

## Publications - Joachim Garbe-Emden

- Consideration of benefits pursuant to Section 2057a BGB in the preparation of a notarial estate inventory, Zeitschrift für Steuer- und Erbrechtspraxis 2021, 1, 41 et seq.
- Real estate transfer tax on the sale of municipal properties to non-profit organizations, Zeitschrift für Stiftungs- und Vereinswesen 2013, 207 ff.
- Need for adjustment of statutes of municipal companies, Landes- und Kommunalverwaltung 2013, 97 ff.)
- Garbe-Emden, Joachim and Ulf Schönberg-Wessel: Consideration of benefits pursuant to § 2057a BGB in the preparation of the notarial estate inventory, Zeitschrift für Steuer- und Erbrechtspraxis 2021, page 1, 41 ff.
- Garbe-Emden, Joachim: ECJ objects to minimum and maximum rates of the HOAI. Judgment of the ECJ, judgment of 4.7.2019, Case C-377/17, in: Reihe Recht FGK e.V., 180th edition, September 2019
- Garbe-Emden, Joachim: Even a defective arbitration report remains binding. Judgment of the Higher Regional Court of Oldenburg, judgment of 23.08.2016, 2 U 27/16, in: Reihe Recht FGK e.V., 179th edition, May 2019
- Garbe-Emden, Joachim: No limitation period without final invoice. Judgment review OLG Hamburg, judgment of 20.12.2018, 4 U 80/18, in: Reihe Recht FGK e.V., 178th edition, April 2019
- Garbe-Emden, Joachim: Fictitious damages for collateral damage. Judgment review LG Munich I, judgment of 14.11.2018, 2 O 11818/16, in: Reihe Recht FGK e.V., 177th edition, March 2019
- Garbe-Emden, Joachim: No warranty if the manufacturer's specifications are observed. Judgment review OLG Hamm, judgment of 09.11.2018, I-12 U 20/187, in: Reihe Recht FGK e.V., 176th edition, February 2019
- Garbe-Emden, Joachim: No compensation for loss of use for company vehicles. Judgment of the Federal Court of Justice, judgment of 06.12.2018, VII ZR 285/17, in: Reihe Recht FGK e.V., 175th edition, January 2019
- Garbe-Emden, Joachim: Compensation after contract termination. Judgment review OLG Frankfurt, judgment of 15.04.2016, 10 U 80/14, in: Reihe Recht FGK e.V., 174th edition, November 2018
- Garbe-Emden, Joachim: No revocation for trade fair purchases. Judgment review BGH; judgment of 30.8.2018, VII ZR 243/17, in: Reihe Recht FGK e.V., 173rd edition, October 2018
- Garbe-Emden, Joachim: Missing reference to efficiency class as unfair advertising. Judgment review in series Recht FGK e.V., November 2017

- Garbe-Emden, Joachim: Software-based calculations must be checked for plausibility. Judgment review in series Recht FGK e.V., October 2017
- Garbe-Emden, Joachim: A partial black money agreement also leads to the nullity of the contract for work and services. Judgment review in series Recht FGK e.V., September 2017
- Garbe-Emden, Joachim: Liability of the seller in case of reference to allegedly faulty ventilation. Judgment review in series Recht FGK e.V., August 2017
- Garbe-Emden, Joachim: Damage calculation for additional heating costs. Judgment review in series Recht FGK e.V., June 2017
- Garbe-Emden, Joachim: 10-year liability of the architect for ventilation defects. Judgment discussion in the series Recht FGK e.V., May 2017
- Garbe-Emden, Joachim: Employees of subcontractors are not subject to the contractual scope of protection of the work contract of a previously active company. Judgment review in series Recht FGK e.V., March 2017
- Garbe-Emden, Joachim: The installation of a residential ventilation system may require the tenant's consent. Judgment review in series Recht FGK e.V., January 2017
- Garbe-Emden, Joachim: The fee for the implementation planning can be reclaimed if the noise protection was not sufficiently taken into account. Judgment review in series Recht FGK e.V., February 2016
- Garbe-Emden, Joachim: If the client terminates the contract due to alleged defects and delay in remedying them, this is usually to be understood as a free termination at the same time. Judgment review in series Recht FGK e.V., December 2015
- Garbe-Emden, Joachim: If the contractor agrees to offer a lump-sum payment even though he is aware that the existing bill of quantities is outdated, he cannot invoice quantity increases on the basis of the revised bill of quantities. Review of the judgment in the series Recht FGK e.V., November 2015
- Garbe-Emden, Joachim: A contractor's duty to inform subsequent trades only exists if circumstances that could cause damage cannot be recognized by the subsequent trade even if a proper and professional inspection is carried out. Judgment review in series Recht FGK e.V., October 2015
- Garbe-Emden, Joachim: The installation of smoke alarms, which the landlord carries out with regard to a corresponding obligation under building regulations - here § LSABAUO § 47 LSA-BAUO § 47 paragraph IV 4 of the building regulations of the state of Saxony-Anhalt (BauO LSA) - must be tolerated by the tenant even if he has already equipped the apartment with smoke alarms selected by him. Judgment review in series Recht FGK e.V., September 2015
- Garbe-Emden, Joachim: The difficulties of establishing the causes of mold growth beyond doubt can result in considerable legal costs. Judgment review in series Recht FGK e.V., August 2015

- Garbe-Emden, Joachim: Missing CE mark constitutes a defect. Judgment review in series Recht FGK e.V., July 2015
- Garbe-Emden, Joachim: The mere handing over of an energy certificate does not constitute a procurement agreement on the consumption values shown therein if it is an older existing building and the seller has clearly not taken any energy-saving measures. Review of the judgment in the series Recht FGK e.V., June 2015
- Garbe-Emden, Joachim: If the contractor inspects the work performance on the basis of a notice of defects that turns out to be unjustified, he can demand reimbursement of expenses if he has pointed this out in advance. Judgment review in series Recht FGK e.V., May 2015
- Garbe-Emden, Joachim: The tenant only has to tolerate the replacement of windows for the purpose of energy saving if it corresponds to the state of the art. Judgment review in series Recht FGK e.V., April 2015
- Garbe-Emden, Joachim: If it is essential for the usability of an ordered cooling system that the housing dimensions of the receiving system are exactly adhered to, the contractor must explicitly point this out. Judgment review in series Recht FGK e.V., March 2015
- Garbe-Emden, Joachim: If the contractor refuses to rectify defects, he bears the risk of prognosis for the rectification of defects carried out by third parties. Judgment review in series Recht FGK e.V., February 2015
- Garbe-Emden, Joachim: Construction products marketed before 01.07.2013 must also bear a CE marking. Judgment review in the series Recht FGK e.V., January 2015
- Garbe-Emden, Joachim: Completeness clauses can also be agreed as part of general terms and conditions. Judgment review in series Recht FGK e.V., November 2014
- Garbe-Emden, Joachim: If an agreed completion date is postponed, the contractor is not in default and does not have to pay a contractual penalty if it has not received a separate warning. Judgment review in series Recht FGK e.V., September 2014
- Garbe-Emden, Joachim: Promotional loans as a banking transaction, in: Zeitschrift für Stiftungs- und Ver- einwesen 2014, Issue 4, 136
- Garbe-Emden, Joachim: Construction products marketed before 01.07.2013 do not have to bear a CE marking. Judgment review in series Recht FGK e.V., July 2014
- Garbe-Emden, Joachim: The architect is only liable for the faulty planning of specialist engineers if he issues faulty specifications, selects unsuitable specialists or overlooks defects that are also recognizable to him. Judgment review in series Recht FGK e.V., June 2014
- Garbe-Emden, Joachim: If the TÜV takes over the supervision of a construction project during construction, it is a contract for work and claims for defective supervision become time-barred 5 years after acceptance. Judgment review in series Recht FGK e.V., May 2014

- Garbe-Emden, Joachim: If a technically outdated heating system causes very high operating costs, this does not entitle the tenant to a reduction, but possibly to a reduction of the heating bill. Judgment review in series Recht FGK e.V., April 2014
- Garbe-Emden, Joachim: A general contractor can also be the recipient of construction funds if part of the services have been withdrawn from him. If the construction funds received are not sufficient to pay all subcontractors, the general contractor does not have to contribute its own funds. Judgement review in series Recht FGK e.V., February 2014
- Garbe-Emden, Joachim: Limitation of liability for defects for rooftop solar systems in 2 years. Judgment review in series Recht FGK e.V., January 2014
- Garbe-Emden, Joachim: Liability of the commissioned engineer for errors in tender documents. Judgment review in series Recht FGK e.V., December 2013
- Garbe-Emden, Joachim: Grunderwerbsteuer bei der Veräußerung kommunaler Grundstücke an gemeinnützige Träger, in Zeitschrift für Stiftungs- und Vereinswesen 2013, Heft 6, 207
- Garbe-Emden, Joachim: Silence on construction site protocol counts as consent. Judgment discussion in series Recht FGK e.V., November 2013
- Garbe-Emden, Joachim: The reversal of life annuity contracts against a single payment, in: Zeitschrift für Versicherungsrecht, Haftungs- und Schadensrecht (VersR) 2013, issue 28, 1213
- Garbe-Emden, Joachim: References to general terms and conditions in participation in tenders inadmissible. Case law review in series Recht FGK e.V., September 2013
- Garbe-Emden, Joachim: Blanket concerns are not enough; judgment review series Recht FGK e.V., July 2013
- Garbe-Emden, Joachim: Caution with recommendations to remedy defects. Judgment discussion in series Recht FGK e.V., June 2013
- Garbe-Emden, Joachim: Termination in the event of insolvency of the contractor. Judgment review in series Recht FGK e.V., May 2013
- Garbe-Emden, Joachim: Personal liability for construction money not only for buildings. Judgment in the series Recht FGK e.V., April 2013
- Garbe-Emden, Joachim: Need for adjustment of statutes of municipal companies in Brandenburg, in LKV, Landes- und Kommunalverwaltung, Verwaltungsrechts-Zeitschrift, 3/2013, 97
- Garbe-Emden, Joachim: In the best hands - choosing the right property manager, in Immobilien- beilage der Berliner Zeitung from March 2, 2013
- Garbe-Emden, Joachim: Obligation to give notice of defects in the case of plant delivery. Judgment review in series Recht FGK e.V., February 2013
- Garbe-Emden, Joachim: Ausgewählter Alterssitz - Seniorenheimverträge, in Immobilienbeilage der Berliner Zeitung from February 16, 2013

- Garbe-Emden, Joachim: Direct payment to subcontractors contestable. Judgment review in the series Recht FGK e.V., December 2012
- Garbe-Emden, Joachim: Removal of defects after tightening of standards. Judgment review in series Recht FGK e.V., November 2012
- Garbe-Emden, Joachim: Unit price remuneration for omitted items. Judgment discussion in series Recht FGK e.V., October 2012
- Garbe-Emden, Joachim: Obligation to hand over detailed audit documents. Judgment review in series Recht FGK e.V., September 2012
- Garbe-Emden, Joachim: Disadvantages in arbitration proceedings, in: Baurecht 2012, Issue 7
- Garbe-Emden, Joachim: Payments on account - required additional services payable and due even without remuneration agreement. Judgment review in series Recht FGK e.V., August 2012
- Garbe-Emden, Joachim: Notification of defects by email does not interrupt the limitation period. Judgment discussion in the series Recht FGK e.V., June 2012
- Garbe-Emden, Joachim: Due date of remuneration with "pay when paid - clause". Judgment discussion in the series Recht FGK e.V., May 2012
- Garbe-Emden, Joachim: Big city noise - mitigation excluded, in: Das Grundeigentum No. 6/2012, 376 ff
- Garbe-Emden, Joachim: Limits of functional service description. Judgment review in series Recht FGK e.V., March 2012
- Garbe-Emden, Joachim: Wise financing, in: Berliner Zeitung, p8 of February 22, 2012
- Garbe-Emden, Joachim: Reversal of the burden of proof in the event of non-compliance with technical rules. Judgment in the series Recht FGK e.V., February 2012
- Garbe-Emden, Joachim: Deviation from the building authority approval. Judgment review in series Recht FGK e.V., January 2012
- Garbe-Emden, Joachim: Gut beraten beim Immobilienkauf, in: Berliner Zeitung, from December 17, 2011
- Garbe-Emden, Joachim: Specialists are not liable like architects. Judgment review in series Recht FGK e.V., November 2011
- Garbe-Emden, Joachim: Client bears expenses due to unjustified notices of defects. Partial review in series Recht FGK e.V., October 2011
- Garbe-Emden, Joachim: Flexible financing, in: Berliner Zeitung, September 17, 2011
- Garbe-Emden, Joachim: Discovering common ground, in: Berliner Zeitung, September 17, 2011

