

1220 Wien | Apartment | Property no.: 37564



Your contact person

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Immobilienberatung

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## 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. 81,55 sqm	Type of use:	Wohnen
Usable area:	approx. 97,61 sqm	Ready for occupancy:	Yes
Total area:	approx. 97,61 sqm	For occupation:	01.02.2025
Basement area:	approx. 4,24 sqm	Renting time:	5 Jahre
Terrace area:	approx. 11,82 sqm	Heating:	underfloor heating

Floor:	2. DG / 2. Dachgeschoss
Rooms:	3
Bathrooms:	1
Restrooms:	1
Basement:	1
Terraces:	1
Garages:	1

Architecture:	Neubau
Condition:	neuwertig
Construction year:	2020
Last renovation:	2024

Energy Performance Certificate	
Valid until:	14.07.2030
Annual thermal energy index:	<b>B</b> 35.5 kWh/m <sup>2</sup> year
Energy efficiency rating:	<b>A+</b> 0.68

## Amenities

Construction type:	bricks & concrete
Flooring:	tiles, parquet
Elevator:	passenger elevator
Energy source:	air source heat pump
Ventilation:	air conditioning
View:	town view
Balcony:	balcony/terrace facing southeast

Windows:	external sun protection, double glazing windows
Restrooms:	separate toilets
Bathroom:	bathroom with window, bathtub
Kitchen:	fitted kitchen
Parking space type:	basement garage
Extras:	underground station close by, bicycle storeroom

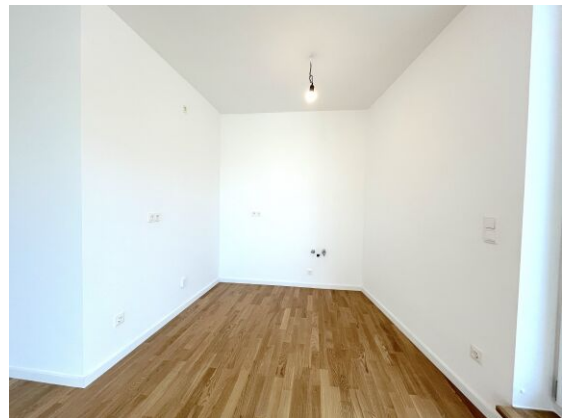
## Price information

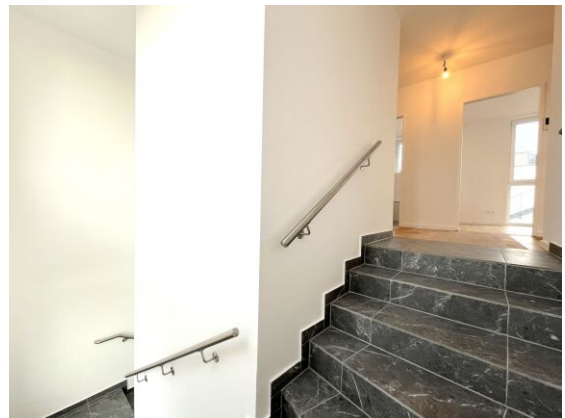
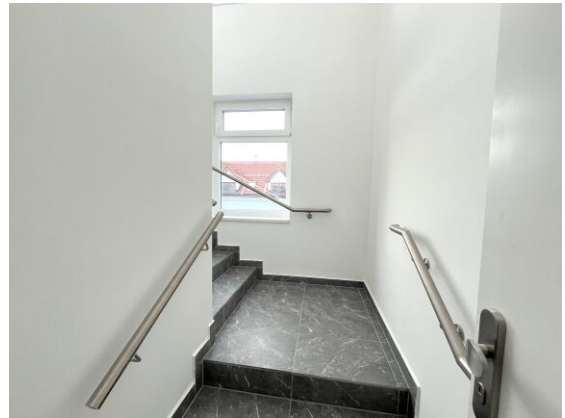
Total Rent:	€1,550.00
Rent:	€1,195.38
Operating costs:	€213.71
VAT:	€140.91
<hr/>	
Total monthly costs:	€1,550.00

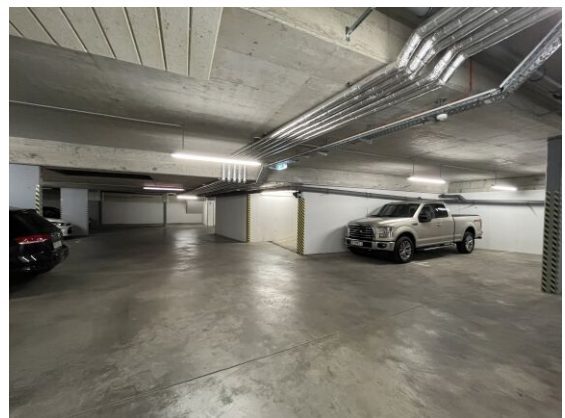
Deposit:	3 Bruttomonatsmieten
Commission:	Gemäß Erstauftraggeberprinzip bezahlt der Abgeber die Provision.

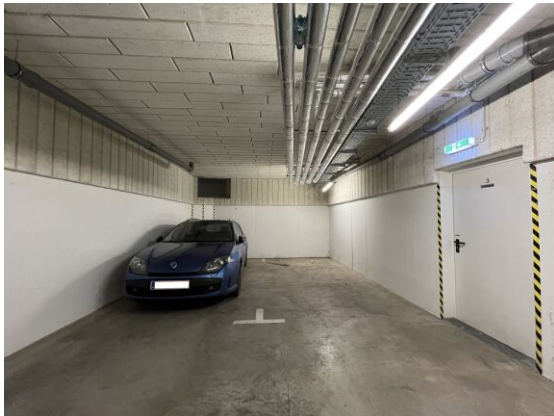
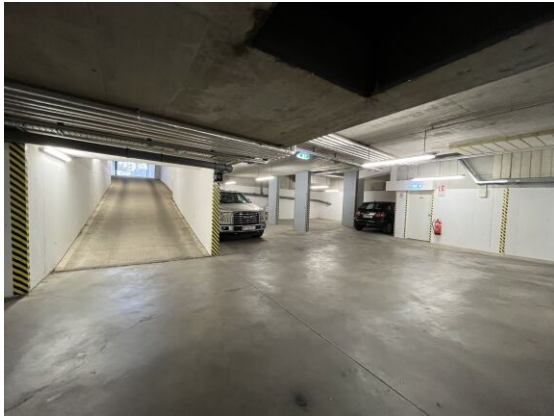
## More photos









