



FORBRUKERRÅDET

# Tenancy agreement

This tenancy agreement is subject to the Tenancy Act of 26 March 1999, effective from 1 January 2000.

You can read this Act in its entirety on the Lovdata website ([www.lovdata.no](http://www.lovdata.no)) or by buying it from a bookshop.

- The Tenancy Act regulates the tenant's and the landlord's rights and obligations in the tenancy.
- If so demanded by either of the parties, a tenancy agreement shall be drawn up in writing..
- If the accommodation is let furnished, an inventory should be drawn up.



## 1. PARTIES TO THE AGREEMENT

### Landlord

Name..... Agent for the landlord .....

Address ..... Address.....

Tel. (home/work) ..... Tel. (home/work) .....

E-mail ..... E-mail.....

### Tenant

Name..... Second tenant .....

Address ..... Address.....

Tel. (home/work) ..... Tel. (home/work) .....

E-mail ..... E-mail .....

### Have today entered into an agreement on the right of use of the dwelling:

Address ..... Cadastral unit..... property unit ..... section no.....

## 2. THE TENANCY AGREEMENT RELATES TO

- House or flat     One or two-person attic or basement flat where the landlord lives in the same house
- Single room where the tenant has access to another person's dwelling (bedsit)
- Dwelling which the landlord has used as his own dwelling and which he will use again after a temporary absence of up to 5 years
- Other dwelling (specify) .....
- No. of rooms:**    Kitchen     Bathroom     **In addition:**    Storerooms     Parking space/garage     Access to outside area

*NB: The tenant and landlord should go through the rooms and note down any damage before the start of the tenancy agreement. If the rooms are furnished, an inventory should be drawn up and damage to furniture/equipment noted.*

## 3. THE TYPE AND DURATION OF THE TENANCY

*A tenancy can be entered into for an unspecified or a specified period. The normal arrangement under law is for an unspecified period, i.e. it runs until terminated. If you have not agreed a specific period of notice, the Act's provision of 3 months applies reciprocally. More information about the regulations on terminating the tenancy etc. is provided on the back page under Terminating the tenancy.*

Select either A or B and delete the option which does not apply.	<b>A</b>	The tenancy commences on ..... at ..... and runs until terminated
		<input type="checkbox"/> A reciprocal period of notice of ..... months is agreed (the principal rule in the Act is 3 months)
		<input type="checkbox"/> A reciprocal period of notice of 1 month is agreed. The tenancy applies to a single room with access to another person's dwelling (bedsit)
	<b>B</b>	The tenancy commences on ..... at ..... and expires, unless terminated, on ..... at .....
		A shorter period than the minimums of respectively 3 or 1 years is being agreed because:
		<input type="checkbox"/> The property will be used as a dwelling by the landlord himself or by a member of his household, or
<input type="checkbox"/> The landlord has other objective grounds for limiting the tenancy period, specifically:		
Even though this is a time-delimited agreement, the following can also be agreed:		
<input type="checkbox"/> A reciprocal period of notice of 3 months within the stipulated tenancy period is agreed		
<input type="checkbox"/> A reciprocal period of notice of 1 month within the stipulated tenancy period is agreed, because this agreement concerns a single room with access to another person's dwelling (bedsit)		

## 4. AGREED CHARGES

The agreed rent is NOK ..... per month. The rent is to be paid in advance on the ..... of each month to the landlord's account no.: .....

### Electricity and heating

- Electricity and heating are included in the rent     The tenant has his own meter and needs to take out a separate supply contract, as of .....
- Electricity and heating must be paid for in addition. A reasonable prepayment is estimated at NOK .... per month, falling due at the same time as the rent. The prepayments will be settled up at least once a year. The landlord must document the actual costs incurred for electricity and heating.

## 5. PRICE INDEX ADJUSTMENTS

Each of the parties can require that the rent be revised in line with the retail price index. See Article 4-2 of the Tenancy Act. The revision may not be implemented until one year at the earliest after the previous fixing of the rent. The rent revision must be notified in writing with at least one month's notice before the revision takes effect.

## 6. ADJUSTMENT TO THE CURRENT LEVEL OF RENTS

If the tenancy has existed for at least 2 years and 6 months with no revisions other than price index adjustments, the parties may require that adjustment of the rent to the current level of rents. See Article 4-3 of the Tenancy Act. Adjustment of the rent to the current level of rents may not be implemented before six months after a written request and at the earliest one year after implementation of a previous change in the rent.

## 7. DEPOSIT

As security for rent owed, damage to the property or inventory, failure to clean the property on vacating it and other claims arising from the tenancy agreement, it is agreed that the tenant shall deposit NOK..... to account no. ....

The amount may not exceed six months' rent (any electricity and heating supplement may not be included in the calculation).

The amount shall be deposited in an escrow account in the tenant's name. For the duration of the tenancy, neither of the parties may dispose of the amount alone, i.e. both the tenant and the landlord must sign for disbursement of the funds. The tenant may however demand payment of interest.

On expiry of the tenancy, the bank may, with freedom from liability, pay rent owed from the account if the landlord documents the date when the payment obligation commenced and expired.

Either of the parties may demand payment from the account if the other party gives written consent, or if there is a legally enforceable judgment or other decision that has the effect of a legally enforceable judgment. If the tenant demands payment of the deposit in excess of earned interest, the bank shall notify the landlord in writing of the demand, giving notice that the amount will be paid to the tenant if the landlord does not, within one month after receiving such notice, document the institution of legal proceedings or a demand made pursuant to Article 3-5 para. 4.

If the bank receives no such demand or documentation within the time limit and the tenant has not withdrawn his demand, the amount shall be paid to the tenant with freedom from liability for the bank.

## 8. PROHIBITION AGAINST OTHER TYPES OF PAYMENT

It may not be agreed that the tenant shall pay other or greater amounts than the rent amount, plus any supplement for electricity/heating, a deposit and guarantee. Fees and public taxes etc. must be included in the rent.

## 9. THE PARTIES' OBLIGATIONS WHEN THE PROPERTY IS TAKEN OVER

The landlord shall, at the agreed time, make the dwelling/apartment available to the tenant in a clean and tidy state. Keys shall be provided and any meter readings made. Articles 2-2 to 2-5 of the Tenancy Act apply here.

The tenant must go through the property and inventory with the landlord and point out faults or defects within 14 days. If the tenant neglects to complain, the defects are considered to be accepted by the tenant, except where the faults in question could not have been discovered on taking over the property.

## 10. THE PARTIES' MAINTENANCE OBLIGATIONS

The landlord shall maintain the rented property and the rest of the property in the condition to which the tenant is entitled pursuant to the agreement and to chapter 2 of the Tenancy Act. The maintenance obligation includes pipes and fittings for the discharge and supply of water, gas, heating and electrical power. If items that belong to the landlord must be replaced, this shall be incumbent on the landlord.

Accidental damage, resulting, for example, from burglary, is not to be considered maintenance and must be defrayed by the landlord.

The tenant is obliged to maintain door locks, water taps, lavatories, electrical points and switches, hot-water tanks and furniture, fittings and equipment in the property that are not part of the immovable property. The

tenant is also responsible for negligent or willful damage caused to the property by the tenant or others whom the tenant has allowed to access the property.

NB: The tenant must immediately notify the landlord of damage that must be repaired and which is outside the tenant's own liability to maintain. The tenant must also have the landlord's consent to make significant alterations to the property. Any recompense for improvements must be agreed in advance.

## 11 HOUSE RULES

The tenant must treat the property with proper care and otherwise in accordance with the tenancy agreement. The tenant must abide by normal house rules and the landlord's reasonable instructions.

May pets be kept, and, if so, which:.....

For the regulations on keeping pets, please see the information on the back page.

Has the landlord insured the building/property and the rented furniture and equipment?

If so, when from .....

## 12 SUB-LETTING

Sub-letting is not permitted without the landlord's consent. Chapter 7 of the Tenancy Act applies here. For the temporary letting of the landlord's own dwelling

Article 11-4 of the Tenancy Act applies. Please also see the information on the back page.

Consent for and any conditions relating to sub-letting must be entered under item 16 for special remarks.

