

Maintenance Regulations

Maintenance regulations for the Housing Association Vanggården, Dept. XX.

Model A – general redecoration, the A-model – in brief.

During the rental period the tenant is liable for all interior maintenance and repairs, e.g. painting, wallpapering, floor treatment etc. The tenant bears all the costs and expenses related thereto.

The tenant is obliged to perform such maintenance and repairs as frequently as necessary to keep the tenancy in good shape, except for ordinary wear and tear.

Upon vacation of the tenancy the housing association will initiate a general redecoration, which includes painting, wallpapering, ceiling repair and cleaning according to requirement.

Redecoration may be omitted on building surfaces which during the pre-vacation inspection appear newly refurbished in accordance with good craftsmanship.

The tenant is liable for the costs and expenses of the redecoration, but the housing association will gradually take over the costs – in relation to the length of the rental period.

The tenant will be liable for all redecoration costs in case of failure to maintain the tenancy in good shape.

I Generally

Effect of the regulations

1. Effective from 15 August 2013 these maintenance regulations will replace previously issued regulations.

Change of tenancy agreement

2. These maintenance regulations apply regardless of any contractual clauses stating otherwise. These maintenance regulations replace or supplement the maintenance and repair regulations stipulated in the tenancy agreement.

Residents' Complaints Board

3. Disputes between the tenants and the housing association's fulfilment of the tenancy maintenance and repair obligations may be presented to the Residents' Complaints Board by any of the parties.

II Take-over of the flat

Conditions of the flat

1. On commencement of the tenancy the flat is in good and proper condition, and walls and ceilings appear newly redecorated. Remaining construction parts **cannot** be expected to be newly refurbished.

Disclaimer: This translation is for informational purposes only. If there is any discrepancy between the Danish version and the English translation, the Danish version shall prevail.

Take-over inspection

2. On commencement of the tenancy the housing association makes a take-over inspection during which it is determined whether the maintenance condition of the flat complies with the maintenance standard of the department and of this specific type of flat. The tenant is summoned for this inspection.

Moving-in report

3. During the take-over inspection the housing association makes up a report to which the tenant can add comments, if any. A copy of the take-over inspection report is handed out to the tenant either on site or is forwarded to the tenant not later than 14 days after the take-over inspection, in case the tenant is not present at the inspection or is unwilling to sign on receipt of the copy of the report.

Defects, damage and deficiencies must be pointed out within two weeks

4. If the tenant discovers defects, damage or deficiencies after the take-over, he/she must draw the housing association's attention to this in writing not later than two weeks after commencement of the tenancy.
5. The housing association may assess that one or more of the stipulated defects, damage and deficiencies are insignificant and should not be repaired. The tenant will not be held liable for such defects, damage and deficiencies on vacating the premises.

III Maintenance during the tenancy period

Tenant's duties of maintenance

1. Tenant is responsible for the maintenance of the flat interior, e.g. painting, wallpapering and floor treatment. Tenant must bear all costs in connection with this maintenance.
2. Tenant must maintain and repair as often as required to keep the flat in good and proper condition, except for ordinary wear and tear.

Specific exterior maintenance

3. Section V of the maintenance regulations stipulates if the tenant is responsible for maintaining and cleaning particular open spaces and access paths for residents, woodwork etc. close to the flat.
4. The housing association may make a written agreement with the tenant on specific exterior maintenance, in case no such maintenance has been stipulated in the general maintenance regulations.
5. The housing association is responsible for the overall maintenance of the housing block etc. The housing association maintains and replaces, if necessary, the glass panes, water and gas taps, power switches, toilet bowls, cisterns, sinks, bathtubs, refrigerators, electric cookers, washing machines, etc. installed by the housing association or by a tenant as part of his/her right of disposal.
6. The housing association maintains and replaces locks and keys, if required, and bears the costs incurred.
7. The housing association may decide to carry out interior maintenance besides what is already stipulated in Item 5.
8. In case of damage to the flat or its surroundings the tenant must inform the housing association immediately. If the tenant fails to do so, he/she will be held liable for any costs incurred due to the omission.

