

Tenancy Agreement

1. Subject of the Tenancy

Between Studentsamskipnaden SiO v/SiO Bolig, as the **landlord**, and as the **tenant**

Name: FIRST AND LAST NAME

Date of Birth: DD.MM.YY

Personal Identification Number: PERSONAL IDENTITY NUMBER

Has a contract been entered into for the lease of the following student housing:

Student Village/Student House:

Housing Type:

Housing Unit:

Definitions:

“Exclusive Area”: The Housing Unit as specified above.

“Common Leased Area”: Areas shared with other tenants, such as a common kitchen, common bathroom, and possibly a common hallway, shared only with the tenants with whom the kitchen is also shared. Tenants who have both their own kitchen and their own bathroom do not have Common Leased Areas.

“The Housing Unit”: **Exclusive** Area and, if applicable, Common Leased Area.

If the tenant does not share areas with other tenants, “The Housing Unit” and “Exclusive Area” are the same.

2. Prerequisites for the Tenancy and Appendices

The tenancy agreement is entered into on the condition that the tenant throughout the tenancy fulfills the requirements in SiO’s Allocation Regulations included as Appendix 1 to this agreement.

The landlord may at any time demand documentation that the tenant fulfills the prerequisites in the Allocation Regulations. The tenant is obliged to immediately notify the landlord if the prerequisites are no longer met. Failure to comply with the Allocation Regulations constitutes a valid ground for termination, cf. section 3 of this agreement.

The Housing Unit shall only be used for residential purposes and in accordance with the rules of use specified below for the specific dwelling:

Housing Unit for one: Shall only be inhabited by the tenant and it is not permitted to have children residing here.

Housing Unit for a couple: Shall only be inhabited by the tenant and their registered cohabitant. It is not permitted to have children residing here.

Housing Unit for a family: Shall only be inhabited by the tenant and children, as well as any registered cohabitant.

Friend Unit: Shall only be inhabited by the tenant and registered sub-tenants.

Appendix 1 consists of three documents which are considered part of the tenancy agreement: The House Rules, the Allocation Regulations, and SiO's Housing type overview. The tenant is obliged to familiarize themselves with the collective content of Appendix 1.

3. Duration of the Tenancy

The tenancy starts on DD.MM.YY at 12:00 PM (daytime).

The tenancy is fixed-term and terminates automatically without need for notice on DD.MM.YY.

Before the expiry of the tenancy agreement, the tenant may apply to enter into an agreement for a new lease period. More information on this is available on SiO's website.

During the contract period, the tenancy may be terminated by the parties with a notice period of `sio_terminationmonthnotice` months, calculated from the 15th or the last day of the month, regardless of whether this is a public holiday or weekend. The termination must be in writing and submitted via the dedicated termination form on My page.

4. Taking Over the Housing Unit

The Housing Unit shall be taken over at the time the tenancy starts as stated in section 3, unless otherwise agreed. The specific time for taking over the Housing Unit is agreed upon on My page on SiO's website.

Regardless, the tenant is obliged to pay rent from the start of the tenancy. Other details for taking over the Housing Unit appear on SiO's website.

If the tenant has failed to take over the Housing Unit 14 days after the start of the tenancy without a special agreement, this constitutes a breach of the tenancy agreement. If the breach is material, the landlord may terminate the lease with immediate effect, cf. Section 9-9 of the Tenancy Act.

Loss of keys/access cards must be reported to the landlord immediately, and the tenant is responsible for costs resulting from the loss of keys/access cards.

5. Change of Housing Unit in Connection with Landlord's Work

In the event of major refurbishment work and/or rehabilitation of the property or the Housing Unit, the tenant may be required to move to another housing unit. The landlord shall give written notice of such a transfer with `sio_terminationmonthnotice` months' notice. The tenant cannot normally expect to return to their original housing unit after the work has been completed.