## 13 EVICTION AND SPECIAL GROUNDS FOR ENFORCEMENT

The tenant recognises that eviction (forcible eviction) may be demanded if the rent is unpaid within 14 days of written notice pursuant to Article 4-18 of the Enforcement Act having been sent. The notice can be sent at the earliest on the due date; see Article 13-2, para. 3, litera a of this Act. The notice shall state that eviction will be required if the claim is not met and that eviction can be avoided by payment of the rent, together with interest and costs, before the eviction is carried out. The tenant recognises that eviction may be demanded when the term of the tenancy has expired; see Article 13-2, para. 3 litera b of the Enforcement Act.

The tenant accepts the possibility of eviction (forcible eviction) in accordance with the above provisions

## 14 RETURN OF THE PROPERTY

When the tenancy has expired, the tenant shall make the property available to the landlord. The property shall be in the same state as on moving in, apart from the depreciation due to normal wear and tear and defects that the landlord himself is obliged to repair. Keys shall be returned and any meter readings made.

If the tenant vacates the property in such a manner that the tenancy may clearly be regarded as given up, the landlord may immediately gain access to the property.

If, with the landlord's consent, the tenant has made significant improvements, the tenant can demand compensation for the benefits the landlord has thereby gained. The size of the compensation should be agreed before the improvements are carried out. If there is a dispute on the size of the compensation, a decision by a valuation board can be demanded. See Article 12-2 of the Tenancy Act.

## 15 LEGAL DOMICILE AND VENUE

The parties recognise that the legal domicile of the property, i.e. the legislative district where a case would have to be brought, forms the basis for all disputes over the tenancy. This means that a case must be brought before the court of arbitration in the municipality where the dwelling is, or before a local rent dispute board.

Conditions may not be made that are less favourable to the tenant than those laid down in the Tenancy Act.

## 16 THE PARTIES HAVE MADE THE FOLLOWING SPECIAL AGREEMENT

Place and date: ..... Keys supplied in  copies

Landlord's signature: ..... Place and date .....

Tenant's signature: .....

# INFORMATION ABOUT TENANCY REGULATIONS

## Agreed charges

Rent may not be agreed that is unreasonable compared with that which is normally obtained for similar property on similar terms.

It is not permitted to agree that the tenant shall pay other fees in addition to the rent than the consumption of electricity and heating. If it is agreed that an extra sum shall be paid for electricity or fuel, the tenant may demand that an account is presented each year showing the size of such costs and their distribution.

## Sub-letting

The tenant has no right to sub-let without the consent of the landlord unless otherwise agreed or ensuing from the Tenancy Act. Sub-letting part of a dwelling where the tenant himself lives and where the tenant is temporarily absent can only be refused if circumstances concerning the sub-tenant constitute objective grounds. If the landlord fails to reply to a written application to sub-let within one month after receipt, this shall be taken as tacit approval.

If approval to sub-let is refused without objective grounds, the tenant may terminate a time-delimited tenancy agreement in accordance with the termination provisions in Article 9-6 of the Tenancy Act. For letting a dwelling in the case of temporary absence pursuant to Article 11-4 the normal sub-letting regulations do not apply.

## Inclusion as a member of a household

The tenant has a right to allow his/her spouse/co-habitant and the couple's close relatives to move into the dwelling. See Article 7-1 on the person's constituency. Inclusion of other persons is subject to the approval of the landlord.

## Alterations to the property

The tenant must tolerate alterations to the property if work can be carried out without significant inconvenience and if the alterations do not reduce the value of the property. Other alterations may only be carried out with the consent of the tenant.

The tenant may not without the consent of the landlord make any alterations to the rented property or to the remainder of the property. Article 5-4 of the Tenancy Act applies here.

## Damage to the property

If the tenant discovers damage that must be rectified without delay, the tenant is obliged immediately to notify the landlord of this. The tenant is obliged to do what may reasonably be expected to prevent financial loss for the landlord. If the tenant is not responsible for the damage, the tenant may claim reimbursement of his justifiable expenses and a reasonable remuneration for any work undertaken.

## Landlord's access to the accommodation or property

The tenant is obliged to the extent necessary to give the landlord or his representative access to the property for inspection purposes. The same applies to performing maintenance, lawful alterations or work to prevent damage to the accommodation or property.

## Keeping of pets

Even if the landlord prohibits the keeping of pets in the property, the tenant may keep pets if good reasons so indicate and the keeping of pets is of no inconvenience to the landlord or to the other users of the property.

## Terminating the tenancy

### A: Tenancy agreement for a unspecified period

The parties can terminate the tenancy agreement with an agreed or legally determined period of notice.

Requirements regarding termination by the tenant:

The tenant has an unconditional right of termination, unless otherwise agreed. There are no formal requirements for the termination. It is nonetheless recommended that termination is put in writing as a matter of proof.

Requirements regarding termination by the landlord:

Notice of termination by the landlord shall be given in writing and justified. The notice of termination shall inform the tenant of his right to object in writing to the landlord within one month after the termination is received. The notice of termination shall also inform the tenant that, if the tenant does not object within the time limit, he loses his right to claim that the termination is in infringement of the Act and that the landlord in such a case may request forcible eviction pursuant to Article 13-2, paragraph 3, litera c of the Enforcement Act, .

The regulations concerning formal requirements on the landlord do not apply to a tenancy for an unspecified period of a single room with access to another person's dwelling.

In addition to the formal requirements, the landlord can only terminate a tenancy for an unspecified period if one of the following situations exists:

- a) the property is to be used as a dwelling by the landlord himself or by a member of his household,
- b) the property must be vacated owing to demolition or alteration,
- c) the tenant has breached the tenancy agreement, or
- d) there are other objective grounds for termination of the tenancy agreement

Exceptions: A tenancy agreement for an unspecified period for a single room with access to another person's dwelling may be terminated by the landlord notwithstanding the provisions in a) to d) above.

Where an agreement has been made to rent a dwelling which the landlord has used as his own dwelling and which he will use again after a temporary absence of up to 5 years, the Act's normal termination provisions do not apply (except for Article 9-10 concerning the estate's access to termination on the tenant's death). In these cases, the landlord can terminate the tenancy without reasons, and the tenant may not object to the termination. If the landlord has not terminated the tenancy before the agreement has been in force for 5 years, the Act's provisions apply in full.

### B: Tenancy agreement valid for a specified period

A tenancy agreement for a specified period expires without notice at the end of the agreed tenancy period. If the tenant does not move out within the agreed period, the landlord must, within three months of the expiry of the agreement, send a written request to the tenant to move. If not, the tenancy converts into one for an unspecified period with the 3-month period of notice set out in the Tenancy Act.

For a tenancy for a specified period, the parties may not terminate during the period of tenancy unless special regulations for the period of notice have been agreed (for this option, see section B in the agreement form above). If one of these options is ticked, the normal regulations for tenancies for unspecified periods come into force.

### Joint regulations on disregarding termination

The tenant may, within one month of receiving notice of termination, object to it in writing to the landlord. In case of a written objection within the time limit, the termination ceases to apply unless the landlord institutes legal action against the tenant within three months after expiry of the tenant's time limit. Article 9-8 of the Tenancy Act applies here.

[forbrukerportalen.no](http://forbrukerportalen.no)

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# Annex to the Consumer Council's tenancy agreement - Return of property form

## RETURN OF PROPERTY ON TERMINATION

- The landlord has received  sets of keys.
- Meter readings/calculation of shared costs for power/fuel have been carried out.  
Meter number: ..... Meter reading: .....
- The apartment/property has been inspected by both parties and the landlord has:
- approved the condition of the property/dwelling
  - commented as follows: .....
  - .....
  - .....

### The tenant and landlord agree that the deposit should be paid out as follows:

Tenant: ..... NOK: .....

To account: .....

Landlord: ..... To account: .....

Place and date: .....

Landlord's signature: ..... Tenant's signature: .....

### IF A GUARANTEE WAS PROVIDED:

The landlord hereby releases the guarantee provided by: ..... on: .....

Place and date: .....

Landlord's signature: .....

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