

SUBLET AGREEMENT

This sublet agreement is entered into on the ____ day of _____, 20____.

THE AGREEMENT IS BETWEEN:

(RESIDENT)

(PERM ADDRESS)

(EMAIL) _____ (PHONE)

AND:

(SUBLETOR)

(PERM ADDRESS)

(EMAIL) _____ (PHONE)

DESCRIPTION OF PREMISE, TERMS AND RENT:

I, the RESIDENT, agree to rent to you, the SUBLETOR, _____ Unit _____, Room _____, Waterloo, ON, further known as the "Premise" with, ___ parking spot included *****ONLY ADD PARKING IF A SPOT IS INCLUDED IN RENT THE SUBLETOR WILL PAY THE RESIDENT PER MONTH.** If parking is extra and needed, please have the subletor contact Domus Student Housing Inc., Resident Services at fix@domushousing.com to inquire about applying for a parking pass.

You, the SUBLETOR, agree to rent and I, the RESIDENT, agree to provide for your residential use under the following terms and conditions:

The SUBLETOR will rent the Premise beginning the ____ day of _____, 20__ at 2PM (start date) and ending the ____ day of _____ 20__ at 2PM (end date).

The SUBLETOR agrees to pay a total monthly rent of \$_____/month

This monthly rent includes: (write "YES" if the utility is included and "NO" if the SUBLETOR is to pay for the utility)

___: Hydro
___: Gas
___: Water/sewer
___: Water heater rental
___: Internet
___: Cable television service

The SUBLETOR agrees to pay for any utilities 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: _____

These sums are due in advance and the SUBLETOR agrees to pay them as follows:

a) \$_____ as a deposit to be applied as prepaid rent towards the last months' rent 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 RESIDENT in the form of "post dated" cheques, made out to _____ no later than 1 week after signing this agreement.
Note: there is a charge of \$25.00 on any returned rent payments for any reason.

The SUBLETOR agrees to abide by all clauses previously agreed upon between the RESIDENT (referred to as the LESSEE below) and the LANDLORD (referred to as the LESSOR below).

These clauses include:

1. **ENTRY:** Lessee agrees that at all reasonable times during the term of this lease; Lessor or its agents may enter the premises for the purpose of inspection, cleaning, repairs or renovations as necessary provided at least 24 hours notice is given to the tenants. Monthly or bi-monthly inspections of all units will be completed at the Lessor's discretion with 24 hours notice. Furthermore the lessee agrees that the Lessor may enter the rented premise in the manner specified under provincial guidelines for the purpose of exercising its rights to show the premise to prospective new tenants.
2. **CARE OF PREMISES:** Lessee shall keep the premises in clean conditions and is responsible for replacing all light bulbs, fuses, resetting breakers, and unclogging toilets. Should you need a plumber to unclog your toilet and it is found to be the Lessee's fault the toilet was clogged, the charge for the plumber will be the responsibility of the Lessee. Lessee shall not make any alterations including paint, wallpaper, nails or picture hangers in the premises without the written consent of the Lessor. Any additional repairs or cleaning required and the end of the lease term to be made by the Lessor, except normal wear and tear, or those noted in initial inspection report, shall be charged equally to all relevant Lessees.
3. **LOCKS AND KEYS:** The lessee shall not alter or add to the locking system on any entry or bedroom door of the rented premise without the written permission of the Lessor. In the event the Lessee locks himself out of the rented premise, the Lessor shall not be obligated to unlock the rented premise under a certain time frame. The tenant shall be responsible for all costs of re-entry, including but not limited to locksmith charges, charges for damage howsoever caused, and any service charge payable to the Lessor if the Lessor agrees to unlock the Premises (\$35.00 per visit). Keys are provided gratuitously and must be returned upon termination of lease. A charge of \$100.00 will apply for each set of lost or unreturned key(s) if the rented premise is an apartment building with controlled entry and \$10.00 for all other rented premises.
4. **RULES AND REGULATIONS:** The Lessee agrees to occupy the Premises for no other purpose than that of a residential dwelling, to abide by the Rules and Regulations of this Agreement or Lease and to perform all covenants herein contained.
 - a) Repairs needed for appliances such as refrigerator/stove and washer/dryer shall be the responsibility of the Lessor unless they are needed as a result of use other than normal wear and tear.

Lessor shall provide the following chattels: ____ fridge, ____ stove, ____ dishwasher, ____ microwave.

