

Udformning af blanketter

Indledning

Dette bilag indeholder en vejledning til brug ved udarbejdelse af lejekontrasblanketter.

Ved indgåelse af lejeaftaler om beboelseslejligheder eller enkelte værelser til beboelse må blanketter kun anvendes, hvis de er autoriserede eller hvis de i indhold og opstillinger er identiske med typeformular A, 10. udgave (ENG) af 1. januar 2025.

Følges denne vejledning ved udarbejdelse af lejekontraksblanketter, anses blanketterne for identiske med typeformular A, 10. udgave (ENG) af 1. januar 2025, med hensyn til opstilling. Med hensyn til indhold henvises til denne bekendtgørelses bilag 1.

Sidestørrelse/måleenhed

Papirformat:	Blanketterne opbygges på A4 højformat, størrelse 210 x 297 mm.
Linjeafstand:	Fastlagt til 11 punkter (svarende til 0,39 cm).

Disposition

Marginer:	Venstre margin er 2 cm og højre margin er 1 cm fra papirkanten.
Topmargin:	Topmargin er 2,4 cm fra øverste papirkant i kontrakten og 3 cm fra øverste papirkant i vejledningen. Begge dog undtaget side 1, hvor information om formulartype og eventuel placering overskrider denne margin, jf. nedenfor.
Bundmargin:	Bundmargin er 2,22 cm fra nederste papirkant i kontrakten og 3 cm fra nederste papirkant i vejledningen. Begge dog undtaget side 1, hvor information om formulartype og eventuel placering overskrider denne margin, jf. nedenfor.
Afsnitsindryk:	Der benyttes indrykning med foranstillet ledetekst/overskrift: <ul style="list-style-type: none"> – Første indrykning placeres 3,48 cm fra papirets venstre kant. – Anden indrykning placeres 5,98 cm fra papirets venstre kant.
Spalter:	Hvor der forekommer meget samlet tekst (brødtekst) – indledningen til kontrakterne og i vejledningerne – placeres denne i to spalter. Bredde for begge spalter er 8,5 cm og der er 1 cm mellemrum mellem spalterne. Venstre spalte placeres 2 cm fra papirets venstre kant og højre spalte placeres 11,5 cm fra papirets venstre kant.

Logo/printer

Logo:	På blankettens side 1 i øverste venstre hjørne afsættes fire prikker: 2 cm fra papirets øverste kant, 2 cm fra papirets venstre kant, bredde 5,6 cm, højde 1,5 cm inden for hvilke kan anbringes eget logo.
Printer/raster:	Ved udskrivning på en laserprinter anbefales det at anvende en model med en opløsning på 600 x 600 dpi. Der kan dog anvendes en model med en opløsning på 300 x 300 dpi.

Følgende skrifttyper anvendes:

Times New Roman:	Benyttes til større tekstmængder (brødtekst) – i indledningen til kontrakterne og vejledningerne. Anvendes i varianterne: Regular, fed og <i>fed kursiv</i> . Alternativt kan anvendes Times.
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Arial: Benyttes til ledetekster og tekster omkring udfyldningsfelter. Anvendes i varianterne: Regular, **fed** og **fed kursiv**.

Alternativt kan anvendes Helvetica.

Bemærk: Hvor forskellige skriftsnit anvendes, skal den pågældende skrifttype (regular, fed, fed kursiv) benyttes!

Skrifterne anvendes parvis i Times New Roman og Arial eller Times og Helvetica.

Arial/Helvetica benyttes altid 1 punkt mindre end Times New Roman/Times.

Til individuel tekst i udfyldningsfelterne anvendes en almindelig og sædvanlig skrifttype.

Skriftstørrelser

24 pt 12 pt

§ X. Xxxx

Times
11 pt

Blankettens overskrift:

Der benyttes følgende skrifttyper: Arial/Helvetica 24 punkt, centreret og Times New Roman 12 punkt, begge fed med baggrundsfarve #D1D3D4 svarende til RGB rød 209, grøn 211, blå 2012.

Afsnitoverskrifter i kontrakterne:

Der benyttes Arial/Helvetica 10 punkt, fed med baggrundsfarve #D1D3D4 svarende til RGB rød 209, grøn 211, blå 2012. Øverst og nederst afgrænses teksten af en vandret linje på 3,0 punkts tykkelse i samme farve som tekstbaggrund.

Bemærk at paragrafnumre skrives med mellemrum mellem paragraftegn og nummerering samt punktum og mellemrum efter nummerering før tekst.

Afsnitoverskrifter i vejledningerne:

Der benyttes Times New Roman/Times 11 punkt, fed med baggrundsfarve #D1D3D4 svarende til RGB rød 209, grøn 211, blå 2012. Øverst og nederst afgrænses teksten af en vandret linje på 2,25 punkts tykkelse i samme farve som tekstbaggrund.

Bemærk at afsnit nummereres fulgt af punktum og to mellemrum efter nummerering før tekst.

Større mængder tekst (brødtekst)

Der benyttes Times New Roman/Times 9 punkt, regular. Fremhævet tekst udføres med Times New Roman/Times 9 punkt fed eller fed kursiv.

Formularautorisation

Angivelse af formulartypen ("Typeformular ...") placeres på første side 14,35 cm fra venstre papirkant, 2,57 cm fra øverste papirkant.

Autorisationen markeres med teksten placeret på side 1 højrejusteret 3,3 cm fra øverste papirkant skrevet i Arial/Helvetica 9 punkt.

Anvendelse af streger

Der anvendes kun vandrette streger.

Tykkelse: Generelt anvendes 0,25 punkt.

Længde: Tilpasses de enkelte afsnits indrykninger, dog skal følgende mål overholdes:

- Ved afsnitsopdeling, dvs. fra 1. indrykning er længden 2,5 cm,
- ved yderligere opdeling i et afsnit, dvs. fra 2. indrykning, er længden 14,06 cm.

