

Tenancy Agreement

§1. This Tenancy Agreement is entered into by

(1) the Student Welfare Organization at Vestlandet as the Landlord, and the Tenant:

Customer no:

For the tenancy of:

Student Housing Estate:

Building no.:

Section:

Floor:

Unit no.:

Price per month excl. electricity:

The premises shall cover the Tenant's accommodation requirements while he/she is under education. The agreement provides fewer rights than other rental agreements (c.f. s. 11.2 of the Norwegian Residential Tenancy Act.).

- (2) This agreement gives the right to housing in the Student Welfare Organization at Vestlandet – hereinafter referred to as Sammen. In case of larger rehabilitation the Tenant may, during the contract period, be required to move to another suitable housing run by Sammen. The Landlord will have to provide a written notification of such, by giving a 2 or 3 months' notice, depending on the type of room. Sammen may also in cases where there are reasonable grounds for terminating the tenancy, such as fire, damage to property etc, ask the Tenant to move to another suitable student housing. The Tenant shall pay the current rent rate for the relevant type of accommodation.
- (3) By signing this agreement, the Tenant accepts the provisions set out in «Residential Regulations for Sammen» and «Allocation Rules for Sammen». The Tenant must familiarize himself/herself with the relevant fire instructions, and is committed to take SiB's fire course. The documents and the fire instructions/course can be found at sammen.no.

§2. Tenancy Period

(1) The Tenancy Agreement comes into force at 12 noon date:

The Tenancy Agreement terminates at 12 noon without a period of notice, on

date:

4 months after the Tenancy began the Tenant may, at any time, terminate the lease with 2 months' notice. The notice period will start on the day of the notice. The agreement cannot be terminated earlier, nor by the Tenant. The notice must provide details of the Tenant's new address.

The Tenancy shall be terminated following a 2 months' notice period from the date when the Tenant leaves his/her course, irrespective of the date specified in the first part of this clause. The Tenant has a duty to report his/her discontinuation of a course to Sammen. If the Tenant fails to move out on his/her own accord, Sammen has a duty to give him/her notice to quit in accordance with the provisions set out in s. 9-6 of the Norwegian Residential Tenancy Act. Rent will be charged up to and including the date on which the keys to the property have been received by Sammen.

Sammen may also terminate the Tenancy Agreement. 4 months after the Tenancy began, Sammen may, at any time, terminate by giving a 2 or 3 months' notice, starting on the day of the notice, depending on the type of room.

Following an application from the Tenant, Sammen may in special cases make exemption from the 4 months' waiting period in the second paragraph.

§3. The Tenant's acceptance of the Tenancy Agreement

The Tenancy Agreement must be accepted, signed and returned to Sammen by the acceptance deadline. The Tenant must pay the deposit due by the same deadline, cf. § 6 below.

Acceptance deadline:

If the Tenant fails to honour the acceptance deadline, Sammen shall be entitled to let the premises to others. The agreement is binding if it has been signed and returned, even if no deposit has been paid. Special rules apply for changing accommodation units, cf. § 7.

Tenancy Agreement issue date:

§4. Cancellation of the Tenancy Agreement

(1) If the Tenant has yet to take up residence at the allocated premises 3 weeks after the tenancy commenced (cf. § 2), Sammen shall be entitled to cancel the tenancy agreement with immediate effect, unless the parties have entered into a written agreement which indicates otherwise. Sammen is entitled to deduct any outstanding rent from the deposit to be reclaimed.

§5. Rent

- (1) The Tenant is obliged to pay the current rent at all times.
- (2) The rent is payable no later than on the 15th day of every month. If the due date is on a Saturday or Sunday, on a national religious holiday, or on 1st or 17th of May, the due date is deferred to the first succeeding workday. The Tenant is responsible for paying the rent from the date the lease agreement comes into force (c.f § 2.), even if the Tenant should move into the premises on a different date.
- (3) The rent does not include electricity and heating, unless otherwise agreed.
- (4) In addition to the rent, the Tenant must pay his/her share of the electricity and heating costs.
- (5) The Tenant is liable for paying rent for the duration of the tenancy period, cf. § 2, even if the premises are vacated at an earlier date. If the Tenancy Agreement is terminated or cancelled by Sammen, the Tenant is liable for payment of rent until a replacement Tenancy Agreement comes into force for the relevant premises.
- (6) Sammen may defer their claim for payment in special cases. There is a special application form for this purpose.
- (7) The rent will be adjusted in accordance with chapter 4 of the Residential Tenancy Act.

