



AGAINST THE SELLOUT OF THE CITY!

For the preservation of Hermannstraße 48!

Press release 26th February 2021

We are buying our house!

On Monday 22nd February 2021, the district of Neukölln exercised the right of first refusal ('Vorkaufsrecht') in favour of Hermanes48 GmbH, the organisation founded by our house community in association with the Mietshäusersyndikat.

With this, an important step has been taken towards the autonomy of Hermannstraße 48, which includes the front house, transverse building, side building, factory building and a project space used by a wide range of politically active groups.

However, the purchase is not yet cut and dry. On Monday evening, at the last possible moment, the original buyer submitted a signed aversion agreement ('Abwendungsvereinbarung') to the district. This document does not, however, match the agreement put forward by the district. This altered aversion agreement is now being checked by the district.

The purchase by the house community together with the Mietshäusersyndikat will remain in limbo until all legal avenues have been exhausted or overruled. Only then will we know if we will have finally managed to take our house off the property market. Only then will we know, too, whether the occupants of the two flat-shares whose contracts have already been terminated by the owner can return home.

Nevertheless, for now, we are pleased that we were able to convince those responsible in the district to decide in favour of our self-organised house community as third-party buyer, together with the Mietshäusersyndikat. This process has cost us an enormous amount of work and stress in the past two months. Many of have worked more or less round the clock in various highly specialised task forces. We have received much support and solidarity from other houses and groups; and we have also grown closer as a house community.

Here is a short outline of the emotional rollercoaster of the last few months. On 22.12.2020, the district was informed that our house had been sold. We originally preferred a third-party purchase by a cooperative, which we had almost entirely organised. At the behest of the Senate, however, a state-owned housing association then put itself forward as a third-party buyer for our house. This had the consequence that public funds could no longer be used to support the cooperative, which then ultimately decided against the third-party purchase. In this situation, we were glad that we had simultaneously pressed on with the purchase model in association with the Mietshäusersyndikat. We were thus able to decide between a preference for a third-party purchase by ourselves, or by the state-owned housing association. For us, this was a crowning moment in our fight for participation in our own housing situation.



Yet we were, and still are, also frustrated: why was the state-owned housing association told to step forwards in our case, where various third-party purchase options were already available; whilst there were no third-party purchase options whatsoever for other houses such as Donaustr. 5, Anzengruber Str. 24 and Jonasstr. 34? We have voiced this criticism to the senate and the district.

Even the right of first refusal ('Vorkaufsrecht') itself seems to us questionable, to say the least:

1. The **declared political goal of the right of first refusal** is the pre-purchase by investors under the conditions of the aversion agreement ('Abwendungsvereinbarung'). This obligates them to fulfil environmental protection requirements, which are, however, mostly time-limited and phrased in very vague terms. It does not provide effective, long-term protection for renters.
2. The **two-month deadline** which it sets is much too short to find suitable third-party options. We only managed this because we had been preparing for years in advance. Even within the district, there is scarcely enough capacity to examine the pre-purchase for all the houses under threat within this tight deadline.
3. The houses are **too expensive**. In the right of first refusal is a provision for third-party purchasers working for the common good to take over the original purchase contract. With the eye-watering prices currently being demanded for property in Berlin, socially responsible refinancing is impossible in most cases. In this situation, the possibility of a price-limited right of first refusal in line with § 28 Abs. 2 BauGB makes no difference.
4. The renters themselves have **neither the right to information, nor the right to participation**. There is no provision for their involvement in the decision of the right to first refusal. All this has to change! We will stick to our task!

On Saturday 27th February 2021 at 3pm, we are holding a rally in front of our house to mark this occasion.

Against the sellout of the city!

Houses for those who need them!

H48 stays!

Contact

Email: presse@h48bleibt.org