6. The Rent

The rent has been agreed upon as:

DD.MM.YY – DD.MM.YY: SUM kr per month

The rent is paid in advance by the first day of each month upon issuance of an invoice from the landlord. In case of delayed payment, default interest, reminder fees, and any costs for collection of the claim will accrue.

Energy, internet, and cleaning of common stairwells are included in the rent. The tenant must have their own router or network cable to use the internet in the Housing Unit. The tenant acknowledges that the included energy only covers the use of energy to meet ordinary residential purposes.

If the tenant, by separate agreement, has taken over the Housing Unit before the date of the tenancy start according to section 3 of the tenancy agreement, the tenant is obliged to pay rent from the time of the actual takeover. The obligation to pay rent also runs during any notice period, regardless of whether the tenant has moved out at an earlier time.

7. Condition of the housing Unit Upon Takeover

The Housing Unit shall, upon takeover, be in a generally good condition, with intact windows and with locks, including keys/access cards for all exterior doors. The Exclusive Area shall be cleaned. Common Leased Areas are always at the disposal of several tenants and will be in use by others at the time of takeover.

8. Landlord's Duties During the Tenancy

The landlord arranges for all internal and external maintenance of the Housing Unit and the property in general, with the exception of what is the tenant's responsibility according to section 10 of this agreement. The landlord is obliged to keep the Housing Unit in a condition corresponding to that at takeover, but ordinary wear and tear and aging must still be accepted by the tenant. The tenant is obliged to give the landlord and the landlord's representative access to the Housing Unit when necessary maintenance is to be performed. The landlord has the right to carry out necessary supervision of the Housing Unit, including inspecting the cleaning and maintenance needs of Common Leased Areas. The tenant shall in such cases be notified within a reasonable time. The landlord has its own set of keys/access cards for all student dwellings.

9. Breach of the Landlord's Duties

If there is a breach of the landlord's duties as stated in sections 7 and 8, the tenant may demand that the landlord rectify the matter. If the landlord does not rectify the defect within a reasonable time, the tenant may claim a rent reduction and/or compensation in accordance with the rules in Chapter 2 of the Tenancy Act. Compensation for indirect loss is not covered. In the event of a material breach, the tenant may terminate the agreement with immediate effect.

The tenant is obliged to report any defects to the landlord within a reasonable time after the defect was or should have been discovered. Complaints must be submitted via **My page**.

In the event of a complaint, personal data will be processed, cf. section 20.

The tenant's complaint regarding defects in the Housing Unit is considered consent for the landlord to conduct an inspection and, if necessary, rectify the defect. The landlord carries out such inspections and rectifications on weekdays between 07:00 and 17:00 after a specific agreement with the tenant.

Failure to file a complaint, or failure to do so in a timely manner, means that the tenant loses their right to assert the defect against the landlord.

10. Tenant's Duties and Responsibility – Alteration of the Housing Unit

The tenant is obliged to perform minor maintenance and replacement work in the Housing Unit. Maintenance responsibility includes replacing light bulbs and shower curtains, cleaning drains and sinks, as well as cleaning or replacing the washable filter for the kitchen fan hood when necessary. In Common Leased Areas, all tenants sharing the area have a joint responsibility to carry out the above-mentioned maintenance and replacement work.

The tenant is obliged to treat the Housing Unit and the property in general with due care and to follow the house rules in Appendix 1 in force at any given time. The tenant is also responsible for ensuring that third parties to whom the tenant grants access to the property comply with the tenancy agreement, including the house rules. The Housing Unit must not be used in a manner other than that stipulated or assumed in the tenancy agreement.

The tenant may not make alterations to the Housing Unit or the property in general. This includes, among other things, installing a different lock, changing floor coverings, painting or wallpapering the Housing Unit, removing, moving, or replacing heaters, stoves, furniture, or similar.

The tenant is obliged to familiarize themselves with the building's fire instructions and comply with them. The tenant is obliged to compensate for loss resulting from damage caused to the property by the tenant themselves, the tenant's household, sub-tenant, or others to whom the tenant has granted access to the Housing Unit or the property, cf. Section 5-8 of the Tenancy Act.

