

# Dealing with a problem roommate Q&A

Having roommates is a good way to help out with housing costs but can be a challenge if you and your roommate don't get along. The following fact sheet provides important information for tenants with a problem roommate.

## **Q -I have a Roommate from Hell...what can I do?**

A – This situation may be more complicated than you think. The *Residential Tenancy Act* does not apply to living situations where the tenant shares accommodation with the owner of the house or apartment. This means if you are not the owner and have rented a room to a person who is not a joint tenant or co-tenant who shares the rental unit with you, you may actually be a landlord. The roommate from Hell may be your tenant, not your roommate. You can be a landlord even if you are not an owner, caretaker, or property management agent.

## **Q – How can I tell if this person is my tenant or my roommate?**

A – If you share your living space with another person who is not included in your tenancy agreement and he or she pays rent to you for a room, you are likely a landlord in this situation. You will have to follow the law as any other landlord does. Contact the Residential Tenancy Branch.

## **Q – I let a person move in with me and they are not on the tenancy agreement. However, he pays rent directly to the landlord and not to me. Is he my roommate or my tenant?**

A - If this person pays rent directly to your landlord who accepts the payment, they are now likely a co-tenant as well as your roommate.

## **Q – I never took a security deposit from my roommate. How can I be their landlord?**

A – It makes no difference if you took a security deposit or not. Some landlords don't require security deposits.

**Q – What if we are both on the written tenancy agreement and pay separate rent payments to the landlord. Is this person my roommate?**

A – They can be your roommate, or joint-tenant, and also the co-tenant. If you both pay rent separately to the landlord, but you are each paying a portion of the rent, then you will probably be considered ‘joint tenants’. This means you are jointly liable for the full amount of rent and any damages to the rental unit. A Notice to End Tenancy given by one, ends the tenancy agreement for all.

If you are both on the written tenancy agreement and it shows individual rent amounts for each tenant, then you may be found to be ‘tenants in common.’ As tenants in common, you have a common responsibility to the landlord, but you are only responsible to the landlord for your stipulated share of the rent and each of you can end your tenancy individually, without ending the tenancy of other tenants in common. Most tenancies are ‘joint tenancies.’

**Q – My roommate is on the tenancy agreement with me and I want him to move and he won’t. What can I do?**

A – You may want to seek legal advice on how to deal with this kind of dispute as the *Residential Tenancy Act* does not apply to disputes between roommates. If you can’t get along, it isn’t the landlords’ problem or his or her responsibility to deal with the dispute. It’s up to you and your roommate to work it out.

**Q – My roommate and co-tenant said he is ending his tenancy in writing with our landlord and that I will have to move too. Is this right?**

A – Yes. Unless you and your landlord agree to change the existing agreement or enter into a new tenancy agreement, you may have to move as well. If you don’t move and the landlord accepts rent from you, he or she has more than likely reinstated your tenancy. The exception to this is if the landlord writes on your rent receipt “Accepted for Use and Occupation Only. Tenant must vacate by (date)”. You will have to move on the date given.

**Q – What if I move out without written notice because I can’t get along with my roommate/co-tenant?**

A – Co-tenants are jointly responsible and liable for any debts or damages caused by either tenant. If you move without proper notice and your roommate

causes damages, you will be equally responsible for any costs to the landlord.

For further information on this subject see Residential Tenancy Branch Policy Guidelines #9- [Tenancy Agreements and Licenses to Occupy](#), and #13- [Rights and Responsibilities of Co-tenants](#).

**Fact Sheets in other languages are available through TRAC.**

This fact sheet explains the law in general, but you should not use it as legal advice. Each situation is different, and you may need to get legal help.

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