



RENT SMART'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 Tenancy Act*.

Contents

Introduction to this Guide	2
Roommate Selection	4
Compatability	4
Planning for the Tenancy.....	6
Agreements & Forms	7
Residential Tenancy Agreement	7
Unit Walk-through.....	8
The Roommate Agreement.....	8
Conflict and Disputes	9
Communication Skills.....	9
Written Notice	10
Legal Disputes	10
Parting Ways	11
Giving Notice	11
Settling Accounts	12
Where To Go With Questions	13
Acknowledgments	13

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 from 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 it always gets paid.
- d) Usually when the landlord starts phoning.

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

- a) Early bird - at the gym at 7 am.
- b) Night owl - never in bed until 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 schedule, 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. A way to deal with this is: having 'quiet hours' that are agreed on 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 a good agreement about it. Also bear in mind that if smoking is prohibited by your tenancy, 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 security deposit?
- 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 have a license to occupy which is different to a tenancy.

You are not covered by the *Residential Tenancy 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.

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 upon until the end of the tenancy. Everyone needs to be aware that there is a financial penalty for 'breaking the lease'. If the security deposit 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 security deposit, any communal things you have bought, the move out arrangements and communication with the landlord? If one person paid the security deposit, they should get it back. But what happens if some of the security is awarded to the landlord or if the tenants know they have done some damage? At the beginning of the tenancy, what happens with regards to damages? 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 BC, you need to have a Residential Tenancy Agreement. 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.

The law assumes if there is no written agreement that you are co-tenants in a joint tenancy. So with no Tenancy Agreement, it will be assumed that you are also responsible for the rent and damages of your roommates if things don't work out.

If you share a kitchen or bathroom with the owner of the property, you have a licence to occupy and do not have a tenancy. Be careful in these arrangements because you are not covered by the Residential Tenancy Act.

If you are a roommate, there are a few ways the Residential Tenancy Agreement can be organized:

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 Residential Tenancy Branch.

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.

Co-Tenants in Joint Tenancy

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

In a fixed term tenancy, they are all responsible for the tenancy until the end of the fixed term. Unless the landlord and **co-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 **co-tenant** gives proper legal notice to end the tenancy, it ends the tenancy for the remaining **co-tenants**. If the remaining co-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 **co-tenant** isn't part of the new tenancy.

Co-Tenant	Occupant	Tenant in Common
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 have a license to occupy	You are responsible for your own rent and damages
You are covered by the <i>Residential Tenancy Act</i>	You are not covered by the <i>Residential Tenancy Act</i> , and will need to go to small claims court	You are covered by the <i>Residential Tenancy Act</i>

Tenants in Common:

It is possible to have separate tenancies for each roommate. These roommates then become **tenants in common**. They have tenancy rights but are

not responsible for the rent, damage or tenancy of another **tenant in common**. Rooming houses sometimes use these. A **tenant in common** can give notice on their own sole tenancy.

Condition Inspection Report

It is also the law that you need to have a condition inspection and get a copy of the Condition Inspection Report from the landlord. Whomever has the tenancy should do the condition inspection at the beginning of the tenancy. Co-tenants should all be part of this process. Everyone is responsible for the condition of the place. You should get a copy at the time but it is a legal requirement that the landlord gives you the report within 15 days.

Keep both the Residential Tenancy Agreement and the Condition Inspection Report in a safe place.

The Residential Tenancy Agreement is enforceable and you can go to the Residential Tenancy Branch for information and disputes about it and the Condition Inspection Report.

The Roommate Agreement

Unlike the Condition Inspection Report and the Residential Tenancy Agreement, a Roommate Agreement isn't a legal requirement. It also isn't enforceable at the Residential Tenancy Branch. 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, you can download the following agreements:

A. Occupants and Tenants in Common

If one person is on the tenancy with the landlord:

[Download Roommate Agreement: Single Tenancy](#)

B. Co-Tenants

If more than one person is on the tenancy with the landlord:

[Download Roommate Agreement: Co-Tenancy](#)

Value of a Roommate Agreement

A greater and increasing proportion of households are roommate situations. The *Residential Tenancy Act* has gaps when applied to roommates: legal issues related to occupants and joint tenancies; inadequate paperwork; lack of knowledge of the legal options; and lack of protection and avenues to pursue if things go wrong.

