



CBS  
Academic Housing

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Dear Mr./Ms.

It has come to our attention that you have not arrived at your tenancy associated with the spring semester studies at Copenhagen Business School.

We are fully aware that this is most likely due to the current COVID-19 situation.

However, we need to inform you that we are not in a position to change or cancel your tenancy contract. Our contract with you is time limited, which under Danish law means that the contract can be neither terminated nor changed. Therefore, the contract is binding for both parties. This also applies even if restrictions are hindering travelling to Denmark; if your exchange program at CBS is cancelled; if you have been offered online tuition, or if other circumstances are causing you to change your plans.

Our legal adviser has assessed, that the matter is not subject to force majeure as the terms in tenancy contract can be fulfilled by both parties. The legal basis for the assessment is addressed in attachment to this information.

Subsequently you are obligated to pay rent for the entire period as stated in the tenancy contract. This also applies if you have not moved into your room or if you have decided to leave earlier than agreed.

We understand that this is a very frustrating and difficult situation for you. However, it is necessary for you to respect our agreement and to ensure that agreed payments are settled as stipulated. We also kindly ask you to note that settlement of your deposit paid together with the first installment will not be processed earlier than originally stated in your tenancy contract.

Finally, we wish to emphasize that Copenhagen Business School has no part in the tenancy contract and is therefore not responsible or liable in any matters related hereto.

We are very sorry for this unfortunate situation and hope for your understanding.

Yours sincerely,

CBS Academic Housing

  
Helle Schlegel Rasmussen

CEO



## Attachment

### Force Majeure and rental agreements

In order for a matter to be subject to force majeure, the following 3 conditions must **all** be met.

- 1) It must be impossible for the parties to anticipate that obstacles to the fulfilment of the agreement might arise.
- 2) The obstacles must be beyond the control of the parties.
- 3) It has to be impossible to fulfil the agreement.

#### Ad 1)

Since the rental agreement was signed **after** the outbreak of COVID-19, it is assessed that the parties could anticipate that the COVID-19 situation could affect agreements and plans. Moreover, the service that each of the parties must provide, is not affected by COVID-19:

CBS Academic Housing must provide the room/tenancy. This service is not affected, as the room is ready and at the tenant's disposal.

The tenant must provide rental payment. The payment is not affected by the COVID-19 situation.

Therefore, "Condition 1" is not met.

#### Ad 2)

Either party has had influence of the COVID-10 situation

Therefore, "Condition 2" is met.

#### Ad 3)

The tenancy is available and accessible.

The tenant is not prevented from paying the rent.

Therefore, "Condition 3" is not met

### Conclusion

As just 1 out of the 3 required conditions is met, force majeure clauses cannot be effected.