



## Standard tenancy agreement

Tenant: \_\_\_\_\_

Landlord: \_\_\_\_\_

Property: \_\_\_\_\_



# 1. The parties

**Landlord** name \_\_\_\_\_  
address \_\_\_\_\_  
phone \_\_\_\_\_  
email \_\_\_\_\_

**Tenant** name \_\_\_\_\_  
personal ID number \_\_\_\_\_  Proof of identity presented  
address \_\_\_\_\_  
phone \_\_\_\_\_  
email \_\_\_\_\_

**Tenant** name \_\_\_\_\_  
personal ID number \_\_\_\_\_  Proof of identity presented  
address \_\_\_\_\_  
phone \_\_\_\_\_  
email \_\_\_\_\_

**Property**  
address \_\_\_\_\_  
entrance/level/room no \_\_\_\_\_

**Use**  
 ordinary housing  
 other \_\_\_\_\_

## 2. The tenancy concerns

The tenancy concerns (tick one alternative)

A.  house  apartment

number of rooms \_\_\_\_ kitchen \_\_\_\_ bathroom \_\_\_\_ other: \_\_\_\_\_

B.  room in shared apartment/house

C.  single guest room with access to another person's dwelling  
(separate termination rules apply; see section 5, pages 5 and 6)

D.  «own dwelling»

This alternative can only be used if the tenancy concerns a house or apartment that the landlord has used as his/her own dwelling and that is being let in connection with temporary absence for up to five years. NOTE: In such cases, the tenant has fewer rights than if he/she rents other housing, cf. Section 11-4 of the Tenancy Act.

house  apartment

number of rooms \_\_\_\_ kitchen \_\_\_\_ bathroom \_\_\_\_ other: \_\_\_\_\_

E.  other: \_\_\_\_\_

The following are also included

Exterior rooms/storage rooms: \_\_\_\_\_

Common areas and/or other areas: \_\_\_\_\_

**Furnishings/ fittings:**

Furnishing, fixtures and fittings that belong to the landlord:

are not included

are specified in a separate list signed by the parties

are specified here: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### 3. The rent

#### Rent

The monthly rent is NOK \_\_\_\_\_

The rent is payable in advance on the \_\_\_\_\_ of each month.

The rent is payable to account number \_\_\_\_\_

#### Rent adjustment

##### Index-linking (Section 4-2 of the Tenancy Act):

Subject to the following limitations, either party can request adjustment of the rent without terminating the tenancy:  
a) the adjustment must not exceed the change in the consumer price index since the previous stipulation of the rent,  
b) the adjustment can take effect no earlier than one year after the previous stipulation of the rent, and  
c) the other party must be given at least one month's written notice before the adjustment can take effect.

##### Current level of rent (Section 4-3 of the Tenancy Act):

If the tenancy has lasted for at least two years and six months without adjustment of the rent except as mentioned in the previous paragraph, each party may request that the rent be set in accordance with the current level of rent for similar accommodation rented on similar terms and conditions. Adjustment of the current level of rent can take effect no earlier than six months after it was requested in writing, and no earlier than one year after the previous rent adjustment took effect.

#### Electricity/heating

**Alt 1:**  The tenant takes out a separate electricity subscription.

**Alt 2:**  The tenant pays for electricity in accordance with a kWh meter (minus meter).

**Alt 3:**  The tenant pays for electricity/heating in the form of an advance payment of NOK \_\_\_\_\_ per month.  
The landlord documents actual expenses, setting off advance payments at least once a year.

**Alt 4:**  Electricity/heating is included in the rent.  
Meter reading on date of moving in: \_\_\_\_\_

#### Water and wastewater

**Alt 1:**  Water consumption and wastewater removal are included in the rent.  
(This alternative is used where **no** meters for measuring water consumption and wastewater removal have been installed.)

**Alt 2:**  Meters have been installed for measuring the rented dwelling's water consumption and wastewater removal, and the tenant pays for use in the following way:  
\_\_\_\_\_  
Meter reading on date of moving in: \_\_\_\_\_

#### Broadband and cable TV

Cable TV/satellite TV is included in the rent.

The dwelling has a cable TV/satellite TV system installed. It is up to the tenant to take out a subscription if he/she so wishes.

Broadband/internet is included in the rent.

The dwelling has installations for broadband. It is up to the tenant to take out a subscription if he/she so wishes.

## 4. Deposit/guarantee

Deposit agreed in the amount of NOK: \_\_\_\_\_

Guarantee agreed in the amount of NOK: \_\_\_\_\_

A guarantee declaration issued by \_\_\_\_\_ is enclosed with the agreement.

### **Advance rent and deposit.**

#### **Advance rent:**

Unless otherwise agreed, the landlord may request that the rent be paid in advance for each month. Advance payment may not be agreed for more than one month, cf. Section 3-2 of the Tenancy Act.

#### **Deposit:**

As security for rent owed, damage to the rental object, costs in connection with eviction and other claims arising from the tenancy agreement, including coverage of insufficient tidying and cleaning on vacating the premises, it can be agreed that the tenant shall deposit an amount limited to a maximum of six months' rent. It can be agreed that the deposit be adjusted in line with adjustment of the rent.

The amount must be deposited in a separate account established in the tenant's name and on normal interest-rate terms with a financial institution that is entitled to offer such services in Norway.

For the duration of the tenancy, neither party may dispose of the amount alone. The tenant may nonetheless demand payment of interest accrued from the financial institution.

On expiry of the tenancy, the financial institution shall, at the landlord's request and with full discharge of liability, pay any rent owed from the account if:

- a) the parties have agreed in writing that the rent shall be credited to another account in the same financial institution,
- b) the landlord has provided documentation of the rent owed, and
- c) the tenant does not provide documentation of having instituted legal proceedings within five weeks of notification pursuant to the fifth paragraph having being sent.

If the landlord demands payment pursuant to the fifth paragraph, the financial institution shall notify the tenant of this and inform him/her that the amount will be paid to the landlord unless the tenant, within five weeks of such notification being sent, documents that he/she has instituted legal proceedings. Such notification shall be sent to the tenant's stated address and, if applicable, to a stated email address.

Either party may demand payment of the deposited amount subject to the other party's written consent, a legally enforceable judgment or other decision that has the effect of a legally enforceable judgment. If the tenant demands payment of the deposit other than accrued interest, the financial institution shall notify the landlord of this and inform him/her that the amount will be paid to the tenant unless the landlord, within five weeks of the notice being sent, documents that he/she has instituted legal proceedings. If the financial institution does not receive such claim or documentation within the deadline, and the tenant does not withdraw his/her claim, the financial institution shall pay the amount to the tenant with full discharge of liability.

The landlord shall cover the costs of opening the deposit account. The landlord may specify with which financial institution the deposit account is to be opened insofar as this does not constitute a material disadvantage for the tenant. The tenant is obliged not to open a deposit account abroad.

#### **Guarantee:**

It may be agreed that the tenant shall furnish a guarantee as security for any claims for rent owed, damage to the dwelling, costs in connection with eviction and other claims arising from the tenancy agreement. The total of the guarantee amount and the deposit may not exceed six months' rent.

# 5. Duration of the tenancy

## Commencement of the tenancy

The tenancy commences on \_\_\_\_\_

## Duration of the tenancy:

### Alternative 1 – Fixed-term tenancy agreement

The tenancy is time-limited and expires without prior notice or termination on the agreed date.

**Main rule – minimum three years’ duration**  
The tenancy is time-limited and expires without notice on \_\_\_\_\_

**Exception 1 – minimum one year’s duration**  
The tenancy is time-limited and concerns

- loft dwelling in detached house
- basement dwelling in detached house
- dwelling in semi-detached house where the landlord lives in the same house.

The tenancy expires without notice on \_\_\_\_\_

**Exception 2 – no minimum period** (but the final date and the reason for the shorter duration **must** be stated)

The tenancy is time-limited and expires without notice on \_\_\_\_\_

The reason for the time limitation is:

- the dwelling is to be used as accommodation by the landlord or someone in the landlord’s household
- other reason \_\_\_\_\_

**Termination of fixed-term tenancy**

- The tenancy **cannot** be terminated by either party during the rental period. The tenancy expires at the end of the agreed rental period.
- Either party may terminate the tenancy giving \_\_\_\_\_ months’ notice.

Any limitations of the right of termination \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If none of the alternatives for termination has been selected, a period of notice of three months will apply. The period of notice expires at the end of a calendar month.  
If the tenancy concerns a single guest room with access to another person’s dwelling (see section 2 C), the period of notice applies from date to date, and one month’s notice is required unless otherwise agreed.

## Alternative 2 – Tenancy agreement without time limit

The tenancy is not for a limited time period and can be terminated by either party giving \_\_\_\_\_ months' notice with effect from the end of a calendar month.

Unless otherwise agreed, the period of notice is three months with effect from the end of a calendar month. If the tenancy concerns a single room with access to another person's dwelling, the period of notice applies from date to date, and one month's notice is required unless otherwise agreed.

### Termination by the tenant

If the right to termination has been agreed, the tenant may terminate the tenancy by giving notice as agreed.

### Termination by the landlord

If the right to termination has been agreed, the landlord may terminate the tenancy by giving notice as agreed. Notice of termination by the landlord must also:

- be made in writing
- state the grounds for termination
- state that the tenant may object in writing to the landlord within one month of receipt of the notice of termination
- state that, if the tenant does not object within the deadline, the tenant loses his/her right to claim that the termination is unlawful, cf. Section 9-8 first paragraph second sentence of the Tenancy Act. In such case, the landlord may demand enforced eviction pursuant to Section 13-2 third paragraph (c) of the Enforcement of Claims Act.

A notice of termination that does not meet the above requirements is not valid. If the tenant moves out in accordance with the notice, the notice is deemed to have been accepted.

### Special rules regarding notice of termination of a single guest room with access to another person's dwelling

For letting of a single guest room where the tenant, pursuant to the tenancy agreement, has access to another person's dwelling, it is sufficient that notice of termination by the landlord is given in writing and within the period of notice provided for by agreement or legislation. No grounds need to be stated for the termination, and the tenant is not entitled to object to the termination as in the case of other types of tenancy, cf. Sections 9-5 to 9-8 of the Tenancy Act.

## 6. The duties of the landlord

The landlord shall place the dwelling with fixtures and fittings at the tenant's disposal at the agreed time and in the agreed condition. Unless otherwise agreed, the dwelling with fixtures and fittings shall be tidied, cleaned and in a normal, good condition at the time of takeover.

Unless otherwise agreed, the landlord is obliged, during the rental period, to keep the dwelling in the condition that the tenant is entitled to pursuant to the provisions of the Tenancy Act, cf. chapters 2 and 5.

The landlord is responsible for ensuring that the dwelling has regulatory fire protection. At least one approved smoke detector must be installed, in such a position that it is clearly audible in all bedrooms with the doors shut. Manual fire extinguishing equipment must also be available for use in all rooms.

Any special terms and conditions can be entered under section 10 Special terms and conditions.

## 7. The duties of the tenant

### **Handover**

Matters that the tenant was aware of or ought to have been aware of on signature of the agreement or at the time of handover cannot be invoked as defects. The tenant loses his/her right to invoke a defect if notice of the defect is not given to the landlord within a reasonable period of time after it ought to have been discovered by the tenant.

### **Use**

The tenant is obliged to treat the dwelling with due care and otherwise in accordance with the tenancy agreement. The tenant cannot use the dwelling for other than the agreed purpose. The tenant is obliged to observe the house rules, cf. page 12.

