Q. What should I know before signing a lease jointly with other roommates?
A. Unless you have a lease in YOUR NAME ONLY, you sign and agree to assume responsibility for each of the co-tenants who have also signed the lease. This means you are “jointly and severally bound” to adhere to the terms of the lease regardless of personal changes that may occur during the term of your lease. Ask the property manager or landlord to explain this concept if you are unclear about what this means. For example, if one roommate doesn’t pay rent, the remaining co-tenants named on the lease are liable to the landowner for all the rent. If two roommates don’t pay the rent, the remaining co-tenants are responsible for all the rent, and so on. A landowner can hold all co-tenants responsible for the negative actions (i.e.: not paying rent or damaging the rental property) of just one tenant, and can terminate everyone’s tenancy with the appropriate notice.

Q. One of our roommates dropped out of school and just “moved out.” She won’t answer our phone calls, and has not paid rent or joint utilities. Do we have to pay her portion of the rent?
A. Yes. As stated in the previous question, a landowner can hold all co-tenants responsible for the negative actions (i.e.: not paying rent or damaging the rental property) of just one tenant, and can terminate everyone’s tenancy with the appropriate notice. Your recourse is to document all attempts to contact her, track her unpaid portions, and consult with the Small Claims Court advisor about your options for recovering damages from the absentee roommate.

Q. What is the process for evicting a roommate or unofficial roommate?
A. As a general rule, only the landowner can evict tenants. This means that roommates who want to evict another co-tenant cannot use the legal eviction process. It is customary that the entire household unit is named in an eviction action. Be careful about inviting individuals to stay with you for extended stays. Removing a roommate can be difficult without his/her cooperation and without finding a new roommate replacement or without agreement by all other tenants to pay the additional monthly rent amount of the departing roommate. Be sure to obtain permission and the instruction of management for any tenant changes you are considering. Having long-term guests or unofficial roommates jeopardizes all co-tenants on the lease for potential eviction by violating the lease terms that usually limit the amount of time a guest may stay.

Q. Can I call the police to remove someone from my apartment who is no longer welcome?
A. Based on the type of allegations you are claiming, the police may arrive to determine if there has been a crime, however if there is a roommate or friend dispute and no law has been broken, the police will advise you that it is a civil matter.

Q. How can I enforce the roommate agreements we made regarding timely payment of rent and utility amounts, space usage, completion of chores, tolerance of noise and having overnight guests.
A. Unfortunately, the landlord is not bound by these agreements and has no power to enforce them. Written agreements about co-tenant obligations and chores may help clarify questions
Q. I’m transferring to another campus mid-year, have found 3 different replacement roommates but my current roommates say none of them “fit in” with the household. I think I’ve done my part to find a replacement, and cannot afford to pay for two places. Property management says it is between me and my roommates and will not intercede. What can I do?

A. These are the types of issues that need to be discussed hypothetically before signing a lease with others. Unforeseen circumstances will require everyone to act in good faith and make an effort to resolve issues such as these that may arise. Document all your efforts in writing, and keep all written correspondence. If you leave and do not contribute to rent or take yourself off of the lease, you risk facing consequences at a later date because you remain liable under the lease even though you no longer reside at the premises.

Q. I am the new roommate in a household where my 3 co-tenants have lived for one year. The roommate who just moved out says I pay him directly for my portion of the security deposit. Is this right?

A. Always check with management about sublet and lease assignment agreements, including the disposition and transfer of a security deposit portion. It is often customary that when one tenant is being removed and another added on to an existing renewal, the security deposit portion is handled between the departing and incoming roommate. If there is extensive damage in the dwelling or you see conditions that lead you to believe that the security deposit may not eventually be returned, be prepared to accept liability for damages perhaps even above your security deposit amount, once you sign on as a co-tenant.

Checklist of items to discuss with prospective roommates:

- Utility usage and division for payment
- Smoking
- Drug/alcohol use in the household
- Standard of neatness
- Health or diet issues
- Energy conservation
- Overnight guests
- Noise level – TV, music, phone conversations
- Pets
- Sharing or borrowing of personal items like shampoo, food, dishes.
- Special rules when sharing a bedroom
- Etiquette in communication, returning texts, phone calls, leaving notes
- How to be honest yet tactful about feelings.
- Privacy
- Habits and preferences about studying – at home or in the library?
- Are you a “morning” or “night” person? How to compromise?

Many issues or problems between roommates can be successfully resolved with the assistance of a neutral third party in a process known as mediation. For residents of Davis, the non-profit organization Yolo Conflict Resolution Center provides low cost, confidential and voluntary conflict resolution services. To request this service and for more information, call (530) 564-2324.