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CRAFT COUNSEL BLOG POST: A LEASE, A SUBLEASE AND AN ASSIGNMENT OF LEASE: DOES IT MATTER?

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CraftCounsel.ca Blog Post

Yes, it certainly does. And each one is vastly different.

A regular **lease** defines a relationship between the brewer and the Landlord. All of the terms of the lease will govern the relationship. One such term that is in almost all leases is the "Assignment/Subleasing" clause which sets out the tenant's rights to assign or sublease the premises.

A **sublease** is a direct relationship between an existing brewer/tenant and a new brewer and can be for part or all of the premises and term can be for any length of time (so long as it terminates on the day before the head lease terminates).

An **assignment of lease** must be for the entire premises and must be on the terms of the Head Lease unless the Head Lease is modified. Therefore, without a modification of the Head Lease, rent, area of premises, term, etc. cannot be modified to suit the needs of the existing Tenant and prospective Tenant.

With both an assignment of lease and sublease, the Head Lease may extinguish certain rights of the brewer under the Head Lease, including the right to extend or renew. Careful attention should also be paid to the language of the sublease or assignment agreement and, if drafted separately, the Landlord's consent.

Lastly, regardless of what you call your document, it is the legal effect of the document that matters. If it looks like a saison and tastes like a saison, calling it a porter will not make it a porter – it will still be a saison.

For leasing articles on the Craft Counsel blog, [click here](#).

The information in this post is for general information and guidance on leasing matters, as at September, 2014, in British Columbia. Such information is provided without any knowledge regarding your identity or specific circumstances. Richards Buell Sutton LLP cannot be held liable for any errors or inconsistencies. This



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