

HOW TO: SUBLET

YOUR VEDA SUITE

CONDITIONS:

- Your sublet must be a student & approved by VEDA management
- Your sublet arrangement must be for a minimum of 1 month
- If you are terminating your lease, your sublet must move out & return your keys on the last day of your lease (i.e. August 27th by 2:00PM – please make this clear, no late move-outs)

HOW IT WORKS:

- You remain our tenant and you act as the landlord to your sublet (also known as a sub-tenant)
- You continue to pay rent & your sublet pays rent to you
- You can adjust the rent price (some tenants choose to lower the price, some tenants choose to include kitchen supplies, etc. & increase rent)
- We highly recommend you sign a Sublet Contract and take a deposit so that your agreement is in writing and you have a documented transaction



THE PROCESS:

1. When you have a prospective sublet lined up, confirm they are a student by receiving a copy of their Student ID. Next, please fill out the [Sublet Application](#).
2. VEDA management will review the application & provide approval via email.
 - If **approved**, we recommend you sign an agreement with them (template below)
 - If **not approved**, please proceed to secure another suitable sublet
3. Secure a deposit from your sublet. In BC, a deposit can not be more than **half a month's rent**. We also recommend that you arrange a monthly rent payment method. (**Remember:** you still pay rent to VEDA as the original tenant, your sublet pays their rent to you)
4. When your sublet **agreement is signed** & you have **received a deposit**, communicate your successful sublet arrangement to VEDA management by replying to the sublet approval email. Any tenant who sublets their suite **must** confirm the arrangement so that VEDA is aware of all residents on our property. Failure to update management could result in a fine or eviction. **TIP:** Use our templates below that you can modify to suit your agreed-upon terms. If you make any edits, simply cross out or add items; have yourself and your sublet initial beside the change(s).
5. We encourage you to do a Condition Inspection Report with your sublet so you inspect the suite together (keep the original, give a copy to your sublet). It's also a good idea to take pictures before handing over your suite to your sublet. **Keep in mind:** At the end of **your** tenancy, we do a move-out inspection and as our tenant, you will be expected to leave behind a clean suite. You will be responsible for any repairs or extra cleaning required.

SUBLET LEASE CONTRACT

This sublet agreement is entered into on the _____ day of _____, 20_____.
(DAY) (MONTH) (YEAR)

AGREEMENT BETWEEN:

_____ (ORIGINAL TENANT)

_____ (PERM ADDRESS)

_____ (EMAIL) _____ (PHONE)

AND:

_____ (SUB-TENANT)

_____ (PERM ADDRESS)

_____ (EMAIL) _____ (PHONE)

DESCRIPTION OF PREMISES, TERMS AND RENT:

I, the TENANT, agree to provide for you, the SUB-TENANT a suite at VEDA - Exclusive Student Living at the following address:

842 Academy Way, 840 Academy Way, 802 Academy Way, 800 Academy Way (check one)

Suite _____,

Kelowna, BC _____ (postal code)

You, the SUB-TENANT, agree to rent and I, the TENANT, agree to provide for your residential use under the following conditions:

The SUB-TENANT will rent the Rented Premises beginning the _____ day of _____, 20____ at 2:00 p.m. ("Beginning Date") and ending this _____ day of _____ 20____ at 2:00 p.m. ("Expiry Date").

The SUB-TENANT agrees to pay a total monthly rent of \$_____/month

This monthly rent includes: (write 'YES' if utility is included and 'NO' if SUB-TENANT is to pay additionally for utility)

__YES__: Hydro __YES__: Gas __YES__: Internet
__YES__: Water/sewer __YES__: Water heater rental __NO__: Cable television service

The SUB-TENANT agrees to pay for any utilities NOT included above at their own expense and effort, including setting up any necessary accounts. **SUB-TENANT INITIAL:** _____

If parking is required, Sub-Tenant must fill out Parking Application through VEDA. Parking payments paid directly to VEDA. Sub-Tenant will be assigned a parking spot.

These sums are due in advance and the SUB-TENANT agrees to pay them as follows:

a) \$_____ as a **security deposit**, due at the signing of this Lease paid by _____ (payment method).

b) \$_____, due on the first day of each month starting the month after the "Beginning Date". Payments should be forwarded to the ORIGINAL TENANT in the form of _____ (payment method, such as post-dated cheques, EMT, cash, etc.), no later than 1 week after signing this contract. Please make any post-dated cheques out to _____. There is an NSF charge of \$25.00 for any and all bounced rent payments.

The SUB-TENANT agrees to abide by all lease clauses previously agreed upon between the ORIGINAL TENANT (referred to as the SUB-TENANT below) and the LANDLORD (referred to as the ORIGINAL TENANT below). These clauses include:

1. DELIVERY OF POSSESSION: If the Original Tenant is unable to provide possession of the Rented Premises on the Beginning Date because a previous resident refuses to leave, or for any other reason, the Original Tenant will not be responsible for failure to give you possession on that date. However, the rent payable under this lease will be adjusted so that you will only be responsible for rent from the date possession of the Rented Premises is delivered to you. The original Expiry Date of the term of the Lease will not be extended but if the Rented Premises is not delivered to you within 30 days from the Beginning Date, either you or we may terminate this Lease by giving the other notice in writing. If you occupy the Rented Premises, it shall be conclusive evidence that you are satisfied with the physical condition of the Rented Premises. When you or we terminate this Lease, or you vacate the Rented Premises, an "Outgoing Inspection" will be conducted by the Original Tenant and/or his representatives. You will reimburse the Original Tenant immediately for any damage to the Rented Premises beyond reasonable wear and tear.

2. ENTRY: Sub-Tenant agrees that at all reasonable times during the term of this lease; Original Tenant or its agents may enter the premises for the purpose of inspection, cleaning, repairs or renovations as necessary provided at least 24 hour notice is given to the tenants. Monthly or bi-monthly inspections of all units will be completed at the Original Tenant's discretion with 24 hour notice. Furthermore, the Sub-Tenant agrees that the Original Tenant may enter the rented premise in the manner specified under provincial guidelines for the purpose of exercising its rights to show the premise to prospective new tenants.

3. ASSIGNMENT OR SUBLEASING: Sub-Tenant agrees not to lease, sublet or assign to another student any part of said premises without the advanced written consent of Original Tenant. The Original Tenant shall not unreasonably withhold consent to sublet and all sub-tenants must be students.

4. CARE OF PREMISES: Sub-Tenant shall keep the premises in clean conditions and is responsible for replacing all light bulbs, fuses, resetting breakers, and unclogging toilets/showers. Should you need a plumber to unclog your toilet/shower/drain and it is found to be the Sub-Tenant's fault the toilet was clogged, the charge for the plumber will be the responsibility of the Sub-Tenant. Sub-Tenant shall not make any alterations including paint, wallpaper, nails or picture hangers in the premises without the written consent of the Original Tenant. Any additional repairs or cleaning required and the end of the lease term to be made by the Original Tenant, except normal wear and tear, or those noted in initial inspection report, shall be charged equally to all relevant Sub-Tenants.

5. JOINT AND SEVERAL RESPONSIBILITIES: In consideration of the Original Tenant renting the Rented Premises to the Sub-Tenants, and if more than one of them, jointly and severally, as does each Guarantor for their respective son/daughter's portions only, its successors and assigns, guarantees to the Original Tenant the payment by the Sub-Tenants of rent and all other sums of money in accordance with the provisions of this Lease and that the Sub-Tenants will perform and observe all their covenants, agreements and obligations under this Lease.

6. LOCKS AND KEYS: The Sub-Tenant shall not alter or add to the locking system on any entry or bedroom door of the rented premise without the written permission of the Original Tenant. In the event the Sub-Tenant locks himself out of the rented premise, the Original Tenant shall not be obligated to unlock the rented premise under a certain time frame. The tenant shall be responsible for all costs of re-entry, including but not limited to locksmith charges, charges for damage howsoever caused, and any service charge payable to the Original Tenant if the Original Tenant agrees to unlock the Premises (\$35.00 per visit). Keys are provided gratuitously and must be returned upon termination of lease. A charge of \$100.00 will apply for each set of lost or unreturned key(s) if the rented premise is an apartment building with controlled entry and \$10.00 for all other rented premises.

7. RULES AND REGULATIONS: The Sub-Tenant agrees to occupy the Premises for no other purpose than that of a residential dwelling, to abide by the Rules and Regulations of this Agreement or Lease and to perform all covenants herein contained.

a) Repairs needed for appliances such as refrigerator, stove and washer /dryer shall be the responsibility of the Original Tenant unless they are needed as a result of use other than normal wear and tear. Original Tenant shall provide the following chattels:

1 fridge, _1_ stove, __ dishwasher, _1_ microwave, _____

b) Sub-Tenant shall not remove any appliances from unit, nor bring any major appliances into unit without prior written consent of Original Tenant. Sub-Tenant shall not use portable electric heaters, or hot plates.

c) The following furniture will be provided with the rented premises and must be returned in original condition minus regular wear and tear. Failure to return the furniture in said condition will result in a minimum \$200 charge. Furniture included:

- | | | | | |
|--|-------------------------------------|--|--|---|
| <input type="checkbox"/> Double Bedframe | <input type="checkbox"/> Headboard | <input type="checkbox"/> Double Mattress | <input type="checkbox"/> Desk Chair | <input type="checkbox"/> Curtains or Blinds |
| <input type="checkbox"/> TV | <input type="checkbox"/> Nightstand | <input type="checkbox"/> Couch | <input type="checkbox"/> Coffee Table or 2 Cubes | |

d) Damage or tampering to appliances may lead to removal of equipment and its users shall share cost equally unless blame can be positively determined. Damage to interior common areas including kitchen and baths shall be shared equally by its users unless blame can be positively determined.

