

ROOMMATE AGREEMENT - OCCUPANTS AND TENANTS IN COMMON

Address of Home:

Name of Landlord:

Name of renter on the Residential Tenancy Agreement (hereafter known as "Tenant"):

Name of renters not on the Residential Tenancy Agreement (hereafter known as "Roommate"):

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.

Residential Tenancy Agreement

1. The above Tenant has signed a Residential Tenancy Agreement with _____ the Landlord(s) for the unit. 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 Tenant or Landlord(s).
2. Roommates have a licence to occupy.

Rent

3. Roommates will pay the rent to the Tenant as agreed in the Addendum.
4. 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, but are not obligated to, pay that person's share and may recover such payment(s) as damages for breach of this contract.
5. Failure to pay rent can lead to eviction.

Security Deposit

6. The security deposit will be paid to the Tenant according to the Addendum.
7. 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 Tenant, 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 and Tenant.

Utilities

- Utilities not included in rent are to be shared equally between Roommates and Tenant.
- If one Roommate fails to pay their share of the utilities the other Roommates may, but are not obligated to, 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 one calendar month's notice in writing to the Tenant.
- If a Roommate leaves without proper notice, that Roommate is responsible for the costs to re-rent the space or for the full rent for one calendar month.
- The vacating Roommate will provide a forwarding address in writing to the Tenant.
- There is an attached Addendum of pages

If a Roommate (the "Defaulting Roommate") causes another Roommate or Tenant 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) and/or Tenant 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 Roommate(s) and Tenant have signed this Roommate Agreement on the

_____ day of _____ month _____ year.

Tenant: _____

Roommate 1: _____

Roommate 2: _____

Roommate 3: _____

Roommate 4: _____