

## TENANCY CONTRACT

### §1. Applicability of tenancy

A tenancy contract is hereby concluded between Studentsamskipnaden SiO, as represented by SiO Housing, as the landlord, and

Name: FIRST AND LAST NAME

Date of Birth: DD.MM.YY

Birth number: NATIONAL IDENTITY NUMBER

as the tenant, and concerns rental of: DD.MM.YY

Student village/house:

Housing type:

Housing unit:

Unless specified in the contract, the landlord determines what type of housing unit will be offered at handover, within the designated housing types.

### §2. Preconditions for tenancy

The tenancy shall cover the tenant's housing requirements for the duration of the tenancy. The precondition for the tenancy is that the tenant meets the conditions of SiO's Allocation rules included 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 their principal occupation, this gives the landlord grounds for termination in accordance with the termination rules in § 3.

Appendix 1 consists of 4 documents which are to be considered part of the tenancy contract: the General tenancy regulations, Price list, Regulations for the allocation and House Rules. All the documents are to be considered part of the tenancy contract. The tenant is obligated to familiarize themselves with the contents of Appendix 1. The rent is specified on My page/housing and is determined according to the applicable rental rates at all times, which can also be found in the Price list in Appendix 1.

### §3. Duration of tenancy

The tenancy starts on: DD.MM.YY

The tenancy ends without notice on: DD.MM.YY

For regulations and deadlines for applying for a new tenancy contract, see Appendix 1 "General tenancy regulations, Section 1, Apply for a new tenancy contract."

During the tenancy period, the tenancy may be terminated by the parties with 2 - two or 3 – three months' notice depending on the housing type, counted from the 15th or last day of the month. Termination shall be submitted on the designated notice form via My page. The tenant agrees to vacate the property no later than 12 noon on the day the tenancy ceases.

### §4. Handover

Unless otherwise agreed, handover of the housing shall be effectuated no later than 14 days after the agreed start of the tenancy. Handover will not take place until the terms in the tenancy contract § 2 have been met.

Handover can take place from the day the contract starts after 12:00 during the customer service center's opening hours or by further agreement. The tenant is obliged to pay rent from the start of the contract, even if handover takes place later. See Appendix 1 "General tenancy regulations" for details regarding handover.

If the tenant, without special agreement to that effect, has failed to take up occupancy of the housing within 14 days of the agreed start of the tenancy (see Section 3), this constitutes a breach of the tenancy. In such case, the

landlord can terminate the agreement and assign the housing to another applicant, as well as claim compensation for his financial loss as a result of the tenant's breach of the agreement. The sum of the compensation claim is calculated specifically but will be limited to the sum of two months' rent.

In case of 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 housing at the disposal of the landlord. The landlord shall give 2 - two or 3 - three months' notice equivalent to the termination notice period of the housing type. The tenant is not automatically entitled to return to his original housing unit after the refurbishment/refitting work has been completed. The landlord also has the right to require the tenant to relocate to alternative housing in the event of fire or other damage to the premises.

#### **§6. Rent**

The tenant agrees to pay monthly rent as specified on My page/housing. The rent is determined according to the applicable rental rates at all times which can also be found in the Price list in Appendix 1. Energy is included in the rent. The rent is paid in advance, by the first day of each month. In case of delayed payment, interest on overdue payments and reminder fees will be applied together with any charges to cover the costs of recovering amounts owed. The tenant is responsible for expenses, other costs, and any other loss incurred by the landlord as a result of delayed or non-payment.

The tenant agrees to pay rent from the start of the tenancy (see Section 3). If the tenant has taken possession of the residence before the start date of the tenancy, according to Section 3, the tenant is obliged to pay rent from the date of possession. In the event of termination on the part of the tenant or landlord, the rental payment obligation will endure throughout the notice period, regardless of whether the tenant has vacated the housing at an earlier date.

#### **§7. Condition of the housing upon handover**

The housing unit assigned to the tenant shall be in a normal satisfactory condition, clean, with windowpanes 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 reported via My page and must specify what the tenant demands to be repaired. When notifying the caretaker of any defects or deficiencies, personal data are processed; see Section 19 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.

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

The landlord provides all internal and external maintenance of the housing unit and the property, with the exception of what is the tenant's responsibility according to Section 9. It is the landlord's responsibility to keep the housing in the same condition as when it was handed over, with deductions for general wear and tear. If deficiencies arise during the tenancy, the tenant can make applicable claims as mentioned in Section 7; see Section 5-7 of the Norwegian Tenancy Act.

