

ROOMMATE AGREEMENT

The purpose of this agreement 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.

Address of Rental Unit: _____

Term of Lease: _____ to _____

Name of Tenant	Monthly Rent	Deposits	Bedroom to be Occupied
#1	\$	\$	
#2	\$	\$	
#3	\$	\$	
#4	\$	\$	
#5	\$	\$	
#6	\$	\$	

If roommates will switch bedrooms or pay different amounts of rent at any point, those changes should be noted above. Any roommate who does not pay any or all the amount of rent list above shall be liable to the landlord or to any roommates who pay any amount due for the defaulting roommate.

1. RENTAL DEPOSITS

All Rental deposits have been paid by each roommate in amount listed above. The roommates will divide the refund of the deposits accounting to the amount each tenant originally paid as listed in the agreement. When a specific roommate is clearly responsible for fees and damages to the rental premises - including late payment fee, NSF fee, cleaning and repairs costs – that roommate will pay full fees and damages. The roommates agree to share equally in the cost of all other fees and damages charged.

2. MONTHLY RENT

It is very unlikely that all of the rooms will be equally desirable, i.e. The same size, same size closets, have an ensuite bath, etc. As a group, you will need to decide who will get a particular room and how that decision is made. You can handle it as simply as flipping a coin or rolling a dice. Before deciding who gets a particular room you will need to decide whether everyone pays the same amount of rent or is a more “desirable” room worth more money.

The monthly rent will be paid by _____ from _____ to _____

The monthly rent will be paid by _____ from _____ to _____

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3. OTHER CHARGES

There may be a variety of other charges that are shared between roommates such as phone, internet, cable, gas, hydro, etc. It is important that everyone clearly knows who is responsible for paying what bill and when others have to pay that person their portion of the bill.

Type of Bill	Person Responsible for Paying Bill	Date Roommate Portion Due*	Date Bill Due
Hydro			
Gas			
Water			
Internet			
Cable			
Phone			

* It is a good idea to make sure the date the money is due to the person paying the bill is before the actual due date of the bill.

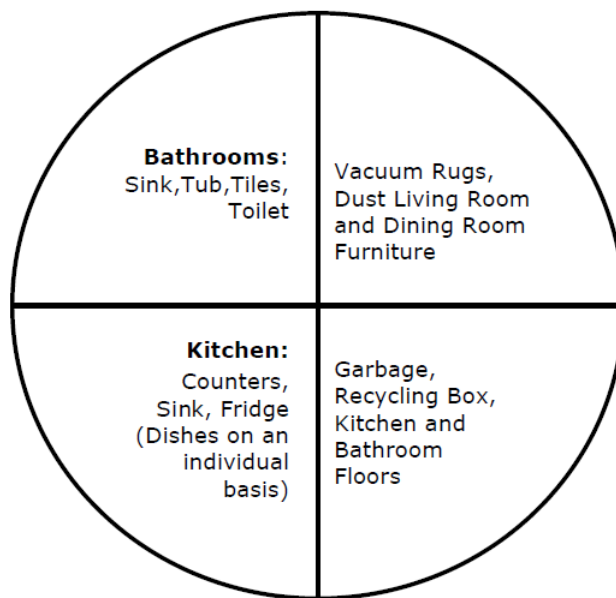
4. HOUSEHOLD CHORES

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	Note
Dishes			
Garbage			

Cleaning Wheel



Rotate Weekly

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. LAW OF NON-SMOKING

All rental promise are Non-Smoking buildings and smoking inside, on a balcony or within 9 meters of any entrance to the premises is against the conditions of the lease and the landlord has the right to give a Notice of Termination if the tenant smokes.

7. PET POLICY

To reduce the risk of damage to the property if pets allow by Landlord, management office also place special restrictions on the pets considered for a rental premise. If pets on the premises are dangerous, cause allergic reactions or cause problems for other tenants or the landlord, the landlord has the right to file a Notice of Termination. Decide if pets will be allowed, even on a temporary basis have to notice the management office and have the pet agreement signed by all roommates.

8. ADDITIONAL 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.

- **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.

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

9. 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.

- It is understood between and amongst the undersigned that each is responsible for his/her portion of the rent as per section 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).
- 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:

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

As a unit, we recognize that we have common interests and are interdependent for the fulfillment of certain needs arising from close proximity and the interactions that will occur on a regular basis. We take responsibility in defining and meeting expectations that respect all individuals in this community. We also acknowledge that this agreement may be changed at a later date by the current unit members or when new roommates arrive.

Dated this _____, _____, _20_____ at Windsor, Ontario.

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

Tenant/Roommate #1 _____

Tenant/Roommate #2 _____

Tenant/Roommate #3 _____

Tenant/Roommate #4 _____

Tenant/Roommate #5 _____

Tenant/Roommate #6 _____