

Tenancy Agreement

Important: Read this

This is the Norwegian Consumer Council's standard terms regarding tenancy. On The Consumer Council's homepage you will find information on the regulations pertaining to tenancy agreements, inventory lists and forms for handover of the accommodation and the return of the accommodation.

The tenancy agreement and the Tenancy Act (husleieloven) regulate the Tenant's and the Lessor's rights and obligations. A rental agreement must be drawn up in writing if so requested by one of the parties.

The invariable regulations of the Tenancy Act take precedence over any contractual terms and conditions.

At least two copies of the agreement must be printed out and signed by all parties. We recommend that the parties also sign their initials on each page of the agreement.

The agreement may either be completed electronically or printed and completed manually. The Norwegian Consumer Council recommend that the agreement is filled in electronically jointly by the parties. The Norwegian Consumer Council urge the parties to read the Guidelines to Consumer Council's Tenancy agreement (the last page of this agreement) before completing the agreement. The Norwegian Consumer Council urge the parties to read through the entire agreement before signing the agreement. The Norwegian Consumer Council does not take any responsibility for any errors or mistakes arising out of or in connection with completing the agreement.

New legislation or revision of existing legislation may necessitate revisions of the standard terms. Although the Norwegian Consumer Council's standard terms are revised continuously there might be periods of time when the standard terms and the accompanying guidelines have not yet been revised to reflect new legislation. The Norwegian Consumer Council does not take any responsibility for any errors or omissions to the standard terms or insufficient revision of the standard terms. Contact the Norwegian Consumer Council at 23 400 500 if you have any questions. 23 400 500 dersom du har spørsmål til kontrakten.

1. Parties



If lessor or tenant is under age 18, a person over age 18 (a proxy) must be responsible for the agreement. In which case the proxy (delegated authority) shall sign the agreement.

Lessor(s)

Name:

.....

Address:

.....

Postal code/City:

.....

E-mail:

.....

Telephone:

.....

Date of birth, opt Company reg. No:

.....

Opt Lessor's proxy (delegated authority)

Name:

.....

Address:

.....

Postal code/City:

.....

1. Parties

E-mail:

.....

Telephone:

.....

Date of birth, opt Company reg. No:

.....

Tenant(s)

Name:

.....

Address:

.....

Postal code/City:

.....

E-mail:

.....

Telephone:

.....

Date of birth

.....

1. Parties

Opt Tenant's guardian (delegated authority)

Name:

.....

Address:

.....

Postal code/City:

.....

E-mail:

.....

Telephone:

.....

Date of birth

.....

2. Property

Address:

.....
Cadastral ref.:

Title no.:

Section:

Apartment no.:

.....
Municipality:

3. Tenancy agreement applies to



Tick the box for **one alternative** (please read the instructions on the last page):

A: House or apartment

B: Loft or basement dwelling, or dwelling in a semi-detached house (in which the owner lives in the same house)

C: Single room that according to the agreement, the Tenant has access to another's dwelling.



About Alt. C: The Tenant has fewer rights than normal, among them reduced tenant protection rights. see Landlord & Tenant Act §§ 9-5 section 3, 9-6 section 2, item 1, 9-7 section four, 9-8 section 3. (In Norwegian only: husleieloven §§ 9-5 tredje ledd, 9-6 annet ledd, første pktm., 9-7 fjerde ledd, 9-8 tredje ledd.)

D: Dwelling that the Lessor him/herself has used as his/her own dwelling, which is rented out due to temporary absence up to 5 years.



About Alt. D: The Tenant has fewer rights than normal. The Tenant cannot sub-let and the Tenant protection rights are reduced. See Landlord & Tenant Act § 11-4. (In Norwegian only: husleieloven § 11- 4.)

3. Tenancy agreement applies to

E: Other

If 'Other', specify here:

Number of rooms: (Excl.. bathroom and kitchen)

Kitchen	Bathroom	Storage rooms	Parking spaces
.....

The accommodation is let:

Furnished Unfurnished

Inventory list attached

Special notes:

4. Agreed rental payment



Apart from electricity/heating and/or water/sewage, no further charges can be levied, beyond the agreed monthly rental.

Agreed rental payment is per month NOK

.....

Rent shall be paid in advance each month on (fill in which day of the month):

.....

Rent shall be paid into bank account number:

.....

