

SUBLEASE AGREEMENT

Part 1: Names of the parties signing the agreement and date

- Include the full (legal) name of the original tenant and the individual who will be subletting, as well as the date.
- The original tenant is commonly referred to as the ‘Tenant’ and the person subletting is referred to as the ‘Subtenant’ in the agreement.

Part 2: Property information

- Include the full street address of the property.
- If the sublease isn’t for the whole unit, be sure to specify this.
 - For example, this applies if a person is only subletting a room within the house or apartment.

Part 3: The term of the sublease

- This section outlines when the sublease will begin and when it will conclude. It’s important to include these to avoid any confusion.
- State the arrival and departure dates clearly in writing to avoid issues about occupying the rental unit at the end of the subtenancy

Part 4: The rental rate

- Include both the amount of rent which will be paid each month and when it must be paid by.
- It’s also important to specify who the subtenant is to pay rent to, whether it will be the landlord/owner or the original tenant.
 - Often, the landlord expects the original tenant to still pay the rent — the original tenant must collect it from the subtenant and pass it along.

Part 5: Additional agreements/rules/expectations

- This section should outline any additional fees such as pet fees, utilities, or any other type of miscellaneous fees. It’s important to be transparent about all fees, so that there are no surprises for the subtenant.
- You can use this section to outline any other agreements, such as the tenant covering a portion of the subtenant’s utilities or the subtenant agreeing to water the tenant’s plants.
- Consider including specifics on how rent will be paid (email money transfer, post-dated cheque) and if the tenant collects a deposit for the last month’s rent (which s/he is legally entitled to do), record it here and the subtenant should receive a rent receipt.

Part 6: Sign and date the agreement

- As with any contract, make sure all parties sign and date the agreement. The sample sublease agreement on the reverse side is not an official Sublease Agreement (as there is not one formally provided by the Province of Ontario) but may be used to create an informal Sublease Agreement

Sublease Agreement Sample

This sublease agreement is made between:

and

[TENANT(S)]

[SUBTENANT(S)]

The Tenant(s) have a signed Lease / Tenancy Agreement dated: _____ between:
[MONTH / DAY / YEAR]

and

[LANDLORD]

[TENANT(S)]

The Tenant(s) wish to sublet the premises at:

[SUITE NUMBER, STREET NUMBER, STREET NAME, CITY, POSTAL CODE, PROVINCE, COUNTRY]

****RENT CHARGED TO A SUBTENANT MAY NOT EXCEED THE RENT PAID BY THE TENANT****

The parties agree as follows:

1. The sublease premises is to be used only for residential purposes, abiding by all municipal bylaws.
2. The Subtenant(s) will take possession effective _____ at _____
[MONTH / DAY / YEAR] [TIME]
3. The Subtenant(s) will vacate the premises no later than _____ at _____
[MONTH / DAY / YEAR] [TIME]
4. The Subtenant(s) shall pay the Tenant(s) the sum of \$ _____ per week / month for the period of _____ to _____ inclusive on the _____ st/nd/rd/th day of each week / month.
5. The Tenant(s) may direct the Subtenant(s) to pay the aforementioned rent directly to the Landlord. This must be confirmed by the Landlord. Rent is to be paid to: _____
[FULL LEGAL NAME]
6. The Subtenant(s) shall abide by all the terms and conditions in the original Lease, dated _____ . Subtenant(s) shall be provided a copy of said lease.
7. Additional agreements:

[TENANT SIGNATURE]

[SUBTENANT SIGNATURE]

[LANDLORD SIGNATURE]

[MONTH / DAY / YEAR]

[MONTH / DAY / YEAR]

[MONTH / DAY / YEAR]