

SUBLET AGREEMENT ONTARIO

Premises Address: _____ Unit/Apartment No.: _____

Parties:

Original Tenant (Sublessor) Name: _____

Subtenant (Sublessee) Name: _____

Landlord's Name: _____

Term of Sublet:

Start Date: _____ End Date: _____

Rent and Payment:

Monthly Rent Amount: _____ CAD

Payment Due Date (each month): _____

Payment Method: _____

Security Deposit:

Amount Held by Original Tenant: _____

1. Agreement to Sublet

The Original Tenant (Sublessor) hereby agrees to sublet the Premises to the Subtenant (Sublessee) subject to all terms and conditions set forth in this Agreement and the original tenancy agreement between the Original Tenant and the Landlord.

2. Original Tenancy Agreement

The Subtenant acknowledges having received a copy of the original tenancy agreement and agrees to comply with all its terms and conditions as if the Subtenant were the Original Tenant.

3. Term and Possession

The Subtenant shall occupy the Premises from the Start Date to the End Date specified above. Any extension must be agreed in writing by the Original Tenant, Subtenant, and Landlord.

4. Rent and Utilities

The Subtenant agrees to pay the Monthly Rent Amount to the Original Tenant on or before the Payment Due Date by the Payment Method specified. The Subtenant is responsible for utilities as agreed between the parties.

5. Security Deposit

The Original Tenant holds a Security Deposit as per the original tenancy. The Security Deposit shall be dealt with in accordance with the Residential Tenancies Act, 2006 (Ontario) and any applicable law.

6. Maintenance and Repairs

The Subtenant agrees to keep the Premises clean and in good condition and to promptly notify the Original Tenant of any damage or necessary repairs. The Subtenant shall be responsible for any damage caused by negligence or misuse.

7. Compliance with Laws and Original Tenancy

The Subtenant shall comply with all obligations imposed on tenants under the Residential Tenancies Act, 2006 (Ontario), and any other applicable law, as well as the terms of the original tenancy agreement.

8. Assignment and Subletting

The Subtenant shall not assign this Agreement or further sublet the Premises without the prior written consent of the Original Tenant and Landlord.

9. Entry and Inspection

The Original Tenant and Landlord have the right to enter the Premises in accordance with the Residential Tenancies Act, 2006 (Ontario), for inspection, repairs, or other lawful purposes after providing proper notice.

10. Termination

This Agreement shall terminate at the End Date specified above unless extended in writing. Early termination must comply with the Residential Tenancies Act, 2006 (Ontario).

11. Indemnity

The Subtenant agrees to indemnify and hold harmless the Original Tenant and Landlord from any claims, damages, or losses arising from the Subtenant's use or occupancy of the Premises.

12. Dispute Resolution

Any disputes arising under this Agreement shall be resolved in accordance with the Residential Tenancies Act, 2006 (Ontario), including but not limited to applications to the Landlord and Tenant Board.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subletting of the Premises and supersedes all prior discussions, agreements, or understandings of any kind.

15. Amendments

No amendment to this Agreement shall be effective unless made in writing and signed by both parties.

16. Notices

Any notice required or permitted under this Agreement shall be in writing and delivered personally or sent by registered mail, email or courier to the addresses set out above or as subsequently notified.

17. Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

18. Waiver

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default.

19. Signatures and Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

ORIGINAL TENANT'S SIGNATURE

SUBTENANT'S SIGNATURE

Signature: _____

Signature: _____

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