

Tenancy agreement for an apartment



FROST EIENDOM AS
Hornebergvegen 7A
7038 Trondheim
Tlf 73 96 97 00
Faks 73 96 97 10
Org.nr 980 127 850
eiendom@frost.no
www.frost.no

1. LANDLORD: FROST EIENDOM AS
Org. nr.: 980 127 850

2. TENANT: Name:
Social security number:
Phone:
Household members;

3. RENT OBJECT Address:

Unfurnished in Level/floor as a private residence only.
Apartment
Tenancy Contract does not include rent of parking lot

4. RENTAL AMOUNT: Rent per year: NOK. Including cable-TV
Rent per month: NOK. Including cable-TV

Rental payment shall be paid and due in advance the first in every month.

Payment shall be credited the landlords account: 8601.08.02824

First rental payment due
date

Rent received after the first of the month will be subjected to a rate according to the overdue interest law and the landlord will require the laws highest fee with every payment delay.

5. ENERGY:

a) Hot water radiator heating/ joint power and % Total usage, according to
statement of account annex 13.01.

6. DURATION: The tenancy commences on At. 12 PM
The tenant is informed about the previous tenants move out date. Should the previous tenant not vacate the apartment in the specified time will the tenancy be postponed until the previous tenant hands over the property in the condition the landlord may require due to the Norwegian Tenancy Act "Husleieloven" § 10-3.

The contract is indefinite and may be terminated by either party With 3 months' notice.
The notice is effective from the first of each month and move out day will be set to the end of the calendar month, the 3 months' notice expires at 12 PM

7. WARRANTY / DEPOSIT: Deposit amount is NOK. Equivalent to 6 months' rent as security for owed rent, damage to property, cost of eviction and other claims arising due to breach of tenancy agreement/contract. The deposit shall at all times be adjusted in line with the changes in the rent so that the deposit balance at all times is 6 months' rent. This adjustment is at all times the tenant's responsibility.
The deposit shall be placed in an interest-bearing account in the bank as instructed by the landlord. Interest rates are calculated annually. The portion of the interest rates that is not used to adjust the deposit balance until 6 times month's rent belongs to the tenant.
Tenants herby agree that the Landlord may receive current account information regarding the tenant's deposit account.
As long as the rent contract is ongoing either of the parties may dispose of the deposit amount on their own or without consent. Tenants are not permitted to access the apartment until payment is confirmed paid into the deposit bank. Delayed payment of deposit does not relieve the tenant for liabilities in accordance to this rental agreement. The tenancy contract is not binding to the landlord before the agreed deposit is available.

Deposit account:

8. RELEASE AND REQUIREMENT OF RESIDENT:

Tenants have inspected and examined the property before entering into the agreement and acquired the property in the condition it was during the inspection time – cf. The Tenancy Act § 2-5. Factors that could/should have been detected by such an inspection cannot be invoked as a deficiency. Tenant loses his right to defect if he has not given the landlords a written notice of the defect within a reasonable time after he should have discovered the defect. Compensation for indirect consequential losses cannot be claimed. Otherwise refer to the Tenancy Act's provisions due to correction, reduction in rent and more.

9. RENT PRICE PROTECTION:

Each party can claim the rent changed without termination of the tenancy with these restrictions:

- The change must not equal more than the change in the consumer price index in the period after the last rent determination.
- Change can be implemented at the earliest one year after the last rent determination was implemented, and
- The other party must be given a written notice at least one month before the change is implemented.

If the tenancy has lasted at least 2 years and 6 months without any change in the rent than the rent according to the Tenancy act § 4-2, can either party without notice request that the rent is set to the current level of rent implementation according to rental of similar properties in similar condition. According to rent determination due to the first point could there been made deduction for the part of the rental value caused by the tenant's improvements and efforts. Adjustment of rent due to section two can be implemented at the earliest 6 months after it is submitted a written request. And the earliest one year after the previous change in the tariffs were implemented. If the parties fail to agree on what the current level of rent is, each of them can claim that it will be adjusted according to the provisions of the Tenancy Act § 12-2.

No reimbursement is given the tenants for improvements done to the property their returning, even though it is given a written permission to accomplish the implementations.

10. THE PARTIES OBLIGATION IN RENTAL PERIOD:**Tenants obligation:**

Change in the tenant's household shall voluntarily be reported to the landlord. Changes beyond those mentioned in the Tenancy Act 7- 1. First sentence require approval from the landlord.

The tenant has no right to sublet or otherwise assign the lease to others without the prior written consent of the landlord.

Tenants cannot use the property for any purpose other than agreed. Tenants are required to treat the property with due care and according to the Tenancy Act. Tenants are required to maintain normal law and order on the property, and are at any time obligated to comply and obey with the landlords current house rules, see Appendix 13.02.

Animals are not allowed in the property without a written consent from the landlord. Consent may be given if there are good reasons for it or if it's not a disadvantage to the landlord or other users of the property.

The tenant agrees to ensure at his/her own expense; the maintenance of the property, including all interior maintenance as well as maintenance of doors. Windows, balcony and terrace. This includes – but is not limited to:

Maintenance / replacement of locks and accessories, windows / glass & gaskets, hinges. Maintenance / replacement of water pipes and drains until common and public facilities, water traps, faucets, sinks, toilets, cisterns, etc. This work must be carried out by an authorized plumber. Maintenance / replacement of electrical systems such as connectors, fuses, switches and wiring up to the public supply system shall at all times be carried out by an authorized electrician. The tenant shall also provide and pay for maintenance and renewal of floor coverings, paint the ceiling, paint wallpaper on interior walls and surfaces and components that in general are used in the apartment.

When the tenant wishes to undertake renewal or renovation, the landlord must be notified in advance and approval of the amendment must be obtained. A renovated and altered apartment shall with termination of residency, unless otherwise is stated in the pre – approval from the landlord, be returned in its original condition.

Work that is covered by the Tenant's maintenance obligation shall be performed in a professional manner, without undue delay. If this is not done, the landlord has the right to carry out maintenance / replacement on the tenant's cost (expense).

The rental apartment must be heated when there is danger of frost. The tenant is obliged to cover all damage and any damage caused by members of the household, sublets or other the tenant have given access to the property, within the framework of the Tenancy Act § 5-8 sets.

The tenant is obliged – at his/her own expense to obtain a Home/contents insurance policy . Should the tenant omit to take out insurance, he will be liable for damage to rental object and common areas that are covered under such insurance. A current insurance limit, however, does not affect the tenant's general liability. When an injury is covered by the tenants as well as the landlord's insurance, it shall be covered under the tenant's insurance. If a burglary in the apartment requires repair and replacement of damaged doors and windows as far as the expenditure is covered by regular home insurance. Tenants shall cover possible deductible.

There are neither bedbugs nor other vermin in the building complex. The liability that the tenant has includes any expenses that come with the eradication of such vermin when it is the tenants fault that this is brought in to the building

If the tenant detects severe damage to the property that must be repaired without delay, the tenant is obliged to immediately notify the landlord. Other minor damage to the property that the tenant is obliged to notify within a reasonable time.

The tenant is obliged to undertake that which can reasonably be expected to prevent economic loss to the landlord as a result of damage mentioned in the Tenancy Act § 5-5 first paragraph, first point. If the tenant is not liable for the damage, the tenant may require reimbursement for his expenses on the project and a reasonable compensation for work performed.

The tenant is obliged to give the landlord or landlord's representative access to the property for inspection. The tenant is obliged to provide the landlord or his agents, reasonable access to the property to carry out required maintenance, alterations or other work that must be undertaken to prevent damage to the building or property in general.

The tenant must be notified within reasonable time before making inspection or maintenance work. Before work can be performed as mention in the Tenancy Act § 5-4 commence, the tenant shall be notified as mentioned in the Tenancy Act § 9-6 first paragraph.

Provisions on the first paragraph, first point does not apply if it's necessary to take measures to prevent damage to the apartment or the property in general and it is not possible to notify the tenant.

The landlord can use their own key in those cases this is necessary, cf. Tenancy Act § 5-6. The landlord is entitled to 3 months prior written notice to require changes preformed in the property without the consent of the tenant.

Landlords obligations:

The Landlords obligation during the lease period is to have the property available for the tenant's disposal according to this Tenancy Act.

Unless otherwise is agreed, the landlord is obliged, during the leasing period to maintain normal order in the property.

The landlord is deemed responsible for exterior maintenance with the exception of the criteria above that is subject to the tenant but also maintenance of aisle stairs, elevators, common rooms common wiring / installation for water and energy.

11. TENANT AGREEMENT VIOLATION// EVICTION- CLAUSE:

The tenant accepts that enforcement may be required if the agreed rent or additional service is not paid and tenant within 2 weeks after a written notice by the enforcement Act § 4-18 has not vacated the dwelling cf. Enforcement Act § 13-2, third paragraph a).It shall in the notification, be written that an eviction order will be filed if the property is not vacated, but also that eviction can be avoided if the rent with interest and cost are paid before the eviction are conducted.

The tenant accepts that eviction may be required when the contract has expired, cf. § 13-2 third paragraph b) of the Enforcement Act.

