

# Sublet Agreement Form

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## 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:

\_\_\_\_\_  
\_\_\_\_\_

**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.

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**13. Signatures**

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

<b>TENANT(S):</b>	<b>SUBTENANT(S):</b>	<b>WITNESSES:</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## 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.

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