An Act to consolidate the Rent Act, cf. Consolidation Act No. 920 of 10 September 2004, as amended by section 1 of Act No. 371 of 24 May 2005, section 53 of Act No. 430 o 6 June 2005, section 59 of Act No. 431 of 6 June 2005, section 36 of Act No. 585 of 24 June 2005 and section 15(ii) of Act No. 606 of 24 June 2005. Act No. 575 of 24 June 2005 (section 4) and section 15(i) of Act No. 606 of 24 June 2005 have not been incorporated into this Consolidation Act, since the amendments will not come into force until, respectively, 1 January 2007, cf. section 7 of Act No. 575 of 24 June 2005, and 1 July 2010, cf. section 8(2), of Act No. 606 of 24 June 2005.

Part I

Scope of the Act

1(1) This Act shall apply to the letting, including sub-letting, of dwellings or any part thereof.

(2) The Act shall apply whether rent is payable in money or otherwise, e.g. by way of work or services rendered.

(3) The Act shall not apply to tenancy agreements concerning dwellings with all meals provided, nor to any agreement between a hotel and its guests.

(4) The Act shall also apply to the letting of unsubsidised private care homes. The provisions of section 53(2), second sentence, and Part XVI shall not apply to unsubsidised private care homes.

(5) Unsubsidised private care homes, cf. subsection (4), are previous institutional places at nursing homes and in sheltered housing that were comprised by section 140 of the Act on Social Services at 31 December 2002, and which the municipal council has converted into unsubsidised private care homes.

2(1) The Act shall not apply where the tenancy is otherwise covered by special statutory provisions.

(2) The Act shall not apply to a tenancy arising under the terms of state employment or employment in a state-subsidised institution, and where the terms of employment, such as remuneration, have been approved by the State. Nor shall the Act apply to any tenancy arising under the terms of employment under a county authority, municipal authority or independent institution with which a county authority or municipal authority has made an operating agreement, and where the terms of employment, such as remuneration, have been approved by the Pay Board.

(3) The Act shall not apply to dwellings covered by section 1 of the Act on the Rent of Social Dwellings.

(4) The Act shall not apply to tenancies covered by the Business Rent Act.

3 The provisions of the Act pertaining to flats shall also apply where any part of a flat is let for non-residential purposes. Provided always that sections 47-53 and 59 shall not apply to premises covered by section 1(2) of the Business Rent Act. The provisions of Part VIII shall not apply to premises covered by section 1(2) of the Act on Business Rent Adjustment etc.

Part II

Tenancy agreement

4(1) A tenancy agreement and any other agreements concerning the premises shall be executed in writing if either party so demands.

(2) Where the landlord and tenant or the landlord and residents' representatives wish to enable one another to exchange digital documents that can be made readable by conversion into characters and stored on permanent

media, in cases where this Act or the Act on Temporary Regulation of Housing Conditions, Parts II-V, lays down a requirement for written agreements, or where the Act prescribes a notice obligation between the parties that cannot be appropriately fulfilled other than in writing, the parties shall enter into an agreement to this effect. Such agreement can be terminated without notice at any time. The parties may not agree to give the notices required pursuant to section 87 and section 93(2) as digital documents.

(3) A tenancy agreement shall be deemed to have been concluded subject to the provisions of the Act unless otherwise provided in the agreement.

(4) Where the amount of rent payable has not been agreed, it shall be deemed to amount to a reasonable sum, having regard to the value of the premises, cf. section 47(2) or section 47a.

(5) Where the landlord wishes to charge rent based on a return calculated pursuant to section 9(2) of the Act on Temporary Regulation of Housing Conditions, it shall appear from the tenancy agreement when the agreed rent was last determined pursuant to section 7 of the Act on Temporary Regulation of Housing Conditions, and the agreement shall provide an estimate of the maximum amount of rent that may be charged for the tenancy at the time of concluding the tenancy agreement. It shall moreover appear whether the agreed rent has been reduced pursuant to section 7(2) of the Act on Temporary Regulation of Housing Conditions.

(6) For premises used for non-residential purposes only, the tenancy agreement shall state specifically all or any expenses concerning the premises, other than the rent, payable by the tenant. This shall not apply to any expenses which are not known at the time of the agreement. The estimated amount of each of the said expenses shall be listed. Any expenses not listed in the tenancy agreement shall not be chargeable by the landlord.

(7) In respect of the premises described in subsection (4) hereof, the tenancy agreement shall specifically state any non-fuel expenses included in the heating accounts. The third and fourth sentences of subsection (4) hereof shall apply, correspondingly.

4a(1) For premises rebuilt under the former Act on Private Urban Renewal, cf. Consolidation Act No. 49 of 1 February 1996 as amended, or under Part 5 of the former Act on Urban Renewal, cf. Consolidation Act No. 260 of 7 April 2003, and where rent increases are calculated under the same Acts, the tenancy agreement shall specifically state that the premises have been rebuilt in pursuance of the Act on Private Urban Renewal or of Part 5 of the Act on Urban Renewal. If subsidies are granted under the said Acts for the purpose of reducing the rent increase for the premises, the agreement shall specify the relevant amounts of such subsidies for the individual payment dates throughout the subsidised period.

(2) Where the landlord fails to set out the particulars listed in subsection (1) hereof, in full or in part, the landlord is not entitled to charge rent increases under the special provisions of the Act on Private Urban Renewal or Part 5 of the Act on Urban Renewal. If a rent increase has been charged, notwithstanding that the particulars had not been given, the tenant may claim repayment of such increase. Section 6(3), second and third sentences shall apply, correspondingly.

5(1) Where a tenancy agreement is drafted on a preprinted form, any provisions imposing more onerous obligations or conferring less extensive rights on the tenant than those provided for by this Act shall not be valid unless it is stressed out.

(2) Tenancy agreements concerning flats or rooms shall not be drafted on preprinted forms unless such forms have been authorised by agreement between national organisations of owners' associations and tenants' associations or by the Minister for Social Affairs. Where an unauthorised form is used, any provisions imposing more onerous obligations or conferring less extensive rights on the tenant than those provided for by this Act, shall be void. Subject to consultation with national organisations of owners' associations and tenants' associations respectively, the Minister for Social Affairs is authorised to lay down rules governing the drafting of authorised standard tenancy agreement forms.

(3) The provisions set out in subsections (1) and (2) hereof shall also apply to other written tenancy agreements containing identical terms for several tenants in the same property, where such agreements appear to the tenant to be standard-form agreements.

6(1) In connection with the letting of premises for residential purposes, the provision of such tenancies or the exchange of flats, it is not permitted to receive or charge a fine from the tenant, nor to require the tenant to enter into another contract which is not part of the tenancy agreement.

(2) The provision of subsection (1) hereof shall not cover consideration for the assignment of a shop or for arranging such assignment.

(3) Any amount paid in contravention of subsection (1) hereof may be required to be repaid. Such amount shall carry interest from the due date for payment at an annual rate fixed under section 5(1) and (2) of the Act on Interest on Overdue Payments etc. In exceptional cases, the housing tribunal may direct that a higher or lower rate of interest shall be payable.

(4) Any breach of subsection (1) hereof shall be punishable by a fine or imprisonment of up to four months, unless a higher sentence is otherwise provided for by statute.

(5) Companies etc. (legal persons) may incur criminal liability subject to the rules laid down in Part 5 of the Criminal Code.

7(1) Tenants' rights under the provisions of this Act have validity without registration. The same shall apply to agreements providing for advance payment of rent, premium, deposit, etc., where the aggregate of such amounts does not exceed six months' rent. On termination of the tenancy, any proceedings to enforce the tenant's claims under the first and second sentences hereof shall be commenced within 12 months from the date of termination.

(2) Where a tenant acquires more extensive rights by agreement, e.g. contractual security of tenure, a right of assignment or a right to compensation upon vacation under section 63, below, the tenant may demand registration of such agreement. The agreement so registered shall be subject to the largest possible public loans and any other charges and encumbrances on the register at the time of application for registration of the said agreement.

(3) Where the owner fails to register the agreement within one week from the tenant's demand for registration, the tenant is entitled to register the agreement.

(4) Upon termination of the tenancy, the tenant shall cause the registered agreement to be removed from the register. Where the tenant fails to remove the agreement within one week from being required by the landlord to do so, the landlord is entitled to cause the agreement to be removed from the register.

8 The provisions of sections 4-6 and 7(1) and (3) shall not be derogated from by agreement to the tenant's detriment.

Part III

Defective premises

9(1) As from the agreed commencement of the tenancy and throughout the term thereof, the landlord shall make the premises available to the tenant in a reasonable state of repair and condition. As at the date of possession the premises shall be clean, window panes shall be intact, and all external doors shall be provided with locks in good working order and fitting keys.

(2) If the landlord makes an inspection round of a flat with the tenant at the time of possession, the landlord shall, in properties with residents' representation, give the residents' representatives a reasonable length of prior written notice of such inspection. Where a possession report is prepared following the inspection round, copies thereof shall be submitted to the residents' representatives and to the tenant.

(3) Subject to consultation with national bodies of houseowners' associations and tenants' associations, the Minister for Social Affairs is authorised to lay down rules governing the drafting of standard forms for possession reports.

10(1) Where the premises have not been completed at the time of the tenancy agreement, and where the date of possession has not been agreed upon, the tenant may terminate the agreement at any time until possession.

(2) Where the former tenant has not vacated the premises by the agreed date of possession, the tenant is entitled to claim a proportionate reduction of the rent for the period during which he is not given vacant possession of the premises or any part thereof. Unless the situation is remedied without undue delay upon notification of the landlord, the tenant may terminate the tenancy agreement without notice. In addition, he may claim damages unless the landlord shows that the delay was beyond his control.

11(1) Where the premises are not in such a state of repair and condition at the time of possession or during the continuance of the tenancy agreement as the tenant is entitled to expect due to the nature of the legal relationship with the landlord, and where the landlord fails to remedy the defect upon being given notice requiring such remedy, the tenant may remedy the defect at the landlord's expense. Where the defect relates to the supply of light, gas, heating, cooling, etc., to the premises, the tenant may gain access to the installations with assistance from the bailiff in order to remedy the defect.

(2) The tenant may claim a proportionate reduction of the rent for any period during which a defect reduces the value of the premises to the tenant.

12(1) Where the premises are defective as described in section 11, above, and where the landlord fails to repair the effect immediately, or where it cannot be repaired within a reasonable time, the tenant may terminate the agreement without notice if the defect is deemed to be material, and the landlord is deemed to have acted fraudulently.

(2) Where the defect has been repaired before the tenant terminates the agreement, the tenant may not subsequently rely on the defect as a ground for termination.

13 The tenant may claim damages where, at the time of the agreement, the premises did not contain certain qualities which must be assumed to be warranted, or where the landlord has acted fraudulently. The same shall apply where the premises are subsequently damaged due to the landlord's negligence, or where any other obstacle or impediment to the tenant's right of use arises on grounds for which the landlord is responsible.

14 Where the premises are defective at the commencement of the tenancy, the tenant shall give the landlord notice, within two weeks from the commencement date, of his intention to rely on the defect, to prevent the lapse of that right. Provided always that this shall not apply where the defect is not ascertainable when exercising reasonable care, or where the landlord has acted fraudulently.

15(1) Where the use of the premises is wholly or partly contrary to legislation, other government rules or regulations, easements, covenants or other interests affecting the property in force at the time of the agreement, the tenant may claim a proportionate reduction of the rent as well as damages. In addition, the tenant may terminate the agreement where the use is being significantly restricted, or where the landlord has acted fraudulently.

(2) Subsection (1) hereof shall not apply where the tenant knew that the use of the premises was wrongful, nor where any ignorance thereof is due to gross negligence on the tenant's part. Also, subsection (1) shall not apply where the wrongful use has not caused restrictions in the tenant's right of use, and the landlord repairs the defect upon demand.

(3) The provision of section 14, above, shall apply to the defects listed in subsection (1) hereof.

16(1) Where a tenancy is terminated prematurely owing to other interests in the property - apart from the cases listed in section 15, above, - the tenant may claim damages from the landlord.

(2) Where the tenancy is terminated prematurely due to an order issued by public authorities prohibiting the use by the tenant on grounds of health etc., the tenant is only required to pay rent until the effective date of the prohibition. If the prohibition only restricts the use in a non-material way, the tenant may claim a proportionate reduction of the rent.

17 In case of destruction of the premises by fire or accident, the agreement shall lapse.

18 The provisions of sections 10-17, above, shall not be derogated from by agreement to the tenant's detriment.

Part IV

Maintenance

19(1) The landlord shall keep the property and the premises in proper repair. All installations for drainage, supplies of light, gas, water, heating and cooling shall be maintained in a good and serviceable repair.

(2) Papering, painting, plastering or other repairs occasioned by deterioration due to wear and tear shall be carried out as often as necessary in view of the character of the property and the premises, but see section 22, below.

(3) The landlord shall likewise be responsible for keeping the premises clean and for property lighting for the property and the means of access to the premises; also, the landlord shall be responsible for keeping pavement, courtyard and other communal facilities clean.

20 During the term of the tenancy the tenant shall maintain and, where required, replace locks and keys.

21 When a flat is let for residential purposes alone, the landlord's duty to maintain the flat by whitewashing, painting and papering shall be deemed to be discharged upon payment from time to time by the landlord of the necessary amounts as specified in sections 22 and 23, below.

22(1) Each accounting year the landlord shall deposit DKK 29.00 per square metre gross floor area on a maintenance account in respect of the flat. The amounts shall be deposited each month by one-twelfth. The amount set out in the first sentence is calculated in 1994 figures and shall be adjusted once a year by 2.0 % plus an adjustment percentage for the current financial year, cf. the Rate Adjustment Percentage Act. For 1998 and onwards the amount under the first sentence shall instead be adjusted according to the movements in the net retail price index of Statistics Denmark over a 12-month period ending in June of the year prior to the financial year to which the adjustment relates. The amount shall be rounded to the nearest full amount.

(2) Where the tenant has agreed to assume responsibility in part for maintaining papering, whitewashing and painting, the amount to be deposited on the maintenance account shall be reduced accordingly.

(3) When the landlord has paid the cost of whitewashing, painting and papering and any other maintenance and repairs as provided for under section 23(2), below, he may deduct the said cost from the maintenance account. At the same time, he shall submit to the tenant a written statement of the amounts so paid and of any balance available. The tenant may demand documentation of all maintenance costs incurred.

(4) Within 3 months from the end of each accounting year the landlord shall submit to the tenant a written statement of the current balance available for maintenance and repair works. Any negative balance shall not be carried forward.

(5) Where the landlord fails to comply with a request for accounts and vouchers for the past 5 years to be presented by a specific date, the tenant may demand that the presumption be established that the balance on the account represents the amounts deposited during the relevant period without deductions of any maintenance costs incurred.

23(1) The tenant may require the landlord to whitewash, paint and paper the flat as and when required, and any costs incidental thereto may be paid out of the balance available on the maintenance account.

(2) The tenant may further require that any balance on the maintenance account exceeding an amount corresponding to total deposits over the past 3 years, be applied for other reasonable and appropriate maintenance and repair works to the flat. Provided always that the flat shall at all times appear in good repair and condition in respect of whitewashing, painting and papering.

(3) Where either party terminates the tenancy agreement by prior notice, the tenant is not entitled to require the landlord to act as specified in subsections (1) and (2) hereof.

(4) In case of re-letting, the maintenance account shall be carried on, and the landlord shall notify the new tenant of the balance available for maintenance and repairs at the commencement of the new tenancy.

(5) In case of a change of ownership, the new landlord shall assume the repairing obligations and shall carry on the maintenance account.

24 The provisions of sections 21-23, above, shall not be derogated from by agreement to the tenant's detriment, except for any agreement on the tenant's assumption of the repairing obligations.

Part V

Tenant's use of premises

25(1) The tenant shall use the premises in a proper and reasonable manner.

(2) The tenant shall be liable for any damage caused by improper conduct on his part, by any member of his household or by any third party he has admitted to the premises.

(3) The tenant shall notify the landlord immediately of any damage requiring urgent remedy. Any other damage shall be notified without undue delay.

26(1) The tenant shall not use the premises for any purpose not agreed upon without the landlord's consent.

(2) The tenant shall not allow any third party who is not a member of his household to use the premises or any part thereof without the landlord's consent, but see sections 69 and 70, below.

27(1) The landlord shall ensure that there is peace and order in the property and, if necessary, terminate the tenancy agreement without notice in the cases mentioned in section 93(1)(g)-(i) and (l).

(2) The tenant shall observe the general rules and regulations applicable to the property and shall comply with any other reasonable directions intended to preserve the state of repair and proper use of the premises, cf. section 79a.

(3) The tenant shall ensure that the duties imposed on him under subsection (2) hereof shall likewise be observed by persons under his control as specified in section 25, above.

28 The tenant shall not without the landlord’s consent alter the premises or place any objects or devices other than those specified in sections 29 and 30, below.

29(1) The tenant is entitled to carry out ordinary installations on the premises unless the landlord proves that the property does not have sufficient electricity and drainage capacity for the installation in question. The tenant shall notify the landlord prior to any such installation.

(2) The tenant is entitled to place radio and television antennas on the property according to the landlord's instructions for the reception of radio and television programmes, but see subsection (3) hereof. Likewise, the tenant is entitled to establish a cable connection for the supply of radio and television programmes or access to electronic communication services for the property if the option for connection to cable TV or a similar shared network is available in the area. If several tenants wish to establish the same programme package or access to electronic communication services, they may decide to install the antenna or provide access to electronic communication services by way of a shared system.

(3) The tenant's right under subsection (2) hereof shall not apply where the landlord proves that the positioning would damage the property or the tenants. Also, the right shall not apply where the tenant may have access to a desired programme either by way of the landlord's common television supply or through a shared antenna system established by the tenants.

(4) Where the tenant places an antenna on the property, the landlord may require the tenant to pay a reasonable deposit by way of security for the cost of removing the antenna and reinstating the premises upon vacation by the tenant, cf. subsection (7) hereof.

(5) If several tenants wish to establish a shared antenna in property under subsection (2) hereof, the landlord may require the tenants in question to form an antenna society to be in charge of the establishment and operation of the

shared antenna system. The society must have an executive board. The board must notify the landlord of the identities of its members, so that the landlord may refer any questions concerning the system to the members of the board, thereby discharging any liability. The antenna society shall be liable for any damage caused by the system. The by-laws shall provide for a liability insurance to be taken out in addition to an insurance against loss or damage to the system as well as for the society to pay the cost of removal of the system and reinstatement upon discontinuance. The landlord may require the society to pay a reasonable deposit by way of security for the cost of removal and reinstatement.

(6) In case of material non-compliance with the duties listed in subsection (5) hereof, the landlord may require the removal of the shared antenna system and reinstatement.

(7) Subsections (5) and (6) shall apply, correspondingly, to the tenants' establishment of shared applications with access to electronic communication services.

(8) If the tenant has affixed his own antenna or been connected to a shared antenna system under subsection (2) hereof, the landlord may require removal of the tenant's antenna and reinstatement upon the tenant's vacation of the premises.

(9) The tenant of a flat or a room for all-year accommodation is entitled to install aids etc. under the provisions of section 102 of the Act on Social Services if the municipal authority guarantees the payment of reinstatement costs upon vacation. The tenant shall notify the landlord prior to any such installation.

(10) The tenant shall be liable for any damage caused by any such installation. The landlord may require the tenant to provide adequate security for such liability, either by way of insurance or otherwise.

30(1) The tenant is entitled to affix signs to walls, doors and windows forming part of the premises, according to customary practices within the relevant line of business and to the character of the property. In addition, the tenant is entitled to place any customary sunblinds, display cases, vending machines, goods, etc., in or on the premises.

(2) The tenant of a shop or bar shall keep the business open and in proper operation during normal business hours. Tenants of shops in shopping centres are not required to stay open after 8 p.m. on Mondays to Fridays, or between 5 p.m. on Saturdays and 6 a.m. on Mondays. Unless otherwise agreed in leases concluded before 1 July 2001, tenants of shops in shopping centres are not required in the period from 1 July 2005 to 1 July 2010 to stay open more than nine Sundays annually, of which four Sundays must be in the period from 1 July to 1 September and one Sunday must be the last Sunday before 24 December.

31 The provisions of sections 29 and 30(2), second sentence, shall not be derogated from to the tenant's detriment.

Part VI

Payment of rent

32 The landlord shall designate a place of payment. Where no such place has been designated, rent shall be payable at the landlord's address in Denmark. Payment into a bank shall be deemed to constitute payment at the designated place of payment.

33(1) The rent may be required to be paid on the first day of every month.

(2) Where the rent is calculated for a shorter period than a month, it may be required to be paid in advance of the period to which it relates.

(3) Where the due date for payment falls on a public holiday, a Saturday or the Danish Constitution day, the due date shall be deferred to the next following weekday. Payment shall be deemed to be punctual if made on or before the third weekday after the due date. It that weekday is a Saturday, payment on the following weekday shall be punctual.

(4) Rent for flats and rooms shall not be required to be paid for more than three months at a time. Rent for unsubsidised private care homes shall not be required to be paid for more than one month at a time

(5) In case of termination by prior notice or expiry of a fixed-term tenancy, the tenant shall only be liable to pay rent for the period until termination.

34(1) In residential tenancies concerning flats and rooms the landlord may demand payment of a deposit corresponding to up to three months' rent at the commencement of the tenancy. The amount shall be held as security for the tenant's obligations upon vacation. At the commencement of the tenancy the landlord may further demand advance payment of rent for a period of up to three months. For the purpose of this section, advance payment of rent means the amount held to the landlord's credit immediately prior to the agreed payment dates. Such deposit shall constitute a money liability as between the parties, cf. section 93(1)(a).

(2) The rent assessment committee may permit derogation from subsection (1) hereof subject to the provision of adequate security for any repayment claims raised by the tenant, cf. section 7(1), second sentence.

(3) In case of rent increases, an adjustment of deposit and advance payment of rent may be required. Adjustment in respect of the said amounts may be charged in equal monthly instalments over the same number of months as the proportion between the amount and the rent at the commencement of the tenancy.

(4) Any adjustment of deposit and advance payment of rent under subsection (3) hereof shall constitute a money liability as between the parties, cf. section 93(1)(a).

(5) The landlord may not demand advance payment of rent for tenancies of unsubsidised private care homes.

35 The provisions of sections 32, 33(3)-(5) and 34 shall not be derogated from by agreement to the tenant's detriment.

Part VII

Payment for heat etc.

36(1) Where the landlord supplies heat and hot water, etc., as listed in subsection (2) hereof, the landlord may claim reimbursement of costs incurred in respect of the tenant's consumption and a proportionate share of other costs. Such costs shall not be included in the rent.

(2) The landlord may include in the heating and hot water accounts only the cost of fuel consumption during the heating period. Where supplies are provided from a common heat supply system, the landlord shall include the total cost in the heating and hot water accounts. Also, the cost of energy labelling and the cost of monitoring, inspecting and maintaining technical installations, cf. the Act to Promote Energy Savings in Buildings, shall be included in the heating and hot water accounts. Any discounts etc. shall be credited in the accounts.

(3) The tenant's contributions under subsection (1) hereof shall constitute a money liability as between the parties, cf. section 93(1)(a), below.

37(1) The apportionment of costs as between tenants shall be subject to the landlord's directions based on customary calculation rules, either according to suitable heat distribution meters or according to gross floor area or volume and - concerning supply of hot water - according to the number and category of hot-water taps and the number of rooms.
(2) Where heating costs are apportioned by gross floor area or volume, the residents' representatives or a majority of tenants may require the future apportionment to be undertaken on the basis of heat distribution meters.
(3) Where heating costs are apportioned by gross floor area or volume, the landlord may require the future apportionment to be undertaken on the basis of heat distribution meters.
(4) Any costs due to altered heat distribution under subsections (2) and (3) hereof shall be deemed to constitute improvement costs.
(5) All decisions under subsections (2) and (3) hereof may be implemented at 6 weeks' notice expiring at the beginning of a heating accounting period.
38(1) Subject to 6 months' notice expiring on a payment date, the landlord may require the tenant to pay a charge on account towards the tenant's share of the costs incidental to the heating of the property and the supply of hot water to the property where such costs are included in the rent. Subject to the same length of notice, the landlord may demand an increase of current on account charges.
(2) Charges shall be payable in equal instalments in connection with the regular payments of rent.
(3) The total amount of charges for a year shall not exceed the anticipated level of costs assessed for the heating accounting period.
39(1) The heating accounting year shall begin on 1 June, but see subsection (3) hereof.
(2) Subject to 6 weeks' notice the landlord may direct that in future heating accounts shall be closed on another date. At the transfer to another accounting year, the accounting period shall not exceed 18 months.
(3) For properties supplied from a common heat supply system, the heating accounting year shall coincide with that of the heat supply system.
40(1) The accounts concerning the heating and hot water supply for the property during the heating accounting year must reach the tenants within 4 months from the end of the heating accounting year. Where supplies are provided by a common heating system, the accounts must reach the tenants within 3 months from the landlord's receipt of final payment for heating and hot water consumption from the heat-supply system. The accounts shall specify the tenants' respective proportions of total heating costs and the tenants' objection rights, cf. subsection (3) hereof. The accounts shall further specify the date on which the landlord must receive the final payment under the second sentence hereof. In the absence of such specifications, the accounts shall be void.
(2) When the heating accounts have been circulated, the landlord shall upon demand from the tenant permit the tenant or his agent to enter upon the property for the purpose of reviewing the vouchers or to review the said vouchers elsewhere in the local urban area.
(3) The tenant may object to the heating accounts within 6 weeks from receipt thereof. In properties with residents' representatives, such representatives may object to the accounts on behalf of all tenants, cf. the first sentence hereof. Any such objection shall specify the items which cannot be accepted. If he insists on the claim in

accordance with the heating accounts, the landlord shall then bring the matter before the rent assessment committee within 6 weeks from the expiry of the time limit applicable to objections by tenants.

41(1) Where the contributions paid on account by the tenant are insufficient, the landlord may claim payment of a supplement on the first rent payment date, i.e. 1 month after the tenant's receipt of the accounts. Provided that, where the supplement exceeds 3 months' rent, the tenant may pay the amount in three equal monthly instalments, the first such instalment falling due on the fixed date of payment of the supplement. If the tenant vacates the dwelling, any such supplement shall be payable on or before the date of vacation.

(2) Where the heating contributions paid by the tenant exceed consumption, the excess shall be repaid to the tenant in cash or be deducted from the first rent payment following the circulation of the heating accounts.

42(1) Where the accounts have not reached the tenant by the expiry of the time limit stipulated in section 40(1), above, the landlord shall forfeit his right to claim payment of a supplement by the tenant.

(2) Where the accounts are not submitted within 2 months from the expiry of the time limit stipulated in subsection (1) hereof, the tenant may withhold payment of heating contributions until the accounts and any excess contribution for the completed accounting period have been received.

43(1) Where the landlord has failed to enter an expense on the accounts due to an excusable error, the landlord may in the subsequent accounts transfer any part of the entry which does not exceed 10% of the total expenditure in the accounts first closed. The landlord shall give tenants notice of the amount of any such expenditure transferred.

(2) In case of an erroneous apportionment of expenditure as between the tenants, the landlord shall correct such error forthwith by written notice to the tenants. The provisions of section 41, above, shall apply, correspondingly, to any supplementary payments and repayments due to the correction.

44 Where the cost of heating and hot water supply is included in the rent, in full or in part, fuel expenses shall be paid separately with effect from the heating accounting year beginning after the end of June 1982. The rent shall be reduced by an amount corresponding to the fuel expenses in the preceding accounting year.

45(1) For other supplies from the landlord for heating purposes, including gas and electricity, the provisions of 36-44 shall apply, correspondingly.

(2) The provisions of section 37(2), (4) and (5) shall further apply in relation to electricity meters if the landlord is supplying electricity for non-heating purposes.

(3) Notwithstanding subsections (1) and (2) hereof, the landlord may require the tenant to pay electricity charges on the basis of meters directly to the electricity company in future. Any such change shall be effected subject to 6 months' notice. For electricity supplies for heating purposes the change may be effected subject to 6 weeks' notice expiring at the beginning of a heat accounting year.

(4) Where electricity supplies for a property for which the landlord is responsible for supplying electricity are interrupted due to nonpayment by the landlord, and where the landlord fails to remedy the default forthwith upon notice requiring such remedy, cf. section 11(1), above, the municipal authority shall ensure that supplies are resumed at the landlord's expense at the request of a tenant of a flat.

(5) Any disbursements by the municipal authority, including payment of any arrears, shall carry interest at the statutory rate fixed under section 5(1) and (2) of the Act on Interest on overdue payments etc. from the date of payment by the authority. The municipal authority may impose a charge of DKK 100 plus 2.0% of any amount due in excess of DKK 1,000. The amount set out in the second sentence hereof is calculated in 1994 figures and shall be adjusted once a year by 2.0% plus a rate adjustment percentage for the current financial year, cf. the Rate Adjustment Percentage Act. As from 1998 the amount will be adjusted by the movements on the net retail price index issued by Statistics Denmark over a 12-month-period ending in June of the year before the financial year to which the adjustment relates. The amount shall be rounded to the nearest full amount.

(6) Any amount under subsection (5) hereof shall enjoy the same preferences in respect of the property as property taxes. The amounts may be collected subject to the rules governing the collection of property taxes.

46(1) The provisions of section 36(1) and (2) shall only be derogated from by tenancy agreements pertaining to non-residential premises, but see subsection (2) hereof.

(2) Section 36(1), second sentence, shall not apply to tenancy agreements pertaining to flats reserved for students or other young persons in properties owned by social housing organisations, independent institutions, foundations, etc., whose articles, trust documents, etc., have been approved by public authorities, nor to tenancy agreements pertaining to separate rooms let for residential purposes. Provided always that the first sentence hereof shall not apply where the tenancy in question is covered by an obligation of separately metered heat distribution in respect of the property.

(3) The provisions of sections 38(3) and 40-43 shall apply notwithstanding any previous agreement to the contrary.

(4) Decisions under section 37(2) or (3) shall be binding on all tenants notwithstanding any agreements to the contrary.

(5) The provision of 39(3) shall not be derogated from by agreement.

(6) Any variations of the payment terms for electricity under section 45(3) shall apply notwithstanding any agreement to the contrary.

46a(1) Where an approved energy consultant has carried out energy labelling, cf. the Act to Promote Energy Savings in Buildings, the landlord shall give the tenants notice thereof and shall if so required by a tenant give the said tenant or his agent access to review the material and any appendices thereto.

(2) The residents' representatives or a majority of tenants may propose that any works specified in an energy plan in pursuance of the Act to Promote Energy Savings in Buildings should be implemented, while at the same time suggesting possible sources of funds and payment of operating costs incidental to the implementation of such works.

(3) Where the landlord is supplying heat and hot water, and where the costs of such supplies exceed half of the rent for the period in question according to the latest heating accounts for a year, the residents' representatives or a majority of tenants may demand that the works relating to heat and hot water specified in an energy plan, cf. the Act to Promote Energy Savings in Buildings, be undertaken in whole or in part. In the absence of energy labelling and the related energy plan, cf. the Act to Promote Energy Savings in Buildings, tenants may in a situation to

which the first sentence hereof applies demand that the landlord shall carry out such energy labelling. It is a condition that residents' representatives or a majority of tenants at the same time consent to a rent increase covering all costs incidental to such works, cf. section 58(3), below.

46b(1) Where a landlord who is required to supply heat and hot water, cf. section 36, above, fails to supply the property with energy for heating purposes, and where the landlord fails to remedy such failure forthwith upon receiving notice requiring such remedy, cf. section 11(1) above, the municipal authority shall at the request of any tenant of a flat supply the property with energy for heating purposes at the landlord's expense.

(2) Any amount disbursed by the municipal authority shall carry interest at the rate stipulated in section 5(1) and (2) of the Act on Interest on Overdue Payments etc., from the date of payment by the municipal authority. The municipal authority may charge an amount of DKK 100 plus 2% of any amount owed in excess of DKK 1,000. The amount specified in the second sentence hereof is calculated at 1994 figures and shall be adjusted once a year by 2.0% plus an adjustment percentage for the current financial year, cf. the Rate Adjustment Percentage Act. As from 1998, the amount set out in the first sentence hereof shall instead be adjusted according to the movements in the net retail price index published by Statistics Denmark over a 12-month-period ending in June of the year preceding the financial year to which the adjustment relates. The amount shall be rounded to the nearest full amount.

(3) Any amount under subsection (2) hereof shall enjoy the same preference in respect of the property as property taxes. The amounts may be charged in pursuance of the rules applicable to the collection of property taxes.

Part VII A

Tenant's payment for shared antennas and access to electronic communication services, etc.

46c(1) Where the property is equipped with a shared antenna system for receiving radio and television signals, or where the property is receiving programmes from external sources, the landlord may demand reimbursement of all necessary and reasonable costs incidental to the establishment and improvement, cf. subsection (2) hereof, and the operation thereof, including administration costs. The same shall apply to the property's access to electronic communication services. Such costs shall be apportioned in equal shares to the tenancies in the property which, by agreement with the tenants, are required to contribute to the shared antenna system or the shared access to electronic communication services. In properties where tenants have opted for individual selections of programmes or electronic communication services, the individual tenant shall only pay for the programmes or electronic communication services available to him. Such costs shall not be included in the rent.

(2) Where the landlord has established or improved the programme supply or access to electronic communication services for the property according to agreement with the tenant, the landlord may demand reimbursement from the tenant of the reasonable costs incurred in connection with such establishment and improvement. The landlord may claim a suitable rate of interest and depreciation in respect of such costs. Maintenance costs of shared antenna systems or shared access to electronic communication services cannot be deducted from the accounts for external maintenance, cf. sections 18 and 18b of the Act on Temporary Regulation of Housing Conditions. No rent increase shall be charged under section 58, below, on account of establishment or improvement of shared antennas.

(3) The tenant's contribution to the costs set out in subsection (1) hereof shall constitute a financial liability as between the landlord and tenant, cf. section 93(1)(a), below.

46d(1) Where the landlord provides common programme signals or shared access to electronic communication services for the property, the landlord may - notwithstanding any agreement to the contrary - give the tenant 6 months' notice of termination of such signals or access.

(2) Where the landlord has grossly neglected his duties pertaining to the administration of the shared antenna system or the shared access to electronic communication services, etc., the tenant may be relieved of any future obligation to receive the programme signals or the shared access to electronic communication services supplied by the landlord.

46e(1) The rent assessment committee shall resolve any dispute between the tenant and the landlord concerning sections 46c and 46d, above.

(2) At the tenant's request, the rent assessment committee shall determine whether the amounts charged by the landlord exceed those permitted under section 46c(1), above. If the rent assessment committee decides that the landlord has charged excessive amounts, the tenant may claim repayment of such excess amounts paid. Section 6(3), second and third sentences, shall apply, correspondingly.

46f(1) The provisions of section 46c, above, shall not be derogated from by agreement to the tenant's detriment. The provisions of sections 46d and 46e shall not be derogated from by agreement.

46g, 46h and **46i** (Repealed).

Part VII B

Expenditure for water etc.

46j(1) Where the landlord supplies water, the residents' representatives or a majority of tenants may claim that the apportionment of water costs should in future be based on meters. Payment for water according to meters shall not be included in the rent. The landlord may claim reimbursement of his expenses for the tenant's consumption.

(2) In the water accounts the landlord may include all costs incidental to the payment for water, including water and water distribution costs. The water accounting year shall be fixed so as to correspond to the basis of settlement vis-à-vis the municipal authority or the waterworks. Provided always that the landlord may decide that the water accounting period shall coincide with the heating accounting year, cf. section 39, above. Any discounts etc. shall be credited to the accounts.

(3) Costs incidental to the transition to payment for water according to meter level as provided by subsection (1) hereof shall be deemed to constitute improvements.

(4) Decisions under subsection (1) may be implemented at 6 weeks' notice and with such period as must be considered reasonable in proportion to the full extent of improvements. At the same time the rent shall be reduced by an amount corresponding to the water costs during the latest accounting year.

(5) The landlord may object to the implementation of a decision under subsection (1) hereof where the landlord can show that such implementation cannot be considered reasonable or appropriate.

(6) The tenant's contribution under subsection (1) hereof shall be a financial liability as between the landlord and the tenant, cf. section 93(1)(a), below.

46k(1) The landlord may demand - by giving 6 months' notice expiring on any one payment date - that the tenant shall pay a contribution on account towards the tenant's share of the costs of water where such costs are not included in the rent. Subject to the same length of notice, the landlord may demand an increase of current contributions on account.

(2) Contributions shall be payable in equal shares with the ordinary rent.

(3) Total contributions for one year shall not exceed the costs expected to be assessed for the water accounting period.

46l(1) The water accounts must reach tenants within 3 months from the landlord's receipt of the final statement in respect of water supplies from the municipal authority or the waterworks. If the water accounting period coincides with the heating accounting period, the water accounts shall be submitted with the heating accounts. The accounts must contain a statement of the individual tenant's share of the total cost of water and of the tenant's rights of objection, cf. subsection (3). The accounts must further state the date of the landlord's receipt of the final statement provided for in the first sentence hereof. Any accounts not containing the said information shall be void.

(2) When the water accounts have been submitted, the landlord shall on demand by the tenant or his agent admit the tenant or his agent to the property for the purpose of reviewing vouchers on the property or elsewhere in the urban area.

(3) The tenant may object in writing to the water accounts within 6 weeks from the date of receipt. In properties with residents' representation, the representatives may object to the water accounts on behalf of all tenants, cf. the first sentence hereof. The objection shall specify the unacceptable items. Subsequently, the landlord shall bring the matter before the rent assessment committee within 6 weeks from the expiry of the time limit applicable to tenants if the landlord insists on the claim in accordance with the water accounts.

46m(1) Where the contribution paid on account by the tenant is too low, the landlord may claim payment of a supplement with the first rent payable one month after the tenant's receipt of the accounts. If the tenant vacates the premises, any such supplement shall be payable on the date of vacation.

(2) Where the contribution paid on account by the tenant is too high, the excess amount shall be refunded to the tenant in cash or be deducted from the first payment of rent following submission of the water accounts.

46n(1) If the tenant does not receive the accounts within the time stipulated in section 46l, above, the landlord shall forfeit the claim for payment of a supplement from the tenant.

(2) Where the accounts are not submitted within two months after the time limit referred to in subsection (1) hereof, the tenant may defer payment of water contributions until he receives the accounts and any excess amount of water contribution for the water accounting period then completed.

46o(1) Where, due to an excusable error, the landlord has failed to include a specific expense item in the accounts, the landlord may carry forward to the next water accounts any part of the item not exceeding 10% of the total costs set out in the accounts first closed. The landlord shall inform tenants of the amount of any such expense carried forward.

(2) In case of any erroneous apportionment of expenses as between the tenants, the landlord shall correct such error immediately by written notice to the tenants affected. The provisions of section 46m, above, shall apply, correspondingly, to any supplement or repayment due to such correction.

46p(1) The provisions of section 46j(1) and (2), above, shall not be derogated from except by tenancy agreements pertaining to non-residential premises, but see subsection (2) hereof.

(2) Section 46j(1), above, shall not apply to agreements on the letting of flats reserved for students or other young persons in properties belonging to social housing organisations, independent institutions, foundations, etc., the articles of associations, trust instruments, etc., of which have been approved by the relevant public authorities, nor to agreements on separate room for residential purposes.

(3) The provisions of this Part VII B shall not be derogated from by agreement to the tenants' detriment.

(4) Decisions under section 46j(1), above, shall be binding on all tenants notwithstanding any prior agreement to the contrary.

46q(1) In case of interruption of the water supply for a property for which the landlord is responsible for the supply of water, cf. section 46j, above, due to nonpayment by the landlord, and in case the landlord fails to remedy such default immediately after receiving notice requiring such remedy, cf. section 11(1), above, the municipal authority shall at the request of any tenant of a flat ensure that the water supply is resumed at the landlord's expense.

(2) Any disbursements by the municipal authority, including payment of any arrears, shall carry interest at the rate fixed under section 5(1) and (2) of the Act on Interest on Overdue Payments etc., from the date of such disbursement by the municipal authority. The municipal authority may charge DKK 100 plus 2.0% of any amount owed in excess of DKK 1,000. The amount set out in the second sentence hereof is calculated in 1994 figures and shall be adjusted once a year by 2.0% plus an adjustment percentage for the current financial year, cf. the Act on a Rate Adjustment Percentage. As from 1998 the amount set out in the second sentence hereof shall be adjusted according to the movements on the net retail price index calculated by Statistics Denmark over a 12-month period ending in June of the year preceding the financial year to which the adjustment relates. The amount shall be rounded to the nearest full amount.

(3) Amounts under subsection (2) hereof shall enjoy the same preference in respect of the property as property taxes. The amounts may be collected under the rules applicable to the collection of property taxes.

Part VIII

Variation of terms

47(1) Where the rent is substantially lower than the value of the premises, the landlord may, subject to section 66, below, demand that the rent be increased to a reasonable amount. In assessing the rent and the value of the premises, the following factors should be ignored:

(a) rent increases under sections 58(3) and 62b, below, and improvements under sections 46a(3), above, and 62b, below;

(b) rent increases under section 63b, below, and improvements carried out for amounts covered by section 63a, below;

(c) rent increases and improvements under section 53 of the Act on Housing Redevelopment and under section 60 of the Act on Urban Renewal and Housing Improvement, cf. Consolidation Act No. 658 of 11 August 1993;
(d) rent increase and improvements under section 60(3)-(6) of the Act on Urban Renewal and Housing Improvement;
(e) rent increase and improvements under the Act on Urban Renewal;
(f) rent increases without deductions of allowance and improvements with the subsequent works required under the Act on Private Urban Renewal;
(g) improvements made by the tenant at his own expense with the landlord's consent.
Provided always that paragraph (c) shall not apply to the first determination of rent for any improvements subsidised under the Act on Redevelopment or the Act on Urban Renewal and Housing Improvement.
(2) In making decisions under subsection (1), first sentence, hereof a comparison shall be made with the normal rent in the community or district for a similar house or part of a house, having regard to location, character, size, quality, amenities and state of repair. The comparison should ignore tenancies improved under section 62b, below, and tenancies covered by Part VIII A, section 53(3)-(5), the Act on Private Urban Renewal and Part V of the Act on Urban Renewal. Tenancies in properties covered by a decision under the Act on Urban Renewal and Housing Improvement in respect of which a binding commitment has been granted after the end of 1994 should likewise be ignored unless the premises are located in a property covered by a decision whereby the Minister for Housing and Urban Affairs has provided for the continued application of the provisions governing the determination of rent in Part VII of the Act on Urban Renewal and Housing Improvement, cf. Consolidation Act No. 658 of 11 August 1993. Also tenancies in respect of properties covered by a decision under the Act on Urban Renewal should be ignored.
(3) Any rent increase so demanded shall not become effective until two years after commencement of the tenancy or two years after the effective date of the latest rent increase as a result of the rent being substantially lower than the value of the premises.
(4) A rent increase may be demanded notwithstanding any contractual security of tenure where the landlord has reserved the right to adjust the rent.
47a(1) The rent for unsubsidised private care homes, cf. section 1(5), shall at all times be fixed so as to reflect the value of the premises, which shall be determined on the basis of a comparison with subsidised housing for the elderly or care homes in the municipality pursuant to the provisions of section 47(2), first sentence. When the rent is determined, improvements made by the tenant at his own expense with the landlord's consent shall be disregarded.
(2) Notice of rent increases, cf. subsection (1), may be given once a year.
(3) A rent increase may be demanded notwithstanding any contractual security of tenure where the landlord has reserved the right to adjust the rent.
(4) Where the rent exceeds the value of the premises, determined pursuant to subsection (1), the tenant may demand that the rent be reduced to such value.

(5) Where the rent is reduced pursuant to subsection (4), the tenant may demand repayment of the excess amount paid.

48(1) Rent increases under section 47 or section 47a, above, may be implemented at three months' notice.

(2) A demand for rent increase shall be submitted in writing, stating the amount of the increase. The demand shall also state the reason for the increase and the tenant's right of objection, cf. subsection (3) hereof. Where the demand does not state the said particulars, it shall be void.

(3) Where the tenant does not intend to accept the demand for a rent increase, he shall object to the demand within 6 weeks of receipt. Then the landlord shall bring the matter before the rent assessment committee within 6 weeks from the expiry of the time limit applicable to the tenant if he intends on his demand.

(4) Pending the decision by the rent assessment committee, the landlord may receive the rent increase by way of a temporary increase subject to a maximum of DKK 15 per square metre gross floor area. The rent shall be adjusted in accordance with the decision of the court. No adjustment of deposit or advance payment of rent may be demanded before the court has decided on the rent increase demanded. Any repayment to the tenant of overpaid rent shall carry interest from the date of payment under the provision set out in section 6(3), above.

49(1) Where the rent is substantially higher than the value of the premises, the tenant may demand that the rent be reduced to a reasonable amount. In assessing the rent and the value of the premises the provision of section 47(1), above, shall be applied, correspondingly.

(2) For the purpose of decisions under subsection (1) hereof the factors set out in section 47(2), above, shall be taken into account.

(3) Where the rent is reduced pursuant to subsection (1) hereof, the tenant may claim repayment of the excessive amount paid.

(4) Proceedings for a rent reduction shall be filed within one year from the initial date of payment of the rent or the increased rent.

(5) In properties with residents' representatives, the representatives may demand a rent reduction. Where the rent is reduced, the amount repaid shall be used for advance payment of the expenses incurred by the representatives during the proceedings.

(6) The provisions of subsections (1)-(3) shall not apply to unsubsidised private care homes.

50(1) Where the property taxes payable in respect of the property are increased, the landlord may demand settlement of the costs by way of a rent increase for the flats and premises to which the tax relates. Any such rent increase may be demanded notwithstanding any contractual security of tenure.

(2) The rent increase shall be apportioned according to the current rent or, in the absence of any fixed rent, rental value. For tenancies in properties to which the provisions of Parts II-IV of the Act on Temporary Regulation of Housing Conditions apply the increase shall be apportioned in pursuance of the rules of sections 10 and 11, above.

(3) The rent increase may be implemented by giving three months' prior notice. Provided always that the rent increase may be demanded with effect from the date on which the expense is imposed on the property if the demand for a rent increase is submitted within 5 months from that date.

(4) The demand for a rent increase shall be made in writing, including a statement of the calculation of the increase and a statement of the tenant's right of objection, cf. subsection (5) hereof. Where the demand does not contain the said statements, it shall be void.

(5) Where the tenant refuses to accept the demand for a rent increase, he shall within 6 weeks after receipt of the demand object in writing, stating the items on which the demand cannot be accepted. In properties with residents' representation, the representatives may object to the demand for a rent increase on behalf of all tenants, cf. the first sentence hereof. In that case the landlord shall file the matter with the rent assessment committee within 6 weeks of the expiry of the time limit applicable to the tenant if he wishes to maintain the claim for a rent increase.

51(1) The provisions of section 50, above, shall also apply if new or increased charges are imposed on the property for water, electricity, refuse collection, WC, chimney-sweeping or the like at rates fixed or approved by public authorities.

