Dear reader,

This brochure is published by the legal aid clinic Jussbuss.

Jussbuss was founded in 1971 and is run by law students. Jussbuss provides free legal advice. In addition to this, we work politically and lobby politicians to promote our clients' interests.

This brochure gives an overview of the laws and rules that regulates tenancies in Norway. It gives you practical advice about important aspects in tenancies and provides an overview of relevant institutions.

If you have unanswered questions or need more help after reading this brochure, we recommend that you contact Jussbuss.

You can find a digital version of this brochure at www.jussbuss.no, and you can get it in print by contacting Jussbuss.

How to contact Jussbuss

You can contact Jussbuss in person at our offices in Skippergata 23, 0154 Oslo, or by phone at 22 84 29 00. Our opening hours for new cases are Mondays between 17:00 and 20:00 and Tuesdays between 10:00 and 15:00. You can always register a new case through our webpage www.jussbuss.no.

Oslo, November 2019
HOG – The Housing and Debt Group
Jussbuss

CONTENTS

1. INTRODUCTION

This is Jussbuss' brochure about your rights in a tenancy. The first part (sections 2 and 3) is about what to consider when entering into a tenancy agreement and what you can demand regarding the state of the residence when moving in. The second part (sections 4 and 5) addresses questions that may arise during the tenancy period and the most important duties the landlord and tenant have during the rental period. The last section (sections 6 and 7) addresses how tenancies may be brought to an end, and questions that may arise upon the termination of a tenancy.

If any of the words or terms in this brochure are difficult or unclear, you may find an explanation on the last pages in the brochure, listed under "Words and phrases in the Tenancy Act".

This brochure is primarily written for and addressed to tenants, but may be useful for landlords as well.

When renting a residence, it is the contract and the rules of the Norwegian Tenancy Act that determine the rights and obligations of the landlord and the tenant. The Tenancy Act can be found in English on the Norwegian Governments web pages, www.government.no. Direct link: www.government.no/en/dokumenter/the-tenancy-act/id270390/.

This brochure has footnotes inserted on the bottom of the page that refer to the specific sections of the Tenancy Act.

If you need help with a specific question, please feel free to contact Jussbuss. Contact information can be found in the preface, on the back of this brochure and on www.jussbuss.no.

This brochure is written in English, but in several places the Norwegian terms have been included in “*quotations and italics”*.

2. ESTABLISHING THE TENANCY

2.1. WHEN IS A TENANCY AGREEMENT BINDING?

2.1.1. Written tenancy agreement

Jussbuss recommends everyone to have a written tenancy agreement. It is the contract that primarily regulates the tenancy. Therefore, it is very important that you read carefully through the contract before signing it. If a matter is not regulated by the contract, the Tenancy Act will apply for that matter. The Tenancy Act also limits what is allowed in a tenancy contract. If there are clauses in the contract that contradict the Tenancy Act in disfavour of the tenant, the clause might be deemed invalid. The matter will then be regulated by the Tenancy Act instead of what the contract states. However, if one section of the contract is invalid, you may still be legally obligated to comply with the remains of the contract.

You may also be bound to an agreement even if you have not signed a contract, typically by an “oral agreement” or “verbal agreement”, see section 2.1.2. You can also be obligated to an agreement by your actions, typically by moving in and starting to pay rent.

2.1.2. Verbal tenancy contract

A contract can be in written or oral form. An oral agreement is as binding as a written agreement. Even if you have not signed a written contract, an oral agreement with the landlord will be binding. The further content of the agreement depends on the communication between you and the landlord.

It can be difficult to prove what the content of an oral agreement is. Disputes between landlords and tenants tend to be about the true content of the tenancy contract, rather than whether a tenancy agreement has been established. The Tenancy Act will apply if neither you nor the landlord are able to establish the details of the agreement,

Both you and the landlord may, at any time during the tenancy, demand that an oral agreement be drawn up in writing.[1] If this occurs, you should only write down what has been orally agreed upon beforehand, unless you agree to change the oral contract when formalizing it.

Jussbuss recommend that you set up a written tenancy agreement with your landlord. This is primarily because it is much easier to establish what the parties have agreed upon should conflicts arise between you and your landlord.

2.2. WHICH TENANCY CONTRACT SHOULD YOU CHOOSE?

There are several examples of tenancy contracts available on the internet. These are so-called “standard form contracts”. Jussbuss has made a tenancy that can be found on www.jussbuss.no.

[1] Tenancy Act section 1-4.

You should always read the contract carefully before signing it. DO NOT SIGN anything you do not understand or do not agree with. A written contract is legally enforceable, meaning that the other party to the contract may call upon the authorities to enforce the contractual obligations arising from it. Furthermore, should you be found to have violated a contract, a court may order you to pay compensation to the landlord.

In several matters, it is permitted to agree to something that differs from what is stated in the Tenancy Act.

One of the areas where it is common to agree to something else than what is stated in the Tenancy Act, is your duty as a tenant to maintain the residence ("maintenance duty" - "*vedlikeholdsplikt*"). Maintenance duty means that you as a tenant are responsible for maintaining the residence, for example by painting the walls, cleaning the drains or by repairing broken things in the residence. Different contracts may regulate this duty in different ways, and therefore the contents of the maintenance duty may be different from contract to contract. You can read more about the maintenance duty in section 5.4. of this brochure.

If the contract you are offered differs from what is stated in the Tenancy Act, you should consider whether you want to accept it **before** you sign the contract. Remember that you can negotiate the contents of the contract with your landlord.

2.3. DIFFERENT TYPES OF TENANCY AGREEMENTS

2.3.1. Agreements with a specified period and an unspecified period

There are two different types of tenancy contracts:

- Tenancy agreements that last for a specific period of time ("fixed-period tenancy agreements")
- Tenancy agreements without such definition of duration ("indefinite tenancy agreements")

A tenancy agreement is indefinite when there is no agreed termination date of the tenancy.[2]

A fixed-period tenancy agreement lasts for a defined period of time.[3] It is not a requirement to terminate the contract for the tenancy to end, because the tenancy ends on the last day of the stated period. An example may be that your tenancy agreement lasts from the 1st of January 2019 until the 1st of January 2022. The tenancy will end on this day. This means that you no longer have to pay rent, and you have to move out of the residence and make it available to the landlord. However, if both you and the landlord want the tenancy to continue, you can agree on entering into a new tenancy agreement for the same residence.

[2] Tenancy Act section 9-1.
[3] Tenancy Act section 9-2,

It must be stated clearly in the contract if it is supposed to last for a specified period of time. If your contract does not state whether it is for a specified period of time, the contract is to be understood as an indefinite tenancy agreement.

2.3.2. Access to termination and contracts with a binding period

It is common to agree that you and the landlord may both terminate the contract. It may also be agreed that only you as a tenant may terminate the contract, that only the landlord may terminate the contract or that the contract cannot be terminated at all – neither by you nor the landlord.

If the contract is to be for a fixed period without the possibility for the tenant to terminate the contract, you must be notified of this, in writing, **before** entering into the tenancy agreement. If you have not received such written notice, you will have access to terminate the contract. A written notice can be the contract itself, so read through it carefully before signing. It must be stated in the contract that the landlord can terminate the contract in fixed-period tenancies. If this is not agreed upon, the landlord cannot terminate the contract.

It is also possible to agree that a tenancy should run without the possibility of termination for a fixed period of time, after which it can be terminated. This is possible for both fixed-period tenancy agreements and indefinite tenancy agreements. As an example, the tenancy could run without the possibility of termination within the first year after the parties entered into the agreement. Another example might be that the contract may only be terminated in May each year, meaning that if you do not terminate the contract in May 2019, you cannot terminate it until May 2020.

A large part of the conflicts that arise in tenancies is due to the tenant moving out or wanting to move out while still being legally bound by the agreement. The reason for the conflict may be that there is a fixed period without the possibility of terminating the contract, or that the contract cannot be terminated at all. Therefore, Jussbuss recommends that you think carefully before you decide what kind of tenancy agreement you want to enter into.

2.3.3. More about fixed-period tenancy agreements

Minimum period of three years

As a general rule, fixed-period tenancy agreement must last for at least three years.[4] However, there are several exceptions to this rule.

Minimum period of one year

It is allowed to enter a fixed-period tenancy with a minimal period of one year *if*:

- you rent a loft flat in a detached house, *or*

[4] Tenancy Act section 9-3.

- you rent a basement flat in a detached house, *or*
- you rent a part of a semi-detached house

and, in all three combinations, the landlord must also live in the same house as you.

Fixed period tenancy agreements without a minimum period.

It is also allowed to agree on a fixed-period tenancy contract for less than three years *if*:

- the property is planned to be used as a residence by the landlord himself or by a member of his household, *or*
- the landlord has other objective grounds for limiting the tenancy period, *or*
- the property is used by the landlord as his own residence and is being rented because of his temporary absence for a period of up to five years. (see section 2.3.4. of this brochure)

In order for the limitation to be legal, the landlord has to inform you in writing of why the tenancy will be for a shorter period than three years. This must happen before you sign the contract. This written notice may be the contract itself, so remember to read carefully through the contract before you sign it.

The landlord is obligated to do what he told you before you entered the tenancy. For example, if the landlord has stated in the agreement that the reason why the duration of the tenancy is only six months is the fact that he is to move into the residence himself, he has to actually move in.

If the landlord does not move in, then the limitation of the tenancy will not be valid. Often, you will have already moved out before you discover that the landlord does not do what he has told you he would. In this case, you may be entitled to a compensation (damages) from the landlord if you have had a financial loss. This can for example be the case if you have paid a higher rent elsewhere. We recommend contacting Jussbuss in such instances.

If the landlord does not give you a written notice stating why the agreement is shorter than three years, or the landlord gives you a reason that is invalid, then your tenancy will be regarded as an indefinite tenancy. This means that you can stay in the residence until you or the landlord terminate the contract.[5] The possibility of terminating the tenancy may still be regulated by the contract. If not, the regulations of the Tenancy Act will apply. You can read more about termination in section 6.2. of this brochure.

If the landlord's plans for the residence are postponed, then the fixed-period limitations of the tenancy may be extended for a given period of time. You may then agree that you can stay in the residence until the landlord's original plan for the residence are to be carried out.

[5] Tenancy Act section 9-3.

Automatic transition from a fixed-period tenancy to an indefinite tenancy

A fixed-period tenancy agreement is terminated on the date agreed upon. However, if you continue to live at the residence, the landlord must notify you in writing that he wants you to move out. Once the tenancy has ended, the landlord may demand you to move out immediately. If the landlord sends you a written notice that he wants you to move out within three months after the contract expires, you must move out of the residence. Should you continue to inhabit the residence against the will of the landlord after the tenancy has ended, you might be ordered by the courts to pay compensatory damages to the landlord.

If the landlord does not give you a written notice that he wants you to move out within three months after the tenancy ended, then the tenancy agreement will turn into an indefinite tenancy agreement.[6] This means that you can stay in the residence until you or the landlord terminates the contract. You are of course obliged to pay rent if you continue to live at the residence.

2.3.4. Temporary letting of the landlord's own residence

Special rules apply when the renting concerns the landlord's own residence, into which he will move back within five years or less. These rules restrict your rights as a tenant. [7] Important examples of these are that the landlord may offer a shorter tenancy period without other specified reasons, that the landlord may verbally terminate the contract and that you do not have the right to protest the termination.

The landlord shall inform you in writing (for example by stating it in the contract) that the tenancy applies for the landlord's own residence, into which he will move back, and that you therefore have fewer rights than what you would have had otherwise. The landlord has to inform you about this before you sign the contract. If you have not received such written notice, the special rules about time limitation in fixed-period tenancy contracts will not be valid for your tenancy.

The rules only apply if the landlord is away for up to five years. If it has been more than five years since the landlord moved out and he still wishes to rent out his residence, the landlord has to offer you a contract of at least three years, otherwise the tenancy will turn into an indefinite tenancy agreement.

2.3.5. Shared flat

There are several things you have to consider if you move into a shared flat, especially if all the tenants in the flat has signed the same contract with the landlord, and do not each have a separate contract.

If you take over the tenancy from someone who lived there before you

Sometimes others have lived in the shared flat before you. If the landlord has approved that you can take over the tenancy contract of a previous tenant in a

[6] Tenancy Act section 9-2.
[7] Tenancy Act section 11-4.

shared flat, you will have the same responsibilities in relation to the landlord that the tenant before you had. This means that you may be liable for damages and faults in the residence that were there before you moved in.

To avoid this, you should go through the residence with the landlord before moving in. It is then important that you tell the landlord about all the damages and faults you find in the residence so that the person who has moved out can settle any claims with the landlord. Jussbuss recommends having a written handover protocol (see section 4.1. of this brochure), signed by you and the landlord, which describes the condition of the residence when you moved in.

Separate contracts

It is possible to agree with the landlord that those who live in the shared flat should only be responsible for their own part of the total rent. Then, everyone who lives in the shared flat will only be responsible for paying their share of the rent. For example, if you are five people living in the shared flat and the rent is NOK 25,000, each of you will only be responsible for paying NOK 5,000.

Joint and several liability

If you have not agreed that you are solely responsible for only your own part of the agreement, then anyone who lives in the shared flat will be jointly and severally liable to the landlord. This means that the landlord can make a claim against whomever he wants in the shared flat, independently of who damaged the flat or did not pay rent. If one of the tenants do not pay the rent one month, the landlord may demand that you pay both your own rent and the rent of the tenant who did not pay.

If you have a joint tenancy contract and none of the others living in the shared flat have paid, the landlord may demand you to pay the entire rent. The landlord may also claim money from the deposit when the tenancy ends, which could result in you not getting your deposit back when you move out.

When one is a main tenant and the others are subtenants

If there is only one tenant who has signed the tenancy contract, this is the only person who is contractually obliged to pay rent to the landlord. This means that the landlord will make all his claims against this person and that this person is responsible for ensuring that the entire rent is paid in time. This tenant will be the **main tenant** ("*hovedleietaker*"), while the others who live in the residence will be **subtenants** ("*fremleietaker*"). You should be aware that you may have fewer rights in the tenancy if you are a subtenant.

If there is only one tenant who is responsible to the landlord, it is sensible to agree in writing with the other tenants of the shared flat how the responsibilities should be shared between the main tenant and the subtenants. For example, you may agree who will pay the rent to the landlord, and what should happen if one of the tenants do not pay their part of the rent. Such a contract, however, will only be binding between the tenants.

Jussbuss recommend having your own separate contract

Jussbuss recommend that you each have your own separate tenancy contract with the landlord. This shields you from the risk of having to pay for any of the other tenants in the shared flat if they do not pay their rent or if they cause damage to the residence.

However, if you do enter into a joint contract with other tenants, it is important to note the fact that you put yourself at risk of having to cover the obligations of the other tenants to the landlord. Should you be forced to do so, you can claim the money back from the tenant whose obligations you have covered. Such a process, however, might be time consuming, and it could be difficult to get all your money back.

Upon termination

If you are about to move out of a shared flat, it is important that you give your landlord a written termination, so that you can document afterwards at what time you terminated the tenancy.

You must ensure that your name is removed from the tenancy contract or that you receive a written approval of your termination from the landlord. If you do not do so, the landlord could potentially claim rent from you even after you have moved out.

Jussbuss strongly recommend that you inspect the residence together with the landlord when you move out and write a protocol of the condition of the residence. By doing so, you can insure yourself against being held liable for any damage that occurs in the residence after you have moved out.

2.3.6. Student housing

Student housing is offered by welfare organisations for students, such as SiO ("*Studentsamskipnaden i Oslo*"), which is the welfare organisation for students in Oslo and Akershus counties. The rules in this type of housing may differ from those that apply in private housing.[8] For example, it may be agreed that the tenancy terminates at the end of a school semester, or when you have finished your degree. For fixed-period tenancy contracts regarding student housing, it is permitted to agree on a shorter minimum period than three years. It can also be agreed that the landlord will receive the interest from your deposit. In addition, the landlord may require a pre-payment of three months' worth of rent, and not just one month, which is the regular rule (see section 3.1.4 of this brochure).

These rules apply only if it is stated in your contract that you are renting a student flat according to the regulations in the Tenancy Act, and therefore have fewer rights than in regular tenancies. If you are going to rent a student flat, it is therefore important that you read carefully through the contract before signing it.

[8] Tenancy Act section 11-2.

3. RENT AND OTHER PAYMENTS

3.1. RENT PAYMENT

3.1.1. The size of the rent

The rent you have to pay is normally specified in the tenancy contract. If you have a verbal agreement, the rent is the amount you and the landlord have agreed upon.

The rent has to be a specific amount.[9] For example, it cannot be agreed that the rent will depend on what kind of expenses the landlord has had each month. Additional charge such as for renovation, insurance, janitor service, internet etc. must be included in the rent itself.

It is not allowed for the landlord to demand rent that is unreasonably high compared to what is common for similar housing.[10] If the landlord demands rent that is unreasonably high in this respect, you may request the rent to be set by a public rent evaluation board ("*takstnemnd*").[11] It is important to be aware that it is very difficult to reduce the rent after you have accepted it at the time of entering into the agreement.

3.1.2. Payment for water, sewage, electricity and fuel

Additional charge, other than rent, can only be agreed upon if it concerns expenses for water, sewage, electricity and fuel.[12] The tenant can only be demanded to pay for water and sewage costs if the landlord have paid these expenses according to measured usage. You may request to see accounts with an overview of the landlord's expenses.

The landlord may require you to pay an additional charge for electricity and fuel. This can be done in two different ways:

- You can have your own electricity subscription if the residence has its own electricity meter. An agreement for the supply of electricity to the residence will then be a matter between you and the electricity supplier.

or

- You can pay an additional amount for electricity and fuel directly to the landlord. You can request to see the accounts with an overview of the distribution of these expenses every year.[13]

3.1.3. Method of payment and place of payment

The landlord and the tenant may agree on how the rent is to be paid. The usual method is by paying the rent through a bank transfer, but you can also agree that you will pay the rent in cash. You may request to pay the rent through a bank transfer

[9] Tenancy Act section 3-1.
[10] Tenancy Act section 4-1.
[11] Tenancy Act section 12-2.
[12] Tenancy Act section 3-7.
[13] Tenancy Act section 3-4.

even if the landlord disagrees.[14] If you pay the rent in cash, it is important that you receive a receipt from the landlord for each payment, because the tenant is the one who is responsible for documenting that the rent has indeed been paid.

Jussbuss recommend that you pay rent through bank transfer, as such payment can be documented - as opposed to cash payment.

3.1.4. Date of payment

Usually, the contract states that you have to pay rent once a month. It is also possible to agree that the rent should be paid at other intervals.

The landlord may require you to pay rent in advance for each month.[15] For example, the landlord may require you to pay rent for February on 15th of January. The landlord is not allowed to charge you rent more than one month in advance. For student housing, there is an exception to this rule. In such tenancies, it is permitted to demand advance payment of rent for up to three months.[16]

3.2. ADVANCE RENT, DEPOSIT AND GUARANTEES

3.2.1. Rent payment in advance

It is common to pay rent in advance. Most tenants pay rent in advance with a due date on the 1st of each month. However, it is only allowed to require rent payment for a maximum of one month in advance.[17] Advance payment only provides a security for the landlord regarding the *rent*. The landlord cannot choose to instead use the advance payment of rent to pay for damages or other errors in the residence that he believes you are responsible for and then claim you have not paid rent.

3.2.2. Deposit

When you sign the tenancy agreement, it is common to agree that you have to deposit an amount as security for any unpaid rent or possible damages that you may cause to the residence. In order for the landlord to demand that you pay a deposit, this must be agreed upon no later than when you sign the contract. The landlord cannot legally demand that you pay a deposit exceeding a total of six months' rent.[18] For example, if you pay NOK 10,000 in monthly rent, the deposit may not exceed NOK 60,000. In most tenancies, the deposit equals two or three months of rent.

[14] Tenancy Act section 3-3.
[15] Tenancy Act section 3-2.
[16] Tenancy Act section 11-2.
[17] Tenancy Act section 3-2.
[18] Tenancy Act section 3-5.

Deposit account

In order for the deposit to be legal, it has to be deposited in a special bank account (where the balances are locked) in the tenant's name.[19] You and the landlord have to contact the bank together to set up this separate deposit account. In some banks you can also set up a deposit account via online banking (internet bank). The landlord may decide in which bank the deposit account should be. However, the landlord cannot decide that the deposit account should be in a bank far away from where you live, if the creation of the account requires personal attendance. You do not have to accept that the deposit account must be abroad. It is the landlord who has to pay the fee to create the deposit account.

Neither you nor the landlord are able to use the money in the deposit account as long as the tenancy lasts. However, you may demand interest from your account while you are still living in the residence. If you rent student housing, it can be agreed that the landlord will receive the interest.[20] It must then be stated in your contract that the landlord will receive the interest. If you and the landlord have not agreed on who will receive the interest, you may demand the bank to have it paid to your account.

What happens to the deposit when the tenancy ends?

When the tenancy is terminated, you are entitled to get your deposit back. After moving out of the residence, you can contact the bank and state that you want the deposit back. Usually, getting the deposit back is not a problem.

The landlord may claim that you should not get the deposit back. For example, it may be because you have not paid full rent or because the landlord claims that you have damaged the residence.

When can the landlord take money from the deposit account?

There are different rules for when the landlord can get money from your deposit. It depends on whether he claims the amount because he thinks you owe him rent or because he thinks you have damaged or destroyed something in the residence.

<u>Unpaid rent</u>

If you have not paid your rent, the landlord may claim the outstanding amount from the deposit account. If you acknowledge that you owe rent, you may agree with the landlord that he will be paid the amount from the deposit account. If you disagree and believe you have paid what you should, the bank can only pay the amount from the deposit account to the landlord if:

- you have agreed that the rent will be paid to another account in the same bank where your deposit is

and

[19] Tenancy Act section 3-5.
[20] Tenancy Act section 11-2.

- the landlord has documented that you owe rent

and

- the bank has sent you a written notice with a deadline of five weeks to initiate legal proceedings against the landlord and you have not initiated such proceedings.[21]

All three conditions must be met in order for the bank to be allowed to pay the amount to the landlord.

If the bank has sent you a notice stating that it will pay the unpaid rent to the landlord from the deposit, and you disagree that you owe the rent, you have to file a complaint against the landlord for the Rent Disputes Tribunal (*"Husleietvistutvalget"*) or the Conciliation Board (*"Forliksrådet"*) within five weeks. If you do not file a complaint within the five-week deadline, the bank will pay the unpaid rent to the landlord. Therefore, it is important that you file a complaint to the Rent Disputes Tribunal or the Conciliation Board before the deadline expires if you believe that the landlord is not entitled to the money.

Damage to the residence

The landlord may claim that you owe him money because you have damaged or destroyed something in the residence. For example, there may be scratches on the floor or damages to the furniture. The landlord may also claim that you have not cleaned the residence well enough when you moved out.

If you acknowledge that you owe the landlord money because of something that you have damaged in the residence, you may agree that the landlord's expenses for repairing the damage shall be deducted from the deposit account and paid to the landlord.

If you do not agree with the landlord, the landlord must initiate legal proceedings and secure a legally enforceable court decision before he can withdraw money from the deposit account. We advise you to inform the bank of your disagreement with the landlord. This means that he must file a complaint to the Rent Disputes Tribunal (*"Husleietvistutvalget"*) or the Conciliation Board (*"Forliksrådet"*) and obtain a legally enforceable decision from either of them. The landlord cannot demand that the bank transfer the money from the deposit account simply by approaching the bank. The reason for this is that the bank does not have the authority to decide who is legally responsible to pay for damages to the residence.

How to get the deposit back?

When the tenancy has ended, you should contact the bank to claim the deposit back. The bank will send a written notice to the landlord, where he gets a deadline of five

[21] Tenancy Act section 3-5.

weeks to file a complaint or document unpaid rent if he wants to oppose the pay-out of the deposit to you.

Within the five-week deadline, the landlord must either:

- Prove to the bank that you owe him rent

or

- File a complaint to the Rent Disputes Tribunal (*"Husleietvistutvalget"*) or the Conciliation Board (*"Forliksrådet"*) and claim that you owe him money for damages to the residence.

If the landlord does not do anything before the deadline has expired, the bank must pay the entire deposit to you. It is advisable to ask the bank to send you a copy of the notification they send to the landlord. That way, you know when the deadline expires.

Even if you request the deposit to be paid, not all banks send the notice to the landlord. If the bank does not send the notice, you can file a complaint against the bank to the Norwegian Financial Services Complaints Board (*"Finansklagenemnda"*). You can read more on how to file a complaint to them on their website, www.finkn.no.

3.2.3. Illegal deposit

The landlord might demand that you either pay the deposit in cash, or that you transfer it to his private bank account. This is not legal. The landlord cannot demand you to deposit any amount without opening a special bank account, or deposit account (*"depositumskonto*"), registered in the tenant's name.

If you have paid the deposit in other ways than through a special deposit account, you may at any time, also during the tenancy, demand the money back from your landlord.[22] In addition, a penalty interest shall be credited to the deposited amount from the date the amount was paid. To calculate the amount of interest that should be credited you can visit https://www.regjeringen.no/no/tema/okonomi-og-budsjett/renter/kalkulator-for-forsinkelsesrenten/id475428/. This site offers a calculator that calculates how much you are entitled to in total interest payments from the landlord.

If you have an illegal deposit you should send a letter to the landlord where you require the deposit refunded with penalty interest. On Jussbuss' website, you can find a template of such a letter. It is not yet available in English, but it is called "Påkravsmal – irregulært depositum" in Norwegian (which means "*Letter of demand - Irregular deposit*"). If the landlord does not pay the amount, you may file a complaint against the landlord to the Rent Disputes Tribunal (*"Husleietvistutvalget"*) or the Conciliation Board (*"Forliksrådet"*). If you still live in the landlord's residence, the landlord may demand you to take part in opening a legal deposit account and move the deposit to that account.

[22] Tenancy Act section 3-7.

3.2.4. Rent guarantee

You may agree to, instead of or in addition to having security in a deposit account, get someone else to guarantee for claims arising in the tenancy.[23] This can be, for example, your employer, NAV (The Norwegian Labour and Welfare Administration) or your bank. The one who guarantees for claims from the landlord on your behalf is called a guarantor. The landlord cannot demand the guarantee to be more than six months' rent. If you have both a deposit and a guarantee, the total of these cannot exceed six months' rent.

If you have agreed to a guarantee as a security in the tenancy, it is the guarantor that will be responsible to the landlord. If you do not pay rent or if the residence is damaged, it is the guarantor who pays to the landlord. The guarantor may still claim the money from you afterwards.

3.2.5. Buying a rent guarantee

Several professional companies sell guarantees. The service you pay for is for the company to provide a guarantee to the landlord in case you cannot pay for damages, rent or other legitimate claims the landlord may have against you arising from the tenancy.

However, you are responsible for paying what you owe. If the amount of the guarantee is paid to the landlord, the company may legally claim it from you afterwards. The marketing from the guarantee companies can sometimes make the guarantee look like an insurance. This is **NOT** the case. As it is not a deposit either, you will not receive the one-time sum you have paid to get the company to provide the guarantee, and then there will be additional expenses if legitimate claims are made by the landlord.

If the landlord demands money from the guarantor, the company will let you know what the landlord wants money for. If you disagree with the demands from the landlord, it is very important that you notify the guarantor immediately, so that they do not pay the landlord. Proceedings will then be initiated either by the tenant or the landlord before the Rent Disputes Tribunal ("*Husleietvistutvalget*") or the Conciliation Board ("*Forliksrådet*"). Should you receive such a notice from the guarantor, we strongly recommend that you contact Jussbuss.

Before you buy a guarantee, it is very important that you read the guarantee contract carefully so that you know when you are responsible for paying and which rules apply to any payment of the guarantee amount.

[23] Tenancy Act section 3-6.

3.2.6. Prohibition of other payments

The landlord is not allowed to charge you any other or greater amounts than:[24]

- regular rent,
- electricity and fuel costs,
- expenses for water and drainage if it is paid according to measured consumption
- deposit, *and*
- guarantee

The landlord may demand that you to pay for other expenses he has in connection with the tenancy. This can be, for example, public taxes, various insurance policies or expenses for TV and internet subscriptions. It is also imaginable that the landlord would like you to pay a fee for creating the contract or the deposit account. If you have paid for such expenses, you may demand the landlord to pay back the money at any time.[25]

However, it is only where you are required by the tenancy agreement to cover such expenses that you are entitled to a refund. If, for example, after you move in, you agree that you pay the landlord a fixed amount per month for the TV subscription instead of creating a separate one, this subsequent agreement might be valid, which would prevent a refund.

You may in addition claim penalty interest from the day you paid for such expenses to the landlord. To calculate what you are entitled to in penalty interest, please visit https://www.regjeringen.no/no/tema/okonomi-og-budsjett/renter/kalkulator-for-forsinkelsesrenten/id475428/. There you will find a calculator that calculates how much penalty interest you can claim from the landlord.

If the landlord does not pay you back according to your claim, you may file a complaint against the landlord to the Rent Disputes Tribunal ("*Husleietvistutvalget*") or the Conciliation Board ("*Forliksrådet*"). It is important that you have documentation proving that you have actually paid an illegal amount. Therefore, as mentioned earlier, it is very important to receive receipts for all payments you have made to the landlord or pay through bank transfer so that you can refer to printouts from your internet bank.

Nevertheless, it is important to note that it is common to agree that you as a tenant are obliged to have a household contents insurance ("*innboforsikring*"). It is also possible to enter into special agreements that run parallel to the tenancy agreement. For example, you can agree that the landlord provides the internet and that you pay a monthly fee for this. These types of agreements are voluntary to enter into.

[24] Tenancy Act section 3-7.
[25] Tenancy Act section 3-7.

3.3. INCREASE OF RENT

3.3.1. When and by how much can the landlord increase the rent?

By agreement

If you sign a new agreement with your landlord, the landlord does not need to comply with the law's rules on changing the rent according to the consumer price index (CPI) or the current level of rents ("*gjengs leie*"). When entering into a new agreement, the landlord has access to increase the rent as he wishes.

By law

The landlord cannot increase the rent during the tenancy as he pleases. There are only two ways for the landlord to legally increase your rent.

Increase according to the consumer price index (CPI)

The first way the landlord can increase your rent is to regulate the rent according to the CPI.[26] The CPI shows how the prices of different goods and services change over the course of a year.

The landlord may only increase the rent according to the CPI if:

- the increase is not higher than what follows from the CPI after the previous increase in rent

and

- it has been at least one year since the rent was last changed

and

- you have received a written notice at least one month in advance

It is permitted to agree that the rent shall be automatically changed according to the CPI each year. If this is stated in your contract, the landlord does not need to send you a new notice every time he wants to increase the rent.

On the website of Statistics Norway (*"Statistisk sentralbyrå"*), www.ssb.no, you can see how much the CPI has changed. Normally the CPI increases each year. If the CPI decreases, on the other hand, you have the right to demand the rent reduced accordingly.

[26] Tenancy Act section 4-2.

Adjustment to the current level of rents ("*gjengs leie*")

The landlord may also increase the rent to "the current level of rents".[27] The current level of rents is an average of the rent of similar residences that are rented on similar terms in the same geographical area.

The landlord may only increase the rent to the current level of rents if:

- the tenancy has lasted for at least three years,

and

- you have received a written notice at least six months in advance,

and

- the rent has not been changed in any other way than according to the consumer price index,

and

- it has been at least one year since the rent was last changed.

Thus, the rent may be increased to current level of rent every three years. This goes for both fixed-period tenancies and indefinite tenancies. What the current level of rents are has to be determined on the day you start paying the new rent. Therefore, the landlord does not have to tell you how big the increase in rent will be when you receive the written notice that he will increase the rent. It is enough for him to say that he will increase it to the current level of rents.

If the current level of rents is less than what you currently pay, you can demand the rent to be decreased to the current level of rents with a six months' notice.

What can you do if you do not agree with the increase?

If you do not agree with the landlord on the current level of rents, either you or the landlord may require a rent evaluation determined by a board (*"Takstnemnd" – the "rent evaluation board"*).[28] It is usually the district court ("*Tingretten*") that appoints this board. In Oslo, Akershus, Hordaland, Nord- og Sør-Trøndelag, the Rent Disputes Tribunal ("*Husleietvistutvalget*") determines what the current level of rent is. If you disagree with the decision of the rent evaluation board or the Rent Disputes Tribunal, you may bring the case before the district court.

[27] Tenancy Act section 4-3.
[28] Tenancy Act section 12-2.

What can you do if you paid too much?

If the landlord has increased the rent without complying with the rules on index change or the current level of rents, you are entitled to demand a refund of the part of the paid rent that surpasses the legal limit.[29]

The best approach is to send a written letter to the landlord where you demand the amount refunded. On Jussbuss' website, you can find a template of such letter. It is not yet available in English, but it is called "Påkravsmal" ("*Letter of demand*") in Norwegian. You can use the template whenever you need to send a letter of demand to your landlord. If the landlord does not pay you back, you may file a complaint against the landlord for the Rent Disputes Tribunal ("*Husleietvistutvalget*") or the Conciliation Board ("*Forliksrådet*").

[29] Tenancy Act section 4-4.

4. REQUIREMENTS TO THE RESIDENCE

4.1. HANDOVER PROTOCOL

Jussbuss strongly recommends that you inspect the residence with the landlord before moving in. During this inspection, you should write a list of faults or defects in the residence. This is often referred to as a handover protocol (*"innflytningsprotokoll"*).When the protocol is signed by both you and the landlord, this effectively stops him from being able to claim money from you for faults or defects that existed before you moved in. If a fault or defect is not stated in the handover protocol, it will be assumed that it occurred during the tenancy period. It will thus be easier for the landlord to claim compensation (damages) from you. If you at the inspection discover that there are, for example, large scratches on the floor and on the kitchen counter, this should be noted in the handover protocol. If the scratches are the same when you move, the landlord cannot demand that you pay for the repairs. In addition, you should also take dated photos of faults and defects in the residence.

You should inspect the residence and document faults and defects regardless of whether the landlord agrees to accompany you or not.

If the residence is rented with furniture, you will also be responsible for the state of the furniture during the tenancy period. This means you have to take proper care of it, and you have to repair the furniture if it is damaged, see section 5.4 of this brochure. It is therefore a good idea that the tenancy contract or handover protocol includes a detailed list of the inventory in the residence and its condition . That way, you can avoid conflicts when you move out of the residence.

4.2. DEFECTS

4.2.1. What is a defect?

By the agreement

The residence you rent shall be in the condition you and the landlord have agreed upon. Whether you can claim compensatory damages from your landlord for a defective performance or not, depends primarily on the contract between you and your landlord. If the residence is not in the condition you have agreed upon, it might have a defect. For example, if you have agreed that your residence should have a dishwasher, there is a defective performance of the agreement if the residence does not have a dishwasher. It could also be a defective performance if you have agreed with the landlord that the residence should have three bedrooms, but it turns out that it only has two bedrooms.

It is important to notify the landlord about faults and defects. If you do not notify the landlord of faults and defects, it may be considered that you have accepted the faults and defects and they will therefore not be considered a breach of contract at a later time.

If there is no agreement

If the tenancy agreement does not regulate the state and condition of the residence, you are entitled to the house being tidy, clean and in normal good condition.[30] That the residence should be in normal good condition means that it must be without any major defect. The residence should not be in worse condition than what you can expect, based on how old the residence is, the location of the residence and how much you pay in rent. Regardless, you can always expect some basic conditions, for example that the windows are not broken, that the door locks work properly and that there is water and electricity in the residence.

4.2.2. Incorrect information

If the landlord has said something about the condition of the residence that is incorrect, it may be considered a defect.[31] For example, the landlord may have said that the residence comes with a storage room and that you can use the communal laundry room. If the residence does not have a storage room or there is no possibility of washing clothes in the communal laundry room, the landlords performance may be regarded as defective. Whether there is a defect depends on whether the tenancy agreement would be any different if you had not received incorrect information before entering into the contract. It can be difficult to determine whether incorrect information has influenced the agreement or not. To determine this, you can ask yourself if you would have entered into the tenancy on the same terms if the landlord had not given you incorrect information in advance. An example might be that you might not have paid as much rent if you were aware that the residence had no storage room.

There is no defect if the incorrect information has been clearly corrected by the landlord before signing the agreement. For example, before signing the contract, the landlord tells you that there is no storage room. If you sign the contract regardless, the lack of a storage room will not constitute a defective performance from the landlord.

4.2.3. Lack of information

It may also be a defective performance if the landlord knows or should have known of circumstances concerning the residence that is important to the tenant, but which he does not tell you.[32] For example, if the landlord knows that the electrical system in the kitchen is broken but fails to tell you this before signing the contract, there may be a defective performance if the lack of information has affected the tenancy agreement. The more important information, the greater the reason for the tenant to receive the information. As a consequence, failure to give such information may result in a defective performance from the landlord.

[30] Tenancy Act section 2-2.
[31] Tenancy Act section 2-3.
[32] Tenancy Act section 2-4.

4.2.4. Residences rented “as is”, etc.

The tenancy agreement may state that the residence is rented "as is" or that the rules in section 2-5 of the Tenancy Act apply. In these cases, there is a higher threshold to conclude that the residence is defective.[33] Whether the residence has a defect depends on, among other things, whether the conditions are substantially worse than what you can reasonably expect. How much you pay in rent and how old the residence is will have an impact on what condition you can expect the residence to be in.

Before renting a residence "as is", you should examine it thoroughly. When examining the residence, it is important that you document and notify the landlord of faults and defects you discover.

Even if a residence is rented "as is", there will be a defect if the landlord has given you incorrect or insufficient information about the condition of the residence, see the sections above. In addition, there will be a defect if the residence is in substantially poorer condition than you could reasonably expect.

4.2.5. About defects in title (*“rettsmangler”*) and defects in disposition (*“rådighetsmangler*”).

Defects in title (“rettsmangel”)

The Norwegian term *“rettsmangel*” has no similar term in English but can be translated as “defects in title”. A defect in title exists when a third party claims to have a legal right to the residence you rent, so that you cannot use the residence as agreed upon. For example, if the landlord at the same time has rented the same residence to both you and another person, there will be defect in title.[34]

Defect in disposition (“rådighetsmangel”)

The Norwegian term *“rådighetsmangel”* has no similar term in English but can be described as *“*defect in disposition*”*. It may be that laws, regulations or official orders prevents you from being able to utilize the residence as agreed upon. Should this be the case, it is possible that there is a defect in disposition.[35] For example your landlord mat not have been granted permission by the relevant authorities to rent out the residence because it is not approved for renting or the residence does not meet the requirements for fire safety.

[33] Tenancy Act section 2-5.
[34] Tenancy Act section 2-16.
[35] Tenancy Act section 2-17.

4.3. WHAT CAN YOU DO IF THE RESIDENCE HAS A DEFECT?

4.3.1. Notice of defect (complaint concerning defect)

If you discover a defect, you must notify the landlord as soon as possible.[36] This is called a "notice of defect" or "complaint concerning defect" (*"reklamasjon"*). You should notify the landlord in writing, as it will make it easier to prove that you have fulfilled your obligation to notify the landlord if he disagrees that there is a defect. How quickly you should notify the landlord depends on how visible the defect is, but you should usually send a notification within 14 days after you discovered or should have discovered the defect. We recommend you to notify the landlord immediately upon discovering the defect. You do not have to delay the notification until you have examined the defect any further.

If you do not give notice to the landlord within a reasonable time period, you might lose the right to demand or claim anything from him.

4.3.2. Repair of defects

If the residence has a defect and you have notified the landlord within reasonable time, you may demand that the landlord repair the defect.[37] For example, if the radiator in the living room is damaged, you may demand him to repair it.

However, you cannot always demand that the landlord repair defects. If it is impossible to repair the defect, you cannot demand it repaired. Furthermore, you may not demand that the landlord repair a defect if it is not of great importance and it will be expensive or inconvenient for the landlord to repair it.

The landlord must always get the opportunity to repair the defect. If a repair can be done without causing any major distress for the tenant, the landlord may demand to repair the defect. The threshold for refusing the landlord to repair a defect is quite high. For example, you must accept that the repair will create some noise and dust in the residence. In such instances, you may, however, be entitled to a rent reduction, see section 4.3.3 of this brochure.

If the landlord does not want to repair the defect, you can repair it yourself. We advise you to first send a letter to the landlord where you give him a deadline to have the defects repaired. At the same time, you should notify the landlord that you will repair the defects yourself and claim compensation from him if he does not have the defects repaired before the deadline. If the landlord does not repair the defects before the deadline, you may claim reimbursement of justifiable expenses in having the defects repaired yourself. You cannot demand that the landlord reimburse more than what you have actually spent in having the defects repaired. If you have not had an actual expense, but you have done the work yourself and repaired the defect, you can demand a reasonable compensation for your work.

[36] Tenancy Act section 2-8.
[37] Tenancy Act section 2-10.

4.3.3. Reduction of rent

If the residence has a defect, you can demand a rent reduction for the period of time the defect exists, provided that you notify the landlord of the defect.[38] The size of the rent reduction depends on how serious the defect is. The reduction of rent shall correspond to the decrease of the rental value of the residence caused by the defect. If the defect means that the rental value of the residence is 10% lower than it otherwise would have been, you are entitled to a 10% rent reduction. The more serious the defect is, the more you can demand in reduction. For example, if there is no hot water, you will usually get a greater rent reduction than if you cannot use a storage room. It is difficult to state in general how much the rental value is reduced by various defects. This is an assessment that must be done in each case and it may vary a lot.

If you believe you are entitled to a reduction of rent, but the landlord disagrees, you can withhold the part of the rent you believe you are entitled to. In that case, you must deposit the money you withhold. You can read more about depositing disputed rent in section 4.5.1. of this brochure.

4.3.4. Discharge of contract (cancelling the contract)

If the defect is very serious, you may cancel the contract.[39] Cancelling the contract means that the agreement is terminated with immediate effect: you do not have to pay more rent, and you must vacate the residence right away. If the residence has several minor deficiencies, you may cancel the agreement if the deficiencies put together are very extensive. If you are going to cancel the agreement, you need to notify the landlord and state that you are cancelling the tenancy agreement and provide your reason(s) as to why. It is best to do this in writing in case the landlord demands that you pay rent for a period after you have cancelled the agreement.

There is a **very high threshold** for cancelling a contract. Usually, the defect can be repaired, or you can claim a reduction of rent. Therefore, before cancelling the agreement, it is important to see if there are any other options for resolving the defect(s). If the landlord can relatively easily repair the defect, a termination of the contract based on the defect will almost surely be unlawful. An example of what may give you the right to cancel the agreement is if the electrical system in the residence breaks down and it will take a long time before the landlord can repair the defect, or if the residence becomes infected with harmful pests.

Cancelling the agreement comes with significant risks. The one who cancels the agreement has to prove that he had the right to do so. If you cancel the agreement without being entitled to it, you may have to pay compensation for the landlord's financial loss as a result of the invalid cancellation of the contract. Therefore, it is extremely important that you carefully consider whether you should cancel the agreement before doing so.

[38] Tenancy Act section 2-11.
[39] Tenancy Act section 2-12.

If you and the landlord disagree on whether you had the right to cancel the agreement, you may initiate legal proceedings before the Rent Disputes Tribunal (*"Husleietvistutvalget"*) or the Conciliation Board (*"Forliksrådet"*) to get a court decision on whether the cancellation was valid or not. The person demanding something (plaintiff) from the other (defendant) is the one that will have to initiate the proceedings. It is important to keep in mind that if you demand the cancellation of the contract and/or damages in this regard, you must prove to the court that you were in fact entitled to cancel the contract.

This is a difficult assessment, and we strongly recommend that you contact Jussbuss or others who offer legal assistance before cancelling a contract.

4.3.5. Compensatory damages

Financial loss

If you have had expenses due to defects, you can claim compensation from the landlord.[40] In order for you to get compensation, you must have suffered a financial loss. A financial loss means that you must have lost money because of the defect. As an example, you might have had expenses consisting of buying soap to wash your residence after a water leak. It is important that you keep receipts in order to document your expenses. You are not entitled to compensation because the situation has been difficult or because the landlord has been difficult to contact.

The landlord may not have to pay compensation if the defect is due to an obstacle beyond the landlord's control which he could not reasonably be expected to have taken into account at the time of entry into the contract or to have avoided or overcome the consequences of.[41] Defects that arise due to the landlord's own property, his assets or his employees are usually considered to be within his control. This is a difficult assessment, and we recommend that you contact Jussbuss or others who provide legal assistance if a conflict about this arises.

Direct loss

You may claim compensation for any financial loss you may have suffered as a direct consequence of the defect.[42] If the defect prohibits you from staying in the residence for a certain period of time and you have to stay elsewhere, you might have higher costs for rent. This sort of additional expense will typically be a direct loss.

To secure your claim, you may withhold rent. Should you do this, you must create a deposit account or otherwise reach an agreement with your landlord, see section 4.5.1 about depositing disputed rent.

[40] Tenancy Act section 2-13.
[41] Tenancy Act section 2-13.
[42] Tenancy Act section 2-14.

Indirect loss

As a main rule, you are not entitled to compensation for indirect losses.[43] Typical examples of indirect losses are losses from material damage. A material damage exists if your belongings are damaged as a result of the defect in the residence. For example, if a water leak in the residence damages your sofa, you cannot demand that the landlord pay damages for repair costs.

However, if you have suffered an indirect loss due to an error from the landlord, you may claim compensation for indirect loss. You can also get compensation for indirect losses if the residence is not in the condition that the landlord assured you that it would be in when you signed the contract. For example, if the landlord assured you that the roof of the residence was completely new, you can claim compensation for indirect loss if it turns out that the roof is really old and water leaks into the residence.

It is allowed to agree that the landlord will not cover indirect losses, and there are many standard contracts that include such a clause. If the contract states that the landlord is not liable for indirect losses, you cannot claim compensation if, for example, your sofa is damaged due to a water leak. Therefore, it is important that you read the contract thoroughly so that you know what type of loss you can claim compensation for from the landlord.

Duty to mitigate loss

It is important to be aware that you have a duty to make the financial loss of the landlord as small as possible. This is called “the duty to mitigate loss”. This means, among other things, that you have to make sure that the expenses you claim compensated are not unnecessarily high.

4.4. DELAYED AVAILABILITY FOR OCCUPATION OF THE RESIDENCE

4.4.1. Date of availability for occupation

You can move into the residence at the time you and the landlord have agreed upon. If you have not agreed on a specific time for the date of availability, it will be the date that you receive the keys to the residence and the residence is otherwise at your disposal.[44] That the residence is at your disposal means that you can move in and start using it.

4.4.2. Delay

Sometimes, it may be that the landlord has not made the residence available for occupancy at the time you have agreed upon. For example, he might be renovating the residence, but it will not be ready in time. If something happens that causes you to be unable to move into the residence at the agreed time, it is considered a delay of performance.

[43] Tenancy Act section 2-14.
[44] Tenancy Act section 2-1.

4.4.3. The right to affirm the tenancy agreement

Even if something happens that causes a delayed handover of the residence, the agreement between you and the landlord is still binding, and you may therefore affirm the agreement. This means that if you cannot move into the residence at the agreed time, you may still demand to rent the residence according to the contract.[45] You must notify the landlord as early as possible if you still want to rent the residence. If you wait too long, you may lose the right to rent the residence.

If it becomes too expensive or difficult for the landlord for you to move in, the landlord may refuse your taking over the residence. However, there is a high threshold for the landlord to legally refuse you to move into the residence. An example of when the landlord may refuse you to move in is if the residence is destroyed in a fire and it will take a long time to repair the damage. Even if you are not entitled to move into the residence, you may be able to demand compensatory damages from the landlord, see below.

4.4.4. Reduction of rent

If the landlord does make the residence available for occupation at the time you have agreed upon, you may demand a reduction of the rent.[46] For example, if the residence is made available half a month late, you only have to pay half of the rent for this month. This applies even if the landlord is not to blame for not being able to make the residence available at the agreed time.

You may also demand a reduction of rent if you are not provided access to the entire residence. For example, you might get access to the residence, but you cannot use one of the rooms. The reason for this may be that the landlord renovates a bedroom. In this case, you may claim a reasonable reduction of rent until you are able to use the entire residence.

If you believe you are entitled to a reduction of rent, but the landlord does not agree, you can withhold some of the rent, provided that you deposit it in a special deposit account. You can read more about depositing disputed rent in section 4.5.1. of this brochure.

4.4.5. Compensatory damages

You may claim compensation for financial loss resulting from a delay unless the landlord proves that the delay is due to an obstacle beyond his control which he could not reasonably be expected to have taken into account at the time of entry into the contract or to have avoided or overcome the consequences of. Delay that is due to a fault or error from the landlord is usually considered to be within the landlord's

[45] Tenancy Act section 2-9.
[46] Tenancy Act section 2-11.

control and you may therefore claim compensation for loss resulting from such delay.[47]

This is a difficult assessment, and we recommend contacting Jussbuss or others who provide legal assistance if a conflict about this arises.

You may only claim compensation for financial loss; see more about this under "compensation for defects". Expenses that may incur in connection with a delay is for example the cost of storing furniture or having to pay rent for another place to live.

Nevertheless, it is important to be aware that you have a duty limit the financial loss (the duty to mitigate loss).

4.4.6. Discharge of contract (cancelling the contract)

If you cancel the contract, you are no longer bound by it. You may cancel the tenancy agreement if it takes a very long time before you can move into the residence. However, there is a very high threshold for cancelling a contract due to delay. You can read more about what cancelling the contract entails in section 4.3.4. of this brochure.

If you move into the residence even if the availability for occupancy is delayed, you cannot cancel the contract.[48]

We strongly recommend contacting Jussbuss or others who provide legal assistance if you are considering cancelling a tenancy agreement due to delayed availability for occupation.

4.5. HOW CAN YOU WITHHOLD THE RENT?

If you are entitled to a reduction of rent or compensatory damages from the landlord, you may claim the money from him.

To be sure you get the money you are entitled to, you can withhold all or part of the rent.[49] Withholding rent means that you are deducting what you are entitled to from the rent. It is important that you do not withhold more money than you are entitled to.

4.5.1. Depositing disputed rent

If you want to withhold part of or the entire rent, we advise you to deposit the amount.[50] To deposit means putting the money into a separate, locked account. You must inform the landlord in writing if you wish to deposit the money. You must give the landlord a fourteen-day deadline to arrange the deposit. . If the landlord fails to arrange the deposit within 14 days, you may create a separate account in your own

[47] Tenancy Act section 2-13.
[48] Tenancy Act section 2-12.
[49] Tenancy Act section 2-15.
[50] Tenancy Act section 3-8.

bank and deposit the money. It is not enough that you put the money into the account that you normally use, you need to create a new and separate account.

Once you have deposited the amount, the landlord cannot terminate or cancel the contract because you have withheld rent. However, you should not deposit more than you think you are entitled to. The reason for this is that the landlord can charge you interest for late payment if it turns out that you have deposited too much.

5. RIGHTS AND DUTIES IN THE TENENCY PERIOD

5.1. PAYMENT OF RENT

As a tenant, paying rent is one of your most important obligations. You are obliged to do this throughout the entire tenancy period. Usually, the rent is paid in advance on the first day of each month, but it is possible to agree on another due date.[51] The payment date will most likely be stated in your contract. You can read more about rent in section 3 of this brochure.

5.2. THE TENANT'S USE OF THE RESIDENCE

During the tenancy period, the tenant has the exclusive right to use the residence. This means that the landlord does not have the right to enter or use the residence without you agreeing to it beforehand. You and the landlord may, for example, arrange for the landlord to use a laundry room or a storage room in the residence you rent. In some special cases, the Tenancy Act states that the landlord has the right to access the residence without your consent. You can read more about the landlord's access to the residence in section 5.7. of this brochure.

Even if you have exclusive rights, it is important to remember that the residence belongs to the landlord. You can only use the residence in accordance with what is agreed upon.[52] If you and the landlord have agreed that the residence is to be used exclusively as a place of living, you cannot use it to run a shop or café.

You are also obliged to treat the residence in a careful manner.[53] You must avoid damaging it, and you must notify the landlord if you discover any defects. If something is damaged or you discover errors during the tenancy that stem from your own use, you may have to pay compensatory damages to the landlord.[54] You may also be liable if you do not tell the landlord about any defects that occur during the tenancy, such as discovering mould.

If you do not treat the residence as you are obliged to, the landlord may be entitled to cancelling the agreement.

5.3. HOUSE RULES

5.3.1. Common house rules

The landlord has a responsibility to ensure peace and order at the property.[55] This means that the landlord cannot initiate or allow work on the property that is disturbing to you as a tenant. Additionally, if another tenant is behaving in such a manner that

[51] Tenancy Act section 3-2.
[52] Tenancy Act section 5-1.
[53] Tenancy Act section 5-1.
[54] Tenancy Act section 5-8.
[55] Tenancy Act section 5-2.

he is disturbing you, your landlord is obligated to let them know that this is a problem. For example, if you are disturbed by neighbours playing loud music at two o'clock at night, four days a week, it is the landlord's responsibility to make sure they quit doing this.

As part of his responsibility to provide peace and order, the landlord may set rules that you and other tenants are obliged to follow. Usually, such rules are set out in your contract or on a separate document provided alongside the contract. The house rules must ensure that everyone behaves in a considerate manner and with respect for each other's right of use of the property. The landlord of an apartment may, for example, prohibit piano playing after 23:00 in the evening or refuse tenants to put garbage in the corridor. Such rules apply both to you as a tenant, and to people who visit or live along with you. It is your responsibility that your visitors comply with these rules.

The landlord cannot make rules about just anything. The landlord has the opportunity to impose normal house rules and reasonable instructions.[56] However, the landlord cannot, for example, ban visits after 20:00 in the evening, or ban eating food with strong odours. The set of rules the landlord can impose may vary according to the type of residence you rent . The house rules for an apartment in an apartment building can for example be stricter than for a detached house.

The landlord has to comply with the rules he himself has imposed for the use of the residence and the property.

5.3.2. Animals

Several landlords regulate the tenants' right to keep animals. For residences in apartment buildings, it is common to ban the keeping of animals. Therefore, if you have pets, it is advisable to ask the landlord if you are allowed to keep animals in the residence before you sign the contract.

Even though animals are not allowed in the residence according to the tenancy agreement, some special cases you may entitle you to keep animals anyway.[57] An example might be if you or someone you live with are blind and therefore need a guide dog. Nevertheless, before you are allowed to keep animals due to physical handicaps, an assessment must be made as to whether this represents a disadvantage for the landlord or other tenants. If, for instance, several people in the apartment building suffer from strong allergies, this could be a reason to ban animals in the block altogether.

[56] Tenancy Act section 5-2.
[57] Tenancy Act section 5-2.

5.4. MAINTENANCE DUTY

5.4.1. What is maintenance duty?

The maintenance duty is a duty to ensure that the standard of the residence is maintained. This includes both the indoor and outdoor space. The duty to maintain the residence is often shared between you and the landlord. This means that you can be responsible for different parts of the maintenance of the residence.

The Tenancy Act regulates how the responsibility is to be shared between you and the landlord, but you are allowed to agree on something other than what is stated in the law.[58] If something else is agreed upon, it is wise to write this in the contract so that both you and the landlord know which rules apply.

Examples of maintenance is to paint walls and mouldings that have been worn, clean the drainage so that it does not get clogged and repair things that get damaged during the tenancy. Other examples are to ensure that the door locks and the electrical system in the residence work properly.

5.4.2. Maintenance duty by agreement

You and the landlord have freedom when it comes to agreeing on who should be responsible for what regarding the maintenance of the residence. In many agreements, the tenant is given a greater responsibility for maintaining the residence than what is stated in the law. In these cases, you may have a great responsibility for repairing damages and faults in the residence. It is therefore very important that you read the contract thoroughly before signing, so that you know what responsibilities you take on.

If the maintenance duty in the tenancy is very extensive, you should think carefully before signing the agreement. Remember that you may also negotiate with the landlord about what should be in the contract.

5.4.3. Maintenance duty by law

If nothing has been agreed upon regarding the maintenance of the residence, the rules in the Tenancy Act will apply.

According to the Tenancy Act, the tenant is responsible for maintaining door locks, water taps, lavatories, hot-water tanks and electrical points. In addition to this, the tenant has to take care of furniture, fittings and equipment in the residence that is not a part of the immovable property. These are items that naturally belong in a residence, and which you can easily take with you or replace. Examples of such items may be the landlord's furniture, curtains, television, stove, washing machine and other appliances. Therefore, you have to check regularly that things are working properly, and repair them if needed.

[58] Tenancy Act section 5-3.

You do not need to maintain equipment that is a part of the immovable property. Immovable property is something that is part of the structure of the residence, and which you most often have to dismantle in order to remove. Examples may be staircases and kitchen appliances that are built into the interior, such as a built-in refrigerator and the extractor fan above the stove.

The landlord is obliged to install smoke detectors and fire extinguishing equipment in the residence. However, you as a tenant must ensure that this equipment is in order. You must periodically test the equipment, keep it clean and replace batteries.

Your maintenance duty only applies to things that are in the residence you rent. By law, the landlord is responsible for maintaining common rooms outside the residence.

How much should you do?

You have to maintain equipment, items and inventory. This will typically be to keep them clean, check that they work, and replace batteries or other small parts when necessary. You are not obliged to replace the entire item.[59] The stove might serve as an example: in cases where the residence comes with a stove, the tenant has to maintain it. If one of the hobs on the stove stops working, it is your responsibility to have it repaired. But, if the whole stove has to be replaced, it is the landlord's responsibility to buy a new one. A rule of thumb is that if it is cheaper to repair the stove than buying a new stove, it is your responsibility to do so. If the stove is so worn out that it is cheaper to buy a new one than to repair it, it will be the landlord's responsibility.

Nevertheless, if the stove breaks down just after you moved into the residence, this may be a defect that the landlord is responsible for, even if you are the one who has the maintenance duty to repair or replace the object. If something breaks right after you move in, it is important that you tell the landlord straight away. You can read more about defects in section 4.2. of this brochure.

Damages to the residence

Some damages that occur must be repaired quickly in order to limit the damage. Examples of this can be a water leak in the kitchen or a power outage that cause the water pipes to break due to frost damage. If something like this happens, it is your duty to notify the landlord as soon as possible.[60] You must also do what is necessary to limit the damage. If water is leaking in the kitchen, turn off the water supply and soak up the water. If the leak is very big, you may also need to call a plumber. You must do this even if you are unable to reach the landlord right away. If you have had to pay for something because of the damage, for example for the plumber, you may demand this to be compensated by the landlord.

If you discover a damage that you do not need to deal with immediately, it is enough that you notify the landlord shortly after you discovered the damage. Examples may be some cracks in a window or a loose cupboard door in the kitchen.

[59] Tenancy Act section 5-3.
[60] Tenancy Act section 5-5.

It is important that you notify the landlord about any damage you discover in the residence. If you fail to notify the landlord, and the damage gets worse over time, you may have to cover expenses for further damage.

Accidental damage

Occasionally, an unforeseen event may lead to damages to the residence. This is called “accidental damage”. Common for the accidental damage is that neither you nor the landlord are to blame for the damage that has happened. Such accidental damage can for example be that lightning strikes and destroys the electrical appliances in the residence, or that the property is damaged after a burglary.

If this happens, it is the landlord's responsibility to repair things or to buy new ones, even if the item in question is usually covered by your maintenance duty.

Breach of maintenance duty

It is important that you maintain the things you are responsible for maintaining, and that you follow the house rules. If you do not fulfil these duties, it may in the worst case cause the landlord to terminate the tenancy. If it is a very serious breach of duty, the landlord may cancel the tenancy contract, which means that you have to move out of the residence right away. If the landlord has extra expenses due to a breach of the maintenance duty, you may be liable for these expenses.[61] You can read more about the rules of terminating and cancelling the contract in section 6.3. of this brochure.

5.4.4. The landlord’s maintenance duty by the law

The maintenance duty you have as a tenant is described above. Like the maintenance duty of the tenant, you and the landlord can agree on a different distribution of responsibility than what follows by the Tenancy Act.[62]

The main rule laid down in the Tenancy Act is that the landlord is obligated to ensure that the residence is of the same standard during the tenancy period as when you moved in.[63] If a refrigerator belonging to the landlord is completely destroyed, he must buy a new one. If you have lived in the residence for several years, the landlord may have to paint the walls or polish the floor.

The landlord is responsible for regular maintenance, so the landlord must prevent damage, for example by painting, maintaining the roof and replacing worn parts of the building. The landlord must also ensure that the common areas are in proper condition. For example, the landlord is obligated to ensure that the lights in the entrance is working properly, and that the front door is in order.

[61] Tenancy Act section 5-8.
[62] Tenancy Act section 5-3.
[63] Tenancy Act section 5-3, see section 2-2.

When the landlord is to maintain or repair something, it should be done as soon as possible and without any major problems for you. You may have to accept some noise and dust while the work is going on, but you may demand a reduction of rent. You can read about reduction of rent in section 5.5.3.

What you can expect from the landlord's maintenance depends on the standard of the residence you rent. You are entitled to having the landlord maintain the standard of the residence, but you are not entitled to it being improved.

How long you have lived in the residence will have an impact on what counts as necessary maintenance. If you have lived there for only one year, it is probably not necessary for the landlord to polish the floor, because the wear and tear is still probably limited. If, on the other hand, you have lived in the residence for six years, the landlord may have to polish the floor and paint the walls in the living room.

Although the landlord has a maintenance duty, you have to accept that the landlord carries out the maintenance periodically. The residence can therefore be quite worn before the landlord must paint or do something similar.

5.5. WHAT CAN YOU DO IF THE LANDLORD DOES NOT FULFIL HIS MAINTENANCE DUTY?

If the landlord does not maintain the residence like he is obligated to, this may count as a defect. A defect provides the basis for potential claims against the landlord.[64] You can read more about what you can demand when the landlord breaches his maintenance duty below.

5.5.1. Duty to notify

Upon discovering a damage that needs to be repaired without delay, you have to notify the landlord immediately.[65] This is important for preventing further major damage to the residence. Examples of such damage are defects in the electrical system or water pipes.

For other defects where there is no urgent need for repair, you have to notify the landlord within "reasonable time". What constitutes "reasonable time" must be considered specifically in each case based on what kind of damage is detected, how serious it is and how quickly a repair is required.

5.5.2. Repair of defects

The main rule is that you may require the landlord to repair or rectify the defect if it falls within the landlord's maintenance duty.[66] This is explained above.

[64] Tenancy Act section 5-7.
[65] Tenancy Act section 5-5.
[66] Tenancy Act section 2-10.

However, if it is impossible to repair the defect, you cannot demand the landlord to do so. Furthermore, you cannot demand that the landlord repair the defect if it is not of great importance and it will be greatly expensive for the landlord to repair it.

If a repair can be done without any problems for you, the landlord may demand to repair the defect. The bar for refusing the landlord the ability to repair the defect is relatively high. For example, you will have to accept some noise and dust in the residence while the landlord repairs defects. In such cases, however, you may be entitled to a reduction of rent.

If the landlord does not want to repair the defect, you can repair it yourself. You may demand that the landlord pay for the expenses you have had due tothe repair. You cannot demand the landlord to pay for more than what you actually spent on the repair. If you have not had an actual expense, but you have done a job and repaired the defect, you may claim a reasonable compensation for it.

5.5.3. Reduction of rent

For the period of time that the residence suffers from a defect, you may demand a reduction of the rent given that you notify your landlord.[67] The seriousness of the defect will impact how much of a reduction you may demand. The reduction of rent should correspond to the decrease in the rental value of the residence. If the defect means that the rental value of the residence is 10% lower than it would have had been otherwise, you are entitled to a 10% reduction of your rent. The more serious the defect, the more you can claim in reduction. For example, if you cannot use the bathroom, the reduction will typically be higher than if you cannot use a storage room. It is difficult to say anything general about how much the rental value is reduced by various defects. This is an assessment that must be done in each case and that can vary a lot.

If you believe you are entitled to a reduction of rent, but the landlord does not agree, you can withhold the part of the rent you believe you are entitled to. If so, you should deposit the money you withhold. You can read more about depositing in section 4.5.1. of this brochure.

5.5.4. Discharge of contract (cancelling the contract)

If a defect is very serious, you may be entitled to cancelling the contract.[68] Cancelling the contract means that the contract is terminated immediately: you no longer have to pay rent and you have to vacate the residence right away. If the residence has several minor defects, you may cancel the contract if the defects are extensive. If you are going to cancel the contract, you should send a letter to the landlord where you write that you want to cancel the agreement and explain why you want to do it. Such a letter may be useful if, for example, the landlord requires you to pay rent for the period after you cancelled the agreement.

[67] Tenancy Act section 2-11.
[68] Tenancy Act section 2-12.

There is a very high threshold for cancelling a contract. Usually, the defect can be fixed, or you can demand a reduction of rent. Therefore, it is important to see if there are any other possibilities before you cancel the contract. If the landlord can fix the defect without major problems, you can probably not cancel the contract.

Cancelling the agreement comes with significant risks. The one who cancels the agreement has to prove that he has the right to do so. If you cancel the agreement without being entitled to it, you may have to pay compensation for the landlord's financial loss as a result of the invalid cancellation of the contract. Therefore, it is extremely important that you carefully consider whether you should cancel the agreement before doing so. **We strongly recommend contacting Jussbuss or others who provide legal assistance before cancelling a contract.**

5.5.5. Compensatory damages

If you have had expenses due to a defect, the general rule is that you can claim compensation from the landlord.[69] In order for you to claim compensation, you must have had a financial loss. A financial loss means that the deficiency has led to costs for you.

An example of this is if you have bought soap to wash your residence after a water leak. It is important that you keep your receipts so that you can prove how much you have spent. You are not entitled to compensation because, for example, the situation has been difficult or because the landlord has been difficult to contact as this will not constitute a financial loss.

The landlord may not have to pay compensation if the defect is due to an obstacle that is beyond his control which he could not reasonably be expected to have taken into account at the time of entry into the contract or to have avoided or overcome the consequences of.[70] This is a difficult assessment, and we recommend contacting Jussbuss or others who provide legal assistance if a conflict about this arises.

Even if you are entitled to compensation, there are restrictions as to the expenses that you can claim compensated. You can read more about this under "direct loss" and "indirect loss" below.

Direct loss

You may claim compensation for financial loss that is a direct consequence of the defect.[71] If the defect causes you to not be able to live in the residence for a certain period, you may have extra expenses for rent. These additional expenses will typically be a direct loss.

[69] Tenancy Act section 2-13.
[70] Tenancy Act section 2-13.
[71] Tenancy Act section 2-14.

Indirect loss

As a rule of thumb, you are not entitled to compensation for indirect losses.[72] A typical example of indirect loss is material damage. If the roof is leaking and your belongings is damaged due to water leaking in, you will have a loss in terms of repairing the items or purchasing new ones.

However, you may always claim compensation for such indirect loss if the defect or loss is due to a fault or negligence from the landlord. The same applies if the landlord has guaranteed for something about the residence when you entered into the contract, which turns out to be incorrect. If this is the case, the landlord must have explicitly vouched for or guaranteed certain traits of the residence. There are many standard form tenancy contracts that state that the landlord is not liable for indirect losses. Such clauses are legal, and you should be aware of this when signing a tenancy contract.[73]

Duty to mitigate loss

It is important to be aware that you have a duty to make the financial loss as small as possible. This is called “the duty to mitigate loss”. This means, among other things, that you have to make sure that the expenses you claim compensated are not unnecessarily high.

5.5.6. Withholding rent

To be sure you get the money you are entitled to, you can hold back all or part of the rent.[74] Withholding rent means that you deduct what you are entitled to from the rent. However, it is difficult to know how much of the rent you can withhold. It is important that you do not withhold more money than you are entitled to. If you withhold money without being entitled to it, this will constitute a breach of your obligation to pay rent. Such a breach may cause the landlord to terminate or cancel the contract. A safer alternative is to deposit the money, see below.

If you are entitled to a rent reduction or a compensation from the landlord, you may claim the money from him in the form of a letter of demand (påkrav). A letter of demand is a letter you send to the landlord where you demand a reduction of rent or compensation and explain why you are entitled to this. When you send a letter of demand to the landlord you should give him a deadline to pay the money you believe you are entitled to. You can find a template of a letter of demand on our website.[75] It is not yet available in English, but it is called “påkravsmal” in Norwegian.

[72] Tenancy Act section 2-14.
[73] Tenancy Act section 2-14 para. 6.
[74] Tenancy Act section 2-15.
[75] www.jussbuss.no.

5.5.7. Depositing disputed rent

If you want to withhold all of or part of the rent, we recommend that you deposit the amount.[76] Depositing means to put your money in a separate, locked account. The account is called a "deposit account" (*"deponeringskonto"*). You must tell the landlord if you want to deposit rent. You must then give the landlord a 14-day deadline to contribute to creating the account. If the landlord does not contribute to create the account within 14 days, you can create a separate account in your own bank where you deposit the money. It is not enough that you put the money in an account you normally use, you need to create a new and separate account.

Once you have deposited the amount, the landlord cannot terminate or cancel the contract because you have withheld rent. However, you should not deposit more than you think you are entitled to. The reason for this is that the landlord can charge you penalty interest for late payment if it turns out that you have deposited too much.

5.6. CHANGES TO THE RESIDENCE

5.6.1. The tenant's right to make changes to the residence

When you rent a residence, you have the exclusive right to use it. Nevertheless, it is important to remember that the residence belongs to the landlord. Therefore, you cannot change things in the residence without the landlord agreeing to it beforehand.[77] The tenancy agreement may state that you have the right to make certain changes within the residence, but usually you should contact and agree with the landlord if there is something you would like to change. The landlord must approve all changes you make in the residence, for example, if you want to paint the wall in a different colour, change wallpapers or remove wall-to-wall carpets. If you want to change something in the residence, we advise you to get the approval in writing by the landlord in advance. This makes it easier to avoid disagreements afterwards about what you could and could not change. In some cases, you may be entitled to financial compensation from the landlord if you change something in the residence after receiving the landlord's approval and this change has increased the value of the residence.

The landlord needs no particular reason to refuse you to make changes to the residence.

However, if you or someone you live with has disabilities, the landlord must provide a reasonable explanation to refuse you to make any changes that are necessary due to the disability.[78]

Even if you have got the landlord's approval to change something in the residence, you may be obligated to change it back again when you move out.[79] If this is the case, the landlord has to inform you when he gives you the approval. If you have

[76] Tenancy Act section 3-8.
[77] Tenancy Act section 5-4.
[78] Tenancy Act section 5-4.
[79] Tenancy Act section 5-4, see section 10-2.

made changes without the landlord's approval, the landlord may as a general rule demand you to change it back when you move out.

5.6.2. The landlord's right to make changes to the residence

The landlord has the right to make certain minor changes to the residence during the tenancy period.[80] The landlord has the right to make changes to the residence if the work can be done without significant disadvantage to you and if the changes do not reduce the value of the residence to you as a tenant. Other changes may only be made by the landlord with your approval. For example, the landlord cannot without your approval make changes to the residence that require work to such an extent that you have to move from the residence while the work is in progress.

Regardless of whether or not you need to approve to the changes, you should get a notification about them in advance.[81] As a general rule, you should be notified three months in advance. Note that this only applies to the changes that are considered to be changes of some extent to the residence, and not if the landlord is to carry out necessary maintenance of the residence. You can read more about the landlord's access to the residence below.

5.7. THE LANDLORD'S ACCESS TO THE RESIDENCE

5.7.1. Main rule

As long as you rent the residence, you have the exclusive right to use it. Even though the landlord owns the residence, he cannot enter it whenever it suits him. The landlord is not entitled to his own key. However, you can agree that he should have one. Even if you have agreed that the landlord should have a key, this does not mean that the landlord can enter the residence without having agreed this with you beforehand. It may even be a criminal offence if the landlord enters the residence without your consent.[82] If this happens several times, you may replace the lock. However, before doing so, you must notify the landlord in order to give him an opportunity to stop entering the residence. If he does not stop and you need to change the lock, you may demand the landlord to cover the expenses you had in replacing it.

5.7.2. Exceptions

It is only in the cases mentioned in the Tenancy Act that the landlord may enter the residence. The landlord cannot base any right of intrusion on other reasons than those stated in the law. If your contract states other reasons than what is laid down in Tenancy Act, this part of the agreement will be void. Below are the cases in which the landlord **can** enter the residence.

Control of the tenant's use

[80] Tenancy Act section 5-4.
[81] Tenancy Act section 5-6.
[82] Tenancy Act section 5-1, see The Penal Code section 346.

The landlord may access the residence to make sure that you use it as agreed.[83] For example, the landlord may check that you maintain the residence in the way you are obligated to, or that there are not more people living in the residence than you have agreed upon. Although the landlord may want to control your use of the residence, it does not mean that he can enter the residence at any time. The landlord must notify you in advance if he wants to enter the residence.

Maintenance and changes to the residence

You must give the landlord access to the residence when necessary in order to enable him to perform the maintenance he is required to do. For example, if a window is to be replaced, the landlord must have access to the residence in order to do so.

You must be informed in a reasonable amount of time before the landlord is to carry out maintenance to the residence. How long in advance you should be notified will vary according to the type of work that will be done and the extent of the work. If it is extensive maintenance work, you may need some time to prepare yourself, for instance if you need to move out of the residence for some time..

If the landlord wishes to make use of his right to make changes to the residence, you should be informed three months in advance. You can read about what changes the landlord has the right to do in section 5.6. of this brochure.

Serious damage to the residence

Occasionally, damages occur that have to be repaired immediately. An example might be a water leak in the bathroom. If you are not at home, the landlord may enter the residence to stop the leak. He should notify you if this happens, but even if he is unable to get hold of you, he may still enter the residence.[84] This only applies in cases where it is important to react immediately to prevent damage to the residence.

Viewing prior to moving out

If you or the landlord have terminated the tenancy, the landlord may need to make the residence available for other potential tenants to view. You are obliged to give people access to view the residence during the period of notice.[85] The Tenancy Act does not say how many viewings the landlord can schedule, nor how often. Here, you and the landlord must try to find a solution that suits the both of you. Sometimes, your contract may state when viewings are to be held. For example, your contract may state that viewings are to be held on Tuesdays and Thursdays from 17:00 to 20:00.

If you do not allow the landlord to have viewings when he is entitled to, he might not be able to rent out the residence as quickly as he could if viewing were held. This could lead to you being obliged to compensate the landlord’s loss of rent income.

[83] Tenancy Act section 5-6.
[84] Tenancy Act section 5-6.
[85] Tenancy Act section 10-1.

5.8. WHEN CAN YOU LET OTHERS LIVE IN THE RESIDENCE?

5.8.1. Inclusion to the household

In general

Inclusion to the household means that you allow other people to move into the residence while you are still living there. In order for you to be allowed to let others move in with you, you must have a common household. This means that you need to have a common interest in living there, and that you are normally doing things together, such as making food and cleaning. You may even perhaps have some degree of shared economy. An example might be if a close friend or one of your children moves in with you. If you want a person to move in with whom you have no common household, for example, by renting one of the rooms in the residence, it is called subletting. You can read more about subletting in section 5.10 of this brochure.

The rules for when you can let someone else live with you depend on what kind of relationship you have with them.[86] Sometimes, your contract states whether you may let others live with you or not. Most commonly, though, you have to ask the landlord for approval before someone moves in.

Inclusion of family members in the household

The law allows designated family members to move in to you without the landlord having to approve the inclusion in advance. This includes your spouse, your partner or cohabitant, your parents, your grandparents, your children, your grandchildren or foster children. The same applies to the parents, grandparents, children, grandchildren or foster children of your spouse, partner or cohabitant. The landlord cannot refuse these people to move in with you.

Inclusion of others in the household

In order for people other than those mentioned above to move into the residence, you must first obtain the landlord's approval. The landlord may only refuse to grant such approval if he has reasonable grounds for doing so. The reasonable grounds have to relate to how the person is as a resident. An example could be that the person makes a lot of noise or behaves in a way that makes the landlord fear for damage to the residence. Gender, sexual orientation, beliefs or the like are not reasonable grounds for refusing someone to move in. Nor is it a justifiable reason that the person moving in with you has poor finances.

The landlord may also refuse to give approval if the residence will be clearly overcrowded. Whether the residence is clearly overcrowded depends on the size of the residence and whether there are children or adults moving in. For example, if you rent a small two-bedroom apartment, the apartment will clearly be overcrowded if (in addition to you) a large family with many children and grandparents moves in.

[86] Tenancy Act section 7-1.

Special rules for certain types of housing

When renting for example a retirement housing, a sheltered housing or a student housing, the agreement may state that the landlord has to approve all possible additions to the household, even if they are relatives.[87] The landlord may then refuse to let more people move in if this is justified by circumstances relating to the residence, such as the design or purpose of the residence. The landlord may also refuse to give approval if he has a reasonable reason. What this entails is explained in the section just above.

In order for these special rules to apply to your tenancy, it must be mentioned in your tenancy contract.

Passive approval

It is possible to apply for inclusion of another person verbally, but it is best to do so in writing. It does not have to be done in a specific way; it just has to state that you want a specific person to move in with you. If your application is in writing and the landlord does not respond to it within one month of receiving it, the application will be considered approved because of the landlord's passivity.[88] As such, if the landlord does not respond to your application within one month, you may let the person to move in with you.

5.9. TRANSFER OF TENANCY

5.9.1. General about transferring a tenancy

Transferring your tenancy means that you let someone else take over the tenancy agreement you have with your landlord. By transferring your tenancy, you are no longer bound by the contract with the landlord. When the tenancy is transferred, another person moves into the residence and you move out. This person will be responsible for paying rent, maintaining the residence and following the house rules. You no longer have any obligations towards the landlord after the transfer. This also means that you cannot demand that the landlord does anything in the residence, such as repairs or maintenance.

Transfer of tenancy can be practical if, for example, you have to move and your contract does not allow you to terminate the tenancy at that specific moment.

5.9.2. Approval of tenancy transfer

The main rule is that you have to get the landlord's approval before you can transfer the tenancy to someone else.[89] The landlord needs no special reason to refuse a transfer. You may want to apply for approval in writing. Then it will be easier to show that you have actually applied and when you did it.

[87] Tenancy Act section 11-1 and 11-2.
[88] Tenancy Act section 7-6.
[89] Tenancy Act section 8-1.

Your contract could state that you may transfer the tenancy. If this is the case, you do not need to get approval from the landlord beforehand. If the contract does not regulate this, you have to ask the landlord if you may transfer the contract.

It is important that you seek approval from the landlord. If you let someone move into the residence instead of you without the approval of the landlord, this constitutes a serious breach of the contract between you and the landlord. Such a breach may cause the landlord to terminate or cancel the tenancy agreement. You can read more about termination and cancellation in section 6 of this brochure.

5.9.3. Passive approval

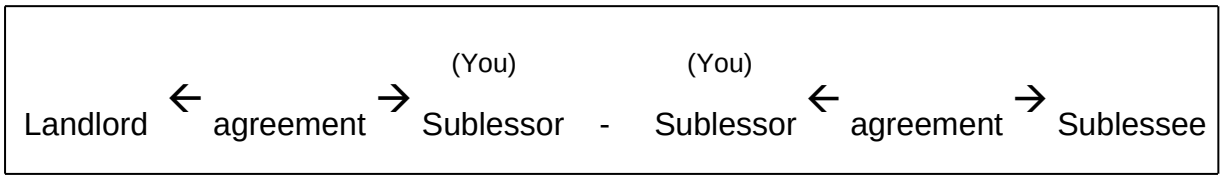
It is possible to apply verbally for transfer of tenancy, but as mentioned above you should apply for this in writing. It does not have to be done in a specific way; it is sufficient to state that you want to the tenancy transferred to another tenant. If the landlord does not respond to your application within one month of receiving it, it is deemed to have been approved by the landlord's passivity.[90] As such, if the landlord does not respond to the application within one month, you may transfer the tenancy to another.

5.10. SUBLETTING

5.10.1. Subletting in general

To sublet means that you rent the residence entirely or partly to another person. When subletting, a third person rent the residence, or parts of it, from you, and you rent the residence from the landlord. You continue to be bound by your tenancy agreement with the landlord. In this case, you are called the main tenant or sublessor. The one you chose to rent to only has a tenancy agreement with you, and not with your landlord. You will then be landlord to the person you rent to, who is often referred to as the subtenant or sublessee.

You might picture it like this:



In this section, we have assumed you are the sublessor. If, on the other hand, you are the sublessee, the sections 5.10.5. and 5.10.6. might be more relevant for you.

The Tenancy Act applies to the tenancy between you and the sublessee. The rights and duties that apply between you and your landlord will usually also apply between

[90] Tenancy Act sections 8-5 and 8-4.

you and the sublessee. The tenancy between you and the sublessee is thus regulated by the rules of The Tenancy Act.

It is important to keep in mind when subletting that you still have a tenancy agreement with your landlord. You are still responsible for the payment of rent and for the maintenance of the residence. In most cases, this does not cause any problems. However, if the sublessee does not pay rent or if he causes damage to the residence, you are still responsible in relation to the landlord. The landlord may demand that you cover these expenses. You may obviously demand reparations from your sublessee, but it is not always easy to get all the money back. Therefore, we advise you only to sublet the residence when it is absolutely necessary.

5.10.2. When may you sublet?

The main rule is that you need the landlord's approval in order to sublet the residence, and he may refuse this without having any specified reason.[91] Your contract could also state whether you have the opportunity to sublet.

We recommend that you apply for subletting in writing. In case of a disagreement between you and the landlord, this will make it easier to show that you have actually applied and when you did it.

It is important that you apply for subletting to the landlord. If you let someone move into the residence instead of you, without the landlord saying it is fine, this constitutes is a serious breach of the contract between you and the landlord. Such a breach may cause the landlord to terminate or cancel the agreement. You can read more about termination and cancellation in section 6 of this brochure.

However, in some cases the landlord does not have free access to refuse subletting.

Subletting for the rest of the rent-period in a fixed-period tenancy

A fixed-period contract lasts for a specific period of time.[92] This means that the contract states when the tenancy will end. An example may be that your agreement lasts from the 1st of January 2018 until the 1st of January 2022.

If you have a fixed-period contract and want to sublet for the remainder of your tenancy period, the landlord may refuse to approve subletting only if the residence clearly will be overcrowded or if he has reasonable grounds to refuse subletting.[93] In order for the grounds to be reasonable, it must be justified with the tenant's characteristics as a resident. An example could be his or her inability and unwillingness to respect house rules and care for the residence. As a main rule, the landlord may not refuse subletting because the tenant has poor finances. This is because you, as the main tenant, will still be liable for the payment of the rent to the landlord (if the sublessee breaches the obligation to pay rent). If the landlord refuses to approve the sublease without valid reasons for doing so, you will have the right to

[91] Tenancy Act section 7-2.
[92] Tenancy Act section 9-2.
[93] Tenancy Act section 7-2.

terminate the tenancy, even if you are barred from doing so by the contract. You may then terminate the agreement with a three months' notice, or with the notice period that you and the landlord have agreed upon (if you have agreed another solution than what follows by the Tenancy Act).[94]

Subletting by temporary absence

If you need to live elsewhere for up to two years, you can apply for subletting to the landlord.[95] The condition is that you will have to use the residence again after the subletting-period, and that there is a good reason for you to move for a period of time. The reason why you have to stay somewhere else could be work, education, military service, illness, or other important reasons. The landlord may only refuse subletting if it is objectively justified by the sublessee's traits as a resident or that the house will be clearly overcrowded, as described in the section above.

Subletting a part of the residence

It is possible to sublet only a part of the residence, such as one bedroom. Subletting a part of the residence is common if you live in a shared flat. In these cases, there is often one person who is responsible in relation to the landlord in the tenancy contract. This person will, among other things, be responsible for rent payment to the landlord. Usually, this person rents out single rooms to others (sublessor) and is responsible for demanding rent and ensuring that the rest of the residence is maintained in accordance with the obligations of the contract. In such cases, the landlord may only refuse subletting if it is objectively justified by the sublessee's traits as a resident or that the house will be clearly overcrowded, as described above.

5.10.3. Approval by passivity

It is possible to apply for subletting verbally, but as mentioned above, it is best to do so in writing. It does not have to be done in a specific way, it only has to state that you want to sublet the residence, or parts of it, to another person. If the landlord does not respond to your written application within one month of receiving it, the application shall be deemed to have been approved by the landlord's passivity.[96]

5.10.4. Special rules for certain types of housing

When renting, for example, retirement housing, sheltered housing or student housing, it can be agreed that subletting of part of the residence can only happen with the landlord's approval. The landlord may also refuse subletting if it is justified by circumstances of the residence, such as its design or purpose. The landlord may also refuse to give approval if he has reasonable reasons to do so.

[94] Tenancy Act section 9-6.
[95] Tenancy Act section 7-4.
[96] Tenancy Act section 7-6.

5.10.5. What happens to the sublessee when the agreement between you and the landlord is terminated?

If the landlord terminates the tenancy, the sublessee also has to move out. If the landlord terminates the tenancy with you, you are obliged to protest the termination on behalf of the sublessee if he or she so wishes.[97] The deadline for protest is one month from the date you received the termination. If you inform the sublessee within 14 days of receiving it, the sublessee must himself protest the termination if he wishes to do so.

In most cases, the landlord has authorized you to sublet. If he then terminates the tenancy, he shall at the same time send a copy of the termination to the sublessee. Even in such cases, the sublessee must himself protest the termination if he wishes to do so. If the landlord does not send a copy to the sublessee, stating that he may protest, the termination is invalid. You can read more about termination and cancellation in section 6 of this brochure.

5.10.6. Compensatory damages

In some cases, the sublessee may demand a compensation from you when the tenancy ends.[98] For example: You and the landlord have a tenancy agreement that ends on the 1st of June 2018. You enter into an agreement with another person about subletting and tell the person that he can rent the residence until 1st of December 2018. On the 1st of June 2018, you no longer have a tenancy agreement with the landlord, which means that the sublessee has to move out. In such cases, the sublessee may claim a compensation from you if he has suffered a financial loss.[99] He may have had to stay in a hotel for a period or had to rent a more expensive residence. Another example is if you sublet a part of the residence. If the landlord cancels the contract because you do not pay the rent, the sublessee also has to move out. He may then claim compensation from you if this causes him a financial loss.

5.11. WHAT HAPPENS IF THE LANDLORD SELLS THE PROPERTY?

The landlord may sell the property at any time, even if you rent it. After the sale, it will be the new owner who is responsible for fulfilling the landlord's obligations. The tenancy you had with the previous owner will still apply. The fact that the landlord is to sell the property may be grounds for terminating the contract. You can read more about termination in section 6 of this brochure.

[97] Tenancy Act section 7-7, see section 9-8.
[98] Tenancy Act section 7-7.
[99] Tenancy Act section 7-7, see sections 2-13 and 2-14.

6. HOW TO END A TENANCY

The three most common ways to end a tenancy are through natural expiration of a fixed-period contract, termination and cancellation. In addition, the tenant and landlord may agree that the tenancy shall end. Be aware that your right to bring the tenancy to an end might be limited, see section 2.3.2.

6.1. HOW TO END A FIXED-PERIOD CONTRACT

6.1.1. In general

Fixed-period contracts expire on their own at the stated end date.[100] This means that neither you nor the landlord need to send a notice of termination for the contract to end.

6.1.2. What happens if you do not move out on the last day?

If you do not move out when the contract expires, the landlord has to tell you to move within three months of the date of expiration. This must be done in writing. If the landlord does not give you a written notice to move out and you continue to live in the residence for more than three months, the tenancy will become indefinite and continue to last for an unspecified period.[101] The contract must then be terminated in the usual way if you wish to end the tenancy. If you stay longer than the period stated in the contract, you must of course still pay rent. If you continue to stay in the residence after a written notice from the landlord, this is a breach of the agreement and may entitle the landlord to get you evicted by the Execution and Enforcement Commissioner (*"Namsfogden"* or *"Namsmannen"*). In addition, the landlord may claim a compensation for expenses he has incurred relating to the eviction and for lost rent that he would have received if you had moved out in accordance with the contract.

6.1.3. Specifically about student housing

When renting student housing, it may be agreed that the contract expires without termination at the end of the semester, the end of the academic year, or at the end of the degree.[102] This only applies where the government has given permission for it, for example with the various welfare organisations for students. In such cases, it must be stated in the contract that it regulates the tenancy of such a residence and that it thus might give you fewer rights than usual.

If your tenancy contract does not have a specified expiration date, you should be notified that you have to move out. This notice has to be given at least three months before you have to move, unless otherwise is agreed upon. If your contract does have a specified date for when it expires, you are not entitled to get a notice, and you have to move when your contract expires (or apply for a new student flat).

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[100] Tenancy Act section 9-2.
[101] Tenancy Act section 9-2.
[102] Tenancy Act section 11-2.

6.2. TERMINATING THE TENANCY

It is most common to agree that both parties have the right to terminate the contract. However, you may also agree that the contract cannot be terminated or that only one of the parties should have the opportunity to do so. Therefore, it is important to look into whether the contract allows for (mutual) termination before signing it.

Below, we will go through the different notice periods, the requirements for a termination and what you can do if you disagree with the termination.

6.2.1. The landlord's termination of the contract

There are strict requirements as to how the landlord's termination should be written,[103] and as to what conditions give grounds for a termination. You can read more about the various reasons for termination below.

In order for a termination from the landlord to be valid, it must:

- be in writing

and

- mention the grounds for the termination

and

- state that you may protest the termination in writing, within one month upon receiving the termination. It also has to inform you that you lose the right to claim that the termination was invalid if you do not object within the deadline, see section 9-8 of the Tenancy Act. It must also state that the landlord may get you evicted by the Execution and Enforcement Commissioner (*"Namsfogden"* or *"Namsmannen"*) in accordance with the Enforcement Act section 13-2 (*"Tvangsfullbyrdelsesloven"*), when the notice period expires.

All of these terms must be met in order for the termination to be valid.

What happens if the termination is invalid?

If the terms stated above are not met, the termination is invalid. This means that you may disregard the termination, i.e. act as if it had never been given. It is important to be aware that if you still move out in accordance with the termination, you have effectively accepted it as if it was valid.

Grounds for termination

In order for the termination to be valid, the landlord has to justify his termination with one or more of these reasons:[104]

[103] Tenancy Act section 9-7.
[104] Tenancy Act section 9-5.

- The residence must be used by the landlord himself or someone who is part of his household. For example, the landlord's children are going to move in to the residence.
- Demolition or rebuilding of the residence makes it necessary for you to move out.
- You have breached the tenancy contract, for example by not paying rent at the agreed time.

In addition to the reasons above, the landlord may also terminate the contract if the landlord has "other objective grounds" to terminate the tenancy. For example, this can be that the landlord is selling the residence or that he has to renovate it.

If you believe that your landlord does not have objective grounds to terminate the tenancy contract, you may object to the termination, see below.

How do you object to a termination from the landlord?

If you do not want to accept the landlord's termination, you must object in writing to the landlord within one month of receiving the termination. If this is not done, the termination is valid even if you object later. Even if you have a three months' notice period, you must object in writing within one month. The deadline runs from date to date. For example, if you received the termination on 7th of March, the deadline to object will be on 7th of April.

It is enough to notify the landlord in writing that you do not accept the termination within the deadline mentioned above, but it is advisable that you also justify why you disagree with the termination. It is wise to have documentation both that you have objected and when you did so. This can be done by sending the objection by certified mail or by sending it by e-mail.

If you have objected to a termination, the landlord can´t do anything and has to let you stay in the residence. If the landlord wishes to uphold the termination, he must file a complaint to the Rent Disputes Tribunal (*"Husleietvistutvalget"*) or the Conciliation Board (*"Forliksrådet"*) within three months after your deadline for protest expires. Thus, in the example above, the landlord has to file a complaint by 7th of July. If this is not done, the termination will be invalid, and you may continue to live in the residence.

What happens if the landlord files a complaint?

If the landlord has filed a complaint in time, the court will consider whether the termination is valid or invalid. The termination will be invalid if it is *not objectively justified* or if the court finds it *unreasonable*.[105] Tenancy complaint can be filed to either the Rent Disputes Tribunal (*"Husleietvistutvalget"*) or the Conciliation Board (*"Forliksrådet"*). It is less expensive to have the cases solved there than in the District Court (*"Tingretten"*), and you do not need a lawyer.

[105] Tenancy Act section 9-8.

The assessment of whether a termination is objectively justified or unreasonable is complicated. Therefore, we settle for a brief overview below:

What does the court consider in a termination case?

The court will consider whether the termination is justified by one of the legal grounds for termination and whether that reason is factually correct. The most important thing to keep in mind is that the landlord is not bound by the reason he gave you when he terminated the contract. He may come up with other or more reasons if the case goes to court. If he said in the termination notice that you have to move because he is going to sell the residence, he may still in court say that he instead moved into the residence himself. It is the landlord who has to document or prove that the reason for termination is in fact correct.

The court will also consider whether the termination is unreasonable. Simply stated, it means that the court considers whether the termination will be unfair. It is difficult to say anything in general about this assessment. The court will, among other things, look at the need you and the landlord have for the residence. Furthermore, the court will look at whether you risk being left without housing if you have to move out. This is an important factor in the court's assessment. A termination is usually unreasonable if the result is that you remain without a place to live. If you have children, it is something that the court can emphasize in assessing how much you need to continue to live in the residence.

If you have breached a fundamental duty of the contract that it would give the landlord a right to cancel the contract immediately, you will have to move out even if the court finds the termination unreasonable.

Special rules for termination of rent of a dorm or of the landlord's own residence

When renting a dorm (single dwelling room), where by the contract you have the opportunity to use parts of another's residence, it is only required that the termination must be in writing.[106] If it is a fixed-period tenancy, the landlord does not have to give you a written notice to move out when the tenancy period expires. It is enough for the landlord to give verbal notice, for example by calling you and saying that you have to move out.

When renting the landlord's own residence, there are still no other requirements for the termination other than it has to be in writing.[107] An example of such a tenancy is if the landlord is renting his residence to you because he is working abroad for a couple of years. However, this only applies if the landlord has previously lived in the residence and will not be away for more than five years. In addition, the landlord must have given you a written notice that you have fewer rights than usual in such a tenancy. The written notice must have been given to you no later than when you entered into the agreement. This is often the same time as when you signed the contract.

[106] Tenancy Act section 9-5 last para.
[107] Tenancy Act section 11-4.

If the landlord terminates a contract of this type, you cannot object to the termination. If the contract is terminated, you must move out as stated in the notice of termination. The deadline is usually one month.

Period of notice

If you have agreed that the contract can be terminated, the termination notice period is usually stated in the contract. You can agree on as short or as long a period of notice as you want.

The notice period is three months if you have not agreed otherwise. If you rent a residence where you have access to the landlord's residence, the notice period is one month. The deadline starts from the first day of the month after the termination is given. If you give notice of termination on the 20th of January, the deadline starts on 1st of February. If the notice period is three months, it expires at the end of the third month, in other words on the 30th of April.

It is important to keep in mind that many different types of termination rules are allowed in tenancy contracts. For example, it is allowed to have a regular fixed-period tenancy, where the tenant has a one year's binding period and the contract cannot be terminated in that period. It is also allowed to agree that the contract can only be terminated in a specific month each year.

6.2.2. What if you want to terminate the contract yourself?

If the contract states that you may terminate it, you may terminate the tenancy agreement in accordance with the agreed notice period or, if there is nothing in the contract about the notice period, in accordance with the notice period stated in the law. You can read about the notice period in the section "Period of notice" above.

The landlord cannot object to your termination, and according to the law, it is not required that the termination be in writing. However, many contracts have terms stating that the tenant also has to give a written termination. If your contract has such a term, then you must terminate the contract in writing regardless. Whatever is stated your agreement about this, it is always advisable to terminate the contract in writing to make sure that the landlord sees the termination. For example, you may ask the landlord to sign that he has seen your termination. This way you can avoid disagreements about when the contract was terminated.

6.3. DISCHARGE OF CONTRACT (CANCELLING THE CONTRACT)

Cancelling the contract means that the tenancy ends immediately. This normally involves that you have to move out immediately. All the duties you and the landlord have by the contract will cease immediately when the contract is cancelled.

Nonetheless, anyone who has breached the contract could be liable for financial loss that the breach of contract has caused. In order for the tenancy to be cancelled, there

has to be a fundamental or serious breach of contract.[108] Firstly, this means that one of the parties to the contract must have broken the contract. Secondly, the breach has to be serious enough for it to be reasonable for the other party to want the contract cancelled immediately.

6.3.1. The landlord's cancellation of the contract

What gives the landlord the right to cancel the contract?

In order for the landlord to be able to cancel the contract, you must have seriously breached your obligations. By law, the landlord may only cancel the contract if one or more of the conditions below are fulfilled.[109]

- You have fundamentally or seriously breached your obligation to pay rent or meet other requirements arising from the tenancy. For example, if you pay the rent late several times or have not paid the deposit, this is something that might justify cancelling the contract.

- Despite a written warning from the landlord, you have severely violated your duty of maintenance or have acted, and continue to act, in a manner that is serious or to annoyance for the landlord, the property or the neighbours. For example, if you take bad care of your residence, or make a lot of noise when your neighbours sleep, it is something that over a period of time can give the landlord the right to cancel the contract.

- You have wholly or partly allowed others to use the residence without the landlord having allowed you to do so and continue to do so even if the landlord in writing has objected to this.

- You have used the residence in a different way or for purposes other than stated in the contract, without the landlord having allowed you to do so, and you continue to do this even if the landlord in writing has objected to it. For example, if you have rented a residence to use it to live in, you cannot use it as a rehearsal room for your band without the landlord knowing that this was the reason why you rented the residence (or allow it afterwards).

- You breach your obligations according to the contract in a way that makes it necessary for the landlord to cancel the contract. This last point is a rule of law that exists for the cases that do not fit one of the four points above. For example, if you are doing something criminal in the apartment, such as growing narcotics, it will not necessarily harm the residence, and there may not be something the neighbours will notice. But if the landlord becomes aware that you do such things in the apartment, he may cancel the contract.

What amounts to "serious" according to these points above must be considered specifically in each case, and it is difficult to specify what is needed for the landlord to have the right to cancel the contract. If the case goes to court, the court will consider

[108] Tenancy Act sections 9-9 and 2-12.
[109] Tenancy Act section 9-9.

how serious your breach of contract has been. Several reasons for cancellation can be considered together. If you do both unwanted activities in the apartment, and make noise and damage the residence, it could give the landlord enough reasons to cancel the contract, even if the activities separately would not be enough.

What are the requirements for the notice of cancellation?

The landlord's cancellation needs to be in writing and justify why he is cancelling the contract. It may include a requirement for you to move out immediately, but it could also give you a deadline for when you have to move out.

If the landlord does not write a justified cancellation, he will not get help from the Execution and Enforcement Commissioner (*"Namsfogden"* or *"Namsmannen"*) to throw you out. For example, if the landlord calls you and says he cancels the contract, you do not need to do anything until you have received a written and justified notice of cancellation.

Compensatory damages by the landlord's cancellation

The landlord may claim compensation from you for loss of rent income for the time that you would otherwise have paid for. But the landlord has a duty to make the financial loss as little as possible. This will typically be by obtaining new tenants as quickly as possible. If the landlord does not try to mitigate his financial loss, it may lead to him getting less compensation. The landlord may also claim to get covered other financial loss as a result of the cancellation.

What if you want to cancel the agreement yourself?

In order for you to cancel the contract, there must be a "serious breach" of the agreement.[110] The question is whether the landlord has breached the contract in a manner that is so fundamental and serious that it will be reasonable that you cancel the contract. This must be decided on the basis of the circumstances of the individual case. When considering whether your cancellation is reasonable, it will, among other things, be emphasized:

- how serious the landlord's breach of contract is
- how long the breach of contract has lasted
- what the breach of contract means to you
- the possibility of instead demanding lower rent or reduction of rent, fix of defect, or terminating the agreement in the usual way
- to what extent the landlord is at fault for the breach of contract
- whether you have informed the landlord of any faults or defects

The most common conditions that make tenants want to cancel the tenancy are that the landlord does not maintain the residence as he should by the contract, that he does not fix defects and damages to the residence and that he locks himself into the residence without the tenant having said that it is okay beforehand.

[110] Tenancy Act sections 5-7 and 2-12.

The assessment of whether you have the right to cancel the contract is complicated. The most important thing to keep in mind is that it usually takes a lot to cancel a contract. If you want to cancel the contract due to defects and damages in the residence, a rule of thumb is to think that the residence should almost be uninhabitable in order for you to be able to cancel the contract. If there are more defects and faults in the residence, these are assessed together.

It is also important to remember that you may be liable for the landlord's financial loss if you cancel the contract without actually having the right to do so. Therefore, we advise you to contact Jussbuss or others who provide legal assistance if you consider considering cancelling the tenancy.

How do you cancel the contract?

There are no requirements for the tenant's notice of cancellation. That means you do not have to write anything to the landlord. However, to make it easier to prove what made you cancel the contract and when you cancelled it, it is advisable to do so in writing. In addition, you should also write the reason for the cancellation.

It is important to consider carefully how serious the situation is before you cancel the contract. Is it possible that the problem could be solved if you ask the landlord to correct the defect, or it may be possible that it is enough with a reduction of rent instead? If the answer to this is yes, it is often better to demand a fix or reduction of rent instead of cancelling the contract.

6.4. SPECIAL WAYS OF TERMINATION

6.4.1. What happens to the tenancy if the tenant dies?

If the tenant dies,[111] it is natural that the tenancy ends. The landlord and the deceased’s estate have both the right to terminate the contract with three a months' notice period. This applies even if a longer notice period has been agreed or if the agreement cannot be terminated. The late tenant's spouse or partner who lives in the residence will have the right to take over the tenancy if he or she wants. The same applies to children, grandchildren or great-grandchildren who have lived in the residence for the last six months before the death. Surviving cohabitants who have lived together with the deceased the last two years before the death, also have the right to take over the tenancy.

Persons other than those mentioned above are not entitled to take over the tenancy. However, the landlord may agree with others that they take it over.

If the landlord wishes to terminate the agreement after the tenant's death, he must send a written notice of termination to the tenant's spouse, partner, children, grandchildren or great-grandchildren as mentioned above. The notice shall state that you must notify in writing that you want to take over the tenancy, and that this must take place within one month after you have received the notice.

[111] Tenancy Act sections 8-2 and 9-10.

6.4.2. What happens with the tenancy at the breakdown of a relationship?

In the event of a divorce or separation, it is natural that one of the parties terminates the tenancy. In these cases, one can take over the spouse's or partner's tenancy right if the other moves out. If both you and your spouse have signed the contract, you will still be able to continue to rent if he or she moves out. A cohabitant may also have the right to take over the tenancy agreement.[112]

[112] Tenancy Act section 8-3.

7. SETTLEMENT AT THE END OF THE TENANCY

7.2. STATE OF THE RESIDENCE

The Tenancy Act allows the parties to agree upon how the residence's state should be when moving out. In theory, one can agree that you should return the residence as if it were completely new, even if it had some wear and tear when you moved in. It is therefore important to read the contract carefully before signing.

Firstly, we will explain what the law's standard rules of returning the residence is. Secondly, we will go through some points it is common to agree on when returning the residence to the landlord.

7.1.1. The law's requirement for the state of the residence when returning it

When the tenancy ends, the residence shall be returned tidy, clean and in the same condition as at the start of the tenancy.[113] The residence is regarded as returned when the landlord has received the keys and has otherwise regained unimpeded access to the residence. If the residence is in the same state as when you moved in, the landlord cannot demand more of you than cleaning the residence properly before moving out. The cleaning does not have to be as good as that of a professional cleaning company, but the residence must be cleaned better than you usually do when guests are coming over. If necessary, clean the walls and ceiling too. Remember to pull out any furniture from the walls so that you can clean there as well. You should clean both the walls and ceiling if you have lived in the apartment for a long time or if it is dirty. It is also important to clean well inside cabinets, drawers, the stove etc.

During the tenancy period, the residence is bound to suffer some wear and tear no matter how careful you treat it. This is called "normal wear and tear". If the residence has only been subjected to such wear and tear and is not damaged more than what is normal, the landlord cannot claim reparations from you to fix the tear.

7.1.2. Remember that the contract can be different from the law!

It is important to be aware that your duties according to the contract may differ from the law. Several tenancies have their own rules for reparation of the apartment when moving out. These terms are often stricter than the rules in the law. For example, there are contracts that have terms that you have to polish the floor when moving or that you have to paint the entire residence. There are also contracts which state that you have to return the residence without any nail holes in the walls. It is also allowed to agree that the residence cannot be returned with “normal wear and tear”.

Therefore, it is allowed to agree on strict requirements for maintenance, and if you are not aware of it when you use the residence, you might suddenly end up with large financial claims against you when you move out. Therefore, it is important that you read the contract carefully before signing it. If you are in doubt as to whether your

[113] Tenancy Act section 10-2.

contract has particularly strict maintenance rules, you can contact Jussbuss or others who provide legal assistance.

7.1.3. Significant improvements to the residence

If you have made significant improvements to the residence, for example by installing a new kitchen or by changing the floor of the living room to a much better floor, you may demand payment from the landlord upon termination of the tenancy.[114] The amount shall correspond to the benefit the landlord has received from the improvements. This means that you can get money for the financial benefit the landlord has received from the work you have done in the apartment. However, this does not apply if it is agreed in advance that you will not be paid for the work. At the same time, it is important to remember that if you have made changes to the apartment without the landlord accepting it, the landlord may normally require you to change the residence back to the state it was when you moved in. Therefore, it is important to talk to the landlord before making any changes to the residence. You can read more about this in section 5.6.1. "*The tenants right to make changes to the residence*".

7.2. THE DUTIES OF THE PARTIES

7.2.1. The landlord's duty to give notice of defect

If the landlord wants to make a claim against you, he must do this within a "reasonable period" after he should have discovered the defect.[115] This is called a "notice of defect". The time you moved out is normally when the landlord should have discovered the defect. What a "reasonable period" is, is different from case to case. A professional landlord usually has to give a notice of defect fairly quickly after the tenant moves out. But as long as the landlord give a notice of defect within two weeks from the date you moved out, the notice is usually considered to have been given within a reasonable period of time. If the landlord has to do more extensive research to find out what he can claim, he may get an extended period of notice.

If you have acted with gross negligence or have hidden defects you knew about, the landlord can make a claim against you even after the period stated above. For example, if you have moved the sofa to another wall to conceal that you have broken the wallpaper, the landlord may demand that you fix the wallpaper, even if he discovers it after two weeks.

7.2.2. Does the landlord have to write anything to claim money for defects?

No. It is wise for a landlord to give a notice of defect in writing, but there is no requirement to do so. The landlord must provide as accurate information as possible about what he is dissatisfied with and the extent of the claim. Based on this information, you must be able to assess whether you want to accept the claim. However, there is no requirement for the landlord to say exactly how much he will

[114] Tenancy Act section 10-5.
[115] Tenancy Act section 10-3.

demand when he first gives the notice. Nevertheless, he must specify it when the claim for payment itself comes.

7.2.3. Can you protest on the claim?

Yes. If you do not agree with the landlord's claim, but he stands his ground, the landlord may file a complaint to the Rent Disputes Tribunal (*"Husleietvistutvalget"*) or the Conciliation Board (*"Forliksrådet"*) to determine the validity of the claims. This is necessary for him to do in order to be able to enforce his claims through the Execution and Enforcement Commissioner (*"Namsfogden"* or *"Namsmannen"*). The landlord cannot claim the money through the Execution and Enforcement Commissioner as long as you disagree with the claim. The landlord must then get a court decision for his claim.

7.2.4. Consequences of the residence having defects

Unless otherwise agreed upon, you must cover general expenses for the repair of wear and tear and damage that go beyond "normal wear and tear". This does not apply if the landlord is obliged to fix the wear and tear or damage. If you have not cleaned the residence, the landlord may also demand you cover expense for cleaning.

The landlord may only claim to get "necessary expenses" covered. This means that the landlord cannot claim more money from you than what it actually costs to repair the damages. Therefore, you should ask to see the price offer or receipts to see if the landlord's claim seems reasonable. The landlord must also limit his expenses. For example, that means he cannot demand that you pay for a brand-new kitchen if only the worktop is damaged. Furthermore, the landlord cannot replace the broken worktop with one that is much better and more expensive. You just have to pay for what a similar worktop would have cost.

However, it is important to emphasize that you are not responsible for damages due to incidental accidents that have occurred without your influence. If the neighbour's tree falls on the residence and breaks the windows, the landlord cannot claim that you pay for new windows as long as you have not agreed to cover such damage.

If the residence suffers from defects and the landlord has sent a notice of defect in time, you must usually cover the repair costs for these.[116] However, repair of defects that have arisen due to lack of maintenance for which the landlord himself is responsible, must be paid for by the landlord himself. The scope of the landlord's maintenance duty can be agreed upon in the contract. If there is nothing about maintenance in the contract, the rules of the Tenancy Act will apply. You can read more about this in section 5.4. *Maintenance Duty*.

[116] Tenancy Act section 10-3.

8. COURT TRIAL AND FREE LEGAL AID

Free legal aid is legal assistance wholly or partly covered by the state. Free legal aid includes both free legal advice and free trial. Free legal advice is guidance and help in legal matters. Free trial is legal aid in cases that are brought before the courts.

If your income and fortune are below certain limits, you may be entitled to free legal aid in cases of termination and eviction. You can also apply separately to the County Governor (*"Fylkesmannen"*) for free legal aid in other cases.

The income limit for free legal aid is currently (2019) NOK 246,000 for singles and NOK 369,000 for spouses and others living together with a shared economy. The fortune limit for free legal aid is currently (2019) NOK 100,000. The contributions to legal costs for free legal advice is today (2019) NOK 1,150. These limits may change. You can get more information about this from the County Governor.

If you contact a lawyer, the lawyer is obliged to provide guidance and possibly apply for free legal aid on your behalf if you request it, or if the lawyer believes the case gives you the right for free legal aid. Furthermore, a large part of the expenses of a lawyer can be covered through a regular home insurance. It is important to remember that if you initiate legal proceedings against your landlord and lose, you may be liable to cover the landlord's court costs, such as legal expenses. Many home insurances also cover such costs to a certain extent.

In tenancy cases, the case is usually taken to the Conciliation Board (*"Forliksrådet"*) in the counties where the residence is. In the counties of Oslo, Akershus, Hordaland, Nord- og Sør-Trøndelag, cases concerning tenancies are handled by the Rent Disputes Tribunal (*"Husleietvistutvalget"*). In these counties, you must direct your complaint to the Rent Disputes Tribunal and not the Conciliation Board. If you rent a residence from a professional landlord, you may address your complaint to the Rent Disputes Tribunal regardless of the location of the residence. The Conciliation Board and the Rent Disputes Tribunal are both meant to function in such a way that neither the plaintiff nor the defendant need to have a lawyer present. You can contact the Rent Disputes Tribunal if you are wondering if you can file your case to them.

9. WORDS AND PHRASES IN THE TENANCY ACT

When you read the Tenancy Act, you will encounter some words and phrases that you probably do not use in your daily speech. Here, we will briefly explain what some of these expressions mean:

Access to termination:	The ability to end the tenancy.
Availability for occupation:	Taking over the residence when moving in or returning the keys and access to the residence when moving out (handover).
Basement flat:	A residence with a private entrance in the basement of a detached house or a semi-detached house.
Change of ownership:	If the landlord transfers the property to another
Change of tenant:	If you and the landlord agree that someone else will take over the tenancy, it is called a “change of tenant”.
Conciliation Board:	The lowest court in civil cases. The main task of the Conciliation Board is to solve problems in mediation or by judgment. The Conciliation Board exists in all municipalities in Norway.
Court decision:	A legally enforceable decision from the court.
Defect:	If the residence you rent is damaged or something is destroyed, it has a defect.
Deposit account:	An account in a bank in the tenant's name used only for deposit (security).
Due date:	The time when you at the latest have to pay rent.
Eviction:	To be thrown out of the residence, for example by the Execution and Enforcement Commissioner (*“Namsfogden”* or *“Namsmannen”*).
Expiry date:	The time you have agreed that the tenancy ends.
Formal requirements:	Requirements for how, for example, a termination must be written for it to be valid
Guarantee:	Providing security or assurance of a trait or feature of the residence.

Inclusion as a member of household	That someone moves into the residence with you.
Integrated:	Something built into the residence, for example a built-in refrigerator in the kitchen, or an air-condition in the living room.
Invalid:	When an agreement is invalid, you will no longer be bound by the agreement. It will be as if the agreement was not signed at all. If only a part of an agreement is invalid, the rest of the agreement will be binding.
Inventory:	Objects in the residence, such as furniture, lamps, cabinets and shelves.
Joint and several liability:	All the tenants are together (jointly) responsible to the landlord for claims the landlord may have in connection with the tenancy. The landlord may pursue whichever tenant he wants for the entire claim.
Legal proceedings:	The process of having a dispute settled by a court (possibly the Rent Disputes Tribunal or the Conciliation Board).
Limited tenancy period:	A tenancy that lasts a specified time period.
Loft/attic flat:	The upper floor of a residential building.
Maintenance:	Keeping your residence and inventory in order by keeping it clean and making sure it does not get damaged or by repairing it.
Movable property:	Things that can be moved. A television, books and clothing are examples of movable property. The opposite is immovable property, such as a house.
Notice of defect:	Giving a notice of faults in the residence and demanding something due to the fault.
Penalty interests:	If you do not pay the money you owe at the agreed time, you must pay penalty interests.
Remuneration:	Payment.
Rent Disputes Tribunal:	The Rent Dispute Tribunal (*"Husleietvistutvalget", or "HTU" for short)* processes disputes that arise in

	tenancies in Oslo, Akershus, Hordaland, Sør-Trøndelag and Nord-Trøndelag.
Rent evaluation board:	A group of people assembled by the district court with the competence to decide the current level of rent. In Oslo, Akershus, Hordaland, Sør-Trøndelag and Nord-Trøndelag, the Rent Disputes Tribunal also acts as the rent evaluation board.
Rent reduction:	When you pay less in rent, most often because the residence has a defect.
Semi-detached house:	A residential house that has two separate living units.
Sublessee:	The one who rents the residence from you when you sublet.
Sublessor:	If you sublet a residence you rent you are the sublessor (main tenant).
Subletting:	Sub-rent or sublease. This means to rent out a residence that you rent from a landlord yourself.

10. WHERE CAN YOU GET HELP?

Free legal aid clinics run by student

Jussbuss:	Tel. 22 84 29 00
Juridisk Rådgivning for Kvinner:	Tel. 22 84 29 50
Jussformidlingen i Bergen:	Tel. 55 58 96 00
Jusshjelpa i Nord-Norge:	Tel. 77 64 45 59

Other agencies

Leieboerforeningen	www.lbf.no
Huseiernes landsforbund	www.huseierne.no
Oslo county free legal aid	www.oslo.kommune.no – search for "fri rettshjelp" or "free legal aid"
Advokatvakten	www.advokatenhjelperdeg.no
Rent Disputes Tribunal	www.htu.no
Conciliation Board	www.forliksraadet.no
The Execution and Enforcement Commissioner	www.politi.no
Lovdata	www.lovdata.no
Mediation service (*"Konfliktrådet"*)	www.konfliktraadet.no