

Sublet Agreement

This is a template only for your reference. HRS Property Management shall not be responsible for any behaviors of the Subtenant.

This sublet agreement dated the _____ day of _____ (Month), 20____ (Year) is between:

(the "Tenant" of the first part)

AND

(the "Subtenant" of the second part)

Background

- A. This is an agreement (the "Sublet Agreement") to sublet real property according to the terms specified below.
- B. The provisions of this Sublet Agreement are subject to the terms and restrictions of the master lease (the "Master Lease") dated _____ (month) _____ (date), 20____ (year) between HRS Property Management and the Tenant, with respect to the following apartment and any improvements on those _____ lands (the "Premises") _____ municipally _____ described as: _____ (room, unit, address)

IN CONSIDERATION OF the Tenant subletting and the Subtenant renting the Subleased Premises, both parties agree to keep perform and fulfill the promises, conditions and agreements below:

Subleased Premises

1. The Tenant agrees to sublease to the Subtenant all of the Premises (the "Subleased Premises") for use as a residential Subleased Premises only. Neither the Subleased Premises nor any part of the Subleased Premises will be used at any time during the Term of the Sublet Agreement by the Subtenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private residence.

Term

2. The term (the "Term") of this Sublet Agreement commences at 2:00pm on _____ (month) _____ (date), 20____ (year) and ends at 2:00pm on _____ (month) _____ (date), 20____ (year).

Rent

3. The Subtenant agrees to pay rent in the amount of \$_____/month payable monthly and in advance on the _____ day of each month to the Tenant.

Utilities

4. The Subtenants agrees to pay the following for the following utilities and services:

- Hydro Gas Water/Sewer Internet Other _____

Subletting

5. The Subtenant will not assign, transfer or further sublet the Subleased Premises or any part of the Subleased Premises without the prior written consent of the Tenant and the Landlord.

Master Lease

6. This Sublet Agreement incorporates and is subject to the Master Lease, which is incorporated as if it were set out in this Sublet Agreement.

Event of Default

7. The Subtenant will default under this Sublet Agreement if any one or more of the following events (the "Event of Default") occurs:

- a. The Subtenant fails to pay the Rent to the Tenant or any amount of it when due or within any grace period, if any.
- b. The Subtenant fails to perform any of its obligations under this Sublet Agreement or any applicable obligation under the Master Lease.
- c. The Subtenant abandons the Sublet Premises or any part of the Sublet Premises.
- d. The Subtenant uses the Subleased Premises for any unpermitted or illegal purposes.
- e. The Subtenant fails to commence, diligently pursue, and complete the Subtenant's work to be performed pursuant to this Sublet Agreement pertaining to the Subleased Premises.
- f. The Subleased Premises, or any of the Subleased Premises, is completely or partially damaged by fire or other casualty that is due to the Subtenant's negligence, wilful act, or that of the Subtenant's employee, family, agent, or guest.
- g. Any other event of default provided in the Act.

Remedies

8. Upon the occurrence of any Event of Default, the Tenant has any or all of the following remedies:

- a. Terminate the Sublet Agreement upon any notice required in the Act and the term will then immediately become forfeited and void.
- b. The Tenant may, but is not obligated to, perform any obligation of this Sublet Agreement or the Master Lease, which the Subtenant has failed to perform, on behalf of the Subtenant and seek redress from the Subtenant.
- c. The Tenant may reenter the Subleased Premises or any part of the Subleased Premises, and in the name of the whole repossess and enjoy the same as of its former state anything contained within the Subleased Premises.
- d. Any other remedy provided in the Act.

9. No reference to or exercise of any specific right or remedy by the Tenant will prejudice or preclude the Tenant from any other remedy whether allowed at law or in equity or expressly provided for in this Sublet Agreement or the Master Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Tenant may from time to time exercise any one or more of such remedies independently or in combination.

10. Upon the expiration, termination or cancellation of the Master Lease or this Sublet Agreement, all obligations of the parties under this Sublet Agreement will be extinguished.

Severability

11. If any term, covenant, condition, or provision of this Sublet Agreement is held by a court of competent



Unit 101, 188 King St N, Waterloo, ON

Tel: 226-978-0101

Email: info@hrsproperty.com

Web: www.hrsproperty.com

jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Additional Clause

12.

IN WITNESS WHEREOF the Tenant and the Subtenant have duly affixed their signatures under hand and seal on this _____ day of _____ (Month) 20_____(Year).

(Signature of the Tenant)

(Signature of the Subtenant)

Contact Information (Required)

Tenant

First Name _____ Last Name _____

Email Address _____

Phone Number _____

Subtenant

First Name _____ Last Name _____

Email Address _____

Phone Number _____

**You must attach subtenant's government issued ID and student ID to this agreement.*