

SUBLET AGREEMENT

dated the _____ day of _____, _____

made pursuant to the provisions of the Residential Tenancies Act, S.O. 2006, Chap.17 (hereinafter the "R.T.A.").

This Sublet Agreement is © London Property Management Association, 2007.



BETWEEN:

_____ (Head Tenant)
(List names of all current tenants)

AND: _____ (Subtenant) _____ (Subtenant)

AND: _____ (Subtenant) _____ (Subtenant)

WHEREAS the Head Tenant is the Tenant to a Tenancy Agreement, a copy of which is attached hereto as Schedule "A";

AND WHEREAS the Head Tenant wishes to give to the Subtenant the right to occupy the rental unit which is the subject of the Tenancy Agreement for a term ending on a specified date before the end of the Head Tenant's term;

AND WHEREAS the Subtenant has paid to the Head Tenant the sum of Five Dollars (\$5.00), receipt and sufficiency of which is hereby acknowledged by the Head Tenant;

THE HEAD TENANT AND SUBTENANT hereby covenant and agree as follows:

- 1. The Head Tenant hereby grants to the Subtenant the right to occupy the rental unit referred to as Rented Premises in Schedule "A" hereto for a term beginning on _____ (Day) _____ (Month) _____ (Year) and ending on _____ (Day) _____ (Month) _____ (Year)
- 2. As consideration for the rights of occupancy given by paragraph 1 herein, the Subtenant shall pay occupancy charges to the Head Tenant. The Head Tenant shall remain responsible for payment to the Landlord of the sums required to be paid under the Tenancy Agreement, including lawful increases of such sums, together with any other charges, rents or sums which the Landlord may lawfully charge to the Head Tenant from time to time.
- 3. The Head Tenant and Subtenant hereby acknowledge and agree that the Subtenancy shall end on a date which is prior to the end of the Head Tenant's term of tenancy with the Landlord and that the Subtenant shall vacate the Rented Premises and hereby gives the Head Tenant the right to resume occupancy on the termination date referred to in paragraph 1 herein. Should the Subtenant continue to occupy the rental unit after said date, the Subtenant acknowledges the right of the Landlord or the Head Tenant to apply to the Ontario Rental Housing Tribunal for an order evicting the Subtenant pursuant to section 101 of the R.T.A. and any amendments thereto. The Subtenant hereby acknowledges he has no right to occupy the Rented Premises after the termination date specified in paragraph 1.
- 4. The Subtenant acknowledges that he has read all of the provisions of the Tenancy Agreement between the Head Tenant and the Landlord attached hereto as Schedule "A" and agrees to abide by the covenants, agreements and all provisions of the agreement, subject to the Head Tenant's superior rights and obligations thereunder.
- 5. It is acknowledged and agreed by the Head Tenant and Subtenant that any sums of money paid by the Subtenant and accepted by the Landlord shall be deemed to have been paid by the Subtenant on behalf of the Head Tenant.
- 6. The date for the end of the Subtenancy created by this Agreement shall not be amended by the parties to this Agreement without the Landlord's written consent thereto; the parties hereby acknowledge that the Landlord may unreasonably withhold consent to any amendment of the termination date of the Subtenancy and any amendments made without the Landlord's consent shall be deemed void.
- 7. The parties hereto acknowledge that the Head Tenant remains entitled to the benefits, and is liable to the Landlord for the breaches, of the Head Tenant's obligations under the Tenancy Agreement or the R.T.A. during the Subtenancy; furthermore, the Subtenant shall be entitled to the benefits and is liable to the Head Tenant for the breaches of the Subtenant's obligations under this Sublet Agreement or the R.T.A.
- 8. The Head Tenant acknowledges that a breach of the Tenancy Agreement appended as Schedule "A" hereto, regardless of whether such breach is committed by the Head Tenant, the Subtenant or any other person permitted by them in the Rented Premises or its environs, shall be a breach for which the Head Tenant is liable; furthermore, the Head Tenant shall remain liable for all rental payments and for all other payments required or permitted under the Tenancy Agreement between the Head Tenant and the Landlord.
- 9. It is expressly acknowledged between the parties that this agreement is not intended to be, nor shall it be alleged or construed to be, an assignment of the attached Tenancy Agreement; furthermore, the parties shall not enter into this Agreement until such time as an Application for Sublet, together with any applicable fee, has been submitted to the Landlord and accepted subject to the signing of this Sublet Agreement and Landlord's Consent, below.
- 10. The Subtenant acknowledges and agrees that he shall not assign, transfer or otherwise part with possession of any of the Subtenants' interests in the Subtenancy.
- 11. If any term, covenant, condition or provision of this Sublet Agreement or the application thereof to any person or circumstances to any extent is held invalid or unenforceable, the remainder of this Agreement, or the application of the term, covenant, condition or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition, or provision of this Agreement shall be valid and enforced to the fullest extent of the law.
- 12. Everything contained in this Sublet Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of each party hereto. The provisions hereof shall be read with all grammatical and gender changes necessary and any singular reference to the Head Tenants or Subtenant shall be deemed to include all Head Tenants and Subtenants to this Agreement.
- 13. This agreement may not be amended or modified in any respect except by written Instrument and any modifications or amendments shall not be made unless the prior written consent of the Landlord is given to each such modification or amendment.

IN WITNESS WHEREOF the parties hereto have executed these presents:

NOTE: ALL TENANTS MUST SIGN

Per: _____ (Head Tenant)

Per: _____ (Head Tenant)

Per: _____ (Head Tenant)

Per: _____ (Head Tenant)

AND

Per: _____ (Subtenant)

Per: _____ (Subtenant)

Per: _____ (Subtenant)

Per: _____ (Subtenant)

LANDLORD'S CONSENT

The Landlord hereby consents to the Sublet granted by the above Sublet Agreement.

DATE: _____

Per: _____ (Landlord)