

## **CTC POLICY FOR ROOMMATE CHANGES, ADDITIONS OR HOUSEHOLD CHANGES**

All leases at Commonwealth Terrace Cooperative (CTC) are leases where each adult resident is required to sign and be on the lease. There is a limit of no more than two adult residents in any unit, and each resident, whether a member of a household or "family" or roommate, is "jointly and severally" responsible for all obligations of the lease. This means that any one roommate/resident is responsible for all rents due to CTC, to fulfill the term of the lease, and for any damages done to the apartment. Each lease at CTC provides that only persons listed on the lease, and approved by CTC, may live in the apartment. Persons not listed as residents or household members, may live in the unit only with the prior written consent of CTC.

This document describes CTC's policies for adding, subtracting, or substituting a roommate or household member.

### **Roommate Policies and Roommate Households**

Roommate Tenancies. Some tenancies at CTC are roommates where there is no family relationship between the residents. Each resident is generally sharing the space to have an opportunity to reduce rental costs and housing expenses, and to have housing while pursuing studies at the University of Minnesota. A roommate tenancy can also take place where a single resident at CTC seeks to add an unrelated person to the lease to be a roommate. Similarly, a household, such as a parent and a child, might seek to add another person to the household as a roommate.

Roommate addition and change policies are set forth in this document.

Household Change Policies. Other tenancies at CTC are households or families such as a couple living together, either a married couple or other domestic partnership, or other familial relationship such as a parent and child. To determine if there is a familial relationship, CTC may request information to show that a couple is married, is a domestic partnership, or has been living together in a relationship of commitment, financial dependence, and otherwise as a household where the persons take responsibility for each other's housing costs and wellbeing and are not simply roommates where the only connection between the persons is shared housing. For children, a birth certificate is required. This policy outlines procedures for household changes.

### **Requirements for Changes, Additions, Substitutions**

Under your lease, CTC must be notified in advance, and give approval, before any resident may be released from his or her obligations under the lease, or before any person can be permitted to move into the apartment or unit and begin occupancy.

### **Procedure for Household Changes**

The procedure for adding or subtracting a household member, which can include a spouse, domestic partner, or child, is as follows:

1. The occupancy after the household change must be within CTC guidelines of no more than two adults in a unit.
2. Where the person to be added is a spouse, part of a couple with a verifiable relationship of dependence, or child, it will require notification to CTC at least 60 days in advance, so paperwork of the household change can be completed at least 30 days before any move-in or move-out. Copies of photo IDs and birth certificates are required for children being added to a lease. For adult household members, information to substantiate the familial relationship, and photo ID, will be required.
3. No background screening or eligibility requirements are needed to add a household member, as long as one of the residents is a qualified affiliate at the University in accordance with CTC eligibility and University requirements.
4. For departing household members, CTC should receive notice at least 30 days in advance so the removal of the household member on the lease paperwork can be accomplished. The remaining adult household member must meet University eligibility guidelines.
5. There is no administrative fee for timely processing of a household change. The change is reported on a Lease Addendum Household Change Form. However, failure to timely report, and complete paperwork, along with all necessary documentation of the verifiable relationship of dependence and familial or household relationship, will result in an administrative fee of **\$75** being assessed to the lease account for failure to timely comply with this policy and your lease requirements that each resident is responsible for all obligations under the lease, and a resident must give CTC notice before vacating.

### **Procedure for Roommate Additions or Changes**

Procedure for Adding a Roommate. Subject to CTC occupancy standards, a single resident, or resident household, can request to add an unrelated person to the lease as a roommate. A request to add an unrelated person to an existing lease is set forth below.

Procedure for One Roommate Vacating. Each resident is responsible for all obligations under the lease. One resident may not vacate, and be released from the obligations under the lease, unless the other resident agrees, consents, and requests CTC, to release one roommate and allow the lease to continue with one resident. CTC is not responsible, and cannot and will not help, a remaining resident in seeking another or substitute roommate to carry out the financial responsibilities of the rental agreement. If one roommate wants to move, and the other roommate is not prepared to carry the lease alone, then the only proper way for any roommate to be released, is for a notice to be given by both roommate to terminate the tenancy. A 60 day notice is required under the CTC rental agreement.

