



RentSmart's Guide to Living Successfully with Roommates

Introduction to this Guide

For many people who are renting, getting a roommate is a way to make it affordable.

Roommates can have a big impact on the success of your tenancy and on how happy you are in your rental situation. The more information you have before you enter into a roommate relationship with someone, the more prepared you will be to make things go smoothly and to know how to deal with things if something doesn't work out.

This guide is for anyone who has roommates and housemates now or will in the future. The guide is designed to help increase successful roommate situations. It combines information on why people have roommates, how to choose a good roommate, how to be a good roommate, roommate agreements, common roommate issues, and what to do when things don't work out. It also includes a list of where to go for help when issues arise. This guide will help you understand what you need to know about roommates and housemates.

Why use the term 'roommate' when I am not sharing a room?

Yes, we agree that the term 'housemate' would be more accurate, however 'roommate' is the word most commonly used to describe people who choose to enter rental situations where they often have their own room, and share common living spaces.

Disclaimer

This Roommate Agreement is not legally binding and does not replace or substitute the Residential Tenancy Agreement (Standard Form of Lease) or the *Residential Tenancies Act*.

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Roommate Selection

It's really important to make sure that you select roommates that you can live with. Being a roommate is a legal relationship and just because you get along with someone really well, it doesn't mean that you will work as roommates.

Take time to communicate, be honest and work through some of the possible issues before they come up. It is much easier to prevent problems in roommate situations than it is to deal with them.

Compatibility

The first important area is compatibility. Through many years of working with tenants, RentSmart has identified several areas of possible conflict with roommates.

1. Cleaning, chores and mess
2. Lifestyle
3. Guests and partners
4. Alcohol, drugs and smoking
5. Money, bills and rent

Sometimes we don't like to have these conversation with roommates before we move in. There are a few reasons for this: we feel embarrassed; we think it's all going to be fine; it's a friend or relative so we 'know' everything will be OK. But it can't hurt to have the conversation and you can stop the issues happening in the first place if you talk about them. Take this quiz to see what kind of roommate you will be!

1. How clean do you like things?

- a) I clean kitchen surfaces, the shower and sink daily. For the rest, once a week, or when they need it.
- b) There can never be any dishes in the sink, ever. Crumbs on the counter make me feel anxious.
- c) It's time to clean the floor when I can't remember what colour it is.

2. When do you like to have rent paid by?

- a) First of the month
- b) I make sure it's in a few days early – around the 28th.
- c) I've had a few late fees this year, but always gets paid.
- d) Usually when the landlord starts phoning.

3. What time do you like to get up and go to bed?

- a) Up at the crack of dawn, at the gym by 7am.
- b) Always up after midnight.
- c) Weekends I'm up late, weekdays I'm in bed early.
- d) Whatever works, it all depends.

4. What about guests and partners?

- a) My friend stays over once a week. We mainly stay in our room.
- b) My friends are round a lot. The more the merrier!
- c) I hate sharing my space with people I don't know well.
- d) I'm flexible.

5. Sharing is caring?

- a) My stuff is my stuff, yours is yours.
- b) We share the communal things like toilet paper and dish soap. Hands off everything else.
- c) Whatever is in the communal areas is up for grabs. Finders keepers, right?
- d) We should have a kitty for household things. Everyone puts in money, then buys things for the house out of it.

6. Party hard?

- a) Birthdays, New Years and Halloween. Otherwise I'm in bed early.
- b) When and where? Anytime. Anywhere.
- c) I prefer peace and quiet.
- d) Whatever, as long as housemates check with everyone. If people have work or school, don't disturb

You will probably be compatible with a future roommate if you answer the same way they do.

Question 1. Cleaning

If a b. person and a c. person live together without discussing chores, there will be issues. The b. person might get resentful and angry about clearing up after the c. person. The c. person might feel stressed and annoyed at the b. person's constant cleaning and they might feel not 'at home' in their place. A b. person and a c. person can live together but they need to create an agreement about mess and cleaning. Will you create a rota, will people be responsible for a communal room each? What happens if someone doesn't do their share?

Question 2. Rent

If everyone in the house is a d. person, there's an issue. Rent won't be paid and an eviction will end up being issued. Make sure that you agree beforehand on when rent will be paid and to whom. Make an a. or b. person responsible and the rent will get paid. BUT they might get angry or resentful if they are always chasing other people. So agree about what day money comes in, who hands it to the landlord and what happens if someone is struggling to pay.

Question 3. Bedtime and waking up

An a. person and b. person can live together but it is more challenging. Way to deal with this are; having 'quiet hours' that are agreed so that early and late, people can be awake but not disturbing others. Make sure to leave some flexibility in the timing for special occasions or exam times, when people might be more or less noisy.

Question 4. Guests and partners

A b. person and a c. person will struggle to live together. Introverts need space and quiet to recharge and can suffer if forced to be around a lot of people for a long period of time. Extroverts thrive with people around and need that stimulation to be recharged. It is easy to see how the two could suffer living together. It is possible to agree on times, amounts and places. So you could agree that your extrovert roommates gets to have as many people

as they like round on the weekends in their room. Or that the communal areas are off limits at certain times. Or that guests are limited to two nights a week.

Roommates' partners can be a trickier issue. Someone with a couple of roommates could go from sharing with two other people to sharing with four if people get girlfriends or boyfriends. And those people might be using the shower, kitchen, communal areas. Talk about some of the 'what if's before you move in.

Question 5. Sharing

Person a. and person e. are going to have a hard time living together. They are going to think that the other person is either mean or grabby. That's not going to work well. So work out a system. Is everything, some things or nothing communal? And respect those choices. There is no one 'right' way to be.

Question 6. Drinking, smoking and drugs

Person b. and person e. will not be able to live together without some serious accommodations for each other. Be honest about drinking, smoking and drugs. When behaviour affects other people in the place, it is critical to make good agreement about it. Also bear in mind that if smoking is prohibited by your tenancy, or your behaviour affects others, or if it is illegal (underage or illegal drugs) your tenancy could be terminated.

Question 7. Partying

This is linked to both guests and alcohol, drugs and smoking. It also affects your tenancy because of noise and disturbance. Talk to your roommates, neighbours and landlord about expectations. Make sure that if you have a party, you consult your roommates, talk to your neighbours (give them a contact number to complain if need be) and talk to your landlord about any issues that issue.

Planning for the Tenancy

“Hope for the best, plan for the worst.” (Lee Child).

Planning for what you know is going to happen, and planning for less predictable events is important. For example, definitely plan for the end of the tenancy but also plan for roommates leaving early, losing employment, or having a life event that means they can't manage their tenancy any more.

Here are things to plan for and discuss beforehand:

1. The start of the tenancy.

- Who pays the Rent Deposit (Last Months Rent)?
- Is it joint money or is one person giving it to the landlord?
- What proof are you keeping of who paid what?
- Who gets the receipts and who is keeping them safe?
- Whose name(s) is the tenancy agreement in?
- Is this a joint tenancy (with all the tenants on the tenancy) or is one person on the tenancy and renting to the others?

There are legal implications to all of these answers. Are you sharing a kitchen or bathroom with the owner of the property? In this case, you are not covered by the Residential Tenancies Act.

Make sure that someone can connect the power and work out how bills will be paid. You need to decide bills like cable BEFORE you connect. If one person wants extra channels and high speed and other roommates don't, discuss and come to an agreement beforehand.

Are you having a Roommate Agreement? In which case, have a look at the Roommate Agreement later in this handbook.

**Remember that Roommate Agreements are not legally binding.*

2. During the tenancy.

Issues, and sometimes conflict, will appear during your tenancy. This could be as small as who does the washing up. You need a plan. Will you have house meetings, or regular catch-ups to make sure that everyone is being heard? Communication is your best prevention method and way to solve problems once they come up. Be prepared to be flexible. Living with other people means that we can't get all of what we want all of the time!