§6. Deposit payable

- (1) The Tenant shall pay a deposit in accordance with the Residential Tenancy Act as security for unpaid rent, damage to the property, expenses accruing from default and any other claims arising from the Tenancy Agreement. The deposit amount is stated on the attached paying-in slip. Any interest earned on the deposit will be payable to Sammen.
- (2) When the Tenancy Agreement expires, the deposit shall be paid back in accordance with the provisions of s. 3-5 of the Norwegian Residential Tenancy

Act. Should Sammen demand that all or some of the deposit be retained, this demand must be put forward no later than one month after the tenancy terminated under § 2, or in accordance with notice given by Sammen or Sammen's termination of the Tenancy Agreement.

§7. Changing Accommodation

- (1) Should the Tenant wish to change his/her accommodation, an application must be submitted to Sammen. A processing cost will be charged if a replacement offer is given. There is a separate application for this purpose, and special rules apply.
- (2) Rent will be charged for both premises for any period during which they are both available to the Tenant, minimum 1 day.

§8. Handing over the premises – moving in

- (1) Sammen shall make the premises available to the Tenant at the agreed time, in a clean and tidy condition, cf. s. 2-2 of the Residential Tenancy Act. The resident tenants are responsible for the cleaning of the communal kitchens and bathrooms. Sammen can therefore not vouch for the cleanliness of these rooms at the start of the tenancy.
- (2) If the Tenancy Agreement comes into force on a Saturday or Sunday or on a national holiday, the Tenant will be unable to move in until the first succeeding workday. Tenants cannot move in between 24 December and 01 January inclusive, nor during the week before Easter Sunday.
- (3) Any complaint that the state of the premises at the start of the tenancy did not comply with the legal and contractual requirements must be made to SiB within 5 days of moving in at www.sammen.no. In making a complaint the Tenant grants access to the property to Sammen, or to a person or organisation appointed by Sammen, until the damage has been rectified. Details must be given of the issues that need to be rectified, otherwise they will be deemed to have been accepted by the Tenant. The latter does not apply if Sammen has acted with gross negligence or in breach of honesty or good faith.

§9. The Landlord's duties during the Tenancy Period

- (1) Sammen shall ensure that the premises are available to the Tenant throughout the Tenancy Period and that the premises are kept in good repair. Sammen has the right and duty, at regular intervals, and after given notice, to inspect and maintain the property.

- (2) Sammen has the right and duty to inspect at regular intervals the cleanliness of the communal kitchens and bathrooms. If the tenants have failed to meet requests for improved cleaning of the communal kitchen/bathrooms Sammen may undertake to have the rooms professionally cleaned. Any cost arising from such cleaning shall be charged to the tenants.
- (3) Sammen shall ensure that any yards, basements, stairways, corridors and attics are appropriately lit and that any outside lighting is in working order. Sammen shall organise and oversee the cleaning of communal areas.
- (4) Sammen – or a person or organisation nominated by Sammen – shall ensure that the tenancy agreement and property regulations are complied with.

