

# DOMUS<sup>®</sup> INC.

EST. 2005

## SUBLET AGREEMENT

This sublet agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

THE AGREEMENT IS BETWEEN:

\_\_\_\_\_  
(HEAD TENANT)  
\_\_\_\_\_  
(PERM ADDRESS)  
\_\_\_\_\_  
\_\_\_\_\_  
(EMAIL)  
\_\_\_\_\_  
(PHONE)

AND:

\_\_\_\_\_  
(SUBTENANT)  
\_\_\_\_\_  
(PERM ADDRESS)  
\_\_\_\_\_  
\_\_\_\_\_  
(EMAIL)  
\_\_\_\_\_  
(PHONE)

**WHEREAS, the HEAD TENANT** is the Tenant to a Standard Lease, Additional Terms and any Schedules (a copy of which is attached as Schedule A and hereinafter referred to collectively as the "Lease") with \_\_\_\_\_ c/o Domus Inc. (the "Landlord") for the following Rental Unit:

Address: \_\_\_\_\_ Unit: \_\_\_\_\_, Room \_\_\_\_\_, Waterloo, ON, \_\_\_\_\_, [Postal Code] and \_\_\_\_\_ Parking Spot

**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 sufficiency of which is hereby acknowledge, the HEAD TENANT and SUBTENANT hereby covenant and agree as follows:

1. The HEAD TENANT grants the SUBTENANT the right to occupy the Rental Unit for a term beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

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2. The SUBTENANT shall pay occupancy charges to the HEAD TENANT in the amount of \$\_\_\_\_\_/month. 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 other charges, rents or sums that the Landlord is lawfully entitled to charge the HEAD TENANT.
3. The occupancy charges paid by the SUBTENANT to the HEAD TENANT include: (write "YES" if the utility is included and "NO" if the SUBTENANT is to pay for the utility)  
  
\_\_\_\_\_: Hydro  
\_\_\_\_\_: Gas  
\_\_\_\_\_: Water/sewer  
\_\_\_\_\_: Water heater rental  
\_\_\_\_\_: Internet  
\_\_\_\_\_: Cable television service
4. The SUBTENANT agrees to pay for any utility indicated as NOT included above at their own expense and effort, including setting up any necessary accounts and handling all monthly payments and coordinating with roommates to pay bills. **INITIAL** \_\_\_\_\_
5. These sums are due in advance and the SUBLETOR agrees to pay them as follows:
  - a) \$\_\_\_\_\_ as a deposit to be applied as prepaid occupancy charges for the last month of the term of this Agreement.

Due at the signing of this Agreement. Please make deposit out to

\_\_\_\_\_.

- b) \$\_\_\_\_\_ due on the first day of each month starting \_\_\_\_\_. Payments should be forwarded to the HEAD TENANT in the form of "post dated" cheques, made out to \_\_\_\_\_ no later than 1 week after signing this agreement.
6. The SUBTENANT acknowledges having read all provisions of the Lease between the HEAD TENANT and the Landlord and agrees to abide by all clauses therein, including but not limited to, obtaining and maintaining a valid policy of liability and contents insurance.
7. It is acknowledged and agreed that any amounts paid by the SUBTENANT to the Landlord are deemed to be received by the Landlord from the HEAD TENANT.
8. The SUBTENANT and HEAD TENANT acknowledge and agree that the subtenancy shall terminate on the ending date identified above (the "Termination Date") and that the SUBTENANT shall vacate the Rental Unit on or before the Termination and hereby gives

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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, the SUBTENANT agrees the HEAD TENANT and/or LANDLORD shall have the right to apply to the Landlord Tenant Board for an order evicting the SUBTENANT in accordance with the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17 ("RTA") as amended. The SUBTENANT acknowledges they have no right to occupy the Rental Unit beyond the Termination Date.

9. The Termination Date identified in this Sublet Agreement shall not be amended by the parties to this Sublet Agreement without the Landlord's written consent.
10. The parties acknowledge that the HEAD TENANT remains liable to the Landlord for breaches of the Lease and entitled to the benefits under the Lease or the RTA during the Sublet Agreement; furthermore, the SUBTENANT is 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.
11. The HEAD TENANT acknowledges that a breach of the Lease, 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.
12. It is expressly acknowledged between the parties to this Sublet Agreement that this Sublet Agreement is not intended to be, nor shall it be alleged to be, an assignment of the attached Lease.
13. The SUBTENANT acknowledges and agrees that he shall not assign, transfer or otherwise part with possession of any of the SUBTENANT's interests in the Sublet Agreement.
14. TERMS USED: Throughout the Sublet Agreement the singular shall include the plural, plural shall include the singular and the masculine gender shall include the feminine, as the context shall indicate or require.
15. If any provisions in this contract are deemed not legal (Residential Tenancies Act is modified regularly), the remainder of the contract is still binding.

**[signature page to follow]**

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**IN WITNESS WHEREOF** the parties hereto have executed this Sublet Agreement on this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
(HEAD TENANT)

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
(SUBTENANT)

## LANDLORD'S CONSENT

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

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_