

ROOMMATES

Sharing an apartment with a friend or an acquaintance can be fun and economical. However, be aware that in a lease situation all parties have to agree to a change in the terms of the tenancy. For example, one tenant and the landlord cannot agree to remove the other tenant's name from the lease. Similarly, even if the tenants agree that one tenant can leave, and ask that the tenant's name be removed from the lease, the landlord is not obligated to agree.

All tenants are responsible for the lease to the end of the tenancy. For instance, an eviction can be issued if one tenant refuses to pay rent – whether or not that tenant continues to live there - and if the other tenant cannot or will not pay full rent. The landlord can also sue one tenant or both tenants for lost rent.

In the event of such a situation, know that if you find yourself as the innocent tenant and either pay the full rent until the end of the lease, or are evicted, you can hold the other tenant responsible for damages. These damages can include the rent paid for the defaulting tenant, or the rent owed to the landlord because both tenants were evicted. Should the landlord sue only one tenant, that tenant can sue the other tenant for his/her share of the damages and join the suit to the landlord's suit so that both tenants have to appear before the judge.

How can you minimize potential problems with your roommate(s)?

- Have a clear understanding of each other's lifestyles. Make sure that all parties agree to how the apartment is to be managed, and what is to be expected of each roommate – for example, questions about guests, parties, noise, and cleanliness.
- If possible, each tenant should share with the other a current credit report, references and evidence of job history and income that would warrant a partnership. Most apartment complexes will require that both tenants be qualified (have good credit, sufficient income, etc.)
- If one tenant has sufficient income to rent the apartment alone, and the landlord is agreeable, then that tenant may wish to be the only signer of the lease, and rent to the other tenant on a month-to-month basis. If the relationship does not work out, then it can be easily terminated and the lease signer is free to seek another roommate.