

**Instructions:**

This agreement was designed for the situation when **all the housemates sign one tenancy agreement**. If the housemates sign separate tenancy agreements, this document will need to be modified. In any event, this document does not bind the landlord in any manner whatsoever nor act to relieve any housemate from their responsibilities to the landlord. The document only governs the relationship between the housemates. **The completed agreement should be taken to a lawyer for review before it is signed.**

**HOUSEMATE AGREEMENT**

**BETWEEN** \_\_\_\_\_ **and** \_\_\_\_\_

**and** \_\_\_\_\_ **and** \_\_\_\_\_

We are the tenants of \_\_\_\_\_ in the City of Hamilton, Ontario, in accordance with the terms of a Tenancy Agreement with \_\_\_\_\_ (the Landlord), dated at the premises from \_\_\_\_\_ 2\_\_\_\_\_ to \_\_\_\_\_ 2\_\_\_\_\_. To the extent that any part of this agreement conflicts with the provisions of the Ontario Residential Tenancies Act, or with any remainder of the agreement being valid and enforceable.

**RENT** - It is hereby agreed that our rent obligations will be apportioned as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OTHER CHARGES** - It is agreed that our obligations with respect to the costs of:

\_\_\_\_\_  
\_\_\_\_\_

will be apportioned as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ROOMS** - It is agreed that the following persons shall occupy the following bedrooms during our tenancy:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OBLIGATIONS** - It is agreed to divide our household responsibilities such as:

\_\_\_\_\_  
\_\_\_\_\_

in the following manner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUMMER MONTHS** - It is agreed that the following provisions will govern our occupancy of/ responsibilities toward the premises during the period from \_\_\_\_\_ 2\_\_\_\_\_ to \_\_\_\_\_ 2\_\_\_\_\_.

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**SUBLETTING** - It is agreed that subletting of the premises will be arranged in the following way:

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**HOUSE RULES** - It is agreed that the following rules will apply for the period of our occupancy at said premises:

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**VACATES EARLY** - It is understood that each housemate is responsible for his/her portions of the rent as per section (1) above until the end of the lease term. Should a housemate vacate before the end of the agreement, it is understood that she/he will be responsible to the other housemate(s) for the accruing rents to the end of the Tenancy Agreement. **IN ACCORDANCE WITH THE TENANT PROTECTION ACT, THE REMAINING TENANT(S) SHALL BE RESPONSIBLE TO THE LANDLORD FOR ANY SHORTFALL IN RENT CAUSED BY A VACATING TENANT.**

**DISPUTES** - Disputes will be resolved in the following manner:

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Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_\_, Hamilton, Ontario.

By signing this agreement, the parties confirm that they have read, discussed, and understand their obligations and rights under this agreement, and that this agreement, together with the Tenancy Agreement referred to above, constitutes the entire agreement between the parties.

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TENANT / HOUSEMATE

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WITNESS

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TENANT / HOUSEMATE

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WITNESS

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