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Room agreement paper pdf

A roommate agreement, also known as a ‘room rental agreement’, is a template used for the leasing of bedrooms in a housing unit while sharing communal areas such as the living room, kitchen, etc. All the individuals listed in the contract shall be liable to each other in regards to payments for rent, bills, services, and any other agreed-upon charges. In addition, if there is any damage in the communal areas the roommates, as a whole, will be liable. By State What is a Roommate Agreement? A Roommate Agreement is a contract solely between the members living within the same rental unit that holds two or more people. Do not confuse a Roommate Agreement with a Lease Agreement, as a one is a contract between only tenants and the other is a contract between a landlord and tenant(s). Many contingencies can be listed in a Roommate Agreement, such as house rules, but the only legally binding aspect is the financial arrangement listed in the agreement. A Roommate Agreement can be used between roommates or tenants in a house, apartment, college dorm or any type of shared living space. A Roommate Agreement is also referred to as the following: Roommate Contract Rent a Room Agreement Joint Lease Finding a roommate has probably never been easier. Sites like Craigslist and Facebook serve up thousands of listings for every taste and budget. Meanwhile, rising costs mean that an increasing share of the renting community can no longer afford to go it alone. Technology and financial strain form an easy alliance, making the roommate search seem cut and dry. Yet it should not be confused with buying pants, booking a plane ticket, or the many other things made easy by the internet. Sharing an apartment is an inherently personal matter that can have real consequences. In the worst case, an ill-conceived arrangement can spell headaches for the tenants – even financial peril. Do not assume “common sense” will serve as shared guidepost; do not assume that other tenants have the same priorities or standards. The best course is to be conservative: carefully screen prospective roommates and set key terms in a written and signed roommate agreement. Should the Roommate be Added to the Lease? This depends on how your roommate agreement is structured. Most commonly, there are one (1) or more persons that are on the lease for the residence with the landlord. In the lease, the landlord gives the tenant(s) the right to sublet the property so that separate agreements can be made with roommates. Pros and Cons to Adding the Roommate to the Original Lease Pros: The tenant(s) have the ability to control the roommates that come in and leave and get to set the prices for rent. Cons: If a roommate does not pay rent it affects the tenant(s) on the lease. The tenant(s) will remain responsible for the payment of rent. Additionally, if any of the roommates need to be evicted this will come at the cost of the tenant(s), not the landlord. If the roommates decide that they want to be on the lease then an Addendum must be authorized and added to the original lease. If the roommates want to also have an additional roommate agreement listing the responsibilities of the tenants to one (1) another that is an option as well, although not required. How to Find a GOOD Roommate The best source of seeking out someone responsible to live with begins with contacting friends and family. This usually will provide the best character reference and can be easily done in today’s world with a simple social media post. Step 1 – Posting via Social Media Make a post on popular social media sites like Facebook or Instagram to see if your friends or family know someone in your area looking for housing. This will be the best reference point as people close to you will say the truth if someone can be trusted and if they are responsible with their finances. Step 2 – Post a Listing If you are not able to find anyone through your social circles then making a commercial listing on popular roommate finding websites is the next best bet. Although this can be a nail-biting experience have no fear! It is easier than you think to find someone with a good employment history while checking their criminal and credit history to ensure the roommate is someone with a clean track record and good job. Popular websites include: Craigslist.org Roomster.com Roommates.com Make sure that when you are posting your listing that you make stipulations that will filter out a lot of the bad candidates such as: requiring he or she is employed, can move-in by a specific date, etc. Step 3 – Meeting with the Potential Roommate Depending on the area and the monthly rent, chances are your inbox will get flooded with responses fast. Set up meetings with the best candidates to ensure that he or she is someone that you will get along with. This person will be living with you for an extended period of time so it’s nice to select someone that has, more or less, the same interests. If the potential roommate decides they would like to move-in, be sure to collect their information from a rental application and collect a fee (usually \$30 to \$50) to cover the costs of the background check. Step 4 – Screening the Roommate It is not required but highly recommended that the tenant is screened for credit, criminal history, credit