(2) The provisions of section 50, above, shall likewise apply if new road, sewage or similar contributions are imposed on the property by the public authorities. Where contributions are imposed on the property by way of a lump sum, the landlord may upon payment of the said sum set off the contribution in respect of the tenants by way of a rent increase covering the landlord's disbursements plus usual interest expenses over a period of 10 years. The rent increase shall cease at the end of the period. The tenants may require to be allowed to pay the amount in cash.

(3) The provisions of section 50, above, shall likewise apply to the cost of project material prepared by a building expert, cf. section 4(1), second and third sentences, of the Act on Private Urban Renewal. Upon payment of the expense, the landlord may settle the expense by way of a rent increase covering the landlord's disbursements with customary interest expense. Provided always that the rent increase shall only be charged in equal shares from the tenants having appointed the building expert jointly with the owner under section 4 of the Act on Private Urban Renewal, and the rent increase shall cease at the end of the period.

(4) The provisions of subsection (3) hereof shall likewise apply to expenses for consultancy services incurred in pursuance of section 4b(1), second sentence, of the Act on Private Urban Renewal."

52(1) Where the taxes, duties and contributions cease to be payable or decrease, the landlord shall with effect from the date of reduction implement a corresponding rent reduction for the flats and premises for which the rent used to include the expense. In listed properties in respect of which a special preservation covenant is registered under the listed properties legislation, an amount corresponding to the property tax which might have been charged from time to time, may be charged as part of the rent, whether or not a property is exempt from property taxation.

(2) The landlord shall give the tenant written notice of a rent reduction within 6 months of receipt of the advice of the tax or duty reduction.

53(1) The provisions of sections 47-52 shall not be derogated from by agreement to the tenant's detriment.

(2) It shall not be agreed that the rent shall be regulated otherwise than under sections 47-52, above. During the term of the tenancy increases by specific amounts may be agreed, becoming effective on specific dates.

(3) Notwithstanding subsections (1) and (2) hereof, sections 47-52 may be derogated from by agreement in tenancies concerning flats in properties occupied after 31 December 1991.

(4) Likewise, sections 47-52 may be derogated from by agreement where the tenancy relates to a flat lawfully used wholly for business purposes as at 31 December 1991; cf. the provisions of Part VII of the Act on Temporary Regulation of Housing Conditions. The same shall apply where the premises were lawfully used or arranged wholly for business purposes. The tenancy agreement shall state that the tenancy is covered by this provision.
(5) Further, sections 47-52 may be derogated from in case of dwellings let for all-year accommodation where the tenancy relates to a newly established flat or a newly established separate room in an attic storey that was not used for or registered as accommodation at 1 September 2002. The same shall apply to flats and rooms in new storeys added to existing buildings for which a building permit was granted after 1 July 2004. It shall appear from the tenancy agreement that the tenancy is comprised by this provision. In connection with establishing accommodation in an attic storey, the landlord may dispose of attic storage space subject to giving the tenant 6 weeks' prior notice, provided that other space that can be used for the agreed purpose is allocated to the tenant.
(6) Rent increases for the properties covered by subsections (3)-(5) may be demanded on the basis of an agreement regulating the rent by certain amounts at certain dates or of the net retail price index and may be implemented by the landlord's written notice thereof to the tenant.

Part VIII A

Rent determination for index-financed housing

53a(1) For properties financed by index-loans under section 2(1)(ix) of the Act on Index-Linked Mortgage-Credit Loans, the rent may be fixed so that the total rental income will cover the necessary operating costs at the time of construction of the property with the addition of the return on the property value.
(2) The return may be calculated as the interest currently paid by the landlord on index-linked loans raised to finance the building of the property with the addition of 4% of the index-linked principal. The landlord may further calculate interest at the rate of 4% on the balance of the purchase price, subject to the deduction of premiums paid by tenants.
(3) The operating costs as set out in subsection (1) hereof, and the interest set out in subsection (2), second sentence, hereof shall be adjusted by the same percentage as the principal of the index-linked loan. Provided always that the costs listed in sections 50-52, above, shall not be adjusted.
(4) The rent shall be distributed on the flats according to their respective values. In assessing the value of the individual flat any improvements paid for by the tenant shall be ignored.
(5) Rent increases under subsections (2) and (3) hereof may be implemented at 3 months' notice.
(6) Any demand for a rent increase shall be submitted in writing, stating the basis on which the increase is calculated and describing the tenant's right of objection, cf. subsection (7) hereof. In the absence of such particulars the demand shall be void.
(7) Where the tenant refuses to accept the demand for a rent increase, the tenant shall object in writing within 6 weeks after receipt of the demand, stating the items on which he disagrees. In that case the landlord shall bring the matter before the rent assessment committee within 6 weeks from the expiry of the time limit applicable to the tenant if the landlord insists on demanding the rent increase.

53b For properties occupied after 1 January 1989, constructed and let by landlords subject to the Act on a Real Interest Tax, the rent may be determined at the same amount which may lawfully be charged under section 53a, above, for a similar property financed by the highest possible index-linked loans under section 2(1)(ix) of the Act on Index-linked Mortgage Loans, irrespective of the financing of the property.

53c Sections 47-49, above, shall not apply to tenancies in properties the construction of which has been financed by way of index-linked loans under section 2(1)(ix) of the Act on Index-linked Mortgage Loans. The same shall apply to tenancies in properties occupied after 1 January 1989, constructed and let by landlords covered by the Real Interest Tax Act if the rent is determined under section 53b or under sections 5 and 7, cf. section 9(4) of the Act on Temporary Regulation of Housing Conditions.

53d The provisions of this Part VIII A shall not be derogated from by agreement.

53e(1) The municipal council may order owners of properties where the rent is determined under this Part VIII A, to make up to every 10th flat available to the council for the solution of social housing problems.

(2) Section 65(1)-(3) and section 66 of the Act on Urban Renewal and Urban Development shall apply, correspondingly.

Part IX

The landlord's right to enter upon the premises

54 The landlord or the landlord's agent may be admitted to or enter upon the premises as and when the situation so requires.

55(1) The landlord is entitled to 6 weeks' prior notice to start work on the premises where such work does not constitute a major inconvenience to the tenant.

(2) The tenant is entitled to 3 months' prior notice before the start of any additional work.

(3) Provided always that the landlord may carry out urgent repairs to the premises without notice.

56 Any work started by the landlord shall be carried out without interruption, with due consideration of the tenant's interests. The landlord shall carry out any post-completion repairs without delay.

57 The provisions of sections 55 and 56 shall not be derogated from by agreement to the tenant's detriment.

Part X

Improvements etc.

58(1) Where the landlord has improved the premises subject to the provisions of section 66, below, the landlord may demand a rent increase by an amount corresponding to the increase of the value of the premises. In assessing the value of the premises any improvements carried out under the rule of section 46a(3), above, shall be ignored; also, any improvements carried out for amounts covered by section 63a, below, shall be ignored.

(2) Generally, rent increases shall generate a suitable rate of interest on expenditure properly incurred and shall cover depreciation and usual costs of maintenance, administration, insurance, etc.

(3) Where a landlord has carried out works under the rule set out in section 46a(3), above, the landlord may demand a rent increase generating a suitable rate of interest on expenditure properly incurred and covering depreciation and usual costs of maintenance, administration, insurance, etc.

(4) Where the landlord has carried out measures under the Act on Private Urban Renewal or under Part 5 of the Act on Urban Renewal, the landlord may instead of a rent increase in respect of the improvements under subsection (1) hereof demand a rent increase calculated and implemented under the provisions of the Act on Private Urban Renewal under of Part 5 of the Act on Urban Renewal.
(5) The proportion of the cost of improving flats which may be covered by payments by the Houseowners' Investment Fund under section 63e, below, shall not be included in the calculation of rent increases under subsection (1) hereof.
(6) All measures designed to increase the capacity of supply lines or drains for the property for the benefit of tenants' consumption shall be deemed to constitute improvements.
59(1) Rent increases under section 58 may be effected subject to 3 months' prior notice. Provided always that a rent increase shall only become effective upon completion of the improvement.
(2) Demands for rent increases shall be submitted in writing, including the reasons for the rent increase, a calculation of the rent increase listing the expenses incurred and informing the tenant of his right of objection, cf. subsection (5). In the absence of such statements, the demand shall be void.
(3) The landlord may demand a temporary rent increase based on an estimate of expenses, reserving the right to submit an additional demand after closing of the building accounts. The rent shall be adjusted according to the building accounts when available.
(4) The rent assessment committee may at the request of a tenant fix a time within which the building accounts must be presented. Where the accounts are not presented within that time, the interim rent increase shall lapse unless the time limit was exceeded due to causes beyond the landlord's control.
(5) Where the tenant refuses to accept the demand for a rent increase, he shall object in writing within 6 weeks of receipt. In properties with residents' representation, the representatives may on behalf of all tenants object to the demand for a rent increase, cf. the first sentence hereof. In that case the landlord shall bring the matter before the rent assessment committee within 6 weeks from the expiry of the time limit applicable to the tenant if the landlord insists on demanding a rent increase, but see section 59a(3), below.
59a(1) Before the start of improvements, including rebuilding in connection with the uniting of flats, resulting in a rent increase, the rent assessment committee shall at the landlord's request determine the amount of any feasible rent increase if the improvements are carried out in accordance with material presented by the landlord pertaining to the contemplated project, and provide a statement of the estimated cost of implementing and calculating the proposed rent increase.
(2) At the time of applying to the rent assessment committee under subsection (1) hereof, the landlord shall submit information to tenants affected by the improvements of the type of work involved and a statement of the expected amount of the rent increase.
(3) Where an advance approval is given under subsection (1) hereof, the landlord shall bring the matter before the rent assessment committee if the tenant objects to the rent increase, notwithstanding the provision of section 59(5), third sentence, above, within 6 weeks from the expiry of the time limit applicable to the tenant as stipulated

in section 59(5), first sentence, above. The committee shall not vary the rent increase determined at the time of the advance approval, except where the situation has changed.

59b(1) For the individual residential tenancies of a property which it is contemplated to rebuild under the provision of section 2(1)(ii) of the former Act on Private Urban Renewal, cf. Consolidation Act No. 49 of 1 February 1996 as amended, or under section 96(1)(ii) of the Act on Urban Renewal, cf. Consolidation Act No. 260 of 7 April 2003, the rent assessment committee shall at the landlord's request determine the amount of the lawful rent to be charged before the rebuilding starts. The same shall apply to premises let for residential as well as business purposes being rebuilt under section 2(1)(i) of the Act on Private Urban Renewal or under section 96(1)(i) of the Act on Urban Renewal.

(2) For the individual tenancies intended to be converted into flats under the provision of section 2(1)(iii) or (iv) of the Act on Private Urban Renewal under section 96(1)(iii) or (iv) of the Act on Urban Renewal, the rent assessment committee shall at the landlord's request determine the amount of the lawful rent to be charged for the residential tenancy before the rebuilding starts.

(3) For the individual tenancies rebuilt under the provisions of section 2(1)(ii)-(iv) of the Act on Private Urban Renewal or section 96(1)(ii)-(iv) of the Act on Urban Renewal, the rent assessment board shall at the request of the landlord determine after completion of the improvement whether the rebuilding costs are commensurate with the quality achieved. The committee shall likewise determine whether the rebuilding work as completed is covered by the positive list stipulated under section 2(3) of the Act on Private Urban Renewal, and whether the rent increase charged by the landlord is in accordance with the provision of section 5a of the Act on Private Urban Renewal.

(4) The rent assessment committee shall not make decisions under subsections (1) and (2), except where an investment limit has been reserved under the Act on Private Urban Renewal. The committee may require production of any information necessary to consider the matter, including documentation of such reservation under the Act on Private Urban Renewal or Part 5 of the Act on Urban Renewal. For the purpose of decisions under subsection (3) hereof, the landlord shall present to the committee a rebuilding account, stating all expenses incurred, with documentation, and rent increases distributed on the various tenancies, certified by a registered or state-authorised public accountant or by the Local Authority Audit Department for the rent assessment committee.

59c(1) Before the landlord starts rebuilding for the purpose of arranging one or more flats in an attic which has so far not been used for residential purposes, the rent assessment committee shall at the landlord's request determine the lawful amount of rent chargeable if the rebuilding work is carried out in accordance with the project material pertaining to the contemplated work as presented by the landlord. In that connection, the landlord shall supply the committee with a statement of the estimated costs of implementing the work, and the proposed future rent.

(2) For tenancies about which the rent assessment committee has made a determination under subsection (1) hereof the committee shall upon completion of the rebuilding, at the landlord's request, determine whether the rebuilding costs are commensurate with the approved rent.

(3) Where the rent assessment committee has given its advance approval of the amount of the rent under subsection (1) hereof, the landlord shall bring the matter before the committee within 6 weeks of any objection by

the tenant to the amount of the rent. The committee shall not vary the rent fixed under the advance approval except in case of a changed situation.

60(1) Where the landlord has carried out a courtyard clearance according to a notice issued under the Building Act, the expense approved by the municipal council shall be settled by a rent increase of 10% of the expense. Where the clearance leads to increased cleaning and maintenance costs, the rent increase may include a suitable amount approved by the municipal council for that purpose.

(2) The provisions of section 50(3), first sentence, (4) and (5), above, shall apply, correspondingly.

61(1) Where a property has a central heating or hot-water installation, and where the landlord connects the installation to a public heat-supply installation, the landlord may demand that the tenant during ten years shall reimburse the expenses incurred in connection with the conversion, subject to deduction of any savings.

(2) The provisions of sections 50(3), first sentence, (4) and (5), and 59(3), above, shall apply, correspondingly.

62 In connection with the installation of a heating system in the property, the landlord may use any basement or attic rooms necessary for the operation of the system, subject to giving 6 weeks' prior notice and allocating other rooms to the tenant which are suitable for the agreed purpose. Provided always that the tenant is not entitled to demand allocation of another room if the agreed use of the room must be assumed to have been rendered superfluous by the installation.

62a(1) The tenant of a flat is entitled to carry out specified improvements etc. to the flat, and to have any expenses incurred under the provisions of subsections (4)-(8) hereof reimbursed on vacation. The Minister for Social Affairs is authorised to lay down rules governing the delimitation of such works. The provision of the first sentence hereof shall not apply to sub-tenants under section 70, below, or to tenants in fixed-term tenancies under section 80, below.

(2) The tenant shall give advance notice to the landlord of any contemplated improvements etc. The tenant shall be responsible for obtaining any necessary building permits and paying all costs incidental thereto. Section 29(10) shall apply, correspondingly.

(3) Improvements etc. under subsection (1) hereof shall be reasonable and appropriate. The landlord may refuse the tenant the right to improve the premises on substantial grounds, including inappropriate works, e.g. especially luxurious or excessively energy-consuming works. If the landlord does not object within 6 weeks after the tenant's advance notice of the works in pursuance of subsection (2) hereof, the tenant may commence the said works. The landlord's objection shall be in writing, specifying the works objected to and the grounds for such objection.

(4) The amount reimbursed shall be calculated on the basis of expenses incurred, subject to documentation after completion of the works and endorsement on the tenancy agreement. The landlord may reduce the basis of calculation by the value of any existing installations and building parts, etc., comprised by the improvements. The landlord may further reduce the basis of calculation if the expenses are estimated to be excessive.

(5) The amount of reimbursement shall equal the amount of any expenses incurred calculated under subsection (4) in excess of DKK 10,000, subject to the deduction of any subsidies in pursuance of other statutes. The amount reimbursed shall not exceed DKK 30,000. Reimbursement of less than DKK 2,000 shall not be payable. Only expenses for businesses registered under the Act on Value Added Tax (the VAT Act), engaged in building and

construction shall be included, subject to documentation. The amounts set out in the first to the third sentences are calculated in 1994 figures and shall be adjusted once a year by 2.0% plus an adjustment percentage for the current financial year, cf. the Act on a Rate Adjustment Percentage. As from 1998, the amount set out in the first sentence hereof will be adjusted according to the movements of the net retail price index calculated by Statistics Denmark over a 12-month period ending in June the year before the financial year to which the adjustment relates. The amount shall be rounded to the nearest full figure.

