

Sample Roommate Agreement for Alberta Renters

Why do you need a written Roommate Agreement?

A written agreement helps you avoid having problems with your Roommates. Usually when you rent an apartment or house, there will be a written lease between the Landlord and the Roommates, but that lease does not explain how the Roommates are going to live together. A Roommate Agreement states how the Roommates will share the responsibilities of renting. For example, if you and your Roommate(s) have a lease with your Landlord, that lease will tell you the total amount of rent that is owed to your Landlord. Your Roommate Agreement should then state how much of the rent each Roommate is responsible for paying, how the rent will be paid to the Landlord, and who will pay the Landlord.

Also, Alberta's *Residential Tenancies Act* sets out the responsibilities and duties that a Landlord has to the tenant(s), and the tenants have to the Landlord. The legislation does not directly address the Roommate relationship and what duties and responsibilities the Roommates have to each other.

What should a Roommate Agreement say?

The attached sample Roommate Agreement contains examples of the types of things that can be covered by a Roommate Agreement. The sample contains some terms that may not apply in certain situations. A Roommate Agreement should be adapted to fit the particular arrangements that the Roommates come up with, so additional terms should be added as needed.

If you live with your Landlord, the *Residential Tenancies Act* does not apply to your living situation, so a written agreement is your best protection. The sample Roommate Agreement will give you a general idea of the terms that are important to include in your own written agreement with the person you are renting space from.

Disclaimer

The sample Roommate Agreement is provided for information purposes only and nothing in the Roommate Agreement constitutes legal advice. The contents are provided as an information service and should not be relied upon for legal decision-making. The use of the sample Roommate Agreement in no way creates a type of agreement or contract with the author(s). The sample Roommate Agreement was developed in Alberta, Canada and incorporates the laws of Alberta. The laws in your jurisdiction may be different. You should contact a lawyer if you have any questions regarding landlord and tenant law in your jurisdiction and if you need legal advice.

Sample Roommate Agreement*

This Roommate Agreement (“Agreement”) is effective on _____ .

This Agreement is made between the following persons:

– and –

– and –

– and –

– and –

(hereinafter collectively referred to as the “Roommates”)

IT IS UNDERSTOOD THAT:

- A. The Roommates have entered into this Agreement to live together in the following place:
_____ (the “Home”);
- B. The Landlord of the Home is _____ (the “Landlord”)
whose contact information is as follows:
Address: _____
Phone Number: _____
- C. In order to maintain a healthy and harmonious living environment, each Roommate should respect the other’s personal habits and preferences and carry out their respective responsibilities contained in this Agreement in a timely manner;
- D. This Agreement represents a binding agreement with respect to the Roommates living arrangements in the Home; and
- E. If this Agreement conflicts with any of the Roommates’ rights and obligations under the *Alberta Residential Tenancies Act*, S.A. 2004, c. R-17.1 (the “Act”), the Act will prevail.

* The sample Roommate Agreement is provided for information purposes only and nothing in the Roommate Agreement constitutes legal advice. The contents are provided as an information service and should not be relied upon for legal decision-making. The use of the sample Roommate Agreement in no way creates a type of agreement or contract with the author(s). The sample Roommate Agreement was developed in Alberta, Canada. The sample Roommate Agreement incorporates the laws of Alberta. The laws in your jurisdiction may be different. You should contact a lawyer if you have any questions regarding landlord and tenant law in your jurisdiction and to receive legal

THE ROOMMATES AGREE AS FOLLOWS:

1. Term of Agreement

The terms of this Agreement will remain in effect from _____ until _____.

2. Security Deposit

NOTE: For the following section, use the clause that fits with the arrangement that you have with your Roommates and with your Landlord. Please note that a Landlord is not obligated to return any portion of the security deposit prior to the lease ending. When the lease ends, the Landlord will return the available security deposit to the person(s) whose name appears on the lease. This Landlord obligation to pay to the named tenants may have unexpected consequences if one Roommate moves out of the Home, but does not remove him- or herself from the lease.

OPTION: If every individual Roommate paid his or her share of the security deposit to the Landlord directly: The security deposit paid to the Landlord for the Home was \$ _____. The following money was paid to the Landlord by the following persons for the security deposit: a. _____ paid a security deposit of \$ _____; b. _____ paid a security deposit of \$ _____; c. _____ paid a security deposit of \$ _____; d. _____ paid a security deposit of \$ _____.

OR

OPTION: If one Roommate collected the money for the security deposit from all of the Roommates and then paid the total security deposit amount to the Landlord: The security deposit paid to the Landlord for the Home was \$ _____ paid by _____. The following money was paid to _____ by the following persons for the security deposit: a. _____ paid a security deposit of \$ _____; b. _____ paid a security deposit of \$ _____; c. _____ paid a security deposit of \$ _____; d. _____ paid a security deposit of \$ _____.

3. Damage

Each Roommate is responsible for the damages he or she, or his or her guests, cause. If the cause cannot be determined, then the costs for repairs will be split equally amongst all Roommates.

4. Rent

A. Share of Rent

Each Roommate shall pay his or her share of the rent as follows:

- a. _____ shall pay \$ _____ ;
- b. _____ shall pay \$ _____ ;
- c. _____ shall pay \$ _____ ;
- d. _____ shall pay \$ _____ .

B. Method of Payment of Rent

■ *Note: Use the clause that fits with the arrangement that you have with your Roommates and Landlord.*

OPTION

If the full rent is being paid to the Landlord by a single cheque or money order:

The Roommates must pay his or her share of the rent to _____ (“Rent Collector”), who will then be responsible for making full payment to the Landlord.

Each Roommate shall deliver his or her portion of the rent to the Rent Collector by personal cheque, money order, cash, or any other agreed upon method, at least _____ days before the rent is due.

The Rent Collector shall pay the rent to the Landlord in a manner that will provide him or her with proof of payment. The Rent Collector shall keep a copy of this proof of payment and shall provide the proof of payment to any Roommate or the Landlord upon request.

OR

OPTION

If each Roommate is paying his or her portion of the rent to the Landlord directly:

Each Roommate is responsible to pay his or her share of the rent to the Landlord on time.

Each Roommate shall pay his or her rent in a manner that will provide him or her with proof of payment and each Roommate shall keep a copy of this proof of payment and shall provide this proof of payment to any other Roommate or the Landlord upon request.

C. Damages and Late Fees

Each Roommate is liable for any damages resulting from his or her failure to pay rent. Damages include, but are not limited to, late fees, interest, and Court costs. For further clarity, if a Roommate’s payment of his or her share of the rent is made by personal cheque and the cheque is unable to be processed because of insufficient funds or any other reason, that Roommate will be responsible for all fees arising from that bounced cheque, including any bank fees or fees imposed by the Landlord.

If the Roommates are evicted because of the failure of one or more Roommates to pay the rent, the non-paying Roommate(s) shall be liable for damages for any moving expenses of the paying Roommates. The non-paying Roommates shall also be responsible for the rent of the Home for the remainder of the term of this Agreement and shall also be responsible to pay for any penalty imposed by the Landlord, including any penalty for breaking the lease.

D. Duration of Responsibility

If a Roommate moves out of the Home, he or she shall continue to pay his or her share of the rent until the lease expires or until he or she is released in writing by all of the other Roommates from the responsibility to pay his or her share of the rent.

5. Other Costs

The Roommates agree to pay other agreed upon costs as follows:

Type of Expense	Name on Account	Deposit Amount	Deposit Paid By	How Cost is Shared Between Roommates (% or Amount)	Roommate Responsible for Payment
Heat					
Water					
Electricity					
Telephone					
Television					
Internet					
Garbage					
Parking					
Other					

6. Household Supplies

The Roommates will keep an accurate ledger for all household supplies used communally by the Roommates. This includes supplies such as toilet paper, detergents, cleaning supplies and paper towels. The cost of these supplies will be shared equally by all Roommates.

■ *NOTE: In the space above, you may want to include particulars of how the cost will be shared and insert timelines for payment. If the ledger is kept monthly, then you may want a clause to the effect of "The ledger shall be tallied on the last day of each month. If a Roommate owes any other Roommate(s) money for the expense of household supplies, then that Roommate must pay his or her portion of the expense to the other Roommate(s) within 10 days." For example, if during one month, Roommate "A" bought paper towels and Roommate "B" did not purchase any household supplies, then Roommate "B" owes Roommate "A" for half of the cost of the paper towels and Roommate "B" must pay this amount within 10 days after the last day of the month.*

7. Food

■ **NOTE:** For the following section, use the clause that fits with the arrangement you have with your Roommates. If the Roommates are going to share groceries, then you should include a term stating how the costs of the food are going to be shared between the Roommates. For example, if the Roommates agree that each month, they will spend a total of \$500.00 for food, then you may want a clause to that effect. For example: "The Roommates agree that each month, \$500.00 will be spent on groceries. Roommate "A" will pay \$250.00 on or before the first day of the month for food, and Roommate "B" will pay \$250.00 on or before the first day of the month for food. The money that both Roommates contribute for the cost of food will be used to pay for food only and will be kept in (a separate bank account, or an envelope/jar). If there is money left over at the end of the month, then each Roommate will receive their share of that money on or before the last day of the month." You may also want to include a cooking schedule.

OPTION

If the Roommates are going to buy their own groceries:

Each Roommate will be responsible for the purchase of his or her own food. Each Roommate will be entitled to a reasonable portion of the refrigerator and cabinet space for the storage of food.

OR

OPTION

If the Roommates are going to share groceries:

The Roommates agree that all food in the Home will be shared among them. The expense for all food will be shared as follows:

The cooking schedule shall be as follows:

8. Shared Rooms and Items

A. The Roommates agree that the following rooms will be shared and accessible at all times to all

Roommates: *Place a checkmark by the rooms that will be shared*

Garage Living Room Sun Room Kitchen Dining Room

Study Bedroom Washroom (upstairs) Washroom (downstairs) Master Bath

Other _____

Other _____

B. The Roommates also agree that household equipment is to be shared equally amongst the Roommates. These include, but are not limited to, the vacuum, kitchenware such as pots and pans, dishes and cutlery.

■ **NOTE:** In the space above, list any other household items that are to be shared and if you wish, you may want to list who owns each piece of equipment to avoid disputes over ownership of items in the future. For example, it is common for Roommates to disagree about who owns stereo equipment. If you and your Roommates write out who owns the stereo when you first start living together, then you can avoid a dispute over who takes the stereo when you stop living together.

9. Obligations and Responsibilities

The Roommates agree to the following set of obligations and responsibilities:

- A. Washing Dishes: Each Roommate is responsible for the timely cleaning, drying and putting away those dishes which he or she, or his or her guests, use.
- B. Laundry: Each Roommate is responsible for the timely cleaning, drying and putting away of the laundry which he or she, or his or her guests, use.
- C. Taking out the Garbage, Cleaning the Bathroom, Vacuuming, Sweeping and other similar duties: The Roommates agree to alternate the listed duties on a weekly basis or sooner as required.

■ *NOTE: In the space above, you may want to include a schedule of the household chores and list who is responsible for doing those chores.*

10. Vacating, Subletting and Notice

■ *NOTE: This clause is included for those Roommates whose lease with the Landlord does not prohibit subletting or assigning. When you sublet, this means that you are going to move out of the Home and have someone else move in to take your place. You are still legally responsible for all of the obligations to the Landlord. A common example of subletting is when a student rents out their apartment for the summer and then moves back into the apartment in the fall. If you assign, this means you are moving out and a new person is moving in. The new person will take over all of the rights and responsibilities of renting. You would remove yourself from the lease with the Landlord. If you are going to sublet or assign, you should speak to your Landlord because you will need their approval before you can do so. You should also speak to your Landlord about altering your existing lease, or having the new tenant sign a new lease. You should also talk to your Landlord about the security deposit and how, and to whom, the security deposit will be returned once the lease ends.*

- A. If a Roommate wishes to vacate or move from the Home (the “Vacating Roommate”), then the Vacating Roommate must give the other Roommates written notice _____ days in advance, if the Vacating Roommate plans to move out before the expiration of the term of this Agreement.
- B. The Vacating Roommate is responsible to find his or her own substitute Roommate acceptable to the remaining Roommates and Landlord. The Roommates’ consent to a substitute Roommate must be in writing and such acceptance of a substitute Roommate shall not be unreasonably withheld by the other Roommates. For clarity, if the Vacating Roommate does not find an acceptable substitute Roommate, the Vacating Roommate is responsible for all of his or her share of the rent for the term of this Agreement.
- C. The Vacating Roommate agrees to clean and restore his or her room and personal areas to the condition they were in at the beginning of this Agreement subject to reasonable wear and tear.

11. House Rules

- A. Noise: *explain noise rules* _____
- B. Guests: *explain rules on guests* _____
- C. Personal Items: *explain rules on borrowing or using personal items* _____

- D. Smoking: *explain rules on smoking in the house* _____
- E. Alcohol: *explain rules on drinking alcohol* _____
- F. Drugs: The use of illegal drugs in the Home is prohibited.
- G. Pets: *explain rules on having pets* _____
- H. Other: _____

12. Unresolved Issues

- A. Should a problem arise that is not directly dealt with by this Agreement, the Roommates agree to schedule a house meeting to resolve the issue. All Roommates should be willing to cooperate and discuss the issue fairly.
- B. If the Roommates cannot resolve the issue, then the concern may be brought to the attention of the Landlord or an alternate dispute resolution service, whichever choice is more appropriate in the circumstances.

■ *NOTE: You may want to consider discussing with your Roommates how you are all going to handle disputes and add in a term that you can all agree to. For example, if you and your Roommates decide that you are all agreeable to attending mediation if there is a dispute that you cannot resolve on your own, then you may want to include a clause in the space above that states "If the Roommates cannot resolve the issue, then all Roommates must attend at a mediation session within an agreed upon amount of time from the date of the house meeting."*

Roommate Name _____ Signature _____ Date _____

Roommate Name _____ Signature _____ Date _____

Roommate Name _____ Signature _____ Date _____

Roommate Name _____ Signature _____ Date _____

* The sample Roommate Agreement is provided for information purposes only and nothing in the Roommate Agreement constitutes legal advice. The contents are provided as an information service and should not be relied upon for legal decision-making. The use of the sample Roommate Agreement in no way creates a type of agreement or contract with the author(s). The sample Roommate Agreement was developed in Alberta, Canada. The sample Roommate Agreement incorporates the laws of Alberta. The laws in your jurisdiction may be different. You should contact a lawyer if you have any questions regarding landlord and tenant law in your jurisdiction and to receive legal advice.