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## ***When a Roommate Leaves***

What happens if your roommate decides to move out before your lease ends? What are the financial and legal obligations of the roommate? At MoveOnIn, we hope that every roommate situation works out, but also understand that certain roommates won't stay together for the duration of the lease. Here are some things to understand if your roommate moves out before the lease ends.

If your roommate has also signed the lease, then they are considered a "co-tenant". Technically, a co-tenant who wants to leave in the middle of a tenancy is legally responsible to give the landlord proper written notice and pay rent through the end of the notice period. The roommate who is leaving should either get permission from the landlord to leave early or, if this is impossible, find a replacement tenant who is acceptable to you and the landlord. Big problems can arise if a co-tenant simply leaves without the landlord's okay or without an acceptable substitute.

### **What is the situation if you want to stay?**

If your roommate departs without notice, the landlord has the option to evict you and the rest of the tenants even if you can cover the entire rent. Basically, your roommate as a co-tenant has broken the lease, or rental agreement, length of stay term and all tenants are liable.

In most cases, the landlord will let you stay if you can provide the rent on time, and you can maintain the apartment with non-destructive roommates. The landlord will probably not evict you and your other roommates unless:

- You and your roommates have been troublesome tenants, and the landlord has been waiting for an opportunity to get you all out of the apartment.
- The new collective income from you and your other roommates does not appear sufficient to cover the future rent. In this scenario, you may be okay if you can assure the landlord that you will bring in a strong, lease abiding new roommate to make up the difference. You may need to ask the landlord for permission to pay the rent late, or in installments until you are able to find suitable roommate replacement. You may even be able to get the landlord to use the departed roommate's portion of the security deposit to help out with rent until an acceptable replacement roommate can be found.

### **What happens when you find a replacement roommate?**

If your roommate takes off and leaves you to deal with the rent, you might be tempted to simply replace the roommate without notifying the landlord, or putting them through the approval process. This is a bad idea. Always get your landlord's approval before moving in a new roommate. Your lease probably prohibits unauthorized sublets, so bringing in a new tenant without your landlord's approval violates the agreement. Again, your landlord now has the right to evict you as a result of the broken lease. Like any relationship, business or personal, honesty is the best policy. Get your landlord's approval for a replacement roommate, and maintain a healthy relationship with your landlord.

### **How to protect yourself when your roommate leaves.**

The remaining roommates need to make sure they are covering the bases with the departing roommate and the landlord. If your roommate left in the middle of a lease without proper

notice, your relationship may be in a bad state. The last thing you need is for the departing roommate to reappear and expect to move back in.

To avoid any surprises, ask your former roommate to sign an agreement that clearly outlines the following commitments:

- The departing roommate will pay a stated amount of rent and utilities. Normally, the departing roommate should cover rent and utilities for at least 30 days from the date they gave written notice (or left without notice). If you are unable to find an acceptable replacement roommate, the departing roommate is liable for the rent for the balance of the lease.
- The departing roommate will pay for any damage they caused to the apartment.
- The departing roommate will pay for their portion of rent, utilities, and any damages by a stated date.
- The departing roommate has moved and gives up any claim to tenancy.

What happens when you can't work things out with the departing roommate? Well, if the former roommate leaves town and stops communicating with you, then it may just be best to suck it up and pay their share of the rent. The option of suing the former roommate to collect a settlement may be more trouble than it's worth. On the other hand, if your ex-roommate is in town and has a source of income, consider taking the time to sue them in small claims court for unpaid rent, utilities, damages, and any advertising costs associated with the location of an acceptable replacement roommate.

#### **What if you want to move out also?**

If your roommate bails out on the lease, you may decide that it's not worth the hassle of trying to find a replacement roommate. To make things as smooth as possible with your landlord, follow these steps:

- Provide the required amount of written notice immediately
- Inform the landlord that you cannot afford the rent without your roommate
- Before moving, be very accommodating when the landlord is showing the apartment to prospective tenants. The quicker the landlord re-rents the apartment, the sooner your liability for rent due under the lease will end.
- You and your roommates should do your best to locate a replacement tenant yourselves

These steps should ease your departure and give you a much better chance of retrieving your security deposit.

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