

# MAINTENANCE REGULATIONS

## A-SCHEME

### The A-scheme - in brief

As a tenant, you have a duty to take care of the rental property's interior maintenance with whitewashing, painting, wallpapering and floor treatment. You must maintain your rental property so often that it does not deteriorate apart from ordinary wear and tear. Unless the rental property is presented as newly-refurbished, the housing association department undertakes a so-called normal-refurbishment of your rental property when you move out. It is you, as a tenant, who must bear the costs of the normal-refurbishment, but the landlord gradually takes over this expense in relation to how long you have lived in the rental property. You must bear all refurbishment expenses caused by non-fulfilment of maintenance duties.

Carried at  
the department meeting:  
25 January 2018  
Department:  
49 – HavneBO



### Date of entry into force of the rules

These rules are applicable from 25 January 2018 and replace all previous maintenance regulations. The maintenance regulations clarify the rules on maintenance of the rental agreement (lease contract section 6), and must therefore be considered as an appendix to the lease agreement. The provisions of the maintenance regulations shall also apply even though the contract states otherwise. The regulations have been drawn up in accordance with the rules laid down in the Law on rent of public housing as well as the Act on the maintenance and refurbishment of public housing. You can find all legislation at [www.retsinformation.dk](http://www.retsinformation.dk).



### The rental property's standard at moving in

When you take over the rental property, ceilings and walls appear normal-refurbished. Only where ØsterBO has assessed it necessary, woodwork, fixtures and flooring will be refurbished. When you move in, you must accept that the rental property and its woodwork, fixtures and technical installations bear the marks of the wear that is considered reasonable in relation to the rental property's age and that colours have been used, which do not necessarily fall into your taste. As a tenant has the right to perform improvements in the rental property, and may get financial compensation for this (right of disposal), you must also accept that the previous tenants may have made changes, which do not necessarily fall into your taste.

### Move-in inspection

In connection with your taking the rental property into possession, a move-in inspection will be held, to which you will be invited. The inspection takes place as soon as possible after you have taken the rental property into possession. During the move-in inspection, the inspector from ØsterBO validates if the rental property's state of repair is in accordance with the applicable standard in the department and for the type of rental property in question.



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A move-in report will be made, where you may incorporate any comments. If the inspector deems that any errors, damages or defects, which are found during the move-in inspection, are less essential, these will not be repaired. They will instead be listed in the move-in report, so you are not going to be liable for the repair of these things when you move out.

The move-in report is handed over to you at the inspection or is sent to you within 14 days after, if you are not present at the inspection or if you do not wish to acknowledge the receipt of the report. If the move-in inspection is carried out electronically, you will be able to receive the report electronically, e.g. sent to your email.



After taking the rental property into possession, you have 14 days to complain about defects in the leased.

### **Maintenance during the residence period**

As a tenant of a rental property with an A-scheme, you must arrange for and bear the expenses for whitewashing, painting, wallpapering and floor treatment. It is your duty as a tenant to undertake an ongoing maintenance so that the rental property does not deteriorate, except for ordinary wear and tear. All work that is performed will be subject to approval of correct performance with regard to workmanship.



Expenses for maintenance and necessary renewal of locks and keys for the rental property must be borne by the tenant.

If there are any damages to the rental property, these must immediately be notified to the property office. You will be required to cover any additional costs resulting from lack of notification.

### **Exterior maintenance**

In department 49 – HavneBO - you have the following obligations in connection with the exterior maintenance of the rental property:

- Staircase cleaning, in case a joint arrangement has not been decided during the department meeting.

If the applicable rules related to gardens and front gardens are not respected, the gardens and front gardens will be tidied by a gardener, which must be paid by the tenant, in consultation with the inspector and the department board (possibly with an 8-day notice period).

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### **The department's obligations**

The property and the lease must be reasonably maintained. During the department meeting a budget will be set, which includes a series of accounts to cover general maintenance work. These accounts are financed via the rent. In the department the tenants themselves decide how much should be charged via the rent for these accounts. Maintenance, repair or replacement will be carried out when ØsterBO estimates it to be necessary, and in accordance with the guidelines or the rotation sequence that has been agreed with the department board.

### **Refurbishment at moving out**

If you wish to undertake the refurbishment by yourself, all work that is performed will be subject to approval of correct performance with regard to workmanship, and reimbursement for labour will not be granted.

In connection with moving out, ØsterBO will undertake an inspection of the rental property. You will be invited to the inspection in writing with at least one week's notice. At the moving inspection, a moving report will be made. The moving report is handed over to you at the inspection or is sent to you within 14 days after, if you are not present at the inspection or if you do not wish to acknowledge the receipt of the report. When the department uses electronic moving reporting, you are given the option to receive all your moving correspondence by email.

Unless the rental property is presented with newly refurbished walls and ceilings, a normal-refurbishment will be made at moving out.

### **A normal-refurbishment includes:**

- Whitening and painting of already painted ceilings and walls
- Washing of the interior woodwork
- Wallpapering with standard wallpaper
- Cleaning of the rental property after workmen

The normal-refurbishment must be paid for by the tenant, who moves out of the rental property. The department is gradually taking over the cost of the normal-refurbishment with 1% per month from taking over the lease and until the end of the lease. After a rental period of 8 years and 4 months, the department has fully taken over the cost of the normal-refurbishment. Expenses for restoration of unauthorised changes to the rental property may, however, always be fully charged.



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Further to this, refurbishment will only be undertaken at moving out in case of non-fulfilment of maintenance duties. All costs in payment of non-fulfilment of maintenance duties must be paid in full by you as the vacating tenant.

You will immediately after the moving inspection and at the latest within two weeks be informed about the scope of the refurbishment, its estimated price, and your share of the expenses. If you have provided your email address, this will be done electronically, otherwise by ordinary mail. The final statement will be forwarded as soon as possible after the inspection of the rental property. On forwarding of the final settlement, the total estimated cost overrun must not exceed 10%.

ØsterBO will ensure that the work is carried out on the basis of the inspection report.

### **Breach of maintenance obligations**

It is considered a breach of maintenance obligations if deteriorations or damages are observed due to improper use, erroneous or lacking maintenance, or careless conduct of the tenant, members of the tenant's household or others, whom you may have given access to the rental property.

If there is a need for extraordinary cleaning of appliances, fixtures, sanitation, etc., this will be considered a non-fulfilment of maintenance duties, and the expenditure for this must be paid in full by you as the vacating tenant.

### **Refurbishment at swapping**

At swapping of rental properties, the same provisions apply as at moving out.

### **Refurbishment at transfer**

Transfer of rental property in connection with death, separation, divorce and similar takes place without normal-refurbishment. The initial contract is continued, and the department's share of the refurbishment cost applies from the original contract date.

### **Disputes**

Disputes in connection with moving may be taken to the municipality's residents' complaints commission.

Contact ØsterBO, if you want to know more.

