



This Tenancy Contract constitutes an offer from the landlord concerning rent of accommodation. If the prospective tenant wishes to accept the offer, one copy of the Contract must be returned, duly signed, and the deposit paid, not later than 7 – seven – days from receipt of the contract. In the case of failure to observe the time limit, the landlord is no longer bound by the offer. Appendix 1 contains general conditions, house rules, allocation rules and pricelist, and is part of the Tenancy Contract. Appendix 1 can be downloaded from www.sio.no/bolig or can be sent upon request. By signing the Contract, the tenant confirms that he/she is conversant with Appendix 1 and its content.

Studentboligene

TENANCY CONTRACT

§1. The tenancy

This Contract is concluded between SiO Student Housing as landlord, and

as tenant, and concerns rental of:

Type of accommodation:

Student village/housing:

The landlord shall decide on the specific type of accommodation to be offered at time of handover, within the specified types of accommodation

§2. Conditions for tenancy

This Tenancy Contract shall cover the tenant's accommodation requirement during the period of tenancy. It is a condition for the tenancy that the course of study entered by tenant in the application for accommodation is the tenant's main occupation during the tenancy. The tenant agrees to notify the landlord immediately if this condition is no longer satisfied. If the tenant no longer has the specified course of study as main occupation, the landlord may terminate the Tenancy Contract at 2 – two – months' notice.

General conditions concerning the tenancy, including rates for rent and deposit, and any payment for electricity/energy, expenses and fees, are included in Appendix 1.

§3. The duration of the tenancy

The Tenancy Contract applies from:

The Tenancy Contract terminates without notice on:

Before the expiry of the tenancy period, the tenant must either
a) apply for allocation of a new contract, or
b) give notice that he/she will vacate the premises.

In both cases, a specific form must be used within a specified time limit. Failure to send in the form, or exceeding the deadline, is considered to be breach of the Contract, see Appendix 1. During the contract period, the tenancy may be terminated by the landlord at 2 – two – or 3 – three – months notice, depending of type of accommodation, calculated from the 15th or the final day of the month. Enclosure 1 in the pricelist, explains the time of notice for each accommodation. Notice should be given in writing. The tenant must submit his/her new address not later than on the date of leaving the accommodation. The tenant shall vacate the property not later than 12.00 noon on the date of termination of the tenancy.

§4. Handing over

The accommodation will not be handed over until the deposit has been paid and the other conditions in section 2 have been met.

Unless otherwise agreed, the accommodation shall be handed over not later than 14 days after the agreed commencement of the tenancy. Details concerning handover are given in Appendix 1. Should the tenant fail to take over the accommodation within 14 days after the agreed start of the tenancy, cf. section 3, and no special agreement has been made in this connection, the landlord has the right to cancel the Contract and allot the accommodation to another prospective tenant. In such a case, the tenant must expect to be charged with the landlord's resulting financial loss in the form of maximum 2 months' rent. In the case of delayed handover on the part of the landlord, the tenant may refer to the terms of the Contract, cf. Section 2-9 of the Rent Act (Norway) or claim compensation for his/her direct costs, cf. Section 2-13. If the delay is material, the tenant may cancel the Contract, cf. Section 2-12.

§5. Transfer

In the event of major redecorating or rehabilitation work, the tenant may, during the Contract period, be required to move to other accommodation that the landlord has available. The landlord shall give written notice of such transfer at 2 – two – months' notice.

The Student Housing Division has the right, also in other circumstances when there is valid reason, such as fire, damage to the accommodation, etc. to demand that the tenant shall move to other suitable accommodation.

§6. Rent

The tenant agrees to pay rent in accordance with the ruling rent tariff in Appendix 1 for the entire contract period. For some accommodation there is a supplement for energy. Rent shall be paid in advance not later than the first day of each month. In the case of late payment, a reminder fee will be charged and possibly also expenses involved in debt collection proceedings. In this connection, the tenant is liable for disbursements and other expenses incurred by the landlord. The tenant agrees to pay rent from the commencement of the tenancy (cf. section 3). If handover has taken place before the date of tenancy commencement according to section 3, tenant shall pay rent from the earlier date of takeover. In the case of termination of the Contract by tenant or landlord, duty of payment shall continue until the end of the period of notice even if tenant has vacated the accommodation on an earlier date.

