

SUBLET AGREEMENT

made pursuant to the provisions of the **Residential Tenancies Act**, 2006, S.O. 2006, c. 17 (hereinafter the "RTA").

This Sublet Agreement is © London Property Management Association, 2018.



BETWEEN: _____
Head Tenant (List names of all Tenants named in Lease)

AND: _____
Together, the "Subtenant" or "Subtenants".

WHEREAS the Head Tenant is the Tenant to a Standard Lease, Additional Terms and any Schedules (a copy of which is attached hereto as Schedule "A" and hereinafter referred to collectively as the "Lease") for the following Rental Unit:

| Unit No. | Street Number and Name | City | Province | Postal Code |
|----------------------|------------------------|------|----------|-------------|
| (the "Rental Unit"); | | | | |

AND WHEREAS the Head Tenant wishes to give to the Subtenant the right to occupy the Rental Unit which is the subject of the Lease for a term ending on a specified date before the end of the Head Tenant's term;

AND in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

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 the Rental Unit in the Lease for a term beginning on _____ and ending on _____.
(yyyy/mm/dd) (yyyy/mm/dd)
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 who is the current Landlord pursuant to the Lease of the sums required to be paid under the Lease, 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 terminate on the date that clause 1 herein indicates that it will end on (the "Termination 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 Rental Unit on or before the Termination Date and hereby gives the Head Tenant the right to resume occupancy on the first day after the Termination Date. Should the Subtenant continue to occupy the rental unit after the Termination Date, the Subtenant acknowledges the right of the Landlord or the Head Tenant to apply to the Landlord and Tenant Board for an order evicting the Subtenant pursuant to section 101 of the RTA and any amendments thereto. The Subtenant hereby acknowledges he has no right to occupy the Rental Unit after the Termination Date.
4. The Subtenant acknowledges that he has read all of the provisions of the Lease 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 Termination Date created by this Sublet Agreement shall not be amended by the parties to this Sublet Agreement without the Landlord's written consent thereto; the parties hereby acknowledge that the Landlord may arbitrarily or 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 Lease or the RTA 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 RTA.
8. The Head Tenant acknowledges that a breach of the Lease appended as Schedule "A" hereto, regardless of whether such breach is committed by the Head Tenant, the Subtenant or any other person permitted by either or any of them in the Rental Unit or the residential complex in which the Rental Unit is located, 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 Lease between the Head Tenant and the Landlord.
9. It is expressly acknowledged between the parties that this Sublet Agreement is not intended to be, nor shall it be alleged or construed to be, an assignment of the attached Lease; furthermore, the parties shall not enter into this Sublet 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 Sublet Agreement.
13. This Sublet 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.
14. This Agreement may be signed by electronic means and it is understood and agreed that it may be executed in two or more counterparts, each of which shall be deemed to be an original, and that such separate counterparts shall constitute together one and the same Agreement, notwithstanding their date and location of actual execution.

IN WITNESS WHEREOF this Agreement has been signed by the parties hereto on the date indicated below.

Head Tenant(s):

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Subtenant(s):

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

LANDLORD'S CONSENT

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

Name: _____ Signature: _____ Date: _____