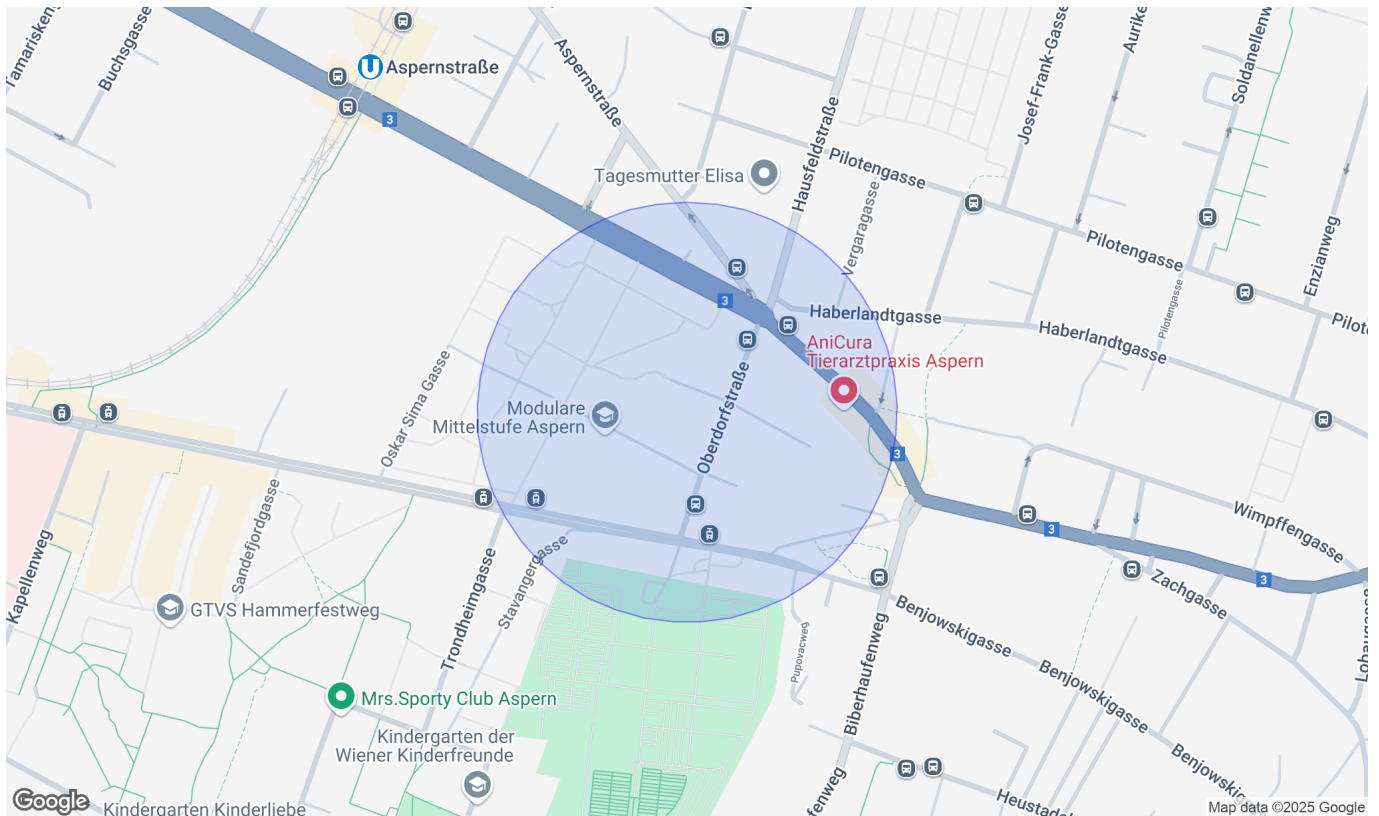






# Location

1220 Wien



## Infrastructure/distances (POIs)

### Health

Physician	500 m
Pharmacy	1.000 m
Clinic	1.000 m
Medical building	1.500 m

### Local supply

Supermarket	500 m
Bakery	500 m
Shopping centre	3.500 m

### Transport

Bus	500 m
Subway	1.000 m
Tram	500 m
Train station	1.000 m
Motorway junction	3.000 m

### Children & schools

School	500 m
Kindergarten	500 m
University	2.500 m
Secondary school	2.000 m

### Others

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

Stated distance as the crow flies / source: OpenStreetMap

# Plan

ASPERNSTRASSE 131 - 1220 WIEN

## TOP 1/6 1. und 2. DACHGESCHOSS

1	Vorraum	ca. 1,75	m <sup>2</sup>
2	Gang	ca. 7,89	m <sup>2</sup>
3	Wohnküche	ca. 22,01	m <sup>2</sup>
4	Bad	ca. 5,04	m <sup>2</sup>
5	Zimmer 1	ca. 11,80	m <sup>2</sup>
6	Zimmer 2	ca. 31,18	m <sup>2</sup>
7	WC	ca. 1,88	m <sup>2</sup>

Wohnnutzfläche 81,55 m<sup>2</sup>

8 Terrasse 11,82 m<sup>2</sup>

Kellerabteil AR1/6 4,24 m<sup>2</sup>

GESAMTFLÄCHE 97,61 m<sup>2</sup>

RAUMHÖHE WOKÜ ca. 2,60 m  
RAUMHÖHE ZIMMER 2 0,00 < Raumhöhe < 2,52 m



M 1:100 @A4

Einrichtungen sind nicht Gegenstand des Vertrages und dienen nur als Vorschlag. Boden und Wandbeläge, Elektro-, sanitär- und sonstige Ausstattung laut gültiger Bau- und Ausstattungsbeschreibung. Die Raum- und Raumbeläge sind nur als Vorschlag zu verstehen. Die Abmessungen sind nur als Vorschlag zu verstehen. Die Abmessungen sind nur als Vorschlag zu verstehen. Die Abmessungen sind nur als Vorschlag zu verstehen.

