



Student Village Housing Inc.

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SUBLET AGREEMENT

DEFINITIONS

Subletting: If you want to leave your rental unit temporarily and intend to return at a later date, then you want to sublet your premises to another person(s) (a “subtenant(s)”)

Important Information regarding subletting:

When you sublet your rental unit, you temporarily lose the right to occupy it. However, once the sub tenancy has ended you have the absolute right to return.

You must make sure that your rent is paid during the sub tenancy. In fact, you are still responsible to your landlord for all of your legal obligations as per your current signed lease as a tenant(s), whether you occupy the rental unit or not.

Also, if you have contracts in your name for utilities, cable etc. you must ensure that these bills are paid as well.

Your landlord can charge you a reasonable out of pocket expense for consenting to a sub tenancy.

Section 97 of the *Residential Tenancies Act* (RTA) makes it clear that you can sublet your rental unit with the consent of the landlord. This section can be found in *Appendix A*

Finding the replacement tenant(s) is your responsibility.

The current tenants (your roommates) must approve the new subtenant(s). There must be a reasonable explanation as to the refusal of a tenant(s).

The landlord has the right to consent or refuse the subtenant(s). Again, there must be a reasonable explanation for refusal.

It is best to have your subtenant(s) pay rent and costs to you each month. This way you will know if there are any monetary issues.

You have the right to evict and or request compensation from the subtenant(s), who fails to pay rent, causes damages to the property, interferes with the reasonable living conditions of other tenants or refuses to leave once the sub tenancy has ended. See sections 98 through 102 of the RTA, *Appendix A*

Always complete and inventory of items that you have left in the unit as well as anything owned by the other tenants that are in common areas to be used by the sub tenant(s) during occupancy.

The subtenant(s) signs this document agreeing to the responsibility of these possessions and to treat them with respect.

Ensure the current tenants sign this list if any of their items are included.

Once approved by the landlord forward copies of signed documents to the landlord for their records.

You should keep a copy for yourself and give one to the sub tenant(s) as well.

Residential Tenancies Act (RTA): The purpose of this Act is to provide protection for residential tenants, to establish a framework for the regulation of residential rents, to balance the rights and responsibilities of residential landlords and tenants.

Landlord and Tenant Board (LTB): The purpose of the LTB is to provide information about the *Residential Tenancies Act* (RTA) and to resolve disputes between most residential landlords and tenants.

SUBTENANT INFORMATION FORM

FULL LEGAL NAME: _____

DATE OF BIRTH: _____

CURRENT ADDRESS: _____

TELEPHONE #: _____

EMAIL ADDRESS: _____

PERMANENT ADDRESS: _____

EMERGENCY CONTACT & INFORMATION:

DRIVER'S LICENSE #:

AGREEMENT TO SUBLET

Date and Parties

This agreement dated _____,
Between _____, hereafter called the Tenant(s),
and _____, hereafter called the Subtenant(s).

Rented Property

Whereas the Tenant(s) is/are signatories of a Lease dated _____
between: _____ [Tenant(s)]
and: Student Village Housing Inc. Property Owner or Agent, hereafter called the Landlord)

And whereas the tenant(s) wish(es) to sublet their premises, municipally known as
_____. Kingston, 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
Lease shall govern the relationship between the Tenant(s) and the Subtenant(s), and the Tenant(s)
and the Subtenant(s) agree that the Subtenant(s) shall be bound by all of the terms and conditions in
the aforementioned Lease.

Landlord

As stated above, the landlord for this property is:
Student Village Housing Inc. 730 Chatsworth Place Kingston, ON K7P 2E2
Phone: 613-545-1113 Email: clientcare@studentvillagehousing.ca

Term

This sublease begins on _____ and ends on _____.

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 1st day of each month. Starting _____ through to and including _____.

() 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:

_____.

Additional Costs

The Subtenant(s) agrees that, in addition to the rent specified in section 5, the Subtenant(s) shall pay for the following expenses during the sub tenancy, either:

() directly to the appropriate service providers

() to the current tenant

() to another tenant in the unit, _____ (name)

Utilities: Yes () No ()

Internet: Yes () No ()

Other Yes () No () _____

Notices

The Tenant agrees to forward any notices, provided to him/her by the Landlord, to the Subtenant(s).

The Subtenant(s) agrees to forward any notices, provided to him/her by the Landlord, to the Tenant.

Tenant's Remedies

A. If the Subtenant(s) defaults in the payment of rent, or violates any lease term, the Tenant or Landlord may give the Subtenant(s) 15 days' notice that a violation has occurred. If the Subtenant(s) does not correct the violation or make payment of rent in this amount of time, the Tenant or Landlord may then give the Subtenant(s) five days written notice of the termination of the agreement. At the end of that period, if the Subtenant(s) has not vacated the Premises, the Tenant(s) or the Landlord may begin eviction procedures at the Landlord and Tenant Board.

B. The Subtenant(s) is responsible for the behavior of his/her friends, invited guests or any other people on the premises with his/her 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.

Signatures

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

Dated this _____ day of _____.

