

Maintenance Regulations for the Housing Association Fjordblink

Standard maintenance regulations made by the Federation of Non-Profit Housing Associations in Denmark, November 1998, according to the rules stipulated in the law of non-profit housing rental - law no. 968 of 17 December 1997, and declaration on maintenance and refurbishment of non-profit housing tenancies – declaration no. 371 of 19 June 1998.

Standard maintenance regulations

Model A – ordinary refurbishment

for the Housing Association Fjordblink

Adopted on the housing association's annual general meeting on 12 May 2009.

The A-arrangement – in brief

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

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.

After vacation of the tenancy the housing association will effect a redecoration including 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 ordinary 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 costs and expenses of redecoration in case of neglect/failure to maintain tenancy in good shape.

- | | | |
|------------------------------------|--------------------|--|
| Effect of the regulations | I Generally | 1. Effective from 12.05.09 these maintenance regulations will replace previously issued regulations. |
| Change of tenancy agreement | 2. | These maintenance regulations apply regardless of any conflicting agreement provisions. 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 Taking-over of the flat | | |
| Condition of the flat | 1. | On taking-over of the tenancy the flat is in good and proper condition, and walls and ceilings are newly refurbished.

Remaining construction parts cannot be expected to be newly renovated. The tenant must accept if the woodwork, fittings/fixtures and technical installations show signs of a wear and tear that is considered reasonable for a flat of that age. Additionally, the tenant must accept the choice of colour applied on woodwork and fittings/fixtures. |
| Taking-over inspection | 2. | Prior to the tenancy take-over the housing association makes a taking-over inspection during which it is determined whether the maintenance condition of the flat complies with the standard of the housing association as well as this type of flat. The tenant is summoned for this inspection. |
| Moving-in report | 3. | During the taking-over inspection the housing association makes up a report to which the tenant can add comments, if required. A copy of the taking-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 taking-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, faults and deficiencies must be pointed out within two weeks

4. If the tenant discovers defects, faults, damage and 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, faults, damage and deficiencies are insignificant and should not be repaired. The tenant will not be held liable for such defects, faults, damage and deficiencies on vacating the premises.

Tenant's duties of maintenance

III Maintenance during the tenancy period

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.
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.

Specific exterior maintenance

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.

The housing association's duties of maintenance

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.

Notification of damage

IV Moving out

Redecoration on moving out

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
 - cleaning

Any 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 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.

Failure to maintain

3. In case of failure to maintain the tenancy in good

tenancy in good shape	condition, the tenant pays all expenses in connection with the redecoration of the tenancy.
Extraordinary cleaning	<p>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.</p> <p>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.</p>
Omission of redecoration	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.
Moving-out inspection	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.
Vacation inspection report	<p>8. During the vacation inspection the housing association makes up a report stating the redecorations to be carried out, which repairs to be paid by tenant due to failure to maintain tenancy in good shape, and which repairs to be paid by the housing association.</p> <p>9. A copy of the 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.</p>
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.

- | | |
|--|---|
| The carrying out of the redecoration/repairs | 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. |
| Redecoration in case of tenancy exchanging | 13. The redecoration/repairs will be carried out at the request of the housing association.
14. On exchanging of tenancies the same rules and regulations apply as for other vacation of tenancies. |
| V Standard for the tenancy maintenance condition on take-over | |
| Housing standard on commencement of tenancy | 1. On tenant's take-over of the flat, ceilings and walls will appear in newly redecorated condition.
2. Woodwork, fittings/fixtures, technical installations and floors have only been refurbished if deemed necessary by the housing association. |
| Wear and tear | 3. Woodwork, fittings/fixtures, technical installations and floors may show ordinary wear and tear compared to similar tenancies of the same type and age. |
| Choice of colours | 4. Colour choice is not possible. |