Planning for issues during the tenancy at the start of the tenancy means that you can avoid conflict and deal with it more easily. For example: *What happens if someone loses their job? Can the others pay the rent if this happens?*

3. Changes to the tenancy.

The two big issues that could change the tenancy are; someone moving in, and someone moving out. Plan for what will happen if someone decides to move out early. If you are in a fixed term tenancy (or lease) this could be a problem so make sure all tenants are aware of the procedure before the start. If it is a fixed term tenancy, tenants are responsible for the rent they agreed until the end of the tenancy. Everyone needs to be aware that there is a financial penalty for 'breaking the lease'. If the Rent Deposit (Last Months Rent) was paid by everyone, the leaving person may have to wait until the end of the tenancy (or until someone else moves in) to get their portion back.

In a month-to-month tenancy, anyone on the tenancy can give notice legally to end the tenancy. If this is not the plan, discuss with other tenants what the procedure is if someone wants to move. They should talk to the other tenants first. Then as a household, the other tenants can approach the landlord about changing the tenancy.

What if someone wants to move in? This is frequently when someone has a new partner and wants them to move in. Discuss this at the beginning of the tenancy. Bear in mind that anyone can get

together or split up with someone during a tenancy. Are you open to sharing with partners? Are you open generally to new people moving in? How much is everyone happy with partners staying before they need to contribute to bills and rent? You have to be very careful with guests as well since your landlord will want to know if the 'guest' is actually a guest or a new tenant. Any tenancy changes need to be discussed as a household and with your landlord.

4. The end of the tenancy.

What happens about the Rent Deposit (Last Months Rent), any communal things you have bought, the move out arrangements and communication with the landlord? We do not allow security deposits in Ontario. If there is damage upon end of tenancy, a landlord will issue a Notice and go to the LTB to seek re-payment. With communal items, the easiest solution is to not buy things communally. If things are bought separately, you can make a note and just take the things you bought.

Make sure that everyone is on board for the move out cleaning, repairs and inspection. You can make one person the lead for talking to the landlord, but everyone needs to pitch in with cleaning and inspections.

Agreements & Forms

The Residential Tenancy Agreement (Standard Form of Lease)

If you are renting from a landlord in ON, you need to have a Standard Lease Agreement (Standard Form of Lease). That is the law. There are examples online and your landlord can use one of these or write their own. If you are signing a tenancy, it is a contract so read it and make sure that you agree with the terms before you sign. Make sure to get a copy of the agreement.

The landlord is legally required to give you the copy within 21 days.

If you share a kitchen or bathroom with the owner of the property, you are a boarder. Be careful in these arrangements because you are not covered by the Residential Tenancies Act.

If you are a roommate, there are a few ways to organize the Residential Tenancy Agreement:

Primary Tenant and Occupants:

One person signs the agreement with the landlord and everyone else is their 'roommate' only. The person who signed the tenancy is a tenant. The others living there are occupants, rather than tenants. There is no contract between the landlord and the occupants. Which means that neither the landlord nor the occupant can get help at the Landlord and Tenant Board (LTB). It does mean that they can just leave if they want. But their accommodation is less secure. If there is a dispute, the matter can be taken to the small claims court.

Joint Tenancy:

All the tenants sign one joint tenancy with the landlord. They are jointly and severally liable for rent and damages. Jointly and severally means that the landlord can recover any owed rent or damages from all or any one of the **tenants**.

In a fixed term tenancy, they are all responsible for the tenancy until the end of the fixed term. Unless the landlord and **tenants** sign to change the tenancy, the tenant who is leaving remains as responsible as the remaining tenants.

In a month-to-month, if one **tenant** gives proper legal notice to end the tenancy, it ends the tenancy for the remaining **tenants**. If the remaining **tenants** are allowed by the landlord to stay in the property after the date of the notice, they can then have a separate tenancy and the leaving **tenant** isn't part of the new tenancy.

