Subleasing

IF A TENANT NEEDS TO TEMPORARILY MOVE OUT BEFORE THE LEASE ENDS (i.e. studying abroad, summer at home) then s/he may want to consider a sublease. If a tenant rents out one or more rooms in a unit while s/he is also living there, the second tenant becomes a “subtenant.” As with any contract, a sublease agreement should be made in writing and all parties should be clear on the terms and conditions of the contract. The information below will help you negotiate a successful sublease.

Obtain the permission of the property provider to sublease the unit. If permission is not granted, the property provider can declare the arrangements invalid, which can result in eviction. Remember that the tenant is ultimately responsible for upholding all of the terms and conditions of the lease throughout the entire period of the lease. The sublease is a separate legal agreement between the tenant and the subtenant.

Be flexible with pricing.
Finding someone to sublease, especially over the summer, isn’t always easy since the supply of sublets far exceeds the demand.

Choose your sublessor wisely.
Make sure your sublessor fills out a Tenant Application (available in Forms Section) so that you have information about their permanent address, previous tenancies, etc. It is wise to only sublease to UCSB-affiliated students. If your sublessor will be living with a roommate or other sublessor, take the time to introduce them and check compatibility.

Record the terms of the sublease in a written document (Sublease Agreement in Forms Section.) Make sure the dates of the sublease don’t extend beyond the dates of the original lease. The property provider, tenant and subtenant should all receive copies of the lease.

Collect a security deposit.
A security deposit can be used for unpaid rent, cleaning, and repairs upon your subleaser’s move out. The equivalent of at least one month’s rent is recommended. You will need to follow all California laws regarding return of deposit, described on page 26.

Be clear about who acts as the “landlord” during the subtenancy. The original tenant is ultimately responsible for full payment of the rent and communicating needs with the property provider. Determine whether the property provider will accept rental payments and maintenance inquiries directly from the subtenant or if the original tenant is required to act as a go-between.

Be clear on how utilities and other bills will be paid. These arrangements should be recorded in the written sublease agreement.

Complete an Inventory & Condition Report at the time of the subtenant’s move-in. The property provider will hold the original tenant responsible for any damage that the subtenant may do.

Consider arranging a Move-In/Move-Out video with the Community Housing Office. It is useful to have a record of what the unit looked like before and after the subtenant inhabited it, especially related to return of deposit.

STUDENT PERSPECTIVE

Subleasing Contracts are essential when negotiating with subleasers. I never thought that there would be so much misunderstanding about what was expected of them. “Pay the utilities and rent on time, every month,” seemed like a basic request to me. I thought this would be understood, however, I was greatly mistaken. Not everyone thinks the same way and something that might appear completely logical to one person is not to another. Now I am out $8,000 because my subleasers didn’t think that paying the last two months rent or any of the utilities was part of the deal. All this could have been prevented if I had just used a Subleasing Contract.

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