The tenant may be required to undergo fire and HSE (Health, Safety, and Environment) training via the internet.

11. Tenant's Duty to Report Damage

If the tenant discovers damage to the Housing Unit or the property in general, the tenant is obliged to report the damage to the landlord without undue delay. If the damage must be rectified without delay, the tenant is obliged to immediately notify the landlord. Breach of this duty may result in liability for compensation for the tenant.

The tenant is also obliged to do what is necessary to avert financial loss for the landlord as a result of damage to the Housing Unit. If the tenant is not responsible for the damage, the tenant may claim compensation for their necessary expenses for the measure taken.

12. Subletting and inclusion in Household

The inclusion of household members, as mentioned in Section 7-1, first sentence, of the Tenancy Act, requires the landlord's prior consent. The landlord may refuse to give such consent if circumstances related to the Housing Unit's design or purpose dictate it.

The inclusion of household members, as mentioned in Section 7-1, second sentence, of the Tenancy Act, and subletting of the Housing Unit as mentioned in Section 7-3 of the Tenancy Act, requires the landlord's prior consent. The landlord may refuse to give such consent if the Housing Unit becomes clearly overcrowded, or if it is necessary due to circumstances concerning the person in question, or circumstances related to the Housing Unit's design or purpose.

Subletting of the Housing Unit during temporary absence requires the Landlord's prior consent. The landlord may refuse to give such consent if the landlord offers to dispose of the Housing Unit during the tenant's absence, and the tenant is granted the right to use the Housing Unit again after the absence.

Applications for subletting and inclusion in the household must be submitted in writing to the landlord.

During the sublease period, the tenant is responsible for ensuring that the tenancy agreement including Appendix 1 is complied with, including that rent and additional services are paid on time, and for any damage to the Housing Unit, furniture, or the property in general. The tenant may not charge the sub-tenant a higher rent than the rent the tenant pays to SiO.

To verify that unauthorized inclusion in the household or subletting does not occur, two inspections will be carried out per half-year where the tenant is obliged to identify themselves upon the landlord's request. Notice of this is considered given and received upon signing this tenancy agreement. In case of justified suspicion of unauthorized inclusion in the household or subletting, controls may be carried out more frequently.

13. Transfer of the Tenancy Agreement

The tenant may not transfer their rights under the tenancy agreement to others, including cohabitants, spouses, or sub-tenants, without the landlord's prior written consent.

14. Keeping Pets

Keeping pets is not allowed. If the tenant has good reasons for keeping a pet, the landlord may make an exception to this provision after a reasoned application from the tenant. An exception only exists with written permission from the landlord, and the permission may be withdrawn if the landlord deems it necessary. In any event, pet ownership is not permitted if it causes inconvenience to the landlord or other users/tenants of the property.

15. Breach of the Tenancy Agreement

In the event of a breach of this tenancy agreement, the tenant is obliged to rectify the matter immediately. If the breach is material, the landlord may terminate the tenancy agreement with immediate effect, cf. Section 9-9 of the Tenancy Act.

A material breach of the tenancy agreement exists, among other things, if:

- a) the tenant materially breaches their duty to pay rent or fulfil other claims arising from the tenancy agreement,
- b) the tenant, despite written warning from the landlord, substantially neglects their maintenance duty or continues to behave in a manner that causes serious damage or annoyance to the landlord, the property, or other users,
- c) the tenant, without the right to do so, wholly or partly transfers the use of the Housing Unit to others and, despite written warning from the landlord, does not cease the relationship,
- d) the tenant, without the right to do so, uses the Housing Unit in a manner or for purposes other than agreed upon and, despite written warning from the landlord, does not cease the relationship, or
- e) the tenant otherwise breaches their duties in a manner that makes it necessary to terminate the tenancy agreement.

The landlord may claim compensation for their financial loss resulting from the tenant's breach of this agreement.

