

EASE Property Services

Subletting Guidelines and FAQ



Sublet/Assignment/Roommate Substitution Guidelines

Under most leases written by EASE Property Services, the assignment of a tenant's place on the lease to a new tenant (more commonly referred to as "subletting", "assignment" or a "roommate swap") is allowed. To confirm, please check paragraph #16 of your original EASE Lease Agreement. *If you live in a Condominium building, there is a chance that the Condo Association has a separate rule against sublets/assignments, which would supersede your Lease Agreement.*

The following guidelines are put into place to simplify the roommate substitution process for EASE's tenants:

1. Inform EASE of your intentions to sublet/assign/swap roommates by emailing taylor@leaseindc.com
2. Find a qualified new tenant that is willing to replace your spot on the Lease Agreement. They must have monthly income in excess of 3x their monthly rental payment. They must have a good credit report with no collections, late payments, or anything else of concern.
3. Send EASE their full name, email address, and the date that the swap will be effective. The new incoming tenant will then be sent our online application and credit report. The total cost of the application material to the new incoming tenant is \$35.
4. EASE will inform you if the new incoming tenant's application is approved or denied.
5. If approved, EASE will post the \$250 sublet fee to your online tenant portal where rent is typically paid. The fee is required regardless if the sublet occurs mid-lease or at the time of the lease renewal.
6. Once the \$250 sublet fee is paid, EASE will send out a Lease Addendum which removes your name and adds the new incoming tenant's name.
7. You are responsible for your regular rent payment until the day listed on the Lease Addendum.
 - a. Please note that you DO NOT have an individual lease for your portion of the rental amount. There is one lease for the entire property. All tenants at the property are jointly referred to as the "tenant" for the property. All tenants at the property are jointly responsible for the entire rental amount each month. If one tenant is late on his or her portion of the rental amount for a given month, then all of the tenants are late as well.
8. EASE will not perform any "turnover work" (painting, cleaning etc.) in between you moving out and the new incoming tenant moving in, so they will need to understand this. If there are ongoing maintenance issues at the property, you may submit a maintenance request to our Service Team at service@leaseindc.com.
9. The new incoming tenant will supply a security deposit directly to the outgoing tenant in the amount of the outgoing tenant's initial deposit. EASE will not return any portion of the original security deposit which is held in our escrow account.
10. All keys (and fobs and garage door openers, if applicable) will be transferred from the outgoing tenant to the new incoming tenant.

Info on subletting in a Condo building is on the following page

Sublets/Assignments in a Condominium Building

If you live in a Condo building that has a separate management company, there is a chance that the Condo Association forbids subletting/lease assignments all together. Alternatively, some Condo Associations forbid subletting/lease assignments during the last 6 months of your lease term, as they consider this a “short term lease”. It is ultimately your responsibility to confirm with building management if subletting/lease assignments are allowed and not the responsibility of EASE Property Services. Any rules/bylaws of the Condo Association supersede those written into your lease agreement.

If you live in a Condo building that has a separate management company, it is your responsibility to:

- Confirm with building management that subletting/lease assignments are allowed under the Condo rules/bylaws. If you need the contact information for your building manager, please let EASE know and we can provide it to you.
- Provide the new incoming tenant with a copy of the building’s rules and regulations, which were sent to you when your lease was initially sent out for signature.
- Make the new incoming tenant aware of any building move-in fees/deposits.
- Put the new incoming tenant in contact with the building management company so they can schedule their move-in. Please double check the building’s move-in policy, as the move-in fee or procedures may have changed since you moved-in.

Any fines levied by the Condo Association for improper move-ins or procedures followed will be passed along to you per paragraph #8 of your lease agreement.

FAQs on following page

Sublet/Assignment/Roommate Substitution FAQs

Question: I want to move out when our lease term ends, but my other roommates want to sign a lease extension. Am I still responsible for paying the \$250 sublet fee?

Answer: Yes. Even if the roommate substitution occurs at the time of the Lease Renewal, the \$250 sublet fee still applies. You DO NOT have an individual lease for just your portion of the rental amount as there is one lease for the entire property, and all of the housemates are jointly listed as the singular “tenant”. Due to this, we cannot simply end “your portion” of the lease and continue the rest of the lease with your other roommates.

Question: What if we are swapping out two roommates at the same time? Will the \$250 sublet fee be charged twice?

Answer: As long as we can take care of both swaps on the same Lease Addendum, we will only need to charge the \$250 sublet fee once.

Question: Will EASE inspect the property/bedroom for damage before the new subletter moves in for security deposit purposes?

Answer: No, EASE does not perform any type of security deposit walkthrough/inspection for sublets/lease assignments. EASE conducts a move-out inspection when all tenants jointly move-out of the property and formally end the lease by submitting their joint notice to vacate for the end of the given term. Anything that happens in between the lease starting and the lease formally ending is the responsibility of the tenants. The new incoming tenant needs to understand that by signing onto the lease, they will be held responsible for any previous damage done to the house since the lease has begun.

Question: How is rent handled if the roommate swap is happening in the middle of a given month?

Answer: If you are swapping out roommates at any time that is not the first of the month, the outgoing tenant will still need to pay their regular monthly rental portion in full on the 1st of the month when rent is due. The outgoing tenant shall then work directly with the incoming tenant on being reimbursed for the incoming tenant’s pro-rated rental portion for that given month. Starting with the following month (the first full month that the incoming tenant will be at the property), the incoming tenant will be able to pay rent directly through his/her online portal.

Question: When will the new incoming tenant receive their security deposit back?

Answer: If the new incoming tenant stays on the Lease Agreement until it completely ends, they will receive their portion of the security deposit back with the other tenants who are living at the house within 45 days of the Lease Agreement ending.