Der anvendes fuldt optrukne linjer.

Udfyldningsfelter/placering

Felttyper:	Der anvendes forskellige felttyper i kontrakterne.
Afkrydsning:	<p>De firkantede kontrolbokse og runde "radioknapper" bruges til markering af et valg. "Kontrolbokse"/firkanter anvendes, hvor flere muligheder kan afkrydses samtidig, hvorimod "radioknapper"/cirkler anvendes ved valg mellem alternativer, fx Ja/Nej.</p> <p>Afkrydsningsfelter til Ja/Nej placeres 18,34 cm og 19,13 cm fra venstre papirkant med "Ja" som venstre felt.</p>
Udfyldning:	<p>Udfyldningsfelter til angivelse af datoer sker ved valg i pop-op-kalender i feltet eller skrives i formen DD-MM-ÅÅÅÅ, hvor DD er dag, MM er måned og ÅÅÅÅ er år. fx 12-10-2022 for 12. oktober 2022.</p> <p>Formerne DD/MM/ÅÅÅÅ og DD-MM-ÅÅÅÅ kan anvendes alternativt.</p>

Sidenummerering

Alle sider nummereres. Der anføres såvel aktuelt sidenummer som det totale antal sider i formularen (side x af y)

Sidenumre angives med skrifttypen Arial/Helvetica 9 punkt regular.

Sidenummer placeres nederst i højre hjørne. Det placeres højrestillet med bundlinje 1,51 cm over nederste papirkant.

Tenancy no.: _____

Residential LEASE

Lease for use in rental agreements for residential apartments, including mixed tenancies, and rooms in private rental properties.

Authorised by the Ministry of Social Affairs and Housing 1 January 2025.

A number of provisions in rental legislation are mandatory, while others may be validly deviated from by agreement. If the parties wish to agree on deviations from the general rules of rental legislation and/or the lease, this must be stated in Section 11 of the lease.

the contract, it is not necessary to state the same matters in Section 11 of the contract. Terms listed in Section 11 are sufficiently emphasised.

Agreed deviations may not be stated directly in the contract text (by crossing out or similar), unless special authorisation is given in the pre-printed text.

The rights and obligations of the Landlord and Tenant in the tenancy are governed by the applicable rental legislation at any given time, unless the parties agree otherwise where the rules of the law may be deviated from.

Some terms in the pre-printed text are highlighted in **bold and italics**. These terms are deviations from the general rules of rental legislation. If the parties have agreed on the matters highlighted in

Attached to the lease is an appendix with a guide to leases for use in rental agreements for residential apartments, including mixed tenancies, and rooms in private rental properties. The guide is part of the authorised lease.

Section 1. The parties and the rented property

The rental property: The rented property is an apartment a single room an owner-occupied apartment a cooperative dwelling
 other: The tenancy is a sublease

Address: _____

Town: _____

Landlord:

Name: _____
CVR no./reg. no.: _____

Address: _____

Telephone: _____

E-mail: _____

Tenant:

Name: _____

Address: _____

Telephone: _____

E-mail: _____

Area: The total gross floor area of the rental property is _____ m², consisting of _____ rooms
 Business premises, etc., measuring _____ m²

Right to use: Under the agreement, the Tenant also has access and right of use to the following premises as instructed by the Landlord: (Put an x)

Communal laundry facilities Communal courtyard facilities Attic/cellar room no.: _____
 Bicycle parking Garage no.: _____ Other: _____
 Other: _____ Other: _____

Use: The rented property may not be used for anything else without the Landlord's **written** consent:

Section 2. Beginning and end of the tenancy

3,88 Beginning: The tenancy begins on _____ and continues until it is terminated, unless the tenancy is fixed-term, cf. Section 11. 3,88

Termination: Notice of the termination must be in **writing** from both parties. Unless otherwise agreed and stated in Section 11 of the contract, the Tenant may terminate a rental agreement with three months' notice to the first working day of a month that is not the day before a public holiday. However, for ancillary rooms, the notice period is one month. Termination by the Landlord may be done according to Sections 170 and 171 of the Rent Act.

Section 3. Payment of rent

7,76 Rent: The annual rent is _____ DKK 7,76

Payment: The rent, etc., is due for payment on _____ in each (put an x) Month **Quarter**

The rent per month/quarter is _____ DKK

Payments in addition to the rent are:

On-account heating contribution	_____ DKK
On-account water contribution	_____ DKK
On-account electricity contribution	_____ DKK
On-account cooling contribution	_____ DKK
On-account antenna contribution	_____ DKK
Internet contribution	_____ DKK
Contributions to resident representation	_____ DKK
Other*: _____	_____ DKK
Other*: _____	_____ DKK
Sum paid per month/quarter:	_____ DKK

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* Please note that the law is the only legal basis for charging amounts in addition to the rent, otherwise the amount must be included in the rent.

15,52 Taxes and duties: 15,52

The rent includes taxes and duties as per _____
For future changes in taxes and duties, this date will be taken as a starting point.

Place of payment: The rent, etc., is payable to the Landlord's bank account. _____ - _____ at (financial institution): _____
Payment to a financial institution is considered payment at the designated place of payment.
 The rent, etc., is paid by direct debit via Betalingservice.

Note: Special conditions regarding rent determination, cf. the guide, must be stated in Section 11 of the lease. 19,40 19,40

Section 4. Deposit and prepaid rent

Deposit: At the latest on _____ the Tenant pays a deposit of _____ DKK corresponding to _____ months' rent (maximum three months' rent).

Prepaid rent: At the latest on _____ the Tenant also pays prepaid rent of _____ DKK corresponding to _____ months' rent (maximum corresponding to the rent payable during the period from the notice is given by the Tenant to the end of the tenancy, but not more than three months' rent).

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Payment: At the latest on _____ the Tenant pays a total of _____ DKK, equivalent to:

Prepaid rent:	_____ DKK
Rent, etc., for the period:	_____ DKK
_____ to _____	_____ DKK
Deposit	_____ DKK
_____	_____ DKK
_____	_____ DKK
_____	_____ DKK
In total	_____ DKK

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The first time rent is then due for payment is on _____.

Section 5. Heating, cooling, water and electricity

3,88 Heating: Does the Landlord provide heating and hot water? (put an x) Yes No 3,88
If yes, the rental property is heated by:
 District heating/natural gas
 Central heating with oil
 Electricity for heating
 Other: _____
 The cost of heating is charged in addition to the rent, cf. Section 65(1) of the Rent Act.
The accounting year for heat begins on _____
 The cost of heating is included in the rent, cf. Section 65(2) of the Rent Act (single rooms, etc.).

7,76 Is the Tenant responsible for the heating of the rental property? (put an x) Yes No 7,76
If yes, the rental property is heated by:
 Electricity
 Gas
 Oil/petroleum
 District heating/natural gas
 Other: _____

11,64 Water: Does the Landlord supplies water to the rental property? (put an x) Yes No 11,64
If yes:
 The cost of water is allocated based on individual consumption meters and is charged in addition to the rent.
The accounting year for water begins on _____
 The cost of water is not allocated based on individual consumption meters and is therefore included in the rent.

15,52 Electricity: Does the Landlord supply electricity other than heating for the rental property? (put an x) Yes No 15,52
If yes:
 The cost of electricity is allocated based on individual consumption meters and is charged in addition to the rent.
The accounting year for electricity begins on _____
 The cost of electricity is not allocated based on individual consumption meters and is therefore included in the rent.

19,40 Cooling: Does the Landlord provide cooling for the rental property? (put an x) Yes No 19,40
If yes, is the cost of cooling distributed based on individual consumption meters? (put an x) Yes No
The accounting year for cooling begins on _____

Section 6. Communal antennas, etc., and access to electronic communication services

23,28 Communal antenna: The Landlord provides a common signalling supply for which the Tenant must pay a contribution (put an x) Yes No
The tenants' antenna association at the property provides common signal supply (put an x) Yes No
23,28 Internet: The Landlord provides internet access (electronic communication services) for which the Tenant must pay a contribution (put an x) Yes No

Section 7. Condition of the rental property at move-in and move-out

27,16 If the Landlord wants to be able to demand repairs when the Tenant moves out, it is the responsibility of the Landlord who rents out more than one residential apartment to organise a move-in inspection, and the Landlord who rents out more than one residential apartment at the time of moving out to organise a move-out inspection.

Does the Landlord rent out more than one residential apartment? Yes No

Has/is the condition of the rental property (been) checked during the move-in inspection? Yes No

Will the condition of the rental property be established during a move-out inspection? Yes No

Note: If the rented property is defective at the beginning of the tenancy, the Tenant shall, in order not to lose the right to claim the defect, notify the Landlord within 14 days of the beginning of the tenancy that the Tenant intends to make a claim. The deadline applies even if the Tenant has participated in a move-in inspection, and received a move-in report before the deadline expires. However, the deadline does not apply if the defect cannot be detected, among other things, by the exercise of ordinary diligence.

Section 8. Maintenance

Obligation: **The interior maintenance of the rental property is the responsibility of:** (put an x)
 The Landlord **The Tenant**

Account: If the Landlord has the interior maintenance obligation, an interior maintenance account must have been created. Upon the creation of the contract on _____ there is _____ DKK in the account. The amount may have changed after the contract was created in connection with the Landlord's renovation of the rental property.

Note: Interior maintenance refers to the maintenance of the apartment including whitening, painting, wallpapering, and floor treatment.
Exterior maintenance refers to the maintenance of all parts of the property and the rented property that are not included in the interior maintenance.
The Tenant has a duty to maintain locks and keys in accordance with the Rent Act, unless otherwise agreed.

Section 9. Fixtures and fittings

Following fixtures and fittings in the rental property belong to the Landlord upon entering into the tenancy: (put an x)

- | | | | |
|---------------------------------------|---|---|---------------------------------------|
| <input type="checkbox"/> Cooker | <input type="checkbox"/> Refrigerator/freezer | <input type="checkbox"/> Tumble dryer | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Refrigerator | <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"/> Washing machine/Tumble dryer | <input type="checkbox"/> Other: _____ |

Section 10. Resident representation, pets, house rules and other information about the rented property

Resident representation:
Is there resident representation established at the property at the time of the contract? (put an x) Yes No

Pets: Are pets allowed in the rental property? (put an x) Yes No

Special conditions for permission for pets: _____

House rules: Are there house rules for the property at the start of the tenancy? (put an x) Yes No

The house rules are attached if one exists for the property.

Other information about the rented property:
No deviations from or additions to the general rules of rental legislation and Sections 1-10 of the standard contract may be stated here.

Resident representation:
Other information about the rented property - continued

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Section 11. Special conditions

Deviations: **Agreed deviations and additions regarding the general rules of rental legislation and Sections 1-10 of the standard contract are listed here. Such deviations may result in the Tenant obtaining fewer rights or being subject to greater obligations than under the general provisions of the rental legislation.**

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Terms that already follow in their entirety from the general terms and conditions of rental legislation or house rules may not be listed here. Other information about the rented property is stated in Section 10 of the contract.

Note: Section 11 may, among other things, state whether special conditions apply to the rent determination, which must be disclosed in the lease, including, e.g., in relation to yield (Section 11(4) of the Rent Act), adjustment according to the net price index (Section 11(5), Section 53(2) or Section 54(3) of the Rent Act), private urban renewal and housing improvement (Section 12 of the Rent Act), and free rent determination (Section 54 of the Rent Act).