- e) Any damage to common areas shall be charged to all occupants of said property unless blame can be positively determined.
- f) No bicycles shall be kept inside individual units. Bicycles should be stored in the designated areas.
- g) Occupant shall do cleaning of kitchen and bath routinely; this is to include weekly cleaning of floors toilets and bathtubs. Cooking to be limited to kitchen area only.
- h) Sub-Tenant is responsible for their own garbage. It is expressly agreed and understood that garbage shall not be stored for long periods of time inside the unit but shall be placed in the appropriate containers outside the rented premises as designated by the Original Tenant and if applicable, move these containers to the curb and back on garbage/recycling day. Should a pest control problem such as mice or any other vermin be caused by a result of continually leaving opened food and garbage around the property, the cost of pest removal will be at the cost of the Sub-Tenants.
- i) Sub-Tenant is responsible for any damage caused by visitors he or she allows on the premises.
- j) The Sub-Tenant shall not keep any pets on the property. VEDA has a No Pets policy due to allergies, noise complaints & previous damage to furnished suites.
- k) Original Tenant accepts no responsibility of vehicle, parking fines, loss or damage, including contents parked at rental premise. No parking on grass or in Visitor Parking. Visitor Parking is for visitors only, not tenants.
- l) Private automobiles or other motorized vehicles will be parked only in spaces or area allotted to them by VEDA Management and not in any other spaces. *Inform landlord of vehicle plate numbers of cars to be parked at rented premises. If you permit any vehicle to be parked in a location other than the allocated parking space, or areas, or should any such automobile remain in the allotted parking space or area for such time that we believe the vehicle has been abandoned, the Owner shall be entitled to remove the vehicle from the Property at the vehicle owner's risk and expense.
- m) VEDA management will maintain access to and from the Rented Premises including snow removal from the walkways and sidewalks.
- n) Smoking is prohibited inside the premises.
- o) Heat to be maintained at a temperature of not less than 15 degrees Celsius while tenants are on holidays so as not to freeze pipes.
- p) Sub-Tenant to notify in writing of any damage or structure defects, defective fire alarms, fire extinguishers and exit lights. The Sub-Tenants agree to not remove or tamper with any fire alarms or extinguishers.
- q) There are no barbeques permitted on balconies or inside the rented premises.
- r) The Sub-Tenants agree to not cause or permit any noise or interferences which are disturbing to the comfort or reasonable enjoyment of others at the Rented premises.
- s) Original Tenant is not required to provide shower curtain.
- t) If fire occurs due to negligence of any tenant/subtenant/guests of tenants or subtenants which would render the unit uninhabitable the Original Tenant would NOT be required to provide alternate accommodation for Sub-Tenant and Sub-Tenant would be required to pay for damages and, also continue fulfilling all terms of the lease.

8. **INSURANCE:** Sub-Tenant shall, during the entire period of the tenancy at his/her sole cost and expense, obtain and keep in full force and effect, content and liability insurance in an amount equal to that which the Original Tenant, acting responsibly, considers adequate. The Sub-Tenant agrees to provide to Original Tenant, upon demand at any time, proof that all insurance is in full force and effect.

9. **INDEMNIFICATION:** Sub-Tenant will indemnify and save harmless the Original Tenant and the Landlord, and all agents, servants, and workman from and against any and all claims, suits, actions, damages, and causes of action arising from injury, loss of life, or damage to property sustained in, or upon the rented premises.

10. **NOTICES:** The Sub-Tenant may give all maintenance/other notices to the Original Tenant or by contacting VEDA Management by emailing hello@vedaliving.ca. Notices can also be mailed to 842 Academy Way, Front Desk, Kelowna BC, V1V 3A4. VEDA Resident Services: 250-469-3063

11. **TERMS USED:** Throughout this Lease the singular shall include the plural, the plural shall include the singular and the masculine gender shall include the feminine, as the context shall indicate or require.

12. If any provisions in this contract are deemed not legal (Residential Tenancies Act is modified regularly), the remainder of the contract is still binding.

