

## MODENAPARK: Generous family apartment with balcony and park views!

1030 Wien, Österreich

Nähe: Modenapark, Stadtpark, Am Heumarkt, U4, Konzerthaus, Akademietheater



**Eckdaten Objektnummer 1957**

**Wohnfläche:** ca. 178,5 m<sup>2</sup>

**Mobiliar:** Küche, Bad

**Mietdauer:** 5 Jahre

**Beziehbar:** sofort

**Bauart:** Altbau

**Baujahr:** ca. 1930

**Letzte Generalsanierung:** 2018

**Heizung:** underfloor heating

**Stockwerk:** 3. Etage

**Lift:** passenger elevator

**Zustand:** Erstbezug

**Zimmer:** 4

**Balkone:** 2 (ca. 4,65 m<sup>2</sup>)

**Bäder:** 2

**WCs:** 2



**Ihr Ansprechpartner:**



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## Detailbeschreibung

### Charming family apartment with balcony in the embassy quarter!

We're pleased to offer a fully-refurbished rental apartment from the 1930s with all amenities and an excellent layout! The apartment has park views yet is close to the Ring Road and the city center.

The apartment is located on the 3<sup>rd</sup> floor. It is connected to district heating and the monthly deposit for heating is already included in the rent. The lease is limited to 5 years.

### The fittings and fixtures are of exceptionally high standard:

- Premium stone tiling in the living room and the kitchen
- Parquet in the bedrooms
- Premium fitted kitchen with all appliances
- Air-conditioning in all rooms
- Underfloor heating
- Mechanical external shutters
- 2 bathrooms with windows, one with shower, the other with shower, bathtub and WC
- Washing machine and dryer

### ALL THE HIGHLIGHTS AT A GLANCE:

#### Layout:

- Entrance hall
- Open plan kitchen/living room
- 3 bedrooms 16m<sup>2</sup>/172 sq ft, 19 m<sup>2</sup>/204 sq ft and 21 m<sup>2</sup>/226 sq ft, one with a walk-in closet
- 2 bathrooms, one with WC
- Guest WC
- 2 utility/storage rooms
- 2 balconies (east-facing from the living room and west-facing from the master bathroom)

#### Fittings & fixtures:

- **2<sup>nd</sup> occupancy after refurbishment**
- **Fitted kitchen:** Counter with high-quality electric appliances from AEG (Oven/steamer, induction cooktop, microwave, fridge-freezer, extractor fan, dishwasher, kitchen sink)
- **Bathroom 1:** wall and floor cabinets, towel dryer, bathtub, shower, WC
- **Bathroom 2:** wall and floor cabinets, towel dryer, shower, washing machine connection
- **Flooring: Kitchen/diner:** tiles **Bedrooms:** parquet
- **Heating:** underfloor heating and towel dryers
- **Cooling:** AC units in all rooms

#### Infrastructure:

The center of the city is only a few minutes away on foot. There, the discerning cosmopolitan has everything – from high culture to high fashion to haute cuisine. There are numerous grocery shops as well as private and public establishments in the immediate vicinity.



Also close by is "Wien Mitte", with its The Mall, the biggest and most modern shopping center in the heart of Vienna. Connections to all public transportation complete the top location. The CAT (City Airport Train), which will take you to the airport in 16 minutes, is nearby.

Public transportation consists of the U-Bahn lines U3 & U4, the 4A bus, and the O-tram in the direction of Prater. The first district is a few minutes away on foot.

It's our priority to get you all the information you may need so please don't hesitate to contact us and we'll do the research and get back to you as soon as possible.

We'd be delighted to show you around this lovely property.