If the tenant otherwise commits any substantial breach of the tenancy agreement, the Agreement can be terminated, cf. Tenancy Act § 9-9. Tenants are obliged to vacate the property without unreasonable delay. If the property is not vacated, the landlord may demand eviction by the Enforcement Act § 13-2, third paragraph subsection c) A tenant who is evicted or given an eviction request by the landlord due to dishonor or deviation from as a result of bankruptcy or petition of eviction, is obliged to pay rent for the time that remains of the rental period. Payment obligations terminates when the landlord receives new tenants for the apartment for either the same rent or higher. The tenant will have to pay the cost of eviction, lawsuit, cleaning and clearing the apartment brings with it, but also the cost related to renting it out. This clause does not restrict the compensation obligation due to the Tenancy Act provision. In cases of eviction due to breach will section 12 apply. Offenses committed by the tenant, his household or his visitors within the building complex are always considered a material breach of the rental contract and a violation of house rules. Illegal purchase, possession, use or sale of drugs applies equivalent.

**12. TENANCY
TERMINATION:**

In the period prior to moving out the tenant is obliged to a reasonable extent, to provide the landlord and possible new tenant's access to view the property.

The Apartment with furniture and accessories shall be cleared and cleaned in accordance to the contract and workmanlike, in a well maintained condition cf. paragraph 10.

The cleaning includes – but is not limited to – inside and outside window cleaning, polishing benches and fittings, cleaning in / under and on top of cupboards, dusting and stain removal of moldings and door wings, cleaning of drains and water traps and the removal of stain and waxing of vinyl floors.

At handover, the apartment's surfaces should be clean and free for living marks as the apartment must be ready to use for the next tenant. The tenant may not remove devices that are incorporated in the apartment unless he returns the apartment in the same condition it was during the takeover. Units that are not removed by the previous tenant go to the landlord without compensation. The landlord may require a removal of the installation that he does not wish to take over.

Is the apartment in worse condition than what was agreed, the landlord can claim the necessary expenses for improvements.

Should it arise that the tenant has not returned all keys, etc. at the termination of the tenancy; the tenant will be liable for all costs the Landlord incurs as a result. This includes the responsibility for the cost of replacing locks and keys. The lack of maintenance gives the landlord the right to use from the deposit account, cf. due to the tenant's liability for maintenance.

Rent shall be paid by the tenant until the apartment is renovated and in a restored condition with all keys, and the notice period either has expired or the next tenant has taken over the apartment.

The day the tenancy is terminated, the tenant shall make the property available with accessories to the landlord. Unless otherwise is agreed, the return will occur when the landlord has received all keys and has full unrestricted access to the property. If the tenant vacates the property in such a condition according to the tenancy agreement the landlord immediately will have full disposal of it.

Any personal property left behind in the apartment or building complex that is assumed to belong to the tenant or someone in the tenant's household, can the landlord at the tenant's expense dispose of this property. Pure waste and rubbish will be disposed of immediately. The landlord can and will charge a reasonable fee for this. The landlord shall in writing, encourage the tenant to retrieve personal property if this is possible.

The landlord can withhold the movable property until the cost of storage is covered or adequate security is set. The landlord may sell the personal property on the tenant's expense if the cost or disadvantage of storage is unreasonable, or if the tenant waits an unreasonably long time to pay cost or to acquire their property. Is there a reason to believe that the sales price will not cover the sales cost; the landlord instead can prevail over the goods in any other advantageous way.

13. ANNEX:

In addition to this document are the following to be considered as part of this Tenancy Agreement:

13.01 Energy Agreement dated 01.01.2011 with any subsequent changes.

13.02 House rules dated 01.01.2011 with any subsequent changes..

**14. SPECIAL
PROVISIONS:**

The tenant cannot – without the landlords written consent – court record the Tenancy agreement..

**15. CIRCUMSTANCES
TO THE TENANCY
ACT:**

The Norwegian Tenancy Act of March 26th 1999 No. 17 applies fully to this lease contract to the extent that the law is not waived in the Tenancy agreement. In case of conflict between the Agreement and the Tenancy Act's mandatory regulations are provisions of the agreement before.

This Agreement is issued in two – 2 – copies including one – 1- for each party.

Trondheim, _____

Trondheim, _____

Landlord

Tenant(s)

ENERGY AGREEMENT – ANNEX 13.01 TENANCY AGREEMENT
(Updated pr. 01.01.2011)

As a tenant of an apartment in Ola Frosts veg I order with this agreement power and district heating according to the following rules:

