

# Housemate Agreement

***This is a legally binding agreement. Read it carefully. It is intended to promote household harmony by clarifying the expectations and responsibilities of housemates. All parties shall sign and receive a copy of this document.***

Rental unit located at \_\_\_\_\_

Owner/Manager's name \_\_\_\_\_

Owner/Manager's address \_\_\_\_\_

\_\_\_\_\_ Owner/Manager's home number \_\_\_\_\_

## Principal Tenant(s)

These individuals have entered into a direct relationship with the Property Owner or Manager. Each is individually responsible for carrying out all the terms of the rental agreement and the Property Owner/Manager can hold any or all responsible. No principal tenant has the right to terminate another principal tenant's tenancy. Only the Owner/Manager can terminate the tenancy. *If the housemate agrees to equal participation in and responsibility for the rental agreement, and has the Property Owner/Manager's consent, their name should be written here.*

Name \_\_\_\_\_ Name \_\_\_\_\_

Date moved in \_\_\_\_\_ Date moved in \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Date moved in \_\_\_\_\_ Date moved in \_\_\_\_\_

## Sub-Tenant(s)

A Sub-Tenant is not primarily responsible for rental obligations to the Property Owner or Manager, but rather has his or her agreement with the Principal Tenant(s). Under these circumstances, the Principal Tenant(s) stand in the shoes of the landlord and have the right to terminate the Sub-Tenant's tenancy. Moreover, if the Property Owner/Manager decides to terminate the tenancy of the principal tenant, the tenancy of the Sub-Tenant will be terminated also. *If the housemate agrees to this tenancy status, their name should be written here.*

Name \_\_\_\_\_ Name \_\_\_\_\_

Date moved in \_\_\_\_\_ Date moved in \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Date moved in \_\_\_\_\_ Date moved in \_\_\_\_\_

## Length of Agreement (Check one)

Lease from \_\_\_\_\_ to \_\_\_\_\_ OR  Month-to-Month

## Rent

\$ \_\_\_\_\_ Due on \_\_\_\_\_ Paid to \_\_\_\_\_

at \_\_\_\_\_  
Number Street Unit# City State Zip

## Deposits

<b>Type</b>	<b>Amount</b>	<b>Date Paid</b>	<b>Paid by</b>	<b>Paid to</b>
Last month's rent				
Security deposit				

## Utilities

The following services have been arranged and are to be paid as follows:

<b>Item</b>	<b>Account in name of</b>	<b>Amount of deposit</b>	<b>Deposit paid by</b>	<b>How bill is shared</b>	<b>Housemate responsible for payment</b>
Gas/electricity					
Water					
Garbage					
Telephone*					
Other (state)					

\*Charges for unclaimed calls shall be allocated equally among housemates.

(Check one)

Each housemate has been assigned the responsibility for payment of a specific bill. This includes determining the amount owed by each housemate, collecting that amount, and seeing that payment is made before the due date.

OR

A schedule has been developed to assign each housemate the month in which they are responsible for the collecting and payment of all bills. Schedule is attached.

## Household Agreements

Any agreements regarding cooking, shopping, cleaning, overnight guests, pets, quiet hours, etc. should be written here.

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## Responsibilities Before Moving

A) **Notice of Vacating on a Month-to-Month Agreement:** Thirty days written notice of intention to vacate **must** be given to the principal tenant or landlord by any departing housemate. If that tenant is a Principal Tenant, 30 days notice **must** also be given to the Owner/Manager. When a Principal Tenant leaves the household it is advisable to put the new tenant's name on the rental agreement, and to obtain the Owner/Manager's consent to do so.

B) **Subletting:** A housemate intending to sublet their room must obtain written consent to do so from the Owner/Manager if departing housemate is a Principal Tenant, or from the Principal Tenant if departing housemate is a Sub-Tenant.

C) **Cleaning:** A departing housemate must clean their room and a fair share of the common areas and return them to move-in condition, exclusive of normal wear and tear. The principal tenant must do a pre-move out inspection with the departing tenant to make sure the room is left in a clean and undamaged condition with enough time to give the departing tenant an opportunity to correct any deficiencies so that they can get the entire deposit back. The principal tenant or landlord must give the departing tenant a list in writing. (CCC §1950.5)

D) **Security Deposits:** When one housemate moves out before the entire household moves out, the household should honestly assess and discuss together whether any deductions need to be made from the security deposit to cover the departing housemate's cleaning, damages or unpaid rent. The Principal Tenant is responsible for returning the deposit within 21 days after the departing housemate vacates the premises; if any portion of the deposit was withheld for any of the above reasons, an itemized statement of the deductions must be provided together with the balance of the deposit within 21 days after the housemate moves out.

E) **Vacancies:** The departing housemate should advertise the vacancy, in order to help locate a tenant to take his or her place in the household.

### Conflict Resolution

Each housemate agrees to attempt to develop mutual cooperation and good feelings with all other housemates. Should disagreements arise, each shall try to resolve the dispute in good faith using clear communication. If disputes continue thereafter, the housemates agree to the following methods of conflict resolution:

- Decision by household consensus
- Binding mediation by impartial third party
- Decision by household majority vote
- Decision by Principal Tenant
- Decision by Owner/Manager

### Additional Agreements

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### Signatures

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Housemate Name (Print)

\_\_\_\_\_  
Housemate Signature

\_\_\_\_\_  
Housemate Name (Print)

\_\_\_\_\_  
Housemate Signature