

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 Housing, Urban and Rural Affairs, 1 July 2015.

A number of provisions in the Danish Rent Act are fixed while others may be dispensed with by agreement. If any of the parties wish to derogate from the general rules of the Danish Rent Act and/or the tenancy agreement, this must be stated in section 11 of this agreement.

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

Unless explicitly permitted in the pre-printed text, no agreed derogations must be stated directly in this agreement (by deleting parts of the text, etc.).

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  an owner-partnership flat  
 other: \_\_\_\_\_  The tenancy is a subtenancy

Location:

City:

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

Address:

Tenant: Name:  
Address:

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

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 82 and 83 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 charges: _____	_____	DKK
Other charges: _____	_____	DKK
Total monthly/quarterly amount payable:	_____	DKK

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 is considered payment at the specified place of payment.

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 \_\_\_\_\_ months' rent (no more than 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 _____	DKK
Deposit	_____	DKK
_____	_____	DKK
_____	_____	DKK
_____	_____	DKK
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  
 electric heating  
 other: \_\_\_\_\_

The annual heating consumption is measured from \_\_\_\_\_

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 charges are based on individual meters (please tick as appropriate) ○ Yes ○ No  
The annual water consumption is measured from \_\_\_\_\_

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Electricity heating? (please tick as appropriate) Does the landlord provide electricity for other purposes than heating? (please tick as appropriate) ○ Yes ○ No  
The annual electricity consumption is measured from \_\_\_\_\_

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

Section 6. Common 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 tenants must pay a contribution (please tick as appropriate) ○ Yes ○ No

Section 7. Property condition at the start of the tenancy

Is the condition of the property assessed at an initial inspection? ○ Yes ○ No

Note: Landlords letting more than one flat are obligated to carry out initial inspections.

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Note: If the condition of the property is deficient at the start of the tenancy, the tenant must give **written** 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.  
If the initial inspection is carried out after this deadline and if the tenant has received an inspection report after the deadline, the deadline will still apply.  
However, this 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: Landlords letting more than one flat at the time when a tenant vacates a property, are obligated to carry out inspections and complete a move-out report as prescribed by the Danish Rent Act section 98, subsections 3-5.

Section 9. Fixtures and appliances

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

- |                                       |  |   |   |
|---------------------------------------|--|---|---|
| <input type="checkbox"/> Stove        | <input type="checkbox"/> Dishwasher      | <input type="checkbox"/> Cooker hood                          | <input type="checkbox"/> Other fixtures and appliances:<br><input type="checkbox"/> Other fixtures and appliances:<br><input type="checkbox"/> Other fixtures and appliances: _____<br>_____<br>_____ |
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Washing machine | <input type="checkbox"/> Electric panels, total number: _____ |   |
| <input type="checkbox"/> Freezer      | <input type="checkbox"/> Tumble dryer    | <input type="checkbox"/> Water heaters, total number: _____   |   |

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

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

- Yes     No

Note: If special terms apply to the keeping of pets, these must be stated in section 11 of the agreement.

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

- Yes     No

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

Additional information regarding the rental unit:

The terms and conditions already complying with the general rules of the Danish Rent Act must not be stated here. This also includes derogations which must be stated in section 11.



Section 11. Special terms

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.**

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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 (the Danish Rent Act section 4, subsection 5), price regulations linked to the Net Price Index (the Danish Rent Act section 4, subsection 8), private urban renewal or property improvements (the Danish Rent Act section 4 a), agreed green urban renewal (the Danish Rent Act section 4 b) and free rent determination (the Danish Rent Act section 53, subsections 3-5).

Section 12. Signature

Date:



Date:



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

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