(6) Reimbursement shall be available for several improvements etc. carried out to the same flat even if the works are not carried out at the same time. For the purpose of the write-down under subsection (7) hereof, the total amount of expenses reimbursed to a tenant shall not exceed the limit specified in subsection (5) hereof.

(7) The amount of the reimbursement first calculated shall be written down by 10% for every year in which the improvement etc. has been in use, but not beginning until 2 years after possession and use of the improvement, unless otherwise agreed between the landlord and tenant in view of the special character of the works. The date of possession of the improvement etc. shall be endorsed on the agreement with any agreement providing for the write- down of the amount of reimbursement.

(8) Reimbursement shall be payable by the landlord at the time of the vacation by the tenant if the works have been completed, cf. section 99(3). The landlord may set off an amount corresponding to the tenant's liabilities vis-à-vis the landlord against the amount of reimbursement.

(9) In case of re-letting during the write-down period, cf. subsection (7) hereof, the new tenant may choose to pay either the written-down amount of the reimbursement to the landlord or a rent increase corresponding to the increase of the value of the premises, cf. section 58, above. In case of re-letting after the expiry of the write-down period, cf. subsection (7) hereof, the landlord may demand a rent increase corresponding to the increase of the value of the premises, cf. section 58, above.

(10) Where a tenant who has paid the written-down amount of reimbursement to the landlord under subsection (9) hereof vacates the premises during the writing-down period, the tenant is entitled to reimbursement of an amount corresponding to the written-down amount calculated under subsection (7) hereof, setting off any liabilities to the landlord, cf. subsection (8) hereof.

62b(1) Notwithstanding the provisions of section 58(1), above, and section 27(1) of the Act on Temporary Regulation of Housing Conditions, the landlord may agree with the tenant of a flat, after the conclusion of the tenancy agreement, to carry out improvements to the flat subject to a specified rent increase. Such agreement shall be in writing, stating explicitly that the rent increase has been agreed in pursuance of this provision. The tenant may demand that, before the conclusion of the agreement, the landlord shall obtain advance approval under the provisions of section 59a, above, or in the case of properties covered by Parts II-IV of the Act on Temporary Regulation of Housing Conditions, subject to the provisions of section 25a(2) of the said Act. The tenant may further apply to the municipal council for their opinion of any implications, in terms of housing benefits, of an agreed rent increase under this provision.

(2) Prior to the conclusion of any such agreement, the landlord shall give the tenant notice of the possibility of obtaining advance approval, cf. subsection (1), third sentence, hereof, and an opinion as to any benefits-related

implications, cf. subsection (1), fourth sentence, hereof. In the absence of any such notice by the landlord, the agreement shall be void. The agreement shall lapse with the termination of the tenancy.

63 The tenant of a flat wishing to carry out other improvements etc. than the improvements specified under section 62a(1), above, may agree with the landlord that reimbursement shall be payable to the tenant upon vacation, subject to the provisions of section 62a(4), (5), (7) and (8), provided always that the threshold amounts of subsection (5) shall not apply. The same shall apply to tenants of non-residential tenancies. Section 62a(2), (9) and (10) shall apply, correspondingly.

Part X A

Account for improvements held by the Houseowners' Investment Fund

(Grundejernes Investeringsfond)

63a(1) In properties occupied prior to 1970, containing more than two dwellings and not covered by sections 18 and 18b of the Act on Temporary Regulation of Housing Conditions, the landlord shall set aside an annual amount of DKK 15 per square metre gross floor area, for improvements. The amount set out in the first sentence hereof is calculated in 1994 figures and shall be adjusted once a year by 2.0% plus an adjustment percentage for the financial year in question, cf. the Act on a Rate Adjustment Percentage. As from 1998 the amount set out in the first sentence hereof shall be adjusted according to the movements on the net retail price index kept by Statistics Denmark over a 12-month period ending in June the year before the financial year to which the adjustment relates. The amount shall be rounded to the nearest full amount. The amount shall be deposited on an account in favour of the property with the Houseowners' Investment Fund.

(2) The provision of subsection (1) shall apply, correspondingly, to more than 2 owner-occupied flats subject to membership of the same houseowners' association and to ownership by the same landlord.

(3) The amounts set out in subsection (1) hereof shall be applied towards improvement of the flats in the property, including in particular fire precautions and energy-saving measures.

(4) Residents' representatives or a majority of tenants may propose the work to be carried out for the money deposited.

(5) The amounts paid shall not be the subject of debt enforcement proceedings and shall not be paid except subject to the provisions of sections 63e and 63f, below.

(6) The provision of subsection (1) hereof shall not apply to properties assessed as farmland, forest, plantation, orchard, nursery or nursery garden by the valuation authorities, cf. section 33 of the Act on Valuation of Properties in Denmark. For private housing co-operatives amounts shall only be deposited under subsection (1) hereof for flats and premises covered by Part I of this Act.

63b(1) The landlord may demand a rent increase to cover the cost of depositing the amounts specified in section 63a, above.

(2) Any demand for a rent increase based exclusively on the deposits provided for by section 63a, above, may be implemented by written notice to tenants subject to 3 months prior notice.

(3) Rent increases under subsection (1) hereof shall be imposed on the flats covered by section 63a, above, in proportion to the gross floor area of the individual flats.

63c(1) The landlord shall prepare a separate annual statement of the account provided for under section 63a, above, indicating expenses by individual improvements or categories of improvement.
(2) Three months after the end of each accounting year, the tenants or residents' representatives may require to be given the annual statement. The tenants or their agents shall be afforded the right to inspect all vouchers.
(3) A compulsory account as specified under section 63a, above, shall follow the property on change of ownership.
63d(1) The amounts specified in section 63a(1), above, shall be deposited on an annual basis. The Minister for Social Affairs is authorised to lay down rules on the due date for payment.
(2) The Houseowners' Investment Fund shall ensure that the amount deposited on the account shall at all times equal the amount of the landlord's liabilities in pursuance of section 63a, above, subject to the deduction of any amounts paid in pursuance of section 63e, below.
(3) Where the amount deposited on the account is less than the amount provided for under this Act, no payment under section 63e, below, shall be made unless and until the amount of any such deficiency has been paid.
(4) Where the amount deposited on the account exceeds the amount provided for, any such excess amount shall be payable to the landlord, who will receive no interest on such excess for the period of deposit.
(5) The Houseowners' Investment Fund shall ensure that compulsory payments are made punctually. Any amounts due shall be secured on the property in favour of the Fund, enjoying a right of priority therein, subject only to property taxes. Any amount remaining unpaid on the due date shall be enforceable by distress levied subject to the rules governing distraint for taxes, duties, etc.; cf. the Act on the Procedure for Collection of Taxes, Duties, etc. The amount distrained for shall include a charge payable to the arrears collection authority, to be fixed by the Minister for Social Affairs in consultation with the Minister for Taxation.
(6) Distress as set out in subsection (5) hereof may also be levied by withholding pay, etc. pursuant to the rules governing collection of personal taxes contained in the Tax at Source Act.
(7) The Minister for Social Affairs is authorised to lay down rules governing monitoring by the Houseowners' Investment Fund of receipts, cf. section 63a, above, and payments, cf. sections 63e and 63f, below. The Minister for Social Affairs shall monitor compliance with the said provisions.
63e(1) Amounts deposited on an account pursuant to section 63a, above, may be paid upon documentation by the landlord that a corresponding amount has been spent on improvement of flats in the property, including in particular fire precautions and energy-saving measures. Any part of the cost thereof in respect of which subsidies have been granted in pursuance of any other statutes.
(2) On or before the date on which the landlord demands payment of any amount under subsection (1) hereof, residents' representatives or tenants shall be given notice of the expenses incurred and the amounts demanded.
(3) Amounts deposited on an account in pursuance of section 63a, above, may be paid unless the residents' representatives or a majority of tenants object to such payment within 6 weeks of receipt of notice in pursuance of subsection (2) hereof.
63f(1) If the property is demolished, the amount deposited on the account shall be payable to the owner.

(2) If a flat is converted to non-residential use the relevant proportion of the amount deposited on the account shall be payable to the owner.
(3) If the property is converted to any use not covered by this Part of the Act, the amount deposited on the account shall be payable to the owner. On payment of compensation from the public authorities for compulsory acquisition or scheduling for demolition (cf. the Act on Urban Renewal and Urban Development, the former Act on Urban Renewal, cf. Consolidation Act No. 260 of 7 April 2003, the former Act on Urban Renewal and Housing Improvement, cf. Consolidation Act No. 820 of 15 September 1994 and the Housing Redevelopment Act), any balance shall be set off against the compensation determined.
(4) Payment under subsections (1)-(3) shall be made within the quarter following the quarter in which the duty to deposit lapses.
(5) If a municipal council decides that Parts II-V of the Act on Temporary Regulation of Housing Conditions shall apply to the municipality, any balance on the account pursuant to section 63a, above, for properties containing 6 flats or more on 1 January 1995, shall be transferred to the account provided for in section 18b of the Act on Temporary Regulation of Housing Conditions. For properties containing 6 flats or less on 1 January 1995, a credit balance shall be payable subject to the rules set out in section 63a(3) and (4), above. For accounts showing a debit balance, the landlord shall continue to charge and allocate amounts subject to sections 63a and 63b, above, until the account has been settled.
63g Any person misrepresenting or attesting in writing to the Houseowners' Investment Fund, a fact of which that person has no knowledge, for the purpose of any deposit on or withdrawal from an account in pursuance of section 63a, above, shall be liable to punishment under section 163 of the Criminal Code.
63h(1) The provisions of sections 54, 56-59b and 60a-62 of the Act on Temporary Regulation of Housing Conditions shall apply, correspondingly, to the amount to be allocated in pursuance of section 63a, above.
(2) Any dispute between the landlord and tenants or between the landlord and the Houseowners' Investment Fund arising out of or in connection with this Part of the Act shall be brought before the rent assessment committee.

Part XI

Residents' representation

64(1) Tenants in properties comprising 6 or more residential tenancies may elect residents' representatives.
(2) For the purpose of establishing residents' representation in a property not less than 50% of the tenants attending a residents' meeting shall elect their representatives. Where less than 50% of the tenants attend the meeting, a resolution to establish representation shall be confirmed at a subsequent ballot comprising all tenants. 3 representatives shall be elected. In properties comprising less than 13 flats, the number of representatives is reduced to 1.
(3) In properties comprising less than 6 and more than 2 flats let, a majority of tenants will have the same powers as residents' representatives in other properties. A spokesman representing the tenants vis-à-vis the landlord shall be elected. The spokesman shall act in accordance with majority decisions.

(4) Where residents' representation has been established in a property, it shall remain in place until it is decided to abolish it, but cf. subsections (5) and (6) hereof. A decision to abolish the residents' representation shall be discussed subject to the rules of subsection (2) hereof.
(5) Unless it can be ascertained with certainty whether a property still has residents' representation, including whether any elected representatives are still residents of the property, the landlord may ask all residential tenants to state the names of any residents' representatives in writing within a specified time. The time for responding shall be not less than 6 weeks, provided always that in determining such time limit the month of July shall not be counted. If the landlord has not been given the requested name(s) within the specified time, representation shall be deemed to have lapsed.
(6) Resident representation shall lapse where no residents' meeting has been held for the election of representatives for two years.
(7) Where several properties belonging to the same owner are constructed consecutively as a building complex, and where such properties have shared areas or some form of shared operations, residents' representation may be established if the properties have not less than 13 flats between them. The same shall apply where several properties are subject to joint valuation or joint registration. In such properties residents' representation shall cover all properties.
(8) In a property converted into owner-occupied flats, the rules on residents' representation for tenants, shall apply where the landlord owns not less than 6 flats in the owners' association.
(9) In a property owned by a housing co-operative, the rules on residents' representation shall apply where not less than 6 flats are not occupied by members of the co-operative.
(10) The Minister for Social Affairs is authorised to lay down rules governing residents' meetings and election of representatives as well as payment of expenses incidental to such residents' representation.
65(1) Residents' representatives are entitled to discuss any issue of importance to the operation of the property with the landlord. The representatives are entitled to
(a) be given the statement of income and expenditure for the property and to discuss the budget for the property and any question of rent increases with the landlord;
(b) be informed of the landlord's employment or dismissal of a janitor or other staff;
(c) advise on the application of funds allocated to maintenance and cleaning, etc.;
(d) propose improvements, while also designating possible funding of operating costs resulting from the implementation of such improvements;
(e) monitor the planning and implementation of all major works in the property;
(f) be given access to accounting records and other vouchers upon completion of works, cf. para. (e) hereof; and
(g) receive draft operating budget for the property; the budget shall be presented as the latest statements of income and expenditure for the property and shall refer to the same accounting periods, and any alteration of the budget basis (as compared to the statement) shall be explicitly described.

(2) The landlord shall keep the residents' representatives informed from time to time of any complaints by residents of other residents. The landlord shall further inform the representatives of the re-letting of any flats, setting out the balance on the account for internal maintenance pursuant to section 22, above.

66(1) Until the residents' representatives have been given a period of 3 weeks within which to state their opinions, the landlord shall not

(a) demand a rent increase under section 47, above, in residential tenancies; or

(b) start improvements likely to result in rent increases for the residential tenancies.

(2) A meeting with residents' representatives shall be convened by the landlord, subject to a reasonable period of notice, on the implementation of contemplated maintenance and improvements where the total expenditure amounts to more than DKK 20 per square metre gross floor area, for the purpose of giving information on and discussing the work in question, the tender documents and the estimated rent implications. The landlord shall submit written material on the aforesaid items with the notice convening the meeting.

(3) If tenders for works under subsection (2) hereof are invited by selective tendering, the residents' representatives shall be given the option of inviting at least one tenderer when the landlord convenes the meeting. The landlord shall summon the residents' representatives in writing to attend the tender procedure.

(4) For the purpose of implementing works under subsection (2) hereof, the landlord shall during the construction period convene the residents' representatives in writing to all site meetings and shall after completion of the works convene the residents' representatives to handing-over meetings and inspections.

(5) The landlord shall convene residents' representatives to an annual inspection of buildings etc., and shall at a subsequent meeting discuss and draft a maintenance plan for the property.

(6) Where a decision under subsection (1) hereof is urgent, residents' representatives shall be given notice that the time limit cannot be complied with for that reason.

66a Residents' representatives may accept improvements on behalf of all tenants which, together with improvements accepted by residents' representatives under this provision within the past 3 years, result in rent increases not exceeding DKK 64 per square metre gross floor area. Before accepting such improvements the representatives shall hold a residents' meeting to discuss the improvements, and a majority among the residents attending the meeting must be in favour of implementing the improvements. After the residents' meeting the representatives shall give all residents notice of the decision as soon as possible, specifying that if one-quarter of the residents so require within 2 weeks of such notice, a ballot will be arranged among the residents of the property. At a tenant's request, the rent assessment committee may set aside the agreement between the residents' representatives and the landlord if it is obviously unfair. The amount set out in the first sentence hereof is calculated in 1994 figures and shall be adjusted once a year by 2.0% plus an adjustment percentage for the current financial year, cf. the Act on a Rate Adjustment Percentage. As from 1998 the amount provided for in the first sentence hereof shall instead be adjusted according to the net price retail index calculated by Statistics Denmark over a 12-month period ending in June of the year before the financial year to which the adjustment relates. The amount shall be rounded to the nearest full figure.

67(1) Where residents' representatives have been elected, a residents' meeting may adopt rules and regulations governing the use of the property. Such rules shall apply unless the landlord objects on substantial grounds.
(2) In properties converted into owner-occupied flats, and in properties owned by housing co-operatives, all residents shall be convened to the residents' meeting adopting the rules and regulations governing the use of the property. Each flat carries one vote.
68 The provisions of this Part of the Act shall not be derogated from by agreement to the tenant's detriment.

Part XII

Transfer of use (sub-letting, exchange, etc.)

69(1) The tenant of a flat is entitled to sub-let up to one-half of the rooms of the flat for residential purposes. The total number of occupants of the flat shall not exceed the number of rooms.
(2) The landlord shall object to such sub-letting if the flat will thereby be occupied by more than 2 persons per room, cf. section 52a(1) of the Act on Temporary Regulation of Housing Conditions. Any failure to do so will render the landlord liable to the payment of a fine. Companies etc. (legal persons) may be liable to punishment under the provisions of Part V of the Criminal Code. The first to third sentences hereof shall only apply to municipalities in which the council has decided that sections 52a-c of the Act on Temporary Regulation of Housing Conditions shall apply, and only in cases where the landlord has informed the municipal council that the said rules shall be applicable to the landlord's properties.
(3) Sub-letting agreements shall be made in writing, and the tenant shall submit a copy of the sub-letting agreement to the landlord prior to the commencement of the sub-letting period.
70(1) A tenant is entitled to sub-let a flat which is let exclusively for residential purposes for a period not exceeding 2 years where the absence of the tenant is temporary and is due to illness, business, studies, placement, etc.
(2) The landlord may object to the sub-letting where
(a) the property comprises less than 13 flats; or
(b) the total number of persons in the flat will exceed the number of rooms; or
(c) the landlord may object to the sub-letting on any other reasonable ground.
(3) The landlord shall object to the sub-letting where the flat will be occupied by more than 2 persons per room, cf. section 52a(1) of the Act on Temporary Regulation of Housing Conditions. Where the landlord fails to do so, the landlord shall be liable to punishment by fine. Companies etc. (legal persons) shall be liable to punishment under the rules of Part V of the Criminal Code. The first-third sentences shall only apply in municipalities in which the council has decided that sections 52a-c of the Act on Temporary Regulation of Housing Conditions shall apply and only in cases where the landlord has informed the municipal council that the said rules shall apply to the landlord's properties.
(4) Section 69(3), above, shall apply, correspondingly.
(5) If deemed reasonable on the basis of demand, the landlord may, in connection with the sub-letting of dwellings for the elderly or unsubsidised private care homes, require that the dwelling in question be occupied by persons fulfilling the conditions applying to the taking over of such dwellings.

71(1) The tenant shall be liable for any reckless damage caused by persons using the premises by virtue of the provisions of sections 69 and 70, above.

(2) The tenant shall be responsible vis-à-vis the landlord for compliance by the persons set out in subsection hereof of the rules designed to secure proper rules of conduct and proper use of the premises.

(3) The tenant shall further be liable under section 29(10), above, for any damage caused by installations made in the premises by persons set out in subsection (1) hereof.

72 The tenant shall not sub-let without the consent of his or her spouse where, due to such sub-letting, the premises can no longer serve as the matrimonial home or as the basis of a business carried on jointly by the spouses or separately by the other spouse. Where the other spouse is under a legal incapacity, the guardian shall give such consent. The provisions of sections 18(2), above, and of section 20 of Act No. 56 of 18 March 1925 on the legal effects of marriage shall apply, correspondingly.

73(1) The tenant of a flat used exclusive for residential purposes may exchange flats with the tenant of another flat so that the latter tenant will take over the flat.

(2) The landlord may object to the exchange where

(a) the landlord has his residence in the property, and the property comprises less than 7 flats;

(b) the outgoing tenant has not occupied his flat for 3 years;

(c) the flat will be occupied by more than 1 person per room upon exchange; or

(d) the landlord may object to the exchange on any other reasonable ground.

(3) In the case of a tenancy which the landlord intends to improve in connection with the exchange, then fixing the rent under section 5(2) of the Act on Temporary Regulation of Housing Conditions, the landlord shall immediately inform the tenant accordingly and shall within one months of the tenant's notice of exchange request the rent assessment committee for an advance approval, cf. section 25a(3) of the Act on Temporary Regulation of Housing Conditions. The landlord shall submit a copy to the tenant of the request for advance approval and information of the anticipated amount of the rent following the improvement. When the approval by the rent assessment committee is available, the landlord shall give the tenant a copy thereof without delay. Where the landlord fails to supply the information referred to in the first and third sentences, the rent shall not be determined under section 5(2) of the Act on Temporary Regulation of Housing Conditions if the flat is re-let in the course of the exchange in question. For the purpose of re-letting, the provisions of section 5(3) of the Act on Temporary Regulation of Housing Conditions shall be ignored.

(4) Within 14 days after receipt by the tenant of a copy of the rent assessment committee's advance approval under subsection (3) hereof, the tenant shall inform the landlord that it is proposed to implement the exchange. In the absence thereof, the tenancy shall remain in full force and effect. An advance approval obtained under subsection (3) hereof, shall remain valid for up to 2 years after the date of the approval.

(5) The landlord shall object to an exchange if the flat will be occupied by more than 2 persons per room, cf. the Act on Temporary Regulation of Housing Conditions. Where the landlord fails to do so, the landlord shall be liable to punishment by fine. Companies etc. (legal persons) may be criminally liable under the provisions of Part V of the Criminal Code. The first - third sentence shall only apply to municipalities in which the municipal

council has decided that sections 52a-c of the Act on Temporary Regulation of Housing Conditions shall apply and only in cases where the landlord has informed the municipal council that the said rules shall apply to the landlord's properties.

(6) For the purpose of this provision, several owner-occupied flats forming part of the same owners' association and owned by the same landlord shall be deemed to constitute a property. Where several properties belonging to the same owner are constructed consecutively as a building complex, and where such properties have shared areas or some form of shared operations, such properties shall likewise, for the purpose of this provision, be deemed to constitute a property. The same shall apply where several properties are subject to joint valuation or joint registration.

(7) If deemed reasonable on the basis of demand, the landlord may, in connection with the exchange of dwellings for the elderly or unsubsidised private care homes, require that the dwelling in question be occupied by persons fulfilling the conditions applying to the taking over of such dwellings.

74(1) A tenant wishing to take over, by way of exchange, a flat belonging to a municipal authority, a social housing organisation, a students' residence association or a foundation shall meet the specific conditions applying to the taking over of such flats. A pension fund etc. which only re-lets flats to members upon retirement shall enjoy the same status as a foundation.

(2) It may be made a condition that any person obtaining a flat in a housing co-operative by way of exchange shall become a member of the co-operative.

(3) The right of exchange shall apply notwithstanding any restrictions arising out of the articles of association.

74a(1) The tenant of premises used exclusively for non-residential purposes may assign the tenancy on identical terms to another tenant carrying on business within the same line (right of assignment), unless the landlord objects to such assignment on substantial grounds, such as the proposed assignee's financial position or knowledge of the relevant line of business.

(2) In case of termination for breach by the assignee, the assigning tenant may re-enter into possession of the premises. Such right of re-entry shall be subject to the original tenant reimbursing, within 14 days from demand by the landlord, all costs incidental to the recovery of arrears of rent, repossession proceedings and any other costs incurred by the landlord in connection with the termination of the tenancy.

(3) The tenant shall not assign the tenancy of premises to which the business carried on by both spouses or by the other spouse, without the consent of the spouse. Section 72, second and third sentences, shall apply, correspondingly.

75(1) On the death of a tenant, the surviving spouse is entitled to continue the tenancy.

(2) Where the tenant of a flat dies without leaving a spouse, any other person with whom the deceased tenant had cohabited for a period of not less than 2 years preceding the death may continue the tenancy.

(3) On the death of a tenant carrying on a business for which the continued location in the property is of essential importance and value to the business, leaving no spouse, any issue of the tenant or any son- or daughter-in-law may take over the tenancy, unless the landlord objects on substantial grounds. It is a condition that the person taking over the tenancy has the required knowledge of the line of business conducted by the deceased tenant, and

that the said person intends to carry on the business, whether alone or with his or her spouse. If the person in question does not take over the tenancy, the landlord shall not let the premises to a third party on more lenient terms than those offered to the aforesaid party.

(4) In case of the tenant's death, both the landlord and the estate of the deceased tenant are generally entitled to terminate the tenancy, giving the usual period of notice, whether or not the tenancy was entered into for a fixed longer term or subject to a longer period of notice.

(5) If the premises are let as a care home, cf. section 1(1), second sentence, of the former Act on Housing for Elderly and Disabled Persons, cf. Consolidation Act No. 316 of 24 April 1996, or section 5(2) of the Act on Social Housing and Subsidised Private Co-operative Housing, etc., or an unsubsidised private care home, cf. section 1(5), and where a tenant dies without leaving a surviving spouse or any other person with whom he or she had been cohabiting as specified in subsection (2) hereof, the tenancy may be terminated at 1 month's notice, notwithstanding subsection (4) hereof.

76 If the tenant of a flat moves to a nursing home, sheltered housing or the like due to old age or illness, or to a care home provided for under section 1(1), second sentence, of the former Act on Housing for Elderly and Disabled Persons, cf. Consolidation Act No. 316 of 24 April 1996, or section 5(2) of the Act on Social Dwellings and Subsidised Private Co-operative Housing, etc., or an unsubsidised private care home, cf. section 1(5), section 75(1) and (2) above shall apply, correspondingly.

77 In case of the tenant's separation or divorce or annulment of the tenant's marriage, the grant or decree shall specify, if necessary, which of the spouses shall be entitled to continue the tenancy. The spouse whose business is connected to business premises shall enjoy priority rights in respect of such premises and any connected dwelling.

77a Where parties, having for not less than 2 years been living together in the same household, separate, they may agree which of them will be entitled to continue the tenancy of their joint home. In the absence of such agreement, cf. the first sentence hereof, and on special grounds including in particular the welfare of any minor children, it may be decided by court order which of the parties will be entitled to continue the tenancy. Section 77, second sentence, above, shall apply, correspondingly.

78 Where the tenant has deserted his or her spouse, the said spouse is entitled to continue the tenancy as provided for by section 75(1), above.

79 The tenant shall not waive his or her rights under sections 69-70, 72-73 and 75-78, above.

Part XII A

Hearing of cases regarding tenants' non-compliance with proper conduct before rent assessment committees

79a(1) Sanctions may be imposed on a tenant pursuant to section 79b hereof if the tenant behaves in manner that inconveniences the property, the landlord, the landlord's employees, the other tenants of the property or others having lawful business in the property:

(i) where the tenant resorts to violence or threatens to use physical violence against the said persons;

(ii) where the tenant's behaviour constitutes a possible danger to the property or to the said persons, for example due to the tenant's use of weapons or due to the tenant storing dangerous materials in the premises;

(iii) where the tenant's behaviour inconveniences the said persons in the form of general insecurity, brutalisation of the environment of the property or health risks;
(iv) where the tenant without resorting to physical violence harasses the said persons;
(v) where the tenant makes unacceptable noise that inconveniences the said persons, in the form of noisy human behaviour, loud music or loud noise from machines;
(vi) where the tenant destroys the property or the goods and chattels of the property or the goods and chattels of common areas;
(vii) where the tenant fails to keep the premises in good and tenantable repair;
(viii) where the tenant's domestic animals significantly inconvenience the said persons due to noise, obnoxious smells and filthiness or because such animals constitute a danger to or intimidate the said persons;
(ix) where the tenant behaves in a noisy manner, in cases not specified in paragraph (v) above, that inconveniences the said persons;
(x) where the tenant's domestic animals, in cases not specified in paragraph (viii) above, inconvenience the said persons; and
(xi) where the tenant in any other way behaves in a way that inconveniences the property or the said persons.
(2) Sanctions may also be imposed on a tenant pursuant to section 79b hereof if the tenant keeps domestic animals contrary to the tenancy agreement or the rules and regulations governing the use of the premises whether or not such domestic animals inconvenience the property or the persons specified in subsection (1) above.
(3) Sanctions may be imposed on the tenant whether or not responsibility for the behaviour described in subsections (1) and (2) lies with the tenant, members of his household or any third party he has admitted to the premises.
79b(1) Where the tenant has failed to comply with the rules of proper conduct, cf. section 79a above, one of the following sanctions may be imposed on him:
(i) the tenancy may be made conditional upon the tenant complying with specific conditions in respect of his behaviour in the property. If the tenant fails to comply with the said conditions in the first year after the decision is made, the landlord may terminate the agreement with or without notice pursuant to the provisions of Parts XIII and XIV hereof;
(ii) The tenant may be warned that if he continues to disregard the rules of proper conduct, cf. section 79a hereof, the tenancy may be made conditional pursuant to paragraph (i) or the landlord may terminate the tenancy with or without notice pursuant to the provisions of Parts XIII and XIV.
(2) The imposition of sanctions on a tenant due to non-compliance with the rules of proper conduct under subsection (1) above shall be subject to the non-compliance taking place in spite of a reminder from the landlord.
79c The landlord may bring matters pertaining to the imposition of sanctions under section 79b before the rent assessment committee in pursuance of part VI of the Act on Temporary Regulation of Housing Conditions. Where a demand has been made to the effect that the tenant shall be given a warning, the rent assessment committee cannot impose a more severe sanction on the tenant.
79a-79o (Repealed).

Part XIII

Denunciation

80(1) Fixed-term tenancies shall expire without further notice at the end of the fixed term. A fixed-term agreement shall not be terminated by notice during the fixed term except by agreement between the parties or in case of breach by the other party.

(2) Where the landlord knowingly accepts that the tenant remains in occupation of the premises for more than 1 month after expiry of the term, without requiring the tenant to vacate the premises, the tenancy will continue for an indefinite term.

(3) The housing tribunal may set aside any provision for a fixed term, where such provision is not found to be warranted by the landlord's own situation.

81(1) Where a tenancy agreement is not entered into for a fixed term, or where the duration of any such term cannot be established, the tenant may give notice to terminate the agreement.

(2) Provided always that a tenant shall not give notice to terminate a tenancy agreement relating to the matrimonial home or premises to which the business of the spouses or of the other spouse is connected, except with the consent of his or her spouse. Section 72, second and third sentences, above, shall apply, correspondingly.

82 The landlord may give notice terminating tenancies of

(a) separate rooms for residential purposes where the room forms part of the landlord's flat or of a single- or double-occupancy house occupied by the landlord;

(b) flats in buildings in which only 2 flats exist at the time of the tenancy agreement and where the landlord occupies one of such flats. This rule applies even where the owner is using one or more rooms in the house for non-residential purposes, and even where one or more rooms in the property are let for residential purposes;

(c) premises for restaurants, shops, kiosks or similar uses in railway stations, theatres, buildings owned by associations or societies, places of entertainment, forests, parks, etc., where the business is catering for the sections of the public using the said enterprises, forests or parks, and where the business is directly connected thereto;

(d) garages, stables, etc.

83(1) Tenancies other than those listed in section 82, above, shall not be terminated by the landlord except in the following circumstances, but see sections 84 and 88, below:

(a) Where the landlord intends to use the premises for his own purposes.

(b) Where the landlord shows that the property is to be demolished. The same shall apply where the landlord shows that the premises must be vacated due to rebuilding of the property, and that the property, following such rebuilding, will be comprised by the Act on Social Housing and Subsidised Private Co-operative Housing, etc., or the rebuilding takes place due to compulsory acquisition or for a specific purpose qualifying for compulsory acquisition.

(c) Where the tenant of a flat has been employed as a property manager or in any other capacity for which it is of essential importance that he is a resident of the property, and the landlord establishes that his work has not been satisfactory. The tenancy shall not be terminated except where the flat is to be re-let to his successor.

(d) Where the tenant of a flat which is let as a tied dwelling to the tenant's employer resigns or has resigned from his employment, and the flat is required for another employee.
(e) Where the tenant has failed to comply with the rules of proper conduct, cf. section 79a(1)(i)-(viii) or (xi), cf. section 79b(2), and the non-compliance is such that the tenant must vacate the premises.
(f) Where the tenant has failed to fulfil the conditions of a conditional tenancy, cf. section 79b(1)(i), and the non-fulfilment is such that the tenant must vacate the premises.
(g) Where the landlord is particularly anxious to be released from the tenancy on any other substantial grounds.
(2) Where the tenancy relates to a care home provided for under section 1(1), second sentence, of the former Act on Housing for Elderly and Disabled Persons, cf. Consolidation Act No. 316 of 24 April 1996, or section 5(2) of the Act on Social Housing and Subsidised Private Co-operative Housing, etc., or an unsubsidised private care home, cf. section 1(5), allocated by the municipal or county authority, such tenancy shall not be terminated under subsection (1) hereof except where suitable alternative accommodation is allocated to the tenant at the same time.
84 The right of termination provided for by section 83(1)(a), above, shall be subject to the following restrictions:
(a) Where the tenancy relates to a flat, it is a condition that the landlord intends to occupy the flat. Where the flat is owner-occupied not previously occupied by the landlord, it is a further condition that the tenancy agreement was entered into prior to 1 July 1986.
(b) Termination must be reasonable in view of the circumstances of both parties. In determining this factor, the duration of the landlord's ownership of the property and - for the purpose of terminating a residential tenancy - the tenant's possibilities of finding suitable alternative accommodation, should be considered.
(c) Tenancies of business premises shall not be terminated by the landlord with a view to conducted business within the same line as the tenant.
(d) Where the premises are owner-occupied, the tenancy shall not be subject to the right of termination except where the tenancy agreement has been entered into after conversion of the property into owner-occupied flats, and where the tenant was made aware at the commencement of the tenancy that the premises are an owner-occupied flat and that termination is subject to section 83(1), above.
(e) A tenant who is a residents' representative shall not be given notice of termination.
(f) Where the landlord is occupying a flat in the property when giving notice of termination, the landlord shall at the time of such notice offer the tenant to take over such flat.
(g) Where the property is jointly owned by several persons, the owners may only give a residential tenant notice of termination.
85(1) Where a residential tenant is given notice of termination under section 83(1)(a), (b), (c) or (g), the landlord shall without undue delay offer to let another flat in the property to the tenant if any such flat becomes available for occupation within 3 months from the date on which the tenant has been given notice to vacate his flat, and if such flat has to be let.
(2) Where a tenant is given notice of termination under section 83(1)(b), above, the landlord shall at the time of the notice of termination offer to let a flat or other premises of the same category as those to be vacated where flats or premises are re-let after the reconstruction or rebuilding.

(3) Where a tenant is given notice of termination in respect of a flat under section 83(1)(b), above, due to conversion of a property to social housing for the elderly or young people under the Act on Social Housing and Subsidised Private Co-operative Housing, etc., subsections (1) and (2) hereof shall only apply where the tenant is a person entitled under the said Acts.

(4) Where the tenant of a flat, cf. subsection (3) hereof, is not a person entitled under the Acts listed in subsection (3) hereof, the landlord shall at the time of giving notice of termination offer to let other suitable accommodation to such tenant. Accommodation shall be deemed to be suitable where the requirements of section 85a(2), second and third sentences, are satisfied.

85a(1) Where the tenant of a flat is given notice of termination under section 83(b), above, due to compulsory acquisition, the tenant is entitled to be allocated alternative accommodation, but see section 85c, above. The same shall apply where termination is due to demolition or rebuilding for a specific purpose, qualifying for compulsory acquisition. The tenant of a room not forming part of the landlord's flat or of a single- or dual occupancy house occupied by the landlord, enjoys the same rights as the tenants referred to in the first and second sentences hereof.

(2) The municipal council shall allocate alternative accommodation; such accommodation shall be of a suitable size, location, quality and facilities. A dwelling is of a suitable size where it has either one room more than the number of members of the household or has the same number of rooms as the dwelling formerly occupied by the household.

85b(1) Tenants to whom the municipal council has a duty to allocate alternative accommodation, cf. section 85a, above, are entitled to reimbursement of reasonable removal costs, with documentation.

(2) Application for removal allowance shall be filed with the municipal council, which will calculate and pay the amount of any such allowance.

85c(1) Tenants of properties subject to a compulsory acquisition order under section 38 of the Preparedness Act shall not be covered by sections 85a and 85b, above. The same shall apply to tenants who have been made aware, before entering into the tenancy agreement, that the property is due to be used for a purpose qualifying for compulsory acquisition, except where vacation is not required until at least 5 years after commencement of the tenancy.

(2) A landlord who has been made aware that the property is to be used for a purpose qualifying for compulsory acquisition, by public notice convening an inspection meeting, a site survey, or in any other manner, shall advise the tenant in writing of the rules of subsection (1), second sentence, hereof, before entering into the tenancy agreement. In case of failure by the landlord to observe the duty of disclosure, the planning authority may claim reimbursement from the landlord of any costs thereby incurred.

85d(1) Where a tenant carrying on business from premises in the property is given notice of termination under section 83(b), above, due to compulsory acquisition, the tenant is entitled to compensation. The same shall apply where such notice is given due to demolition or rebuilding for the achievement of a purpose qualifying for compulsory acquisition. Provided always that the tenant is only entitled to such compensation where the business is continued, and where evidence of a loss is provided which could not reasonably have been avoided.

(2) Compensation in pursuance of subsection (1) hereof shall be payable towards

(a) losses on machinery and equipment and installations;
(b) operating losses during the removal period;
(c) removal costs; and
(d) reasonable costs of expert assistance.
(3) The amount of compensation payable under subsection (1) hereof shall be reduced by any compensation granted for compulsory acquisition or in pursuance of sections 88-90, below.
(4) Where a tenant as defined in subsection (1) hereof finds alternative premises which are available for possession before the expiry of the notice of termination, the municipal council may grant a reasonable compensation not exceeding the rent for the existing premises for the period between removal and expiry of the notice. Compensation shall not be payable before the date of the notice of termination, but may be paid upon documentation of alternative premises having been found.
(5) The municipal council's decision under subsections (1)-(3) may be referred to the valuation authorities referred to in the Act on Public Roadways. Any complaint to the valuation authorities shall be filed within 4 weeks of the complainant's receipt of the decision complained about.
85e(1) The planning authority shall reimburse the municipal council's costs of providing and allocating alternative accommodation and any removal allowance under section 85b, above, and compensation under section 85d, above.
(2) The Minister for Social Affairs is authorised to lay down rules governing the determination of the removal allowance provided for under section 85b, above, and the compensation provided for under section 85d, above, and the determination of the administrative costs resulting from the municipal council's duty to allocate alternative accommodation under section 85a, above, and to calculate and pay the removal allowance provided for under section 85b, above, and compensation under section 85d, above.
86(1) The period of notice shall be 3 months, expiring on the first working day of a month, not being a day preceding a public holiday. Provided always that the period of notice shall be 1 month for the tenancies listed in section 82(a) and (d), above.
(2) In case of termination under sections 82(b) and 83(a), above, the tenant is entitled to a period of notice of not less than 1 year, expiring on an agreed date.
(3) Where the tenant vacates premises before the end of the notice period, the landlord shall seek to re-let the premises. Any amount recouped by the landlord, or any amount which the landlord ought to have recouped by such re-letting shall be deducted from his claim against the tenant.
87(1) The landlord's notice of termination under section 82(b) and section 83, above, shall be in writing, specifying out the tenant's right to object under subsection (2) hereof. The landlord's notice of termination under section 83, above, shall further specify the ground for termination. Where the premises are let for non-residential purposes, the notice of termination shall also state the tenant's rights under sections 88-90. If the notice does not state the said particulars, it shall be void.

(2) If the tenant refuses to accept the notice of termination, he shall object in writing within 6 weeks from the date of receipt of the notice. In that case, the landlord shall commence proceedings before the housing tribunal within 6 weeks from the expiry of the time limit applicable to the tenant if the landlord insists on the termination.

88(1) A tenant carrying on a business the continued location of which in the property is of essential importance and value to the business, shall not be given notice of termination under section 83, above, except where such termination is reasonable in view of the circumstances of both parties.

(2) In deciding whether termination is reasonable under subsection (1) hereof, regard shall be had to the duration of the period during which the business has been carried on from the rented premises, the value of the customers, the net profits of the business, any substantial objections to the person or business conduct of the tenant, his use and management of the rented premises and any improvements thereof.

89(1) Where a tenant carrying on a business the continued location of which in the property is of considerable importance and value to the business is given notice of termination, such tenant may be granted a compensation for such termination.

(2) In calculating the compensation provided for under subsection (1) hereof, the housing tribunal shall, in addition to the factors set out in section 88(2), above, consider the following aspects in particular:

(a) The depreciation of the machinery and equipment, etc., belonging to the tenant in case of removal;

(b) the tenant's removal costs;

(c) the fact that the property is to be demolished or rebuilt, and that the tenant was made aware of such fact when entering into the tenancy agreement.

(3) The tenant is not required to move until he has received the compensation awarded, or until the landlord has provided adequate security for such compensation, whether by bank guarantee or otherwise.

90(1) Where the tenant intends to accept the notice of termination, but intends to claim compensation under section 89, above, the tenant shall give the landlord notice thereof within 6 weeks from the date on which the landlord's notice of termination reached him.

(2) In addition, the tenant must issue proceedings before the housing tribunal within 6 weeks from the expiry of the time limit specified in subsection (1) hereof.

91(1) The housing tribunal may order that the full amount of compensation or any part thereof shall be repaid to the landlord if the tenant opens another business within the same line within a time limit to be fixed by the court, but not exceeding 3 years, and within a distance from the former premises as specified by the court.

(2) The tenant shall not open a business within the same line within the distance in terms of time and place as specified by the court, until he has repaid compensation in pursuance the provisions of subsection (1) hereof.

92(1) The provisions of sections 83-90, above, for the purpose of termination by the landlord, shall not be derogated from by agreement to the tenant's detriment as long as he has not been given notice by the landlord.

(2) The tenant shall not waive the rights of his or her spouse under section 81(2), above.

Part XIV

The landlord's right of termination without notice

93(1) The landlord may terminate the tenancy agreement without notice on the following grounds:

(a) In case of default in the punctual payment of rent or other money liability, cf. subsection (2) hereof.
(b) Where the premises are being used otherwise than agreed and the tenant fails to discontinue such use despite the landlord's objection.
(c) Where the tenant objects to allowing the landlord or any third party to enter upon the premises, in case they are entitled thereto under sections 54, 62 and 97.
(d) Where the tenant has vacated the premises out of time without any agreement with the landlord.
(e) Where the tenant neglects the premises and fails to repair the premises without delay upon notice by the landlord requiring the tenant to do so.
(f) Where the tenant transfers the use of the premises to a third party where he is not entitled to do so and fails to terminate such transfer despite the landlord's objections.
(g) Where the tenant has failed to comply with the rules of proper conduct, cf. section 79a(1)(i)-(viii) or (xi), cf. section 79b(2), and the non-compliance is such that the tenant must vacate the premises.
(h) Where the tenant has failed to fulfil the conditions of a conditional tenancy, cf. section 79b(1)(i), and the non-fulfilment is such that the tenant must vacate the premises.
(i) Where a person has been punished in pursuance of section 4 of the Act on the Prohibition of Guests in Certain Premises for having received guests in or about the premises in contravention of a statutory injunction.
(j) Where the tenant of a shop or a bar fails to comply with the duty to keep the shop open and in proper operation, despite the landlord's warnings.
(k) Where a tenant paying rent by way of work or services rendered, neglects his duties in the performance of such work or services, and the employment is therefore terminated.
(l) Where the tenant is otherwise in breach of his obligations in such a way as to require his removal.
(2) The landlord shall not terminate the agreement without notice, except due to late payment, if the tenant has not paid the arrears within 3 days from written notice requiring such payment has reached the tenant. The landlord's notice shall be given after the last due date for payment and shall state explicitly that the tenancy may be terminated if the back rent is not paid within the time limit. Section 33(3), above, shall apply, correspondingly. The landlord may charge an amount of DKK 100 plus 2% of any amount owing in excess of DKK 1,000. As from 1998 the amount under the first sentence shall instead be adjusted according to the movements of the net retail price index published by Statistics Denmark over a 12-month-period ending in June the year before the financial year affected by the adjustment. The amount specified in the fourth sentence was calculated in 1994 figures and adjusted once a year by 2.0% with the addition of an adjustment percentage for the financial year in question, cf. the Act on an Adjustment Percentage Rate. The amount is rounded to the nearest full amount. The fee shall constitute a money liability as between the landlord and tenant.
(3) A tenancy agreement pertaining to a care home under section 1(1), second sentence, of the former Act on Housing for Elderly and Disabled Persons, cf. Consolidation Act No. 316 of 24 April 1996, or section 5(2) of the Act on Social Housing and Subsidised Private Co-operative Housing, etc., or an unsubsidised private care home, cf. section 1(5), allocated by the municipal or county authority, shall not be terminated under subsection (1) hereof except where suitable alternative accommodation is allocated to the tenant at the same time.

94(1) Where the matter for which the tenant is blamed is deemed to be immaterial, the landlord is not entitled to terminate the tenancy agreement without notice.

(2) The landlord cannot rely on any of the grounds set out in section 93(1)(a)-(f), above, if the breach in question had been remedied before termination by the landlord.

95(1) On termination by the landlord, the tenant shall vacate the flat immediately and shall pay rent etc. until the expiry of the usual period of notice. Also, the tenant shall indemnify the landlord from any loss, including the cost of recovering possession of the premises.

(2) The landlord shall seek to re-let the premises. Any amount thereby recouped by the landlord, or any amount that the landlord ought to have so recouped, during the period set out in subsection (1) hereof shall be deducted from the landlord's claim against the tenant.

96 The provisions of this Part of the Act shall not be derogated from by any agreement authorising the landlord to terminate the agreement without notice on any grounds other than those specified in section 93, cf. section 94, above, or having more far-reaching implications for the tenant than provided for by section 95, above.

Part XV

Vacation by tenants

97(1) Where notice of termination has been given, or where the premises must be vacated for any other reason, the tenant shall allow access to third parties for the purpose of inspecting the premises. The tenant will decide on the specific time for such inspections. Access for inspection shall be allowed for not less than 2 hours every second working day at reasonable times. The premises may only be inspected with the landlord or the landlord's agent where the tenant is not represented.

(2) Within 8 days from vacation the tenant shall indicate the address to which notices, including objections under section 98, below, may be sent.

98(1) The premises must be vacated not later than 12 o'clock noon on the relevant date. The tenant shall leave the premises in the original state and condition, except for any deterioration due to fair wear and tear and not subject to the tenant's repairing obligations, and any defects for which the landlord is responsible. The tenant shall not be ordered to leave the premises in a better state of repair than upon possession.

(2) The landlord is not entitled to file any claims under subsection (1) hereof after 2 weeks from the date of the tenant's vacation of the premises. This shall not apply where the defect is not ascertainable by the use of ordinary care and skill, or where the tenant has acted fraudulently. If the landlord inspects a flat with the tenant in connection with vacation of the flat, the landlord shall - in properties having residents' representation - inform the tenant of the right to have the residents' representative take part in the review. At the tenant's request the landlord shall summon the residents' representatives in writing, giving a reasonable period of notice, to attend the inspection. Where an inspection report is prepared, the residents' representatives shall be given a copy.

(3) The Minister for Social Affairs is authorised to lay down rules governing the drafting of standard form inspection reports, subject to consultation with national organisations of houseowners' associations and tenants' associations.

99(1) Any improvements made by the tenant shall not be removed unless the tenant reinstates the premises to the original condition at the commencement of the tenancy.
(2) Where the tenant has altered the premises with the landlord's consent in pursuance of section 28, above, the landlord shall not demand reinstatement except where such consent was granted subject to reinstatement upon vacation.
(3) Where the tenant has started improvements etc., subject to reimbursement upon removal, cf. sections 62a(1) and 63, and where such improvements have not been completed, the landlord may either demand completion of the improvements or possibly reinstatement.
99a The provision of section 98(1), third sentence, above, shall not be derogated from by agreement to the tenant's detriment.

Part XVI

Mandatory obligation to offer property to existing tenants

100(1) In properties used wholly or in part for residential purposes the landlord shall offer the property to the tenants on a co-operative basis before disposing of the property to a third party.
(2) The provisions on the obligation to offer a property to existing tenants shall apply to properties used exclusively for residential purposes, containing 6 or more flats. The provisions shall also apply to other properties containing not less than 13 flats.
(3) The aforesaid provisions shall not apply to properties converted into owner-occupied flats. This shall not apply to the owner-occupied flat that, pursuant to section 10(2), third sentence, of the Act on Owner-occupied Flats, comprises the dwellings and any premises used for purposes other than accommodation in the original property.
(4) The said provisions shall not apply in the case of conveyance of properties belonging to social housing organisations where such properties are still in the ownership of a social housing organisation, nor in the case of conveyance of properties in connection with the combination or conversion of separate dwellings for the elderly, independent dwellings in shared housing or independent residential institutions for young persons to constitute a division of a social housing organisation.
(5) The offer obligation provided for in subsections (1) and (2) hereof shall remain in force even where the owner parcels out, registers or transfers parts of the property under the Act on Land Development and other entries on the register, after the adoption of this Act.
101(1) The offer obligation shall be subject to any private rights of preemption or options to buy registered on or before 3 May 1979, but shall otherwise take precedence over any other interests in the property whensoever created.
(2) The offer obligation shall lapse once the property is converted into owner-occupied flats, but see section 100(3), second sentence.
102(1) The offer obligation shall apply where the property of any part thereof is tram by sale, gift, amalgamation or exchange of properties. It shall likewise apply in case of transfer of shares in limited companies where the transferee thereby obtains a majority of votes in the company.
(2) Provided always the obligation shall not apply

(a) where the transferee is the State, a municipality or a recognised redevelopment company; or
(b) where the transferee is the existing owner's spouse or is related to the owner by consanguinity or affinity, whether in ascending or descending lines, or in the collateral line extending to siblings or their children;
(c) where the transferee is a former co-owner;
(d) where transfer is by inheritance, unless the transferee is a legal person.

103(1) The offer obligation is discharged by an offer from the owner addressed to all tenants of flats to the effect that a housing co-operative established by the residents may acquire the property subject to the price, cash down payment and other terms and conditions obtainable by the owner on a sale to a third party. The terms and conditions shall be of such a nature that the housing co-operative is in a position to honour them. The period for acceptance shall be not less than 10 weeks, provided always that the month of July shall not be included in the acceptance period.

(2) In case of a contemplated sale, the offer shall be accompanied by documentation to the effect that the owner can actually sell the property on the terms and conditions offered. In case of a contemplated conveyance by gift, merger, exchange of properties or a contemplated appropriation from the estate of a deceased person, a survey shall be conducted to establish whether the purchase price and the other terms and conditions offered correspond to the market value of the property as a rental property, cf. the provisions of section 343 of the Administration of Justice Act.

(3) In case of a transfer of shares and parts, where the offer obligation under section 102(1), second sentence, applies, a survey shall likewise be conducted, cf. subsection (2) hereof.

(4) On or before the date of the offer, the owner shall give the usual information of the property, including operating costs, tenancies and balances on the various accounts to be kept by the owner under this Act and the Act on Temporary Regulation of Housing Conditions. The time for acceptance specified in subsection (1) hereof shall run from the date of the tenant's receipt of the said particulars.

(5) The owner may refuse the acceptance from the housing co-operative unless at least 50% of the tenants of flats at the date of acceptance are members of the co-operative, or if the co-operative fails to prove upon demand its ability to pay the cash down payment required.

(6) If the owner's offer is not accepted, the property may be transferred to a third party by sale subject to the terms and conditions offered, or by gift, exchange of properties or appropriation from the estate of a deceased person, provided the title document is filed for registration within one year from the offer to the tenants.

104 Specific provisions on the registration of documents conveying a property subject to a mandatory offer obligation shall be laid down by the Minister for Justice.

105 The provisions of sections 100-104, above, shall not be derogated from by agreement to the tenant's detriment.

Part XVII

Intermediaries between landlords and tenants

(Repealed)

Part XVIII

Rent assessment committee and housing tribunal

106 The rent assessment committees set up pursuant to the Act on Temporary Regulation of Housing Conditions shall resolve the following disputes subject to the provisions of Part VI of the said Act:

(1) Disputes concerning rent adjustment under the provisions of sections 47-52 and 53(2) and as to determination of rent under Part VIII A.

(2) Disputes concerning premium and prepayment of rent under section 34. In this connection, the committee may permit derogation from section 34(1); cf. section 34(2).

(3) Disputes concerning the discharge of the landlord's cleaning, maintenance and replacement obligation; cf. Part IV.

(4) Disputes concerning the discharge of the tenant's cleaning, maintenance and replacement obligation; cf. Part IV. This shall also apply to any disagreement on the discharge of the tenant's repairing obligation upon vacation. The committee shall further settle any dispute concerning the repayment of any premium in connection with vacation of the premises.

(5) Disputes concerning rent increases under the provisions on improvements under sections 58 and 59, including prior notice of commencement of such improvements under section 55, and the committee may fix a time within which building accounts shall be presented, cf. section 59(4). Disputes concerning rent increases and reimbursement under sections 60 and 61. The committee shall further settle any disputes concerning the tenant's right to carry out improvements etc. of the flat subject to reimbursement under section 62a, including any disagreement on a reduction of the basis of calculation of compensation under section 62a(4) for the expenses incurred by the tenant on improvements etc., and any disagreement on the calculation of rent increases under section 62a(9).

(6) Disputes concerning tenancy agreements entered into under section 53(3)-(5) and concerning whether or not an agreement made under section 53(3)-(5) is reasonable, cf. section 36 of the Contracts Act.

(7) Disputes concerning the tenant's payment for heating, etc. under Part VII, including any disagreement about on account contributions and the implementation of work covered by section 46a(2), antenna charges and payment for access to electronic communication services under Part VII A and about payment for water, etc. under Part VII B, including cases in which the landlord is objecting to the installation of water meters under section 46j(5), and any disagreement about on account contributions.

(8) Disputes concerning the tenant's right to install aids under section 29(9), concerning premiums under section 29(4) and (5), disputes concerning the rules of Part X A, cf. section 63h(2), and disputes concerning whether or not an agreement under section 66a on improvements is obviously unreasonable.

(9) Disputes concerning the landlord’s right to dispose of space in attic storeys pursuant to section 53(5) and section 15a(3) of the Act on Temporary Regulation of Housing Conditions.

(10) Disputes concerning a tenant’s non-compliance with rules of proper conduct pursuant to sections 79a-79c that are brought before the rent assessment committee pursuant to section 79c, first sentence.

107(1) Disputes concerning tenancies covered by this Act may if the matter cannot be brought before the rent assessment committee or in the municipality of Copenhagen the appeals board, may be brought before the district court as the first instance. The court will be designated the housing tribunal.

(2) The court will be assisted by 2 lay judges if one of the litigants so requests or if the court directs that lay judges shall act.

108(1) The professional judge shall preside over the housing tribunal as chairman. In judicial districts having than one judge it shall be determined which of the judges shall preside, subject to the provisions of the Administration of Justice Act.

(2) For each judicial district, the president of the relevant High Court shall appoint a number of lay judges for a period of 4 years. The persons appointed after consultation with the large houseowners' association in the judicial district shall be entered on a list. Persons appointed after consultation with the large tenants' associations in the judicial district shall be entered on another list.

(3) In the absence of any large houseowners' or tenants' associations in the district, the persons to be entered on one list shall be appointed among such houseowners in the district as are also landlords, whereas the persons to be entered on the other list will be appointed among such tenants in the district as are not at the same time landlords.

(4) The Minister for Social Affairs shall decide on the organisations and associations to be consulted.

109(1) The appointees should have experience of housing and rent matters.

(2) The appointees should have Danish nationality, have full legal capacity and be of good character. They should not be under financial guardianship under section 5 of the Legal Guardianship Act or be incapable of managing their own affairs under section 7 of the Legal Guardianship Act, nor should their estates be administered in bankruptcy. Where any one of the said conditions is no longer satisfied, the appointment shall be revoked.

(3) Persons having attained the age of 65 or qualifying for exemption on any other reasonable grounds, or persons having been appointed less than 4 years earlier, may ask to be exempted.

(4) The Minister for Justice is authorised to lay down provisions on compensation and travelling allowance for lay judges.

110(1) The chairman of the housing tribunal shall select one person from each list as a lay judge, subject to negotiations with the parties. Where at all possible, those appointed should have special knowledge of the category of tenancy involved. The provisions of sections 60(1) and 61 of the Administration of Justice Act shall apply, correspondingly.

(2) Lay judges shall not take part in pre-trial proceedings, except where such proceedings involve examinations of parties and witnesses, verification of experts' reports or making of an order on a contentious issue. The chairman may at all times summon the lay judges during pre-trial proceedings.

111(1) Proceedings must be brought before the competent court in the jurisdiction in which the property is situated.

(2) Where proceedings have been commenced, the parties may dispense with the provision set out in subsection (1) hereof, with leave of the court.

(3) Where a case falling within the jurisdiction of the ordinary courts is brought before the housing tribunal, or where a case falling within the scope of this Act is brought before the ordinary courts, the judge will refer such case to the competent court.

112(1) Cases shall be heard by the housing tribunal subject to the provisions of the Administration of Justice Act governing civil cases, correspondingly.

(2) During pre-trial proceedings a settlement may be negotiated by the chairman sitting alone.

(3) The housing tribunal may inspect the premises.

(4) Decisions of the housing tribunal shall be majority decisions.

(5) The provisions of the Administration of Justice Act governing free legal aid shall apply, correspondingly.

112a The provisions of this Part of the Act shall not be derogated from.

113(1) Appeals from housing tribunal decisions shall lie to the High Court, subject to the provisions of the Administration of Justice Act governing appeals from district court decisions.

(2) Housing tribunal decisions and settlements shall be enforceable in pursuance of the provisions of the Administration of Justice Act governing the enforcement of judgments and settlements.

Part XVIII A

Disqualification of administrators of rental properties

113a(1) The owner of a property containing not less than 2 rented flats may be disqualified by court order from administering properties containing rented flats or from appointing administrators of the owner's properties containing rented flats. Disqualification may be for a fixed term from one to five years from the effective date of the order.

(2) An owner may be disqualified pursuant to subsection (1) hereof in case of persistent gross breach of the provisions of this Act or the provisions of the Act on Temporary Regulation of Housing Conditions.

(3) In other cases an owner may be disqualified in pursuance of subsection (1) hereof who has

(i) on two occasions received a custodial or non-custodial sentence in pursuance of the provisions of this Act, the Act on Temporary Regulation of Housing Conditions, the Act on Urban Renewal and Housing Improvement or the Act on Urban Renewal and Urban Development;

(ii) on two occasions received a non-custodial sentence under the Building Act for having failed to carry out any maintenance and repairs necessary to avert danger to the residents of a building complex or other persons;

(iii) on two occasions been subject to compulsory administration, cf. the Act on Compulsory Administration of Rental Properties.

(iv) on three or more occasions failed to comply with a final rent tribunal decision within a period of two years; or

(v) on three or more occasions had works initiated by the Houseowners' Investment Fund, cf. section 60 of the Act on Temporary Regulation of Housing Conditions, within a period of ten years.

(4) Disqualification proceedings under subsections (2) and (3) hereof and under subsection (5) hereof shall be conducted as criminal proceedings. For the purpose of disqualification proceedings, cf. section 3(iv), the rent tribunals shall, when they are made aware thereof, report to the Houseowners' Investment Fund information on

final decisions with which an owner has not complied. When the Houseowners' Investment Fund has received reports on three final decisions within two years, with which an owner has not complied, the Houseowners' Investment Fund shall inform the rent tribunals involved. The rent tribunal(s) involved shall assess whether the conditions for disqualification have been met. Where the tribunals involved agree that the Act provides a basis for disqualification proceedings, they shall lay an information against the owner. For the purpose of disqualification proceedings, cf. subsection (3)(v), the Houseowners' Investment Fund shall inform the rent tribunals involved when the Fund three times within ten years has initiated work for an owner pursuant to section 60 of the Act on Temporary Regulation of Housing Conditions. The rent tribunal(s) involved shall assess whether the conditions for disqualification have been met. Where the tribunals involved agree that the Act provides a basis for disqualification proceedings, they shall lay an information against the owner. Disqualification proceedings under subsection (2) and subsection (3)(iii) – (v) shall not be commenced except at the request of the rent tribunal. Proceedings may be commenced without at the same time claiming specific remedies.

(5) In case of disqualification from administering rental properties or appointing administrators of such properties under subsection (1) hereof for a period exceeding two years, the question of whether the disqualification order may be removed shall be brought before the court upon request. At least two years shall have elapsed since the date of the disqualification order. In case of disqualification for a fixed term, the rights may only be restored in exceptional cases.

(6) Any non-compliance with an order under subsection (1) hereof shall be punishable by a fine or imprisonment of up to four months.

(7) Criminal liability may be imposed on companies, etc. (legal persons) under the rules of Part V of the Criminal Code.

113b(1) Where an owner is convicted under section 113a, above, the Houseowners' Investment Fund shall be given notice thereof by order of the court.

(2) Thenceforth, the Houseowners' Investment Fund shall be responsible, at the owner's expense, for the administration of the properties comprised by the disqualification order during the period of the relevant term. The Houseowners' Investment Fund may decide to leave the administration to an administrator the Fund finds qualified, at the owner's expense.

(3) Section 60(3) and (4) of the Act on Temporary Regulation of Housing Conditions shall apply correspondingly.

(4) The Minister for Social Affairs is authorised to lay down specific rules for the Houseowners' Investment Fund's administration; cf. subsection (2) hereof.

Part XIX

Commencement etc.

114 This Act shall come into force on 1 January 1980

115 Act No. 23 of 14 February 1967 on Rent, as amended, shall be repealed.

115a The Minister for Social Affairs is authorised to lay down provisions governing the calculation of the gross floor area of residential and business premises pursuant to this Act.

116(1) The Minister for Social Affairs may authorise an agency established under the auspices of the Ministry to exercise the powers vested in the Minister under this Act.

(2) The Minister for Social Affairs is authorised to lay down rules governing the right to appeal against any decisions authorised under subsection (1) hereof, including that such decision shall not be brought before the Minister.

116a A proposed amendment to section 47(2), second sentence, and Part VIII A shall be introduced to the Danish Parliament during the parliamentary session 1990-91.

117 This Act shall not extend to the Faeroe Islands and Greenland.

118 The provisions of Part XI and section 73 shall not apply to properties acquired by a municipal authority or an approved redevelopment company prior to 1 March 1975 and covered by an approved redevelopment plan.

119(1) Where the amount of rent deposited on a maintenance account under the existing rules, for whitewashing, papering and painting of the flat, exceeds the amount fixed under section 22, above, the higher amount shall be maintained until the landlord demands a rent increase under sections 47, 50 or 58, above.

(2) The provision of section 84(d) shall not preclude a landlord intending to use the premises from giving notice of termination where the premises had been converted into an owner-occupied flat before the conclusion of the tenancy agreement, and the tenancy agreement was made prior to 1 January 1980.

120 Where several rate adjustment percentages are announced for a given financial year, the latest percentage announced shall form the basis of the amounts and thresholds to be adjusted pursuant to the Act once a year by 2.0% plus an adjustment percentage for the current financial year.