



Roommate Agreement Template

Co-Tenancy

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In a co-tenancy (joint tenancy), all the tenants sign one tenant agreement with the landlord. All the tenants are jointly and severally liable for rent and/or damages.

Remember that this agreement is not legally binding.

This roommate agreement is to assist people living together to understand and agree upon their rights, responsibilities and relationship. It is recommended that any changes during your tenancy be updated in writing in this agreement. This agreement does not replace your Residential Tenancy Agreement (Standard Form of Lease) or the rules outlined in the *Residential Tenancy Act* (RTA). Tenants and roommates will not do anything that contravenes the either of these documents.

Address of rental property: _____ Date: _____

Name of landlord(s): _____

Names of roommates on the Residential Tenancy Agreement:

| | |
|----|----|
| 1. | 2. |
| 3. | 4. |

Existing Residential Tenancy Agreement

1. The roommates above have signed a Residential Tenancy Agreement with

_____ (Name of Landlord(s)).

2. Type of tenancy:

This is a fixed term Residential Tenancy Agreement.

The fixed term ends on the _____ (day) _____ (month) _____ (year).

OR

This is a month-to-month Residential Tenancy Agreement. The month-to-month tenancy continues until legally ended by one of the roommates or Landlord(s).

Rent

Roommates will pay the rent to the Landlord as agreed in the Residential Tenancy Agreement. In a co-tenancy, all roommates are responsible for paying the full amount of rent every month. If one roommate does not pay their portion of their rent, the full amount of rent still needs to be paid to the landlord. If unpaid, this can lead to a notice of eviction.

It is important to agree with your roommates what will happen if one person does not pay their portion of the month's rent.

In the Residential Tenancy Agreement, it specifies the rental amount, when rent is due every month, and method of payment. As roommates you need to decide how you will pay rent to the Landlord, and how much each roommate pays.

Monthly Rent: _____

| Name of roommate | Share of rent to be paid |
|------------------|--------------------------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |

Amount to be paid by each roommate:

How will the rent be paid to Landlord?

By Cheque By E-transfer By Cash (make sure you get a receipt)

Rent will be paid in full by _____ (name of roommate who will issue the payment).

* Each roommate needs to pay their share of the rent to above listed roommate at least _____ days before the rent is due.

OR

Rent will be paid directly to the Landlord by each of the roommates

A roommate's failure to pay may result in late fees or costs. The roommate who failed to pay is liable for these costs.

Security Deposit: Last Month's Rent (LMR)

The security deposit will be paid according to the Residential Tenancy Agreement.

If one roommate moves out before the others and gives a forwarding address in writing, their portion of the security deposit will be returned to them either 15 days after a new roommate moves in, or 15 days after the security deposit is returned to the remaining roommates, providing there is not a new roommate; whichever occurs earlier. Remaining roommates are not obligated to recover the security deposit if the landlord(s) fail to return it.

Damage

All roommates agree to repair or cover the cost for any damages caused by themselves or their guests. With the understanding that in a co-tenancy ALL roommates are jointly and severally liable for all damages and those of guests. If a source cannot be determined, the damages will be split equally between roommates.

Utilities

Roommates agree that:

- Utilities that are not included in rent are to be shared equally between roommates.
- If one roommate fails to pay their share of the utilities the other roommates will pay that person's share. The roommate who didn't pay will reimburse the other roommates within _____ days.
- Where possible, copies of the utility bills will be available for roommates and kept in a safe place.
- Failure to pay utilities can lead to eviction.

House Rules

Roommate agree to the following house rules and adhere to their Residential Tenancy Agreement:

| Area or use of property | House rules |
|--|-------------|
| Yard use and maintenance | |
| Fridge/Freezer (shared or individual contents and space) | |
| Guests (Overnight? Certain hours only?) | |
| Smoking (yes/no, inside? outside? Cannabis? Tobacco?) | |
| Alcohol | |

| | |
|-------------|--|
| Pets | |
| Quiet Hours | |
| Other | |

Terminating the Tenancy

In a co-tenancy all roommates are on the Residential Tenancy Agreement. When ending a tenancy, make sure you follow the rules set out by the *Residential Tenancy Act*.

If a roommate leaves before the end of a fixed term, that roommate is responsible for the costs to re-rent the space or for the full rent until the end of the fixed term.

In a month-to-month tenancy, proper written notice given by one roommate ends the Tenancy Agreement for all roommates.

We (add names of roommates) _____, _____, _____, _____,
hereby indicate that:

- ✓ We have read this agreement,
- ✓ We understand its contents,
- ✓ We agree to follow this agreement and understand that it is not legally binding nor does it replace the Residential Tenancy Agreement or the *Residential Tenancy Act*.

The following roommates have signed this Roommate Agreement on:

the _____ (day) _____ (month) _____ (year).

Roommate 1: _____

Roommate 2: _____

Roommate 3: _____

Roommate 4: _____

ADDENDUM

Cleaning

A roommate is responsible for keeping their own room in a safe and sanitary condition, doing their own laundry and keeping their belongings in their own room, unless discussed and agreed by all roommates.

In addition: garbage, cleaning bathroom and kitchen, recycling, vacuuming, sweeping and other household tasks will be (delete as applicable):

Assigned to Roommates as follows:

- Rotated on a weekly basis
- Other: _____

Pets

- Are permitted
- Are not permitted

All pet-related expenses, chores and responsibilities are the sole responsibility of the pet-owner.

Groceries

- All groceries are separate. Roommates will buy all groceries for themselves and not use other roommates groceries without express permission.
- Roommates will have a shared budget for certain household items. All roommates will contribute equally. Any remaining money at the end of the tenancy will be divided equally.
Communal items are: _____
- Roommates will shop communally. All groceries to be shared.

Subletting and Assigning

Any assigning or subletting of a roommate's tenancy must be agreed in writing by the landlord and all roommates. Assigning or subletting will not be unreasonable refused.

Guests

- Guests are the responsibility of the roommate who invited them.
- Guests will not be in the unit without the roommate who invited them also being present.
- Any increase in costs (groceries, utilities, damages) resulting from guest's presence will be met by the inviting roommate.

- Guests can be vetoed by any roommate/majority of roommates/tenant.
- Guests should not sleep in communal areas.

Unresolved Issues

Roommates will schedule a house meeting to resolve issues.