TENANCY CONTRACT

§1. The tenancy
The contract is made between the Landlord, the University Foundation for Student Life, and the Tenant:

for renting:

Hall :
House : Entr. :
Floor : Room :

Contract issued on:

§2. The contract made and the conditions for the tenancy
This tenan0cy contract shall cover accommodation needed by Tenant in a period in which the started course of study is the student's main occupation. Tenant is under obligation to notify Landlord immediately if he/she no longer satisfies this condition. If tenant no longer has the stated course of study as his/her main occupation, Landlord may terminate the tenancy contract.

The contract applies for accommodation in the Student House named above. Landlord is at liberty to decide, before the student moves in, the accommodation that shall be offered.

The conditions that apply for the length of the tenancy and the rents are contained in Appendix 1 hereto and are to be regarded as part of this contract. By signing this contract Tenants accepts that the costs and charges listed there may be imposed.

Tenant is under obligation to comply with the ordinary house rules stipulated by Landlord from time to time to ensure orderly conduct and proper care of the property. Tenant is also responsible for ensuring that persons he/she admits to the property also observe these rules. The regulations for student housing are given in Appendix 1.

Tenant must accept the contract and return a signed copy to Landlord immediately after the contract has been issued. Otherwise Landlord will be entitled to withdraw the offer of accommodation. In addition the tenant must pay a deposit.

If Tenant has not arrived at the accommodation on or within 14 days from the contract starting date (see §3), Landlord may cancel the contract with immediate effect. In such event Tenant will be charged half a month's rent.

§3. Term of tenancy
The tenancy contract applies from: 01.08.2007

to (both dates inclusive): 30.06.2008

Tenant shall vacate the premises by not later than 12 noon on the date stated, without further notice. If Tenant fails to vacate the premises, Landlord must, within 3 months from the expiry date of contract, send Tenant notice, in writing, that he/she must vacate the premises; if Landlord fails to do this, the contract will become subject to notice from either party.
If the key to the accommodation is issued before the contract starting date, rent shall be paid from the date of issue.
The contract is irrevocable in the contract period, but the landlord can terminate the contract because of breach of the contract.
If the tenant wants to move out in the contact period, he/she must find a new tenant that must be approved by the landlord. The tenant must give the landlord 1 –one- months written notice.

§4. Transfer
In the event of major redecorating/renovating or under circumstances where Landlord consider this necessary in order to maintain a good housing environment, Tenant may – during the term of contract – be required to move to other accommodation Landlord has available. Tenant cannot count on returning to his/her original accommodation. Landlord shall give at least one month's notice of such transfer, in writing. Tenant may apply for transfer to other accommodation Landlord has at disposal. Such removal shall take place on the conditions then agreed upon.

§ 5. Deposit
The tenant is obliged to pay a deposit (see Enclosure) unless otherwise agreed.
The deposit will in its entirety and throughout the entire period of lease serve as a guarantee for payment of rent and other, supplementary payments, and for any other possible liabilities vis-à-vis the landlord (see §§ 4,9,10,11,12,13,14 and 15).

§6. Rent
Landlord is entitled to alter the rent each year, based on the consumer price index and subject to 30 day's notice in writing. The rent is regulated 30.06 each year. If the tenancy has lasted for two years and six months or more, without any other adjustment of the rent than the adjustments according to the consumer price index, Landlord or Tenant may, without it being necessary to terminate the contract, demand that the rent be adjusted to the rent customary for renting similar accommodation on like conditions of contract.
Rent shall be paid in advance, before the last day of the preceding month. If rent is overdue, debt recovery proceedings may be initiated and the costs thereof will be charged to Tenant. Tenant is responsible for paying the rent from the date from which the tenancy contract applies, even if Tenant moves in later than that date. Tenant is responsible for paying the rent for the whole of the period of contract, even if he vacates the premises earlier. In the event of notice of termination from Tenant or Landlord, responsibility for the rent ceases at the end of the period of notice, even if Tenant has moved out earlier.

§7. Taking possession of accommodation
Landlord shall make the accommodation available to Tenant at the agreed time and in proper condition, cleaned, with whole windowpanes, and with locks – in working order – and keys for all external doors. Sewage, water supply, heating and electrical wiring to lighting points and sockets, heaters, sanitary equipment etc. shall similarly be in proper working order when Tenant takes possession of the accommodation. Complaints that the accommodation is not in the condition required by law or the contract, must be presented by Tenant in writing within a reasonable time after moving in. The complaint must state the things that must be remedied. If no complaint is received, the condition will be deemed to have been accepted.

§8. Landlord's obligations during tenancy
Landlord shall keep the building in good repair with the pipes and wiring necessary for drainage and supply of water, heating and electricity for light points and sockets. Furthermore Landlord shall ensure that there is adequate lighting in gateways, basement, stairways, corridors and loft and that gateways, courtyards and common spaces in basement and loft are kept clean and tidy. Landlord or his authorized representative shall ensure that peace and order are maintained.

§9. Tenant's obligations and responsibilities – change of accommodation
Tenant shall treat his/her accommodation and the rest of the property with due care and comply with the house rules drawn up by Landlord to ensure peace and order and proper care of the property. Tenant shall study the fire protection instructions for the building and comply with these. Tenant shall make good all damage caused by Tenant him/herself or by members of his/her household or by others Tenant has admitted to the accommodation of property. Tenant is not liable for damage or defects due to ordinary wear or age. The accommodation must not, without obtaining consent from Landlord, be used in any way other than stipulated or implied in the contract. Tenant must accept that Landlord or his authorized representativegains access to the accommodation when circumstances so necessitate. In regard to alterations and repairs se §§ 5-3 and 5-4 of the Rents Act (Norway). Tenant may not, without obtaining consent from Landlord, put up an aerial on the property of change or fit other locks.
Nor may Tenant effect any alterations to the accommodation, such as fitting fixed floor covering, removing, moving or exchanging heaters, cookers, furniture etc. Nor is Tenant permitted to paint or wallpaper the accommodation. Measures necessary due to tenant suffering from a handicap, may be performed provided written consent is obtained from Landlord. Consent may be refused if there is due cause to do so.

