

ICR Rent Guarantor Scheme: terms and conditions

The ICR may agree to act as guarantor to students on an Assured Shorthold Tenancy (AST). Note that the ICR reserves the right to refuse individual applications at its discretion. There are limited funds available to support this scheme and it may not be possible to support all eligible applications.

The purpose of the scheme is to enable ICR eligible students to secure accommodation otherwise unavailable to them due to a UK rent guarantor being required. Under this scheme, all parties will abide by their respective obligations under the tenancy agreement and eligible students will be responsible for paying rent directly to the landlord or the managing agent.

The ICR will take over responsibility for paying rent only in the event that the student fails to pay their rent on time and subject to the notice provisions and other terms and conditions set out in this document:

A. In order to be eligible for this Scheme, applicants must:

1. be a fully registered full-time PhD student with the ICR in receipt of a stipend paid by the ICR or have accepted a formal offer for the same.
2. not be a member of ICR staff registered as a student.
3. be 18 or over.
4. not have any outstanding debt with the ICR.
5. ensure that the proposed tenancy agreement is for a maximum of 52 weeks, and not usually extending more than 4 months past the student's expected study end date.
6. ensure that the rent due from the student is no more than £1,200 per month for the duration of the tenancy.
7. be entering into an agreement categorised either as an Assured Shorthold Tenancy or a licence agreement for purpose-built student accommodation.
8. not have any record of inappropriate conduct or behaviour at the ICR.
9. not have an existing guarantor for the rent proposed.

B. Applicants shall ensure that the following conditions are met. The Applicant must:

1. not sign the tenancy agreement with the relevant Landlord/agency prior to receiving confirmation from the ICR that it will act as guarantor.

2. ensure that they are the sole named proposed tenant on the tenancy agreement.
3. pay a rent guarantor scheme application fee of £60. This is non-refundable unless the ICR refuses to act as guarantor. The fee may cover multiple applications over a 6-month period, though the applicant may only be subject to a maximum of one guarantee at any time.
4. have their tenancy agreement checked in advance of signing. University of London Housing Services offer a free contract checking service (<https://housing.london.ac.uk/get-advice/contract-checking-service>)
5. ensure that the Landlord has provided all of the following prior to applying for a rent guarantee:
 - a valid gas safety certificate or confirmation that there is no gas in the property;
 - Energy Performance Certificate (EPC);
 - HMO Licence, or evidence of application for an HMO licence, where applicable;
 - a letter stating that any furniture included in the accommodation meets the relevant Fire Safety regulations, or if relevant a letter stating that the property is unfurnished.
6. ensure rent is paid in a timely manner at the correct periodic intervals in accordance with the tenancy agreement, and meet all other obligations towards the landlord, managing agent or student accommodation provider outlined in the tenancy agreement.
7. promptly notify the ICR of any intention to terminate the tenancy agreement before the date stated in the agreement, whether already agreed with the landlord, managing agency or student accommodation provider or not.
8. inform the ICR as soon as possible of a likely rent default, and in no event later than 48 hours of defaulting on a rental payment.
9. reimburse the ICR for any expenses that the ICR incurs if it is required to pay any amounts under this Scheme.
10. ensure that under no circumstances should the rent be withheld before seeking legal advice and informing the landlord/ accommodation provider of any amounts being withheld at least 30 days in advance.

C. Seeking advice in the event of a dispute:

1. If a student for whom the ICR is acting as rent guarantor experiences difficulties whilst living in the accommodation, such that they enter into a dispute with the landlord of the property, the student is responsible for seeking advice from an appropriate body such as the University of London Housing Services (ULHS) or the ICR's Employee & Student Assistance Programme.

D. The Landlord, managing agent or student accommodation provider (named person on the contract who is entering an agreement with the prospective tenant) is responsible:

1. after the guarantee is given, for providing the ICR with a copy of the fully executed tenancy agreement / licence agreement.
2. for ensuring that the student's deposit is protected by a government-backed tenancy deposit protection scheme within 30 days of receipt.
3. for notifying the ICR (by email to guarantor@icr.ac.uk) within 48 hours of the date on which a rental payment has fallen into arrears.
4. for staying any possession proceedings against the student tenant for at least 30 days following appropriate notice to the ICR of any default in rent payments.

E. The ICR will:

1. in accordance with these terms and conditions, act as limited guarantor for the payment of principal rent only for the property and the ICR student named in the rent guarantor scheme application form. The guarantee will be restricted to the duration of the fixed term of the tenancy agreement and up to the guarantee limit of £1,200 per calendar month in respect of the principal rent (and not other sums reserved as rent) for the corresponding student.
2. arrange for the payment of any of the principal rent due under the tenancy agreement as a result of the default within thirty days of the correct notice given to the ICR by the landlord, managing agent or student accommodation provider under section D above.
3. invoice the affected student to seek reimbursement of the monies paid in accordance with section B above.
4. not, under any circumstances, be liable for payment of monies for:
 - default interest charged as a result of non-payment of rent.
 - any other or subsequent loss incurred by the landlord or the student.

- loss of profit or opportunity.
- legal costs.
- costs of damage to the leased property, which remain the liability of the tenant.
- costs associated with possession / eviction proceedings.
- termination fees or any other costs which may be associated with the termination of the rental agreement.

F. General

1. These terms and conditions are between the ICR and the student and between the ICR and landlord in relation to the rent guarantor scheme and are not granting any rights to any third party.
2. This guarantee is not transferable.
3. The ICR may terminate this agreement on 30 days' notice to the Landlord.
4. Any delay by the ICR in enforcing these terms and conditions is not to be construed in any way as a waiver of its rights under these terms and conditions.
5. These terms and conditions are governed by, and subject to the non-exclusive jurisdiction of, the laws of England and Wales.