

JURK

Juridisk rådgivning for kvinner

Tenancy law

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FOREWORD

This brochure is published by JURK (Legal Councelling for Women, Norway). JURK is a student-run legal aid initiative that provides free legal advice to anyone who defines themselves as a woman.

JURK reserves the right to change its rules at any time after the publication of this brochure.

We would also like to thank everyone who works with and for JURK for their time and input.

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1 INTRODUCTION

1.1 The purpose of the brochure

The purpose of this brochure is to give a simple and brief outline of legal questions regarding tenancy law. Hopefully, the brochure will make the reader aware of their rights and duties according to the Norwegian Tenancy Act and in tenancy contracts in Norway.

1.2 Abbreviations

Husll. The Tenancy Act

Tvangsl. The Enforcement Act

2 WHAT IS A TENANCY AGREEMENT?

husll. § 1-1

A tenancy agreement is an agreement regarding the right to use a house or an apartment (housing) in return for payment (rent). The rent can be paid with money or with other forms of payment. The Tenancy Act does not apply if the tenant does not pay rent to use the housing

The landlord's and the tenant's rights are regulated by the Tenancy Act as well as their tenancy agreement.

3 TENANCY AGREEMENTS

The tenant has a right to use the housing. Normally this means that the tenant has the right to use the housing as her own. It is only the tenant that has this right, which means that other people (for example the landlord) do not have the same right to use the house.

3.1 How do you enter into a tenancy agreement?

husll. § 1-4 You can enter into a tenancy agreement both verbally and in writing. A verbal tenancy agreement is just as valid as a written one. If the tenancy agreement is verbal, it shall be written down if the landlord or tenant demands it. It is easier to prove what you have agreed on when the tenancy agreement is written down.

husll. § 1-2 The tenant and the landlord can decide the content of the tenancy agreement. However, they can not agree on terms that give the tenant worse rights than those stated in the Tenancy Act.

There are some rules in the Tenancy Act that always apply. The landlord and the tenant can not agree that these rules do not apply in their tenancy agreement.

If the tenancy agreement is silent regarding certain rules or if it is unclear what the tenant and landlord have agreed upon, then the tenancy agreement will be filled in with the rules in the Tenancy Act. If you have agreed upon something that is illegal according to the Tenancy Act, the rules in the Tenancy Act will apply instead of what you agreed upon.

3.2 Time specified and time unspecified tenancy agreements

husll. §§ 9-1 and 9-2 There are two types of tenancy agreements: time specified and time unspecified tenancy agreements.

A time specified tenancy agreement only lasts for a specific period of time. It is terminated by itself at the end of the tenancy period.

husll. § 9-3 As a main rule, it is not possible to enter into a time specified tenancy agreement for less than three years. You can read more about this in item 8.1.

**husll. §§ 9-4
og 9-5**

A time unspecified tenancy agreement is a tenancy agreement that is valid for an unspecified period of time. In order to end a time unspecified tenancy agreement, the landlord or the tenant has to terminate the tenancy agreement with a notice. You can read more about this in item 8.2.

4. WHAT DUTIES DOES THE TENANT AND THE LANDLORD HAVE WHEN ENTERING INTO A TENANCY AGREEMENT?

In a tenancy agreement, both parties have a duty of loyalty. This means that the landlord and the tenant have to be considerate to each other when they enter into the tenancy agreement *and* during the tenancy period.

4.1 Taking over the housing

husll. § 2-1

The landlord has to make the housing available for the tenant in accordance with the tenancy agreement. The time and date for the takeover is decided through an interpretation of the agreement. If the time and date is not agreed upon, the rules in the Tenancy Act apply. The Tenancy Act states that the time for takeover of the housing is when the tenant gets the keys and free access to the housing.

4.2 Deposit

husll. § 3-5

According to the Tenancy Act section 3-5 the landlord and the tenant can agree on a set amount of money that the tenant has to pay as security. The money is a security for unpaid rent, damages to the housing, or if the landlord has a claim against the tenant according to the tenancy agreement or the Tenancy Act. This is called a deposit.

According to the Tenancy Act section 3-5 there are several requirements for a deposit to be valid:

- The security deposit can not be a larger amount than 6 months rent.
- The deposit has to be on a deposit account in the tenant's name. The security deposit account has to be separated from the tenant's other funds. This means that the deposit can not be paid to the same account as where the rent is paid.
- The landlord has to pay the costs for creating the deposit account.

If the landlord has gotten the deposit in cash or to his or her private account, this is considered an irregular (illegal) deposit according to the Tenancy Act. The tenant can, at any time, demand the illegal deposit returned. The tenant can also demand interest for overdue payment from the day the landlord received the illegal deposit. If the landlord does not return the illegal deposit to the tenant, it is considered a violation of the Penal Code.

4.3 Requirements to the housing

husll. § 2-2

The landlord has to ensure that the housing is in accordance with the tenancy agreement at the time of the takeover. If the landlord and the tenant have not agreed on the requirements to the housing, the housing should be tidied, cleaned and in normal good condition.

If the landlord does not fulfill this responsibility, the housing might have a defect. If the housing has a defect, the tenant has different options. You can read more about this in item 6.

In a few cases the tenant can refuse to take over the housing. The tenant can only refuse to do this if the housing has severe defects that also would allow her to

terminate the tenancy agreement with immediate effect. You can read more about the requirements for immediate termination of the tenancy agreement in item 6.5.

If the tenant refuses to take over the housing, it will be considered a delay. You can read more about delay in item 4.5.

husll. § 2-5

The tenancy agreement may state that the house is rented out «as is» («som den er»). Initially, this means that the housing does not have a defect. But the housing might have a defect if it is considered to be in significantly worse condition than the tenant could expect. Whether or not the housing is in a significantly worse condition, has to be decided in each case. Important factors in the decision are the age of the house, its location, standard and the size of the rent.

4.4 The landlord is required to give information about the housing

**husll. § 2-3, §
2-4 og
§ 2-6**

The landlord has a responsibility to give correct and necessary information about the housing, before it is made available to the tenant. If the landlord does not fulfill this responsibility, the housing might have a defect. However, it is only a defect if the information is of an important character.

Conditions that the tenant knew about, or that were so obvious that she would be expected to know about, are not considered defects.

If the housing has a defect, the tenant has different options. You can read more about this in item 6.

4.5 Delayed takeover

4.5.1 Reduction of rent due to the landlord's delay

husll. § 2-11 If the housing is not ready to be taken over by the tenant at the agreed time and date, the tenant does not have to pay rent for the duration of the delay. This is called total delay.

If only a part of the housing is not ready for takeover to the agreed time and date, the tenant can claim rent reduction for the duration of the delay. The price reduction should equal the difference between the rental value of the housing with and without the delayed part.

Even if only a part of the housing is delayed, it might be considered a total delay if the delayed part is essential.

4.5.2 Immediate termination of the tenancy agreement due to delay

husll. § 2-12 If the delay leads to a serious breach of the tenancy agreement, the tenant can terminate the tenancy agreement immediately. You can read more about what a serious breach is in item 6.5.1.

4.5.3 Compensation due to delay

husll. § 2-13 The tenant can claim compensation for a loss that she has due to the delay. You can read more about compensation in item 6.6.1.

4.5.4 The tenant's right to continue the tenancy agreement when there is a delay

husll. § 2-9 The tenant can demand that the tenancy agreement continues when there is a delay. However, the tenant can

only do this if it does not cause the landlord unreasonable costs or disadvantages.

5. WHAT RIGHTS AND DUTIES DO THE PARTIES HAVE DURING THE TENANCY PERIOD?

5.1 The landlord's duties

5.1.1 Rent

husll. § 3-1 og § 4-1 The rent must be a set amount. The landlord and the tenant can not agree on a rent that is unreasonable compared to the rent for similar housing.

husll. § 3-2 The landlord can decide that the rent should be paid in advance for each month, or a different date the tenant and landlord agree upon. If they agree to pay rent in advance, the tenant can only pay rent for one month ahead. The tenant always has the right to pay through bank payment.

husll. §§ 4-1, 4-2 og 4-3 Rent can be adjusted in three ways:

- through a new agreement between the tenant and the landlord,
- through index regulation, or
- through adjustment to the current level of rents.

You can contact JURK if you need more information about this.

5.1.2 Duty to make the housing available to the tenant

husll. § 5-1 The landlord must give the tenant access to use the housing during the entire tenancy period. This means that the tenant can use the housing in accordance with the tenancy agreement.

The landlord has a very limited access to use the housing during the tenancy period. You can read more about the tenant's duty to give the landlord access in item 5.2.5.

5.1.3 Duty to maintain peace and order

husll. § 5-2

The landlord has to maintain peace and order on the property, unless the tenant and the landlord have agreed otherwise. The tenant has a duty to follow normal house rules and reasonable instructions from the landlord, in order to keep good order.

The landlord's duty to maintain peace and order, involves that he or she can not start or allow activities, that are disturbing for the tenant. This duty also includes that the landlord has to intervene if other people's actions are disturbing.

5.1.4 The landlord's duty to maintain the housing

husll. § 5-3

The landlord and the tenant can agree who is responsible for maintaining the housing. This is typically stated in the tenancy contract.

If the landlord and tenant have not agreed who is responsible for the maintenance, the landlord must keep the housing and property in accordance with the Tenancy Act. Note that the tenant *also* has a maintenance duty. You can read more about this in item 5.2.3.

The landlord must ensure regular maintenance so that no damage or anything similar occurs. This is typically painting, roofing and similar maintenance to prevent damages.

