



**Tenancy Agreement**

**\*Form B 1998**

Authorised 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 mixed tenancies and separate rooms in social dwellings.

.....  
Recipient field

Official stamps

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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-printed 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 italicised 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 italicised 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)

.....  
Membership no./registration no.

.....  
Tenancy no.



Tenancy address

Use

Number of rooms used for residential purposes

Total gross area of premises:

0 m<sup>2</sup>

Of which areas used for business purposes:

Total gross area of premises:

0 m<sup>2</sup>

Subsidised area (only for buildings

having received a commitment of public subsidies before 1 January 1998):

0 m<sup>2</sup>

Of which areas used for business purposes comprise:

Subsidised area:

0 m<sup>2</sup>

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 0,00

On-account heating charge:

DKK 0,00

On-account water charge:

DKK 0,00

On-account electricity charge:

DKK 0,00



Charge for aerials:	DKK 0,00
Garage hire:	DKK 0,00
Increase for improvement right of disposal:	(date) DKK 0,00
Other:	DKK 0,00
	DKK 0,00
<b>Total per month:</b>	<b>DKK 0,00</b>

To be paid upon signing of agreement:

Rent etc. for the period:	DKK 0,00
Occupant's down payment:	DKK 0,00
or	
Deposit:	DKK 0,00
Cash payment for improvements:	DKK 0,00
Stamp duty:	DKK 0,00
Housing association share (only in cooperative housing associations):	DKK 0,00
<b>Total:</b>	<b>DKK 0,00</b>

From which should be deducted any loan under the Danish Act on Individual Housing Benefits (*Boligstøtteleven*) paid directly by the municipality to the landlord, or any other forms of benefits:

Resident deposit loan:	DKK 0,00
or:	DKK 0,00
<b>Hereinafter the tenant shall pay cash to the company a total sum of:</b>	<b>DKK 0,00</b>



#### Clause 4. Payments additional to payments 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:		
	<input type="checkbox"/> Central heating with oil	<input type="checkbox"/> District heating/natural gas	<input type="checkbox"/> electricity
	<input type="checkbox"/> Other:		
	.....		
	Does the company supply heating?		<input type="checkbox"/> yes <input type="checkbox"/> no
	Does the company supply hot water?		<input type="checkbox"/> yes <input type="checkbox"/> no
	The financial year for consumption begins on:		
	.....		
	Are charges for heating and hot water included in the rent (only for youth accommodation)?		<input type="checkbox"/> yes <input type="checkbox"/> no
Water	Is the charge for water included in the rent (only if the company supplies the water)?		
	<input type="checkbox"/> no		<input type="checkbox"/> yes
	.....		
	Is a separate statement drawn up for water?		<input type="checkbox"/> yes <input type="checkbox"/> no
	The financial year begins on:		
	.....		
Community aerial system	Does the company provide signal supply?		<input type="checkbox"/> yes <input type="checkbox"/> 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 0,00 (only with scheme B)

#### 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

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 have 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, including 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 housing association/non-profit housing association?  yes  no

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## **Social dwellings**

This property is a social dwelling. Social dwellings are subject to the Danish Act on 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' complaints board settles most disputes between tenants and companies. 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 a 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 collaboration 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' complaints 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 on the Rent of Social Dwellings, for example when demolition or re-building 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 agreement 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:

### KEEP YOUR SENIORITY!

Even if you are allocated a flat, there is every reason to remain on the waiting list with AARHUSbolig. By remaining on the waiting list, you add to your seniority, which is an advantage if you are going to be applying for a new flat at a later date. You must let us know within eight days whether you want to remain on the waiting list.

I WOULD LIKE TO REMAIN ON THE WAITING LIST: YES \_\_\_ NO \_\_\_ (Please tick)

You pay DKK 100 a year to be on the waiting list, and you will automatically receive a giro card. If you answer NO, or if you do not tick any of the boxes or do NOT pay the giro card, you will be removed from the waiting list and lose any seniority.

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## Clause 11. Signatures

.....  
Date

.....  
Date

.....  
Renting company

.....  
Tenant

.....  
Tenant

.....  
Guardian (where applicable)