

JURK

Juridisk rådgivning for kvinner

Marriage

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1.0 INTRODUCTION

1.1 The aim of the brochure

The aim of this brochure is to briefly explain various legal issues that are important in relation to marriage. The purpose of the brochure is to give the reader the opportunity to see the main problems that may arise in that regard, and to make the reader aware of her rights. In order to gain this knowledge, the brochure will review the most important topics in the Marriage Act (Ekteskapsloven).

The rules in this brochure only apply to those who have entered into a valid marriage. Cohabitation is not regulated by the Marriage Act, regardless of how long you have been cohabitating. If you have questions about cohabitation, you can contact JURK for information about your rights.

This brochure explains several of the rules in the Marriage Act. On the left of the brochure you will find the section (§). The sections refer to the rules in the Marriage Act. The Marriage Act is abbreviated to “el.” If it says, for example, “cf. el. § 58” on the left, this means that the text you read on the right describes rules you find in section 58 of the Marriage Act.

1.2 Important expressions

In this brochure we have translated some of the most important expressions in Norwegian family law to English. Below you will find the expressions in English, in Norwegian and a short explanation.

In English	In Norwegian	Explanation
Division of the estate	Skifteoppgjør	<i>When the spouses divide what they own in connection to their divorce.</i>
Public division of the estate	Offentlig skifte	<i>When the court divides what the spouses own in connection to their divorce.</i>
Private division	Privat skifte	<i>When the spouses divide what they own in connection to their divorce themselves.</i>
Marital agreement	Ektepakt	<i>A specific type of agreement required for instance when the spouses decide that something shall be separate property.</i>
Values	Verdier	<i>What a spouse owns, or what the spouses own, converted to NOK.</i>
Items of property	Eiendeler	<i>Specific things that a spouse, or the spouses own, for instance a house, a car or a share account.</i>
Assets	Formue	<i>What a spouse, or the spouses own, both values and items of property.</i>
Marital property systems	Formuesordning	<i>Different marital systems have separate rules for how the spouses' values shall be divided.</i>
Community of property	Felleseie	<i>The marital system where the main rule is that the values shall be divided equally.</i>
Separate property	Særeie	<i>The marital system where the main rule is that the values shall not be divided equally.</i>

Community means	Felleseiemidler	<i>Values that are community of property.</i>
Separate means	Særeiemidler	<i>Values that are separate property.</i>
Unequal means	Skjevdelingsmidler	<i>Values that are community of property, but can be withheld from the equal division according the rules in The Marriage Act § 59.</i>
Property relationship	Formuesforhold	<i>The economic relationship between the spouses.</i>
Co-ownership	Sameie	<i>When someone owns something together.</i>

2.0 RULES THAT APPLY FOR THE SPOUSES DURING THE MARRIAGE

2.1 Introduction

In this part of the brochure, we describe the ownership and property relationship between the spouses during the marriage.

Sole ownership (eneie) and co-ownership (sameie)

Ownership means who is the owner of something. In the property relations between spouses, there are two important terms: *sole ownership* and *co-ownership*. Sole ownership is when a spouse owns something *alone*. Co-ownership is when one spouse owns something *together* with someone else, such as the other spouse.

It is easy to mix the terms sole ownership and co-ownership with community of property (felleseie) and separate property (særeie). Community of property and separate property are terms that have nothing to do with ownership. Community of property and separate property are relevant during the division of the values

and items of property at the end of the marriage. It is important not to mix these terms with sole ownership and co-ownership.

You will learn more about these terms later in this brochure.

2.2 Right of disposition

Disposition over own items of property, cf. el. § 31 (1)

During the marriage, the general rule is that the spouses can decide what to do with their own values and items of property. This is called right of disposition. The right of disposition applies to what was acquired both *before* and *during* the marriage. A spouse can therefore, as a general rule, freely sell, give away or use their own values and items of property. A spouse has no right to dispose of what the other spouse owns.

Exceptions concerning the shared residence, cf. el. § 32

There are restrictions concerning what a spouse can do with the spouses' *shared residence*. This applies even if the spouse is the sole owner of the residence. A spouse must have the other's written consent to assign, mortgage, lease out, or enter into or terminate a lease or sublease agreement for property that is used as a shared residence. Without such consent, a spouse do not have the right to assign or mortgage a part, share or bond to which the right to lease a shared residence is attached. This applies regardless of which one of the spouses that owns or rents the residence. The rule therefore also applies when an item of property is in sole ownership.

The duration of the consent requirement, cf. el. § 34

The requirement to obtain consent to sell a shared residence applies as a general rule until it is decided what will happen to the residence in the division of the estate.

2.3 Co-ownership

Establishment of co-ownership, cf. § 31 (2) Co-ownership can be established in different ways. Items of property acquired by both spouses automatically become co-owned. The spouses can agree that an item shall be co-owned.

Even if one spouse owns or has purchased an item of property alone, the other spouse may have gained co-ownership of it during the marriage.

If the spouses disagree about whether an item of property is co-owned, each of them can take the case to court. When the court decides whether the item is co-owned, they consider whether the item was acquired as a *joint project*, and whether both spouses *contributed* to the acquisition.

Sameieloven If the spouses own an item of property together, the right to dispose of it will be regulated by the rules in sameieloven. Both spouses have the right to use the co-owned item of property for what it is normally used for.

Example If two spouses own an apartment together, both have the right to use it. In that case one of the spouses cannot deny the other access, or change the lock to shut the other out.

Agreement The spouses can also agree on how they want to use the co-owned item of property. This agreement will determine how it can be used.

2.4 Debt liability

2.4.1 General rule

A spouse cannot incur debt for the other, cf. el. § 40

As a general rule, a spouse cannot incur debts with effect for the other spouse. This means that a spouse is only responsible for debt that she or he incurs.

External and internal liability

It is important to distinguish between external and internal debt liability. External liability is a liability between one or both spouses and a creditor (for example the bank). This responsibility implicates who the creditor can demand payment from. Internal liability is the liability between the spouses.

2.4.2 External liability

Sole liability

If one spouse is *solely* liable for external debts (towards the creditor), the creditor cannot demand that the other spouse pays.

Jointly and severally liable

Spouses can take out loans together, and then both will be liable to the creditor. As a general rule, they are then jointly and severally liable. This means that the creditor can demand that one of the spouses pays the entire loan.

Reimbursement claim

The spouse who pays the full amount can have a reimbursement claim against the other spouse. This means that the spouse who has paid the full amount can claim to be reimbursed the amount that the other spouse owed but did not pay.

2.4.3 Internal liability

Agreement on debt liability

The spouses can agree that they both shall pay off debt that only one spouse has incurred. The spouse who incurred the debt can demand money from the other spouse if they have agreed that they both are liable for the debt.

The agreement can be oral or written. JURK recommends written agreements, because they are easier to prove.

Joint commitment

In some cases, the spouses do not have a clear agreement on debt liability. The court can then assess whether the spouses intended to be liable together. The court will make an individual assessment in each case.

