

UTA Roommate Handbook

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Why is it important to have a written Roommate Agreement?

Sharing an apartment can be a rewarding and amazing experience. However, because conflict is a natural part of the human experience, even the best roommates can encounter awkward or troublesome situations. Roommate relationships are complex because they often involve financial commitments, personal and shared responsibilities, and respect for other's rights and feelings. In addition, roommate relationships are generally not designed to last forever, so it is important to have an agreement which defines what happens when the relationship ends. A written Roommate Agreement can help roommates establish appropriate expectations of each other and reduce the potential for future conflict.

Isn't it good enough to just have a Lease Agreement?

Having a Lease Agreement is not enough to ensure a positive roommate relationship. A successful roommate relationship begins by clarifying the relationship between individual residents and the University.

In a UTA Apartment, a resident is identified as either a Lessee or as an Additional Occupant. Residents should understand how they are identified on the Lease Agreement and be familiar with their rights and responsibilities. The chart below provides a general overview of some of the distinct differences between a Lessee and an Additional Occupant.

Lessee Rights and Responsibilities	Additional Occupant Rights and Responsibilities
The Lessee is responsible to sign the Lease Agreement with the University.	An Additional Occupant does not sign the Lease Agreement with the University. An Additional Occupant is only listed on the Lease Agreement upon request of the Lessee.
The Lessee is financially responsible to the University for all rent and other charges arising from the Lease Agreement.	An Additional Occupant is financially responsible to the Lessee in accordance with the terms agreed to between the Lessee and the Additional Occupant.
The Lessee has the right to add an Additional Occupant to the lease.	An Additional Occupant may not add any other resident to the lease unless the Lessee approves the change.
The Lessee has the right to remove an Additional Occupant from the lease.	An Additional Occupant may not remove any other resident from the lease unless the Lessee approves the change.

The rights and responsibilities of the Lessee and an Additional Occupant are outlined in more detail in the Lease Agreement, the Terms and Conditions for the Lease Agreement, and the UTA Housing Handbook. Because the rights and responsibilities between a Lessee and an Additional Occupant differ significantly, residents are strongly encouraged to enter into a written Roommate Agreement with each other.

Where can I get a Sample Roommate Agreement?

A downloadable Sample Roommate Agreement is available for resident use and may be modified to suit your preferences. This MS Word document is available for download at:

http://www2.uta.edu/housing/Forms&Docs/SAMPLE_ROOM_AGREE.doc

When should I negotiate and sign a new Roommate Agreement?

It is recommended that a new Roommate Agreement be negotiated and signed whenever either of the following occur:

1. a new Lease Agreement is signed, or
2. an Additional Occupant is added to or removed from the Lease Agreement.

If your future roommate is unwilling to negotiate and sign a Roommate Agreement, that is a good indication that you should look for another roommate.

Should a Roommate Agreement be reviewed by an attorney?

Roommates should negotiate their agreements to reflect their particular situation and needs and should consider having an attorney review their agreement to ensure its legal enforceability. **It is important to note that a Roommate Agreement is an agreement between two roommates, and is not an agreement with the University.** Housing staff are not qualified to provide legal advice. Roommates may wish to have their agreement reviewed by the Student Attorney or by an attorney of their choice.

My roommate and I are having a conflict, what can I do?

The following strategies are suggested as possible methods to resolving roommate conflicts. These strategies should be adopted in the sequence noted. If the first strategy is not effective, you may need to escalate the response to the next level.

Strategy 1: Conflict Prevention

An important step to preventing conflict is to negotiate a written Roommate Agreement before any financial commitments are made. Defining the roommate relationship early will assist you in assessing whether the roommate relationship is a good match. The Roommate Agreement will also assist in establishing a written plan to guide the relationship if any roommate fails to meet their responsibilities.

Strategy 2: Personal Confrontation

Honesty and open communication help resolve problems before they become serious. Listed below are confrontation skills which may assist you in discussing concerns with your roommate.

