

Application for transfer of right of use /letting of the entire dwelling

Re: H/Coop _____, Flat No. _____ / _____

Name of cooperative member: _____

Address of the flat: _____

Postcode and place: _____

I hereby apply to transfer the right of use the above dwelling to:

Name: _____

Address: _____

The right of use will be transferred from ____/____-____ to ____/____-____

If the cooperative member or a related party of a cooperative member as mentioned in Section 5-6(1) no. 3 of the Housing Cooperatives Act (*Borettslagsloven*), has lived in the dwelling for one of the last two years, the right of use the dwelling may be transferred to others without the need to state a reason. In other cases, special grounds are required as stated in Section 5-6(1) nos. 1-4.

Has the cooperative member or person as stated in Section 5-6(1) no. 3 of the Act lived in the dwelling for at least one of the last two years:

yes no

If the answer to the question is no, please state any special grounds for the transfer of right of use, cf. Section 5-6(1) nos. 1-4 of the Housing Cooperatives Act:

I, the undersigned, am aware that the transfer of the right of use does not reduce the cooperative member's obligations vis-à-vis the housing cooperative.

_____/____-____
Place date

Signature of the cooperative member

My temporary address will be: _____

and tel. no.: _____ mobile tel.: _____

e-mail address: _____

Information concerning the Housing Cooperatives Act's regulations on the transfer of right of use:

§ 5-3. *Transfer of the right of use*

The cooperative member may not without the consent of the board transfer the right of use the dwelling to others above and beyond that which follows from Sections 5-4 to 5-6.

§ 5-4. *Transfer of the right of use when the cooperative member lives in the dwelling*

A cooperative member who lives in the dwelling may transfer the right of use parts of the dwelling to others.

§ 5-5. *Transfer of the right of use for up to three years*

With the approval of the board, the cooperative member may transfer to right to use the entire dwelling to others for up to three years if the cooperative member or a person as stated in Section 5-6(1) no. 3 has lived in the dwelling for at least one of the last two years. Approval may not be withheld without due cause. Approval may be refused if the user would not have qualified as a cooperative member.

§ 5-6. *Transfer of the right of use for special reasons*

(1) Otherwise, with the board's approval, the cooperative member may transfer the right of use the entire dwelling if

1. the cooperative member is a legal entity, or
2. the cooperative member will be temporarily absent due to work, education, military service, illness or other valid grounds, or
3. a member of the user's household is the cooperative member's spouse or relative in a directly ascending or descending line or is a foster child of the cooperative member or his/her spouse, or
4. it is a question of a right to use as provided by Section 68 of the Norwegian Marriage Act or Section 3(2) of the Household Community Act.

(2) Approval may only be withheld if the cooperative member's situation provides objective grounds for so doing. In cases as mentioned in paragraph 1, approval may be refused if the user would not have qualified as a cooperative member, cf. Section 4-4.

§ 5-7. *Application for approval*

If the cooperative has failed to reply to a written application for approval of the user within one month after the board received the application, the user may be considered as having been approved.

§ 5-8. *The cooperative member's responsibility*

(1) Transferring the right of use does not reduce the member's obligations vis-à-vis the housing cooperative.

(2) A cooperative member that is a legal entity shall appoint an authorized representative to receive messages from the cooperative about the use of the dwelling. The representative shall be a natural person. The cooperative may require a written reply within ten days if it has contacted the appointed person directly about questions concerning breach of the obligations vis-à-vis the cooperative.

(3) A cooperative member who is a natural person shall keep the board informed of where he can be contacted for as long as the member has transferred the right of use the dwelling to others.

In the event of letting Housing Cooperative dwellings

(Transfer of right of use)

Useful advice:

If possible, obtain and check references. This applies even if most tenants are “orderly” people.

If the tenant proves to be someone who fails to comply with the regulations, you will be the person who will receive notification to remove him or, at worst, receive an order to sell.

Sign a written tenancy agreement, preferably the one prepared by SBBL. Let **no one** move in until the agreement is signed and the deposit paid in to your account.

It is recommended to demand a deposit for correct performance of the tenancy agreement. As a maximum, the deposit may be six times the monthly rent and shall be paid in to a blocked account in the name of the landlord (the interest falls to the tenant). It should be made clear that the amount may only be disposed of jointly.

Normally, the housing cooperative permits transfer of right of use for limited periods, cf. the provisions of the law. The tenancy agreement must therefore be correspondingly limited.

If the flat is let furnished, it is important to make a list of the contents, which must be signed by the tenant.

If the rent is not paid, it is important to act swiftly. In that event, a claim for payment should be sent stating that if it is not paid within 14 days, an application for eviction will be filed. The application should be sent to the execution and enforcement commissioner. This takes time, but having security in the deposit reduces the risk of losing the rental income.

From the date the tenancy agreement terminates, the leaving tenant must be informed of any damage to the property within 15 days, otherwise the matter is considered as accepted.

If a deposit has been paid, a loss has occurred and the tenant refuses to accept the damage and pay voluntarily, a complaint should be filed with the court of conciliation within two months. The bank should also be informed of this, otherwise it will pay the deposit to the tenant.

Information concerning letting of Housing Cooperative dwellings

An application to transfer the right of use shall be presented on a separate form, which may be obtained from the board of the housing cooperative or from Stavanger Boligbyggelag.

The application shall be delivered to the housing cooperative's board or SBBL, with the signed tenancy agreement attached, if relevant. The regulations governing transfer of right of use appear in Sections 5-3 to 5-8 of the Housing Cooperatives Act.

If the tenant fails to comply with the regulations and statutes applicable to the housing cooperative, the board may withdraw its consent/approval.

The cooperative member is obliged to ensure that the tenant performs his duties under the tenancy agreement and any orders issued by the housing cooperative. Failing this, the housing cooperative may issue an order to sell the property.

Illegal transfer of the right of use is regarded as breach and may result in an order to sell.

The cooperative member shall pay a fee to Stavanger Boligbyggelag before the tenancy commences. No tenancy agreement is valid until the fee has been paid.

SBBL's standard tenancy agreement may be used. Ensure it is time-limited in accordance with the agreement with the housing cooperative. Also delete one of the alternatives in Clause 2 of the agreement.

If the housing cooperative has formed a contract for joint purchase of electricity, the tenant must pay the cooperative member for the tenant's electricity consumption. Remember therefore to read the meter at the start of the tenancy. The cooperative member has been informed by SBBL of the price per kwh.