### **Insurance**

The tenant is obliged to have contents insurance for the duration of the rental period. The landlord may demand that the tenant present an insurance certificate and receipt for payment of the insurance premium.

### **Maintenance**

Unless otherwise agreed, the tenant is obliged to maintain door locks, water taps, lavatories, electrical sockets and switches, hot-water tanks and furnishings and fittings in the dwelling that are not part of the immovable property. Unless otherwise agreed, the landlord is responsible for replacing any items belonging to the landlord that need to be replaced. Repairs as a consequence of accidental damage are not regarded as maintenance (cf. Section 5-3 of the Tenancy Act). The tenant is also obliged to unclog any blocked drains as far as own water trap. The tenant is also responsible for maintenance of white goods, furnishings and fittings that are included in the tenancy. Maintenance of electrical and plumbing installations shall be performed by a certified electrician or plumber.

### **Keys**

The tenant is responsible for returning all keys on expiry of the tenancy. If keys are lost during the rental period, the landlord shall be notified immediately, and in such case, the tenant must cover the costs of replacing locks. The tenant is also liable if the tenant's loss of keys means that any locks in the house's locking system have to be replaced.

### **Fire protection**

The tenant is obliged to perform necessary function testing, cleaning, battery replacement, testing etc. of smoke detectors and fire extinguishing equipment.

### **Alterations**

Without the landlord's prior written consent, the tenant cannot make alterations to the dwelling, including laying new floors, painting, changing colours, installing antennas, installing/moving washing machine, dryer, dishwasher, bathtub, stove etc.

### **Duty of notification**

If the tenant discovers any damage to the dwelling that requires immediate repair, the tenant is obliged to inform the landlord of this at once. The tenant is obliged to notify the landlord within a reasonable period of time of any other damage to the dwelling that is discovered.

### **Inspection**

Insofar as it is necessary, the tenant is obliged to give the landlord or the landlord's representative access to the dwelling to carry out general inspections, and, insofar as it is necessary, to carry out mandatory maintenance, lawful alterations or other work. The tenant must be given reasonable notice before inspection or maintenance is carried out.

### **Ventilation**

The tenant is obliged to ensure ventilation of the dwelling to prevent humidity damage. Vent valves must not be blocked and clothes can only be dried indoors subject to the landlord's written consent.

### **Heating**

The tenant is obliged to keep the dwelling sufficiently heated in the event of frost or a risk of frost.

### **Other matters**

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The provisions of the Tenancy Act are applicable where nothing else has been agreed.

## 8. Miscellaneous provisions

### Smoking

- Smoking is **not** permitted in the dwelling.
- Smoking is permitted in the dwelling.

### Animals

Keeping of animals is not permitted without the written consent of the landlord. The consent and any limitations can be included below. The tenant may nonetheless keep animals if there are good reasons for so doing and the keeping of animals does not inconvenience the landlord or the other users of the property, cf. Section 5-2 of the Tenancy Act.

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### Inclusion of members in the household

The tenant is entitled to include as members of the household his/her spouse or cohabitant, own relatives in direct line of ascent or descent or those of his/her spouse or cohabitant, and foster children. Inclusion of other persons in the household requires the consent of the landlord. Approval may only be refused if circumstances relating to the person in question constitute reasonable grounds or if the dwelling will clearly be overcrowded, cf. Section 7-1 of the Tenancy Act.

### Subletting

The tenant is not entitled to sublet or in other ways transfer his/her right of use to others without the landlord's consent, unless otherwise provided for in a written agreement or legal provision, cf. Section 7-2 of the Tenancy Act.

Subletting is nonetheless possible in the following cases:

- \* a tenant who will be living in the dwelling him/herself may sublet parts of the dwelling.
- \* he tenant may sublet the dwelling for up to two years in connection with temporary absence due to work, education, military service, illness or for other weighty reasons.
- \* the tenant may sublet the dwelling for the remainder of the rental period if the tenancy is time-limited.