Mona and Selma are married. Mona has taken out a loan from the bank to buy a house for her and Selma. Mona and Selma have both agreed that Mona will take out a loan and have a written agreement that both will pay off the loan. The bank can only demand money from Mona, as she is liable to the creditor. Mona can demand money from Selma for the part she has not paid.

2.4.4 Exceptions to the general rule

In some cases, a spouse may incur debt for the other spouse. The creditor can then demand repayment from both spouses.

Enter into tenancy agreements, cf. el. § 41 (1)

One of the exceptions applies to tenancy agreements. A spouse can enter into a tenancy agreement for a shared residence. Such an agreement will bind both spouses to the tenancy agreement with the landlord, even if only one spouse has entered into the agreement.

2.5 Maintenance obligation

Maintenance obligation, cf. el. § 38 (1)

Spouses have maintenance obligations. This means that both are responsible for work and expenses related to the shared household, raising the children, shared needs and the other spouse's special needs. The spouses can contribute with money, work at home or in other ways.

Shared needs include household and consumption expenses, such as food. The spouses' special needs include expenses like clothes, entertainment, transport, medical care and so on.

The main rule is that the spouses decide the distribution of the tasks themselves. Furthermore, each spouse must provide according to their ability. The spouse's wealth and income will also be of importance.

Imposed maintenance obligation, cf. el. § 38 (2)

If one of the spouses does not fulfill her or his maintenance obligation, the court and some other institutions can assess whether it is *reasonable* to order the spouse to pay certain amounts to the other spouse. (el. § 38 (2))

2.6 Obligation to provide information on financial matters

El. § 39

The spouses have an obligation to provide financial information to each other. This means that the spouses must provide information about their finances that is *necessary* to be able to assess the spouse's financial position.

The spouses can therefore demand that the other spouse provides information about, or a copy of, her or his tax return. Spouses can also demand information from the

tax authorities, banks and insurance companies.

The spouses have a duty to provide information and a right to demand information until the financial settlement between the spouses has been concluded.

3.0 MARITAL PROPERTY SYSTEMS

3.1 Introduction

Community of property and separate property are two systems of marital property. The system of marital property is most important when the spouses are to divide their values and items of property. This part of the brochure describes what community of property and separate property are, and how the spouses can agree on separate property.

The difference between community of property/separate property and sole ownership/co-ownership

Community of property is not the same as co-ownership. This is easily misunderstood. Whether or not the spouses have community of property or separate property does generally not affect the spouses' right to disposition or ownership (sole ownership/co-ownership).

3.2 Community of property

Main rule regarding the community of property, jf. el. § 58

As a general rule, the spouses have community of property, unless they have agreed otherwise. Community of property are the values of both of the spouses combined, both what they own alone and together (sole ownership/co-ownership). This means the values each of the spouses owned at the time they got married and everything acquired during the marriage.

The spouses can agree that values should be separate property. Therefore these values are not community of property. The spouses must agree on separate property in a valid marital agreement.

**Main rule:
equal division,
cf. el. § 58**

When the marriage is dissolved, as a general rule, the community of property must be divided equally after deductions have been made for debts.

A typical example is if a spouse has saved his income in a bank account during the marriage. If the spouses have not agreed on separate property, this income is community of property. As a general rule, these saved funds must therefore be divided equally between the spouses.

**Unequal
division, cf. el.
§ 59**

Although the general rule for the division of the community of property is that the values shall be divided equally, there are exceptions to this. An important exception is unequal division. You can read more about unequal division in section 6.4 "Unequal division".

3.3 Separate property

**Exceptions
from the
division, cf. el.
§ 42**

The spouses can agree that what they own or later acquire shall be kept outside the equal division. This is called separate property. The spouses can agree on this both before and after they get married. Separate property must be agreed upon in a marital agreement.

A gift giver or a testator can also decide that what they give or leave as inheritance shall be separate property. You can read more about how this can be done in section 3.4.4 "Formal requirements for separate property determined by others".

Types of

In a marital agreement, the spouses can agree on *partial*

separate property

separate property or complete separate property.

Complete separate property, cf. el. § 42 (1)

Complete separate property means that each of the spouses keeps what they own. In the case of complete separate property, ownership (sole ownership/co-ownership) will be important.

Example of complete separate property

Nora and Øistein are married, and have agreed on complete separate property. Nora owns a boat alone (sole ownership), and Øistein owns a cabin alone (sole ownership). They own the house they live in together, with a half share each (co-ownership). Nora and Øistein decide to separate. In the division of the estate, Nora keeps the boat, and receives half of the house's value. Øistein keeps the cabin, and gets the other half of the house's value.

Partial separate property, cf. el. § 42 (2)

The spouses can agree that only one of the spouse's assets are separate property, or that certain values or items of property are to be separate property. This is called partial separate property.

Example of partial separate property

Ingrid and Susanne are married, and own a house together. They have agreed on partial separate property. The marital agreement states:

“50 % of the shared residence shall be Ingrid's separate property”.

Ingrid and Susanne want to divorce. Ingrid can keep what is mentioned in the marital agreement outside of the division. All the values not mentioned in the marital agreement are community of property and shall as a general rule be divided equally after deductions of debts have been made. This means that the other half of the house's value must be divided equally between Susanne and Ingrid. In total, Ingrid keeps 75 % of the house's

value, and Susanne keeps 25 % of the value.

In the marital agreement the spouses can decide the duration of the agreement regarding separate property. They can also decide if the agreement on separate property only shall apply if the spouses do not have children together. In addition, the spouses can decide that the agreement on separate property shall not apply in the event of the death of one of the spouses.

The spouses can only agree on the different types of separate property mentioned in the Marriage Act. Please note that there exists other types of separate property than those mentioned in this brochure.

3.4 Marital agreement

3.4.1 Formal requirements for a marital agreement

Formal requirements for marital agreements, cf. el. § 54

For a marital agreement to be valid, it must comply with the formal requirements. Formal requirements are rules for how the marital agreement must be made in order to be valid.

Formal requirements for valid marital agreements, cf. el. § 54

The formal requirements are:

1. The marital agreement must be made in written form.
2. The marital agreement must be signed by both spouses at the same time. Optionally, the spouses can acknowledge their previous signature at the same time. This means that the spouses later confirm to the witnesses that it is their signature that appears in the marital agreement.
3. Two witnesses must be present together during the signing or acknowledgment of the spouses'

previous signatures.

4. The witnesses must be approved by both spouses, and the witnesses must sign the marital agreement while the spouses are present.
5. The witnesses must know that it is a marital agreement they are signing.
6. The witnesses must be legally competent and in full possession of all of their faculties.

The marital agreement is binding for the spouses and their heirs if the formal requirements are met. If the formal requirements are not met, the marital agreement is *not* binding during the division of the estate.

If the marital agreement only benefits one spouse, it is valid even if this spouse does not participate in the making of the agreement. The marital agreement is also binding for the spouses and their heirs.

