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LEASE ASSIGNMENT AND SUBLETTING

Residential Tenancies Act 1997 (Vic) — Part 2 Division 6

Your rights when you need to transfer your lease or sublet your rental property

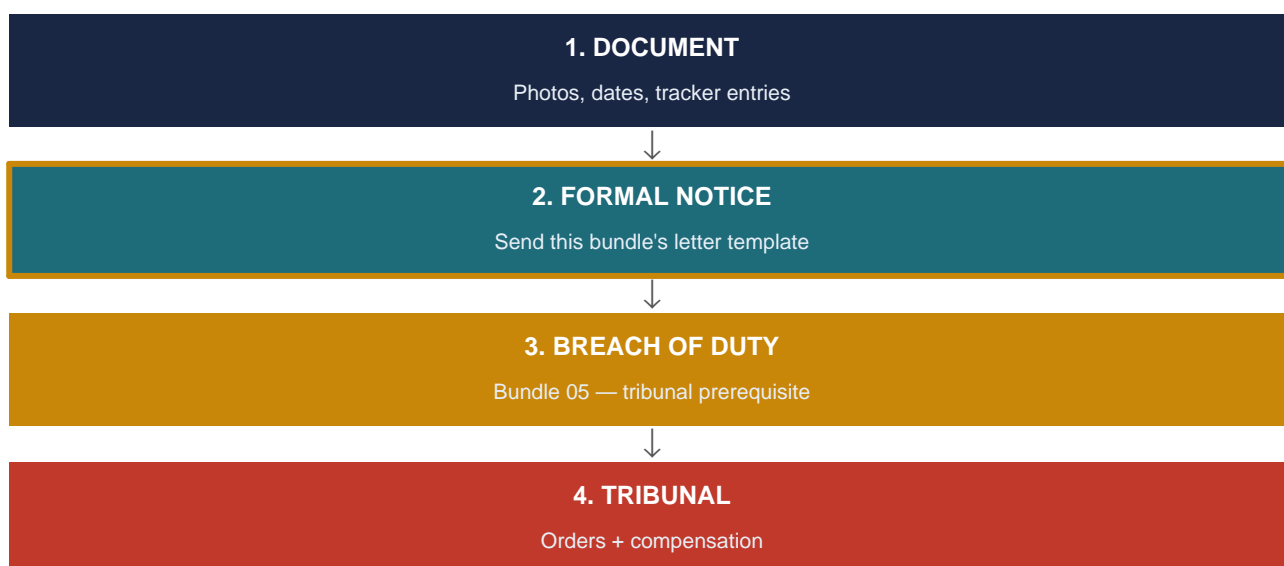
WHEN TO USE THIS BUNDLE

Use this bundle when you need to transfer your lease to another person (assignment) or rent out the property to a third party (subletting). This may arise when relocating, travelling, or when personal circumstances change.

KNOW THE LAW — LEASE ASSIGNMENT AND SUBLETTING (PT 2 DIV 6)

Part 2 Division 6 of the Residential Tenancies Act 1997 governs lease assignment and subletting. A renter may request to assign their lease (transfer the full tenancy to a new person) or sublet (rent part of the property to a third party). The rental provider cannot unreasonably withhold consent. If consent is refused, the rental provider must provide written reasons. An unreasonable refusal can be challenged at VCAT.

HOW THE SYSTEM WORKS — YOUR ESCALATION PATH



The highlighted box shows where this bundle fits in the journey.

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STEPS TO SUCCESS

Residential Tenancies Act 1997 (Vic) — Part 2 Division 6

01 Identify your proposed assignee or subtenant

Ensure they are a credible candidate: stable employment, rental history, and the financial capacity to meet rent obligations. The stronger their application, the harder a refusal is to justify.

02 Prepare a complete application package

Prepare their rental application and at least two references. These must be attached to the template when you send it.

03 Submit a formal written request

Fill in all [bracketed] fields and send the template to the agent. Request a written response within 7 business days.

04 Document all responses

Log all communications in the Tracker. If consent is unreasonably refused, request the reasons in writing — this forms the basis of a VCAT application.

05 Do not vacate until assignment is complete

Until the assignment is formally completed in writing, you remain liable for rent and any damage to the property. Do not stop paying rent until the assignment is concluded.

IF YOU NEED TO ESCALATE — WHAT VCAT CAN ORDER

VCAT can order the rental provider to consent to an assignment where refusal is found to be unreasonable. VCAT may also award compensation for losses suffered as a result of an unreasonable refusal. The rental provider's written reasons for refusal are a critical exhibit if challenging.

★ GOOD TO KNOW — YOU REMAIN LIABLE UNTIL ASSIGNMENT IS COMPLETE

Until the assignment is formally completed and confirmed in writing by the rental provider, you remain liable for rent and any damage. Never vacate or stop paying rent before the assignment process is concluded in writing.

■ CRITICAL — CONSENT CANNOT BE UNREASONABLY WITHHELD

The Residential Tenancies Act 1997 provides that consent to assign a tenancy must not be unreasonably withheld. If your proposed assignee meets standard rental criteria, a refusal may be challengeable. Always get refusals in writing with reasons stated.

1. COPY

Copy the letter below into a new email

2. FILL

Replace every **[bracketed]** field with your details

3. SEND

Email it — request a read receipt, save a copy

Fill in every **[bracketed]** field, then send via email — request a read receipt.

SUBJECT:**REQUEST FOR CONSENT TO LEASE ASSIGNMENT: [Insert Property Address]**

I am writing to formally request consent to assign my interest in the residential tenancy agreement for the above-referenced property to a proposed assignee, effective from **[Insert Proposed Transfer Date]**.

1. PROPOSED ASSIGNEE DETAILS

- Full Name of Proposed Assignee: **[Insert Full Name]**
- Current Address: **[Insert Current Address]**
- Proposed Commencement Date: **[Insert Date]**
- A completed rental application and supporting references are attached for your assessment.

2. ASSIGNEE QUALIFICATIONS

- The proposed assignee meets standard rental application criteria, including stable employment, satisfactory rental history, and the financial capacity to meet all obligations under the existing tenancy agreement.
- All supporting documents — rental application, references, and proof of income — are attached.

3. STATUTORY OBLIGATIONS

- I note that consent to the assignment of a residential tenancy agreement must not be unreasonably withheld under the Residential Tenancies Act 1997.
- I request a written response within **[e.g., 7 business days]**. If consent is refused, please provide the specific reasons for refusal in writing.

4. RECORD KEEPING

- All correspondence relating to this request is being maintained in a chronological evidence record.
- If consent is unreasonably refused, I reserve the right to apply to VCAT for an order permitting the assignment.

Yours sincerely,

[Your Full Name]

[Property Address]

[Date]

[Contact Number / Email]