This is an unauthorised translation of the Danish standard housing tenancy agreement Typeformular A, 10. Udgave. In case of inconsistencies between this translation and the Danish original, the Danish text is authoritative.

TENANCY AGREEMENT residential

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 September 20.

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.

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.).

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

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.

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 sublet

Location: City:

Landlord: Name:
CVR No./Registration No.:
Address:

Phone: E-mail:

Tenant: Name:
Address:
Phone: E-mail:

Areal: The total gross floor areas of the unit is ___ m^2, and consists of ___ rooms of which _____ m^2 consist of business premises, etc.

Rights of use: 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:

Other: Other:

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

Section 2. Tenancy start and end

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

Termination: 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, ect. 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

* Note that the law is the only basis for charging amounts in addition to the rent, as the amount would otherwise have to be included in the rent.

Taxes and fees:
Included in the rent are taxes and fees as on ___
This date will provide the basis of any future changes to taxes and fees.

Place of payment:
◯ The rent etc. is paid to the landlord's account No. (X) - (X) in (bank):
Payments made to a bank are considered payment at the specified place of payment.
◯ The rent etc. is paid by direct debit (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 of ___ DKK, equivalent to ___ months' rent (equal to the rent paid during the period from the notice is given by the tenant to the end of the tenancy, subject to a maximum of 3 months' rent).
Payment:	No later than the (X) the tenant must pay a total of (X) 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 cost of heating is charged in addition to the rent, cf. Section 65(1) of the Rent Act.

The annual heating consumption is measured from ___

☐ The cost of heating is included in the rent, cf. Section 65(2) of the Rent Act (single rooms etc.).

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

Water: Does the landlord provide water? (please tick as appropriate) ◯Yes ◯No

If yes,

◯ The cost of water is allocated 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 allocated on the basis of individual consumption meters and is therefore included in the rent.

Electricity: Does the landlord provide electricity for other purposes than heating? ◯Yes ◯No

If yes,

◯ The cost of electricity is allocated 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 allocated 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, 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

If the landlord wishes to be able to require refurbishment at the tenant's departure, it is the responsibility of the landlord who rents more than one apartment to organise the move-in inspection and of the landlord who rents more than one apartment at the time of departure to organise the move-out inspection.

Does the landlord rent out more than one apartment?	◯Yes ◯No
Is the condition of the property assessed at an initial move-in inspection?	◯Yes ◯No
Is the condition of the tenancy assessed at a move-out inspection?	◯Yes ◯No

Note:
If the tenancy is defective at the beginning of the lease, the tenant must, in order not to lose the right to invoke the defect, notify the landlord within 14 days of the beginning of the lease that the tenant intends to invoke the defect. The deadline applies even if the tenant has attended a move-in inspection and received a move-in report before the deadline expires. However, this does not apply if the deficiency cannot be discovered with reasonable diligence.

Section 8. Maintenance

Responsibility: ***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 on ___ , 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 the upkeep of the apartment with whitewashing, painting, wallpapering and floor treatment.

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

The tenant has the obligation to maintain locks and keys according to the law on rent, 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	☐ Refrigerator/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

Pets: Are tenants allowed to keep pets in the rental unit? (please tick as appropriate) ◯Yes ◯No

Special terms that applies to the keeping of pets:

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, or sections 1-10, must not be made here.

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 could result in the tenant obtaining fewer rights or being subject to greater obligations than under the general provisions of the tenancy law.**

Terms which already follow in their entirety from the general terms of the tenancy law or from a house rule may not be included here. Other information on the rented property should be given in Article 10 of the contract.

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 in regards return on investments (the Rent act section 11(4), price regulations linked to the Net Price Index (Rent act section 11(5), 53(2) or 54(3))private urban renewal or property improvements (Rent act section 12) and free rent determination (Rent act section 54).

The following constitute derogations from the general Rent act:

Rent determination: The tenancy is subject to the rules of free rent ◯Yes ◯No

If yes, which reason applies, cf. section 54 of the Rent Act (for details see the guide)

Rent adjustment: The rent is adjusted once a year according to the development of Statistics Denmark's Net Price Index. Rent increase can only be implemented by written notice from the landlord to the tenant. ◯Yes ◯No

Every ___, the applicable rent is adjusted by the increase in the net price index from ___ of the previous year to (month) preceding the adjustment date. The rent shall be adjusted for the first time on ___.

The adjustment is made as follows: current rent / applied net price index at last calculation of net price indexation x new index = new rent

The landlord is entitled to waive the adjustment in whole or in part, without this being considered as a waiver of the right to levy it in the future.

Other derogations:

Section 12. Signature

Date:	Date:
Signed by the landlord	Signed by the tenant

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Guidelines for housing Residential

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 (landlord and tenant), 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 the 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 emphasised with bold and italics. These constitute derogations from the general rules in the tenancy laws. If the parties have agreed on those terms and conditions which are italicised in the contract, 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 supplement is drawn up, the supplement 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 supplement 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 property

Protection of the Danish Rent Act
The general rights of the tenant as stipulated in the tenancy laws have validity without registration. 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.

Subletting

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 sublessor 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, where 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. Special agreements about this must be stated in section 11 of the agreement.

Unless otherwise agreed, the tenant must give 3 months' notice to terminate a separate room tenancy, where a separate 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. Special agreements about must shall be stated in section 11 of the agreement.

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, where 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, 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 Act contains a few other grounds to terminate the agreement including the 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 the Danish Rent Act section 170(3), an owner or a part-owner who only rents out one owner-occupied flat or owner-partnership property may terminate the tenancy with one years' notice, if the owner or the part-owner intend to use the property himself. Concerning owner-occupied flats, the special rule in section 172(4) 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 rent 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 is a good idea to state the reason for the fixed-terms. 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 adjustment
The rules about determining and adjusting the rent are found mainly in the Danish Rent Act. The rules governing rent determination and adjustment depend on the type and location of the property

Determination of rent at the commencement of the tenancy
In municipalities where section 4 of the Rent act is valid - the so called regulated municipalities - special rules apply concerning the amount of rent payable at the time of the signing of the agreement, cf. section 19 of the 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 substantially exceed the value of the property. Section 19(2) in the Rent act contains a definition of 'thoroughly improved properties'.

The question of the degree to which the rent may substantially exceed the value of the property depends on a comparison with the rent in similar properties in the municipality with reference to 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 municipalities where cost-related rent does not apply - the so called unregulated municipalities - no special rules apply regarding the amount of rent payable at the time of the signing of the agreement, but 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.

Adjustment 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 adjustment 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 January 1st 1995, comprised 6 or fewer residential flats (small properties).

In connection with the determination and adjustment 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 set and adjusted according to 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, in which case the rent is set according to the value of the rented property instead.

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, the rent is determined and regulated in accordance with the value of the property. This is also the case in unregulated municipalities for separate rooms which are not part of the landlord's flat, or of a single- or double occupancy house occupied by the landlord.

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

If taxes and fees are dropped or reduced, the landlord must, effective from the time of 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
In certain situations, 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 adjustment 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 may also be agreed between the landlord and the tenant that the rent shall be adjusted once a year in accordance with the development of Statistics Denmark's net price index. 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 tenancies with cost-related rent and other properties, it may be agreed that the rent is adjusted once every year during the tenancy period based on the development in the net price index from Statistics Denmark.

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' may be mutually agreed, cf. section 54(1)(1-3) of the Danish Rent Act, in the following cases:
- where the tenancy concerns flats in properties that have been occupied after December 31st 1991
- where the tenancy concerns flats lawfully used exclusively for business purposes, as of December 31st 1991, cf. section 54(1)(2) of the Rent Act. The same applies to premises which no later than this date were lawfully used or had lawfully been organised 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 Rent Act.

Pursuant to Article 54(2) of the Rent Act, it is a condition for the purposes of Article 54(1)(2) and (3) of the Rent Act that the rental agreement states that the rental is covered by the specific provision of the 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 and rent adjustment during the period of the tenancy must be stated 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 fees.

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 adjustment 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 bills 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 adjustments thereof, heating payment, antenna 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 advance payment of 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
At the time of signing the agreement, the landlord may further demand an advance payment of rent from the tenant corresponding to up to 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, an 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 date 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. 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 of the inside of the property when vacating the property.

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 moving out.

7. Regarding section 8 in the tenancy agreement: Maintenance

Internal maintenance
Internal maintenance includes painting, whitewashing, paperhanging and surface finishing of floors in the property.

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, and for separate residential rooms. However, if the premises are located in separate physical entities, it 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, wallpapering and varnishing the 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 is 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 than painting, whitewashing, paperhanging and surface finishing 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, kitchen tables, 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 covered by section 19 of the 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.

Move-out 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 move-out inspection with the tenant and draw up 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 e.g. 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
Digital communication and exchange of digital documents is possible in the rental relationship. However, payment demands, the landlord's notice of termination and the tenant's objection to the landlord's

notice of termination cannot be submitted as digital documents.

If the tenant or landlord is exempt from digital mail, see Section 5 of the Act on Digital Mail from Public Senders, notices in the tenancy cannot be submitted as digital documents.

In addition, the landlord or tenant may, with one month's notice to the first day of a month that is not a public holiday, require that notices not be given 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 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, where the return on investment is calculated based on section 25(2) of the Rent act, this must be stated in the tenancy agreement. Section 11(3) of the Danish Rent Act states which information must be specified in the tenancy agreement.

Adjustment based on net price index
In tenancy agreements, which are covered by the landlord’s decision on adjustment in accordance with the net price index, cf. section 26 in the Rent act, and which are entered into after the landlord has made the decision about such adjustment, it must be stated 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.