

Tenancy no.: _____

TENANCY AGREEMENT residential tenancy

Tenancy agreement for residential tenancies, including mixed tenancies, and single rooms within private rental properties.

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

A number of provisions of tenancy law are mandatory while others may be waived upon agreement. If the parties to the tenancy agreement wish to agree on exemptions from the general rules of tenancy law and/or the tenancy agreement, these exemptions must be set out in section 11 of this tenancy agreement.

it is not necessary for these terms to be set out in section 11. Terms and conditions set out in section 11 are sufficiently highlighted.

Agreed exemptions may not be directly inserted into the text of the agreement (in the form of deletions or similar) unless there is provision for this in the pre-printed text.

The rights and obligations of landlord and tenant under the tenancy are determined by applicable legislation unless otherwise agreed by the parties in cases where exemptions from the law are possible.

A number of terms and conditions in the pre-printed text are *in italics and bold type*. These terms and conditions are exemptions from the general provisions of tenancy law. If the parties have agreed on the terms that are italicised in the agreement,

Guidelines on tenancy agreements for residential tenancies, including mixed tenancies and single rooms within private rental properties, are set out in an appendix to the tenancy agreement and are part of the authorised tenancy agreement.

§ 1. The parties and the rental property

Tenancy The rental property is a flat a room a privately owned flat a cooperative housing unit
 other: _____ The tenancy is a sublease

Location: _____

Town/City: _____

Landlord:

Name: _____

CVR no./reg. no.: _____

Address: _____

Telephone: _____

E-mail: _____

Tenant:

Name: _____

Address: _____

Telephone: _____

E-mail: _____

Floor area: The total gross floor area of the rental property is ____m², consisting of _____ rooms, of which business space, etc. comprises ____m².

Rights of use: Subject to agreement, the tenant, in accordance with the landlord's instructions, further has access to and the right to use the following facilities: (mark with x)

Common laundry room Common gardens/courtyard Attic/cellar room no.: _____

Bicycle shed Garage no.: _____ Other: _____

Other: _____ Other: _

Use:
than:

The rental property may not, without the **written** consent of the landlord, be used for any other purpose

§ 2. Commencement and termination of tenancy

Commencement: The tenancy commences on _____ and continues until it is terminated unless the tenancy is fixed term, cf. section 11.

Termination: Termination of the tenancy must be **in writing** in the case of both parties. Unless otherwise agreed and set out accordingly in section 11 of the agreement, the tenant may terminate the tenancy agreement by giving three months' prior notice to the first working day of the month not immediately followed by a public holiday. In the case of lodger tenancy agreements for single rooms, however, the period of notice is one month. The tenancy agreement may be terminated by the landlord in accordance with sections 170 and 171 of the Danish Rent Act.

§ 3. Payment of rent

Rent: The yearly rent is DKK _____

Payment: The rent etc. is due on _____ of each (mark with x) Month **Quarter**

Rent per month/quarter: DKK _____

Additional payments:

Charge for heating, on account DKK _____
Charge for water, on account DKK _____
Charge for electricity, on account DKK _____
Charge for air conditioning, on account DKK _____
Charge for antennas DKK _____
Charge for internet DKK _____
Charge for residents' association: DKK _____
Other*: DKK _____
Other*: DKK _____
Total charges per month/quarter: DKK _____

* NB: any other payment charged in addition to the rent is subject to the law since the charge must normally be included in the rent.

Taxes and charges:

The rent includes taxes and charges as of _____
This date will apply in the case of future changes to taxes and charges.

Payment details: The rent etc. is paid to the landlord to account no. _____ - _____
_____ at (name of financial institution): _____
Payment to a financial institution is considered to be payment to the specified place of payment.
 The rent etc. is paid via _____

NB: Any special terms with regard to determining the rent, cf. guidelines, must be set out in section 11 of the tenancy agreement.

§ 4. Deposit and pre-paid rent

Deposit: The tenant pays a deposit of DKK _____ by _____ at the latest, which is the equivalent of _____ months' rent (three months' rent maximum).

Pre-paid rent: The tenant also pays by _____ at the latest advance rent amounting to DKK _____, which is the equivalent of _____ months' rent (corresponding at the most to the rent that is paid in the period from the date on which the tenant terminates the tenancy to the date on which the tenancy ends, limited, however, to a maximum of three months' rent).

Payment: The tenant pays by _____ at the latest a total of DKK _____, which comprises:
pre-paid rent: DKK _____
Rent etc. for the period: _____ to _____ DKK _____
Deposit DKK _____
Total DKK _____

The first payment of rent following the above payments is due on _____.

§ 5. Heating, air conditioning, water and electricity

Heating: Is the landlord responsible for providing heating and warm water? (mark with x) Yes No

If yes, how is the property heated:

District heating/natural gas

Oil-fired central heating

Electric heating

Other: _____

Heating costs are charged in addition to rent, cf. section 65(1) of the Danish Rent Act.

