

FREQUENTLY ASKED QUESTIONS

Investor service

A tenancy agreement is concluded with the tenants which is continuously adapted to current case law.

1. What happens when the tenant breaks something in the apartment?

The tenant must immediately notify the landlord (Schultheiss Betreiber- und Mietverwaltungs GmbH) of any damage incurred in the rented premises (in accordance with Section 9 (4b) of the tenancy agreement).

The tenant or his insurer is responsible for damage caused by the tenant in person or attributable to the user behaviour.

2. In what condition must the apartment be returned after 3, 5, or 10 years?

As specified in Section 6 of the tenancy agreement: "with white painted walls, ceilings papered and painted white". This means that the original state must be restored. Here we will be happy to recommend good painters, who will then carry out the work on account.

Decorative repairs are regulated under Section 9a of the tenancy agreement.

This states that the tenant is obliged to properly carry out any decorative repairs required during the term of the tenancy, where these become necessary due to the degree of wear and tear in the leased premises.

The generally applicable regular periods are listed under Section 9a, (1b) of the tenant's responsibilities in the tenancy agreement.

- Kitchens/bathrooms/shower rooms 5 years
- Living rooms and bedrooms/hallways/toilets 8 years
- Windows /doors/ radiators 10 years
- Other ancillary rooms 10 years

3. What if kitchen appliances break down, do they have to be replaced by the purchaser/owner?

If the kitchen is damaged after expiry of the warranty without this being attributable to the tenant's use, the costs incurred for the replacement or repair of the appliance shall be passed on to the owner at cost price.

Important: THE KITCHEN DESIGNERS habicht+sporer offer a warranty of 5 years, otherwise 2-year warranty periods apply.

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4 . When does the tenant receive the first rental payment?

This is regulated under Section 4, point 4c of the tenancy agreement.

Example:

15.12.18 → Acceptance of the premises with the owner

01.01.19 → Commencement of the tenancy agreement

15.04.19 → Rental guarantee deposit paid to the owner

Important: If the acceptance of the premises is postponed, the first rental payment will also be postponed. It is therefore imperative that acceptance dates are adhered to.

5 . Can I extend my investor service after the agreed period has expired?

An extension is conceivable in principle. However, this is only possible after consultation, since this is when the corresponding terms are also negotiated on which the extension could be agreed.

Notes:

1. If the purchaser requires the premises for personal use, he must give the notice to quit himself.
2. After expiry of the agreed term, the purchaser receives the handover report and the tenancy agreement and enters into the rental agreement according to Section 565 of the German Civil Code - as though the tenant has been 'inherited' along with the property. The purchaser is thereby subject to the same rights and obligations as those agreed by the landlord in the tenancy agreement. And in the process, he is also entitled to the same rent as previously called for by us. Here it is important to know that we conclude graduated tenancy agreements for five years. That is a rent increase every two years
3. Deposit: 3x net monthly rent
4. Tenants are advised to take out a key insurance policy, because the tenant is liable in the event of loss.
5. Service charges: Acceptance €2.50/m² (this will then be adjusted by the property management company to the actual apportionable and incurred costs after the first settlement of the operating costs or service charge payments). Procedure: The owner pays the service charges; in return he receives from us the guaranteed rent rental payment and the advance utility charges payments. Apportionable utility charges are passed on to the tenant. The non-apportionable charges are borne by the landlord.
6. The investor service terms must be discussed and agreed BEFORE the notarial appointment. The information is then sent to the lettings department, which prepares the tenancy agreement. The offer is then valid until 21 days after conclusion of the notarial purchase agreement. The terms of the investor service can no longer be agreed at a later date.