

Sub-lessor's Checklist

Sub-lessor is the original tenant.

Sub-lessee is person who sublets from the original tenant.

<p>1. Landlord Permission. Tenants with a lease can sublet or assign with the landlord's permission only. If you sublet without the landlord's permission and permission is required in the written lease, the landlord can evict the sub-lessees and hold the sub-lessor liable for remaining rent payments and damages.</p>	Your Notes:
<p>2. Landlord Sublet Procedures. Some landlords have specific procedures to follow in order to sublet. Ask you landlord what is required if you want to sublet. If a fee is required, ask for a break down of the costs in writing.</p>	
<p>3. Roommate Permission. If you have roommates, finding an acceptable sub-lessee may become an issue. Make sure that your roommates meet the potential sub-lessee. Remind your roommates that they are jointly and severally liable, so if you do not find a sub-lessee and do not pay rent, the landlord may try to collect from the other roommates.</p>	
<p>4. Screen Possible Sub-lessees. You will want to screen the potential sub-lessees carefully, because you will be ultimately responsible for the rental terms of your agreement. You will want to be assured that the sub-lessee you have found is able to pay the rent and has not had problems with past rental situations. You may ask potential renters for landlord references to find out if they paid their rent on time, and if they had extensive damages in their previous rentals. A landlord may also decide to screen the potential sub-lessees themselves.</p>	
<p>5. Security Deposits. Because you are ultimately responsible in a sublet arrangement you will want to collect a security deposit from the sub-lessee. Arrangements as to who receives this deposit should be agreed upon with the sub-lessee, landlord and you. Utah law provides that if any part of the deposit is not refundable, you must be informed of this in writing when the landlord receives the deposit. When you move, your landlord must return your deposit or explain in writing why. Reasons for keeping your deposit may be:</p> <ul style="list-style-type: none"> -Unpaid rent, or damaged property -If your lease or rental agreement stated money could be deducted from the deposit for cleaning or other maintenance costs -If you rental agreement stated that the deposit was non-refundable -Our landlord must provide you with an itemized list of any deductions made. He must send this list and any remaining deposit money to you within 30 days of your moving out or fifteen days after receiving a forwarding address, whichever is later. It is your obligation to give your landlord a forwarding address. 	
<p>6. Sublet Agreements. The most important step in subletting is a written sublet agreement. List all terms of the sublet clearly. Considerations:</p> <ul style="list-style-type: none"> -Will there be furniture left in the unit and who is responsible if there are damages? Will there be a separate security deposit required? (You will need to list all furniture and its condition when you leave.) -Will the sub-lessor move back in to the unit, and when and how will that take place? -Will the sub-lessee take care of any responsibilities of the sub-lessor while the sub-lessor is away? (Plants, pets, etc.) -Is there a parking space provided? Will the sub-lessor retain keys to the unit? -Who is responsible for cleaning at the end of the lease? Who will pay the cleaning costs if there are charges to the security deposit? 	

<p>7. Check-In. Have your sub-lessee complete a Move-in/Move-Out List immediately in case of problems. All parties including the landlord should initial and date the list and copies made for each. This is one of the most important steps one can take as a renter.</p>	
<p>8. Check-Out. Make an appointment to check out with the landlord before the new sub-lessee moves in. Best method is to do a walk-thru, but if that is not possible fill out a Move-Out form that is signed, dated and witnessed. Make sure your forwarding address is included. Leave the original for the landlord and make a copy for you.</p>	
<p>9. Break Your Lease. If you choose to break your lease instead of subletting you may be liable. Utah Renters Handbook tells us if you move before the lease is up, you may be liable for the landlord's expenses in re-renting the unit and for any rent that comes due before the landlord can get a new tenant. Visit with your landlord before making a decision.</p>	

The above information should not be regarded as legal advice or considered a replacement of responsibility. Tenants and Landlords should be familiar with the Utah Renters Handbook published by Utah Legal Services., 254 West 400 South, Second Floor, Salt Lake City, UT 84101, telephone: 801-328-8891 or 800-662-4245.