

**CHANGE OF ROOMMATE
LEASE AMMENDMENT**

This agreement made on _____ by and between San Luis Property Management (referred hereafter as Lessor and

_____ ; _____ ;

_____ ; _____ ;

(collectively referred hereafter as Lessee)

WHEREAS, Lessor and Lessee entered into that certain lease agreement dated _____ ;

For the premises: _____ unit# _____ Located in _____ SLO _____ CA 9340 _____

WHEREAS, Lessor and Lessee desire to amend the lease by removing one of the Lessee's, and adding one new Lessee to the original lease agreement. Now, it is hereby agreed as follows:

_____(referred to hereafter as Old Roommate) shall move from the premises, and shall be released of all obligations under the original lease agreement, and any lease extensions thereof.

_____(referred hereafter as New Roommate) shall move into the premises, and shall be obligated by all terms of the original lease agreement and any lease extensions thereof.

Term: This Change of Roommate agreement shall begin on: _____

Lessor shall not be responsible for the inspection of the premises for cleanliness or damages. Lessor shall not be responsible for any calculations of damages which may have been caused by Old Roommate, nor shall Lessor be required to return any portion (at this time) of the security deposit that may have been paid by Old Roommate.

Both Old Roommate and New Roommate shall make a separate agreement for payment and deductions (if any) for any portion of the security deposit that Old Roommate may have paid. Upon the execution of this agreement, Old Roommate shall have no rights of reimbursement of any portion of the security deposit, and New Roommate shall be obligated to return the premises in 'as good condition' based on the condition of the premises as of the commencement of the original lease.

All other terms and conditions of the lease shall remain in full force and effect.

In Witness Whereof, Lessor and New Roommate, and Old Roommate agree to these terms.

Resident

Resident

Resident

Lessor: San Luis Property Management

Changing Roommates: What It Means to You

On its face, changing roommates seems to be a fairly easy concept. However, there are several potential misunderstandings and problems that may occur due to roommate changes. The following is intended to provide some insight and clarification to each party involved when changing roommates.

What It Means to the Property Owner:

1. The property owner returns a security deposit only at the termination of the tenancy, when the possession of the property is returned to management/ownership. Accordingly, the property owner is not obligated to return a security deposit to any parties upon a roommate change.
2. The sum of all roommates represent a household. The property owner does not recognize the divisions of responsibility that roommates may create within the household.
3. The property owner would like clear and concise documentation of who lives in the home in order to maintain the integrity and responsibility regarding all parties on the rental agreement.

What It Means to the Roommate Moving Out:

1. He/She would like to receive their portion of the security deposit back. This agreement and eventual transfer of monies is made between all roommates, or made between the incoming and outgoing roommate. **San Luis Property Management will not return security deposit money during a roommate change.**
2. He/She would like to be removed from their contractual obligations of the rental agreement. The outgoing tenant is not removed from the rental agreement, nor the obligations of the agreement, until the outgoing tenant has completed the "Change of Roommate" form, had ALL roommates sign the agreement, and submitted the agreement to the property owner for approval and execution.

What It Means to the Roommate Moving In:

1. He/She must understand that they are being added to an existing rental agreement and that they are assuming the obligations under the original agreement. This means that they will become responsible for damages, unpaid rent, late fees, etc. that may have been incurred before they move into the property.
2. He/She would like to move into a clean and undamaged rental and room. It is very important for the incoming tenant to be aware of the move-in condition of the property to determine if there are damages or cleaning in which either the 'Staying' roommate(s), or the outgoing roommate should be responsible for and should make.
3. Upon signing the 'Change of Roommate' agreement, the incoming roommate is obligated to all terms of the rental agreement, and will be included in the return of the deposit.

What It Means for the Staying Roommates:

1. He/She needs to confirm that they are in agreement with the transition. In order for the property owner to execute the 'Change of Roommate' agreement, the staying roommate must sign the agreement, showing their compliance with the changing of roommates.
2. At the termination of the rental agreement, the 'Staying' roommates would like the return of their security deposit. The property owner is obligated to return the deposit to ALL legal parties on the rental agreement. If the staying roommates do not properly document the outgoing and incoming roommates with the property owner, then the deposit check is issued to those who are legally on the lease, which would be the person who had already moved out.