The accounting year for heating begins on _____

Heating costs are included in the rent, cf. section 65(2) (single rooms, etc.).

Is the tenant responsible for heating? (mark with x) Yes No

If yes, how is the property heated:

Electricity

Gas

Oil/kerosene

District heating/natural gas

Other: _____

Water: Is the landlord responsible for water supply? (mark with x) Yes No

If yes:

Water costs are charged according to individual consumption meters and are charged in addition to rent.

The accounting year for water begins on _____

Water costs are not charged according to individual consumption meters and are therefore included in the rent.

Electricity: Is the landlord responsible for electricity for non-heating purposes? (mark with x)

If yes:

Electricity costs are charged according to individual consumption meters and are charged in addition to rent.

The accounting year for electricity begins on _____

Electricity costs are not charged according to individual consumption meters and are therefore included in the rent.

Air Conditioning Is the landlord responsible for providing air conditioning? (mark with x): Yes No

If yes, air conditioning costs are charged according to individual consumption meters (mark with x) Yes No

The accounting year for air condition begins on _____

§ 6. Shared antennas, etc. and access to electronic communication services

Shared antenna: The landlord provides a shared radio and TV signal, for which the tenant pays a charge (mark with x) Yes No

The tenant's cable distribution network at the property supplies a shared radio and TV signal (mark with x) Yes No

Internet: The landlord provides internet access (electronic communication services), for which the tenant pays a charge (mark with x) Yes No

§ 7. Condition of the property upon possession and vacation by the tenant

In so far as the landlord wishes to make stipulations regarding refurbishment when the property is vacated by the tenant, it is the responsibility of the landlord, if the landlord rents out more than one residential unit, to arrange an inspection when the tenant moves into the property and it is the responsibility of the landlord, if the landlord rents out more than one residential unit, to arrange an inspection when the tenant vacates the property.

Does the landlord let more than one residential unit? Yes No
Was the condition of the property inspected or will it be inspected when

the tenant moved/moves in? Yes No
Will the condition of the property be inspected when the tenant moves out? Yes No

NB: If defects are found at the rental property at the beginning of the tenancy, the tenant, so as not to lose the right to make a claim for defects, must notify the landlord of their intention to make a claim at the latest 14 days after commencement of the tenancy. This deadline applies even if the tenant has taken part in an inspection before expiry of the deadline and has received an inspection report. The deadline does not apply, however, if the defect, for example, is not ordinarily noticeable.

§ 8. Maintenance

Obligation: ***Maintenance of the interior of the property is the responsibility of:*** (mark with x)
 The landlord ***The tenant***

Account: If the landlord is responsible for maintenance of the interior of the property, an account is set up for interior refurbishment. The account balance at the commencement of the tenancy agreement on _____ is DKK _____.
This amount may change after commencement of the tenancy if the landlord carries out refurbishment of the property.

NB: Interior maintenance means refurbishment of the property, such as whitewashing, painting, wallpapering and re-surfacing floors.

Exterior maintenance means renovating all those parts of the building and the rental property that are not covered by interior maintenance.

The tenant, in accordance with the Danish Rent Act, is under obligation to maintain locks and keys, unless otherwise agreed.

§ 9. Inventory

The following inventory at the property belongs to the landlord at the start of the tenancy: (mark with x)

<input type="checkbox"/> Stove	<input type="checkbox"/> Fridge/freezer	<input type="checkbox"/> Tumble dryer	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Fridge	<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Cooker hood	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Freezer	<input type="checkbox"/> Washing machine	<input type="checkbox"/> Washer/dryer	<input type="checkbox"/> Other: _____

§ 10. Residents' association, domestic animals, house rules and other information on the rental property

Residents' association:
A residents' association exist at the property at the start of the tenancy (mark with x) Yes No

Domestic animals: Domestic animals are allowed at the property (mark with x) Yes No

Special terms and conditions for allowing domestic animals:

House rules: There is a set of house rules for the property at the start of the tenancy (mark with x) Yes No

If yes, the house rules have been attached.

Other information about the rental property:
Exemptions and additions with regard to the general rules of tenancy law and sections 1–10 of the standard agreement may not be set out here.

§ 11. Special terms and conditions

Exemptions: **Any exemptions and additions agreed on with regard to the general rules of tenancy law and sections 1–10 of the standard agreement are set out here. Such exemptions may mean that the tenant has fewer rights or greater obligations than under the general provisions of tenancy law.**

Terms and conditions which in their entirety already follow from the general terms and conditions of tenancy law or from a set of house rules may not be set out here. Other information about the rental property is set out in section 10 of the agreement.

NB: Section 11, for example, may specify any special terms and conditions which apply to determining the rent and which should be stated in the tenancy agreement, such as terms relating to revenue (section 11(4) of the Danish Rent Act), adjustment according to net price index (section 11(5), section 53(2), or section 54(3) of the Danish Rent Act), private urban renewal and housing improvement (section 12 of the Danish Rent Act), and freely determined rent (section 54 of the Danish Rent Act).

