

## ROOMMATES

These days it is quite common for people to share an apartment either for personal or financial reasons. Regardless of the reason, you need to set up some guidelines and follow them fairly strictly. If not, roommate situations can frequently cause you problems later on when they have a "falling out" etc.

**ROOMMATE APPLICATIONS;** Always take an application on each "roommate" and run a screening on each one individually. Keep in mind that you could end up with just one of them in the unit, so you want to make sure that they each qualify individually.

Regardless of how many of them end up sharing a rental unit or how they divide up the rent between themselves - each ONE is liable for the rent to you in its entirety - not just their portion. You need to make sure they understand this at the beginning of the relationship.

**RENT:** If one of them becomes delinquent on their portion of the rent, you would still need to look to ALL of them for the balance due and owing, not just the one who has fallen behind.

**NOTICES:** If you have to issue any type of notice, for whatever reason, always make the notice out to all of the roommates - not just the one who you feel is causing the problem.

**REMOVAL OF A ROOMMATE:** If they have a falling out and one of them comes to you to ask you to remove the "other one" - you cannot do this. That would be strictly between themselves. However, if one of them elects to leave and it is a "month-to-month" tenancy and not a lease, then that roommate/tenant can leave by giving you a legal notice that they are terminating their tenancy. Under these circumstances you would remove their name from the rental and your file and any future notices would not include them. We also recommend that you get them to sign a termination notice similar to the one attached. However, if it was a lease then they cannot remove themselves from the lease unless everyone concerned is agreeable to do so. By "everyone" we mean both the landlord and the tenants - including any and all other roommate/tenants on the lease. If this is the case, then remove their name by everyone initialing and dating the name that has been struck off, and again get them to sign a termination notice.

**ADDING A ROOMMATE:** During the term of the original rental agreement or lease, if the original tenant(s) want to bring in a new/additional roommate they would first of all have to be approved and then added to the agreement - again by either writing up a new agreement or adding the name and having everyone initial and date the new name.

**SECURITY DEPOSITS:** Because you can often have several different people acting as roommates to the original tenants during the term of the tenancy you should get some sort of agreement written up in regards to the security deposit and how it is to be handled at the end of the tenancy.

One way is to do a walk through and a new agreement every time there is a change in the tenants. Or, you can use a form similar to the format attached. If not - then we recommend that without any prior authority from former "roommates" as to the disposition of the deposit - make it out to all the roommates - send it to one, with copies to the others and then they can decide what happens to the refund. Same way with the accounting. If you have no prior instructions, send the accounting out to all the roommates, past and present, to avoid having one of them come back on you for not getting the accounting out on the deposit within the required 14 day time frame.

Courtesy L/T Services, Inc.  
241-1550/1-800-241-1550

ROOMMATE SECURITY DEPOSIT ADDENDUM

The following is an addendum to the Security Deposit agreement set out in the attached rental agreement/lease, to which this becomes Exhibit "A" and is incorporated into the original document.

The security deposit is a deposit to secure the terms and conditions of the rental agreement and stays with the rental unit until the last individual on this agreement vacates the premises.

The following marked instructions are to the management in regard to dispositions of the deposit in regard to the final accounting and any refund that may be forthcoming.

[ ] The deposit accounting and any refund is to be equally divided between the undersigned tenants. Initials: \_\_\_\_\_

[ ] The deposit accounting and any refund if to be given to the last individual on this rental agreement/lease still residing in the unit at the termination of this rental agreement/lease. In the event there is more than one of the undersigned individuals residing in the unit at the termination of the tenancy, then the accounting and refund, if any, shall be equally divided between those remaining individuals. Initials: \_\_\_\_\_

[ ] The security deposit was paid by: \_\_\_\_\_, the accounting and any refund should be sent directly to this individual at the termination of the rental agreement/lease, regardless of who is residing in the unit at the time the rental agreement/lease and tenancy is terminated. Initials: \_\_\_\_\_

Dated at: \_\_\_\_\_ on: \_\_\_\_\_  
(City) (Date)

\_\_\_\_\_  
(Tenant) (Tenant)

\_\_\_\_\_  
(Tenant) (Tenant)

\_\_\_\_\_  
(Tenant)

ROOMMATE NOTICE OF TERMINATING TENANCY.

This is my written notice that I wish to terminate my tenancy of:

\_\_\_\_\_

(Address)

to be effective: \_\_\_\_\_

(Date)

I agree to have vacated the premises by that date, together with all my personal property. Any personal property left in the rental unit after that date will become the property of the remaining tenant(s) and I will make no claim to them.

In regard to the security deposit on the unit, I hereby agree that the deposit is for the unit during the full term of the tenancy of my roommates, and any additional tenants they may add to the rental agreement after I have terminated my tenancy, and I make no claim to any refund on the deposit nor any future accounting as to its disposition.

Dated at: \_\_\_\_\_ on: \_\_\_\_\_

(City)

(Date)

\_\_\_\_\_  
(Signature)

PLEASE PRINT NAME: \_\_\_\_\_

\*\*\* INFORMATION TO THE TENANT FROM THE MANAGEMENT.

If your tenancy is a month-to-month rental agreement then you are required to give at least 20 days notice prior to the end of a rental period.

If your tenancy is a lease then you cannot terminate your tenancy prior to the end of the lease without the written consent of the other tenants on the lease and also the management.

ROOMMATE NOTICE TO TERMINATE  
TENANCY OF ONE INDIVIDUAL