

ROOMMATE AGREEMENT

Suggested Information and Agreement to Help Maintain Roommate Harmony

Negotiating a roommate agreement may not be your highest priority when starting out in a new place. However, experience has shown that even the best of friends can become bitter enemies after several months of sharing an apartment. It is highly recommended that an agreement be completed after an honest discussion about issues and personal habits. In some cases, an agreement might be advisable before signing a lease as people may discover that they are not suited to be roommates. The following are concerns that should be discussed.

BETWEEN _____ **AND** _____
AND _____ **AND** _____

We the tenants of _____ in the City of _____, Ontario agree that this document represents a binding agreement between us with respect to our tenancy at the above premises from _____ to _____. We further agree that if this agreement conflicts with any of our rights and obligations under the Tenancy Agreement dated _____, with respect to the above premises or with the provisions of any Provincial Acts, the said Tenancy Agreement and the Provincial Act will prevail in all respects.

1) RENT - Money can be the single biggest issue to cause friction between roommates. It is important to ensure what amount is being paid and by whom. For example, if one person has a smaller room, do they pay less than the roommate with a larger room, or do they all pay the same amount. Also, does each roommate pay their share to the landlord or does one roommate pay another and that roommate pay the landlord.

It is hereby agreed that our rent obligations will be apportioned as follows:

2) OTHER CHARGES - It is important to know exactly what costs are shared when living together. Telephone, internet, food etc., are important issues to decide. It is also necessary to have a system in place when payment is made or required. For example, if the phone is in the name of one roommate and the other roommate(s) are required to share costs, is the payment by the other roommate(s) due when the bill is received or the deadline on the bill. Remember, if the payment by the roommate(s) is due when the deadline for the bill is, the roommate who actually pays the bill could have a cash flow problem. It is recommended that a policy be established that payment is due a certain number of days after the bill is received or a certain number of days before the deadline on the bill.

It is agreed that our obligations with respect to the costs of:

will be apportioned as follows:

3) ROOMS - If the rooms are identical, choosing one may not be a concern. But if one room is larger than others, or has a better view, some negotiation will be necessary. It can be as complicated as negotiating a different rent for each room or as easy as a coin flip to determine who gets a particular room.

It is agreed that the following persons shall occupy the following bedrooms during our tenancy:

4) OBLIGATIONS - Chores can often be mundane or easy depending upon individual needs and abilities. Whether it is washing dishes, cooking, general cleanliness or cleaning the bathroom, it is necessary to determine a level of tolerance for certain tasks. Sometimes it is beneficial to set up a schedule and/or alternate duties on a weekly or monthly basis.

It is agreed to divide our household responsibilities such as:

in the following manner:

5) SUMMER MONTHS - Often students are not present during the summer months or stop in occasionally. It is beneficial for various reasons to ensure everyone knows what is happening during the summer period. If the place is to be vacant for an extended period, it would be a good idea to have a friend check in for security reasons, pick up any mail, or water plants. If tenants are going to return at varying times throughout the summer, it would be prudent to coordinate those dates.

It is agreed that the following provisions will govern our occupancy of/responsibilities toward the premises during the period from _____ to _____.

6) SUBLETTING - There are two primary situations that involve subletting. One is when you sublet in the summer to get extra income. The second is when a roommate leaves for whatever reason and wants to sublet to meet their monetary obligations. In the first case, it is necessary to discuss who will sublet and how the income is divided. Does the sublettor have use of the entire apartment or just one bedroom and the common area (It is advisable to have a written agreement with the sublettor). In the second case, there should be some discussion as to whether the sublettor needs to be approved by all parties or if the sublettor needs to be a non-smoker or the same sex as the remaining roommates.

It is agreed that subletting of the premises will be arranged in the following way:

7) HOUSE RULES - Often this can be the most difficult area to discuss. One issue may irritate a roommate but they do not want to say anything because it may be interpreted as “complaining” or “whining” by other roommates. In these situations, the irritation festers until a person “blows up” over what might appear to be a minor issue. It is strongly advised that some ground rules are set regarding the following issues:

NOISE - Early morning or late at night noise can be caused by stereos, clock radios and simply talking late at night with a visiting friend.

COMMON COMPLAINT - My roommate likes to listen to his/her stereo (even at low volumes) late at night.

GUESTS - Can consist of mutual friends, visitors, overnight guests, partners and even parents.

COMMON COMPLAINT - My roommate has their partner over every Friday and Saturday night or they stay for a week at a time.

PERSONAL ITEMS - Could include many things at varying degrees. For example, bedroom vs common area or bathroom items vs items in the fridge. Note: It may be worthwhile to do a property list to ensure that everybody knows which items belong to each roommate as well as for insurance purposes.

COMMON COMPLAINT - My roommate went into my bedroom to borrow my hair dryer and told me a couple of days later when I could not find it.

SMOKING - Decide if roommates can smoke and if so, where. Also consider guests.

COMMON COMPLAINT - My roommate and I agreed that we would not smoke, but my roommate has a friend who chain smokes. After three hours the apartment stinks!



LEAVING MESSAGES - It is always important to have good communication between roommates. Designate an area (eg. fridge door) to leave messages for each other.

COMMON COMPLAINT - My roommate never writes down messages and tells me after the message becomes irrelevant!

STUDYING ARRANGEMENTS - There may be times when visitors will not be allowed or maybe two roommates prefer using the same area to study.

COMMON COMPLAINT - My roommate likes to work on the computer late at night. The computer doesn't bother me but the keyboard clicking does!

PETS - Decide if pets will be allowed, even on a temporary basis.

COMMON COMPLAINT - My roommate and I agreed to not have a cat or dog, but at Christmas s/he got a gerbil that runs on its wheel all night!

It is agreed that the following rules will apply for the period of our occupancy at said premises:

8) OTHER - It is important to know what will happen at the end of an agreement. It should be incorporated into the agreement that all parties have a discussion in early February as to what is going to happen. If one roommate is going to give their notice to vacate then the Roommate Agreement should require each individual to give a copy of the notice to other roommates so that they can decide if they are going to stay or give their notice as well.

A) It is understood between and among the undersigned that each is responsible for his/her portion of the rent as per section "1)" above until the end of the lease period. It is further understood that if a tenant vacates before the end of the agreement, s/he will be responsible for the accruing rents to the end of the Tenancy Agreement. **AS PER PROVINCIAL LEGISLATION, THE REMAINING TENANT(S) WILL BE RESPONSIBLE TO THE LANDLORD FOR ANY SHORTFALL IN RENT CAUSED BY A VACATING TENANT.** (If all tenants are on a "joint" lease).

B) At the end of the lease term for said premises, any tenant on the said Tenancy Agreement has a right to continue living in the premises as long as they adhere to the rental agreement. However, some tenants may wish to leave while others may wish to stay. It is agreed if that the following provisions will apply when determining arrangements for tenancy beyond the term of the original Tenancy Agreement:

C) Unresolved issues will be discussed and negotiated in the following manner:

Dated this _____ in _____, Ontario.

The signing of this agreement indicates our full understanding and acceptance of the above provisions and terms.

TENANT/ROOMMATE

WITNESS

TENANT/ROOMMATE

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