

## Subletting or assigning a tenancy

A **sublet** is when the original tenant (“Tenant #1”) rents out the rental unit to a new tenant (“Tenant #2”). Tenant #1’s tenancy agreement with the original landlord continues to exist while the new subletting Tenant #2 lives there. The original Tenant #1 becomes a landlord to the subletting Tenant #2 and must have a written tenancy agreement with Tenant #2. Thus, there are two distinct tenancy relationships and agreements:

- between the original landlord and Tenant #1;  
**and**
- between Tenant #1 (now the 2nd landlord) and Tenant #2.

\*There is no tenancy agreement or landlord/tenant relationship between the original landlord and Tenant #2.

An **assignment** is where the original tenant gives up the rental unit to a new tenant who continues under the existing original tenancy agreement. The original tenant’s obligation to the landlord ends. The contractual relationship that continues is between the original landlord and the new tenant. The new tenant is not responsible for actions or failure of the original tenant prior to the assignment date. However, the parties **must** amend the original tenancy agreement to clearly indicate that the tenancy agreement continues, but that the parties have changed.

A tenant must have the landlord’s **written consent** before subletting or assigning a rental unit to someone else. If the tenant does not get the landlord’s consent, the landlord may serve the original tenant with a 14-day notice to end the tenancy.

**A landlord cannot unreasonably refuse to sublet or assign a tenancy.**