

# Flat/house - sharing agreement

Flat/house sharing agreements between tenants and other flatmates are not covered under the Residential Tenancies Act 1986. Tenants and other flatmates will, however, find it useful to have a written agreement. The following is a sample of what could be included in an agreement.

This agreement is between the **Head Tenant** and **Flatmate**.

Head tenant details		Flatmate details	
Name:		Name:	
Address for service: (other than the flat)		Address for service: (other than the flat)	
Phone:		Phone:	
Email:		Email:	
Address of rental property			
Street:		Suburb:	
City:		Postcode:	
The flatmate and the head tenant agree to share premises on the following terms:			
<ol style="list-style-type: none"> <li>1. This agreement starts on the    /    /    and will continue on a weekly / fortnightly basis.</li> <li>2. The rent is \$ .....per week / fortnight and is to be paid weekly / fortnightly in advance by the flatmate to the head tenant / landlord.</li> <li>3. A bond of \$.....is payable to the head tenant. A written receipt will be given to the flatmate.</li> <li>4. The flatmate cannot assign the right to live in the flat.</li> <li>5. If the head tenant receives notice from the landlord, the head tenant will give a copy of the notice to the flatmate immediately.</li> <li>6. This agreement can be terminated by 14 days' notice given by either party in writing.</li> <li>7. The flatmate shall not keep any pets on the premises without the head tenant's permission.</li> <li>8. The flatmate must pay ..... percent of the cost of food, electricity, gas, water and telephone rental each week or as the bills are received.</li> <li>9. The flatmate must pay any telephone toll charges incurred by the flatmate when asked to by the head tenant.</li> <li>10. The flatmate must not remove any chattels or fixtures from the premises that do not belong to the flatmate.</li> <li>11. At the end of this agreement, the head tenant will return the bond to the flatmate immediately. The head tenant can deduct from the bond any cost which is outstanding and is the responsibility of the flatmate.</li> <li>12. In the event of any dispute, the parties agree that the dispute will be determined by the Disputes Tribunal.</li> </ol>			
Signature			
Signed by: .....		Date signed:        /        /	
<b>Head Tenant</b>			
Signed by: .....		Date signed:        /        /	
<b>Flatmate</b>			