§7. Deposit

The tenant shall pay deposit in accordance with the ruling regulations for deposits included in Appendix 1. The deposit amount must be paid in its entirety, and shall remain on deposit throughout the Contract period serving as security for payment of rent, damage to the accommodation, expenses connected with eviction, and fees for other claims resulting from the Tenancy Contract. The amount shall be deposited on a bank account on normal terms of interest. If the rent is adjusted, the parties may demand that the amount be similarly adjusted. Interest on the deposited amount shall be credited to the landlord, cf. Section 22-1, fourth sub-section, of the Rent Act. Neither party may have access to the deposit amount as long as the Tenancy Contract is in force. The landlord may however dispose over interest earned. After termination of the tenancy, the landlord may deduct any rent owed from the account. In respect of other claims that may arise under the terms of the Tenancy Contract, such as damage to the accommodation, eviction expenses, etc., the landlord may deduct the amount concerned from the account provided the tenant has been notified in advance in writing of the deduction and has not opposed this in writing within 8 days after receipt of the notice by the tenant. If the tenant claims payment of the deposit amount, the amount shall be paid to the tenant provided the landlord has not made deductions for rent owed, cf. the preceding sentence, or can document that legal action has been taken within one month after receipt of the request for payment.

State your exact arrival date:
Student Housing must be notified if not moving in the first 14 days of the contract period.

***/ TURN! YOU MUST SIGN ON THE BACKSIDE OF THE CONTRACT. ONLY ONE GIRO FORM MUST BE USED.**

Kvittering

Innbetalt til konto **6094 05 61038**

Beløp

Betalerens kontonummer

Blankettnummer

Betalingsinformasjon **Deposit**

GIRO

Betalings-
frist

Underskrift ved girering

Betalt av

Betalt til

STUDENTBOLIGENE

Sognsveien 85

0858 Oslo

Belast
konto

Kvittering
tilbake

Kundeidentifikasjon (KID)

Kroner

Øre

Til konto

Blankettnummer

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6094 05 61038

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§8. The condition of the accommodation at handover

The accommodation allocated to the tenant shall be in normal good condition, clean and with unbroken window panes and working locks with keys to all exterior doors. Complaints concerning any deficiencies must be submitted within a reasonable period after tenant has found or should have found the deficiency. The tenant will otherwise lose the right to claim against the deficiency. Complaints should be submitted in writing, specifying what is to be rectified. In the case of fault/deficiencies, the tenant may demand repair, a price reduction and/or compensation, cf. Chapter 2 of the Rent act. Compensation for indirect loss or damage cannot be made. In the case of material breach of contract, the tenant may cancel the Contract.

§9. The obligations of the landlord during the tenancy

All exterior and interior maintenance of the accommodation and the property is the responsibility of the landlord. The landlord shall ensure that the accommodation is kept in the same condition it was in at the time of handover, normal wear and tear excepted. The landlord or party authorised by the landlord shall ensure that peace and order are maintained. Should deficiencies arise during the tenancy period, the tenant may complain as detailed in section 8, cf. Section 5-7 of the Rent Act. Tenant's claim must be submitted as described in section 8. Tenant's claim for faults/deficiencies is also considered to be an agreement that the landlord may inspect/repair the fault or deficiency as soon as possible, on weekdays between 8 am and 4 pm. In the case of inspection/repair, the landlord shall do his best to adjust to tenant's requirements.

§10. The tenant's obligations and liability – changes to the accommodation

The tenant agrees to treat the accommodation and the property as a whole with due care and to comply with the house rules applying from time to time. The tenant is also responsible for ensuring that the house rules are observed by persons the tenant admits to the property. The ruling house rules are included in Appendix 1. The tenant is under obligation to make himself/herself acquainted with the building's fire instructions and to conform to these. The tenant must compensate all damage, whether caused by the tenant, members of the tenant's household, sub-tenant or others admitted to the accommodation or property by the tenant, within the provisions of Section 5-8 of the Rent Act.

The accommodation must not be used in any other manner than provided for or agreed in the Contract. The tenant may not make any alterations to the accommodation or the property. The tenant may not erect a dish aerial/aerial on the property, fit another lock, change the floor covering, paint or wallpaper the accommodation, remove or replace stoves, cookers, furniture or similar. If necessary, the tenant agrees to provide the landlord with access to the accommodation for inspection and current maintenance work. In such cases, the tenant shall be given a reasonable period of notice.

§11. Tenant's obligation to report damage

Should the tenant find that there is damage that must be repaired without delay, the tenant shall report this to the landlord immediately. The tenant must also do whatever is necessary to prevent financial loss for the landlord resulting from such damage. Provided that tenant is not responsible for the damage, the tenant may claim compensation for justifiable expenses incurred in addition to reasonable payment for work performed. The tenant shall report any other damage to the accommodation within a reasonable period. Should the tenant fail to report damage, the tenant may lose the right to any compensation and may be held liable for the loss suffered by the landlord.

