



Policy Number: 02-001
Subject: Subletting and Assigning
Chapter: Rental Agreement

Legislation	s. 4, 10(1)3.
Definitions	<p>Assignment: a tenant gives their right to occupy the rental unit to someone else. A new person takes the place of the tenant, but all the terms of the rental agreement stay the same.</p> <p>Sublet: a tenant moves out of the rental unit and lets another person (subtenant) live there for a period of time under a separate rental agreement, but returns to live in the unit before the main rental agreement ends. The rights and responsibilities of the main rental agreement between the tenant and the landlord remain the same.</p>
Purpose	The purpose of this policy is to inform tenants and landlords about their rights and responsibilities regarding the assignment or sublet of a rental unit. It also gives RT staff guidelines for helping to settle disagreements between landlords and tenants.
Policy	<p>Tenants who live housing subsidized by the federal, provincial or municipal government do not have a right to sublet or assign their tenancy.</p> <p>A tenant is primarily responsible to find a person to move into the rental unit on an assignment or sublet of the rental unit.</p> <p>A tenant is required to obtain written consent from the landlord to assign or sublet the rental unit. Tenants should be encouraged to discuss the situation with the landlord to find a mutually agreeable solution. The landlord may already have a potential tenant which might help the tenant rent the unit more easily. The landlord may also wish to find a new tenant and agree to end the tenancy with a proper termination notice.</p> <p>The landlord cannot refuse to sublet or assign the tenancy without a good reason. The landlord can refuse to rent to a tenant, for example, in a case where a reference check is required and concerns are raised about the sub-tenant’s ability to pay rent. However, the landlord cannot impose additional terms and conditions for the sublet or the assign that did not apply to the primary tenant.</p>



	A landlord cannot charge a fee to the tenant who is assigning or subletting the rental unit, other than to recover costs actually incurred by the landlord in retaliation to giving consent.
Procedure Overview	N/A
Forms & Form Letters	N/A
X-Reference	N/A
Policy Developed	September, 2000
Last Revision	January, 2002 August, 2021
Other Resources	