

This is an unauthorised translation of the Danish standard housing agreement *Typeformular B 1998* (Form B, 6<sup>th</sup> Edition). In case of inconsistencies between this translation and the Danish original, the Danish text is authoritative.

*This tenancy agreement applies to the tenancies on **Skovvejen Nos. 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38 and 40 in Kolding** under the *Boligselskabet Kolding, dep. 2.**

## Residential tenancy agreement

Standard tenancy agreement B, 6<sup>th</sup> edition, concerning residential tenancies, mixed residential tenancies and separate room tenancies in private dwellings. Authorised by the Ministry of Housing and Urban Affairs, July 1 1998 according to Section 6 of the Tenancy Act.

Modtagerfelt

DATE

NAME

ADDRESS

Tax stamps

DKK

The tenancy agreement shall be signed on the basis of the terms under the existing laws.

The Tenancy Act contains a series of rights and obligations for the parties. The parties may validly derogate from the rules and regulations of the Act by mutual agreement in the permitted areas. The permitted areas are stated under the respective sections of the Act.

If the parties wish to derogate from the rules and regulations of the Tenancy Act and/or this tenancy agreement, such derogations from the rules and regulations must be stated in section 10 of this agreement. Thus, mutually agreed derogations from the Tenancy Act cannot be stated directly in the text of the agreement (e.g. crossings-out, corrections and/or deletions of the original text), unless permission is specifically given in the pre-printed text.

In addition, the tenancy is regulated in relation to the existing statutes, maintenance regulations, house rules and list of jobs allowed to be carried out according to the tenants' right of tenancy disposal of the housing association.

*Some terms and conditions in the pre-printed text are emphasised using Italics. These constitute derogations from the general rules of the Tenancy Act.* If the parties have agreed on the terms and conditions which are italicised in the agreement, it is not necessary to list the same terms and conditions in section 10 of the agreement.

**Clause 1 – The parties and the tenancy**

Landlord	E.g. Boligselskabet Kolding, afd. 02, C.F. Tietgensvej 1C, 6000 Kolding		
Tenant(s)	NAME		
Membership number/registration number	Tenancy number		
E.g. 654	E.g. 654-		
The address of the tenancy			
Use	Number of rooms		
Habitation	1		
Area according to The Building and Dwelling Register:	XX sqm	Of which industrial: Area according to The Building and Dwelling Register:	XX sqm
Subsidised area (only for properties approved before January 1, 1998):	XX sqm	Of which industrial: Subsidised area:	XX sqm
Type of tenancy:	<input type="checkbox"/> Family tenancy	<input checked="" type="checkbox"/> student housing	<input type="checkbox"/> senior housing
Is it a one-room tenancy?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is the senior housing an assisted living facility?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Right of use for:	Attic/basement storage room No. /	Garage No.	
The following is a part of the tenancy:	Kitchen <input checked="" type="checkbox"/> Own <input type="checkbox"/> Communal	Bath <input checked="" type="checkbox"/> Own <input type="checkbox"/> Communal	Toilet <input checked="" type="checkbox"/> Own <input type="checkbox"/> Communal

**Clause 2 - Commencement of the tenancy**

The tenancy commences on the	XX-XX-20XX
<i>The tenancy is terminated (only for student housing) at the latest on the</i>	

**Clause 3 - Payment of rent etc.**

Payment	The rent etc. is due for payment in advance monthly on every:	1 <sup>st</sup> of a month
The rent etc. is to be paid to the place of payment stated by the landlord		
Every month the rent etc. comprise	Rent:	DKK
	Heating on account:	DKK
	Water on account:	DKK
	Electricity on account:	DKK
	Other on account:	DKK

Payment for shared antenna and Copy Dan:	DKK
Other rent expenses:	DKK
Rent increase due to improvements until: (date)	DKK
Improvement loans etc.:	DKK
<b>Total per month:</b>	<b>DKK</b>

When signing the agreement the following payment is due:	Rent etc. for the period of: XX-XX-20XX to XX-XX-20XX:	DKK
	Tenant contribution	DKK
	OR	
	Deposit	DKK
	Payment in cash for improvements	DKK
	Name plate	DKK
	<b>Total</b>	<b>DKK</b>

From this amount loan under the Rent Subsidy Act, if any, paid directly from the municipality to the landlord, or other type of subsidy, is deducted:	Tenant contribution loan	DKK
	OR	DKK
<b>Hereafter the tenant will pay in cash to the landlord a total of:</b>		<b>DKK</b>

#### **Clause 4 – Payment to other parties than the landlord**

*Payments for electricity and signal transmission must be paid directly to the utility company*

#### **Clause 5 – Heating (incl. heating of water), water and signal transmission**

Heating (incl. heating of water)	The tenancy is heated by: District heating/natural gas	
	<input type="checkbox"/> Oil-based central heating	<input checked="" type="checkbox"/> District heating/natural gas
	<input type="checkbox"/> Electricity	
	<input type="checkbox"/> Other:	
	Does the landlord supply the heating?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Water	Does the landlord supply the hot water	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	The heating accounting year begins on the <b>1<sup>st</sup> of January</b>	
	Is the expense for heating and hot water included in the rent (only for student housing)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Is the expense for the water included in the rent (only in case the landlord supplies the water)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Are the water accounts made separately?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Communal aerial (Shared antenna)	The water accounting year begins on <b>1<sup>st</sup> of January</b>	
	Does the landlord supply the signal transmission?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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**Clause 6 – Interior maintenance**

