

# COMPLEMENTARY INFORMATION ON THE PROVISIONS OF THE TENANCY AGREEMENT

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This document is a guide for the case handler for the signing of tenancy agreements concluded with Kristiansand Housing Company KF for the letting of dwellings to disadvantaged persons, cf. Chapter 9 and Section 11-1 of the Norwegian Tenancy Act. The tenancy agreement shall be applicable between the parties. This document is intended as an explanation of the individual provisions.

## **0. Personal data**

The tenant's/tenants' names and national identity numbers, mobile phone number, e-mail, household members upon conclusion.

## **1. The object of lease**

Technical information and information that can be used for the Norwegian National Registry.

## **2. Relation to the Tenancy Act**

Information regarding the law that is applicable to the agreement. The provisions of the Tenancy Act are generally invariable. In this context, this means that nothing can be agreed which gives less protection than what is provided by law. However, this agreement applies to housing for the disadvantaged in the housing market. This means that the agreement has some provisions that restrict your rights compared with a normal tenancy agreement.

## **3. Duration of the tenancy**

Information regarding how long the tenancy lasts. If a shorter duration than 3 years has been agreed, the reason for the duration agreed being shorter than the main rule, which is three years, is stated. (Specify, for instance, that the resident is unable to reside in the dwelling or adapt to the requirements of the residential environment, or that the tenant needs temporary housing pending other housing).

## **4. Handover of the dwelling**

When you take over the dwelling, it should be cleared, cleaned and in normally good condition.

If you disagree that the dwelling is in sufficiently good condition, or if it is not cleared/cleaned, you must notify the Housing Company as soon as possible. You should give such notice in writing. If you wait too long, you may lose your claim.

## **5. Rental rates and adjustment of the rent**

### **5.1 The rent**

You must pay the rent every month. What is included, or any additions to the rent (e.g. electricity, central heating or heating).

You will be given an electricity form, which must be returned to the Housing Company within one week.

You must have house contents insurance, i.e. insure your own belongings (clothes, furniture, equipment, etc.). This is very important. If you do not have house contents insurance, you might not receive compensation if something goes wrong in the dwelling (fire, water leaks, burglary, etc.). (See also clause 6.3).

## **5.2 Payment of rent**

The first invoice is delivered together with the agreement. The invoice shows the term of lease, the customer ID [KID] number and the account number.

Payment is normally due on the 20th of each month.

You must order a direct debit. Your rent will then be debited automatically when it is due. The Housing Company will submit the form.

## **5.3 Adjustment of the rent**

The rent can be changed every year according to the consumer price index (monetary appreciation), but no earlier than one year after the tenancy has been entered into. You should receive written notice at least 1 month prior to any change. As of today, notice before 1/12. This is applicable to both parties.

## **5.4 Adaptation to the current level of rents**

After a minimum of two and a half years, the rent can be changed to the current level of rents, so that it becomes equal to the estimated market value for a similar dwelling. You should receive written notice at least 6 months prior to any such change. As of today, notice before 1/7. This is applicable to both parties.

# **6. The landlord's obligations during the period of tenancy**

## **6.1 Peace and order**

The landlord must make sure that there is peace and order in the property.

## **6.2 The landlord's maintenance obligations**

The landlord must take care of external maintenance and maintenance for which you are not responsible. Your maintenance responsibility is described in clause 7.5.

## **6.3 The landlord's obligation to indemnify**

The landlord may in certain cases be obliged to indemnify you, for instance, if you cannot move into the dwelling as agreed.

You cannot demand payment for indirect losses. This could be, for instance, loss of or damage to belongings, caused by, for instance, fire, flood, natural disaster, etc. Even if the damage is not your fault, you will not receive compensation, and you cannot demand compensation from the Housing Company. (See also clause 5.1).

# **7. The tenant's obligations during the period of tenancy**

## **7.1 The tenant's use of the dwelling**

The dwelling is exclusively for residential use.

It is important that you take care of the dwelling, and that you use it in a manner that does not cause damage to the dwelling or the furniture and fixtures. If you cause damage to the dwelling, you may be obliged to pay compensation (clause 8). The damage will not be repaired before the landlord has a guarantee/assurance that you will pay for the repair (clause 7.5). You may also risk being evicted (clause 11).

It is also important to notify the landlord as soon as possible in case of damage, see clause 7.6.

## **7.2 Peace and order, duty to follow the house rules**

Each dwelling has house rules, in addition to the prohibitions and orders listed in this clause:

- Silence from 23:00 to 07:00
- Prohibition against violence and threats
- Prohibition against illegal drugs and other illegal objects (e.g. exotic animals)

It is important that you familiarise yourself with the house rules. Remember that there may be others residing in the property, and that you have a responsibility to take them into consideration. You are also responsible for ensuring that persons who visit you comply with the house rules.

Violation of the house rules may lead to liability, cancelation of the tenancy or eviction.

## **7.3 Prohibition against smoking indoors**

Smoking is not allowed, either in your own dwelling, in windowsills, or elsewhere inside. You must make sure that your visitors do not smoke either.

If you do smoke indoors, you may have to pay compensation if the smoking leads to damage.

## **7.4 Pets**

These are not allowed in the dwelling. (Dogs, cats or other pets).

## **7.5 The tenant's maintenance obligations**

In this clause, you will find information regarding your maintenance obligations. You should take care of the dwelling and treat it as gently/carefully as you can. You are responsible for maintaining:

- door locks
- taps
- water closets
- electrical contacts and switches
- hot water cylinders
- fixtures and equipment that are not part of the property
- maintenance and repairs of household appliances and heat pump installations
- maintenance of fire detectors and fire extinguishers

The responsibility involves ensuring that the equipment works, which means that you must regularly examine whether it is working properly. For instance, fire detectors must be tested and batteries checked.

Outdoors, you are responsible for:

- mowing lawns
- cutting hedges
- clearing litter and the like
- shovelling snow, sanding and the like
- participation in voluntary work (in commonholds and housing cooperatives)

Violation of these maintenance obligations may lead to liability and possibly eviction.

If you damage the dwelling, you must indemnify the landlord's loss. The damage will not be repaired before the landlord has some form of guarantee that you will pay for the damage.

## **7.6 The tenant's duty to report damage**

If the dwelling is damaged, it is important that you report this to the landlord as soon as possible.

This is especially important if the extent of damage increases the longer it takes for something to be

done about the situation, for instance a water leak.

You also have a duty to do whatever is possible to avoid further damage. If you discover a water leak, for instance, you must close the emergency stop valve and dry the leaked water.

If you do not report / do nothing about the damage, you may be obliged to pay compensation, and you risk eviction.

### **7.7 Imposition of housing practice and housing follow-up measures**

To help you master the housing situation and obligations it involves, you are obliged to receive necessary assistance and follow-up. For instance, this may be assistance with the maintenance, counselling, advice, and you must accept unannounced home visits so that the landlord may identify the type of assistance you need.

### **7.8 Changes to the property**

You must accept that the landlord makes changes to or repairs in the property. You may not make changes to the property without the landlord's approval.

### **7.9 The tenant's obligation to give the landlord access to the dwelling**

You must accept that the landlord enters your dwelling for inspection, maintenance or repair work, etc. As a general rule, you should be notified in advance.

If there is a risk of injury to someone's life or health, damage to the property or other interests, you must provide immediate access even if it is not notified.

## **8. The tenant's liability - consequences for the allocation of a new dwelling**

If you do not comply with the obligations in clause 7, the landlord may claim compensation from you.

If you are evicted from the dwelling due to a breach of contract, this may have consequences for whether you will be awarded a municipal dwelling at a later date.

## **9. Subletting**

It is forbidden to let the dwelling to others. You may not leave the dwelling to others without the landlord approving it.

If you have a temporary absence, the landlord may use the dwelling during the absence.

## **10. Inclusion of household members**

Other persons cannot move in with you in the dwelling without the landlord approving it. This also applies to your closest family members.

## **11. Eviction**

If you do not comply with the provisions of this tenancy agreement, the landlord may terminate it. This means that you must immediately move out of the dwelling. If you do not move out, you may be evicted by the enforcement officer without the landlord requiring a court order.

If you do not pay the rent, you also risk eviction by the enforcement officer without a court order.

When the tenancy period is over - and if you have not applied for a renewal of the tenancy - you must move out. If you do not move out, you may be evicted by the enforcement officer without a court order.

## **12. Moving out**

### **12.1 Viewing before moving**

In the period before the tenancy period expires, you are obliged to let other tenants view the dwelling.

### **12.2 Returning the dwelling**

When the tenancy period expires, you must move out and return the keys to the landlord. The dwelling must be cleaned and cleared, and you must take all your belongings with you.

### **12.3 Personal property left behind**

If you do not take your belongings with you, you risk that the landlord discards or sells them.

## **13. Legal venue**

Legal venue is a judicial term, which determines the judicial district a case belongs to in the first instance.

## **14. Attachment**

The tenancy agreement shall govern the contractual relationship. This document shall only assist you in understanding the tenancy agreement. If there is contradiction between this document and the tenancy agreement, the tenancy agreement shall be applicable.

The house rules for the property are also part of the tenancy agreement.

## **15. Provision of keys**

Information regarding how many keys you receive when moving in.

## **16. Signatures**

Each party shall have one copy of the tenancy agreement.