



Can I terminate the tenancy agreement?



Introduction

The purpose of this brochure is to provide an easy-to-understand guide on what is required to terminate a tenancy agreement. The brochure is designed generally and is not meant to be exhaustive. The background for this brochure is that we at Jusshjelpa i Nord-Norge receive many inquiries from clients looking to terminate their tenancy agreements. Therefore, we wanted to create a brochure to help tenants assess their likelihood of being able to terminate the tenancy agreement. Since we primarily assist tenants, the brochure will not address the landlord's right to terminate.

This brochure was created by Jusshjelpa i Nord-Norge by employees Kamilla Arnsen and Mille Sofie Torvund in the spring of 2024 and translated by Peter Ofstad winter of 2025. Jusshjelpa I Nord-Norge reserves the right to any changes and emphasizes that the brochure is meant for guidance purposes only.

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What does it mean to terminate the tenancy agreement?

Terminating a tenancy agreement is the most serious way to respond if you are dissatisfied with your living situation. The effect of terminating an agreement is that the parties' obligations and rights to fulfill the agreement cease. Termination can have significant consequences for the other party. It therefore takes a lot to terminate a tenancy agreement.

The right to terminate a tenancy agreement is provided by the Tenancy Act section 2-12. To terminate a tenancy agreement, there must be a defect or a delay that "constitutes a serious breach of the agreement."

A defect exists when there is a deviation between what you were promised through the agreement with the landlord and what you received. When assessing defects, it will be relevant how significant the defect is for you and what knowledge the landlord had about it.

A delay may occur if what the landlord promised you in the contract is not delivered by the agreed time. If a delay occurs, it will be significant how important it was for you as a tenant to take over the property and whether the landlord was aware of that.

We often experience that tenants who are dissatisfied with their living situation have already moved out and claim they can terminate. However, the landlord's failure to uphold their part of the contract does not automatically mean you can terminate. Often, other less intrusive measures can be applicable. For example, the landlord can repair a defect, give you a rent reduction or compensation.

Even if you have moved out, you are still obligated to pay throughout your notice period. If you, as a tenant, wrongly believe you can terminate the tenancy agreement and do not pay rent for this reason, it may result in you having to pay compensation to the landlord.

What does it mean that the property is rented "as is"?

It is common for tenancy agreements to include a clause stating that the property is rented "as is" or have similar reservations. This implies that you, as a tenant, initially accept all visible and hidden defects in the property. Such a clause in the contract may raise the threshold for terminating the contract.

According to the Tenancy Act § 2-5, properties rented with such a clause have 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 based on the size of the rent and other circumstances"

Examples from the Rent tribunal (Husleietvistutvalget)

The Rent tribunal is a government body that addresses disputes between tenants and landlords according to the Tenancy Act. They do this by providing general advice, mediation, or decisions through verdicts. The purpose of the Rent tribunal is to offer parties in a rental relation rapid and competent handling of tenancy disputes. Both you as a tenant and the landlord can submit a complaint to the Rent tribunal to have it addressed. The court fee for submitting a complaint is low, costing 255 NOK for tenants and 1277 NOK for landlords. In some cases, you may also be awarded the other party's/your counterpart's legal costs.

The Rent tribunal has handled many cases where one party seeks to terminate the tenancy agreement. We have therefore compiled various decisions from the Rent tribunal to illustrate the threshold for what is required to terminate a tenancy agreement.

Examples where the tenant was allowed to terminate the tenancy agreement

In case HTU-2023-558, the Rent tribunal concluded that the tenant could terminate the tenancy agreement. In this case, the tenant wanted to terminate due to significantly poor indoor climate/living standards, inadequate insulation/ventilation, a large hole in the wall, pests, and moisture/mold problems. The tenant had reported these problems to the landlord, who had not repaired the defects.

In this case, the rental agreement included an "as is" clause, which generally makes it harder to terminate.

