

SUBLEASE AGREEMENT

1. **THE PARTIES.** This Sublease Agreement ("Agreement") is entered into on _____, by and between:

Tenant: _____, with a mailing address of _____, who agrees to sublet to:

Subtenant: _____, with a mailing address that is the same as the property address. The Subtenant agrees to pay rent to the Tenant in exchange for occupying the property.

Occupant(s): _____. An occupant is a friend or family member allowed to reside on the property.

2. **PROPERTY.**

Address: _____

Type: Apartment House Condo Other: _____

Bedroom(s): ____ Bathroom(s): ____

3. **LEASE PERIOD.**

Start Date: _____

End Date: _____

The Subtenant is permitted to occupy the property on the start date and must vacate and return possession by midnight on the end date.

4. **RENT.** The Subtenant agrees to pay the following:

Monthly Rent: \$ _____

Due Date: ____ day of each month

Payment Instructions: _____

5. **FURNITURE.** (check one)

- **Property is Not Furnished.**

- **Property is Furnished.** The property is furnished with the following items:

6. APPLIANCES. (check one)

- **Property Has No Appliances.**

- **Property Has Appliances:** (check all that apply)

- Air Conditioner(s)

- Dishwasher

- Microwave

- Refrigerator

- Stove/Oven

- Washing Machine & Dryer (for laundry)

- Other. _____.

7. SECURITY DEPOSIT. (check one)

- **No Security Deposit.**

- **Security Deposit Required.** \$_____ must be paid by the Subtenant at the execution of this Agreement. The security deposit shall be returned to the Subtenant within the return period required under Governing Law. Any damages or losses caused by the Subtenant may be deducted from the security deposit. If any deductions are made, an itemized list describing each deduction shall be provided.

8. MOVE-IN INSPECTION. (check one)

- **No Move-In Inspection.**

- **Move-In Inspection Required.** Both the Tenant and Subtenant must complete a move-in inspection within 5 days from the start of the lease period. The inspection describes the property's condition before move-in and must also be completed after the end of the lease period, which determines any damages caused by the Subtenant.

9. PRE-PAYMENT OF RENT. (check one)

- **No Pre-Payment of Rent is Required.**

- **Pre-Payment of Rent is Required.**

Pre-Payment Amount: \$ _____

Pre-Payment Period:

Start Date: _____

End Date: _____

10. LATE RENT. If the Subtenant pays rent late, there is: (check one)

- **No Late Fee.**

- **Late Fee:** (check one)

- Fixed Amount. \$_____ for each occurrence day rent is late.

- Interest. ____% per annum.

11. UTILITIES & SERVICES. (check one)

- **Tenant Pays None.** All utilities are included in the rent price.

- **Tenant Pays for Some.** Tenant pays for:

_____. All other utilities and services shall be paid by the Subtenant.

- **Tenant Pays for All.** All utilities and services that are currently provided to the property shall be paid by the Tenant.

12. PARKING. (check one)

- **No Parking Provided.**

- **Parking is Provided.** ____ parking space(s) provided with: (check one)

- No Fee.

- Fee (describe). _____.

13. PETS. (check one)

- **No Pets Allowed.**

- **Pets are Allowed:** _____

14. SMOKING POLICY. (check one)

- **Smoking is Not Allowed.** Smoking is not allowed on the property.

- **Smoking is Allowed:** (check one)

- In All Areas.

- Specific Areas: _____.

15. LANDLORD'S CONSENT. (check one)

- **Tenant Has Consent.** The Tenant has consent from the landlord to sublet the property.

- **Tenant Does Not Have Consent.** The Tenant does not have consent from the landlord to sublet the property. However, upon executing this Agreement, the Tenant agrees to request consent from the landlord. If written consent is not obtained from the landlord within five (5) days, this Agreement shall terminate within any money paid to the Tenant to be refunded.

Subtenant. (check one)

- The address of the property.

- _____.

17. SUBLETTING. (check one)

- **No Subletting Allowed.** The Subtenant is not allowed to sublet the property unless written consent is granted by the Tenant.

- **Subletting is Allowed.** The Subtenant is allowed to sublet the property.

18. LEAD-BASED PAINT. (check one)

- **No Lead-Based Paint.** The property was constructed after January 1, 1978; therefore, no lead-based paint or hazard disclosures are required.

- **Lead-Based Paint Disclosures.** The property was constructed before January 1, 1978; therefore, the Tenant must provide a lead-based paint or hazards disclosure and the "Protect Your Family From Lead in Your Home" brochure provided by the EPA.

19. LIABILITY. The Subtenant agrees to surrender and deliver to the Tenant the property, including all furniture, appliances, and decorations within the property, in the same condition as they were at the beginning of the lease period, with reasonable wear and tear excepted. The Subtenant is liable to the Tenant for any damages occurring to the property, either by deducting from the security deposit or billing separately. All actions conducted by any guests of the Subtenant are the responsibility and liability of the Subtenant.

20. GUESTS. There is no other person(s) living on the property other than the Subtenant and the Occupant(s). Guests of the Subtenant are allowed for periods not lasting for more than forty-eight (48) hours unless otherwise approved by the Tenant.

22. DISPUTES. If a dispute arises during or after the term of this Agreement between the Tenant and Subtenant, they agree to negotiate amongst themselves before any litigation, arbitration, or mediation.

23. WRITTEN AGREEMENT. This Agreement constitutes the sole agreement between the Tenant and Subtenant with no additions, deletions, or modifications that may be accomplished without the written consent of both parties. Any oral representations made at the time of executing this lease are not legally valid and, therefore, are not binding upon either party.

24. GOVERNING LAW. This Agreement is bound to the laws in the jurisdiction where the property is located.

25. ADDITIONAL TERMS & CONDITIONS.

27. ENTIRE AGREEMENT. This Agreement contains the entire agreement of all parties on these matters, superseding any previous agreement between them.

Tenant Signature: Date: _____
Print Name: _____

Subtenant Signature: Date: _____
Print Name: _____

Subtenant Signature: Date: _____
Print Name: _____

NOTE: SECURITY DEPOSIT.

There's gonna be a hold of a security deposit of \$_500___ in accordance with the B.C. Residential Tenancy Act. When the tenancy ends and after receiving the Tenant's forwarding address in writing, the Landlord will, within 15 days:

- (a) return the security (and any pet) deposit with applicable interest, or
- (b) provide an itemized statement and obtain the Tenant's written consent to any deductions for unpaid rent or for damages beyond reasonable wear and tear, or
- (c) apply to the Residential Tenancy Branch for dispute resolution.

Both parties will complete a move-out condition inspection. If the Landlord does not act within the 15-day timeline after receiving the forwarding address, the Tenant may apply to the RTB and the Landlord may be ordered to pay double the deposit. Interest is calculated at the rate set by the Province for the period the deposit is held.