1. Express your concerns early and often, before tension builds to the point where personal communication is strained.
2. In any conflict it is generally best to examine yourself first and acknowledge where you may have fault in the relationship. Asking your roommate if there is anything you can do to improve the roommate relationship shows that you are willing to work with the roommate in a spirit of cooperation. Listen first, then talk.
3. After acknowledging any faults on your part, it is important to discuss your concerns with the other person in private. While it may be wise to seek counsel before talking to the other person, talking inappropriately about another person to others can be very destructive to the relationship.
4. Suggest positive things you may appreciate about your roommate. People are generally less defensive and more receptive when they know that you care about the relationship.

5. Express your thoughts with language that does not immediately put the other person on the defensive. Use, "I messages." "I messages" are statements about the communicator's feelings, thoughts, observations, perceptions, and reactions. When confronting someone, talk in terms of yourself. For example, "I think," "I feel," "In my experience," "for myself," "I need," "I've observed."
6. Focus on the offending behavior involved, not in making judgments about the other person.
7. Be specific in your description of the behavior and the effect it has on you.
8. State your request clearly. Be honest and direct. Do not explain or apologize unnecessarily.
9. Use appropriate non-verbal behaviors. Show the intensity of your feelings. Look the other person in the eye. Speak clearly, without hesitation, and lean toward the listener while still respecting their personal space.
10. Thank the other person for their consideration of the matter and their future cooperation.
11. Document any changes to your prior agreements.
12. It may be important to remember that you don't have to like the person you're living with as long as you can effectively communicate with each other.
13. Do not engage in name calling or other behavior which would be disturbing to others. If tempers begin to flare, consider moving the discussion to an alternate location or time.
14. If you are not satisfied with the results of your discussion, consider the other strategies noted below.

Strategy 3: Mediation

If your roommate will not respond as necessary after personal and private confrontation, you may need the assistance of a mediator. Mediation is a voluntary way to resolve disputes without giving the decision-making power to someone else (like a judge). It involves sitting down with the other side in the dispute and a third-party who is neutral and impartial (the mediator). The mediator helps the parties identify the important issues in the dispute and decide how they can resolve it themselves. The mediator doesn't tell each person what to do, or make a judgment about who's right and who's wrong. Control over the outcome of the situation stays with the parties. A mutually respected friend, parent, faculty or staff member, counselor, pastor, or housing management staff member may assist with mediation. Professional mediation services are also available for a fee.

Strategy 4: Arbitration

If mediation is unsuccessful, the persons in conflict can agree to arbitration. Generally arbitration is done in an effort to avoid the expense and stress of a more traditional legal remedy. After hearing from the persons in conflict, the arbitrator decides on how the conflict should be resolved. Arbitration can be binding or non-binding. Arbitration can be done by a mutually respected individual when all persons agree to the arbitration relationship. Professional arbitrators are also available for a fee.

Strategy 5: Traditional Legal Remedies

If all efforts previously mentioned fail to resolve the dispute, those in conflict may consider traditional legal remedies. In this instance, disputes would likely be presented in a civil court before the local Justice of the Peace (JP). Attorneys may or may not be involved. In this instance, each person should carefully evaluate whether all other alternatives have been exhausted. Legal remedies are generally costly and highly stressful for all involved. In this instance, having a written Roommate Agreement to present to the judge would be much more effective than trying to explain an agreement that was never put in writing.

Do you have any more suggestions on maintaining a positive roommate relationship?

The web offers a vast amount of information that may be helpful to you in your roommate relationship. You may find assistance by searching on any of the following key words:

- Roommate Agreement
- Confrontation Skills
- Dispute Resolution
- Mediation
- Arbitration
- Legal Advice for Roommates

How can I find a roommate?

The Housing Office does not assign roommates in UTA-owned apartments. The most likely source of roommates will come from your associations on the campus. This may include classmates or other students you have met through a variety of student or professional organizations. If you still want more options, the Housing Office maintains Roommate Books where students can list themselves as interested in one of the following situations:

1. Have an Apartment – Looking for a Roommate.
2. Looking for a Roommate and an Apartment.

Students have also been known to post fliers on campus bulletin boards or at the apartment community mailboxes. You may even consider taking out a classified ad in the Shorthorn.

If your new potential roommate is someone you don't know well, you should always interview each other carefully. You may also consider getting references before agreeing to live together.

What do I do if the Lessee wants to move out, but I want to stay in the apartment?

An Additional Occupant may request to assume the Lease Agreement. Additional information can be found in the Lease Assumption Application Packet that is available from the Housing Office.