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Housing Tenure in the Nordic Countries – A Comparison of Rights and Obligations

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Abstract. *The necessity of housing tenure and 'variation' in tenures for a well-functioning housing market is often emphasized. This paper examines and compares different forms of housing tenure in four Nordic countries: Denmark, Finland, Norway, and Sweden. The Bundle of Rights theory has been used as a theoretical framework to clarify the content of the chosen tenures. Generally, the results suggest that owner-occupied housing possesses the most extensive rights; tenures based on indirect ownership also include far-reaching rights in many regards, while rented housing is the most restricted. However, significant differences can be identified between the different countries within these categories.*

Keywords: *the bundle of rights, housing rights, housing tenure, property rights, tenures*

1 Introduction

When solutions to the problems and shortcomings in the housing market are discussed, housing tenure is often included as a significant factor. It has been suggested that various forms of housing tenure can contribute to increased mobility - promoting an efficient labor market (SOU 2015:48, p. 35). Furthermore, variation in forms of housing tenure is repeatedly included as an objective among Swedish municipalities' guidelines for housing supply (e.g., Stockholms stad, 2020; Malmö stad, 2018; Göteborgs stad, 2014). The need for various forms of housing tenure to suit the different stages of life has also been highlighted (e.g., SOU 2015:48; Kalbro et al., 2009). There is a lot of research on people's choice of housing tenure (e.g., Mills, 1990; Ben-Sahar, 2007; Andersen, 2011; Drew and Herbert, 2013).

Largely, this research has an economic perspective to tenure choice. However, other perspectives have also been examined. For example, suggesting that people who temporarily live in a place tend to prefer to rent their home rather than owning it (Andersen, 2011), which further emphasizes the need for different

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forms of housing tenure to suit the different stages of life. The opportunity to make changes to your own home or not being responsible for the maintenance of a rented home are pointed out as other important preferences (Andersen, 2011). Further, the concept of housing tenure is mainly considered as a legal concept in this study. Kalbro et al. (2009, p.61. *Own translation from Swedish*) describe housing tenure as *"a bundle of rights that creates right of disposition and possibilities and distributes risks"*. In this study, the concept has a similar meaning and focuses on the rights and obligations that the form of housing tenure includes. This is mainly regulated in legislation, and its content is thus not constant, but changes over time as legislation and other provisions change (cf. Ekbäck, 2019; Taraldrud, 2016). Since these rights and obligations determine the content of housing tenures, they also relate to the preferences in the choice of tenure.

For many years, mainly three forms of housing tenure have dominated the Swedish housing market: single-family houses, tenant-ownership and rented housing. Other forms have also existed during this period, such as cooperative rental. In addition, it has been possible to create ownership apartments since 2009, and, in recent years, new forms or concepts of housing tenure have emerged. Examples are various forms of rent-to-buy or shared ownership schemes that aspire to make it easier to enter the housing market (e.g., HSB, n.d.; Riksbyggen, n.d.; OBOS, n.d.) and shareowner apartments which, for example, aim to reduce segregation in residential areas (Andelsägarbolaget, n.d.). Furthermore, the housing market in the Nordic region and its forms of housing tenure has developed in recent years. Increasing the knowledge of the tenure forms is necessary for several reasons: understanding how the tenures work, how they differ from one another, and thus the need for them to mention a few examples.

This study aims to compare the primary forms of housing tenure in Denmark, Finland, Norway, and Sweden concerning their design as well as their bundles of rights, i.e., the rights and obligations they contain. More specifically, the purpose is to shed light on the similarities and differences between the different types of housing tenures and to analyze the characteristics of tenures within different categories of tenures (the considered categories ownership, indirect ownership, and rental are introduced in the theoretical framework, section 3.1.). Moreover, the study intends to serve as a starting point for further research on housing tenures and particularly the newly developed concepts and tenures. The comparison may be used to relate different forms of housing tenure to each other in order to better understand the tenure forms and their content. It could also serve as an example of aspects to consider when changing existing forms of housing tenure or designing new ones.

The study aims to answer three research questions: 1) How is each form of housing tenure, and its regulations, designed? 2) Which rights and obligations does each form of housing tenure entail? and 3) With a basis in the examined tenures and the three categories of housing tenures (ownership, indirect ownership, and rental), what characteristics can be discerned regarding the tenure forms and their bundles of rights? I.e., what can be noted as characteristics often included or distinguished within these categories.

Housing tenure in the Nordic countries has been compared previously. Comparisons have been made from, for example, a perspective of housing policy (e.g., Ruonavaara, 2005; Sørvoll and Bengtsson, 2018; Sørvoll, 2014; Bengtsson et al., 2013) and from a legal perspective. Some of the legal comparisons refer to overall perspectives of the established forms of housing tenure in the Nordic countries (e.g., Nordisk ministerråd, 1997; Karlberg and Victorin, 2001). Others mainly compare one type of tenure, overall or from some particular aspect, between some countries (e.g., Brattström, 1999; Lujanen, 2010; Van der Merwe, 2015; Norberg and Juul-Sandberg, 2016; Paulsson, 2017; Çağdaş et al., 2018; Kopsch, 2019). Granath Hansson et al. (2021) compared the Swedish forms of housing tenure in multi-family houses. This study differs from several of the above, among other things, in that it compares several forms of housing tenure from several aspects with connection to their rights and obligations. Compared to other studies of housing tenures in the Nordic countries (Nordisk ministerråd, 1997; Karlberg and Victorin, 2001), several years have passed; during this time, legislation has changed, and new forms of tenure have been introduced. Current knowledge of the forms of housing tenure is important in order to be able to understand and analyze the new tenure that emerge, what they can add, and what possible void they could fill.

This introduction is followed by a description of the study design. Section three then describes the theoretical framework that underlies the choice of aspects to investigate and analyze. This is followed by descriptions of the forms of housing tenure in sections four to seven. Finally, in the eighth section, the various forms of housing tenure are compared, followed by an analysis and conclusions in section nine.

2 Study design

The study has a comparative approach and has been conducted as a multiple case study, comparing housing tenures in four countries. In order to analyze and compare the various tenure forms, the selected tenures have first been described by country and category of tenure. These descriptions are primarily based on applicable legislation, but to further understand the implications and interpretations of the legislation, the applicable legislation was complemented by, for example, legal literature, legislative history, and journal articles. The literature and sources used have varied slightly between different countries and forms of housing tenures, depending on, for example, what has been accessible. Due to the general nature of the study, the need to use additional legal sources, such as legislative history and case law, to clarify the legal position has not been the aim here; thus, these sources have only been used to a very limited extent or not at all. Studied legislation is described in the reference list together with the date to which amendments have been considered.

Based on what has been described and that the study examines and compares housing tenures, which are mainly regulated in prevailing legislation, the method can be described as adopting a dogmatic legal approach (cf. Peczenik, 1995) yet, not using a strict legal method. Comparing legislation and prevailing law between

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different countries usually aims to, for example, find similarities and differences between the countries' systems and to increase understanding of the own system (e.g., Reitz, 1998; Eberle, 2011; Glenn, 2006). This is usually referred to as comparative law, which the study also adopts elements from.

The forms of housing tenure in various countries have been analyzed and compared based on theories of the bundle of rights and their associated rights and obligations. The comparison has been made between four Nordic countries: Denmark, Finland, Norway, and Sweden. Significant similarities exist between the countries, e.g., culturally, historically, and linguistically (e.g., Bengtsson et al., 2013, p. 13; Bernitz, 2007, p. 16). Furthermore, Bengtsson et al., (2013, p. 13) point out that the countries cooperate politically. There are also similarities in the countries' legal systems, usually described as part of the Scandinavian or Nordic legal family (Bernitz, 2007; Zweigert and Kötz, 1998). Despite the similarities now described and what the countries have in common, there are significant differences in the countries' housing policies (e.g., Bengtsson et al., 2013, p.13). The similarities between the countries, both legally, historically, and culturally, and the differences in housing policy make these countries suitable and interesting to compare. There are several forms of housing tenure in all these countries; for this study, the primary tenures have been selected for comparison.

It should also be emphasized that, it has been necessary to make simplifications to describe and compare the countries' different tenure forms. All forms of housing tenure and their regulation contain many exceptions and complexities, which the study cannot account for in its entirety. Instead, the purpose is to delineate the main features of the forms and emphasize the similarities and differences between the countries and forms of housing tenure. The study strives for concepts to be equivalent between countries; however, it should still be pointed out that depending on the countries, it may be the case that the meaning of the concepts somewhat varies.

3 Theoretical framework

This section first describes how the forms of housing tenure are categorized in this study. A description of the theoretical framework on which the analysis is based, follows.

3.1 Categorization of housing tenure

In previous comparisons, an overall categorization of the forms of housing tenure has been made. The three categories have been based on the right of disposal (or, in some cases, the ownership) of the housing unit: i.e., ownership, indirect ownership, and rental (or non-ownership) (e.g., Nordisk ministerråd, 1997; Karlberg and Victorin, 2001). Ownership exists in the case of direct ownership of the property or the housing unit, either in its entirety or through a share in it (Nordisk ministerråd, 1997). For owner-occupied apartments, a distinction is usually made between the unitary and the dualistic systems. In the unitary systems, the entire property with apartments and common areas is jointly owned, and the co-owners receive an exclusive right to a specific apartment (Van der Merwe,

2015, p.5–6). The dualistic systems are those, where an owner owns the apartment him/herself and the common areas are owned jointly together (Van der Merwe, 2015, p.6).

Indirect ownership is characterized by the owner of the property or the building being a legal person, for example, an association or a company, and the resident has the right to a specific dwelling through his/her membership in the association or shares in the company (cf. Nordisk ministerråd, 1997; Victorin and Flodin, 2020). Rental (or, in some cases, non-ownership) involves using a home in exchange for consideration (cf. Björkdahl, 2020; Wyller, 2009; Edlund and Grubbe, 2019). Victorin and Flodin (2020, p.15. *own translation from Swedish*) describes this category as that there is only *"... a contract between the owner and the user"*. A similar system is used in this study, where the forms of housing tenure are divided into ownership, indirect ownership and rental, respectively.

3.2 The Bundle of Rights-theory

Ownership as a concept is familiar to most people. A distinction is often made between real and personal property (Bergström, 1956). This description refers to real property, although it should be clarified that housing tenure does not necessarily mean ownership of real property; it may as well be personal property or a limited right, for example. In the following, the connection between ownership and the theoretical framework Bundle of Rights will be described. However, the purpose is not to analyze or clarify the concept of ownership; it is only used as a tool for further analysis.

Ownership often refers to the rights and obligations that the owner receives. These are often described as relationships between people concerning the property and not as a relationship between the owner and his/her property (e.g., Marcuse, 1994; Hansson, 2010). A common way of describing ownership is as several rights to a property instead of just one exclusive right (Alchian and Demsetz, 1973). According to some scholars, certain rights are considered as fundamental, and thus need to be included, for ownership to be ownership (cf. Snare, 1982; Ekbäck 2009a). Snare (1972) has described three such characteristics: 1) the right to use the property, 2) the right to exclude others from using it, and 3) the right to transfer the property. There are also other interpretations or additions; Ekbäck (2009a) also includes the right to value, which is included as a fourth fundamental right in this study. The form of housing tenure describes, among other things, what right the resident has to the home: for example, ownership or some sort of usufruct. There is thus a spectrum of forms of housing tenure that entail different rights and obligations for the owner and the resident (unless these coincide). The content of forms of housing tenure can vary greatly; even forms of tenure in different countries that appear to be counterparts can include significant differences (Ruonavaara, 1993).

By starting from the Bundle of Rights perspective, various rights and obligations connected to forms of housing tenure can be divided. In this way, the content of each form of housing tenure can be clarified - but also similarities and differences between the forms. Many aspects can be examined: this study has

 https://doit.org/10.30672/njsr.120719

been limited to aspects within the field of real estate and land law. The choice of aspects is based on the four fundamental rights to ownership described above (cf. Snare, 1972; Ekbäck, 2009a). Based on these, but also influenced by previous studies (e.g., Granath Hansson et al., 2021; Elsinga, 2012; Marcuse, 1994), nine aspects have been selected. These should reflect several fundamental rights and obligations of importance to the resident.

Below, two groups based on the fundamental ownership rights have been formed, including the selected rights and obligations.

The right to use the housing unit and to exclude others from it:

1. The right to use the housing unit for the current purpose.
2. The right to exclude others from using the housing unit.
3. The responsibility for maintenance of the housing unit. If there are any common areas, this right is divided into "responsibility for maintenance of common areas" and "responsibility for maintenance of the housing unit".
4. The right to change the housing unit. This refers to the residents' right to change the housing unit, within the prevailing purpose. For example, by repainting, refurbishing, or making adjustments to the floor plan.
5. The residents' protection from being forced to move. For example, by eviction, being forced to sell the home, or termination of the contract.

The right to transfer the housing unit and to the value thereof:

6. The right to transfer the housing unit or the right to it (such as transfer of a tenancy agreement).
7. The right to the value from the transfer of the housing unit.
8. The right to sublet the housing unit.
9. The right to the value from subletting the housing unit.

4 Housing tenure in Denmark

In Denmark, in 2022, homeowners occupied 48 percent of the homes, and private cooperative housing associations owned 7.2 percent of the homes (*Based on statistics from* Danmarks Statistik, 2022). Furthermore, 44.7 percent of the homes were occupied by tenants; in comparison, 20.4 percent (of the entire housing market) were occupied by tenants and owned by associations providing *almene boliger* (described as social housing, explained further in section 4.3.1).

4.1 Owner-occupied housing in Denmark

4.1.1 Ownership of single-family houses

Ownership of single-family houses in Denmark is usually based on ownership of real property. However, the land can also be granted with leasehold, *bygning på fremmed grund*. If the leasehold encompasses an entire property unit, the lease term can be unlimited. Otherwise, the right is limited to 30 years (cf. The Land Registration Law, *Udstykningsloven*, section 16). Land and, to some extent, water areas are divided into real property units. In Denmark, there are two-dimensionally

delimited property units and three-dimensional property units in owner-occupied apartments; a description of the latter follows in section 4.1.2 (Thellufsen, 2009). However, in the following description, the two-dimensional property units are considered. Houses and buildings constructed on the property unit by its owner become a component of the property (e.g., Stubkjær, 2003; Kristiansen, 2006).

The right to use the housing unit and to exclude others from it. A property owner is entitled to use the property unit, both land and buildings. This must, however, be done according to the current land use plans and regulations (Stubkjær, 2003). Others' limited rights can further restrict the owner's right to use the property, such as easements or leaseholds (Stubkjær, 2003). The owner also has the right to exclude others from the property. Nevertheless, the owner must accept the right of the public to access natural land (cf. Stubkjær, 2003; The Public's Access to Move and Stay in the Nature Act, *Bekendtgørelse om offentlighedens adgang til at færdes og opholde sig i nature*). This right, however, is rather regulated in Denmark and does not concern the land close to buildings. The maintenance of land and associated buildings is the responsibility of the owner. Additionally, the owner has the right to renovate and alter the house if current plans and regulations are being considered. A property owner cannot be forced to sell or move away from the property. Yet, he/she must show consideration towards neighbours and not take measures that cause damage to the surroundings (Stubkjær, 2003).

The right to transfer the housing unit and to the value thereof. The property owner has the right to transfer the property and receive the value therefrom. The basic principle is that the owner can sell it to anyone at any price. Furthermore, the owner is entitled to let out the home. When a single-family house is let out, the tenancy legislation in the Danish Rent Act, *Lejeloven,* is applicable. The Danish rent-setting legislation has repeatedly been described as complicated and associated with many exceptions (cf. Juul-Sandberg, 2014a; Edlund and Grubbe, 2019). A general description of the rent-setting is given below in section 4.3.1. However, it should be mentioned that there are special rules for single-family houses; these are not covered by so-called cost-based rent in order to facilitate rent-setting (cf. Edlund and Grubbe, 2019, p. 361ff).

4.1.2 Owner-occupied apartments

The Danish form of owner-occupied apartments, *ejerlejligheder*, is structured according to the dualistic system (e.g., Paulsson, 2007; Cağdaş et al., 2018). The owner owns the apartment, while common areas are owned jointly with all the owners (The Ownership Apartment Act sections 2–3). Each owner holds a share in the common areas, and all owners must contribute to the common expenses according to this (The Ownership Apartment Act sections 7 and 3). Furthermore, there should be an owners' association, *ejerforening,* managing all the common matters, in which all owners are included. Participation is thus mandatory, and this has been described as a distinguishing feature of the owner-occupied apartment form (Dreyer and Simiab, 2016, pp. 158–159, add this to Peter Blok's earlier description that the joint and private ownership is a characteristic of owner-occupied apartments, in *Ejerlejligheder* from 1995).

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The owner-occupied apartments in Denmark are regulated by the Ownership Apartment Act, *Ejerlejlighedsloven*, and the associations' statutes. They can either have normal statutes or individual statutes, of which the latter is most common (Dreyer and Simiab, 2016). The Normal statutes are decided on by The Minister for Housing and these statutes apply to associations that have not chosen to adopt individual statutes (The Ownership Apartment Act section 5). Furthermore, it is possible adopt a code of conduct (The Ownership Apartment Act section 6). The owners are entitled to influence at the general meeting, the highest decision-making body in the owners' association (The Normal Statutes section 2; Dreyer and Simiab, 2016). A board shall also be appointed and responsible for the association's day-to-day administration (The Normal Statutes *section 9). The following description is based on the Ownership Apartment Act (LOV no. 908 of 18/06/2020) unless no other reference is stated.*

The right to use the housing unit and to exclude others from it. The owner of an owner-occupied apartment has the right to use the apartment for the intended purpose, in this case, residential purposes. However, owner-occupied apartments can also be granted for non-residential purposes. The owner also has the right to exclude others from the apartment. This right, however, has some exceptions. For instance, the owner must give the owners' association access under certain circumstances. Additionally, other owners should be able to gain access if needed when refurbishing their apartments.

Provisions regarding the responsibility for maintenance of the apartments and common areas are contained in the statutes. According to the normal statutes, the owners' association is responsible for maintaining common areas and common installations (The Normal Statutes section 15). However, in individual statutes, which are often adopted, the responsibility can be distributed differently (Dreyer and Simiab, 2016). Maintenance of the apartments is the responsibility of each owner (The Normal Statutes section 15). The ownership rights also include a far-reaching right to make changes to the apartment, yet, the owner must comply with current legislation and ensure that it does not damage other apartments or common areas (Dreyer and Simiab, 2016, pp. 160–161). The legislation contains rules that enable the exclusion of owners who have mismanaged their obligations. However, this only applies if the misconduct is considered gross or has occurred repeatedly, despite demands for improvement.

The right to transfer the housing unit and to the value thereof. The owner of an owner-occupied apartment possesses extensive legal disposal, although it can be limited to some extent in the statutes (Dreyer and Simiab, 2016, p. 163). The apartment may be transferred without restrictions (similar to the right of real property) unless otherwise provided in the individual statutes (Dreyer and Simiab, 2016, pp. 391–392). Thus, the basis is that the owner can sell the owner-occupied apartment to anyone at any price. Correspondingly, the same principle applies to letting the apartment. The owner shall be entitled to let out the owner-occupied apartment, but the board shall receive a copy of the tenancy agreement following the Normal Statutes (section 16). However, individual statutes may, for example, contain provisions for how long letting may occur (Dreyer and Simiab, 2016,

p. 196). When an owner-occupied apartment is let out, the tenancy legislation in the Danish Rent Act (*Lejeloven*) is applicable. The Danish rent-setting legislation has repeatedly been described as complicated and associated with many exceptions (cf. Juul-Sandberg, 2014a; Edlund and Grubbe, 2019). There is a general description of the rent-setting given in section 4.3.1. However, under certain conditions, the rent for an owner-occupied apartment can also be covered by the same exception regarding cost-based rent, which applies to single-family houses (cf. Edlund and Grubbe, 2019, p. 361ff).

4.2 Indirect ownership of housing in Denmark

4.2.1 Private cooperative housing associations

Private cooperative housing in Denmark, *andelsboliger*, is a tenure where an association owns a property, and the association's shareholders receive the exclusive right to an apartment in the building (Dreyer and Simiab, 2016, p. 208). The tenure form is regulated in the Danish Cooperative Housing Act, *Andelsboligforeningsloven*, as well as the association statutes. Moreover, according to section 1 a, the Danish Cooperative Housing Act also applies to other forms of housing associations in Denmark. *The following description is based on the Danish Cooperative Housing Act (LBK no. 1716 of 16/12/2010) unless no other reference is stated.*

As mentioned, a private cooperative housing association must have statutes. The Normal Statutes for Private Cooperative Housing Association (further on, the Normal Statutes) are to function as guidelines. However, it is also possible for the association to adopt individual statutes. Additionally, according to the Normal Statutes (in section 12), rules of conduct can be adopted. The general meeting is the highest decision-making body and the shareholders' opportunity to influence the association (the Normal Statutes section 21). At the meeting, a board shall be appointed, responsible for the day-to-day administration of the association. For the joint expenses in the association, the shareholders must also pay a housing fee (The Normal Statutes section 8). Dreyer and Simiab (2016, p. 213) describe membership in a private cooperative housing association as a combination of the right to use a home, the right to influence the association, and the obligation to contribute financially.

The right to use the housing unit and to exclude others from it. A shareholder in a private cooperative housing association has an exclusive right to use a particular apartment for, in this case, residential purposes. However, private cooperative housing apartments can also be granted rights for non-residential purposes. The exclusive right of use also means the right to exclude others from the apartment - except for such occasions when the association must be able to gain access (Dreyer and Simiab, 2016, p. 241). The responsibility for maintenance is divided between the shareholders and the association, further described in the Normal Statutes. The shareholder is responsible for maintaining the apartment except for, for example, common sewers (The Normal Statutes section 9). The association is responsible for maintaining common areas and

 https://doit.org/10.30672/njsr.120719

the areas of responsibility for which the shareholders are not responsible. Furthermore, shareholders are permitted to change the apartment (The Normal Statutes section 10). However, the board must be informed well in advance in case of objections. In addition, the changes must follow current plans and be made professionally. The association's statutes regulate issues concerning the exclusion of a shareholder from the cooperative housing association (Dreyer and Simiab, 2016). The Normal Statutes (section 20) states various reasons for excluding a shareholder, such as when the maintenance responsibility is grossly mismanaged, delayed payments, and so on.

The right to transfer the housing unit and to the value thereof. Shareholders may transfer their share in the cooperative housing association and thus the right to the apartment. In such a transfer, the board must approve the buyer. However, objective grounds are required for a refusal (Dreyer and Simiab, 2016, p. 383). There is no explicit prohibition against legal persons acquiring a share. However, in the Normal Statutes section 3, there is a provision that the shareholder must use the home on a full-year basis, which in practice excludes legal persons unless the association decides otherwise in their individual statutes. A transfer may not take place at any price but as a weighting of the share's assets in the association, the condition of the apartment, and the improvements made. Thus, there is a maximum price that may be charged in a transfer, and the buyer must be able to get money back if the seller requests a higher price.

Generally, the shareholders are not entitled to let the apartment to someone else (The Normal Statutes section 11; Dreyer and Simiab, 2016, pp. 230–231). However, the shareholder can get permission from the board to let out the home for two years. Such a permit can only be granted if the shareholder plans to live temporarily in another place due to, for example, illness or studies. In the case of letting out, the tenancy legislation in the Rent Act, *lejeloven*, is applicable. It should be mentioned that cooperative housing, in some cases, is covered by the exemption from cost-determined rent, similar to single-family houses (cf. Edlund and Grubbe, 2019, p. 361ff).

4.3 Rented housing in Denmark

4.3.1 Tenancy

The Danish rental market can be divided into a private part and a part consisting of social housing. The private part is regulated in the Danish Rent Act, *Lejeloven*. The social housing part, *almene boliger*, is merely social housing or non-profit rental housing (e.g., Juul-Sandberg, 2014b; Vestergaard and Scanlon, 2014). For this type of tenancy, the Rent Act is not applicable; instead, separate legislation applies, namely, the Social Housing Act, *Almenlejeloven*. The Social Housing Act has many similarities with the Rent Act, but they differ regarding, for example, rent-setting and maintenance of the housing unit (Juul-Sandberg, 2014b, p. 20). There are important similarities between the two legislations regarding aspects addressed in this comparison. Thus, they are described jointly henceforth. In the respects in which they differ, this is described. *The following description is based*

on the Danish Rent Act (LBK no. 927 of 04/09/2019) and The Social Housing Act (LBK no. 928 of 04/09/2019) unless no other reference is stated.

Initially, the Rent Act stipulates that the legislation applies to the tenancy of a house or a housing unit (*husrum*). However, the following section delimits, inter alia, tenancy covered by the Social Housing Act. The tenant must pay rent to the landlord. Denmark's rent-setting system has been described as complicated and associated with many exceptions (e.g., Juul-Sandberg, 2014a, p. 22; Edlund and Grubbe, 2019). For example, the system for renting setting can differ between cities; see the Housing Regulation Act, *Boligreguleringsloven*, which to some extent complements the Rent Act regarding rent-setting.

In practice, the rents are often regulated (Juul-Sandberg, 2014a). Furthermore, rents can be, for example, set to cost-determined rent or based on the value of the premises (e.g., Edlund and Grubbe, 2019; Kettunen and Ruonavaara, 2021). However, the basic principle in the rent-setting is that the parties agree on the rent. Often, the tenant has the right to adjudicate if the rent exceeds the maximum allowable amount according to the rent tribunal (Edlund and Grubbe, 2019). For the social housing, which is a non-profit tenancy, the rents are set only to cover the costs (cf. the Social Housing Act sections 9–10; Juul-Sandberg, 2014b, p. 21). The tenancy contract must state the rent and other fees that the tenant should pay (the Social Housing Act section 5). The tenancy agreements can be granted for a certain period. Otherwise, they run without a time limit; this applies to both types of tenancy (cf. Edlund and Grubbe, 2019; Social Housing Act section 87).

The right to use the housing unit and to exclude others from it.As a tenant, the right to use the home follows according to the agreed purpose. The purpose, which in this case is housing, may not be changed with less than the landlord's consent. The right to use also entails the right to exclude others. However, the landlord must be given access when required. According to the Rent Act, the landlord is responsible for maintaining both common areas and the apartments (Edlund and Grubbe, 2019; the Rent Act section 19 and 21–23). The tenant's responsibility for maintenance is limited to locks and keys. The landlord must set aside monthly money for future maintenance (the Rent Act section 21). It is also possible for the parties to agree on another division of responsibilities for the maintenance (cf. the Rent Act section 24). As mentioned, there are differences regarding the responsibility for maintenance. For social housing, the landlord is responsible for keeping both common areas and the apartment in good condition (cf. the Social Housing Act section 24; Indenrigs og boligministeriet, n.d.a). The landlord decides how to manage apartment maintenance following section 25 of the Social Housing Act. Either the tenant is responsible for the maintenance of the home, or the landlord performs maintenance while the tenant must set aside money for this (the Social Housing Act section 26–27).

A tenant who wishes to make changes to the apartment must have consent from the landlord according to the Rent Act section 28. However, certain installations must be permitted (the Rent Act section 29). On the other hand, tenants in social housing are allowed to make changes inside the apartments. In addition to minor changes such as painting, it is also permitted to move walls,

 https://doit.org/10.30672/njsr.120719

for example, unless they are load-bearing (the Social Housing Act section 39; Indenrigs og boligministeriet n.d.b)

The security of tenure in Denmark is strong (Edlund and Grubbe, 2019, p. 554; Juul-Sandberg, 2014a, p. 5). A fixed-term agreement expires at the agreed time. According to the Rent Act, a landlord can terminate an indefinite agreement provided that any of the grounds stated in the legislation are fulfilled. For example, if it is the landlord's home and he/she intends to live there, the agreement can be terminated (Edlund and Grubbe, 2019, p. 554; the Rent Act section 82). Another example is if the building is to be demolished (the Rent Act Section 83). Similarly, according to the Social Housing Act, some of the requirements in the legislation must be met for the landlord's termination: for example, the building must be demolished or rebuilt (the Social Housing Act section 85). In both legislations, there are further provisions on when the landlord can cancel the agreement, which applies if the tenant has materially mismanaged his or her obligations (the Rent Act sections 93–94: the Social Housing Act sections 90–91).

Provisions related to rent increases are also related to the tenant's security of tenure. It should be emphasized here that there are different rules for rent increases, just as the rules for rent-setting in the private part of the rental market differ (cf. Kettunen and Ruonavaara, 2021; Edlund and Grubbe, 2019). According to section 47 of the Rent Act, the landlord can increase the rent if it is significantly lower than the value, but at the earliest two years from the agreement was entered into (alternatively, two years since the last rent increase). Again, this does not apply to all tenancies; for example, not if cost-based rent according to the Housing Regulation Act, *Boligreguleringsloven*, applies. Rent increases for social housing are mainly related to when the current rent does not cover the costs, whereby this adjustment can be made (the Social Housing Act section 10; Juul-Sandberg, 2014b, p.21).

The right to transfer the housing unit and to the value thereof. The tenant has no right to transfer the tenancy to someone else without the landlord's permission (Edlund and Grubbe, 2019, pp. 507–508). However, there are some exceptions, such as the spouse's right to take over the tenancy if the tenant dies or that cohabitants who move apart may decide which party may continue the tenancy. Furthermore, there is also the right to exchange tenancy agreement with another tenant in section 73 of the Rent Act (cf. the Social Housing Act section 69) without the landlord's approval. Nevertheless, under certain circumstances, a landlord may refuse such an exchange (Edlund and Grubbe, 2019, p. 508–509). It is not permitted to receive payment for the exchange or transfer of a tenancy agreement (e.g., Edlund and Grubbe, 2019, p. 508; the Rent Act section 6; the Social Housing Act section 7).

The tenant's right to live in the home also includes members of his/her family and other close persons (Edlund and Grubbe 2019, pp. 150–151; the Rent Act section 26; the Social Housing Act section 79). Furthermore, renting out half of the living space to someone else is permitted. However, the tenant's ability to sublet the entire home to someone else is mainly limited to cases where the tenant temporarily needs to move because of, for example, studies or illness. The tenant can then sublet the home for a maximum of two years unless the landlord has

reasonable grounds to refuse this. According to the Rent Act, which rent the tenant may charge for subletting varies and depends, among other things, on what kind of tenancy it is. For subletting social housing, however, it is not permitted to charge a higher rent from the subtenant than the rent paid by the ordinary tenant (the Social Housing Act section 66).

5 Housing tenure in Finland

In Finland, in 2020, 55.2 percent of the homes were owned (it should be pointed out here that share apartments, *aktielägenheter*, are counted as ownership in the statistics and not indirect ownership as in the study), while 32.7 percent were rented housing (Statistik centralen, 2022). The statistics also show that 1.6 percent of the dwellings are tenant-ownership (which are not included in this study), and 10.4 percent consist of other tenures or unknown tenures.

5.1 Owner-occupied housing in Finland

5.1.1 Ownership of single-family houses

Owning a single-family house in Finland is usually based on ownership of real property. However, a real property unit, or part of it, can be granted with some type of usufruct, for example, residential ground lease, *lega för bostadsområde*, which can be granted for a maximum of 100 years. The following description refers to the ownership of real property. Roughly described, Finland's land and water areas are divided into real property units (Halme et al., 2006, p. 142; Viitanen et al., 2003). The properties can be two-dimensionally delimited (cf. Viitanen et al. 2003; the Finnish Property Formation Act, *Fastighetsbildningslagen*, section 185), and since 2018, it has been possible to form three-dimensionally delimited properties (RP 205/2017 rd). This description refers to the two-dimensional properties, which should be delimited on the ground. Houses, and other buildings, which are located on the real property unit and belong to the owner, become a component of the property (Halme et al., 2006, pp.154–155).

The right to use the housing unit and to exclude others from it. The property owner is entitled to use the real property unit, both land and houses, following the current purpose. It has been described that real property owners in Finland have a fundamental building right (*grundbyggnadsrätt*): a non-statutory right to build on their property (e.g., Halme et al., 2006, p. 145; Viitanen, 2000, p. 296). In addition, different levels of land planning regulate what may be built (e.g., the Land Use and Building Act, *Markanvändnings- och bygglagen*, section 55). The property owner's right to use the property unit can be further restricted by others' limited rights to the property, such as an easement or right of way (Halme et al., 2006, pp. 156–157). Further, a property owner is also entitled to exclude others from using the property, at least within a so-called home peace area, which should cover one's garden and house (Miljöministeriet, 2016). The property owner is responsible for maintaining houses and land. In addition, ownership offers great freedom in making changes to the home, but current plans and regulations must

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be considered. A property owner cannot be evicted or forced to sell the property. However, they are obliged to show consideration for neighbours and surroundings (Viitanen et al., 2003, p. 52).

The right to transfer the housing unit and to the value thereof. A property owner can transfer the property, including associated buildings and similar. It can be transferred to anyone and at the agreed price; there are no limitations in this regard. Furthermore, a property owner can let out the home following the provisions of the Finnish Rent Act. Finland's rent-setting is described as free and is based on what the parties agree on (e.g., Kettunen and Ruonavaara, 2021; Ralli, 2014). However, a rent that is deemed unreasonably high can be changed by a court (cf. the Finnish Rent Act chap. 3 sections 27 and 30; Ralli, 2014).

5.2 Indirect ownership of housing in Finland

5.2.1 Housing companies

In the Finnish form of housing companies, the basis is that a housing company, which is a particular type of limited company, owns a property. The shareholders receive a right to use a share apartment, *aktielägenhet*, in the company's house (The Housing Companies Act chap. 1 section 2). That means that each share (or group of shares) in the company entails an exclusive right to an apartment (The Housing Companies Act chap. 1 section 2–3). The Housing Companies Act, *Bostadsaktiebolagslagen,* and the housing company's articles of association regulate what applies to this tenure. *The following description is based on the Housing Companies Act (22.12.2009/1599) unless no other reference is stated.*

The housing company tenure is regarded as indirect housing ownership since the company owns the home, and the resident only possesses shares that give the right to use it (Halme et al., 2006, p. 143). However, the form has been described as very close to ownership (Nordisk ministerråd, 1997; Karlberg and Victorin, 2001). The housing company must have articles of association and can have rules of conduct. The shareholders have the opportunity to influence the company at the Annual General Meeting. Furthermore, a board shall be appointed at the meeting, responsible for managing the day-to-day administration. The Annual General Meeting can also decide whether there should be a managing director, a *disponent*. The managing director, who usually works as a property manager, manages administrative measures in the housing company (Lujanen, 2010, p. 188). For the shared expenses in the company, the shareholders must pay a fee following the articles of association.

The right to use the housing unit and to exclude others from it. Those who have a share, or a group of shares, in the housing company, are given the right to use one of the apartments in the company's building. Here, residential purposes apply, but it is also possible to have apartments for non-residential purposes. In order to be considered a housing company, more than half of the floor space (for the apartments in total) or more than half of the apartments must be granted as residential apartments to the shareholders. However, this requirement does not

exist for a so-called mutual housing company. The right to the apartment also entitles the shareholder to exclude others, except when the company or the manager must be given access for maintenance or supervision.

The shareholder is responsible for the maintenance of the apartment. Moreover, the housing company is responsible for what the shareholders are not responsible for; this includes, for example, the apartment constructions and common areas and systems. Shareholders also have the right to change the apartment, following the permitted purpose and considering "good building practice" (The Housing Companies Act chap. 5 section 1). However, the board must be informed about changes that may affect the housing company or other shareholders; under certain circumstances, they can refuse or put terms on such changes. In cases where a shareholder does not fulfill his or her obligations, the housing company can take possession of the apartment for a limited period, but not more than three years. Reasons for the company to take possession of the apartment can be neglect of the apartment or disturbances in it, given that it is not just a minor offense.

The right to transfer the housing unit and to the value thereof. A shareholder has the right to transfer the shares and, thus, the exclusive right to the apartment to anyone and at any price. However, the articles of association may contain rules restricting this right, for example, as the redemption of shares. Furthermore, it should be mentioned that there is a system in Helsinki called Hitas; within this system, share apartments may not be sold at any price (as for other share apartments) but only to a maximum price that is set by the municipality (Viitanen et al., 2003). The shareholder also has the right to let out his or her apartment without restrictions unless the articles of association prescribe otherwise. For tenancy, the Finnish Rent Act applies. Finland's rent-setting is described as free and is based on what the parties agree on (e.g., Kettunen and Ruonavaara, 2021; Ralli, 2014). However, a rent that is deemed unreasonably high can be changed by a court (cf. the Finnish Rent Act chap. 3 sections 27 and 30; Ralli, 2014).

5.3 Rented housing in Finland

5.3.1 Tenancy

The Finnish tenancy legislation is contained in The Finnish Rent Act, *Lag om hyra av bostadslägenhet*. The rental market consists of privately owned housing and housing owned by municipalities or public utility associations, in which parts of the rental stock have been built with state support (Ralli, 2014, p. 2). *The following description is based on the Finnish Rent Act (31.3.1995/481) unless no other reference is stated.*

The Rent Act initially describes that the legislation is applicable when a building, or part of it, is rented out for residential purposes. A tenant must pay rent to the landlord for the tenancy. Rent-setting in Finland is often described as free and is based on what the parties have agreed on (Kettunen and Ruonavaara, 2021; Ralli, 2014). However, if the rent is unreasonably high, it can be adjusted in court (cf. The Rent Act chap. 3 section 27 and 29–30; Ralli, 2014). For social housing, the rent is regulated and may only cover the costs (e.g., Act on Interest Subsidy for

 https://doit.org/10.30672/njsr.120719

Rental Housing Loans and Right-of Occupancy Housing Loans, *Lag om räntestöd för hyresbostadslån och bostadsrättshuslån*, chap. 2 section 13; Ralli, 2014, p. 4). The rental agreement can either be fixed-term or valid for an indefinite period; if nothing has been agreed upon, it applies for an indefinite period and thus runs until further notice.

The right to use the housing unit and to exclude others from it. A tenant has the right to use the apartment for the purpose agreed by the parties (The Rent Act chap. 1 section 1). When the Rent Act is applicable, the primary purpose shall be residential, for non-residential purposes the Act on Renting for Business purposes, *Lag om hyra av affärslokal*, applies instead. The tenant also has the right to exclude others from the apartment, except for occasions in which the landlord must be able to gain access. The landlord is responsible for maintaining common areas and the apartment. There is, however, an opportunity for the parties to distribute the responsibility differently (e.g., RP 304/1994 rd p. 60; Ralli, 2014, p. 8). Regardless of who is responsible for maintenance, the tenant is responsible for caring for the home.

A tenant is not permitted to make changes to the home without the landlord's consent; this also applies to minor changes such as repainting (Ralli, 2014, p. 8 and 14; The Rent Act chap. 2 section 21). Fixed-term tenancy agreements are terminated at the end of the agreed period. For a landlord to terminate an agreement for an indefinite period, he/she must have an 'acceptable reason,' and it must not be unreasonable for the tenant (The Rent Act chap. 7 section 56; Ralli 2014, p. 18). There are no requirements in the tenancy legislation for what are acceptable reasons, and it is somewhat free; however, Ralli (2014, p. 17) describes that it must coincide with fair rental practices. The landlord must also not terminate the agreement to raise the rent. The landlord must, however, be able to cancel the agreement due to, for example, delayed payments or neglect of the home unless it is of minor importance. Rent increases, which also count as an essential part of the security of tenure, may occur according to what the parties have agreed on (The Rent Act chap. 3 section 27; Kettunen and Ruonavaara, 2021).

The right to transfer the housing unit and to the value thereof. A tenant cannot transfer the tenancy without the landlord's consent, or that the parties have agreed on this. However, some exceptions follow, such as a transfer to someone in the immediate family who also lives in the home or a person who lives with the tenant may take over the tenancy if the tenant dies. In Finland, there are no explicit rules prohibiting compensation for the transfer of tenancy.

The tenant's spouse and children may live with the tenant in the home. Furthermore, it is permitted for the tenant to rent out half the apartment to someone else if this does not cause "*significant inconvenience*" to the landlord (The Rent Act chap. 2 section 17). However, to sublet the entire apartment, the landlord must give his or her consent or that the parties have agreed otherwise. Yet, a tenant who needs to live in another place due to, for example, employment or studies may sublet the home for a maximum of two years. In the case of subletting, there are no special rules on the rent-setting, but as the ordinary rent rules, the subtenant must be able to get an unreasonably high rent reduced.

6 Housing tenure in Norway

Of the Norwegian housing stock in 2021, 62.8 percent of the households owned their home, 13.6 percent had a share in a housing cooperative or housing company (the form housing associations are described in section 6.2.1, while, for example, housing companies are not included in this study), and 23.6 percent lived in rented housing (SSB, 2022).

6.1 Owner-occupied housing in Norway

6.1.1 Ownership of single-family houses

Ownership of single-family houses in Norway is usually based on ownership of real property. However, it is also possible to grant the land with some type of usufruct, for instance, ground lease, *tomtefeste*: this permits the usufructuary to have a house on someone else's land for at least 80 years. The following description is based on ownership of real property. The Norwegian land area (and, to some extent, water areas) is divided into real property units (Sevatdal and Hegstad, 2006). There are 'ordinary' two-dimensional property units, *grunneiendom*, but also a form of three-dimensional property, *anleggseiendom* (Thellufsen, 2009). For the following description, the two-dimensional property units are applicable. If the property owner builds a house, or some other building, permanently on the property unit, it becomes a property fixture and will continuously be part of the property unit (Sevatdal and Hegstad, 2006).

The right to use the housing unit and to exclude others from it. Under current land-use plans and regulations, the property owner is entitled to use the property unit, both land and buildings. Any changes in purpose (in this case, residential purpose) require a permit (cf. The Norweigan Planning and Building Act, Plan- og bygningsloven, chap. 1 section 6). However, the right to use the property may be further restricted due to others' limited rights to the property, such as easements (Sevatdal and Hegstad, 2006). The owner is also entitled to exclude others from using the property (Falkanger et al., 2021). Nevertheless, others must be allowed to stay on the property according to the right of public access (Taraldrud, 2016) – but this does not apply to the plot of land (cf. The Outdoor Act, *Friluftsloven*, sections 1a and 3). Maintenance of the property, both land and buildings, is the property owner's responsibility. In addition, the right to make alterations is far-reaching as long as it follows current land use plans and regulations. The property owner cannot be forced to sell the property or move away from it. Furthermore, there are rules for property owners to show consideration towards neighbours (cf. the Neighbours Act, *Grannelova*, section 2).

The right to transfer the housing unit and to the value thereof. The owner has the right to transfer the property unit (Taraldrud, 2016). The basic idea is that the property can be sold to anyone at any price. The owner has the right to the value when the property is transferred (Taraldrud, 2016). With the right of disposal, the owner can let the house to someone else. In such cases, the rules in the Norweigan Rent Act becomes applicable. Yet, with consideration to the specific rules that apply when letting out your own home, see the Norweigan Rent Act chap. 11

 https://doit.org/10.30672/njsr.120719

section 4. The rent should be agreed upon in the tenancy agreement; if not, it should be determined at the market level (cf. the Norweigan Rent Act chap. 3 section 1; Wyller, 2009, p. 299; Kettunen and Ruonavaara, 2021). However, the rent must not be unreasonable (the Norweigan Rent Act chap. 4 section 1).

6.1.2. Joint-ownership apartments

The Norwegian form of owner-occupied apartments, *eierseksjoner*, is based on joint ownership of a residential house and the land under the house. The co-owners are granted an exclusive right to an apartment, and the common areas are still jointly owned (the Property Unit Ownership Act section 4; Wyller, 2009). Each co-owner owns a particular share of the property (the Property Unit Ownership Act section 4). According to this share, the shared expenses that all co-owners are obliged to pay are distributed (the Property Unit Ownership Act section 29). This structure of owner-occupied apartments is an example of the unitary system (e.g., Paulsson, 2007; Lujanen, 2010). Hereafter, this form is called joint-ownership apartments. The form of tenure is regulated in the Property Unit Ownership Act, *Eierseksjonsloven*, and the associations' statutes. *The following description is based on the Property Unit Ownership Act (LOV 2017-06-16-65) unless no other reference is stated.*

In order to regulate in more detail what applies in the *association*, there must be statutes, and additionally, rules of conduct can also be adapted. The highest decision-making body is the Annual General Meeting, where the co-owners have the right to make proposals and vote. There must be a board whose task is, among other things, to ensure that maintenance and administration take place as decided.

The right to use the housing unit and to exclude others from it. The rights that owners of joint-ownership apartments in Norway hold are similar to those that result from ownership of single-family houses, which was also the intention when the form was created (Wyller, 2009, p. 476). The exclusive right to a residential apartment gives the owner the right to use it, following the specified purpose. The purpose of a joint-ownership apartment can be residential or non-residential. It also gives the right to exclude others from the apartment, except when the association needs access to maintenance and care of common devices. The owner is responsible for the maintenance of the apartment. However, maintenance of the common areas, and otherwise what is not the owner's responsibility, is the association's responsibility. The owner has great freedom to change the apartment; Wyller describes the existing restrictions as "*the works may not destroy common installations or impair the building structure*" (Wyller, 2009, p. 481. Own translation from Norwegian). Rules in the Property Unit Ownership Act may force a co-owner to move. A co-owner who materially mismanages his or her obligations may, after a warning, be forced to sell his or her share. For more severe offenses, such as something that risks the building being destroyed or significantly deteriorated, he or she can be evicted under The Enforcement Act, *Tvangsfull-brydelsesloven*.

The right to transfer the housing unit and to the value thereof. The owner has the right to transfer the apartment and let it out without any restrictions. This

right should be seen as the main rule; however, the statutes can restrict it (cf. Wyller, 2009, pp. 485–486). To exemplify such restrictions, they can require that the board must approve a new owner or tenant or that legal persons may not acquire a joint-ownership apartment. Rejecting a new owner or tenant requires a 'factual basis' (the Property Unit Ownership Act section 24 under-section 3) and means, for example, that the person needs to meet the requirements in the statutes (Wyller 2009 p. 487). If the joint-ownership apartment is transferred, the owner is entitled to the value therefrom, and there are no restrictions in this regard. In addition to what was described regarding letting of an apartment above, the rules in the Norwegian Rent Act, *Husleieloven*, become applicable. Yet, with consideration to the specific rules that apply when letting out your own home, see the Norweigan Rent Act chap. 11 section 4. The rent should be agreed upon in the tenancy agreement; if not, it should be determined at the market level (cf. the Norweigan Rent Act section 3–1; Wyller, 2009, p. 299; Kettunen and Ruonavaara, 2021). However, the rent must not be unreasonable (the Norweigan Rent Act section 4–1).

6.2 Indirect ownership of housing in Norway

6.2.1 Cooperative housing

The Norwegian form of 'housing cooperative', *borettslag*, has been described by Wyller (2009, p. 38) as "*between owner-occupied housing and rented housing*" but, still, a separate form. The property is owned by a housing cooperative (it is also possible to rent the property in which they grant housing, see Wyller 2009, p. 78), which must provide apartments in their house to the shareholders (The Housing Cooperatives Act section 1–1). The status of the shareholders' rights has changed over time: previously, it was a form of tenancy granted to the holder, but since 2005, it has been a type of usufruct (Wyller, 2009, pp. 57–58, 115). The form of tenure is regulated in The Housing Cooperatives Act, *Burettslagslova,* and the association's statutes. *The following description is based on the Housing Cooperatives Act (*LOV-2003-06-06-39*) unless no other reference is stated.*

The housing association must have statutes and may also have rules of conduct. The highest decision-making body is the general meeting, where the shareholders have the opportunity to influence the cooperation. Furthermore, there must also be a board in the housing cooperation that manages the day-to-day administration and makes the decisions on the board's responsibility. All shareholders must contribute to the shared expenses in the housing cooperation. A housing cooperation is often connected to a cooperative building organization, *boligbyggelag*, although they do not have to be (Wyller, 2009, p.39). However, a housing cooperation connected to a cooperative building organization must, for example, relate to the cooperative building organizations statutes (Wyller, 2009).

The right to use the housing unit and to exclude others from it. A shareholder in a housing cooperative holds the right to use an apartment. Normally, the apartments shall be granted for residential purposes. It may, in some cases, be possible with non-residential purposes, but they must then be connected to the housing association

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(cf. The Housing Cooperatives Act section 1–1; Wyller, 2009, p. 79ff). Furthermore, the shareholder is entitled to refuse others to access the apartment, except when access is needed for the housing cooperative to carry out maintenance work (The Housing Cooperatives Act section 5–17; Wyller, 2009, p. 116). Maintenance of the own apartment is the responsibility of the shareholder. The Housing Cooperatives Act section 5–12 stipulates that the apartment's condition must be acceptable and exemplifies the shareholders' responsibility. The housing cooperative shall maintain the common areas and those parts that are not the shareholders' responsibility. A shareholder also has the right to make changes to the apartment. This right is not explicitly described in the legislation but follows the provisions regulating responsibility for maintenance in The Housing Cooperatives Act section 5–12 (Wyller, 2009, p. 118). However, the changes must not be of such a nature that they affect the building construction (Wyller, 2009, p. 118). Rules in the legislation stipulate that a shareholder may be forced to sell his or her unit and move, even though the requirements are high (Wyller, 2009, p.102). If a shareholder materially breaches his/her obligations, despite a written warning, the housing cooperative can demand that the unit should be sold. If the offenses are so severe that they risk destroying or severely deteriorating the building, the unitholder can be evicted following The Enforcement Act, *Tvangs-fullbrydelsesloven*.

The right to transfer the housing unit and to the value thereof. A shareholder can transfer the right to the apartment by transferring his or her share to someone else. Furthermore, the shareholder must be allowed to transfer this "freely" (Wyller, 2009, p. 92), but with certain restrictions. The housing cooperative may decide that they must approve the acquirer as a new shareholder; however, a refusal presupposes a 'factual basis' (The Housing Cooperatives Act section 4–5). Furthermore, section 4–1 of the Housing Cooperatives Act describes that legal persons cannot be shareholders, even if some exceptions exist. The transfer may usually occur at an agreed price between the parties. There may be exceptions in the statutes, such as restrictions on the transfer amount to counteract gains on transfer - although this seems to be relatively unusual (e.g., Wyller, 2009, p. 178). It should be noted that there previously were rules on price regulation of transfers, which were removed during the 1980s (e.g., Annaniassen, 2013).

The right to let out the apartment requires consent from the housing cooperative (The Housing Cooperatives Act section 5–3; Wyller, 2009, p.121). However, there are certain exceptions; for example, it is permitted to let part of the apartment. Furthermore, the shareholder must be able to let out the apartment temporarily to live somewhere else due to, for example, work or studies. A shareholder who has lived in the apartment for one year (of the last two years) must also be able to let out the apartment for a maximum of three years. When letting the apartment, the rules in the Norwegian Rent Act, *Husleieloven*, become applicable (with the specific rules that apply when letting out your own home, see the Norwegian Rent Act chap. 11 section 4). The rent should be agreed upon in the tenancy agreement; if not, it should be determined at the market level (cf. the Rent Act section 3–1; Wyller 2009, p. 299; Kettunen and Ruonavaara, 2021). However, the rent must not be unreasonable (the Rent Act section 4–1).

6.3 Rented Housing in Norway

6.3.1 Tenancy

The tenancy legislation in Norway is found in the Norwegian Rent Act, *Husleieloven*. Initially, it is stated when the law can be applied; "*the law applies to agreements on the right to use housing against consideration*" (the Rent Act chap. 1 section 1. *Own translation from Norwegian*). Tenancy agreements can be granted for a fixed period or otherwise unlimited. The agreements run until further notice unless there is no time for the termination stated in the agreement (the Rent Act chap. 9 section 1). The tenant must pay rent to the landlord for the usage. The rent-setting in Norway is based on what the parties have agreed on. Otherwise, the rent must be determined at market rent (cf. the Norwegian Rent Act chap. 3 section 1; Wyller 2009, p. 299; Kettunen and Ruonavaara, 2021). However, the rent must not be unreasonable (the Norweigan Rent Act chap. 4 section 1). *The following description is based on the Norwegian Rent Act (LOV-1999-03-26-17) unless no other reference is stated.*

The right to use the housing unit and to exclude others from it. As described, the tenant has the right to use the apartment for the purpose agreed on, in this case, for residential purposes. The tenant can deny others access to the apartment (Wyller, 2009, p.291). However, the landlord must be able to get access in order to be able to conduct maintenance, among other things. The basic rule regarding the responsibility for maintenance is that it is the landlord's responsibility. The responsibility thus covers both the apartment and the remaining areas on the property (Wyller, 2009, p. 281). The tenant's responsibility is stipulated in the Rent Act chap. 5 section 3; however, if something needs to be replaced, this is the landlord's responsibility. The tenant must also carefully take care of the apartment and other areas (the Rent Act chap. 5 section 1). The parties can agree on another distribution of the maintenance than what is stipulated in the Rent Act (chap. 5 section 3). The tenant is not entitled to change the apartment without the landlord's consent.

A fixed-term tenancy agreement ends at the time stipulated in the agreement. For a landlord to terminate agreements granted for an indefinite period, some ground for termination in the Rent Act chap. 9 section 5 must be fulfilled. For example, if the landlord plans to live in the apartment or the house is being demolished. The landlord can also terminate the agreement due to significant misconduct by the tenant. Yet, another significant part of the tenant's security of tenure is the landlord's ability to change the agreed rent. According to these rules, the rent can be adjusted annually according to the consumer price index (cf. the Rent Act chap. 4 section 2; Kettunen and Ruonavaara, 2021). At the earliest, 2.5 years after the tenancy agreement has been entered, the rent level can be adjusted to correspond to the current rent levels (the Rent Act chap. 4 section 3; Wyller, 2009, pp. 302–308). The landlord may only change the rent six months after such a request is given (the Rent Act chap. 4 section 3). Thus, in practice, such an adjustment can only take effect after three years from the conclusion of the agreement.

 https://doit.org/10.30672/njsr.120719

The right to transfer the housing unit and to the value thereof. The basic principle is that the tenant may not transfer the tenancy agreement to someone else unless the landlord agrees or the parties have agreed otherwise (the Rent Act chap. 8 section 1; Wyller, 2009, p.322). However, exceptions, which includes that a close relative who lived with the tenant may take over the agreement if the tenant dies or in the event of separation. It is not permitted to charge compensation for a tenancy agreement, neither to initially enter into the agreement nor transfer it (cf. the Rent Act chap. 3 section 7; Wyller, 2009, p. 258). The tenant's spouse, cohabitant, and other close relatives can live with the tenant. The tenant should be allowed to rent out a part of the home; the landlord must approve if there is no objective reason for refusal (the Rent Act chap. 7 section 3). However, for subletting the entire apartment, the basic principle is that it requires consent from the landlord (the Rent Act chap. 7 section 2; Wyller, 2009, p. 322). There are some exceptions to this, for instance, subletting for a maximum period of two years due to, for example, employment or work. Furthermore, this also requires approval, which should be provided unless there are objective reasons for refusal. Regarding subletting, the same rules apply to the rent-setting as previously described: the tenant can ask for market rent, but not unreasonable rent following, the Rent Act (chap. 3 section 1 and chap. 4 section 1).

7 Housing tenure in Sweden

In Sweden, 39.8 percent of the households own a single-family house, 20.7 percent are tenant-ownership apartments in multi-family houses, and 28.4 percent are rented housing in multi-family houses (SCB, 2021). In 2021, there were in total 3331 owner-occupied apartments (Lantmäteriet, 2022).

7.1 Owner-occupied housing in Sweden

7.1.1 Ownership of single-family houses

Owning a single-family house in Sweden is generally based on ownership of real property. However, it is also possible to have some usufruct to use the land for residential purposes. Residential ground lease, *bostadsarrende,* is one example; the usufructuary then has the right to build and hold a house on someone else's property unit for at least five years (the Land Code, *Jordabalken*, chap. 10 section 2). Site leasehold, *tomträtt,* is another; it is granted indefinitely (although it should be clarified that the property owner has the option of terminating the contract at certain periods of time) and is reminiscent of owning real property (cf. Bengtsson et al., 2022; Victorin and Flodin, 2020). However, in the following description, ownership of real property is considered. Land, and to some extent water areas, are divided into real property units in Sweden (Julstad, 2006). There are both traditional property units, two-dimensionally delimited, and three-dimensional property units. Additionally, there is a particular type of three-dimensional property, ownership apartments, described further in section 7.1.2. This description refers to the real property units. When a house, or any other building, is built on the property unit by its owner, it becomes a property

fixture (the Land Code chap. 2 section 1), and, henceforth, it will be an element of the property unit.

The right to use the housing unit and to exclude others from it. A property owner has the right to use the property unit, both land, and buildings thereon; this applies to the ongoing land use and must comply with current regulations. For any changes in land use, a permit is thus required (Ekbäck, 2009). If others have limited rights to the property, for example, an easement or a ground lease, the owner's right to use it is reduced as a result. Moreover, a property owner can exclude others from staying on his or her plot of land. However, this right is restricted outside this area where public access prevails (Ekbäck, 2019). Managing and maintaining both land and buildings is the property owner's responsibility. Furthermore, the property owner has the right to make changes and renovations, provided any permits have been granted. A property owner cannot be forced to move from his/her property or sell it. However, the owner must show consideration for others when using the property, following the rules of neighbouring legislation in the third chapter of the Land Code.

The right to transfer the housing unit and to the value thereof. A property owner holds the right to transfer the property unit and receive the value therefrom. It can be transferred to anyone at any price as a point of departure. Furthermore, the owner can let out the home without any restrictions. The tenancy conditions, chapter 12 in the Land Code, *Jordabalken*, apply alongside the Private Rental Act, *Lag om uthyrning av egen bostad*. In section 7.3.1, the rules for rent-setting according to chapter 12 in the Land Code are further described. However, for letting your own home, as mentioned, the Private Rental Act also applies (it only applies when letting out one's own home. If several homes are rented out, the law is only applicable to the first according to section 1). The parties must agree on the rent, which should be based on operating costs as well as the cost of capital (prop. 2020/21:201 s. 81).

7.1.2 Owner-occupied apartments

It became possible to form owner-occupied apartments, *ägarlägenheter*, in Sweden in 2009. Nevertheless, the potential need has been discussed for many years (e.g., SOU 1982:40; Brattström, 1999; SOU 2002:21). In Sweden, an owner-occupied apartment is a particular form of a three-dimensional property unit intended to accommodate only one residential apartment (the Land Code chap. 1 section 1 a). The owner owns the apartment, while common areas and the land are jointly owned and managed by a joint property association. The design of the form thus belongs to the dualistic system (e.g., Paulsson, 2017; Cağdaş et al., 2018). Management of the common parts can be solved in different ways, it is usually done through joint property units or participating property units, where the owner-occupied apartments must participate.

The form is regulated in the real property legislation, such as the Land Code, which also applies to traditional property units (described in section 7.1.1.), but also in the cadastral documents and the joint property association's statutes. Thus, no separate law is intended for owner-occupied apartments (cf. prop. 2008/09:91,

 https://doit.org/10.30672/njsr.120719

pp. 109–111). The joint property association is responsible for managing the common matters, and all the owner-occupied apartments must participate in this (issues concerning the joint property association are regulated in the Joint Property Management Act, *Lag om förvaltning av samfälligheter*). The association must have statutes, and it is also allowed to have rules of conduct. Furthermore, there must be a board that handles day-to-day administration. The owners can exercise their influence on the association at the general meeting. The owners must contribute to the shared expenses based on the ownership apartment share.

The right to use the housing unit and to exclude others from it. As the owner of an owner-occupied apartment, the right to use it for residential purposes follows - this is also the only permitted purpose for owner-occupied apartments in Sweden. Furthermore, the right to exclude others from the apartment also follows. However, there are rules concerning neighbours, enabling other owners to gain access if needed for work on their owner-occupied apartment. However, this only applies if "*...the need for access clearly outweighs the damage and inconvenience that the access can be assumed to cause"* (the Land Code chap. 3 section 7. *Own translation from Swedish*).

When owner-occupied apartments are formed, a delimitation is made between the apartments and the common areas, as is described in the property formation order. The responsibility of the owners and the joint property association is thus not regulated in legislation but in separate procedures and can consequently differ between projects. The owner must maintain what belongs to the own apartment, while the joint property association manages common areas. The owner has great freedom to make changes and alterations within their apartment. However, for example, load-bearing walls often belong to the common parts (Lantmäteriet, 2009). The neighbouring rules found in the Land Code contain provisions that owner-occupied apartment owners must not expose others to disturbances (however, minor ones should be tolerated). If disturbance still occurs, a common court may decide on a contingent fine to cease the disturbance (cf. the Land Code chap. 3 section 11; prop. 2008/09:91). However, there are no rules to force an owner to sell or move out of the apartment (cf. prop. 2008/09:91; Lantmäteriet, 2009).

The right to transfer the housing unit and to the value thereof. Owner-occupied apartments can, like single-family houses, be transferred to whomever the owner wants and at a price that the parties agree on. Furthermore, the owner has the right to rent out the home freely and thus without a permit. For the tenancy conditions, Chapter 12 in the Land Code (also called *Hyreslagen*, the Swedish Rent Act) applies alongside the Private Rental Act, *Lag om uthyrning av egen bostad*. In section 7.3.1., the rules for rent-setting according to the Rent Act are further described. However, as mentioned, the Private Rental Act applies to letting out your own home. The parties must agree on the rent, which should be based on the operating costs as well as the cost of capital (prop. 2020/21:201, p. 81).

7.2 Indirect ownership of housing in Sweden

7.2.1 Tenant-ownership

In Sweden, the tenant-ownership form, *bostadsrätt,* is sometimes referred to as ownership of an apartment, which is not legally correct (cf. Bengtsson et al., 2022; Björkdahl, 2020). Instead, the basis is that a tenant-owner association owns a property (the land can also be granted with a site leasehold, meaning that the association only owns the buildings) in which the association members possess the right to an apartment (The Tenant-ownership Act chap. 1 section 1 and 3). The form is regulated in the Tenant-ownership Act, *Bostadsrättslagen,* and the tenant-owner association statutes. The association must have statutes, and it is also possible to have rules of conduct. The highest decision-making body is the general meeting; this is also the tenant owner's opportunity to influence the association. A board is appointed to conduct day-to-day administration. The tenant-owner association charges a fee from the tenant-owners to cover its running costs (The Tenant-ownership Act chap. 7 section 14). *The following description is based on the Tenant-ownership Act (SFS 1991:614) unless no other reference is stated.*

The right to use the housing unit and to exclude others from it. A member of the association and holder of a tenant-ownership has the right to use the apartment for intended purposes, in this case, residential purposes. Tenant-ownership can be granted for non-residential purposes or residential purposes; the latter is considered in the following. The tenant-owner also has the right to exclude others from the apartment, except when the association needs access for, for instance, supervision or reparations. The tenant-owner is responsible for the maintenance of the apartment but with certain exceptions. For example, some types of pipes that serve several apartments are the association's responsibility. Furthermore, the association is also responsible for maintaining the common areas.

The tenant-owner has the right to make changes and renovations to the home. Permission from the board is required for interventions in load-bearing walls or other significant changes. However, permission must be granted unless the measure will cause substantial damage. If a tenant-owner does not fulfill his/her obligations, the tenant-ownership can be forfeited. For example, subletting without permission from the board or neglect of the apartment can be grounds for such action. However, this does not apply if it is an offense of minor significance. Regulations regarding the tenant-owner's rights and responsibilities to use the apartment are found in the Tenant-ownership Act chapter 7.

The right to transfer the housing unit and to the value thereof. The basis is that a tenant-owner has the right to transfer the tenant-ownership to whomever he/she wants. According to Victorin and Flodin (2020, p. 27), the idea is that a granted tenant-ownership should be transferred and not returned to the association. If the tenant-ownership is transferred, the acquirer must be approved as a member of the tenant-owner association. Usually, the association should approve an acquirer they *"should reasonably accept"* as a member (The Tenant-ownership Act chap. 2 section 3). However, the association can deny legal persons membership. The tenant-owner is entitled to the value from a transfer (Victorin and Flodin, 2020).

 https://doit.org/10.30672/njsr.120719

However, it is worth mentioning that price regulations previously existed for tenant-ownership transfers, which were removed in 1968 (Grander, 2020). Although it is unusual, there are still tenant-owner associations with price restrictions in their statutes (Victorin and Flodin, 2020).

Subletting the apartment requires permission from the association board. However, the tenant-owner may also be permitted to sublet the apartment if he/she has a reason for subletting and the association does not have a justified reason to refuse it. Examples of when a tenant-owner may sublet the apartment can be employment or studies in another city (Victorin and Flodin, 2020). The rent tribunal issues the permit, which must be limited in time. For subletting, the tenancy conditions are found in Chapter 12 in The Land Code (also called *Hyreslagen*, the Swedish Rent Act) applies alongside the Private Rental Act, *Lag om uthyrning av egen bostad*. In section 7.3.1., the rules for rent-setting according to the Rent Act are further described. However, as mentioned, the Private Rental Act also applies when subletting a tenant-ownership apartment. The parties must agree on the rent, which should be based on the operating cost as well as costs of capital (prop. 2020/21:201 p. 81).

7.3 Rented housing in Sweden

7.3.1 Tenancy

The Swedish tenancy legislation is found in Chapter 12 of the Swedish Land Code, usually called the Swedish Rent Act. In addition, the Private Rental Act becomes applicable for letting out one's own home. The Rent Act applies to residential and non-residential tenancy; however, the following description only focuses on the former. Initially, it is described that the law is applicable when there is an agreement that the landlord shall grant a house, or part of a house, to the tenant. For using the housing unit, the tenant must pay consideration to the landlord. A tenancy agreement can be entered into for a fixed or indefinite period (The Land Code chap. 12 section 3).

The Swedish rent-setting system has been described as regulated (Kettunen and Ruonavaara, 2021). It is based on the housing units utility value, i.e., the rent must correspond to the rent for other comparable apartments in terms of, for example, its standard and size (cf. the Land Code chap. 12 section 55; Bengtsson et al., 2022, pp. 101–103; Kettunen and Ruonavaara, 2021). However, there are exceptions for newly produced apartments, which apply for 15 years. A characteristic of rent-setting in Sweden is the negotiation system in which representatives for the tenants as well as for the landlords, in most cases, negotiate the rents (Bååth, 2015). *The following description is based on Chapter 12 of the Swedish Land Code (SFS 1970:994) unless no other reference is stated.*

The right to use the housing unit and to exclude others from it. The tenant is entitled to use the apartment following the agreed-upon purpose, in this case, for residential purposes. This means an exclusive right to the apartment (Björkdahl, 2020). The tenant thus also has the right to exclude others from the apartment; however, with the exception that the landlord must be able to gain access for,

among other things, supervision, and maintenance work. The responsibility for maintaining the apartment rests with the landlord (cf. The Land Code chap. 12 sections 9 and 15). In addition to apparent reparations, normal wear and tear remediation also follows this responsibility (Björkdahl, 2020, pp. 103–104). It is not possible to agree otherwise; this means the tenant cannot take over the responsibility for maintenance other than through a bargained agreement (cf. the Land Code chap. 12 section 15 undersection 2; Bengtsson et al. 2022, p. 206). Furthermore, the landlord's maintenance responsibility includes common areas (cf. Bengtsson et al. 2022, p. 205; The Land Code chap. 12 section 15 under section 3). On the other hand, the tenant is obliged to care for the apartment. The tenant also has a statutory right to make specific changes to the home, for example, wallpapering and similar measures. However, any decrease in the utility value resulting from such changes means the tenant will be liable for compensation.

The fixed-term leases expire at the agreed time; however, termination must occur if the tenancy has lasted longer than nine months. The landlord's termination of the non-fixed-term leases requires some of the stated grounds in the Land Code chap. 12 section 46 to be fulfilled; for example, if the building is being demolished. However, the tenancy can also be forfeited if the tenant materially breaches his/her obligations (Björkdahl, 2020, p.183). Such actions include neglecting the apartment or delayed payments following the Land Code chap. 12 section 42 Another significant component in the security of tenure is the landlords' possibility to increase the rent. Rental increases usually occur after rent negotiations between the tenant association and the landlord (cf. Björkdahl, 2020; Kettunen and Ruonavaara, 2021). Otherwise, the landlord and the tenant must agree on the rent change. If they cannot agree, the rent tribunal shall determine the new rent (cf. the Land Code chap. 12 sections 54–54 a).

The right to transfer the housing unit and to the value thereof. As a rule, the tenant has no immediate right to transfer the tenancy agreement to someone else (Björkdahl, 2020). The landlord must approve such a transfer (the Land Code chap. 12 section 32). However, there are some exceptions to this. For example, a cohabitant or spouse has the right to take over the tenancy agreement for their joint home in the event of property division or estate distribution. A cohabitant or spouse should also be able to take over the tenancy agreement when the tenant, for instance, terminates the agreement. In addition, a close relative who lives with the tenant may take over the tenancy agreement after permission from the rent tribunal, a permission which shall be given "*if the landlord can reasonably be satisfied with the change*" (the Land Code chap. 12 section 34).

Furthermore, a tenant may exchange the rental apartment with someone else. Such an exchange only applies for another rental apartment and shall be permitted by the rent tribunal unless it causes significant inconvenience to the landlord. It also requires a notable cause (requirements which are stricter for tenants who have lived in their rental apartment for less than a year) from the tenant; requirements that in practice have not been rigorous (cf. the Land Code chap. 12 section 35; Björkdahl, 2020, p. 170). Moreover, it is not permitted to receive compensation for a tenancy transfer; legislation has been tightened in these matters and special

 https://doit.org/10.30672/njsr.120719

compensation in exchange for tenancy can lead to imprisonment. The tenant's family may also live in the apartment with the tenant, although no explicit rules regulate this. Furthermore, the tenant may rent out part of the home to someone else unless it causes the landlord harm. However, the right to sublet the entire home is more limited. Under certain conditions, the rent tribunal must grant permission for subletting: if the tenant has considerable reasons due to, for example, studies and the landlord, on his/her part, has no justified reason to refuse this. The rent tribunal's permit must be limited in time. The rent for such a tenancy may not exceed the ordinary tenant's rent or include a 15 percent supplement for furniture.

8 Comparison of housing tenures

The following section compares the different forms of housing tenure in each country based on the research questions and the selected "Bundle of Rights"-aspects. First, the tenures' design is compared, followed by a comparison based on selected aspects. The section ends with analyzing which characteristics can be discerned among the housing tenures within the three categories from which the investigation is structured. Table 1 provides an overview of the rights and obligations of each form of housing tenure. For increased visibility, three levels indicate if the resident possesses a right or obligation; X means the resident possesses the right or responsibility, / means that the resident possesses it with some restrictions, while — means the resident does not possess the right or obligation (alternatively, with substantial restrictions). Thus, the table should serve as a rough overview and is intended to be read together with the descriptions (see Table 1).

8.1 Comparison of the tenure forms design

8.1.1 Owner-occupied housing

Owning your own home can take various forms, such as owning a single-family house or an apartment in a multi-family residential building. The types of existing housing tenures and their design can vary between different countries. However, a feature of homeownership is that the individual owns the home - alone or together with others. Ownership of single-family houses is an established and common form of tenure in all four studied countries. The design is largely similar in all these countries; the basis is ownership of a real property unit, where houses and other buildings belonging to the owner become a fixture or a component of the property unit. Owner-occupied apartments, i.e., ownership of an apartment in a multi-family residential building, exist in Sweden, Norway, and Denmark. In Sweden, owner-occupied apartments are a relatively new form of tenure, established in 2009, while in comparison, owner-occupied apartments have existed much longer in Denmark and Norway.

There are more apparent differences in the design of the owner-occupied apartment forms compared to single-family houses. The Danish and Swedish forms belong to the dualistic system: the owner owns the apartment, while common areas and associated land are owned and managed together by all owners (cf.

Table 1. *The rights and obligations included in each form of tenure.*

	DENMARK					FINLAND			NORWAY				SWEDEN			
	Ownership		Indirect ownership	Rental		Ownership	Indirect ownership	Rental	Ownership		Indirect ownership	Rental	Ownership		Indirect ownership	Rental
	Single family houses	Owner occupied apartments	Private cooperative housing associations	Tenancy	Social housing	Single family houses	Housing companies	Tenancy	Single family houses	Joint ownership apartments	Housing cooperative	Tenancy	Single family houses	Owner occupied apartments	Tenant ownership	Tenancy
The right to housing unit and to exclude others from it																
1. The right to use the housing unit	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
2. The right to exclude others	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
3. The responsibility for maintenance	X					X			X				X			
3a. For common areas		–	–	–	–		–	–		–	–	–		–	–	–
3b. For the housing unit		X	X	–	/*		X	–		X	X	–		X	X	–
4. The right to change the housing unit	X	X	X	–	X	X	X	–	X	X	X	–	X	X	X	/
S. Protection from being forced to move	X	/	/	/	/	X	/	–	X	/	/	/	X	X	/	/
The right to transfer the housing unit and to the the value thererof																
6. The right to transfer	X	X	X	/	/	X	X	–	X	X	X	–	X	X	X	/
7. The right to the value from the transfer	X	X	/	–	–	X	X	/	X	X	X	–	X	X	X	–
8. The right to sublet	X	X	/	/	/	X	X	/	X	X	/	/	X	X	/	/
9. The right to the value from subletting	/**	/**	/**	/**	–	X	X	/	X	/	/	/	X	X	X	–

* The responsibility can vary depending on the landlord.
** Depends on how the rent may be set.

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Paulsson, 2017; Cağdaş et al., 2018; Dreyer and Simiab, 2016). The Norwegian Joint-ownership apartments, in comparison, belong to the unitary system: joint ownership of the entire property with an exclusive right to an apartment. All three countries have some form of association to manage common matters. The actuality that the owner inevitably must be part of the 'common' through an association has been described as a characteristic feature of the owner-occupied apartment form by, among others, Dreyer and Simiab (2016, pp. 158–159).

A further difference in the actual design of the owner-occupied apartment tenures is that in Denmark and Norway, a particular legislation regulates the tenure form (and the association's statutes in addition). In comparison, there is no such separate law for the Swedish owner-occupied apartment tenure; instead, it is regulated in the existing real property legislation besides cadastral procedure documents and the association statutes. Having separate legislation for the tenure, as in Denmark and Norway, can perhaps increase the lucidity and clarity regarding the tenure form and what it entails. For example, to have the provisions regarding owner-occupied apartments collected in one law may help create clarity, and furthermore, not as much regarding boundary marking between the apartments and common areas depends on the individual cadastral procedure. However, not having general rules for the boundaries can possibly also provide with flexibility for different buildings and projects.

8.1.2 Indirect ownership

A feature of the design of indirect forms of housing tenures is (as described in Chapter 3) that a legal person owns the residential building or the property unit (cf. Victorin and Flodin, 2020; Nordisk ministerråd, 1997). Due to, for example, membership in an association or shares in a company, an exclusive right to use a housing unit is granted. However, what type of legal person who owns the residential building may differ. Among the studied countries, all tenures within indirect ownership are regulated in particular legislation along with, for example, association statutes or company articles. Furthermore, all studied tenures include a right for the shareholder or member to participate in influencing the association.

8.1.3 Tenancy

The tenancy form is based on an agreement, which means that the tenant may use an apartment, and for this, consideration must be paid to the landlord. In this respect, the design is similar for all countries. Furthermore, the rights and obligations of the tenant and landlord, respectively, are regulated in the tenancy legislation.

8.2 Comparison of the tenure forms bundles of rights

The following two subsections analyze and compare the content of the various housing tenures. First, the aspects related to the right to use the housing unit and the right to exclude others from it are analyzed, followed by aspects regarding the right to transfer the housing unit and the right to the value thereof.

8.2.1 The right to use the housing unit and to exclude others from it

The right to use the housing unit for current purpose and to exclude others from using the housing unit. Common for all compared forms of housing tenure in the study is that the resident has a right – through, for example, ownership, membership, shareholding, or tenancy agreement – to use the housing unit following this intended purpose. Similarly, a right to exclude others from the apartment is included in all the forms. In this context, however, it should be mentioned that in several of the compared tenures, especially those that typically exist in multi-family buildings, there are also rules where a representative of the association or the landlord must be given access, for example, to conduct supervision or maintenance. There are no such rules for the ownership of single-family houses; however, there are restrictions on the right to exclude others from the property, mainly connected to the right of public access.

The responsibility for maintenance of the housing unit and common areas. The responsibility for maintenance of the housing unit and common areas (if any) differs between the tenures. Ownership generally implies a higher degree of responsibility than tenancy as a tenure. The owner of a single-family house is responsible for maintaining both the house and associated land in all four studied countries. For the owner-occupied apartments (to a large extent, the indirect ownership forms as well), the owner (respectively shareholder, members, et cetera.) is responsible for maintaining the apartment. However, there are exceptions where the association takes over particular parts of the responsibility, for instance, certain pipes or ventilation. Furthermore, the association is responsible for maintaining the common areas. As a main rule, the responsibility for maintenance within tenures of tenancy is the landlords in all compared countries: both the apartment and common areas. However, there are differences regarding the possibility of distributing the responsibility differently, i.e., the tenant undertakes parts of the landlord's responsibility. It is possible to agree on such changes in responsibility in Denmark (and according to the Social Housing Act in Denmark, the landlord must decide on responsibility for maintenance), Finland, and Norway. However, in Sweden, this possibility is limited to when there is a bargained agreement.

The right to change the housing unit. The right to make changes to the housing unit differs considerably depending on the form of tenure. An owner of a single-family house has far-reaching rights for such changes; as long as current plans and legislation are being followed, the right is more or less unlimited. Owner-occupied apartment owners also have a high degree of freedom to implement changes. However, there are often rules stating that the changes, for example, must not cause damage to other apartments or common areas. This reflects a measure of consideration due to the owner-occupied apartments being located together with other apartments in multi-family buildings. For the indirect forms of ownership, the rights to make changes are far-reaching as well. However, there are more often restrictions ordering that the association or company should be notified in advance or requiring permissions for significant changes. The kind of changes described so far, both for owner-occupied housing and the indirect forms of ownership, are more extensive: renovation of a kitchen or a bathroom

 https://doit.org/10.30672/njsr.120719

or demolition or construction of a wall. In the next category, tenancy, the right to change is much more limited than in previous categories. The starting point is that consent is needed to make changes: major changes, but also minor ones. In Swedish legislation, however, there is a provision that explicitly allows a tenant to wallpaper and make similar changes to the home. Yet, the tenant may be liable for compensation if the utility value of the home is reduced. Furthermore, in the Danish social housing tenure, the residents have far-reaching opportunities to make changes, even major changes like moving a wall.

Protection from being forced to move. Owners of single-family houses (through ownership of a real property unit) must show consideration for neighbours and surroundings; this type of regulation exists in all the countries included in the comparison. However, there are no rules that can force the resident (i.e., the owner) to move from the house and the property (to clarify, expropriation and such measures have not been included in this study). As previously described, owner-occupied apartments are also ownership of a home. However, these tenures typically have more rules regarding eviction and forced sale. Denmark and Norway have rules for excluding an owner in case of serious offenses, but there are no corresponding provisions on exclusion in the Swedish legislation on owner-occupied apartments. For the indirect forms of ownership in Sweden, Denmark, and Norway, there are rules on excluding a shareholder or tenant-owner, which apply in case of extensive offenses. The rules for Finnish housing companies are not as far-reaching; in the event of such offenses, the company can take possession of the home, but for a maximum of three years.

Questions regarding a tenant's right to remain in a rented apartment are vital for tenancy as a tenure form and apply to the security of tenure. Seemingly, the security of tenure is more extensive in Denmark, Norway, and Sweden, where it is required that some reasons for termination specified in the legislation must be met in order for the landlord to terminate the tenancy. In Finland, an acceptable reason for termination of the agreement means that it should not be unreasonable for the tenant. Additionally, a tenant who materially mismanages the obligations can be evicted in all four countries. However, it should be mentioned that there could be exceptions in respect of, for example, renting out one's own home. Another aspect of the security of tenure is the landlord's ability to increase the rent. For all four countries, there are rules for when rent increases may take place. These rules differ between the countries, where increases after negotiations, according to what the parties agreed on, and adjustments if rent is less than the value (roughly described), are to mention some. However, despite the differences, in common for all is that there are rules regarding rent increases, and thus, the landlord cannot freely adjust the rent.

