

ROOMER/LANDLORD AGREEMENT

*This form applies if a roomer is living with a homeowner, or a member of the homeowner's immediate family, and sharing a kitchen and/or bathroom with the homeowner. The Tenant Protection Act does **not** apply to such an agreement, which is a license, not a lease.*

BETWEEN THE **LICENSOR**: _____
HEREINAFTER CALLED THE "**LANDLORD**"

AND THE **LICENSEE**: _____
HEREINAFTER CALLED THE "**ROOMER**"

AGREEMENT:

The Landlord agrees to rent to the Roomer and the Roomer agrees to rent from the Landlord accommodations at the following address:

_____ in the City of _____.

USE OF ACCOMMODATION:

The Roomer agrees to use the rented accommodations as a residential dwelling and for no other purpose, and to abide by the covenants, rules and regulations of this agreement. The roomer cannot interfere with the landlord's reasonable enjoyment of the property.

The common areas that may be used by the Roomer (*e.g. bathroom, kitchen, hall*) are:

TERMS OF RENTAL:

(Use Option #1 for a fixed rental period, with a specific end date. Use Option #2 for an ongoing/continuing period, with no specific end date)

Option #1: The Roomer will use the rental accommodations for the term beginning the _____ day of _____, 20____, and ending the _____ day of _____, 20____, subject to the terms of this agreement.

--- **OR** ---

Option #2: The Roomer will use the rental accommodations starting the _____ day of _____, 20____.

60 days written notice will be given by either party in order to terminate this agreement on the last day of the month in which the 60 day period expires.

PAYMENT & AMOUNT OF RENT:

The Roomer agrees to pay rent to the Landlord on a weekly / monthly (**circle one**) basis.

The rent **includes** (*e.g. heat, hydro*) _____

The rent **excludes** (*e.g. phone, cable, Internet*) _____

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Rent will be due on the _____ day of every week / month (*circle one*).

The rent will be \$ _____ per week / month (*circle one*) until _____ (*date*).

CONTENTS OF ROOM(S) BEING RENTED:

Description of room(s) and location within the premises are as follows (*e.g. middle bedroom 2nd floor north side*):

In this room, items owned by the landlord are: _____

LANDLORD'S RESPONSIBILITY

The landlord is responsible for providing and maintaining the rented premises in a good state of repair to comply with all applicable health and safety standards. Heat must be maintained at 21degrees Celsius in all occupied areas.

ROOMER'S RESPONSIBILITY

The roomer is responsible for ordinary cleanliness of the rented premises and for the repair of damages incurred by the roomer or their guests. The roomer is also responsible for providing insurance on personal belongings.

PARKING:

- No parking
- Parking will be provided for the Roomer. The designated parking area is:

LAUNDRY:

- No laundry facilities
- Use of washer and dryer, (*restrictions, if any*) _____

HOUSE RULES & AGREEMENTS: (*e.g. noise, pets, smoking, overnight guests, use of kitchen*)

(Additional rules & agreements to be listed and signed on Page 3, comprising part of this license)

THIS AGREEMENT SIGNED ON THE _____ DAY OF _____, 20 ____

Landlord

Roomer

I HEREBY ACKNOWLEDGE RECEIPT OF A FULLY EXECUTED ORIGINAL COPY OF THIS AGREEMENT

THIS _____ DAY OF _____, 20 ____.

Roomer

TIPS FOR RENTING A ROOM IN A LANDLORD'S HOME

Open and honest communication, right from the start, is the key to a successful relationship.

Legislation

When someone rents a room where they are living with the landlord, or a member of the landlord's immediate family, the arrangement is a **license** between the landlord (**licensor**) and the roomer (**licensee**). *Neither the Tenant Protection Act nor the Commercial Tenancies Act applies.*

House Rules

Clearly identify what the house rules and agreements are and include these as part of the rental agreement. Be sure to have this document signed by both parties. Once established, these house rules **should not** change unless agreed upon, in writing, by both parties.

Overnight Guest Policy

Include the overnight guest policy in the house rules & agreements - are guests permitted, if so how many? How often?

Laundry Privileges

Specify the laundry privileges - if necessary, specify a day and time each week when the roomer can do laundry. How many loads allowed per week? Is there an additional charge?

Parking

If parking is provided, it may be helpful to designate a spot in the driveway for each vehicle. If vehicle shuffling is necessary, will the roomer and landlord have access to each other's car keys?

Smoking and Pets

Specify whether or not smoking is allowed. In which rooms? Outside only? Are pets allowed?

Name, Address and Phone Number of Your Student

The landlord should be provided with the roomer's full name, home address and telephone number, as the University cannot release personal information should they need to be contacted at a later date, or in the event of an emergency. Does the roomer have a friend who is a local contact in case of emergency?

Entry of Their Room

Specify under what circumstances the landlord will enter the roomer's room? In case of fire or other emergency? If they go away for the weekend and leave a window open? Regular cleaning? Both parties must be respectful of each other's right to privacy.

Phone, Cable or Internet Connection

Specify what services are provided, if they are shared, any rules for sharing, how costs are shared.

Candles and Incense

Agree upon whether or not candles or incense may be burned, and if so when/where.

Recycling and Waste Collection

Roomers need to be informed about Guelph's Wet-Dry+ system, and to sort their waste accordingly.

Landlord - Roomer Disputes

Although the Off-Campus Housing Office will not get directly involved in disputes, the staff can offer information to both parties and can make referrals for you for mediation or other services/support.