

Property Management Realty Inc-Sub-let, Re-let & Tenancy Change Policies

For a Change of Tenancy or to Sub-let or Re-let your apartment, please notify your Property Manager first of your intent.

Replacement Tenants

Under a sublet, relet or tenancy change, a replacement tenant must be found for your apartment. Once a prospective tenant has been found, he or she must provide us with a completed *rental application* and a money order or cashier's check for \$50.00 per application (nonrefundable processing fee). **Please make sure the applicant indicates sublet or relet at the top of the application.** This is to be submitted to Property Management Realty to the attention of our Leasing Coordinator. The prospective tenant(s) must pass our credit, employment, and landlord verification process. The leasing coordinator will contact you with status of the application and if approved will make arrangements for signing a new lease. Please note a \$150.00 administrative fee will be assessed to cover additional costs incurred by this office if a new lease is signed. All forms that may be needed are attached to this email.

Sub-letting

Your rights with regard to sub-letting your apartment are outlined in your apartment lease. Basically, someone takes your place as a tenant in the unit and can pay rent to you directly or to Property Management Realty. Your lease would still be assigned to you, as it is now, and you are still responsible for rent through the end of your lease term. Upon the new tenant(s) approval, a sublease must be filled out by parties involved and brought into the office. Please be sure to set an appointment with the Leasing Coordinator first. The Leasing Coordinator will then sign and prepare a copy for both sublessor and sublessee, the sublease will then be attached to the original lease. For further information regarding your security deposit please read *sublease* attached.

Re-letting

A re-let entails you paying, to Property Management Realty, a re-let fee equal to one month's rent in advance. By paying this fee, Property Management Realty will attempt to re-lease your unit. There is no guarantee that Property Management Realty will re-lease the apartment in any specific amount of time. The fee does guarantee that your unit will be marketed properly. The re-let fee is in addition to your normal rent due. This fee covers the cost of advertising, agent commission, and office over-head. Once a tenant is found, you will be notified to discuss the turnover of the unit. If you are interested in this option, please fill out the attached *re-let agreement* and submit along with your relet fee to your Property Manager at Property Management Realty Inc.

Another option is to bring forth your own replacement. With this option you show and rent your own apartment. A required re-rental fee of \$150.00 will apply to cover additional paperwork by this office if a new lease is signed.

You will be released from liability of the apartment based upon a smooth transaction, your apartment being in clean, undamaged condition when you move, and the prospective tenant signing a new lease and paying all money owed (first month's rent/security deposit).

Also please remember if any unpaid rent is left on your account you will be referred to a professional collections agency.

Sub-Letting Agreement

How does subletting work?

Subletting an apartment occurs when a tenant on a lease needs to vacate the unit before the lease expires, and the tenant finds someone to replace him or her to live in the unit and pay rent. Unlike re-letting, which requires a re-letting fee and the nullification of the original tenant's lease, subletting does not require a fee (other than the standard \$50 application fee for a credit check, landlord verification, and employment verification for all applicants) nor does it render the current lease void. Essentially, the lease of the original tenant is still in effect until its expiration date. Consequently, if the new tenant fails to pay rent during the term of the lease, it is the responsibility of the original tenant to make sure that it is paid. If the new tenant damages the apartment during the term of the lease, the original tenant will be responsible for charges assessed to repair the damage. Subletting can be risky because the original tenant is responsible for the conduct of the new tenant in the apartment. The original tenant is only free of all legal obligations to the unit as detailed in the lease after the lease expires.

Real Estate Sublease

THIS SUBLEASE, executed by and between _____ (tenant or tenants who are originally on lease, hereinafter called "Sublessor"), and the undersigned lessee _____ (replacement tenant, hereinafter called "Sublessee") whereby for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, Sublessor, hereby subleases to Sublessee and Sublessee does hereby take, lease, and hire from Sublessor the Leased Premises hereinafter described for the period, and at the rental, subject to, and upon the terms and conditions hereinafter set forth, as follows:

ARTICLE 1

LEASED PREMISES

Section 1.01. *Leased Premises.* Sublessor leases to Sublessee, and Sublessee leases from Sublessor those certain premises situated in the City of _____, County of _____, State of _____, commonly described as _____ (apartment address and unit number, hereinafter called the "Leased Premises").

