

Parties	Name:
	Name:
	Name:
	Name:
Property	Address:

The Parties named above intend to share the Property detailed above as co-tenants under a residential tenancy agreement with the owner of the Property.

1. Statement of commitment

The Parties acknowledge and agree that the success of their home sharing arrangement requires each of them:

- (a) committing to making it a success;
- (b) complying with the terms of the residential tenancy agreement they have entered into; and
- (c) complying with the terms of this Co-tenancy Agreement.

2. Best endeavours

Each Party agrees to treat the house and the other Party with respect and otherwise use their best endeavours to maintain good relations with the other Party, the landlord, the landlord's agent and any neighbours.

3. Relationship status

Each Party acknowledges and agrees that:

- (a) their relationship with the other party is platonic and based on mutual convenience;
- (b) they are not financially dependent on the other party; and
- (c) they are not a carer for the other party.

4. Private & Common Areas

Each Party acknowledges and agrees that the **attached** sketch of the Property correctly shows:

- (a) the parts of the Property that are private to one Party and cannot be entered without that Party's prior consent (except in the case of an emergency);
- (b) the parts of the Property that are common areas for each Party to use and enjoy in a manner that respects the equivalent rights of the other Parties

5. Household costs

The Parties agree to share the costs of living in the property in accordance with the **attached** Household Costs Form, which is to be negotiated and agreed before the Parties commencing sharing the home.

If a Party ever considers that the apportionment of the costs between the Parties is no longer fair, they may request that the Parties meet at a mutually convenient time to negotiate in good faith any necessary adjustment to the apportionment of the costs between the Parties.

6. Household chores

The Parties agree that they will each be responsible for a share of the chores associated with keeping the house in a clean & tidy state, in accordance with the **attached** Household Chores Form, which is to be negotiated and agreed before the Parties commencing sharing the home.

If a Party ever considers that the apportionment of the work between the Parties is no longer fair, they may request that the Parties meet at a mutually convenient time to negotiate in good faith any necessary adjustment to the apportionment of the work.

7. Household Procedures

The Parties agree to adhere to the **attached** schedule of Household Procedures that they negotiated before entering the shared housing arrangement, covering issues such as noise, pets, guests, car parking, household equipment use, and any other matters of importance to any Party.

8. Grievance Process

The Parties acknowledge and agree that, if one Party has any queries or concerns about any aspect of the home sharing arrangement, it is in the best interests of both Parties for the issue to be raised promptly, openly and calmly with the other Party at a mutually convenient time. Once an issue has been raised in this way, the Parties agree to calmly listen to each other's position, and discuss possible ways to resolve the issue. We recommend holding regular house meetings as an opportunity for discussion of issues.

If the Parties are unable to resolve the issue in discussion between themselves, then they agree to take the steps outlined in the Grievance Process **attached**.

9. Unwind process

If one of the Parties wants or needs to leave the shared home early for any reason (including an irreconcilable dispute between the Parties) the leaving Party must (unless otherwise agreed by the remaining Party):
(a) give the remaining party as much notice as reasonably practicable, and where possible no less than a month;

- (b) ensure their share of the chores are completed before they depart;
- (c) leave their room in the same state it was in when they first moved it, apart from fair wear & tear;
- (d) continue to pay their share of the rent and other household costs until the remaining Party has either found someone else to share the Property and the costs, or until the residential tenancy agreement has expired or otherwise ended; and
- (e) continue to comply with the terms of any residential tenancy agreement they are a party to.

The remaining Party must use their best endeavours to find someone else who is suitable to share the Property and assume the leaving Party's obligations.

10. Legal & financial advice

Each Party acknowledges and agrees that they have obtained appropriate legal and financial advice before entering into this agreement. In particular they have sought advice regarding any impact this arrangement may have on:

- (a) any Centrelink benefits they receive;

- (b) their taxation position; and
- (c) any insurance they have (or should have) over themselves or their property.

11. Confirmation of agreement

By signing below the Parties confirm their agreement to the terms of this Co-tenants Agreement:

Name	Signature

Witness Signature

Name

Date

Private and Common Areas

It is worthwhile doing a rough sketch of the premises that identifies any exclusive use/private areas of the property and include parking and storage if applicable.

Household Costs

Participants may find this tool, or parts of it, useful for identifying what money will be exchanged, and how it will be paid.

Item (delete if n/a)	Name on invoice	Dollar amount or percentage	Frequency Paid
Rent			
Telephone/Internet			
Electricity			
Gas			
Water			
Rates			
Insurance			
Other			

Payments to be made _____ days before the due date, to the following bank account/in cash.

We suggest you keep a record of payments made. Any utility costs need to be evidenced with the bill being provided to all sharers.

If banking:

Name of account _____

BSB _____

Account Number _____

Reference (your name) _____

Special Terms

Note what else is included in the charges e.g. breakfast

Household Chores

Some people may want it clear up front who I doing what job. This may help you. Of course it would be quite OK to change this later or simply work with each other to find what suits.

Location	Chore	Frequency (to be completed by those sharing)	Person Responsible
Kitchen	Dishes		
	Floor		
	Fridge		
	Floor Mopping		
	Cupboards		
	Stove		
	Cooking		
	Shopping		
Bathroom (if shared)	Floors		
	Toilet		
	Shower/Bath		
	Hand basin/mirrors		
Laundry			

Continued over

Living Areas	Dusting		
	Vacuum		
	Windows		
Garden	Lawns		
	Weeding		
	Sweeping		
Other			

Household Procedures

Include any specific procedures that are important to this shared housing arrangement as a special term e.g. regular guest or overnight visitors.

Special Terms

Grievance Process

This grievance procedure is a means of settling issues between those who are sharing so they do not become a dispute, putting the tenancy or the relationship at risk.

- In the first instance a sharer should commit to speaking up respectfully about issues causing her of raising the issue concern or discomfort.
- In the unlikely situation that you, or the sharer cannot make the necessary changes or compromises we suggest you recognise that the relationship should remain civil and that you remain committed to your lease/contract but start looking for alternative accommodation.
- We would expect that sharers recognise the initial commitment and seek guidance through the Department of Justice mediation service. This service is described as
 - Mediation helps people settle disputes without going to court. Taking part in mediation can save time, legal fees and court costs for you and the community.
 - Attending mediation is generally voluntary—for a mediation session to go ahead, both parties need to agree to attend. Before you apply for mediation you should be willing to meet with the other party to resolve the dispute.
 - The Dispute Resolution Centre will assess if the matter is suitable for mediation and schedule your mediation session at a time and location that is suitable to everyone involved. Mediation sessions can take around 3-4 hours.

If you are at risk of violence or other abuse then the matter should be referred to the police, and you should seek a safe place to go.