

# Tenancy Agreement

## 1. This Tenancy Agreement

Customer no:

(1) Is entered into by the Student Welfare Organization at Vestlandet as the Landlord and:

For the tenancy of:

Student Housing Estate:

Building no.:

Section:

Floor:

Unit no.:

Price per month excl. electricity:

This agreement relates to letting of housing which, after the decision of a body for state, county municipality, or municipality, is to be used by students. The agreement provides fewer rights than other rental agreements (cf. section 11.2 of the Residential Tenancy Act.).

- (2) This agreement gives the right to housing run by 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. Sammen will have to provide a written notification of such by giving a 3 months' notice. 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" and "Allocation Rules" for Sammen. The Tenant must familiarize himself/herself with the relevant fire instructions, and is committed to take Sammen's fire course where this is available. The documents can be found at [www.sammen.no](http://www.sammen.no).

## 2. Tenancy Period

The Tenancy Agreement comes into force at 12 noon

date:

The Tenancy Agreement terminates

at 12 noon without a period of notice, on

date:

3 months after the start of the tenancy, the Tenant may, at any time, terminate the lease with 3 months' notice. The notice period applies from the first day of the following month. 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 3 months' notice period starting from the first day of the following month should the Tenant leave or interrupt 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 of his/her own accord, Sammen has a duty to give him/her notice to quit in accordance with the provisions set out in section 9-6 of the Residential Tenancy Act. Rent will be charged up to, and including, the date on which the keys to the property has been received by Sammen.

Sammen may also terminate the Tenancy Agreement. 3 months after the Tenancy began, Sammen may, at any time, terminate by giving 3 months' notice, starting on the first day of the following month.

Following an application from the Tenant, Sammen may in special cases make exemption from the 3 months' binding period.

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

Acceptance deadline:

The Tenancy Agreement must be accepted, signed, and returned to Sammen by the acceptance deadline.

The Tenant must pay the deposit due by the said deadline, cf. section 6 below.

If the Tenant fails to honor the acceptance deadline, Sammen is 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. section 7.

Tenancy Agreement issue date:

## 4. Cancellation of the Tenancy Agreement

If the Tenant has yet to take up residence at the allocated premises 3 weeks after the tenancy started (cf. section 2), Sammen is entitled to cancel the Tenancy Agreement with immediate effect, unless the parties have entered into a written agreement that indicates otherwise. Sammen is entitled to deduct any outstanding rent from the deposit.

## 5. Rent

- (1) The Tenant is obliged to pay the current rent at all times.
- (2) The rent is to be paid 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 the 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 (cf. section 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 is stated.
- (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. section 2, even if the premises are vacated at an earlier date. If the Tenancy Agreement is terminated or revoked by Sammen due to breach of contract, the Tenant is liable for payment of rent until a replacement Tenancy Agreement comes into force for the relevant premises.
- (6) Sammen may defer the claim for payment in special cases.
- (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 section 3-5 of the 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 section 2 or in accordance with notice/termination of the Tenancy Agreement given by Sammen.

## 7. Changing accommodation

- (1) Should the Tenant wish to change his/her accommodation, an application must be submitted to Sammen. A cost will be charged if a replacement offer is given. Special rules for changing accommodation apply.
- (2) Rent will be charged for both premises for the period during which both are available to the Tenant.

## 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. section 2-2 of the Residential Tenancy Act. The resident tenants are responsible for the cleaning of the common 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, Sunday, or on a national holiday, the Tenant will be unable to move in until the first succeeding workday. Tenants cannot move in between the 24st of December and the 1st of 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 Sammen within 5 days of moving in. In making a complaint, the Tenant grants Sammen or a person or organization appointed by Sammen access to the property 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. Sammen's duties during the tenancy

- (1) Sammen shall ensure that the premises are available to the Tenant throughout the tenancy 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 common kitchens and bathrooms. If the tenants have

failed to meet requests for improved cleaning of the common kitchen/bathrooms, Sammen may undertake to have the rooms professionally cleaned. The tenants will be charged any costs arising from such cleaning.

- (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 organize and oversee the cleaning of such common areas.
- (4) Sammen – or a person or organization nominated by Sammen – shall ensure that the Tenancy Agreement and property regulations are complied with.

