

ROOMMATE AGREEMENT

Template for Roommate Agreement Provided by the Tenant Resource and Advisory Centre ("TRAC")

This Roommate Agreement Template is meant to get you and your prospective roommate(s) to think about what rules you want to agree to before moving into a rental unit together. It can be used when two or more roommates are considering starting a tenancy together where some or all of the roommates will be named on the tenancy agreement, or when tenants who are already living in a rental unit are considering having a roommate move in to live with them.

Negotiating a roommate agreement may not be your highest priority when starting out in a new place, or when adding a new roommate, but even the best of friends can find their relationship strained after several months of sharing an apartment or house. Having a well thought out agreement in place beforehand can help you to have more certainty in your living arrangement and protect your relationships with your roommates.

It is important that an agreement only be completed and signed after an honest discussion about issues and personal habits, and after every party to the agreement has had ample time to consider the terms they are agreeing to. The following are concerns that should be discussed. **Please note that there may be other concerns that are not mentioned in this template, which could be important to your specific roommate relationship.** We encourage you to visit our website at <http://www.tenants.bc.ca> to inform yourself about tenants' rights and obligations in BC before discussing and agreeing to terms with any roommates.

The information contained in or referred to by this Template is for informational purposes only. TRAC cannot act as your lawyer, and its staff members are not necessarily lawyers. TRAC makes no representations, expressed or implied, that the information contained in or referenced by this Template can or will be used or interpreted in any particular way by any governmental agency or court. As legal advice must be tailored to the specific circumstances of each case, and laws are constantly changing, nothing provided herein should be used as a substitute for the advice of competent counsel.

For clarity, this agreement will use the term “**tenant**” to refer to parties who live in the premises and who are **tenants under the *Residential Tenancy Act***, and will use the term “**occupant**” to refer to parties who live in the premises and **are not tenants under the *Residential Tenancy Act***. The term “**roommate**” will refer to any person who lives in the premises, including both tenants and occupants. **Only tenants** are guaranteed rights under the *Residential Tenancy Act*.

It is important for everyone to know whether they are an occupant or a tenant, as they have different legal rights and obligations. Depending on the specific make-up of any tenancy agreement, it may not always be clear whether a party is a tenant or an occupant. **Generally, if a person is named on the tenancy agreement, they are a tenant.** If a person is **not named** on the tenancy agreement, they **may be only an occupant**, but whether a roommate is a tenant or an occupant depends on a number of different factors, which may change during the life of a tenancy. Ultimately, whether a party is a tenant or an occupant is a legal question that can only be determined by a Residential Tenancy Branch arbitrator in Dispute Resolution.

If you are confused about whether you are a tenant or an occupant, or whether another party is a tenant or a landlord, we encourage you to seek independent legal advice. We further suggest seeking independent legal advice on the terms of any agreement that you enter into. Agreeing to the following terms and breaching them could lead to being evicted or other legal consequences.

Legal disputes between parties in a landlord-tenant relationship (such as a landlord & their tenant, or a tenant & their subtenant) are governed by the *Residential Tenancy Act* and are adjudicated by the Residential Tenancy Branch through their Dispute Resolution process. Parties can apply online for Dispute Resolution at the Residential Tenancy Branch website, or in person at a Residential Tenancy Branch or Service BC office.

Legal disputes between roommates who are not in a landlord-tenant relationship (such as a tenant & an occupant, or between two occupants) do not fall into the jurisdiction of the Residential Tenancy Branch and are governed by the relevant principles of common law. For these parties, claims less than \$5000 can be filed with the Civil Resolution Tribunal, claims between \$5000 and \$35,000 can be filed in Small Claims Court, and claims over \$35,000 can be filed in BC Supreme Court.

If you are considering taking legal action related to this agreement, you should consider seeking independent legal advice.

THIS AGREEMENT IS ENTERED INTO BY:	

We the roommates of _____ agree that this document represents a binding agreement between us with respect to our tenancy beginning on _____, 20____.

We further agree that if this agreement conflicts with any of our rights and obligations under the Tenancy Agreement dated _____, with respect to the above rental unit or with the provisions of any applicable laws, the said Tenancy Agreement and the applicable law(s) will prevail in all respects.

IF THIS AGREEMENT IS BEING DRAFTED AND SIGNED BEFORE THE BEGINNING OF A TENANCY, it is very important to consider who will have their name on the tenancy agreement. Anyone named on the tenancy agreement is a tenant under the *Residential Tenancy Act*; roommates who are not named on the tenancy agreement are generally only occupants. Tenants have rights against and obligations to the landlord that occupants do not have. For example, only tenants have the right to file against a landlord for Dispute Resolution if there is an issue with the tenancy, but tenants are the only ones directly responsible under the *Act* for paying rent to the landlord. Remember that a landlord can choose which roommates, or how many roommates, will be listed on the tenancy agreement. A landlord can choose to not enter into a tenancy if they want different parties to be named as tenants on the agreement.

IF THIS AGREEMENT IS BEING DRAFTED AND SIGNED AFTER THE BEGINNING OF A TENANCY, it is important to consider whether you want to ask the landlord to add new parties to the tenancy agreement. Incoming parties can become tenants under the tenancy agreement only by consent of both the landlord and of the existing tenant(s).

1) **PRIMARY CONTACTS** – The landlord's contact information is:

Address: _____ _____ _____ _____	Phone: (____) ____ - _____
	Emergency Phone: (____) ____ - _____
	Email: _____@_____

The roommate(s) who will be the primary contact for the landlord on behalf of the other roommates will be:

All roommates agree to promptly inform all other roommates of any communication from the landlord.

2) **RENT & SECURITY DEPOSIT** – Money can be the single biggest issue to cause friction between roommates. It is important to ensure what amount is being paid and by whom. For example, how much does each person pay? Also, does each roommate pay her/his share to the landlord or does each roommate send money to a designated roommate who then pays the landlord the total? (Note that if roommates who believe they are occupants under the agreement pay their rent directly to the landlord, this may suggest that they are tenants). If the living situation changes in the future, what rules must be followed to change who owes what rent, or how it is paid?

It is important to set out the rules for security deposits as well. If you are signing this agreement before the start of a tenancy, you should consider: who will be responsible for paying the security deposit? How will it be returned to each person at the end of a tenancy? What happens if one roommate leaves, and another joins? If you are signing this agreement after a tenancy has already begun, will the new roommate need to pay a security deposit to the head tenant? If so, what will the rules be for the return of that deposit? Regardless of what you decide, it is generally a good idea to keep a written record of who has paid what amount towards the security deposit. You may wish to attach such a written record to this agreement.

We agree that our rent obligations will be apportioned as follows:

We agree that the security deposit obligations will be as follows:

3) **OTHER CHARGES** - It is important to know exactly what costs are shared when living together. Internet, food, cleaning supplies, etc., are important issues to decide. It is also necessary to have a system in place when payment is made or required. For example, if the internet is in the name of one roommate and the other roommate(s) are required to share costs, is the payment by the other roommate(s) due when the bill is received or the deadline on the bill? Remember, if the payment by the roommate(s) is due when the deadline for the bill is, the roommate who actually pays the bill could have a cash flow problem. It is recommended that agreement be reached that payment is due a certain number of days after the bill is received or a certain number of days before the deadline on the bill.

We agree to divide the household costs in the following ways:

It is further agreed that if any one roommate is paying a bill for which responsibility is shared, all other roommates will pay their portion at least _____ days before the payment due date of each invoice.

4) **PRIVATE AND SHARED SPACES** - If rooms in a rental unit are identical, choosing one may not be a concern. But if one room is larger than others, or has a better view, etc., it is important to clearly indicate who is entitled to what private space. Determining who gets what private space can be as complicated as negotiating a different rent for each room or as easy as a coin flip to determine who gets a particular room. It is also important to consider which spaces will be treated as private spaces for individual roommates, and which areas will be considered shared, as well as what rules everyone will follow regarding accessing roommates' private spaces.

We agree that the following persons shall occupy the following bedrooms during our tenancy:

--

We agree to the following rules about accessing roommates' private spaces:

--

5) **HOUSEHOLD OBLIGATIONS** - Chores can often be mundane or easy depending upon individual needs, likes and abilities. Whether it is washing dishes, cooking or cleaning the bathroom, it is a good idea to decide how these necessary tasks will be divided. Sometimes it is beneficial to set up a schedule and/or alternate duties on a weekly or monthly basis.

We agree to share the following household responsibilities in the following manner:

If any disputes arise about these household responsibilities, they will be resolved in the following way:

Consider whether there will need to be a new roommate agreement written out for all roommates to re-sign, or whether the new roommate will just sign on to the original agreement. If the latter, consider what changes need to be made to the different sections of the tenancy agreement (e.g. adding their name to different sections, clearly indicating what obligations they are going to be taking over). If the former, remember that the original roommates are not obligated to sign a new agreement if they do not want to, and that the original agreement may persist unless there is an agreement to end it.

We agree that subletting of the premises will be arranged in the following way:

We agree that new roommates will be added in the following way when they are replacing an existing roommate:

8) **NOISE** - Early morning or late night noise can have a significant effect on a living arrangement between roommates. It is important to think about what restrictions on noise make sense for your living arrangement, and to check your municipal noise bylaws to ensure no roommates are putting the tenancy at risk by violating them.

We agree that "quiet time" will be from _____ pm until _____ am during the week, and from _____ pm until _____ am on weekends and holidays.

With regard to noise it is further agreed that:

9) **GUESTS** - Possible guests can include mutual friends, visitors, overnight guests, partners, and even parents. You should think about whether there should be any reasonable restrictions on how often roommates can have guests over, whether there should be special rules for overnight guests, if there should be rules about guests' conduct when they are visiting, and similar issues.

We agree that the following applies to guests:

10) **STUDYING ARRANGEMENTS** - There may be times when you might want to restrict visitors to keep from distracting roommates who are studying, or times when two roommates prefer using the same area to study. Consider agreeing to rules about what should happen in these situations.

We agree that the following rules will apply to enable each of us to study at reasonable times and for reasonable periods:

11) **PERSONAL ITEMS** - You should think about what rules should be in place regarding roommates' personal belongings, both within their own private spaces and in shared common spaces in the rental unit. For example, bedroom vs common area (kitchen bathroom, living room, etc.), furniture or bathroom items or 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.

Regarding furniture in common areas, we agree that:

Regarding personal items in bedrooms, we agree that:

Regarding personal items in common areas such as bathroom, kitchen and fridge, we agree that:

12) **SMOKING** - If smoking is permitted by the tenancy agreement, decide if roommates can smoke and if so, where. Think about rules both for cigarettes/tobacco, as well as others like vapes, marijuana, etc. Also consider rules for guests.

We agree to the following rules regarding the smoking of different substances on and around the premises:

13) **LEAVING MESSAGES** - It is always important to have good communication between roommates. Designate an area (e.g. fridge door) to leave messages for each other, and to leave messages from the landlord.

We agree that any messages for other roommates will:

14) **PETS** - If pets are permitted by the Tenancy Agreement, decide if pets will be allowed, even on a temporary basis. Decide whether visitors can bring pets on to the property or into the building. Tenants, under the *Act*, have the right to determine the rules in the rental unit about pets, within what is allowed by the tenancy agreement. Be sure to determine in advance if any roommates have allergies to animals.

We agree to the following rules about pets:

15) **ROOMMATES MOVING OUT** – It is important to have rules for how a roommate can end their tenancy. Tenants under the *Residential Tenancy Act* must follow the rules of the *Act* when ending their tenancy.

A tenant who has their **own, separate tenancy agreement** with the landlord can give one month notice to end their tenancy, and it should not affect the tenancy of other tenants, but may end the tenancy for occupant roommates who are living in the unit under that particular tenancy.

When a tenant who **shares a single tenancy agreement** with other roommates gives notice, this ends the tenancy agreement for everyone who is named on that agreement, including both tenant and occupant roommates. **Per the *Residential Tenancy Act*, any remaining tenant(s) will be responsible to the landlord for any shortfall in the rent they are obligated to pay under their tenancy agreement.** If a tenancy ends, but tenants and/or occupants under that tenancy continue to stay and pay rent to the landlord, this may create a new tenancy.

If an occupant wants to leave the rental arrangement, the *Residential Tenancy Act's* rules for how they must do so do not apply. How a non-tenant roommate can leave is determined by what is agreed to in this document, as well as by principles of the common law of contract. These include the principle of reasonable notice, which states that a person who wants to terminate a contract must give the other parties to the contract a period of reasonable notice before ending the contract. The amount of notice that will be considered “reasonable” will depend on the circumstances, as well as on the notice period the parties agree to beforehand.

If issues arise regarding the end of a tenancy, **it is important to seek timely independent legal advice.**

Consider whether you want to agree on how much notice a roommate should have to give before moving out, what they should do before moving out (e.g. clean their room, help find a replacement if asked), etc.

Consider also what obligations roommates who **are** tenants have when they want to end their tenancy (e.g. should they ask the landlord to sign a new tenancy agreement with the continuing roommates? How much notice should they give other roommates of their intention to move out? What happens if they don't give enough notice to other roommates? etc.)

Consider what consequences there will be for roommates, either occupants or tenants, if they breach the obligations they agree to be bound by.