§10. The Tenant's Duties during the Tenancy Period

- (1) The Tenant shall treat the premises and Sammen's other property with due care.
- (2) The Tenant has joint responsibility for the cleaning of communal kitchens and bathrooms. If the tenants have failed to meet requests for improved cleaning of the communal kitchen/bathrooms Sammen may undertake to have the rooms professionally cleaned. Any cost arising from such cleaning shall be charged to the tenants cf. § 9 (2).
- (3) The Tenant shall never act in a way which gives other tenants cause to feel threatened. The Tenant shall show due consideration towards other residents by respecting their right to sleep and work undisturbed etc. Chapter 2 of the property regulations sets out particular rules on peace and order. Any breaches of these regulations entitle Sammen to terminate the tenancy cf. 13(5)
- (4) The Tenant shall comply with the current residential regulations at all times, and with the associated rules adopted by the Students Committee at the relevant Student Housing Estate.
- (5) The premises must never be used for any purpose other than accommodation without the permission of Sammen.
- (6) When circumstances dictate a need for inspection, maintenance work, repairs and refurbishment, the Tenant shall accept that Sammen, or someone authorised by Sammen, gain access to the premises. The Residential Regulations chapter 3 will provide further details in this respect.
- (7) The Tenant shall immediately report any damage, including vermin, that requires attention to the Landlord via www.sammen.no. If the Tenant fails to submit such a report, he/she shall lose his/her right to compensation and waive his/her right to claim a price reduction under s. 14 (5) of the Agreement.
- (8) The Tenant shall never remove cookers, heaters, refrigerators, furniture etc. from the premises without Sammen's permission, nor shall he undertake any paint work or decorating. Moreover, aerials must never be installed without Sammen's prior approval.

§11. The Tenant's Liability for Compensation

- (1) The Tenant shall pay compensation for all damage to Sammen's property, whether caused by the Tenant or members of his household, a sub tenant or any other person to whom the Tenant has granted access to the premises or any other part of Sammen's property.
- (2) The Tenant is not liable for damage and deficiencies caused by ordinary wear and tear.

§12. Sub-letting

- (1) Sub-letting parts of the premises and the inclusion of further household members is not permitted without the written prior permission of Sammen. There is a special application form for this purpose.
- (2) The sub tenant must fulfil the same tenancy requirements as other tenants.
- (3) Sub tenants cannot be asked or agree to pay a higher rent than what is payable by the Tenant to Sammen.
- (4) The Tenant is responsible for ensuring that the rent is paid on time throughout the subletting period.

§13. The Tenant's Breach of Contract

- (1) If the rent or any agreed additional charges have not been paid within 14 days of a written reminder having been issued on or after the due date, the Tenant accepts that he/she may be evicted without trial under s. 13-2(3)(a) of the Norwegian Debt Enforcement Act, cf. s. 4-18. The Tenant cannot bring a counter claim against Sammen unless this claim has been accepted or made legally binding through verdict or settlement.
- (2) The Tenant also accepts that debt enforcement proceedings without trial may be initiated once the Tenancy Period has expired, and if the tenancy has been cancelled or terminated under the rules of s. 13-2(3)(b – d).
- (3) If the premises are not made available to Sammen on the date the Tenancy Agreement expires, Sammen will be entitled to claim payment of rent at the agreed rate until the Tenant vacates the premises, with the possible addition of compensation if the conditions set out in s. 10-3 (3) or (4) or (7) are fulfilled.
- (4) The Tenant is liable for all costs incurred through the eviction and clearance process.
- (5) If the Tenant knowingly gives false information in his/her application for student accommodation, Sammen is entitled to revoke the agreement. Sammen may also revoke the agreement if the Tenant is in serious breach of the Tenancy Agreement, the Residential Regulations, or any other rule adopted by a general meeting of residents or the Students Committee subject to the provisions of the Residential Regulations. In such case, Sammen may terminate the agreement instead.
- (6) If a payment is made after the due date, the Tenant is obliged to pay penalty interest in accordance with the Norwegian Act on Penalty Interest etc of 17.12.1976 no. 100. The Tenant is also obliged to compensate Sammen for their expenses in connection with enforcing the payment, inclusive of a charge for issuing a debt collection demand.

§14. Sammen's Breach of Contract

- (1) A Tenant who in accordance with s. 3 of the Tenancy Agreement has accepted the Tenancy Agreement with Sammen, but who on the first day of the tenancy period has yet to receive a permanent or temporary accommodation allocation, is

entitled to submit his/her claim to Sammen for similar alternative accommodation or budget hotel or guesthouse accommodation.

