

# ROOMMATE AGREEMENT - CO-TENANTS

Address of Home:

Name of Landlord:

Names of Roommates on the Residential Tenancy Agreement:

1.	2.
3.	4.

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. Tenants and Roommates will do nothing that contravenes the Residential Tenancy Act or the Residential Tenancy Agreement.

## Existing Residential Tenancy Agreement

1. The Roommates above have signed a Residential Tenancy Agreement with \_\_\_\_\_ (the Landlord(s) for the unit on the \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year. This is a fixed term/month-to-month (delete as applicable) Residential Tenancy Agreement. If fixed term it ends on the \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year. If month-to-month it continues until legally ended by one roommate ("Roommate"), Roommates or Landlord(s).
2. Roommates are jointly and severally liable for all duties and obligations as a tenant except where this contravenes the Residential Tenancy Agreement.

## Rent

1. Roommates will pay the rent to the Landlord as agreed in the Residential Tenancy Agreement.
2. If a Roommate's failure to pay results in late fees or costs, the Roommate who failed to pay is liable for these costs. Remaining Roommates may pay that person's share and may recover such payment(s) as damages for breach of this contract.
3. Failure to pay rent can lead to eviction.

## Security Deposit

4. The security deposit will be paid according to the Residential Tenancy Agreement.
5. 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, if there is no new Roommate, whichever is earlier. Remaining Roommates are not obligated to recover the security deposit if the Landlord(s) fail to return it.

## Damage

- Individual Roommates are liable for their own damages and those caused by their guests. If a cause cannot be determined, the damages will be split equally between Roommates.

## Utilities

- Utilities 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 and may recover such payment(s) as damages for breach of this contract. The Roommate who didn't pay will reimburse the other Roommates within 10 days.
- Failure to pay utilities can lead to eviction.
- Copies of the utility bills will be available for Roommates and kept in a safe place.

## House Rules

- Breaches of house rules will result in a written warning. Another breach of the same house rule may result in an eviction.
- Smoking is/is not (delete as applicable) permitted inside/outside (delete as applicable) the property. Smoking materials will be disposed of safely.
- Drinking alcohol is/is not (delete as applicable) permitted. With the following restrictions:

- Quiet hours are for sleeping, studying and other purposes between the hours of \_\_\_\_\_ and \_\_\_\_\_ on these days \_\_\_\_\_. At all times other than quiet hours, Roommates must behave in a manner consistent with other Roommates' right to quiet enjoyment.

## Terminating the Tenancy

- The terminating Roommate will give notice as described in the Residential Tenancy Agreement and according to 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.
- The vacating Roommate will provide a forwarding address in writing to the remaining Roommates and the Landlord(s).

19. There is an attached Addendum of  pages.

*If a Roommate (the "Defaulting Roommate") causes another Roommate to incur additional costs or suffer loss or damage by reason of breaching this Agreement, including without limiting the generality of the foregoing, by failing to pay Rent when due, failing to pay his/her share of utilities or other services to the premises that the Roommates are obligate to pay, or doing or failing to do anything that causes the Landlord to terminate the tenancy or lawfully retain any part of the security deposit, the Defaulting Roommate shall promptly reimburse the other Roommate(s) for such costs, loss or damage.*

We the undersigned hereby indicate that:

- We have read this agreement,
- We understand its contents,
- We agree to be bound by its terms and conditions.

The following Roommates ("Roommates") have signed this Roommate Agreement ("Agreement") on the

\_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year.

Roommate 1: \_\_\_\_\_

Roommate 2: \_\_\_\_\_

Roommate 3: \_\_\_\_\_

Roommate 4: \_\_\_\_\_