Sole Tenancy (Multiple tenancies in one unit):

It is possible to have separate tenancies for each roommate. These roommates then become individual tenants. They have tenancy rights but are not responsible for the rent, damage or tenancy of another tenant. Rooming houses sometimes use these. A tenant in this situation can give notice on their own sole tenancy.

Joint Tenancy	Occupant	Sole Tenancy
You have a tenancy	You share a kitchen or bathroom with the owner of the property	You have a tenancy for your own area (normally your room)
All the roommates are on the tenancy	Or, you are renting from another renter who is on the tenancy agreement and you are not	You are not on a tenancy with other housemates
You are all responsible for all rent and any damages together	You are responsible for following the agreement you made with the person you are renting from.	You are responsible for your own rent and damages
You are covered by the <i>Residential Tenancies Act</i>	You are not covered by the <i>Residential Tenancies Act</i> , and will need to go to small claims court	You are covered by the <i>Residential Tenancies Act</i>

Unit Walk-through

Before moving in, you and your landlord should carefully check or inspect the premises together. Write down damages like scratches or burns and take pictures of them. Look for mould or repairs needed. That same day, email the photos to yourself and/or a friend for safekeeping. That will document both the date the photos were taken and the condition of the unit when you moved in.

A landlord must give all new tenants the brochure: *Information for New Tenants*, which includes information about the rights and responsibilities of landlords and tenants, the role of the Landlord and Tenant Board and how to contact the LTB. The landlord must give you the brochure on or before the day the tenancy begins, even if you do not move in on that date.

The Roommate Agreement

Unlike the Residential Tenancy Agreement, a Roommate Agreement isn't a legal requirement. It also isn't enforceable at the Landlord and Tenant Board. But a Roommate Agreement can help with disagreements and make things really clear at the beginning of the tenancy.

Your roommate agreement will depend on your specific situation. For examples and templates of roommate agreements please visit:

Joint Tenancy:

<https://rentsmarteducation.org/resources/>

Sole Tenancy:

<https://rentsmarteducation.org/resources/>

Scroll down the page until you see the Ontario section, and click the "Roommates" title to access all 3 PDF downloadables.

Conflict and Disputes

Communication Skills

Planning for Good Communication.

Good communication is the basis for a good roommate situation. Most issues that come up can be dealt with using good communication. A household that can talk things through, ask for their individual needs to be met while respecting the needs of others and work towards a system will avoid most problems. We will look at some 'How To' communication basics.

How to: Ask For Something You Need

Asking for needs to be met is very important. If you don't ask for your needs to be met, resentment can build and it can come out in other ways; getting angry about silly things; taking it out on someone else; feeling bad, ill or stressed. If you decide you would rather not ask for something, that's OK, but you then need to let it go. If you want people to know what you need, tell them.

How to: Ask For What You Need?

This is basic assertiveness. You have to let the other person know what the issue is, why it's important and what you want.

An example is your roommate not doing their dishes. Leaving them for you to do.

You might say one of the following. There are lots of different versions...

- "When I see dishes in the sink I feel annoyed, because I think we should all pitch in. Please do your dishes when you're finished eating."
- "When I see dishes left overnight, I feel queasy because I like a clean home. Please don't leave dishes overnight."
- "When the dishes are left on 'your night' I feel angry, because we all agreed the rotation and I stick to it and think everyone should to make the place work. Please stick to the rotation, or suggest changes."

- "When I come back from work and see dishes left, I feel tired and miserable, because I work really hard and want to relax when I get home. Please do the dishes before I get home."



