

What you need to know about subletting



So you have that apartment until August but you will only be here until May. Or maybe you've signed that lease and need to get out of it. Whatever your situation may be, the answer might be to sublet your apartment, room, or house.

What is Subletting?

Subletting is having someone take over the responsibilities of your lease for you. The terms of the sublet (also known as a sublease) may be that the new tenant will pay a portion of your rent and you'll pay the rest. Or perhaps you found someone to take over your place in the lease. Either way, a person has agreed to sign the lease and has taken responsibility for your portion of the rent.

Under What Circumstances Can I Sublet?

If your lease expressly permits subletting or assignment, you are legally free to substitute another tenant for yourself. The same is true if there is nothing expressed in your lease against subletting, however, if your landlord has explicitly forbidden subleasing you are NOT permitted to do so unless you have made special arrangements with your landlord. Some additional terms may be included such as written consent of the landlord or processing fees, all of which should be outlined in your lease. Whatever the case, **GET EVERYTHING IN WRITING!!**

What are the Different Types of Agreements I can make?

Generally, there are two types of sublets or agreements. The first is called an assignment. Under an assignment, the new tenant pays rent and deals directly with the landlord. Also, be aware that if the new tenant leaves or refuses to pay rent, the landlord can sue both the original and new tenants for damages.

The second type of agreement is a subleases. In a sublease, the original tenant steps into the landlord's position, becoming a landlord to the subtenant. The subtenant pays rent to the original tenant who then forwards it to the landlord. Again, the original tenant is still responsible to the landlord if the subtenant breaches the lease.

Make sure you are aware, beyond a reasonable doubt, whether or not you are still responsible for the rent money after subleasing to another tenant. Many landlords will offer a written consent; also known as a novation, releasing you from further

obligation to the lease.

What Should I Include in the Sublet Agreement?

Make sure all the terms of the lease are understood by all parties. Sometimes the terms can get a little hard to understand, in which case you should ask for clarification. Most importantly, get everything in writing. This way, if there are any misunderstandings in the future, you can refer to this agreement.

Topics important to address in the sublet agreement include:

- ◆ **PARTIES:** make sure to outline who the tenant(s) and the subtenant(s) is/are
- ◆ **PROPERTY:** include the address and number of the apartment as well as other property associated with it (for example: furniture, appliances, etc.)
- ◆ **TERMS:** mention the dates the sublease is valid (from date to date)
- ◆ **RENT:** include the amount of the rental agreement and the due date each month
- ◆ **UTILITIES:** explain what services or utilities are included/not included in the sublease
- ◆ **OTHER TERMS:** the subtenant will agree to follow the guidelines mentioned and pay the rent to either you or the landlord, copies make, and other provisions
- ◆ **ROOMMATES:** as a courtesy to your roommates, you should inform them of your subletting plans if you haven't already; a good idea is to include them into your contract so that there is not miscommunication
- ◆ **SIGNATURE (S)** make sure you sign and date the agreement as well as the tenant and roommates if you have any; sometimes the landlord's signature is required also

NOTE: *Be aware that agreements should be adapted to fit your situation. The examples provide for you in our office are not legally binding, so you might want to seek legal advice before doing anything. Any further concerns should be addressed in your lease or by your landlord.*

Remember, subletting can be relatively simple if you follow these guidelines. Don't make subleasing a nightmare, be thorough, and you should be all right. If you have further questions, call the Office of Off-Campus Living, 125 HUB-Robeson Center, (814) 865-2346.