The landlord may refuse to approve subletting pursuant to the above points if circumstances relating to the sub-tenant provide reasonable grounds or if the dwelling will clearly be overcrowded.

The landlord is entitled to information about the sub-tenant, including relevant references, before deciding the application for subletting.

### Change of tenant

The tenant is not entitled to transfer his/her rights and obligations under the tenancy agreement to others without the landlord's consent, unless otherwise provided for by law or agreement, cf. Chapter 8 of the Tenancy Act. Section 8-2 of the Tenancy Act will apply in the event of the tenant's death.

## 9. Eviction clause

- The tenant accepts that the landlord may demand eviction if the rent or agreed supplements are not paid within two weeks of issuing a written notice pursuant to Section 4-18 of the Enforcement of Claims Act, cf. Section 13-2 third paragraph (a).
- The tenant accepts that the landlord may demand eviction if the rental object is not vacated on expiry of the rental period, cf. Section 13-2 third paragraph (b) of the Enforcement of Claims Act.
- Eviction may be demanded on expiry of the period of notice when the termination meets the conditions of Section 9-7 of the Tenancy Act and the tenant has not objected in writing to the termination pursuant to Section 9-8 within the one-month deadline, cf. Section 13-2 third paragraph (c) of the Enforcement of Claims Act.
- Eviction may be demanded when circumstances exist whereby the landlord is clearly entitled to cancel the tenancy agreement, cf. Section 13-2 third paragraph (d) of the Enforcement of Claims Act.

A tenant who moves out following eviction is obliged to pay rent for the remaining part of the rental period with a deduction for any rent the landlord receives on re-letting the premises. The tenant must also cover the costs of eviction, legal proceedings and any tidying and cleaning.

## 10. Return of the dwelling

### Viewings

For the last \_\_\_\_ month(s) / \_\_\_\_ weeks before vacation of the dwelling, the tenant is obliged to let the landlord arrange viewings for prospective tenants or buyers.

This can take place every \_\_\_\_ day and \_\_\_\_ day between \_\_\_\_ and \_\_\_\_

### Condition

On termination of the tenancy, the dwelling shall be returned in the same condition as when it was taken over, with the exception of normal wear and tear and defects for which the landlord is responsible. Any damage over and above this must be covered by the tenant.

### Cleaning

The dwelling shall be thoroughly cleaned before being returned, including walls, ceilings, floors, mouldings, doors, windows and white goods. Cleaning of the kitchen shall include cleaning under and behind the cooker and other appliances. The kitchen fan shall be cleaned and the filter replaced. Cleaning of the bathroom shall include cleaning under the shower cabinet and bathtub. Drains shall be cleaned and unclogged before the dwelling is returned.

### Compensation for delays and defects

If the dwelling is not made available to the landlord on the date the tenancy expires, the landlord may claim compensation corresponding to the agreed rent until the tenant no longer uses the dwelling.

If the dwelling is in a poorer condition than agreed or than stipulated in Section 10-2 of the Tenancy Act, the landlord may claim coverage of necessary expenses for repairs/cleaning.

The landlord may also claim compensation for other losses resulting from breach of contract by the tenant, cf. Section 10-3 of the Tenancy Act.

### Movable property left behind

If movable property is left behind that must be assumed to belong to the tenant or someone in the tenant's household, the landlord shall take care of this for the tenant's account.

Obvious scrap can nonetheless be thrown away immediately. If the obligation to take care of such moveable property involves work, the landlord may claim reasonable compensation for this. Reference is otherwise made to Section 10-4 of the Tenancy Act.

## 11. Miscellaneous provisions

Matters that are not regulated by this contract shall be regulated by the provisions of the Tenancy Act.

The parties agree that the property's legal venue shall be the legal venue for all disputes arising from the tenancy.

## 12. Special terms and conditions

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## 13. Signatures

Two copies of the tenancy agreement shall be prepared and signed, of which the landlord and tenant shall retain one copy each.