Example

Silje and Ahmed are married, and bought a cabin together during their marriage. Silje decides to give Ahmed a gift for his 50th birthday, and writes a marital agreement with two witnesses which states that the entire cabin shall be Ahmed's separate property. Since the marital agreement only gives an advantage to Ahmed, the formal requirements have been followed, even though he has not signed and was not present during the signing of the marital agreement.

3.4.2 Unfair marital agreement

The general rule is that a marital agreement is binding.

Unfair marital agreement, cf. el. § 46 (2)

If a marital agreement affects one of the spouses unfairly, the court can *wholly or partly* set it aside. This means that all or parts of the marital agreement no longer apply.

The spouse who claims that the marital agreement is unfair can start proceedings before the court. If the spouses have complete separate property, the spouses must raise a claim that the marital agreement is unfair within three years after the spouses divorced. If one or both spouses have community means, proceedings must be brought before the division of the estate is concluded.

It requires a lot for a marital agreement that meets the formal requirements to be unfair. The court makes an overall assessment of the content of the agreement, how it was entered into and other relevant considerations.

Instead of setting aside the marital agreement, the court can decide that one spouse shall pay a sum of money to the spouse who is unfairly disadvantaged.

JURK notes that a court case can be emotionally and financially burdensome. For an overview of prices and court fees, you can visit

<https://www.domstol.no/no/rettsgebyr-og-kostnader/>

3.4.3 Registration of a marital agreement

Registration of a marital agreement, cf. el. § 55

For the marital agreement to be valid to the spouses' creditors (for example the bank), it must be registered in the Register of Marriage Settlements (Ektepaksregisteret).

Real estate must be registered twice, cf. § 55 (2)

A marital agreement that transfers real estate from one spouse to the other must be registered in both the Land Register (Grunnboka) and the Register of Marriage Settlements (Ektepaksregisteret).

3.4.4 Formal requirements for separate property determined by others

Separate property can be determined by the gift giver or testator, cf. el. § 48

Whoever gives a gift or leaves an inheritance can decide for themselves whether this should be the separate property of the spouse who receives the gift or inheritance.

For inheritance, separate property must be determined in a testament. The person who gives a gift must decide that it is to be in separate property at the *same time* as the gift is given to the spouse. This should be done in writing, because written agreements are easier to prove.

The spouse who receives a gift or inheritance that is separate property must as a general rule accept what has been determined. Note that there are exceptions, for example if the gift giver assumes that the spouse can change the separate property provision.

4 PROCEDURES IN CASES OF SEPARATION

4.1 Introduction

In order to divorce, the spouses must as a general rule fulfill three conditions:

1. Spouses with children together under the age of 16 must attend a mediation session.
2. The spouses must have been separated for at least *one year*, or the cohabitation must have been broken for at least *two years*.
3. One of the spouses must demand a divorce.

4.2 Mediation

Mediation, cf. el. § 26

Spouses with children together under the age of 16 must attend mediation proceedings before an application for separation or divorce can be granted. The purpose is to reach an agreement concerning parental responsibility, right of access or where the child or children shall permanently reside. The best arrangement for the child is a central consideration in this assessment.

If you want more information about the terms parental responsibility, right of access and permanent residence, you can contact JURK or read our brochure “Parents and children”.

Mediation certificate, cf. barneloven § 54

To be granted a separation or divorce licence the spouses must have a mediation certificate. This certificate is given after one hour of mediation. The mediation session usually takes place at the family welfare office. The certificate will be given even if only one of the spouses attend the mediation session. The certificate is valid for six months.

4.3 Separation

Applying for a separation, cf. el. § 20 (1)

A spouse that no longer wants to be married can demand a separation. Each of the spouses may demand a divorce when they have been separated for at least one year.

A spouse may receive a separation licence (separasjonsbevilling) without the consent of the other spouse. The spouse that wants a divorce does not need to state why she or he wants a divorce.

Application forms to apply for a separation are available at the County Governor’s (Statsforvalteren) website:

<https://www.statsforvalteren.no/nb/portal/Folk-og-samfunn/separasjon-og-skilsmisse/separasjon/> You can also contact the County Governor.

Separation is without effect when the cohabitation continues, cf. el. § 20 (2)

A separation will not take effect if the spouses continue or resume cohabitation. This means that the spouse cannot get a divorce based on this separation. If the separation period is interrupted, the spouse can apply for a new separation licence.

Cohabitation for a *transitional period* before the spouses move apart from each other, will not interrupt the separation period. This also applies to *brief attempts* to resume cohabitation. Two to three months is usually accepted, but this needs to be assessed individually in each separate case.

A separation enters into effect on the day the licence is granted by the County Governor.

4.4 Divorce

A spouse can demand divorce in different ways.

4.4.1 Divorce after separation

Divorce after separation, cf. el. § 21

Each of the spouses may demand a divorce when they have been separated for at least one year.

The spouse that wants a divorce can either apply by themselves or together with the other spouse. The spouses do not have to agree to divorce in order to have the divorce approved. The processing time can be sped up if the spouses agree and apply together.

4.4.2 Divorce after cessation of cohabitation

**Divorce after
cessation of
cohabitation,
cf. el. § 22**

Each of the spouses may demand a divorce if they have not cohabitated for at least two years. This is named cessation of cohabitation or actual separation. For the break up to be considered a cessation of cohabitation, it is usually necessary for the spouses to move away from each other. A transitional period until cohabitation is terminated, or *short-term attempts* to resume cohabitation, will not affect what is considered the separation period.

The County Governor processes applications for divorce if both of the spouses *agree* that the cohabitation has ceased for at least two years. If one of the spouses does *not agree* that the cohabitation has ceased for at least two years, the spouse who wants a divorce can take the case to court. A trial might take a lot of time. It could therefore be a good idea for a spouse who wants a divorce to apply for separation as well.

Divorce enters into effect on the day the County Governor grants the divorce licence.

4.4.3 Divorce because of abuse and forced marriage

**Divorce
because of
abuse and
forced
marriage, cf.
el. § 23**

A spouse can in some cases demand a divorce without prior separation or cessation of cohabitation.

A spouse can demand a divorce if the other spouse has:

1. Willfully tried to kill the spouse or the children,
2. willfully exposed the spouse or the children to *severe maltreatment*, or

3. behaved in such a way that is likely to arouse *grave fear* of such conduct.

In such situations, the spouse can take the case to court. The spouse must take the case to court within six months after the abuse happened or after she or he became aware of it, and no later than two years after the abuse happened.

Forced marriage, cf. el. § 23 (3)

If the marriage was a forced marriage, the spouses can also demand a divorce without a prior separation or cessation of cohabitation. In the case of a forced marriage, the spouse can demand a divorce before the court.

The process of taking a case to court may take a while, so if a spouse wants to divorce on the grounds mentioned above, it may be wise to apply for separation in addition.

Legal aid

If one of the spouses demands separation because of abuse or forced marriage, she or he can in some cases receive legal aid from the state. Legal aid is partly or entirely paid for by the state.

You can apply for legal aid at the County Governor. You can contact JURK for more information about legal aid. You can also contact the district court for more information about the procedure.

4.5 Further information about separation and divorce

A spouse cannot enter into a new marriage while separated, cf.

