

Instruction for the student housing queue and student housing tenancy

Adopted by SSCO's board
2021-09-29

N.B. This is an in-house translation. In the case of discrepancies between the Swedish text and this translation, the Swedish text will prevail.



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1. About the instruction

This instruction contains regulations for the implementation of the *Regulation for student housing allocation and tenancy*.

The purpose of the instruction is to regulate provision of the student housing queue and student housing by Stiftelsen Stockholms studentbostäder (SSSB). These instructions are intended to help customers/tenants as well as SSSB and United Students of Stockholm (SSCO).

2. Definitions

2.1 Customer categories

SSSB categorise the students able to partake in SSSB's offer as:

- Customer: A person in the SSSB housing queue.
- Tenant: A person who has signed a tenancy agreement with SSSB.
- Co-tenant: A person who is included in the tenancy agreement for a student apartment.
- Lodger: A person who resides in a single-room apartment without signing the tenancy agreement.

2.1.1 Customer

The right to be a customer befalls students who during the current year will turn at least 17 years old and at most 50 years old, and who are student union members.

2.1.2 Tenant

The right to be a tenant befalls customers who:

1. Have reached the age of 18 but not yet 51, and
2.
 - a. Are student union members and meet the study requirement, or
 - b. Have received an acceptance letter for studies in accordance with the study requirement. This only applies at the beginning of the semester.

2.1.3. Co-tenant

The right to be a co-tenant befalls children or persons who have not yet reached the age of 51.



2.2 Accommodation categories

- Student room: One (1) room without a private kitchen or kitchenette. Only one customer signs the tenancy agreement.
- Single-room apartment: One (1) room and/with a kitchen or kitchenette. Only one customer signs the tenancy agreement. The tenant may have a lodger.
- Student apartment: Apartment with 2-4 rooms and/with a kitchen or kitchenette. Only rented to customers with co-tenants.

2.3 Definitions

Credit days	The number of days someone has been in the queue as a student union member, including the 90 days before the union membership is checked for the first time.
Higher education institution (in Stockholm)	In this instruction a university, college or other higher education institution is referred to as a higher education institution. The higher education institution shall be active in Stockholm and have a student union affiliated with SSCO.
Maximum tenancy period	The tenancy period for SSSB accommodation is maximum six (6) years.
Place in the queue	To be registered in SSSB's housing queue. An active place in the queue accumulates credit days. A parked place in the queue keeps already accumulated credit days but does not accumulate new ones.
Queueing time	The total period of time that has passed since registering a place in the queue.
Student union member	A student union member is a person enrolled in studies who is a full member, in accordance with each student union's requirements, of a student union affiliated with SSCO. Those who hold a remunerated trustee position comprising a minimum of at least 50 percent full-time equivalent within SSCO, Sveriges förenade studentkårer, or a student union affiliated with SSCO are counted as student union members. Proof of a remunerated trustee position must be presented.
Study requirement	The study requirement comprises an academic performance of at least 50 percent per semester. The performance shall be studies and/or remunerated trustee positions within SSCO, Sveriges förenade studentkårer, or a student union affiliated with SSCO of at least 50 percent, which combined or by themselves meet the requirement. Generally, the autumn semester refers to the period of September to January and the spring semester February to August.



<p>Tenancy re-view</p>	<p>A tenancy review is a check to ensure that tenants meet the study requirement and that they are a student union member. SSSB hold the right to continuously perform tenancy reviews for single or groups of students. Further information about tenancy reviews can be found under 7. Tenancy review.</p>
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3. The housing queue

Places in the housing queue are personal and cannot be transferred. A customer may only have one (1) place in the queue. Credit days cannot be combined with those of other customers.

3.1 Joining the housing queue

Customers according to 2.1.1 hold the right to be registered in the housing queue. Student union membership is checked upon registration. The union membership requirement comes into force 90 days after registering in the housing queue. Thereafter, membership is checked on a regular basis.

3.2 Parking a place in the queue

A customer who does not hold student union membership 60 days after joining the queue must, within 30 days, join an SSCO-affiliated student union or themselves park their credit days. Failure to do so will result in the credit days being lost, as set out in paragraph 3.3.

A customer who ceases to be a student union member (following confirmation of membership) will automatically be parked 30 days after their membership has expired. Their place in the queue (accumulation of credit days) will be reactivated once the customer has become a student union member again.

Credit days may be parked for a maximum of 36 months in total. Customers who exceed the maximum parking period will automatically lose their place in the queue as set out in paragraph 3.3.

3.3 Losing a place in the queue

A customer will lose their place in the queue if they:

1. Are not entitled to a place in the queue and should therefore have been rejected.



2. Have deliberately provided inaccurate information or certificates, or in other ways have manipulated the SSSB housing queue in order to improve their chance of being allocated student housing.

A customer will lose their credit days if they:

1. Have been offered a tenancy agreement on two (2) occasions but declined, or failed to sign the tenancy agreement.
2. Have signed a tenancy agreement. This also applies if the tenant has been assigned accommodation through priority. Customers who sign a tenancy agreement limited to a maximum period of one (1) year will retain their credit days.
3. Have not become a student union member within the prescribed timeframe.
4. Have had their credit days paused for a total of 36 months.

A customer who has lost their credit days are personally responsible for reactivating their place in the queue and will recommence with zero (0) credit days.

4. Booking rules

The right to book accommodation befalls customers who meet the tenancy requirements in paragraph 2.1.2. A customer may book a maximum of three (3) accommodations at a time.

4.1 Blocked from booking accommodation

A customer/tenant will be blocked from booking accommodation:

1. After signing a tenancy agreement and up to three (3) months after moving in.
2. After terminating a tenancy agreement and up to three (3) months after moving out.
3. If they have an outstanding debt to SSSB, until the debt is paid.
4. If within the past six (6) months the customer has received two (2) or more collection demands relating to outstanding debt to SSSB. The customer is blocked up until the whole debt is paid off and for six (6) months thereafter.
5. If they have failed to look after their previous accommodation or have broken the terms and conditions in the tenancy agreement or in this instruction. The person is blocked for a minimum of six (6) months or as prescribed.
6. Upon termination by SSSB. Valid during the termination period and for six (6) months after moving out.
7. If they have deliberately provided inaccurate information or false certificates or in other ways manipulated the SSSB housing queue in order to improve their chances of being allocated student housing.
8. If the customer has harassed or in other ways abused personnel or trustees within SSCO or SSSB. The customer is then blocked for 24 months.
9. If they have reached a tenancy period of five and a half (5.5) years.



During the suspension period, a customer who remains a member of a student union will continue to earn credit days but cannot book accommodation.

5. Allocation/offer of accommodation

5.1 Allocation of accommodation

Accommodation will be allocated to the customer with the highest amount of credit days at the end of the booking period.

If the customer to whom the accommodation is allocated declines the offer, the accommodation will be republished.

5.2 Offer of accommodation

A customer will receive one (1) offer of accommodation at a time.

A customer is personally responsible for logging into My pages on the SSSB website to check offers of accommodation and respond to the offer within the prescribed period. If the customer fails to respond within the prescribed period, this will be seen as a rejection.

A customer may decline an offer of accommodation on one (1) occasion. The second time a customer who declines an offer of accommodation they will lose their credit days in accordance with paragraph 3.3.

6. Signing a tenancy agreement

The right to sign a tenancy agreement befalls customers who meet the tenancy requirements in paragraph 2.1.2.

A customer who deliberately have provided inaccurate information or certificates and/or do not meet the tenancy requirements will not be



allowed to sign a tenancy agreement. In such cases the customer will be seen as having declined the offer of accommodation.

Upon signing the tenancy agreement, a valid form of ID and a letter of acceptance (only at the start of the semester) or a certificate of registration must be provided.

6.1 Signing a tenancy agreement, together with a co-tenant, for an apartment (accommodation intended for at least two persons)

In addition to the requirements for signing a tenancy agreement, the following terms apply:

1. The co-tenant's ID must be provided.
2. Singles with children must provide documentation (*personbevis*) verifying the custody of or right to contact with the child/children.
3. A pregnant customer who has reached at least twelve (12) weeks of pregnancy must provide a maternity certificate from a doctor or maternity unit.

6.1.1 Changing co-tenant

A tenant may change their co-tenant during the tenancy period. The current co-tenant must in writing waive their status as co-tenant in the contract. The tenant is obliged to provide details of a new co-tenant within a period of two (2) months from the date on which the co-tenant moves out or must terminate the tenancy agreement.

6.1.2 Changing roles on the tenancy agreement

If there are exceptional reasons the Housing Committee may grant the co-tenant the right to take over the tenancy agreement from the tenant. In such cases, the co-tenant becomes the tenant, and the tenant becomes the co-tenant. Tenancy agreements cannot be transferred during a free term, a period of exemption or following notification that the maximum tenancy period has been reached. Roles may be changed in the tenancy agreement on one (1) occasion only.

To be granted the right to take over a tenancy agreement:

1. The tenant and co-tenant shall both have been listed on the tenancy agreement and have been registered in the Swedish Population Register (Sw. *folkbokförd*) at the address for the past 18 months.
2. The tenant must at the time of the transfer meet the study requirement and must be a student union member.
3. The tenant must have passed the tenancy review for the previous semester.
4. The co-tenant must meet the tenancy requirements in paragraph 2.1.2.



For the tenant, the change of roles is considered a termination of the rental contract. A co-tenant who takes over and signs the contract will lose their accumulated credit days.

6.2 SSSB's duty of disclosure

When a tenancy agreement between a customer and SSSB is signed, SSSB shall inform the customer of:

1. The terms and conditions for residing in student housing provided by SSSB.
2. The importance of the tenant seeking permanent accommodation, as student housing is a temporary accommodation which can only be rented during the period of study.
3. The tenant's duty to be aware of the study and student union requirements.

7. Tenancy review

A tenancy review of all tenants is carried out by semester. In addition to this, SSSB and the Housing Committee hold the right to continuously carry out tenancy reviews of individual tenants.

The tenancy review requirements are that the tenant:

1. Shall have achieved an academic result equivalent to the study requirement during the semester for which the tenancy review refers.
2. Is a member of a student union.

A tenant who has been terminated by SSSB based on them having failed the tenancy review may have the decision reviewed by the Housing Committee as set out in paragraph 11.3.

7.1 Verification of academic results

SSSB hold the right to request documentation that verifies a tenant met the study requirement during the previous semester and is registered for studies in accordance with the study requirement for the current and forthcoming semester.

When the study requirement is checked, a tenant must provide:

- a) Registered higher education credits that meet the study requirement for the semester referred to in the tenancy review as well as the current semester. In the case that the tenant is studying a course for which higher education credits are not awarded, a certificate from the higher education institution showing studies equivalent to the study requirement must be provided.
- b) Certificate proving elected position and its scope.



7.2 Verification of student union membership

Checks regarding student union membership are carried out against a database provided by SSCO. If SSSB is unable to carry out a check against the database, the tenant is obliged to provide relevant documentation to show that they are a student union member or to show that they are exempt from the requirement.

8. tenancy period

8.1 Calculation of tenancy period

The tenancy period consists of the combined duration of all tenancy agreements the tenant has signed with SSSB. Periods as a co-tenant are not included in the tenancy period.

If two tenancy agreements overlap, only the time relating to one agreement will be counted during this overlap period.

8.2 Reaching the maximum tenancy period

When a tenancy period of five and a half (5.5) years has been reached, the tenant will receive notice of termination of the tenancy agreement. From the date on which the notice was issued by SSSB, the tenant can no longer apply for a free term, sublet the accommodation, or book new accommodation.

9. Moving within SSSB

When moving within SSSB, a tenant has a notice period for their current accommodation as set out in their tenancy agreement. In cases where the tenancy agreements overlap in time, the tenant must pay for both accommodations. Moving in and out takes place with up to a two (2) month overlap when moving between accommodations within SSSB.

9.1 The right to move within SSSB

The right to move within SSSB befall tenants who:

1. Meet the tenancy requirements in paragraph 2.1.2.



2. Have passed the most recent tenancy review carried out by SSSB as set out in chapter 7.

A tenant may have been granted exemption from the study requirements, with the exception of free term or granted subletting.

9.2 Swapping accommodation

Swapping accommodation is not allowed. This applies both to swaps between tenants within SSSB and between tenants of SSSB and those of other landlords.

10. Termination of tenancy agreement

The notice period for termination is regulated by the terms of the tenancy agreement.

A tenant who has terminated their tenancy agreement or confirmed their intention to move out with a notice period of two (2) months cannot withdraw their termination, change the exit date or submit an appeal to the Housing Committee. A tenant who has terminated their tenancy agreement or confirmed their intention to move out with a notice period of more than two (2) months may change their notice period to two (2) months.

10.1 Termination by the tenant

A tenant is entitled to terminate their tenancy agreement up until the 15th or the final day of each month. Notice of termination must be submitted in writing or via the SSSB website. The notice period is two (2) months. By way of exception, SSSB may have agreed to a different notice period with the tenant, which thereby applies.

For tenancy agreements with a ten-month rental, notice of termination may be given no earlier than at a date on which two (2) months' rent will be due.



10.2 Grounds for termination by SSSB

A tenant who fails to meet the study requirement, who is not a student union member, or who has reached the maximum tenancy period will be issued with a termination notice by SSSB. A tenant who has been granted exemption regarding the study or student union membership requirement and/or maximum tenancy may have their contract terminated if it emerges that the tenant provided inaccurate information or false certificates when applying for the exemption.

SSSB hold the right to terminate the tenancy agreement of a tenant if, in connection with a tenancy review, it emerges that the tenant failed to meet their obligations toward SSSB. Additional grounds for termination of the tenancy agreement include failure to pay rent, unauthorised subletting or that the tenant has failed to meet their obligations under the terms and conditions of the tenancy agreement.

10.3 Appealing termination

A tenant whose contract has been terminated by SSSB on the grounds that they have failed the tenancy review may submit an appeal to the Housing Committee if they meet any of the grounds for exemption set out in paragraph 12.1.

Applications for appeal must be submitted in writing to the Housing Committee as soon as possible and no later than ten (10) weeks before the stated date of termination. The Housing Committee will not process applications filed after this date.

11. Subletting

Subletting of accommodation is not allowed without permission from SSSB. Applications to sublet accommodation shall be sent to SSSB along with certificates and any other relevant documents proving valid grounds for subletting.

Permission will not be given during a tenant's notice period. A tenant who sublets their accommodation without permission from SSSB will no longer be entitled to student housing.

During the subletting period, the main tenant is responsible for ensuring that the terms of the tenancy agreement are met towards SSSB.



11.1 Permission

To be given permission a tenant must have valid grounds in accordance with paragraph 11.2 and must intend to move back and continue studying in accordance with the study requirement.

In the case of subletting where the tenant is to live with a cohabiting partner (Sw. *sambo*) on a trial basis, intent to return to the accommodation is not needed. In such cases the tenant must terminate the tenancy agreement at the end of the subletting period.

A tenant applying for permission shall:

1. Have met their obligation under the tenancy agreement.
2. Not have any outstanding debt to SSSB.
3. Be a student union member and meet the study requirement. If a tenant has been granted exemption from the study and/or student union membership requirement, this must be proven.
4. Not have reached the maximum tenancy period.
5. Have lived in the accommodation for at least six (6) months.
6. Have met the study requirement during the semester before the subletting is to take place.

Subletting shall comprise a minimum of four (4) weeks and a maximum of twelve (12) months consecutively. Permission to sublet is only granted for the period during which the tenant will not be using their accommodation.

A tenant may be given permission to sublet for a total of 18 months, excluding the summer period 1st June – 31st August, during their total tenancy period with SSSB.

11.2 Grounds for subletting

A tenant may be granted permission by SSSB to sublet their accommodation if they:

1. Are going to pursue studies elsewhere that will be credited to their regular academic education under the study requirement.
2. Are going to live with a cohabiting partner on a trial basis, for up to six (6) months
3. Have been granted a free term by SSSB.
4. Have been granted exemption from the study and/or student union membership requirement.



During the summer period 1st June – 31st August, no specific grounds are required to sublet your accommodation. Student rooms may not be sublet during the summer period.

For item 1-2, the tenant must provide certificates that they have met the study requirement upon their academic performance being checked.

For item 3-4, the tenant must provide proof of a granted free term or exemption from the study and/or student union membership requirement for the subletting period.

11.3 Requirements for the subtenants

Accommodation shall be sublet to a person who meets the requirements for tenants according to paragraph 2.1.2.

