

This is an unauthorised translation of the Danish standard housing agreement *Typeformular A, 8th Edition*. In case of inconsistencies between this translation and the Danish original, the Danish text is authoritative.

This tenancy agreement applies to the tenancies on Mosevej 7, Kolding (Hørgården) under Essex.

Residential tenancy agreement

Standard tenancy agreement A, 8th edition, concerning residential tenancies, including mixed residential tenancies and separate room tenancies in private dwellings.

Authorised by the Ministry of Housing and Urban Affairs, September 3 2001.

The tenancy agreement contains a specification of the parties and a description of the tenancy and the payment for the tenancy that lies with the tenant.

Thus, mutually agreed derogations from the Tenancy Act cannot be stated directly in the text of the agreement (e.g. crossings-out, corrections and/or deletions of the original text), unless permission is specifically given in the pre-printed text.

The Tenancy Act contains a series of rights and obligations for the parties which are absolute. However, the parties may validly derogate from the rules and regulations of the Act by mutual agreement. If the parties wish to derogate from the rules and regulations of the Tenancy Act and/or this tenancy agreement, such derogations from the rules and regulations must be stated in Clause 11 of this agreement.

Some terms and conditions in the pre-printed text are emphasised using Italics. These constitute derogations from the general rules of the Tenancy Act. If the parties have agreed on the terms and conditions which are italicised in the agreement, it is not necessary to list the same terms and conditions in Clause 11 of the agreement.

The supplement to the tenancy agreement, "Instruction concerning tenancy agreement" contains instructions concerning the use of tenancy agreements concerning residential tenancies, including mixed tenancies and separate room tenancies in private dwellings.

Clause 1 – The parties and the tenancy

The tenancy: The tenancy is a flat a separate room an owner-occupied flat other:

Located: Mosevej 7, flat 1

City: Kolding

Landlord: Name: Essex Invest A/S

SE No./Reg. No: 19064247

Address: Skovvejen 11, PO Box 597
8100 Århus C

Tenant: Name:
Address:

Area	The total area of the tenancy constitutes	42 sqm	consisting of 1 room(s)
	Of this area	0 sqm	is/are business facilities

Taxes and charges: As per 1st of January 2011, taxes and charges are included in the rent. This date will be the starting point for future changes to taxes and charges.

Place of payment: The rent etc must be paid to the account of the landlord via PBS (direct debit)/FI-kort (payment slip) issued by PBS to (financial institution) or on the place of payment indicated by the landlord.

Urban renewal and agreed improvement of the tenancy: For tenancies which are rebuilt according to the Act on Urban Renewal and Urban Development or according to Section 5 (agreed improvement of the tenancy) of the Act on Urban Renewal and Urban Development, and which rent increase is calculated according to said Act, it must be explicitly stated in the tenancy agreement that the tenancy was rebuilt according to the Act on Urban Renewal and Urban Development. If, according to said Act, a subsidy for reduction of the rent increase for the tenancy is granted, the size of the subsidy granted for the individual periods of payment throughout the entire subsidy period must be explicitly stated in the tenancy agreement.

Please note: Information on urban renewal must be stated in Clause 11 of the tenancy agreement.

Clause 4 – Deposit and prepaid rent

Deposit: At the latest on the xx.xx.xxxx the tenant must pay a deposit of equivalent to three months' rent (maximum three months' rent) DKK

Prepaid rent: At the latest on the xx.xx.xxxx the tenant must prepay rent for the amount of equivalent to one month's rent (maximum three months' rent) DKK

Payment: At the latest on the xx.xx.xxxx the tenant must pay a total of equivalent to: DKK

Prepaid rent	DKK
Rent for the period of xx.xx.xxxx to xx.xx.xxxx	DKK
Deposit	DKK
Name plate	DKK

Total _____ DKK

Hereonafter, the first rent is due on the xx.xx.xxxx

Clause 5 – Heating, water and electricity

Heating: Does the landlord supply heating and hot water? Yes No

If yes, the tenancy is heated by:

– district heating/natural gas

– oil-based central heating

– other

The heating accounting year begins on the 1st of January

The tenant is responsible for heating the tenancy? Yes No

If yes, the tenancy is heated by:

– electricity

– oil/petroleum

– other

– gas

– district heating/natural gas

Water:	Does the landlord supply the water for the tenancy?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	If yes, is the expense for water divided based on individual meters?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	The water accounting year begins on the 1 st of January		

Electricity:	Does the landlord supply electricity for other purposes than heating?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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Clause 6 – Shared antenna etc.

Does the landlord supply the shared signal transmission to which the tenant pays an amount Yes No

Does the tenants' cable service provider of the property supply shared signal transmission? Yes No

Clause 7 – The condition of the tenancy at occupancy and vacation

Occupancy: Was the tenancy refurbished at occupation? Yes No

Is it agreed that the tenancy will be refurbished by the tenant at termination of the tenancy? Yes No

Inspection: When the tenancy agreement is signed by both parties and the tenancy has been inspected by both parties, a report will be made in which the condition of the tenancy at commencement of the tenancy is stated? Yes No

Please note: ***If the tenancy is defective at commencement of the tenancy, the tenant must, in order not to lose the right to invoke the defect within 14 days after commencement of the tenancy, communicate to the landlord in writing that the tenant wishes to make use of the right. The deadline does not apply if the defect among others things cannot be disclosed by reasonable vigilance.***

Vacation: At the termination of the tenancy, a communal inspection of the tenancy must be performed and a report must be made up, in which the condition of the tenancy at the time when the tenant vacates the tenancy is outlined?
 Yes No

Concerning the condition of the tenancy at vacation, please see the section on occupation above.

If the repairs for which the tenant has the obligation are not completed before the date of vacation, the landlord will make the arrangements necessary for the refurbishment.

Clause 8 – Maintenance during the tenancy period

Obligation: The internal maintenance is the responsibility of: the landlord the tenant

Maintenance account: At the entering of the agreement on the xx.xx.xxxx, there is xxxx DKK on the maintenance account for painting, whitewashing, papering and lacquering of floors in the tenancy. The amount may be reduced or increased after the entering of the agreement due to the tenant's refurbishment of the tenancy.

Locks and keys: During the tenancy period, the tenant is obligated to maintaining and, if necessary, renewing locks and keys.

Clause 9 – Fixture

The following fixtures of the tenancy belongs to the landlord at the entering of the tenancy agreement:

<input type="checkbox"/> Cooker	<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Electric panels – how many?	<input checked="" type="checkbox"/> 2 hotplates
<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Washing machine	<input type="checkbox"/> Stoves – how many?	<input type="checkbox"/>
<input checked="" type="checkbox"/> Range hood	<input type="checkbox"/> Tumble drier	<input type="checkbox"/> Water heaters – how many?	<input type="checkbox"/>

Clause 10 – Tenants' association, domestic animals and house rules

Tenants' association: Is a tenants' association established at the entering of the agreement? Yes No

Domestic animals: Are domestic animals permitted in the tenancy? Yes No

Please note: For special terms regarding domestic animals, please see Clause 11.

House rules: The house rules are attached to this tenancy agreement Yes No

If a set of house rules exists for this building, they will be attached to this agreement.

Clause 11 – Special terms and provisions

Derogations: Agreed derogations and amendments in relation to the general rules and regulations of the Danish Rent Act and Clauses 1-10 of the standard tenancy agreement are stated here.

Said agreed derogations may induce fewer rights and/or more obligations for the tenant than stated in the general rules and regulations of the Danish Rent Act.

In addition to the above italicised provisions, below provisions reduce the rights and/or increase the obligations of the tenant in relation to the Danish Rent Act.

If there is incongruence between the provisions stated in Clause 11 and the provisions of the agreement, the provisions of Clause 11 apply.

If not otherwise agreed, the legislation in force at the time of the entering of the agreement regulates this agreement.

The rent must be entered in the Danish payment service, PBS, in order for the amount to be automatically transferred to the account of the landlord every month. If the tenant does not enter the rent in PBS, the landlord has the right to charge a fee of 25 DKK per collection sent.

It is agreed that the two-week deadline stipulated in Section 98, sub-section 2 of the Danish Rent Act, before which the landlord must put forward his or her demand regarding refurbishment etc. of the tenancy, if any, is extended to four weeks.

The tenant's counterclaim towards the landlord, if any, can only be deducted in the payment of the rent if the tenant has paid too much rent.

The tenant is obligated to paying a fee for the reading of the heating, water and electricity meter at vacation.

The tenant knows that drying clothes in the tenancy is not allowed.

The tenant should take out a glass and sanitary fixtures insurance.

By signing this agreement, the tenant confirms that he or she has received the energy labelling of the property.

The tenant knows that the tenancy as per 31st of December 1991 was only used for business purposes. Sections 5 to 14 of The Housing Control Act (Boligreguleringsloven, BRL) are derogated, cf. Section 15, sub-section 2 of BRL. The rules of unlimited rent determination thus apply. According to Section 59, sub-section 1 of the Act on Subsidised Private Youth Housing (Lov om støttede private ungdomsboliger), the initial rent is approved by the Ministry of Social Affairs and may be regulated with the increase in the net price index of Statistics Denmark, cf. section 9, sub-section 2 of the Act on Subsidised Private Youth Housing. Cf. Act on Subsidised Private Youth Housing, section 9, sub-section 2 it is determined that the current rent is regulated every year on the 1st of January with the percentage-wise increase of the net price index from October to October, first time on the 1st of January 20XX with the increase from

October 20XX to October 20XX etc.

The landlord has the right, fully or partly, not to collect said increases without losing his or her right to collecting increases in the following years.

The tenant is responsible for all interior maintenance to the extent necessary to keep the tenancy in a good condition. Furthermore, please note that regardless the rules and regulations of The Danish Rent Act, section 20, in the tenancy period, the tenant must maintain and, if necessary, renew locks, keys and windows – including double-glazed windows – and keep taps and electrical switches in a safe and sound condition. Furthermore, the tenant must maintain the floors, the toilet bowls, cisterns, wash basins, range hoods, hotplates, shower cubicles, drains, refrigerator, fixtures and similar installations or fittings, including electrical fittings.

The colours on the walls, windows, doors, other woodwork and fixtures must not be changed without prior written consent from the landlord. If not otherwise agreed, the tenant is obligated to re-establish the tenancy at vacation.

The landlord refurbished the tenancy by occupation and at the termination of the tenancy agreement the tenant must return the tenancy without any defects and refurbished by painting, whitewashing, papering and planing the floor boards.

Only the landlord makes the arrangements necessary for the refurbishment which comprise cleaning up after the workmen.

The refurbishment in connection with vacation of the tenancy must be completed before the tenancy agreement expires, which requires the tenancy to be vacated, cleaned and cleared 14 days before the termination of the tenancy agreement at the latest. The tenant must pay rent for the refurbishment period.

Payment for power supply is no concern of the landlord, as the tenant pays directly to the utility company and is settled by a separate meter. The tenant is responsible for registration and cancellation at the utility company.

The tenant must pay a fee for the reading of the heating meter when vacating the tenancy. Stofa cable tv supplies the signals to the tenancy. The tenant pays for signal supply directly to Stofa cable tv. If the tenant no longer wishes to receive the signals, the tenant is obligated to cancel the agreement with Stofa cable tv directly. Expenses in connection with cancellations of the signal supply are no concern of the landlord.

The tenant must solemnly declare that he or she knows that no pets are allowed in the building, neither at the time of occupation or at a later time. The tenant accepts that the landlord has the right to terminate the tenancy agreement, if the prohibition is violated.

The tenant is made explicitly clear that the tenancy is a part of a new building and the tenant accepts any inconveniences in connection with repairs and 1st and 5th year evaluations.

By signing this agreement, the tenant confirms having received and accepted the house rules and energy labelling of the building.

By signing this agreement, the tenant confirms that he or she studies actively. The landlord must make sure that the tenancies are occupied by study active students at all times, cf. section 13 of the Act on Subsidised Private Youth Housing. If the tenant has completed his or her study programme, the landlord must terminate the tenancy agreement. Under special circumstances, termination after completed study programme may be extended by up to one year. Furthermore, termination may be extended, if the tenancy cannot be sub-leased immediately. In addition, the landlord may terminate a tenancy agreement if the tenant fails to provide the information on study activity necessary 6 weeks, at the latest, after the landlord has sent his or her written request for said information. When calculating the deadline, the months of July and August are disregarded, cf. the Act on Subsidised Private Youth Housing.

Clause 12 Signature

Date:

Date:

As the landlord
Essex

As the tenant