

University of Wisconsin - Madison
DIVISION OF UNIVERSITY HOUSING

UNIVERSITY APARTMENTS ROOMMATE POLICY

The purpose of the Roommate Policy is to allow a single leaseholder to share an apartment with another eligible single. It is not intended, nor is it allowed, to be used by a leaseholder to assign the apartment to another person.

All roommates must be approved in advance by the University Apartments Office. Failure to have a new roommate approved in advance could result in termination or non-renewal of the lease for the apartment.

DEFINITION OF "ROOMMATE"

"Roommate" is defined as an adult member of a household who does not have a family or other permanent (marriage or domestic partnership) relationship with the Lessee and whose eligibility for the apartment is separately evaluated by the University Apartments Office. Siblings may be roommates as long as both are students or eligible staff or postdocs.

Roommates are only allowed in 2-bedroom apartments in all neighborhoods of University Apartments and only two single applicants can share a 2-bedroom apartment. Roommates are not allowed in 1 bedroom or 3 bedroom apartments.

Only single residents without children are allowed to have roommates. Families cannot have a roommate share an apartment.

MULTIPLE OCCUPANCY

- A. Each Lessee is jointly and severally liable for the terms and conditions of the lease for the apartment.
- B. Rent is due and payable under the terms of the lease. Both roommates are responsible for the full amount of rent due. If one roommate vacates the leased premises, the remaining roommate shall continue to be responsible for the full rent due.
- C. All roommates must be approved by the University Apartments Office. Only roommates meeting the eligibility criteria for the apartment will be approved. A roommate who moves out during the lease term shall not be relieved of liability for the lease until a new roommate has been approved or the remaining roommate accepts full responsibility for the Lease. Failure of a proposed new roommate to qualify shall not relieve the original roommates of any responsibilities under the lease agreement.
- D. Security deposits will be held for the entire term of the lease. If one roommate vacates the apartment and the other remains, the roommates should settle the disposition of the security deposit among themselves, as a refund or forfeiture of the security deposit by the Division of University Housing will only be made when the apartment lease is terminated and the apartment is vacated by both roommates.
- E. If there are any damage or rent charges owed when the apartment is vacated, all roommates on the lease at the time of termination will be equally liable and the Division of University Housing may, at its sole discretion, pursue collection from either or both roommates.
- F. Notwithstanding any other provision of this Lease, the Division reserves the right to release one Roommate from the Lease without the approval of the other Roommate in accordance with Federal Title IX guidelines or as provided in Wisconsin Statutes section 704.16. The remaining Lessee remains responsible for the full amount of the rent.

ADDING A ROOMMATE TO THE LEASE

Before a new roommate moves in, the leaseholder and potential roommate must complete and submit a "Roommate Add Request Form" to request the addition of a roommate to an existing lease. The Leasing Coordinator will review the eligibility of the potential roommate and the current leaseholder.

If the roommate addition is approved, the Leasing Coordinator will schedule an appointment with both parties to review the lease terms and conditions related to "Multiple Occupancy".

The new roommate will be added to the existing lease term and the two roommates will become legally responsible (jointly and severally liable) for the apartment for the duration of the lease or until one roommate is released from the lease or both roommates terminate the lease agreement.

Roommate Add requests will not be back-dated. The earliest effective date for a Roommate Add will be the date the form is received in the University Apartments Office.

RELEASING A ROOMMATE FROM THE LEASE

In order to release one roommate of their responsibility for the lease, both roommates must agree. If a roommate is released, the remaining roommate assumes sole responsibility for rent and any other lease obligations and charges beginning with the date determined by the two roommates.

If one roommate does not want to release the other roommate from their lease obligations, then both roommates must complete the terms of the lease, or both roommates must move out (with rent obligations for 90 days).

If both roommates want to leave, 90 days notice must be given by filling out a termination form.

If both roommates agree to release one roommate from the lease prior to the end of the lease term, a "Roommate Release" form must be completed by both roommates and submitted to the Leasing Coordinator. The roommate release should be submitted to the Leasing Coordinator before a roommate moves out of the apartment. Upon receipt of the roommate release, the Leasing Coordinator will schedule an appointment with both parties to review the roommate release agreement.

Roommate Release requests will not be back-dated. The earliest effective date for a Roommate Release will be the date the form is received in the University Apartments Office.

ROOMMATE CHANGE LIMITATIONS:

Once a roommate is changed or added, there can be no other lease changes for 60 days.

1. All Roommate Addition and Roommate Release requests **must be submitted in advance** to the Leasing Coordinator. Change requests will not be back-dated.
2. Once a Roommate Addition has been approved and processed by University Apartments, no Roommate Release will be approved for 60 days from the effective date of the last Roommate Addition.
3. A new roommate may be added to the lease immediately after a roommate has been released.
4. Failure to submit a Roommate Release form will prevent approval for any new roommate. Both roommates on the lease will remain responsible for the lease agreement through the term of the lease.
5. Failure to obtain advance approval for a Roommate Addition, or having an unapproved roommate, may lead to termination or non-renewal of the lease.
6. Continuous occupancy of a specific apartment, whether by one resident or a series of residents is limited to a maximum of eight years.