The tribunal assumed that the defect was not repaired within a reasonable time by the landlord, who received repeated reminders. Furthermore, the rental property was uninhabitable when the tenant moved out. Among other things, it took days to dry clothes, the bedroom wall was heavily discolored with mold/fungus and had swollen in several places. Overall, the rental property was in substantially poorer condition than the tenant had grounds to expect.

In another case from the Rent tribunal, HTU-2022-1137, the tenant was also granted the right to terminate the tenancy agreement. Here, the tenant wanted to terminate due to rats, mice, a foul sewage smell in the bathroom, and pipes that were laid in such a way that they could easily freeze in winter.

The problem with the rats affected the tenant's daily life. The tenant heard rats in the walls and found feces, urine, and gnawing on food and other items. The sewage smell would occur about once a day and last around an hour or longer. The smell was such that the bathroom could not be used as normal with the door closed.

Overall, the committee emphasized that the landlord only made patchy repairs in the places where the tenant reported issues, without conducting an overall review of the property. The landlord's minor actions were not deemed sufficient for the tenant to lose their right to terminate. There were no indications that the landlord had plans to implement further measures against the rats, and the committee also could not see that the tenant could have any expectation that the landlord would address the deficiencies in the water and sewage system.

Examples Where the Tenant Was Not Allowed to Terminate the Tenancy agreement

In case HTU-2022-4190, the tenant argued that the tenancy agreement could be terminated due to illegal rent increases, delayed underfloor heating activation, poor and sometimes lack of internet, issues regarding the deposit, and uncomfortable, unprofessional communication. The committee found that the absence of agreed-upon underfloor heating and poor/missing internet constituted defects.

In further consideration of whether the defects constituted a "substantial breach," the committee emphasized that the property could still be used despite the deficiencies, including the availability of other heating sources apart from underfloor heating. Additionally, the tenants had to use mobile data during the initial period of the tenancy but had received a rent reduction for this.

The committee further stated that: "The tenants' needs could, in the committee's view, have been addressed through other sanctions rather than termination. The committee notes that the tenants could have claimed a rent reduction or compensation. Such breach remedies are less intrusive than termination and would, in the committee's opinion, be reasonable reactions to the landlord's breach. The fact that the tenant could essentially be compensated by means of a rent reduction or compensation argues against the tenancy agreement being terminated."

The committee concluded that the defect did not constitute a substantial breach. This led to the tenants' demand for terminating the tenancy agreement not being upheld.

Tips for Avoiding Situations Where Termination May Be Relevant

Before entering a tenancy agreement, it is very important to read the contract you are planning to enter. This way, you become aware of what you have agreed upon with the landlord. It is the tenancy agreement and the Tenancy Act that regulates the ongoing contractual relationship between you and the landlord. Therefore, the contract will be very important during the time you rent. In the tenancy agreement, you will also be able to see if the property is rented out "as is" or with similar reservations.

We also recommend attending a viewing. This way, you will get an overview of the property you are going to rent. This is very important if the contract includes an "as is" clause. In such cases, you have, as a starting point, accepted the defects and deficiencies that exist at the takeover. By attending a viewing, you will get an overview of the condition of the property so that you can decide whether you want to rent or not.

I am Still Unsure Whether I Can Terminate. What Should I Do?

If you are still unsure whether you can terminate the tenancy agreement, you may want to seek legal advice. Among other things, you can contact us at Jusshjelpa i Nord-Norge. We offer free legal advice. Below is a list of some other organizations you can reach out to:



Jussformidlingen: Based in Bergen, it is a legal aid initiative run by students. They offer free legal advice.



JURK: Located in Oslo, this legal aid initiative is also run by students, offering free legal advice to everyone who identifies as female.

Jussbuss

Jussbuss: Also based in Oslo, this is another student-run legal aid initiative that offers free legal advice.

lbf

Leieboerforeningen: This is a nationwide association for tenants offering legal advice and assistance with lawyers. Membership is required to receive advice and assistance

