1170 Wien,Hernals | Apartment | Property no.: 37766

Your contact person

Thomas Kopatsch

Geschäftsführer

+43 676 660 7817

tk@wohnkonzept.immo

www.lageeins.com

Description

Der Immobilienmakler erklärt, dass er – entgegen dem in der Immobilienwirtschaft üblichen Geschäftsgebrauch des Doppelmaklers – einseitig nur für den Vermieter tätig ist.

Key data

Living area:	approx. 41,33 sqm
Usable area:	approx. 50,19 sqm
Total area:	approx. 50,19 sqm
Balcony area:	approx. 8,86 sqm
Floor:	1. Etage / 1. Liftstock
Rooms:	2
Bathrooms:	1
Restrooms:	1
Basement:	1
Balconies:	1
Garages:	1

Type of use:	Wohnen, Anlage
For occupation:	sofort
Renting time:	5 Jahre
Heating:	district heating, underfloor heating
Architecture:	Neubau
Condition:	neuwertig
Construction year:	2012
Orientation:	Südwesten

Energy Performance Certificate

Annual thermal energy index:	B 28.6 kWh/m²year
Energy efficiency rating:	A 0.82

Amenities

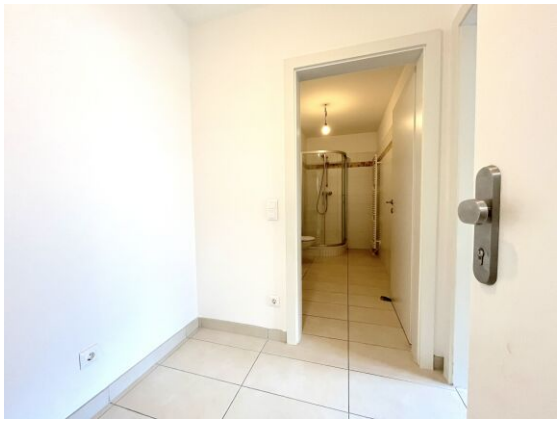
Flooring:	tiles, parquet
Elevator:	passenger elevator
Balcony:	balcony/terrace facing south
Windows:	internal sun protection, double glazing windows
Restrooms:	toilets
Bathroom:	shower
Kitchen:	fitted kitchen, open kitchen
Parking space type:	basement garage
Extras:	underground station close by, bicycle storeroom, children playground (indoor / outdoor)

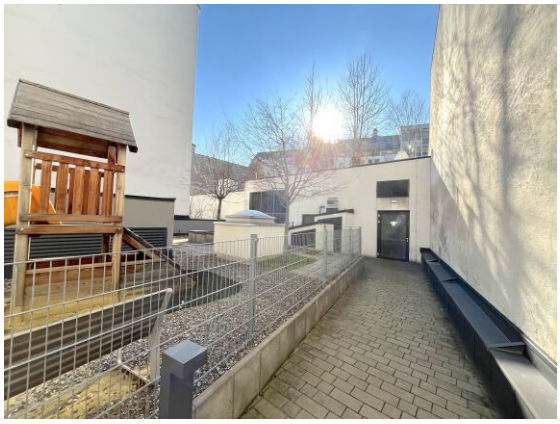
Price information

Total Rent:	€895.01
Rent:	€708.55
Operating costs:	€105.09
VAT:	€81.37
Total monthly costs:	€895.01

Deposit:	3 Bruttomonatsmieten
Commission:	Gemäß Erstauftraggeberprinzip bezahlt der Abgeber die Provision.

