

TENANCY AGREEMENT

For Subletting or Letting of the Landlord's Own Dwelling

Landlord (Primary Tenant / Owner-Landlord)

The term *Landlord* refers either to a primary tenant who sublets the dwelling or to a person letting their own dwelling in accordance with the Swedish Act (2012:978) on the Letting of Private Dwellings.

Name (and contact person)		Personal Identity Number
Address	Postal Code	City
Telephone	Email	

Tenant 1

The term *Tenant* refers either to a tenant renting from a primary tenant or to a tenant renting from a person letting their own dwelling in accordance with the Swedish Act (2012:978) on the Letting of Private Dwellings.

Name		Personal Identity Number
Address	Postal Code	City
Telephone	Email	

Tenant 2

The term *Tenant* refers either to a tenant renting from a primary tenant or to a tenant renting from a person letting their own dwelling in accordance with the Swedish Act (2012:978) on the Letting of Private Dwellings.

Name		Personal Identity Number
Address	Postal Code	City
Telephone	Email	

The term *subletting* will be used throughout this agreement to refer both to subletting arrangements and to tenancy arrangements involving the letting of a landlord's own dwelling.

Term of the Agreement and Notice Period

If no fixed term is specified in this agreement, Option 3 (Open-Ended Agreement) shall apply.

Unless otherwise agreed, this tenancy agreement shall terminate at the end of the calendar month occurring nearest after **three months' notice** if either the landlord or the tenant terminates the agreement, in accordance with Chapter 12 of the Swedish Land Code (the Tenancy Act).

If the agreement concerns a dwelling let under the Swedish Act (2012:978) on the Letting of Private Dwellings (such as a tenant-owned apartment or a single-family house), the agreement shall terminate at the end of the calendar month occurring nearest after one month's notice when the tenant terminates the agreement.

<input type="checkbox"/> Option 1 – Fixed-Term Agreement with Automatic Renewal from _____ to _____ with _____ months notice period for both parties, or <input type="checkbox"/> with _____ months for the landlord and one month for the tenant. If neither party gives notice, the agreement shall automatically be extended by _____ month(s) at a time.
<input type="checkbox"/> Option 2 – Fixed-Term Agreement From _____ to _____ The agreement shall expire automatically at the end of the rental period. The tenant must vacate the dwelling without further notice. Please note: This option may only be used if: 1. the rental period is nine months or less; or 2. the letting falls within the scope of the Swedish Act (2012:978) on the Letting of Private Dwellings (tenant-owned apartments or single-family houses).
<input type="checkbox"/> Option 3 – Open-Ended Agreement From _____ and until further notice <input type="checkbox"/> with _____ months notice period for both parties, or <input type="checkbox"/> with _____ months for the landlord and one month for the tenant.

Payment Method

The rent shall be paid to the landlord. <input type="checkbox"/> Direct Debet (<i>Autogiro</i>) <input type="checkbox"/> Bank Transfer (<i>Bankgiro</i>) <input type="checkbox"/> PlusGiro (<i>Postgiro</i>) <input type="checkbox"/> Cash against receipt (<i>Kontant mot kvitto</i>) <input type="checkbox"/> _____	Account number (including clearing number, where applicable):
The rent and any additional charges shall be paid in advance no later than the last business day before the beginning of each month. If the tenant fails to pay the rent on time, interest shall accrue from the due date in accordance with the Swedish Interest Act.	

Rental Property

The dwelling is rented for residential purposes.

Address	Postal Code	City	
	Apartment Number	Number of Rooms	Floor Area (sqm)

Rent

If this agreement concerns the letting of a landlord's own dwelling (tenant-owned apartment/cooperative apartment) and this is the first dwelling the landlord lets under the Swedish Act (2012:978) on the Letting of Private Dwellings, that Act shall apply in addition to the provisions of Chapter 12 of the Swedish Land Code (the Tenancy Act). When letting a private dwelling, the landlord may not charge a rent that substantially exceeds the capital costs and operating costs associated with the dwelling. Capital costs shall be calculated as a reasonable rate of return based on the market value of the property. If the dwelling is a rental apartment, or if the landlord already lets another dwelling under the Act on the Letting of Private Dwellings, the provisions of the Swedish Tenancy Act shall apply and the rent shall be determined in accordance with Swedish rent-setting principles.

The rent is based on:

Cost coverage for capital and operating costs (tenant-owned apartment/private dwelling)

Rent determined under Swedish tenancy regulations (rental apartment)

Monthly rent: SEK _____.

If the rent or other tenancy conditions are changed as a result of an agreement between the property owner and the landlord, or through a negotiated settlement in accordance with an applicable negotiation clause, such changes shall also apply to this agreement. Where the rent is based on cost coverage for capital and operating costs, the rent may instead be renegotiated between the parties if circumstances materially change.

The rent includes:

Household electricity Heating Stairwell cleaning Garage Parking space

Other: _____

Additional charges:

Parking / garage / other: _____ Cable TV / broadband / other service charges: _____ Amount: _____

Meter reading (electricity, gas, etc.):	Date:	Meter reading type:	Date:
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Care of the Property and Other Conditions

The dwelling includes:

Basement storage unit no. _____ Attic storage unit no. _____ Garage space no. _____

Parking space no. _____ Other: _____

The dwelling is let:

Unfurnished Furnished (see Appendix No. _____ – *Inventory of Furniture and Fittings*)

The tenant is responsible for any loss of or damage to furniture, fittings, the dwelling, and common areas caused by the tenant's negligence or by the negligence of any person for whom the tenant is responsible. The tenant shall not be liable for damage resulting from normal wear and tear.

For the condition of the dwelling at the commencement of the tenancy, see Appendix No. _____ – *Existing Damage and Defects*.

<p>The tenant undertakes to take proper care of the dwelling and shall immediately notify both the landlord and the property owner of any damage, defects, pest infestations, or other issues affecting the property.</p> <p>Property owner's name: _____ Contact details: _____.</p>
<p>The subtenant undertakes to comply with the regulations that apply to the property during the lease period in accordance with the landlord's agreement with the property owner.</p> <p><input type="checkbox"/> See Appendix No. _____ (title: _____), or</p> <p><input type="checkbox"/> Property regulations are available at: _____</p>
<p><input type="checkbox"/> The tenant may not sublet or otherwise transfer the right to occupy the dwelling to a third party.</p>
<p>Security of Tenure for rental apartments:</p> <p><input type="checkbox"/> The tenant shall not acquire security of tenure through this agreement.</p> <p><small>Under the Swedish Act (2012:978) on the Letting of Private Dwellings (tenant-owned apartments and single-family houses), the tenant does not acquire security of tenure.</small></p>

Other Agreements

Approval of the Subletting by the Property Owner

The term *Property Owner* refers to the owner of the property or, where applicable, the housing association that must approve the subletting arrangement. In order for this tenancy agreement to be valid and enforceable, the landlord must have obtained permission from the property owner to sublet the dwelling, or permission must have been granted by the Swedish Rent and Tenancies Tribunal (*Hyresnämnden*). Where a detached house is being let, the property owner and landlord are normally the same person and no separate approval is required.

<input type="checkbox"/> Option 1: The property owner hereby approves this agreement for subletting / letting of a private dwelling.	
Place and date:	
Property owner's signature:	Name in block letters:

<input type="checkbox"/> Option 2: The property owner has already approved the subletting arrangement.
See Appendix No. _____ – Property Owner's Approval.

Signatures

<input type="checkbox"/> By signing this agreement, the tenant acknowledges receipt of: _____ key(s) to the dwelling, and _____ key(s) to the storage unit / garage / other:
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Landlord

Place and date:	
Signature:	Printed name:

Tenant 1

Place and date:	
Signature:	Printed name:

Subtenant 2

Place and date:	
Signature:	Name clarification