16. Moving Out and Compulsory Eviction

If the rent is not paid within fourteen days after the due date, the tenant consents that compulsory eviction may take place without legal proceedings, cf. Section 13-2, third paragraph, letter a, of the Enforcement Act.

If the tenant does not move out upon the termination of the lease, the tenant consents that compulsory eviction may take place without legal proceedings pursuant to Section 13-2, third paragraph, letter b, of the Enforcement Act.

A tenant who moves out following compulsory eviction or a demand from the landlord due to a breach, is obliged to cover the landlord's loss resulting from the breach of contract, such as rent for the remaining lease period, insufficient return of the leased object, and costs.

The tenant is obliged to return the Housing Unit no later than 12:00 PM (noon) on the day the tenancy ceases. The Housing Unit is considered returned when the tenant has vacated the property, registered the move-out on My page, and returned the keys/access cards. Upon return, the Housing Unit must be tidied, cleaned in accordance with the cleaning list on SiO's website and in the same condition as at takeover, with the exception of deterioration due to ordinary wear and tear and aging. The tenant is obliged to pay rent until the Housing Unit is returned.

Upon moving out, the landlord will inspect the Exclusive Area, as well as the Common Leased Area.

If the Housing Unit is in a poorer condition than agreed, the landlord may claim coverage of necessary expenses for remediation, cf. Section 10-3 of the Tenancy Act. The landlord shall, within a reasonable time, notify the tenant in writing of claims resulting from such defects. If the tenant has acted grossly negligent or contrary to honesty and good faith, no deadline applies.

If the tenant leaves behind chattels upon moving out, the landlord may dispose of them without notice if they are assumed to be without economic or utilitarian value. Other chattels will be stored by the landlord. The tenant will be notified and given a deadline to collect the chattels, provided that the tenant's new address, contact information, and ownership of the chattels are known. If the chattels are not collected by the deadline, the tenant must expect the chattels to be sold or discarded. Chattels will only be handed over upon coverage of the landlord's expenses.

17. Disputes and Legal Venue

The parties shall, as far as possible, seek to resolve disputes amicably. If such agreement is not reached, the tenant may submit the case to the Rent Dispute Tribunal (www.htu.no) and the Consumer Authority (www.forbrukertilsynet.no) for processing.

The parties accept the property's local court as the legal venue in all disputes concerning the tenancy.

18. Access Control

The Housing Unit has an electronic key card. In connection with the use of electronic access control, personal data is processed, cf. section 20 of the tenancy agreement.

19. Relationship to the Tenancy Act

As far as nothing else has been agreed, the Tenancy Act applies to the tenancy. This tenancy agreement applies to the rental of housing which, according to a decision by a state, county, or municipal body, shall be used by persons needing housing in connection with studies, cf. Section 11-2 of the Tenancy Act. The tenant is informed that the tenant's rights are restricted compared to the rental of other housing.

20. Processing of Personal Data

Information on the processing of personal data in connection with the tenancy can be found in SiO's privacy statement. It is available here: <https://www.sio.no/om-sio/personvern-og-cookies>

The tenant is asked to contact SiO Customer Service if they need to receive the privacy statement in paper form.

21. Insurance

The landlord insures the building, and the tenant insures fittings and furniture through Personal Property insurance.

The tenant acknowledges that the right of withdrawal lapses at the same time as the tenant chooses to take over the Housing Unit, cf. Section 22, first paragraph, letter c, of the Cancellation Act. This applies regardless of whether the withdrawal period pursuant to Section 21 of the Right of Withdrawal Act has expired.

The tenant hereby confirms knowledge of the content of Appendix 1 and that Appendix 1 is considered part of this tenancy agreement. Reservations are made for changes to the house rules, and the tenant is obliged to comply with the house rules in force at any given time. The current version is always available on SiO's website.

Place/date:

Tenancy and Customer Service Manager:

The tenant's signature



Elin Øvstebø Birketvedt