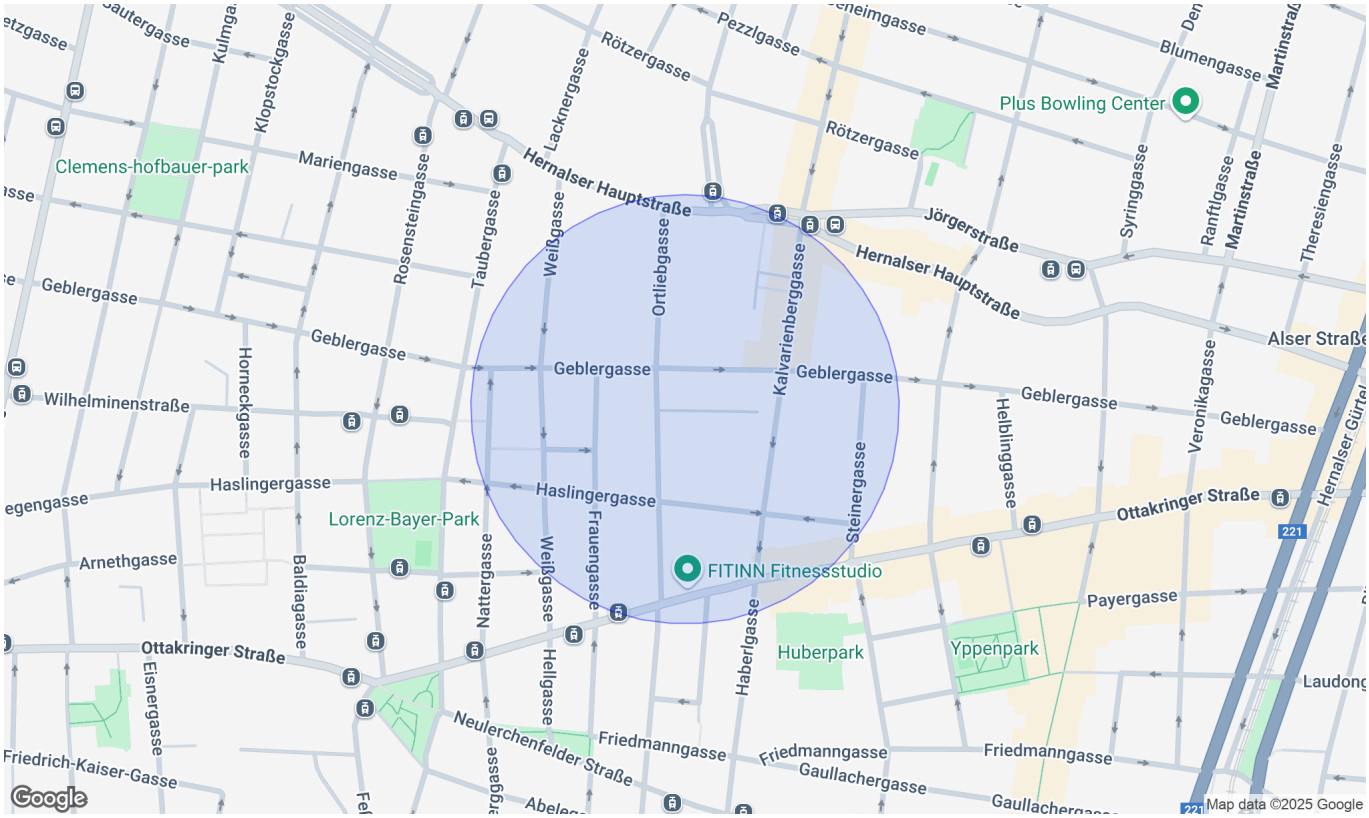
More photos





Location

1170 Wien,Hernals



Infrastructure/distances (POIs)

Health

Physician	500 m
Pharmacy	500 m
Clinic	500 m
Medical building	1.500 m

Local supply

Supermarket	500 m
Bakery	500 m
Shopping centre	500 m

Transport

Bus	500 m
Subway	1.000 m
Tram	500 m
Train station	1.000 m
Motorway junction	4.000 m