The following are deviations from the basis of tenancy law:

Determination of rent: The rules governing freely determined rent apply to the tenancy Yes No

If yes, state the reason, cf. section 54 of the Danish Rent Act (details are given in the guidelines):

Rent adjustment: The rent is adjusted once a year according to Statistics Denmark's net price index. An increase in rent may only be implemented through written notification by the landlord to the tenant to this effect. Yes No

Every _____ the applicable rent is adjusted in line with the increase in the net price index from the _____ month of the preceding year to the _____ month prior to the date of adjustment. The first rent adjustment is on _____.

The adjustment is as follows: applicable rent / net price index used for the latest calculation of the net price indexing x new index = new rent

The landlord has the right to fully or partially refrain from adjustment without this being considered equivalent to waiving the right to demand adjustment in the future.

Other deviations:

Other deviations – continued

§ 12. Signatures

Date: _____

Date: _____

Landlord

Tenant

Landlord

Tenant

GUIDELINES residential tenancies

Guidelines for tenancy agreements for residential tenancies, including mixed tenancies, and single rooms within private rental properties

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

The tenancy agreement states the parties' names, describes the rental property, and specifies the terms and conditions for payment of the rent.

The rights and obligations of the landlord and the tenant under the tenancy are subject to currently applicable tenancy law, unless otherwise agreed by the parties.

If the parties wish to agree on exemptions from the general rules of tenancy law and/or this tenancy agreement, such exemptions must be set out in section 11 of this agreement. Agreed exemptions may not be directly inserted into the text of the agreement (in the form of deletions or similar) unless the pre-printed text makes special provision for this.

Certain terms and conditions in the pre-printed text of the tenancy agreement are shown in italics and bold type. These are exemptions from the general rules of tenancy law. If the parties have agreed on the terms and conditions that are italicised in the agreement, it is not necessary to additionally list these same terms and conditions in section 11 of the agreement.

If, upon commencement of the tenancy, the parties wish to agree on exemptions from the general rules of tenancy law and/or the tenancy agreement, such exemptions may be set out in a special supplement rather than in section 11 of the agreement. The stipulations for such a supplement are stated in section 14 of the Danish Rent Act. Such a supplement, if drawn up, constitutes a part of the tenancy agreement.

The supplement may not contain uniform tenancy terms and conditions for several tenants in the same property if they feature in such a way that the tenant may perceive them to be standardised since the supplement, in such case, must be authorised. There is no authorised special supplement to standard form A, 10th edition.

These guidelines contain, with reference to provisions of the tenancy agreement, a description of applicable tenancy law.

Certain provisions of the Danish Rent Act may not be waived to the detriment of the tenant, while other provisions may be waived on agreement. These guidelines are not exhaustive.

For further details, see currently applicable tenancy law and the guidelines, which can be found on the Ministry's website, etc.

These guidelines were drawn up in August 2022. It is important to be aware that the law may since have changed in certain points.

The following contains information regarding individual provisions in the tenancy agreement:

1. Regarding section 1 of the tenancy agreement: the parties and the rental property

Protection under the Danish Rent Act.

The general rights of the tenant under tenancy law have validity without registration. The tenant's rights are therefore safeguarded if, for example, the property is resold. A new owner of the property must respect the general rights of the tenant under tenancy law.

The same applies to agreements within the terms of the law on advance payment of rent, deposits, and the like.

If, on the other hand, a tenant has obtained special rights by mutual agreement, e.g. if it is agreed that the landlord is not entitled contractually to terminate the tenancy, such a right does not automatically continue to be valid in the case of a change of ownership. The tenant may therefore demand registration of such a right at their own expense, unless otherwise agreed.

A tenant who is a sub-lessor does not have the same protection under tenancy law as an ordinary tenant since a sub-lessor, unlike an ordinary tenant, is not in a contractual relationship with the owner of the property.

Subletting.

The tenancy agreement may also be used for subletting.

In the case of subletting, the person who is the tenant under the tenancy agreement with the landlord sublets the property fully or partially to a third party.

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

The tenant of a residential flat does, however, have 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 used exclusively for residential purposes (i.e. not mixed tenancies, see p. 9), the tenant also has the right to sublet the whole flat for up to 2 years if the tenant's absence is temporary and due to illness, work, studies, temporary re-location or the like.

The landlord may, however, object to the subletting 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 for objecting to subletting. All agreements on subletting, i.e. between the sub-lessor and the sub-lessee, shall be in writing, and the sub-lessor shall give the landlord a copy of the subletting agreement before commencement of the sublease.

In the case of subletting, the tenant may at the commencement of the tenancy and during the tenancy choose as an alternative to a deposit to provide security in the form of a bank guarantee or funds held on a separate escrow account.

2. Regarding section 2 of the tenancy agreement: commencement and termination of the tenancy

Termination by the tenant.