The landlord is also responsible for repairing objects he or she owns. This applies when the entire object must be replaced, and when there are important, expensive parts that must be replaced. The landlord is responsible for getting the work done, and must cover the expenses.

The landlord is responsible for accidental damages to the property during the tenancy period. Accidental damages mean damages that are not due to the tenant's ordinary use of the housing, or wear and tear. For example damages caused by burglary, power cuts, fire or leakage. If the damages are caused by the tenant, the landlord can demand that the tenant pays for the expenses of the repairs.

You can read under item 5.2.5 about the tenant's duty to give the landlord access to the housing in some particular cases.

5.1.5 The landlord's access to make changes to the housing

husll. § 5-4

The landlord can make changes to the housing even if it causes minor inconveniences for the tenant. If the inconveniences are not minor, the landlord needs consent from the tenant to make the changes. For example, the tenant most likely has to accept that she can not use one of the rooms while the landlord is making changes. However, if the tenant has to move out while the work is in progress, she must first consent to this.

You can read under item 5.2.5 about the tenant's duty to give the landlord access to the housing in some particular cases.

5.2 The tenant's duties

5.2.1 Duty to pay rent and other expenses

husll. § 3-4 The tenant must pay the agreed rent.

Unless the tenant and the landlord have agreed otherwise, electricity is included in the rent.

The landlord and the tenant can agree, typically in the tenancy contract, that the tenant must pay for electricity separate from the set amount of rent. The tenant can in this case demand to see the landlord's calculations of the electricity costs and the distribution of electricity inside the housing. The tenant can demand this once a year.

5.2.2 The tenant's use of the housing

husll. §§ 5-1 og 5-2 The tenant must treat the housing nicely and in accordance with the tenancy agreement. The tenant can not use the housing for other purposes than what is agreed upon.

The tenant must follow normal house rules and reasonable instructions that the landlord has decided on, in order to keep good order.

5.2.3 The tenant's duty to maintain the housing

husll. § 5-3 The landlord and the tenant can agree upon who is responsible for maintaining the housing. This is usually written in the tenancy contract.

If the responsibility to maintain the housing is not agreed upon, the tenant must maintain on the locks, water taps, toilets, electrical sockets and switches, and hot-water tanks. The tenant must also maintain objects that are not permanently fastened to the property. This can for

example be a stove, washing machine and other electrical devices. It can also be furniture not built into the housing.

Note that the landlord *also* has a duty to maintain the housing. You can read more about this under item 5.1.4.

husll. § 5-5

If the tenant discovers damage to the property, she must notify the landlord immediately. If the damage has to be repaired quickly, the tenant must limit the damage as much as she can. The tenant can demand that the landlord covers the expenses.

5.2.4 The tenant's access to make changes to the housing

husll. § 5-4

It is the agreement between the landlord and the tenant that decides if the tenant can make changes to the housing. If nothing is agreed upon, the tenant must have the landlord's consent to make changes to the housing. It is not a requirement that the consent is in writing, and the landlord can decide if he or she wants to consent or not.

5.2.5 The tenant's duty to give the landlord access to enter the housing

husll. § 5-6

The landlord can only enter the housing in certain cases during the tenancy period. This is only when:

- The landlord must do maintenance as mentioned in item 5.1.4.
- The landlord is going to make changes as mentioned in item 5.1.5.
- The landlord must prevent damages to the housing.
- The landlord must carry out supervision of the housing.

- The tenancy period is coming to an end and the landlord must arrange viewings for potential new tenants. You can read more about this in item 9.1.

In addition, the landlord has to notify the tenant within reasonable time.

However, the landlord does not need to notify the tenant if it is not possible, and if the landlord must enter the housing immediately to prevent damage.

5.2.6 Joint and several liability

Joint and several liability regulates the tenants' common responsibility towards the landlord. When multiple tenants are jointly and severally liable, they are all responsible for the whole rent and other expenses that may arise in the tenancy period. This means that joint and several liability is first and foremost about the financial aspect of the tenancy. The landlord can freely choose which tenant she wants to demand payment from in the case of joint and several liability. The landlord can demand the full amount from one of the tenants or claim some from each of them.

Unless otherwise is agreed, the tenants are jointly and severally liable.

Even if the tenants are jointly and severally liable towards the landlord, they can agree between themselves how much each of them will pay. An example could be that the rent is NOK 20 000 and there are four tenants. The tenants can then agree that two of them pay NOK 3 000 and two of them pay NOK 7 000. Such an agreement should be in writing.

Note that if the tenants have an agreement between themselves, the landlord can still demand the full rent

from one of the tenants. When a tenant pays the full amount, she can claim recourse from the other tenants afterwards.

5.2.7 Right of recourse

If the tenants are jointly and severally liable towards the landlord, the tenant who pays the landlord on behalf of someone else can claim the amount repaid from the person or persons she has paid on behalf of. This is because the tenant who has paid has covered someone else's payment obligation - for example, by covering the other tenants' share of the rent. This is called recourse.

There is no requirement that there is an agreement between the tenants in order to claim recourse. It is sufficient that one tenant has covered the other's payment obligation.

6. WHAT CAN YOU DO WHEN THE HOUSING HAS A DEFECT?

6.1 What is a defect?

The housing may have a defect if it does not correspond to what has been agreed upon or the requirements in the Tenancy Act. You can read more about these requirements in items 4, 5 and 9. You can read more about what the tenant and landlord can do if there is a defect below.

6.2 Complaint

husll. § 2-8

The tenant must have complained to the landlord in order to demand something from the landlord because of a

defect. This means that the tenant must have told the landlord about the defect.

This has to happen “within a reasonable period” after the tenant detected or should have detected the defect. A complaint within 14 days is usually considered as within a reasonable period. A complaint can be given to the landlord verbally, but in regard to evidence, it should be given in writing.

The tenant must complain regardless of whether she wants the defect corrected, rent reduction, or immediate termination of the tenancy agreement.

6.3 Correction of the defect

husll. § 2-10

The tenant can demand that the landlord must correct the defect if this can be done without unreasonable costs or disadvantage for the landlord. This also applies for supplements to the housing. This can for example be furniture that came with the housing. It is the landlord that must pay for the correction.

Correction of the defect is not only a claim that the tenant can have, but also a right that the landlord has. The landlord can typically demand to correct the defect before the tenant can claim something else. This applies when correction can be done without significant disadvantage for the tenant, and the tenant does not have a particular reason to protest the landlord’s offer to correct the defect.

If the landlord does not correct the defect, the tenant can demand that the landlord covers the reasonable expenses she has had due to the correction of the defect.

husll. § 2-11

While the landlord corrects the defect, the tenant may be entitled to rent reduction or compensation. This can for

example be the case when she can not live in or use parts of the housing.

husll. § 2-10 Correction should happen within reasonable time after the tenant has claimed this.

6.4 Rent reduction

husll. § 2-11 The tenant can demand rent reduction for the period that the housing has a defect. The rent reduction must be proportionate. This means that the difference between reduced and agreed rent shall be equal to the housings rental value with the defect and without the defect.

To identify the amount you can demand in rent reduction, you must first find the housing's value without the defect. This is not always the same amount as the agreed rent. The agreed amount of rent can be higher or lower than the actual value of the housing. When you have identified this value, you must also identify the value of the housing with the defect.

6.5 Immediate termination

6.5.1 The tenant's right to immediately terminate the tenancy agreement

husll. § 2-12 Immediate termination means that all the responsibilities according to the tenancy agreement no longer apply, with immediate effect. The tenant can terminate the tenancy agreement with immediate effect when there is a serious breach to the agreement caused by the landlord.

Not all defects give the tenant the right to terminate the agreement immediately. It takes a lot for the tenant to have the right to immediately terminate the tenancy

agreement. In order to immediately terminate the agreement, it must be reasonable that the tenant can leave the agreement. If the landlord can correct the defect or the tenant gets sufficient compensation through rent reduction, it will not be reasonable to terminate the tenancy agreement with immediate effect.

6.5.2 The landlord's right to immediately terminate the tenancy agreement

husll. § 9-9

The landlord can in a few cases terminate the tenancy agreement immediately. For the landlord to do so, the tenant must have caused a serious breach to the agreement.

Some examples of serious breaches can be when the tenant does not pay rent, when she fails to fulfill her duty to maintain the housing despite written notice from the landlord, when she hands over the housing to someone else without the right to do so, or if she is of *serious* harm or inconvenience to others. It takes a lot for the landlord to have the right to immediately terminate the agreement.

The more rent the tenant does not pay, the more likely it is that the landlord can terminate the tenancy agreement with immediate effect. It is therefore not likely that the landlord can immediately terminate the agreement if the tenant has paid the rent too late only once.

If the landlord wishes to immediately terminate the tenancy agreement, she must give a written notice about this. The written notice must include the reason why the landlord is terminating with immediate effect. The tenant may be required to move out immediately.

If the tenant accepts the immediate termination she has a duty to move out as soon as possible. When the tenant

does this, she is free from the obligation to pay rent. If the tenant does not willingly move out, the landlord needs to get a general basis for enforcement to evict the tenant. You can read more about this in item 6.7.

The tenant can be responsible for the expenses the landlord has had due to the immediate termination.

6.6 Compensation

6.6.1 The tenant's right to compensation

husll. § 2-13 The tenant can in some cases receive compensation for the economic loss she has had because of a defect or delay in the tenancy agreement.

The tenant can not receive compensation if:

- The landlord has given full compensation for the loss in other ways, for example by correcting the defect or by giving a rent reduction.
- The defect or delay is the tenant's fault.

There are more rules for when the tenant can receive compensation and what she can be compensated for.

6.6.2 The landlord's right to demand compensation

husll. § 5-8 If the landlord has an economic loss due to the tenant's actions or passivity, she can in some cases demand compensation.

The landlord can demand compensation from the tenant if the tenant uses the property inconsiderately or if she breaks the house rules, the duty to maintain the property

or the duty to inform the landlord about damage to the property.

This does not apply if the tenant can show that the breach of the tenancy agreement is caused by an obstacle out of her control.

husll. § 10-3 If the tenant does not return the property on the day the tenancy agreement ends, the landlord can demand compensation from her. The compensation will be the same amount as the rent would have been until the day that the tenant moves out.

The landlord can also demand compensation if the tenant returns the property in a worse condition than what is agreed upon. If the tenant and the landlord have not agreed upon the condition of the property, the landlord can get compensation if the property is not tidied, cleaned and in the same condition as it was at the time of the takeover. The tenant does not have to compensate for economic loss due to normal use of the property.

6.7 Eviction

The landlord can not evict (throw out) the tenant on her own. The landlord can get help from Namsfogden to evict the tenant from the housing if she has a justified reason for doing so.

tvangsl. § 13-2 To carry out an eviction, there must be an enforceable basis for enforcement.

A basis for enforcement can be a decision from the Rent Disputes Tribunal (HTU) or a court. The decision must state that the tenant is obligated to move out of the property. These bases for enforcement are called general bases for enforcement.

In tenancy agreements it is more common that there is a special basis for enforcement. This is normally stated in the tenancy contract. The tenancy contract can for example state that the landlord can demand enforced eviction if the tenant does not pay rent or if the tenant does not move out after the tenancy period has ended.

If the landlord has a special basis for enforcement, and she wishes to evict the tenant, she must as a main rule send a written warning to the tenant that she will be evicted. There are several requirements to when a warning can be sent and what it has to include.

If the landlord does not follow the rules for enforced eviction, the landlord can be responsible for compensating the tenant's economic loss.

If the landlord tries to evict you, you may have the right to free legal aid (lawyer). You can contact the county governor (statsforvalteren) to get information about this.

7 Change of tenant by transfer or succession

7.1 Change of tenant

husll. § 8-1

A tenant can as a main rule not transfer her tenancy agreement to others without consent from the landlord.

However, the landlord and the tenant can agree that the tenant is allowed to transfer her tenancy agreement.

There are also some exceptions from the main rule in the Tenancy Act. You can read more about these below.

7.1.1 Change of tenant due to the tenant's death

husll. § 8-2

If the tenant dies and she has a spouse who lives in the housing, the spouse has a right to take over the tenancy agreement. This also applies if the tenant has children or grandchildren who lived with the tenant the last six months before the tenant died.

Other people who qualify as a member of the household unit, also have the right to take over the tenancy agreement. A household unit is two or more people over 18 years of age who have lived together for a minimum of two years (shared housing). It can also be two unmarried people who have or are expecting children together (cohabitants).

7.1.2 Change of tenant due to breakups

husll. § 8-3

If the tenant has lived with her spouse, and she wishes to move from their common housing because of a breakup, the other spouse has the right to take over the tenancy agreement. The landlord is bound by the spouses' agreement about use of the housing.

7.1.3 Change of tenant in other cases

husll. § 8-3

In some cases, the members of a household unit can make a change of tenant. There must be strong reasons to do so. See item 7.1.1 for a definition of a household unit.

7.2 Extension of the household

husll. § 7-1

Extension of a household (household admission) is when a tenant lets other people move into the housing without the tenant herself moving out.

The tenant has the right to include her spouse or her cohabitant in the housing. The tenant and the tenant's cohabitant/spouse can also include their own children, foster children, adoptive children and parents. These can be included without the landlord's consent.

Inclusion of others than those mentioned above, demands consent from the landlord. Consent can only be denied in two cases:

1. If there are circumstances with the person that gives the landlord a justified reason to deny the inclusion.
 - A justified reason can be that the person who gets included causes a lot of noise and disturbs the house order.
 - Ethnical belonging, nationality, language, skin color, political views etc., will never be a justified reason.
2. If the property will be clearly overpopulated.

7.3 Sub-letting

husll. § 7-2

Sub-letting means that the tenant (main tenant) rents the property to another (sub-tenant). The main tenant will always be responsible towards the landlord. This is because there is no direct agreement between the sub-tenant and the landlord. The sub-tenant is responsible towards the main tenant.

The main tenant can sub-let if it is agreed upon with the landlord, for example in the tenancy contract.

**husll. §§ 7-3,
7-4 og 7-5**

The main tenant can also sub-let with the landlord's approval if:

- The tenant herself will live in the housing and she wants to sub-let a part of the housing.
- The tenant wants to sub-let the housing for up to two years because of temporary absence due to work, studies, military service or other strong reasons, or
- The tenancy agreement is entered into for a set time, and the tenant wants to sub-let for the rest of the rental period.

In these cases, the landlord can only deny sub-letting if the sub-tenant's circumstances give her a justified reason to do so, or if the housing will be overpopulated.

The main tenant can not sub-let in any other cases than those mentioned above.

husll. § 7-6

The main tenant should send a written application to the landlord for approval of sub-letting. If the landlord does not respond to a written application within one month after it has been received, she is considered to have accepted the sub-letting.

The main tenant appears as landlord for the sub-tenant. The rules in the Tenancy Act therefore apply in the relationship between these parties.

The sub-tenant will still not get better rights than what the main tenant has in her tenancy agreement with the landlord.

The main tenant is also responsible for the sub-tenant. For example, if the sub-tenant does not pay rent, the main tenant is still responsible that rent is paid to the landlord.

If the tenancy agreement between the landlord and the main tenant ends, the sub-tenant must move out of the housing. This is because the main tenant can not transfer to the sub-tenant a right that she does not have herself.

husll. § 7-7 The main tenant can in a few cases be held responsible for compensating the sub-tenant, if she has an economic loss related to the ending of the tenancy agreement.

7.4 New landlord (change of owner)

7.4.1 Change of owner by sale of the property

husll. § 8-6 The landlord has the right to sell her property, even if this is not regulated in the tenancy contract. The landlord's right to sell the property follows the right of ownership.

When an owner voluntarily sells her property, the main rule is that the existing tenancy agreement continues, and that a new establishment of the tenancy agreement does not happen. This means that the tenant and the new owner generally do not need to rediscuss the content of the tenancy agreement. This also means that the new owner does not automatically have the right to terminate the tenancy agreement or change the conditions in the tenancy contract.

The main rule above is affected by other rules that are relevant for sale of property.

The new owner must still always approve the tenancy agreement if it is registered (tinglyst), and if she knew or should have known that there existed a tenancy agreement at the time of the sale.

7.4.2 Change of owner when the landlord dies

If the landlord dies, the right of ownership transfers to the inheritors.

If there are several inheritors, they take over the landlord's responsibilities together. They will then act as the landlord until they have completed dividing the landlord's belongings.

If the division leads to one of the inheritors taking over the property by herself, the tenancy agreement continues as before.

If the property is sold to a non-inheritor, the relationship between the new owner and the tenant will be the same as with regular, voluntary sale. You can read more about this above in item 7.4.1.

8 WHEN AND HOW DOES THE TENANCY AGREEMENT END?

There are two main types of tenancy agreements:

1. Time specified tenancy agreement
2. Time unspecified tenancy agreement

The difference between these agreements is how long they last, when and if they can be terminated.

In item 8.1 you can read about time specified tenancy agreements. In item 8.2 you can read more about time unspecified tenancy agreements. In item 8.3 you can read about the tenant's right to protest against the landlord's notice, and in item 8.4 you can read more about the notice period.

8.1 Time specified tenancy agreements

husll. § 9-2 A time specified tenancy agreement is an agreement that expires without any of the parties needing to give a notice. This means that the tenancy agreement lasts for a specific period of time, and that it will end automatically on the date that the landlord and the tenant has agreed upon. This date is called the expiry date.

8.1.1 The access to enter into time specified tenancy agreements

husll. § 9-1 It is allowed to agree that a tenancy agreement shall last for a specific period of time. It is then a requirement that the expiry date is stated in the tenancy contract. If the expiry date is not agreed upon, the tenancy agreement is time unspecified. You can read more about time unspecified tenancy agreements in item 8.2.

husll. § 9-2 A tenancy agreement that is entered into for a specific period of time, ends without notice when the agreed rental period expires.

husll. § 9-3 The main rule is that it is not possible to enter into a time specified tenancy agreement for a shorter period of time than three years. There are several exceptions from the main rule of a three-year rental period. You can read more about these below.

The minimum time can be set to one year if the agreement is about an apartment in the attic or basement of a detached house, or a housing that is part of a two-family house. The landlord must in these cases live in the same house.

In two cases, the landlord can agree with the tenant upon a shorter rental period, regardless of the rules above. Then it is a requirement that the reason for the limited rental period must be given in writing to the tenant. The reason

can not be given after the tenancy agreement has been entered into.

These two cases are:

1. If the rented housing will be used by the landlord or someone who belongs to the landlord's household, or
2. When the landlord has reasonable grounds for the limited rental period.

If the agreement is in conflict with the rules for time specified tenancy agreements, the tenancy agreement will become a time unspecified tenancy agreement. This means that the rules for time unspecified tenancy agreements will apply.

husll. § 9-2

If the tenant does not move out of the housing within three months after the agreed expiry date, and the landlord has not sent a written request where she asks the tenant to move out, the tenancy agreement will become a time unspecified tenancy agreement.

8.1.2 The landlord's access to terminate time specified tenancy agreements

A notice means that one party gives the other a message that the tenancy agreement will come to an end.

husll. § 9-2

A time specified tenancy agreement can be terminated if the landlord and the tenant have not agreed otherwise. If a time specified tenancy agreement can not be terminated, this must be stated in the tenancy contract.

The landlord must have a reason to terminate the tenancy agreement. Valid reasons are:

- If the housing will be used by the landlord or someone in her household.

- If the tenant must move out of the property because of reconstruction or destruction.
- If the tenant breaches the tenancy agreement.
- If there are other reasonable grounds for termination of the tenancy agreement.

A time specified tenancy agreement of a single dwelling room where the tenant has access to another person's housing, can always be terminated by the landlord.

husll. § 9-7

There are several requirements to the notice if the landlord wants to terminate the tenancy agreement:

- The notice must be in writing.
- The notice must state the reason for the termination.
- The notice must inform that the tenant can protest to the landlord in writing within one month after the tenant has received the notice.
- The notice must inform that if the tenant does not protest within one month, she will lose her right to protest that the notice is invalid.

If the requirements are not fulfilled, the notice is invalid. This means that the notice does not apply and the tenancy agreement continues as normal.

Note that if the tenant moves out in accordance with the landlord's notice, the notice is considered to be accepted. This is because moving out is seen as an accept of the notice from the tenant. applies even if some of the requirements above are not fulfilled.

The notice period starts when the landlord terminates the tenancy agreement. You can read more about notice period in item 8.4.

8.1.3 The tenant's access to terminate time specified tenancy agreements

husll. § 9-2

A time specified tenancy agreement can be terminated by the tenant. If the tenancy agreement can not be terminated in the agreed rental period, the landlord *must* inform about this in writing.

The tenant's notice can be given both verbal and in writing. Since it can be difficult to prove that a verbal notice has happened, it is recommended that the notice is given in writing.

The notice period starts when the tenant terminates the tenancy agreement. You can read more about notice period in item 8.4.

8.2 Time unspecified tenancy agreements

When the time of ending is not stated in the tenancy contract, it is a time unspecified tenancy agreement.

8.2.1 The landlord's access to terminate a time unspecified tenancy agreement

husll. § 9-5

If nothing else is agreed upon, a time unspecified tenancy agreement can be terminated by the landlord. However, this only applies:

- If the housing will be used by the landlord or someone in her household.
- If the tenant must move out of the housing because of reconstruction or destruction
- If the tenant has breached the tenancy agreement
- If there are other reasonable grounds for termination of the tenancy agreement

A time unspecified tenancy agreement of a single dwelling room where the landlord has access to another person's dwelling can always be terminated by the landlord.

The same requirements for the landlord's termination apply for time unspecified tenancy agreements. You can read more about these requirements under item 8.1.2.

8.2.2 The tenant's access to terminate a time unspecified tenancy agreement

husll. § 9-4 A time unspecified tenancy agreement can also be terminated by the tenant if nothing else is agreed upon.

The rules are the same as for the tenant's termination of time specified tenancy agreements. See item 8.1.3.

8.3 The tenant can protest on the landlord's notice of termination

husll. § 9-8 The tenant can protest when the tenancy agreement is terminated by the landlord. The tenant's protest must be in writing and it must be given within one month after the termination was received.

If the tenant protests and the landlord still wants to sustain the termination, the landlord must take the case to HTU to get the notice of termination approved. The landlord must do so within three months after the tenant's deadline to protest has expired. If the landlord does not take the case to HTU, the notice of termination no longer applies.

If the landlord takes the case to HTU within the deadline, the notice of termination can be set aside if they find it illegal or unreasonable.

8.4 The notice period

husll. § 9-6

Termination means that one of the contracting parties informs the other that the tenancy agreement shall come to an end within a certain time (the notice period).

The length of the notice period is usually stated in the tenancy contract. If the extent of the notice period is not agreed upon, the main rule is that it is three months from the end of the calendar month. For example, if a tenant gives notice of termination on the 15th of October, the notice period will run from 1st of November.

The main rule is that the tenancy agreement runs as normal from the notice of termination is given until the notice period ends. This means that the tenant has the right to use the housing, and that she is obligated to pay rent throughout the entire notice period.

The tenant and the landlord can still agree that the tenancy agreement shall come to an end before the notice period ends. This requires that the landlord *consents* to the tenancy agreement ending. It is not enough that the tenant returns the housing before the notice period ends. The landlord must agree that the notice period shall end earlier.

8.5 Prohibition against double rent in the notice period

If the landlord rents out the housing again, the previous tenant does not have to pay rent from the time the new tenant starts to pay rent. In other words, the landlord can not demand double rent. This is because the landlord has accepted that the tenancy agreement has ended when the housing is handed over to a new tenant.

8.6 Right of withdrawal

The right of withdrawal also applies for tenancy agreements.

To use the right of withdrawal, these requirements must be met:

- the tenant must be a consumer (private person),
- the landlord must be a professional. This is usually someone who runs a tenancy company, and
- the tenancy agreement must be entered into by distance selling
 - This means that they entered the tenancy agreement without being physically present together. In addition, the communication prior to the agreement must only have been via distance communication, for example by e-mail, Finn.no or messages.
 - The tenancy agreement has not been entered into by distance selling if the tenant has attended physical viewing of the housing.

The deadline of withdrawal is normally 14 days from the date of the agreement. If the professional landlord has not informed about the right of withdrawal, the deadline is 12 months and 14 days.

When a tenant wants to use her right of withdrawal, she must inform the landlord about this verbally or in writing. It is the tenant that must prove that she has used her right of withdrawal. JURK therefore recommends the tenant to send a written message about the use of withdrawal.

9. RIGHTS AND OBLIGATIONS REGARDING THE TERMINATION OF THE TENANCY AGREEMENT

9.1 The tenant's rights and obligations

husll. § 10-1 In the period before the tenant moves out of the housing, the tenant must, as far as possible, give the landlord access to the housing for viewings.

husll. § 10-2 The day the tenancy agreement ends, the tenant shall present the housing with inventory to the landlords use (disposal). The return of the housing is complete when the landlord has gotten the keys and the housing is given to the landlord's use, unless something else is agreed upon.

If nothing else is agreed upon between the tenant and the landlord, the housing with inventory must be cleaned and in the same condition as at the time of the takeover. The tenant is not responsible for regular wear and tear and conditions that the landlord has to repair (fix).

If the landlord has agreed that the tenant gets to change the housing, she can, as a main rule, not demand that the tenant has to redo the changes. The landlord can only demand that the tenant redoes the change if it was a part of the agreement.

The landlord can never demand that the tenant must put the housing back to its original state, if this will lead to unreasonable loss in value or disproportionate costs for the tenant. If the tenant did not have the right to do the changes, the landlord can still demand compensation for the loss in value the changes has lead to.

The landlord will get the permanent fixtures that the tenant has brought into the housing, if it causes unreasonable loss in value or disproportionate costs to remove them. Permanent fixtures are incorporated in the housing in such a way that they can not be simply removed. This can for example be new electrical wiring or piping.

husll. § 10-5 If the tenant has gotten consent from the landlord to change or improve the property, she can have a claim to get repaid the costs (vederlag). In that case, the improvement must be significant (major). She does not have a right to get repaid if they agreed upon something else.

husll. § 10-4 Items that the tenant did not take with her when she moved out, shall be taken care of by the landlord on the tenant's expense. Regardless, the landlord can throw away garbage right away.

9.2 The landlord's claim in cases of delayed move-out

husll. § 10-3 If the housing is not returned to the landlord's use the day that the tenancy agreement ends, the landlord can demand money equivalent to the agreed rent until the tenant moves out. The landlord can claim compensation regardless of the reason why the tenant has not returned the housing at the agreed time.

10 WHO CAN YOU CONTACT?

JURK (Legal counselling for women) is a legal aid organization that provides free guidance and assistance to everyone who defines themselves as women.

You can always submit your case to us digitally! You can do this at: www.jurk.no → "Send us your case!"

Skippergata 23, 0154 Oslo
Tel: 22 84 29 50

Jussbuss is a legal aid organization that provides free guidance and assistance to women and men.
Tel: 22 84 29 00

The Tenancy Organization (Leieboerforeningen) is a membership and interest organization for tenants.
Tel: 24 14 91 00, <https://www.leieboerforeningen.no/en/>

The Rent Dispute Tribunal (HTU) deals with disputes between landlords and tenants regarding the rental of housing regulated by the tenancy laws. HTU is nationwide. This means that disputes in residential tenancies shall not be dealt with in The Conciliation Board (Forlikrådet).
Tel: 22 59 31 50, <https://www.htu.no/en>

The Office for Free Legal Aid (Oslo kommune Fri rettshjelp) provides guidance and legal assistance for free in Oslo and surrounding areas.
Tel: 23 48 79 00, www.frirettshjelp.com

The Equality and Anti-Discrimination Ombud (Likestillings- og diskrimineringsombudet)
Tel: 23 15 73 00, <https://www.ldo.no/en/ldo-english-page/>

The County Governor (Statsforvalteren) can among other things, help with questions about free legal aid. See: <https://www.statsforvalteren.no/en/portal/About-us/Contact-us/> for contact information.

The Conciliation Board (Forlikrådet) can help resolve conflicts or disputes through mediation. In some cases, the Conciliation Board can make a judgement. For more information see the website

www.politiet.no/tjenester/namsmann-og-forlikrad/forlikradet/

The National Federation of House Owners in Norway (Huseierne) is a nationwide membership organization for everyone who owns their private homes (both houses and flats), condominiums, housing cooperatives, and holiday cabins.

Tel: 22 47 75 00, www.huseierne.no

JURK



www.jurk.no

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