Children & schools

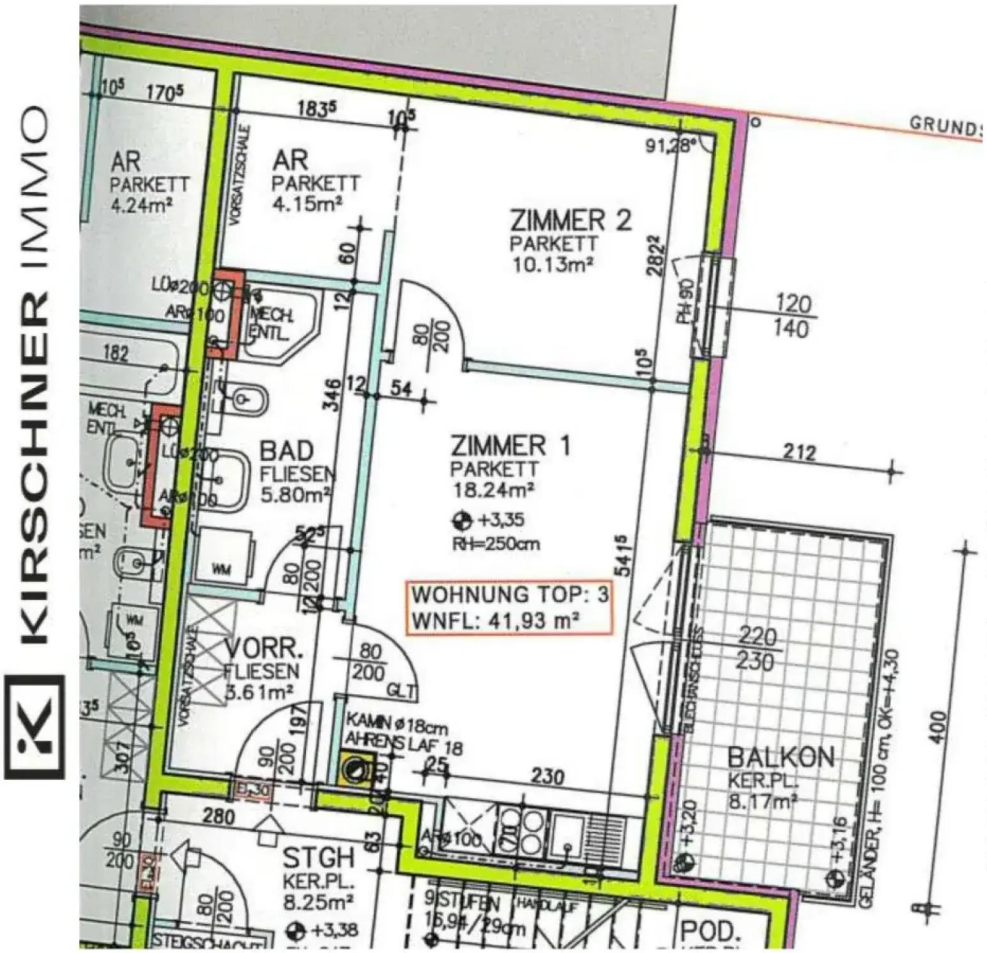
School	500 m
Kindergarten	500 m
University	1.500 m
Secondary school	1.500 m

Others

ATM	500 m
Bank	500 m
Post office	500 m
Police	1.000 m

Stated distance as the crow flies / source: OpenStreetMap

Plan


KIRSCHNER IMMO
AR
PARKETT
4.24m²
AR
PARKETT
4.15m²
ZIMMER 2
PARKETT
10.13m²
ZIMMER 1
PARKETT
18.24m²
+3,35
RH=250cm
BAD
FLIESEN
5.80m²
VORR.
FLIESEN
5.61m²
STGH
KER.PL.
8.25m²
+3,38
BALKON
KER.PL.
8.17m²
+3,20
+3,16
WOHNUNG TOP: 3
WNFL: 41,93 m²
KAMIN ø18cm
AHRENS LAF 18
MECH. ENTL.
WM
VORSATZSCHALE
GELÄNDER, H= 100 cm, OK=+4,30
POD.
KIRSCHNER IMMO GMBH - Telefon: 0664/ 308 73 46 E-Mail: office@kirschner.immo
Bankverbindung: RAIKA IBAN: AT93 3258 5000 0804 6484 BIC: RLNWATWWOBG
FN 429467w Gerichtsstand Wien ATU 69418926

