



Sublease Agreement

This **Sublease Agreement** is made between _____, as the "Sublandord," and _____, as the "Subtenant," together referred to as the "Parties."

The Parties agree that the Subtenant shall lease from the Sublandord a portion of the Sublandlord's interest in the premises located at _____, (the "Premises") on the following terms:

1. Lease Term. The term of the Sublease will be for a period of _____ months, beginning on _____ and ending on _____. A subtenant has no right to occupy the rental unit after the end of the subtenancy. If the Subtenant does not move out on the day the subtenancy ends, then under the *Residential Tenancies Act* either the Landlord or the Sublandlord may apply to the Landlord and Tenant Board for an order evicting the overholding subtenant.

2. Rent. The Subtenant will pay a total monthly rent of \$_____. Rent will be payable on the first day of each month directly to the Sublandord. The Subtenant agrees that he/she will occupy the unit for residential purposes only and will not further sublet, assign or re-rent.

3. Security Deposit. Subtenant will pay \$_____ to Sublandord as a security deposit to be used towards rent for the last month of the subtenancy.

4. Termination Notice. Subtenant's tenancy will terminate on the date specified in Section 1 above, unless Sublandord and Subtenant sign another written agreement prior to the end of tenancy providing for an additional period of tenancy. The Subtenant is not responsible for finding a replacement upon the termination of his/her tenancy.

5. Subtenant's Interest in the Premises. Subtenant is one of _____ total tenants occupying the Premises (the "Occupants"). Subtenant will will not share a bedroom at the Premises. If Subtenant will share a bedroom, it will be shared with _____. Subtenant may share all of the common spaces (e.g., living room, dining room, kitchen, bathroom) in the Premises equally with the other Occupants.



6. Utility and Telephone Charges. The Subtenant agrees to pay _____% of all utility charges. The Subtenant will pay _____% of the fixed monthly telephone service charges and Subtenant will pay 100% of those telephone charges for which s/he is directly and individually responsible.

7. Household Chores. The Subtenant and Occupants will divide all household chores as follows:

8. Noise Level. During the hours of _____, the Subtenant and Occupants will maintain a noise level that will permit all tenants to enjoy peace and quiet.

9. Smoking. Smoking of any substance is not allowed in the Premises.

10. Parking Space. The Subtenant agrees that s/he is is not entitled to use a parking space as part of this Sublease Agreement. The parking space, if any, is located at _____.

11. Master Lease. In addition to the provisions of this Sublease Agreement, the Subtenant agrees to be bound by all the conditions of the lease between Sublandord and the landlord, _____ (the "Master Lease"). **The Master Lease is attached to this Sublease Agreement for reference.** The terms of the Master Lease are hereby incorporated into this Sublease Agreement. No representation that is not included here or in the Master Lease shall be binding upon the Parties.

12. Termination of Master Lease. If Sublandord terminates his/her tenancy in the Premises under the Master Lease, Sublandord will provide thirty (60) days' notice to Subtenant. Subtenant agrees that if the Master Lease is terminated for any reason, this Sublease Agreement will terminate as of the same date without penalty or compensation to the Subtenant.

13. Condition of the Premises. Subtenant acknowledges that s/he has examined the Premises and that they are in good condition except as follows _____
_____. Upon the termination of this Sublease Agreement for any cause, Subtenant will leave the Premises in their original good condition, except for reasonable wear and tear. The Subtenant is responsible for the repair of any damage resulting from the act or neglect of Subtenant or those persons who are invitees of the Subtenant.



14. Notices. The Subtenant agrees to forward any notices, provided to him/her by the Landlord, to the Sublandlord via email at _____.

15. Tenant's Remedies. If the Subtenant defaults in the payment of rent, or violates any lease term, the Sublandlord (the Tenant) or Landlord may serve any statutory notices or file any application to the Landlord and Tenant Board as may be available at law in order to affect a remedy or terminate the tenancy.

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

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

16. Subleasing and Assignment. Subtenant may not lease, sublease, or assign the Premises.

17. Complete and Binding Agreement. All preliminary negotiations between the Parties are merged into, and superseded by, the terms of this Sublease. This Sublease will not be enforceable until signed by both Subtenant and Sublandord. Any modification to this Agreement must be in writing, signed by both Sublandord and Subtenant.

18. Permanent Address: The permanent address of the Subtenant is:



We, the Undersigned, agree to the above stated terms.

Sublandlord:

Subtenant:

Signature

Signature

Print Name

Print Name

Date: _____

Date: _____

I, the Undersigned as Occupant normally sharing space with of the Sublandlord, consent to this Sublease agreement.

Co-Tenant or Occupant:

Signature

Print Name

Date