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) ___________________________________________________

(Continued on Page 2)
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___.

____________________________________________________________________________________

(Continued on Page 3)
ADDITIONAL HOUSE RULES & AGREEMENTS:

(It is strongly recommended that all house rules and agreements be clearly understood by both parties and included in this license. For instance, if all parties agree that the temperature in the premises should be lowered at night to save energy and costs, the reduced temperature and time it will be in effect should be specified.)

________________________________________
Landlord

________________________________________
Roomer

________________________________________
Date
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.