Current Tenant and Subtenant Signatures:

Current Tenant

Sub Tenant

I (we) approve this sublet agreement and as the lease is joint and several to any issues that may arise from such sub tenancy:

Current Tenant

Current Tenant

Current Tenant

Current Tenant

Current Tenant

Current Tenant

I, Terri Buller, the landlord of the rental unit, hereby consent to this sub tenancy.

Dated this _____ day of _____

Landlord: _____

INVENTORY OF ITEMS

The following items belong to the current tenant and will remain in the rental unit during the sub tenancy. The Subtenant(s) agrees to the responsibility of these possessions and to treat them with respect.

The following items belong to additional Tenant(s) from this rental unit and are for the use of Tenant(s) and guests in the common areas. The Subtenant(s) agrees to the responsibility of these possessions and to treat them with respect.

APPENDIX A

RESIDENTIAL TENANCIES ACT: PART VI

Subletting rental unit

97. (1) A tenant may sublet a rental unit to another person(s) with the consent of the landlord. 2006, c. 17, s. 97 (1).

Same

(2) A landlord shall not arbitrarily or unreasonably withhold consent to the sublet of a rental unit to a potential subtenant. 2006, c. 17, s. 97 (2).

Charges

(3) A landlord may charge a tenant only for the landlord's reasonable out-of-pocket expenses incurred in giving consent to a subletting. 2006, c. 17, s. 97 (3).

Consequences of subletting

(4) If a tenant has sublet a rental unit to another person(s),

(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 sub tenancy; 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.

2006, c. 17, s. 97 (4).

Over holding subtenant

(5) A subtenant has no right to occupy the rental unit after the end of the sub tenancy. 2006, c. 17, s. 97 (5).

Application of section

(6) This section applies with respect to all tenants, regardless of whether their tenancies are periodic, fixed, contractual or statutory, but does not apply with respect to a tenant of superintendent's premises. 2006, c. 17, s. 97 (6).

Tenant application

98. (1) A tenant or former tenant of a rental unit may apply to the Board for an order determining that the landlord has arbitrarily or unreasonably withheld consent to the assignment or sublet of a rental unit to a potential assignee or subtenant. 2006, c. 17, s. 98 (1).

Time limitation

(2) No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred. 2006, c. 17, s. 98 (2).

Order re assignment, sublet

(3) If the Board determines that a landlord has unlawfully withheld consent to an assignment or sublet in an application under subsection (1), the Board may do one or more of the following:

1. Order that the assignment or sublet is authorized.

2. Where appropriate, by order authorize another assignment or sublet proposed by the tenant.

3. Order that the tenancy be terminated.

4. Order an abatement of the tenant's or former tenant's rent.

2006, c. 17, s. 98 (3).

Same

(4) The Board may establish terms and conditions of the assignment or sublet. 2006, c. 17, s. 98 (4).

Same

(5) If an order is made under paragraph 1 or 2 of subsection (3), the assignment or sublet shall have the same legal effect as if the landlord had consented to it. 2006, c. 17, s. 98 (5).

Eviction with termination order

(6) If an order is made terminating a tenancy under paragraph 3 of subsection (3), the Board may order that the tenant be evicted, effective not earlier than the termination date specified in the order. 2006, c. 17, s.98 (6).

Tenant's notice, application re subtenant

99. The following provisions apply, with necessary modifications, with respect to a tenant who has sublet a rental unit, as if the tenant were the landlord and the subtenant were the tenant:

1. Sections 59 to 69, 87, 89 and 148.

2. The provisions of this Act that relate to applications to the Board under sections 69, 87, 89 and 148. 2006, c. 17, s. 99.

Unauthorized occupancy

100. (1) If a tenant transfers the occupancy of a rental unit to a person(s) in a manner other than by an assignment authorized under section 95 or a subletting authorized under section 97, the landlord may apply to the Board for an order terminating the tenancy and evicting the tenant and the person(s) to whom occupancy of the rental unit was transferred. 2006, c. 17, s. 100 (1).

Time limitation

(2) An application under subsection (1) must be made no later than 60 days after the landlord discovers the unauthorized occupancy. 2006, c. 17, s. 100 (2).

Compensation

(3) A landlord who makes an application under subsection (1) may also apply to the Board for an order for the payment of compensation by the unauthorized occupant for the use and occupation of the rental unit, if the unauthorized occupant is in possession of the rental unit at the time the application is made. 2006, c. 17, s. 100 (3).

Application of s. 87 (5)

(4) Subsection 87 (5) applies, with necessary modifications, to an application under subsection (3). 2006, c. 17, s. 100 (4).

Over holding subtenant(s)

101. (1) If a subtenant(s) continues to occupy a rental unit after the end of the sub tenancy, the landlord or the tenant(s) may apply to the Board for an order evicting the subtenant(s). 2006, c. 17, s.101 (1).

Time limitation

(2) An application under this section must be made within 60 days after the end of the sub tenancy. 2006, c. 17, s. 101 (2).

Compensation, over holding subtenant(s)

102. A tenant(s) may apply to the Board for an order for compensation for use and occupation by an over holding subtenant after the end of the sub tenancy if the over holding subtenant(s) is in possession of the rental unit at the time of the application. 2006, c. 17, s. 102.