1. **All energy spent on district heating** and water consumption for heating the apartments and common areas are measured by a joint measurer through the collecting subscription sign on behalf of the tenant by the landlord.
2. **All energy spent on electrical power** to the elevator, ventilation, outdoor lighting, lighting in common areas, lighting in the apartments, stoves, refrigerators, freezers, radio / TV, etc. (i.e. all electrical power for running the common areas and to all apartments) are measured with joint measures in collection subscriptions signed on behalf of the tenant by the landlord.
3. **Heat pump system:**
There is a heat pump system installed that recycles energy from exhaust ventilation air. Expenses due to maintenance and operation of the heat pump, ventilation fans, radio system with pumps, automation control, etc. is founded through the sale of the net energy recovered at the market price (i.e. At all times the current price of heating TEV)
4. **Energy Distribution Fractions** are calculated for all the properties as a whole unit, and therefore will each unit carries it proportionate share of the energy bill each in accordance with the energy fraction in the rental contract, paragraph 5b. Energy consumption is paid with a monthly account amount in accordance with Section 4 of the Tenancy contract, and settled semiannually.
5. **Reduced energy bill due to absence** can be achieved if an apartment is closed for more than 2 months, and all keys are returned during the absence to the landlord or show host and the absence is notified in writing at least 2 weeks prior to departure. Energy Bill percentage it then calculated first out of the absence apartment(s). (e). 70 % of the cost is reversed to the remaining major expense distributed to the other apartments. 30 % of the cost will still be returned to the absent tenant as a percentage of energy use for the common area and geothermal energy in the apartment.
6. **The landlord** shall pay the maintenance of the common technical facilities, joint lines, common area's courses, links, fuses, wires etc.
7. **Tenants must pay the maintenance** of all equipment, radiators, distributions, connections, gaskets, plugs, fuses, etc. and all pipes and wires inside the apartment and up to the branch to the joint wire.
8. **Future changes in the energy plan** could be implemented by the landlord (land owner) with 3 months prior written notice.

HOUSE RULES – ANNEX 13.02 TENANCY AGREEMENT (Updated pr. 01.01.2011)

Each tenant is responsible for making sure that the house rules are followed. The apartment must not be used in such a way that it disturbs others. The house rules are more than just an obligation, they are also intended to ensure that everyone who lives here can enjoy peace, quiet and comfort while they are at home.

GENERAL HOUSE RULES

It is each tenant's responsibility to make sure that the common areas are kept tidy and in good condition. Waste should be disposed of in an environmentally sound manner. In order to facilitate cleaning, doormats should not be placed in front of the entrance doors in the corridor, but on the inner side of the hall. The landlord is responsible for cleaning the common passages and staircases, and pay for this service is included as a part of the rent.

Airing of clothes, furniture, carpets, bedding, etc. must be carried out on a patio or other assigned space. Prams should be kept in the storage area in the basement if they cannot be brought fully into the apartment.

There is a defined bicycle parking area. The main entrance doors should always be kept locked.

Be careful to avoid fire. Fire instructions should be posted in the apartments.

QUIET IN THE HOUSE

It should be generally quiet in the house after 23:00. Loud conversations and noise in and outside the apartment (in stairways, corridors and halls) must not occur after said time. Stereo equipment must not be used at such volume that it annoys other tenants. Between 23:00 and 07:00 vehicles should preferably not stop for loading and unloading just in front of the entrance door to the house. The tenants are responsible for ensuring that their guests adhere to the same rules.

Repeated violations of the above rules that lead to complaints from other tenants may be regarded as a breach of the rental lease.

Smoke detectors will have been installed in all apartments when the tenant first takes occupancy, but the tenant must regularly check the battery's function and replace the battery at his or her own expense if necessary.

TRASH SORTING

There is curbside waste collection at all our properties. Garbage should be sorted and disposed of in containers / rubbish bins according to instructions from the Public Works Department. Bags of waste should always be tied tightly closed. Garbage bags should never be left outside of containers / rubbish bins if they are full, but stored properly until there is space in the container again. Waste that can cause spontaneous combustion must never be disposed in the container / rubbish bin.

ENTRYWAY / DOOR - PHONE

Make sure that objects or furniture are not positioned so that they press on the house telephone. If one of the switches is pressed in this way, the entire house entry system is put out of service until the object is removed.

BATHROOM AND TOILET, PIPES AND FAUCETS

Only toilet paper should be put in the toilet, and nothing else. Disposing of anything other than toilet paper will eventually clog the drain. All waste pipes should be rinsed from time to time with drain cleaner to prevent the buildup of a grease coating on the pipes.

Make sure that the water tap is always shut off when not in use. Make especially sure all faucets are closed and will not be opened while the water is shut off for repairs or the like.

To prevent the risk of Legionella infection, the tenant should clean the shower head and shower hose quarterly. See the separate description of how this should be executed in attachment 13.03.

The Landlord has the main key to the property. He is provisionally not permitted to use this except in cases where there is reason to believe that there is danger (fire, water leakage, immediate maintenance needs, illness, etc.). A representative from the Landlord can in such cases let himself into the apartment accompanied by 1 person. Otherwise, the tenant will be notified of any required maintenance that requires access to the premises.

The tenant is responsible for ensuring that the house rules are respected by individuals in his or her residence and by sub-letters or anyone else who has been given access to the apartment or property in general.

These house rules are not meant to add unnecessary duties for the tenant. They aim to create orderly rules in a building that is a residence for many people, and to make this accommodation as pleasant as possible.