Most of the time, with most people, if your request is reasonable, this will probably work. Be very careful and take this into consideration:

1. Avoid 'always', 'never' and similar words. They are 'fighting words' and the other person may react defensively. Just talk about the behaviour in the moment.
2. Avoid 'you' statements. Again, this can lead to defensiveness. Talk about your feelings and your needs. Use 'I' statements.
3. Emotions are important to describe properly. They don't rely on another person. So saying, "you made me feel angry" isn't as helpful as "I feel angry". Also, some emotion-sounding words aren't actually emotions. Words like 'disrespected' and 'ignored' aren't emotion words. They're just a sneaky 'you' statement!
4. Crossing arms, eye-rolling, huffing and all those non-verbal cues we use... Don't use them if you want the other person to listen effectively. Watch your body language. Positive body language can include nodding, leaning in, appropriate eye contact and an open stance.
5. Talking about the past can be tempting. However, you are much more likely to get what you want if you talk about the present and talk to gain common ground, not to 'win'.

6. Let the other person see that you are talking to agree not to disagree. Saying 'but' a lot or interrupting signals to the other person that you aren't really listening. Try saying, "I see your point" and letting the other person finish.
7. Listen to understand, not to reply.

How to: Have a Conversation About Something Difficult

There are a few stages you can work through to have a difficult conversation go well. Asking for something you need is just part of it. Let's go through a conversation to see how to work to a common goal.

What to do	Why	What to avoid
Have the conversation: Can we talk about the dishes? Do you have a second now? Present the issue using 'I' statement	The person will feel that you value their time. They can reschedule if they need to.	Just launching into your needs.
Listen - leave space for the other person to talk.	The other person may have a solution already, they may need some time to think, and they may not be in a place to discuss it now.	Talking over the other person or not acknowledging they have needs too.
Ask for what you want.	Neutral, clear, non-judgemental requests are more likely to be listened to.	Scoring points or trying to 'win' the conversation.
Work out together how to solve the issue. You have asked for what you want but they might have a suggestion. Don't reject any suggestions until you have worked through things.	If the other person is involved in problem-solving, they are part of the solution. And they are therefore much more likely to follow through.	Telling someone how it's going to be. Shutting people down and not listening to their ideas.

This sounds difficult but let's try the example again.

Can we talk about the dishes? Thanks. [Listen to the other person] *When I see dishes in the sink I feel annoyed, because I think we should all pitch in. Please do your dishes when you're finished eating.* [Wait] Now the other person can say, *I'd rather not wash when I cook, could we agree to alternate?* You could say, *OK that works. Let's alternate cooking and washing up. Can we say that the dishes get done the same evening?*

It's that quick!

Written Notice

When talking with you landlord, also put conversation in writing. You can also follow up on roommate conversations with an email or text. If there is a conflict, you can use a written letter. If you are giving legal notices (like telling the roommates or landlords you are leaving) it has to be done with an actual letter.

Legal Disputes

If at all possible, try to resolve issues before they become legal disputes. It is normally quicker, easier and cheaper to make an agreement with someone than go down a legal route. Rarely is it unavoidable.

Legal disputes with landlords are dealt with at the Landlord and Tenant Board. Legal disputes with roommates are more complicated. It is really important to know what kind of roommate situation you have.

Before you get to the point of a dispute, make sure that you have:

1. Tried to use verbal communication to reach an agreement and compromised
2. Used 'in writing' methods to clarify and make sure everyone has the same information
3. Got evidence of your case; letters, photographs, witnesses and paperwork
4. Accessed information to look at other ways to resolve the situation

5. Accessed legal advice to make sure that you have a strong legal case, if going to small claims or Landlord and Tenant Board.

Parting Ways

Giving Notice

If you planned well at the beginning of your tenancy, it should be easy to move out at the end. Everyone should give proper notice in writing. Who you give notice to depends on your arrangement.

Remember that you need to know what roommate situation you are in.

- If you are in a joint tenancy, the first thing to do is talk to your roommates. Let them know if you are thinking of moving out. In a fixed term tenancy, you would have to get the written permission of the landlord to leave early. In a month to month tenancy, you need to inform your roommates but give proper written notice to the landlord. Two months written notice before the end of the month, that the tenancy is supposed to end. This ends the tenancy for all roommates; so make sure you talk to everyone before you end their tenancy.

