



CENTER FOR
STUDENT LEGAL SERVICES

SUBLEASES

A sublease is an agreement between a tenant to an existing lease (the sublessor) and another person (the sublessee) which states that the sublessee will take over the tenant's lease for a certain period of time. When a sublease is in place, the sublessor becomes the landlord of the sublessee. Ohio Landlord/Tenant law applies in these circumstances and the sublessor continues to be responsible both to the landlord, as a party to the original lease agreement, and the sublessee, as a party to the sublease agreement.

DO YOU CURRENTLY HAVE A LEASE THAT YOU ARE SEEKING TO SUBLET?

Your lease agreement likely addresses the issue of subleases. Read your lease carefully and see what your lease says with respect to subleasing your apartment. Landlords are permitted to prohibit subleasing or to require that you get their written permission to do so. If you are in a situation where you want or need to sublease your apartment, it is best to discuss this situation with your landlord first. If your landlord does agree to permit subleasing, you should get this agreement in writing and include in that writing the details of your agreement.

If the sublessee does not pay rent or damages the apartment, the landlord will look to you to fulfill the obligations under the lease. Because you continue to be responsible for the obligations under the lease agreement, it is important that the terms of a sublease agreement are clear between the parties and put in writing in the form of a written sublease agreement. To reduce your potential liability in a sublease situation, you should incorporate the terms of your original lease agreement into the sublease. You should consider getting a security deposit from the sublessee and you should transfer all utilities out of your name when applicable. Be sure to record a permanent address for your sublessee and do not hesitate to ask for references. Before your sublessee moves in, walk through the apartment with him/her and record any damages that might be charged by the landlord. Plan on doing this walk through again when the sublessee moves out so that you can hold the sublessee accountable for damage that they created.

Attached is a sample sublease agreement that you can reference when creating your own sublease agreement. Please contact an attorney if you have specific legal questions or would like assistance in drafting a sublease agreement for your use.

ARE YOU CONSIDERING SUBLEASING ANOTHER INDIVIDUAL'S APARTMENT?

Do not enter into a sublease agreement with anyone unless you have the landlord's approval to do so. Request a copy of the lease agreement and any other rules and regulations provided by the landlord. Review those documents, as you will be responsible for their terms and conditions.

If there are other tenants living in the property, be sure to meet them and have a full understanding of the living situation and circumstances that you are entering into. Make sure that everyone is clear on what they expect will happen when you move in: How will space be used and shared? Who is responsible for utilities? Is rent paid with individual checks or is there one check given to the landlord? What are the house rules with respect to guests, overnight visitors, parties, quiet hours, etc.?

If your sublessor is asking you for a deposit, remember that you will have to get that deposit back from the sublessor, not the landlord. At the end of your stay, you may not even know where to find the sublessor. The better approach is to pay your security deposit to the landlord directly. Ask the landlord if they are willing to walk through the rental unit with you to document the condition of the property at the time you move in so that when you move out, you will not be charged for damages that existed prior to your tenancy.

Be sure to put your sublease agreement in writing. The attached template can be used to help you draft a sublease agreement that reflects the terms to which you and the sublessor have agreed.

This flyer does not constitute legal advice, nor is it intended as a substitute for legal advice. Ohio University students with questions may contact the Center for Student Legal Services for an appointment.

SUBLEASE AGREEMENT

This agreement is made on _____ (date) by and between _____ (sublessor) and _____ (sublessee) for the rental premises located at: _____.

The parties to this agreement acknowledge that they have obtained the permission of _____ (name of landlord) to enter into this agreement.

The parties acknowledge that this agreement is a binding contract that accurately reflects their agreement with each other. However, the parties also acknowledge that this contract does not control or modify the agreement that already exists between sublessor and the landlord. Furthermore, the parties acknowledge that this agreement will not protect them from any claims asserted by the landlord against either sublessor or sublessee.

The terms of the original lease are attached to this sublease agreement and incorporated into the agreement of these parties. The parties to this sublease agreement agree to modify the original lease as follows:

1. Term of Lease: Sublessee will rent the premises from _____ (beginning date) to _____ (end of sublease term).
2. Sublessee will pay rent in the amount of \$_____ on _____ (date rent is due). The rent shall be paid to _____. (Specify whether rent is to be paid to sublessor, landlord, or another tenant).
3. Security Deposit: Sublessee is paying \$_____ to _____ (specify name of party holding the security deposit).
4. Sublessee is responsible for the following utilities: _____

_____.
5. Sublessor will transfer the following utilities into sublessee's name _____

_____.

Signed by:

Sublessor Signature

Sublessee Signature

Sublessor Print Name

Sublessee Print Name

Permanent address:

Permanent address:

(If Necessary) Landlord acknowledges that he is aware of this sublease agreement and that it is permitted under the terms of his lease agreement:

Landlord's signature

Landlord Print Name