

Morbærhavens maintenance regulations have been prepared in accordance with Law No 961 of 11 August 2010 on rental housing and Executive Order No. 640 of 15 June 2006 on the maintenance and repair of public housing.
 As a model we used the normal maintenance regulations provided by the Federation of Housing Associations in Denmark - with amendments to Morbærhavens conditions.
 Note: This is a legally binding document. The English translation is provided as a service only. Any cases brought to the Danish Courts will refer to the original Danish text.

Morbærhavens maintenance regulations Model A with normal renovation

(The law requires that departments of public housing companies choose between model A and model B. In Morbærhaven we have chosen model A for all apartment types.)

The A-model - in brief

During the tenancy the tenant is responsible for interior maintenance including whitewashing, painting, wallpapering and floor treatment. The tenant must pay all costs associated with this maintenance.

The tenant is required to maintain so often that the property is not impaired, except as the result of ordinary wear and tear.

When moving out the landlord must perform a normal renovation that includes necessary whitewashing, painting and papering the walls and ceilings, floor refinishing and cleaning. Normal renovation may be omitted for building surfaces which already appears properly refurbished. The tenant bears the cost of normal renovation, but the landlord takes over gradually this expense relative to length of the tenancy.

The tenant must pay all costs for repair due to neglect or misuse.

	I	General
Rules come into effect	1.	With effect from 1 January 2013 these regulations replaces all previously maintenance regulations.
Changes to the lease	2.	The maintenance regulations apply irrespective of any opposing contract provisions. It replaces or supplements the provisions on maintenance and repair, which is in the lease.
Residents complaints board	3.	Disagreement on the landlords or the tenant's fulfillment of the obligation to maintain and restore the property can be brought to the residents' complaints board.

	II	The acquisition of the property by occupation
Condition of the apartment	1.	Accommodation is provided by tenancy in good and safe condition. Walls and ceilings appear refurbished. Other parts of the building can not be expected to be refurbished.
Defects and damages must be appealed within	2.	If the tenant by the takeover find faults or deficiencies the tenant must no later than 2 weeks after receiving the keys make a

2 weeks		written reprimand to the landlord.
	3.	The landlord may consider that any of the alleged defects or damages are insignificant and therefore not to be repaired. The tenant is not liable for such damages and defects when moving out.

	III	Maintenance during the tenancy
Tenant's maintenance obligation	1.	The tenant provides home interior maintenance of whitewashing, painting, wallpapering and protection of floors. The tenant must pay all costs associated with this maintenance.
	2.	The tenant must maintain so often that the property is not impaired, except for ordinary wear and tear.
Special exterior maintenance	3.	The tenant has no obligation to maintain other external areas or installations, other than those installed by the tenant himself.
	4.	If the tenant dismantles the bars in front of the bathroom window, the tenant is obliged to store these safely and reinstall them when moving out.
Landlords maintenance obligation	5.	It is landlords duty to keep the property and the premises in a state of good maintenance. The landlord maintains and makes necessary replacement of windows, faucets, electrical outlets, toilet bowls, cisterns, sinks, refrigerators, stoves and the like, which are installed by the landlord or a tenant under his right of disposal.
	6.	It is the landlords duty to provide maintenance and necessary replacement of locks and keys. The landlord must pay all expenses in this regard.
	7.	The landlord can decide to undertake internal maintenance in the apartments beyond what is stated in section 5.
Notification of damages	8.	If there is damage in or around the home, the tenant must immediately notify the landlord. Failing such notice, he can be made liable for any additional costs that may result from the lack of notification.

	IV	Moving out
Normal renovation when moving out	1.	When moving out a normal renovation is performed that includes necessary: <ul style="list-style-type: none"> - Whitening or paint of ceilings and walls - Painting and / or wallpapering of the walls - Refinishing floors - Cleaning after craftsmen. Any removal of old wallpaper before new wallpapering is paid for by the landlord, unless the wallpapering is not done

		professionally, or the tenant has performed a different whitening/wallpapering than prescribed in the regulations section V.
	2.	The tenant bears the cost of normal renovation, but the landlord takes over gradually this expense by 1.5% per month counted from the beginning of the lease and up until the termination of the lease. After 5 years and 7 months, the landlord has completely taken over the cost of a normal renovation.
Neglect and misuse	3.	Tenant must pay all costs of repair due to neglect or misuse.
	4.	Neglect exists when the apartment or portion thereof is deteriorated or damaged by misuse, improper maintenance or irresponsible conduct of the tenant, members of the household or anyone the tenant has given access to the property.
Extraordinary cleaning	5.	If there is a need for extraordinary cleaning of household appliances, closets, sanitary items, etc., it is also considered neglect.
Omitting of normal renovation	6.	Normal renovation may be omitted for building surfaces which appears properly refurbished.
Inspection when moving out	7.	The landlord inspect the property within 2 weeks after being informed that the tenant has terminated the lease. The tenant must be noted in writing to this inspection by at least 1 week's notice.
Inspectionreport	8.	At the inspection the landlord writes an inspectionreport, which states the repair work to be carried out as normal renovation and which repair work must be paid for by the tenant.
	9.	Copy of the inspectionreport must be handed to the tenant at the inspection or sent to the tenant within 14 days if the tenant is not present at the inspection or will not acknowledge receipt of the copy of the report.
Information on cost of the renovation	10.	Within 14 days of the date of inspection the landlord must give the tenant written information on the estimated cost of the renovation and tenant's share thereof, as per normal renovation and possible defaults.
Final statement	11.	The landlord sends the final statement of repair costs to the tenant without delay, stating the repair work done, what they cost, and how the tenant's share of the cost is calculated. Renovation work as a result of neglect or misuse must be specified and totaled.
	12.	In the final statement to the tenant's total share of any excess may not exceed 10% compared to the first estimated repair cost.
Execution of work	13.	Renovation work is carried out at the landlord's request.
Hidden deficits	14.	Cost of refurbishment work not included in the survey report, is

		irrelevant to the tenant unless the deficits have been hidden and could not have been revealed by normal, careful inspection or the tenant has acted fraudulently.
Renovation when swapping homes	15.	When swapping homes these regulations apply as for other relocations.

	V	Special rules for interior maintenance (See IV, 1)
living room, rooms, entrance <i>Walls</i>	1.	The walls in the living room / rooms / entrance is by occupation papered with sawdust wallpaper and painted with white, water-based wall paint (gloss 5) and can be maintained with the same type of wallpaper and wall paint.
<i>Ceilings</i>	2.	The ceilings appear either as untreated wood or painted with white water-based paint. If the ceilings are painted, they must be maintained with white, washable (gloss 10 or higher), water-based paint.
Kitchen/Kitchenette <i>Walls</i>	3.	Wooden sections appear painted in a special "Morbær"-grey tone and can be maintained with the same. The right paint can be purchased at the administration office and the residents office.
Bathroom <i>Walls</i>	4.	The non-tiled wall sections appear treated with fiberglass or glass felt and painted with white, water-based wet-room paint (gloss 10 or higher), and can be maintained with the same materials.

	VI	Standard for housing maintenance at the tenant's acquisition
Standard at the tenant's acquisition	1.	At the tenant's acquisition of the property the ceilings and walls appears repaired.
	2.	Woodwork, closets, technical equipment and floors will only be restored where they at the landlord's discretion was needed.
Wear and tear	3.	Woodwork, closets, technical equipment and floors can be characterized by normal wear and tear for an apartment of that type and age.