

Denmark

Organisation: Lejernes Landsorganisation, LLO, Tenants Organisation of Denmark

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Tenure structure, 2011

Owner occupied housing: 58%

Rental housing: 42%

(I) public rental: 20% ("Almene boliger" –

Housing with a public task)

(II) private rental: 20%

(III) others: 2%

Initial rent – is it regulated or unregulated?

- Flats in houses built up to 1973 are generally regulated (77%).

- Flats in houses built after 1973 where the rent is set per "value of the premises" (11%)

- Flats built in houses after 1991 with unregulated rents – free setting of rents (13%)

The initial rent can be challenged in a Rent Tribunal (Huslejenaevn), within 12 months after signing the lease.

How often can the landlord increase the rent?

Any motives necessary?

There are no restrictions on how often it is possible to demand an increase. This depends on the kind of regulation, but either due to increase in running costs

(water, energy, etc.), but this must be documented, or after 2 years from signing the lease, or from most recent rent increase. Or if the landlord can show that the rent is significantly below the value of the rented flat.

Increases must be presented in written, and must meet certain conditions in the tenancy act.

Challenge rent increases?

A tenant can challenge the rent at any time, with a local municipal Rent Tribunal, but only with retroactive effect.

Tenants can challenge rent increases, if the rent has not been calculated correctly or significant above the value of the rented property, within 6 weeks after receiving a demand for a rent increase.

The cost for submitting such a complaint is 139 DEK, or €19.

Duration of lease

Generally, 2-year leases for the private rented sector. But no legal duration.

After 2 years, the lease can automatically turn into unlimited tenure, if the landlord fails to give notice within 1 month after the 2-year lease.

Thereafter the landlord can only give notice with 1 years' notice. In principle, free duration.

1. For a limited period, if it is warranted by the landlord's own situation.

2. For an unlimited period, which is the general rule if nothing else is agreed upon.

Notice periods

For landlords, normally 3 months, but up to 12 months, depending on the reason for termination of the lease.

Unlimited tenancies may normally be terminated by the tenant giving 3-months'

notice.

Reasons for termination before the end of the lease period

By tenant: Where the premises are defective, 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. (TenLaw – Denmark)

By landlord: Rent arrears, anti-social behaviour, not taking necessary care of dwelling, Where the landlord intends to use the premises for his own purposes. He/she may terminate the contract with 1-years notice. (TenLaw – Denmark)

Security deposit

3 months' maximum.

Usually the tenant should receive the deposit back within 1 to 2 months. If the landlord refuses to pay back the deposit – the tenant must make a claim to the Rent Tribunal. This might take 3–4 months, or more.

Other information

There is no mandatory content of a lease contract. A tenancy agreement does not require a specific form or content. The only formal (mandatory) requirements are found in the Rent Act sections 4 to section 7, and some of the rules only apply to contracts on certain premises. These also means that if a contract is oral only, the tenancy agreement will be deemed to have been concluded subject to the provisions of the Rent Act unless otherwise provided in the agreement can be proved by the landlord.

If the lease contract is in in writing, which is the normal, the lease often contains information on the address of the rented home, whether the dwelling is a flat, a house or a single room, the area and how many rooms are included, and of course the rent, deposit, and house regulations.

(From TenLaw – Denmark)