General By-Laws 2023 for

HSB HOUSING COOPERATIVE

HSB – home of opportunities

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ADJUSTMENT OF THESE BY-LAWS

The housing cooperative has adjusted the following provisions of General By-Laws 2023 for HSB Housing Cooperative:

These by-laws were adopted by the housing cooperative's board on

2023-05-16 and 2024-05-21

COMPANY SIGNATURE

PRINT NAME

COMPANY SIGNATURE

PRINT NAME

ABOUT THE HOUSING COOPERATIVE

SECTION 1. THE HOUSING COOPERATIVE'S BUSINESS NAME AND REGISTERED OFFICE

The housing cooperative's business name is HSB Bostadsrättsförening

Tunahus in Lund

The registered office is located in (enter city)

Lund

SECTION 2. THE HOUSING COOPERATIVE'S ACTIVITIES

The housing cooperative has as its purpose to promote the members' economic interests by granting a right of use in respect of residential apartments for permanent accommodation and premises to the members to enjoy without time limit.

Furthermore, the housing cooperative has as its purpose to promote study and leisure activities within the housing cooperative and to strengthen the community and meet common interests and needs, whilst promoting service activities and accessibility related to the residence. In all activities, the housing cooperative must protect the environment by promoting long-term sustainable development.

The tenant-owner rights are the rights in the housing cooperative that a member has as a consequence of the grant of a right of use by the housing cooperative.

Members who have tenant-owner rights are referred to as tenant-owners.

SECTION 3. COOPERATION

The housing cooperative shall be a member of an HSB housing cooperative, hereinafter referred to as HSB. HSB shall be a member of the housing cooperative.

The housing cooperative's activities shall be conducted in collaboration with HSB.

The housing cooperative will instruct HSB in a separately executed agreement to assist the housing cooperative in the management of its affairs and accounts.

TRANSFER OF TENANT-OWNER RIGHTS AND MEMBERSHIP

SECTION 4. FORMAL REQUIREMENTS AT TRANSFER

An agreement regarding the transfer of the tenant-owner rights by purchase shall be made in writing and signed by the seller and the purchaser. The purchase agreement shall include a definition of the apartment which is to be transferred and the purchase price. The same applies upon an exchange or gift

Any transfer agreement that does not comply with these requirements is invalid.

SECTION 5. RIGHT OF MEMBERSHIP

Membership of the housing cooperative can be granted to any person who is a member of HSB, with HSB meaning the HSB cooperative to which the housing cooperative belongs and:

1. will obtain tenancy rights through ownership of the housing cooperative property, or
2. takes over tenant-owner rights in the housing cooperative building.

If tenant-owner rights have been transferred to the tenant-owner's spouse, the spouse may be denied membership in the housing cooperative only if the spouse is not a member of HSB. The aforementioned shall correspondingly apply where tenant-owner rights in a residential apartment have been transferred to another closely-related person who was permanently cohabiting with the tenant-owner.

No person to whom tenant-owner rights have been transferred may be denied membership in the housing cooperative if the terms of membership as set out in this paragraph are fulfilled and the housing cooperative should reasonably accept them as a tenant-owner. In accordance with the housing cooperative's purpose, if it can be assumed that the transferee does not intend to reside permanently in the residential apartment, the housing cooperative may deny membership.

Membership may not be denied on discriminatory grounds.

Legal entities

HSB shall be granted membership in the housing cooperative.

A legal entity that acquires tenant-owner rights in a residential apartment that is not intended for recreational purposes may be denied membership. A municipality or a region that acquires tenant-owner rights in a residential apartment may not be denied membership.

A legal entity that is a member in the housing cooperative must have the consent of the board of the housing cooperative to transfer tenant-owner rights in a residential apartment that is not intended to be used for recreational purposes. Consent is not required for executive or forced sale if the legal entity had a mortgage on the property or if the acquisition is made by a municipality or region

SECTION 6. ACQUISITION OF SHARES

Any person who has acquired a share in tenant-owner rights in a residential apartment shall be granted membership if the tenant-owner rights, after the acquisition, are held by a spouse, cohabitant or closely-related persons permanently cohabiting.

SECTION 7. ACQUISITION BY FAMILY LAW

If tenant-owner rights are transferred by way of distribution of a marital estate, inheritance, will, distribution of corporate assets or similar acquisition and the transferee has not been accepted as a member, the housing cooperative may request that the transferee demonstrate, within six months of the request, that a person who may not be denied membership in the housing cooperative has acquired the tenant-owner rights and applied for membership. If the request is not complied with, the tenant-owner rights may be forcibly sold in accordance with Tenant-Owner Rights Act on behalf of the acquirer.

SECTION 8. RIGHT TO EXERCISE TENANT-OWNER RIGHTS

When tenant-owner rights have been transferred to a new tenant-owner, they may exercise their tenant-owner rights only if they are a member of, or are granted membership in, the housing cooperative.

The decedent's estate of a tenant-owner may exercise the tenant-owner's rights, despite the estate not being a member of the housing cooperative. Three years after the death, the housing cooperative may request that the estate demonstrate, within six months of request, that the tenant-owner rights have been included in a distribution of the estate or testamentary distribution or that a person who may not be denied membership in the housing cooperative has acquired the tenant-owner rights and applied for membership. If the request is not complied with, the tenant-owner rights may be forcibly sold on behalf of the estate in accordance with the Tenant-Owner Rights Act.

Three years after the transfer, a legal entity that has a mortgage on the property, if the transfer was made by forced sale or executive sale, may be requested to demonstrate, within six months, that a person who may not be denied membership in the housing cooperative has acquired the tenant-owner rights and applied for membership.

SECTION 9. CONSIDERATION OF MEMBERSHIP

Enquiries regarding acceptance of a member shall be decided by the board of directors.

The board is obliged to decide upon membership within one month from receipt by the housing cooperative of a written and complete application for membership.

To assess the application for membership, the housing cooperative may request credit information regarding the applicant.

SECTION 10. DENIAL OF MEMBERSHIP

A transfer is invalid if the person to whom the tenant-owner rights are transferred is denied membership in the housing cooperative.

According to the Tenant-Owner Rights Act, special rules apply to executive sales and forced sales.

FEES TO THE HOUSING COOPERATIVE

SECTION 11. INVESTMENT, SHARE AND ANNUAL FEE

The annual fee is apportioned between the residential apartments in proportion to the apartments' shares. The annual fee shall be determined so as to maintain long-term sustainability of the housing cooperative's financial position. The annual fee shall cover the housing cooperative's day-to-day operations. The size of the annual fee must allow for the provision of maintenance of the housing cooperative's property in accordance with an existing maintenance plan. If there is an internal fund, funding is also included for internal maintenance.

The board decides the investment and share for the apartment. Resolutions regarding changes to the shares which entail a change in the relationship between the various shares shall be decided by the housing cooperative meeting. The resolution is passed provided a minimum of two-thirds of the members at the housing cooperative meeting support the decision.

Resolutions amending the investment amount shall always be decided at the housing cooperative meeting. Rules governing a valid resolution are set out in the Tenant-Owner Rights Act.

The board of directors determines the amount of the annual fee. The annual fee is payable monthly at no later than the last weekday before the start of each calendar month unless the board of directors decides otherwise. In the event the annual fee is not paid in a timely manner, interest on the unpaid fee shall be paid according to the Interest Act from the due date until full payment is made, as well as a late fee and collection fee according to the Collection of Fees (Compensation) Act.

Compensation for heating, cold and hot water, electricity, waste collection or cleaning included in the annual fee may be calculated according to usage. For data transfer, payment may be calculated as an equal amount per apartment.

SECTION 12. FEE FOR TRANSFER ASSIGNMENT, MORTGAGE AND SUBLEASING

A fee may be charged at the discretion of the board of directors for grants of rights, transfers, and mortgages.

The housing cooperative may charge the tenant-owner a transfer fee of up to 2.5 per cent of the statutory price base amount.

The housing cooperative may charge the tenant-owner a transfer fee of up to 1 per cent of the statutory price base amount.

The statutory price base amount is determined in accordance with the Social Insurance Code and is determined for transfer fees at the time of application for membership and for mortgage fees at the time of notification of the mortgage.

A fee for subleasing may be charged at the discretion of the board. The housing cooperative may charge the tenant-owner a subleasing fee of up to 10 per cent of the statutory price base amount per year. If an apartment is subleased for part of a year, the maximum allowable fee is calculated based on the number of calendar months the apartment is sub-leased. Subleasing during part of a calendar month is deemed to be an entire calendar month.

The housing cooperative may not otherwise charge a separate fee for measures which the housing cooperative is obligated to take by reason of law or statute.

In the event the fees in this section are not paid in a timely manner, interest on the unpaid fee shall be paid according to the Interest Act from the due date until full payment is made, as well as a late fee and collection fee according to the Collection of Fees (Compensation) Act.

THE HOUSING COOPERATIVE MEETING

SECTION 13. FINANCIAL YEAR AND ANNUAL REPORT

The housing cooperative's financial year covers the period January - December

The board of directors shall provide the auditors with the annual report at least six weeks before the annual housing cooperative meeting. This includes a management report, income statement, balance sheet, cashflow analysis, and additional information.

The annual report, the audit report, and the board's statement regarding qualifications in the audit report shall be made available to the members at least two weeks before the housing cooperative meeting at which they are to be addressed.

SECTION 14. HOUSING COOPERATIVE MEETING

The housing cooperative meeting is the highest decision-making body of the housing cooperative.

