



## Guarantor Agreement

In the matter of the tenancy of the residential premises known as:

\_\_\_\_\_

And in the matter of the tenant(s) known as:

\_\_\_\_\_

1. I/We \_\_\_\_\_ (the Guarantor) of the city of \_\_\_\_\_ do herewith guarantee the rental payments for \_\_\_\_\_ (the Tenants) for the premises described as \_\_\_\_\_, Toronto, ON (the premises). This guarantee shall survive the expiration of any tenancy agreement entered into between the Landlord and the Tenants and shall continue in full force and effect during any over holding period. The greater certainty, in the event that the Tenants are or become monthly Tenants, the Guarantor hereby irrevocably covenants and agrees to guarantee the rental payments of the Tenants for as long as they are occupying the premises.
2. In the event that the Tenants fail to pay rent in accordance with the tenancy agreement whether written, oral, or implied and Notice of Termination for nonpayment of rent has been issued, the Guarantor hereby covenants and agrees to pay any and all disbursements including any fee paid by the Landlord pursuant to the collection of the arrears of rent.
3. The Guarantor hereby covenants and agrees to guarantee the payment of any damage caused by the Tenants or their guests either wilfully or negligently.
4. In the event that the Tenants fail to rectify the damage caused or fail to pay for the damages, the Guarantor hereby covenants and agrees to pay the Landlord directly for the said damages.
5. The Guarantor hereby covenants and agrees to complete that portion of the Landlord's application for tenancy which relates to the Guarantor and hereby covenants and agrees to update same on an annual basis on the form prescribed by the Landlord.
6. In the event that legal proceedings are commenced against the Tenants herein, the Guarantor hereby covenants and agrees that all processes and documents to be served upon myself by the Landlord shall be deemed to be served by the Landlord by serving same to the Tenants and it shall be the responsibility of the Tenants to ensure that the said documents are forwarded to the Guarantor. The Guarantor further saves and holds the Landlord harmless in the event that the Tenants of the premises do not forward or otherwise notify the Guarantor of the service of any such documents

7. The Guarantor hereby covenants and agrees that this Guarantee is applicable to any arrears of rent that may become due as a result of an order of the Ontario Rental Housing Tribunal or any Court of competent jurisdiction.
8. The Agreement is binding on the Guarantors, administrators, heirs, assigns and executors for so long as the Tenants remain in possession of the premises whether pursuant to a lease agreement or as monthly Tenants

In order to provide the Tenant with rental premises and property management services, the Guarantor understands that personal information will be collected about the Tenant and the Guarantor. The Guarantor consents to Carpe Diem Asset & Property Management collecting, using, disclosing and updating such personal information for the purposes of providing satisfactory rental premises to the Tenant and collecting payment therefore from the Tenant and/or Guarantor (by using a third party service provider or otherwise).

In evidence of the foregoing agreement the parties hereto have executed this agreement:

_____	_____	_____
Witness	Landlord's Agent	Date

_____	_____	_____
Witness	Guarantor	Date

The Guarantor herewith acknowledges receipt of an executed copy of this agreement:

_____	_____	_____
Witness	Guarantor	Date