- b) Lessee shall not remove any appliances from unit, nor bring any major appliances into unit without prior written consent of Lessor. Lessee shall not use portable electric heaters, or hot plates.
- c) The following furniture will be provided with the rented premises and must be returned in original condition minus regular wear and tear. Failure to return the furniture in said condition will result in a minimum \$200 charge.

Furniture included: _____

- d) Damage or tampering to appliances may lead to removal of equipment and its users shall share cost equally unless blame can be positively determined.
- e) Any damage to common areas shall be charged to all occupants of said premise unless blame can be positively determined.
- f) No bicycles shall be kept inside individual units. Bicycles should be stored in the designated areas.
- g) Occupant shall do cleaning of kitchen and bath routinely; this is to include weekly cleaning of floors toilets and bathtubs. Cooking to be limited to kitchen area only.
- h) Lessee is responsible for their own garbage. It is agreed and understood that garbage shall not be stored for long periods of time inside the unit but shall be placed in the appropriate containers outside the rented premises as designated by the Lessor and if applicable, move these containers to the curb and back on garbage/recycling day. Should a pest control problem such as mice or any other vermin be caused by a result of continually leaving opened food and garbage around the premise, the cost of pest removal will be at the cost of the Lessees.
- i) Lessee is responsible for any damage caused by visitors he or she allows on the premise.
- j) The Lessee shall not keep any pets on the premise.

- k) Lessor accepts no responsibility of vehicle, parking fines, loss or damage, including contents, parked at the rental premise. **No parking on grass.**
 - l) Private automobiles or other motorized vehicles will be parked only in spots or area allotted to them by the Lessor and not in any other spots. *Inform landlord of vehicle plate numbers of cars to be parked at rented premises. If you permit any vehicle to be parked in a location other than the allocated parking spot, or areas, or should any such vehicle remain in the allotted parking spot or area for such time that we believe the vehicle has been abandoned, the Lessee shall be entitled to remove the vehicle from the premise at the vehicle owner's risk and expense.
 - m) The Lessor will maintain access to and from the Rented Premises including snow removal from the walkways and sidewalks (driveways are excluded and are the responsibility of the Lessees). The Lessor will be responsible for cutting the lawn as well. Snow removal and lawn cutting will be done on your behalf at the cost of any entitled interest due on the residents' last month's rent deposit.
 - n) Smoking is prohibited inside the premises and within 5 meters of any entrance to the premises.
 - o) Heat is to be maintained at a temperature of not less than 15 degrees Celsius while residents are on holidays so as not to freeze the pipes.
 - p) Lessee to notify in writing of any damage or structure defects, defective fire alarms, fire extinguishers and exit lights. The Lessees agree to not remove or tamper with any fire alarms or extinguishers.
 - q) There are no barbeques permitted on balconies or inside the rented premises.
 - r) The Lessees agree not to cause or permit any noise or interferences which are disturbing to the comfort or reasonable enjoyment of others at the Rented Premises.
 - s) Lessor is not required to provide tub or shower curtains.
 - t) If a fire occurs due to the negligence of any resident/subletor or guests of residents/subletor, which would render the unit uninhabitable the Lessor would NOT be required to provide alternate accommodation for Lessee and the Lessee would be required to pay for damages and also continue fulfilling all terms of the lease.
5. **INSURANCE:** Lessee shall, during the entire period of the residency at their sole cost and expense, obtain and keep in full force and effect, content insurance in an amount equal to that which the Lessor, acting responsibly, considers adequate. The Lessee agrees to provide to Lessor, upon demand at any time, proof that all insurance is in full force and effect. Lessor shall maintain fire insurance on said building.
6. **INDEMNIFICATION:** Lessee will indemnify and save harmless the Lessor, the Lessor's agents, servants and workman from and against any and all claims, suits, actions, damages, and causes of action arising from injury, loss of life, or damage to property sustained in, or upon the rented premises.
7. **NOTICES:** The Lessee may give all maintenance/other notices to the Lessor by emailing Domus Student Housing at fix@domushousing.com. Notices can also be mailed to 295 Weber St N, Suite 7, Waterloo, ON N2J 3H8. Office: 519-342-0608, Fax: 519-342-0697.
8. **TERMS USED:** Throughout this Lease the singular shall include the plural, the plural shall include the singular and the masculine gender shall include the feminine, as the context shall indicate or require.
9. If any provisions in this contract are deemed not legal (Residential Tenancies Act is modified regularly), the remainder of the contract is still binding.

IN WITNESS WHEREOF the parties hereto have executed this LEASE on this _____ day of _____ 20_____.

SIGNED, SEALED and DELIVERED in the presence of:

(Resident)

(Subletor)