

Roommate agreement (Los Angeles, CA)

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ROOMMATE AGREEMENT

This Roommate Agreement (this "Agreement") is made in the State of California on [DATE] among the following individuals (each a "Roommate" and together the "Roommates"):

[ROOMMATE 1 FULL NAME]

[ROOMMATE 2 FULL NAME]

[ROOMMATE 3 FULL NAME]

THIS IS NOT A LEASE. This Agreement does not create a landlord-tenant relationship among the Roommates and does not modify any lease. The lease governs the relationship with the landlord (and, where applicable, the Los Angeles Rent Stabilization Ordinance or LA County RSTPO and the statewide Tenant Protection Act, Cal. Civil Code, AB 1482); this Agreement governs only the arrangements among the Roommates.

1. THE APARTMENT

The Roommates share the residential apartment located at [APARTMENT ADDRESS, UNIT #, LOS ANGELES, CA, ZIP] (the "Apartment").

2. THE LEASE

The lease for the Apartment is dated [LEASE DATE], with landlord [LANDLORD NAME], for a term ending [LEASE END DATE]. The following Roommate(s) are named tenants on the lease: [NAME(S) ON LEASE]. Any Roommate not named on the lease occupies the Apartment as a permitted occupant and agrees to comply with all lease terms. Required disclosures (lead paint, mold, bed bug history, methamphetamine contamination if applicable, and, where the Apartment is subject to the LA Rent Stabilization Ordinance or LA County RSTPO, the applicable registration notice) are attached to the lease.

3. MONTHLY RENT AND SPLIT

Total monthly rent is \$[TOTAL RENT], due to the landlord on the [DUE DAY] of each month. The Roommates split rent as follows:

[ROOMMATE 1]: \$[AMOUNT] / [BEDROOM ASSIGNMENT]

[ROOMMATE 2]: \$[AMOUNT] / [BEDROOM ASSIGNMENT]

[ROOMMATE 3]: \$[AMOUNT] / [BEDROOM ASSIGNMENT]

Each Roommate shall pay their share to [WHO COLLECTS / PAYS LANDLORD] by the [INTERNAL DUE DAY] of each month. A Roommate who pays late shall owe any late fee attributable to that Roommate's share.

4. SECURITY DEPOSIT

The total security deposit held by the landlord is \$[TOTAL DEPOSIT], contributed as follows: [ROOMMATE 1] \$[AMOUNT]; [ROOMMATE 2] \$[AMOUNT]; [ROOMMATE 3] \$[AMOUNT]. Under Cal. Civil Code §1950.5, as amended by AB 12, the landlord generally may not have charged more than one month's rent as a deposit (up to two months' rent only if the landlord qualifies as a small landlord owning no more than 2 rental properties totaling no more than 4 units, and only for an unfurnished unit with no separate pet deposit). When the landlord returns the deposit, each Roommate receives back their contribution, reduced by that Roommate's proportional share of any lawful deductions (unpaid rent or damage beyond ordinary wear and tear) and by the cost of any damage caused solely by that Roommate. Under California law the landlord must return the deposit, or provide an itemized statement of deductions with the balance, within 21 days after the Roommates vacate (Cal. Civil Code §1950.5(g)(1)); since AB 2801, any deduction must be supported by date-stamped move-in and move-out/repair photographs (Cal. Civil Code §1950.5, as amended by AB 2801).

5. UTILITIES AND INTERNET

Recurring shared costs are split as follows, with the named Roommate responsible for keeping each account current and collecting the others' shares:

Electric/Gas: [SPLIT] — account in name of [NAME]

Internet: [SPLIT] — account in name of [NAME]

Other ([SPECIFY]): [SPLIT] — account in name of [NAME]

6. GROCERIES AND HOUSEHOLD SUPPLIES

Shared household supplies (cleaning products, paper goods, [OTHER]) are split [EQUALLY / PER SPLIT] and tracked by [METHOD, e.g., shared expense app]. Groceries are [SHARED AND SPLIT / PURCHASED INDIVIDUALLY].

7. GUESTS AND OVERNIGHT POLICY

Overnight guests are permitted for up to [NUMBER] consecutive nights without the other Roommates' consent. A guest staying longer, or staying more than [NUMBER] nights per month, requires advance agreement of all Roommates. No guest may become a resident, receive a key, or stay in a manner that violates the lease, the LA Rent Stabilization Ordinance's occupancy rules where applicable, or other applicable law.

8. QUIET HOURS AND CLEANING

Quiet hours are [START TIME] to [END TIME] on weeknights and [START TIME] to [END TIME] on weekends. Common areas shall be kept clean; cleaning duties rotate as follows: [SCHEDULE / METHOD]. Each Roommate cleans up after themselves and their guests.

9. ROOMMATE MOVING OUT EARLY

A Roommate who wishes to move out before the lease ends shall give the other Roommates at least [NUMBER] days' written notice. That Roommate remains responsible for their share of rent and utilities until the earlier of (a) the lease end date or (b) the date a replacement roommate, approved by the remaining Roommates and by the landlord as required, takes occupancy. The departing Roommate shall make good-faith efforts to find a suitable replacement. Adding or removing a person named on the lease requires the landlord's consent; where the lease requires consent to add an occupant or sublet and does not state a standard, California law implies that such consent may not be unreasonably withheld (Cal. Civil Code §1995.260).

10. DISPUTE RESOLUTION

The Roommates shall first attempt to resolve any dispute by good-faith discussion at a house meeting. If unresolved within [NUMBER] days, the Roommates shall attempt mediation through [MEDIATION SERVICE / MUTUALLY CHOSEN MEDIATOR] before pursuing any other remedy. This Agreement is governed by the laws of the State of California.

11. ENTIRE AGREEMENT

This Agreement is the entire agreement among the Roommates and may be amended only in a writing signed by all Roommates.

SIGNATURES

[ROOMMATE 1 FULL NAME] Date: _____

[ROOMMATE 2 FULL NAME] Date: _____

[ROOMMATE 3 FULL NAME] Date: _____