Subletting agreement between a head-tenant and subtenant

I, [head-tenant's name] agree to rent room [room description/name]

at [full address]

to [subtenant's name]

and share the common areas cooperatively (bathroom, kitchen, laundry, living room, dining room, yard, parking etc.)

for $ [rent] per week

from [start date] to [end date (if there is no end date, this is a periodic agreement)].

Ending rental contract

- Subtenant will give 2 weeks' written notice to head-tenant at the end of their fixed-term contract.
- Subtenant will give 21 days' written notice to head-tenant to end periodic agreement.
- Subtenant will liaise with head-tenant to arrange a lease transfer if they vacate before end of the fixed-term contract.
- Subtenant will pay the regulated break fee to lawfully break the contract.
- Subtenant OR head-tenant will give 14 days' written notice to terminate agreement if either party has breached the contract.

Bond

Bond paid by subtenant $ [bond amount]

A total bond of $ [bond amount for entire property] is held by NSW Fair Trading for the entirety of the property at [full address].

If all tenants vacate the property together at the end of the term, the head-tenant will apply for return of bond, which will be dispersed to all tenants accordingly.

If the subtenant leaves the property before the end of the term, the head-tenant will return the bond amount, after confirming that the subtenant has not caused any wilful or negligent damage to the property or owes any outstanding amounts for rent or utilities.

The head-tenant **will:**

- make rental payments to the landlord/landlord's agent by the due date
- report any necessary repairs or maintenance to the landlord/landlord's agent.

The head-tenant **will not**:

- prevent, restrict or otherwise interfere with the subtenant's free use of the shared spaces
- restrict access to amenities (for example prohibiting use of air conditioning/heating).

The subtenant **will**:

- report any repair or maintenance issues identified to the head tenant
- take reasonable care to maintain the property and avoid negligent/wilful damage.
- All other standard terms of residential tenancy in New South Wales are implied by law.

Signatures

Head-tenant:

Name:

Signature: Date:

Subtenant:

Name:

Signature: Date: