

# ROOMMATE AGREEMENT FORM

The purpose of this form is to provide you and your roommate(s) with a starting point to negotiate a variety of issues. Although most roommates believe they will get along great and don't need a roommate agreement, 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.

**ROOMMATE AGREEMENT BETWEEN:**

Tenant 1: \_\_\_\_\_

Tenant 2: \_\_\_\_\_

Tenant 3: \_\_\_\_\_

Tenant 4: \_\_\_\_\_

Tenant 5: \_\_\_\_\_

Tenant 6: \_\_\_\_\_

**RENTAL UNIT ADDRESS:**

<b>Street #</b>	<b>Street</b>	<b>Unit #</b>
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<b>City:</b>	<b>Prov.</b>	<b>Postal Code</b>
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We 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** – Identify the amount of money that each person must contribute towards rent, and who the money is paid to. For example, will one person be responsible for paying the monthly rent and the other roommates pay that one person, or does each individual pay the landlord their portion?  
It is hereby agreed that our rent obligations will be apportioned as follows:

	Tenant Name	Monthly Portion of Rent	Person Rent Paid To
Tenant 1:			
Tenant 2:			
Tenant 3:			
Tenant 4:			
Tenant 5:			
Tenant 6:			



**4) CHORES** – Deciding how chores will be handled in advance makes getting along much easier. Although individual chores may seem like minor annoyances, during stressful times (mid-terms, exams, etc), those minor annoyances can lead to major disputes. You can deal with chores by simply having a person responsible for an individual chore for the entire year, or you can rotate chores daily, weekly, monthly etc. in addition to assigning who is responsible for a particular chore, make sure you decide on the frequency and when it has to be done. For example, you may decide each person is responsible to do the dishes on a particular day of the week and the dishes need to be washed and put away before the end of the night.

Chore	Person Assigned	Frequency	Special Notes
Ex. Dishes	Rotating – Joe then John, then Jack, then Joe, etc.	Daily	Must be done before going to bed

**5) 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, etc.

**6) HOUSE RULES** – it is important to discuss house rules before living together. By discussing and agreeing to house rules in advance everyone has the same understanding and no one person is then seen as “whining” or “complaining”. Below are some typical rules that need to be addressed:

**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 study with his friend, but their chatting late into the night bothers me.

**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:

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**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 amongst 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:

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