The annual housing cooperative meeting shall be held within six months after the end of each financial year.

Extraordinary housing cooperative meetings shall be held when the board has reason to do so. Extraordinary housing cooperative meetings shall also be held at the written request of an auditor or by at least one-tenth of the persons entitled to vote.

The request shall specify the matter to be dealt with.

The housing cooperative meeting may decide that a non-member shall have the right to attend or otherwise follow the proceedings at the housing cooperative meeting. Such a resolution is valid only if it is supported by all the persons entitled to vote who are present at the housing cooperative meeting.

Board members, auditors, assistants, representatives of HSB, representatives, assistants and other functionaries of the housing cooperative meeting are always entitled to attend the housing cooperative meeting.

SECTION 15. MOTIONS

A member who wishes to have a specific matter considered at the annual housing cooperative meeting must report the matter to the board in writing before the end of the month of February

SECTION 16. NOTICE TO ATTEND HOUSING COOPERATIVE MEETINGS

The board of directors convenes housing cooperative meetings.

Notice to attend the housing cooperative meeting shall include information regarding the matters to be considered at the housing cooperative meeting.

Notice to attend any annual and extraordinary meeting of the housing cooperative may be given no earlier than six weeks and no later than two weeks before the housing cooperative meeting. The notice period also applies to an extraordinary housing cooperative meeting which will address changing the by-laws.

Notice is posted on a suitable location within the housing cooperative's property. In accordance with the law in certain cases, written notice must be sent to each member whose address is known to the housing cooperative.

SECTION 17. AGENDA

Annual housing cooperative meeting

The annual housing cooperative meeting shall address the following business:

1. opening of the housing cooperative meeting
2. election of chairperson for the meeting
3. notification of the chairperson's choice of person to keep the minutes of the meeting
4. approval of the voting register
5. right to attend the housing cooperative meeting
6. approval of the agenda
7. election of two persons to attest the minutes
8. election of at least two persons to count the votes
9. determination of whether notice has been duly provided
10. review of the board's annual report
11. review of the auditors' report
12. resolution regarding adoption of the income statement and balance sheet.
13. allocations of the housing cooperative's profit or loss according to the adopted balance sheet
14. resolution regarding discharge from liability for the board members

15. resolution on fees and principles for other financial payments to the members of the board of directors, auditors, the nomination committee and the other elected representatives elected by the housing cooperative meeting
16. resolution regarding the number of board members and alternate board members
17. election of a chairperson of the board
18. election of other board members and alternates
19. presentation of HSB-member
20. resolution regarding the number of auditors and alternate auditors
21. election of auditors and/or alternate auditors
22. resolution regarding the number of members of the nomination committee
23. election of the nomination committee and a member to be appointed as the chairperson of the nomination committee
24. election of proxy and substitute and other representatives of HSB
25. matters referred by the board to the housing cooperative meeting and matters reported by members (motions) as set out the notice
26. closure of the housing cooperative meeting.

Extraordinary housing cooperative meeting

In addition to clauses 1–9 above, the notice of the extraordinary housing cooperative meeting shall include the matters to be considered.

SECTION 18. VOTING RIGHTS, PROXIES AND ASSISTANTS

Each member has one vote at the housing cooperative meeting. Where more than one member hold the tenant-owner rights jointly, they have one vote together. If one member holds tenant-owner rights for more than one apartment in the housing cooperative, the member has one vote.

A member who has not paid any due and payable investment sum or annual fee shall not have the right to vote.

A member's right to attend the housing cooperative meeting is exercised by the member personally or by the member's representative by law or proxy.

The proxy shall provide a written and dated proxy form. The proxy form shall be in the original and must be valid for at least one year from the date of issue. Members may freely choose a proxy to represent them. The proxy may only represent one member.

A member may be accompanied by an assistant of their choosing.

SECTION 19. VOTING

Resolutions are adopted at the housing cooperative meeting where supported by more than one-half of the votes cast or, if equal votes are cast, where supported by the chairperson of the meeting.

In elections, the person who has received the most votes is elected. If the number of votes is equal, the election is decided by a draw unless otherwise decided by the housing cooperative meeting before the election is conducted.

Certain resolutions require a special majority by law.

In a closed ballot, if a person does not submit a ballot or submits a ballot without voting information (a so-called blank ballot), the person in question shall be deemed not to have voted.

SECTION 20. MINUTES OF THE HOUSING COOPERATIVE MEETING

The chairperson of the housing cooperative meeting shall ensure that the minutes are recorded.

With regards to the content of the minutes, the following applies:

1. he voting register must be recorded in, or attached to, the minutes;
2. the decision of the housing cooperative meeting shall be included in the minutes; and
3. if voting has occurred, the result must be stated in the minutes.