- (2) Sammen shall rectify without undue delay any deficiency or defect identified by the Tenant at the start of the tenancy or at a later date.
- (3) If the deficiency is caused by ongoing maintenance work, or if there is another good reason for the deficiency, Sammen may remedy the deficiency on a temporary basis, even if this results in a poorer but acceptable solution for the Tenant than his/her contractual entitlement.
- (4) If Sammen fails to meet the Tenant's request for improvements, or if the deficiency cannot be remedied or repaired as mentioned above, the Tenant is entitled to terminate the Agreement, unless the deficiency must be considered insignificant.
- (5) The Tenant may claim proportionate compensation or rent reduction for any period during which the accommodation suffers from deficiencies which cannot be considered insignificant and which have been reported to the landlord. If the Tenant's demand for compensation or rent reduction is rejected the Tenant may appeal to the Accommodation Committee (Boligutvalget). The appeal should be addressed to Sammen no later than 6 – six – days after the Tenant has received the refusal.

§15. Vacating the premises

- (1) When the tenancy period expires, the Tenant shall clean the accommodation premises and hand them back to Sammen, with all fixtures and fittings, in the condition they were when the Tenant moved in, with due allowance made for ordinary wear and tear and defects.
- (2) On the day of moving out, the Tenant shall vacate the premises and hand in the keys to Sammen before 12.00 noon. If the keys are handed in after this time, the Tenant will be charged with an administration cost, in addition to rent until such time as the keys have been handed in.
- (3) The Tenant is liable for damages if on vacating the premises, defects and/or deficiencies are found which:
 - a) the Tenant failed to report at the start of the tenancy, or which the Tenant subsequently failed to report as stipulated under § 10 (7), and
 - b) the Tenant cannot document to be excluded from his/her liability under § 11 (1), and
 - c) have not been caused by ordinary wear and tear.
- (4) The Tenant shall contact Sammen or the person or organisation nominated by Sammen well in advance, and no later than two days prior to moving out, in order to agree a time for inspection. If Sammen or its representative find the property to be in an unsatisfactory condition with regards to cleaning or tidying the Tenant will have the opportunity to rectify any discrepancies.
- (5) Deficiencies which the Tenant has failed to remedy may be remedied by Sammen at the Tenant's expense. Sammen shall submit their charge for any such repairs no later than one month after the Tenant moved out.
- (6) When the Tenant vacates the premises, he/she has a duty to remove all personal property. If items assumed to be property of the Tenant or a member of his/her household are found on the premises after the Tenant has moved out, Sammen shall retain such items at the Tenant's expense. However, items which are considered rubbish may nevertheless be thrown away immediately. If the duty of care entails work, Sammen is entitled to claim payment for this. Please also refer to s. 10-3(2) of the Norwegian Residential Tenancy Act.

§16. Legal venue

- (1) The parties accept the property's jurisdiction as legal venue in all and any disputes arising from the tenancy.

§17. Relationship with the Residential Tenancy Act

This Agreement covers the letting of residential premises to people with a temporary special need for accommodation, cf. s. 11-2 of the Norwegian Residential Tenancy Act.

The provisions of s. 11-2 of the Norwegian Residential Tenancy Act accord fewer rights to the Tenant than if he/she was renting any other type of accommodation. Provided no further agreement has been made, the Residential Tenancy Act of 26 March 1999 no. 17 will apply for the tenancy.

The undersigned Landlord is familiar with and accepts all the provisions set out in this Agreement, which has been made out in duplicate, one copy to be retained by the Tenant and one copy to be retained by the Landlord.

§ 18 Relationship to the cancellation act

You are entitled to withdraw from this agreement within 14 days after conclusion of the agreement, without giving any reason. The day the lease was signed is not included in the deadline.

Standardized cancellation form, as well as information on the terms, deadlines and procedures for using the right of cancellation are attached to this agreement.

The tenant agrees that delivery of the service has begun upon the start of the lease.

When signing this agreement, the tenant acknowledges that the right to cancellation will be lost upon the start of the tenancy, cf. cancellation act, section 22 letter c.

The Tenant's signature:

For the Landlord: Director of Sammen Housing,
The Student Welfare Organization at Vestlandet

1 copy to be signed and returned to Sammen

1 copy to be retained by the Tenant