

Contract for rental of accommodation (tenancy agreement)



FORBRUKERRÅDET

For this contract, the regulations within the Landlord and Tenant Act of 26.03.1999 apply. The complete version of the Landlord and Tenant Act can be downloaded from Lovdata: (www.lovdata.no). It can also be obtained from bookshops. More information concerning tenancy agreements can be found at: www.forbrukerportalen.no.

- The Landlord and Tenant Act, and this rental agreement, regulate the Tenant's and the Lessor's rights and obligations.
- The invariable regulations of the Landlord and Tenant Act take precedence over any contractual terms and conditions.
- A rental agreement shall be drawn up if one party requires so.



1. PARTIES TO THE TENANCY AGREEMENT

Lessor

Name:

Address:

Telephone: Date of birth/Company reg. no

E-mail:

Lessor's delegated authority

Name:

Address:

Telephone: Date of birth/Company reg. no

E-mail:

Tenant

Name:

Address:

Telephone: Date of birth/Company reg. no:

E-mail:

Tenant 2 / guardian/delegated authority

Name:

Address:

Telephone: Date of birth/Company reg. no:

E-mail:

2. PROPERTY

Address

Cadastral ref. Title nr. Section Apartment nr:

Municipality

3. TENANCY AGREEMENT APPLIES TO

Tick the box for one alternative

- 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 in another's dwelling.
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.
- D Dwelling that the Lessor him/herself has used as his/her own dwelling, which is rented out due to temporary absence of up to 5 years.
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.
- E Other(specify):.....

Number of rooms: Kitchen Bathroom Number of storage rooms Number of parking spaces

The accommodation is let: Unfurnished Furnished Inventory list attached

Special notes:

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4. AGREED RENTAL PAYMENT

Agreed rental payment is NOK per month.

Rent shall be paid on the of each month

Rent shall be paid into account number: Bank

Electricity and heating

Electricity and heating are included in the monthly rental payment

Electricity and heating shall be paid in addition to the monthly rental payment.

An advance payment of NOK per month 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.

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

The Tenant has a separate meter and must subscribe to a separate account from:

Water and sewage fees

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

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 of NOKper month shall 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.

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

5. TYPE OF TENANCY AGREEMENT AND DURATION

Tick A or B and fill out the applicable field

A	<input type="checkbox"/>	Ongoing (open) agreement
<p>The tenancy agreement commences on at and continues until it is terminated by either party.</p> <p>Period of notice of termination is months, effective from the end of the calendar month.</p>		

B	<input type="checkbox"/>	Fixed-term agreement
<p>The rental agreement commences on: at</p> <p>And is valid, without termination, until at.....</p> <p><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 (c.f. item 3 B) the minimum period may be 1 year.</i></p> <p><i>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</i></p>		
Select one alternative	<input type="checkbox"/>	The tenancy agreement cannot be terminated by either party during the agreed rental period.
Select one alternative	<input type="checkbox"/>	<p>During the agreed rental period, the parties have agreed a mutual right to terminate the agreement.</p> <p>Notice of termination must be given months, effective from the end of the calendar month.</p>
<p><i>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:</i></p> <p style="margin-left: 20px;"><i>a) The dwelling is to be used by the Lessor himself or a member of his household.</i></p> <p style="margin-left: 20px;"><i>b) The Lessor has other justifiable reasons for the fixed-term limitations.</i></p> <p><i>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.</i></p> <p>A shorter tenancy period is agreed than the minimum period stipulated by the Landlord & Tenant Act of 3 or 1 year, for the following reason(s):</p>		
Select one alternative	<input type="checkbox"/>	<p>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 – specifically:</p> <p>.....</p>
Select one alternative	<input type="checkbox"/>	<p>The Lessor has other justifiable grounds for the limitation of the tenancy period – specifically:</p> <p>.....</p> <p>.....</p>

6. DEPOSIT/GUARANTEE 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:

Pays a deposit of NOK :

The amount shall be deposited in (bank) account no

The Lessor shall pay all costs involved in opening a deposit account.

Furnishes a guarantee of NOK :

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

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? No Yes Hvilke?

Is smoking indoors allowed? No Yes

Other special issues:

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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. 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).

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

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10. OTHER

This tenancy agreement includes supplements and has been signed in copies

Other issues

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11. SIGNATURES

Place and date:

Lessor	Tenant
Print also in CAPITAL letters	

www.forbrukerportalen.no

FORBRUKERRÅDET The Consumer Council of Norway
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Forbrukerrådets øvrige kontraktsformularer kan lastes ned fra <http://forbrukerportalen.no>

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