Have a folder and always keep a copy of anything you put in writing to landlords or roommates.

- If you are an occupant you have to give 'reasonable' notice. The best way to ensure you have given reasonable notice is to give the same amount of notice as you would in a tenancy. Two clear calendar months' notice in writing.
- If you are in a sole tenancy situation you don't have to consult the other roommates because ending your tenancy doesn't affect them. Remember, you still have a tenancy so you need to give proper legal notice to the landlord. Again, this is two months notice.

Tenant's Notice to Terminate the Tenancy (N9)

To: (Landlord's name)	From: (Tenant's name) include all tenant names
Address of the Rental Unit:	

I am giving this notice because I want to move out of the rental unit.

The last day of my tenancy will be / / . This is the termination date.
dd/mm/yyyy

I will move out of the rental unit on or before the termination date.

Important information from the Landlord and Tenant Board

The termination date	For most types of tenancies (including monthly tenancies) the termination date must be at least 60 days after the tenant gives the landlord this notice. Also, the termination date must be the last day of the rental period. For example, if the tenant pays on the first day of each month, the termination date must be the last day of the month. If the tenancy is for a fixed term (for example, a lease for one year), the termination date cannot be earlier than the last date of the fixed term.
Exceptions:	<ul style="list-style-type: none"> • The termination date must at least 28 days after the tenant gives the landlord this notice if the tenancy is daily or weekly (the tenant pays rent daily or weekly). Also, the termination date must be the last day of the rental period. For example, if the tenant pays rent weekly each Monday, the termination date must be a Sunday. If the tenancy is for a fixed term, the termination date cannot be earlier than the last date of the fixed term. • The termination date can be earlier than the last day of a fixed term tenancy (but still must be the last day of a rental period) if the tenant is giving this notice because: <ul style="list-style-type: none"> • the tenancy agreement was entered into on or after April 30, 2018, • the landlord was required to use the <i>Residential Tenancy Agreement (Standard Form of Lease)</i> form but did not, • the tenant demanded in writing that the landlord give them this form, and <ul style="list-style-type: none"> - more than 21 days have passed since the tenant made their demand, and the landlord has not provided the form, or - the landlord provided the form less than 30 days ago but it was not signed by the tenant. • A special rule allows less than 60 days' notice in situations where the tenant would normally be required to give 60 days notice (for example, monthly tenancies). The tenant can give notice for the end of February no later than January 1st and can give notice for the end of March no later than February 1st.
The landlord can apply to end the tenancy	The landlord can apply to the Board for an order to end the tenancy and evict the tenant as soon as the tenant gives the landlord this notice. However, if the Board issues an order ending the tenancy, the order will not require the tenant to move out any earlier than the termination date the tenant included in this notice.

Settling Accounts

You need to make sure that all financial accounts are settled.

- ✓ **Bills.** Whether you pay them together or separately, you have to tell the service providers. You also need to work out what happens with bills that are not monthly. There may be charges that you still have to pay after you leave.
- ✓ **Moving-out.** Remember that when you move out you have to remove all your belongings, clean your unit thoroughly, and repair any damages.
- ✓ **Move-out day.** It is the last day of the month at 11:59pm. Everyone has to be packed and finished cleaning by that time.
- ✓ **References.** Ask your landlord to be a reference for you. If possible, get a letter of reference so you can use it even if your landlord changes jobs or you lose contact.

Where To Go With Questions

There are lots of places to ask if you need help or advice.

The **Landlord and Tenant Board** is a good place to go for general tenancy related issues. It can be hard to get through but stick with it if the matter is urgent, like an eviction. They can deal with general inquiries by email.

1-888-332-3234 or sjto.ca/ltb

Legal Aid Ontario provides legal information as well as information on where to find your local legal clinic. Legal clinics can help you with any legal issues or questions you may have.

Visit: legalaid.on.ca/legal-clinics

Rent Smart Education and Support Society

For more information on our courses visit:
rentsmarteducation.org

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