

Roommate Tenancy Contract

This agreement is provided for the mutual benefit of roommates.
The University assumes no responsibility.

This agreement made on _____ is a contract between

_____,

and _____, co-tenants

at _____ (address). We hope to make certain that all responsibilities of renting will be shared equally by all roommates. It is for this reason that we are signing this agreement. We understand that we are entering into a legally binding agreement with one another. We also understand that we as a group and I as an individual are responsible to our landlord, the utility companies, and each other.

Term or Period of Agreement

This agreement shall remain in effect from _____ to

_____.

Under a month-to-month tenancy, each roommate must give the other roommates thirty days ___ written or ___ oral notice in advance, if for any reason the roommate will be moving out before the date shown above. The roommate may leave and be free of any further financial obligations for the thirty-day notice period, if a substitute roommate is found and is acceptable by the remaining roommate and the owner.

Under a lease agreement, the departing roommate will be responsible until a replacement is found. The roommate who is leaving may still be obligated to the landlord by the terms of the signed lease. The landlord should be notified of any pending roommate switch, so that proper arrangements can be made for legal vacating of property.

Deposit

The roommates have paid a security deposit of _____. (List amount each roommate has paid.)

_____ Each roommate will receive his/her portion from the landlord at the end of the tenancy/or when the new roommate moves in and pays a deposit to replace the departing roommate's portion of the security deposit. Each roommate is responsible for charges associated with the damages he/she or his/her guests cause.

Rent

The total rent according to the terms of our lease agreement with our landlord for the dwelling is \$_____. Each roommate shall pay the following amount of rent: _____.

(Amounts may not be equal; list all rental rates.) If one room is bigger than the other: a) occupant of the larger room will pay higher rent according to the square footage of bedroom; b) roommate will switch rooms at end of semester and pay equal rent; or c) occupant of larger room pay equal rent with the consent of all roommates.

The rent shall be paid on the _____ day of each month. We understand that we as a group and I as an individual are responsible to our landlord for the total rent for the term of the agreement.

Utilities					
The following services have been arranged and paid for as follows:					
	Account in Name Of	Amount of Deposit	Deposit Paid By	How Shared	Roommate Responsible for Payment
Gas					
Water					
Electricity					
Telephone					
Garbage					
Newspaper					
Cable TV					
Other					

Each roommate has been assigned the responsibility for payment of a specific bill. This includes determining the amount owed by each roommate, collecting that amount, and seeing that payment is made before the due date.

or

The attached schedule has been developed to assign each roommate the month in which he/she will be responsible for the collecting and payment of all bills.

Household Supplies

A ledger will be kept of all supplies purchased by each roommate. The supplies include such things as paper towels, toilet paper, cleaning fluids, dish detergent, foil, plastic trash bags, scrub brushes, and any other goods needed for the dwelling that will be shared by all roommates. The purchases made by each roommate should be totaled and divided evenly to reimburse those who have purchased a higher amount of goods, so that the financial responsibility is shared by all tenants.

Kitchen Use and Clean-Up

Food expenses shall be shared evenly by all roommates. Preparation of meals shall be determined by an attached schedule which can be flexible.

or

Food is to be bought by each roommate. There is to be no borrowing of food without prior approval. A separate space will be designated for each person's groceries.

Each roommate agrees to do his/her own dishes and empty the trash as needed. A schedule of kitchen clean-up may be attached which should include cleaning the refrigerator, oven, and mopping the floors.

Pets

If pets are permitted under the lease, each pet owner shall be responsible for all damages caused by his/her pet. This includes damage to furniture, carpeting, doors, lawn, and garden.

OPTIONAL AREAS OF AGREEMENT (COMMON PROBLEM AREAS)

Personal Property

All roommates agree to refrain from borrowing roommate's personal goods, without prior approval. Exceptions to this should be clearly stated, with the roommates reserving the right to change their minds about the sharing of their items. If damage is done to personal property, the roommate responsible for the damage will be held liable.

Cleaning and Yard Work

All roommates agree to share the responsibilities of cleaning and maintenance of the premises. This includes dusting, vacuuming, emptying trash, mopping and waxing floors, cleaning bathrooms, and yard work.

The roommates have decided to develop a schedule that is attached, telling when each roommate will complete the above jobs.

or

The roommates will each work together one day a week to complete the above jobs.

Additional Terms of Agreement

In addition to the items mentioned above, the following items have been known to cause conflict between roommates. If you foresee any of these as a problem, write out any needed additional agreements and attach.

Use of tobacco, alcohol, and other drugs

Keys

Clean-up after parties

Parking

Quiet hours for studying and sleeping

Behavior of guests

Overnight guests for extended periods of time

Compliance with rules

Use of stereo and records of condominium/apartment

SIGNATURES OF ROOMMATES:

Substantially reprinted from Aztec Housing Guide 1986.
Housing and Residential Life Office, San Diego State
University, San Diego, CA.