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The interior maintenance is the responsibility of:  the tenant (A-scheme)  the landlord (B-scheme)  
The maintenance account totals: DKK (only available for the B-scheme)

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**Clause 7 – Vacation (only for the A-scheme)**

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Is it agreed that the tenant vacates the tenancy up to 14 days before the termination of the lease  Yes  No

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Or

Is it agreed that the tenant pays rent for at maximum period of 14 days after the termination of the lease  Yes  No

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**Clause 8 - Miscellaneous**

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Does the tenant have the right to assign (only for mixed tenancies)?  Yes  No

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Did the tenant receive a copy of the maintenance regulations?  Yes  No

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Did the tenant receive a copy of the house rules, including information on domestic animals?  Yes  No

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Did the tenant receive a copy of the list of jobs allowed to be carried out according to the tenants' right of tenancy disposal  Yes  No

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Did the tenant receive a copy of the statutes of the housing association/self-governing institution  Yes  No

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**Clause 9 – General terms and conditions**

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**Social housing**

The property is a social housing. For social housings, the Act of Social Housing and Subsidised Private Housing Co-operatives etc. and the Tenancy Act apply. The municipal council supervises the property, and to a great extent, the local complaints board for tenants settles disputes between the landlord and the tenant. At any time, the total rent for the division must be determined in a way that it provides the division with the possibility of settling the operating costs, including statutory contributions, depositing etc., using the rent earnings.

**Developments**

In developments, the tenant contribution and the rent are preliminary and may be subject to increases at three months' notice.

**Possession of the tenancy**

In accordance with the maintenance regulations, the landlord must make the tenancy available to the tenant in a sound and good condition from the agreed time of commencement of the tenancy. In connection with the occupancy, the tenancy shall be inspected by the landlord and the tenant, following which a report must be drawn up, stating the condition of the tenancy at the occupancy. The report must be signed by both parties. The tenant will receive a copy of the report.

Disputes on whether the tenancy has defects at the commencement of the tenancy, will primarily be settled by the complaints board for tenants, which has the right to order the landlord to repair the defects.

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If the tenant on the basis of defects wishes to demand a proportional reduction of the rent, cancel the tenancy agreement or claim for damages, the tenant must, not later than 14 days after the commencement of the tenancy, inform the landlord that the tenant wishes to hold the landlord accountable for the defects. However, the 14 day deadline does not apply if, e.g., the defect is not ascertainable when exercising reasonable vigilance. Disputes concerning these matters are settled by the Rent Tribunal.

### **Domestic animals**

It is not possible to demand the removal of domestic animals acquired according to special permission or in accordance with the house rules, even if the house rules are altered at a later date, stipulating that such domestic animals are no longer permitted.

### **Termination of the tenancy agreement**

The tenant may terminate the tenancy agreement at three months' 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 the Tenancy Act, e.g. when demolition or modernisation results in the fact that the tenant is forced to vacate the tenancy, or when the tenant disregards fair and traditional practices, and the relation is of a nature that requires that the tenant vacates the tenancy. In the Tenancy Act, the landlord's rights to terminate student housing agreements are specified.

### **Cancellation of the tenancy agreement**

The landlord may cancel the agreement according to the rules and regulations of the Tenancy Act. E.g., the tenancy agreement may be cancelled when the rent or other compulsory disbursements are not paid in due time, when the tenant fully or partially assigns the use of the tenancy to another party, in cases where this is not permitted, and despite objections from the landlord does not terminate the relation, or when the tenant has disregarded fair and traditional practices.

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## **Clause 10 – Special terms and conditions**

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If mutually agreed by landlord and tenant, derogations from the general rules stipulated in the laws must be stated here.

*The following attachments are enclosed:*

*Normal maintenance regulations (A-scheme)*

*Positive list in connection with disposal right jobs and alterations of the tenancy/Loan and compensation list*

*House rules*

*The statutes of the housing association*

*List of defects (to be returned not later than 14 days after the occupancy)*

*If the tenancy is vacated on a date that is not equivalent to the deadline for the heating or water accounts, a fee may be charged.*

*Only the tenant may inhabit the one-room and doublet apartments.*

*At the moment, domestic animals are not permitted. This may, however, be changed in connection with a tenant vote.*

*Occupancy and vacation of the tenancy: If the agreed occupancy and/or vacation date is not a weekday, the occupancy and/or vacation date is postponed to the following weekday. The vacating tenant is always obligated to paying the rent until the termination date of the tenancy agreement, and the occupying*

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*tenant is obligated to paying rent from the commencement date of the tenancy agreement.*

*Stove and refrigerator/freezer is the property of the tenancy.*

*Student housing: Electric burners, refrigerator/freezer are the property of the tenancy.*

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### **Clause 11 - Signatures**

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Date	Date
Landlord Boligselskabet Kolding, afd. 02 v/Boligkontoret Danmark C.F. Tietgensvej 1C 6000 Kolding	Tenant
	Tenant
	Guardian, if any
Date	Date

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#### *Comments:*

*Among other things, Clause 10 includes mutually agreed derogations from the general legislation, if any. I.e., no domestic animals allowed, and a six weeks' notice of termination at the first of a month.*

*Under Clause 3: "Other on account" and Other rent expenses" – these expenses are currently not in use for said tenancies.*

*The deposit always constitutes 6 months' rent.*

*There's no charge for the name plate.*