Rental Guarantor Form

Page 1: the guarantor's details and consent. Pages 2 and 3: the rent guarantee agreement.

1. THE RENTAL (FILLED IN BY THE LANDLORD)

Rental address and unit

Tenant name(s)

Monthly rent ($)

Tenancy starts

Landlord or property manager, and phone or email

2. ABOUT YOU, THE GUARANTOR

Full legal name

Date of birth (only to match your credit file)

Phone

Current address, with postal code

Email

Total monthly income before deductions ($)

Employer or income source (optional)

Contact who can confirm your income

3. CONSENT

What is collected: your credit report from a consumer reporting agency (credit accounts, payment history, collections, public records, a score and past inquiries) and confirmation of your income. Who sees it: the landlord and the screening service below. Why: only to decide whether to accept you as guarantor for this rental. Effect: the check is recorded as an inquiry on your credit file. How long: one check, until the expiry date below.

Screening service, and the credit agency's name and address (filled in by the landlord)

Consent expires on

Notices. Ontario: the landlord may obtain a consumer report about you and will name the agency on request. BC: if a report leads the landlord to turn you down, you will be told in writing within 30 days and may ask in writing within 60 days for the agency's name and address. Manitoba: consent under The Personal Investigations Act; if you are turned down you will be told in writing within 10 days.

☐ The information on this page is true. I consent to the landlord, directly or through the screening service above, getting my credit report from that agency and confirming my income with my contact.

Signature (or type your full name)

Printed name

Date

For the landlord. Give the guarantor a copy of this page once they've signed it, and keep it with the application.

Why you asked this applicant for a guarantor

Date check run

Accepted as guarantor? (yes or no)

Date guarantor told

Destroy by

Rent Guarantee Agreement

Signed with the lease by the landlord, each guarantor and the tenant. Everyone gets a signed copy.

1. THE PEOPLE AND THE RENTAL

Landlord's legal name

Landlord's address, phone and email for notices

Guarantor(s)

Each guarantor's address, phone and email for notices

Tenant(s)

Rental unit, and the building or complex address

Lease dated

Tenancy starts

Lease type: fixed term to (date), or year-to-year, monthly or weekly

Monthly rent ($)

2. WHAT THE GUARANTOR PROMISES

If the tenant doesn't pay an amount ticked below when due, the guarantor pays it within the days shown after the landlord's written demand saying how much is owing and what for. Anything not ticked isn't covered, and the guarantor owes only what the tenant could owe under the province's tenancy law.

This guarantee covers: ☐ Unpaid rent ☐ Unpaid tenant services charges

☐ Increases in rent or service charges the law allows ☐ Other amounts a tribunal or court orders the tenant to pay

The most the guarantor can be asked to pay in total ($)

Guarantor pays within (days) of a written demand

3. HOW LONG IT LASTS (TICK ONE)

Fixed-term lease: ☐ Ends when the term ends ☐ Ends on the earlier date below ☐ Continues after the term (not in NS)

Year-to-year, monthly or weekly lease: ☐ Ends when the tenancy ends ☐ Ends on the date below

If a year-to-year lease becomes month to month, the guarantee: ☐ Continues ☐ Ends

End date, if a box above calls for one

Landlord tells the guarantor in writing of a missed payment within (days)

Ending it early. Not before a fixed term ends. If it continues after the term: at least two months' written notice, effective no earlier than the end of the current term. For a year-to-year, monthly or weekly lease: written notice by the last day of a rent period, effective at the end of the next one. Amounts already due are still owed.

4. TERMS

a) Notices are in writing, given by hand, by prepaid registered mail, express post or courier to the address in part 1, or by email to the email in part 1. The landlord and each guarantor tell the other promptly if their contact details change, and use the latest ones.

b) Missed payments. The landlord tells the guarantor in writing, within the days in part 3, when a payment this guarantee covers is missed, and sends a copy of any notice to end the tenancy for unpaid rent.

c) Changes. A change to the lease binds the guarantor only if they agree to it in writing. An increase is covered only if ticked in part 2, and only once the guarantor gets written notice of it when the tenant does (in Manitoba, at least three months before it takes effect).

d) Renewals. If this guarantee continues after the term, the landlord gives the guarantor written notice of a renewal at least three months before the term ends.

e) Sublets and new tenants. The landlord tells the guarantor in writing within seven days when the tenant asks to sublet and when the landlord consents to one. During a sublet, or after an assignment or any change of tenants, the guarantor has no obligations under this guarantee unless they sign a new one.

f) More than one tenant or guarantor. The guarantee covers every tenant on the lease. If there's more than one guarantor, each signs this same agreement and each is responsible for the full amount (jointly and severally).

g) No other money from the guarantor. Apart from amounts owed under this guarantee, the landlord has not taken, and will not take, a deposit, fee or other payment from the guarantor.

h) Copies. The landlord gives each guarantor a copy of this agreement signed by everyone, and a copy of the signed lease, within 10 days after signing, in one of the ways in term a).

i) The law. If a term conflicts with the province's tenancy law, the law applies and the rest of this agreement still stands.

Province rules. Manitoba and Nova Scotia: this agreement and the lease must be in writing, and this agreement signed by the landlord and guarantor. The guarantor gets copies of both (Manitoba: within 21 days after the tenant can move in; Nova Scotia: within 10 days of signing, and the guarantee can't be enforced until they're served). Notice of unpaid rent is due no later than 10 days (Manitoba) or 15 days (Nova Scotia) after two months' rent is owing. Manitoba: give the guarantor three months' written notice of a renewal or a rent increase. Alberta: the Guarantees Acknowledgment Act says a guarantee by an individual has no effect unless they acknowledge it before a lawyer and sign the lawyer's certificate; ask a lawyer whether it applies to yours. Quebec: don't use this form; the guarantor usually signs the mandatory lease form, which has a line for a surety (caution).

5. SIGNATURES

☐ Each guarantor has read this agreement and the lease, and has had the chance to get independent legal advice before signing.

☐ Alberta: the guarantor has acknowledged this guarantee before a lawyer, and the lawyer's certificate is attached.

Landlord's signature	Printed name	Date
Guarantor's signature	Printed name	Date
Second guarantor's signature (if any)	Printed name	Date
Tenant's signature	Printed name	Date
Second tenant's signature (if any)	Printed name	Date

Witness to the guarantor's signature (optional): name and signature	Date each guarantor got both signed copies