

This is an unauthorised translation of the Danish standard tenancy agreement U (Form U, 2<sup>nd</sup> Edition) authorised by the National Housing & Building Agency. In case of inconsistencies between this translation and the Danish original, the Danish text is authoritative.

*This tenancy agreement applies to the tenancies on **Bredevej Nos. 48, 60, 86, 88 and 98 in Kolding** under DUAB c/o UngesBoligService.dk.*

Residential tenancy agreement/housing agreement

Authorised by the National Housing & Building Agency on the 12th of November 1991 in pursuance of Section 5 of the Tenancy Act as a standard tenancy agreement U, second edition, applicable to separate room tenancies and flats, designed for **young people enrolled in education and others**.

Clause 1 – The parties and the tenancy

1	Landlord Name of the tenant Name of the tenant Name of the tenant Current address of the tenant	DUAB c/o UngesBoligService.dk, Tuborg Boulevard			hereby lets out/assigns to
	The location of the tenancy Bredevej XX 6000 Kolding	Tenancy no. X-XXX-X-XX	Number of rooms 1	Number of small rooms 0	Area (sqm) XX
2	The following is a part of the tenancy	Kitchen <input type="checkbox"/> Communal <input checked="" type="checkbox"/> Own	Bath <input type="checkbox"/> Communal <input checked="" type="checkbox"/> Own	Toilet <input type="checkbox"/> Communal <input checked="" type="checkbox"/> Own	Inventory, se list <input checked="" type="checkbox"/> No <input type="checkbox"/> To a limited extent <input type="checkbox"/> Yes
3	Is the prioritisation of the housing definite?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is the construction/ arrangement of the housing subsidised?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Clause 2 – The commencement and expiry of the tenancy

The tenancy commences	Date	and expires at the latest at	Date
-----------------------	------	------------------------------	------

Clause 3 – The size and payment of the rent

When the agreement is signed by both parties, the following terms of payment are applicable				
Monthly rent including furnishing, if any	Hereof payment for heating and hot water	Hereof payment for electricity	In addition: contribution to operating costs, in accordance with sentence 1 in "General provisions"	
DKK	DKK	DKK	Tenants' association DKK	DKK
Pursuant to prevailing subsidy schemes, the following payments are currently due				
Deposit Tenant contribution	Rent for the month of occupation	College association membership fee (payment not mandatory in the tenancy)	Stamp duty	
DKK	DKK	DKK	DKK	DKK
In addition to this, expenses for:			are due for payment	DKK

Total expenses at the signing of the agreement	Total	DKK
If the subsidy for young people under education and other young people in special need thereof no longer applies to this tenancy, the rent and other conditions in the tenancy agreement shall be determined by current legislation.		
According to Clause 3, Sub-clause 2, the rent and other mandatory payments related to the tenancy may be raised given a 3 months' notice in writing at the first of a month.		
<input type="checkbox"/> If Section 7, Sub-section 4 of the Danish Housing Act, concerns this tenancy, the rent may be raised given a 1 month's notice.		
If heating is not included in the rent, the year of the heating accounts begins every year on	Date	

#### Clause 4 – Maintenance and cleaning

The <input type="checkbox"/> landlord	<input type="checkbox"/> tenant, fully or partly, according to the maintenance regulations	is responsible for the internal maintenance
The <input type="checkbox"/> landlord	<input type="checkbox"/> tenant, according to the house rules	is responsible for the cleaning of the communal facilities
<input type="checkbox"/> The tenant must take into account that the tenancy will be subject to renovation for a period of up to 2 weeks after occupation, or <input type="checkbox"/> The tenant must vacate the tenancy up to 2 weeks before the expiry of the lease.		

#### Clause 5 – Special terms

On the 03.07.2009 the amount in the maintenance account is DKK X,XXX.XX, according to Section 10b of The Tenancy Act (B scheme). The Terms of the agreement were regulated on the 1st of Juli 1998 according to The Tenancy Act.
--

The undersigned hereby declares to be in agreement with the above-mentioned tenancy agreement terms from and including Clause 1 to and including Clause 5 and other general provisions.

Date On behalf of the landlord: Signature	As Tenant: Signature
	As Tenant: Signature
	If the tenant is under age, the signature of parent(s) or guardian(s) is required: Signature

In reference of Clauses 2 and 3:

Addition to Clause 2 – The commencement and termination of the tenancy

If the requirements of attaining the tenancy are met, the tenancy may be extended.
Giving a 6 weeks' notice <i>in writing</i> to the first of a month, the tenant may terminate the tenancy.