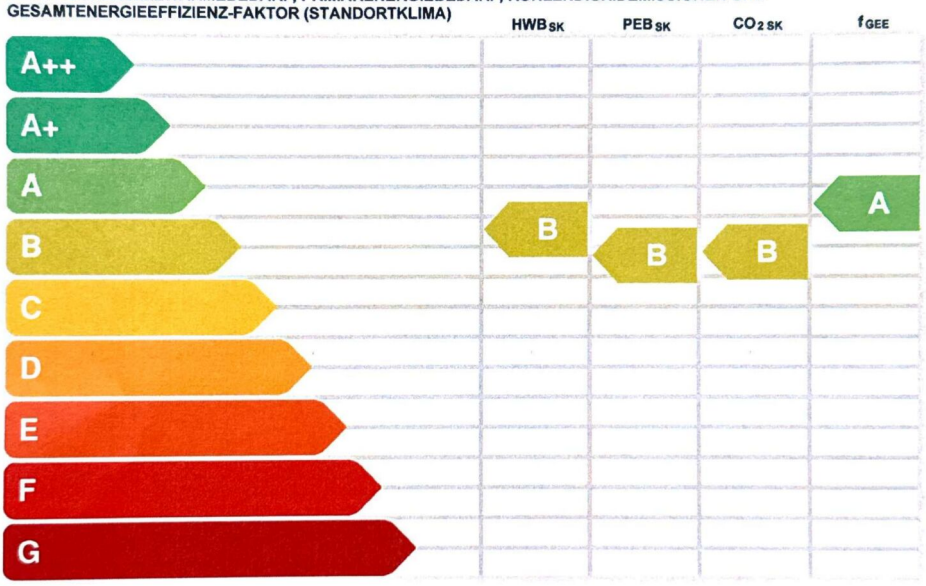
Plan

Energieausweis für Wohngebäude

OIB ÖSTERREICHISCHES INSTITUT FÜR BAUTECHNIK — OIB Richtlinie 6 Ausgabe Oktober 2011

BEZEICHNUNG	Wohnhausanlage 1170 Wien Haslingergasse 11		
Gebäudeteil	Teil B-Wohnhaus	Baujahr	2012
Nutzungsprofil	Mehrfamilienhaus	Letzte Veränderung	
Straße	Haslingergasse 11	Katastralgemeinde	Hernals
PLZ/Ort	1170 Wien-Hernals	KG-Nr.	1402
Grundstücksnr.	. 177/1	Seehöhe	171 m

SPEZIFISCHER HEIZWÄRMEBEDARF, PRIMÄRENERGIEBEDARF, KOHLENDIOXIDEMISSIONEN UND GESAMTENERGIEEFFIZIENZ-FAKTOR (STANDORTKLIMA)



HWB: Der **Heizwärmebedarf** beschreibt jene Wärmemenge, welche den Räumen rechnerisch zur Beheizung zugeführt werden muss.

WWWB: Der **Warmwasserwärmebedarf** ist als flächenbezogener Defaultwert festgelegt. Er entspricht ca. einem Liter Wasser je Quadratmeter Brutto-Grundfläche, welcher um ca. 30°C (also beispielsweise von 8°C auf 38°C) erwärmt wird.

HEB: Beim **Heizenergiebedarf** werden zusätzlich zum Nutzenergiebedarf die Verluste der Haustechnik im Gebäude berücksichtigt. Dazu zählen beispielsweise die Verluste des Heizkessels, der Energiebedarf von Umwälzpumpen etc.

HHSB: Der **Haushaltsstrombedarf** ist als flächenbezogener Defaultwert festgelegt. Er entspricht ca. dem durchschnittlichen flächenbezogenen Stromverbrauch in einem durchschnittlichen österreichischen Haushalt.

EEB: Beim **Endenergiebedarf** wird zusätzlich zum Heizenergiebedarf der Haushaltsstrombedarf berücksichtigt. Der Endenergiebedarf entspricht jener Energiemenge, die eingekauft werden muss.

PEB: Der **Primärenergiebedarf** schließt die gesamte Energie für den Bedarf im Gebäude einschließlich aller Vorketten mit ein. Dieser weist einen erneuerbaren und einen nicht erneuerbaren Anteil auf. Der Ermittlungszeitraum für die Konversionsfaktoren ist 2004 - 2008.

