

ROOMMATES – A HOW-TO GUIDE

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A. WHY ARE YOU THINKING ABOUT A ROOMMATE?

1. Money only
2. Companionship
3. Both money and companionship
4. Helping someone out, i.e., a homeless person, a child, a grandchild
5. Having help with your home maintenance
6. Having help with your own caretaking
7. Understanding clearly why you want a roommate and what you want from a roommate will help you decide whether and which person is the right person for you. Many people get subtly bullied or talked into letting someone stay in their home against their better judgment.

B. HOW TO SCREEN A POTENTIAL ROOMMATE

1. Background checks – not just criminal, but credit and court
2. Application process – what are your criteria? No felonies? No misdemeanors? Credit score? Evictions in the past? Owing money to a past landlord? Employment? Income qualification? Age? Sex?
3. Roommate Questionnaire
 - a. Not covered by Fair Housing
 - b. Trust your gut
4. References – sometimes people you know in common can be the best leads

C. SUSTAINING A ROOMMATE RELATIONSHIP

1. Creating successful leases/roommate agreements. Remember: just as good contracts create peace in the community, good leases and written rules create good roommates, because then, everyone understands their rights and responsibilities. Don't let someone move in without a lease and house rules and the payment of the rent and the security deposit.
 - A. Terms to include in a lease
 - a. House rules – noise, guests and overnight guests, parking, smoking – cigarettes and marijuana
 - b. Right of entry into roommate's space or roommate into your space
 - c. The term of the lease – perhaps month-to-month as a trial period before signing for a longer term
 - d. Form of notice and communication. Written? Emails? Texts? Remember, this is a unique relationship, and is a business relationship as well as a personal relationship. Don't just trust; that attitude is foolish.
 - e. Use of utilities, including cable and internet. Who pays?
 - f. Use of house space, including storage and garage
 - g. Chores – including a “what if” clause if the chores aren't shared as agreed to in the lease
 - h. Warranty of Habitability issues. A tenant can agree in writing to performing some repairs and maintenance.
 - i. Can the tenant sublease?
 - j. Always write the lease to say “the tenant will do . . .”. Don't write the lease by saying “the landlord will do . . .”.
2. Avoiding roommate disputes
 - A. Pets and service and companion animals
 - B. ADA and reasonable modification
 - C. Sex with roommates. Roommates and sex with guests.

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- D. Many situations arise in which there is no clear wrong-doing by either party and there is no “legal” answer. Remember, tenants are always temporary, landlords are always permanent.
- E. As people age or become sick, other types of problems may arise
- F. Choose your battles

D. SUCCESSFULLY PARTING WAYS

1. The ending of the relationship often causes the most problems
2. Termination clause – fees, buy-outs. What happens when it just isn’t working out?
3. Walk-throughs? Protect yourself proactively as a landlord and as a tenant.
4. Security deposit return – what can it be used for? Never waive payment of a security deposit when a tenant moves in, and don’t use the security deposit for the last month’s rent. Tenants often expect to have their security deposit returned immediately to help them with their next rental.
5. Self-help/lock-outs. Can a roommate padlock their room? Can a landlord or a tenant use security cameras? Police won’t help lock someone out. Eviction is the only way to remove someone from a place in which they have been living. Sometimes, protection orders are used as a way to evict a roommate – don’t let it get to this point.
6. Holdovers
7. What should be done with abandoned property, junk left behind. Does the landlord have any responsibility to hold property or liability if the landlord throws the property away?