

Leasing Contract: Type formula B 1998

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Addressee

Stamp duty

The contract must be entered into, according to the terms prescribed by Danish legislation, which is applicable at all times. Legislation concerning the lease of regular accommodation can, as a rule, not be dispensed with via agreement between the parties.

The legislation binds the parties in a number of rights and obligations. Parties may agree on deviating from certain areas where this is allowed. It is evident from the individual provisions of the legislation where this type of preconcerted deviation is allowed.

If the parties agree on certain deviations, these deviations must be cited in §10 of the contract.

Thus, preconcerted deviation may not be cited directly in the contract text (by deleting, etc), unless the preprinted document specifically allows this.

The leasing conditions, in addition, are regulated by the regulations prescribed in the rules, maintenance regulations, house rules and description of permitted legislative counsel.

Certain terms in the preprinted document are emphasized in italics. Such terms are deviations from the normal legislation. If the parties have agreed upon the terms which are in italics in the contract, they need not be cited again in §10 of the contract.

§1 Parties and lease

Owner/ sub-letter

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Tenant(s)

.....
Membership no./ registration nr.

.....
Lease nr.

.....
Address of lease

.....
Utilization of lease

.....
Number of rooms

RESIDENCE

Area

m. squared

Area for commerce

m. squared

.....
Area with subsidy entitlement

m. squared

.....
Subsidy entitled area for commerce

m. squared

Type of lease: family residence youth residence elderly accommodation

Is the lease a single room? yes no

Permission to use: attic/ cellar locker no. garage no.

Facilities: Kitchen: own shared Bath: own shared Toilet: own shared

§2. Initiation of the lease

The lease starts:

The lease ends at the latest (for youth residence only):

§3. Payment of rent, etc.

Payment Rent etc must be paid each month at the latest on the _____ of the month
 Rent etc must be paid at the place assigned by the owner/sub-letter

The monthly rent amounts to

Rent:	kr.
Heating (on account):	kr.
Water (on account):	kr.
Electricity (on account):	kr.
TV/radio antenna contribution:	kr.
Garage rent:	kr.
Increase for legislative counsel until: _____ (date)	kr.
Other:	kr.
	kr.
Total per month:	kr.

The following has been paid in connection with the signing of the contract:

Rent for the period:	kr.
Residence fee:	kr.
or Deposit:	kr.
Cash payment for legislative counsel:	kr.
Stamp duty:	kr.
Accommodation organisation contribution (only in cooperative agency organisations):	kr.
Total:	kr.

Possible loan according to accommodation subsidy legislation, which is paid directly by the municipality to the owner/sub-letter, or any other form of subsidy may be subtracted from the total:

Accommodation loan:

or

Total payment from tenant to owner/sub-letter: kr.

§4. Payments to other parties than the owner/sub-letter

The tenant must pay the following expenses to a party other than the owner/sub-letter:

§5. Heating (including the heating of water), water and aerial/antenna

Heating
(including heating of water) The lease is heated by:
 central heating with oil district heating/natural gas
 electricity
 other:

Does the owner/sub-letter supply heating? yes no

Does the owner/sub-letter supply hot water? yes no

Consumption account for the year starts:

Are the expenses for heating and water included in the rent (only for youth accommodation)? yes no

Water Are the expenses for water included in the rent (only if the owner/sub-letter supplies the water) yes no

Will a separate water account be drawn up? yes no

Account for the years starts:

Communal aerial/antenna Does the owner/sub-letter supply TV/radio antenna? yes no

§6. Maintenance of interior

The maintenance of the interior of the lease is the responsibility of: the tenant (A-scheme) the owner/sub-letter (B-scheme)

The maintenance account has the amount of (only with the B-scheme): kr.

§7. Vacating the lease (only with the A-scheme)

Is it agreed upon that the tenant may vacate until 14 days before the termination of the lease? yes no

or

Is it agreed upon that the tenant must pay rent for a maximum of 14 days after the termination of the lease? yes no

§8. Assorted terms of agreement

Does the tenant have a right to abstain (only for mixed leases)? yes no

Has the tenant received a set of maintenance regulations? yes no

Has the tenant received a set of house rules, (including rules concerning pets)? yes no

Has the tenant received a list of permissible legislative counsellors? yes no

Has the tenant received a copy of the housing organisation's/ the self-owned institution's rules? yes no

Regular conditions of lease

Common buildings

The lease is in a common building. Common buildings are regulated by the legislation on common buildings as well as subsidised private buildings, etc, and the legislation concerning leasing of common housing. The local council supervises the building and the local board of residents, to a large degree, make decisions concerning possible disputes between the tenant and the owner/sub-letter: The total rent for each section must be set at all times, so that it is possible for the section to pay the expenses connected to the general upkeep, out of the income of the section. Such expenses may be prescribed contributions, deposits, etc.

New buildings

Residence expenses in new buildings are temporary and may be raised with 3 months warning.

Takeover of the lease

The leased area must, according to maintenance regulations, be placed at the disposal of the tenant, by the owner/sub-letter, in a decent and sound condition, from the time of the initiation of the lease. In connection with the takeover of the lease, the tenant and owner/sub-letter should together work out a report, as documentation for the condition of the lease, at the time of the takeover. The report should be signed by both parties. A copy of the report must be given to the tenant.

Any disagreement concerning possible defects of the lease at the time of the takeover should first be determined by the local board of residents, who may prescribe that the owner/sub-letter has the responsibility of repairing the defects in question.

If the tenant, as a result of defects in the lease, wishes to have the rent reduced, annul the lease or demand compensation, the tenant must report his/her planned action to the owner/sub-letter, at the latest two weeks after the initiation of the lease. This is, however, not the case if consequences of the defect may not be avoided by increased attentiveness on the side of the tenant. Disagreement concerning these factors must be determined by a court of law.

Pets

Pets, which have been obtained according to special permission or in accordance with house rules may not be removed, even if the house rules are changed at a later date, prohibiting the keeping of pets.

Giving notice

The tenant must give 3 months notice on the first working day of the month, provided it is not the day before a holiday.

The owner/sub-letter may give notice according to accommodation legislation on common buildings, for example in the event of demolition or rebuilding which involves necessary vacation of the lease or in the event of the tenant displaying unacceptable behaviour, leading to his/her necessary vacation from the lease. There are particular rules in the legislation of common buildings concerning the owner/sub-letter's notice of youth accommodation.

Annulment of the lease

The owner/sub-letter may annul the lease in accordance to the legislation concerning lease of common buildings. The lease may be annulled in the event of missing rent; if other obligated expenses are not paid at the due date; and if the lease partially or completely is wrongfully entrusted to another. When circumstances such as these persevere, despite complaints from the owner/sub-letter, or if the tenant displays unacceptable behaviour the lease may be terminated.

§10. Specific terms

Possible deviations to the usual terms of lease must be cited here

Any changes in the leasing dates must be reported to the International Secretariat and NOT to the housing society itself.

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§11. Signatures

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Date

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Date

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Owner/sub-letter

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Tenant

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Tenant

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Guardian (if applicable)

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