



GUARANTEED RENT AGREEMENT

This Guaranteed Rental Agreement is made between:

(1) **[Landlord's Full Name]** of **[Landlord's Address]** (the "Landlord");

and

(2) **Cotton Estates** (incorporated and registered in England and Wales with company number **[Insert Company Number]**), whose registered office is **[Company Address]** (the "Tenant").



1. General

All parties agree to the terms of this agreement, which shall commence once it is signed and dated by all parties.

2. Definitions

2.1. Property: The dwelling house/flat known as **[Property Address]**.

2.2. Fair wear and tear: Defined according to **Deposit Protection Scheme (DPS) guidelines**.

2.3. Interior of the property: The internal doors, windows, ceilings, floors, main structural and internal walls.

2.4. Main structure: All external parts of the property, including roofs, walls, and drainage.

2.5. Occupant: The individual(s) residing in the Property.

2.6. Rent Commencement Date: The date on which Cotton Estates begins paying rent to the Landlord, subject to compliance with required documentation and property readiness.

2.7. Rent Amount: £**[Monthly Rent]** per calendar month, payable by the 30th of each month.

2.8. Tenancy Start Date: The date on which Cotton Estates takes vacant and exclusive possession of the property.

2.9. Term: The agreement will last for **[Initial Term, e.g., 12 months]** from the Tenancy Start Date and will automatically renew annually unless terminated with notice.

2.10. Uninhabitable: Defined as per the **Landlord and Tenant Act 1985** and **Homes (Fitness for Human Habitation) Act 2018**.

2.11. Working Day: Any day excluding weekends and public holidays.

3. Agreement for Guaranteed Rent

3.1. The Landlord grants Cotton Estates a fixed-term tenancy to sublet the property for residential use.



3.2. Cotton Estates guarantees the rent stated in **2.7**, irrespective of occupancy, unless the property becomes uninhabitable.

3.3. If there are multiple landlords, liability is joint and several.

4. Tenant Obligations (Cotton Estates)

4.1. Allow the Landlord reasonable access for inspections and repairs with **5 working days' notice**.

4.2. Pay all utility bills unless the property becomes uninhabitable.

4.3. Provide vacant possession of the property at the end of the agreement.

4.4. Ensure fair wear and tear but report and rectify any significant damage.

4.5. Maintain compliance with health and safety regulations.

4.6. The Tenant shall ensure that all maintenance issues are addressed in a timely manner and shall be responsible for arranging repairs unless stated otherwise in this agreement.

4.7. The Tenant has the right to erect a **promotional real estate board** on the property for marketing purposes.

5. Landlord Obligations

5.1. Provide vacant possession at the start of the tenancy.

5.2. Maintain **adequate insurance** and provide Cotton Estates with a copy before the lease starts.

5.3. Ensure the property remains in good repair, including:

- Heating, plumbing, and electricity systems.
- Structural integrity and fire safety compliance. **5.4.** Provide the following valid compliance documents before the tenancy starts:
 - **Gas Safety Certificate** (Annually renewed)
 - **Electrical Installation Condition Report (EICR)** (Renewed every 5 years)
 - **Energy Performance Certificate (EPC)** (Valid for 10 years)
 - **Proof of ownership** and **Buildings Insurance Policy**
 - **Fire Risk Assessment (if applicable)**



5.5. Respond to urgent repairs within **24 hours**, and routine maintenance within **10 working days**.

5.6. Ensure appliances (cookers, fridges, washing machines) are maintained and replaced if needed.

5.7. Ensure all furniture complies with **Fire Safety Regulations 1993**.

5.8. The Landlord must ensure that all keys to the property are delivered to Cotton Estates at least **24 hours prior to the contract start date**. Failure to do so grants Cotton Estates the right to **withhold payment** until keys are received.

5.9. The property must be **vacant, clean, and meet the minimum property standards** as outlined on the Cotton Estates website before the lease begins. If these conditions are not met, Cotton Estates reserves the right to **withhold rental payment until all conditions are satisfied**.

5.10. The Landlord acknowledges that Cotton Estates **occasionally rents properties to council tenants**. While the Tenant will make every effort to vacate the property promptly after the Landlord issues notice, the Landlord accepts that **some tenancies may take longer to conclude due to legal procedures**. During this period, Cotton Estates will **continue to pay rent**, but the Landlord **cannot increase rent or impose penalties on Cotton Estates** for any delays in vacating the property.

6. Termination

6.1. Either party may terminate this agreement with **3 months' written notice**.

6.2. Upon termination, rent reverts to arrears payments until the property is returned to the Landlord.

6.3. Cotton Estates may terminate this agreement with 1 month's notice in case of legislative or market changes.

6.4. If the Landlord fails to carry out essential repairs, Cotton Estates reserves the right to withhold rent until the property is restored to a habitable condition.

7. Special Conditions and Addendums

Any additional terms or conditions applicable to this agreement shall be stated in Schedule 1 attached to this contract.

8. Governing Law

This agreement shall be governed by and interpreted in accordance with the laws of England and Wales.



All disputes arising from this contract shall be subject to the exclusive jurisdiction of the English courts.

9. Appendix - Special Requirements

Any special requirements or additional obligations agreed upon by both parties shall be detailed here.

10. Signatures

Cotton Estates (The Tenant):

Signed by: _____ **Date:** _____

The Landlord:

Signed by: _____ **Date:** _____



Amendments / Addendums