We agree that tenants and roommates who wish to move out and terminate their agreements must follow the following rules:

We agree that occupants who move out in violation of the above rules will be responsible to other roommates in the following ways:

We agree that tenants who move out in violation of the above rules will be responsible to other roommates in the following ways:

16) **REMOVING A ROOMMATE** – Consider agreeing to rules for how the tenant(s) and other roommates can evict an occupant. **If a roommate is a tenant and therefore covered under the Act, they cannot be evicted by anyone except the landlord.** Any roommate who is named as a tenant in the tenancy agreement is presumptively a tenant with rights and obligations under the Act; whether any roommate is a tenant or not is ultimately a legal determination that can only be made by a Residential Tenancy Branch arbitrator who will weigh the factors in favour and against such a finding.

Consider what reasons other roommates must give before they can ask another occupant-roommate to move out, what steps they should have to take before they can do that (e.g. written warnings and time to correct their behaviour), what compensation and time allowances should be given to the roommate who is asked to move out, etc. The common law of contract requires that a party ending a contract give the other side reasonable notice before ending the contract – consider whether you want to agree together on what constitutes “reasonable notice” in this roommate arrangement.

Before evicting any occupants, the following steps to resolve any issues must be taken first:

We agree that occupants can have their agreements ended and be evicted according to the following rules:

17) **END OF TENANCY** - It is important to know what will happen at the end of a tenancy agreement. It is a good idea for all parties to have a discussion at least a few months before the tenancy is scheduled or planned to end as to what is going to happen. If one roommate is going to leave early or one wants to leave, but a new person wants to move in under the same tenancy agreement, then Section 7 - Subletting will apply.

It is important to understand that each tenant on a tenancy agreement is 100% responsible for anything to do with the tenancy. This also means that any one tenant on the tenancy agreement could end the tenancy by giving the landlord written notice. When a tenancy does end, tenants have responsibilities during the move out phase, such as packing and cleaning. It is important to consider whether you want to agree to specific breakdowns of responsibilities in this agreement. Another very important responsibility is the handling of security and pet deposits. The landlord is responsible for paying back the security deposit and pet deposit to the tenants who are on the tenancy agreement, but if there are additional roommates who have paid money towards it, they are generally not required to pay back every person's share directly to them, and often pay the entire deposit to one tenant. Because of this, there should be clear rules about how the deposit(s) are to be returned between roommates.

If the tenancy agreement is a month to month agreement, and tenants wish to end the tenancy, they must give the landlord at least one clear calendar month's notice to do so. Under the *Residential Tenancy Act*, any tenant who gives notice in this way will end the tenancy for all other tenants and roommates who live under this tenancy agreement. Consider whether you want to agree that, if a roommate gives notice to end the tenancy without the agreement of all roommates that roommate will be liable to the other roommates in some way.

If the tenancy agreement is a fixed term agreement, the fixed term ends on a specified date. However, the tenancy will then either revert to a month to month tenancy (unless tenants give at least one month's notice in writing to the landlord to end the tenancy on the last day of the fixed term), or, if there is a valid vacate clause, the tenant will be required to leave the rental unit. The *Residential Tenancy Regulations* define the situations where a vacate clause is allowed to be used: as of April 2019, the only two circumstances where a landlord may use a vacate clause are where the tenancy is a sublease, or where the landlord intends for themselves or a close family member to move into the unit at the end of the fixed term.

Consider discussing together before the end of the fixed term whether you want the tenancy to continue, want to negotiate a new fixed term, or will all vacate at the end of the fixed term. It is important to inform the landlord of your decision on a timely basis.

We agree to the following additional terms that deal with our responsibilities when the tenancy ends:

We agree that a roommate who do not satisfy the above responsibilities at the end of the tenancy will be liable to other roommates in the following way(s):

16) **OTHER** – If you wish to agree to other terms as part of the agreement, you can do so in the space below. It is important to remember that courts and tribunals in BC will not enforce terms that are unconscionable, grossly unfair, or illegal. You can write your own terms, numbering them beginning at 17, and attach them to this agreement. It is important that everyone who signs this agreement also initial each page of the addendum.

It is also a good idea to specify how other unresolved issues that do not fall into the above categories will be discussed and negotiated. You may want to specify a neutral third-party who can be an arbitrator or mediator, or set out rules, procedures, or principles for how disputes will be resolved. You may also want to consider “ordering” different dispute resolution methods, so that if one does not work, roommates can try a different approach.

There are _____ additional terms of this agreement on _____ pages that we have agreed to, which are attached to this agreement.

We agree to the following that other disputes not covered by this agreement will be resolved in the following way(s):

--

Each of us has received a copy of and read our Tenancy Agreement. **(Note that your landlord is required by law to provide each tenant with a copy of the Tenancy Agreement.)**

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

Tenant/Roommate Name _____ signature Date: _____

Tenant/Roommate Name _____ signature Date: _____