

# Hausverbot

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Unter **Hausverbot** versteht man das ausdrückliche Verbot des Eindringens oder Verweilens in einer Wohnung, in Geschäftsräumen oder innerhalb des befriedeten Besitztums eines anderen, der innerhalb dieses Bereiches über das Hausrecht verfügt. Das Hausverbot kann vom Berechtigten vom Grundsatz her beliebig verfügt werden und ist nicht an begründbares Fehlverhalten oder Ähnliches gebunden. Eine Ausnahme hiervon betrifft vor allem Geschäftsräume, die für den allgemeinen Publikumsverkehr geöffnet sind. Hier ist ein willkürlicher Ausschluss einzelner Personen nicht ohne weiteres möglich, es sei denn es wird (durch einen Türsteher o. Ä.) ausdrücklich erkennbar, dass eine individuelle Zugangskontrolle stattfindet.

In öffentlichen Einrichtungen kann ein Hausverbot mit einem Verstoß gegen die Hausordnung begründet werden. Zudem kann ein öffentlich-rechtliches Hausverbot ausgesprochen werden, wenn eine Störung des widmungsgemäßen Betriebs der öffentlichen Einrichtung vorliegt.

Ob eine Handlung allerdings zu einem Hausverbot führt oder nicht, hängt vom Eigentümer ab. Insbesondere bei Handlungen, für die es keine definitiven gesetzlichen Regelungen gibt, ist es durchaus möglich, dass der eine Eigentümer ein Hausverbot erteilt, während ein anderer Eigentümer einer vergleichbaren Stätte sich am gleichen Verhalten nicht stört.

Im öffentlich-rechtlichen Bereich ist ein erteiltes *Hausverbot* ein Verwaltungsakt. Der Begriff Hausverbot ist vage und unbestimmt. Ein Verwaltungsakt muss inhaltlich (insbesondere örtlich, zeitlich und sachlich) hinreichend bestimmt sein (§ 37 <sup>[1]</sup> Abs. 1 VwVfG). Insbesondere auf umgehendes Verlangen ist ein mündlich ausgesprochener Verwaltungsakt schriftlich zu bestätigen (§ 37 Abs. 2 S. 2 VwVfG).

Ein Verstoß gegen ein Hausverbot kann den Straftatbestand des Hausfriedensbruchs (§ 123 <sup>[2]</sup> StGB) erfüllen. Ob dies der Fall ist, entscheidet auf Antrag des im Hausrecht Verletzten der gesetzliche Strafrichter im Verfahren nach der Strafprozessordnung. Ein Verstoß gegen die Tatbestände der strafrechtlichen Norm kann mit Freiheitsstrafe bis zu einem Jahr oder Geldstrafe bestraft werden (§ 123 StGB).

Hausverbote können zeitlich begrenzt oder auch zeitlich unbegrenzt sein. Welche Form angewandt wird, ist Sache des Eigentümers, sofern keine verbindlichen Regelungen festgelegt sind. In letzterem Fall erlöschen sie aber im Regelfall, wenn der Pächter oder der Besitzer des Gebäudes, in dem derjenige Hausverbot erhalten hat, gewechselt hat.

Zur Gewährleistung des widmungsgemäßen Zwecks für öffentliche Gebäude dürften in der Regel bei Verstößen gegen die Hausordnung etc. ein hinreichend bestimmter Platzverweis mit örtlicher und zeitlicher Beschränkung ausreichend sein (Verwaltungsakt).

Es ist durchaus möglich, dass ein Hausverbot in einer Einrichtung auch Hausverbote in anderen vergleichbaren Einrichtungen nach sich ziehen kann.

Eine Anwendung des Hausverbotes auf das Internet ist das Virtuelle Hausverbot.

## Siehe auch

- Platzverweis

## Referenzen

[1] [http://bundesrecht.juris.de/vwvfg/\\_\\_37.html](http://bundesrecht.juris.de/vwvfg/__37.html)

[2] [http://bundesrecht.juris.de/stgb/\\_\\_123.html](http://bundesrecht.juris.de/stgb/__123.html)

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# Quellen und Bearbeiter der Artikel

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