§12. Subletting/Members of household

Applications for subletting or for increasing household members must be submitted in writing. Approval may be refused if so justified by circumstances relating to the purpose of the accommodation or relating to the person or persons concerned. Subletting during temporary absence may be refused if the landlord offers to let the accommodation during tenant's absence, and the tenant is given the right to take over the accommodation again after the absence. The tenant shall inform the person to whom he/she sublets of the rules that apply to the tenancy and is responsible in relation to the landlord for ensuring that the rules are complied with. During the period of subletting, the tenant is liable to the landlord for ensuring due payment of rent and any supplements and for any damage to the accommodation, fittings and furnishings or to the property, cf. section 10. The tenant may not charge the sub-tenant a higher rent than the tariff rent ruling from time to time.

§13. Pets

Tenants are not allowed to keep pets. Should a tenant have good grounds for keeping a pet, an application giving the reason for this must be sent to the landlord so that the landlord can evaluate whether the conditions for keeping pets are fulfilled, including an investigation of the results of keeping pets on the property. The keeping of pets is on no account allowed if this causes inconvenience for the landlord or for the other users/tenants on the property. The tenant may not keep pets before the landlord's written permission has been received. The permit may be withdrawn should inconvenience as mentioned above take place.

§14. Breach of contract. Eviction

If the rent or other agreed supplements are not paid within 14 – fourteen – days after a demand has been presented on or after the due date, tenant accepts eviction without legal action pursuant to the provisions of Section 13-2, third sub-section, litra a), of the Enforcement Act (Norway). If the tenant fails to vacate the premises when the tenancy period expires, eviction may similarly take place without legal action pursuant to the provisions of Section 13-2, third sub-section, litra b), of the Enforcement Act. If the tenant is otherwise in material breach of the Tenancy Contract, the Tenancy Contract may be cancelled, cf. Section 9-9 of the Rent Act. The following situations are regarded as material breach of the Contract:

- a) tenant is in material default of payment of rent or fulfilment of other claims arising from the Tenancy Contract,
- b) the tenant, despite written notice from the landlord, materially defaults in his/her duty of maintenance or continues to act in a manner that causes serious loss or inconvenience to the landlord, the property and the other users,
- c) the tenant, without having the right to do so, wholly or partly allows others to use the building and fails to rectify the situation despite written notice from the landlord,
- d) the tenant without having the right to do so uses the accommodation in a different manner or for other purposes than agreed and fails to rectify the situation despite written notice from the landlord, or
- e) tenant is in other way in default of his/her commitments in a manner that makes it necessary to terminate the tenancy.

Should a tenant fail to vacate the accommodation voluntarily in such cases, tenant may be subject to forced eviction from the accommodation pursuant to the provisions of Section 13-2, third sub-section, litra d), of the Enforcement Act.

Tenants who move after eviction or demand by the landlord due to breach of contract, shall pay rent for the remaining period of the Contract after deduction of any sums the landlord may receive from the re-letting of the accommodation. The tenant is also responsible for expenses incurred in connection with eviction, legal action, cleaning, etc.

§15. Vacating the accommodation

When the tenancy expires, tenant shall return the accommodation and its contents, and any appurtenant storeroom to the landlord, cleaned and in the same condition as when taken over, with the exception of deterioration due to normal wear, tear and age, and the deficiencies that the landlord is under obligation to repair. If the keys are not handed over at the agreed time, cf. section 3, the agreed rent will continue to be charged until such time as tenant's use of the accommodation ceases, cf. Section 10-3 of the Rent Act. If, by special agreement, the moving day does not coincide with the payment dates, rent shall be added for the intervening days. If the accommodation is in poorer condition than agreed or stipulated in Section 10-2 of the Rent Act, the landlord may claim coverage of the necessary expenses for repair, cf. Section 10-3 of the Rent Act. The landlord shall give notice of any claims in this respect in writing within a reasonable period. If tenant has acted in a materially negligent manner or in a dishonest manner, no time limit shall apply.

§16. Forgotten property

Should the tenant leave behind property when moving, the landlord may dispose of items that are not assumed to be of any financial or practical value, without notice. Other property will be retained by the landlord. The tenant will be given notice and will be given a deadline for collecting the property, provided the tenant's new address and ownership of the property is known. If the property is not collected within the time limit, the tenant must expect that the property will be sold or disposed of. Property can only be collected against coverage of the landlord's expenses.

§17. Venue

The parties agree on the venue of the property in all disputes arising from the tenancy.

§18. The relationship to the Rent Act

Unless otherwise provided by the provisions of this Contract, the provisions of the Rent Act dated 26 March 1999 No. 17 (the Rent Act) shall apply to this tenancy. This Tenancy Contract concerns the letting of accommodation that by decision passed by the government, county or municipality is intended for the use of persons in need of accommodation whilst studying, cf. Section 11-2. The tenant is hereby informed that tenant's rights are limited compared with the rights that apply to rental of other housing accommodation.

Place/date:

Tenant's signature:

Landlord: 
John Eggerud (housing mgr.)

Appendix 1: General conditions, etc.