Your team at Elisabeth Rohr Real Estate

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

## Ausstattung

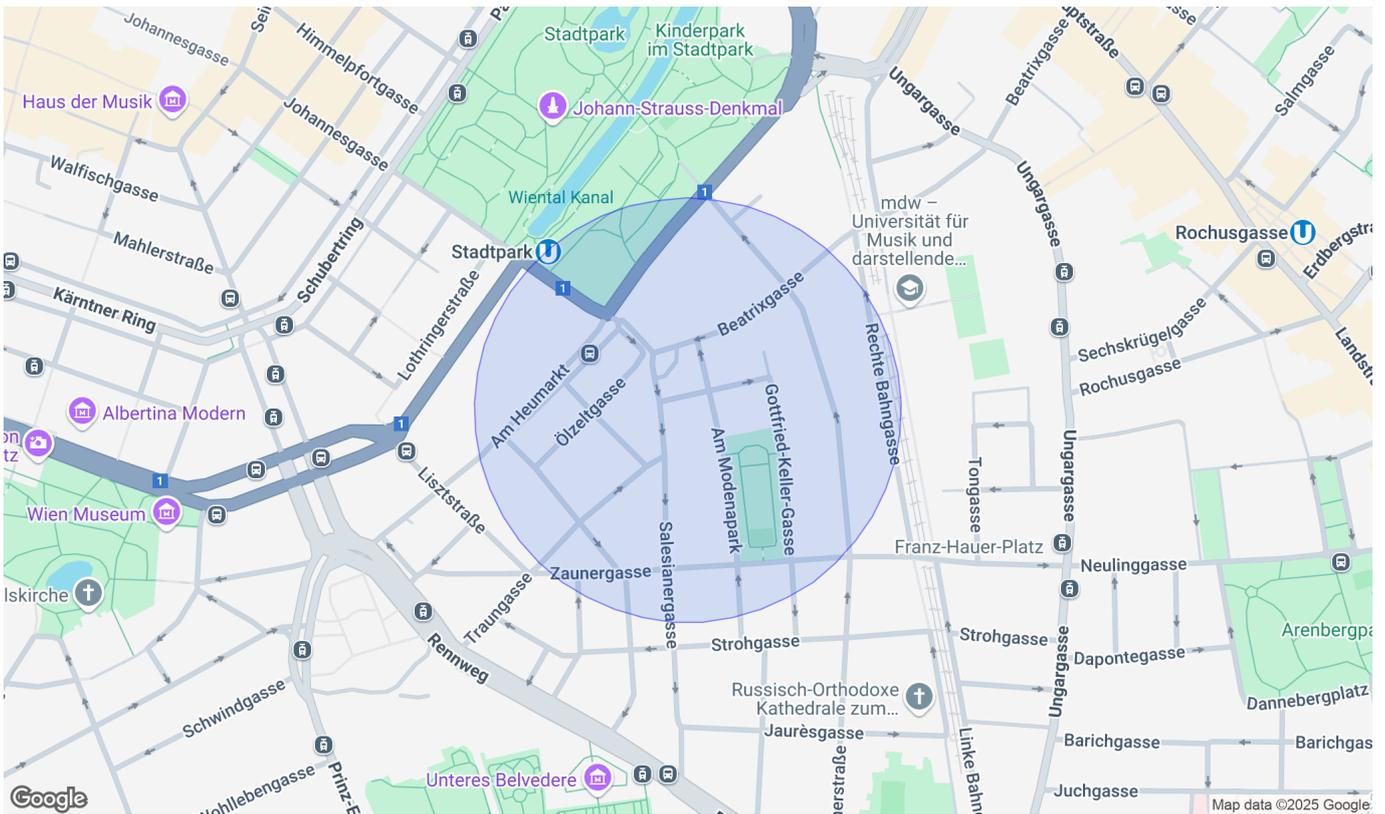
tiles, parquet, underfloor heating, fitted kitchen, open kitchen, passenger elevator, balcony/terrace facing east, balcony/terrace facing west, bathroom with window, bathtub, shower, air conditioning, underground station close by, storage room, guest toilet



