



The Tenancy Act

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(<http://www.regjeringen.no/en/dep/kdd/id504/>)

Act No. 17 of 26 March 1999 relating to tenancy agreements (Tenancy Act). Cf. Act No. 13 of 7 July 1967 relating to rent restriction. - Cf. previous Decree 20 April 1813, Act No. 13 of 25 June 1935, Act No. 5 of 25 June 1936 and Act No. 6 of 16 June 1939 (see section 13-2, final paragraph of the present Act).

Act No. 17 of 26 March 1999 relating to tenancy agreements (Tenancy Act). Cf. Act No. 13 of 7 July 1967 relating to rent restriction. - Cf. previous Decree 20 April 1813, Act No. 13 of 25 June 1935, Act No. 5 of 25 June 1936 and Act No. 6 of 16 June 1939 (see section 13-2, final paragraph of the present Act).

The english version of the lawtext is not approved by the Storting (Parlament), and can not be considered as a formal lawtext.

- Announced 2009-01-16
- Last amending 2009-09-01

Chapter 1. General provisions

Section 1-1. Scope of the Act, etc.

This Act applies to agreements relating to the right to the use of property in return for remuneration.

This Act shall apply regardless of whether the right to the use of a dwelling is founded on a contract of employment. This Act shall not otherwise apply when the agreement primarily concerns matters other than the right to the use of property.

This Act shall apply regardless of whether it is agreed that remuneration shall be made otherwise than in money.

This Act shall not apply to agreements between hotels, boarding houses or similar overnight lodging houses and their guests. Nor shall the Act concern agreements relating to the renting of property for holidays and recreational purposes.

For the purposes of this Act, "dwelling" shall mean property that is used entirely or primarily for habitation. For the purposes of this Act, "business premises" shall mean property other than dwellings.

Section 1-2. Indispensability

Conditions may not be agreed that are less favourable to the tenant than those ensuing from the provisions of this Act.

In connection with the renting of business premises, agreements may deviate from the provisions of the Act with the exception of sections 1-1 to 1-4, 4-1, 4-4, 4-6, 9-7, 9-8, 9-10, 12-3 and 12-4 and chapter 13.

Section 1-3. Standard terms

If a tenancy agreement is concluded on the basis of or with regard to standard terms drawn up by negotiation between the tenants' and landlords' organizations, at the latest on concluding the agreement, written notification shall be given of any deviations from such standard terms. If this is not done, the standard terms shall apply.

The provision of the first paragraph shall not prevent the tenant of a dwelling from invoking an agreement more favourable for him than that ensuing from the standard terms.

Section 1-4. Form of agreement

An agreement concerning the renting of property may be made verbally or in writing. If the agreement is verbal, it shall be drawn up in writing if so demanded by either of the parties.

Section 1-5. Risk associated with the dispatch of notifications

If a party gives notification in accordance with the Act and dispatches this in a manner that is satisfactory in the circumstances, unless otherwise provided, the dispatcher may argue that the notification has been given within the time limit even if it is delayed or is not correctly delivered.

Section 1-6. Calculation of time limits

In connection with the calculation of time limits pursuant to this Act the provisions of sections 146, 148 and 149 of the Act of 13 August 1915 relating to the courts of justice shall apply accordingly.

Section 1-7. Liability for damages in connection with injury to persons, etc.

Loss resulting from injury to persons is not encompassed by the provisions of this Act that concern liability for damages. For such loss and for loss that is not a result of breach of contract, the general principles of the law of damages shall apply.

Section 1-8. Prohibition against discrimination

In connection with the letting of property, regard may not be paid to ethnicity, national origin, extraction, colour, language, religion or view of life. Such circumstances may not be deemed objective grounds for refusal of inclusion as a member of a household, sub-letting or change of tenant or be taken into account in connection with termination of the tenancy. In the event of such discrimination, the Discrimination Act shall apply.

Nor in connection with letting of property may regard be paid to homosexual orientation. Such circumstances may not be deemed objective grounds for refusal of inclusion as a member of a household, sub-letting or change of tenant

or be taken into account in connection with termination of the tenancy.

If there are circumstances that give reason to believe that discrimination has taken place in contravention of the second paragraph, such discrimination shall be deemed to be proved unless the person who carried out the act proves on a balance of probabilities that no such discrimination has taken place.

As regards liability for compensation for unlawful discrimination pursuant to the second paragraph, ordinary rules of compensation shall apply.

The Equality and Anti-Discrimination Ombud and the Equality and Anti-Discrimination Tribunal shall monitor compliance with and help to implement the second paragraph, cf. the Equality and Anti-Discrimination Ombud Act.

Chapter 2. Availability for occupation by the tenant and requirements regarding the property

Section 2-1. Date of availability for occupation by the tenant

The landlord shall make the property and appurtenances available for occupation by the tenant on the agreed date.

Unless otherwise agreed, the property is regarded as available to the tenant when the tenant has received keys and otherwise unimpeded access to the property. The tenant may refuse to occupy the property if it is in substantially poorer condition than the tenant may demand pursuant to the agreement and the provisions of this chapter, and the property shall not then be regarded as available to the tenant.

If the date that the property shall be made available to the tenant is not stipulated in the agreement, the tenant may demand to take over tenancy of the property at the beginning of the third month after the agreement becomes binding.

Section 2-2. General requirements regarding the condition of the property

The property shall when made available to the tenant comply with the requirements ensuing from the tenancy agreement. Unless otherwise agreed, the property and appurtenances shall when made available to the tenant be tidy,

clean and in normal good condition.

Unless otherwise agreed, the property is regarded as defective if it is not

a) suitable for the purposes for which corresponding property is normally used
or

b) suitable for the special purposes for which the property should be used by the tenant pursuant to the agreement unless circumstances show that the tenant did not base his decision to rent the property on the landlord's factual knowledge or judgment or had no reasonable grounds for so doing.

Section 2-3. Incorrect information concerning the property

The property is regarded as defective if it does not comply with the information given by the landlord or on the landlord's behalf. This shall nevertheless only apply if it may be assumed that such information has influenced the agreement and has not been clearly corrected in time.

Section 2-4. Lack of information concerning the property

It shall be regarded as a defect if the tenant has not received information concerning factors affecting the property of which the landlord was aware or should have been aware, and which the tenant had grounds to expect to receive. This shall nevertheless only apply when it may be assumed that the failure to inform the tenant has influenced the agreement.

Section 2-5. Property rented "as is", etc.

Even though the property is rented "as is" or with similar general reservations, it shall be regarded as a defect if the landlord or his agent has neglected his obligations pursuant to section 2-3 or 2-4. The property is also defective if it is in substantially poorer condition than the tenant had grounds to expect on the basis of the size of the rent and other circumstances.

Section 2-6. Prior examination, etc.

Circumstances of which the tenant was aware or should have been aware on conclusion of the agreement may not be claimed as defects.

If the tenant prior to concluding the agreement examined the property or without reasonable grounds neglected to comply with the landlord's invitation to examine it, the tenant may not claim as a defect anything that should have been