Electricity and heating



Tick the box for **one alternative**:

A: Electricity and heating are included in the monthly rental payment

B: Electricity and heating shall be paid in addition to the monthly rental payment. An advance payment shall be paid at the same time as the monthly rent. The advance payment account will be settled at least once per year. The Lessor must document the actual costs of electricity and heating.

If B, The advance payment for electricity and heating is per month (NOK)

.....

C: Electricity and heating are not included in the monthly rental payment.

If C, The Tenant has a separate meter and must subscribe to a separate account from (Date)

.....

4. Agreed rental payment

Water and sewage fees



Tick the box for **one alternative**:

A: Water and sewage fees are included in the monthly rental payment.

B: Water and sewage fees are calculated according to actual consumption and it is agreed that these shall be paid in addition to the monthly rental payment. An advance payment must be paid at the same time as the monthly rental payment. The advance payment account is settled at least once per year. The Lessor shall document the actual costs of water and sewage fees.

If B, The advance payment for water and sewage is per month (NOK)

.....

TV/Internet

Cable-TV is included in the monthly rental payment

Internet is included in the monthly rental payment

5. Type of tenancy agreement and duration



Tick A: Ongoing (open) agreement **or** B: Fixed-term agreement

A. Ongoing (open) agreement

Tick for Ongoing (open) agreement

The tenancy agreement commences on (date) at (time)

... and continues until it is terminated by either party. Period of notice of termination is effective from the first day of the next calendar month. Period of notice is (fill in how many months):

B. Fixed-term agreement

Tick for Fixed-term agreement

The tenancy agreement commences on (date) at (time)

and is valid, without termination, until (date) at (time)



About Fixed-term agreement

A fixed-term tenancy agreement, in accordance with the Landlord & Tenant Act, cannot be less than 3 years. If the agreement concerns a loft or basement accommodation in a house or semi-detached house, and the Lessor lives in the same house (c.f. item 3 B) the minimum period may be 1 year. The Act's regulations concerning minimum periods does not apply to agreements that are for rental of dwellings that the Lessor him/herself has used as his/her own dwelling and which are rented out during temporary absence for up to 5 years, c.f. item 3 D.



Select **one alternative**:

A: The tenancy agreement cannot be terminated by either party during the agreed rental period.

B: During the agreed rental period, the parties have agreed a mutual right to terminate the agreement:

5. Type of tenancy agreement and duration

If B, Notice of termination is effective from the first day of the next calendar month. Notice must be given (how many months ahead):



Shorter lease

A shorter rental period than that which is stipulated in the Landlord & Tenant Act may be agreed, of 3 years or 1 year respectively, if:

- a) The dwelling is to be used by the Lessor himself or a member of his household. or
- b) The Lessor has other justifiable reasons for the fixed-term limitations

Note: NB! The reasons must be stated in writing, or the Lessor cannot claim another type of fixed-term condition than that permitted by the Act.



Fill in if there are fixed-term limitations. **Select one alternative:**

A: At the end of the rental period, the accommodation will be used as a dwelling by the Lessor himself or another member of his household:

B: The Lessor has other justifiable grounds for the limitation of the tenancy period

Specify:

6. Deposit/guarantee



The Lessor shall pay all costs involved in opening a deposit account. Maximum allowed deposit/guarantee is 6 months of rental payment.



The Tenant, as security for outstanding rental payments, any damage to buildings or inventory, inadequate cleaning on vacating the property and any other claims in regard to the agreement pay/furnish a guarantee (Select Alternative A. or B.):

A. Deposit

Deposit of NOK

.....

The amount shall be deposited in (bank) account no

.....

B. Guarantee

Furnish a guarantee of NOK

.....

Guarantee declaration (must be attached with this agreement) issued by

.....

7. House rules



The Tenant shall treat the accommodation with due care and attention and otherwise in keeping with the tenancy agreement. The tenant shall adhere to common house rules and reasonable requests from the Lessor.

Are pets permitted

Yes No

If yes, which pets are permitted

.....

Is smoking indoors allowed

Yes No

Other special issues

.....