- Garbe-Emden, Joachim: Rent-free in old age, in: Berliner Zeitung, September 3, 2011
- Garbe-Emden, Joachim: Supplementary remuneration despite blanket rejection. Judgment discussion in series Recht FGK e.V., August 2011
- Garbe-Emden, Joachim: Enforcement of arbitral awards despite the court's failure to give notice. Judgment review in series Recht FGK e.V., July 2011
- Garbe-Emden, Joachim: Building owner and craftsman jointly and severally liable for fire damage caused by construction defects and work without adequate fire protection. Judgment review in series Recht FGK e.V., May 2011
- Garbe-Emden, Joachim: Moisture and planning defects. Judgment review in series Recht FGK e.V., April 2011
- Garbe-Emden, Joachim: The bank held liable under a directly enforceable guarantee must immediately make its own reasonable efforts to verify its obligation to provide a guarantee. Judgment review in series Recht FGK e.V., March 2011
- Garbe-Emden, Joachim: Even an invoice that is objectively not verifiable establishes the due date of the claim for remuneration for work if the client does not object to the lack of verifiability within two months. Judgment review in series Recht FGK e.V., February 2011
- Garbe-Emden, Joachim: Keep the heat in - exchange the air, in: Berliner Zeitung, vom February 16, 2011
- Garbe-Emden, Joachim: Limits of liability for damages in the absence of evidence of defects in the preliminary work. Judgment review in series Recht FGK e.V., December 2010
- Garbe-Emden, Joachim: Remuneration of additional services only if the construction target is clearly exceeded. Review of the judgment in the series Recht FGK e.V., November 2010
- Garbe-Emden, Joachim: No VAT on defect removal costs for damages without repair. Judgment review in series Recht FGK e.V., October 2010
- Garbe-Emden, Joachim: Right to rescind due to fraudulent misrepresentation expires after deadline set to remedy defects. Judgment review in series Recht FGK e.V., August 2010
- Garbe-Emden, Joachim: Building on each other - without a marriage certificate, in: Immobilien-Magazin/Berliner Zeitung from July 17, 2010
- Garbe-Emden, Joachim: Requirements for a performance requirement. Judgment review in series Recht FGK e.V., June 2010
- Garbe-Emden, Joachim: Thermal insulation and inadequate ventilation. Judgment review in series Recht FGK e.V., May 2010
- Garbe-Emden, Joachim: Reclaiming advance payments to remedy defects. Judgment in the series Recht FGK e.V., April 2010

- Garbe-Emden, Joachim: Delay in construction due to award procedure. Judgment in the series Recht FGK e.V., March 2010
- Garbe-Emden, Joachim: Right of termination in the event of non-payment of installments. Judgment in the series Recht FGK e.V., February 2010
- Garbe-Emden, Joachim: Die Beauftragung eines Maklers, in: Immobilien-Magazin/Berliner Zeitung No. 2 of January 16/17, 2010
- Garbe-Emden, Joachim: Verschenken von Immobilien, in: Immobilien-Magazin/Berliner Zeitung No. 1 from January 9/10, 2010
- Garbe-Emden, Joachim: Condominium ownership during separation and divorce, in: Immobilien-Magazin/Berliner Zeitung No. 52 of December 24/25/26/27, 2009
- Garbe-Emden, Joachim: Beauftragung von Architekten, in: Immobilien-Magazin/Berliner Zeitung No. 50 of December 12/13, 2009
- Garbe-Emden, Joachim: Duty to give notice of defects and duty to inspect on purchase. Judgment review in series Recht FGK e.V., December 2009
- Garbe-Emden, Joachim: Late purchase of residential property, in: Immobilien-Magazin/Berliner Zeitung No. 48 of November 28/29, 2009
- Garbe-Emden, Joachim: Dachgeschoßwohnungen, in: Immobilien-Magazin/Berliner Zeitung No. 45 from November 14/15, 2009
- Garbe-Emden, Joachim: Grundsteuer, in: Immobilien-Magazin/Berliner Zeitung No. 42 of October 17/18, 2009
- Garbe-Emden, Joachim: Die erste eigene Wohnung, in: Immobilien-Magazin/Berliner Zeitung No. 40 from October 2/3/4, 2009
- Garbe-Emden, Joachim: Compliance with a fixed price agreement. Judgment review in series Recht FGK e.V., October 2009
- Garbe-Emden, Joachim: Building together, in: Immobilien-Magazin/Berliner Zeitung No. 38 from September 19/20, 2009
- Garbe-Emden, Joachim: Spekulationssteuer, in: Immobilien-Magazin/Berliner Zeitung No. 36 of September 5/6, 2009
- Garbe-Emden, Joachim: Revocation of consumer loans, in: Immobilien-Magazin/Berliner Zeitung No. 34 of August 22/23, 2009
- Garbe-Emden, Joachim: Real estate financing and unemployment, in: Immobilien-Magazin/Berliner Zeitung No. 32 of August 8/9, 2009
- Garbe-Emden, Joachim: Hauskauf mit und ohne Energieausweis, in: Immobilien-Magazin/Berliner Zeitung No. 30 of July 25/26, 2009

