

Sublet vs Lease Takeover with Samples

Sublet Process:

Definition: A sublet occurs when the original tenant (the "sublessor") rents out the property (or a portion of it) to another person (the "subtenant") while still being legally responsible for the lease.

Key Features:

- Original Tenant Remains Liable: The original tenant is still responsible for rent payments and damages.
- Landlord Permission Usually Required: Most leases require written consent from the landlord.
- Temporary Arrangement: Often for a portion of the lease term.
- Can Involve Partial Use: A subtenant may rent just one room in the unit.
- Separate Agreement: A new agreement is made between the original tenant and the subtenant.

Florida Specifics:

- Florida law does not automatically allow subleasing—it depends on the lease agreement.
 - If subleasing is not mentioned or is prohibited, you must get the landlord's written approval.
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Lease Takeover Process

Definition: A lease takeover (or lease assignment) is when a new tenant assumes the remainder of the lease, and the original tenant is released from all legal obligations.

Key Features:

- Original Tenant Is Released: After a formal lease assignment, the new tenant becomes fully responsible.
- Landlord Approval Required: Landlord must approve the new tenant and sign off on the transfer.
- Permanent Transfer: The original tenant has no further rights or responsibilities.
- New Lease or Addendum: A formal document is executed transferring the lease.

Florida Specifics:

- As with subleasing, lease takeovers depend on the "terms of the lease."
- A landlord is not obligated to accept a lease assignment unless the lease permits it or they agree to it.

Comparison Table:

Feature	Sublet	Lease Takeover
Tenant Liability	Original Tenant remains liable	Original tenant is released fully.
Duration	Temporary or partial term	Full remaining lease term
Landlord consent	Usually required- depends on the type of lease	Required
Legal Agreement with	Subtenant (not the landlord)	Landlord and new tenant
Rent Paid to	Usually the original tenant- depends on the type of lease.	Directly to the landlord.
Use Case	Short-term absence or temporary move.	Permanent relocation or exit

Sample Sublease Agreement:

SUBLEASE AGREEMENT

Date: [Insert Date]

Sublessor (Original Tenant): [Name]

Subtenant: [Name]

Address of Rental Property: [Full Address]

1. Lease Term

The term of this sublease begins on **[Start Date]** and ends on **[End Date]**.

2. Rent

The Subtenant agrees to pay **[\$[Amount]]** per month to the Sublessor, due on the **[Due Date]** of each month.

3. Security Deposit

The Subtenant agrees to pay a security deposit of **[\$[Amount]]**, refundable at the end of the sublease term, minus any damages beyond normal wear and tear.

4. Utilities

- ☐ Included in rent
- ☐ Not included — Subtenant pays for: [List Utilities]

5. Responsibilities

Subtenant agrees to abide by the terms of the original lease, which is attached as **Exhibit A**.

6. Landlord Consent

This sublease is contingent upon written consent from the landlord.

Signatures:

Sublessor Signature / Date

Subtenant Signature / Date

Landlord Signature / Date (Consent)

Sample Lease Takeover Agreement:

LEASE ASSIGNMENT AGREEMENT

Date: [Insert Date]

Original Tenant (Assignor): [Name]

New Tenant (Assignee): [Name]

Landlord/Property Manager: [Name]

Rental Property Address: [Full Address]

Original Lease Date: [Original Lease Start Date]

1. Assignment of Lease

The Assignor hereby assigns all rights, interests, and obligations under the lease to the Assignee, effective **[Assignment Date]**.

2. Assumption of Responsibilities

The Assignee agrees to assume full responsibility for the lease, including rent payments and maintenance obligations, from the effective date.

3. Landlord Consent

The Landlord consents to this assignment and releases the Assignor from further liability under the lease agreement.

4. Security Deposit

- ☐ Assignor transfers deposit to Assignee
- ☐ Landlord returns to Assignor, Assignee pays new deposit
- ☐ Other: [Specify]

Signatures:

Assignor (Original Tenant) / Date

Assignee (New Tenant) / Date

Landlord / Date (Consent & Release)