The landlord may terminate the tenancy according to Sections 82 and 83 of the Danish Rent Act. *In addition to this, the landlord may terminate the tenancy, when the requirements, under which the tenancy was let out, are no longer met, cf Section 77a of the Danish Housing Act. The landlord's term of notice is 3 months and vacation of the tenancy must take place at the first of a month.*

Addition to Clause 3 – The size and payment of the rent

The rent is due for payment on the first of every month at the place of payment in this country indicated by the landlord. Payments made at a bank or other financial institution are considered to be "payment at the place of payment". The rent shall be paid in advance, first time at the signing of the agreement, and covers the rent of the month, in which the tenancy is occupied.

If the building was originally subsidised for young people under education and other young people in special need thereof, the rent and the other terms of the tenancy agreement are determined by the laws in force at the time.

*If the building was originally subsidised for young people under education a.o., and prioritisation is not definite, the rent may be raised, giving 1 month's notice in writing at the first of a month.*

**General provisions**

*In the provisions in Italic the tenant's rights are less extensive or said provisions will impose on the tenant extended duties in relation to the tenant's duties under The Danish Rent Act.* In addition, a general referral to the rules and regulations of The Danish Rent Act and The Law on temporary regulation of housing conditions, where this tenancy agreement is covered by Parts II-V of this law and to The Danish Housing Act, if the building was originally subsidised for young people under education, a.o.

*In addition to this, the tenant shall maintain doors, windows, floors, fixed cabinets and inventory,*

Tax stamp		
-----------	--	--

**1. Operating costs in connection with communal facilities**

*If the operating costs for the communal facilities are not included in the rent, the tenant must pay an amount proportional to the costs connected to said communal facilities. If the operating costs in connection with the communal facilities etc. are defrayed by the membership fees of a college association, non-members are obligated to paying to the association an amount determined by the landlord and equivalent to the part of the membership fee that is allocated to these costs. Said amount is due for payment 1 month in advance at the same time as the rent.*

**2. Maintenance and use**

- a. Unless otherwise stipulated in the maintenance regulations, the tenant shall – notwithstanding the landlord otherwise being responsible for the internal maintenance – maintain and restore locks, keys, windows and switches. Unless otherwise agreed, the restoration will be initiated and arranged by the landlord.
- b. If the tenant has accepted the responsibility for the *internal maintenance* of the tenancy, he or she shall repaper, re-whitewash, repaint with a frequency that ensures that the tenancy is always in a good and well-maintained condition.

unless the restoration necessary is due to ordinary wear and tear.

*Major restorations in the tenancy due to water damage, fungus, explosions or other accidents for which nobody is at fault is at the landlord's expense.*

c. The tenancy is for habitation only.

**3. Alterations**

Without the *written* consent of the landlord, the tenant is not allowed to make alterations in the tenancy, unless otherwise stipulated in the maintenance regulations or house rules. The landlord has the right to re-establish alterations made at the expense of the tenant. The landlord has the right to demand that the tenant pays a suitable deposit for possible re-establishment expenses.

**4. Subletting or lending to a third party**

Without the written consent of the landlord, the tenant is not allowed to sublet or lend to a third party the tenancy or parts thereof, except in cases in which The Danish Rent Act has created the legal basis for subletting or lending to a third party. In all cases, the tenant must present the name of the sublettee and terms of the subletting agreement to the landlord.

**5. Vacation and transfer of the tenancy**

- a. According to the maintenance regulations, if any, for the determination of the maintenance condition at the time of vacation, eight days before vacation, the landlord has the right to demand that the tenant participates in a communal inspection of the tenancy. If the tenant fails to participate in the inspection (e.g. by proxy), the results of the landlord's inspection will apply. Within 15 days a list of the repairs which are at the tenant's expense shall be delivered to the tenant. Unless otherwise agreed at the time of the inspection, the restoration initiated and arranged by the landlord will be executed at vacation.
- b. Eight days before vacating the tenancy at the latest, the tenant shall present a forwarding address.

#### **Other general provisions**

- a. The tenant is obligated to giving to the landlord the information necessary in connection with termination questions.  
The landlord reserves the right to check said information.
- b. If the housing is subsidised for young people under education and others, the attention is drawn to the special rules and regulations under The Danish Housing Act, Section 77, on making provisions for payment of the rent etc. by recovery according to the rules of recovery of personal taxes and by preferential use of educational grants to which the tenant may be entitled, for payment of the rent etc., if as a part of a communal act the tenant should fail to pay the rent or other mandatory duties.