

Tenancy No.: \_\_\_\_\_

# TENANCY AGREEMENT

Tenancy agreement for flats, including rental units for mixed purposes and separate rooms in private tenanted properties.

Authorised by the Ministry of the Interior and Housing on 1 September 2022.

A number of provisions in the Danish Rent Act are fixed, while others may be dispensed with by agreement. 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.

conditions of the agreement, these will not need to be specified in Section 11 of the contract. The terms stated in Section 11 are adequately highlighted.

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.

Unless otherwise agreed by the parties on matters from which the regulations may be derogated, the rights and obligations of the landlord and the tenant under this tenancy agreement are regulated in the Danish Rent Act in force.

Some of the terms in the pre-printed text are highlighted using ***bold italics***. These terms are derogations from the general rules of the Danish Rent Act. If the parties have agreed upon the italicised

An appendix to this tenancy agreement provides a guide on tenancy agreements for flats, including rental units for mixed purposes and separate rooms in private tenanted properties. The guide is included in the authorised tenancy agreement.

## Section 1. The parties and the rental unit

The rental unit: The rental unit is  a flat  a single room  an owner-occupied flat  
 other:  an owner-partnership flat  
 The tenancy is a subtenancy

Location:

City:

Landlord: Name:  
CVR-No./registration No.:

Address:

Phone:

Email:

Tenant: Name:

Address:

Phone:

Email:

Rental unit area: The total gross floor area of the unit is \_\_\_\_\_ m<sup>2</sup> and consists of \_\_\_\_\_ rooms  
of which \_\_\_\_\_ m<sup>2</sup> consists of business premises, etc.

Rights of use of: In addition to the property, under the agreement, the tenant will also have access to and use of the following facilities: (please tick as appropriate)

Laundry  Common garden  Loft/basement space No.: \_\_\_\_\_

Bicycle parking  Garage No.: \_\_\_\_\_  Other facilities: \_\_\_\_\_

Other facilities: \_\_\_\_\_  Other facilities: \_\_\_\_\_

Use of the property: Without the landlord's prior **written** consent, the rental unit must not be used for any other purposes than:

## Section 2. Period of tenancy

Start: The tenancy starts on the \_\_\_\_\_ and continues until terminated, unless the tenancy is of limited duration, cf. Section 11.

Terminating the tenancy: Either party must terminate the tenancy by giving **written** notice. Unless otherwise agreed or specified in Section 11 of the agreement, the tenant may terminate the tenancy by giving three months' prior notice to the first working day of a month not immediately followed by a public holiday. However, the tenancy of separate rooms may be terminated by one month's prior notice. The landlord may terminate the tenancy in accordance with Sections 170 and 171 of the Danish Rent Act.

## Section 3. Payment of rent

Rent: The annual rent is DKK \_\_\_\_\_

Payment: Rent, etc. is due for payment on the \_\_\_\_\_ of each (please tick as appropriate)  
 Month  **Quarter**

The monthly/quarterly rent amounts to: DKK \_\_\_\_\_

Additional charges amount to:

|   |           |
|---|-----------|
| Payment on account for heating          | DKK _____ |
| Payment on account for water            | DKK _____ |
| Payment on account for electricity      | DKK _____ |
| Payment on account for cooling          | DKK _____ |
| Aerial charges                          | DKK _____ |
| Internet charges                        | DKK _____ |
| Contribution to tenant representation   | DKK _____ |
| Other*: DKK _____                       |           |
| Other*: DKK _____                       |           |
| Total monthly/quarterly amount payable: | DKK _____ |

\* Please note: The charging of any amount in addition to the rent must have legal basis. Otherwise, the amount must be included in the rent.

Taxes and dues:

Included in the rent are taxes and dues as on \_\_\_\_\_  
This date will provide the basis of any future changes to taxes and dues.

Place of payment:  The rent etc. must be paid to the landlord's account no. \_\_\_\_\_ - \_\_\_\_\_  
in (bank): \_\_\_\_\_  
Payments made to a bank are considered payment at the specified place of payment.  
 The rent etc. is paid via Betalingsservice.

Note: Any specific conditions relating to the rent determination, cf. the instructions, must be specified in Section 11 of the tenancy agreement.

## Section 4. Deposit and prepaid rent

Deposit: No later than the \_\_\_\_\_, the tenant must pay a deposit of DKK \_\_\_\_\_, equivalent to \_\_\_\_\_ months' rent (no more than 3 months' rent).

