

What You Need To Know About Subleasing

- Do you have the permission of the owner or manager to proceed with arrangements for a sublease? If you go ahead without permission, the owner has the right to declare your arrangements invalid.
- Will your sub-tenant be paying rent to you or directly to the owner? Remember, in most subleases, primary responsibility for punctual payment of the rent remains with the original tenant.
- Are the terms of the lease recorded in a written document? (No one should proceed with any kind of rental agreement, including a sublease, that's not set down in writing; see sub-lease forms available on this site.)
- Have you made arrangements for you and your sub-tenant to complete an Inventory & Condition Report at the time of the sub-tenant's move-in? Owners and managers always hold the original tenant responsible for any damage that the sub-tenant may do.
- How much will you ask your sub-tenant to put down as a Security Deposit?
- Have you made sure that the dates of the sublease, as written, don't extend beyond the dates of the original lease?
- Have you checked the original lease to find out whether the owner or manager of the rental is entitled to charge a sublease fee?
- Have you made three (3) copies of the sublease document? (One is for your sub-tenant, one is for the owner or manager, and one is for yourself.)