



Co-Tenants

When you sign a single lease agreement with another individual or several others, you are considered co-tenants. With respect to your relationship with the landlord, most leases hold each tenant fully and independently liable to the landlord for all expenses associated with the rental unit. This type of liability is known as joint and several liability and gives the landlord the right to hold each of the tenants fully responsible for rent, utilities, damages, etc. regardless of which individual may be responsible.

While the lease agreement controls your relationship to the landlord, co-tenants can enter into agreements with one another that reflect their responsibility to each other during the lease agreement in a way that is different from the joint and several liability that will be imposed by the lease. Entering into a co-tenant agreement will not modify your liability to the landlord, but it will serve to document what your responsibilities are to each other.

It is usually the intention of co-tenants to honor their agreements and live up to their obligations to their roommates when they begin a lease. However, situations arise, disagreements manifest, and people sometimes have difficulty meeting their financial obligations or choose not to do so. When that happens, co-tenants can greatly benefit from having a written agreement that accurately reflects their financial arrangements with each other.

Attached is a template that you can use to create your own co-tenant agreement. When drafting such a contract, you should consider the following:

- Rent – What is everyone’s share of the monthly/quarterly rent? Who is responsible for paying it to the landlord and when? How will late fees be paid?
- Utilities – What utilities are needed? Who will put them in their name? How will they be paid and in what proportion?
- Use of space – Who is assigned to what bedroom? How will common areas be shared?
- Chores – Who is responsible for cleaning and when?
- Food and household supplies – Will you share in the expenses associated with food, cleaning products, etc? If so, how will that be determined? Who will purchase these items and when?

- House rules – Are overnight guests permitted? What about long term guests or live-in boyfriends or girlfriends? If so, when and for how long? Other limitations on visitors? Parties? Are there designated quiet times?
- Security deposit – will the refund be distributed equally?
- Pets – First, what does your lease say? If they are permitted? Who is responsible for the pets and any damage that is caused?
- Assignment of lease obligation – if a tenant wants to break the lease, does he/she still pay rent or have an obligation to find a replacement? Do other tenants all have to approve the replacement?

Before signing a lease with someone else, make sure that you know that person and that their lifestyle choices are consistent with your own and that you will be compatible living in the same location. Living with someone you don't know well, or don't know as well as you thought you did, can prove challenging. Commit to working through disagreements by being respectful, direct, and honest with one another. If you are unable to work through disputes, consider mediation. Mediation relies on the expertise of a third party to facilitate a productive conversation among the parties to assist them in resolving their differences. Mediation is available at the Center for Student Legal Services or through the Office of Ohio University's Ombudsman.

INFORMATIONAL PACKET ONLY PERTAINS TO OHIO LAW. THIS PACKET PROVIDES GENERAL INFORMATION ABOUT OHIO LANDLORD/TENANT LAW AND IS NOT TO BE CONSTRUED AS LEGAL ADVICE. IF YOU NEED LEGAL ADVICE, PLEASE CONTACT AN ATTORNEY. THE LAW MAY HAVE CHANGED SINCE THE DATE OF THIS PUBLICATION. 05/2011

Visit our website at www.studentlegalrights.org for more information.

**Center for Student Legal Services
50 South Court St. Suite D
Athens, OH 45701
(740) 594-8093**

CO-TENANT AGREEMENT

This agreement is made on _____ (date) by and among the following co-tenants to a lease for _____ (address of rental property), which is effective from _____ to _____ (dates of lease term):

- | | |
|----------|----------|
| 1) _____ | 2) _____ |
| 3) _____ | 4) _____ |
| 5) _____ | 6) _____ |

Each of the above-named tenants understands that this agreement is a legally binding contract and is enforceable by and among the co-tenants, but it does not alter the obligations contained in the lease agreement with our landlord. This agreement will not protect the co-tenants individually or collectively from their obligations to the landlord.

Security deposit: The total security deposit is \$_____. That amount is shared in the following way: _____.

Each co-tenant takes responsibility for the damages that s/he or her/his guests cause(s) and will reimburse the other roommates for any security deposit withhold by the landlord that is associated with such damage.

Rent: Total rent due is month/quarter is \$_____. That rent is due on _____.

That rent will be divided among all co-tenants as follows: _____

_____.

Rent will be paid to the landlord by _____.

Late fees: If the landlord assesses late fees for rent that is paid late, those late fees will be the responsibility of _____.

Utilities: The following utilities will be available at this rental unit:

Gas: _____ will be in the name of _____. Each co-tenant will be responsible for _____ % of this bill including hook up charges, late fees, and deposits.

Electric: _____ will be in the name of _____. Each co-tenant will be responsible for _____ % of this bill including hook up charges, late fees, and deposits.

Water/sewer: _____ will be in the name of _____. Each co-tenant will be responsible for _____ % of this bill including hook up charges, late fees, and deposits.

Cable: _____ will be in the name of _____. Each co-tenant will be responsible for _____ % of this bill including hook up charges, late fees, and deposits.

Internet access: _____ will be in the name of _____. Each co-tenant will be responsible for _____ % of this bill including hook up charges, late fees, and deposits.

House Rules: _____

Household Chores: _____

Substitution of Co-Tenant:

Tenants agree that they will be able to assign their rights and obligations under this lease to persons who are not currently tenants (check the applicable provision)

_____ only with permission of the other co-tenants

_____ without the permission of the other co-tenants

Should co-tenants not grant permission to the third party to assume the lease, the parties agree that:

Co-tenants _____ WILL be solely responsible for payment of all rent

_____ WILL NOT be solely responsible for payment of all rent and the co-tenant assigning the lease will remain responsible for his/her share of the rent until an acceptable replacement is found.

Additional agreements: _____

Signed on _____ (date) by:

Signature

Signature

Print Name

Print Name

Permanent address:

Permanent address:

Signature

Signature

Print Name

Print Name

Permanent address:

Permanent address:

Signature

Print Name

Permanent address:

Signature

Print Name

Permanent address:

Signature

Print Name

Permanent address:

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