A spouse cannot enter into a new marriage until she or he is separated. This is because it is illegal in Norway to be married to two people at the same time. Spouses can have a cohabitant or a boyfriend or girlfriend even though they are married.

**el. § 4
Foreign
citizens**

In order to have an application for separation or divorce approved, one of the spouses must have a connection to Norway. Normally, the County Governor will process applications if one of the spouses can document that she or he has lived in Norway for at least two years.

The County Governor is responsible for separation and divorce. If you have any further questions, you may contact them or read more on their webpage www.statsforvalteren.no.

5 PRIVATE AND PUBLIC DIVISION OF THE ESTATE

5.1 Introduction

Division of the estate

When the spouses want to leave each other, they often have values and items of property that must be divided. The spouses can then carry out a *division of the estate*.

When the spouses may demand division, cf. el. § 57

The spouses may demand that the total values shall be divided. This can be done when a licence has been granted for separation or divorce. There are certain other special provisions regulating when the assets can be divided, including if the time of division has been agreed upon in a marital agreement. The spouses can divide the assets before this if they are about to separate and they both agree to it.

Passivity

If the spouses wait too long with the division of their items of property and values, they risk losing the right to demand division.

The spouses can carry out the division of estate privately or publicly.

5.2 Private division of the estate

5.2.1 Agreement on the division of the estate

Private division of the estate, cf. el. § 95

Freedom to enter into agreements during the division of the estate, cf. el. § 65 (1)

Private division of the estate means that the spouses carry out the division themselves.

The spouses are free to enter into an agreement during the division of the estate. This means that they are free to agree on when and how the division will take place, and which values and items of property to divide.

The spouses can agree to divide their values and items of property according to the division rules in the Marriage Act, or in another way.

An agreement on the division of the estate is not the same as a marital agreement, and has no formal requirements. An agreement on the division of the estate can be made in both oral and written form. Such an agreement cannot be made until the spouses are about to separate. You can read more about marital agreements in section 3.4 «Marital agreement».

JURK recommends spouses that carry out their division privately to enter into a written agreement. This is because it is easier to prove afterwards. In section 9.5 you can see JURK's example of an agreement.

Spouses can agree on deviations from the Marriage Act, for example an agreement which gives one of the spouses less values than she or he would have had if they followed the law. JURK recommends that you always

familiarize yourself with your rights before making an agreement.

The spouses decide for themselves whether they want to do the division of the estate alone or with help from a lawyer. It is not required by law that the spouses must have a lawyer.

After the spouses have decided to leave each other, there is no time limit for when the spouses can enter into an agreement on the division.

5.2.2 Unfair agreement on the division of the estate

The general rule is that agreements are binding.

Unfair agreement on the division of the estate, cf. el. § 65 (2)

An agreement may be completely or partly annulled by the court if it will have an unfair effect for one of the spouses. This means that parts of the agreement or the whole agreement no longer decides how the spouses' values and items of property are to be divided.

The spouse who considers the agreement on the division of the estate unfair, can start proceedings before the court. Claims that the agreement is unfair under the Marriage Act must be raised within three years after the agreement was made. Please note that there are other potential legal grounds in the Contracts Act (Avtaleloven) that may result in an agreement being annulled by the court.

There is a high threshold for the court to consider an agreement unfair. In the assessment of the unfairness the court considers, among other things, the content of the agreement, how it was concluded, the spouses' contributions to the community of property, and what the

spouses would have received by following the division rules in the Marriage Act. Other circumstances may also be relevant. You can read more about community of property in section 3.2 "Community of property".

Instead of annulling the agreement, the court can decide that one spouse must pay a sum of money to the spouse who is placed in an unfairly disadvantaged position.

5.3 Public division of the estate

The spouses can demand public division of the estate, cf. el. § 96

If the spouses do not agree on the division, each of them can demand public division of the estate. Public division of the estate means that the district court divides the values and items of property between the spouses. The general rule is that it is sufficient that one of the spouses demand public division of the estate. Whether the other spouse want this or not is irrelevant.

Unless the spouses agree otherwise during the division process, the district court will divide the spouses' values and items of property according to the division rules in the Marriage Act. You can read more about these division rules in section 6.0 "The rules of the division in the Marriage Act".

Public division of estate for spouses with complete separate property, cf. el. § 96 (2)

If the spouses have a marital agreement deciding that they have complete separate property, both spouses must agree that the division of the estate shall be carried out publicly. In such cases, the spouses must demand public division of the estate within two years after the marriage ended. You can read more about complete separate property in section 3.3 "Separate property".

With the exception of cases where the spouses have complete separate property, the general rule is that there is no time limit for when the spouses can demand public

division of the estate.

In order to get a public division of the estate, the spouses cannot have entered into a private agreement on the division.

What public division of the estate includes, cf. el. § 101 (2)

If one of the spouses demands it, the district court can *also* decide on the following during a public division of the estate:

1. Right to maintenance or spouse's pension.
2. Whether a marital agreement is unfair or invalid.
3. Interpret a marital agreement and what belongs to a spouse's separate property.
4. Whether a spouse has right to use or rent a shared residence.
5. Other requirements that are necessary for the implementation of the division of the estate.

Public division of the estate costs money. The district court cannot process a case if sufficient security is not provided for the costs. (**el. § 96 (3)**) You can read more about public division of the estate and the procedure on the court's website, www.domstol.no If you have questions about costs, you can contact your local district court.

6 THE RULES OF THE DIVISION IN THE MARRIAGE ACT

6.1 Introduction

This section of the brochure reviews the rules regarding how values are to be divided according to the Marriage Act. The division of items of property is explained in section 7.0 "Rights to individual items of property".

The spouses are free to enter into an agreement concerning the division that differs from the rules explained below. You can read more about this in section 5.0 “Private and public division of the estate”.

6.2 Cut-off date

Cut-off date, cf. el. § 60 (1)

It is the assets each of the spouses had at the cut-off date that are to be divided. (el. § 60 (1)) The assets consist of *items of property* and *values*.

The cut-off date is either the time the County Governor received a petition for separation or divorce, or when the cohabitation ceased. The cohabitation is considered ceased at the time the spouses moved apart. Whatever took place first is the cut-off date.

Items of property and values acquired by a spouse after the cut-off date will not be a part of the division.

Profit after the cut-off date cf. el. § 60 (2) and (3)

Profit from means earned after the cut-off date will not be a part of the division. The same applies for any debts a spouse has incurred after the cut-off date.

6.3 General rule: Equal division

The general rule cf. el. § 58

The general rule in the Marriage Act is that the total assets of the spouses that is community of property are to be divided equally after deductions have been made for debts.

It is the net assets that shall be divided. Net assets means the total assets after the spouses debts have been deducted.

Example

Kari has a cabin that she bought during the marriage. At the cut-off date the cabin is worth

500 000 NOK. Kari also has her own debt of 100 000 NOK. Ola has a car worth 400 000 NOK. Ola also has a boat worth 300 000 NOK. The car and the boat was bought during the marriage.