Place/date \_\_\_\_\_

Landlord \_\_\_\_\_

Place/date \_\_\_\_\_

Tenant \_\_\_\_\_

Tenant \_\_\_\_\_

# Receipt on takeover

## Keys

- The tenant confirms the receipt of keys at the commencement of the tenancy (number and specification):

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## Cleanliness and condition

- The tenant takes over the dwelling and confirms that it has been adequately cleaned and is otherwise in the agreed condition.
- The tenant takes over the dwelling but has the following comments regarding its cleanliness and condition:

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The tenant will not in any case lose the right to invoke defects pursuant to Chapter 2 of the Tenancy Act.

\_\_\_\_\_  
Place/date

\_\_\_\_\_  
The tenant's signature

# Receipt on return of the dwelling

## Keys

- The landlord confirms the receipt of the following keys on termination of the tenancy (number and specification):

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## Cleanliness and condition

Any claims made by the landlord against the tenant after the termination of the tenancy shall be regulated by Chapter 10 of the Tenancy Act.  
The settlement of the deposit account or guarantee shall be regulated by the provisions in Sections 3-5 and 3-6 of the Tenancy Act.

\_\_\_\_\_  
Place/date

\_\_\_\_\_  
The landlord's signature

# House rules

1. The tenant is obliged to observe the house rules and to contribute to peace and order.
2. The tenant is responsible for ensuring that the dwelling is clean and in proper condition at all times, including exterior rooms and any common areas.
3. Common areas must not be used for other than the designated purposes. Common areas shall be cleaned and tidied after use.
4. Courtyards, entrance areas and staircases shall be kept tidy at all times. Bicycles, skis, boxes, prams etc. shall not be placed in common staircases, but in places designated by the landlord.
5. The entrance door shall be kept locked at all times.
6. The house shall be quiet after \_\_\_\_\_. The residents shall be given reasonable notice of any functions or parties that take place at a later hour.
7. The use of music systems etc. must be adjusted to avoid inconveniencing other tenants or neighbours.
8. The tenant is responsible for sufficient heating of the dwelling to prevent pipes from freezing.
9. The tenant is responsible for ventilation of the dwelling to prevent damage from damp. Vent valves must not be blocked and drying of clothes is only permitted in designated places.
10. Picture nails shall be used for hanging pictures and X hooks shall be used for hanging paintings and heavy pictures.
11. Installation or use of a washing machine in a room without a drain, or use of a dryer in a room without sufficient ventilation, is not permitted without the landlord's written consent.
12. The dwelling shall be ventilated through the windows, not through doors to common halls, staircases or similar.
13. Housework and other work in the dwelling or in common areas shall be adjusted to avoid inconveniencing the other tenants.
14. Rubbish and waste shall be placed in bins designated by the landlord. The tenant is responsible for ensuring that the bins are not over-filled and that they are put out for collection in the designated spot. When tidying or moving out, the tenant is responsible for removing extra waste and delivering it to a waste station.
15. The beating of carpets etc. shall take place in the courtyard or another place designated by the landlord. Beating of carpets etc. is not permitted on verandas, out windows or in staircases.
16. Clothes lines must only be put up in designated areas. Outdoor drying of clothes is not permitted on Sundays and holidays.
17. Barbecuing is not permitted on verandas or in the backyard.
18. Parking is only permitted in spots designated by the landlord.
19. If the rental object is a unit or part of a unit in a jointly-owned property or housing cooperative, the house rules of the property or cooperative also apply to the tenant.

## TO THE LANDLORD

*Are you familiar with your rights and obligations  
pursuant to the Tenancy Act?*

*Do you have questions about how to fill in  
this tenancy agreement?*

BERGEN HOUSEOWNERS' ASSOCIATION  
is a special interest organisation for  
houseowners/landlords.

Members receive advice and guidance  
in all matters relating to being a houseowner.

*Not a member yet?  
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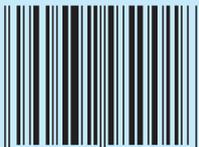
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