All persons signing a lease are legally responsible for each other’s payment of rent.

It does not matter who is at fault or what the circumstances are, if one person does not pay their share of the rent, THE ENTIRE GROUP risks being evicted and sued by the landlord for non-payment.

If you have co-signers, they could be pursued as well.

Leaving for the summer?

Most leases are for 12 months. All roommates need to understand this, and be prepared to pay the rent and utilities, even if they are not living there for the summer.

Also, students who leave in May might try to look for someone to take their place in the apartment for the summer. Are the remaining roommates willing to live with a stranger for the summer? Discuss this.

You cannot break a lease.

What if, 8 months later, you don’t want to live with your roommate(s) anymore? What if 1 person from the group drops out of school?

You’re stuck with the lease, unless you can find someone to take that person’s place. Everyone will be responsible for rent.

Everyone needs to sign at the same time.

Make sure to sign at the same time. If one roommate signs on Monday and the other roommate(s) decide to not rent with the place, the roommate who signed on Monday will be responsible for the ENTIRE lease. There is no way to break the lease.

Signing an individual lease for a by-the-bedroom apartment:

At places that rent “by the bedroom,” you are not responsible for the other roommates’ rent, but be aware:

- You are still jointly responsible for any damage done to the common areas of the apartment.
- You can be placed with literally ANYONE: they don’t have to be students, they don’t have to be your age; they can be loud partiers; they could smoke/not smoke, etc. Even if they claim to do “roommate matching,” they make no guarantees of who you will be placed with.

This is NOT like in University-owned housing where a staff person is there to help you with conflict.

Fill out the Roommate Agreement on the inside of this brochure.

Be honest! Not everyone is easy to live with. Tell your roommates your habits and let them know of your expectations. Keep a copy!
Roommate Agreement

This agreement does not prevent the landlord from holding roommates responsible for each other’s share of rent, utilities or damages.

This agreement is made between the joint tenants of ______________________(address) for the 20__ - 20__ lease term for the purpose of preventing conflict during the lease term.

Name: ____________________ Rent: $__________ Deposit: $__________
Name: ____________________ Rent: $__________ Deposit: $__________
Name: ____________________ Rent: $__________ Deposit: $__________
Name: ____________________ Rent: $__________ Deposit: $__________

SECURITY DEPOSIT

The roommates will divide the refund of the security deposit according to the amount each tenant originally paid as listed above. ________________________(initial)

When a roommate is clearly responsible for fees and damages to the premises—including late fees, repairs, and cleaning costs—that roommate will pay full fees and damages. The roommates agree to share equally in the cost of all other fees and damages charged. ________________________(initial)

UTILITIES

Electric/Gas Bill will be in the name of ______________________
Water Bill will be in the name of ______________________
Internet Bill will be in the name of ______________________
Cable Bill will be in the name of ______________________

We will split them % each.

SUBLETTING

Each of us agrees that if, for any reason, during the term of the lease, one of us moves out of the apartment, s/he will continue to pay their rent due, until a replacement tenant is found, and, s/he will also pay the difference between this amount and the amount paid by the subtenant, if the subtenant does not agree to pay the absent roommate’s full share of the rent. ________________________(initial)

Each of us signing below agrees to accept any person one of us proposes as a subtenant or replacement tenant, unless good cause can be shown as to why that person should not be a subtenant. Good cause would mean ________________________(initial)

Any one of us who looks for a replacement tenant for summer sublet, spring sublet, or for any other time period during the contract, agrees to pay all costs for advertising the vacancy and further agrees not to enter into a sublease agreement with anyone until a reasonable attempt has been made for all remaining roommates to meet the prospective replacement tenant and to express any concerns about that person being a replacement, as described above. ________________________(initial)

GUESTS

Each roommate is responsible for the behavior of his or her guests. ________________________(initial)

Guests shall not unreasonably disturb other roommates. ________________________(initial)

No guest may stay for more than ________ consecutive days without the permission of all other roommates. ________________________(initial)

New roommates may move in only with the written permission of all other roommates and the landlord. ________________________(initial)

QUIET HOURS

All roommates agree to observe quiet hours for sleep
Weeknights: _______ P.M. - _______ A.M.
Weekends: _______ P.M. - _______ A.M.

PETS

The following pets are permitted: ______________________
& are the responsibility of: ______________________ (if allowed in the lease!)

SMOKING

Is smoking in the apartment allowed? ______________________
(If allowed in the lease!)

HOUSEHOLD CHORES

We agree to clean the dishes right after use: _______ (initial)
We will do chores in the common areas (take out trash, clean out fridge, clean floors, etc.): _______ twice per week
________ once per week _______ every other week

FOOD SHARING

We will share grocery bills: _______yes _______no
 _______ only when asked
  (we do not recommend doing this)
We will share condiments & spices: _______yes _______no
 _______ only when asked
We will share food items: _______yes _______no
 _______ only when asked

OTHER SHARING

We will share pots, pans, & dishes: _______yes _______no
We will share cleaning supplies: _______yes _______no
We will share laundry supplies: _______yes _______no
We will share clothing & personal items: _______yes _______no
 _______ only when asked

CONFLICT

Discuss:

◆ How should I bring up something that bothers me?
◆ What are your standards for cleanliness?
◆ What are you like when you are grumpy?

Tips for Successful Dispute Resolution

1. Start right. Set a time to talk when it is good for everyone.
2. Everyone involved is an equal and should have equal rights to be heard.
3. Look at each other’s perspective. Ask your roommate to put themselves in the shoes of others.
4. Avoid blaming each other.
5. Talk about actions which can be changed rather than personality. “You leave your books all over.” is not, “You are a lazy slob.”
6. Don’t team up with one roommate against another.
7. Don’t psychoanalyze your roommate. Avoid, “Maybe you don’t realize this about yourself…”
8. Don’t put anyone on the spot with insisting on an immediate response to your demands.

You don’t have to do this all by yourself! The Office of Student Conflict Resolution can help. They provide mediation services and advice to roommates experiencing issues.

www.ConflictResolution.illinois.edu