

Rebæk Søpark Kollegiet

Rebæk Søpark 5, 128 – 2650 Hvidovre

Phone 36 75 74 27

Rules regarding interior maintenance Rebæk Søpark Kollegiet

Introductory remarks.

Underlying basis: In principle, each tenant will contribute to pay to the joint interior and exterior maintenance costs of the property. A considerable part of these costs will be paid for through the rent. In other words, the costs are taken from the funds, which each year have been set aside for maintenance purposes in the budget of the property. The budget will be the basis for the determination of the rent.

The purpose of instructing the tenant to pay part of the maintenance costs directly as opposed to using the operating budget to pay for all costs is to achieve a fair distribution of the costs so the tenants who “wear out” the property to the largest extent will have to pay a larger part as opposed to other tenants. If all maintenance costs were to be taken from the operating budget, i.e. if they were part of the costs, which form the basis for the determination of the rent, all tenants would have to pay for equipment, which are ruined due to breach and vandalism.

The main principle for the division of the duties of the tenant and the landlord is to try to obtain that the tenant (the student residence/the youth residence, which in practice includes all residents of the student residence) pays the maintenance costs stemming from “normal wear and tear” while the individual tenant must pay any other costs.

In practice, this division will be decided upon at the inspection of the tenancy. The purpose is a fair division between the residents of the student residence and the tenant(s) who has/have moved out.

Concepts/definitions/rules:

Normal repair:

The student residence will gradually take over the costs for the **normal** repair when tenants move out, painting of ceilings and walls after 4 years and painting of woodwork after 4 years. The taking over will take place in relation to the period in which the individual tenant has lived in the tenancy.

At the time of the moving out, and before the student residence has taken over the costs for normal repair, the tenant will only pay for the part that the student residence has not taken over.

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Breach:

Repair costs due to breach/wrong use will be fully imposed on the tenant that is moving out, irrespective of the period of occupancy. Breach exists where impairment or damage is discovered, which cannot be ascribed to normal wear and tear, but due to the tenant's special use of the tenancy.

The normal condition of the property:

At the moving in all tenancies will be taken over, and they must be in a nice and in a good state of maintenance or in a condition which the board finds to be satisfactory. Woodwork, inventory and floors must be recently restored if assessed so by the student residence. The student moving in must accept that the property, woodwork and technical installations show signs of "wear and tear" which must be regarded as reasonable for a property of a certain age.

Defects, which might be discovered at the moving in, must be relied upon by the tenant no later than 14 days after the moving in by using the checklist that has been handed out, otherwise the tenant will lose his/her right to subsequently make a claim on account of a defect. Where the student residence finds that the noticed defects are of minor importance, remedies may be omitted, however the defects will be noted in the residence archive, in order for the tenant not to be liable for this at the moving out. Planned implementation of a complete renovation of the tenancies (e.g. change of wallpaper, replacement of floor covering/cupboard units/doors) may however imply a later remedy of defects.

Maintenance during the period of tenancy:

The tenant will make sure to pay for the costs of maintenance of the tenancy by painting ceilings/walls and painted woodwork in the period of the tenancy. The tenant can be responsible for the maintenance by using material recommended by the landlord. If materials (colours) different from the ones recommended by the landlord have been used, then the tenant must expect, when moving out, to pay for the tenancy to be restored to its original state (using materials recommended by the landlord). The property will not refund any costs of the tenant in connection with this type of work. Woodwork must not be painted.

Costs for repair and replacing floors will be paid by the student residence, unless such work is required due to the tenant's special treatment of the tenancy, e.g. due to scratches or holes in the floor.

Replacement/repair of fridges, stoves etc. will be made and paid by the property, however, the tenant must pay where damage is caused by breach. Washers, water cisterns, radiators, taps etc. will be repaired/replaced by the student residence unless the carrying out of such work is required due to the tenant's breach of the tenancy.

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Electrical switches, phone, internet and antenna connectors will be repaired by the property, but the tenant must pay for the cost if the mentioned things have been broken due to the tenant's breach.

The above repair and replacement will be carried out by the student residence to the extent where it is deemed necessary.

Thermic voltage in doubled glazing windows due to uneven heat may cause the windows to crack in a characteristic breach. Consequently, it is not allowed to place anything in front of the windows nor is it allowed to place anything on the windows or to paint the windows.

If this happens, the tenant will have to pay for the replacement of any possible damage on the windows by him- or herself.

Keys and access tags, which do not work, will be replaced by the property, but the tenant will have to pay for the replacement of the locks/access tags if such locks/access tags are lost or broken.

The tenant is responsible for inventory and construction parts in the shared facilities including shared kitchens according to the same principles as stated above. The tenant is responsible for any damage, which have been infected on the tenancy (including shared facilities) by the tenant him- or herself, the tenant's household and any possible guests.

In case of damage on the property, the tenant must immediately report this to the manager's office. If such report is not made, the tenant will be charged with any additional costs resulting from the lack of report.

At the moving out:

The tenancy must be handed over in a nice and clean state at the day of the moving out. The tenant is obliged to deliver as many keys/access tags and laundry cards as the tenant has received, and the tenant must hand in any possible keys and access tags for the shared facilities.

The tenant is allowed to paint the tenancy, cf. the above stated regarding colours and materials. Exemptions are painting of woodwork/openings in windows and wet areas, which must be repaired by professional craftsmen.

The property will make an inspection of the tenancy and make an inspection report in which the state of the tenancy will be written down as well as the amount of work to be made. The tenant is encouraged to participate in the inspection of the tenancy. The tenant will be convened for inspection.

Any ruined wash basins, toilets, tiles (e.g. due to holes that have been drilled), electrical switches, outlets, windows etc must be repaired at the expense of the tenant.

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In case the tenancy has not been cleaned properly, if windows have not been cleaned, if fridges have not been thoroughly cleaned, if toilets and wash basins are not clean and decalcified, if wood-work has not been washed etc., this will be considered a breach, and the tenant must expect to pay for all costs in relation with the cleaning of the tenancy.

The share of the normal repair and the costs for any other repairable work, which the tenant moving out must pay, will, if possible, be mentioned at the inspection. Provided that the tenant moving out has given information about his or her future address, the tenant moving out will receive information about the extent of the repair as soon as possible.

Costs in connection with re-establishment of any changes of the tenancy that have been made are not included by the above provisions. Claims in this connection may be made to the full extent irrespective of the above stated limitations.

NB! The rules governing moving out apply to both internal and external movings.

Conclusive remarks:

On the basis of the inspection report, a moving out report will be prepared, and it will be sent to the tenant moving out with a settlement of the deposit that has been paid.

The above maintenance rules must be considered as an elaboration of the provisions of the tenancy agreement regarding the interior maintenance relying on the tenant, and these rules express current principles for distribution of maintenance costs between tenant and landlord. The maintenance rules may, at any point in time, be changed by the board of the student residence/youth residence, however, no changes to the maintenance rules will be made, which could put more far-reaching obligations on the tenant than what is stipulated in the Danish Rent Act.

Adopted by the board of
Rebæk Søpark Kollegiet
Hvidovre, 10 April 2019

Signatures:

Marianne Lids