CLEANING

I, the Original Tenant, agree to ensure the suite is fully clean for when the Sub-tenant arrives & takes possession. _____
INITIAL

**The sub-tenant must read and abide by the Tenant Rules & Guidelines at VEDA found here:
<https://www.vedaliving.ca/tenant-rules/>**

SIGNED, SEALED and DELIVERED
in the presence of:

DATE: _____

(Original Tenant)

(Sub-tenant)

REMINDER: Original tenant must communicate this sublet arrangement to VEDA management

DEPOSIT RECEIPT

ORIGINAL TENANT COPY
SECURITY DEPOSIT RECEIPT

DATE: _____

This receipt acknowledges that _____ (ORIGINAL TENANT)

has received the amount of \$_____ (AMOUNT)

via _____ (PAYMENT METHOD)

as a deposit from _____ (SUB-TENANT)

for renting a VEDA suite at the following address:

_____ ACADEMY WAY, SUITE _____, KELOWNA, BC _____ (POSTAL CODE)

This immediate deposit will go towards the Security Deposit concerning the sublet lease beginning _____ (START DATE OF LEASE). Security Deposits are non-refundable. When the sub-tenant moves into the unit, this deposit becomes the Damage Deposit, which is returned within 15 days of the end of the tenancy provided there are no damages or outstanding balances.

SUB-TENANT COPY
SECURITY DEPOSIT RECEIPT

DATE: _____

This receipt acknowledges that _____ (ORIGINAL TENANT)

has received the amount of \$_____ (AMOUNT)

via _____ (PAYMENT METHOD)

as a deposit from _____ (SUB-TENANT)

for renting a VEDA suite at the following address:

_____ ACADEMY WAY, SUITE _____, KELOWNA, BC _____ (POSTAL CODE)

This immediate deposit will go towards the Security Deposit concerning the sublet lease beginning _____ (START DATE OF LEASE). Security Deposits are non-refundable. When the sub-tenant moves into the unit, the deposit becomes the Damage Deposit, which is returned within 15 days of the end of the tenancy provided there are no damages or outstanding balances.

CONDITION INSPECTION REPORT

LEGAL NAME OF ORIGINAL TENANT:

ORIGINAL TENANT'S ADDRESS FOR SERVICE:

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LEGAL NAME OF SUB-TENANT:

ADDRESS OF RENTAL SUITE:

	<input type="checkbox"/> 842 ACADEMY WAY (LAKEVIEW) <input type="checkbox"/> 840 ACADEMY WAY (THE PINES) <input type="checkbox"/> 802 ACADEMY WAY (SUNSET RIDGE) <input type="checkbox"/> 800 ACADEMY WAY (APEX) SUITE: _____ KELOWNA, BC _____ (POSTAL CODE)
NAME OF SUB-TENANT'S AGENT: (if applicable)	

	CODES: ✓ = Good F = Fair M = Missing D = Damaged S = Scratched DT = Dirty ST = Stained	CONDITION AT BEGINNING OF TENANCY		CONDITION AT END OF TENANCY	
		DATE:		DATE:	
		ISSUED AT START OF TENANCY: <input type="checkbox"/> SUITE CODE <input type="checkbox"/> BLUE FOB <input type="checkbox"/> MAIL KEY		RETURNED AT END OF TENANCY: <input type="checkbox"/> ENTRANCE FOB <input type="checkbox"/> MAIL KEY	
AREA OF SUITE		CODE	NOTES	CODE	NOTES
ENTRY & OVERALL	Smoke detector				
	Code lock				
	Walls & trim				
	Ceilings				
	Floors				
	Lighting fixtures				
	Window, curtains, screen				
	Electrical outlets				
KITCHEN	Countertop				
	Cabinets & pantry				
	Stove				
	Fridge				
	Microwave & fan				
	Sink, tap & stopper				
LIVING ROOM & BEDROOM	A/C thermostat				
	Walls & trim				
	Couch				
	Coffee Table				
	Desk chair				
	Tackboard				
	TV				
	TV remote				
	Internet Router				
	Nightstand (L-shaped furniture)				
	Headboard				
	Double bed frame				
	Mattress				
Closet					
Curtains (closet + window)					
BATHROOM	Mirror				
	Vanity cabinet & counter				
	Sink, tap & stopper				
	Shower				
	Toilet				
	Sliding Door				
	Light				
	Ceiling fan				
	Electrical outlet				
	Walls & trim				
Floor					

MOVE-IN	REPAIRS to be completed at start of tenancy:	I, the above-mentioned sub-tenant, <input type="checkbox"/> agree this report fairly represents the condition of the rental unit <input type="checkbox"/> do not agree this report fairly represents the condition of the rental unit for the following reasons written & dated on the back of this page.
	SIGNATURE OF ORIGINAL TENANT:	SIGNATURE OF SUB-TENANT:
MOVE-OUT	DAMAGE to rental unit for which SUB-TENANT is responsible:	I, the above-mentioned sub-tenant, <input type="checkbox"/> agree this report fairly represents the condition of the rental unit <input type="checkbox"/> do not agree this report fairly represents the condition of the rental unit for the following reasons written & dated on the back of this page.
	SIGNATURE OF ORIGINAL TENANT:	SIGNATURE OF SUB-TENANT:
	Sub-tenant's Forwarding Address for Deposit Refund:	