- Garbe-Emden, Joachim: Altlasten, in: Immobilien-Magazin/Berliner Zeitung No. 29 of July 18/19, 2009
- Garbe-Emden, Joachim: Absence on vacation, in: Immobilien-Magazin/Berliner Zeitung No. 27 of July 4/5, 2009
- Garbe-Emden, Joachim: Kredit/Restschuldversicherung, in: Immobilien-Magazin/Berliner Zeitung No. 26 of June 27/28, 2009
- Garbe-Emden, Joachim: Grunderwerbssteuer, in: Immobilien-Magazin/Berliner Zeitung No. 23 of June 6/7, 2009
- Garbe-Emden, Joachim: Kredit und Wertverlust, in: Immobilien-Magazin/Berliner Zeitung No. 21 of May 23/24, 2009
- Garbe-Emden, Joachim: Joint home ownership in the event of separation and divorce, in: Immobilien-Magazin/Berliner Zeitung No. 19 of May 9/10, 2009
- Garbe-Emden, Joachim: Arrears on loan installments, in: Immobilien-Magazin/Berliner Zeitung No. 17 dated April 25/26, 2009
- Garbe-Emden, Joachim: Fahrstuhleinbau bei Wohnungseigentum und Miete, in: Immobilien-Magazin/Berliner Zeitung No. 13 of March 28/29, 2009
- Garbe-Emden, Joachim: Problems with brokers, in: Immobilien-Magazin/Berliner Zeitung No. 9 of February 28/29, 2009
- Garbe-Emden, Joachim: Extension of loan agreements, in: Immobilien-Magazin/Berliner Zeitung No. 7 of February 14/15, 2009
- Garbe-Emden, Joachim: Reservation of real estate, in: Immobilien-Magazin/Berliner Zeitung No. 5 of January 31/February 1, 2009
- Garbe-Emden, Joachim: The rights and obligations of new neighbors, in: Berliner Zeitung, January 17, 2009
- Garbe-Emden, Joachim: Inheriting a condominium, in: Berliner Zeitung of 3 January 2009
- Garbe-Emden, Joachim: The sale of the home, in: Berliner Zeitung of December 20, 2008
- Garbe-Emden, Joachim: The gifting of real estate to children, in: Berliner Zeitung of December 6, 2008
- Garbe-Emden, Joachim: Die Teilung von Wohnungseigentum, in: Berliner Zeitung of November 22, 2008
- Garbe-Emden, Joachim: Expiry of foreclosures, in: Berliner Zeitung of November 8, 2008



- Garbe-Emden, Joachim: The commissioning of architects, in: Berliner Zeitung, October 11, 2008
- Garbe-Emden, Joachim: Rescission of contracts for the purchase of real estate, in: Berliner Zeitung vom September 27, 2008
- Garbe-Emden, Joachim: Leitfaden Energiespar-Contracting - Arbeitshilfen für die Vorbereitung und Durchführung von Energiespar-Contracting, published by Deutsche Energie-Agentur GmbH (dena) on behalf of the Federal Ministry of Transport, Building and Housing (BMVBW)
- Garbe-Emden, Joachim: Interest on payment claims in VOB contracts, in: BauR 2003, 1468