With joint tenancies; tenants are jointly and severally liable which means that one tenant giving notice can end a tenancy for all and tenants can find themselves in financial difficulty through no fault of their own. This leads to potential and actual loss of housing.

If a tenant rents a room out to another person there is nothing in the Act to outline the rights and responsibilities of these parties. A roommate or occupant in this situation may be unaware that they aren't well covered by the Act.

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 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 to 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 isn't working, with your landlord, it might be time to put things 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. An email or text isn't 'in writing' according to the law.

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 Residential Tenancy Branch. Legal disputes with roommates are more complicated. It is really important to know if you are a co-tenant, tenant in common or an occupant.

- If you are a co-tenant, you are in a contract relationship with your roommates and your landlord.
- If you are a tenant in common you have a contract with your landlord but not your housemates.
- If you are an occupant, neither your relationship with the landlord or the roommate you rent from is governed by the RTA.

But, 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 Residential Tenancy Branch.

Always keep a copy of anything you put in writing to landlords or roommates.

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 a co-tenant, 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 other tenants and landlord to leave early. In a month to month tenancy you need to inform your roommates but give proper written notice to the landlord. You need to give a full calendar month's notice, in writing, before the end of the month before. This ends the tenancy for everyone; so make sure you talk to everyone before you end everyone's tenancy.
- 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. One clear calendar month's notice in writing.
- If you are a tenant in common, you don't have to consult the other roommates because ending your tenancy doesn't affect them. You are in a tenancy so you need to give proper legal notice to the landlord. Again, this is a full calendar month's 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.

Notice to End Tenancy Letter

<Your address>

<Date>

Dear <Landlord's name>

Re: Notice to end tenancy

I am writing to let you know I will be vacating the unit on <date you are leaving>.

Thanks

<Your signature>

<Your name>

- ✓ **Move out condition inspection report.** The landlord should offer you a time to do one of these. After the place is clear and clean on the last day is the best time. If your name is on the tenancy and you paid a security deposit, you should be there. Only agree to the report if you are happy that it is accurate.
- ✓ **Forwarding address.** Your landlord needs a forwarding address for your security deposit and it's a good idea for your roommates to have one if there are bills outstanding. If you are worried about anyone having your new address, you can use a post office box.

- ✓ **Security deposit.** If you receive the full security deposit back, just ensure it gets back to the person or people who paid it to the landlord at the beginning of the tenancy. If there were damages or unpaid rent, you have to work out what is fair. If there are legal disputes at this point between roommates, they would be dealt with at Small Claims Court.
- ✓ **Move out day.** It is the last day of the month at 1pm. 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.

You should receive your security deposit back in 15 days of your landlord receiving your forwarding address.

Security Deposit Return Letter

<Your address>

<Date>

Dear <Landlord's name>

Re: My Security deposit

My forwarding address for return of my security deposit is: <your forwarding address>

Thanks

<Your signature>

<Your name>

About RentSmart Certificate Online (RSCO)

RSCO is an interactive on line course that teaches renters skills that help them navigate the rental market, find housing, and have successful tenancies.

Thousands of individuals have participated in Rent Smart courses, and have experienced successful tenancies as a result.

Where To Go With Questions

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

The **Residential Tenancy Branch** is a good place to go for 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.

Phone: 250 387 1602

Email: HSRTO@gov.bc.ca

Rent Smart Education and Support Society

For more information on our courses visit:

Phone: 250 388 7171

Online: rentsmarteducation.org

TRAC is the Tenant Resource and Advisory Centre.

They give advice to tenants over the phone.

Phone: 1 800 665 1185

Online: tenants.bc.ca

Clicklaw provides legal information, education and help for people in British Columbia.

Online: clicklaw.bc.ca

Small Claims Court provides faster solutions for small claims cases and people are encouraged to settle by agreement, rather than in a trial.

For more information visit: www2.gov.bc.ca/gov/content/justice/courthouse-services/small-claims

Acknowledgments

RentSmart Roommate Guide has been supported by partner organizations and individuals:

Vancouver Foundation Fostering Change for their funding of this project.

Joshua Prowse, Lawyer, from the **Community Legal Assistance Society**, for his advice and support with the roommate agreements included in this guide.

Kate Lambert, from **Rent Smart**, for her contribution to the content in this guide.