	<i>Kari</i>	<i>Ola</i>
<i>Assets</i>	500 000	400 000 300 000
<i>Debt</i>	-100 000	- 0
<i>Net assets:</i>	400 000/2 200 000 350 000	700 000/2 350 000 200 000
<i>They will receive:</i>	550 000	550 000

What is to be divided?

What is to be divided from Kari?

The starting point for Kari’s asset is the cabin, worth 500 000 NOK. Kari can deduct her own debt of 100 000 NOK. Her net worth will then be 400 000 NOK. Kari will keep half of the net worth, and Ola will receive the other half. That means that each of them will receive 200 000 NOK of Kari’s net asset.

What is to be divided from Ola?

The starting point for Ola’s assets are the car and the boat, worth 700 000 NOK altogether. Ola does not have any debt. Ola keeps half of the net assets, and Kari receives the other half. This means that each one of them receives 350 000 NOK of Ola’s net assets.

In total Kari and Ola receives 550 000 NOK each after the equal division.

You can read more about how debt is deducted in section

6.5 “Debt settlement”.

6.4 Unequal division

6.4.1 Introduction

Unequal division, cf. el. § 59

There are several exceptions from the main rule of equal division. One of the most important exceptions is unequal division.

A spouse may claim to withhold from the division the value of assets that can be clearly traced back to means that one spouse:

1. had at the time they got married,
2. acquired by inheritance during the marriage, or
3. acquired by a gift from a person other than his/her spouse during the marriage.

A rule of value

The rule of unequal division is a rule of value, and it only gives a right to withhold specific values from the division, not specific items of property.

6.4.2 Unequal division is a net claim

It is only the net value that can be withheld from the division

It is the net value of the unequal means that can be withheld from the division. That means that if a spouse wants to withhold the value of unequal means she or he had at the time the marriage was contracted, all debts the spouse had at this time will usually be deducted.

Example

Kari and Maria got married. Kari bought a house before they got married, which they moved into. When they got married the house was worth one million NOK, but Kari had a mortgage of 800 000 NOK. At the cut-off date the house was still worth one million NOK. This means that

Kari can withhold the net value of 200 000 NOK.

If the spouse had more debt than assets at the time they got married, the spouse cannot as a general rule claim to withhold anything from the division.

Example

In addition to the mortgage, Kari had a student loan of 300 000 NOK. Because Kari had values of 1 million NOK, but debts of 1,1 million NOK she cannot, as a general rule, withhold anything from the division.

In many cases there is debt attached to an unequal mean the spouses had at the time they got married. Often the spouses will have paid off the debt during the marriage. Whether or not a spouse may withhold the part that is paid off, depends on the means used to pay it off with. If the debt is paid off using community means, this part will be equally divided. If debt is paid off with unequal means, a spouse can claim to withhold this part.

**Example:
community
means**

Example 1:

Susanne and Ane are married. Ane owned a kayak worth 100 000 NOK at the time they got married. There was a debt of 50 000 NOK attached to the kayak. Ane pays of the debt every month with her salary. The debt is therefore paid off using community means. As a result, Ane can only withhold the net value of the kayak, 50 000 NOK, (the value of the kayak (100 000 NOK) minus the debt (50 000 NOK)). The part of the kayak that is paid off during the marriage, is to be divided equally. Ane will then receive 75 000 NOK, while Susanne will receive 25 000 NOK.

**Example:
unequal
means**

Example 2:

Susanne and Ane are married. Ane owned a kayak worth 100 000 NOK at the time they got married. There was a

debt of 50 000 NOK attached to the kayak. During the marriage Ane inherited 70 000 NOK. Ane used her inheritance to pay off the remaining debt. Ane can then withhold the entire value of the kayak. This is because inheritance is a mean that can be withheld from the division.

6.4.3 Unequal division must be claimed and proved

Unequal division does not occur automatically, but has to be claimed and proved.

It is the spouse who demands to withhold the value of an unequal mean from the division that has to prove that the unequal mean is acquired by inheritance, by a gift from a person other than his/her spouse, or before they got married.

Values that are already spent

A spouse cannot withhold values that are spent before the cut-off date. If the inheritance of a spouse is used to pay for consumer expenditures or a family vacation, it is already spent and the spouse cannot claim to withhold it.

Values that are exchanged

If the values are exchanged in other lasting values they might be preserved. For example, if a spouse inherits a boat, and sells the boat to buy a car, she or he may claim to withhold the value of the car.

Strict proof requirement for unequal division

If the value is exchanged several times, or if the spouses have mixed their finances, it can be difficult to prove that the value of an unequal mean is preserved. If there is any doubt about whether the values can be clearly traced back to an unequal mean, it is the person making the claim who has to prove it. If a spouse cannot prove that she or he can withhold the value of the unequal mean, the rules of equal division will apply.

6.4.4 Value variation

The general rule	The unequal mean may rise or fall in value during the marriage. The general rule is that it is the value the unequal mean had at the cut-off date that can be withheld from the division. You can read more about the cut-off date in section 6.1 “Cut-off date”.
Increase in value	If the value of the unequal mean has risen before the cut-off date, one has to consider why the value has risen in order to see if the spouse may withhold the entire or parts of the current value.
Rise in value as a result of fluctuations in the market	Rise in value as a result of fluctuations in the market can normally be withheld from the division. An apartment may for example rise in value as a result of growth in the housing market, and this rise can normally be withheld from the division.
Rise in value as a result of effort made by a spouse	Rise in value as a result of effort made by a spouse can as a general rule not be withheld from the division. For example, if the spouses have renovated an apartment during the marriage, and the renovation results in a rise in value, this rise in value will normally be divided equally. Means used for normal maintenance, to maintain the value of the unequal mean, shall not be divided equally.
Example	<i>Kristoffer and Emma are married. Kristoffer inherited a boat worth 600 000 NOK during the marriage. A debt of 450 000 NOK ($\frac{3}{4}$ of the boats value) was attached to the boat. As a general rule, Kristoffer can withhold the net value of 150 000 NOK, which is $\frac{1}{4}$ of the value of the boat. As a result of fluctuations in the market the value of the boat increases to 1,2 million NOK. Kristoffers claim to withhold the value is still $\frac{1}{4}$ of the value of the</i>

boat, which is 300 000 NOK at the cut-off date.

6.4.5 The spouse must own the unequal mean

A spouse can only claim to withhold from the division what she or he owns.

Example

Ole owned a house alone when he married Sevgi. As a general rule he can withhold the entire value of the house from the division. After Sevgi and Ole has been married for 20 years, Sevgi has contributed both directly and indirectly, and the house has become a shared project. The court has decided that Sevgi has acquired an ownershipshare, which means that they now own the house 50/50. Ole can therefore only withhold 50 % of the value of the house from the division. The other half is, as a general rule, means that will be divided equally between the spouses.

4.4.6 Exceptions from unequal division

Limitations concerning the right to withhold an unequal mean, cf. el. § 59 (2)

The right to withhold the value of an unequal mean may be lapsed partly or entirely if it would lead to an obviously unfair result for the other spouse. When considering the matter, particular importance shall be attached to the duration of the marriage and the efforts of the spouses on behalf of the family. This exception is rarely applicable.

el. § 77

If one of the spouses has died, there are special rules regarding the right to unequal division.

Agreeing that the rules regarding unequal division shall

The spouses may decide that the rules regarding unequal division shall not apply in the event of a later division of the estate. This has to be done in a marital agreement.

**not apply cf.
el. § 44**

**Extending the
right to
withhold the
value of an
unequal mean
in certain
cases cf. el. §
59 (3)**

If there are strong reasons for doing so, a spouse may be awarded the right to withhold from the division the entire or parts of the value of the community of property that otherwise cannot be withheld from the division. This could be the case if one of the spouses owns a sole proprietorship which will be bankrupt if its value has to be divided equally. This rule is very rarely applicable. The court will make an individual, overall assessment.

**The right to
withhold the
value of an
unequal mean
after a
resumed
cohabitation,
cf. el. § 59 (4)**

If the spouses have resumed cohabitation after the separation, and the division has taken place, the value they each have acquired as a result of the division can be withheld from a later division. This also applies to values each of them acquired in the separation period before resuming the cohabitation.

6.5 Exception: separate property

**Separate
property, cf.
el. § 42**

Items that are separate property shall be exempted from the division, and is therefore not a part of the division of the estate. If the spouses have complete separate property they will each keep what they own. If the spouses have partial separate property, means that are separate property will be kept outside of the division, while the rest of the assets will be divided following the rules regarding community of property.

**Compensation
, cf. el. § 63**

If a spouse has used community means to increase the value of means that are separate property, the other spouse can claim compensation. It is only possible to claim compensation if the spouse that is to pay has means left after debt has been deducted. The compensation can be paid in instalments.

Compensation , cf. el. § 73 If a spouse by contributing to the support of the family, by working or in another way has significantly helped to increase means of separate property of the other spouse, she or he may be awarded compensation.

6.6 Debt settlement

6.6.1 When the spouse only has community means and does not withhold means from the division

The deduction of debt cf. el. § 58 (2) A spouse who only has community means (not separate means) and who does not withhold means from the division (unequal division), can deduct in full from her/his share the debt she or he owns, regardless of where the debt originates.

6.6.2 When the spouse has separate means or withholds means from the division

The deduction of debt, cf. el. § 58 (3) A spouse who has separate property, or who withholds means from the division may make the following deductions from assets that are community property:

1. Debt that the spouse has incurred through the acquisition or expenditure on items of property which are community property, unless otherwise prescribed by point 2.
2. Debt that a spouse has incurred through the acquisition or expenditure on items which are separate property, can only be deducted when the

total value of the separate property and the means to be divided unequally are not sufficient to cover the debt.

3. For other debts, for example student debt and consumer debt, deductions may be claimed for a proportional share.

This is only an overview of the most common situations.

This is an example illustrating how one can deduct debt for a proportional share as mentioned in point 3.

In order to figure out how much one can deduct in the community means one has to use this formula:

$$\text{student debt x } \left(\frac{\text{net community means}}{\text{net community means} + \text{net unequal means} + \text{net separate means}} \right) = \text{part of the student debt one can deduct in the community means}$$

Example

Egil and Kathrine wants to get divorced. Egil has a student loan of 500 000 NOK. He also has a cabin which is separate property worth 500 000 NOK. In addition to this Egil inherited a boat worth 300 000 NOK from his mother during the marriage. Egil also has community means consisting of 200 000 NOK.

$$500\ 000 \quad \times \quad \frac{200\ 000}{200\ 000 + 300\ 000 + 500\ 000} \quad = \text{100 000 can be deducted in the division}$$

7 RIGHTS TO ITEMS OF PROPERTY

7.1 Division of items of property

7.1.1 The right to keep and take over items of property

This part of the brochure describes the rules on how *items of property* are to be divided according to the Marriage Act. How specific *values* are to be divided according to the Marriage Act is described in section 6.

The spouses can agree to divide their items of property in a different way than according to the rules described here. You can read more about this in section 5.

The right to keep items of property, cf. el. § 66

Each of the spouses has the right to keep items of property and rights that the person fully or substantially owns, if it does not lead to an obviously unfair result. If you own an item with an owner share of more than approximately 75 %, you may be considered to own a substantial part.

Takeover of shared residence and household goods, cf. el. § 67

When there are *special reasons* for doing so, a spouse may demand to take over the shared residence or ordinary household goods. This applies even if the other spouse owns more than 75 % of the item. When considering this matter, the needs of the spouses and their children are important. The requirement for *special reasons* is not strict. It is normally sufficient if one spouse can prove that she or he has a greater need for the residence than the other spouse. The spouse who will have the children living permanently with them usually has a strong case in these matters.

If one spouse has inherited the property or received it as a gift from their family, the other cannot claim to take it over. This is an important practical rule. The same applies if the spouse has a special allodial title (*odelsrett*) to the property.

7.1.2 The right to use the residence and the right to demand rent

The right to use the residence, cf. el. § 68

Even though only one of the spouses may take over the residence, the other spouse can be granted a right to use the residence. This applies for all types of residences, also those acquired by the other spouse before they got married. A right to use the other spouse's separate property can also be granted when special reasons justify it.

When considering whether a right of use shall be granted, the needs of the children and the spouses will be of importance. If one of the spouses will have the children living permanently with them, this will be an important part of the assessment that speaks for the right to use the residence. The right to use the residence can be time-limited. The right shall last as long as it is reasonable.

Rent cf. el. § 68 (2)

Where the residence is co-owned by the spouses and just one of the spouses lives in the residence, the other spouse can demand rent. This also applies where one of the spouses has been granted a right of use to a residence that the other spouse fully owns. The spouse can only demand rent for the part of the residence that she or he actually owns. The rent shall correspond to normal market rent, unless the spouses have agreed otherwise.

JURK notes that if the residence is co-owned, the person who moves out must still cover their financial obligations in connection to the residence, as long as the co-owners do not agree otherwise. This applies, for example, to mortgages and payment of necessary or fixed expenses attached to the residence.

You have to demand rent, cf. el. § 68 (2)

Rent begins to run from the time a demand for such rent is presented. You can therefore not demand rent for the time that has passed, only for the future. A claim for rent can be made at the earliest when you have moved out yourself. The demand should be presented in written form because it is easier to prove.

7.1.3 Valuation of items of property

Valuation, cf. el. § 69

If the spouses do not agree on the value of items of property, the value shall be determined by means of a probate valuation (skiftetakst). The value shall correspond to the market value of the item of property. The spouses can also agree on letting an appraiser do the assessment.

The risk of fluctuations, cf. el. § 69 (2)

If a spouse retains items of property that are fully owned by her or him, the valuation shall be based on the value at the cut-off date. This means that the spouse bears the risk of value fluctuation after this.

When the spouse keeps items of property that she or he does not fully own, the valuation shall be based on the value of the item at the point in time when it is decided who will take over the item, unless otherwise agreed.

7.1.4 Actual equal division and other rules

Actual equal division, cf. el. § 70

In several cases, one of the spouses wants to take over items of property whose value exceeds what the spouse shall have after the equal division of values. In such cases, the spouse shall pay the other spouse the excess, so that the result is an actual equal division.

Example:

Lars and Kari is getting divorced. They have a house and a car as community property. The house is worth

1 500 000 NOK and the car is worth 500 000 NOK. Kari shall take over the house, and Lars shall take over the car. Kari must then pay Lars 500 000 NOK, so that they both have 1 000 000 NOK worth of values. The division is then equal.

Sale of items of property owned by the spouses, cf. el. § 71

Each of the spouses may demand that items of property not taken over by them, shall be sold on the open market. Private letters and other items of property may not be sold to a third party if the sale would be considered offensive.

One may demand sale through the enforcement authorities, cf. el. § 71 (3)

Each of the spouses may demand that the sale shall take place through the enforcement authorities (namsmyndighetene) according to the rules regarding forced sale. It is however easier if the spouses manage to sell without the help of the enforcement authorities, for example by selling the residence through an estate agent. In the case of sale, each of the spouses has a right of pre-emption (the right of purchasing before others) on otherwise equal terms.

7.2 Expenses from cessation of cohabitation until the division has been completed

From the cessation of cohabitation until the division is completed, expenses are covered by the spouse who owns the item. If the item is co-owned, both spouses shall cover the expenses. This also applies for the shared residence, but the spouse that stays in the residence may be required to pay rent.

7.3 The following items of property can be kept out of the division

Personal

Personal belongings such as clothing, jewelery and

belongings, cf. el. § 61 letter a family photos from one's own family can be kept out of the division by a spouse, unless it will seem obviously unfair given the circumstances. This is called "forloddskrav". If an item of property is used only by one of the spouses, this is not in itself a reason to keep the item out of the division. The fact that the item can only fulfill the needs of one spouse may, on the other hand, be a sufficient reason.

Rights to national insurance benefits, cf. el. § 61 letter b Rights to national insurance benefits and public or private pension schemes, can be withheld from the division. The same applies for annuities and some types of insurance.

If the use of such rights leads to the other spouse being unreasonably disadvantaged, she or he can be awarded a sum of money to prevent this. This is not a question of a transfer of pension points.

When assessing whether compensation should be granted, emphasis must be placed, among other things, on whether the marriage has been long-lasting, the age of the spouses, the possibility of gainful employment and the possibility of earning one's own pension rights.

Other exceptions, cf. el. § 61 letter c Items of property and rights of a personal nature can be kept out of the division. If one spouse is unfairly disadvantaged as a result, this spouse can be awarded compensation. A right is of a "personal nature" when it is so closely linked to the spouse that it would seem offensive or unreasonable if the values were to be divided. An example of a right of a personal nature is rights to literary and artistic works (åndsverk).

El. § 61 letter d A spouse can withhold from the division the value of compensation, national insurance or insurance which covers loss of future income and expenses which a personal injury may be assumed to cause a person in the future. The same applies for compensation for persistent

injury, industrial injury insurance and redress. It is a condition that the values are preserved. If the value is preserved due to the efforts of the other spouse, the amount can be reduced. The important thing is whether you have obtained the insurance for future acquisitions, and whether it is preserved.

Payments from an employer in connection with resignation or early retirement may be withheld on the same conditions that apply for compensation and national insurance.

The children's belongings, cf. el. § 61 letter e

The spouse who has responsibility for the daily care of the children may demand that items of property acquired especially for use by the children shall be withheld. The children's belongings shall therefore not be divided between the spouses.

8 OTHER MATTERS

8.1 Right to maintenance

The right to maintenance and when it normally ends, cf. el. § 79

During the marriage the spouses have a mutual responsibility to support the family. The main rule is that this responsibility ends when the spouses separate or divorce. The same applies when cohabitation ends.

In certain cases, a spouse is entitled to maintenance, cf. el. § 79

A spouse can be ordered to pay maintenance, if the other spouses' ability and opportunity to ensure adequate support have been reduced as a result of caring for common children or of the distribution of joint tasks during cohabitation. In other matters, maintenance can only be ordered if there are special reasons for this.

The provision aims at cases where one of the spouses has reduced ability to ensure adequate support because of

care for common children, by for instance staying at home or doing a greater part of the joint tasks in the house. Some important considerations in the assessemet of whether there should be ordered maintenance are how long the spouses have been married, the age of the spouse that could be entitled to maintenance, whether the spouse has cared for common children and the spouse's opportunity to obtain income.

Determination of maintenance, cf. el. § 83 and § 84

The spouses can enter into an agreement regarding maintenance. If the spouses do not agree, each of them can take the case to the court. If the spouses agree, the question can be decided by NAV (the Norwegian Labour and Welfare Administration). The spouses may demand a decision on the question of maintenance even if they previously have entered into an agreement regarding this. Further, each of the spouses can demand that a maintenance that has been decided by the court or by NAV is changed or repealed if there are special reasons for this.

Maintenance for a limited period of time, cf. el. § 80 and § 81

Maintenance shall be determined for a limited period not exceeding three years. It may be determined for a longer period of time or without a time limit if there are special reasons for doing this. Maintenance can be ordered for a period up to three years before the claim was submitted to NAV or the court. The main rule is that maintenance shall be determined as a running payment. When there are special reasons for doing so, maintenance may be determined as a single payment.

Other situations where the right to maintenance ends, cf. el § 82

The right to maintenance ends if the one who is entitled to it remarries or the contributor dies.

8.2 Provisional decisions regarding separation, maintenance, rights of use and protection order

Provisional decision, cf. el. § 92

A spouse can demand that a court makes a provisional decision on separation, the right to maintenance, the right to use a residence or the right to use ordinary household goods in the shared residence. Such temporary decisions can also be made before separation is demanded or proceedings for divorce are instituted, but there must be special reasons for doing so. A provisional decision applies until the question of separation, maintenance or usage has been made in a legally enforceable decision. If there are special reasons for doing so, the court can also prohibit a spouse from coming to the property or residence where the other spouse is staying.

Special reasons may exist if the interest of the child or one of the spouses indicates that the other spouse has to be removed from the home.

8.3 Choice of law

The general rule in Norwegian law is that the division of the estate is regulated by the law of the country in which the spouses had their first habitual residence after marrying. It is also necessary that the spouses intended to stay in the country where they had their first habitual residence. However, the spouses can agree that Norwegian rules shall apply to their division of the estate.

9.0 EXAMPLE OF A DIVISION AND A SETTLEMENT ON THE DIVISION OF THE ESTATE

9.1 Introduction

The following is an example of a fictional division of the estate according to the Marriage Act. We will first illustrate how the values are divided (section 9.3) and then how the items of property may be divided (section 9.4). In section 9.5 we will give an example of an agreement on the division of the estate based on the previous facts.

9.2 The facts

Lars and Jasmina married in 1985. They are now separated, and their estate is going to be divided. In 1990 the spouses bought a house together for 500 000 NOK. Jasmina contributed with 50 000 NOK to the purchase amount. This money was a gift from Jasmina's mother. The rest of the amount was financed by a loan. The value of the house at the cut-off date was 2 000 000 NOK. The outstanding debt was 300 000 NOK.

Over the years Lars and Jasmina have owned a number of different cars. The value of their current car was 200 000 NOK at the cut-off date. The outstanding debt was 100 000 NOK. The spouses own the car together and are jointly liable for the loan

In 1997 Jasmina inherited a cabin from her father. Her father's will decided that the cabin was to be her separate property. At the cut-off date, the cabin was worth 500 000 NOK. Jasmina raised a loan to refurbish the cabin. The outstanding debt was 200 000 NOK.

In 2005 Lars purchased a painting from an artist friend. At the cut-off date the value of the painting was 50 000

NOK.

During the early years of the marriage Lars and Jasmina were studying. At the cut-off date Lars had a student loan of 100 000 NOK. Jasmina had paid off her student loan.

9.3 Division of values

The general rule: equal division

Jasmina and Lars wonder how they shall divide their values:

1. The general rule according to el. § 58 is that the spouses' assets shall be divided equally. As mentioned there are exceptions from this rule. Therefore, they have to find out if something can be kept out of the division.
2. Jasmina has both unequal means and separate means, and this shall therefore be kept outside of the division cf. el. § 59 and el. § 42.

Exception: unequal division

3. The unequal means that are related to the house: 50 000 NOK of 500 000 NOK was a gift from Jasmina's mother. This amounts to 10 % of the house's value. At the cut-off date the house was worth 2 000 000 NOK. Jasmina can therefore demand to keep 10 % of 2 000 000 NOK out of the equal division. This equals 200 000 NOK.

Therefore 1 800 000 NOK goes to the equal division from the house. This makes 900 000 NOK to each of the spouses.

Separate property

4. Separate property:
The cabin was worth 500 000 NOK at the cut-off date. The debt related to the cabin was 200 000 NOK. When a spouse has separate property, the debt related to this has

to be deducted from the value of the separate property first. Jasmina's separate property amounts to 300 000 NOK.

Item	Total amount	Jasmina		Lars
		Community means	Separate means Unequal means	Community means
Gross worth				
House	2 000 000	900 000	200 000	900 000
Car	200 000	100 000		100 000
Cabin	500 000		500 000	
Painting				50 000
Debts				
House	-300 000	-150 000		-150 000
Car	-100 000	-50 000		-50 000
Cabin	-200 000		-200 000	
Student loan	-100 000			-100 000
Net worth		800 000	500 000	750 000

Jasmina's contribution to the equal division is 800 000 NOK and Lars' contribution is 750 000 NOK. Jasmina's unequal means and her separate means are kept outside of the equal division.

Each of the spouses shall have 775 000 NOK from the community means. This is Jasmina's and Lars' contribution to the equal division divided by two:
 $800\,000\text{ NOK} + 750\,000\text{ NOK} = 1\,550\,000\text{ NOK}$
 $1\,550\,000\text{ NOK} : 2 = 775\,000\text{ NOK}$

Jasmina also has unequal means which amounts to 200 000 NOK (the house).

$775\,000\text{ NOK} + 200\,000\text{ NOK} = 975\,000\text{ NOK}$

In addition, her separate means has a net worth of:

$500\,000\text{ NOK (the value of the cabin)} - 200\,000\text{ NOK}$

(debt related to the cabin) = 300 000 NOK
 Therefore Jasmina shall have 975 000 NOK + 300 000 NOK = 1 275 000 NOK

In total Lars shall have 775 000 NOK and Jasmina shall have 1 275 000 NOK.

9.4 Division of items of property

Division of the items of property means which spouse that gets to take over which specific thing.

In our case Lars and Jasmina agree that Lars shall take over the house and the debt related to it. They also agree that Jasmina shall take over the car, and the debt related to it. Except for this, the spouses keep what they own.

Lars takes over	The item's value in NOK	Jasmina takes over	The item's value in NOK
House	2 000 000	Car	200 000
Painting	50 000	Cabin	500 000
Debt, house	-300 000	Debt, car	-100 000
Student loan	-100 000	Debt, cabin	-200 000
Takes over in total	1 650 000	Takes over in total	400 000

Lars takes over values that amount to 1 650 000 NOK. Jasmina takes over values that amount to 400 000 NOK. As described, the values of the items a spouse gets to take over, has to match the value the spouse is entitled to after the division of values. Lars therefore has to pay Jasmina if he wants to take over the house. According to the division of values Jasmina should have 1 275 000 NOK.

Lars therefore has to pay Jasmina:
 1 275 000 NOK - 400 000 NOK = 875 000 NOK

Jasmina therefore gets values that amount to 1 275 000 NOK

(400 000 NOK + 875 000 NOK).

Lars therefore gets values that amount to 775 000 NOK (1 650 000 NOK - 875 000 NOK).

9.5 Agreement on the division of the estate

Agreement on the division of the estate

Jasmina Nordmann (date of birth) and Lars Nordmann (date of birth) hereby agree on the devision of our estate following our divorce/separation:

1. Lars Nordmann takes over the house with address Lillevikveien 2, 1234 Lillevik, land register number 3, plot number 25. All costs connected to the transfer of the property shall be paid by Lars Nordmann.
2. Lars Nordmann assumes sole liability for the loan on the house, in agreement with the bank, loan number 1234 56789. All costs connected to the transfer of the loan shall be paid by Lars Nordmann. The parties shall otherwise retain their personal debts.
3. Jasmina Nordmann takes over the car, registration number AB 12345 and the debt related to it, in agreement with the bank.
4. The parties keep the bank accounts in their own name.
5. Jasmina Nordmann keeps the cabin.
6. Lars Nordmann pays Jasmina Nordmann 875 000 NOK for the house described under point 1.
7. Household goods and chattels shall be divided amongst the parties under a separate agreement.

In implementing this agreement between Jasmina

Nordmann and Lars Nordmann, the division has been done with final and legal effect and the parties have no further claims against each other in connection with the division of the estate. This agreement is signed in 2 - two- original copies of which each party keeps one.

Place/date:

Place /date:

.....
Jasmina Nordmann

.....
Lars Nordmann

10 WHO YOU CAN CONTACT FOR MORE HELP

Statsforvalteren (County Governor)

Each county has a County Governor. You can find the number to your local County Governor at this website: www.statsforvalteren.no/en/portal

Jusshjelpa i Nord-Norge

Terminalgata 38, 9019 Tromsø
Tlf: 77 64 45 59
Website: www.jusshjelpa.no

Oslo kommune Fri rettshjelp

Oslo municipality legal aid.
Storgata 19, 0184 Oslo
Tlf: 23 48 79 00
Website: www.frirettshjelp.com

NAV office

NAV has offices in all counties in Norway.
Tlf: 55 55 33 33
Website: www.nav.no

Attorney

If you need help from an attorney, you can find a list with local attorneys working with family law on the website www.advokatenhjelperdeg.no

JURK



www.jurk.no

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