Subletting Your Apartment

If you sublet you will still be on the lease and responsible to the landlord, even though you will no longer be living in the apartment. If the person you sublet to does not pay the rent or damages the apartment, you will be financially responsible.

Issues to consider before subletting

- **Landlord Permission.** Most of the time you will need the landlord’s permission in writing before you sublet your apartment. **CHECK YOUR LEASE.**

- **Landlord Sublet Procedures.** Some landlords have specific procedures which you must follow for sublet permission. **CHECK WITH YOUR LANDLORD ABOUT HIS/HER SUBLETTING PROCESS!**

- **Roommate Permission.** All parties on the lease must agree to any major changes, including adding new tenants. Make sure that your roommates meet the potential sublessee. Remind your roommates that they are "jointly and severally" liable, so if you do not find a sublessee and do not pay the rent, the landlord may try to evict and/or collect your rent from them.

- **Check out the Possible Sublessee.** You will want to screen potential sublessees carefully, because you can be ultimately responsible for unpaid rent or apartment damages. You want to be assured that the sublessee you find is able to pay the rent and has not had past rental problems. You may ask for landlord references to find out if they paid rent late or caused damages in previous apartments. A landlord may also decide to screen the potential sublessees him- or herself.

- **Sublet Agreements.** The single most important step is using a written sublet agreement. List all terms of the sublet clearly, such as the starting and ending dates, amount of rent, and how rent will be paid, the security deposit arrangement, and who will clean the apartment at the end of the lease or pay charges to the deposit. Include any particular conditions such as whether or not the apartment will be furnished, responsibilities like taking care of plants or pets, and parking.

- **Security Deposits.** You may want to collect a deposit from the sublessee. In the event the landlord sues the sublessee and/or you, you will at least retain some of the sublessee's money. When you collect the deposit, you can keep it yourself and/or arrange with the landlord in writing for the deposit you paid to be returned directly to the sublessee. In some cases, the landlord may charge the sublessee a deposit while trying to keep the original tenant's deposit. Landlords may charge a sublessee any amount for a deposit.

- **Check-In.** It is wise to have your sublessee complete a check-in form when they move in to document the apartment conditions. All tenants must be given at least 7 days after moving in to inform the landlord/sublessor about any pre-existing damages. Have your sublessee note all problems with the apartment on the form. Then have the sublessee make a copy of the completed form for him- or herself. Give the original to the landlord within several days of moving and keep a copy for your records.

- **Check-Out.** Make an appointment to check out with your landlord before the new sublessee moves in. You can also fill out a check-out form. Inform your landlord in writing that you completed your own check-out form. Make a copy of the completed check-out form and give the original to the landlord. If you believe you may have difficulty getting your deposit back, have a witness (not a roommate or relative) inspect with you and sign the completed check-out form. You can also take photos to document the condition of the unit.

**Sample Sublease Agreements, Check-In and Check-Out Forms are available at [www.tenantresourcecenter.org]**

BEWARE OF SUBLET SCAMS!!!!!