IV Moving out

General redecoration

1. On vacation of the flat a redecoration will take place. This redecoration includes the necessary
 - painting of ceilings and upper walls
 - painting or papering of walls
 - cleaningAny necessary removal of old wallpaper prior to new wallpapering will be paid by the housing

association, unless the old wallpapering is not made in accordance with good craftsmanship, or the tenant has carried out other wall treatment than specified in Section VI of the maintenance regulations

- 2.** The tenant will bear the costs for the general redecoration, but the housing association will gradually take over this obligation by 1% per month effective from the commencement of the tenancy to the termination of the tenancy. After 100 months the housing association will then be liable for the full costs of the redecoration.
 - 3.** In case of failure to maintain the tenancy in good condition, the tenant pays all expenses in connection with the redecoration of the tenancy.
 - 4.** Failure/neglect is evident when the flat – or part of the flat – is deteriorated or damaged as a consequence of erroneous use, erroneous or insufficient maintenance, or irresponsible conduct by the tenant and/or members of his/her household or others let in by the tenant.
 - 5.** In case extraordinary cleaning is necessary, also of household appliances, white goods, fittings/fixtures, sanitary appliances, etc., this is also considered neglect/failure to maintain tenancy in good condition.
 - 6.** A redecoration can be omitted for building surfaces which at the time of the moving-out inspection appear newly redecorated in accordance with good craftsmanship.
 - 7.** The housing association makes a moving-out inspection of the tenancy not later than two weeks after the vacation of the premises. The tenant is summoned to this inspection in writing with at least one week's notice.
 - 8.** During the pre-vacation inspection the housing association makes up a report stating the redecoration to be carried out, which repairs to
- Failure to maintain tenancy in good shape**
- Extraordinary cleaning**
- Omission of redecoration**
- Moving-out inspection**
- Pre-vacation inspection report**

be paid by tenant due to failure to maintain tenancy in good shape, and which repairs to be paid by the housing association

9. A copy of the pre-vacation inspection report is handed out to the tenant either on site or is forwarded to the tenant not later than 14 days after the vacation inspection, in case the tenant is not present at the inspection or is unwilling to sign on receipt of the report copy.

Information on redecoration costs

10. Not later than 14 days after the inspection, the housing association will inform the tenant in writing of the estimated redecoration costs and the tenant's share hereof, divided into costs for the ordinary redecoration and costs for repairs due to failure to maintain tenancy in good shape, if relevant

Final statement of account

11. The housing association will send the final statement of account on the redecoration costs to the tenant without delay, stipulating the redecoration work carried out, the expenses incurred, and the basis for the tenant's share of the costs. Any repairs incurred due to failure to maintain tenancy in good shape are specified and summed up.

12. In the final statement of account the tenant's total share of any over-expenditure cannot exceed 10 % compared to the initially estimated redecoration costs.

The carrying out of the redecoration/repairs

13. The redecoration/repairs will be carried out at the request of the housing association.

Redecoration in case of tenancy exchanging

14. On exchanging of tenancies the same rules and regulations apply as for other vacation of tenancies.

V Specific exterior maintenance (cf. III, 4)

Cleaning of stairs

1. The cleaning of stairs must be carried out by the residents in accordance with the rules and

regulations adopted by the department.

Stairwells

2. In case of damage to the stairwells or failure to maintain the stairwells properly, e.g. through paint or excessive dirt, the person(s) causing the damage/neglect will be liable for all maintenance and cleaning costs.
The same applies when moving in or out of the tenancy.
The department board/building inspector will assess the damage/neglect.

VI Special rules and regulations for interior maintenance (cf. IV, 1)

Paintwork:

A high-quality painting must be applied, e.g. Nordsjø, Teknos, Flügger or paint of similar quality.

Living room – kitchen/ hall - bedroom

1. Ceilings:

Walls:

Above kitchen table:

Bathroom

2. Ceiling:

Walls:

Woodwork

3. Base mouldings, door/window frames etc.: