

## Sharing a rented home

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There are a number of ways to share a rented home. Each arrangement has different obligations you need to follow.

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### Types of shared arrangements

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There are a number of ways to share a rented home. Each arrangement has different requirements.

- **Sub-letting** – in a sub-letting arrangement, the tenant can rent part or all of the property to another person. The tenant remains the landlord's tenant and is still responsible for the tenancy, including the actions of the sub-tenant.
- **Transferring or assigning the agreement** – if a tenant transfers or assigns the agreement, they are inviting someone to be added or take over the agreement. The existing agreement, including any remaining fixed term period and the rent payable, is transferred to the new tenant or co-tenant. There is no need to sign a new agreement, although it is best to put the arrangement in writing to avoid any disputes later on.
- **Additional occupants** – an additional occupancy arrangement is when a tenant informally invites someone to stay with them. This could be a family member, friend or stranger and it may be a temporary or permanent arrangement.

### Consent from the landlord

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A landlord must give written permission to the tenant to sub-let or transfer any part of the property.

If a tenant does this without consent, they are breaching the terms of the tenancy agreement.

Having an additional occupant does not require permission, although a tenant must not exceed the maximum number of permitted occupants stated on the agreement.

In a social housing arrangement, the decision is made by the social housing provider's own policies and procedures.

## When can a landlord say no?

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A landlord cannot unreasonably say no to requests to sub-let or co-tenant the property.

Examples of when it is reasonable for a landlord to say no include, but are not limited to:

- if the total number of occupants permitted under the agreement would be exceeded
- if the total number of occupants would exceed any local council rules and regulations
- if the person being proposed is listed on a [tenancy database](#)
- if they reasonably believe it would result in the property being overcrowded.

If a tenant's request is refused, and they believe the decision is unreasonable, they can apply to the Tribunal to hear their case.

## Costs

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A tenant cannot be charged by the landlord or agent for a sub-let or co-tenancy, other than for the landlord's reasonable expenses of giving consent.

## Changing bond records

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Co-tenants can pass bond money between themselves.

A Change of Shared Tenancy Form needs to be signed and lodged with us to update the bond records.

[Download the form](#)

[Prev](#) Serving notice to tenants

[Next](#) Mortgagee repossession

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<https://www.fairtrading.nsw.gov.au/housing-and-property/renting/during-a-tenancy/sharing-a-rented-home> 03-05-23

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