

Roommates

Paying Rent¹

- Each co-tenant is independently responsible to the landlord for all of the rent
- Landlords often insert a clause in the contract stating that tenants are “jointly and severally” responsible for paying the rent and abiding by the agreement
- Even if one tenant cannot pay their portion of the rent or moves out, the other roommate(s) is responsible for the full rent
- Landlords often insist on having the full rent paid in one check

Lease or Rental Agreement Violations by Roommates²

- The landlord can hold other roommates responsible for the actions of one roommate
 - They can terminate everyone’s tenancy with proper notice
- The landlord often keeps the non-offending co-tenants if they demonstrate that are good tenants
- The remaining co-tenants are still responsible for absorbing the rent of the evicted tenant until they can find a proper replacement

Agreements Among Roommates³

- One roommate cannot generally terminate their co-tenant’s tenancy
 - Exception involves cases in which there is a “master tenant”
- Before selecting a roommate, it is best to sit down with them and make certain agreements between yourselves before you sign a formal agreement:
 - Rent – figure out what everyone’s share will be and who will write the check if the landlord asks for one check
 - Space – figure out who will occupy the bedrooms and how you will divvy up the extra closet
 - Household chores – figure out who will be responsible for cleaning and the schedule for it
 - Food sharing – figure out whether you will share food, shop, and share cooking responsibilities
 - Noise – figure out when stereos should be turned off or down low
 - Overnight guests – find out whether it’s okay if boyfriends/girlfriends stay over every night
 - Moving out – figure out how much notice must be given if one roommate decides to move out and whether the departing tenant needs to find an acceptable substitute

Disputes Among Roommates⁴

- It is best not to include your landlord in one disputes, after all, he can’t enforce any decisions among tenants

¹ Portman, Janet and Marcia Stewart, *Every Tenant’s Legal Guide* (Berkeley, CA: Nolo Press, 2002) 7/3.

² Ibid. 7/3-7/4.

³ Ibid. 7/4-7/5.

⁴ Ibid. 7/5.

➤ If roommates continuously complain to the landlord about one another, he may just make it easier on himself and get rid of all of you

Fear of Violence⁵

➤ If you fear for your immediate safety, it is best to get in touch with the police

➤ If you have a strong factual basis for your roommate's intention to harm you, it is best to communicate these worries to your landlord

- If the landlord fails to intervene when there is an obvious threat, the victim can successfully sue the landlord if the aggressor carries through with the threat

➤ If you do fear violence from a co-tenant, it is best to take the following steps:

- Get out of harm's way: try spending as little time in your unit as possible
- Try getting a restraining order

When a Roommate Leaves⁶

➤ If a co-tenant wishes to leave and they are on a lease, they must either get permission from the landlord to leave early or find a new tenant to take over.

➤ If you still want to stay:

- The landlord can evict all remaining tenants even if you're able to pay the full rent because one roommate leaving is technically a violation of the lease agreement
 - Chances are, though, that the landlord will let you stay if there is a steady stream of rent and you are a good tenant
- Do not move in new co-tenants without the landlord's approval
 - Keep your relationship honest because moving in a new tenant without his approval is definite cause for eviction

➤ If, even after a roommate leaves, leaving you responsible for the full rent, they wish to come back, avoid such difficulties by signing an agreement

- The agreement should include that the departing tenant will pay a stated amount of rent and utilities
- It should also state that they will pay for any damage caused to the rental unit
- It should also include that they will pay for rent and damage no later than a certain date and that they have moved out for good, giving up their claim to be a tenant

➤ If the departing roommate refuses to sign such an agreement, it may be in your best interest to sue them in small claims court

➤ If you would like to move out too

- If you are a month-to-month tenant, give your landlord the required amount of written notice (30 days) right away
- If you are on a lease, give the landlord written notice that you are moving out because you cannot afford to pay the entire rent
 - It is in your best interest to be extremely accommodating to your landlord (ie showing prospective tenants the unit)
 - In addition, you should do your best to find a new tenant as soon as possible since this will also save you money

⁵ Ibid. 7/8.

⁶ Ibid. 7/9-7/11.

Adding a New Roommate⁷

- Most times, people will take on a new roommate as a co-tenant. However, there are times when people want the new tenant to be a subtenant so that they can have the power to evict them. Either way, though, you need to get the landlord's consent.
- Before you take on a new roommate, ask yourself the following questions so that your landlord will not have a problem with a new co-tenant:
 - Will adding a roommate exceed the occupancy limit?
 - Will the new roommate meet your landlord's good-tenant criteria?
- It is best to write your landlord a note stating your desire to take on a new roommate. This will give him the chance to think it over and to sell your proposal.
- If your intended roommate passes the credit check, your landlord will probably ask both of you to sign a new lease or month-to-month agreement.
- Once a new roommate is agreed-upon, the landlord will probably ask for a rent increase since more people means more wear and tear on the unit. You are basically starting a new tenancy, so the landlord has the ability to increase the rent immediately, up to what the market will bear.
- The landlord will also most likely increase the amount for the security deposit.
- If you decide to take in a subtenant, it is best to sign a month-to-month agreement, specifying rent and restrictions on the subtenant's use of your unit.
- Nevertheless, it may be difficult to bring someone in as a subtenant since landlords may not want to approve it.

⁷ Ibid. 7/11-7/13.