

This Roommate Rental Agreement is being made between

_____ (“Primary Tenant”) and

_____ (“Roommate”)

on the date of signature below, and sets forth the expectations and responsibilities of both parties relating to the sharing of the residential property located at

_____ (“Residence”).

The Parties acknowledge that this agreement is not governed by the BC Residential Tenancies Act.

The Parties understand that this is a legally binding Roommate Rental Agreement that is intended to promote domestic harmony and that both parties have fully reviewed and agreed to its contents.

1. **Residence control.** The “Primary Tenant” owns, or is in legal possession of the Residence. To the extent that Primary Tenant is bound by an agreement with the legal owner of the Residence (“Primary Rental Agreement”), Primary Tenant will abide by the terms of that Primary Rental Agreement during the term of this Roommate Rental Agreement.

2. **Term.** This Roommate Rental Agreement begins as of _____
and continues as follows: month/day/year

_____ until termination of the Primary Rental Agreement, (date) _____

_____ on a month-to-month basis, and may terminate on the terms set forth in this Roommate Rental Agreement

3. **Rent.** Monthly rent to be paid by Roommate to Primary Tenant is \$_____ per month, due on or before the 1st day of each calendar month. If this Roommate Rental Agreement begins partway through the month, the first month’s rent will be prorated.

Rent will be submitted by cash payment, check, money order, or cashier's check, or any other means agreed to by Primary Tenant. In the event that a cash payment is made, Primary Tenant will provide Roommate with a written receipt at the time of payment and payment will not be deemed to have been made unless such receipt is provided.

If rent is paid any later than the 5th of each month, a late charge of \$_____ will also be due. If any check for rent payment is returned for insufficient funds, a "stop payment," or any other reason, Roommate will immediately pay the Primary Tenant the rent due in cash or certified funds, along with any applicable late charge, and a returned check charge of \$_____

4. **Security deposit.** Roommate will pay Primary Tenant a security deposit of \$_____ as security for payment of any default of this Roommate Rental Agreement or any damage, other than ordinary wear and tear, to the Residence caused by the Roommate. This deposit cannot be treated as the last month's rent under this agreement. The Security Deposit will be returned to Roommate within_____ of termination of this Roommate Rental Agreement, less any deductions for amounts due to Primary Tenant, with an accompanying itemized statement explaining any deductions.

5. **Utilities.** Utilities services for the Residence, unless provided directly by the property owner, will be arranged and paid for by Primary Tenant. Rent payments [DO OR DO NOT] include utilities. If it does not, utility bills will be reimbursed by Roommate to Primary Tenant for the term of this agreement as follows:

Gas/Electricity – _____ %

Internet – _____ %

Cable/Satellite TV – _____ %

Other – _____

The dates of service for these utility bills will determine whether they fall within the term of this Roommate Rental Agreement, not the date of receipt of the bills.

RESPECT

Respect shall be the cornerstone for all other categories of this agreement, and for successful housing sharing in general. This respect shall include: Politeness to each other, and to each other's guests; No talking about confidential roommate matters to others; No posting roommate's personal information or pictures on MySpace, Facebook, YouTube, or any other website; Respect for each other's religious beliefs and practices.

In addition, we agree to the following arrangements regarding:

6. **Living arrangements.** Roommate will have exclusive use (subject to reasonable access by Primary Tenant for purposes of house maintenance or cleaning) to the bedroom designated, and reasonable joint use of the remainder of the Residence with the exception of other bedrooms and [EXCLUDED ROOMS OR AREAS].

The following restrictions apply to the shared use of the kitchen and joint living areas:

____ House Rules attached

7. **Overnight Guests.** Out of respect for each other, the parties will give the other at least 24 hours advance notice of the intention to have overnight guests at the Residence and will accommodate any reasonable requests relating thereto. No overnight guest may stay longer than three nights without the permission of the other party. The following additional restrictions apply:

8. **Drug/alcohol use.** Neither party will engage in any illegal use of drugs or alcohol in or around the Residence, and will be respectful of the other party and neighbors with respect to any legal use of drugs or alcohol.

9. **Cleaning responsibilities.** Primary Tenant and Roommate will each be responsible for keeping their own bedrooms clean and sanitary, and will have the following cleaning responsibilities for the Residence:

Primary Tenant will be responsible to

Roommate will be responsible to

10. **Conflict resolution.** In the interest of domestic tranquility, the Parties each agree to make reasonable efforts to maintain a peaceful environment within the Residence, and proactively work to cooperate with each other. Should disagreements arise, as can be expected in the ordinary course of life, the Parties agree to try to resolve their disputes in good faith using clear communication. If disputes continue to be unresolved, the Parties agree to use the following method(s) of conflict resolution (initial all that apply).

_____ Decision by Primary Tenant (in the case of conflict(s) relating to

_____ Decision by Roommate (in the case of conflict(s) relating to

_____ Binding decision by trusted third party

_____ [NAME OF THIRD PARTY]

_____ Rock, paper, scissors

_____ Other

_____ In the event of default under this Agreement, and failure of any informal means of conflict resolution, all legal remedies are available

11. **Termination of agreement.** If the term of this agreement is month-to-month, either party may terminate this Roommate Rental Agreement by giving the other 30-day advance written notice of intent to terminate. Additionally, in the event that one party believes the other has defaulted on their obligations under this agreement, they will give the other party written notice stating what the claimed default is and providing three business days for correction of the default. If the default is not cured, then the party can consider this agreement in default.

When the tenancy under this Agreement ends, Roommate is required to do the following: empty and clean Roommate's exclusive use areas such that it is clean, sanitary, and good condition, subject only to ordinary wear and tear, return all keys to the Primary Tenant, pay any outstanding rent or utility reimbursements due to Primary Tenant, and provide Primary Tenant with a forwarding address for purposes of return of security deposit or other necessary communications.

12. **No Assignment.** This Roommate Rental Agreement cannot be assigned to any other person.

13. **Additional provisions.** Additional provisions to this Agreement are the following:

14. **General terms.** In the unlikely event that there would ever be a legal action relating to this Roommate Rental Agreement, this document will be interpreted and governed by the laws of the province of British Columbia and the venue of any dispute over this Agreement will be in the County of Canada and province of British Columbia. If any portion of this Roommate Rental Agreement would be held illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision will be considered ineffective only to the extent of that invalidity without invalidating the entire Roommate Rental Agreement.

15. **Entire agreement.** This Roommate Rental Agreement and any attachments thereto constitute the entire agreement between the parties and supersedes prior discussions, agreements, or commitments by either Party. Any modification of this Roommate Rental Agreement must be in writing and signed by both parties. There are no understandings, representations or warranties except as stated expressly in this document.

Executed by the Parties on the dates indicated below.

Date: _____

_____, Primary Tenant

Date: _____

_____, Roommate