The tenant's complaint must be made as described in Section 7. The tenant's complaint about errors/defects in the residence and/or shared areas is considered a consent for the landlord to carry out inspections/corrections weekdays between 07:00 – 17:00 in shared areas and between 08:00 – 17:00 in the residence. In the event of an inspection/remediation, the landlord must seek to accommodate the needs of the tenant.

The landlord has the right to supervise the housing unit, including inspecting the cleaning and maintenance needs of the shared kitchen and shared bathroom.

### **§9. Tenant's obligations and responsibility - alterations to the housing**

The tenant is obligated to take care of minor maintenance and replacement work. This applies both to the tenant's exclusive areas and to shared areas such as the kitchen, bathroom, and shared corridor. The maintenance responsibility includes replacing light bulbs and shower curtains, cleaning drains and pipes, and cleaning or replacing the washable filter for the kitchen ventilator as needed. The tenant is also responsible for ensuring that fire safety equipment is compliant with regulations at all times, including replacing batteries for battery-operated smoke detectors. In the shared areas, all tenants sharing the space have a joint responsibility to carry out the aforementioned maintenance and replacement work.

The tenant undertakes to treat the housing 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 housing unit/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 pay for repair of any damage to the housing 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 housing or the property within the frameworks laid down by Section 5-8 of the Norwegian Tenancy Act. The housing must not be used for any purpose other than what is stipulated or presupposed in the tenancy contract.

The tenant is not permitted to make alterations to the housing unit 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 housing unit, removal, repositioning or replacement of ovens, cookers, furniture or the like. The tenant is obliged to give the landlord access to the housing unit 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 housings.

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

If the tenant discovers damage to the residence 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 to the residence/landlord's property, the tenant may claim reimbursement of his justifiable expenses in connection with any repairs and reasonable remuneration for any work undertaken. The tenant is also obliged to notify the landlord of other damage to the property 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.

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

Any application to sublet or to house additional household members must be made in writing. Approval may be denied if circumstances related to the purpose of the housing or the persons concerned, warrant it.

Subletting in connection with temporary absence may be refused if the landlord offers to dispose of the housing unit 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 subletting period the tenant is responsible towards the landlord for ensuring that the rent and any additional charges are paid promptly and for any damage to the housing, its appurtenances, or the property as a whole; see Section 9. The tenant may not charge his subletter a higher rent than the rent the tenant pays to SiO.

### **§12. Keeping of animals**

The tenant is not permitted to keep any animal in the housing. If the tenant has justifiable reasons for keeping an animal in the housing, 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.

### **§13. Breach of contract. Eviction**

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 housing 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 housing 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 housing, the tenant may be forcibly evicted from the housing pursuant to Section 13-2, 3rd para., letter d) of the Norwegian Enforcement Act. A tenant who vacates the housing 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 housing.

### **§14. Vacating the housing**

Upon expiry of the tenancy period, the tenant shall return the housing and appurtenances and any storage space to the landlord in cleaned condition and otherwise in the same state as when the housing was taken over, apart from the depreciation due to normal wear and tear and any defects that the landlord himself is obliged to repair. When the tenant moves out, the landlord will check the vacated housing. In connection to this, the landlord will enter the areas shared by several tenants to gain access to the housing unit. If your moving out is not registered on My page or the keys/access cards are not returned by the agreed time (see Section 3), rent will be payable until the tenant's use of the housing 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 housing 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.

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

If the tenant leaves behind personal property upon vacating the housing, the landlord may dispose of items which seem 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 and contact information are 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.

#### **§16. Legal venue**

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

#### **§17. Access control**

The landlord uses electronic keycards. In connection with electronic access control, personal data are processed; see Section 19 about how we process personal data.

#### **§18. 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 housing 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 housing 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.

#### **§19. Processing of personal data**

Information about how we process personal data in connection with the tenancy is contained in SiO's privacy policy. Find it here:

<https://www.sio.no/en/about-sio/privacy-policy-and-cookies>

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

#### **§20. Insurance**

The landlord insures the building/property, and the tenant insures home contents, inventory and personal belongings through home contents insurance.

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The tenant acknowledges that the right of withdrawal is waived simultaneously as the tenant chooses to take over the rental property, cf. the Cancellation Act, Section 22, first paragraph, letter c. This applies regardless of whether the withdrawal period according to the Cancellation Act, Section 21 has expired.

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. The House Rules are subject to change and the tenant is obliged to comply with the House Rules in force at all times. The current version can always be found on SiO's website.

Place/date:

Tenant's signature:

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Sales and Customer Service Manager:



Elin Øvstebø Birketvedt