Sublet Agreement Form

1. **Date and Parties**

   This agreement, dated __________________________, 20____, is between ________________________________, hereafter called the Tenant(s), and ________________________________, hereafter called the Subtenant(s).

2. **Rented Property**

   Whereas the Tenant(s) is/are signatories of a Tenancy Agreement (Lease) dated __________________________, 20____ between:________________________________________________________[Tenant(s)]

   And:________________________________________________________ (Property Owner or Agent, hereafter called the Landlord)

   And whereas the Tenant(s) wish(es) to sublet their premises, municipally known as ________________________________, ________, Ontario

   And whereas the Subtenant(s) wish(es) to occupy the premises now currently rented by the Tenant(s)

   And the parties hereto agree to the terms of this agreement

   The Tenant(s) hereby sublease(s) to the Subtenant(s) the property, which the Tenant(s) lawfully rents from the Landlord to be used and occupied as a residence only, for not more than ________ persons

   The Subtenant(s) and Tenant(s) agree that all terms and conditions existing in the aforementioned Tenancy Agreement shall govern the relationship between the Tenants and the Subtenants, and the Tenants and the Subtenants agree that the Subtenants shall be bound by all of the terms and conditions in the aforementioned Tenancy Agreement.

3. **Landlord**

   As stated above, the Landlord for this property is ________________________________.

   His/her address and contact information is ____________________________________________

   ____________________________________________

4. **Term**

   This sublease begins on _____________, 20______, and ends on _____________, 20______.

5. **Rent**

   The Subtenant agrees to pay rent totaling $______ for this sublease. This amount should be paid:

   ( ) In equal monthly installments of $__________ to be paid on or before the _________day of each month.

   ( ) In a lump sum on the following date: _____________________________.

   The rent is to be paid at the time and place described below in the following manner to the ( ) Tenant or to the ( ) Landlord:

   ____________________________________________

   ____________________________________________

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Last Updated: May 2011
6. **Notices**

The Tenant agrees to forward any notices, provided to him by the Landlord, to the Subtenant. The Subtenant agrees to forward any notices, provided to him by the Landlord, to the Tenant.

7. **Tenant’s Remedies**

A. If the Subtenant defaults in the payment of rent, or violates any lease term, the Tenant or Landlord may give the Subtenant 15 days notice that a violation has occurred. If the Subtenant does not correct the violation or make payment of rent in this amount of time, the Tenant or Landlord may then give the Subtenant five days written notice of the termination of the agreement. At the end of that period, if the Subtenant has not vacated the premises, the Tenant or the Landlord may begin eviction procedures in Municipal Court.

B. The Subtenant is responsible for the behavior of his friends, invited guests or any other people on the premises with his permission.

C. Each Subtenant who signs this lease may be held individually responsible for any and all Subtenant liabilities, or all Subtenants may be held collectively responsible, at the option of the Tenant.

D. In the application of remedies, the Tenant has an obligation to mitigate damages.

11. **Confiscation of Property**

Neither party will ever have the right to secure compensation for any liability owned by the other through confiscation of property belonging to the other. Such disputes are to be settled through negotiation, arbitration, or the courts.

12. **Property of Tenant**

The following furniture, appliances, or other items belonging to the Tenant are permitted for use by the Subtenant. Subtenant is expected to return these at the end of the sublease term in essentially the same condition as they were in the beginning, taking into account normal wear and tear. If the Subtenant or his guests are responsible for damages to any of these, or if they are not returned, the Tenant has the right to take compensation for such damages, and to take any further legal actions necessary.

________________________________________________________

________________________________________________________

13. **Signatures**

The following undersigned have agreed to be legally bound by this agreement.

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Residential Tenancies Act, 2006; Part VI, Section 97 – Subletting Rental Unit

According to the Act:

- With the consent of the landlord, a tenant may sublet a rental to another person, thus giving the other person the right to occupy the rental unit for a term ending on a specified date before the end of the tenant’s term or period and giving the tenant the right to resume occupancy on that date.
- A landlord shall not arbitrarily or unreasonably withhold consent to the sublet of a rental unit to a potential subtenant.
- A landlord may charge a tenant only for the landlord’s reasonable out of pocket expenses incurred in giving consent to a subletting.
- If a tenant has sublet a rental unit to another person, (a) the tenant remains entitled to the benefits, and is liable to the landlord for the breaches, of the tenant’s obligations under the tenancy agreement or this Act during the subtenancy; and (b) the subtenant is entitled to the benefits, and is liable to the tenant for the breaches, of the subtenant’s obligations under the subletting agreement or this Act during the sub-tenancy.
- A subtenant has no right to occupy the rental unit after the end of the sub-tenancy.

For more information about the Residential Tenancies Act, and your rights and obligations as a Tenant or as a Subtenant, please contact the Landlord and Tenant Board (the Board) at 416-645-8080 from within the Toronto calling area, or toll-free at 1-888-332-3234 from outside Toronto, and speak to a Customer Service Representative.

Customer Service Representatives are available Monday to Friday, except holidays, from 8:30 a.m. to 5:00 p.m. They can provide you with information about the Residential Tenancies Act and the Board’s processes; they cannot provide you with legal advice. You can also access the automated information menu at the same numbers listed above 24 hours a day, 7 days a week.

NOTE:

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