

# Sublease Agreement

## Part I: Names of the parties signing the agreement and date

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

## Part II: 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 III: 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.
- Legally, the subtenant has no right to occupy the rental unit at the end of their subtenancy, but you should have the arrival and departure dates stated clearly in writing to refer to if any problems arise.

## Part IV: 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.
- In many cases, the original tenant will collect the rent and pass it onto the landlord/owner.

## Part V: 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 VI: 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**

This sublease agreement is made between:

-----  
[TENANT(S)]  
and

-----  
[SUBTENANT(S)]

The Tenant(s) have signed a Tenancy Agreement or Lease dated: \_\_\_\_\_  
[MONTH / DAY / YEAR]

Between:

-----  
[TENANT(S)]  
and

-----  
[LANDLORD]

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

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

**\*\*Rent charged to a sub-tenant 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.
2. The Subtenant will take possession effective \_\_\_\_\_ at \_\_\_\_\_.  
[MONTH / DAY / YEAR] [TIME]
3. The Subtenant will vacate the premises no later than \_\_\_\_\_ at \_\_\_\_\_.  
[MONTH / DAY / YEAR] [TIME]
4. The Subtenant 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 Sub-Tenants to pay the aforementioned rent directly to the Landlord or to whomever the Tenant(s) direct. Rent is to be paid to: \_\_\_\_\_.  
[FULL LEGAL NAME]
6. The Subtenant(s) shall abide by all the terms and conditions in the Tenancy Agreement or Lease, dated \_\_\_\_\_. The Subtenant(s) are in possession of a copy of said lease.  
[MONTH / DAY / YEAR]
7. Additional agreements: \_\_\_\_\_

-----  
[TENANT SIGNATURE]

-----  
[SUBTENANT SIGNATURE]

-----  
[LANDLORD SIGNATURE]

-----  
[MONTH / DAY / YEAR]

-----  
[MONTH / DAY / YEAR]

-----  
[MONTH / DAY / YEAR]

## Sample Sublease Agreement

This sublease agreement is made between:

Bruce Wayne  
[TENANT(S)]

and

Clark Kent

[SUBTENANT(S)]

The Tenant(s) have signed a Tenancy Agreement or Lease dated: September 1, 2016

[MONTH / DAY / YEAR]

Between:

Bruce Wayne  
[TENANT(S)]

and

Alfred Pennyworth

[LANDLORD]

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

Suite 201, 100 Wayne Manor, Gotham City, M5X 0A9, Ontario, Canada

**\*\*Rent charged to a sub-tenant 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.
2. The Subtenant will take possession effective May 1, 2017 at 9:00am.
3. The Subtenant will vacate the premises no later than August 31, 2017 at 1:00pm.
4. The Subtenant shall pay the Tenant(s) the sum of \$1,100 per month for the period of May 1, 2017 to August 1, 2017 inclusive on the 1st day of each month.
5. The Tenant(s) may direct the Sub-Tenants to pay the aforementioned rent directly to the Landlord or to whomever the Tenant(s) direct. Rent is to be paid: Alfred Pennyworth (Landlord).
6. The Subtenant(s) shall abide by all the terms and conditions in the Tenancy Agreement or Lease, dated September 1, 2016. The Subtenant(s) are in possession of a copy of said lease.
7. Additional agreements: Bruce will cover up to \$40 in Hydro and \$50 in Internet usage for Clark each month. Additional expenses over these amounts will be Clark's responsibility to pay. If the Hydro and/or Internet charges exceed these amounts, Bruce will email the official provider invoices to Clark as proof, and Clark must pay Bruce within 10 business days of receiving the invoice.

BRUCE WAYNE

[TENANT SIGNATURE]

Clark Kent

[SUBTENANT SIGNATURE]

Alfred Pennyworth

[LANDLORD SIGNATURE]

April 27, 2017

[MONTH / DAY / YEAR]

April 27, 2017

[MONTH / DAY / YEAR]

April 28, 2017

[MONTH / DAY / YEAR]