ARTICLE 2

SUBLEASE TERM

Section 2.01. *Sublease Term.* The Term of this Sublease shall commence on _____, 20____ (hereinafter called the "Commencement Date"), and shall expire on _____, 20____ (the same date on which the lease expires).

Section 2.02. *Sublease Termination and Condition of Premises.* Upon the termination of this Sublease for any reason whatsoever, Sublessee shall return possession of the Leased Premises to Lessor or Lessor's authorized agent in a good, clean, and safe condition, reasonable wear and tear excepted.

Sublessee at its cost shall repair any damages done to Leased Premises. Failure to return Leased Premises to Lessor in a good, clean, and safe condition will result in the Sublessor being assessed to pay for these damages.

ARTICLE 3

RENT

Section 3.01. *Payment of Rent.* Sublessee is to pay rent to Property Management Realty on the first day of each month. Late fees apply after the fifth day of the month. If Sublessee fails to pay rent, Sublessee will be subject to eviction and Sublessor will be responsible for paying all unpaid rent and possible legal fees.

Section 3.02. *Security Deposit.* Since Lessor or Lessor's authorized agent cannot collect two Security Deposits for the same Leased Premises, Sublessor and Sublessee are required to make their own arrangements for transferal of Security Deposit. Sublessee will pay Sublessor amount equal to the Security Deposit as specified in the original lease. **By signing this document, Sublessor (1) certifies that he or she is surrendering his or her Security Deposit to Sublessee, (2) accepts all responsibility for collecting money equal to Security Deposit from Sublessee, and (3) releases Property Management Realty from all responsibility and obligations regarding the surrendered Security Deposit.**

ARTICLE 4

RENEWAL

Section 4.01. *Lease Renewal.* Since the lease is in the Sublessor's name, Sublessee will not be able to renew the existing lease. If Sublessee proves to be a satisfactory tenant, they will have an opportunity to sign a new lease if he or she desires to remain in the Leased Premises. Sublessee will not be required to pay another \$50 application fee. Sublessee may use Security Deposit surrendered by Sublessor as Security Deposit for new lease, although Lessor or Lessor's authorized agent reserves the right to increase the amount of the Security Deposit for the new lease.

We understand and agree to the above terms.

Lessee/Sublessor

Date

Sublessee

Date

Lessor By/Agent for Property Management Realty Inc.

Date

Re-Let Agreement and Procedures with \$150 Lease Termination Fee

Date: _____

Resident(s): _____

Phone Number _____

Phone Number _____

Building/Unit Address: _____

Date to Vacate: _____

By Noon Per Lease Agreement

The above referenced resident(s)/apartment has chosen to re-let their unit prior to the expiration of their lease and have chosen to locate their own re-let applicants who will need to be approved by Property Management Realty.

The current tenant is responsible for the \$150 lease termination administrative charge associated with the process. However the re-let costs that can equal to one month's rent has been waived by management in lieu of this charge. In addition to this the resident is responsible for all rent due up to the date listed above and will continue to be responsible if the applicants brought forward do not sign their lease agreement and pre-pay the first month rent and security deposit.

The resident (s) also understands that in the event that PMR is unsuccessful in collecting the necessary signatures and monies due from the new tenants the existing resident still remains responsible for the apartment and their lease agreement.

By signing this, the current residents understand that they must vacate the apartment and return all keys by noon on ____/____/____

Resident _____

Resident _____

Agent/PMR _____

Residential Re-Let Agreement with One Month Fee

Date: _____

Resident(s): _____

Phone Number _____

Phone Number _____

Building Address: _____ Unit #: _____

Re-let Fee (one month's rent): \$ _____

The above referenced apartment has been placed on property Management Realty's availability list for re-rental prior to its lease expiration date of _____

Availability Date For Re-let/Sublet: _____

The resident (s) hereby agrees to reimburse the property all advertising/leasing costs which equal one month's rent to cover the landlord's cost of advertising and leasing the apartment. **It is understood that the cost is due upfront and should be remitted with this signed agreement.** It is also understood that in the event the unit is rented the current tenant is to turn over possession of their unit in a clean and acceptable condition and return all keys by noon one day prior to the new lease agreements start date with all rent paid in full to that date.

The resident (s) also understands that in the event that Property Management Realty is unsuccessful in re-renting the apartment, the resident (s) remains liable for the rent under the rental agreement. **In the event the unit is not leased all costs paid for advertising/leasing of the unit will be refunded to the tenant.**

Resident _____

Resident _____

Agent/PMR _____