Where the remaining resident agrees, and gives written consent to one roommate to move, CTC will accept and release the departure of one roommate, subject to the remaining roommate meeting eligibility standards as a University student.

A Lease Amendment showing the roommate change, with an agreement that any security deposit will remain with CTC and with the apartment, and that any patronage refund will remain and go solely the roommate continuing the lease, must be signed on a CTC Lease Amendment - Roommate Change Form.

For any change, deletion, addition, or substitution of roommates, timely advance notice to CTC of 60 days, and completion of all paperwork before the change occurs, must take place along with payment of \$50 administrative fee to CTC for processing the Lease Amendment - Roommate Change Form. Failure to give timely notice, and to process all paperwork before the roommate change place, will result in a charge to the resident's account of \$75.

Procedure for Adding a Roommate. The procedure for adding a roommate is as follows:

1. If there is only one adult resident in the unit, an additional roommate may be added at the resident's request. Where a household of related persons seeks to add a roommate, the additional person must fit within CTC's occupancy standards.
2. An additional roommate must meet the eligibility requirements of CTC as an University affiliate. A roommate cannot be added during the term of an existing lease, without meeting CTC, University student eligibility standards.
3. All paperwork, including photo ID and proof of University student status, will be required and the new roommate will be required to sign a Lease Amendment - Roommate Change Form.
4. An administrative fee of \$50 must be paid and received before the paperwork is processed. If all required paperwork and the fee is not paid in advance, then a \$75 administrative fee will be charged to the resident's account. Adding a roommate without following these procedures, is permitting an unauthorized occupant to live at the property and is a violation of the CTC lease.
5. The new roommate will be provided with copies of the CTC lease, any lease addendums, lead disclosure, CTC policies and other agreements or rules relating to the community.

Request for Substitution of Roommate.

1. A request for a roommate substitution takes place when existing roommates agree amongst themselves that one roommate will leave, and the exiting residents will ask CTC to approve and add a substitute roommate. A request for roommate substitution can also take place when a household of related persons asks for one person to be removed from the lease and for CTC to approve the addition of a roommate.
2. The request for approval of a substitution roommate must take place 60 days in advance so that paperwork can be prepared to release a departing roommate, and add a substitute roommate. This will be done on the Lease Amendment - Roommate Change Form.

3. The proposed new roommate must provide information to CTC including a photo ID and proof of University student status and eligibility.
4. An administrative fee for timely processing of a request for a roommate substitution of \$50 must be paid. If the request is not timely made (60 days in advance of the proposed substitution) an administrative fee of \$75 will be charged to lease account.
5. All roommates, including the remaining roommate, the departing roommate, and the substitute roommate, must sign a Lease Amendment - Roommate Change Form.
6. The substitute roommate/resident will be provided with copies of the CTC lease, any lease addendums, lead disclosure, CTC policies and other agreements or rules relating to the community.
7. The departing roommate must agree that any security deposit will remain with the unit, including the right to receive any patronage refunds which will go to future current residents. The new substitute roommate must agree to accept the unit "as is" and affirm responsibility to CTC, at the end of the lease, for any damages beyond ordinary wear and tear. It is among the existing, departing, and future roommates to sort out any issues about the security deposit, including any potential responsibility for damages that have already been done to the unit, that will not be collected and charged until the unit completely vacated, among the roommates. CTC is not part of this discussion and CTC cannot and will not conduct any inspections or estimates of charges as part of the roommate substitution process.
8. The remaining roommate who will remain in the apartment, will sign the Lease Amendment - Roommate Change Form consenting to the release of the original roommate from continuing liability under the lease, will affirm that the roommates have adjusted amongst themselves any responsibility for the original payment on the deposit, and that the remaining roommate, including any new or substitute roommate, will be responsible going forward for all obligations under the lease and community rules and policies to CTC.