8.2.2 The right to transfer the housing unit and to the value thereof

The right to transfer the housing unit. The right to transfer the housing unit varies significantly between the forms of tenure. An owner of a single-family house has the right to transfer the property unit freely; to whomever he/she wants and without any restrictions. The transfer of owner-occupied apartments also takes place

freely and without restrictions (although in Denmark and Norway, it is possible to have restrictions in the articles of association regarding who can acquire an owner-occupied apartment). As regards the indirect forms of ownership, the right to the apartment can be transferred by, for instance, transferring the shares in the association or the company. The right to transfer within this category is far-reaching in all four countries. However, in general, it is more limited than transferring owner-occupied housing. In Finland, a share in the housing company can be transferred without any restrictions, as a general rule. Nevertheless, in Sweden, Denmark, and Norway, it is common to have rules limiting the possibility of transferring to a legal person. There may also be rules where an acquirer needs to be approved by the association. Transfer of tenancy agreements is, however, more limited. The point of departure is that a transfer cannot occur without the landlord's consent in all compared countries. In addition, there are, however, rules on exemptions for family members to take over the tenancy of their joint home. The significant difference regarding transferring tenancy is that in Sweden and Denmark, the tenant must be permitted to exchange rental housing with someone else under certain circumstances. There are no such corresponding rules in Finland or Norway.

The right to the value from the transfer. In all studied countries, the owner receives the value of a transfer of a single-family house or owner-occupied apartment. The holder may also receive the transfer value in the indirect forms of ownership in Sweden, Norway, and Finland. However, there has previously been price regulation regarding these forms in both Sweden and Norway, which were removed during the 1960s and 1980s, respectively. There are no price restrictions for the Finnish housing companies, except for the special HITAS-apartments. The significant contrast here is the cooperative housing in Denmark, where there is a price limit, and the transfer may not exceed a maximum amount. Regarding the right to the value from transferring tenancy agreement, there are rules in three of the studied countries. It is prohibited in Sweden, Denmark, and Norway to charge compensation for a tenancy agreement, while Finland is the only country that does not have an explicit ban on this in comparison.

The right to sublet the housing unit. Owners of single-family houses are allowed to let out the home in all compared countries; no permits are required. Correspondingly, owner-occupied apartments can also be let out without restrictions as a point of departure, although there can be limitations in the owner-association statutes in Denmark and Norway. The Finnish housing companies stand out among the indirect forms of ownership because letting can occur without a permit. There are restrictions for subletting within the indirect forms in Denmark, Norway, and Sweden, and a permit from the association is required for subletting. Typically, a permit should be granted for a certain period when the shareholder plans to live elsewhere due to studies, employment, sickness, et cetera. A tenant's right to sublet the apartment is relatively limited in all four countries. Generally, a tenant should be allowed to let out part of the home, for example, a single room. However, usually subletting the entire apartment requires permission from the landlord. In addition, all countries have some exceptions. In Denmark, Norway,

 https://doit.org/10.30672/njsr.120719

and Finland, subletting should be allowed for a period of two years if the tenant must, for example, work or study elsewhere. Similarly, in Sweden, it is possible to sublet the home for a time-limited period if the tenant has notable reasons.

The right to the value from subletting. The right to receive the value from letting out the home is closely connected to the rules regarding rent-setting in the compared countries. In Finland and Norway, the starting point is that the parties may agree on the rent. However, it is possible to have the rent adjudicated and reduced if it is unreasonable. The rent-setting in Sweden is based on a utility value system, in which the rent must correspond to the rent of similar apartments. In addition, special rules apply for letting out the own home, based on the capital and operating costs. For Denmark (the private part of the rental market), there are several different rules for rent-setting, which can depend on the type of home and in which municipality it is located, among other things. However, there are some simplifications in the rules regarding single-family houses, owner-occupied apartments, and cooperative housing. For Denmark's social housing, the rent should cover the costs.

For subletting a rented home, the same rules apply to rent-setting in general in Norway and Finland (an unreasonable rent can be reduced). In Sweden, there are explicit rules that the tenant may not take a higher rent for subletting (however, a surcharge of 15 percent is allowed for furniture). In Denmark, there are also different rules that, among other things, depend on what kind of housing it is. However, the subtenant may not charge a higher rent than the ordinary rent for the social housing apartments. It should be emphasized that the rules regarding rent-setting contain large differences between the countries. At times, it is a difficult comparison to make without a more profound analysis because there are several exceptions. In summary, however, the rules on rent-setting are less restricted in Finland and Norway compared with Sweden and Denmark. In all countries, however, there is some form of principle that it is possible to reduce rents that are considered too high.

8.3 Characteristics of housing tenure categories

This concluding section discusses and summarizes some characteristics of housing tenures within and between the three categories, 1) ownership, 2) indirect ownership, and 3) rental, as well as some differences noted. The previous discussion, sections 8.1 and 8.2, have already been comparing and analyzing some of these elements, which is why this section merely seeks to summarize and emphasize noted characteristics. Initially, it should also be stressed that the comparison includes housing tenures in four countries and therefore does not claim to be comprehensive but instead elaborates on these characteristics, which advantageously should be expanded in future research. The ownership category includes various tenures, with the common denominator that the individual (or several individuals together) owns the home. The home may as well be a single-family house or an apartment. Housing tenures within ownership are noted to hold the most far-reaching bundle of rights. Based on the comparison findings, owners of single-family houses in all four countries have strong rights to use the property,

and thereby, the housing unit, but also to transfer it, letting it, and receive the value thereof (which can be compared with the fundamental rights of ownership, cf. Snare, 1972; Ekbäck, 2009a). However, ownership of owner-occupied apartments typically contains more constraints and restrictions, which assumably can be understood from the nature of the owner-occupied apartment form, in which elements of common matters presuppose interaction between the residents (e.g., Nielsen and Edlund, 2021). For example, regulations regarding the exclusion of owners restrict the ownership rights – but can also be a security for other owners in a building. Nielsen and Edlund (2021) described this from a Danish perspective as a balance between the individual owner's interest to exercise their rights and the common interest that other owners should not suffer harm from this. In this matter, the owner-occupied apartment system in Sweden is distinguished by not having rules to force an owner to sell or move out of their apartment, compared to the rules in Norway and Denmark.

While ownership implies 'direct' ownership of the housing unit, a characteristic of indirect ownership tenures is that a legal person owns the housing unit (property or building) and the individuals with, inter alia, shares in a company or membership in an association (i.e., the legal person) are with this granted a right to use a specific housing unit. In several respects, these tenures appear close to ownership, such as the far-reaching responsibility for maintenance, the extensive rights to make changes to the home, and the right to transfer it. However, these tenures are also more often associated with restrictions regarding the right to let the apartment or the possibility of transferring it to a legal person. Two tenures of indirect ownership distinguished from the others in some regards are the Danish cooperative housing, which has price regulations and thus cannot be transferred at any price, and the Finnish share apartments, which contrasts by not having regulations regarding letting or transferring to a legal person. All in all, generally, the rights are more limited for the indirect forms of ownership than for the (direct) forms of ownership but still significantly more far-reaching compared to rental.

Lastly, the rental form is merely based on an agreement between a tenant and a landlord. Due to the agreement, the tenant has a right to use a housing unit and must pay rent to the landlord. Thus, for rented housing, the design of the tenure form is similar in all four countries. Essentially, tenures within rental possess the most restricted bundle of rights of the three categories - but also limited responsibility over, for example, maintenance. The bundle of rights according to the tenancy conditions varies between the countries. For example, the rules regarding the security of tenure differ between the countries and also the right to make changes in the housing unit. An essential part of rental tenures is the rules for rent-setting, which also differs – but where some provisions prohibiting the rent from being unreasonably high exist in all countries.

All in all, similarities and characteristic elements for what usually is or is not included in a tenure form can be noted between the three categories. Overall, ownership holds the strongest rights as well as responsibility over the housing unit. Indirect ownership tenures, which share many similarities with ownership, often have more restrictions regarding, for example, letting out and transferring

 https://doit.org/10.30672/njsr.120719

the housing unit. Within the rental category, the rights, as well as responsibility, are the most restricted.

9 Conclusions

This study provides a general description and comparison of the primary housing tenures in four Nordic countries. The focus of the comparisons has been the tenure forms design as well as their rights and obligations – i.e., their bundle of rights. Furthermore, beyond comparing the tenure forms between themselves and between the countries, the study also analyzes which character traits can be distinguished between housing tenures in the categories of ownership, indirect ownership, and rental. The compared countries have cultural and historical similarities; additionally, they belong to the same legal family (e.g., Bengtsson et al., 2013; Bernitz, 2007). Nevertheless, there are differences between the countries from a housing policy perspective (Bengtsson et al., 2013). The findings indicate significant similarities between the tenures in all four countries regarding the design and content. Yet, differences between the tenure forms, also within the same categories, can be noticed (cf. Ruonavaara, 1993). The three categories of housing tenures in this study are ownership, indirect ownership, and rental; which category a tenure belongs to depends on residents' possession, and more specifically, if it is owned directly, indirectly owned (through a membership or shares connected to the legal person owning it), or merely based on a tenancy agreement. Based on the compared tenures and categories, ownership holds the most substantial rights as well as responsibilities, while rentals possess the most restricted rights but also a lower degree of responsibility. The bundle of rights for indirect ownership tenures places somewhere between these two but is generally closer to ownership with strong rights and responsibilities.

This comparison has addressed a number of aspects on an overall level. Future research could benefit from additional aspects and a more in-depth comparison and analysis of individual aspects. For example, to delve further into the rent-setting in different countries and the various tenancy situations that arise. Further examination of housing tenures from, for example, an economic perspective could also broaden the understanding of the tenures and their function in different countries. Furthermore, this paper could be used as a basis for further comparisons of additional tenures as well as newly developed tenures and concepts.

9.1 Limitations in the method

Finding an appropriate level for the comparison has been challenging; for example, aspects not regulated in one country may be extensively regulated in another. Furthermore, several tenures are regulated in separate statutes (in addition to the legislation); thus, the differences between the tenures may be more significant than implied, depending on the content of the statutes. For all four countries, statistics regarding the tenure forms share of the housing stock are presented, merely intended to indicate the prevalence of each tenure. However, how these measurements are made may differ between countries, and these are, therefore, not directly comparable.

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Bekendtgørelse af lov om leje, LBK no. 927 of 04/09/2019; *Lejeloven (The Danish Rent Act)* with amendments until until 5 January 2022

 https://doit.org/10.30672/njsr.120719

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Bekendtgørelse af lov om udstykning og anden registrering i matriklen, LBK no. 769 of 07/06/2018; *Udstykningsloven (The Land Registration Law)* with amendments until 17 December 2021

Finland

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Lag om bostadsaktiebolag 22.12.2009/1599 *(The Housing Companies Act)* with amendments until 21 December 2021

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Lag om hyra av bostadslägenhet 31.3.1995/481 *(The Finnish Rent Act)* with amendments until 21 December 2021

Lag om räntestöd för hyresbostadslån och bostadsrättshuslån 29.6.2001/604 (*Act on Interest Subsidy for Rental Housing Loans and Right-of Occupancy Housing Loans*) with amendments until 21 December 2021

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Norway

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