The minutes shall be signed by the person who has kept the minutes. The minutes shall be attested by the chairperson if they have not kept the minutes, and by persons selected to attest the minutes.

No later than three weeks after the housing cooperative meeting, the approved minutes shall be made available to the members at the housing cooperative.

The minutes shall be archived in a secure manner.

BOARD OF DIRECTORS, AUDITOR AND NOMINATION COMMITTEE

SECTION 21. BOARD OF DIRECTORS

The board shall consists of a minimum of three and a maximum of eleven board members with a maximum of four alternates. Of those one board member and not more than one alternate can be appointed by the board of HSB.

The housing cooperative meeting elects the chairperson of the board and other board members and alternates.

The term of office is a maximum of two years. The board members and alternates can be re-elected If a totally new board is elected

for the housing cooperative meeting the term of office for one-half, or with an odd number, the closest larger number, shall be one year.

SECTION 22. CONSTITUTION AND COMPANY SIGNATURE

The board members may constitute themselves with the exception of the chairperson of the board who is elected by the housing cooperative meeting.

If the chairperson of the board resigns their position during their term, the board shall appoint a chairperson from among its members for a term until the next housing cooperative meeting.

The board shall appoint a secretary from amongst its members. The board shall also appoint a person responsible for introduction and training of members of the housing cooperative. The housing cooperative's company signature is signed by the board. The board may appoint a maximum of four people, at least two of whom shall be board members, to sign on behalf of the housing cooperative through two people acting jointly.

SECTION 23. QUORUM AND REQUIREMENT OF A MAJORITY

The board is quorate when more than one-half of all members of the board are present.

The board's decision is that which receives a majority of votes. If an equal number of votes is received, the chairperson of the board shall have the casting vote. When the minimum number of board members required for a quorum are present, unanimity is required for a valid resolution.

A board member with a conflict of interest shall be deemed absent.

SECTION 24. MINUTES OF BOARD MEETINGS

Minutes shall be taken at the meetings of the board. The minutes shall be signed by the person who has kept the minutes. The minutes shall be attested by the chairperson of the meeting if they have not kept the minutes, and by the additional director appointed by the board.

The board members have the right to record divergent views in the minutes.

Only board members and the auditor have the right to read the board minutes. The board has the option of allowing others to read the minutes of the board.

Minutes shall be recorded in numerical order and archived in a secure manner.

SECTION 25. AUDITORS

There shall be a minimum of two and a maximum of three auditors with at the most one alternate. Of these, one auditor shall always be appointed by HSB Riksförbund and the others shall be elected by the housing cooperative meeting. The term of office is one year.

The auditors shall carry out their work so that the audit is completed and the audit report is submitted at least three weeks before the housing cooperative meeting. The board shall submit a written statement to the annual housing cooperative meeting in respect of qualifications made in the audit report.

SECTION 26. NOMINATION COMMITTEE

The nomination committee shall be elected at the annual housing cooperative meeting.

The term of office is one year. The nomination committee shall comprise at least two members. One member shall be appointed by the housing cooperative meeting to chair the nomination committee.

The nomination committee shall propose and nominate people to elected offices to be filled by the housing cooperative meeting.

The nomination committee shall submit proposals to the housing cooperative meeting on fees and propose principles for other financial remuneration for board members and auditors.

FUNDS AND MAINTENANCE

SECTION 27. FUNDS

Exterior fund

The housing cooperative shall have a fund for exterior maintenance.

In accordance with an established maintenance plan, the board shall reserve and use funds for exterior maintenance.

Interior fund

The housing cooperative may have a fund for interior maintenance of tenant-owner apartments.

Payments to the interior maintenance fund shall be decided by the board.

Tenant-owners may use that part of the fund belonging to the tenant-owner's apartment to fund interior apartment maintenance costs.

The tenant-owner apartment’s share of the fund is determined on the basis of the ratio between the unit share for the apartment and all of the units for tenant-owner apartments in the housing cooperative, with deductions made for withdrawals already made.

SECTION 28. MAINTENANCE PLAN

The board shall:

1. prepare a maintenance plan to maintain the property of the housing cooperative;
2. budget annually to ensure that sufficient funds are available to maintain the housing cooperative's property;
3. ensure that the housing cooperative's property is appropriately inspected and in accordance with the housing cooperative's maintenance plan; and
4. regularly update the maintenance plan.

SECTION 29. PROFIT OR LOSS

Following allocation to a maintenance fund, any profit or loss that may arise within the housing cooperative’s operations shall be carried forward.

If the operation's earnings are a loss, the housing cooperative shall also provide information regarding the impact of the loss on the housing cooperative's possibilities to finance its future financial commitments.

TENANT-OWNER QUESTIONS

SECTION 30. EXTRACT FROM THE APARTMENT REGISTER

The tenant-owner has the right to obtain excerpts from the apartment list regarding their tenant-owner rights. The excerpt shall set out:

1. the apartment's designation, address, number of rooms and other spaces;
2. the date that the financial plan which is the basis for tenant-owner rights is registered at the Swedish Companies Registration Office;
3. the tenant-owner's name;
4. the investment amount paid for the tenant-owner rights;
5. what has been recorded regarding charges registered against the tenant-owner rights, and
6. the date of issue.

SECTION 31. TENANT-OWNER'S RESPONSIBILITIES

The tenant-owner shall, at their own expense, keep the apartment in good condition. This means that the tenant-owner is, at their own expense, responsible for maintenance and repair of the apartment. This also applies to land, storage areas, garages, or other apartment supplements that are included in the transfer of the tenant-owner rights.

The tenant-owner shall obtain insurance cover for the tenant-owner's maintenance and repair responsibilities in accordance as required by law and these by-laws. If the housing cooperative has purchased an equivalent insurance policy in favor of the tenant-owner, the tenant-owner shall, if applicable, be liable for the excess and the cost of any age-based differential.

The tenant-owner is obligated to follow the instructions provided by the housing cooperative. For certain measures in the apartment, the board's permission is required in accordance with section 37. All measures undertaken by the tenant-owner in the apartment must always be carried out in a professional manner.

The apartment includes, among other things:

1. the surface layer of the apartment's walls, floors and ceiling together with the underlying preparation that is necessary in order to apply the surface layer in a professional manner. The tenant-owner is also responsible for the moisture-proofing layers in the bathroom and wet rooms;
2. non-load bearing internal walls;
3. the furnishings of the apartment and other spaces belonging to the apartment including, sanitary ware, kitchen furnishings, white goods such as refrigerator/freezer and washing machine. The tenant-owner is also responsible for water pipes, shut-off valves and connections for water pipes to these furnishings;
4. the interior doors of the apartment with associated moldings, surrounds, skirting boards, linings, frames, sealing strips;
5. the inside of the exterior door and fittings, handles, hinges, sealing strips, letterboxes, locks and keys;
6. glass in windows and doors and glazing bars and double glazing panels;
7. window/door window fittings, handles, hinges, sealing strips and painting. The housing cooperative is responsible for painting parts of the windows/window doors which are visible from outside of the property;
8. conduits for wastewater, gas, water and data transfer devices to the parts that are visible in the apartment and which serve only the apartment in question;
9. water fittings (mixer, shower nozzle, etc.) including gaskets, shut-off valves and water pipe connection fittings;
10. clamping ring around the floor drain, cleaning of the floor drains and water trap;
11. fireplaces and iron stoves;
12. kitchen fans, carbon filter fans, cooker hoods, ventilators and ventilation fans if they are not part of the building's ventilation system. The board's consent is always required for all types of installation of devices that may affect the ventilation. The tenant-owner is responsible for cleaning and replacing filters;
13. fuse boxes, all electrical wiring in the apartment together with switches, electrical outlets and fixtures;
14. electrical radiators, electrical floor heating, and electrical heated towel rails;
15. painting of hot-water radiators and radiator pipes;
16. fire alarms.

If the apartment has a balcony, patio or outside space, the tenant-owner is responsible for cleaning and snow removal. The tenant-owner is responsible for painting/surface treatment of the inside of the balcony/patio surround and the floor. Painting is to be carried out in accordance with the housing cooperative's instructions. If the apartment has a roof terrace, the tenant-owner must ensure that the run-off of storm water is not impeded.

The tenant-owner is obliged to report, without delay, to the housing cooperative errors and deficiencies in any apartment fixtures, pipes and cables that the housing cooperative is responsible for according to the by-laws or as required by law.

SECTION 32. THE HOUSING COOPERATIVE'S RESPONSIBILITY

The housing cooperative is responsible for ensuring that the building and the housing cooperative's real property, excluding the items which remain the tenant-owner's responsibility according to section 31, are well maintained and kept in good condition.

The housing cooperative is responsible for maintenance and repair of the following:

1. Pipes and cables for drainage, heat, gas, electricity and water, if the housing cooperative has installed such pipes and cables to the apartment and such pipes and cables supply services to more than one apartment (so-called trunk lines).
2. Pipes and cables for gas, water and data transfer devices provided by the housing cooperative to the apartment and which are situated in the floors, ceilings, separating walls, or load-bearing walls.
3. Hot-water radiators, hot-water floor heating, hot-water towel racks, and radiator pipes in the apartment which the that the housing cooperative has installed to the apartment. The tenant-owner is, however, responsible for painting radiators and radiator pipes;
4. Flues (excluding flues in tiled stoves) and ventilation ducts, including the entire ventilation system including ventilation appliances including those for cookers/kitchen fans which are part of the building's ventilation.
5. Exterior door
6. Letter box and postbox.

