

Tenancy contract

Standard tenancy contract for renting a home

1. PARTNERS IN THE AGREEMENT

Lessor:

Name: Date of birth:

Address:

Postal code:

E-post: Telephone:

Tenant(s):

Name: Date of birth:

Address:

Postal code:

E-post: Telephone:

Name: Date of birth:

Address:

Postal code:

E-post: Telephone:

i *If more than two tenants, use an own paper. Tenants are jointly liable to the landlord.*

2. THE PROPERTY

Property:

Address:

Cadastral ref.: Title no.: Section: Apartment no.:

Municipality:

The agreement applies to:

i *Special laws apply to some tenancies according to the Landlord & Tenant Act.*

No. rooms: + Bathroom Kitchen
 Storage room(s) Parking space(s)

Check for applicable rental property:

House or apartment

Loft- or basement dwelling, in a semi-detached house, in which the owner lives in.

Single room and from which the Tenant has access to another's dwelling
The tenant has fewer rights than normal, among them reduced tenant protection rights. Refer to Landlord & tenant act §§ 9-5 section 3, 9-6 section 2, item 1, 9-7 section four, 9-8 section 3.

Dwelling that the lessor has used as his/her own dwelling, which is rented out due to a temporary absence up to 5 years.
Special laws apply, ref Landlord & Tenant Act § 11-4.

The dwelling is rented out as is.

i *When the rent agreement is conditioned upon the fact that the dwelling is rented out «as is», the tenant assumes the responsibility for any latent defects. If the tenant discovers faults with the property 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 when the Tenant had reason to expect when taking the rental price and other circumstances into account. Refer to Landlord & Tenant Act § 2-5. Tenant is recommended to inspect the property.*

3. DURATION OF TENANCY

Tick the correct alternative:

Ongoing agreement:

i *The agreement continues until terminated by either party.*

The agreement commences on (date):

Period of notice of termination is effective from the first day of the next calendar month,

and is (how many months):

Fixed term agreement:

i *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 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).*

The tenancy agreement commences on (date):

The tenancy is valid, without termination until (date):

Check if the parties have agreed upon a mutual right to terminate the agreement.

Check if the agreement cannot be terminated by either party during the agreed upon rental period.

Fixed term agreement – shorter lease:

i A shorter rental period than the minimum of 3 or 1 year due to the Landlord & Tenant Act, may be agreed upon.

The reason must be stated in writing:

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

The Lessor has other justifiable grounds for the limitation of the tenancy period.
Specify here:

4. RENTAL PAYMENT

Agreed rental sum is:

i 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 within this date:

Rent shall be paid into this bank account number:

Electricity & Heating

Included in the monthly rental payment

Shall be paid in addition to the monthly rental payment. An advance payment due at the same time as the monthly rent. The advance payment account will be settled at least once per year. The landlord must document the actual costs.
The advance payment per month (NOK):

Not included in the rental payment. The Tenant has a separate meter and must subscribe to a separate account from (Date):

Water and sewage fees:

- Included in the monthly rental payment
- Calculated according to actual consumption due to be paid in addition to the monthly rental payment. The advance payment account is settled at least once per year. The Lessor shall document the actual costs.
The advance per month is (NOK):

TV and Internet:

- Cable TV is included
- Internet is included in the tenancy agreement

Adjustments to the rental sum:

The parties can, with one months written notice, demand that the rental payment is adjusted according to the changes in consumer price index in the period after entering into the tenancy, ref. Landlord & Tenant Act § 4-2. The earliest the adjustment can be enforced is one year after the last rental payment sum was agreed upon.

If the tenancy has lasted for at least two years and six months without adjustments to the rental payment sum according to the consumer price index, both parties can without ending the contract demand that the rent be set to the prevailing market rent, i.e the rent for similar dwellings with similar contractual demands at said time, ref Landlord & Tenant Act § 4-3.