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The following are deviations from rental legislation's starting point:

Rent determination: The tenancy is covered by the rules on free rent Yes No

If yes, what is the reason, cf. Section 54 of the Rent Act (for more information, see the guide):

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Rent
adjustment:

The rent is adjusted once a year according to the development in Statistics Denmark's net price index. Rent increases may only be implemented by the Landlord giving written notice to the Tenant.

Yes No

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Every _____ the applicable rent is adjusted by the increase in the net price index from the _____ month of the previous year to the _____ month prior to the adjustment date. The rent is adjusted for the first time on _____.

The adjustment is made as follows: Current rent/net price index used in the 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 a waiver of the right to charge it in the future.

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Other deviations:

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Other deviations - continued

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Section 12. Signature

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Date: _____

Date: _____

As the Landlord

As the Tenant

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As the Landlord

As the Tenant

GUIDANCE for residential leases

Lease agreement guidelines for use in rental agreements for residential apartments, including mixed tenancies, and rooms in private rental properties

7,76 This guide is an appendix to the authorised standard lease, type form A, 10th edition (ENG) of 1 January 2025 and thus forms part of the authorised lease.

The lease contains an indication of the parties and a description of the rented property and the Tenant's payment for the rental property.

The rights and obligations of the Landlord and Tenant in the tenancy are governed by the applicable rental legislation at any given time, unless the parties agree otherwise.

11,64 If the parties wish to agree on deviations from the general rules of rental legislation and/or the lease, this must be stated in Section 11 of the lease. Agreed deviations may not be stated directly in the contract text (by crossing out or similar), unless special authorisation is given in the pre-printed text.

Some terms in the pre-printed text of the lease are highlighted in bold and italics. These terms are deviations from the general rules of rental legislation. If the parties have agreed on the matters highlighted in the contract, it is not necessary to also state the same matters in Section 11 of the contract.

15,52 If the parties wish to agree on deviations from the general rules of rental legislation and/or the lease when entering into the lease, the

special agreements may be stated in a special appendix instead of in Section 11 of the contract. The requirements for such an appendix follow from Section 14 of the Rent Act. The surcharge then forms part of the lease.

The appendix may not contain uniform rental terms for multiple tenants in the same property when they appear in such a way that the Tenant must perceive them as standardised, in which case the appendix must be authorised. A special appendix to Type Form A, 10th (ENG) edition has not been authorised.

This guide contains a description of the applicable rental legislation with reference to the provisions of the contract.

A number of provisions in rental legislation cannot be deviated from to the detriment of the Tenant, while other provisions may be deviated from by agreement. The guide is not exhaustive.

For further information, please refer to the rental legislation in force at any given time and the guidelines available on the Ministry's website, etc.

This guide was created in December 2024. Please note that legislation may have changed on a few points after this date

Below is information with reference to the individual provisions of the lease:

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1. To Section 1 of the lease: The parties and the rented property

Rental law protection.

The general rights in rental legislation granted to the Tenant in the tenancy are valid against anyone without registration. The Tenant's rights are therefore secured, e.g. in situations where the property is resold. A new owner of the property must respect the general rights that the Tenant has under rental legislation.

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The same applies to agreements on prepayment of rent, deposits or similar within the framework of the law.

On the other hand, if a Tenant has acquired special rights by agreement, such as agreed irrevocability, this right is not automatically secured against a new owner of the property. The Tenant may therefore demand this right to be registered. The cost is paid by the Tenant, unless otherwise agreed.

A Tenant who is a subtenant, does not benefit from the same protection under the Rent Act as the regular tenant, as the subtenant, unlike the regular tenant, does not have a contractual relationship with the property owner.

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Subletting.

The lease may also be used for sublease agreements.

Subletting is when the person who is the tenant under the lease with the Landlord sublets the apartment in whole or in part to another person.

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As a general rule, the Tenant may not transfer the use of the rented property to others.

However, the Tenant of a residential apartment has the right to sublet a maximum of half of the apartment's residential rooms for residential use (in mixed tenancies, the residential part). The total number of people living in the apartment must not exceed the number of residential rooms.

In apartments used exclusively for residential purposes (i.e. not in mixed tenancies, see page 9), the Tenant also has the right to sublet the entire apartment for up to two years when the Tenant's absence is temporary and due to illness, business trip, study stay, temporary transfer or similar.

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However, the Landlord may object to subletting the entire apartment if the property has fewer than 13 residential apartments, if the total number of people in the apartment will exceed the number of residential rooms, or if the Landlord otherwise has reasonable grounds for objecting to the sublease. All agreements between the subletting party and the subtenant, must be made in writing and the subletting party must provide the Landlord with a copy of the sublease agreement before the start of the sublease period.

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In the case of subletting, the Tenant may choose to provide security in the form of a bank guarantee or a deposit in a separate escrow account instead of a deposit at the time of signing the rental agreement and during the rental period.

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2. To Section 2 of the lease: Beginning and end of the tenancy

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The Tenant's notice of termination.

According to the Rent Act, the lease may be terminated by the Tenant with three months' notice, unless other notice has been agreed between the parties. Agreement to this effect is stated in Section 11 of the contract.

The Tenant may terminate the lease for an ancillary single room with one month's notice, unless otherwise agreed. Agreement to this effect is stated in Section 11 of the contract. An ancillary single room is a room that is part of the Landlord's residential apartment or part of a one- or two-family house that the Landlord occupies.

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The Tenant may terminate a lease for a separate single room (club room) with three months' notice, unless otherwise agreed. Agreement to this effect is stated in Section 11 of the contract. A separate single room is a room that is not part of the Landlord's residential apartment or part of a one- or two-family house that the Landlord occupies.

The Landlord's notice of termination.

The lease may only be terminated by the Landlord in cases covered by the rules in Sections 170 and 171 of the Rent Act, and with the notice period attached to each type of termination under the rules in Section 175 of the Rent Act, which states, among other things

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- that ancillary single rooms may be terminated with one month's notice, unless longer notice has been agreed, and
- that a residential apartment in a building in which there are only two residential apartments at the time of entering into the agreement, of which the owner occupies one, may be terminated with one year's notice.

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It also states that other rental agreements may be terminated by the Landlord under certain conditions when the Landlord wants to use the rented property themselves. The notice period in these situations is one year. The act contains a few other grounds for termination, including the Tenant's failure to observe good behaviour. The notice period here is three months.

Section 1 of the contract must state whether the rented property is an apartment or a room. In the case of an apartment, it must also state whether the apartment is an owner-occupied or a cooperative dwelling.

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If it is a different type of tenancy, please specify which one.

An owner or a co-owner who only rents out one owner-occupied apartment or cooperative dwelling has a special option under Section 170(3) of the Rent Act to terminate the lease with one year's notice if the owner or co-owner intends to use the property themselves. For owner-occupied apartments, the special rule in Section 172(4) of the Rent Act also applies, which specifies a number of conditions that must be met for the Landlord to be able to terminate the lease.

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Regardless of the length of the notice period, notice is given on the first working day of a month that is not the day before a public holiday.

The rules in the Rent Act regarding the Landlord's termination cannot be deviated from to the detriment of the Tenant until the

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Landlord has terminated the lease. For example, the parties may agree that the Tenant may move after a shorter period.

Fixed-term rental agreements.

When entering into the agreement, the parties may agree that the rental agreement shall be fixed-term, cf. Section 173 of the Rent Act, if the fixed-term is sufficiently justified by the Landlord's circumstances. A special reason for a fixed-term rental may be, for example, secondment or temporary relocation. The housing court may supersede the fixed-term condition if it is not considered sufficiently justified by the Landlord's circumstances. There is extensive case law regarding the justification of fixed-term lettings.

A lease that contains an agreement on a fixed-term tenancy generally puts the Tenant at a disadvantage compared to the general rules in the Rent Act. Therefore, in municipalities with housing regulation, the fixed-term condition may be superseded if it is deemed that the rental agreement, after an overall assessment, has been entered into on terms that are more burdensome for the Tenant than the terms that apply to other tenants in the property, regardless of the Landlord having a special reason for letting for a fixed term.

Fixed-term rental agreements terminate without notice when the rental period according to the rental agreement expires. A fixed-term rental agreement may only be terminated during the rental period if it has been agreed upon, between the parties or if the other party breaches the agreement.

The agreement is included in Section 11 of the contract, and it may be appropriate to state the reason for the fixed term. If the parties have agreed that the lease may be terminated during the rental period, the general termination rules of the Rent Act apply, cf. above.

**3. To Section 3 of the lease:
Payment of rent, etc.**

Determining and adjusting the rent.

The rules for determining and adjusting rent are primarily found in the Rent Act. Depending on the type and location of the rental property, the rules of the Rent Act will determine and adjust the rent.

Rent determination upon entering into the agreement.

In regulated municipalities, cf. Section 4 of the Rent Act, special rules apply to the amount of the rent upon entering into the rental agreement, cf. section 19 of the Rent Act.

The main rule is that the rent must not exceed the amount that constitutes the cost-based rent for the rental property with a calculated supplement for any improvements.

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

However, as an exception, the rent for "substantially improved rental properties" may be agreed at an amount that does not exceed the value of the rented property. Section 19(2) of the Rent Act contains a definition of "radically improved rental properties".

Determining whether the rent exceeds the value of the rented property is based on a comparison with the rent paid for similar premises in the neighbourhood or area in terms of location, type, size, quality, equipment, and state of repair.

For leases with cost-determined rent, it also applies that a rent or rental terms cannot be agreed upon entering into the lease agreement that are more onerous for the Tenant than the terms that apply to other tenants in the property, based on an overall assessment. In municipalities that are not regulated - so-called unregulated municipalities - no special rules apply to the amount of rent at the time the lease is signed, but the Tenant may demand a rent reduction after the lease is signed if it significantly exceeds the value of the rented property. This also applies to properties located in regulated municipalities that are exempt from the cost-based rent rules.

Rent adjustment during the rental period.

As a rule, the rent for rental properties located in regulated municipalities is adjusted according to the cost-based rent rules, while the rent for rented properties located in unregulated municipalities is adjusted according to the rules on the value of the rented property.

Small properties.

As an exception to the above rules on rent setting and adjustment, special rules apply in regulated municipalities for leases in properties that on 1 January 1995 comprised six or fewer residential flats (small properties).

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

When setting and adjusting the rent for these rental properties, the rules on the value of the rented property apply, so that the rent in these properties may be increased or reduced if it is significantly lower or significantly higher than the rent paid for similar rented properties in larger properties where the rent is adjusted according to the rules on cost-based rent.

Single rooms.

For separate single rooms (club rooms) in regulated municipalities, the rent is set and adjusted according to the cost-based rent rules unless the single room is located in a property that is exempt from the cost-based rent rules, so that the rent is instead set according to the value of the rented property.

In single residential rooms where the rooms are part of the Landlord's residential apartment or part of a one- or two-family house occupied by the Landlord, and in club rooms in unregulated municipalities, the rent is set and adjusted according to the value of the rented property.

Mixed tenancies.

The rent for mixed tenancies, i.e. rental properties that are used for both residential and non-residential purposes, is generally regulated in the same way as residential tenancies.

However, if the residential and non-residential premises are located in separate physical units, special rules apply to the non-residential premises, cf. the Commercial Lease Act.

Taxes and duties.

In both regulated and unregulated municipalities, it is possible to announce separate rent increases due to increases in property taxes and duties. In the cost-based rent, taxes and duties may alternatively be included in the operating budget.

3,88 If taxes and duties are cancelled or reduced, the Landlord must, with effect from the date of cancellation or reduction, make a corresponding rent reduction for the apartments and premises in whose rent the expense has been included.

Net price index adjustment.

The Landlord may, in agreement with the Tenant, choose to adjust the rent according to developments in Statistics Denmark's net price index. There are two types of net price adjustment, which are exceptions to the general rules on rent adjustment.

7,76 For tenancies in properties with cost-based rent, the Landlord may decide that once a year and for periods of two years at a time, the rent will be adjusted according to the net price index instead of the cost-based rent rules. It may also be agreed between the Landlord and the Tenant that the rent shall be adjusted once a year during the tenancy according to the development in Statistics Denmark's net price index. The net price-indexed rent may be reduced if it significantly exceeds the value of the rented property.

11,64 For properties with cost-based rent and other properties, it may be agreed that the rent will be adjusted once a year during the tenancy according to the development in Statistics Denmark's net price index.

An agreement on rent adjustment according to the net price index must be included in Section 11 of the lease. It should state the point in time from which the adjustment is based and the value of the net price index at that time. It must also state when the rent will be adjusted for the first time.

Free rent determination.

15,52 In both regulated and unregulated municipalities, agreements on "free rent determination", cf. Section 54(1)(1-3) of the Rent Act, may be included in rental agreements:

- Residential apartments in properties occupied after 31 December 1991, cf. Section 54(1)(1) of the Rent Act,
- residential flats that on 31 December 1991 were legally used exclusively for business purposes, cf. Section 54(1)(2) of the Rent Act. The same applies to premises which, prior to that date, were lawfully used exclusively for or were lawfully organised exclusively for business purposes; and

19,40 a residential apartment or single room that is newly fitted out in a attic that on 1 September 2002 was not used for or registered as a dwelling, and in newly added floors for which a building permit was granted after 1 July 2004, cf. Section 54(1)(3) of the Rent Act

Pursuant to Section 54(2) of the Rent Act, it is a condition for Section 54(1)(2) and (3) of the Rent Act that the rental agreement states that the rental property is covered by the specific provision of the Rent Act.

23,28 If a free rent determination agreement is made, the rent may only be reduced in cases where an unreasonably high rent has been agreed. The Tenant does not have the option to reduce the rent, even if the agreed rent significantly exceeds the cost-based rent or the value of the rented property.

An agreement on free rent determination must be included in Section 11 of the lease.

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3,88 If a rental agreement has been signed for free rent determination, it may be agreed that the rent will be adjusted according to the net price index during the rental period. The agreement must be included in Section 11 of the lease.

If the rental agreement does not state that the rent may be adjusted according to the net price index, the rent cannot be adjusted during the rental period. However, the rent may still be adjusted due to increases in and the imposition of new taxes and duties.

Index-financed housing construction.

7,76 There are special rules for rent determination in properties whose construction is financed with index-linked loans.

Under these rules, the rent may be set so that the total rental income may cover the property's necessary operating expenses at the time of the property's construction, plus a return on the property's value.

Similar rules apply to properties taken into use after 1 January 1989 that are built by and rented out by landlords covered by the Real Interest Tax Act.

11,64 For both types of property, special rules apply to rent adjustments during the rental period.

Improvements.

If the Landlord has made improvements to the rented property, a rent increase may be demanded in accordance with specific rules.

Rental payment.

The Landlord shall determine how said amounts are paid and shall designate an account in a bank where the rent and related contributions are paid.

15,52 It may be agreed that the rent will be paid for a period of three months at a time. A longer period than three months cannot be validly agreed.

Mandatory monetary payments.

A number of payments in the tenancy are 'mandatory payments', which means that the Landlord may terminate the rental agreement under certain conditions if the mandatory payments are not paid. Amounts that are mandatory monetary payments include rent, deposit and prepaid rent, and its adjustment, heating payment, antenna and internet fee, water on account, cooling payment, and on-demand fee payment.

If the rent, etc., falls due for payment on a public holiday, Saturday or Constitution Day, the due date will be postponed to the following working day. Timely payment of rent is payment made on or before the due date.

If the rent is not paid on time, the Landlord may issue a demand for payment.

23,28 The demand may be submitted at the earliest after the third business day after the last due payment date. The Landlord may charge a fee for this, which is specified in the Rent Act.

**4. To Section 4 of the lease:
Deposit and prepaid rent**

Deposit.
In the rental agreement, the Landlord may require the Tenant to pay a deposit as security for the Tenant's obligations upon vacating the property.

The deposit may correspond to a maximum of three months' rent. In subletting, the Tenant may choose to provide a bank guarantee instead of paying a deposit.

Prepaid rent.
The Landlord may also require the Tenant to pay an amount in advance upon entering into the rental agreement that does not exceed the rent payable during the period from termination of the tenancy to the end of the tenancy, but not more than three months' rent. Such prepaid rent may be included in the Tenant's rent payment for the last up to three months of the rental period.

Both deposit and prepaid rent may be claimed proportionally when the rent is increased. The increase may be charged in equal monthly amounts over the same number of months as the deposit and prepaid rent corresponded to in relation to the rent at the start of the tenancy. The rental invoices should specify which amount constitutes the rent itself and which amounts relate to prepaid rent adjustments and deposit adjustments.

If the rent is reduced, the Landlord must make a corresponding refund of the deposit and prepaid rent from the time of the reduction.

**5. To Section 5 of the lease:
Heating, cooling, water and electricity**

The boxes in the lease are ticked, partly for information about the rented property and partly for the information that the municipality needs for a possible housing benefit calculation.

In properties where the Landlord supplies heating, hot water and electricity for purposes other than heating, and in properties where payment for water and cooling is based on consumption meters, the Tenant must generally pay an amount on account to cover the Landlord's expenses.

The cost of heating and hot water and electricity for other purposes than heating cannot be included in the rent for the rental property. The same applies to the cost of water consumption and cooling if the distribution of costs is based on meters. However, this does not apply to single residential rooms, where the cost of heating, water, electricity for other than heating, and cooling may be included in the rent.

At the end of the water, heating, electricity and cooling accounting year, the Landlord must submit separate accounts for the expenses incurred and amounts paid on account for the accounting period.

The accounts must be received by tenants no later than four months after the end of the accounting. However, if the heat, electricity and cooling is supplied by a public utility facility, the accounts are presented in a timely manner, if it has reached the Tenants no later than three months after the Landlord has received final settlement

from the utility facility. If the delivery is made from a public utility facility, the accounting year must follow that of the utility facility.

Heat suppliers must ensure that details of the Tenant's heat distribution meters are made available to the Tenant upon request, cf. Section 9 of the Executive Order on heat distribution meters used as a basis for the allocation of heating costs.

If the Tenant has underpaid the on account contribution, the Landlord may demand additional payment at the first rent payment, which must take place one month after the Tenant has received the individual accounts. If the additional payment exceeds three months' rent, the Tenant may decide to pay in three equal monthly instalments.

If the Tenant has overpaid on account contributions, the overpayment must be refunded to the Tenant for water, heating, electricity and cooling bills, either in cash or by deduction from the first rent payment after the bill has been sent out.

If the individual accounts arrive too late, the Landlord cannot demand additional payment after the accounts. If the accounts are not submitted within an additional two months after the above-mentioned deadlines, the Tenant may refrain from paying on account contributions until the Tenant has received the accounts and has received any overpaid contributions for the completed accounting period.

Tick the box to indicate whether the Landlord supplies electricity to the rental property. If this is not the case, the Tenant is responsible for making an agreement with an electricity supplier for its supply.

**6. To Section 7 of the lease:
Maintenance condition at move-in**

In Section 7 of the lease, the parties must tick the box to indicate whether the condition of the rental property has been or will be determined by a move-in inspection.

Landlords of residential apartments must prepare a move-in report.

The preparation must be done in collaboration with the Tenant, so that the Tenant is invited to participate in a move-in inspection in connection with the move-in.

However, Landlords who only rent out one property, including the owner of a single owner-occupied apartment or cooperative dwelling, are not obliged to organise a move-in inspection.

The Landlord's circumstances at the time when the Tenant may dispose of the rental property will determine whether the Landlord is obliged to organise an inspection. This will typically be from the beginning of the tenancy. If there is doubt as to whether the Landlord only rents out one property, the Tenant may ask the Landlord to sign a solemn declaration that they only rent out one property.

Landlords of single rooms are also not obliged to organise a move-in inspection.

The Landlord must invite the Tenant to participate in the move-in inspection.

3,88 There are no specific rules for when and how the Tenant must be summoned, but it is assumed that the Tenant is summoned with enough notice to allow the Tenant to be present. The move-in report states the condition of the rental property when moving in.

The move-in report must be submitted to the Tenant at the inspection, including in a digital document, or sent to the Tenant no later than two weeks after the inspection if the Tenant is not present at the inspection or will not acknowledge receipt of the report.

7,76 The rental property must be handed over in the same condition, unless otherwise agreed, cf. the section below on refurbishment when moving out (on interior maintenance).

It cannot be agreed that the rented property must be returned in better condition than it was when the Tenant moved in.

If the rented property is not in the condition that the Tenant is entitled to demand according to the agreement, the Tenant must claim the defect against the Landlord no later than 14 days after the start of the tenancy.

11,64 The deadline applies even if the Tenant has participated in a move-in inspection and received a move-in report before the deadline expires.

If the Landlord does not respond, the Tenant has the option to have significant defects repaired at the Landlord's expense, to demand that the Landlord pay compensation or to terminate the agreement.

15,52 The Tenant's right of objection is therefore dependent on the Tenant exercising their right of objection within 14 days of the start of the tenancy. If the Tenant has objected without the defect being rectified, the Tenant is not liable for the defect when vacating the premises.

7. To Section 8 of the lease: Maintenance

Interior maintenance.

Interior maintenance includes maintaining the apartment with whitewashing, painting, wallpapering and floor treatment.

19,40 Painting includes painting radiators and woodwork in the apartment, including doors, frames, mouldings, panels, entrance door on the interior side, and interior window frames to the edge and frame rebates.

Unless otherwise agreed, the Landlord is responsible for the interior maintenance of the rental property.

In this case, the Landlord must set aside a monthly amount in an interior maintenance account for the apartment.

23,28 The Landlord is also obliged to set aside an amount for interior maintenance for mixed tenancies, i.e. rental properties that are used for both residential and non-residential purposes. However, if the premises are located in separate physical units, only the interior maintenance of the residential part needs to be covered.

The Landlord must inform the Tenant in writing no later than three months after the end of the accounting year what amount is in the account for interior maintenance.

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3,88 The Tenant may require the Landlord to carry out interior maintenance of the rented property so often that the rented property is always in a well-maintained condition and if the costs may be paid from the amount available in the maintenance account.

When the Landlord deducts amounts from the maintenance account after maintenance work has been carried out, the Tenant must also receive a written statement of the costs incurred, stating the amount that is then available.

7,76 Without prior agreement with the Landlord, a Tenant who has had work carried out them self cannot demand payment of the balance on the interior maintenance account. The Landlord may also decide which tradesmen will carry out the work.

It may be agreed that the Tenant is responsible for interior maintenance. This means that in addition to the rent, the Tenant must cover the costs of painting, whitewashing, wallpapering, and varnishing floors in the rented property. Agreement to this effect is indicated by ticking "Tenant" in Section 8 of the contract. The Landlord may require maintenance to be carried out so often that the rented property is always in a well-maintained condition.

11,64 The Landlord or their representative has the right to gain or obtain access to the rented property when circumstances so require.

Exterior maintenance.

All other maintenance of all parts of the property and the rented premises that are not included in the interior maintenance, i.e. painting, whitewashing, wallpapering, and varnishing of floors in the rented property, is considered exterior maintenance.

15,52 Unless otherwise agreed, the Landlord is responsible for the exterior maintenance of the rental property, except for locks and keys. The Landlord must maintain the property and the rented premises. All installations for drainage and for the supply of light, gas, water, heating and cooling must be kept in a good and serviceable condition.

The Landlord must also ensure that the property and access roads to the rented premises are kept clean and lit in the usual way, just as the Landlord must keep the pavement, courtyard and other common facilities clean.

19,40 Unless otherwise agreed, the Tenant must maintain and renew locks and keys as necessary during the rental period so that they are always in good working order.

The Tenant and Landlord may agree on a different maintenance distribution, e.g. that the Tenant is responsible for maintaining and possibly renewing toilet bowls, taps, refrigerators, kitchen tables, mixer taps, windows, floors, floor covering, and similar. Agreements under which the Tenant undertakes to maintain anything other than locks and keys, must be included in Section 11 of the lease.

23,28 However, for rental properties in regulated municipalities covered by Section 19 of the Rent Act, it cannot be agreed that the Tenant assumes the Landlord's obligation for exterior maintenance. However, it may be agreed that the Tenant must maintain the garden that is part of the rented property

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3,88 If the Tenant and Landlord have agreed on such an alternative maintenance distribution, the Tenant must carry out maintenance during the rental period so often that the installations/facilities in question are always in a well-maintained condition.

— **Move-out inspection, etc.**

— Landlords who rent out more than one residential apartment at the time of vacating are obliged to organise a move-out inspection with the Tenant and prepare a move-out report in accordance with Section 187(3-5) of the Rent Act.

— **Refurbishment when moving out - interior.**

7,76 If the Landlord has the duty to carry out the interior maintenance of the rental property, the Tenant may only be required to paint, etc., if the Tenant has caused damage to the property. Consequently, the Tenant is not required to repair deterioration caused by wear and tear.

— If the Tenant has assumed the interior maintenance obligation under the agreement, the Tenant must, at the end of the tenancy, return the property in the same condition as when it was handed over. This means that before moving out, the Tenant must carry out the maintenance of ceilings, walls, floors, etc., that should have been carried out during the rental period.

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— **Refurbishment when moving out - exterior.**

— Locks and keys and any other items covered by the Tenant's external maintenance obligation under the agreement must be returned at the end of the tenancy in the same condition as when they were handed over, with the exception of deterioration due to normal wear and tear, provided that the items have been regularly maintained.

15,52 It cannot be agreed that the rented property must be returned in a better condition than it was when the Tenant moved in.

**8. To Section 10 of the lease:
Tenant representation, house rules and other information
about the rented property**

— **Resident representation.**

19,40 Resident representatives may enter into agreements with the Landlord on behalf of the other tenants in some areas, including agreements on the implementation of joint improvements to the property. In addition, special rules apply to properties with resident representation in connection with the notification of rent increases and notification of common improvements.

— **House rules.**

— It is the Landlord's responsibility to ensure that the property is generally in order. The rules for this may be written down in house rules.

23,28 If resident representatives have been elected, a residents' meeting may adopt house rules. It applies unless the Landlord has compelling reasons to oppose this.

— The Tenant must follow these rules and other reasonable instructions to ensure good housekeeping and proper use of the rented property.

— **Other information about the rented property.**

— In this section you may enter information about the rented property, e.g. practical information about the conditions in the property, etc.

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**9. To Section 11 of the lease:
Special conditions**

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All agreed upon deviations from rental legislation and the printed provisions of the lease must be listed in this section. Such agreements may result in the Tenant obtaining fewer rights or being subject to greater obligations than under the general provisions of rental legislation. The agreed special terms take precedence over the other terms of the rental agreement.

Section 11 of the contract states whether there are special conditions for rent determination that must be disclosed in the lease, including, e.g. in relation to private urban renewal and home improvement, yield calculation, agreed green urban renewal, adjustment according to net price index and free rent determination. This list is not exhaustive.

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If there is no space for the special terms under Section 11 of the contract, the terms are moved to or continued in an appendix to the lease. It is recommended that an appendix to the lease is signed separately.

Other information about the rented property that is not in the nature of special terms between the parties shall be stated in Section 10 of the contract.

11,64

— **Digital communication agreement.**

As a rule, digital communication and digital documents may be exchanged during the tenancy. However, the demand for payment, the Landlord's termination and the Tenant's objection to the Landlord's termination cannot be submitted as digital documents.

If the Tenant or Landlord is exempt from Digital Post, cf. Section 5 of the Act on Digital Post from public senders, messages during the tenancy cannot be sent as digital documents.

15,52

The Landlord or Tenant may also request, with one month's notice to the first day of a month that is not a public holiday, that messages are not given as digital documents.

— **Private urban regeneration and agreed home improvements.**

For rental properties that have been remodelled under the former Private Urban Renewal Act or Chapter 5 of the former Urban Renewal Act and where the rent increase is calculated according to the same laws, the rental agreement must explicitly state that the rental property has been remodelled under the Private Urban Renewal Act or Chapter 5 of the former Urban Renewal Act. Section 12 of the Rent Act states what information must be specified in the contract.

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— **Returns.**

If the Landlord wishes to charge a rent where the return is calculated according to Section 25(2) of the Rent Act, this must be stated in the rental agreement. Section 11(3) of the Rent Act states which information must be specified in the contract.

23,28

— **Adjustment according to the net price index.**

For rental agreements that are covered by the Landlord's decision to adjust the rent according to the net price index, cf. Section 26 of the Rent Act, and which are entered into after the Landlord has decided on such an adjustment, the lease must state that the rent is adjusted according to the net price index. Section 11(5) of the Rent Act states which information must be specified in the contract.

27,16