

ROOMERS AND BOARDERS: NEGOTIATE YOUR TENANCY!

The Residential Tenancies Act, the law governing the legal and financial relations between landlords and tenants, does not cover landlords or tenants when the living arrangements involve sharing a kitchen and/or a bathroom with the owner or a member of the owner’s immediate family. Before you agree to rent a room in a private home, or live in a house where a housemate or the housemate’s parents own the property, the prospective landlord and tenant need to clarify assumptions. If you are in doubt about an issue related to sharing accommodations, ask questions! The topics below are not intended to be a comprehensive list but rather a starting point for a candid conversation between the parties negotiating the living arrangement. If other considerations are relevant use another page. Once an agreement is negotiated the tenant and landlord complete two copies (an original for each) that confirm the binding understanding and agreement of the prospective living arrangement.

Before you go any further discuss your likes and dislikes and determine if you can live with each other.

LIFESTYLE CONSIDERATIONS: What traits about your lifestyles may make you and your landlord/tenant potentially incompatible? Some differences can be overlooked, while others build resentment and make for an unhealthy and unhappy living arrangement.

Smoking: is there smoking allowed on the premises, even outdoors.	
Alcohol and Drugs: what is tolerated on the property, including outdoors	
Guests: Can friends or partners (of either party) spend the night? Is there a restriction on number, time of day or length of stay of guests?	
Allergies: Is anyone in the home allergic to animals, foods, or scents?	
Personal Schedule: Does one person expect quiet at night while the other wants to work/cook/listen to music	
Religion and Beliefs: Are any of your practices or beliefs in conflict that can't be mitigated?	
Food likes and dislikes: Will the cooking or storing of some foods be intolerable to one or the other?	
Media preferences: Will your music, internet use, movie or gaming choices be compatible?	

THE ACCOMMODATION: What living and storage space is for the use of the tenant?
Please note any restrictions or conditions such as hours of use, number of guests, methods and locations of food storage.

<i>For Tenants' Use</i>	<i>Yes/No</i>	<i>Conditions/Restrictions</i>
Bedroom/Closet		
Bathroom/Cupboards		
Kitchen/Cupboards/Utensils		
Entranceway/Closet/Storage		
Living Room/Lounge		
Dining Room		
Other (Family/TV)Rooms		
Back and Front Yards		
Car and Bike Parking		
Storage (Basement/Attic/Shed)		
Fridge/Freezer		

The following items (indicate yes or no) are for the shared use of all occupants of the home. Please note below if there will be an additional fee (cost per load for laundry, shared cost of milk or dish soap) or restrictions on the hours or nature of use.

Stove/Oven		
Microwave		
Small Kitchen Appliances		
Dishwasher		
TV		
Clothes Washer and/or Dryer		
Common Food Items		

The following furnishings are supplied for the tenants' use for the duration of their stay. * Please note the present condition of the furnishings including damage. Except for normal wear and tear, the furnishings should be in the same condition at the end of the tenancy. Present damage is NOT the responsibility of the tenant.

The following utilities and services have restrictions on use (amount of internet usage, temperature and duration of showers/bathing, number and timing of laundry use) The details of such restriction are noted below. If no restriction is in place please indicate with "NONE". If the listed service or utility is not part of this agreement please indicate N/A.

<i>Item</i>	<i>Yes/No</i>	<i>Condition</i>	<i>Utility/Service</i>	<i>Conditions/Restrictions</i>
Bed			Heat	
Bed/Bath linens			Hot/Cold water	
Dresser			Electricity	
Desk/Chair			Cable TV	
Table			Cable Internet	
Lamp			Other	

THE RULES:

What are the expectations regarding standards of cleanliness from both tenant and landlord? Who is responsible for cleaning what area, how often and in what manner? Note: the two areas that usually present the greatest discord are the kitchen and bathroom.

What are the expectations regarding privacy and security? Take into account privacy issues such as quiet study or religious observances as well as agreement on securing bedroom/bathroom doors, windows, entrance doors, etc. What are the rules regarding entry to private spaces such as the bedrooms?

What are the rules regarding personal belongings? This would include things like clothing, cameras, and bicycles.

THE COSTS: What fees are associated with this agreement? How and when are those fees to be paid? Are there any other arrangements, which do not involve money but rather an exchange of service (childcare, home maintenance), associated with this agreement?

Rent per month	
Charge for heat/water/electricity if extra	
Parking	
Laundry	
Cost of shared items (toilet tissue etc.)	
Other	
TOTAL	

A deposit for last month's rent in the amount of _____ has been paid as of the signing of this agreement.

or

A deposit for last month's rent in the amount of _____ is due by _____

or

A deposit for last month's rent is not required. _____

Acceptable methods for rent payment. _____

THE SIGNING OF THE CONTRACT:

This tenancy agreement outlines the conditions, expectations & restrictions between,

LANDLORD (full name and mailing address)

- and -

TENANT (full name and permanent mailing address)

For the rental of living accommodation at

Tenancy begins (day, month, year) _____

Tenancy finishes (day, month, year) _____

If, for any reason, this tenancy cannot continue, the landlord and tenant agree that 60 days' notice in writing is required from either party.

Any deficiencies in the expectations forming part of this agreement shall be communicated in writing to the other party.

We the undersigned agree to the terms as laid out in this document:

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Witness: _____ Date: _____

Either party can initiate revisions to this agreement to reflect changes affecting the reasonable enjoyment of the property. All changes must be in writing.