Unverbindliche Plankopie, Änderungen vorbehalten.

Stand: Dez. 2020



Stadlergasse 4/1  
T: +43/19291207

# Plan



ASPERNSTRASSE 131 - 1220 WIEN  
Untergeschoss Tiefgarage - PKW Stellplätze

Stellplatz 1	13,28 m <sup>2</sup>
Stellplatz 2	13,17 m <sup>2</sup>
Stellplatz 3	12,50 m <sup>2</sup>
Stellplatz 4	14,00 m <sup>2</sup>
Stellplatz 5	15,00 m <sup>2</sup>
Stellplatz 6	12,50 m <sup>2</sup>
Stellplatz 7	13,22 m <sup>2</sup>
Stellplatz 8	13,09 m <sup>2</sup>
Stellplatz 9	12,50 m <sup>2</sup>
Stellplatz 10	12,50 m <sup>2</sup>
Stellplatz 11	12,50 m <sup>2</sup>
Stellplatz 12	12,50 m <sup>2</sup>
Stellplatz 13	12,50 m <sup>2</sup>
Stellplatz 14	14,45 m <sup>2</sup>
Stellplatz 15	12,25 m <sup>2</sup>
Stellplatz 16	12,50 m <sup>2</sup>
Stellplatz 17	12,50 m <sup>2</sup>
Stellplatz 18	12,50 m <sup>2</sup>



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Unverbindliche Plankopie, Änderungen vorbehalten.  
Stand: Jan. 2021



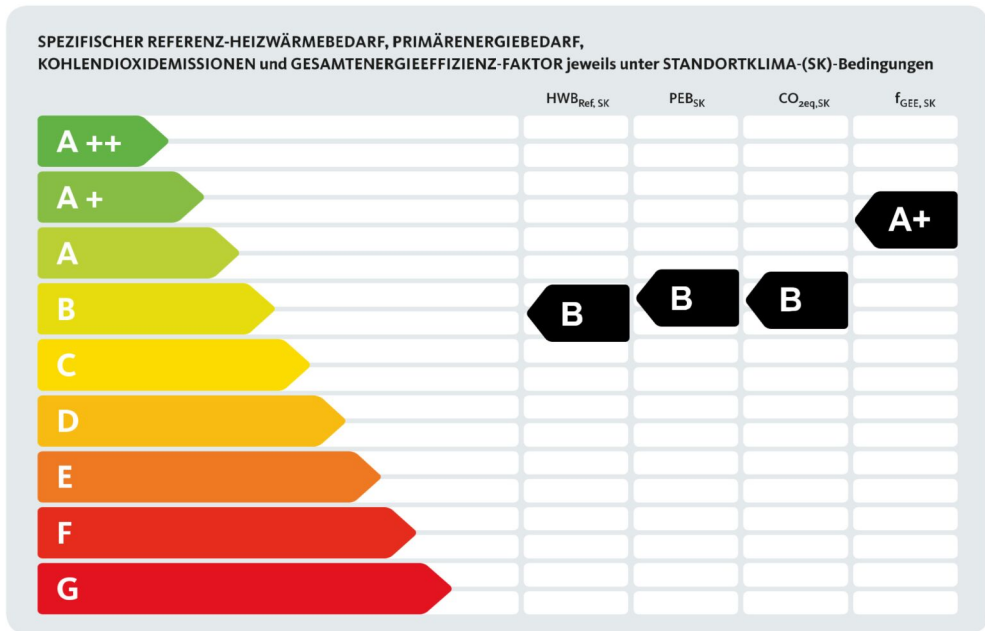
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## Energieausweis für Wohngebäude Seite 1 von 45