8. Eviction and special grounds for enforcement



The Tenant accepts that eviction (enforced termination) proceedings in accordance with the Enforcement Act § 4-18, may be instigated if the agreed rental payment is not paid within 14 days after the receipt of a written notification (tvangsfullbyrdelsesloven § 4-18). The notification may be sent at the earliest on the due date, cf. Enforcement Act § 13-2 section 3 (a). § 13-2, 3.ledd (a). The notification shall state that eviction proceedings will be instigated if the claim is not met and that eviction can be avoided if the rental payment is paid in full, in addition to any interest due, before eviction takes place. The Tenant accepts that eviction proceedings may also be instigated after the rental period has expired, c.f. Enforcement Act § 13-2 section 3 (b). § 13-2, 3.ledd (b) i tvangsfullbyrdelsesloven.

9. Special terms, no. copies and signatures



If the property is rented out «as is», it means that the Tenant assumes much of the risk of latent defects to the property. If the Tenant finds defects after entering into the agreement, the defect does not normally constitute a breach of contract unless the Lessor has provided incorrect or insufficient information about the defect, or if the property is in a substantially worse condition than the Tenant had reason to expect when taking the rental price and other circumstances into account.

The parties have agreed to the following special terms and conditions

The accomodation is let 'as is'

Other, specify

10. Number of Copies of agreement

This tenancy agreement includes no. of supplements

.....

This tenancy agreement has been signed in no. of copies

.....

11. Signatures

Place

date:

.....

Lessor's signature:

.....

Tenant's signature:

.....

Item 1. Parties to the agreement

If the Lessor and/or tenant are represented by a delegated authority, contact information for the delegated authority must also be filled in. If the Tenant is under 18 years of age, a person aged over 18 must sign as the responsible party to the contract.

If there are several tenants, that will have a common liability to the Lessor, all the tenants' names and contact information must be included. There is room for one extra tenant if you are filling in the form on paper. If there are more than two tenants, use a separate sheet. Remember that the tenants on the contract will be jointly liable in respect to the Lessor, and all tenants must sign the agreement. This means that all tenants are responsible to the landlord for breach of contract, such as by the lack of payment of rent or damage to property. It may be considered whether one should sign a contract for each tenant to limit this liability.

Item 3. The tenancy agreement applies to

Tick one of alternative A-E.

Select A if the tenancy agreement is for an entire house or an entire apartment.

Select B if the tenancy agreement is for a loft or basement apartment in a house, or dwelling in a semi-detached house and the Lessor lives in the same house. In this type of tenancy agreement, the minimum time period for a fixed-term rental is one year. See Landlord and Tenant Act § 9-3 section 1, item 2. See also Item 5 in these guidelines.

Select C if the agreement is for a single accommodation room, for which (according to the tenancy agreement) the Tenant has access to the Lessor's accommodation. For this type of contract, the common tenant protection rights do not apply. . Alternative C will only apply if (i) the tenancy agreement grants exclusive usage rights to one single room only and (ii) the Tenant is able to freely use other areas of the dwelling, for example bathroom and kitchen.

Select D in cases where the Lessor rents out his/her own dwelling during a temporary absence for up to 5 years. In such cases, tenant protection rights do not apply. The Tenant cannot sub-let and any fixed-term contracts may be shorter than the minimum stipulated by the Landlord & Tenant Act. The reasons for limitation must be stated in writings, See Item 5.

Select E in other cases and specify the actual details of the agreement. This alternative may be relevant for the rental of garages, storage rooms and similar.

To Item 5. Tenancy agreement, type and duration

Select either Alternative A or Alternative B

Select A if the agreement is an ongoing (open) tenancy agreement. If the period of notice is not stated, the stipulations in the Landlord & Tenant Act § 9-6 will apply.

Select B if a fixed-term tenancy agreement is to apply. Indicate whether the tenancy agreement is not terminable during the entire period stated, or whether the parties shall have the right to cancel the agreement during the agreed tenancy period. If neither of these alternatives is ticked, the tenancy agreement can be terminated within the agreed tenancy period.

The parties may only agree to a shorter lease under the section «Shorter lease» in the circumstances which the Tenancy Act expressly allows for the parties to deviate from minimum rental period of 3 or 1 years. The reason for deviating the minimum rental period must be set out in writing in the tenancy agreement.

Fixed-term tenancy agreements that are in conflict with this issue are automatically regarded as ongoing tenancy agreements with a 3 month termination period.

To Item 8. Eviction and special grounds for enforcement

This is a so-called 'eviction clause' that grants certain rights to the Lessor, to instigate eviction proceedings if the Tenant does not pay rental payments on time.