Prepaid rent: No later than the \_\_\_\_\_, the tenant must pay prepaid rent, equivalent to DKK \_\_\_\_\_, equivalent to \_\_\_\_\_ months' rent (maximum corresponding to the rent that must be paid in the period from the notice given by the tenant until the tenancy ends, albeit a maximum of 3 months' rent).

Payment: No later than the \_\_\_\_\_, the tenant must pay a total of: DKK \_\_\_\_\_,  
equivalent to: Prepaid rent: DKK \_\_\_\_\_  
Rent, etc. for the period: \_\_\_\_\_ to \_\_\_\_\_  
Deposit DKK \_\_\_\_\_  
DKK \_\_\_\_\_  
DKK \_\_\_\_\_  
DKK \_\_\_\_\_  
DKK \_\_\_\_\_  
In total DKK \_\_\_\_\_

Hereafter, the first payment of the rent is to be made on \_\_\_\_\_.

## Section 5. Heating, cooling, water and electricity

Heating: Does the landlord provide heating and hot water? (please tick as appropriate)  Yes  No  
If yes, the property is heated by:  
 District heating/natural gas  
 Oil-fired central heating  
 Electricity for heating  
 Other: \_\_\_\_\_  
 The cost of heating is charged in addition to the rent, cf. Section 65(1) of the Danish Rent Act.

The annual heating consumption is measured from \_\_\_\_\_  
 The cost of heating is charged in addition to the rent, cf. Section 65(2) of the Danish Rent Act (separate room tenancy, (etc.).

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Is the tenant responsible for heating the property? (please tick as appropriate)  Yes  No  
If yes, the property is heated by:  
 Electricity  
 Gas  
 Oil/kerosene  
 District heating/natural gas  
 Other: \_\_\_\_\_

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Water: Does the landlord provide water? (please tick as appropriate)  Yes  No  
If yes:  
 The cost of water is distributed on the basis of individual consumption meters and is charged in addition to the rent.  
The annual water consumption is measured from \_\_\_\_\_  
 The cost of water is not distributed on the basis of individual consumption meters and is therefore included in the rent.

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Electricity: Does the landlord provide electricity for other purposes than heating? (Please tick as appropriate)  Yes  No  
If yes:  
 The cost of electricity is distributed on the basis of individual consumption meters and is charged in addition to the rent.  
The annual electricity consumption is measured from \_\_\_\_\_  
 The cost of electricity is not distributed on the basis of individual consumption meters and is therefore included in the rent.

Cooling: Does the landlord provide cooling? (please tick as appropriate)  Yes  No  
If yes, are the charges based on individual meters? (please tick as appropriate)  Yes  No  
The annual cooling consumption is measured from \_\_\_\_

### Section 6. Communal aerials, etc. and access to electronic communication services

Communal aerial: The landlord provides connection to a communal aerial to which the tenant must pay a fee (please tick as appropriate)  Yes  No  
The aerial association of the tenants provides connection to a communal aerial (please tick as appropriate)  Yes  No  
Internet: Does the landlord provide access to the Internet (electronic communication services) to which the tenant must pay a contribution? (please tick as appropriate)  Yes  No

### Section 7. Property condition at the start and end of the tenancy

If the landlord wants to be able to make demands for repairs at the end of the tenancy, it is the responsibility of the landlord who lets out more than one residential flat to conduct an initial inspection, and the landlord who lets out more than one residential flat at the end of the tenancy out, to conduct a final inspection.

Does the landlord rent out more than one residential flat?  Yes  No  
Is the condition of the property assessed at an initial inspection?  Yes  No  
Is the condition of the property assessed at a final inspection?  Yes  No

Note: If the condition of the property is deficient at the start of the tenancy, the tenant must give notice of this to the landlord no later than 14 days after the start of the tenancy, or the tenant loses the right to make subsequent claims concerning this deficiency. The deadline will still apply even if the tenant has participated in an initial inspection before this deadline and received an inspection. However, the deadline does not apply if the deficiency cannot be discovered with reasonable diligence.

### Section 8. Maintenance

**Responsibilities:** *The internal maintenance of the tenancy will be the responsibility of:* (please tick as appropriate)  
 The landlord  **The tenant**

Account: If the landlord is responsible for interior repairs, the landlord will have opened a bank account for interior repairs of the property. At the time of signing the tenancy agreement: \_\_\_\_\_, the account balance is DKK \_\_\_\_\_. After the agreement is signed, this account balance may have changed due to repairs carried out by the landlord.

Note: 'Interior maintenance' means maintenance of the flat with whitewashing, painting, wallpapering and surface finishing of floors.

External maintenance means maintenance of all parts of the property and the rented property which are not covered by the internal maintenance.

According to the Danish Rent Act, the tenant has the duty to maintain locks and keys, unless otherwise agreed.

### Section 9. Fixtures and appliances

At the start of the tenancy, the following fixtures are the property of the landlord: (please tick as appropriate)

Stove  Fridge/freezer  Tumble dryer  Other: \_\_\_\_\_  
 Refrigerator  Dishwasher  Cooker hood  Other: \_\_\_\_\_  
 Freezer  Washing machine  Washing machine/tumble dryer  Other: \_\_\_\_\_

### Section 10. Tenant representation, pets, house rules and additional information regarding the tenancy

Tenant representation:

Does the property have a tenant association at the time of signing this agreement? (please tick as appropriate)

Yes  No

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Pets: Are tenants allowed to keep pets in the rental unit? (please tick as appropriate)

Yes  No

Special conditions for the pet permit:

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House rules: Do house rules apply to the property at the commencement of the tenancy?  
(please tick as appropriate)

Yes  No

If house rules apply to the property, these must be attached to the agreement.

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Additional information regarding the rental unit:

No derogations or additions with regard to the general rules of the Danish Rent Act and to Articles 1-10 of the standard agreement may be stated here.

## Section 11. Special conditions

Derogations: **Here any agreed derogations and additions to the general rules stipulated in the Danish Rent Act and in sections 1-10 of the standard agreement must be stated. Such derogations might impair tenants' rights or impose greater obligations on tenants than those stipulated in the general rules of the Danish Rent Act.**

**The terms and conditions already complying with the general rules of the Danish Rent Act or the house rules of the property must not be stated here. Any additional information regarding the tenancy must be stated in Section 10 of the agreement.**

Note: Special terms may be stipulated in Section 11, including any special terms relating to rent determination which must be included in the tenancy agreement, such as special terms as regards return on investments (Section 11(4) of the Danish Rent Act), price regulations linked to the Net Price Index (Section 11(5), Section 53(2) or Section 54(3) of the Danish Rent Act), private urban renewal and property improvements (Section 12 of the Danish Rent Act) and free rent determination (Section 54 of the Danish Rent Act).

**The following constitute derogations from the starting point of the Danish Rent Act:**

Rent determination: The tenancy is covered by the rules on free rent  Yes  No

If yes, which reason applies, cf. § 54 of the Danish Rent Act? (For details, see the guidelines):

Rental regulation: The rent is regulated once a year according to the development in Statistics Denmark's net price index.

A rent increase can only be implemented by the landlord's written notification to the tenant.

Yes  No

Every \_\_\_\_\_, the current rent is regulated by the increase in the net price index from \_\_\_\_\_ the year before until the \_\_\_\_\_ month prior to the regulation date. The rent is regulated for the first time on the \_\_\_\_\_.

The regulation takes place as follows: Current rent/applied net price index at latest calculation of net price indexation x new index = new rent

The landlord is entitled to omit the regulation completely or partially, without this being considered a waiver of the right to collect this in the future.

Other derogations:

Other derogations – continued

**Section 12. Signature**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signed by the landlord

\_\_\_\_\_  
Signed by the tenant

\_\_\_\_\_  
Signed by the landlord

\_\_\_\_\_  
Signed by the tenant

# GUIDELINES for housing

Guidelines regarding the standard tenancy agreement concerning residential and mixed tenancies in private tenanted properties.

These guidelines form an attachment to the authorised standard tenancy agreement, Form A, 10th edition, of 1 September 2022 and thus constitute a part of the authorised tenancy agreement.

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

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 bold and italics. These terms are derogations from the general rules of the Danish Rent Act. If the parties have agreed on those terms and conditions which are italicised in the agreement, 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 14 of the Danish Rent Act. Where such an addendum is drawn up, it constitutes a part of the tenancy agreement.

The supplement must not contain identical terms and conditions of tenancies for more tenants in the same property when they appear to the tenant to be standardised. If this is the case, the addendum must be authorised. No special supplement for Form A, 10th edition has been authorised.

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. The guidelines are not exhaustive.

For further information, see the tenancy laws in force at the time in question as well as the guidelines which can be found on the ministry's website etc.

These guidelines were drawn up in August 2022. Note that the legislation may have been changed in some respects after this date.

The text below contains information with reference to the individual provisions in the tenancy agreement:

### **1. Regarding Section 1 in the tenancy agreement: The parties and the rental unit**

#### **Protection of the Danish Rent Act.**

The general rights of the tenant as stipulated in the tenancy laws have validity without registration. The 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 by the tenant, unless otherwise agreed.

The Danish Rent Act does not protect a sub-lessee in the same way as it protects a regular tenant, because the sub-lessee does not have a contract with the owner of the property, unlike the regular tenant.

#### **Sub-letting**

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

Sub-letting is when the tenant who has entered into a tenancy agreement with the landlord sublets the flat in part or in full to another person.

As a rule, the tenant may not transfer the use of the property to others.

However, 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, see below), 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, temporary relocation or the like.

The landlord may, however, object to the sub-letting of the whole flat, if the entire property comprises fewer than 13 flats, 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, must be entered into in writing, and the sub-lessor must give the landlord a copy of the sub-letting agreement before the commencement of the sub-letting agreement.

In connection with sub-letting, the tenant may choose to provide security in the form of a bank guarantee or a deposit in a separate deposit account when entering into the tenancy agreement or during the period of tenancy.

### **2. Regarding Section 2 in the tenancy agreement: The commencement and termination of the tenancy**

#### **Tenant's notice to terminate the tenancy**

According to the Danish Rent Act, the tenant must give 3 months' notice to terminate the tenancy agreement, unless otherwise agreed by the parties. Such agreements about this must be stipulated in Section 11 of the tenancy agreement.

Unless otherwise agreed, the tenant must give one month's notice to terminate a separate room tenancy. Such agreements about this must be stipulated in Section 11 of the tenancy agreement. 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.

The tenant can terminate a rental agreement for a separate single room (club room) with 3 months' notice, unless otherwise agreed. Such agreements about this must be stipulated in Section 11 of the tenancy agreement. A separate single 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.

#### **Landlord's notice to terminate the tenancy**

The tenancy agreement can only be terminated by the landlord in accordance with the rules stipulated in Sections 170 and 171 of the Danish Rent Act, and the landlord must give notice in accordance with the rules stipulated in Section 175 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, 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 commencement of the agreement only contains two flats, of which the landlord occupies one.

Furthermore, on certain conditions, 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 Danish Rent Act contains a few other grounds to terminate the agreement, including tenant's 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 must also be stated whether it is an owner-occupied flat or an owner-partnership flat.

If the property is of another type, this must be stated.

In accordance with Section 170(3) of the Danish Rent Act, an owner or a part-owner who only rents out one owner-occupied flat or owner-partnership property may terminate the tenancy with one year's notice if the owner or the part-owner intends to use the property himself. Concerning owner-occupied flats, the special rule in section 172(4) of the Danish Rent Act also applies, which states several terms and conditions that must be met for the landlord to be able to terminate the tenancy agreement.

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. The parties may, for example, agree that the tenant can move out sooner.

### **Fixed-term tenancies**

Upon the signing of the agreement, the parties can agree on a fixed term tenancy, cf. section 173 of the Danish Rent Act, if the landlord's own situation provides sufficient reason for a fixed-term tenancy. Valid reasons to rent out on a fixed-term basis may be stationing or temporary relocation. The housing tribunal may ignore any provision for a fixed term where such provision is not found to be warranted by the landlord's own situation. Several decided cases exist concerning reasons for fixed-term tenancies.

In principle, a fixed-term tenancy agreement implies less extensive rights for the tenant than under the general rules in the Danish Rent Act. Therefore, 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 regardless of whether the landlord has a special reason for the fixed term.

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, and it may be appropriate to state the reason for the fixed term therein. 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 on determining and regulating the rent are found primarily in the Danish Rent Act. The rules governing rent determination and regulation depend on the type and location of the property.

### **Determination of rent at the commencement of the tenancy**

In regulated municipalities, cf. Section 4 of the Danish Rent Act, special rules apply regarding the amount of the rent when the tenancy agreement is entered into, cf. Section 19 of the Danish Rent Act.

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 properties', where the rent may be agreed to be an amount that does not exceed the value of the property. Section 19(2) of the Danish Rent Act contains a definition of 'thoroughly improved properties'.

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

Regarding properties with cost-related rent, 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 the so-called unregulated municipalities, no special rules apply regarding the amount of rent payable at the time of the signing of the agreement. However, the tenant may, following the commencement of the agreement, demand that the rent be reduced if it substantially exceeds the value of the property. This also applies to properties located in regulated municipalities that are exempt from the rules on cost-related rent.

### **Regulation of the rent during the period of tenancy**

In principle, the rent for properties in regulated municipalities is regulated in accordance with the rules on cost-related rent, while the rent for properties in unregulated municipalities is regulated in accordance with the rules on the value of 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 1 January 1995, comprised 6 or fewer residential flats (small properties).

The same applies to properties built after 1 January 1995 if the property included 6 or fewer residential flats when it was taken into use.

In connection with the determination and regulation of the rent for these tenancies, the rules on the value of the rented 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 is regulated in accordance with the rules on cost-related rent.

### **Separate rooms**

For separate single rooms (club rooms) in regulated municipalities, the rent is determined and regulated in accordance with the rules on cost-related rent, unless the single room is located in a property that is exempt from the rules on cost-related rent, so that the rent is instead determined according to the value of the rented property.

For separate residential rooms, where the rooms are part of the landlord's flat, or of a single- or double-occupancy house occupied by the landlord, as well as club rooms in unregulated municipalities, the rent is determined and regulated in accordance with the value of the property.

### **Mixed properties**

The rent for mixed properties – i.e. properties which are used for residential as well as 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 and dues**

Both in regulated and unregulated municipalities, it is possible to announce rent increases in consequence of increases in property taxes and dues. As an alternative regarding cost-related rent, taxes and dues can be included in the operations budget.

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

### **Net price index adjustment**

The landlord may choose to adjust the rent based on the development in the net price index from Statistics Denmark. There are two forms of net price index adjustment which are exceptions to the general rules on regulation of the rent.

For tenancies in properties with cost-related rent, the landlord may decide to adjust the rent once per year and for periods of two years at a time based on the net price index instead of the rules on cost-related rent. It can also be agreed between the lessor and the lessee that the rent for the duration of the tenancy must be regulated once a year according to the development in the net price index from Statistics Denmark. It is possible to request a rent reduction, if the rent which has been adjusted based on the net price index significantly exceeds the value of the property.

For properties with cost-related rent and other properties, it can be agreed that the rent for the duration of the tenancy must be regulated once a year according to the development in the net price index from Statistics Denmark net price index.

An agreement to regulate the rent based on the net price index must be stated in Section 11 of the tenancy agreement. It must include the time which forms the basis for the adjustment and the value of the net price index at this time. It must also state when the rent will be adjusted for the first time.

### **Free rent determination**

Both in regulated and unregulated municipalities, 'free rent determination' (cf. Section 54(1)(1–3) of the Danish Rent Act) may be mutually agreed in the following tenancy agreements:

- where the tenancy concerns flats in properties that have been occupied after 31 December 1991, cf. Section 54/(1)(1) of the Danish Rent Act,
- where the tenancy concerns flats lawfully used exclusively for business purposes, as of 31 December 1999, cf. Section 54/(1)(2) of the Danish Rent Act. The same applies to premises which no later than this date were lawfully used or had lawfully been organized exclusively for business purposes and
- flats or rooms newly established in attics/top floors which were not used or registered for residential purposes by 1 September 2002, and flats or rooms in newly added floors where the building licence was granted after 1 July 2004, cf. Section 54(1)(3) of the Danish Rent Act.

Pursuant to Section 54(2) of the Danish Rent Act, it is a condition – as far as Section 54(1)(2 and 3) of the Danish Rent Act is concerned – that it appears from the tenancy agreement that the tenancy is covered by the specific provision in the Danish Rent Act.

An agreement on free rent determination implies that the rent may only be reduced in those cases where the rent is unreasonably high. Therefore, the tenant may not claim a reduction of the rent, which

is otherwise the case, even though the mutually agreed rent substantially exceeds the cost-related rent or the value of the property.

An agreement on free rent determination must be introduced in Section 11 of the tenancy agreement.

If an agreement on free rent determination has been made, it may be agreed that the rent in the period of the tenancy is to be regulated in accordance with the net price index. 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, the rent cannot be regulated during the period of the tenancy. However, the rent may be regulated as a consequence of increases in and imposition of new taxes and dues.

### **Index-financed housing**

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

According to these rules, the rent may be determined so that the total rental income can 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 1 January 1989, constructed and let by landlords subject to the act on real interest tax.

For both types of properties, special rules apply to the regulation of the rent during 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.

### **Payment of the rent**

The landlord decides how the amounts mentioned must be paid and specifies a bank account into which the rent and related on account payments are paid.

It may be agreed that the rent must be paid for a period of three months at a time. A period longer than three months cannot validly be agreed.

### **Money liability**

A number of payments in connection with the tenancy fall under the heading 'money liability', meaning that the landlord can terminate the tenancy agreement 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, aerial and internet costs, on account payments for water, payment for cooling as well as payment of claim fees.

If the rent is due for payment on a public holiday, a Saturday, or on Denmark's Constitution Day, the date of payment is postponed until the following weekday. Payment of rent is considered punctual, if it is made on the due date at the latest.

If the rent is not paid punctually, the landlord may submit a claim for this.

The claim may be submitted after the third weekday after the due date for payment at the earliest. The landlord may charge a fee for this as stipulated in the Danish Rent Act.

#### **4. Regarding Section 4 in the tenancy agreement: Deposit and prepaid rent**

##### **Deposit**

In the tenancy agreement, 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. In connection with sub-letting, the tenant may choose to provide a bank guarantee or a deposit in a separate deposit account instead of paying a deposit.

##### **Advance payment of rent**

The landlord can also stipulate that the tenant, upon entering into the tenancy agreement, pays in advance an amount which at most corresponds to the rent that must be paid in the period from the termination of the tenancy until the tenancy ends, albeit a maximum of 3 months' rent. Such advance payment of rent can cover the rent of the final 3 months of the period of the tenancy.

In case of rent increases, a proportional 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 deposit and advance payment of rent corresponded to in proportion to the rent at the commencement of the tenancy. It should be specified in the charges of the rent which amount constitutes the actual rent and which amounts constitute adjustments of advance payment of rent and deposit.

If the rent is reduced, the landlord must make a corresponding repayment of the deposit and prepaid rent from the time of the reduction.

#### **5. Regarding Section 5 in the tenancy agreement: Heating, cooling, water and electricity**

The boxes in the tenancy agreement must be ticked partly in order to secure information about the property, partly in order to secure the information which the municipality will need to calculate rent subsidy, if applicable.

In properties where the landlord supplies heating and hot water as well as electricity for other purposes than heating, and in properties where payment for water and cooling is made in accordance with consumption meters, the tenant must pay an amount on account to cover the landlord's expenses, as a principle rule.

The costs of the property's heating and hot water supply as well as electricity for other purposes than heating cannot be included in the rent. The same applies to water consumption and cooling expenses if these expenses are apportioned on the basis of meters. However, this does not apply to separate rooms for residential purposes, where the costs of heating, water, electricity for other purposes than heating, and cooling may be included in the rent.

Upon expiry of the accounting period for water, heating, electricity and cooling, the landlord must forward individual accounts for the actual expenses and amounts paid on account during the accounting period.

These accounts must reach the tenants no later than 4 months after the expiry of the accounting year. However, if heating, electricity and cooling supplies are provided by a shared supply facility, 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 accounts from the supply facility. If supplies are provided by a shared supply facility, the accounting year must follow the accounting year of the supply facility.

Heating suppliers must make sure that information about the tenant's heat distribution meters is made available to the tenant upon request, cf. Section 9 in the ministerial order on heat distribution meters, which forms the basis for the distribution of the heating costs.

If the contribution paid on account by the tenant is too low, the landlord may claim additional payment in connection with the first rent payment which must be made when one month has passed after the tenant received the individual accounts. If the additional payment exceeds 3 months' rent, the tenant may decide to pay by 3 equal monthly instalments.

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

If the separate accounts reach the tenant too late, the landlord cannot insist on additional payment following the accounts. If the account has not been submitted within another 2 months after the mentioned deadline, the tenant may omit to make payments on account until the tenant has received the account and has received, if applicable, the excess amount paid for the completed accounting period.

The appropriate box must be ticked to indicate whether or not the landlord provides the supply of electricity to the property. If this is not the case, the tenant must enter into an agreement with an electricity supplier.

#### **6. Regarding Section 7 in the tenancy agreement: Condition of the property at the start of the tenancy**

In Section 7 of the tenancy agreement, the parties must tick the appropriate box to indicate whether or not the condition of the property has been or will be assessed at an initial inspection.

Landlords who rent out residential flats must draw up an initial inspection report.

The report must be drawn up in cooperation with the tenant, so that the tenant is summoned to attend an initial inspection in connection with the start of the tenancy.

A landlord who only rents out one residence and an owner of a single owner-occupied or owner-partnership residence are, however, not obligated to conduct an initial inspection.

The landlord's situation at the time when the property becomes available to the tenant determines whether or not the landlord is obligated to conduct an initial inspection. This will typically be at the start of the tenancy. If there is doubt about whether or not the landlord only rents out one residence, the tenant may ask the landlord to sign a solemn declaration which states that the landlord only rents out one residence.

A landlord who rents out rooms is not obligated to conduct initial inspections either.

The landlord must summon the tenant to participate in the initial inspection.

There are no special rules as to when and how the tenant should be summoned, but it is implied that the tenant must be summoned in sufficient time to make it possible for the tenant to be present. The initial inspection report must state the condition of the property at the start of the tenancy.

The initial inspection report must be handed over to the tenant at the inspection, including in a document in digital format. If the tenant is not present at the inspection or does not want to acknowledge receipt of the report, the report must be sent to the tenant 2 weeks after the inspection at the latest.

The property must be in the same condition when eventually vacated by the tenant, unless otherwise agreed, cf. however the section below on refurbishment when vacating the property (about maintenance of the interior).

No agreement can be made that the property must 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 commencement of the tenancy.

This deadline applies even though the tenant participated in an initial inspection and received an inspection report before the deadline.

If the landlord does not react, the tenant may remedy significant defects at the landlord's expense, demand compensation from the landlord, or terminate the agreement.

The tenant's right to give notification of defects thus depends on the tenant using his/her right to object no later than 14 days after commencement of the tenancy. If the tenant has raised an objection, but the defect has not been remedied, the tenant is not liable for the defect at the time of vacating the property.

## **7. Regarding Section 8 in the tenancy agreement: Maintenance**

### **Interior maintenance**

The interior maintenance includes maintenance of the flat with whitewashing, painting, wallpapering and surface finishing of floors.

Painting includes the painting of heaters and woodwork in the flat, including doors, door and window frames, architraves, panels, 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.

If so, the landlord must deposit an amount on a monthly basis into an internal maintenance account for the flat.

The landlord is also obligated to set aside money for internal maintenance of mixed properties, i.e. properties which are used for both residential and non-residential purposes. However, if the premises are located in separate physical entities, the landlord is only required to set money aside for the internal maintenance of the residential part.

Every year, no later than three months after the end of the accounting year, the landlord must 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, if the expense can be covered by the amount available on the maintenance account.

When the landlord uses the maintenance account to carry out maintenance work, the tenant must, at the same time, receive a written statement of the expenses paid with information about the remaining amount available.

Without preceding agreement with the landlord, a tenant who lets work be carried out cannot demand to be reimbursed from the internal maintenance account. Also, the landlord can decide who should carry out the maintenance work.

It may be agreed that the internal maintenance is the responsibility of the tenant. This implies that the tenant apart from the rent must pay expenses for painting, whitewashing, paperhanging and surface finishing of floors in the property. Agreement about this is indicated by ticking 'The tenant' in Section 8 of the agreement. The landlord may require that maintenance be carried out 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 the property if circumstances demand it.

### **External maintenance**

All other maintenance of all parts of the property and the rented property which are not covered by the internal maintenance, i.e. is covered by painting, whitewashing, wallpapering and varnishing 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. The landlord must maintain the property and the premises and keep it in a good state of repair and condition. All installations for drainage, supplies of light, gas, water, heating and cooling must be maintained and kept in good condition and in working order.

The landlord is also responsible for keeping the premises clean and for providing normal lighting of the property and the access roads to the property. The landlord is also responsible for keeping

pavement, yard and other shared amenities clean.

Unless otherwise agreed, the tenant must carry out maintenance work and necessary renewal of locks and keys during the period of the tenancy, so that locks and keys 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, worktops, mixer taps, window panes, floors, floor covering and the like. Agreements 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.

However, for tenancies in regulated municipalities covered by Section 19 of the Danish Rent Act, it is not possible to make agreements where the tenant takes over the landlord's obligations in connection with external maintenance. It is, however, possible to agree that the tenant must maintain the garden which forms part of the property.

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

#### **Final inspection in connection with vacation of the premises, etc.**

Landlords who are renting out more than one residential flat when a tenant vacates a property, are obligated to carry out a final inspection with the tenant and complete a move-out report in accordance with Section 187(3-5) of the Danish Rent Act.

#### **Internal state of repair and condition when the tenant vacates the property**

If the landlord is responsible for carrying out the internal maintenance of the property, the tenant may only be met with demands to paint etc., if the tenant has caused damage to the property. The tenant is therefore not obligated to remedy 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, at the termination of the tenancy, return the property in the same condition as it was at the commencement of the tenancy. This means that the tenant, before moving out, must carry out the maintenance of the ceilings, walls, floors etc. which ought to have been carried out during the period of the tenancy.

#### **External state of repair and condition when the tenant vacates the property**

Locks and keys and, if applicable, other objects which, in accordance with the agreement, are included in the tenant's external maintenance obligation, must, at the termination of the tenancy, be returned in the same condition as at the commencement of the tenancy, with the exception of any damage caused by fair wear and tear and lapse of time, presupposed, however, that the objects have been maintained continuously.

It cannot be agreed that the property must be returned in a better condition than it was at the commencement of the tenancy.

## **8. Regarding Section 10 in the tenancy agreement: Tenant representation, house rules and additional information about the property**

### **Tenant representation**

In some areas, the tenant association can enter into agreements 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 tenant 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 tenant association has been organised, a tenants' meeting may lay down house rules. These rules will be valid unless the landlord has substantial reasons to object.

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

### **Additional information about the property**

Additional information about the property is stated here, e.g. practical information about property conditions, etc.

## **9. Regarding Section 11 in the tenancy agreement: Special terms**

All agreed derogations from the tenancy laws and from the printed provisions in the tenancy agreement must be stated here. Such agreements may result in less extensive rights or impose bigger obligations on the tenant than in accordance with the general provisions of the tenancy laws. The mutually agreed special terms take precedence over the other terms and conditions of the tenancy agreement.

It is stated in Section 11 of the agreement whether or not special terms for rent determination apply which must be stated in the tenancy agreement, including, for instance, conditions regarding private urban renewal and property improvements, return on investments, agreed green urban renewal, adjustments based on net price index and free rent determination. The list is not exhaustive.

If there is not enough room for the special terms under Section 11 in the agreement, the terms may be moved to or continued in an appendix to the tenancy agreement. An appendix to the tenancy agreement should also be signed by the parties involved.

Additional information about the property which is not considered special terms between the parties is stated under Section 10 of the agreement.

### **Agreement about digital communication**

As a rule, digital communication and digital documents can be exchanged in the tenancy. However, demands for payment, the landlord's termination and the tenant's objection to the landlord's termination cannot be submitted as digital documents.

If the tenant or landlord is exempt from Digital Post, cf. Section 5 of the Act on Digital Post from public senders, messages concerning the tenancy cannot be submitted as digital documents.

The landlord or tenant can also, with 1 month's notice to the first day of a month that is not a public holiday, demand that notices are not submitted as digital documents.

#### **Private urban renewal and agreed property improvements**

For properties which have been rebuilt in accordance with the formerly applicable law on private urban renewal or in accordance with Chapter 5 of the formerly applicable law on urban renewal, and for which rent increases are calculated based on the same laws, it must be stated explicitly in the tenancy agreement that the property has been rebuilt in accordance with the law on private urban renewal or in accordance with Chapter 5 of the formerly applicable law on urban renewal. Section 12(a) of the Danish Rent Act states which information must be specified in the tenancy agreement.

#### **Return on investment**

If the landlord wishes to charge a rent for which the return is calculated according to Section 25(2) of the Danish Rent Act, this must be stated in the tenancy agreement. Section 11(3) of the Danish Rent Act stipulates which information must be specified in the tenancy agreement.

#### **Regulation based on net price index**

In tenancy agreements which are covered by the landlord's decision on regulation in accordance with the net price index, cf. Section 26 in the Danish Rent Act, and which are entered into after the landlord has made the decision about such regulation, it must be stated in the tenancy agreement that the rent is regulated in accordance with the net price index. Section 11(5) of the Danish Rent Act states which information must be specified in the tenancy agreement.