

My roommate isn't paying her share of the rent. Can the landlord hold me responsible? It depends on whether your roommate is on the lease. Most landlords don't care how rent roommates divide the rent; they want only to be paid in full and on time. Here are some common types of rentals:

- **On the same lease (co-tenants):** People on the same lease are co-tenants and are jointly responsible for following the lease, including paying all of the rent due and on time. A landlord's actions to enforce or terminate a lease usually applies to all tenants, so if one doesn't pay, the others have to make up the difference. Even a partial payment of rent can open the door to actions authorized under the lease and state law, such as a lockout or eviction. Try to work with your landlord. It never hurts to ask if the landlord will agree to lower the rent temporarily while you look for another roommate.
- **Individual (per-bedroom) lease:** Each tenant in the same dwelling is separately responsible for following their own lease and will not be responsible for unpaid rent or lease violations of other occupants.
- **Sublease:** A landlord can be the owner, lessor or sublessor of a dwelling. If you are a tenant and want to sublet your space, you should get your landlord's permission first, preferably in writing. If the landlord agrees, you effectively "stand in the shoes" of your landlord, meaning that you become the lessor and your tenant the sublessee. Unless the sublessee signed a separate lease agreement with the landlord, you are responsible for unpaid rent or property damage caused by your sublessee,
- **Oral lease:** If the length of the lease is for a year or less, it doesn't have to be in writing. Keep in mind that it can be difficult resolve disputes with your landlord without a written agreement that spells out who is responsible for what. Sometimes you can combine multiple writings (like email) to prove a lease. Keep copies of email and other communication with your landlord in case you need it later.
- **No lease:** If there is no lease, or your lease has expired, the lease term is month-to month (or however often you pay the rent) unless your original lease states otherwise. If you are renting month-to-month, either you or your landlord can terminate or change the lease with 30 days' notice.

Can the landlord evict my nonpaying roommate? If your roommate is on the lease, the answer is no. Your roommate has as much right to occupy the space as you do. If you want to keep the nonpaying roommate (or anyone else) out by changing the locks, you must get your landlord's permission and you'll have to pay the cost. Legally, everyone on the lease is entitled to a new key, including the nonpaying roommate.

My houseguest won't move out. What now? Whether you are an owner or a tenant, getting rid of an unwanted houseguest, intimate partner or even an adult child can be problematic.

- **Guest or tenant:** Much depends on whether the person is a guest or a tenant. A *guest* is a person who is not on the lease (if there is one) is not entitled to occupy the dwelling continuously and has no responsibility to pay rent. You can ask a *guest* to leave without an eviction. A *tenant* is authorized by a lease to occupy the dwelling continuously and is obligated to pay rent. If the person is a *tenant*, you'll need to follow eviction procedures. NOTE: Even without a formal lease, a guest can sometimes become a tenant or sublessee, especially if the guest lived there continuously, contributed to the household financially, or used it as their mailing address.
- **Lease violation:** Your lease might have a section that states how long a guest is allowed to stay. If your guest won't leave, you could be in violation of your lease. If you don't remedy the situation, your landlord could terminate your lease and evict everybody that lives there. NOTE: Although a landlord can terminate a tenant's lease, only a court can order an eviction, and only a sheriff or constable can enforce an eviction order.
- **Trespassing:** The police won't arrest a *tenant* for trespassing because it's a civil matter that must be resolved in eviction court. The police can arrest a *guest* if that person has no legal right to be there. Most police officers avoid taking sides in roommate situations and prefer that the parties take action in court.

Can I sue my roommate for unpaid rent? Yes. You can sue your roommate in Justice Court (small claims court). You'll need to prove the amount the roommate left owing by showing each tenant's contribution to the total rent payment. If you don't have a written agreement, you can use emails, bank statements, cancelled checks-anything to prove the roommate's expected contribution. For more information about suing in Justice Court, visit <http://guides.sll.texas.gov/small-claims>.