#### 10. The Tenant's duties during the tenancy

- (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 common kitchens and bathrooms. If the tenants have failed to meet requests for improved cleaning of the common kitchen/bathrooms, Sammen may undertake to have the rooms professionally cleaned. The tenants will be charged any costs arising from such cleaning, cf. section 9 (2).
- (3) The Tenant shall never act in a way that gives other tenants cause to feel threatened. The Tenant shall show due consideration towards other residents by, amongst other things, respecting their right to sleep and work undisturbed. Chapter 2 of the Residential Regulations sets out particular rules on peace and order. Any breaches of these regulations may entitle Sammen to terminate the tenancy, cf. section 13 (5).
- (4) The Tenant shall comply with the current Residential Regulations at all times, and with the particular rules of each individual premises.
- (5) The premises must never, without the permission of Sammen, be used for any purpose other than accommodation.
- (6) When circumstances dictate a need for inspection, maintenance work, repairs, and refurbishment, the Tenant shall accept that Sammen, or someone authorized by Sammen, gain access to the premises. The Residential Regulations will provide further details in this respect.
- (7) The Tenant shall immediately report any damage, including vermin, that requires attention to Sammen at [www.sammen.no](http://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 section 14 (5) of the Tenancy Agreement.
- (8) The Tenant shall never remove cookers, heaters, refrigerators, furniture etc. from the premises without Sammen's permission, nor 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. Subletting

- (1) Subletting parts of the premises, and the inclusion of further household members, is not permitted without the written and prior permission of Sammen.
- (2) The subtenant must fulfil the same tenancy requirements as other tenants.
- (3) Subtenants 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 section 13-2 (3)(a) of the Debt Enforcement Act, cf. section 4-18.
- (2) The Tenant also accepts that debt enforcement proceedings without trial may be initiated once the tenancy has expired, and the tenancy has been terminated or revoked under the rules of section 13-2 (3)(b-d) of the Debt Enforcement Act.
- (3) If the premises are not made available to Sammen on the date the Tenancy Agreement expires, Sammen may 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 section 10-3 (3) or (4) or (7) of the Residential Tenancy Act 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 may 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 rules subject to the provisions of the Residential Regulations. In such cases, 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 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 a charge for issuing a debt collection demand.

#### 14. Sammen's breach of contract

- (1) A Tenant who in accordance with section 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 student 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 that cannot be considered insignificant and that have been reported to Sammen. If the Tenant's demand for compensation or rent reduction is rejected, the Tenant may appeal the decision. 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 same condition as when the Tenant moved in, with due allowance made for ordinary wear and tear and defects, cf. section 10-2 of the Residential Tenancy Act.
- (2) On the day of moving out, the Tenant shall vacate the premises and hand over the keys to Sammen before 12.00 noon. If the keys are handed in after this time, the Tenant will be liable for compensation pursuant to section 10 – 3 of the Residential Tenancy Act.
- (3) The Tenant will be charged rent until the keys are returned, cf. section 10-3 (1) of the Residential Tenancy Act.
- (4) The Tenant is liable for damages if, on vacating the premises, defects and/or deficiencies are found that:
  - a) the Tenant failed to report at the start of the tenancy, or that the Tenant subsequently failed to report as stipulated under section 10 (7), and
  - b) are due to the Tenant's negligent use of the accommodation, cf. section 5-1 (2) of the Residential Tenancy Act, and
  - c) have not been caused by ordinary wear and tear.
- (5) The Tenant shall contact Sammen, or the person or organization nominated by Sammen, well in advance and no later than 5 days prior to moving out, in order to book 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.
- (6) Deficiencies that the Tenant has failed to remedy, may be remedied by Sammen at the Tenant's expense. Sammen shall submit the charge for any such repairs in writing no later than one month after the Tenant moved out.
- (7) 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 be disposed of immediately. If the duty of care entails work, Sammen is entitled to claim payment for this. Please also refer to sections 10-3 and 10-4 of the Residential Tenancy Act.

#### 16. Legal venue

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

#### 17. Relationship to the Residential Tenancy Act

This agreement relates to letting of housing which, after the decision of a body for state, county municipality, or municipality, is to be used by students. The agreement provides fewer rights than other rental agreements (cf. section 11.2 of the Residential Tenancy Act).

Provided no further agreement has been made, the Residential Tenancy Act of 26 March 1999 no. 17 will apply for the tenancy. Both the Tenant and Sammen are familiar with, and accept, 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 Sammen.

#### 18. Relationship to the Cancellation Act

You are entitled to withdraw from this agreement within 14 days after signing 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 of 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 moving in, cf. Cancellation Act, section 22 letter c.

The Tenant's signature:

For Sammen: 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