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Renting a Place with Others

When a roommate moves in or out, your relationship with the landlord is affected. Specifically, two, or more, people who sign a lease are referred to as “co-tenants” and share the same legal rights and responsibilities. The big issue to understand about roommate situations, one roommate’s bad behavior affect’s everyone’s tenancy. As a result, you should understand the legal ramifications of roommates as co-tenants on a lease.

When One Roommate Doesn’t Pay Rent

Roommates may decide to split the rent equally or unequally, depending on their share of the apartment, or other factors. These agreements between roommates do not affect the landlord. Each roommate, or co-tenant, is independently liable to the landlord for the entire rent. Many times the landlords will include legal verbiage to this effect, like, “tenants are jointly and severally liable for paying rent and adhering to the terms of the agreement.” For example, if one roommate fails to pay their share of rent, or simply moves out, the other roommate(s) are responsible to make up the difference and pay the full rent.

Many landlords require roommates to pay rent with one check, so someone has to be responsible to collect rent from each roommate and deposit the rent into one bank account to cover the rent check. It’s legal for your landlord to impose the single check, if you and your roommates have been advised of the policy in the rental agreement.

When One Roommate Breaks the Lease Terms

Legally, the landlord can hold all roommates/co-tenants responsible for any negative actions on the part of a single roommate. Further, the landlord can terminate your tenancy with the proper notice, if one roommate has broken the terms of the lease. For example, two roommates can be evicted even if only one roommate violates the terms of the lease, causes serious damages, fails to pay rent, etc.

In some cases, the landlord will ignore the terms that penalize one roommate for the negative actions of the others. If you are the “good” roommate, and you pay rent on time, the landlord may want to keep you around, and help you find a replacement roommate.

Agreements -- and Disagreements -- Among Roommates

Like any relationship, a roommate relationship can go bad for a number of different reasons. If you’ve ever had roommates before, you understand that some roommates can be very messy, always pay rent late, play the stereo too loud, and on and on. In the worst cases, you and your roommates may not be able to continue living together, and someone will have to move out. If you have a formal, or informal, agreement amongst roommates, those terms must be enforced between roommates. The landlord will not care about these agreements between roommates as these terms have no bearing on the lease.

Only Landlords Can Evict Tenants

Generally speaking, one roommate cannot terminate another roommate’s tenancy through an eviction. In the case that one roommate has sublet a portion their rental, making the roommate the subleasees’ landlord, the original roommate can control the subleasees’ tenancy. In some cities like San Francisco, the landlord may designate a “master tenant” in the lease. The master tenant may perform many functions of a landlord including the

eviction of another tenant/roommate. If your city is subject to rent control, it's good to find out about the options for a master tenant.

Anticipate Problems and Set-up Roommate Agreements

It's a safe-bet to anticipate possible problems with roommates in the beginning and prepare you to handle disputes that may arise. Before getting into a roommate situation, sit down and cover the major issues, such as: rent, space, household chores, food sharing, noise, overnight guests, and moving out. Check out sample Roommate Agreements at Roommateclick, and good luck.

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