



# Tenancy agreement



Made by the Norwegian Consumer Council

This agreement and the Tenancy Act (husleieloven) regulate the Tenant's and the Lessor's rights and obligations in the tenancy. A rental agreement must be drawn up in writing.

You can fill out the contract electronically or on print. Print at least two copies of the contract and sign by the landlord (s) and tenant (s).

The Tenancy Act takes precedence over any contractual terms and conditions. No less favourable terms to the tenant can be agreed upon.

If you fill out the contract electronically, you may sign with Bank-ID in **Posten's solution for e-signing**.

Read more here (in Norwegian): [www.forbrukerradet.no/forside/bolig/husleie](http://www.forbrukerradet.no/forside/bolig/husleie)  
Contact information: [www.forbrukerradet.no/contact-us](http://www.forbrukerradet.no/contact-us)

# 1. Parties in the agreement

**!** *If lessor or tenant is under age 18, a proxy (delegated authority) must sign the agreement.*

## Lessor(s)

Name: .....

Address: .....

Postal code/City: .....

E-mail: .....

Telephone: ..... Date of birth/opt Company reg. No: .....

## Lessor's proxy (delegated authority) or lessor No. 2

Name: .....

Address: .....

Postal code/City: .....

E-mail: .....

Telephone: ..... Date of birth/opt Company reg. No: .....

## Tenant(s)

**!** *If you are more than two tenants, add on separate paper. Everyone must sign to have an equal financial obligation to the landlord (joint and several liability).*

Name: .....

Address: .....

Postal code/City: .....

E-mail: .....

Telephone: ..... Date of birth/opt Company reg. No: .....

## Tenant's proxy (delegated authority) or tenant No. 2

Name: .....

Address: .....

Postal code/City: .....

E-mail: .....

Telephone: ..... Date of birth/opt Company reg. No: .....

## 2. Property

Adress: .....

Cadastral ref.: ..... Title No.: ..... Section: ..... Apartment No.: .....

Municipality: .....

## 3. The agreement applies to

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 and from which the Tenant has access to another's dwelling



*The Tenant has fewer rights than normal, among them reduced tenant protection rights. (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 has used as his/her own dwelling, which is rented out due to temporary absence up to 5 years.



*The Tenant has fewer rights than normal. (Landlord & Tenant Act § 11-4)*

E: Storage area/Other

No. rooms: ..... Bathroom Kitchen No. storage rooms: ..... Parking space: .....

### The accommodation is let:

Furnished      Unfurnished      Inventory list attached

Special notes - specify:

.....

 *The Regulations on Radiation Protection and Use of Radiation require that the lessor measures the level of radon in the rental housing. Read more here [www.dsa.no/en/radon](http://www.dsa.no/en/radon).*

Has radon been measured?      No      Yes      If yes, when was radon measured? (dd.mm.yyyy): .....

## 4. 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 within this date: .....

Rent shall be paid into this bank account number: .....

## 4. Rental payment cont.

### Electricity and heating

A: Included in the monthly rental payment

B: 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): .....

C: 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

A: Included in the monthly rental payment

B: 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 payment per month (NOK): .....

### TV/Internett

Cable-TV is included

Internet is included

## 5. Type of tenancy agreement and duration

### A: Ongoing (Open) Agreement

The agreement continues until it is terminated by either party and commences on (date and time): .....

Period of notice of termination is effective from the first day of the next calendar month, and is (how many months): .....

Or

### B: 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 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 and time): .....

The tenancy agreement is valid, without termination, until (date and time): .....

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.

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

## 5. Type of tenancy agreement and duration

### B: Fixed term agreement – shorter lease

**!** 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:

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/her household.

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

Specify: .....

## 6. Deposit/guaranty

**!** The Lessor covers the costs of establishing a separate deposit account in the Tenant's name. The deposit / guaranty can be a maximum of 6 months' rent. No party should be able to withdraw money from the account on their own.

**?** Deposit / guaranty is a security for due rent, damage to rooms/furniture, lack of cleaning when moving out and other requirements in connection with the agreement.

### A: Deposit

Deposit (NOK): ..... Deposited in Account No.: .....

Or

### B: Guaranty

Guaranty (NOK): ..... Guaranty declaration (attached) issued by: .....

## 7. House rules

**!** The Tenant must treat the living space with due care and in accordance with the agreement. The Tenant shall adhere to common house rules and reasonable requests from the Lessor. The Lessor must inform the Tenant regarding the house rules in housing cooperatives / condominium.

Are pets permitted?      No                      Yes      If yes, which animals are permitted? .....

Is smoking indoors allowed?      No                      Yes

Other special issues - Specify:

.....

## 8. Eviction and special grounds for enforcement

**!** The Tenant accepts that eviction (enforced termination) may be demanded if the rent is not paid within 14 days after a written notification has been sent (the Enforcement Act § 4-18). The notification may be sent at the earliest on the due date, cf. the Enforcement Act §13-2, section three, litera 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, cf. the Enforcement Act §13-2, section three, litera b. Eviction according to the Enforcement Act § 13-2(tvangsloven), section three, litera c, can be sent directly to the enforcement officer(namsmannen) for effectuation.

## 9. Special term

**!** *If the property is rented «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 accommodation is let "as it is"

Other - Specify:

## 10. No. of Copies/Attachments

No. of signed copies: ..... No. of attachments: .....

## 11. Signatures

**!** *The Consumer Council urges both parties to read the entire Tenancy agreement before signing. When filling out the contract electronically, you may sign with Bank-ID in Posten's solution for e-signing.*

City: ..... Date: .....

Lessor's/Lessor's proxy's signature:

Tenant's/Tenant's proxy's signature:

.....

Lessor's signature (if more):

Tenant's signature (if more):

.....

.....

.....

**!** *New legislation may necessitate revisions of the standard terms, and there might be periods of time when the terms have not yet been revised to reflect new legislation. The Norwegian Consumer Council does not take any responsibility for any errors or omissions or insufficient revision of the standard terms. Contact the Norwegian Consumer Council at 23 400 500 if you have any questions to the agreement. Or go to [www.forbrukerradet.no/contact-us](http://www.forbrukerradet.no/contact-us).*