Contract to be signed on the back – turn!

TENANCY CONTRACT

§10. Tenant's obligations to report damage
All and any damage that must be repaired without delay shall immediately be reported to Landlord by Tenant. In the case of other damage to the accommodation Tenant shall notify Landlord within reasonable time. If Tenant fails to inform Landlord as required, Tenant will forfeit any right to compensation and will be liable for all damage resulting from the delay.

§11. Subletting/members of household
Applications for subletting or for admitting to the household persons not named in the application due accommodation, shall be made in writing. Approval may be refused if so justified by circumstances relating to the purpose of the accommodation or relating to the person(s) concerned. Subletting during temporary absence may be refused if Landlord offers to undertake disposal of the accommodation during Tenant's absence and Tenant is entitled to use the accommodation again on his/her return. Tenant shall inform the person to whom he/she sublets the accommodation of the rules that apply for the tenancy and will beliable to Landlord for compliance with the rules. During the subletting period Tenant is liable to Landlord for due payment of rent and supplementary charges and for any damage to the accommodation, furnishings and fittings or the property, see also §9.

§12. Animals
Tenants are not allowed to keep animals without Landlord's written consent. Keeping animals will be permitted only when there are good reasons for this and it does not inconvenience Landlord or the other users of the property.

§13. Changes in the tenancy
The tenancy will lapse if the accommodation is damaged by fire or other accidental means, irrespective of whether this occurs before or after Tenant has taken possession. If tenant dies, the contract may be terminated by either his/her estate or Landlord at 1 – one – month's notice. Persons who are members of Tenant's household, see §11 above, may take over the tenancy. In such event they must give Landlord written notice of this not later than one month after receiving written notice from Landlord requesting them to vacate the premises and stating the deadline for exercising the right to take over the tenancy contract. If the tenancy is terminated by the deceased's estate, this right must be exercised within 1 – one – month after termination.

§14. Default
If the rent or other agreed supplementary charges are not paid within 14 – fourteen – days after demand has been presented on or after the due date, Tenant accepts eviction without prior court proceeding pursuant to the Enforcements Act (Norway), paragraph 3, a of section 13-2. Tenant may not present a counter claim against Landlord unless the claim has been recognized by Landlord, or by final judgement or amicable settlements. If Tenant fails to vacate the premises when the tenancy expires, eviction may similarly take place without prior court proceedings pursuant to the Enforcement Act (Norway), paragraph 3, b of section 13-2.
By virtue of the enforcement Act (Norway), paragraph 3, d of section 13-2, Tenant may also be evicted if Tenant
- is in material default of payment of rent or other claims arising from the tenancy contract,
- in spite of written notice from Landlord, has to a material degree neglected his/her maintenance obligations or has continued to act in a manner that causes serious inconvenience or loss for the Landlord, the property or other users,
- without having right to do so, allows others to use all or part of the accommodation and fails to desist from this after receiving written notice from Landlord,
- without having the right to do so, uses the accommodation in a different manner or for other purposes than agreed and fails to desist from this after written notice from Landlord,
- in any other way is in default of obligations in a manner that renders it necessary to terminate the tenancy.

A tenant who moves after eviction or demand from Landlord owing to default, shall pay rent for the remaining term of the contract, after deduction of any sums Landlord may receive from reletting the accommodation. Tenant must also pay any expenses incurred for eviction, lawsuit, or cleaning, etc.

§15. Removal
When the tenancy expires Tenant shall return the premises and contents to Landlord, cleaned and in the same state as when they were taken over, apart from deterioration due to ordinary wear and age.
On the removal day, Tenant shall have vacated the premises and returned the keys by 12 noon; after that time Tenant may be charged a day's rent. If by special agreement the removal day does not coincide the payment dates, rent shall be added for the intervening days.
Defects not remedied by Tenant may be repaired by Landlord for Tenant's account, Landlord shall give notice of any claim in his respect in writing within 14 days after the removal date. No period of notice applies if Tenant has acted fraudulently.

§16. Forgotten property
Landlord bears no responsibility for any property left behind. Such property will be disposed of or destroyed for Tenant's account and risk without further notice.

§ 17. Insurance
The tenant must take out an insurance policy against fire, water damage, burglary etc. The landlord has no liability for damage or loss caused by burglary, fire, water leakage etc. except for cases that are covered by the landlord's own insurance policy of the property.

§18. Venue
The parties accept venue of the property in all disputes arising from the tenancy.

§19. Relations with the Rents Act (Norway)
Whenever not otherwise provided in this contract, the rules of Act no. 17 of 26th March 1999 relating to rents shall apply to this tenancy. This contract concerns letting accommodation that by decision adopted by a government, county or municipal body is intended for the use of persons in need of accommodation while studying. Tenant is informed that his/her rights are limited compared with renting other housing accommodation.

For Landlord: RITA HIRSUM LYSTAD (director)

Date:_____

Tenant's signature: _____

I hereby confirm that I understand all the provisions of this contract, and accept them all as binding on me and my representatives. In particular I recognise and accept the possibility of eviction without court proceedings, in accordance with the provisions in §14 above.

State your exact date of arrival: _____

Your e-mail: _____

The contract is to be returned to:
Studentsamskipnaden i Østfold
1757 Halden
Mail: studentsamskipnaden@hiof.no