During the summer period 1st June – 31st August, SSSB may give permission to sublet to a person who is studying and who has reached the age of 18 but not yet 50.

The primary tenant may change subtenant during the ongoing letting period.

12. Exemption

Applications for exemption with relevant certificates as well as a study merit certificate shall be sent to SSSB for review by SSSB or the Housing Committee. It is the tenant's responsibility to provide relevant certificates in order to verify their entitlement to exemption.

A tenant with an outstanding debt to SSSB cannot apply for exemption.

A tenant who has been granted exemption will still be subject to a tenancy review, whereby proof of exemption shall be provided.

12.1 Exemption from the study and student union membership requirements

The Housing Committee may delegate decisions on exemption to SSSB's administration.



During the total tenancy period with SSSB, a tenant may be granted exemptions for a maximum of four (4) semesters.

Exemption is only granted for the semester to which the grounds for exemption apply, and for a maximum of twelve (12) consecutive months.

Applications for exemption from the study and student union membership requirements must be submitted to the Housing Committee as soon as possible and no later than two (2) weeks before the first day of the SSSB tenancy review period. Applications submitted between this date and the final date of the tenancy review period will not be processed. In such cases, the tenant should submit an appeal after having received a termination notice by SSSB, as set out in paragraph 10.3.

Exemptions granted cannot be withdrawn.

A tenant may be granted exemption if they:

1. Due to significant medical or social circumstances are unable to complete their studies in accordance with the study requirement.
2. Due to other reasons that the Housing Committee consider notable are unable to complete their studies in accordance with the study requirement.
3. Shall undergo mandatory basic military training.
4. Shall be on parental leave at least two (2) days per study week. This applies up to and including the year that the child turns four (4) years old.
5. Are to receive care in hospital or equivalent or undergo compulsory treatment under the Swedish Act on the Care of Substance Abusers (Special Provisions) (Sw. *lagen om vård av missbrukare*), the Swedish Compulsory Psychiatric Care Act (Sw. *lagen om psykiatrisk tvångsvård*), the Swedish Care of Young Persons Act (Sw. *lagen om vård av unga*) or the Swedish Communicable Diseases Act (Sw. *smittskyddslagen*).
6. Have been detained in custody but not convicted.
7. Are to carry out an internship that is related to their studies (under the study requirement) but not included in their programme.

Exemption under items 1–7 above is granted by the Housing Committee.

Exemption from the student union membership requirement will only be given to a tenant who has been granted exemption from the study requirement in accordance with items 3–7.

If a tenant is not a member of a student union during the period for which the exemption is granted, their credit days will be parked.



12.2 Exemption from the maximum tenancy period

During exemption from the maximum tenancy period, a tenant cannot change accommodation.

Applications for exemption from the maximum tenancy period must be submitted to the Housing Committee or SSSB no later than three (3) months before the exit date stated in the termination notice by SSSB.

A tenant may be granted exemption if they are in need of their student housing and:

1. Due to strong medical or social reasons have been unable to complete their studies within six (6) years.
2. Due to other reasons considered notable by the Housing Committee have been unable to complete their studies within six (6) years).
3. Are undertaking postgraduate studies (*Sw. forskarutbildning*).

A tenant undertaking studies at bachelor's or master's level may be granted exemption for a maximum of two (2) additional years if item 1 or 2 above are met. A tenant undertaking postgraduate studies may be granted exemption for a maximum of four (4) additional years.

Exemption under items 1–2 above is granted by the Housing Committee. Exemption under item 3 above is granted by SSSB. In cases where the certificates are insufficient or the case is difficult to assess, the matter is always referred to the Housing Committee.

13. Free term

During a free term, a tenant is exempt from the tenancy rewire requirements. Free term may only be granted on one (1) occasion during the total tenancy period with SSSB and a free term that has been granted cannot be withdrawn.

The right to apply for a free term befalls tenants who:

1. Do not have an outstanding debt to SSSB.
2. Have had a tenancy agreement of at least six (6) months at their current accommodation.
3. After the completed free term resume studies in accordance with the study requirement and student union membership.



Applications for a free term shall be submitted to SSSB and must have been approved by SSSB before the start of the semester. In the application, the customer shall specify whether the free term relates to a pause:

1. From studies of a current programme, or
2. After a just finished programme with the intention to keep on studying, or
3. From free standing courses.

For item 2-3, the tenant shall state the studies that are due to be resumed after the free term.

A tenant who has been granted a free term will still be subject to a tenancy review. If the tenant is not a student union member during the period for which a free term has been granted, their credit days will be parked.

14. Priority

The application form for priority is provided by SSSB. A customer/tenant should send their application, together with relevant certificates, to SSSB for assessment by the Housing Committee.

The right to apply for priority befalls persons who meet the requirements for customers according to 2.1.1.

14.1 Grounds for priority to accommodation

A customer may be granted priority to accommodation by the Housing Committee if:

1. Special requirements must be met regarding the accommodation, or
2. The geographic location is of the utmost importance, or
3. If there are exceptional grounds for the customer to be allocated accommodation urgently.

Additionally, one of the following grounds must apply:

1. Substantial medical grounds.
2. Substantial social grounds.
3. Other grounds the Housing Committee consider notable.

If the application for priority is granted, the customer is allocated housing ahead of the other customers in the queue. The accommodation is



selected based on the grounds for priority that the customer has submitted to SSSB. The customer does not hold the right to select the accommodation.

A tenant who has reached at least twelve (12) weeks of pregnancy, or a tenant whose partner has reached at least twelve (12) weeks of pregnancy, who live in accommodation intended for one (1) person (a student room), with SSSB may be granted priority directly by SSSB to transfer to accommodation intended for at least two (2) persons. This is contingent on the tenant meeting the study requirement and their other obligations towards SSSB, have lived in their SSSB accommodation for at least six (6) months, and not having reached the maximum tenancy period.

Please note that it may take time for SSSB to find suitable accommodation to offer someone who has been granted priority. When priority is granted, it must be utilised within three (3) months from the date on which an offer of accommodation is made.

14.3 Priority following separation for families living with SSSB in accommodation intended for at least two persons

Should a tenant and co-tenant who have a child/children together and live together in a SSSB accommodation separate, one of the parents may continue living in the current unit and the other will be offered priority to other SSSB accommodation. This is assuming that both the tenant and co-tenant meet the requirements for booking accommodation as set out in chapter 4. If only the tenant meets the requirements, they may remain in the current accommodation and SSSB has no obligations as regards the co-tenant.

15. The Housing Committee

A customer/tenant may lodge appeals against the rules contained in this instruction with the Housing Committee. Applications are to be sent to SSSB's administration.

SSSB is responsible for preparing and presenting the cases to be assessed by the Housing Committee, as well as for issuing a written notification of the decision and instructions for appeal to the applicant.



Urgent cases that cannot be delayed may in exceptional cases be assessed by the chairperson of the Housing Committee alone. The chairperson's ruling shall be recorded in minutes, issued to SSSB and reported at the next meeting.

If within six (6) months of a decision, an applicant submits a new application of equal nature, the application shall be declined by the Housing Committee. The Housing Committee or its chairperson may decide that a case is to be examined once again if new information is presented or there are special reasons to do so.

The Housing Committee does not process applications from tenants who have an outstanding debt to SSSB. This is checked by SSSB during the case preparations.

The Housing Committee's decisions cannot be appealed.

16. Amendments and application

16.1 Amendments to the instruction

The SSCO board of trustees decides upon amendments to this instruction and its entry into force. Before the entry into force, decisions on amendments shall be put to SSSB's board of directors for their approval.

16.2 Implementation regulations

Implementation regulations for this instruction are issued by SSCO's board of trustees. Such rulings shall be put to SSSB's board of directors for their information. Implementation regulations along with the date of the ruling shall be implemented with immediate effect.



Adopted by the SSCO board of trustees on

2002-11-18, 2003-11-10, 2004-05-03, 2005-01-11, 2005-05-28, 2006-06-01,
2008-04-07, 2011-04-28, 2012-05-24, 2019-04-16, 2019-10-09, 2021-05-11.

Approved by the SSSB board of directors on

2002-12-02, 2004-05-04, 2005-01-31, 2006-06-19, 2012-06-11, 2019-06-10,
2019-12-09, 2021-09-12.