In accordance with the Danish Rent Act, the tenant must give three months' notice to terminate the agreement unless otherwise agreed by the parties. Any other agreement must be set out in section 11 of the tenancy agreement.

Unless otherwise agreed, the tenant must give one month's notice to terminate a lodger tenancy agreement for a single room. Any other agreement must be set out in section 11 of the tenancy agreement. A single room in this context is a room that is part of the landlord's flat occupied by the landlord or is part of a single- or double-occupancy house occupied by the landlord.

Unless otherwise agreed, the tenant must give three months' notice to terminate a tenancy agreement for a room in a house of multiple occupancy. Any other agreement must be set out in section 11 of the tenancy agreement. A room in this context is a room that is not part of the landlord's living space.

Termination by the landlord.

The tenancy agreement may 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 for individual types of termination. Among other things, the rules stipulate the following:

- The landlord must give one month's notice to terminate a lodger tenancy agreement for a single room unless a longer period of notice has been agreed;
- The landlord must give one year's notice to terminate a tenancy agreement for 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, other tenancy agreements may be terminated under certain circumstances by the landlord if the landlord wishes to use the property for his own purposes, the period of notice in such cases being 1 year. The Act contains a number of other grounds for termination, including lack of proper conduct by the tenants. The period of notice in such cases is three months.

It must be stated in section 1 of the agreement whether the rental property is a flat or a room. In the case of a flat, it should also be stated whether it is a privately owned flat or a cooperative housing unit. If the tenancy is for another type of property, this must be specified.

The owner of a private property or of a cooperative housing unit who rents out only a single privately owned flat or cooperative housing unit has the special option, in accordance with section 170(3) of the Danish Rent Act of terminating the tenancy with one year's notice if the owner intends to use the property for their own purposes. In the case of privately owned flats the special rule in section 172(4) of the Danish Rent Act further applies, which stipulates a number of conditions that must be fulfilled in order for the landlord to terminate the tenancy.

Irrespective of the length of period of notice, notice must be given to the first working day of the month not immediately followed by a public holiday.

The rules of the Danish Rent Act that apply to termination by the landlord may not be waived to the detriment of the tenant prior to the landlord terminating the tenancy agreement. Thus the parties may agree that the tenant may move out after a shorter period of notice.

Fixed-term tenancy agreements.

The parties may agree at the commencement of the tenancy on a fixed-term tenancy, cf. section 173 of the Danish Rent Act if there are sufficient grounds for a fixed-term tenancy due to the circumstances of the landlord. Valid reasons to rent on a fixed-term basis may be, for example, a posting or temporary re-location. The rent tribunal, however, may ignore any provision for a fixed term where such provision is not found to be warranted by the landlord's own situation. Extensive practice exists with regard to reasons for fixed-term tenancies.

In principle, a fixed-term tenancy agreement implies fewer rights for the tenant than under the general rules of the Danish Rent Act, and irrespective of whether the landlord has a valid reason to let on a fixed-term basis, any provision for a fixed term may be set aside in municipalities with housing regulation if it is found after overall assessment that 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.

Fixed-term tenancy agreements terminate without notice when the period of tenancy, as specified in the tenancy agreement, expires. A fixed-term tenancy may only be terminated during the period of tenancy if agreed between the parties, or in the case of breach by one of the parties.

Any agreement by the parties must be stated in section 11 of the tenancy agreement, and it may be appropriate to state the reasons for the fixed term. If it has been mutually agreed by the parties that it is possible for the tenancy to be terminated during the fixed period, the rules of the Danish Rent Act apply, see above.

3. Regarding section 3 of the tenancy agreement: payment of rent, etc.

Rent determination and adjustment.

The rules on determining and adjusting the rent are found mainly in the Danish Rent Act, and which rules apply for determining and adjusting the rent depends on the type and location of the property.

Determining the rent at the commencement of the tenancy.

In regulated municipalities, cf. section 4 of the Danish Rent Act, special rules apply to rent level at the commencement of the tenancy, cf. section 19 of the Danish Rent Act.

The principal rule is that the rent level must be cost-based and may not exceed the amount required to cover the necessary operating costs for the property, including, if relevant, an estimated increase for improvements.

Special rules apply to "small properties", see below.

An exception to this is the case of "extensively improved properties", where a rent level may be agreed that does not exceed the value of the property. Section 19(2) of the Danish Rent Act provides a definition of "extensively improved properties".

To determine whether the rent exceeds the value of the property, a comparison is made with the rent for similar properties in the neighbourhood or district, taking into consideration location, type, size, quality, amenities, and the general condition of the property.

Moreover, in the case of properties with a cost-based rent it is not possible, at the commencement of the tenancy, to set the rent, or terms and conditions for the rent which, after overall assessment, are more onerous for the tenant than the terms and conditions that apply to other tenants in the property. In non-regulated, or so-called unregulated municipalities, no special rules apply with regard to the rent level at the commencement of the tenancy, but the tenant may, after 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 situated in regulated municipalities that are exempt from the rules for cost-based rent.

Rent adjustment during period of tenancy.

In principle, the rent for properties in regulated municipalities is adjusted according to the rules governing cost-based rent, while the rent for properties situated in unregulated municipalities is adjusted according to the rules governing the value of the property.

Small properties.

As an exception to the aforementioned rules for determining and adjusting rent, special rules apply in regulated municipalities to tenancies in properties which, as of 1 January 1995, comprised six or fewer residential flats (small properties).

The same applies to properties built after 1 January 1995 if the property comprised six or fewer residential flats when it was occupied.

When determining and adjusting the rent for these tenancies, the rules on the value of the leased property apply, which means that the rent for these properties may be increased or reduced if it is substantially lower or substantially higher than the rent paid for similar tenancies in bigger properties where the rent has been adjusted in accordance with the rules on cost-based rent.

Rooms.

In the case of rooms in a house of multiple occupancy in regulated municipalities, the rent is determined and adjusted in accordance with the rules on cost-based rent unless the room is located in a property which is exempt from the rules governing cost-based rent, such that the rent is instead determined according to the value of the property.

In the case of single rooms for lodgers, where the rooms are part of the landlord's flat or of a single- or double-occupancy house occupied by the landlord, and in the case of rooms in a house of multiple occupancy in unregulated municipalities, the rent is determined and adjusted according to the value of the property.

Mixed tenancies.

The rent for mixed tenancies, i.e. properties which are used for both residential and non-residential purposes, is adjusted as a rule 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, see the Business Rent Act.

Taxes and charges

Both in regulated and unregulated municipalities it is possible to announce increases in the rent as a result of increases in the property taxes and charges. In the case of cost-based rent, taxes and charges may alternatively be included in the operating budget.

If taxes and charges cease or are reduced, the landlord shall, with effect from the time of discontinuation or reduction, correspondingly reduce the rent for the flats and premises whose rent included the expense.

Adjustment according to net price index.

If agreed with the tenant, the landlord may choose to adjust the rent according to Statistics Denmark's net price index. There are two types of net price adjustment, which are exceptions to the general rules governing rent adjustment.

For tenancies in properties with cost-based rent the landlord may decide to adjust the rent according to the net price index once a year and for periods of two years at a time instead of adjustment according to the rules of cost-based rent. Furthermore the landlord and tenant may agree for the rent to be adjusted to Statistics Denmark's net price index once a year for the duration of the tenancy. The index-adjusted rent may be required to be reduced if it exceeds the value of the rental property by a considerable margin.

For properties with cost-based rent and other properties, it is possible to agree on adjustment of the rent according to Statistics Denmark's net price index once a year during the tenancy period.

An agreement to adjust the rent according to the net price index must be written into section 11 of the tenancy agreement, clearly stating the time of year when the adjustment will be made and the current value of the net price index at the time. It should further state when the rent will be adjusted for the first time.

Freely determined rent.

Both in regulated and unregulated municipalities "freely determined rent", cf. section 54(1) subparagraphs 1 to 3, may be agreed in tenancy agreements for:

- a flat in a property that has been occupied after 31 December 1991, cf. section 54(1) subparagraph 1 of the Danish Rent Act,
- a flat that was being lawfully used exclusively for business purposes on 31 December 1991, cf. section 54(1) subparagraph 2 of the Danish Rent Act. The same applies to premises which no later than this date were being lawfully used, or were lawfully set up exclusively for business purposes, and
- a flat or single room that has been newly established at rooftop level, which on 1 September 2002 was not used as or registered as a residence, and in newly built storeys for which building permission was granted after 1 July 2004, cf. section 54(1) subparagraph 3 of the Danish Rent Act.

In accordance with section 54(2) of the Danish Rent Act, it must be clear from the tenancy agreement that the rental property falls within the scope of the specific provisions in section 54(1) subparagraphs 1, 2 and 3 of the Danish Rent Act.

If there is an agreement on freely determined rent, the rent may only be reduced in cases where an unreasonably high rent level has been set. It is thus not possible, as is ordinarily the case, for the tenant to have the rent reduced even if the rent level exceeds the cost-based rent or the value of the rental property by a considerable margin.

Any agreement concerning freely determined rent must be written into section 11 of the tenancy agreement.

If an agreement on freely determined rent has been made, it may be agreed that the rent during the period of the tenancy shall be adjusted according to the net price index. Such an agreement must be written into section 11 of the tenancy agreement.

If it is not stated in the tenancy agreement that the rent may be adjusted according to the net price index, the rent may not be adjusted during the period of the tenancy. The rent may nonetheless be adjusted as a result of increases in or the imposition of new taxes and charges.

Index-financed housing.

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

According to these rules the rent may be determined in such a way that the total rental income will 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 and subject to legislation on real interest tax.

For both types of properties special rules apply to adjustment of the rent during the period of the tenancy.

Improvements.

If the landlord has carried out improvements to the property, an increase in the rent may be demanded in accordance with specified rules.

Payment of the rent.

The landlord decides how the specified amounts are to be paid and designates an account in a financial institution to which the rent and other charges are to be paid.

Quarterly rent payments may be agreed. Rent payments for periods longer than a quarter may not be validly agreed.

Payment liability.

A number of payments in the tenancy fall under the heading "payment liability", meaning that the landlord may terminate the tenancy agreement without further notice in accordance with certain terms and conditions if such payments are not made. Such payments include rent, deposit and advance payment of rent and adjustments thereof, charges for heating, antenna and internet, charges on account for water, charges for air conditioning, and claims fees.

If the rent etc. falls due on a public holiday, a Saturday, or on Constitution Day, the due date is postponed to the following weekday. Payment is considered punctual if made no later than the due date.

If the rent is not paid punctually the landlord may submit a demand for payment, at the earliest after the third working day following the last due date for payment. The landlord may charge a fee as stipulated in the Danish Rent Act.

4. Regarding section 4 of the tenancy agreement: deposit and pre-paid rent

Deposit.

The landlord may stipulate in the tenancy agreement the payment of a deposit held as security in respect of the tenant's obligations upon vacating the property.

The deposit may correspond as a maximum to three months' rent. In the case of a sublease, the tenant may choose to provide a bank guarantee or deposit funds in an account instead of paying a deposit.

Pre-paid rent.

The landlord may further stipulate that the tenant, upon commencement of the tenancy agreement, make an advance payment of rent equivalent to the amount of rent to be paid during the period from notice of termination of the tenancy to termination of the tenancy, amounting, however, to a maximum of three months' rent. The tenant may allow such an advance rent payment to cover the rent for the final months of the period of the tenancy – three months' maximum.

In the case of an increase in rent, a proportionate increase in both deposit and pre-paid rent may be demanded. The increase may be charged in equal monthly instalments over the same number of months as the number of months of rent to which the deposit and pre-paid rent corresponded at the commencement of the tenancy. The demands for rent should specify which amount constitutes the actual rent, and which amounts constitute adjustments to the pre-paid rent and to the deposit.

If the rent is reduced, the landlord must from the time of the reduction make a proportionate reimbursement of the deposit payment and pre-paid rent payment.

5. Regarding section 5 of the tenancy agreement: heating, air conditioning, water and electricity

The boxes in the tenancy agreement are marked with a cross partly to provide information about the property, partly to provide information required by the municipality to calculate a rent subsidy, if applicable

In properties where the landlord is responsible for the supply of heating, hot water and electricity for non-heating purposes, and in properties where payment for water and air conditioning is made according to consumption meters, the tenant, as a rule, pays an amount on account to cover the landlord's expenses.

The costs of the provision of heating, hot water and electricity for non-heating purposes to the property may not be included in the rent. The same applies to the costs for water and air conditioning if these are apportioned on the basis of consumption meters. This does not apply, however, to single rooms for residential purposes, where the costs for heating, water, electricity for non-heating purposes and air conditioning may be included in the rent.

Upon expiry of the accounting period for water, heating, electricity and air conditioning, the landlord must forward separate accounts for the expenses incurred and amounts paid on account during the accounting period.

The accounts must reach the tenants no later than four months after expiry of the accounting year. If provision of heating, electricity and air conditioning is from a shared system, the accounts are considered punctually submitted if they reach the tenants no later than three months after the landlord receives the final statement of account from the supplier. If supply is from a shared system, the accounting year shall follow that of the supplier.

The heating supplier must ensure that details of the tenant's heat cost allocators are made available upon the tenant's request, cf. section 9 of the executive order on heat cost allocators that is used as a basis for apportioning heating costs.

If the amounts paid on account by the tenant are too low, the landlord may demand additional payment with the first payment of rent that is due after one month has passed since receipt of the individual accounts by the tenant. If the additional payment exceeds the amount for three months' rent, the tenant may decide to pay in three equal monthly instalments.

If the amounts paid on account by the tenant for water, heating, electricity and air conditioning are too high, the excess amount shall be refunded to the tenant in cash or deducted from the first payment of rent following the submission of the accounts.

If the individual accounts reach the tenant too late, the landlord may not demand additional payment according to the accounts. If the accounts are not submitted within another 2 months after the mentioned notification periods, the tenant may discontinue payments on account until receipt of the accounts and receipt of any excess amount paid during the completed accounting period.

The respective box must be marked with a cross to indicate whether the landlord is responsible for supplying electricity to the property. If this is not the case, the tenant is responsible for entering into an agreement with an electricity supplier.

6. Regarding section 7 of the tenancy agreement: Condition of the property on possession

In section 7 of the tenancy agreement the parties must mark the respective box to indicate whether the condition of the property has been inspected or will be ascertained in an inspection when the tenant moves in.

Landlords of residential flats must draw up an inspection report when the tenant moves in.

The report must be drawn up together with the tenant, in that the tenant is invited to take part in an inspection when moving in.

Landlords who let a single property, including landlords of a single privately owned residence or cooperative housing unit, are not obliged to arrange an inspection.

The circumstances of the landlord at the time when the tenant gains access to the property, typically from the commencement of the tenancy, determine whether the landlord is obliged to arrange an inspection. If there is any doubt as to whether the landlord only lets a single property, the tenant may request that the landlord sign a sworn statement to this effect.

Landlords of single rooms are not obliged to arrange an inspection.

The landlord must invite the tenant to take part in an inspection. No specific rules apply as to how and when the tenant should be invited, however the tenant must be given sufficient notice to be able to attend. The move-in report records the condition of the property upon possession.

The move-in report must be submitted to the tenant at the inspection, possibly in digital form, or sent to the tenant at the latest two weeks following the inspection if the tenant was not present at the inspection or did not wish to acknowledge receipt of the report.

When the time comes, the property must be handed over in the same condition unless otherwise agreed, see, however, section below on refurbishment upon vacation (interior maintenance).

No agreement may be made to the effect that the property must be handed over in better condition than it was upon possession.

If the property, upon possession, is not in the condition stipulated in the agreement, the tenant must notify the landlord of any defects at least 14 days after commencement of the tenancy.

This deadline applies even if the tenant has taken part in an inspection and has received a move-in report within the deadline.

If the landlord fails to react, the tenant has the option of arranging for substantial defects to be remedied at the landlord's expense, of demanding that the landlord pay compensation, or of cancelling the tenancy agreement.

Remedy by the tenant is thus dependent on the tenant making use of the right to object at the latest 14 days after commencement of the tenancy. If the tenant raises an objection but the defect is not remedied, the tenant is not liable for the defect upon vacating the property.

7. Regarding section 8 of the tenancy agreement: maintenance

Interior maintenance.

Interior maintenance includes whitewashing, painting, wallpapering, and re-surfacing of floors in the property.

Painting includes painting radiators and woodwork in the property, including doors, door and window frames, architraves, panels, the inside of the front door, and inside window frames up to the edges and rabbets.

Unless otherwise agreed, the interior maintenance of the property is the responsibility of the landlord.

If this is the case, the landlord must set aside an amount per month on an interior maintenance account towards upkeep of the property.

The landlord is also obliged to set aside an amount for interior maintenance in the case of mixed tenancies, i.e. properties used for residence as well as non-residence purposes. If the different premises are in separate locations, an amount only needs to be set aside for the interior maintenance of the residence premises.

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 interior maintenance account.

The tenant may require the landlord to carry out interior maintenance of the property so that the property, at all times, remains in good repair and condition, and if the expense can be covered by the amount available on the maintenance account.

When the landlord deducts an amount from the maintenance account after carrying out maintenance, the tenant must also be given written details of the paid expenses and information on the subsequent account balance.

A tenant who has arranged for work to be carried out may not without prior agreement with the landlord demand reimbursement from the interior maintenance account. Furthermore the landlord may decide who is to be hired to carry out the maintenance work.

It may be agreed that the interior maintenance is the responsibility of the tenant. This means that the tenant, in addition to the rent, must cover the cost of painting, whitewashing, wallpapering, and re-surfacing floors in the property. Agreement to this effect is given by putting a cross next to "Tenant" in section 8 of the tenancy agreement. The landlord may require interior maintenance to be carried out regularly such that the property remains permanently well-maintained.

The landlord or the landlord's deputy has the right to enter or the right to gain entry to the property if the circumstances so require.

Exterior maintenance.

All maintenance that does not come under interior maintenance, i.e. painting, whitewashing, wallpapering, and re-surfacing of floors in the property, is considered exterior maintenance.

Unless otherwise agreed, the exterior maintenance of the property, with the exception of locks and keys, is the responsibility of the landlord. The landlord must keep the property in a reasonable condition. All installations for drainage, supply of light, gas, water, heating and air conditioning must be kept in good, serviceable condition.

The landlord is also responsible for keeping the property clean and for providing normal lighting at the property and for the access roads to the property; likewise the landlord must keep the pavement, yard, and other shared amenities clean.

Unless otherwise agreed, the tenant, during the period of the tenancy, must see to the maintenance and necessary renewal of locks and keys to ensure that these are always in good, well-kept condition.

The tenant and the landlord may agree to distribute maintenance obligations differently, e.g. so that the tenant assumes responsibility for maintaining and, if necessary, renewing toilets, water taps, refrigerators, counter tops, mixer taps, windowpanes, floors, floor coverings, and the like. Any agreement to the effect that the tenant is responsible for maintenance of anything other than locks and keys must be written into section 11 of the tenancy agreement.

In the case of properties within regulated municipalities subject to section 19 of the Danish Rent Act, no agreement may be made to the effect that the tenant assumes the landlord's responsibility for

exterior maintenance. It may be agreed, however, that the tenant is responsible for maintenance of the garden at the property, if relevant.

If the tenant and the landlord have agreed to distribute maintenance obligations differently, the tenant must, during the period of the tenancy, carry out maintenance work regularly such that the installations concerned are permanently in good condition.

Inspection upon vacancy.

Landlords who, when the property is vacated, let more than one residential property are obliged to hold a move-out inspection together with the tenant and to draw up a move-out report in accordance with section 187(3–5) of the Danish Rent Act.

Interior refurbishment upon vacation.

If the landlord is responsible for carrying out the interior 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 not required to remedy any damage due to ordinary wear and tear.

If the tenant, in accordance with the agreement, has assumed responsibility for interior maintenance, the tenant must, at the end of the tenancy, return the property in the same condition as upon possession. This means that the tenant before moving out must carry out any maintenance on ceilings, walls, floors etc. that should have been carried out during the tenancy period.

Exterior refurbishment upon vacation.

Locks and keys and, if applicable, other items which, in accordance with the agreement, are part of the tenant's obligation to ensure exterior maintenance, must be presented at the end of the tenancy in the same condition as at the commencement of the tenancy, with the exception of deterioration due to ordinary wear and tear, on the assumption, however, that the items have been regularly maintained.

No agreement may be made to the effect that the property must be handed over in better condition than upon possession.

8. Regarding section 10 of the tenancy agreement: Residents' association, house rules and other information about the property

Residents' association.

The residents' association may, in some instances, enter into agreement with the landlord on behalf of the other tenants, including agreements on making joint improvements to the property. Furthermore, special rules concerning notifications of increases in the rent and of joint improvements apply to properties with residents' associations.

House rules.

It is the responsibility of the landlord to ensure that the property is in an orderly state. The rules pertaining to this may be stipulated in a set of house rules.

If a residents' association has been elected, a residents' meeting may adopt house rules, which will be applicable unless the landlord has substantial reasons to object.

The tenant must comply with these rules and other reasonable

instructions intended to ensure orderliness and proper use of the property.

Other information about the property.

Information about the property, such as practical information on conditions in the property, etc. is provided here.

9. Regarding section 11 of the tenancy agreement: special terms and conditions

All mutually agreed exemptions from tenancy law and the provisions of the tenancy agreement must be stated in section 11. Such agreements may confer fewer rights and impose greater obligations on the tenant than under the general provisions of tenancy law. The special terms and conditions have precedence over the other terms and conditions of the tenancy agreement.

Section 11 of the tenancy agreement states whether there are any special terms and conditions that apply to determining the rent and which should be set out in the tenancy agreement, including in relation to private urban renewal and housing improvement, calculation of revenue, agreed green urban renewal, adjustment according to the net price index, and freely determined rent. This list is not exhaustive.

If there is no space for the special terms and conditions under section 11 of the tenancy agreement, the terms and conditions are set out elsewhere or are continued in a supplement to the tenancy agreement. It is advisable for any supplement to the tenancy agreement to be signed separately.

Other information about the rental property that does not have the character of special terms and conditions between the parties is set out under section 10 of the tenancy agreement.

Agreement on digital communication.

As a rule, communication may be digital and digital documents may be exchanged during the tenancy. Demands for payment, notification of termination of the agreement by the landlord, and objection by the tenant to termination by the landlord, however, may not be submitted in digital form.

In so far as the tenant or landlord is exempt from the digital post scheme, cf. section 5 of the Danish Digital Post Act governing communication from public authorities, notifications relating to the tenancy may not be submitted as digital documents.

The landlord or tenant may furthermore, with notice of one month to the first day of a month that is not a public holiday, request that notifications not be sent in digital form.

Private urban renewal and agreed housing improvement.

In the case of properties converted in accordance with the previously applicable law on private urban renewal, or in accordance with chapter 5 of the previously applicable law on urban renewal, and where a rent increase is calculated in accordance with the same laws, the tenancy agreement must explicitly state that the property has been converted pursuant to the law on private urban renewal or pursuant to chapter 5 of the previously applicable law on urban renewal. Section 12 of the Danish Rent Act states which information must be provided in the tenancy agreement.

Revenue.

If the landlord wishes to demand a rent for which revenue is calculated in accordance with section 25(2) of the Danish Rent Act, this must be stated in the tenancy agreement. Section 11(3) of the Danish Rent Act states which information must be provided in the tenancy agreement.

Adjustment according to net price index.

In the case of tenancy agreements where the landlord may decide to adjust the rent according to the net price index, cf. section 26 of the Danish Rent Act, and which are entered into after the landlord has made a decision on the question of such adjustment, the tenancy agreement must state that the rent is adjusted according to the net price index. Section 11(5) of the Danish Rent Act states which information must be provided in the tenancy agreement.