



# TENANCY CONTRACT

## § 1. Applicability of tenancy

A tenancy contract is hereby concluded between SiO (The Foundation for Student Life in Oslo and Akershus), as represented by Student Housing, as the landlord, and .....as the tenant.

Accommodation type:  
Student village/house:

The landlord determines what type of accommodation will be offered at handover, within the designated accommodation types.

## § 2. Preconditions for tenancy

The tenancy shall cover the tenant's accommodation requirements for the duration of the tenancy. The precondition for the tenancy is that the tenant meets the conditions of SiO's Allocation rules in Appendix 1 at all times. The tenant is obliged to notify the landlord immediately if this precondition is no longer fulfilled. If the tenant is no longer pursuing the declared course of study as his principal occupation, the landlord has the right to terminate the tenancy with 2 – two - months' notice.

General provisions applicable to the tenancy, including the rent and deposit rates, any payable utilities, fees and charges are set out in Appendix 1.

## § 3. Duration of tenancy

The tenancy starts on: .....  
The tenancy ends without notice on: .....

Before expiry of the tenancy period, the tenant shall either  
a) apply for allocation of a new tenancy contract, or  
b) give notice that his occupancy will cease

For regulations and deadlines for applying for new allocation of tenancy, see Appendix 1 "General conditions concerning tenancy, Section 1, Allocation of a new tenancy contract.

During the tenancy period, the tenancy may be terminated by the tenant at 2 - two or 3 - three months' notice depending on the type of accommodation, counted from the 15th or last day of the month. Appendix 1 - price list, sets out the notice period for each type of accommodation.

Termination shall be submitted on the designated notice form via My page. A forwarding address and a bank account number for refund of the deposit shall be provided not later than on the tenant's departure day. The tenant agrees to vacate the property not later than 12 noon on the day the tenancy ceases.

#### **§ 4. Handover**

Unless otherwise agreed, handover of the accommodation shall be effectuated not later than 14 days after the agreed start of the tenancy. The tenant will be assigned the accommodation and any appurtenant storage space on arrival at the Customer Service Centre on the handover date. The accommodation will not be released for occupancy until the deposit has been paid and the other conditions of Section 2 of the tenancy contract have been met. Handover may be effectuated on all weekdays after 12 noon. If, pursuant to Section 3 of the tenancy contract, the tenancy is to commence on a Saturday, Sunday or other public holiday, the tenant undertakes to pay rent as of this day even if he does not take up occupancy until a later date. See Appendix 1 for details of handover to the tenant.

If the tenant, without special agreement to that effect, has failed to take up occupancy of the accommodation within 14 days of the agreed start of the tenancy (see Section 3), the landlord has the right to terminate the agreement and assign the accommodation to another accommodation applicant. In that event, the tenant should expect to have to cover the landlord's financial loss by an amount equivalent up to two months' rent. On delayed handover on the part of the landlord, the tenant may uphold the tenancy contract; see Section 2-9 of the Norwegian Tenancy Act, or demand his direct loss covered, see Sections 2-13 of the Norwegian Tenancy Act. In the case of a significant delay, the tenant has the right to terminate; see Section 2-12.

#### **§ 5. Relocation in the event of rehabilitation etc.**

In the event of major refurbishment/refitting of the property during the tenancy, the tenant may be required to relocate to alternative, suitable accommodation at the disposal of the landlord. The landlord shall give 2 – two - months' notice in writing of any such relocation. The tenant is not automatically entitled to return to his original accommodation after the refurbishment/refitting work has been completed. The landlord also has the right to require the tenant to relocate to alternative, suitable accommodation in the event of fire or other damage to the premises.

#### **§ 6. Rent**

The tenant agrees to pay rent according to the current rates set out in Appendix 1 for the duration of the tenancy period. Utilities are payable in addition to rent, as specified in Appendix 1. Sundry charges and the like will be charged monthly. The rent is payable in advance, by the first day of each month. For any delay in payment a reminder fee will be applied together with any charges to cover the costs of recovering amounts owed. In this context, the tenant is liable for any outlays, other costs and other losses borne by the landlord. The tenant agrees to pay rent from the start of the tenancy (see Section 3). If the accommodation is released for occupation by the tenant before the date of the start of the tenancy pursuant to Section 3, the tenant is obliged to pay rent from that earlier date. In the event of termination on the part of the tenant or landlord, the rental payment obligation will endure for the notice period, regardless of whether the tenant has vacated the accommodation at an earlier date.

#### **§ 7. Deposit**

The tenant agrees to pay a deposit to the landlord according to the current deposit rates set out in Appendix 1. The deposit will be retained by the landlord in full and for the duration of the tenancy as collateral for any unpaid rent, damage to the property, costs of eviction, charges and for any other claims arising from the tenancy contract. If the rent is adjusted, the parties are entitled to demand that the deposit be adjusted correspondingly. Interest on the account for the deposit shall accrue to the landlord; see Section 11-2, para. 4 of the Norwegian Tenancy Act. For the duration of the tenancy, neither party may dispose of the deposit amount alone. The landlord may however dispose of accrued interest.

