Tenancy no.

RESIDENTIAL TENANCY AGREEMENT

Standard tenancy agreement concerning residential tenancies, mixed residential and non-residential tenancies (mixed tenancies), and separate room tenancies in private dwellings.

Authorised by the Ministry of Housing and Urban Affairs, September 3rd, 2001.

This standard tenancy agreement states the parties' names (landlord and tenant), describes the property, and specifies the terms and conditions of the rent payments.

In addition, the rights and obligations of the landlord and the tenant are subject to the tenancy laws in force at the time in question, unless otherwise agreed by landlord and tenant.

A number of provisions in the tenancy laws cannot be derogated from, while others may be validly derogated from by mutual agreement between landlord and tenant. If the parties wish to derogate from the rules stipulated in the tenancy laws and/or this tenancy agreement, such derogations from the rules must be stated in section 11 of this agreement.

Mutually agreed derogations from the tenancy laws cannot be stated directly in the text of the agreement (e.g., by way of deleting original text), unless the pre-printed text specifically allows to do so.

Some terms and conditions in the pre-printed text are emphasized with italics. These constitute derogations from the general rules in the tenancy laws. If the parties have agreed on the terms and conditions which are italicized in the contract, it is not necessary to list the same terms and conditions in section 11 of the agreement.

Guidelines regarding this standard tenancy agreement concerning residential and mixed tenancies are enclosed with the tenancy agreement.

Section 1. The parties and the property.

The property: The property is ☐ a flat ☐ a separate room an owner-occupied flat ☐ other:

Location: City:

Landlord: Name: VAT registration no.:
Address:

Tenant: Name:
Address:

Area of property: The total gross floorage constitutes square meters, comprising rooms
Business premises etc. constitute square meters.

Right of use: In accordance with the agreement and the landlord's instructions, the tenant has access to and the right of use of the following amenities: (please tick appropriate answer)

☐ Shared laundrette ☐ Shared yard ☐ Attic / basement storage room no.

☐ Bicycle parking space in basement ☐ Garage no. ☐ Other:

Use: The property must, not without the landlord's written consent, be used for purposes other than:

Section 2. Commencement and termination of the tenancy.

Commencement:	The tenancy commences on	and continues until terminated.

Termination: Unless otherwise agreed and stated in section 11 of the agreement, a tenant may conclude housing tenancy agreements with 3 months' notice to expire on the first weekday of a month not preceding a public holiday.

Section 2. Commencement and termination of the tenancy - continued.

Unless otherwise agreed and stated in section 11 of the agreement, the tenant may terminate tenancy agreements for separate room tenancies, where a separate room is a room that does not form part of the landlord's flat, or of a single- or double-occupancy house occupied by the landlord, with 3 months' notice to expire on the first weekday of a month not preceding a public holiday.
Unless otherwise agreed and stated in section 11 of the agreement, the tenant may terminate tenancy agreements for separate room tenancies, where a separate room is a room that forms part of the landlord's flat, or of a single- or double-occupancy house occupied by the landlord, with 1 month's notice to expire on the first weekday of a month not preceding a public holiday.

The landlord may terminate the tenancy agreement in accordance with Sections 82 and 83 in the Danish Rent Act. If the property is located on a farm, the landlord may terminate the

Section 3. Payment of rent etc.

Rent:	The annual rent is	DKK.
Payment:	The rent etc. is due for payment (please tick appropriate answer)	◯ monthly ◯ quarterly
The rent etc. comprises:	Rent	DKK.
	Heating on account	DKK.
	Water on account	DKK.
	Payment for shared antenna	DKK.
	Residents Association membership	DKK.
	_____	DKK.
	_____ _____	DKK.
	Total per month/quarter _____	DKK.
Taxes	Rent includes taxes as of(date) In the case of future changes in taxes this date will be used as a reference point.	
Rent shall be paid to:	The rent etc. must be paid to the landlord's bank account no. in: (name of bank) or another place of payment as instructed by the landlord. Payment to a bank is considered payment at the instructed place of payment.	

Private urban renewal and housing improvement mutually agreed by landlord and tenant:	If the property has been rebuilt in accordance with the Act on Private Urban Renewal, or in accordance with Part 5 (agreed housing improvement) of the Act on Urban Renewal, and if rent increase is calculated in accordance with the same Act, it must be stated explicitly in the tenancy agreement that the property has been rebuilt in accordance with the Act on Private Urban Renewal. If a subsidy has been granted under the said Act for the purpose of reducing the rent increase, the tenancy agreement must state explicitly the amounts of such subsidies for the individual dates of payment throughout the subsidized period.
Note:	Information about private urban renewal must be stated in section 11 of the tenancy agreement.

Section 4. Deposit and advance payment of rent.

Deposit:	No later than the tenant shall pay a deposit of DKK, equivalent to months' rent (maximally 3 months' rent).
Advance payment of rent:	No later than the tenant shall make an advance payment of DKK, equivalent to months' rent (maximally 3 months' rent).

Section 4. Deposit and advance payment of rent - continued

Payment: No later than the tenant shall pay a total of DKK, equivalent to:

Advance payment of rent		DKK.
Rent etc. for the period:		
/ – to / –		DKK.
Deposit		DKK.
Nameplate		DKK.
_____		DKK.
_____		DKK.
_____	_____	DKK.
Total	_____	DKK.

Hereafter, the first payment of rent is due on

Section 5. Heating, water, and electricity.

Heating: Does the landlord supply heating and hot water? (please tick appropriate answer) ◯ Yes ◯ No

If yes, the property is heated by:
☐ - district heating/natural gas
☐ - oil-based central heating
☐ - other: _____

The heating accounting year begins on

Does the tenant supply the heating of the property? (please tick appropriate answer) ◯ Yes ◯ No

If yes, the property is heated by:
☐ - electricity ☐ - oil/kerosene ☐ - other _____
☐ - gas ☐ - district heating/natural gas

Water: Does the landlord supply water to the property? (please tick appropriate answer) ◯ Yes ◯ No

If yes, the expense for water is distributed on the basis of individual consumption meters? (please tick appropriate answer) ◯ Yes ◯ No

The water accounting year begins on

Electricity: The landlord supplies electricity (for non-heating purposes) (please tick appropriate answer) Yes No

Section 6. Shared antennas etc.

The landlord supplies a shared radio and TV signal, the cost of which shall be partly paid by the tenant ◯ Yes ◯ No

The tenants' antenna society in the property supplies a shared signal Yes No

Section 7. The condition of the property upon possession and vacation by the tenant.

Possession of the property:	Is the property refurbished at the commencement of the tenancy? (please tick appropriate answer)	○ Yes	○ No
	Has it been agreed that the property shall also be refurbished when returned at the termination of the tenancy? (please tick appropriate answer)	○ ***Yes***	○ ***No***
Inspection:	At the date of possession by the tenant the property shall be inspected by landlord and tenant, following which a report will be drawn up, stating the condition of the property at the commencement of the tenancy?(please tick appropriate answer)	Yes	No
			○

○

Section 7. The condition of the property upon possession and vacation by the tenant - continued

Note: If the property has any defects at the commencement of the tenancy, the tenant must, no later than 14 days after the commencement of the tenancy, inform the landlord ***in writing*** that the tenant will hold the landlord accountable, lest the tenant loses the right to call attention to the defect. However, the 14 day deadline does not apply if, e.g., the defect is not ascertainable when exercising reasonable care.

Vacating the property: Upon the termination of the tenancy, the property shall be inspected by landlord and tenant, and a report will be worked out, stating the condition of the property upon the tenant's return of the property?(please tick appropriate answer) ◯ Yes ◯ No

Regarding the condition of the property at the termination of the tenancy, see the section on possession by the tenant above.

If required repair work falling under the responsibility of the tenant has not been carried out at the termination of the tenancy, such repair work will be initiated by order of the landlord.

Section 8. Maintenance in the tenancy period.

Responsibility: ***The maintenance of the interior of the property is the responsibility of:*** (please tick appropriate answer) ◯ Landlord ◯ ***Tenant***

Account: Upon the signing of the agreement on **Fejl! Et bogmærke kan ikke henvise til sig selv.**, the balance of the maintenance account is
to be spent on painting, whitewashing, repapering, and surface finishing of floors in the property. The amount may have been changed after the signing of the agreement in connection with the landlord's refurbishing of the property.

Locks and keys: Throughout the tenancy, the tenant shall maintain and, if necessary, renew locks and keys.

Section 9. Inventory items

The following items in the property belong to the landlord upon the signing of the agreement: (please tick appropriate answer(s))

☐ Stove	☐ Dishwasher	☐ Electrical heaters - number:	☐ _____
☐ Refrigerator	☐ Washing machine	☐ Wood-burning stoves – number:	☐ _____
☐ Cooker hood	☐ Tumble drier	☐ Water heaters - number:	☐ _____

Section 10. Tenants' Association, domestic animals, and house rules

Tenants' Association: At the time of the signing of the agreement, a Tenants' Association has been organized at the property?(please tick appropriate answer) ◯ Yes ◯ No

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◯ ◯

Domestic animals:	Domestic animals are allowed in the property?(please tick appropriate answer)	Yes	No
Note:	If applicable, special terms and conditions concerning domestic animals mutually agreed by landlord and tenant must be stated in section 11 of the agreement.		

House rules:	At the time of the signing of the agreement, house rules for the property have been laid down?(please tick appropriate answer)	◯ Yes	◯ No
	Where house rules for the property exist, such shall be enclosed.		

Section 11. Special terms and conditions.

Deviations: **If mutually agreed by landlord and tenant, derogations from and/or additions to the rules stipulated in the tenancy laws and sections 1-10 of the standard agreement must be stated here.**

Such derogations may impose bigger responsibilities or confer less extensive rights on the tenant than under the general provisions of the tenancy laws.

Section 11. Special terms and conditions - continued

Section 12. Signature.

Date:	Date:
_____	_____
Landlord	Tenant

Attachment

Guidelines no. 1 of September 3rd, 2001
for Form A, 8th edition, of
September 3rd 2001.

GUIDELINES for housing

Guidelines regarding the standard tenancy agreement concerning residential and mixed tenancies.

These guidelines form an attachment to the authorized standard tenancy agreement, Form A, 8th edition, of September 3rd 2001 and thus constitute a part of the authorized tenancy agreement.

This standard tenancy agreement states the parties' names (landlord and tenant), describes the property, and specifies the terms and conditions of the rent payments.

In addition, the rights and obligations of the landlord and the tenant are subject to the tenancy laws in force at the time in question, unless otherwise agreed by landlord and tenant.

If the parties wish to derogate from the rules stipulated in the tenancy laws and/or this tenancy agreement, such derogations must be stated in section 11 of this agreement.

Derogations from the rules agreed mutually between landlord and tenant cannot be stated directly in the text of the agreement (e.g., by way of deleting original text), unless the pre-printed text specifically allows to do so.

Some terms and conditions in the pre-printed text are emphasized with italics. These constitute derogations from the general rules in the tenancy laws. If the parties have agreed on those terms and conditions which are italicized in the contract, it is not necessary to list the same terms and conditions in section 11 of the agreement.

If, upon commencement of the tenancy, the parties wish to derogate from the general rules of the tenancy laws and/or the tenancy agreement, such derogations may be stated in a special supplement instead of in section 11 of the agreement. The requirements of such a supplement follow from Section 5 of the Danish Rent Act. Where such supplement is drawn up, the supplement constitutes a part of the tenancy agreement.

According to Section 5 of the Danish Rent Act, provisions which impose bigger responsibilities or confer less extensive rights on the tenant must be emphasized in order to be valid. Furthermore, only authorized forms may be used to enter into housing tenancy agreements for flats or separate rooms.

This requirement also applies to other written agreements that contain identical terms and conditions of tenancies for more tenants in the same property, when they appear to the tenant to be standardized.

In reference to the provisions of the agreement, these guidelines contain a description of the tenancy laws in force at the time in question. A number of provisions in the tenancy laws cannot be derogated from to the detriment of the tenant, while other provisions can be derogated from if mutually agreed. In the guidelines, the areas in which landlord and tenant may derogate from the general rules of the law by mutual agreement are especially emphasized with shadow text. Such arrangements may confer less extensive rights or impose bigger responsibilities on the tenant than under the general provisions in the tenancy laws. The guidelines are not exhaustive.

For further information, see the tenancy laws in force at the time in question as well as booklets published by the Ministry of Housing and Urban Affairs about, among other things, moving into a new apartment, new installations, exchange and sub-letting, as well as notice of termination and vacating leased property.

These guidelines were drawn up in May 2001. Note that the legislation may have been changed in some respects after this date.

The following contains information regarding the respective provisions in the tenancy agreement:

1. Regarding section 1 in the tenancy agreement: The parties and the property.

Protection of the Danish Rent Act.
The general rights of the tenant as stipulated in the tenancy laws have validity without registration. Tenant's rights are therefore ensured if, for example, the property is resold. A new owner of the property must respect the general rights of the tenant under the tenancy laws. The same applies to agreements on advance payment of rent, deposits, and the like within the terms of the law.

If, on the other hand, a tenant has obtained special rights by mutual agreement, e.g., if the landlord is not entitled contractually to terminate the tenancy, such right does not necessarily continue to be valid in the case of a change of ownership. Therefore, the tenant may demand registration of such right. The expense is paid for by the tenant, unless otherwise agreed.

Sub-letting.
The standard tenancy agreement may also be used for sub-letting.

The tenant must not without the landlord's consent use the property for other purposes than stipulated in the agreement, and may not, in principle, transfer the use of the property to others, cf., however, below.

The tenant of a residential flat has the right to sublet up to one half of the flat's rooms for residential purposes (in mixed tenancies this applies to the residential part). The total number of people living in the flat must not exceed the number of rooms.

In flats exclusively used for residential purposes (i.e., not mixed tenancies), the tenant, in addition, has the right to sublet the whole flat for up to 2 years, if the tenant's absence is temporary and due to disease, business, studies, placement or the like.

The landlord may, however, object to the sub-letting of the whole flat, if the entire property comprises fewer than 13flats, if the total number of people in the flat will exceed the number of rooms, or if the landlord has other reasonable grounds to object to the sub-letting.

All agreements on sub-letting, i.e., between the sub-lessor and the sub-lessee, shall be entered into in writing, and sub-lessor shall give the landlord a copy of the sub-letting agreement before the commencement of the sub-letting agreement.

2. Regarding section 2 of the tenancy agreement: The commencement and termination of the tenancy.

Tenant's notice of termination.
The tenant must give 3 months' notice to terminate the agreement, unless otherwise agreed by the parties. Such agreement about this must be stipulated in section 11 of the agreement.

Unless otherwise agreed, the tenant must give one month's notice to terminate a separate room tenancy, where a separate room is a room that forms part of the landlord's flat, or of a single- or double-occupancy house occupied by the landlord. Special agreements about this must be stated in section 11 of the agreement.

Unless otherwise agreed, the tenant must give 3 months' notice to terminate a separate room tenancy, where a separate room is a room that does not form part of the landlord's flat, or of a single- or double-occupancy house occupied by the landlord. Special agreements about must shall be stated in section 11 of the agreement.

Landlord's notice to terminate the agreement.
The tenancy agreement can only be terminated by the landlord in accordance with the rules stipulated in sections 82 and 83 of the Danish Rent Act, and the landlord must give notice in accordance with the rules stipulated in section 86 of the Danish Rent Act. Among other things, the rules stipulate the following:

- Unless a longer period of notice has been mutually agreed, the landlord must give 1 month's notice to terminate a separate room tenancy, where a separate room is a room that forms part of the landlord's flat, or of a single- or double-occupancy house occupied by the landlord, and
- The landlord must give one year's notice to terminate a tenancy agreement concerning a flat in a house which at the time of the commencement of the agreement only contains two flats of which the landlord occupies one.

Furthermore, other tenancy agreements may be terminated by the landlord, if the landlord wishes to use the property for his own purposes. The notice to terminate the agreement in such cases is 1 year.

The Act contains a few other grounds to terminate the agreement including tenants' non-compliance with proper conduct. In such cases the notice of termination is 3 months.

In section 1 of the agreement it must be stated whether the property is a flat or a room. If it is a flat, it shall also be stated whether it is an owner-occupied flat. If the property is of another type, this shall be stated.

This information is important in relation to the tenant's protection against termination of the agreement by the landlord.

Concerning owner-occupied flats, the special rule in section 84d applies, stating that a tenancy agreement concerning an owner-occupied flat can only be terminated if the landlord intends to use the property for his own purposes, if the tenant has been made aware that the property is an owner-occupied flat and that termination of the agreement is subject to section 83a. Finally, a tenancy concerning an owner-occupied flat can only be terminated in accordance with section 83a, if the tenancy agreement has been signed after the conversion of the property into owner-occupied flats. If the property is situated on a farm, notice is subject to the rules in section 12, subsection 3 of the Agricultural Act. According to these rules the tenancy can be terminated with 6 months' notice, if the landlord wants to use the property to fulfil the obligation to reside pertaining to the acquisition of the property, or use it as a home for people who are employed in connection with the operation of the property.

Regardless of the length of the period of notice, notice must be given to expire on the first weekday of a month not preceding a public holiday.

The rules in the Danish Rent Act about the landlord's notice to terminate cannot be derogated from to the detriment of the tenant, prior to the landlord terminating the tenancy agreement.

Fixed-term tenancies

Upon the signing of the agreement, the parties can agree on a fixed-term tenancy. The rent tribunal may, however, ignore any provision for a fixed term where such provision is not found to be warranted by the landlord's own situation. Valid reasons to rent on a fixed-term basis may, for example, be stationing or temporary placement. Where applicable, the terms and conditions of a fixed-term tenancy must be stated in section 11 of the tenancy agreement.

In principle, a fixed-term tenancy agreement implies less extensive rights for the tenants than under the general rules in the Danish Rent Act, and regardless of the landlord having a valid reason to lease on a fixed-term basis, any provision for a fixed term may be set aside in municipalities with housing regulation, if it is assessed that, overall, the tenancy agreement contains terms and conditions that are more onerous for the tenant than the terms and conditions that apply to other tenants in the property.

Fixed-term tenancies terminate without notice, when the period of tenancy as stated in the tenancy agreement expires. A fixed-term tenancy can only be terminated during the period of the tenancy by agreement between the parties or in case of breach by the other party. The agreement must be stated in section 11 of the tenancy agreement. If it has been mutually agreed by the parties that the tenancy during the period of the tenancy should be terminable, the rules of the Danish Rent Act apply, cf. above.

3. Regarding section 3 in the tenancy agreement: Payment of rent etc.

Rent determination and regulation

The rules about determining and adjusting the rent are found mainly in the Danish Rent Act and the Act on Temporary Regulation of Housing Conditions. The rules governing rent determination and regulation depend on the type and location of the property.

There are rules about rent determination and regulation in other pieces of legislation, including the laws on urban renewal.

Determination of rent at the commencement of the tenancy

In municipalities where parts II-IV of the Act on Temporary Regulation of Housing Conditions are valid – the so-called regulated municipalities – special rules apply concerning the amount of the rent payable at the time of the signing of the agreement.

The principal rule is that the amount of rent payable must not exceed the amount required to cover the necessary operating costs for the property, supplemented, if applicable, by an estimated increase for improvements. As mentioned below, however, special rules for "small properties" apply.

An exception to this is the case of "thoroughly improved contains a definition of "thoroughly improved properties".

The question of the degree to which the rent may substantially exceed the value of the property depends on a comparison with the rent in similar properties in the municipality with reference to location, type, size, quality, amenities, and general condition of the property.

Moreover, where properties are located in regulated municipalities it is not possible, at the commencement of the tenancy, to fix the rent, or terms and conditions for the rent which, based on an overall assessment, are more onerous for the tenant than the terms and conditions that apply to other tenants in the property.

In municipalities where chapters II-IV of the housing regulation act do not apply – the so-called unregulated municipalities – no special rules apply regarding the amount of the rent at the time of the signing of the agreement, but the tenant may, following the commencement of the agreement, demand that the rent be reduced if it substantially exceeds the value of the property.

Regulation of the rent during the period of tenancy.

In principle, the rent for properties in <u>unregulated</u> municipalities is regulated in accordance with the rules on the value of the property, while the rent for properties situated in <u>regulated</u> municipalities is regulated in accordance with the rules on rent not exceeding the amount required to cover the necessary operating costs for the property.

Small properties.

As an exception to those rules on the determination and regulation of the rent mentioned above, special rules apply to tenancies in small properties in regulated municipalities, i.e., to tenancies in properties which, as of January 1st 1995, comprised 6 or fewer residential flats.

In connection with the fixing and regulation of the rent for these tenancies, the rules on the value of the leased property apply, so that the rent for these properties can be increased or reduced if it is substantially lower respectively substantially higher than the rent that is paid for similar tenancies in bigger properties, where the rent has been regulated in accordance with the rules on rent not exceeding the amount required to cover the necessary operating costs for the property.

Separate rooms.

For separate residential rooms in <u>regulated</u> municipalities, where the rooms form a part of the landlord's flat or of a single- or double-occupancy house occupied by the landlord, the rules about fixing and regulation of the rent in accordance with the value of the property apply.

For separate residential rooms in <u>unregulated</u> municipalities, where the rooms form a part of the landlord's flat or of a single- or double-occupancy house occupied by the landlord, the rules about fixing and regulation of the rent in accordance with the value of the property also apply.

properties", where the rent may be agreed to as an amount that does not substantially exceed the value of the property. Section 5 in the Act on Temporary Regulation of Housing Conditions

For separate rooms, where a separate room is a room that does not form part of the landlord's flat, or of a single- or double-occupancy house occupied by the landlord, in unregulated municipalities the rent is fixed and regulated in accordance with the value of the property, while the rent for such rooms in regulated municipalities is fixed and regulated in accordance with the rules on rent not exceeding the amount required to cover the necessary operating costs for the property.

Mixed properties.

The rent for mixed properties – i.e., properties which are used both for residential and non-residential purposes – is regulated, in principle, in the same way as tenancies used exclusively for residential purposes.

However, if the premises which are used for residential purposes, and the premises which are used exclusively for non-residential purposes, are located in separate physical entities, special rules apply to the premises that are used exclusively for non-residential purposes, cf. the Business Rent Act.

Taxes.
Both in regulated and unregulated municipalities it is possible to announce increases in the rent in consequence of increases in the property taxes.

If taxes are dropped or reduced, the landlord shall, effective from the time of reduction, reduce the rent by a matching amount for the flats and premises, in whose rent the expense has been included.

Stepwise rent increase.
As an exception to those rules on regulation of the rent mentioned above, rent increases by specific amounts at specific dates – so-called 'stepwise rent increase' – may be agreed, in both regulated and unregulated municipalities.

The period in which an agreement on 'stepwise rent increase' is valid and the specific dates on which the rent increases will become effective shall be laid down t the commencement of the tenancy. The rent increases shall be specified as specific amounts, so that the tenant gets a clear picture of the development of the rent. In the case of tenancies subject to the rules on rent not exceeding the amount required to cover the necessary operating costs for the property, the stepwise rent increase must not, at any time, exceed the said amount. For other tenancies the stepwise rent increase, as a principal rule, must not, at any time, substantially exceed the value of the property.

In regulated municipalities a mutually agreed regulation of the stepwise rent increase may be set aside in properties comprising at least 7 flats, if the terms and conditions of the stepwise rent increase imply that the overall terms and conditions for the tenancy agreement, based on an overall assessment, are more onerous for the tenant than the terms that apply to the other tenancies in the property.

An agreement on a regulation of a stepwise rent increase must be stated in section 11 of the tenancy agreement.

"Free regulation of the rent".
Both in regulated and unregulated municipalities, "free regulation of the rent" may be mutually agreed in the following cases:

- Where the tenancy concerns a flat lawfully used exclusively for business purposes, as of December 31st 1991. The same applies to premises which no later than this date were lawfully used, or had lawfully been organized exclusively for business purposes, and

- Where the tenancy concerns a flat in a property that has been occupied after December 31st 1991.

An agreement on 'free regulation of the rent' implies that the tenant may not claim a reduction of the rent, which is otherwise the case, even though the mutually agreed rent substantially exceeds the value of the property or the amount required to cover the necessary operating costs for the property. The tenant may only claim a reduction of the rent, if the rent is unreasonably high.

An agreement about "free regulation of the rent" must be stated in section 11 of the tenancy agreement.

If an agreement on 'free regulation of the rent' has been made, it may be agreed that the rent in the period of the tenancy shall be regulated either in accordance with the net retail price index or by specific amounts on specific dates (stepwise rent increase). The agreement must be stated in section 11 of the tenancy agreement.

If it does not appear from the tenancy agreement that the rent can be regulated in accordance with the net price index or by specific amounts on specific dates, the rent cannot be regulated in the period of the tenancy.

For properties located in regulated municipalities the rent can be regulated following increases in and additions of new taxes. For properties situated in unregulated municipalities such right requires special agreement. Agreements on tax-determined rent regulations must be stated in section 11 of the tenancy agreement.

Index-financed housing.
There are special rules for determining the rent in properties, whose construction has been financed by index-loans.

According to these rules the rent may be determined so that the total rental income will cover the necessary operating costs of the property at the time of construction with the addition of the return on the value of the property.

Corresponding rules apply to properties occupied after January 1st 1989, constructed and let by landlords subject to Act on a Real Interest Tax.

For both types of properties special rules apply to the regulation of the rent in the period of the tenancy.

Improvements.
If the landlord has carried out improvements of the property, an increase in the rent may be demanded in accordance with relevant stipulated rules.

The payment of the rent.
The landlord decides where and how the rent and related bills shall be paid. Payment can, however, always be made to a bank, including, if applicable, the postal service.

Money liability
A number of payments in the tenancy fall under the heading "money liability", meaning that the landlord can terminate the tenancy agreement without further notice under observation of certain terms and conditions, if such payments are not made. Such payments include rent, deposit and advance payment of rent and regulations thereof, heating payment, antenna costs, on account payments for water, if applicable, as well as payment of claim fees.

It may be agreed that the rent shall be paid for a period of 3 months at a time. In section 3 of the tenancy agreement the length of this period shall be stated by ticking the appropriate answer. A period longer than 3 months cannot validly be agreed.

If the rent etc. is due for payment on a holiday, a Saturday, or Constitution Day, the expiration date is postponed until

following weekday. Payment is considered punctual if it is made no later than the 3rd weekday after the expiration date. If this weekday is a Saturday payment the following weekday will be considered punctual.

If the rent is not paid punctually the landlord may submit a claim for this after the last due date for payment and may charge a fee as stipulated in the Danish Rent Act.

4. Regarding section 4 in the tenancy agreement: Deposit and advance payment of rent.

Deposit.
The landlord may demand payment of a deposit held as security for the tenant's obligations upon vacating the premises. The deposit may correspond to up to 3 months' rent.

Advance payment of rent.
At the time of the signing of the agreement, the landlord may further demand an advance payment of rent equivalent to up to 3 months' rent. Such advance payment of rent can cover the rent of the 3 final months of the period of the tenancy.

In case of rent increases, an adjustment of deposit and advance payment of rent may be required. The increase may be charged in equal monthly instalments over the same number of months as the proportion of the amount and the rent at the commencement of the tenancy. It should be specified in the charges of rent what amount constitutes the actual rent, and what amounts constitute regulations of advance payment of rent and deposit.

5. Regarding section 5 of the tenancy agreement: Heating, water, and electricity.

The boxes in the tenancy agreement shall be ticked, partly for the sake of information about the property, partly for the sake of information needed by the local town council and administration to calculate rent subsidy, if applicable.

In properties, where the landlord supplies heating and hot water, and in properties, where payment for water is made in accordance with consumption meters, the tenant, as a principal rule, pays an amount on account to cover the landlord's expenses.

The costs of the heating and hot water supply of the property cannot be included in the rent. The same applies to the water consumption expenses, if these are apportioned on the basis of meters. This, however, does not apply to separate rooms for residential purposes, where the costs of heating and water consumption may be included in the rent.

Upon the expiry of the accounting period for water and heating consumption, the landlord shall forward accounts for the actual expenses and amounts paid on account during the accounting period.

The accounts concerning the expenses for the property's heating and hot water supply must reach the tenants no later than 4 months after the expiry of the accounting year for heating consumption. If supplies are provided by a shared heating system, however, the account is considered punctual, if it has reached the tenants no later than 3 months after the landlord has received the final statement of the account from the heating supplier. If supplies are provided by a shared heating system, the accounting year for heating consumption shall follow that of the heating system.

The accounts for water consumption must reach the tenants no later than 3 months after the landlord has received the final statement of the account concerning the supply of water from the municipal authority or the waterworks.

If the contribution paid on account by the tenant is too low, the landlord may claim additional payment in connection with the first rent payable, if this date is 1 month after the tenant's receipt of the accounts. If, however, an additional payment for heating exceeds 3 months' rent, the tenant may decide to make payments of 3 equal monthly rates.

If the contribution paid on account by the tenant is too high, for water or heating, the excess amount shall be refunded to the tenant in cash or be deducted from the first payment of rent following the submission of the water accounts.

If the heating and/or water account reaches the tenant too late, the landlord cannot insist on additional payment following the accounts. If the heating and/or water account has not been submitted within another 2 months after the mentioned notification periods, the tenant may omit to make payments on account until the tenant has received the account and has received, if applicable, the excessive amount paid for heating and/or water in the completed accounting period.

Finally, appropriate answers shall be ticked concerning the supplier of electricity to the property. Where the landlord does not provide the supply of electricity, the tenant shall enter into an agreement with an electricity supplier.

6. Regarding section 7 in the tenancy agreement: Condition of the property upon possession and vacation by the tenant

In section 7 of the tenancy agreement the parties shall tick appropriate answers to whether the property is refurbished at the commencement of the tenancy, and whether it has been agreed that the property shall also be refurbished at the termination of the tenancy. Also by ticking appropriate answers, the parties shall indicate whether they have agreed to use inspection reports at the commencement and termination of the tenancy.

In the report drawn up at the time of possessing the property, the state of repair and condition of the property at this time shall be described. The property shall be in the same condition when eventually vacated by the tenant, unless otherwise agreed, cf., however, the sections below on refurbishment of the inside of the property at the time of possessing the property. No agreement can be made that the property shall be in better condition at the termination than at the commencement of the tenancy.

If the property is not in such a state of repair and condition as the tenant upon possession is entitled to in accordance with the agreement, the tenant must hold the landlord responsible for defects no later than 14 days after the

7. Regarding section 8 in the tenancy agreement Maintaining the property during the tenancy period.

Internal maintenance.
The internal maintenance includes painting, whitewashing, paperhanging, and surface finishing of floors in the property.

Painting includes the painting of heaters and woodwork in the flat, including doors, door and window frames, architraves, panels, and front door on the inside, and inside window frames to the edges and rabbets.

Unless otherwise agreed, the internal maintenance of the property is the responsibility of the landlord.

In that case, the landlord shall keep an internal maintenance account towards maintenance of the property.

Every year, no later than 3 months after the end of the accounting year, the landlord shall inform the tenant in writing about the balance of the maintenance account.

The tenant may require the landlord to carry out the internal maintenance of the property so that the property, at all times, remains in good repair and condition, and if the expense can be covered by the amount available on the maintenance account.

When the landlord uses the maintenance account towards carrying out maintenance works, the tenant shall, at the same time, have a written statement of the paid expenses with information on the amount available hereafter.

Without preceding agreement with the landlord, a tenant who has let repair work be carried out cannot demand to be reimbursed by way of the internal maintenance account. Also the landlord can decide who shall carry out maintenance work.

The landlord is not obligated to set aside money for internal maintenance of mixed properties – i.e., properties which are used for both residential and non-residential purposes – or for separate residential rooms.

It may be agreed that the internal maintenance is the responsibility of the tenant. This implies that the tenant apart from the rent shall pay expenses for painting, whitewashing, paperhanging, and surface finishing of floors in the property. Agreement about this shall be laid down by ticking "Tenant" in section 8 of the agreement. In accordance with such agreement, the landlord may require the tenant to carry out the internal maintenance of the property so that the property, at all times, remains in good repair and condition.

The landlord, or the landlord's deputy, has the right of entry into commencement of the tenancy. If the landlord does not react, the tenant may, depending on the significance of the defect for the tenancy, remedy the defect at the landlord's expense, demand compensation from the landlord, or terminate the agreement without further notice. The tenant's right to give notification of defects thus depends on the tenant using his/her right to set up objections no later than 14 days after the commencement of the tenancy. The tenant shall not be liable for the defect at the time of moving out.

The landlord shall maintain the property and the premises in a good state of repair and condition. All installations for drainage, supplies of light, gas, water, heating, and cooling shall be maintained in a good and serviceable repair. The landlord shall also be responsible for keeping the premises clean and for providing normal lighting of the property and the access roads to the property, just as the landlord shall keep pavement, yard, and other shared amenities clean.

Unless otherwise agreed, the tenant shall, in the period of the tenancy, carry out maintenance works and necessary renewal of locks and keys, so that these are always in good condition.

The tenant and the landlord may mutually agree on a different distribution of the maintenance obligations, e.g., so that the tenant assumes the responsibility for maintaining and, if necessary, renewing toilets, water taps, refrigerators, kitchen tables, mixer taps, window panes, floors, floor covering and the like. Arrangements, in accordance with which the tenant takes on the responsibility to maintain anything other than locks and keys, must be stated in section 11 of the tenancy agreement.

If, in accordance with the agreement, the tenant assumes such bigger maintenance obligations, it implies a corresponding reduction in the amount of money chargeable by the landlord towards the external maintenance of the property.

If the tenant and the landlord have mutually agreed on a different distribution of the maintenance obligations, the tenant shall, during the period of the tenancy, carry out maintenance work so often that the installations mentioned are always in good condition.

Internal state of repair and condition upon vacation by the tenant.
If the landlord is responsible for carrying out the internal maintenance of the property, the tenant shall only be met with demands to paint etc., if the tenant has caused damages to the property. The tenant, then, shall not make good any damage caused by fair wear and tear and lapse of time.

If the tenant, in accordance with the agreement, has assumed the responsibility to carry out the internal maintenance, the tenant must, upon vacation, return the property in the same condition as upon possession. This means that the tenant before moving out must carry out the maintenance of the surfaces of ceilings, walls, floors etc.,

the property, if circumstances demand it.

External maintenance.
All other maintenance than paint, whitewashing, paperhanging, and finishing of floors in the property is considered external maintenance.

Unless otherwise agreed, the external maintenance of the property, except locks and keys, is the responsibility of the landlord.

which ought to have been carried out during the period of the tenancy.

If the property was refurbished upon possession by the tenant, section 7 of the agreement may also state that the property shall be refurbished upon vacation.

External state of repair and condition upon vacation.
Locks and keys and, if applicable, other objects which, in accordance with the agreement are included in the tenant's external maintenance obligation, shall, at the termination of the tenancy, be surrendered in the same condition as at the commencement of the tenancy, with the exception of the diminution of value caused by fair wear and tear and lapse of time, presupposed, however, that the objects have been maintained continuously.

It may be agreed that objects which at the commencement of the tenancy were recently repaired, also must be recently repaired upon vacation. Such agreement must be stated in section 11 of the tenancy agreement.

It cannot be agreed that the property shall be in better condition at the termination of the tenancy, than it was at the commencement of the tenancy.

8. Regarding section 10 in the tenancy agreement Residents' Association and house rules.

Residents' Association.
The Residents' Association can, in some instances, enter into agreement with the landlord on behalf of the other tenants, including agreements about carrying out shared improvements of the property. Furthermore, special rules concerning notifications of increases in the rent and shared improvements apply to properties with Residents' Associations.

House rules.
It is the responsibility of the landlord to ensure orderliness in the property. The rules pertaining to this may be stipulated in a set of house rules.

If a Residents' Association has been organized, a residents' meeting can lay down house rules. Such will be valid unless the landlord has substantial reasons to object.

The tenant must comply with these rules and other reasonable orders intended to safeguarding orderliness and a proper and reasonable use of the property.

9. Regarding section 11 of the tenancy agreement: Special terms and conditions.

All mutually agreed derogations from the tenancy laws and the tenancy agreement must be stated in section 11. Such agreements may confer less extensive rights and impose bigger obligations on the tenant than in accordance with the general provisions of the tenancy laws.

The special terms and conditions stated in section 11 of the tenancy agreement have precedence over the other terms and conditions of the tenancy agreement.