report, and eviction data from all 50 States. The only websites that offer such features are MySmartMove.com (\$35), LeaseRunner (\$47), Cozy.co (\$40), and MyRental.com (\$30). All the aforementioned websites offer instant reports. The cost of the background check should be covered by the applicant at the time of meeting in the previous step. Step 5 – Verify References Even though an individual’s track record may be clean, they could have character flaws that may implicate the relationship of the residence. It is highly recommended that you do not invite a “cancer” into the home that starts drama or doesn’t like to clean up after themselves. Therefore, it’s best to ask for the names of individuals that have lived with the individual before to get a first-hand experience of the person’s true behavior. Step 6 – Write an Agreement If the applicant is approved then it’s time to create a roommate agreement (Download). This should be done with all the roommates together (if more than two (2) total). It is common that at the lease signing, and before the move-in, that the new roommate pay for the security deposit (if any) and the first (1st) month’s rent. This could save you and any roommates a lot of headaches in case the person is attempting to get free housing for a short-term period. If the new roommate wants to be added to the original lease then that is something that would need to be addressed with the landlord. Step 7 – Moving-in After everything is finalized it’s time for the new roommate to move-in. Make sure, if there are any building rules, to let he or she know the best times so he or she can plan. Otherwise, it would be in general a good roommate gesture to help. It’s not uncommon for the new roommate to have only a small amount of furniture. So it shouldn’t be more than a few hours for the new roommate to get their furniture in the property. The Roommate Agreement A good roommate agreement details the “house rules.” There are many potential issues to tackle, but popular ones include: Rent and utility obligations: How much rent does each tenant own? When are the rent and utility payments due? In what form are bills and rent to be paid? Will the roommate provide a security deposit for incidental damages? What are the terms? A plan for keeping tidy: Will the apartment use a chore wheel? Hire a cleaning service? Designated quiet times, policies for overnight guests, parties, and noise. How the space is shared: Who will provide furnishings and decorations? Policies for smoking, drinking, and other extracurricular pursuits. How much notice is expected before a tenant departs? What happens if the agreement is breached? A roommate agreement is not a lease. In most cases, the rent, length of the lease, rules about pets, sublease policies, and other related matters have already been set by the landlord in the “master lease.” That agreement is primary. Other terms may be set by statute. In some states, for example subletting is a near enshrined right for renters while other jurisdictions limit short-term sublets to counter the influence of Airbnb. These lease and statutory terms are generally non-negotiable in a roommate agreement. How to Evict a Roommate Most veteran renters have at least one war story. What happens if your new roommate does not keep his or her end of the bargain? While your roommate agreement should address eviction, even if it is signed, dated, and witnessed, it will not necessarily be enough to kick the troublesome tenant out. Often, the best course is to enlist the landlord. While a lone tenant may not have the clout to evict a bad roommate, the landlord might have the power to do so, especially if this roommate is not on the lease. Even if lacking in formal authority, building owners often have the intimidation factor to force out nettlesome tenants. A good practice is to share the roommate agreement with the landlord at the start to make sure that all are on the same page. In the worst case, if the delinquent tenant is on the lease and disputes the allegations, you may have to cut your losses and (a) leave voluntarily or (b) face the cancellation of the entire whole lease and the eviction of all tenants. Many disputes can be nipped before they rise to the level of eviction. It’s usually easier (and often right) to assume that your roommate is operating in good if misguided faith. Here, the old saying about catching flies with honey is apt – just because you have a legal or quasi-legal document in hand does not mean that all disagreements should be treated like legal disputes. Frequently Asked Questions 1. Are Roommate Agreements legally-binding? It depends. Any agreement between roommates is subordinated by the lease (or “master lease”) that is signed with the landlord. Whether or not a roommate agreement is enforceable will depend on jurisdiction; putting things in writing, and signing and dating in the presence of a witness can all lend credibility to an agreement. 2. What should be included in a Roommate Agreement? In the least, you should specify rental and utility responsibilities, whether a security deposit is required, and other basic “house rules.” Agreements commonly dictate cleaning responsibilities, and policies for overnight guests, noise, and quiet hours. 3. What if your roommate does not abide by the Agreement? Formally, this depends on the legal status of your agreement (see above). As a practical matter, eviction can be even more cumbersome than finding a new roommate. Can you work things out? One pre-emptive practice is to schedule weekly or monthly roommate meetings. This can be specified in the original agreement. Conflicts can be brought to the floor during these sessions. How to Write a Roommate Agreement Download in Adobe PDF, Microsoft Word (.docx), or Open Document Text (.odt) Section 1. The Parties & Property (1) Date. The official calendar date that should be attached to the roommate agreement will serve as a legal reference point when identifying the obligations it places on its Participants. (2) New Tenant. The Roommate that shall enter this agreement to move into the concerned premises must be identified as the New Tenant with his or her full name. (3) Landlord/Principal. The Landlord or Head Roommate’s full name should be established. Generally, this is the Party in charge of collecting rent from the Roommates and holds the formal lease agreement for the property with its Owner or Property Manager. (4) Current Co-Tenant. All other Roommates or Co-Tenants should be identified in this document as well. It is recommended that every Roommate on the premises be a part of this agreement whether they hold the master lease with the Property Owner/Management Company or not. (5) Property. Formally identify the property the New Roommate, Landlord/Principal, and Co-Tenants shall share and pay for together. (6) Lease Term. The first calendar date and the last calendar date that the New Roommate shall share the premises and honor the financial obligations discussed by this agreement must be solidified within the appropriate declaration statement. Section 2. Security Deposit (7) New Tenant Security Deposit. The majority of rentals will require a deposit (based on the rent and compliant with state laws) submitted by the Tenants on the lease. This deposit is returned at the end of a successful lease term or used to cover any Tenant damages. If the New Roommate is expected to contribute to the security deposit, then then the dollar amount he or she must submit as a security deposit should be reported. (8) Total Required Security Deposit. Document the security deposit required by the master lease held between the Head Roommate (or Tenant/Landlord) and the Property Owner. Section 3. Rent (9) Total Rent Required. The full amount of money that must be paid to the Property Owner or Property Manager in exchange for residence on the premises must be furnished to this paperwork. (10) New Tenant’s Monthly Rent. The exact amount of money the New Roommate or New Tenant will be required to pay every month to share the premises with the other Roommates should be established in this document. (11) Rent Payment Recipient. The Roommate or Property Manager that this agreement expects the New Roommate to submit his or her monthly rent to should be formally identified by name. Section 4. Utilities (12) New Tenant Utility Fees. The utilities that must be paid for by the New Roommate should be defined. If there are any utilities the New Roommate must pay into then his or her portion should be identified as a fraction or ratio (i.e. a third or one-third of the bill) and the name of each utility this report refers to must be documented. (13) New Tenant Service Fees. If the New Roommate or New Tenant must pay a share of the services available for this premises, then record the appropriate fraction amount and list every service the New Roommate must pay this portion to receive. (14) New Tenant Utility And Service Obligations. If the New Roommate must agree to put certain utilities or services in his or her name and make sure that payment is submitted and/or assume payment for any utilities or services not in his or her name then use the appropriate areas to list such utility(ies) and service(s). Section 6. Additional Agreements (15) Provision Attachment. It is recommended that you compose a list of house rules covering topics in day-to-day living such as cleaning, smoking/drinking, guest policy, pets, etc. Such an additional document should be named, dated, signed by all Parties, and attached to this lease before it is signed. Section 7. Governing Law (16) State Law. The state where this property is located shall dictate the laws that the Roommates must follow when living on the premises through this lease. Record the name of this state so this agreement may be executed properly when signed. Section 8 Authorization (17) Signature Date. When the Head Roommate or Roommate Landlord, Co-Roommates, and New Roommate are ready to enter this agreement they will have to do so upon the date of their provided signatures. Report this date as requested. (18) Principal Roommate/Landlord’s Signature. The Principal Roommate (acting as Landlord) should sign and print his or her name to the completed agreement in order to verify his or her agreement. (19) Printed Name. (20) New Roommate’s Signature. The New Roommate can only enter this agreement by signing and printing his name after a successful review of the finished article. (21) New Roommate’s Printed Name. (22) Co-Roommate’s Signature. Every Co-Roommate participating in this agreement must agree to its conditions by signing his or her name. (23) Co-Roommate Printed Name.

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