

Why bother with a roommate agreement?



Like most students, you may be on a budget and unable to pay on your own the entire rent for a rented apartment, room or house. Consequently, you'll choose to minimize expenses by sharing your rental unit with one or more roommates. Most local leases hold tenants living together jointly and severally liable for the rent. This means if one tenant is unable to pay for his/her share of the rent, the others can be held legally responsible to make up the deficit and pay any resulting late fees and costs. Some realtors offer individual leases.

Before moving in, clarify the understanding you and your roommate(s) have reached regarding finances, and then put them in writing, using the attached Roommate Agreement. A written agreement can help you avoid unnecessary conflicts with roommates later on because there's recollection of who agreed to pay what by when doesn't match yours.

Each of us expects others to share our same values and ways of doing things. This unrealistic assumption leads to friction if one roommate uses another's belongings without permission, or if one of you plans to have friends over all the time and others want peace and quiet to study. Again, use this roommate agreement to confirm the understanding you and your roommate(s) reached on these and other important matters.

Should the attached form not meet all of your needs, please adapt it accordingly. You each may be contributing furniture and want to acknowledge who brought what and how it should be used. If one of you has phone or cable TV service in his/her name and others reimburse that individual, again put those details in writing. Please use this agreement to make your roommate relationship a harmonious one (see next page).

ROOMMATE AGREEMENT

This agreement made this _____ day of _____, is made by and between

The above named parties, on the _____ day of _____ signed a lease (a copy of which is attached) for _____ (address) for a term lasting from _____ to _____, and plan to reside at the above address for the entire term of the lease.

A security deposit of \$ _____ was paid to _____ owner/manager of said premises;

It is therefore agreed:

1. That each of the parties agrees to follow the rules and conditions set out in the attached lease.
2. That each of the parties agrees to pay one- _____ (1/)** of the following expenses incurred in relation to the leased premises:

_____ rent (\$ /mo)	_____ electricity
_____ utilities	_____ telephone service
_____ gas	_____ water
_____ other	_____

If any of the parties pays more than one- _____ (1/) share, the other parties agree to reimburse the first party.

** This means one divided by the number of roommates. For example in a household with three roommates, each roommate's share would be one-third (1/3)

3. That each party agrees to pay for long distance telephone calls he/she makes.
4. That the parties agree one- _____ (1/) of the damage deposit is the property of each of the parties.

5. That each of the parties agrees to remain a resident of the premises during the term of the lease or to continue to pay his/her share of the rent during the stated term, unless the following conditions are met:
- a. the party, at his/her own expense, locates tenant to sublet his/her share, said tenant being acceptable to the other parties to this agreement; and written consent to sublet is obtained from the owner/manager of the premises (where applicable).
 - b. Each of the parties agrees not to unreasonably withhold consent or approval of a proposed subtenant.
 - c. Should the subtenant fail to pay rent or fees, the original tenant remains responsible to resume payment of his/her share further agrees to reimburse any other tenant who paid more than one-_____ (1/) share as a result of the subtenant's failure to pay.
 - d. That repairs or improvements to the premises, the cost of which are to be shared by the parties, in excess of \$_____ in cost, shall be approved in advance.
 - e. If pets are permitted under the lease, each pet owner shall be solely responsible for all damages caused by his/her pet. This includes but is not limited to, damage to furniture, carpeting, doors, lawn and garden.

Additional Agreements:

Each roommate sign below:

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