## Location

Modenapark, Stadtpark, Am Heumarkt

1030 Wien



## Infrastructure/distances (POIs)

### Health

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

### Local supply

Supermarket	500 m
Bakery	500 m
Shopping centre	1.000 m

### Transport

Bus	500 m
Subway	500 m
Tram	500 m
Train station	500 m
Motorway junction	2.500 m

### Children & schools

School	500 m
Kindergarten	500 m
University	500 m
Secondary school	1.000 m

### Others

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

Stated distance as the crow flies / source: OpenStreetMap



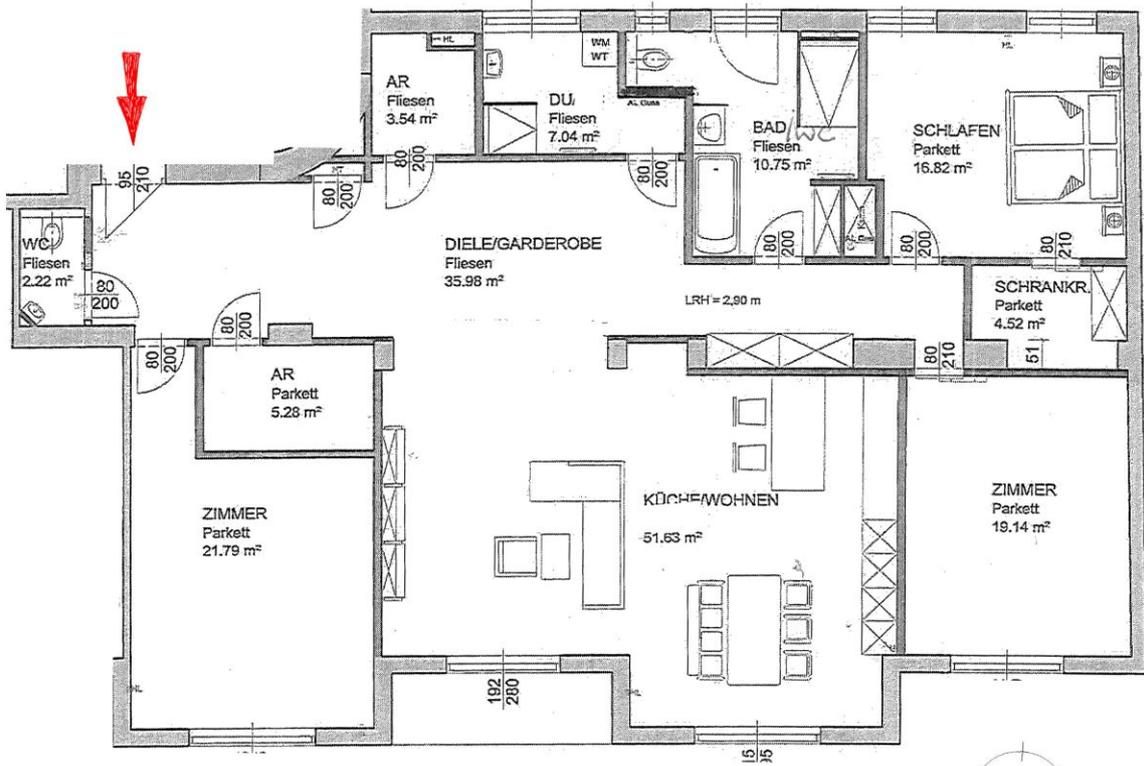
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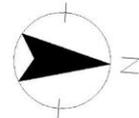


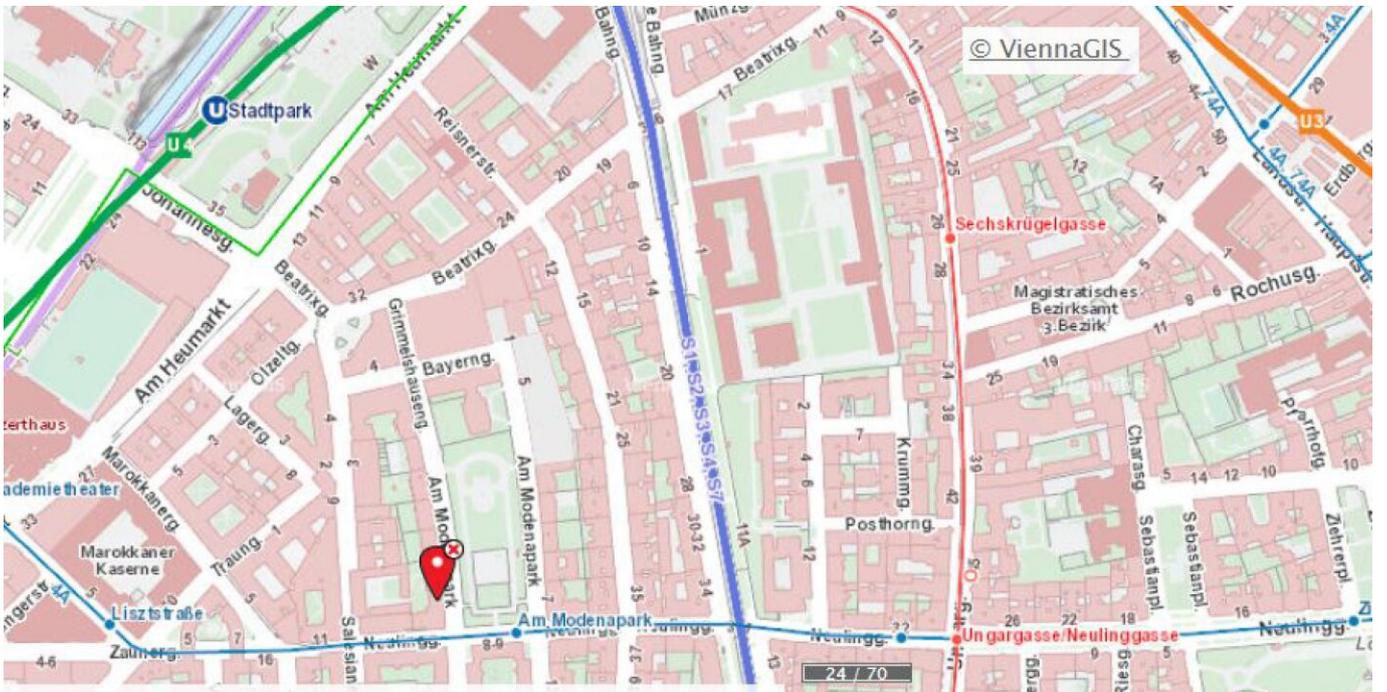






Planskizze Grundriss.  
Alle Angaben ohne Gewähr.







## 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).