CO_2: Gesamte dem Endenergiebedarf zuzurechnenden **Kohlendioxidemissionen,** einschließlich jener für Transport und Erzeugung sowie aller Verluste. Zu deren Berechnung wurden übliche Allokationsregeln unterstellt.

f_{GEE}: Der **Gesamtenergieeffizienz-Faktor** ist der Quotient aus dem Endenergiebedarf und einem Referenz-Endenergiebedarf (Anforderung 2007).

Alle Werte gelten unter der Annahme eines normierten Benutzerverhaltens. Sie geben den Jahresbedarf pro Quadratmeter beheizter Brutto-Grundfläche an.

Dieser Energieausweis entspricht den Vorgaben der OIB-Richtlinie 6 "Energieeinsparung und Wärmeschutz" des Österreichischen Instituts für Bautechnik in Umsetzung der Richtlinie 2010/31/EU über die Gesamtenergieeffizienz von Gebäuden und des Energieausweis-Vorlage-Gesetzes (EAVG).

GEQ von Zehentmayer Software GmbH www.geq.at
v2013,021909 REPEA11o11 - Wien Projektnr. 212 20.03.2013

Bearbeiter Franz Fuchs
Seite 1

Information sheet

Brokering of residential property rental contracts

ÖVI-Form Nr. 14M / 07 / 2023

I. The Broker as Exclusive Representative of the Landlord 2

II. Rights to withdraw 3

The rental property is brokered by

lage eins GmbH
Bauernmarkt 10/20A, 1010 Wien
T: +43 676 660 7817, E: tk@lageeins.com

represented by

Thomas Kopatsch

and is being shown to you for your personal interest only. Any passing on of business opportunities requires the broker's express consent.

The broker declares that – contrary to the common practice of dual brokerage in the real estate industry – they only work for the landlord.

General terms and conditions pursuant to Section 10 ImmMV [Real Estate Broker Regulation] 1996 BGBI. [Federal Law Gazette] No. 297/1996 recommended by the Federal Chamber of Commerce Austria, Section for Real Estate Experts and Escrow Agents
GZ 2023 / 05 / 05 – FVO Go / Pe – Form 14M / ÖVI

Media holder: Österreichischer Verband der Immobilienwirtschaft
1070 Wien, Mariahilfer Straße 116 / 2. OG / 2 • E-Mail: office@ovi.at • www.ovi.at

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I. The Broker as Exclusive Representative of the Landlord

With the introduction of the so-called »Principle of First Instruction« when brokering residential rental properties, the legislator assumes that from 1July 2023, the broker can usually only agree on a commission with the client who first instructed him. If the broker is initially commissioned by the landlord or by someone authorized by him to do so, he can only agree on a commission with that person. At the same time, the broker will generally refrain from acting as a dual agent in accordance with Section 5 of the Broker Act, but rather expressly declare pursuant to Section 17 of the Broker Act (MaklerG) that he will only act unilaterally on behalf of the landlord not the tenant.

Text of Section 17a of the Broker Act
Brokering of residential property contracts
§ 17 a. (1) If a landlord or a person authorized by him commissions a Broker to broker an apartment rental contract in his own name as the first client, the Broker can only agree on a commission with the Landlord or the person authorized by him.
(2) A broker can only agree on a commission with a client looking for an apartment if the latter has commissioned him as the first client to arrange an apartment rental agreement.
(3) Even with the prospective tenant as the first client, the Broker cannot agree on a commission if
1. the Landlord or the manager has a direct or indirect interest in the company of the real estate agent or in an affiliated company (§ 189 a Z 8 UGB) or can exert influence on this company themselves, through executive officers or through other relevant persons, or if the Broker has a direct or indirect interest in the company of the Landlord or manager or in a company affiliated with this company or can exert influence on this company himself, through executive officers or through other relevant persons, or
2. the Landlord or a person named in Paragraph 1, first sentence, has refrained from concluding a brokerage contract so that the prospective tenant becomes liable to commission as the first client, or
3. the Broker advertises a rental property with the consent of the Landlord or advertises it in another way to a limited group of interested parties.
(4) The Broker must date and record every contract for the brokerage of residential property,in writing or on another durable medium. When asserting a claim for commission, he must explain to the client looking for an apartment that there is no case under Paragraphs 1 or 3.
(5) An agreement is invalid if it
1. obliges the prospective tenant to pay a commission or other service in connection with the brokering or the conclusion of an apartment rental agreement to the Broker who is not entitled to a commission or to the Landlord, or
2. obliges the prospective client to provide another service in connection with the brokering or the conclusion of an apartment rental agreement without equivalent consideration to the previous tenant or to another third party.
§ 27 Tenancy Law (MRG) remains unaffected.
(6) Paras. 1 to 5 and 7 do not apply to the brokering of residential property contracts that are concluded by employers as Tenants in order to provide employees with a service, non-cash or company apartment (Art. 1 para. 2 no. 2 MRG).
(7) If the violation is not already covered by Section 27 (5) MRG, an administrative offence is committed when
1. a broker, or a representative acting on the broker's behalf, agrees, demands or accepts a commission or other service contrary to Paras. 1, 3 or 5,
2. anyone who, contrary to Paragraph 5, agrees, demands or accepts services as a landlord or representative acting on his behalf, as a previous tenant or other third party, or
3. anyone who, acting as a broker, fails to record a brokerage contract in writing or on another durable medium contrary to Paragraph 4,
will be fined up to 3600 euros in the case of Article 1 and Article 2, and with a fine of up to 1500 euros in the case of 3.

II. Rights to withdraw

1. Rescission of contract pertaining to real estate pursuant to Section 30a Konsumentenschutzgesetz ("KSchG") [Austrian Consumer Protection Act]

A client who is a consumer (Section 1 KSchG) and

- has made a contractual statement on the day of the first visit to the premises,
- and if such statement refers to the acquisition of a tenancy right, any other right to use a property or to ownership, namely
- to a flat, a detached (one-family) house or a property suitable for construction of a detached (one-family) house and if
- the same is intended to be used for covering the consumer's own urgent need for accommodation or of that of a close relative;

may declare within one week that he rescinds such contractual statement.

The time period begins to run only when the consumer has received a duplicate of the contractual statement and information regarding the right to rescind the same, i.e. either on the day after he made the statement or, if the duplicate including the information on the right to rescind the contractual statement was delivered later on, at such later point in time. In any case the right to rescind the contractual statement expires not later than one month after the date of the first visit.
Agreements on the payment of a down payment, forfeit money or the like prior to expiration of the period allowed for rescission pursuant to Section 30 a KSchG shall be ineffective.
A statement of rescission regarding a real estate transaction which is addressed to the real estate broker shall also apply to a broker agreement concluded in the course of making the contractual statement. The declaration of withdrawal is not bound to any particular form. The withdrawal period is met if the declaration of withdrawal is sent within the specified period (§ 3 Para. 4 of the Consumer Protection Act).

2. The right to rescind the contract in case of non-occurrence of essential facts or circumstances (Section 3a KSchG)

The consumer may rescind his application for a contract or the contract itself in writing if

- with no initiative of his
- essential circumstances
- that were described by the entrepreneur as being likely
- have not occurred or have only occurred to a considerably smaller extent.

Essential circumstances are

- the necessary cooperation or consent of a third party,
- tax benefits, or
- public aid or a prospective loan.

The period for rescission of the contract is one week after the consumer is able to notice such non-occurrence if he was informed about such right to rescind the contract in writing. In any case, however, the right to rescind the contract will end one month after complete performance of the contract by both parties.
The consumer is not entitled to rescind the contract if

- in the course of the negotiations he knew or was required to have known about such non-occurrence;
- if the right to rescind the contract is negotiated in individual cases (not possible to include in a form); or
- if the contract was adjusted in an appropriate way.

The declaration of withdrawal is not bound to any particular form. The withdrawal period is met if the declaration of withdrawal is sent within the specified period (§ 3 Para. 4 of the Consumer Protection Act).