## **§ 8. Condition of the accommodation at the time of handover to tenant**

The accommodation assigned to the tenant shall be in a normal satisfactory condition, clean, with window panes intact and working locks with keys/access cards to all external doors. Complaints concerning any defect or deficiency must be made within a reasonable period of time after the tenant discovered or should have discovered the defect or deficiency; otherwise the tenant forfeits his right to file a complaint for any defect or deficiency. The complaint shall be notified via My page on [www.sio.no/housing](http://www.sio.no/housing) and must itemise what the tenant demands to be repaired. When notifying the caretaker electronically of any damages or needed repairs, personal data are processed; see Section 20 about how we process personal data. In case of defects or deficiencies, the tenant may demand repairs, claim a rent rebate and/or compensation; see Chapter 2 of the Norwegian Tenancy Act. No claim may be filed to cover indirect losses. In case of a material breach of agreement, the tenant has the right to terminate the tenancy contract.

## **§ 9. Landlord's obligations during the tenancy period**

All interior and exterior maintenance of the accommodation and the property as a whole is the responsibility of the landlord. The landlord is under obligation to maintain the accommodation in a condition equivalent to that at the time it was handed over to the tenant, allowing for ordinary wear and tear. The landlord or his authorised representative shall ensure that peace and order are maintained.

In case of defects and deficiencies arising during the tenancy period, the tenant may file complaints as stated in Section 8; see Section 5-7 of the Norwegian Tenancy Act. Any complaint concerning defects or deficiencies by the tenant will be construed as the tenant's consent to the landlord surveying/remediating those defects or deficiencies, on weekdays between 08:00 am and 05:00 pm. During any survey/remediation, the landlord shall seek to accommodate the needs of the tenant.

The landlord has the right to make inspections of the accommodation, including checks that the communal kitchen and washroom facilities are being kept clean.

## **§ 10. Tenant's obligations and responsibility - alterations to the accommodation**

The tenant undertakes to treat the accommodation and the property as a whole with due care and to comply with the house rules in force at any time. The tenant is also responsible for ensuring compliance with the house rules by any person whom the tenant grants access to the accommodation/property. The current house rules are incorporated in Appendix 1. The tenant agrees to familiarise himself with the building's fire instructions and to comply with these. The tenant must repair any damage to the accommodation whether caused by the tenant himself or a member of his household, any subletter or anyone else whom the tenant has granted access to the accommodation or the property within the frameworks laid down by Section 5-8 of the Norwegian Tenancy Act. The accommodation must not be used for any purpose other than that stipulated or presupposed in the tenancy contract.

The tenant is not permitted to make alterations to the accommodation or the property as a whole. Alterations include the mounting of a satellite dish/aerial on the property, fitting of new locks, replacement of flooring, painting or decoration of the accommodation, removal, repositioning or replacement of ovens, cookers, furniture or the like. The tenant is obliged to give the landlord access to the accommodation to the extent necessary for inspection and routine maintenance. The tenant shall in such event be notified well in advance. The landlord has its own set of keys/access cards to all student accommodations.

## **§ 11. Tenant's obligation to notify damage to the property**

If the tenant discovers damage to the property that must be repaired without delay, the tenant is obliged to notify the landlord of this immediately. The tenant is also obliged to do whatever is necessary to prevent financial loss for the landlord as a result of such damage. If the tenant is not responsible for the damage, the tenant may claim reimbursement of his justifiable expenses in connection with any repairs and reasonable remuneration for any work undertaken.

In case of other damage to the property, the tenant is obliged to notify the landlord of this without undue delay. Failure by the tenant to notify the landlord as described above may result in the tenant being liable for any loss borne by the landlord.

## **§12. Subletting / household members**

Any application to sublet or to house additional household members must be made in writing. Approval may be refused if so indicated by conditions concerning the purpose of the accommodation or circumstances surrounding the persons concerned.

Subletting in connection with temporary absence may be refused if the landlord offers to dispose of the accommodation during the tenant's absence and the tenant is granted the right to resume occupancy after the absence.

The tenant is obliged to inform his subletter of the rules applicable to the tenancy and is responsible vis-à-vis the landlord for ensuring compliance with these rules. During the sublet period, the tenant is responsible vis-à-vis the landlord for ensuring that the rent and any additional charges are paid promptly and for any damage to the accommodation, its appurtenances or the property as a whole; see Section 10. The tenant may not charge his subletter a higher rent than the currently applicable rent for the accommodation.

### **§ 13. Keeping of animals**

The tenant is not permitted to keep any animal in the accommodation. If the tenant has justifiable reasons for keeping an animal in the accommodation, an application to do so, giving reasons, shall be submitted to the landlord so that the landlord may determine whether the conditions for keeping animals will be met, including investigation of the consequences of keeping animals on the property. It is in any event not permitted to keep an animal if this is to the inconvenience of the landlord or other users/tenants of the property. The tenant is not permitted to keep any animal until the landlord's written permission has been granted. Such permission may be revoked if any inconvenience as mentioned above should arise.

### **§ 14. Termination. Breach of contract, Eviction.**

If the tenant breaches the tenancy contract, or in case of other justifiable reason, the landlord has the right to terminate the tenancy contract with 2 - two or 3 - three month's notice depending on the type of accommodation. If the rent or agreed supplementary charges are not paid within 14 – fourteen - days of notice being given or after the due date, the tenant accepts that forcible eviction may be effected without legal proceedings pursuant to Section 13-2, 3rd para., letter a) of the Norwegian act relating to enforcement of claims (Enforcement Act). If the tenant does not vacate the accommodation on expiry of the tenancy period, eviction may equally be effected without legal proceedings pursuant to Section 13-2, 3rd para., letter b) of the Norwegian Enforcement Act.

If the tenant is otherwise in material breach of the tenancy contract, the contract may be terminated; see Section 9-9 of the Norwegian Tenancy Act. Material breach of the tenancy contract includes, but is not limited to, the following:

- a) if the tenant is in material breach of his obligation to pay rent or to meet other requirements ensuing from the tenancy contract,
- b) if the tenant, in spite of a written warning from the landlord, significantly neglects to perform his maintenance obligations or persists in acting in a manner that is seriously detrimental or inconvenient to the landlord, the property or other tenants/users,
- c) if the tenant, without being accorded the right to do so, wholly or in part permits third parties to use or access the property, and in spite of a written warning from the landlord fails to desist from doing so,
- d) if the tenant, without being accorded the right to do so, uses the accommodation in any other manner or for any other purpose than agreed, and in spite of a written warning from the landlord fails to desist from doing so, or
- e) if the tenant otherwise fails to perform his obligations in a manner that makes it necessary to terminate the tenancy contract.

If the tenant fails under such circumstances to voluntarily vacate the accommodation, the tenant may be forcibly evicted from the accommodation pursuant to Section 13-2, 3rd para., letter d) of the Norwegian Enforcement Act. A tenant who vacates the accommodation following forcible eviction or on the landlord's orders is obliged to pay rent for the remaining period of the tenancy contract period, with a rebate for the landlord's proceeds from a new tenancy provided such has been arranged. The tenant is also liable for any costs entailed by forcible eviction, legal proceedings and clearance of the accommodation.

### **§ 15. Vacating the accommodation**

On expiry of the tenancy period, the tenant shall return the accommodation and appurtenances and any storage space to the landlord in cleaned condition and otherwise in the same state as when the accommodation was taken over, apart from the depreciation due to normal wear and tear and any defects that the landlord himself is obliged to repair. If the keys are not returned by the agreed time (see Section 3) rent will be payable until the tenant's use of the accommodation ceases; see Section 10-3 of the Norwegian Tenancy Act. If the date on which the tenant is to vacate the property by special arrangement does not coincide with the payment due dates, rent will be charged for the intervening days.

If the accommodation is in a poorer state than agreed or as laid down in Section 10-2 of the Norwegian Tenancy Act, the landlord may claim reimbursement of necessary repair costs; see Section 10-3 of the Norwegian Tenancy Act. The landlord shall notify the tenant within a reasonable space of time in writing of any claims for repairs. If the tenant's conduct is construed as grossly negligent or contrary to honesty and good faith, no credit period will be granted.

## **§ 16. Personal property left behind by the tenant**

If the tenant leaves behind personal property on vacating the accommodation, the landlord may dispose of items which he deems to be of no financial or useful value, without notice. Any other personal property will be stored by the landlord.

The tenant will be notified and given a deadline within which to retrieve personal property provided that the tenant's forwarding address is known and the tenant's ownership of the personal property can be established. If the personal property is not retrieved within the deadline, the tenant may assume that it will be sold or otherwise disposed of. Personal property will be returned to the tenant after any offsets for expenses incurred by the landlord.

## **§ 17. Legal venue**

The parties agree to adopt the property's legal venue in any dispute arising out of the tenancy.

## **§ 18. Access monitoring**

The landlord uses electronic keycards. In connection with electronic access monitoring, personal data are processed; see Section 20 about how we process personal data.

## **§ 19. The Norwegian Tenancy Act**

Where no other provisions ensue from the tenancy contract, the tenancy shall be governed by Tenancy Act no. 17 of 26 March 1999. The present tenancy contract applies to the letting of accommodation which according to the decisions of a body representing a central, regional or local government authority is intended for use by persons with a need for accommodation in connection with a course of study; see Section 11-2. The tenant is informed that his rights as a tenant are subject to restrictions compared with those applicable to the letting of other types of dwelling.

In the event that this tenancy is subject to the Norwegian Cancellation Act if the accommodation is handed over before the cancellation period has expired, the tenant acknowledges that such cancellation right will lapse upon handover.

## **§ 20: Processing of personal data**

Information about how we process personal data in connection with the tenancy is contained in SiO's privacy statement. Find it here: <https://www.sio.no/en/shortcuts/about-sio/privacy-policy>.

The tenant can also get the privacy statement in writing at SiO Customer Service Centre.

**I hereby confirm that I am familiar with the contents of Appendix 1 and that Appendix 1 is to be construed integral to this Tenancy Contract.**

Place/Date:

Tenants Signature: