

Informational translation. The binding version is the Polish one (*wersja informacyjna – wiążąca jest wersja polska*). This document is signed in Polish and governed by Polish law; the translation is provided only to help you understand the content.

To wzór poglądowy. Nie stanowi porady prawnej – przed podpisaniem skonsultuj treść z prawnikiem. Passflat nie odpowiada za skutki jego wykorzystania.

(This is an illustrative template. It is not legal advice – consult a lawyer before signing. Passflat is not liable for the consequences of its use.) Non-binding fill-in template. Fields to complete are marked with square brackets, e.g. [FULL NAME].

ROOMMATE AGREEMENT (AGREEMENT ON SHARED USE OF THE PREMISES AND COST-SHARING)

concluded on [DATE] in [CITY]

between the flatmates:

1. [FULL NAME], PESEL [PESEL], tel. [PHONE], e-mail [E-MAIL],
2. [FULL NAME], PESEL [PESEL], tel. [PHONE], e-mail [E-MAIL],
3. [further flatmates, if any],

jointly the “Flatmates”, and each a “Flatmate”.

i What this agreement is (and is not). It is an **internal arrangement between flatmates** governing the rules of living together and the sharing of costs. It **does not replace the lease** with the owner and **does not create an independent right to the premises**. Legal title to the premises arises from the lease (or per-room leases) concluded with the Landlord.

● **Important:** if only one Flatmate is the tenant and “takes in” the others, this is in practice a **sublease or loan for use**, which **requires the Landlord’s consent** (art. 668² / 688² of the Civil Code). In that case also use the umowa-podnajmu (sublease) template.

§ 1. The premises and legal title

1. This agreement concerns residential premises located in [CITY] at [STREET, BUILDING/UNIT NO.], with an area of [AREA] m² (the “Premises”).
2. Legal title to the Premises arises from (*select a model*):
 - **Model 1 – co-tenancy:** all Flatmates are parties to a single lease with the Landlord dated [DATE] (joint and several tenancy);
 - **Model 2 – per-room leases:** each Flatmate has a separate room lease with the Landlord;
 - **Model 3 – one tenant + sublease/loan for use:** the tenant is [FULL NAME], and the others use the Premises under the Landlord’s consent / a sublease agreement (Annex no. [NO.]).
3. The Flatmates declare that their use of the Premises complies with the lease and the arrangements with the Landlord.

§ 2. Division of rooms

1. Rooms for exclusive use:
 - [NAME] – room [DESIGNATION/AREA];
 - [NAME] – room [DESIGNATION/AREA].
2. The common areas (kitchen, bathroom, hallway, balcony, [other]) are for the shared use of all Flatmates on equal terms.

§ 3. Division of rent and costs

1. The total rent for the Premises is [AMOUNT] PLN per month and is divided as follows: [equally / proportionally to room areas / another key] – each Flatmate's share: [NAME] – [AMOUNT] PLN, [NAME] – [AMOUNT] PLN.
2. Utility charges (electricity, gas, water, heating, internet, operating charges) are divided [equally / by meters / by number of persons] and settled in [monthly / quarterly] periods.
3. Payments are made by the [DAY] of each month [to a joint account [NUMBER] / directly to the Landlord / to the designated settling Flatmate].
4. The Flatmate responsible for the collective settlement: [FULL NAME] (the “**Settler**”), who shares payment confirmations and invoices with the others.

⚠ Joint and several liability. In the co-tenancy model (Model 1), Flatmates are usually **jointly and severally** liable to the Landlord – if one does not pay, the Landlord may demand the whole amount from the others. This agreement governs only the **mutual settlements** between Flatmates and the right of recourse (§ 7).

§ 4. Deposit

1. The deposit paid to the Landlord totals [AMOUNT] PLN; each Flatmate's contribution: [NAME] – [AMOUNT] PLN, [NAME] – [AMOUNT] PLN.
2. When a Flatmate moves out, their share of the deposit is returned to them after deducting their share of any damage or arrears, based on the protocol (§ 8) – [by the Landlord / by the new flatmate taking their place / by the remaining Flatmates].

§ 5. Rules of coexistence (house rules)

1. **Quiet hours:** [e.g. 22:00–7:00].
2. **Guests:** [rules, e.g. an overnight guest staying more than [NUMBER] days requires the others' consent].
3. **Cleaning of common areas:** [schedule / division of duties].
4. **Smoking / pets:** [allowed / prohibited / rules].
5. **Joint purchases** (cleaning supplies, kitchen equipment): [cost-sharing rules].
6. **Use of shared utilities and equipment:** [rules].

§ 6. Joining and leaving by a Flatmate

1. A Flatmate may move out giving the others [NUMBER]-[month] notice, effective at the end of a calendar month.
2. Admitting a new flatmate requires the consent of [all remaining Flatmates] and, depending on the model in § 1, the **Landlord's consent** or an amendment to the lease.

3. A departing Flatmate remains obliged to pay their share of costs until their participation effectively ends or until a new flatmate takes their place.

§ 7. Mutual settlements and recourse

1. If any Flatmate fails to pay their share of rent or charges and the others cover it (e.g. due to joint and several liability towards the Landlord), they have a **right of recourse** against that Flatmate for repayment of the amount paid on their behalf together with statutory interest.
2. The Flatmates undertake to settle shared expenses in good faith and to keep proof of payment.

§ 8. Protocol and condition of the Premises

1. The condition of the common areas and the rooms for exclusive use, the equipment and meter readings are recorded in a **protocol** drawn up when each Flatmate moves in and out (Annex 1).
2. A given Flatmate is liable for damage to their room of exclusive use; for damage to common areas – the Flatmates [jointly / by an agreed key], unless it can be attributed to a specific person.

§ 9. Registration of residence (meldunek)

Each Flatmate registers on their own, in accordance with the population registration rules. Registration is administrative and does not create rights to the Premises beyond those arising from the legal title described in § 1.

§ 10. Dispute resolution

The Flatmates will seek to resolve disputes amicably. Failing agreement, the dispute is resolved by the court competent for the location of the Premises.

§ 11. Final provisions

1. This agreement does not change the lease and does not bind the Landlord, unless they make a separate declaration.
2. Any amendments require written form (recommended).
3. Matters not regulated herein are governed by the Civil Code.
4. The agreement is made in [NUMBER] identical copies, one for each Flatmate.

Annexes: 1) Protocol of the condition of the Premises / rooms; [optionally the Landlord's consent / a copy of the lease].

Flatmate 1	Flatmate 2	Flatmate 3
.....
[FULL NAME]	[FULL NAME]	[FULL NAME]

⚠ Remember: this template replaces neither legal advice nor a lease. If you take a roommate into a flat that you yourself rent, first obtain the Landlord's consent. Consult a lawyer.