**ASSIGNMENT OF TENANCY AGREEMENT**

**[DAY AND DATE]**

**BETWEEN:**

**[ASSIGNOR ]**

(the "Assignor")

**OF THE FIRST PART**

**- AND-**

**[ASSIGNEE]**

(the "Assignee")

**OF THE SECOND PART**

**Background**

1. This is an agreement (the "Assignment") to assign a residential tenancy agreement in real property according to the terms specified below.
2. The Assignor wishes to assign and transfer to the Assignee that tenancy agreement (the "Tenancy Agreement") dated June 11, 2020, and executed by the Assignor as tenant and by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as landlord (the "Landlord").

**IN CONSIDERATION OF** the Assignor agreeing to assign and the Assignee agreeing to assume the Tenancy Agreement for the Premises, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

**Premises**

The Tenancy Agreement governs the rental of the following described premises (the "Premises") to the Assignor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Assigned Tenancy Agreement**

The Assignor assigns and transfers to the Assignee all of the Assignor's right, title, and interest in and to the Tenancy Agreement and the Premises, subject to all the conditions and terms contained in the Tenancy Agreement.

**Effective Date**

This Assignment takes effect on June 11, 2020 (the "Effective Date"), and continues until the present term of the Tenancy Agreement expires on June 11, 2020.

**Assignor's Interest**

The Assignor covenants that:

1. the Assignor is the lawful and sole owner of the interest assigned under this Assignment;
2. this interest is free from all encumbrances; and
3. the Assignor has performed all duties and obligations and made all payments required under the terms and conditions of the Tenancy Agreement.

**Breach of Tenancy Agreement by Assignee**

1. Consent to this Assignment will not discharge the Assignor of its obligations under the Tenancy Agreement in the event of a breach by the Assignee.
2. In the event of a breach by the Assignee, the Landlord will provide the Assignor with written notice of this breach and the Assignor will have full rights to commence all actions to recover possession of the Premises (in the name of the Landlord, if necessary) and retain all rights for the duration of the Tenancy Agreement provided the Assignor will pay all accrued rents and cure any other default.

**Governing Law**

1. It is the intention of the parties that this Assignment, and all suits and special proceedings under this Assignment, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of New South Wales, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Miscellaneous Provisions**

1. This Assignment incorporates and is subject to the Tenancy Agreement, a copy of which is attached hereto, and which is hereby referred to and incorporated as if it were set out here at length. The Assignee agrees to assume all of the obligations and responsibilities of the Assignor under the Tenancy Agreement.
2. This Assignment will be binding upon and inure to the benefit of the parties, their successors, assigns, personal representatives, beneficiaries, executors, administrators, and heirs, as the case may be.
3. All rents and other charges accrued under the Tenancy Agreement prior to the Effective Date will be fully paid by the Assignor, and by the Assignee after the Effective Date. The Assignee will also be responsible for assuming and performing all other duties and obligations required under the terms and conditions of the Tenancy Agreement after the Effective Date.
4. There will be no further assignment of the Tenancy Agreement without the prior written consent of the Landlord.

**IN WITNESS WHEREOF** the Assignor and Assignee have duly affixed their signatures under hand and seal on this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_.

SIGNED BY THE ASSIGNOR

**[ASSIGNOR ]**
in the presence of **[NAME OF WITNESS]**

**[ASSIGNEE]**

in the presence of **[NAME OF WITNESS]**

**CONSENT OF LANDLORD**

The Landlord in the above Assignment of Tenancy Agreement executed on the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_, consents to that Assignment. The Landlord also agrees to the Assignee assuming after June 11, 2020, the payment of rent and performance of all duties and obligations as provided in the Tenancy Agreement.