SECTION 33. FIRE, WATER AND VERMIN DAMAGE

For repair of fire or water damage (damage due to outflow of tap water), the tenant-owner is responsible only to a limited extent in accordance with the Tenant-Owner Rights Act.

This also applies, where applicable, to vermin in the apartment.

SECTION 34. THE HOUSING COOPERATIVE'S ASSUMPTION OF MAINTENANCE OBLIGATIONS

The housing cooperative may carry out repairs and replace the fixtures and fittings for which the tenant-owner is responsible according to section 31. Such a decision shall be made at the housing cooperative meeting and may only relate to measures taken in connection with extensive maintenance or remodeling of the housing cooperative's building and which affect the tenant-owner's apartment.

SECTION 35. ALTERATIONS TO THE APARTMENT BY THE HOUSING COOPERATIVE

If a decision made at a housing cooperative meeting means that an apartment held with tenant-owner rights will be modified or taken over by the housing cooperative as a result of a renovation or extension, the tenant-owner must consent to the decision. If the tenant-owner does not consent to the change, the decision will only be valid if at least two-thirds of the persons voting at the housing cooperative meeting have agreed with it and the decision has also been approved by the Rent Tribunal.

SECTION 36. REMEDYING DEFECTS

If the tenant-owner neglects their responsibility in respect of the condition of the apartment or takes an action in breach of section 37 so that the safety of any other person is jeopardised or there is a risk of extensive damage to the property of a third party and the tenant-owner fails to remedy the defect upon request, as soon as possible, the housing cooperative may remedy the defect at the expense of the tenant-owner.

SECTION 37. ALTERATIONS TO THE APARTMENT BY THE TENANT-OWNER

The tenant-owner may not, without the board's consent, take a measure which involves:

1. alterations to a supporting structure;
2. installation or alteration of pipes and cables for drainage, heat, gas or water;
3. installation or modification of ventilation devices;
4. installation or modification of a fireplace or flue, or other impact on fire protection; or
5. any other significant alteration to the apartment.

If an apartment has special historical, cultural historical, environmental, or artistic value, consent is always required for a measure which entails that such value will be affected.

The board may refuse to consent to a measure only if it will significantly damage or cause inconvenience to the housing cooperative. Consent may be conditional. If the tenant-owner is dissatisfied with the board of directors' decision, the tenant-owner may request that the matter be adjudicated by the Housing Tribunal.

SECTION 38. USE OF THE APARTMENT – DISTURBANCES

When using the apartment, the tenant-owner shall ensure that persons living in the surrounding area are not disturbed in such a way that would cause damage to their health or otherwise impair their living environment to an extent that should not reasonably be tolerated. The tenant-owner shall also, in general when using the apartment, act in a manner so as to maintain health, order and good condition inside or outside the building.

The tenant-owner shall monitor that the obligations are also complied with by persons living in the tenant-owner's household, persons who visit the tenant-owner as a guest, persons who the tenant-owner has accommodated, or persons who perform work in the apartment on behalf of the tenant-owner.

The housing cooperative may adopt regulations governing conduct. The aforementioned regulations must accord with local customs. The tenant-owner shall comply with the housing cooperative's regulations.

If there are disturbances in the residence, the housing cooperative shall give the tenant-owner the opportunity to ensure that the disturbances immediately cease. The aforementioned shall not apply if the tenant-owner's membership in the housing cooperative is terminated due to the fact that the disturbances are particularly serious in view of its nature or extent.

If the tenant-owner knows or has reason to suspect that an item may have vermin, it may not be taken into the apartment.

SECTION 39. ACCESS TO THE APARTMENT

Representatives the housing cooperative are entitled to gain access to the apartment when required to inspect or carry out work that the housing cooperative is responsible for or to remedy a defect if the tenant-owner neglects their responsibility with regards to the apartment's condition.

When the tenant-owner has surrendered the tenant-owner rights or when the apartment is to be forcibly sold, the tenant-owner shall allow the apartment to be viewed at reasonable times. The housing cooperative shall ensure that the tenant-owner is not unnecessarily inconvenienced.

The housing cooperative may access the apartment and complete necessary works to eradicate vermin in the property or the grounds.

If the tenant-owner does not allow access to when the housing cooperative is entitled to it, the housing cooperative may apply for special administrative assistance from the Swedish Enforcement Authority.

SECTION 40. SUBLEASING

A tenant-owner may only sublease their apartment to a third-party for independent use with the written consent of the board. The board's consent should be limited to a specific period of time and shall be granted if the tenant-owner has reason for the subleasing and the housing cooperative has no justified reason to refuse consent.

If the board does not consent to the subleasing, the tenant-owner may nonetheless sublease the apartment if the subleasing is approved by the Rent Tribunal.

When a legal entity holds a tenant-owner apartment, consent to subleasing may only be denied if the housing cooperative has a justified reason.

Consent to subleasing is not required

1. if tenant-owner rights were acquired by way of executive sale or forced sale under the Tenant-Owner Rights Act by a legal entity who had a mortgage on the apartment and who was not accepted as a member of the housing cooperative; or
2. if the apartment is intended as a permanent residence and the tenant-owner rights for the apartment are held by a municipality or region.

Where consent is not required, the tenant-owner shall immediately notify the board of the subleasing.

SECTION 41. ACCOMMODATION PROVIDED TO THIRD PARTIES

The tenant-owner may not allow a third party to reside in the apartment where such might result in prejudice to the housing cooperative or any other member of the housing cooperative.

SECTION 42. USE OF THE APARTMENT FOR INTENDED PURPOSE

The tenant-owner may not use the apartment for any purpose other than its intended purpose.

The housing cooperative may, however, only invoke deviations which are of considerable significance to the housing cooperative or any member of the housing cooperative.

SECTION 43. SURRENDER OF TENANT-OWNER RIGHTS

A tenant-owner may surrender their tenant-owner rights after two years, at the earliest, from the grant of the tenant-owner rights and is thereafter released from its obligations as a tenant-owner. The surrender shall be made in writing to the board.

Upon surrender, the tenant-owner rights shall transfer to the housing cooperative at the end of the first full month which occurs three months after the surrender, or at such later end of the month specified in the surrender.

SECTION 44. GROUNDS FOR TERMINATION

The tenant-owner's right to use an apartment pursuant to their tenant-owner rights, and possession of which has commenced, is forfeited and the housing cooperative may terminate the tenant-owner rights and demand surrender of the premises as follows:

1. Late payment of investment sum or fee for grant of tenant-owner rights
if payment by the tenant-owner of the investment sum or fee for grant of tenant-owner rights is delayed for more than two weeks from the date the housing cooperative instructs the tenant-owner to fulfil their payment obligation;

2. Late annual fee or subleasing fee
if payment by the tenant-owner of the annual fee or subleasing fee, in the case of an residential apartment, is delayed for more than one week after the due date or, in the case of commercial premises, more than two weekdays after the due date;

3. Subleasing without consent
if the tenant-owner transfers the apartment by sublease without the necessary consent or permission;

4. Other purpose
if the apartment is used for purposes other than those intended;

5. Accommodation of third parties
if the tenant-owner accommodates third parties to the prejudice of the housing cooperative or other member;

6. Vermin
if the tenant-owner or the person to whom the apartment has been sublet negligently causes vermin to enter the apartment, or if the tenant-owner does not inform the board without undue delay that there is vermin in the apartment, thereby contributing to the spread of the vermin within the building;

7. Neglect, disturbances, etc.
if the apartment is otherwise neglected or if the tenant-owner or a person to whom the apartment has been transferred by way of sublease otherwise exposes residents in the area to disturbances or fails to maintain a healthy environment, proper order, and good condition, or fails to comply with the housing cooperative's regulations;

8. Denied access
if the tenant-owner does not provide access to the apartment when the housing cooperative has a right to access and the tenant-owner cannot show good reason for it;

9. Important obligations
If the tenant-owner fails to fulfil an obligation that exceeds what the tenant-owner is obligated to do according to the Tenant-Owner Rights Act and it must be considered of utmost importance to the housing cooperative that the obligation is fulfilled;

10. Illegal activities
if the apartment is used wholly or substantially for such business or similar activities which are illegal, or which a not insignificant part involves illegal activity, or if the apartment is used for temporary sexual relations for payment; or

11. Unlawful measures
if the tenant-owner, without necessary consent, takes a measure referred to in clause 37, first or second paragraph.

Notice of termination must be in writing.

The right of use shall not be forfeited where the damage or inconvenience caused by the tenant-owner is of minor significance.

Request for correction, termination, and special provisions

Clause 3–5, 7–9 and 11
The tenant-owner may not be evicted under clauses 3–5, 7–9 or 11 if the tenant-owner makes rectification as soon as possible after notice to do so.

Clause 1–6, 7–9 and 11
If the right of use in accordance with clauses 1–5, 7–9, or 11 is forfeited, the tenant-owner may nevertheless not be evicted from the apartment on such basis if the tenant-owner takes remedial measures before the housing cooperative has demanded surrender of the apartment. The aforementioned shall not apply if a right of use is forfeited on the basis of particularly serious disturbances in the residence.

The tenant-owner may also not be evicted from the apartment in accordance with clauses 6 or 9 if the housing cooperative has not demanded surrender of the apartment within three months from the date the housing cooperative was notified of the event referred to.

Clause 2

If the right of use in accordance with clause 2 is forfeited due to a delay in payment of the annual fee or subleasing fee, and if the housing cooperative has for this reason demanded surrender of the apartment, the tenant-owner may not be evicted on the grounds of delay.

1. if the fee – in the case of a residential apartment – is paid within three weeks from notification of the possibility to reacquire the apartment by paying the fee within this time, and notification of termination and the reason for this is provided to Social Services in the municipality where the apartment is located.
2. if the fee – in the case of commercial premises – is paid within two weeks of the tenant-owner being notified of the possibility to reacquire the apartment by paying the fee within this time.

In the case of a residential apartment, the tenant-owner may not be evicted from the apartment if the tenant-owner has been prevented from paying the fee within the time specified in the first paragraph, clause 1 on the basis of illness or similar unforeseen circumstances and the fee is paid as soon as possible, however at the latest when the dispute regarding eviction is decided in the first instance.

The first paragraph shall not apply if the tenant-owner, by repeatedly failing to pay the fee, has breached their obligations to such extent that the tenant-owner should not reasonably be allowed to keep the apartment.

The decision regarding eviction may be issued no earlier than the third weekday after expiry of the time specified in the first paragraph, clause 1 or 2.

Clause 3 and clause 11

The tenant-owner also may not be given notice of termination under clause 3 in respect of a residential apartment or, under clause 11, if the tenant-owner, as soon as possible, applies for permission from the Rent Tribunal and the application is granted.

The tenant-owner may only be evicted from the apartment if the housing cooperative has demanded that the tenant-owner make rectification. The demand to rectify shall be made within two months of the date the housing cooperative was notified of the event referred to in clause 3 or clause 11.

Clause 7

In the case of particularly serious disturbances in the residence, clause 7 shall apply even if the tenant-owner has not been requested to make rectification. Notice to rectify is always required if the apartment is subleased.

Social Services shall be notified prior to termination in respect of a residential apartment in accordance with clause 7. In the case of particularly serious disturbances, termination can be made without notification to Social Services. A copy of the notice of termination shall, however, be sent to Social Services.

Clause 10

The tenant-owner may be evicted from the apartment in accordance with clause 10 only if the housing cooperative has demanded surrender of the apartment within two months of the date the housing cooperative learned of the circumstance. However, if the illegal activity is being prosecuted or if a preliminary investigation has been initiated within the same time, the housing cooperative retains its right of termination until two months have elapsed from the date of judgement in the criminal proceedings has gained legal force or the legal proceeding have been completed in another way.

SECTION 45. CERTAIN NOTIFICATIONS

The housing cooperative has complied with its obligations when notice, as set out below, is sent by the housing cooperative by registered post to the recipient's usual address:

1. notice of disturbance in the residence
2. notice to remedy a deficiency
3. request to pay the investment sum or grant of tenant-owner rights fee
4. notice to rectify
5. notice to Social Services
6. notice to the mortgage lender in respect of unpaid fees to the housing cooperative
7. notice to legal entities, decedents' estates and others concerning denied membership

Other notices to members are given when posted in an appropriate place on the housing cooperative's property or website, or by post or email.

SPECIAL RESOLUTIONS

SECTION 46. RESOLUTION REGARDING THE HOUSING COOPERATIVE'S PROPERTY AND SITE LEASEHOLD

The board or authorised signatories may not dispose of housing cooperative property, part of the property, or a site leasehold interest without the housing cooperative meeting's approval.

The board, or authorised signatories, may not demolish or decide on significant changes to the housing cooperative's building or land such as significant additions, rebuilds and redevelopments of such property.

The board, or authorised signatories, may apply for a mortgage or other registration in the land register of the housing cooperative's property or land.

SECTION 47. SPECIFIC RULES FOR VALID RESOLUTION

The following resolutions require the approval of the board of directors of HSB:

1. resolutions to transfer the housing cooperative's property, part of the property, or site leasehold interest;
2. resolution amending the housing cooperative's by-laws

The following resolutions require the approval of the board of directors of HSB and HSB Resorbed;

3. a resolution that the housing cooperative shall enter into liquidation or be merged with another legal entity;
4. resolutions amending the housing cooperative's by-laws that do not correspond with HSB Riksförbund's recommended general by-laws for housing cooperatives

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SECTION 48. WITHDRAWAL FROM HSB

If a resolution entails that the housing cooperative requests its withdrawal from HSB, the resolution is only valid if adopted at two consecutive housing cooperative meetings and, at the later housing cooperative meeting, is supported by at least two-thirds of the persons voting.

Upon withdrawal from HSB, the housing cooperative's by-laws and business name shall be amended without application of section 47.

SECTION 49. DISSOLUTION

If the housing cooperative is dissolved, retained assets shall accrue to the members in proportion to the tenant-owners' investments.

HSB – home of opportunities

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January 2023