

Roommates and Joint Liability

Before you consider having a roommate, you should talk to your landlord to confirm that roommates are allowed within the terms of your lease. Once this has been established, you should become aware of the legal implications.

If only one person signs the lease, that person is solely responsible for the entire rent and other conditions of the lease and is technically subletting to any other roommates.

If more than one person signs a lease, each are responsible for all the conditions on the lease. Meaning, each tenant is responsible for all rent and any damages. So, if one person does not pay the rent, the other roommates are responsible for payment of that person's share or they are all subject to eviction for non-payment of rent. It is up to the other tenants, not the landlord, to collect from the non-paying tenant. By the same token, if one tenant damages the premises, the landlord may deduct the damages from the tenants' collective security deposit without determining or considering who did the damage. Again, it is up to the other tenants to collect for the damages from the tenant who caused the damage.

It may be wise to protect yourself and your roommates by designing a written contract that spells out roommates' obligations to each other, such as what portion of rent each will pay, responsibility for damages, division of payment for utilities, duration of the rental period, responsibility for finding a replacement upon early termination, and payment of rent until replacement is found.