5. DEPOSIT/ GUARANTEE

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

- The Tenant will deposit the sum of (NOK):
to (account number):
- The Tenant will make available a guarantee of (NOK):
Guarantee certificate (addendum) issued by:

6. SUBLEASE/TRANSFERENCE OF TENANCY

The Tenant can not sublease, or in any other meaningful way transfer the use of the dwelling to another party, without the approval of the Landlord. This also applies to the addition of new members to the household. This applies provided that nothing else has been specified in the contract or as a result of an ineluctable provision in the Landlord & Tenant Act.

7. HOUSE RULES

i *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

Is smoking indoors allowed? Yes No

Other special issues

Specify:

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.....
.....

8. THE PARTIES RESPONSIBILITIES & DUTIES

The Landlords duties:

The Landlord is required to present the dwelling to the Tenants availability in accordance with this agreement, all through the tenancy contract. The Landlord has a duty to keep the dwelling and property in general in the condition that the tenancy contract and the precepts set in the Landlord & Tenant Act.

If the Landlord shirks their duties, the tenant may apply the powers mentioned in the Landlord & Tenant Act chapter 2, and § 5-7. The Tenant can not demand compensation for any indirect losses as mentioned in § 2-14 second paragraph.

If the dwelling is not in the condition that the Tenant contract states or the conditions set in the Landlord & Tenant Act, the Tenant must let the Landlord know within a reasonable amount of time after the discovery of faults. If nothing is reported, the Tenant loses the right to invoke the faults. This does not apply if the Landlord has acted with gross negligence or contrary to probity and good faith.

Tenants duties:

The Tenant is obligated for the upkeep of the locks, faucets, lavatory, electrical outputs and switches, hot water tank, appliances and goods that are not permanent fixtures of the property. The Tenant is also obligated for the necessary control, changing of batteries, testing of smoke detectors and fire extinguishers. If the upkeep is more costly than the rental sum, the responsibility is referred to the Landlord.

The Tenant can not alter the dwelling or property in general, without the express approval of the Landlord.

If the Tenant discovers faults with dwelling that need immediate attention, they must let the Landlord know post haste. For any other faults the Tenant must let the Landlord know as soon as possible.

The Tenant should always have a standard contents- and movables insurance. The landlord can request to see an Insurance policy.

9. TERMINATION OF THE TENANCY CONTRACT

Termination:

Termination has to be done in writing.

The time limits for termination are specified in the tenancy contract. If the contract is past the dates set (i.e tenancy contract), the Landlord has the right to terminate the contract. If the contract is past the dates set (i.e tenancy contract), and applies for bedsit or own dwelling, the Landlord has the right to terminate within the time restraints set in the contract.

The Landlord has to show just cause in order to terminate the contract.

Viewings:

The Tenant has to grant the Landlord access to hold viewings for potential tenants or buyers within the last 3 months of the tenancy, unless otherwise specified and agreed upon.

Returning of the dwelling:

At vacating the dwelling the tenant shall return the dwelling, and possibly the inventory, in a well kept state. The dwelling should be returned in the state as it was in at the assumption of tenancy, with the exception of wear and tear that is the natural occurrence due to usage and age.

The tenant is responsible for the thorough cleaning of the dwelling, including floors, walls, cupboards, appliances and available inventory.

The Tenant shall return (no.): keys.

If all the keys are not returned, the tenant has to cover the costs incurred in the replacement of the locks.

The dwelling is returned when it has been cleaned and in the same state and condition it was at the start of tenancy, and the keys are returned.

If the dwelling is in worse state or condition than what the tenancy contract states, the Landlord can demand and request that the necessary costs be covered by the Tenant.

10. 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 rent is not paid within 14 days after a

written notification (norwegian tvangsfyllbyrdelsesloven § 4-18). The notification may be sent at the earliest on the due date, cf. Enforcement Act § 13-2 section 3 (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 tvangsfyllbyrdelsesloven).

If the Landlord suspends the rental agreement due to substantial default, the Tenant will be responsible for any rental losses incurred by the Landlord.

11. SIGNATURES

Date and city:

Lessor's signature:

Tenant's signature: