



## TENANCY AGREEMENT

The following tenancy agreement (“the Agreement”) is hereby entered into between

**Landlord:**

The Arctic Student Welfare Organisation, org. no. 958 673 027,  
Teorifagbygget hus 2, Universitetsvegen 29, 9019 Tromsø

and

**Tenant**

NAVN KUNDE

Adresse kunde

E-post kunde :

Customer number: KUNDENUMMER

**Information about the rental object**

BOLIGTYPE

ADRESSE BOLIG

Monthly rental: NOK PRIS

Deposit: NOK DEPOSITUM

Tenancy period: Kontrakt\_fra - Kontrakt\_til

**ALL FLETTEINFORMAJON LIK SOM PÅ NORSK KONTRAKT**

By signing this Agreement, the Tenant is entering into a binding agreement with the Landlord concerning the rental of the student housing and the terms set out in this document and appendix. Further information about the content of the Agreement may be found at:

[www.samskipnaden.no](http://www.samskipnaden.no)



### 1. Rental object and terms and conditions of tenancy

The tenancy agreement applies to the rental of student housing in order to meet a person's temporary accommodation needs while he/she is studying (cf. Section 11-2 of the Tenancy Act).

The rental of student housing gives the Tenant less rights than other tenancy arrangements, and as such the rental object is indicated as student housing. This means that certain special provisions in the Tenancy Act apply or the Tenant may agree exclusion of these provisions. These are specifically indicated in the Agreement.

Rental object:

**BOLIGTYPE**

**ADRESSE BOLIG**

with the right to use common area

All fixed equipment including furniture is considered part of the student housing/common area and must not be removed.

The Tenant must be a student at UiT The Arctic University of Norway or UNIS and have paid their semester fee for the entire tenancy period. The right of tenancy ceases to apply in the event of the interruption or termination of his/her studies. The Tenant is obliged to inform the Landlord in the event of the interruption or termination of his/her studies. The Landlord will perform regular resident controls. In such cases, the Tenant will be required to confirm that he/she are the legal tenant of the student housing.

Only one person is permitted to live in a single room/bedsit. A flat is intended for a single person, couple or family, or alternatively friends who reside in their respective bedrooms.

### 2. Duration, renewal, changes and termination of tenancy

**Tenancy period:** The tenancy agreement applies for a specified period, from **Kontrakt\_fra** until **Kontrakt\_til** without prior notice or warning, cf. 11-2, paragraph 5, of the Tenancy Act.

In the event of a major renovation/rehabilitation project, the Tenant accepts moving to alternative student housing provided by the Student Welfare Organisation for the period concerned.

During the tenancy period, either party may terminate the tenancy with written period of notice of two (2) months, which will be reckoned from the 1st of the month after the notice was delivered. In such written notice, the Tenant must state his/her account number and new address.

Such notice must be delivered as directed by the Landlord.

### 3. Amount, due date and payment of rent

The rent is currently NOK **PRIS** per month. This applies from the date the Tenancy agreement comes into effect, even if the Tenant chooses to move in on a later date. Similarly, the Tenant is responsible for paying the rent until the tenancy agreement formally ceases, even if he/she chooses to move out on an earlier date.

The Landlord will issue a monthly invoice for the rent, which is due on the 15th of each month. This will differ in the month the Tenant moves in. The invoice will always be sent via *My page* and notification will be sent via e-mail and/or SMS.

If the monthly rent is not paid on time, the Landlord has the right to charge statutory penalty interest from the date the rent was due and a fee a reminder notice is sent. We encourage tenants to arrange eFaktura (eInvoice) and/or AvtaleGiro (direct debit) in their internet bank. The reference for the eFaktura/AvtaleGiro is the Tenant's customer number.



#### 4. Adjustment of the rent

The monthly rent is stipulated by the Landlord and is adjusted annually with effect from 1 August.

#### 5. Deposit – security for payment of rent

The Tenant shall pay a deposit (also known as a bond) prior to moving in. The stipulated amount must be deposited in the Landlord's bank account no later than three days before moving in. The amount of this deposit is NOK **Depositumsats**. The Tenant may not move into the student housing until the deposit is paid. Failure to pay the deposit is a serious breach, which entitles the Landlord to annul the Agreement unless the Landlord is responsible for the delay.

The deposit is security for rent owed, damage, costs in connection with eviction and other claims arising from this Agreement.

The deposit will be refunded no later than one month after the final rent invoice and/or supplementary invoice has been paid, providing the correct bank account details are entered on *My page*.

The Landlord retains interest income from the deposit pursuant to Section 11-2, paragraph 6, of the Tenancy Act.

#### 6. Handing over of and condition of student housing

The Landlord is obliged to ensure that the student housing is available to the Tenant by the agreed time in a clean and tidy condition. The student housing is considered to have been handed over when the Tenant has received the keys

In the event that the Tenant has not moved into the student housing within 14 days of the agreed date in accordance with Section 2 of this Agreement, or has otherwise come to a special agreement, the Landlord is entitled to annul the Agreement and allocate the student housing to another applicant. The Tenant is liable for any costs incurred by the Landlord, limited to the equivalent of one month's rent.

If when moving in the Tenant discovers that the student housing is inadequately cleaned, the Landlord must be notified immediately. In such cases, the Landlord will carry out a new inspection of the student housing. If the complaint is found to be justified, the Landlord will clean the student housing. No reduction in rent will be granted. However, if the Tenant chooses to clean the student housing themselves, he/she is not entitled to payment for the work.

#### 7. The parties' obligations during the tenancy period

##### 7.1 The Tenant's duties and responsibilities during the tenancy period

The Tenant is obliged to treat the student housing, fixtures, fixed equipment, smoke detectors, fire alarms and other fire protection equipment as well as common areas with care, and to not undertake changes, remove fixtures and fittings or mount permanent fixtures, antennas or create nail holes etc.

The Tenant is obliged to perform any necessary checks and cleaning, as well as remove rubbish from the student housing and common areas and to empty this in the designated place. Escape routes must be kept open.

If requirements concerning cleaning are not followed, the Landlord is entitled to undertake cleaning. The Tenant accepts being charged for the costs incurred for such cleaning, in full or proportionately.

The Tenant is obliged to notify the Landlord immediately of any damage requiring the Landlord's attention, including vermin, frost damage and false fire alarms and turnouts. If the Tenant fails to notify the Landlord, he/she loses his/her right to compensation from the Landlord.



The Tenant hereby accepts to compensate the Landlord for any damage caused by negligent use of the property, regardless of whether such damage is self-inflicted, caused by someone in tenant's household, sublease or others who the Tenant has granted access to the student housing or property.

### **7.2 The Landlord's duties during the tenancy period**

The Landlord must keep the student housing and the property in the condition that is agreed, or as a result of the provisions of the Tenancy Act. The Landlord is responsible for all maintenance. Such maintenance will be performed as often as the Landlord deems necessary. If the Landlord breaches these duties, the Tenant is entitled to act in accordance with the provisions of Section 5-7 of the Tenancy Act.

### **7.3 The Landlord's right of access to the student housing during the tenancy period**

When the circumstances so require, the Tenant is obliged to ensure that the Landlord, or someone acting on their behalf, gains access to the student housing.

The Landlord has the right and obligation to inspect common areas at regular intervals.

## **8. Complaints**

In the event of delays or defects connected with handing over, or defects that arise during the tenancy period, the provisions of Chapter 2 and Section 5-7 of the Tenancy Act apply with the clarifications resulting from this provision.

In the event of delays or defects, the Tenant must send notification of fault or submit a written complaint in the designated manner to the Landlord immediately, and not later than 14 days after moving in or discovery of the defect. With respect to hidden defects, the 14-day period applies from the date the hidden defect was discovered. If the Tenant does not meet this deadline, it is hereby considered that he/she has accepted the matter.

The Landlord is entitled to repair such defects, cf. Sections 2-10 (second paragraph) and 5-7 of the Tenancy Act. What constitutes a reasonable time must be assessed on a case by case basis, but as a starting point the Tenant must accept that it will take a minimum of one week from the time he/she reports a fault or submits a written complaint, as described above, until the matter is repaired/rectified. The Tenant is not entitled to a rent reduction while the Landlord is exercising their entitlement to repair the defect.

Unexpected incidents of a short-lived nature, such as a power outage or water damage, do not constitute grounds for a rent reduction. This also applies to brief cut-offs (of power or water, etc.) in connection with planned maintenance work. Should the incident develop into a defect, the Landlord is still entitled to repair the defect before the Tenant is entitled to a rent reduction.

In the event of planned and notified maintenance work of the student housing or common areas, the Tenant is not entitled to a rent reduction if he/she has access to another kitchen, toilet or bathroom during the period of such renovation work. Furthermore, noise and other inconveniences resulting from the renovation work do not provide grounds for a rent reduction.

Compensation cannot be claimed for indirect loss.

## **9. House rules**

The Tenant agrees to familiarise himself/herself with and comply with the current house rules. These rules are a binding part of this tenancy agreement and may be read on [samskipnaden.no](http://samskipnaden.no). The Tenant hereby accepts that the Landlord is entitled to unilaterally change the content of these rules.

Key points of the House rules are currently as follows:



Smoking is not permitted in the student housing, its common areas or near the building, including the entrance, doors and windows.

Violence, threats or other intimidating or abusive behaviour towards other tenants and/or the Landlord's representatives, employees or service providers must not occur.

Charging electric vehicles and/or use of engine block heaters must only occur at the designated places.

The use, storage or sale of drugs is not permitted in the student housing, common areas or the property's outdoor areas.

Pets are not allowed on the property. Tenants may submit a written application to the Landlord for permission to have pets. The application must specify the type of animal concerned and state the grounds for bringing the animal. The Tenant may not keep pets on the property before he/she has written consent from the Landlord. The Landlord's consent may be withdrawn at any time if the keeping of pets creates inconvenience for the Landlord or other residents. Pets will not be allowed in cases where this causes inconvenience to the Landlord or other residents.

This means that permission is not normally given for pets to be kept at student housing with common entrances/areas. Guide dogs are allowed. When airing animals, the Tenant must show general respect for the surroundings. The animals must not be aired or defecate in children's play areas. The faeces must be picked up and disposed of in a suitable rubbish bin.

#### **10. Sub-letting and inclusion of people in the household**

The Tenant is not permitted to sublet or otherwise transfer his/her right of use to others or include people in his/her household without prior written permission from the Landlord, cf. Section 11-2, paragraphs 2 and 3, of the Tenancy Act. This ban is in place so that the Landlord has a record of who is living at the student housing at any given time, on account of fire safety, etc.

This also applies to short-term rentals during holidays, etc. If consent is granted, the total subletting may not exceed six (6) months during the total period of tenancy. Consent may always be refused if the student housing becomes overcrowded in accordance with the paragraph above.

The subtenant must also be a student at UiT The Arctic University of Norway or UNIS and have paid the semester fee for the entire tenancy period. The right of tenancy ceases to apply in the event of the interruption or termination of studies, and the subtenant is obliged to inform the Landlord in the event of this.

The Landlord's approval would be conditional on the Tenant and subtenant being jointly responsible for fulfilling the terms of the tenancy agreement, including the subtenant accepting in writing the eviction clause in Section 11 of the tenancy agreement.

#### **11. Breach of Agreement by the Tenant and forced eviction**

In cases when the rent is not paid when due, nor within 14 days of the Landlord sending a reminder/demand, the Tenant accepts with this that the Landlord may demand forced eviction without civil action, cf. Sections 4-18 and 13-2, paragraph 3 (a) of the Enforcement Act. The Tenant cannot make a counterclaim unless the counterclaim in question has been acknowledged or legally settled by judgment or settlement.

In the event of serious breach of the tenancy agreement, the Landlord may annul the Agreement. In such cases, the Tenant must then vacate the student housing with immediate effect. Other such serious breaches besides failure to pay rent when due include charging of electric cars at places other than those



specified, covering of fire detectors, smoking, violence, threats or other intimidating or abusive behaviour towards other tenants or staff, and the use, storage and sale of drugs, cf. point 9 of this Agreement and Section 9-9 of the Tenancy Act.

Other circumstances may also be defined as serious breach of this Agreement. The Tenant accepts that if the Landlord has reason to suspect such conditions, this is sufficient to constitute a serious breach of this Agreement and, as such, provides reasonable grounds for termination of the tenancy agreement.

If the Landlord annuls the Agreement due to serious breach, the Tenant is obliged to compensate for the loss of rent the Landlord incurs. Similarly, the Tenant must compensate all costs that the Landlord incurs as a result of the breach, including legal fees and expenses for cleaning and tidying.

### **12. Vacating the student housing**

When vacating, the Tenant must return the student housing with fixtures and fittings cleaned, tidied and in the same condition as when he/she moved in, cf. Section 10-2 of the Tenancy Act. The Tenant must ensure that the student housing is properly cleaned and tidied at their own expense before vacating the property. Floors, walls, ceilings, interior cupboards, doors, windows, bathrooms and drains must all be thoroughly cleaned. This also applies to the Tenant's share of common areas. Refer to the checklist for vacating student housing.

All access cards and keys etc. must be returned no later than the day the Tenant vacates the student housing. If all access cards and keys etc. are not returned, the Tenant is liable for the costs associated with the replacement of the lock(s).

Any private belongings left behind will be removed by the Landlord at the Tenant's expense. Rubbish may be disposed of immediately at the Tenant's expense. The Tenant accepts that the Landlord may sell the Tenant's possessions if they have not been claimed within three (3) months.

The term rubbish is understood to mean damaged or broken items, including furniture and other fixtures, sporting goods, white goods and electrical appliances, which are not considered to be in good working order by an ordinary attentive person or which are not easily saleable. Any items left outside the student housing may also be considered as rubbish.

If the Agreement has expired and the Tenant does not vacate within 14 days of the Landlord giving notice to vacate, the Tenant accepts with this that the Landlord may demand forced eviction without civil action, cf. Sections 4-18 and 4-13, paragraph 3 (b and d) of the Enforcement Act.

In the event of breaches of this provision, the Tenant accepts liability for the costs of cleaning and tidying, storage of property, disposal of rubbish or sale of abandoned property, carried out at the Tenant's expense, cf. Section 10-3, paragraph 2, of the Tenancy Act. Such costs may be deducted from the deposit.



### 13. The Tenancy Agreement

In the event of conflict between the provisions of this Agreement and the mandatory provisions of the Tenancy Act, the provisions of this Agreement shall prevail. This Agreement is signed in duplicate, with one copy to be retained by the Landlord and the other by the Tenant, or may be signed digitally on *My page*.

#### SIGNATUR

.....  
For the Landlord  
Elin Bang Tverfjeld, Campus Director  
Date: DATO

#### KUNDENAVN

.....  
Date: DATO



## **Appendix to the Agreement**

### **Peace and quiet**

Respect each other's right to work in peace and be considerate to your fellow residents. It should be quiet in the student housing and at the property in general from 11pm (23:00) on weekdays and midnight (24:00) on weekends. Any noise, including the playing of music, must not be a nuisance to other residents at any time. Each resident is responsible for the behaviour of their guests.

### **Washing and drying of clothes**

The washing and drying of clothes shall take place in the laundry provided by the Landlord. Drying clothes in your room/flat creates a lot of dampness, which in turn leads to a poor indoor climate. Consequently, we encourage you to dry your clothes in the clothes dryer at the laundry. Installation of washing machines/clothes dryers is only permitted in the student flats where outlets have been installed for this purpose.

### **Cleaning**

Tenants are responsible for cleaning and tidying their own student housing. Tenants are also obliged to cooperate with the other users to keep any common areas (bathroom, corridors, kitchen, etc.) clean. A schedule shows who has the main responsibility for the cleaning each week.

During this week you shall keep the rubbish cupboard clean and tidy, wash the floor, clean the ventilator, wash the fronts of the kitchen fittings, refrigerator and freezer and wash the stove/oven. If the Tenant is will be away, he/she must swap internally.

Tenants shall also keep their kitchen cupboard/drawer, and space in the fridge/freezer, clean and tidy.

Everyone is responsible for ensuring that rubbish is properly sorted in accordance with the current recycling guidelines, and that it is emptied daily and placed in the rubbish container.

The Student Welfare Organisation will conduct regular inspections of common areas. In cases of inadequate cleaning, the tenants concerned will be given an opportunity to clean properly. If on the next inspection the cleaning is still found to be inadequate, the Student Welfare Organisation will arrange cleaning of the common areas at the tenants' expense.

### **Cooking**

Stay in or near the kitchen when you are cooking hot meals. Make it a habit to turn off the hotplate/oven immediately after use. This is for your own safety and the safety of your fellow residents! All cooking must take place in the kitchen.

### **Fixtures**

Permanent fixtures must not be moved. Furniture that is in the student housing should not be removed. Tenants are not permitted to put screws/nails in the walls.

### **Electrical appliances**

Electrical appliances such as microwave ovens, ovens, coffee machines, kettles and rice cookers, etc. must not be used single rooms/bedsits – only in the communal kitchen.

The Student Welfare Organisation swaps light sources (bulbs, etc.) in common areas.

Tenants are not permitted to use engine block heaters, chargers for electric cars or similar outside by running extension cords from the student housing.

### **Fire protection**

When many people live together, it's extremely important to consider safety and fire protection! Removing or covering fire detectors is strictly forbidden. If suspicion arises that something is wrong with the fire protection equipment in the building, the Student Welfare Organisation has the right to unlock and enter the student housing without prior notice. The removal/covering of fire detectors will incur a fee (refer to the Price list for supplementary services on [samskipnaden.no](http://samskipnaden.no)).

You are responsible for familiarising yourself with the fire safety instructions as well as the evacuation plan for the building in which you live. It's important that you notify the Student Welfare Organisation if you discover any



faults concerning the fire safety, e.g. if you notice that a fire extinguisher has been removed, etc. Emergency exits and escape routes should always be kept clear. Tenants are not permitted to keep/store personal belongings in stairwells, entrances and corridors. Any personal belongings found in such places will be removed and disposed of by the Student Welfare Organisation. The Student Welfare Organisation services the smoke detectors on an annual basis (including changing batteries when necessary). Fire extinguishers must not be removed from the designated place.

### **Indoor climate**

To ensure fresh air in the student housing, it's important that you keep the air vents in the windows and on the walls open, and that you don't block up existing ventilation. This is designed to prevent condensation on the windows and walls, which causes damage over time and results in a poor indoor environment. Covering the windows must not occur. Thick curtains and blinds in bedrooms should be open during daytime. Excessive water vapour on the windows must be wiped up. Air your student housing by opening the windows completely for a short time. In this way, you will get fresh air inside without the surfaces freezing. Don't turn off the heat in your student housing when you go out during the winter. It's necessary to maintain an indoor temperature of about 16 °C. This will prevent you having to cover expenses due to frost damage in the student housing. Remember to check that doors and windows are locked.

### **Storage rooms**

Storage rooms connected to the student housing must be kept tidy. Open fire or the storage of flammable materials are not permitted. Tenants who store belongings in communal storage rooms must label their belongings with name and address. Storage rooms must be emptied when moving out of the student housing. Any unmarked items and items considered to be rubbish will be disposed of.

### **Parking**

Tenants with vehicles must use the designated parking spaces, have a valid parking permit and the vehicle must be registered with the Student Welfare Organisation. More information about parking is published on our website: [www.samskipnaden.no](http://www.samskipnaden.no). Please note that leaving vehicles idling outside the student housing is not permitted. The storage of unregistered vehicles, etc. in our car parks is not permitted.

### **Insurance**

We encourage you to take out content insurance with liability insurance. In this way, your personal belongings will be insured, and you will avoid having to pay large amounts in compensation for negligence in the event of an accident.

### **Faults and defects**

If you discover a fault or defect at your student housing or in common areas, this must be reported via *My page* on [studentbolig.samskipnaden.no](http://studentbolig.samskipnaden.no). Alternatively, you may report it via our housing app *Bolig Samskipnaden*. If you download this app, you will also gain an overview of rent and other aspects of living at the student housing.

### **Tenant assistants**

Some of the Student Welfare Organisation's student villages have tenant assistants. This scheme is designed to provide a good, social living environment at the Student Welfare Organisation's student housing, and to provide better service to the residents. The tenant assistants function as a link between the residents and the Student Welfare Organisation.



## Cancellation form

You have the right to cancel your tenancy agreement within 14 days without stipulating a reason, cf. Section 9 of the Cancellation Act.

The cancellation period expires 14 days after the tenancy agreement was entered into/signed. After the expiry of this period, the normal period of notice applies as outlined in the tenancy agreement that you have entered into.

To exercise your right to cancel, you must fill in the cancellation form including your signature and send it by e-mail to [bolig@samskipnaden.no](mailto:bolig@samskipnaden.no)

To comply with the 14-day deadline, it is sufficient that you send an e-mail.

I hereby confirm that I wish to exercise my right to cancel and withdraw from my tenancy agreement for student housing.

Name: **NAVN KUNDE**

Customer number: **KUNDENUMMER**

Address (student housing): **LEIEBOBJEKT**

Signature:

Date: