

Tenancy Agreement

Form B 1998

Authorized by the Danish Ministry of Housing and Urban Affairs on 1 July 1998 under the terms of S. 6 of the Danish Act on the Rent of Social Dwellings (Lov om leje af almene boliger) as Form B 6th edition for use in tenancy agreements covering residential flats, including missed tenancies and separate rooms in social dwellings

Recipient field

stamps

The agreement is entered into on the terms and conditions laid down in legislation from time to time. The provisions of the Danish Act on the Rent of Social Dwellings are generally invariable.

The act sets out a number of rights and obligations for the parties. The parties may agree to derogate from the act in the areas where this is permitted. The provisions of the act state when it is permitted to agree on such derogations.

Any derogations agreed by the parties shall be stated in Clause 10 of the agreement. Thus, such derogations shall not be stated directly in the text of the agreement (by

crossing out or other means) unless the pre-paid text allows such means.

Moreover, the tenancy agreement shall be subject to the regulations set out in the statutes, the maintenance regulations, house rules and list of permitted alterations in force from time to time.

Some terms are italicized in the pre-printed text. These terms constitute derogations from the general regulations of the act. If the parties have agreed on the terms which are italicized in the text, there is no need to specify the same terms in Clause 10 of the agreement.

Clause 1. Parties and premises

Renting company

Tenant(s)

Membershio no./registration no

Lease no.

Tenancy address

Use

Number of rooms used for residential purposes

Total gross area of premises

Of which areas used for business purposes:

Total gross area of premises: :

Subsidied area (only for buildings having received a commitment of public subsidies before 1 January 1998)

Of which areas used for business purposes comprise:

Subsidized area:

Type of tenancy: Family accommodation Youth accommodation Accommodation for the elderly

Does the accommodation consist of one room? Yes No Is the accommodation for the elderly a care home? Yes No

Right of use of: Attic/cellar no. Garage no.

The tenancy includes: Kitchen: Private Shared Bath: Private Shared Toilet: Private Shared

Clause 2. Commencement

The commencement date of the tenancy agreement is:

The tenancy agreement shall expire at the latest on (only for youth accommodation)

Clause 3. Payment of rent etc

Payment	Rent etc. shall be payable monthly in advance on every:	day of the month
	The rent etc. shall be payable to the company as designated.	
Amount of monthly rent etc.	Rent:	DKK
	On-account heating charge:	DKK
	On-account water charge:	DKK
	On-account electricity charge:	DKK
	Charge for aerials:	DKK
	Garage hire and parking place	DKK
	Increase for improvement right of disposal: (date)	DKK
	Other:	DKK
	Reversion	DKK
	Total per month	DKK
To be paid upon signing of the agreement.	Rent etc. for the period:	DKK
	Occupant's down payment:	DKK
	or	DKK
	Deposit:	DKK
	Cashpayment for improvements:	DKK
	Stamp duty:	DKK 0,00
	Housing association share (only in cooperative housing accommodation):	DKK 0,00
	Total:	DKK

From which should be Residents deposit loan: DKK. »
deducted any loan under the Or: DKK
Danish Act on Individual Housing Benefits
Hereafter the tenant shall pay cash to the company a total sum DKK
(Boligstøtteleven) paid directly by the municipality to the
landlord, or any other forms of
benefits:

Clause 4. Payment additional to the renting company

The tenant shall pay the following types of charges in addition to the payments to the company:

Clause 5. Heating (incl. water heating), water and signal supply

Heating (incl. heating of water) The tenancy is heated using:
 Central heating with oil District heating/natural gas electricity
 Other

Does the company supply heating? yes no

Does the company supply hot water? yes no

The financial year for consumption begins on::

Are charges for heating and hot water included in the rent (only for youth accommodation)? yes no

Water Is the charge for water included in the rent (only if the company supplies the water)? yes no

Is a separate statement drawn up for water? yes no

Community aerial system Does the company provide signal supply? yes no

Clause 6. Interior maintenance

Interior maintenance is the responsibility of: The tenant (scheme A) The company (scheme B))

The balance of the maintenance account is DKK (only with scheme B)

The previous tenant has commissioned DKK.

Clause 7. Vacating premises (only with scheme A)

Has it been agreed that the tenant shall vacate the premises up to 14 days before the expiry of the tenancy agreement? yes no

Or

Has it been agreed that the tenant shall pay rent for a maximum of 14 days after the expiry of the tenancy agreement? yes no

Clause 8. Miscellaneous

Does the tenant has a right of assignment (only for mixed tenancies)? yes no

Has the tenant received a copy of the maintenance regulations? yes no

Has the tenant received a copy of the house rules, incl information on keeping domestic pets? Yes no

Has the tenant received a list of permitted alterations? yes no

Has the tenant received a copy of the statutes of the non-profit housing association yes no

Clause 9. General conditions

Social dwellings

This property is a social dwelling. Social dwellings are subject to the Danish Act of Social Housing and Subsidised Dwellings in Private Housing Cooperatives etc. (*Lov om almene boliger samt støttede private andelsboliger etc.*) and the Danish Act on the Rent of Social Dwellings (*Lov om leje af almene boliger*). The local council supervises the property, and the local residents' complain board settles most disputes between tenants and companys. The total rent for the housing unit shall at all times be fixed in such a way that it makes it possible for the housing unit to pay the expenses incidental to its operations, including prescribed charges, provisions etc., out of its income.

New buildings

In new buildings, the occupant's down payment and the rent are fixed provisionally and may be increased subject to 3 months' notice.

Occupancy

In accordance with the maintenance regulations, the company shall make the premises available to the tenant in good and sound state of repair and condition as from the agreed commencement of the tenancy agreement. Upon occupancy of the premises by the tenant, the company shall prepare a possession report in collaborations with the tenant as documentation of the state of repair of the premises at the time of occupancy. This report shall be signed by both parties. A duplicate of the report shall be given to the tenant.

Any disagreement as to whether the premises are defective upon commencement of the tenancy shall be settled in the first instance by the residents' complaint board. The board may order the company to remedy such defects.

If, due to defects, the tenant wishes to demand a proportionate reduction in the rent or wishes to cancel the tenancy agreement or demand compensation, the tenant shall inform the company within two weeks of the commencement of the tenancy agreement of his intention to rely on the defect. However, this shall not apply, if for example, the defect is not ascertainable when exercising reasonable care. Any disagreement on these matters shall be settled by the housing tribunal.

Domestic pets

No order may be made to remove domestic pets which have been acquired with special permission or in accordance with the house rules, even if the house rules are changed at a later date to the effect that domestic pets are no longer allowed.

Termination of tenancy agreement

The tenant may terminate the tenancy agreement by giving 3 months' notice to expire on the first weekday of a month which is not a day before a public holiday.

The company may terminate the tenancy agreement in accordance with the regulations set out in the Danish Act of Social Dwellings, for example when demolition or rebuilding entails the need to vacate the premises or if the tenant has failed to observe the rules of proper conduct, and that the situation is such that removal of the tenant is essential. Special rules are laid down in the Danish Act on the Rent of Social Dwellings governing the company's termination of tenancy agreements concerning youth accommodation.

Cancellation of tenancy agreements

The tenant may terminate the tenancy agreement by giving 3 months' notice to expire on the first weekday of a

month which is not the day before a public holiday.

The company may terminate the tenancy agreement in accordance with the regulations set out in the Danish Act on the Rent of Social Dwellings, for example when demolition or rebuilding entails the need to vacate the premises or if the tenant has failed to observe the rules of proper conduct, and that the situation is such that removal of the tenant is essential. Special rules are laid down in the Danish Act on the Rent of Social Dwellings governing the company's termination of tenancy agreements concerning youth accommodation.

Cancellation of tenancy agreement

The company may cancel the tenancy in accordance with the Danish Act on the Rent of Social Dwellings. The tenancy agreement may be cancelled if the rent or other obligatory payments have not been paid when due, or if the tenant, in whole or in part, hands over the use of the premises to another person or persons when s/he is not entitled to do so, and despite objections made by the company does not bring about the cessation of this or when the tenant has failed to observe the rules of proper conduct.

Clause 10. Special conditions

Here any agreed derogations from the general conditions set out in the act are stated:

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Clause 11. Signatures

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Date

.....
Date

.....
Renting company

.....
Tenant

.....

.....
Tenant

.....
Guardian (if applicable)