**OiB** ÖSTERREICHISCHES  
INSTITUT FÜR BAUTECHNIK

OiB-Richtlinie 6  
Ausgabe: April 2019

<b>BEZEICHNUNG</b>	WHA Aspernstraße 131	<b>Umsetzungsstand</b>	Ist-Zustand
Gebäude(-teil)	Wohnen	Baujahr	2020
Nutzungsprofil	Wohngebäude mit 10 und mehr Nutzungseinheiten	Letzte Veränderung	
Straße	Aspernstraße 131/1	Katastralgemeinde	Aspern
PLZ/Ort	1220 Wien-Donaustadt	KG-Nr.	01651
Grundstücksnr.	21, 23, 24/1	Seehöhe	158 m



**HWB<sub>Ref</sub>:** Der **Referenz-Heizwärmebedarf** ist jene Wärmemenge, die in den Räumen bereitgestellt werden muss, um diese auf einer normativ geforderten Raumtemperatur, ohne Berücksichtigung allfälliger Erträge aus Wärmerückgewinnung, zu halten.

**WWWB:** Der **Warmwasserwärmebedarf** ist in Abhängigkeit der Gebäudekategorie als flächenbezogener Defaultwert festgelegt.

**HEB:** Beim **Heizenergiebedarf** werden zusätzlich zum Heiz- und Warmwasserwärmebedarf die Verluste des gebäudetechnischen Systems berücksichtigt, dazu zählen insbesondere die Verluste der Wärmebereitstellung, der Wärmeverteilung, der Wärmespeicherung und der Wärmeabgabe sowie allfälliger Hilfsenergie.

**HHSB:** Der **Haushaltsstrombedarf** ist als flächenbezogener Defaultwert festgelegt. Er entspricht in etwa dem durchschnittlichen flächenbezogenen Stromverbrauch eines österreichischen Haushalts.

**RK:** Das **Referenzklima** ist ein virtuelles Klima. Es dient zur Ermittlung von Energiekennzahlen.

**EEB:** Der **Endenergiebedarf** umfasst zusätzlich zum Heizenergiebedarf den Haushaltsstrombedarf, abzüglich allfälliger Endenergieerträge und zuzüglich eines dafür notwendigen Hilfsenergiebedarfs. Der Endenergiebedarf entspricht jener Energiemenge, die eingekauft werden muss (Lieferenergiebedarf).

**f<sub>GEE</sub>:** Der **Gesamteffizienz-Faktor** ist der Quotient aus einerseits dem Endenergiebedarf abzüglich allfälliger Endenergieerträge und zuzüglich des dafür notwendigen Hilfsenergiebedarfs und andererseits einem Referenz-Endenergiebedarf (Anforderung 2007).

**PEB:** Der **Primärenergiebedarf** ist der Endenergiebedarf einschließlich der Verluste in allen Vorketten. Der Primärenergiebedarf weist einen erneuerbaren (PEB<sub>ren</sub>) und einen nicht erneuerbaren (PEB<sub>nen</sub>) Anteil auf.

**CO<sub>2eq</sub>:** Gesamte dem Endenergiebedarf zuzurechnenden **äquivalenten Kohlendioxidemissionen** (Treibhausgase), einschließlich jener für Vorketten.

**SK:** Das **Standortklima** ist das reale Klima am Gebäudestandort. Dieses Klimamodell wurde auf Basis der Primärdaten (1970 bis 1999) der Zentralanstalt für Meteorologie und Geodynamik für die Jahre 1978 bis 2007 gegenüber der Vorfassung aktualisiert.

**Alle Werte gelten unter der Annahme eines normierten BenutzerInnenverhaltens. 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 vom 19. Mai 2010 über die Gesamtenergieeffizienz von Gebäuden bzw. 2018/844/EU vom 30. Mai 2018 und des Energieausweis-Vorlage-Gesetzes (EAVG). Der Ermittlungszeitraum für die Konversionsfaktoren für Primärenergie und Kohlendioxidemissionen ist für Strom: 2013-09 - 2018-08, und es wurden übliche Allokationsregeln unterstellt.



## 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 1 July 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).