



GUIDELINES TO THE CONSUMER COUNCIL'S TENANCY AGREEMENT

ITEM 1. PARTIES TO THE AGREEMENT

Fill out the fields for Lessor and Tenant respectively. All details must be included.

If the Lessor is represented by a delegated authority, contact information for the delegated authority must also be filled in.

If there are several tenants, that will have a common liability to the Lessor, all the tenants' names and contact information must be included. 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.

If the Tenant is under 18 years of age, a person aged over 18 must sign as the responsible party to the contract. Fill out the Tenant's name under "Tenant". In the field "Tenant 2/delegated authority", fill out the name of the responsible party (aged over 18). The delegated authority must sign the contract.

ITEM 2. THE PROPERTY

Fill out detailed information about the property.

ITEM 3. THE TENANCY AGREEMENT APPLIES TO

Tick **one** alternative

Select A if the tenancy agreement is for an entire house or an entire apartment that corresponds to the description in item 2.

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. The specification of the type of dwelling is of importance if a fixed-term contract is signed, cf. Item 5. 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.

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. However, there are strict criteria that must be fulfilled if this alternative is to be valid:

Firstly, the tenancy agreement must grant exclusive usage rights to one single room only. If the tenancy agreement encompasses two or more rooms, this alternative does not apply. The same applies if the rental object has its own kitchen, bathroom or WC, or if the Tenant is able to use other rooms - also if these are outside of the apartment or are shared with other tenants (for example, bathroom and kitchen). Secondly, the Tenant must be 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 – i.e. the Lessor has the intention of moving back into the dwelling. 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.

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.

After one of the alternatives (A-E) has been selected, specify further details of exactly what the agreement applies to. Include any special circumstances, if any.

ITEM 4. AGREED RENTAL PAYMENT

State the agreed rental payment, the date this is to be paid and the account number (and name of the bank) to which it shall be paid.

Please note that the rental payment shall be stated as a definite amount and no further payments can be demanded. The Lessor must therefore include all costs in the rental payment.

There are two lawful exceptions to the regulation that the rental payment must be a definite amount:

- It may be agreed that electricity/heating shall be paid according to consumption, in addition to the monthly rental payment. Tick this alternative if applicable and state details.
- If water and sewage fees for the property are metered according to consumption, it can be agreed that these are paid according to consumption in addition to the monthly rental amount. Indicate the applicable alternative. If the costs are calculated according to stipulated consumption, these must be included in the monthly rental payment.

Note down the meter reading when moving into the accommodation, if special payment for electricity/heating and/or water/sewage is agreed. Use the handover form.

ITEM 5. TENANCY AGREEMENT, TYPE AND DURATION

Select A if the agreement is an ongoing (open) tenancy agreement. Indicate the starting date and the period of notice of termination that will apply. If the period of notice is not stated, the stipulations in the Landlord & Tenant Act § 9-6 will apply. The period of notice in the Landlord & Tenant Act is set at 3 months from the end of the calendar month, with the exception of tenancy agreements as stated in Item 3 C, for which the period of notice, according to the Landlord & Tenant Act is 1 month, from date to date.

Select B if a fixed-term tenancy agreement is to apply.

Firstly, indicate a start and finish date for the tenancy agreement. Note the Landlord & Tenant Act's stipulated minimum period, see Landlord & Tenant Act § 9-3. Departure from this is only acceptable in special, agreed circumstances – see below.

Unlawful departure from the minimum requirements of the Landlord & Tenant Act will mean that the rental agreement will automatically become an ongoing, terminable agreement with a 3-month period of notice.

Secondly, 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 remaining selections under item 5 B are only relevant if a shorter rental period is to be agreed than the minimum stipulated in the Landlord & Tenant Act, of 3 years or 1 year.

Departure from the minimum period stipulated in the Landlord & Tenant Act may be agreed in two special circumstances::

- The accommodation is to be used as a dwelling by the owner himself or any member of his household. Tick this alternative if this applies, and state the name of the person who will use the accommodation/dwelling.
- The Lessor has another justifiable basis for a fixed term. This may be, e.g. that the building is to be demolished or renovated. Tick this alternative if applicable and specify further details.

Please note that the reason for the departure from the Landlord & Tenant Act's minimum regulations for fixed-term tenancy agreements must be stated in writing on signing the tenancy contract. If this is not done, the Lessor cannot later claim any other time limitations that those permitted by the Landlord & Tenant Act. Fixed-term tenancy agreements that are in conflict with this issue are automatically regarded as ongoing tenancy agreements.

ITEM 6. DEPOSIT/GUARANTEE

If a deposit is agreed, or a guarantee furnished, tick the box and indicate the amount.

For deposits: Indicate the deposit account number and the name of the bank. As stipulated in the Landlord & Tenant Act, the Lessor shall pay any costs involved in connection with opening a deposit account.

For guarantees: Indicate the name of the guarantor.

A deposit and any guarantee cannot exceed 6 times the rental payment.

ITEM 7. HOUSE RULES

Fill out the different fields. If there are any other important circumstances to be considered, these must be specified

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.

ITEM 9. THE PARTIES HAVE AGREED THE FOLLOWING SPECIAL TERMS AND CONDITIONS

Include any special terms and conditions that are of importance for the tenancy agreement

ITEM 10. OTHER

Fill out any additional information here

ITEM 11. SIGNATURES

Date and sign the contract. Print your full name in capital letters also.

If there are several tenants on the contract, all of these must sign the agreement. The tenants are jointly responsible in regard to the Lessor.

If the Tenant is under the age of 18, the Tenant's delegated authority must sign the contract.

GUIDELINES TO THE CONSUMER COUNCIL'S "FORM FOR HANDOVER OF ACCOMMODATION AND INVENTORY LIST"

Fill out the number of keys received by the Tenant.

Fill out the electricity/water meter readings on the date of handover.

If the Tenant has any remarks regarding the accommodation, e.g. pre-existing damage to the accommodation, this should be noted on the form. Special circumstances may be documented by photographs.

Fill out the inventory list if this is applicable. Include any comments if necessary.

The form must be signed by both parties, in 2 copies.

GUIDELINES TO THE CONSUMER COUNCIL'S "RETURN FORM"

Fill out the number of keys that are returned. If fewer keys are returned than were supplied on handover, an agreement must be reached as to how to resolve the issue.

Fill out the electricity/water meter readings on return of the accommodation.

Fill out that which is necessary in regard to the payment of this type of cost.

If the Lessor has anything to note, this should be included on the form.

The form is also used for authorising the repayment of deposit or the release of the guarantee liability.

The form must be signed by both parties, in 2 copies.

www.forbrukerportalen.no

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Forbrukerrådets øvrige kontraktsformularer kan lastes ned fra <http://forbrukerportalen.no>

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