

Understanding the Sublet Agreement

Who signs the agreement?

- The person who is wanting to sublet their room/house/apartment/premises is known as the main tenant.
- The person who is wanting to rent the room/house/apartment/premises is known as the sub-tenant.
- If the landlord is needed for any part, they are the one listed on the original lease agreement.

What is considered the rented property?

- The full address including unit number, street, postal code, city should all be listed for clarity.
- If it is a specific room being rented, it should also be clearly stated.
 - ie. Room A at 123 Western St, London Ontario N6G 1L3

How long is a sublet agreement?

- The main tenant can sublet their rental for no longer than what their original lease states minus one day.
- For example, if the original lease ends on April 30th, the sub-tenant can only rent until April 29th.
- The duration as outlined in the sublet agreement is how long the sublet will last. Ensure these are clearly stated.

How much can be charged for rent in a sublet?

- The main tenant cannot charge for any more than what is already stated in the original lease agreement including the utilities.
- Ensure the agreement clearly states what the monthly rent will be and if utilities are included or separate and who they will be paid to if so.

Additional Terms

- This section outlines if there are any extra fees outside of the month rent ie. utilities
- This is also where any additional terms from the original lease that need to be upheld can be outlined.

Important Notes for Subletting

- The main tenant is responsible for ensuring rent is paid to on time and liable to the landlord for any breach of contract.
- The sub-tenant is liable to the main tenant for any breach of contract including late payment, damages etc.
- The sub-tenant does not have any entitlement under the Residential Tenancies Act



Sublet Agreement

This agreement is made this date _____ between the following parties:
(Month/Day/Year)

(Hereinafter known as the main tenant(s)) and (Hereinafter known as the sub-tenant(s))

The Sub-tenant(s) wish to rent the premises known as _____
(Full address including city)

All parties agree to the following terms and conditions:

1. The sub-tenant(s) will abide by all bylaws and terms as outlined in the original lease currently held by the main tenant dated _____
2. The sublet agreement shall commence on _____
3. The sublet agreement shall end on _____
4. The sub-tenant(s) shall pay the main tenant a total rental sum of _____ per month, for the duration as outlined in points 2 & 3.
5. The rent shall be paid on the _____ of each month
6. The main tenant(s) may direct the sub-tenant(s) to pay the total rent to the landlord if agreed upon. The rent shall be paid to _____
7. Additional terms and conditions as set out by the main tenant(s)

Main Tenant Signature(s)

Date

Sub-Tenant Signature(s)

Date