Centre for Public cplea Legal Education Alberta

LAWS FOR LANDLORDS AND TENANTS IN ALBERTA

Sample **Roommate Agreement** for Alberta Renters

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Sample Roommate Agreement for Alberta Renters

Why do you need a written Roommate Agreement?

Alberta's *Residential Tenancies Act* sets out the responsibilities and duties that a landlord has to the tenant, and the tenant to the landlord. The legislation does not address the roommate relationship and what duties and responsibilities roommates have to each other. 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 tenants but it does not explain how those tenants will live together as roommates. A Roommate Agreement states how the roommates will share the responsibilities of renting –for example, 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.

What should a Roommate Agreement say?

The attached Sample Roommate Agreement contains examples of matters that can be covered by an agreement. The sample agreement contains some terms that may not apply to your situation, so it should be adapted to fit your situation. Before agreeing to terms in an agreement, tenants should get legal advice.

NOTE: If your landlord is your roommate, the "Sample Living with Your Landlord Agreement for Alberta Renters" is more appropriate for your situation.

DISCLAIMER

The Sample Roommate Agreement is provided for information purposes only and nothing in the sample 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 agreement in no way creates a type of agreement or contract with the author(s). The sample agreement was developed in Alberta, Canada and incorporates the laws of Alberta. The laws in other jurisdictions may be different. You should contact a lawyer if you have any questions regarding applicable laws in your jurisdiction and to receive legal advice.

Sample Roommate Agreement

This Roommate Agreement ("agreement") is made on

_____, 20____, between the following persons:

_____

Name of Roommate 1

AND

_____

Name of Roommate 2

(the "roommates")

THE ROOMMATES AGREE AS FOLLOWS:

1. Rental Unit / Lease Agreement

A. The roommates have entered into this agreement to live together in the following place: _____ (the "rental unit").

B. This agreement is a binding agreement between the roommates living together in the rental unit. Each roommate will carry out their respective responsibilities contained in this agreement in a timely manner.

C. This agreement does not replace the rights and responsibilities that the roommates have as tenants under the *Residential Tenancies Act* and their residential lease agreement with _____, the landlord of the rental unit.

2. Terms of Agreement

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

3. Security Deposit

A. The total security deposit payable to the landlord for the rental unit is $_____.

B. Each roommate will pay their share of the security deposit to the landlord as follows:

- _____ (roommate 1) will pay $_____.
- _____ (roommate 2) will pay $_____.

4. Damage

Each roommate is responsible for the damages that they, or their guests, cause. If the cause cannot be determined, then the costs for repairs will be split equally amongst all roommates.

5. Rent

A. The rent payable to the landlord for the rental unit is $_____ per:
☐ Month ☐ Week

B. Each roommate will pay their share of the rent as follows:

- _____ (roommate 1) will pay $_____.
- _____ (roommate 2) will pay $_____.

C. Each roommate will pay their share of the rent to the landlord on time and in a manner that will provide them with proof of payment. Each roommate will keep a copy of this proof of payment and provide the proof of payment to any other roommate or the landlord upon request.

D. Each roommate is liable for any damages resulting from their failure to pay rent. Damages include, but are not limited to, late fees, interest, and Court costs.

E. The roommates may pay their share of the rent by personal cheque. If a roommate's cheque cannot 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).

F. If the roommates are evicted because of the failure of one or more roommates to pay their rent, the non-paying roommate(s) will be liable for:

a. any moving expenses of the paying roommates

b. rent for the remainder of this agreement and

c. any penalty imposed by the landlord (including any penalty for breaking the lease)

G. If a roommate moves out of the rental unit, they must continue to pay their share of the rent until the lease ends or until they are released in writing by all of the other roommates from the responsibility to pay their share of the rent.

6. Shared utility and service costs

The roommates agree to pay shared utility and service costs as follows:

Type of utility or service	Name on account	How cost is shared between roommates (% or amount)	Roommate responsible for payment
Heat			
Water			
Electricity			
Telephone			
Television			
Internet			
Garbage			
Parking			
Other: _____			

7. Household Supplies

A. The following household supplies will be shared by the roommates:

- ☐ Toilet Paper
- ☐ Cleaning supplies
- ☐ Detergents
- ☐ Paper towels
- ☐ Other: _____

B. The costs of household supplies will be shared equally by all roommates.

C. The roommates will keep an accurate ledger for all household supplies shared by the roommates. The ledger of household supplies will be tallied on the last day of each month. If a roommate owes any other roommate(s) money for household supplies, then that roommate must pay the amount owing to the other roommate(s) within 10 days.

8. Food

A. The roommates will each be responsible for purchasing their own food:

☐ Yes
☐ No

If yes, each roommate will be entitled to a reasonable portion of the refrigerator and cabinet space for food storage.

B. The roommates will share the costs of food:

☐ Yes
☐ No

If yes, the roommates agree that they will spend a total of $_____ per month for food, with each sharing the costs as follows:

- _____ (roommate 1) will pay $_____ on or before the first day of the month for food
- _____ (roommate 2) will pay $_____ on or before the first day of the month for food

C. If the roommates share the costs of food, the money that both roommates contribute for the cost of food will be used to pay for food only. The money 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.

TIP: If the roommates share the costs of food, you may want to include a cooking schedule.

9. Shared Rooms and Items

A. The following rooms will be shared and accessible at all times to all roommates:

☐ garage
☐ living room
☐ sun room
☐ kitchen
☐ dining room
☐ study
☐ bedroom
☐ washroom (up/down)
☐ master bath
☐ other: _____

B. The following household items will be shared equally amongst the roommates:

- ☐ vacuum (owned by: _____)
- ☐ stereo (owned by: _____)
- ☐ pots and pants (owned by: _____)
- ☐ dishes (owned by: _____)
- ☐ cutlery (owned by: _____)
- ☐ other: _____

10. Household obligations and responsibilities

The roommates agree to the following household obligations and responsibilities:

A. Washing Dishes: Each roommate is responsible for the timely cleaning, drying, and putting away of those dishes of which they, or their guests, use.

B. Laundry: Each roommate is responsible for the timely cleaning, drying, and putting away of the laundry of which they, or their guests, use.

C. Taking out the garbage, cleaning the bathroom, vacuuming, sweeping, and other similar duties of a shared space: The roommates agree to alternate the listed duties on a weekly basis or sooner as required.

TIP: You may want to include a schedule of the household chores and list who is responsible for doing those chores.

11. Moving out of the rental unit

A. If a roommate wishes to move out of the rental unit (the "vacating roommate") before the end of this agreement, then the vacating roommate must give the other roommates written notice _____ days in advance.

B. The vacating roommate must find a substitute roommate acceptable to the remaining roommates and landlord. The roommates' consent to a substitute roommate must be in writing. If the vacating roommate does not find an acceptable substitute roommate, the vacating roommate must pay their share of the rent for the remainder of this agreement.

C. The vacating roommate agrees to clean and restore their room and personal areas to the condition they were in at the beginning of the agreement, subject to reasonable wear and tear.

12. Unresolved Issues

A. If an issue arises 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.

13. House Rules

The roommates can agree to additional house rules. For example, they may wish to clarify house rules such as:

- Noise
- Guests
- Personal items
- Smoking
- Drug usage (e.g., alcohol, cannabis)
- Pets

14. Acceptance

_____ (roommate 1) has signed this agreement on _____, 20____.

Signature: _____

_____ (roommate 2) has signed this agreement on _____, 20____.

Signature: _____

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