

MULTI-UNIT BUILDINGS OWNERSHIP GUIDE



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HOUSING 



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Layout and design by Ander Jimenez (UIPI)



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About UIPI

The International Union of Property Owners – Union Internationale de la Propriété Immobilière (UIPI ASBL) is a pan-European non-profit association comprising of 31 organisations from 28 countries. Jointly, they represent more than 5 million private property owners of some 20 to 25 million dwellings all over Europe!

Founded in 1923 in Paris, UIPI ASBL is the leading organisation for individual owners and private landlords in Europe. The property owners represented by UIPI ASBL, range from individual home owners, private landlords with a single bedroom flat or multiple-occupancy houses, to landlords with large property portfolios in the private-rented and commercial sectors. UIPI ASBL also supports dispossessed property owners in former communist countries.

About Housing+

Housing+ is a project funded by the European Union that aims to improve the academic training on housing and real estate field among professionals, stakeholders, policymakers and academics through training materials with an interdisciplinary, international and new technologies content, videos and gamification.

CREDITS

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Nevertheless, it is essential to recognise that all of this would have been unattainable were it not for the national specific expertise provided on a voluntary basis by the following national reporters who have authored the answers for each country:

BE	Marianne Palamides	<i>Lawyer, Syndicat National des Propriétaires Et Copropriétaires (SNPC-NEMS)</i>	snpc-nems.be
FI	Pauliina Haapsaari and Janne Salakka	<i>Lawyer and Public Affairs Manager, Finnish Real Estate federation</i>	kiinteistoliitto.fi
DE	Julia Wagner	<i>Head of Civil Law, Haus & Grund Deutschland</i>	hausundgrund.de
HU	Róbert Gyárfás and Ildikó Dén-Nagy	<i>President and Head of International Affairs, Társasházak és Társasházkezelők Országos Egyesülete TTOE</i>	tth.hu
IE	Margaret McCormick	<i>Information Officer, Irish Property Owners' Association (I.P.O.A.)</i>	ipoa.ie
IT	Avv. Giovanni Gagliani Caputo, Avv. Vincenzo Nasini and Antonio Nucera	<i>Head of Institutional Affairs, Vice-president and Manager of the Research Centre at Confedilizia</i>	confedilizia.it
NO	Anders Leisner	<i>Lawyer, Huseiernes Landsforbund</i>	huseierne.no
ES	Dr. María Paula Rodríguez-Liévano	<i>Postdoctoral researcher. UNESCO Housing Chair, University Rovira i Virgili</i>	housing.urv.cat
PL	Dr. Katarzyna Kamińska	<i>PhD, assistant professor, University of Silesia in Katowice</i>	ab.us.edu.pl

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ABOUT THIS GUIDE

I am German, but I own an apartment in Spain: how are the owner's contributions calculated there? What are my rights and obligations if I decide to sell? I am Italian and I want to buy an apartment in Belgium. Which professionals do I need to consult? What bodies are competent to make decisions?

Buying a home or a property is a dream for many people in Europe. This regularly leads to living in a flat or buying a property in a multi-unit building (MUB). Although future owners often think about the layout and use that they will make of their property, they do not always realise that there are common areas, obligations, restrictions, and costs other than those linked to their property, and that they will have to deal with other people, as well as in some cases, share the building with shops and offices. They also may not fully realise that they are not only buying their own home, but that they are becoming members of a community.

All of this is already very complex, but when buying in another country, not knowing the relevant legislation and customs, unit owners can sometimes find themselves lost or facing several unpleasant surprises.

It should be borne in mind that living in MUBs is not always common in North-European countries, such as in Norway (23.1), Belgium (22.3%), The Netherlands (20.8%) or Ireland (9%), while it is very common in Mediterranean and East-European ones, like in Spain (66.1%) and Latvia (65.4%). This means that northern European citizens moving (e.g. for their retirement) or buying a second residence in Mediterranean and East-European Member States may have a high chance of facing MUBs rules for the first time in their lives. Sparkes et al. (2016) already alerted to the additional difficulties and risks that this reality might entail for them, thus making it hard to fulfil a full right of free movement of people within the EU without addressing this topic.



This guide aims to provide a practical overview and be a useful tool for people who might have business or private interests in MUBs in nine European countries. This guide will also help professionals with guiding individuals with such interests. **As a pan-European association, the International Union of Property Owners (UIPI) often deals with cross-border and transnational requests and questions regarding the matter. These types of requests are likely to increase due to the rise in cross-border homeownership.** Yet, there is a lack of knowledge in this field - a lack of an overview of the main characteristics linked to the ownership or occupation of a unit in a multi-unit owned building. Such knowledge could help individuals, or those advising them, to answer simple structural or practical questions.

In its turn, the Housing+ project, co-funded by the European Union (EU) aims to improve the academic training on housing and real estate field among students, professionals, stakeholders, policymakers, and academics through training materials with an interdisciplinary, international, and new technologies content, videos and gamification. In this vein, this guide will help those professionals to improve their knowledge and skills on the complex topic of advising and working with MUB issues.

That is precisely why we decided to produce this guide to provide an overview of the rules in place and possibly answer questions, provide key and basic information to potential and current property owners and those representing them, and to assist them before they decide to buy, once they are owners and when they decide to sell. The guide is

included as training material within the European Housing Studies Course, produced by the Housing+ consortium, which is available in this link: www.housingstudies.eu.

This guide focuses on: **Belgium, Finland, Germany, Hungary, Ireland, Italy, Norway, Poland and Spain** [1]. In the future, we hope to be able to expand this list of countries as well as to improve knowledge-sharing between consumers and professionals.

So, whether you're a professional in the real estate sector, a student within the European Housing Studies Course or just an individual who wants to better understand their rights and obligations, this guide is the informative tool for you!



[1] The region of Catalonia has different rules in some aspects; as such, this guide covers the rules for the rest of Spain.

WHY WAS THIS GUIDE CREATED?

The idea of this guide was born within the framework of the Housing+ project, an EU Erasmus+ co-funded project, which aims to skill up housing and real estate actors and bridge the gap in housing studies. The International Union of Property Owners represents private property owners in Europe, which include private individuals, co-owners and small landlords.

A need for increasing cross-country knowledge on the MUB ownership models was identified to foster European mobility and improve individual and professional knowledge on the matter, as much as serve as training material for current or prospective housing professionals through the European Housing Studies course. Together with the help of national member associations, academic partners in the Housing+ project and relevant stakeholders, the idea of the guide was developed.

“MUB OWNERSHIP MODELS”

One of the main initial difficulties was to find a common expression to define what we are analysing in this guide: meaning how MUBs are organised and function. When thinking of the organisational and ownership models, some would refer to “condominiums”, others to “co-ownership” (as in French-speaking countries for instance).

However, these terms are problematic and might generate confusion, as their definitions vary from one country to another. For instance, in French co-ownership refers to situations in which owners individually own one or several units in a building while collectively owning the shared areas with other owners, while in English-speaking countries and for those with systems based in Roman Law, when using the same term, one would assume owners are collectively owning everything.

To make sure the terms used would be applicable for all countries being put under the microscope in this guide, and to be aligned with the intention of focusing on the aspects concerning ownership, we decided to call these systems “Multi-unit building (MUB) ownership models”, meaning those buildings which are divided into several apartment unit and in which ownership is also divided. Usually, the ownership is shared regarding the common parts of the building and exclusive when it comes to each unit.

However, some systems structure the scheme at hand more or less differently, like by following the so called “Nordic model”, according to which residents are shareholders of the company owning the entire buildings, thus they have a right to use units and common spaces in an exclusive or in a shared way, respectively, but not a full right to ownership.

DISCLAIMER

This guide is the result of input provided by practitioners and academics in the targeted nine countries. It has been reviewed by national contributors and practitioners, and the academic team involved in the Housing+ project.

Nonetheless, it does not constitute a piece of scientific research but rather an informative tool to improve future owners and partitioners knowledge on these very specific and technical matters that constitute the structure, governance and functioning of the main schemes that govern multiple ownership in MUB(s) in nine countries in Europe.

While particular attention has been paid to the accuracy and reliability of the collected content, the differences between the quality and level of details of the gathered information for each country means that it is not always possible to draw clear comparisons. In addition, it must be noted that since the legal systems of the countries analysed are very different and specific, this guide has to simplify some legal technicalities and thus it cannot be a rigorous description of the national legislation on the matter. Further work would be required beyond the framework of this project to extend and enrich the current content and its analysis.



A modern, multi-story residential building with a mix of grey and white panels. It features several balconies with glass railings and large windows. The building is set against a clear sky, and a paved walkway with a hedge is visible in the foreground.

CHAPTER 1

**STRUCTURAL
MODELS OF
OWNERSHIP
IN MULTI-UNIT
BUILDINGS**

Multi-unit buildings (MUBs) are owned, shared, used, and structured in different ways across Europe. They also have their own set of rules and laws. Even within the same country, several ownership structures might co-exist. Different laws might also sometimes apply in different regions within one country. It is safe to say that no singular structure to own and regulate the ownership and life in a MUB in Europe exists. Because of this, it can be quite confusing for individuals looking to buy a place to live, especially in a foreign country, and for professionals who inform them. MUB's legal framework is usually more complex and constrained than rules for single-family homes, because MUB rules are derived from consideration of "living in common". But why is it important to explore these different rules? Well, understanding how things are structured and work in different countries helps professionals navigate unfamiliar laws and regulations. It also helps individuals who want to make a smart purchase by knowing the basics and avoiding the usual traps.

WHAT ARE THE COUNTRIES UNDER ANALYSIS AND HOW THEY CAN BE CLASSIFIED?

This guide provides information for nine countries in Europe: **Belgium, Finland, Germany, Hungary, Ireland, Italy, Norway, Poland, and Spain.**

These countries have been chosen to cover the main models of organisation of MUBs. The way they are organised and structured creates patterns that can be regrouped roughly in three main models: Central-Western European, Nordic Cooperative, and Irish.

COUNTRIES UNDER THE MICROSCOPE AND THEIR MODELS OF MUBS

Map 1: Models of MUBs in Europe

- Central-Western European model
- Nordic Company model
- Irish model



	Central-Western European Model	Nordic Company Model	Irish Model
Country	Belgium, Germany, Hungary, Italy, Poland, Spain	Finland, Norway	Ireland
Main Characteristics	Owners have full property right to their unit, and they co-own/share quotas of common parts of the building.	Owners are shareholders of a company, which owns the property in its entirety (common and private parts). They do not have a full property right over a particular unit, but they have the right to use their unit exclusively and common areas jointly with others [2].	Owners are shareholders of a company, which owns the property in its entirety (common and private parts). They do not have a full property right over a particular unit, but they have the right to use their unit exclusively and common areas jointly with others.

Table 1: Main characteristics of multi-unit buildings

WHAT ARE THE MAIN MUB MODELS IN THE COVERED COUNTRIES?

The MUB model is a manner of organising and managing a building or group of buildings, where ownership and usage of the building is divided. The way the ownership in the building(s) is divided/apportioned as well as the way divisions are structured and practically implemented differs from country to country and model to model.

IN THIS GUIDE, WE LOOK AT MUB MODELS:

Which are not a housing estate...

which results from a division of land prior to the construction of houses. Each owner has exclusive right of ownership of their plot.

Ownership and/or management of common areas and equipment is usually transferred to an association or the local authority.

Which are not a rental property...

where the house is divided in individual units/apartments, but everything is owned by a single landlord that usually rents out all the residential units or lives in parts of them themselves, like the “Mietshaus” in Germany. Those living under this scheme are mere tenants of a single owner of the whole building (including the apartments).

Which are not governed by joint ownership...

which is a legal mechanism allowing several persons (the co-divisors or co-owners) to own the same property at the same time.

[2] In Norway, however, this applies only to one type of MUBs: the cooperative which are companies. The other type, the Eierseksjonssameier are not companies.

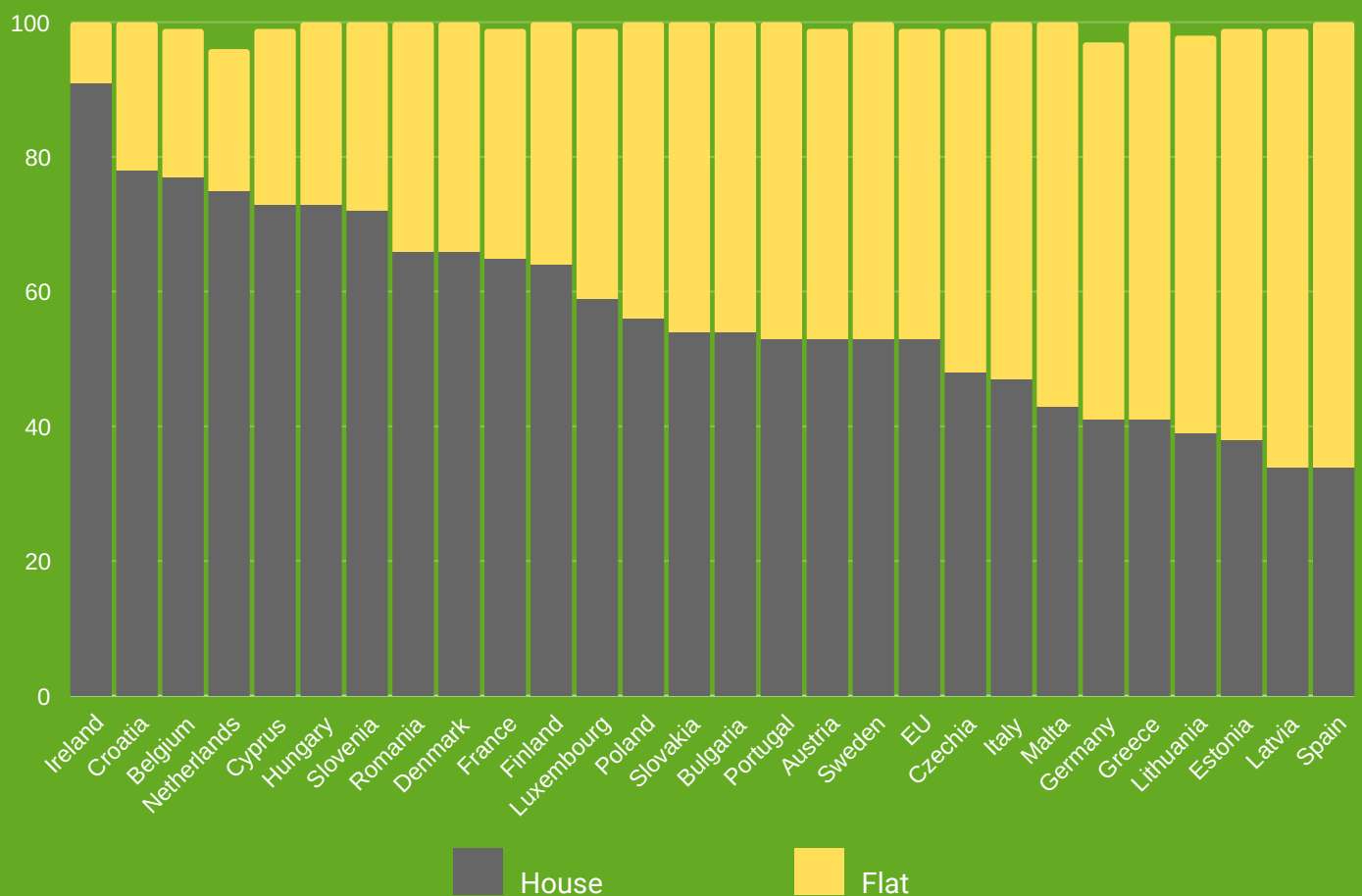
The respective shares of each are not materially individualised and take the form of a share. Co-owners usually have to agree upon everything that has to do with the use, enjoyment and disposal of the MUB. It is a legal mechanism that allows several people (the sharers) to own the same property in certain shares.

The shares are usually expressed as a percentage and do not manifest themselves in a particular dwelling. Everything belongs to everyone, just in different proportions. Examples of these are the German “Erbengemeinschaften”, “copropiedad” in Spain or “indivision” in French legislation.

DID YOU KNOW HOW EUROPEANS LIVE?

The number of people living in flats varies greatly within the European Union from only 9% of the population in Ireland to 66% in Spain. On average in the EU it is almost half of the population.

Graph 1: Distribution of population by dwelling type, EU Member States, 2020 (%)



Source: Eurostat, Distribution by population by degree of urbanisation, dwelling type and income group - EU-SILC survey [ilc_lvho01]

BELGIUM

Belgian **co-propriété forcée** (forced co-ownership) is the most common MUB scheme. In this model, a building or group of buildings is divided into different lots, each one belonging to different people. These co-ownerships are subject to Belgian law on condominiums.

FINLAND

In Finland, **Asunto-osakeyhtiö** (meaning “limited liability housing company”) is the most common MUB model. The limited liability company’s purpose, provided in its bylaws, is to own and control at least one building or part thereof in which at least half of the combined floor area of the apartment or apartments is reserved in the bylaws for use as residential apartments possessed by the shareholders.

On its own or combined with other shares, **each share of the limited liability housing company provides the right of possession of the apartment or other parts of the building** or real estate as provided in the bylaws, within the building or real estate owned by the housing company.

GERMANY

Wohnungseigentümergeinschaft

meaning that the owners are the sole owners of their own residential or commercial unit and co-owners of the common property (including the land).

HUNGARY

Hungary has two types of MUB models:

1. Társasház (condominium), the proper

condominium form, the co-owner has the full ownership of its unit and a share of the common area.

1.a Társasház with six or less units: Smaller in size and less complex in terms of legal requirements (no obligation to elect a common condominium representative).

1.b Társasház with more than six apartments operate under the Condominium Act, which regulates the way of joint representation, the establishment and safe maintenance of condominium property.

2. Lakásszövetkezet (housing cooperatives): that have legal personality and different method of settlement compared to other condominiums. The housing cooperative is a legal entity, it is established by statute, it is registered by the court, its representative is the president, and the owners are admitted to the housing cooperative based on an application. The president keeps a record of the members and each member has one vote at the general meeting.

This guide, unless specified, focuses specifically on multi-unit schemes with more than six units (1.b).

IRELAND

In Ireland, all new MUB developments with multi-ownership where amenities, facilities and services are shared are automatically covered by the provisions of the Multi-Unit Development Act 2011 (MUD Act). **Owners Management Companies** (OMCs) must be established by the developer and all common parts and shared facilities must be transferred into the ownership of the

OMC, such as entrance halls, stairways, gardens and car parks. The property owners of the different units are automatically shareholder members of the OMC which is a limited liability company. There are special rules for small OMCs – where there are only 2-5 units involved.

These arrangements apply to housing estates with individual owners only where there are common areas, such as roads, parks etc, which have not been adopted by the local authority.

The OMC system only covers the common parts of the building while the individual ownership of house remains with the individual owner. However, this does not amount to joint ownership of the common parts which are instead owned by the OMC. The arrangement can only be applied between individual owners (who may of course privately rent the unit) but tenants cannot use and have no input into this arrangement.

ITALY

Condominium, where unit owners are the sole owners of their own units and co-owners of the communal parts (including the land). There are three forms of condominium:

1. Condominio verticale (vertical condominium) is the most common type. It is typically used for classic multi-story buildings.

2. Condominio orizzontale (horizontal condominium) regrouping single or multi-family houses. It can be a block of terraced houses sharing some parts (courtyard) and having services in common.

3. Supercondominio is a condominium consisting of several condominiums, which can be in turn either vertical or horizontal. This typically consists of the very large blocks of buildings in the South of Italy where some vertical condominiums share an internal courtyard, a gate and walls, which creates parts and spaces which are common between the different condominiums too.

NORWAY

In Norway, there are two main types of MUB models (Nordic model):

1. Eierseksjonssameie [3]: a type of ownership interest in a built-up or planned built-up real estate, where the ownership is shared in a sectioned property. The owner has the exclusive right to use a certain part of the property, namely the unit, while the entire property remains jointly owned with other owners.

2. Housing cooperatives that are companies owned by those who live in it: its purpose is to give the co-owners right of use (right of occupancy) to their own residence in the association's property. Everyone who lives in the housing cooperative is a member of the housing cooperative, and they have the right and obligation to use the home to which their share is linked. In this indirect way, the residents own their own home and manage the property together with all the neighbours.

[3] The word Eierseksjonssameier is usually translated as “commonhold” in English. However, in the English legal technical vocabulary, commonhold refers to a completely different type of ownership model. To avoid ambiguities, we therefore decided to maintain the Norwegian wording, given that this guide addresses an international audience, hence the term commonhold might be misleading.

POLAND

In Poland, there are two types of MUB models:

1. Unit ownership “własność lokali” is the most common MUB model in Poland. It gives the owner full ownership rights of their units; in addition, the common parts are owned in fractional shares by the owners of the units. Each unit has its own land and mortgage register.

2. The proprietary cooperative right to a unit (spółdzielcze własnościowe prawo do lokalu) is a limited real right allowing enjoyment of the unit in accordance with its type (most often residential), but also allowing to transfer the right, devise it to heirs, encumber by a mortgage. The holder of the right is also free to allow third parties to use the unit through lease or loan for use contracts. The owner of the land and

building is, however, the cooperative, which is a legal person. The unit itself is also owned by the cooperative, and the inhabitant holds a limited real right, namely the proprietary cooperative right to a unit, that allows him/her to use the unit.

SPAIN

In Spain, there is a paramount scheme used for organising MUBs: the **propiedad horizontal** (condominium). In buildings (but also detached or semi-detached houses sharing common facilities, docks, stalls in markets, graveyards, condominiums of condominiums, etc.) organized following this popular scheme, units are privately owned and shared areas commonly owned.

A number of other less common forms of ownership exist, such as associations or cooperatives.

CAN A MUB MODEL BE APPLIED FOR A PURPOSE OTHER THAN HOUSING?

MUBs do not need to be constructed for residential, industrial, commercial, or professional purposes exclusively. They can include mixed, multiple uses. A building or a block of buildings can be a MUB ownership model as referred to in this guide while including units for purposes other than housing. The ground floor of a building can, for example, be used as a commercial premise (e.g. grocery shop, hairdressers, or a bar), the next two floors may be assigned to accommodate offices and the upper floors may consist of residential apartments. In more complex MUBs supermarkets



Can the MUBs be used for other purposes than housing?

Belgium	Yes
Finland	Yes
Germany	Yes
Hungary	Yes
Ireland	Yes
Italy	Yes
Norway	Yes (Eierseksjonssameier) NO (cooperatives)
Poland	Yes
Spain	Yes

swimming-pools, parks, kindergartens or sports centres might be found in scattered units within the same building as common facilities for the owners. Most countries allow for MUBs to be used for various purposes (residential, commercial, mixed-use), if it is not prohibited in the constitutive title or bylaws.

There are few exceptions: in Belgium destinations and uses are also predefined by spatial planning regulations and are therefore subject to prohibitions; in Hungary, MUB models are intended only for housing purposes. Norwegian Eierseksjonssameier can have both housing and commercial units, while housing cooperatives are limited to housing units. Polish MUB models, in practice, apply to residential buildings and mixed residential and retail-use buildings and is not used for office or commercial buildings.

Table 2: Purposes of MUBs

CAN A MUB OWNERSHIP MODEL BE COMPOSED BY SEVERAL SUB-MUBS?

MUB models can be the scheme used to bring together and manage “real estate complexes” composed of two or more buildings or plots of land independent of each other, forming a higher organic or functional unit. In Italy, it would be classified as “super condominium”. In Belgium and in Germany, these buildings could be managed independently (partial associations), but there would still be a common body to manage these. Even in Finland, where it is not usual when it comes to housing companies, it is still a possibility to have a MUB with several sub-units.

Can the MUBs be composed of several sub-MUBs?

Belgium	Yes
Finland	Yes
Germany	Yes
Hungary	Yes
Ireland	Yes
Italy	Yes
Norway	Yes (Eierseksjonssameier) NO (cooperatives)
Poland	Yes
Spain	Yes

Table 3: Composition of MUBs

HOW IS A MULTI-UNIT BUILDING OWNERSHIP MODEL CREATED?

MUBs are common in Europe. Some are owned by one single owner and are rented out to residential or non-residential tenants, so they do not, *per se*, fall in a structure owned by multiple owners; such type of buildings, as said, are not included in this guide.

But when there are several owners involved, they fall under a specific structure. How are the structure and the body coordinating and representing them created?

In all the countries included in this guide, and no matter the structure in place, two important stages lead to the creation of a MUBmodel:

THE BIRTH...

of a MUB model occurs when there are multiple owners of independent spaces (dwellings or business premises) within the same building or development, along with common elements. Usually, developers, either private individuals or companies, take the initiative to build the property(ies) and sell the individual units. Alternatively, existing properties are divided into separate lots or units that are sold to or own by different buyers and entities. This division allows for the individual ownership and use of specific portions within the MUB(s). Units are generally sold gradually as new buyers appear, and the initial property owner remains the owner of unsold units until they find buyers and separate them.

THE CONSTITUTION...

of the MUB model is always constituted by legal documentation and formal processes. Whether through notarial deeds, constitutive titles, founding documents, or memorandum of association, proper legal procedures are followed to create the MUBmodel.

In most countries, this would occur with constitutive title, usually a notarial public deed and an entry into the land register that will mark the point when the unit becomes a separate immovable. The entry may be constitutive in nature.

CAN A MUB OWNERSHIP MODEL BE DISMANTLED OR CEASE TO EXIST?

In most countries, the unilateral sale of individual units without requiring consent from other owners is allowed under certain conditions and possible statutory restrictions.

WHAT IS THE LEGAL NATURE OF THE MULTI-UNIT OWNERSHIP STRUCTURE AND RELATED IMPLICATIONS?

Are they like a legal person? Can they go to court? Can they make contracts and borrow money? What about owning assets and being responsible for damages? MUB models do not always have legal personality and might have different rights and obligations. Whether they have legal personality might allow them to exist as separate legal entities and determine if they can sue or be sued in court. Additionally, the questions address their ability to enter into contracts, take loans, and have their own assets, which are important factors in managing and maintaining the properties. Lastly, be aware of their liability for damages and clarifying their responsibility in case of harm or losses to third parties or their own owners can appear to be relevant.

But **selling a unit does not mean that it is unilaterally separated from MUB or that the structure is terminated**. It just means that there is a change of owner of that unit.

Unilateral separation and termination of the MUB model is generally prohibited. Specific procedures and requirements for MUB termination will vary depending on the country's laws and regulations.

COUNTRIES WHERE THE MUB MODELS DO NOT HAVE LEGAL PERSONALITY

Italy and Spain do not grant full legal personality to MUBs, which may limit their capacity to sign contracts or be sued directly.

In **Italy**, consequently, the condominium, are not considered separate legal entities from the individual condominium owners. This means that any legal actions, contractual dealings, or liabilities related to the MUB are typically carried out by the condominium administrator on behalf of the individual owners. The lack of legal personality may impose some limitations on the building's ability to enter into contracts, take loans, or be sued directly, as it relies on the administrator to represent its interests in legal matters.

Similarly, in **Spain**, the MUB model also lacks independent legal personality. Instead, they are considered a collective entity, and legal actions are generally channelled through the President of the community. The President acts as the representative of the community of owners and can engage in legal proceedings on behalf of the community. However, this organic representation by the President doesn't grant the community full legal personality, and any actions taken on its

How are multi-unit buildings dissolved?

BE	Dismantling the MUB model requires unanimous agreement of all the co-owners, and the termination is evidenced by an authenticated deed, which requires the intervention of a notary. The method of liquidation is defined by the GB. The association of co-owners is dissolved as soon as the state of indivision ceases (e.g. when all private ownership rights of all units are gathered in the hands of only one owner). In addition, the dissolution could also be ordered by a judge at the request of any interested party who can show "just cause", which the judge would have to assess and give reasons for his decision.
FI	The housing company can be dissolved according to legal provisions on liquidation, or it may also be transformed through a merger, demerger, or change into a limited liability company or a cooperative.
DE	The homeowners' association is generally designed to last. The possibility of dismantling is limited, and a deviating agreement is only permissible in exceptional cases, such as when the building is completely or partially destroyed with no obligation to rebuild.
HU	Dismantling a MUB model can be achieved by changing the founding document, but this is not a common option.
IE	Dismantling the MUD arrangement can only take place with the agreement of all owners and cannot occur through default or neglect. Even where the company has been struck off the register for lack of returns a court can order the company to be restored on the application of an owner.
IT	Dismantling or termination of the MUB model is generally forbidden in Italy. It can only become separate condominiums (e.g. in the case of super condominiums) or cease to exist if it perishes completely or in any case to an extent greater than 3/4 of its value.
NO	A cooperative can be dismantled by a 2/3 majority vote on two consecutive general assemblies, and it must transform into an Eierseksjonssameie. An Eierseksjonssameie can be de facto terminated if the Eierseksjonssameie changes into a cooperative. Thus, the only way to terminate an Eierseksjonssameie is to organise it into a cooperative. This implies that the owners sell their property rights to the cooperative and in exchange they acquire shares of cooperative which guarantee the right to use one unit. However, such transactions are very seldom made.
PO	There are no explicit procedural rules concerning dismantling of the MUB model. It may be possible through a mutual agreement between all owners. It can also be de facto terminated if all units are sold, and the building becomes single-owned by one person or entity, who then decides to terminate separate ownership of units through a unilateral act in law.
ES	There is a legal prohibition of the division of the structure (of the entire property) and of the common elements as long as the community is not extinguished for any of the possible causes. This can happen, for example, when the building is completely destroyed and reconstruction exceeds a certain threshold, or when all private ownership rights of all units are gathered in the hands of only one owner.

Table 3: Composition of MUBs

Multi-unit ownership structures...

	have legal personality	can sue or be sued	can conclude contracts and take loans (e. g. to undertake repairs)	have the right / faculty to have their own patrimony	are liable for damages
BE	YES [4]	YES	YES	YES [5]	YES
FI	YES	YES	YES	YES [6]	YES
DE	YES	YES	YES	YES	YES
HU	NO [7]	YES	YES	NO	YES
IE	YES	YES	YES	NO	YES
IT	YES	YES	YES	NO	NO [8]
NO	YES (cooperatives)	YES	YES	NO	YES
	NO (Eierseks jonssameier)				
PO	YES (cooperatives)	YES	YES	YES (cooperatives)	YES (for communities of owners: if the community does not have money necessary to cover debts, the unit owners are liable propor- tionally to their shares in common parts)
	NO (community of owners in ownership of units schemes; however such communities have the status of a defective legal person)			NO (communities of owners)	
ES	NO	YES	YES	NO	YES

Table 5: Legal nature of MUBs

[4] But only if the bylaws are transcribed in the registers of the General Administration of The Property Documentation (Administration générale de la Documentation patrimoniale). Otherwise, it is considered to be a group of co-owners who must act together. Its creditors and third parts may, however, take legal action against the co-ownership.

[5] The bank accounts in which the funds are placed are indeed in the name of the legal entity - the co-ownership. However, the funds are used for the benefit of each co-owner's lot.

[6] At least when it comes to owning properties and having working staff.

[7] Except for housing cooperatives

[8] For damages occurring in the MUB and caused by the common property, the group of owners and, in particular, each owner is liable in proportion to their share

behalf need to be authorized through valid agreements adopted within the scope of the community's powers. The owners are liable for the debts of the MUB, while MUBs cannot take loans by themselves.

Interestingly, in **Poland**, MUBs are not full legal persons, but have a status of a defective legal person^[1]. This status allows them to acquire certain legal capacities and be liable for debts. The residential community can enter into contracts and take loans in matters related to the management of common property. However, individual unit owners may also be liable for the community's obligations up to the value of their shares in the common property, creating a subsidiary liability structure.

In **Hungary**, the legal personality of MUBs is not automatically granted. While they can have legal personality based on specific legal regulations, this rule does not apply to housing cooperatives. A MUB has capacity to sue or be sued, enter into contracts, have its own patrimony, and be held liable for damages in accordance with the regulations. Even when apartment buildings do not have a legal personality, they are legal entities in a legal relationship, the creation and maintenance of which is necessary for the operation of the apartment building (such as utility contract, bank account contract etc.). Finally, Norwegian Eierseksjonssameier are not companies but groups of persons, and they do not have full legal personality. However, the Board of the Eierseksjonssameie is given a right to represent the entity in matters of common concern, making them liable for damages related to the common areas.

^[1] As defined by Article 33 of the Polish Civil Code

Finally, **Norwegian** Eierseksjonssameier are not companies but groups of persons, and they do not have full legal personality. However, the Board of the Eierseksjonssameie is given a right to represent the entity in matters of common concern, making them liable for damages related to the common areas.

COUNTRIES WHERE THE MUB MODELS HAVE LEGAL PERSONALITY

This is of course the case of countries where the MUB models take the form of a company, like in **Ireland, Finland** and the **Norwegian** cooperative model.

A limited liability housing company in **Finland** is a separate legal person distinct from its shareholders. This full legal personality grants the housing company the capacity to own assets, enter into contracts, take loans, and be sued directly in legal proceedings. The shareholders typically have limited liability, protecting them from personal liability beyond their investment in the company's shares.

In **Norway**, cooperatives are also considered companies and, as such, have their own full legal personality. This status allows them to own assets, conduct business, enter into contracts, and be sued in their own name.

The Owner Management Company in **Ireland** is also a legal entity established to manage multi-unit developments. This legal personality grants the company the ability to own assets, conclude contracts, and be liable for damages. The company is composed of the individual property owners who collectively hold responsibility for managing the development and its

common areas. This setup allows for better organisation, decision-making, and accountability within the development.

But **legal personality is also granted in Germany and Belgium**. In **Germany**, the homeowner's association has full legal personality. It represents the collective interests of the individual owners and is recognised as a separate legal entity. It has the capacity to sue or be sued, enter into contracts, own property, and be liable for damages related to the multi-apartment building.

In **Belgium**, the MUB model can obtain limited legal personality under specific conditions. To achieve this, the building's statutes need to be transcribed in a register (General Administration for the Property Documentation), and the basic deed must contain essential descriptions of the building, units, and shares of each owner. The structure has some degree of autonomy as a legal entity, enabling it to own assets, conclude contracts, and take loans related to the conservation, management or maintenance of the building. However, its legal standing is primarily tied to fulfilling obligations towards neighbours, contractors, public authorities and the co-owners themselves.



A black and white photograph showing a person from the back, holding a set of keys. The person is looking towards a building with a prominent, repetitive architectural pattern of horizontal lines. The background is slightly blurred, emphasizing the person and the keys.

CHAPTER 2

BEFORE BUYING A UNIT IN A MULTI-UNIT BUILDING

Joining a MUB model is like joining a company - but a company where you don't know your partners.

As an owner/shareholder, you will participate in most of the decisions, but you won't have control over all of the decisions, costs and changes. It is therefore important to be fully informed about the implications, be conscious of the rights and obligations you might have and the costs that might occur. The first step is therefore to know what you are entering in, what will belong to you and what will be part of the community, and to make sure that you ask the right questions.

HOW TO KNOW IF I AM BUYING A UNIT IN A BUILDING ORGANISED AS A MUB?

Each country has its own procedures and regulations, but they share a common focus on providing information and ensuring transparency for buyers and owners of MUBs. Here are some of the basic rules to provide information to identify when one is buying in a MUB model.

How to know if I am buying a unit in a building with a MUB model?

	Rule(s)	Specifications
BE	Check the Crossroads Bank for Enterprises' website, consult with the seller or notary, or read the MUB model bylaws to identify the MUB. One should also check whether the by-laws of that given MUB are transcribed in the registers of the General Administration for the Property Documentation (Administration générale de la Documentation patrimoniale), which is the pre-condition to for a MUB in Belgium to obtain legal personality.	Although co-ownerships do not have legal personality, they are organised and comply with the operating rules set out in the law on co-ownership.
FI	A limited liability housing company exists and are very common. Specific documents need to be reviewed by the buyer when buying a unit.	Documents include bylaws, property manager's certificate, long-term plan of the housing company, apartment brochure and floor plan, latest financial statement of the housing company, and energy certificate of the building.
DE	When you buy individual apartments in apartment buildings, they are always condominium associations. In the case of terraced houses, for example, you can find this out from the land register.	

	Rule(s)	Specifications
HU	Check the registration in Property Registry or Cadastral information to determine if a property is part of a MUB model.	
IE	Information about apartments is typically provided by the seller or estate agents. Each OMC has a set of House Rules.	
IT	<p>An Italian condominium (MUB) is formed when different owners own at least two real estate units.</p> <p>It is a situation that takes place de facto, i.e. without the need for a declaration by the GB, a formality, or a regulation. It is a natural and automatic phenomenon.</p>	In case law, it has been observed that there is classic co-ownership (more people owns the same good) where several persons jointly hold the right of ownership or other rights in rem over a specific property, whereas there is a MUB where several persons' joint ownership of certain parts of the building coexists with the exclusive ownership of the various building units[1], therefore, an ownership of at least two unit by different people is needed to have an Italian MUB (condominio).
NO	Legal obligations for sellers and real estate brokers to provide information.	
PO	Property type depending on the purchase source - i.e. buying on the primary market, directly from the developer, denotes the ownership of units model. In addition, on the secondary market, information that the property is within a MUB model follows from the property register.	Buying from a developer means it is a standard MUB model. Buying from a cooperative means it is managed by the cooperative. On the secondary market, the name of the purchased right (ownership or cooperative right) informs about what type of scheme the apartment is in.
ES	Check the registration of the MUB in the Land Registry for information about a property's legal status. Alternatively, a copy of the constitutive title can be requested. Cadastral information may be got from the General Directorate of Cadastre.	

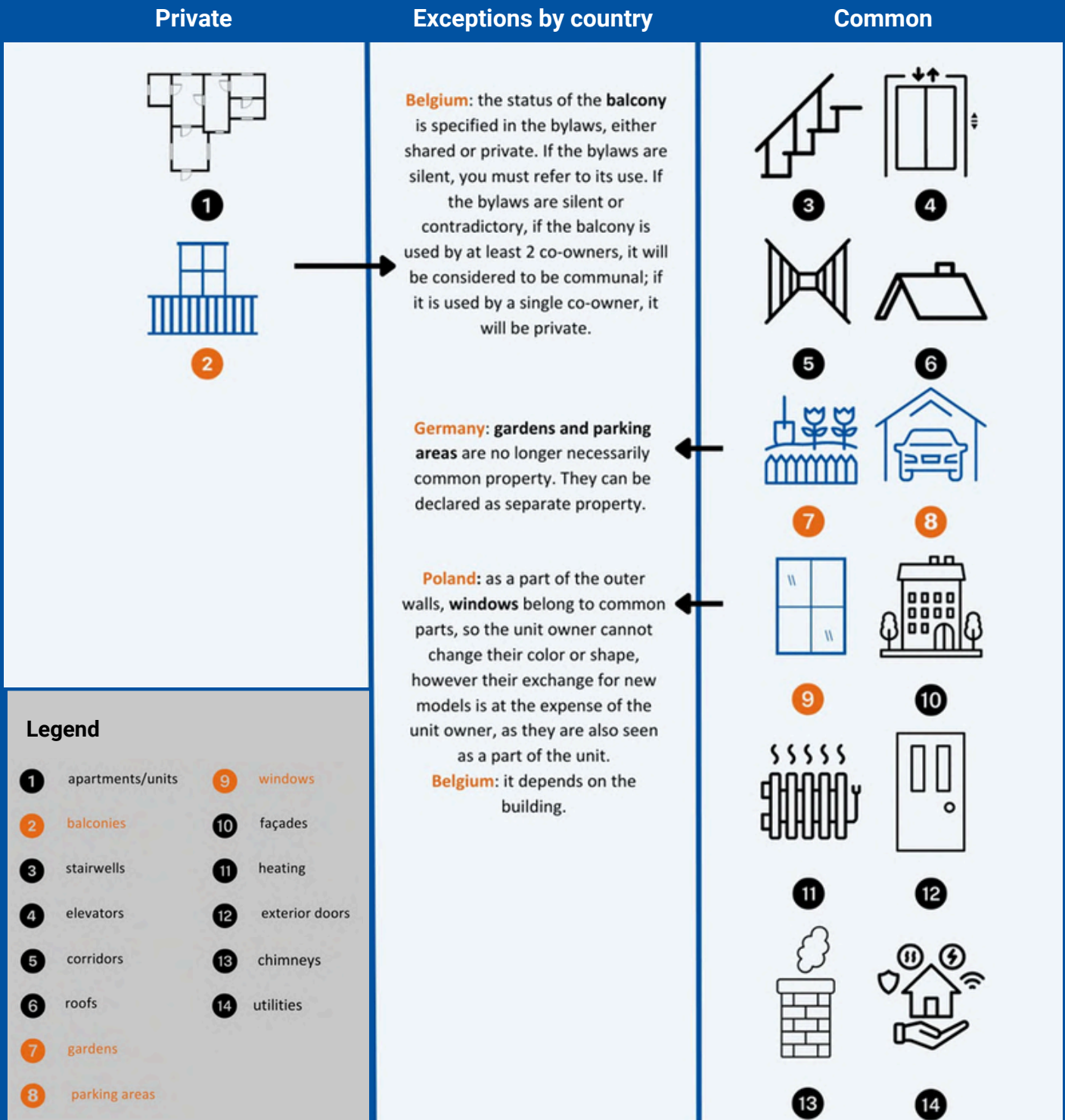
Table 6: How to know if I am buying a unit in an MUB

[1] Cass. sent. n. 2233 del 21.6.1969

WHICH AREAS ARE COMMON AND WHICH ARE PRIVATE?

In some countries (**Belgium, Germany, Poland, and Spain**) the use of some parts that, in principle, are considered common

parts, may be awarded exclusively to one owner (e.g. a garden to which only one owner can physically access). In addition, there might be some tricks and details in parts of the façade or in relation to pipes, wires, etc. that deliver utilities. Thus, in Spain and in Poland, while the floor of a balcony is considered to be private, its exterior part,



Graphic 1: Common and private parts of MUBs

including the bottom part of the balcony, are considered as façade, thus a common part. The same rule regarding the exterior part of a balcony (considered as a façade) applies to **Germany**, with the addition of the lower flooring too. In **Belgium**, a balcony can be either private or common, depending on the provisions in the bylaws. However, if the bylaws say nothing on its provisions or are contradictory, one has to refer to the use of such balcony. Also, if a balcony is used by two or more co-owners, it is considered to be common.

WHICH PROFESSIONALS COULD PROVIDE INFORMATION AND ARRANGE THE SALE?

In general, we advise any prospective or current buyer to **contact the local property owner association** (see contacts section of the guide for the association list by country). These associations will be able to indicate who to refer to locally to best obtain information about the sale and assist you during the sale process. **Most property owner associations offer legal advice/support to their members.**

Countries under the microscope all have **legal professionals such as lawyers, notaries and solicitors** who can assist buyers with the legal aspects of the sale process. In general, lawyers should be contacted when dealing with more complex cases.

Other public and registry bodies, such as Land Registrars in **Spain**, can also be reference points where to go to when buying an unit, as well as some **other**

professionals, such as architects and engineers, in some countries (e.g. **Hungary**).

Please note that while there are similarities in the roles of professionals across countries, specific regulations and practices may vary.

GOOD TO KNOW: IF I AM A FOREIGNER, ARE THERE ANY SPECIFIC RULES TO COMPLY WITH BEFORE BUYING?

According to the information gathered for preparing this guide, the fact that a buyer is a foreigner does not bring additional issues or obligations, especially if the sale involves a citizen of the European Union who is buying in another EU country. In practice though, cross-national real estate transactions like buying or renting entail hidden extra difficulties that were extensively explained at Sparkes (2016).

In addition, note that:

- **Spain:** Non-resident foreigners need to obtain a Foreigner Identification Number (NIE) issued by Spanish authorities.
- **Poland:** Non-European foreign citizens need to apply for a permit from the Minister of the Interior and Administration (unless they are buying the cooperative right).
- **Norway:** Compulsory residence and management requirements may apply to certain types of properties in specific areas, but it is free for foreigners to buy houses or properties.

WHICH FUTURE RIGHTS AND OBLIGATIONS DO PROSPECTIVE OWNERS NEED TO ACCOUNT FOR?

Before buying a unit in a MUB, it is essential to know what rights and obligations it entails. All prospective owners are highly advised to carefully study these.

To do so, the section regarding professionals to seek for information in this chapter, as well as the sections regarding rights, obligations and bylaws in the next, can be of help.

GOOD TO KNOW: QUESTIONS TO ASK BEFORE BUYING A FLAT

When looking for a flat, there's a whole series of questions to ask. Some of them are the same whether or not it is a MUB property scheme or an individual house and no matter the country. For example, it is important to take a close look at the physical and legal condition of the property, ask for the Energy Performance Certificate of the unit and any other certificate that should legally be provided to the owner. Likewise, there are also particular questions prospective owners should ask in particular when considering buying an unit in a MUB.

The following list of questions is not exhaustive, but it is a set of questions that should help any prospective owner to access key information. It will help a potential buyer to make an informed choice when buying a unit in a multi-unit dwelling no matter the type of structure applicable in a specific country.



- What are the bylaws and regulatory limitations for the MUB model? Can I have them in print and a copy of the declaration of division for the property? Can I have access to the minutes of recent MUB's government body's meetings?
- How is the financial situation of the MUB? Are there any unpaid receipts or taxes due to the community or by the community? Are there delinquent owners?
- When was the property/building last renovated? Are there any approved plans for work on the building and common part of the property in the next few years?
- What are the rules for distributing common cost/expenses (when applicable)?
- What are the community expenses that owners are obliged to pay? Or, what is the monthly individual and common maintenance/running cost or recurrent common and unit specific expenses?
- Are there any hidden defects in the unit?
- Is there any lease, sublease, or cession contract on the property?
- Is the unit mortgaged? Does the flat have a land and mortgage register?
- What is the category and cadastral income of the unit and of the building as a whole?
- Has the building and the specific unit passed the various technical building inspection/certification legally required (e.g. do they have the energy performance certificate?) What facilities are available for residents?
- How energy-efficient is the building? What kind of energy system is used and is there an individual or a central heating system?
- What facilities are available for residents?



CHAPTER 3



**ONCE I AM AN
OWNER:
WHAT ARE MY
RIGHTS, DUTIES AND
OBLIGATIONS?**

Once taking the step of becoming an owner in a MUB, it is vital to know the rights, obligations, and duties attached to the position.

Living within a MUB requires a certain degree of harmonious cooperation among residents, which is achieved through a set of obligations. These responsibilities are designed to ensure the smooth functioning, security, and preservation of shared spaces and resources, benefiting all members.

What are the legal and financial aspects

related to multi-unit ownership living and the rights and obligations enshrined in governing documents such as bylaws or regulations?

What is the role of MUB GB in enforcing rules and resolving disputes, safeguarding the interests of all homeowners and maintaining the overall value of the property? What are the financial contributions and sanctions in the case of non-compliance?

All these questions are complex, and yet highly relevant when one owns one or several flats or premises in a MUB.

WHAT ARE THE MAIN OBLIGATIONS OF OWNERS?

In thriving MUB models, individual owners play a crucial role in maintaining the harmony and well-being of the shared living environment. Essential rules and obligations unite owners in their commitment to fostering a vibrant and cohesive community. No matter the structure, these rules generally include:

COMPLIANCE WITH RULES AND REGULATIONS

Unit owners are typically expected to adhere to any house rules, rules of procedure, or guidelines set forth by the governing body (GB). These rules may cover issues such as noise restrictions, use of common areas, and overall community conduct.

PARTICIPATE IN MUB MODEL DECISION - MAKING PROCESSES

Expected participation is meant to guarantee the good functioning of the structure.

PAYMENT OF COMMON EXPENSES

All countries require unit owners to contribute to the common expenses or maintenance costs of the shared areas within the MUB. This typically includes expenses for repairs, maintenance, and management of the common elements.

RESPECT AND CONSIDERATION FOR NEIGHBOURS

Unit owners are required to respect the rights and privacy of other residents within the building. This includes not disturbing other unit owners, following house and operation rules, and keeping good neighborly relations.

MAINTENANCE AND UPKEEP OF THE INDIVIDUAL UNITS

In all countries, unit owners are responsible for maintaining their individual units in good condition. This involves ensuring the proper state and habitability of their apartments or premises, including any necessary repairs or compliance with safety, energy efficiency, and aesthetic regulations.

WHAT ARE THE MAIN RIGHTS OF UNIT OWNERS?

As members of a MUB, owners have certain entitlements that ensure their enjoyment of a secure and fulfilling living experience. These rights deal with aspects of a full disposal and enjoyment of a given unit, decision-making influence in the day-by-day functioning of the MUB, and access to shared amenities. Understanding these rights empowers owners to actively participate in the governance and enhancement of their collective living space.

These rights include:

USAGE AND CONTROL OF PRIVATE PROPERTY

One of the core rights that owners possess is the exclusive use of their individual units; in most models even the full ownership of the unit. It is worth to remember that in countries following what we called the “Nordic company model”, owners are actually shareholders of the company owning the building, and therefore they have the right to exclusively use a given unit, but without direct real ownership rights over the units.

In any case, they also enjoy unrestricted use of their property, allowing them to shape and personalise their living spaces as they see fit. Nonetheless, instances might exist where the private meshes with communal competences (for example, alterations to the private balcony – See Practical Case 9). This regime also applies to Germany.

USE OF COMMON PROPERTY

Alongside their individual units, owners also share access to common property. The community property may be used jointly, enabling building co-owners to use shared amenities and spaces in accordance with their purpose and rules specified in by-laws (house rules). Additionally, they follow agreed upon rules for the use of common parts, ensuring equitable access and harmonious living. Moreover, they are empowered to make collective decisions on community areas.

PARTICIPATION IN DECISION-MAKING

Owners have the right to participate actively in decision-making processes within their multi-unit structure. This includes attending owners' meetings, usually a voting system based on ownership shares, and challenging decisions if necessary. They can even put forward items for consideration during the decision-making sessions.

FINANCIAL EXPLOITATION OF PRIVATE PROPERTY

Owners have normally the right to commercially exploit their private property by selling, renting, or disposing of it, also by way of inheritance. But some nuances and restrictions may apply specifically for renting or selling which will be explained later on in this chapter.



WHICH MAIN RESTRICTIONS DO BYLAWS DEFINE?

MUBs are defined by a set of rules generically called bylaws. Bylaws are a useful tool of getting a good snapshot of what owners might expect as a homeowner in a multi-unit ownership. However, to get a clear picture of the specific restrictions in a building, it is important to make sure to check the specific bylaws for each MUB.

USE OF COMMON AREAS

Owners must adhere to specific regulations concerning the use of common areas. These may include restrictions on pets' access to certain shared spaces, such as swimming pools and rooftops. Additionally, there might be limited hours of operation for communal facilities like gyms or swimming pools to ensure equitable access for all residents. The bylaws emphasise that no owner should impede others from enjoying the common elements. Moreover, in some jurisdictions temporary deprivation of shared facilities or services may be imposed on owners who are in default of their responsibilities.

ACTIVITIES AND USE OF PRIVATE PREMISES

Bylaws set clear boundaries on certain activities allowed within private premises that may negatively affect other owners. For example, residential unit owners usually face restrictions if they want to commercially exploit their unit beyond renting it out or selling it, such as using them for commercial purposes that may cause nuisance (e.g. like a pub or a bar). In some jurisdictions there might also be restrictions to short rent resi-

dential units (e.g. tourist rental). In addition, while some alterations to private premises might be acceptable, certain modifications that affect communal property or common elements, like the façade, are restricted. In general terms, owners are discouraged from engaging in annoying, antisocial, or unhealthy activities, (e.g. having several dozens of chickens as pets or feeding pigeons) (see Practical Cases 2 and 1).

SPECIFIC PROPERTY USE


Certain restrictions are in place to maintain the intended use of properties within the MUB. This often includes limiting the tourist use of dwellings and changing the use of residential units into professional offices or vice versa (See Practical Cases 4 and 7). There may also be restrictions on selling designated public housing.

NOISE AND DISTURBANCE

To foster a peaceful living environment, bylaws typically contain provisions regarding noise limitations and the ban of certain activities that may cause disturbances. House rules might be established to address issues like domestic disturbances, improper parking, and excessive noise, seeking to obtain a tranquil atmosphere for all owners (See Practical Case 2).

FREEDOM AND CONTROL

While owners enjoy certain freedoms within the MUB, the bylaws often outline limitations on decision-making power over common areas and financial matters. Additionally, while owners have freedom in many aspects, there may be restrictions related to pet ownership and short-term rentals to protect the collective interests of the community.



CAN I RENT OR SELL MY UNIT WITHOUT APPROVAL FROM THE MUBMODEL? AND CAN THE STRUCTURE DECIDE TO WHO I WILL RENT OUT OR SELL MY PROPERTY TO?

If you're thinking about selling or renting out your property, it's essential to know whether you need explicit approval from the MUBmodel. Understanding the balance between your right to sell or rent and how it might affect the community is crucial. They might have certain requirements or restrictions on the type of tenant or future owner for your unit, and it's important to consider these aspects carefully.

SELLING OR RENTING OUT A PROPERTY CAN USUALLY BE DONE WITHOUT APPROVAL FROM THE COMMUNITY.

SOME RESTRICTIONS MAY APPLY.

In all countries, you can, in most cases, rent out and sell your property without needing explicit approval from other inhabitants. Nonetheless, some countries do provide instances where avenues exist wherein the framework of the MUB provides opportunities to influence the sale or renting out of a property.

For example, in **Hungary**, for the sale of a property, the founding document may provide for pre-emption rights. The deed of foundation may establish a right of pre-emption or pre-lease for the benefit of the co-owners for the separately owned

DID YOU KNOW?

In **Finland, Poland and Spain**, bylaws cannot restrict normal life in the building but may set noise limitations; generally, noise should be avoided in the late evening or at night.

And in **Norway** bylaws do not in practice contain any restrictions, on the way units and buildings may be used. However general legal provisions of neighbour law apply, such as restrictions on pets and short-term rentals, as well as potential prohibitions on commercial activities with public visitors (e.g. pubs, cafés, offices).

apartment or the separately owned premises not used for residential purposes. In addition, in **Germany**, the declaration of division can stipulate that the administrator or the owners' meeting must agree to a sale. As a rule, however, approval is to be granted and may only be refused if there are extraordinary reasons to oppose it (e.g. the financial status of the prospective buyer). Moreover, in **Belgium** restrictions concerning the use and purpose of units could be based in bylaws, such as the prohibition of the partial sale of units (e.g. selling a garage but not the pertinent unit), hence splitting the unit is sometimes prohibited. Furthermore, in **Norway**, approval is not needed when the unit in question is part of an *Eierseksjons-sameie*, but it is needed if it is part of a cooperative.

It is to be noted that beyond the MUB rules and bylaws, some regional laws are beginning to impose a right of pre-emption and/or preference in favour of tenants already occupying the units for sale, like happens in **Spain** or **Belgium**.

Nonetheless, in general, one's right to freely sell or rent out a property is more explicitly emphasised over obligations to the rest of the MUB model.

THE DIFFERENT MUB MODELS DO NORMALLY NOT HAVE THE EXPLICIT RIGHT TO DECIDE TO WHO YOU RENT OUT OR SELL YOUR PROPERTY TO, HOWEVER EXCEPTIONS DO EXIST.

As is expected, MUB models across most countries do not have the right to discriminate based on personal characteristic as per either the right of you to sell or rent out your property to whoever you want, and the illegality of discrimination

based on national law. Nonetheless, **Finland** seems to be the only case in which the bylaws can restrict to whom the unit can be sold or rented to, based on some pre-defined personal characteristics. For instance, there can be limited housing corporations for only senior residents.

Furthermore, **Hungary** also outlines the potential for the existence of pre-emption rights for current owners.



CAN OWNERS OR SHAREHOLDERS FREELY RENT OR SELL THEIR UNIT? DOES THE MUB DECIDE ON FUTURE TENANTS OR OWNERS?

	Selling	Renting	Community decision on future tenants or owners
BE	Restraints might exist in the basis deed or in the bylaws, such as the prohibition of the partial sale of units (e.g. selling a garage but not the pertinent unit).	Restraints might exist in the basis deed or in the bylaws.	Regional laws are beginning to impose a right of pre-emption and/or preference in favour of tenants already occupying the units for sale.
FI	YES	YES	The bylaws might limit the selling or renting of the unit to some extent for instance with regards to age or other personal characteristics.
DE	The declaration of division can stipulate that the administrator or the owners' meeting must agree to a sale.	YES	Potentially YES for selling, but only in exceptional circumstances and not based on personal characteristics.
HU	YES	NO	NO, but pre-emption rights may be provided in the bylaws.
IE	YES	YES	NO
IT	YES	YES	NO
NO	YES (Eierseksjonssameier)	YES (Eierseksjonssameier)	Potentially YES, but only in exceptional circumstances based on the personal qualifications of the buyer (Any form of discrimination is prohibited).
	NO (cooperatives)	NO (cooperatives)	
PO	YES	YES	NO
ES	YES	YES	NO, but the right of pre-emption exists for current tenants of the unit

Table 7: Selling or renting a unit in MUBs

WHAT ARE THE CONTRIBUTIONS TO BE PAID REGULARLY, AND HOW ARE THEY DISTRIBUTED AND CALCULATED?

As a member of a MUB, an owner needs to pay contributions for certain community services. There are different types of contributions and how they are shared among owners. While the types of contributions are quite similar in the countries we've looked into, the way contributions are calculated can vary from country to country.

CONTRIBUTIONS

Ancillary Costs

Owners collectively contribute to ancillary costs, encompassing essential utilities like heating and water, administrative fees, and reserves for potential repairs. This ensures the proper maintenance and operation of the MUB's infrastructure, guaranteeing a comfortable and functional living space for all residents.

Use of Common Goods

Contributions are also made towards the maintenance and use of common goods within the MUB. These funds enable the management and preservation of shared

Distribution and calculation

BE	Determination of contributions is based on either thousandths as decided by the GB or on a utility criterion (contribution to expenses based on the usefulness of the expense for each lot), if the bylaws or general assembly decisions provide so.
FI	The criteria for distributing and calculating contributions are defined in the bylaws, such as surface of the unit in m ² , number of shares of the company, or consumption.
DE	The determination of contribution occurs during owners' meetings based on a comprehensive business plan, and the final amounts are settled in the annual statement. The distribution is usually made according to co-ownership shares.
HU	Common costs are calculated based on the proportion of ownership held by each co-owner, on the basis of the share of ownership belonging to the separate property, as well as the corresponding joint ownership share.
IE	The amount of contributions is agreed at the Annual General Meeting and paid based on the percentage outlined in the contract with the management company, ensuring a consensus-based approach.
IT	Contributions are calculated proportionally based on each co-owner's ownership share.
NO	Contributions are calculated based on a distribution formula, often considering unit size or value.
PO	Contributions are made as advance payments to cover management and maintenance costs, with final settlement at the end of the year. Contributions are based on shares unit owners have in common parts. These are calculated as the ratio of the usable area of the unit to the usable area of all units within a building.
ES	Contributions are calculated based on the participation share of each unit owner in the total property value.

Table 8: Distribution and calculation of contributions

amenities such as recreational areas, swimming pools, gyms, and other communal facilities that enhance the quality of life for all owners.

Loans

In some cases, owners may contribute towards loans taken by the MUB to finance major projects or improvements (as for instance in Poland). These contributions enable the timely repayment of loans and assist in enhancing the overall value and desirability of the property.

Insurance

In certain MUBs, owners may contribute towards insurance coverage to protect against unforeseen events or damages. These contributions ensure that the MUB

and its common areas are adequately insured, providing peace of mind and financial security for all owners.

WHAT HAPPENS IF I FAIL TO CONTRIBUTE TO COMMON EXPENSES?

It can happen that an owner in a MUB will be unable to pay the determined common expenses. Since punitive measures against the owner(s) that fail(s) to contribute can vary from country to country, we've focused on the most common actions taken in the countries we have examined.

Available actions

BE	<p>Legal actions: the MUB might bring an action before the Justice of the Peace of the canton with jurisdiction over the building to recover the sums due. Depending on the size of the sums owed, the MUB may also decide to enforce the judgement obtained against the debtor co-owner for the unit concerned and proceed with the seizure and/or, as a last resort, the forced sale of the unit. When a unit is sold, the MUB may exercise its legal lien and obtain the retention of certain sums due from the sale price of the lot. Sums that are no longer privileged may be recovered from the assets of the debtor.</p>
FI	<p>Possession of the unit by the Housing Company with the intervention of a judge for violations of due obligations in the bylaws. Before a possession takes place, a written warning must be issued. The unit can be held under possession by the housing company for no more than three years.</p>
DE	<p>Legal action: the MUB can sue the owner who failed to contribute to common expenses before a court to recover the amount due.</p> <p>Deprivation of private property: in case of persistent violations, the MUB may decide to expel them and force them to sell the unit before a judge.</p>
HU	<p>Legal actions;</p> <ul style="list-style-type: none"> • The joint representative sends a payment notice to the debtor; • If the demand is unsuccessful and the debt: <ul style="list-style-type: none"> ◦ does not exceed HUF 3 million^[1]: the joint representative requests the issuance of a payment order against the debtor ◦ exceeds HUF 3 million: direct action may be brought. <p>A special option for the joint representative is to register a mortgage on the debtor's property up to the amount of the common charges debt.</p>

[1] Hungarian forint.

IE	Legal action for recovery of outstanding service charges as an ordinary debt can be taken by the OMC against the owner and ultimately a judgment can be obtained and registered against the title of the property.
IT	Legal actions such as apply for an immediately enforceable injunction pursuant to Article 63 of provisions implementing the Italian Civil Code. The administrator is the responsible one for applying before the judicial authority.
NO	Legal mortgage with priority for failed contributions; Forced sale which is issued by the intervention of a judge.
PO	Persistent non-payment can lead to court-ordered sale of the unit; Owner loses right to the apartment but receives money from the sale; Any outstanding payments may be recovered by the community of owners by following general rules on recovery of money from debtors through legal proceedings.
ES	Legal actions or alternatively conflict resolution i.e., mediation (although the latter is very rare); Dissuasive measures (such as retracting of voting rights, prohibition of access to common facilities such as the swimming pool, etc.); Priority of MUB's credits over other obligations of the delinquent owner; Real guarantee on the property in favour of MUB in case of sale.

Table 9: Available actions in cases of failure to contribute

CAN I PERSONALLY BE HELD LIABLE FOR DEBTS OF THE MUB MODEL SCHEME?

An owner of a unit in a MUB will have a say over its finances. This could then also include debts. It is then the question if individual owners can be held responsible for these debts, or whether the community as a whole is directly liable.

The table in the next page shows whether it is common for individual owners to, apart from the monthly contributions they pay, be responsible for outstanding debt that has not been covered by the money collected by the MUB.



	MUB is liable	Members or owners are liable	Remarks
BE	YES	NO	A judgment obtained by a creditor against the MUB will be enforced against each individual co-owner according to the share of the MUB they own.
FI	YES	NO	
DE	YES	YES	<p>Since the homeowners' association has full legal capacity the joint assets of the entire community are initially liable for liabilities towards third parties. In addition, it is also stated a limited partial liability of the individual apartment owners as well as a time-limited subsequent liability.</p> <p>For liabilities of the communities, including those of an apartment complex, the individual apartment owners directly next to the community are liable in proportion to the amount of their co-ownership shares.</p>
HU	YES	NO	The MUB is primarily responsible for its debts. However, if the MUB's assets are insufficient to cover the debt, the residents must also stand up as guarantors. The liability of the owners as guarantors is limited to their share of the common property or to the extent specified in the Rules and Regulations.
IE	NO	YES	The OMC is a company limited by guarantee, and liability is limited to the company and not falling on individual owners.
IT	NO	YES	For debts of the MUB, the individual owners are liable in proportion to their share.
NO	NO	YES	<p>For the individual liability:</p> <ul style="list-style-type: none"> • In cooperatives the liability is limited to their deposit and the value of their unit; • In an Eierseksjonssameie, the owner is liable for their share of the debt.
PO	YES	YES	Individual unit owners and the residential community may be held liable for debts related to shared property management. The nature of this liability, whether subsidiary or shared equally, is unclear. However, in practice, creditors can sue both the community and in addition, each owner for his/her respective portions of the debt. The implicit idea of the legislation is for MUB to be liable as the main debtor, and unit owners to be liable for the portion of debt that cannot be recovered from MUB.
ES	YES	YES	Spanish MUBs do not have legal personality and just have a small patrimony. As such, unit owners are liable with their own assets for the debts of the MUB before third parties.

Table 10: Liability for debts of MUBs

AS AN OWNER, DO I HAVE TO TAKE OUT INSURANCE FOR BOTH PRIVATE AND COMMON AREAS? MUST THE MUB ALSO BE INSURED?

Individual owners will be most likely looking at some kind of insurance for their own unit. Nonetheless, it will be good to know whether this is mandatory or not. On top of this, it is important to know whether it is mandatory or not for individual owners to take out insurance of the common areas, as well as for the MUB model to take out insurance for the building as a whole.

In **Belgium**, the law provides for a strict liability for real estate property of which you are the owner of. Consequently, in the event of a claim, the financial consequences can be very serious for each owner. It is in the interests of the MUB and its bylaws that owners are obliged to take out group insurance, but not

the law as such. The insurance covers the private and common parts.

It is also mandatory for the syndic (the management body) to be fully insured against all faults of management. In addition to this mandatory insurance, some owners may opt for additional coverage to protect against personal liability due to personal faults.

In **Finland**, insurance is not obligatory for a shareholder of a housing company, nor for the housing company itself. However, it is common and recommended for both private units and the housing company to have insurance coverage.

In **Germany**, individual owners are generally responsible for insuring their private property. Additionally, the homeowners association takes out insurance for the building and the property (i.e., the plot of land on which the building stands).

In **Hungary**, the insurance is not compulsory but highly recommended for both private and common areas.



In **Ireland**, the insurance for the block is part of the service charges set at the Annual General Meeting of owners/members each year. Each apartment owner may choose to take out insurance for their apartment contents and public liability insurance for any incidents that may occur within their apartment.

In **Italy**, there is no legal obligation for owners in Italy to obtain insurance, but as a general rule, most apartment buildings are insured to cover damages that may occur in the common parts of the building, which could affect owners or third parties.

In **Norway**, the entire building is typically covered by a building insurance policy for damage, fire, etc. However, individual unit owners must have their own contents insurance to cover their personal belongings and furniture.

In **Poland**, there is no legal obligation for individual owners to insure their units, and residential MUB model are not legally required to insure the common parts of the building. However, in practice, many residential MUBs do take insurance for both the common parts and against damages that common parts (such as installations) may cause to individual unit owners.

In **Spain**, there is no strict legal obligation for the community of owners to have insurance coverage. However, Condominium's law (LPH) allows the community to sign an insurance contract that covers damages caused in the building. If such insurance is obtained, the expense would be deducted from the condominium's reserve fund to which individual owners contribute proportionally based on their participation share.

WHEN CAN AN OWNER BE ASKED TO PAY FOR WORKS MADE IN COMMON AREAS?

The buildings of multi-unit homeownership structure need to be maintained and repaired from time to time. Because of this it is good to know whether, and how much, an owner can be asked to finance works concerning the maintenance of common areas.

In **Belgium**, each MUB decides at the GB (General Assembly) on the work to be carried out and the funds to be invested. All works affecting the common areas, are decided by the GB by a two-thirds majority of the votes. Exceptions are those which can be decided by the EB and those that are imposed by law and then decided by an absolute majority of shares by the GB.

An absolute majority of votes is required to decide on the amount allocated to the work fund or reserve fund. This amount is possibly based on anticipatory search by the syndic or by the MUB Council or even drawn up based on a programming plan or possible prior audits. The GB does not set up a higher amount, the minimum amount of the reserve fund is annually 5% of the ordinary common expenses of the previous accounting year of the MUB.

In **Finland**, in order to cover the housing company's expenditures, the shareholder is obliged to pay charge for common expenses in accordance with the criteria provided in the bylaws of the housing company. Regarding maintenance and repair there is no limit for how much the expense may be. All the significant financial decisions are required to be made in the general meeting.

In **Germany**, separate payments that have to be made by the owners are always decided in advance at the owners' meeting and are always related to the specific measures that need to be undertaken.

In **Hungary**, the MUB can use a financing scheme with target payments, bank credit, possible public support, or a combination of these. The financial and payment abilities of the MUB can be a limit. In fact, governing body votes on the next annual budget (which includes the works to be carried out in the common area and their estimated costs) and the amount of the common costs is set on the basis of the budget. Whether they are planned or unexpected, works can be carried out: from the condominium reserve, a bank loan, possible government subsidies, target payments or a combination of these.

In **Ireland**, at an Annual General Meeting or an Extraordinary General Meeting of the Owners Management Company, a decision will be taken by the apartment owners on what must be done. If there is insufficient money in the sinking fund, each owner can be levied for a proportion of the cost of the works. There are no limits on the amount that can be levied. Normally, the sinking fund will be sufficient to cover costs of major repairs, such as lift replacement, roof repairs etc. However, in the case of unplanned costs of an urgent or obligatory nature the sinking fund may not be sufficient and a majority at an Emergency General Meeting can set the levy required of each owner. There is no different approach where the works are required by a public authority, although there are instances where the costs of works are beyond the means of owners to contribute, and there are calls for government

intervention using general taxes to cover these costs, particularly where the works are urgent, such as fire safety measures.

In **Italy**, in theory there are no limits that can be asked of the owners. The constitution of the funds should take place before or during the works. When works or repairs affecting common property are decided, each condominium owner is required to contribute according to his share. In the case of extraordinary works and innovations, provision is made - pursuant to Article 1135 of the Italian Civil Code - for the prior constitution of a special fund of an amount equal to the works approved.

In **Norway**, there are no limits if the money is used to pay for necessary maintenance. Apart from this, the right to call for special funds is limited. For amounts over 5% of annual costs the GB must agree with simple majority, over 10 % of annual costs qualified majority, and for cost estimated over 10 000 euros, the owners must give permission themselves.

In **Poland**, to cover the management costs, the owners of units make advance payments in the form of current fees, payable in advance on the 10th of each month. In the case of pursuing claims by the residential community, the request for payment has an additional evidentiary value, because the payment deadline is specified in the law. The owner's debt arises when the deadline for payment of advances is not met, and not when the owner receives a request for payment. If any additional payments are needed from the unit owners, due to an unforeseen event, a resolution will have to be taken to increase the planned management costs and the monthly contributions.

In **Spain**, depending on the type of works, the approval of the Board of Owners may be required. As such, works that do not necessitate prior approval by the Board of Owners as they are mandatory are: the repairs necessary for the maintenance and conservation of the building, the works and actions necessary to achieve and maintain universal accessibility, and the works and actions imposed by the Public Administrations in the field of urban rehabilitation and renovation. For the rest of the works the approval of the Board of Owners is required.

DO I NEED TO RESPECT THE INTERNAL REGULATIONS AND BY-LAWS EVEN THOUGH I DID NOT TAKE PART IN THEIR MAKING?

When entering a MUB, owners may wonder if they need to comply with existing bylaws that were decided upon before their arrival. After all, they were not present during the decision-making process.

Nonetheless, in all countries owners will be obliged to comply with all existing bylaws. This is because when acquiring a property, they automatically agree to comply with existing regulations. Sometimes the issue is how they can know the existing bylaws before buying the unit.

WHAT HAPPENS IF AN OWNER OR TENANT FAILS TO COMPLY WITH INTERNAL RULES? WHAT ARE THE CONSEQUENCES FOR BOTH TENANTS AND OWNERS?

Internal rules are set up in a MUB to assure that both the private and common areas are treated according to the agreed preferences of the scheme. Of course, situations could happen in which an owner, a tenant or other user of the premises fails to comply with the internal rules as agreed by the scheme. Below we have written down what type of measures may be used and what the consequences for both tenant and owners could be.



Actions following a failure of compliance with internal rules

BE	<p>Owners must notify tenants about internal rules, and failure to comply can make the owner responsible for any troubles caused by the tenant;</p> <p>The issue will be discussed in the GB, which can vote to sue the owner or tenant, potentially leading to contract termination or eviction.</p>
FI	<p>The housing company may take possession of a unit if rules are consistently violated, and the misconduct is significant.</p>
DE	<p>If a disturbance occurs to the common property, the affected owner should bring the issue to the GB, which can then compel the person causing the disturbance to stop;</p> <p>If the GB decides to take action against the disruptive owner, the manager will first issue a warning. If he doesn't achieve anything, the MUB can sue the owner for compliance with the house rules.</p> <p>With this title they can enforce their rights, for example with fines;</p> <p>If the disruptor continues to disrupt, his property can also be confiscated. This means that he can be forced to sell his property;</p> <p>If it is the tenant who is causing the problem, the MUB must first oblige the owner, who in turn must get his tenant to stop;</p> <p>In the worst-case scenario, he has to expel him. If the tenant does not move out, an eviction lawsuit can be filed. If the owner does not take any action against the tenant, the owner may be required to do so.</p>
HU	<p>The MUB is not entitled to set up a penalty system. If one (either the owner or the tenant) does not stop the activity contrary to the rules of the house despite a specific request and commit trespassing, fire safety violations or breach of the peace, the EB, the owners or the tenants may initiate proceedings before the competent authorities (notary, fire safety authority, police).</p>
IE	<p>Legal action can be taken, which can be complex in cases involving owner-occupiers. Section 23(11) of the Multi-Unit Developments Acts states: "Where a person, who by reason of subsection (1) is obliged to comply with house rules, commits a material breach of such rules, the owners' management company of the development concerned may recover the reasonable costs of remedying such breach from such person which costs may be recovered as a simple contract debt in a court of competent jurisdiction.";</p> <p>For rented properties, the Residential Tenancies Act can be used to remove tenants for persistent antisocial behavior by an individual owner who has rented their apartment, but not by the OMC. There is no legal relationship between the OMC and an individual owner's tenant living in the building.</p>
IT	<p>Violators of internal rules can face sanctions and legal actions. If violations occur, it is possible to apply the sanctions provided for therein as well as to apply to the judicial authorities to have the unlawful conduct stopped according to tort law, with a possible claim for damages.</p>
NO	<p>If a unit owner or tenant causes significant harm to the building or others living in the building, the owner may be forced to sell the property. The decision is taken by the court.</p>
PO	<p>If a unit owner repeatedly and flagrantly violates internal rules or makes life intolerable for others, the community can seek a court order to sell the unit.</p> <p>Tenants should also abide by house rules, and landlords can terminate tenancy for gross violations.</p>
ES	<p>The community president can request the offending owner or tenant to stop, and legal action can be taken if the behavior persists, that might end with the termination of the tenancy contract (if the offender is a tenant) or the loss of use of the property for up to three years (if the offender is a co-owner), plus damages.</p>

Table 11: Actions following a failure of compliance with internal rules

HOW ARE PARKING SPACES ORGANISED WHEN RELATED/ ATTACHED TO MUB SCHEMES?

Finally, the question how the parking spaces are distributed and whether they are private or common property needs to be asked. Understanding this is necessary to know if you can park freely, or whether you may be restricted in the spaces you can use. As the allocation and use of parking spaces may differ per country, we have provided an outline for each case.

In **Germany**, parking spaces in German MUB models belong to the community property and are typically assigned to individual owners as a special right of use. However, they remain common property, with the use being restricted. Since the 2020 reform, it has become possible to sell parking spaces individually as private property.

In **Italy**, each unit owner has the right to park in designated areas, as long as it does not prevent others from using the same parking spaces. Parking spaces distribution is decided in the bylaws.

In **Spain**, parking space arrangements can vary depending on the title of constitution of the MUB. They may be considered an annex of the dwellings or business premises; in which case each unit corresponds to a specific parking space that cannot be sold separately. Different arrangements exist however. They can include organizing parking spaces as part of the community, as a separate community of garages, or as another private element.

In **Belgium**, parking space allocation depends on the bylaws. Often, parking areas are private and are allocated thousandths [12]. Sometimes, however, they are common areas that can be occupied according to rules decided at the general meeting.

In **Poland**, each unit owner has the right to use the entire common property in accordance with its purpose, as long as it does not prejudice the corresponding rights of other unit owners. If parking spaces are not specifically allocated to individual units, they can be used freely on a first-come, first-served basis. Allocation of spaces to units should be done by a resolution of the community of owners.

In the case of underground parking lots, the whole underground level may be a separate unit. In this case, unit owners wishing to park there must buy from the developer a share in the ownership of that unit. Alternatively, the underground parking lot may be a common part, and the community of owners may establish easements to use specified parking places exclusively by interested unit owners. In both cases, i.e. buying a share or an easement, is done for a monetary payment. Parking arrangements for underground parking spaces will thus differ among MUBs.

In **Hungary**, parking arrangements are typically determined by the community of owners as needed.

[12] In some counties, for instance **Belgium** and **Italy**, the surface owned by each co-owner is calculated in thousandths. This number is calculated thanks to "tables of thousandths" which is a ratio between the value of each unit and the value of the entire building, which is set equal to one thousand.

In **Finland**, the ownership and control of parking spaces in Finnish MUB models can vary. Parking spaces may either be in the housing company's possession or in the shareholders' possession, which is defined in the bylaws. If there is no mention of the parking spaces in the bylaws, they are in the possession of the housing company. If the parking spaces are in the possession of the housing company, the housing company determines how parking spaces are leased, with an emphasis on equal treatment of residents. In any case, besides possession, it is always the Limited Housing company which owns parking spaces.

In **Norway**, there is no specific legislation concerning parking spaces in MUB models. The organization and allocation of parking spaces are usually decided by the builder/seller or by the GB.

In **Ireland**, parking arrangements can differ between different types of multi-unit developments. Some have dedicated parking spaces attached to the title of the property and others have just a general parking zone.





CHAPTER 4

GOVERNANCE AND MANAGEMENT OF A MUB

The MUB model is a small universe of its own and as such needs proper management and government. Types of bodies and managing structure differ from one country to another, and owners' participation in the delivery of decisions is

often required for the well-functioning of this micro-cosmos. How is the management organised? What does it do? What is the role of the owners in it?

These are the questions that every owner needs to understand, and which will be outlined in this chapter.

WHAT ARE THE BODIES GOVERNING/MANAGING THE MUBS?

Regardless of the country they are based in and the specific legal structure they have, MUB models need internal bodies to govern and manage their daily affairs, with possible exceptions for very small MUBs, where unit owners are expected to directly manage common parts on the basis of general provisions on co-ownership. This means taking care of the accounting, paying for common charges, loans and major reparations, providing for cleaning services of common spaces etc.

This is for instance the case of **Italy**, where is mandatory to appoint the EB (administrator) only when the co-owners are more than eight [13].

Even if names, roles and prominence of these bodies usually differ from one country to another, there are some general characteristics and bodies that are worth highlighting. Generally speaking, we refer to it as the "government body" (GB).

GOVERNMENT BODY

In fact, in all countries there is a government body, called e.g. General Assembly, Board of Owners, Owners Meeting, etc. which is composed by all owners/shareholders of the MUB. This type of body is the one in charge of taking decisions in the name of all owners within the MUB.

EXECUTIVE BODY

Moreover, usually an administrative body is also present, and its task is to execute the decisions of the former. This is usually embodied in the president, a group of directors or, at some point, some representative of the GB (e.g. the one that signs the contracts with third parties, that represent the MUB during trials, etc.). Sometimes there are professional property managers that are hired by MUBs to effectively carry out the decisions that have been taken.

ADDITIONAL BODIES

Additional bodies, sometimes facultative, are also present. They are competent for specific or minor tasks, usually accounting or control duties. Knowing these bodies

[13] Art. 1129 Italian CC

and more in general how MUB models are internally organised is indeed crucial, for example when it comes to understand to which one of them an owner should address

their requests. The table below lists the different names of these bodies per country and gives an overview of their roles and functions.

	Government Body	Executive Bodies	Other Bodies
BE	General Assembly	Syndic (Property Manager, either professional or not)	Multi-unit Ownership Council (controller of the Syndic) Auditor (appointed by the Assembly to control accounts)
FI	General Meeting	Board Of Directors	Property Manager Auditor
DE	Owners' Meeting	Administrator	Management Advisory Board (not mandatory, it is in charge of the coordination between community and administration)
HU	General Assembly	Management Committee Joint/Common Condominium Representative	Audit Committee (it checks the work of the Joint/Common Condominium Representative)
IE	Annual General Meeting of Owners Management Company	Directors of Owners Management Company often employing Contractors /Managing Agents	
IT	Assembly	Assembly	Condominium Council (advisory and control functions)
NO	General Assembly	Elected Board Business Manager (external, facultative, only for Eierseksjonssameier)	
PO	Large communities (4 or more units) General Assembly of Unit Owners Small communities (3 or less units) co-owners manage common parts themselves, relying on civil law provisions.	Large communities: Management Board Professional Managers (External, Facultative)	
ES	Board of Owners	President Vice-Presidents (if applicable) Professional MUBs managers (external facultative)	Secretary (Assistance)

Table 12: Governing/managing bodies of MUBs

WHAT IS ROLE AND FUNCTIONING OF THE GOVERNMENT BODY (GB)?

Either called the General Assembly, the Board or General Meeting, in all countries there is a collegial body in place to represent the owners/shareholders. This type of body is the one in charge of making decisions for the entire MUB.

HOW ARE THEY COMPOSED, WHAT ARE THEIR COMPETENCES AND HOW DO THEY WORK?COMPETENCES AND HOW DO THEY WORK?

The GB (the MUB general assembly or equivalent body) plays a crucial role in the decision-making and management for everything related to the common property, the community of owners and occurrences within the buildings. This core body is usually composed of all owners/shareholders of the buildings, even in some countries tenants or holder of a limited right can attend the assembly but without voting rights.

Amongst its usual tasks are approving budgets, deciding on carrying out maintenance works, engaging in contracts, suing third parties or members of the MUB, resolving disputes within the community and taking care of electing, appointing and removing other bodies governing the community as well as managing complaints against governing body decisions.

It is a sort of “parliament” of the community, where owners can speak, address issues, discuss about things to fix, propose improvements, etc. and take decisions

upon them. Then, decisions taken by the GB have to be implemented by the executive bodies which manage the community. However, the specific rules for its composition, requirements for putting items on the agenda, functions, and procedures may vary slightly between countries, as we will see on this section.

WHICH ARE THE TYPE OF MEETINGS REQUIRED?

The countries studied in this guide have similar types of meetings: ordinary and extraordinary.

Ordinary meetings are usually held annually and address regular matters, such as the yearly approval of the budget.

Extraordinary meetings deal with urgent or exceptional issues. They normally have to be specifically requested, e.g. by a certain threshold of owners (10%) in Norway.

HOW IS THE GOVERNMENT BODY CONVENEED AND CHAIRED?

In order to allow for the broadest possible participation, as well as to guarantee owners' rights to attend meetings, they need to be informed in advance about the holding of the GB. More specifically, they need to know essential details, for example the date and time of the meeting and the agenda (at least a provisional one) with the items that will be treated. In this way, owners will arrive at the meeting prepared and additionally they will be allowed to put items on the agenda if possible. The means of convening meetings may vary, including written invitations, specific percentages of owners' agreement, or legal provisions.

Convening: In most countries, the meeting of the GB is convened by the executive body (manager, administrator, syndic etc.), even though sometimes it can be also convened by a certain number of owners.

Chairing: In several countries, the meeting is chaired by a person chosen from the GB or an owner, while in others, it is once again the executive body that chairs the meeting.

In case of countries permanently or temporarily allowing for digital participation, the body in charge of convening also has to provide for the appropriate digital means to attend. Some countries allow for digital or virtual participation, while others primarily focus on in-person meetings. Usually, provisions for extraordinary meetings differ a bit, especially when urgent decisions need to be made.

Body/Person in charge of convening

Body/Person in charge of chairing

	Body/Person in charge of convening	Body/Person in charge of chairing
BE	<p>The Syndic (EB) (as a rule) Owners who own at least 1/5 of the shares (or one owner representing them) when the syndic does not respond to their request within 30 days, The Judge of Peace (under the request of any co-owner if the syndic neglects or obstinately refuses to do so) The MUB model council /the president of the previous GB / owners (who own at least 1/5th shares when the MUB model is without a syndic because of death or resignation, in order to appoint a new syndic)</p>	<p>A co-owner</p>
FI	<p>The Board of Directors (EB) (general rule) One of the member of the Board (if the Board has no other members) the Regional State Administrative Agency (in case of breaching of the bylaws or the Law or missing convening of the meeting, if a member of the board, property manager, accountant, operations inspector, or a shareholder request its intervention)</p>	<p>The chairperson is either elected by the General Meeting or designated by the bylaws. In the first scenario, the meeting is opened by a person designated by the convener, otherwise the chairperson also opens the meeting.</p>
DE	<p>The administrator (EB) (general rule) The administrative advisory board (2nd option) An owner (3rd option)</p>	<p>The administrator (general rule) The administrative advisory board (2nd option) An owner (3rd option)</p>
HU	<p>The management committee or the joint representative (EB)</p>	<p>An owner The joint representative (elected by the GB)</p>
IE	<p>Owners Managing Company Directors (EB) or in some cases a group of members</p>	<p>An owner The joint representative (elected by the GB)</p>
IT	<p>The administrator (EB)</p>	<p>A unit-owner</p>
NO	<p>The leader of the board (general rule)</p>	<p>The leader of the board (general rule) with the possibility to elect someone else</p>

<p>PO</p>	<p>The management board (EB) or a professional manager (general rule) Each co-owner (if the general rule is not respected)</p>	<p>The president of the management board, the professional manager, or the unit owner who convened the meeting</p>
<p>ES</p>	<p>The president of the community 25% part of the owners that represent at least 25% of the participation shares in the MUB</p>	<p>The president of the community</p>

Table 13: The Government Body of a MUB

INVITATION TO MEETINGS, CONTENTS OF SUMMONS AND POSSIBILITY TO PUT ITEMS ON THE AGENDA: WHAT CAN I DO AND WHAT AM I EXPECTED TO RECEIVE?

The invitation, summons, and agenda-setting processes in MUB models across European countries reflect a common goal of ensuring inclusive participation and well-informed decision-making. However, there are distinct variations in the degree of owner involvement in setting the agenda, with some countries granting more autonomy to individual owners, while others retain centralized control.

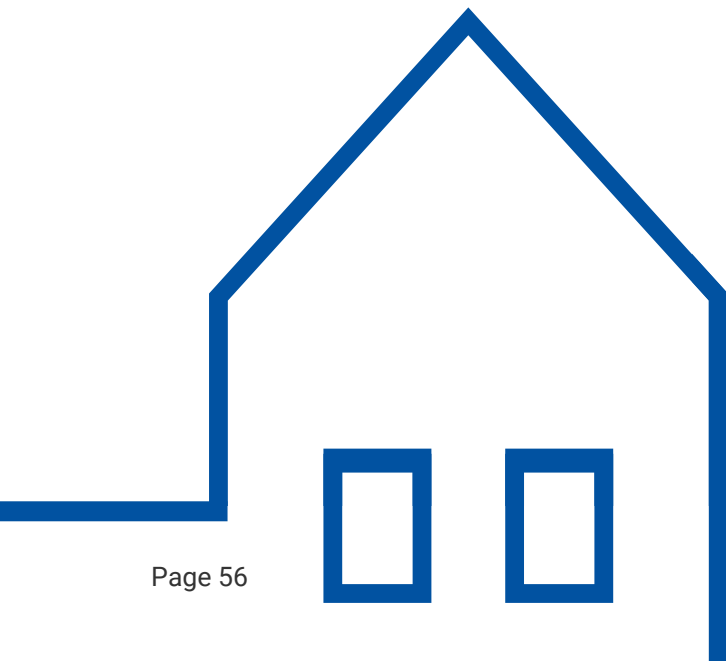
INVITATION TO MEETINGS

In the context of MUBs, European countries share a common emphasis on providing timely invitations to meetings.

In **Belgium**, the notice of the General Meeting containing the agenda, date, time, and place is sent at least 15 days before the date of the General Meeting by registered letter unless provided otherwise by each owner. Among other countries, **Germany** and **Finland** stand out for their explicit regulations on this matter. In both countries, it is a standard practice to issue invitations no later than 3 weeks (2 in Finland) before the scheduled meeting. This extended notice period ensures that owners or shareholders have sufficient time to plan, organize their schedules, and actively participate in the upcoming gatherings.

In **Ireland**, a detailed report must also be sent to each member before the AGM that sets out the accounts and other relevant information on the Owners Management Company. In **Poland**, information about the time, place and agenda of the meeting must be delivered in writing to each unit owner at least a week before the scheduled meeting.

In **Spain**, there is very detailed regime regulating invitations to meeting, whose main purpose is to avoid delays in the



decision making and false claims by owners who argue they were not invited. The meeting is called by the President or the owners who have requested it (the 25% parts of the owners or the number of owners representing 25% of the participation fees), indicating the matter to be discussed, the date and the determination of the defaulting owners with the warning of the suspension of their votes in case of not. However, the call will not be necessary if all the owners attending the meeting decide so. Ordinary meetings are summoned at least 6 days in advance, whilst extraordinary meetings are summoned with as much time as possible to inform all the owners. If a simple majority of owners (both in terms of numbers and shares) do not attend the meeting, a second call will be called without subjecting a quorum, and on the date indicated in the first summons or, failing that, within the next 8 days to the first call. It is also admitted the possibility that the second call is made on the same day as the first, when half an hour has elapsed.

CONTENTS OF THE SUMMONS

The contents of the summons in European countries demonstrate a shared commitment to ensuring transparency and informed decisionmaking during meetings. Specific details mandated in the summons commonly include the date, time, and location of the meeting. Additionally, a consistent requirement across most countries, such as Germany, Spain, Belgium, and Finland, is the inclusion of a comprehensive agenda. The agenda serves as a roadmap for the meeting, outlining the topics to be discussed and allowing owners or shareholders to come prepared and engage in meaningful discussions. In Finland the topics that need

a decision must be mentioned in the summons. In Belgium, practice and case law show that the agenda must be clear and complete, as must the proposals put to the vote. Failing this, in the event of disputes, a decision may be annulled by the Judge of the Peace.

POSSIBILITY TO PUT ITEMS ON THE AGENDA

When it comes to the possibility of owners or shareholders adding items to the meeting agenda, there are notable differences across the mentioned countries.

In countries like **Italy**, **Spain**, and **Germany**, the administrator or the board has the exclusive authority to set the agenda. In these countries, owners can request specific matters to be included for discussion, but the final decision lies with the administrators or boards. Furthermore, in **Norway**, individual owners have the right to propose items to be included on the agenda too.

Belgium and **Poland** find a middle ground, where individual owners are allowed to request the inclusion of items on the agenda, with certain conditions and advance notice. In **Belgium** this must be done at least 3 weeks before the period of 15 days determined in the statutes to hold the General Meeting.

Hungary does not impose a stringent requirement for the number of owners to put an item on the agenda. This openness allows any owner to propose topics for discussion.

WHICH ARE THE RIGHTS OF TENANTS TOWARDS THE MUB? CAN THEY PARTICIPATE AND/OR VOTE IN THE GB?

Tenants often have limited rights in terms of their position within the MUB model. This is because they'd benefit of any taken decision but will not bear any cost resulting out of them. Nevertheless, this varies largely, as in some countries they can take a very active role in the owners' meetings, while in others they are not allowed to attend.

WHAT ARE THE RELATIONS BETWEEN MUB ON THE ONE HAND AND TENANTS/HOLDERS OF LIMITED-REAL RIGHT ON THE OTHER?

In the countries examined in this guide, individuals who are not owners of units, such as tenants or usufructuaries, usually do not have direct legal relationship with the MUB community of owners and do not possess explicit rights within the MUB model.

However, in some countries even tenants can make agreements or have a word on certain matters.

In **Belgium**, the relationship between tenants and the MUB is defined by MUB regulations and internal rules; however, they cannot participate in the GB. Tenants can, according to the law, the right to send observations about the management to the syndic. By contrast, usufructuaries have a real right in the building and may, with the agreement of the bare owner of the unit they have the right on, take part in the general meeting and exercise the right to

vote in respect of the unit. In Finland, residents can make agreements with the housing company regarding parking or the use of common areas, but there is no direct legal relationship between tenants and the MUB, unless the unit is owned by the MUB.

TENANTS' RIGHTS IN THE GB

Tenant participation in owners' meetings varies between countries, ranging from restricted or non-existent involvement to specific rights granted in certain circumstances. Of course, the scope of their rights also depends on the type of relations they can have with the MUBmodel, which is usually a very weak one or even not existing.

NO RIGHT TO PARTICIPATE

When it comes to the faculty to participate the GB, **Belgium, Germany, Poland, Spain** and **Ireland** do not allow tenants to participate at all.

FORMS OF LIMITED PARTICIPATION

Other countries either allow for a **limited form of participation**, or they permit them **to participate only in certain specified circumstances**.

PARTICIPATION WITHOUT VOTING RIGHTS

This is the case in **Norway**, where tenants can attend every kind of Assembly to remain informed on the decisions taken, but they do not have the right to vote.

RIGHT TO PARTICIPATE IN CASE OF SUBJECTS ON THE AGENDA CONCERNING THEIR POSITIONS

Another option is to allow tenants to attend the GB's meeting, but only in those meetings whose agenda has scheduled items affecting or involving their position. In **Finland**, tenants have the right to participate in the discussion on certain subjects too, for instance house rules, the use of the housing company's shared-access facilities, or the kind of maintenance or modernisation that significantly affects the use of the leaseholder's or resident's

apartment or shared-access facilities. However, they cannot vote in their own name, but only by representing the owner of the share.

Italy stands out with regards to this topic, by expressly admitting the possibility for tenants to vote (instead of the owner) in the GB on specific matters involving their position, rather than only participating. More specifically, the law grants them the right to vote in the place of the owner on all resolutions of the GB concerning expenses and management modalities of heating and air-conditioning services.

Furthermore, they can participate and intervene, although without any voting rights, with regards to resolutions concerning the alteration of the other common services.

In **Belgium** the law states that the general meeting is made up of the owners of a unit or those with a divided or dismembered real right who have the power to represent the unit because of a proxy right. Tenants have only a personal right to a unit, and therefore no right to vote at the GB. At most, before a meeting, they are informed of the date and agenda of the general meeting and may submit their requests and observations relating to the common areas to the EB. These points will be communicated to the GB. Once the decisions have been taken at the meeting, the owners inform their tenants of the points that may affect them. Tenants may then ask the Justice of the Peace to annul or reform a provision of the internal regulations or an irregular, fraudulent or abusive decision adopted after their right as tenants arose, if that provision causes them specific harm.



	Cannot participate	Participation with limited rights or in certain circumstances	Full participation rights
BE		X	
FI		X	
DE	X		
HU		X	
IE	X		
IT		X	
NO		X	
PO	X		
ES	X		

Table 14: Rights of tenants towards the MUB

HOW IS THE ATTENDANCE ORGANISED IF MORE PEOPLE LIVE IN THE SAME UNIT?

A practical question that might arise regarding the functioning of the GB is the scenario of multiple people owning the same unit. Can all of them attend or only one? If they can all participate, how are their voting shares calculated? Let's see what different countries chose to design for such a scenario.

ONLY ONE PERSON CAN PARTICIPATE

In **Belgium, Italy** and **Spain**, only one of the co-owners of the unit can attend the GB.

They will represent all the others, and therefore they can either be one of the people owning the unit concerned or an external representative with the power of attorney if the legal regime of the country allows for such an option.

EVERYONE CAN PARTICIPATE AND THE VOTE IS DIVIDED BETWEEN THEM

A different system is adopted by **Poland**. There, each co-owner of a given unit can attend, however the weight of their vote will be split depending on their share in the right of the ownership of a unit. If the unit is owned by spouses and is their joint, matrimonial property, each spouse is entitled to attend the meeting and vote without a proxy or other type of consent from the other spouse.

EVERYONE CAN ATTEND BUT THE UNIT ONLY HAS ONE VOTE

In **Finland, Germany, Ireland, Hungary** and **Norway** the solution chosen is a bit intermediate. In fact, every person sharing the ownership of the unit can attend, but when it comes to counting votes, the unit will have only one vote, regardless of the number of persons sharing the property.

IS THERE A QUORUM TO VALIDLY CONSTITUTE THE GB?

Like in any other decision-making body, also to validly constitute the GB of a MUB a quorum can be issue. This is basically a minimum threshold of owners/shareholders which need to be present to allow the GB to lawfully work.

COUNTRIES WITH VERY LOW OR LACK OF QUORUM REQUIREMENTS

Some countries decided to not issue a specific quorum, or to issue a very low one. This is for instance the case of Germany and Norway, both of which do not require a quorum at all, and of Finland, where the presence of just one shareholder is required.

In **Poland** there are no quorum requirements and votes may be collected at the meeting or through remote voting, or as a combination of these methods. However, in large communities, in order for a resolution to be taken in extraordinary management matters, collecting the consent of the majority of all the shares is necessary, regardless of how many unit owners attended the meeting.

COUNTRIES WHICH HAVE QUORUM REQUIREMENTS ONLY FOR THE FIRST CALL

Other countries choose to issue a different threshold to constitute the general GB's meeting, but only for the first call. They decide that if quorum is not reached at first call, the body will be able to work in second call no matter the rate of attendance.

This is for example the case of **Belgium**, which issues two alternative requirements for the first call of the GB: either more than half of the owners must be present or represented and together they must own at least half of the shares (thousandths) in the common areas, or the owners present or represented own more than $\frac{3}{4}$ of the shares in the common parts.

A similar pattern is followed by **Hungary**, which decided to introduce only a quorum for the first call of the GB, set at more than 50% of the owners, whilst no requirement is set for the second call.

Also, **Spain** follows this trend: apart from those cases in which the Law calls for a special majority, the general rule is to have a quorum of 50% plus one (number of owners as well as their shares) in the first call. This choice clearly adds more flexibility to the GB's works, allowing it to carry out tasks even when the attendance rate is very low.

COUNTRIES WITH QUORUM REQUIREMENTS FOR MORE THAN ONE CALL

By contrast, other countries chose a more complex design and decided to issue quorums also for second call, even if usually lower than the one required for the first.

This is the case of **Italy**, which decided to have at first call a quorum set at a number of owners representing the majority of the total owners and two-thirds of the value of the entire building. In second call, quorums are instead much lower: to lawfully gather owners in the GB a majority of one third of

the total number of owners which possess shares for one third of the building is needed.

In **Ireland**, quorums for the Annual General Meetings are set out in the constitution of the OMC, normally as 10% of members or a set figure.

PERSONS ALLOWED TO VOTE IN THE GB

Overall, every owner/shareholder can vote in the GB, as well as their representatives which need to have a power of attorney.

Italy includes tenants and holders or real right holder (like usufructuaries) in certain cases related to heating issues, as already stated above.

It is interesting to mention also the case of **Spain**, that guarantees full voting rights to owners and their representatives, while “punishes” defaulting owners by restricting and diminishing their voting rights.

CAN MEMBERS ATTEND THE GB AND VOTE REMOTELY USING ELECTRONIC MEANS?

Some countries allow for digital or virtual participation, either as a permanent option or temporarily in response to specific circumstances like the Covid pandemic.

In Belgium, it is possible to hold remotely the GB’s meetings as long as the notice convening the general meeting provides for it. The rules governing the organisation of

remote general meetings are not laid down by law, and it is up to participants to define them. In addition, the rules governing the organisation and procedures for remote general meetings remain the same as for physical ones.

By contrast, in **Germany** GB meetings are typically held as on-site meetings, however a new reform aiming to admit a general digital participation to meetings is now being drafted in the German Parliament.

Furthermore, in **Ireland** the possibility to participate in GB’s meetings via digital means was meant to be an exceptional measure, and it was allowed until December 2023 to prevent the spread of Covid-19 pandemic.

Moreover, if the Article of Association of a limited liability housing company provide so, also in **Finland** is possible to have an online participation, following a decision of the Board of Directors, and under the condition that the right to participate and the correctness of the vote count can be verified in a manner corresponding to that in use in an ordinary meeting.

In **Hungary** instead, it is possible to participate via digital means, but in that case owners do not have voting rights.

Can you attend and vote remotely?

BE	YES, but it has to be provided by the notice convening the GB
FI	YES (preceding the decision of the board or the provision of the bylaws), but rightness of participation and voting has to be verifiable in a manner corresponding to that in use in an in-person meeting
DE	YES
HU	Owners can participate remotely but they cannot vote in that way.
IE	Only as an exceptional and temporary measure issued for the Covid-19 pandemic.
IT	YES
NO	YES
PO	YES
ES	Only temporary provisions issued for the Covid-19 pandemic , with a limited validity.

Table 15: Possibility to attend and vote in the GB remotely

WHICH MAJORITIES ARE REQUIRED FOR TAKING DECISIONS?

Living and owning in a MUB model requires to take decisions. Decisions to hire building management experts, to renovate, to vote a budget, take actions against one of the owners. The list can be endless. Some of these decisions can have financial consequences for the owner or even in some cases partly restrict property rights. Therefore, strict rules have been established to validate this decision and specific voting majorities are needed. In general, there are common rules to take decisions and exemptions or specific majorities that apply in specific circumstances. Knowing those rules can guaranty that individual owners' perspectives are taken into consideration.

EXISTENCE OF A GENERAL RULE

While some countries decided to have different majority applicable depending on the single subject to be voted, other countries have a general rule on voting majority applying to each type of decisions, or at least to most of them. This is the case of **Belgium** [14], **Germany** [15] and **Ireland**.

[14] In Belgium, simple majority is defined as "majorité absolue", absolute majority. However, this type of majority is an actual simple majority (of the votes cast) and not an absolute majority (of all the persons who have the right to vote). This is a false friend. See the glossary at the end of the text. Thus, the general voting rule is the simple majority, i.e., 50% of thousandths +1 thousandth of the shares present and represented at the time of the vote. Beyond that, there are several specific majority rules.

[15] If the draft legislation on digital GB meetings will be approved by Parliament and signed into law, there would be a special majority for this resolution.

In both cases, every type of decision can be taken by a simple majority. In **Germany**, however, amendments to the declaration of partition must be adopted unanimously.

As for **Italy**, the country provides for very high majorities on the first call. In fact, for the GB to decide, is required a majority of votes cast, representing at least half of the value of the building in terms of shares (thousands) owned. The high majority required therefore makes difficult to take decisions on first call. On second call, however, the majority is lower: it is needed the majority votes cast which all together represent at least one third of the value of the building, always in terms of thousands owned [16].

By contrast **Poland** has a quite different system. It differentiates between MUB models with three or less units (small communities) or with more than three (large communities). Furthermore, it also classifies decisions into two categories “ordinary management” and “extraordinary management”. In small communities, for ordinary management decisions it is required to have a majority consent calculated on the basis of share values, whereas for extraordinary management actions the system requires unanimity. On the other hand, when it comes to large communities, ordinary management resolutions are carried out by the elected management board, i.e. the executive board,

whilst extraordinary decisions require a resolution of the majority of unit owners (regardless of whether they attended the meeting or not) calculated on the basis of share values. The Polish legislation also provides for a list of exemplary matters classified as extraordinary management.



[16] According to Italian law, the ownership quotas in a MUB are represented by the so called “tables of thousandths. These tables express those quotas as a ratio between the values of each unit and the value of the entire building, which is set equal to one thousand.

MAJORITIES TO TAKE FREQUENT OR FUNDAMENTAL DECISIONS FOR A MUB

To repair an elevator	
BE	2/3
FI	50%+ of the votes cast.
DE	50%+ of the votes cast.
HU	50%+
IE	50%+ of the votes cast.
IT	On second call, 50%+ of the votes cast and 1/3 of the value of the building.
NO	No vote, maintenance is mandatory.
PO	Ordinary management: small community – majority based on share value; large community – decision of the management board.
ES	No vote, mandatory on the basis that the repair of the elevator, being a measure of conservation of a service that is necessary to comply with the conditions of universal accessibility, is required by law.

To carry out major reparations in the roof	
BE	2/3 or 50%+ depending on the repair.
FI	50%+ of the votes cast.
DE	50%+ of the votes cast.
HU	50%+
IE	50%+ of the votes cast.
IT	On second call, 50% +1 of the votes cast and 1/3 of the value of the building depending on the size of the intervention.
NO	No vote, maintenance is mandatory.
PO	Extraordinary management: Small community – unanimity; large community – majority of votes of all unit owners calculated on the basis of the shares they have in common property.
ES	No vote, mandatory on the basis that a major repair of the roof, being a measure of conservation of a common element necessary to comply with the conditions habitability, is required by law.

To sell, rent or use a common part

BE	To sell 4/5; to rent/use 2/3
FI	To sell unanimous decision of the General Meeting and consent of all the shareholders is required.
DE	50%+ of the votes cast.
HU	To sell unanimity; to rent/use 50%+, as per the founding document.
IE	50%+ of the votes cast.
IT	To sell unanimity; to rent a 50%+ of the votes cast and at least half of the value of the building; to use nothing.
NO	2/3 of votes cast in the GB.
PO	Extraordinary management: small community – unanimity; large community – majority of votes of all unit owners calculated on the basis of the shares they have in common property.
ES	To sell/use unanimity; to rent 3/5 of the total of owners, in number and participation shares.

To install a ramp for an owner with disability

BE	Mandatory by law
FI	50%+ of the votes cast. Also, the owner with disability has the right to install the ramp at their own expense and the housing company's approval if there is no specified reason to prevent the instalment.
DE	50%+ of the votes cast. Each owner has a right to install one should they bear the costs.
HU	50%+
IE	50%+ of the votes cast and at least half the value of the building.
IT	No vote. The owner with disability has the right to install a ramp.
NO	2/3 of votes cast in the GB.
PO	Ordinary management: small community – majority based on share value; large community – decision of the management board.
ES	No vote, mandatory on the basis that the installation of a ramp being a measure to achieve the conditions of universal accessibility, is required by law. However, if the installation of the ramp does not constitute a reasonable adjustment (meaning the cost exceeds 12 monthly payments of ordinary common expenses), it requires the favorable vote of at least simple majority of the total of owners, in number and participation shares.

To undertake energy efficiency improvements

BE	2/3 or 50%+ if works are mandatory by law.
FI	50%+ of the votes cast if the shareholder's obligation to pay does not reach an unreasonable level.
DE	50%+ of the votes cast.
HU	50%+
IE	50%+ of the votes cast.
IT	On 2nd call 50%+ of the votes cast and at least one third of the value of the building.
NO	2/3 of the votes cast.
PO	Ordinary management: small community – majority based on share value; large community – decision of the management board (depending on the costs repairs may be seen as extraordinary management)
ES	3/5 of owners, in number and participation shares, for modification of the membrane to assure insulation to improve energy efficiency, or for equipment or systems [17] to improve energy or water efficiency. 1/3 of owners, in number and participation shares, for renewable or collective energy supplies that only affect those voting for it. Simple majority of owners, in number and participation shares, for works or measures that contribute to the improvement of accreditable energy efficiency.

Approval of the Internal Regulations related to the use of the swimming pool

BE	50%+
FI	50%+ of the votes cast.
DE	50%+ of the votes cast.
HU	50%+
IE	50%+ of the votes cast.
IT	On 2nd call 50%+ of the votes cast and at least half of the value of the building,
NO	50%+ of the votes cast.
PO	Ordinary management: small community – majority based on share value; large community – decision of the management board.
ES	On first call 50%+ in number and participation shares; on second call 50%+ of the votes cast in number and participation shares.

[17] Which are accompanied by subsidies set out in Royal Legislative Decree 19/2021 (of 5 October, on urgent measures to promote building renovation activity in the context of the Recovery, Transformation and Resilience Plan).

To modify the bylaws	
BE	50%; 2/3 or 4/5 depending on the change.
FI	50%+ of the votes cast.
DE	Unanimity
HU	Unanimity
IE	50%+ of the votes cast.
IT	On 2nd call 50%+ of the votes cast and at least half of the value of the building.
NO	2/3 of the votes cast.
PO	Extraordinary management: small community – unanimity; large community – majority of votes of all unit owners calculated on the basis of the shares they have in common property.
ES	Unanimity of owners
To extinguish the Multi-Unit Scheme	
BE	Unanimity
FI	Unanimity and the consent of other shareholders.
DE	Unanimity
HU	Unanimity
IE	50%+ of the votes cast.
IT	On 2nd call 50%+ of the votes cast and at least half of the value of the building,
NO	Eierseksjonssameier unanimity; cooperatives 2/3 of the votes cast on two consecutive general assemblies.
PO	Extraordinary management: small community – unanimity; large community – majority of votes of all unit owners calculated on the basis of the shares they have in common property
ES	The extinction of the MUB by destruction of the building (i.e., when the cost of reconstruction exceeds 50% of the total value of the building) is automatic and does not require the approval of the GB (no owner is obliged to pay for its reconstruction). The extinction of the MUB by its conversion into ordinary co-ownership requires the unanimous approval of the total of owners, in number and participation shares. Exception: when it is the result of awarding to one of each dwelling and premises (i.e. the now sole owner of the building has previously negotiated with each of the previous owners).

Table 16: Majorities required to take fundamental decisions for a MUB

HOW ARE DECISIONS ISSUED BY THE GB COMMUNICATED AND ADVERTISED?

After coming to a decision in the GB, it is crucial to make them knowable by all persons who are interested in that or who can be affected by them. Even if the objective is the same in all countries, the forms through which they to advertise and communicated these decisions change from one to another.

In **Germany**, is amongst the administrator's tasks to in a collection of resolutions, which are then freely accessible by owners. A similar regime applies in **Norway** and **Finland** too. With regards to the former, the board must keep a protocol which is made available for all the owners.

In **Finland** instead, it is a duty of the chairperson of the GB (and not of the executive body as for Germany and Norway) to keep the minutes of the meeting, that must be made available for all owners four weeks after the meeting, at latest.

Also in **Poland** minutes are kept, but there is not any duty of notifying them.

A similar approach is followed by **Hungary**, where decisions are posted by the joint representative on a dedicated board or wall within the MUB. Owners can read and make copies of the decisions recorded in the register kept.

In **Ireland**, all information is kept by the Owners Management Company which makes the AGM minutes available to all members before the next AGM.

An explicit obligation of notifying and sending the minutes is nonetheless present in other countries. This is the case of **Italy**, where minutes are sent to owners and people interested, but also of **Spain**, which requires for sending the minutes, and only in case of impossibility to notify in this way, they must be posted on the board of the community. Also, **Belgium** prescribes for a duty of sending minutes, within one month following the meeting, at latest.

IN CASE OF DISAGREEMENT WITH THE DECISIONS OF THE GB WHICH ACTIONS CAN BE PURSUED?

Are there ways, internal, informal, or judicial though which a decision of the GB can be challenged? What can I do if I was absent, or I did not agree with a taken decision?

One fundamental principle, common to all countries, is that decisions taken during the GB's meetings must be implemented.

However, countries also set out ways to challenge the decisions in certain situations.

COUNTRIES WHICH PROVIDE FOR JUDICIAL WAYS TO CHALLENGE DECISIONS

Most countries, however, provide for means, usually judicial, to challenge or dismiss decisions owners did not agreed with. This is for example the case of **Italy**.

In **Belgium** decisions can be annulled or modified by the judge of the peace. The annulment request of a decision is possible

for any owner who was absent or voted against, if the decision might have been irregular, fraudulent, or abusive.

Hungary also has a similar regulation, and decisions regarding which owners disagree can be challenged before a court within 60 days.

In **Spain** an absent or dissenting owner can challenge a decision before a judge, whenever they think it was contrary to the Law or the bylaws, seriously detrimental to the interests of the community, seriously prejudicial to their interests or constitutes an abuse of rights.

When it comes to decisions requiring unanimity or a special majority, the absent owner has 30 days to express their negative or positive vote. In the first case, they will oppose the decision, whereas in the second they will definitely confirm it. Usually, if the absent owner does not provide for a vote, it will be presumed to be in favor of the decision. However, there are also cases (installation of common infrastructure for telecommunications, solar energy, and energy supplies, adaptations and innovations not necessary for the conservation, safety, habitability, and accessibility of the building the division, aggregation or segregation of dwellings and premises, the construction of new floors and any work involving private use) in which absentee votes shall not be counted and only the votes of the owners in attendance shall be considered.

In **Ireland**, the legislation provides for any member to take a case against the OMC in the Circuit Court. Section 25 of the MUD Act allows any member to take legal action against the OMC.

COUNTRIES THAT DIFFERENTLY IMPLEMENT DECISIONS AMONGST OWNERS

In **Germany**, there is a different system in place in which constructive measures, will be paid only by owners who voted for them. As counterbalance rule, they will be the only ones with the right to use them. However, if the decision was taken by a large majority, all owners must pay for it and may use it.

DOES A STATUTE OF LIMITATIONS EXIST TO START A JUDICIAL CLAIM?

Statute of limitations

BE	4 months
FI	3 months
DE	Rescission: 1 month after adoption of the resolution (filing), 2 months (justifying)
HU	60 days
IE	Legal action in tort and contract must be brought within six years
IT	30 days from the meeting for owners who were present, and from the reception of the minutes for those who were absent
NO	Eierseksjonssameier: no Cooperatives à 30 days
PO	6 weeks after the resolution passed
ES	3 months from the adoption of agreements that are seriously detrimental to the interests of the community. 1 year from the adoption of agreements contrary to the law or bylaws.

Table 17: Statute of limitations to start a judicial claim

HOW TO SOLVE CONFLICTS BETWEEN THE OWNER OF A UNIT AND THEIR TENANTS REGARDING GB'S DECISIONS?

Overall, the conflicts between owners and tenants are considered an internal matter between them, and therefore in most cases there are no explicit rules in MUB legal frameworks to address this type of tenancy issues.

However, in some countries there are cases, provided by law, bylaws or case law, in which there are some obligations towards tenants or some rights or faculties that they can claim towards the MUB.

In **Belgium**, for example the landlord must notify their tenant, if not share the minutes as a whole, at least all decisions of the GB likely to affect the enjoyment of the common and private areas.

In **Hungary** tenants are also allowed to sue the MUB before a court, if the decision of the general meeting conflicts with the law, the founding document or the organisational and operating regulations or involves a significant harm to the legitimate interests. This option is something that with regards to the Hungarian system can be carried out only if a decision is related their occupation. In that case the tenant must go before the Judge of the Peace within the 2 months of the notification that was made to them if they want to change the situation.

Finally, in Spain, tenants are offered some form of protection by Spanish courts through their case law, which has sometimes

entitled them to take legal action against the MUB for damages caused by the breach of its obligations of maintenance and conservation of the common elements. In this case, although the tenant is not legitimised to challenge the resolution adopted by the GB, they can sue the MUB for damages caused by such a decision

WHICH ARE THE EXECUTIVE BODIES OF THE MULTI-APARTMENT OWNERSHIP STRUCTURE?

Another fundamental part in the managing/governance of a MUB model are executive bodies. Sometimes they are unipersonal, and some others they form a board. Even though their tasks vary from country to country, they are mainly in charge of the ordinary and extraordinary administration, and they also execute the decisions taken in the GB. Sometimes these bodies are internal to the community of owners or to the MUB model, and one of the owners can also have such a role. However, in other cases there might also be the presence – mandatory or facultative - of professional managers, which can either be the only executive body of the MUB or be appointed on top of the internal executive body. They face different types of liabilities, have different procedures to be appointed and removed. In addition, they also represent the MUB model towards third parties by default.

The table below gives a visual overview of some main features of this type of bodies.

BELGIUM	
Executive bodies that execute GB's decisions	Syndic (mandatory)
Professional or internal	Can be both
Appointment / Removal	By decision of the GB voted with absolute majority (50% +1)
Representative of the MUB before third parties	Syndic
Liability	Liability for mistakes causing damage to the MUB or owners and based on contractual obligations.
FINLAND	
Executive bodies that execute GB's decisions	<ul style="list-style-type: none"> • Board of Directors and its Chairperson • Property Managers
Professional or internal	<ul style="list-style-type: none"> • Board of Directors are usually internal but can be professionals too. • Managers are professionals
Appointment / Removal	<ul style="list-style-type: none"> • The GB appoints and removes members of the Board of Directors • The Board of Directors appoints and removes the manager
Representative of the MUB before third parties	Board of Directors. The representation regime of the MUB before third parties can be found in the bylaws.
Liability	Liability for deliberately or negligently caused damages to the housing company, shareholders, or third parties (for the Board of Directors and managers).
GERMANY	
Executive bodies that execute GB's decisions	<ul style="list-style-type: none"> • Administrator • Certified Administrator (from 1 December 2023) (facultative)
Professional or internal	Certified administrators are professional external to the structure.
Appointment / Removal	By resolution of the Owners' Meeting.
Representative of the MUB before third parties	Administrator
Liability	If the administrator (certified or not) intentionally or grossly negligently violates their duties, he can be held liable.

HUNGARY	
Executive bodies that execute GB's decisions	<ul style="list-style-type: none"> • Joint Representative • Managing Board • Managers (facultative)
Professional or internal	Managers are external professional bodies.
Appointment / Removal	Each body is elected by the GB with a simple majority.
Representative of the MUB before third parties	Joint Representative or Managing Board
Liability	<ul style="list-style-type: none"> • Joint Representative and Managing Board are liable to the GB • Managers are liable to the Civil Code, condominium act, founding documents, rules of operations and to rational management principles
IRELAND	
Executive bodies that execute GB's decisions	Board of Directors of the OMC, who are elected at the AGM by members and who may employ Managing Agents – who are property professionals.
Professional or internal	There is a registration system for persons who undertake such property management roles requiring a licence from the Property Services Registration Authority (who publish a website listing all license holders).
Appointment / Removal	Appointed by the Directors of the Owners Management Company.
Representative of the MUB before third parties	The Owners Management Company (OMC) as a limited company is legally responsible but often engages specialist lawyers for representation.
Liability	Managing Agents must be licensed by the Property Services Regulatory Authority and comply with regulations under the Multi-Unit Developments Act 2011. They can face legal sanctions and contribute to a compensation fund, but ultimately the OMC is liable.
ITALY	
Executive bodies that execute GB's decisions	Administrator (mandatory for MUB models with more than eight owners)
Professional or internal	Can be both
Appointment / Removal	Majority of the votes cast representing at least half of the value of the building
Representative of the MUB before third parties	Administrator
Liability	Simple negligence

NORWAY	
Executive bodies that execute GB's decisions	<ul style="list-style-type: none"> • Elected Board and its Leader • Managers (facultative)
Professional or internal	-
Appointment / Removal	The Board is elected by the GB and managers are elected by the Board
Representative of the MUB before third parties	Elected Board and its Leader
Liability	Full liability for their misconducts
POLAND	
Executive bodies that execute GB's decisions	<ul style="list-style-type: none"> • Management Board (MB), or alternatively, • Professional Manager (PM) (facultative)
Professional or internal	The MB may only be comprised of physical persons who are unit owners or third persons. The PM is external and may be a physical or legal person
Appointment / Removal	The MB is chosen by the community of owners, who may also remove its members by taking a resolution. A PM may be selected already at the stage of establishing separate ownership of the first unit in the building. The choice is binding towards successive owners of other units. The PM may be removed by a resolution of unit owners, who may also decide to select a MB, instead of hiring a PM. A mandatory manager will be appointed by court at the request of any unit owner, if there is no MB or PM, or their actions violate rules of proper management.
Representative of the MUB before third parties	Management Board Professional Manager, if one has been selected
Liability	Organisational, civil, and criminal liability (for both)
SPAIN	
Executive bodies that execute GB's decisions	<ul style="list-style-type: none"> • President • Professional property manager (facultative)
Professional or internal	The president is always internal while the professional manager is external.
Appointment / Removal	The president may be appointed by election of the Board of Owners or, by means of a rotating ballot or drawing of lots, and its appointment is obligatory. The professional manager may be contracted by the decision of the GB.
Representative of the MUB before third parties	President
Liability	Civil and criminal for damages/losses caused due to willful or negligent breach.

Table 18: Executive bodies of MUBs

COUNTRIES WHERE AN EXECUTIVE BODY CAN EITHER BE A PROFESSIONAL MANAGER OR A NON-PROFESSIONAL INTERNAL PERSON

In some countries, it is only possible to have one executive body at the time. However, the GB can choose to use an internal body or an external professional manager. Sometimes they have the same name, whereas in other cases they have different titles.

An example of such an approach is present in **Belgium**. There, the only executive body is the **Syndic**, which can either be internal to the MUB or external. It is appointed and removed by decision of the GB voted with absolute majority of owners (50%+1). The Syndic's liability has a contractual nature, given that it is based on a contractual obligation. The Syndic is liable for mistakes causing damage to the multi-unit ownership or owners.

In **Germany** a similar regime also applies the executive body there is called **Administrator**, and it can be internal, or external. From December 1st, 2023, there will also be the possibility to choose a certified **property manager**, which is a professional external to the community of owners. The administrator is appointed and removed through a resolution of the GB, and it is liable if it intentionally or grossly negligently violates his duties. They can coordinate with other bodies through a (**Management advisory board**), whose appointing is not compulsory, but often represents a link between the community and the administration.

In **Italy**, there is a similar regime. The "Condominium Administrator" (or simply administrator) is the only figure issued by

Law to execute the decision taken in the GB as well as to carry out the whole management of the community and of the building and it is mandatory to appoint one only for MUB models with more than eight owners. It is mandatory to appoint an administrator only when the owners in a given MUB are more than eight. They can be held liable for simple negligence while exercising their duties.

Poland follows the same approach too. The MUB model can choose between a **management board**, internal to the community, or external professional **managers**. The latter is appointed in two different ways: either by an agreement establishing separate ownership of the first unit in the property or by a resolution of the residential community, confirmed by a notary. Both bodies also bear organisational, civil, and criminal liability. Both figures also have the same goal: the effective representation of the housing community outside as well as the management of the community's affairs.

COUNTRIES WHICH CAN HAVE AN INTERNAL NON-PROFESSIONAL EXECUTIVE BODY AND A FACULTATIVE PROFESSIONAL MANAGER

Moreover, there are also countries in which an internal executive body is mandatory, but the MUB may also choose to appoint external professional property managers on top of the internal body.

Hungary for instance follows this path. Apart from a Joint or Common Representative and a Managing Board, which are the internal executive body of the community, it can be decided to have also external Managers. Both the internal and

the external ones are elected by the GB with a simple majority. Nonetheless they have two main differences. The first concerns the external representation of the MUB towards third parties, which is granted only to the Joint/Common Representative or to Managing Board, whilst managers do not have such a competence.

It should not be confused with joint representation, which is an elected office that is considered the organisation of the condominium. The MUB's manager is not part of the organisation of the MUB, does not represent the MUB, and its legal relationship is not established by election, but by contract. The second is about the types of liability that the two bodies have to bear. The internal one bears a general liability towards the GB, whereas the managers are punishable for violations of the Civil code, condominium act, articles of the founding documents, rules of operations and rational management principles.

Finland also pertains to this group. There the executive body is called **Board of Directors**, and it is an internal body elected by the GB. It also has a **Chairperson** to lead its meetings. However, the Board of Director can also appoint a professional **manager**. Both the Board of Directors and the managers hired by it are liable for deliberately or negligently causing damages to the housing company, shareholders, or third parties.

In **Norway** the regime is almost identical to the Finnish one. An **Elected Board** is the internal executive body. It has a Leader to chair meeting, and it has the competence of representing the community towards third parties. The Board can appoint external **Managers** in addition. Both the

Managers and the Board are fully liable for any misconducts.

In **Spain**, the community of owners is usually managed by its **President**. This figure has a prominent role in Spain; it is appointed by election of the GB among the unit owners within the MUB or, as an alternative, by means of a rotating ballot or drawing of lots, and its appointment is mandatory. As a faculty, the GB can also choose to appoint an external professional property manager. In that case the President will be still in charge for all tasks not involving the role of the property manager. Both figures are civilly and criminally liable for damages and losses caused to the community of owners due to wilful or negligent breach of duty.

COUNTRIES WHICH ONLY HAVE PROFESSIONAL MANAGERS

In **Ireland**, finally, there is only one type of executive body of the MUB model, it shall be a professional manager. In fact, the Owners Management Companies, apart from the case of small communities, hires **Managing Agents**, which need to be also appointed by members of the company at the Annual General Meeting (AGM).

This body is in charge of all the executive affairs and management for the Owners management Company, and it also represents the OMC towards third parties. Managing Agents must be licensed by the Property Services Regulatory Authority and comply with regulations under the Multi-Unit Developments Act 2011. Furthermore, they can face legal sanctions and contribute to a compensation fund.

HOW CAN I FIND A PROFESSIONAL PROPERTY MANAGER?

A very practical question is how to find a professional property manager in my country. In some countries this information can be found on internet.

This is the case of Belgium ([Professional Institute of Real Estate Agents](#)), for Finland ([Isännöintiliito](#) and [Hae isännöintiä](#)); for Norway ([Agio Forvaltning](#), [Enqvist](#), and [Obos](#)) and Poland ([Centralny Rejestr Zarządców Nieruchomości PFRN](#)).

In Germany there are manager associations where property managers are listed. The same applies to Ireland where professional property managers must be registered with the [Property Service Regulatory Authority](#) and to Spain, where they can be chosen from the list of Territorial Associations of Property Administrators.

In Italy, the national association of Real Estate Property (CONFEDILIZIA) has a specific [register](#) that can be consulted in this regard. In Spain, there is an official Board of Property Managers ([Colegios de Administradores de Fincas](#)).

HOW CAN I KNOW WHO MANAGES MY MUB?

In **Germany** information regarding who manages the MUB model is usually communicated to the buyer upon purchasing the unit upon purchasing the unit. A similar approach is followed by **Poland**. There, the first agreement between the developer and the first buyer of a unit usually specifies the method of management and may indicate the manager's name.

Other countries communicate the type of managing as well as the single persons carrying on that task in the GB. This is the case of **Italy**, where information can be obtained from the notice convening the GB, but also of **Hungary**.

In other cases, it is necessary an enquiry to have such information. In **Spain** owners can inquire the President of the MUB to tell

them who is the property manager (although it is common that queries by owners are communicated to the President which, in turn, informs the manager) or of **Norway**, where inquiries are addressed to the board.

In **Ireland** and **Finland** conversely, information is provided by the seller, selling agent or solicitor during the purchasing process, whereas in **Belgium** and **Finland** it is common that there is a specific physical board in the lobby of the building or a website displaying name of manager (it can only be used for an internal use in Finland).

WHO CHECKS THE MANAGER'S WORK AND HOW?

In **Belgium**, the GB and auditor are responsible for checking the work of the syndic. Its liability is determined through a decision of the GB and a judicial procedure, in fact a judge has to assess potential errors, faults, and damages.

In **Finland** the Board of Directors is responsible for checking the work of the manager. In **Germany** additionally, all administrative documents can be viewed by owners who can then assess the work of the manager.

Hungary has a specific Audit Commission regulated by the Condominium Act oversees

the work of property managers and in **Ireland** all information is provided by the selling agent or solicitor during the purchasing process.

In **Italy**, the GB has a power of control, and the appointment of a condominium council or auditor can assist in this role.

Norway does not allow owners to directly check the work of the manager but they have to rely on reports provided by the board in general assemblies.

In **Poland**, the MUB can order an audit if the manager's work is questionable, whereas in **Spain**, control and supervision of the property manager is exercised by the GB and the President but also individual owners can request control or supervision.



CHAPTER 5



AFTER THE SALE OF THE UNIT

CAN I CLAIM UNUSED MONEY BACK?

GENERAL RULE

Usually, it is not possible to pay a given co-owner back with the money they put into the funds of the MUB model/structure once they sell their unit. In fact, once they pay a certain amount of money to the MUB model/structure, that is considered as a general rule part of “its capital”, and the fact that it was spent or not by the competent bodies does not have any relevance in that regard.

However, the Law in some countries provides for exceptions or way out to get that unused money back that formally speaking stopped belonging to the single owner and started being part of the scheme’s patrimony.

EXCEPTIONS

Working funds vs reserve funds

Belgium provides the first exception, which distinguishes between working funds and reserve funds within the scheme’s patrimony.

The reserve fund is composed by payments made by all owners to pay all kinds of extraordinary expenses. This type of fund cannot be reimbursed to the co-owner who decides to sell their unit, thus it will remain for the benefit of the multi-unit ownership.

On the other hand, working funds can be paid back to the seller. These types of funds are meant to pay all ordinary expenses, and they are shared between the seller and the buyer according to the actual time of ownership.

Private negotiations

In Belgium, Germany, Poland, and Spain it is also possible to obtain money which was not used by the MUB model/structure through private negotiations between the seller and the buyer. The two parties can indeed negotiate the final price for the sale also by taking into account the amount of that money. However, in Spain the community can only have a relationship with the owner at the time of the sale, so that the negotiation between the seller and the buyer does not have to affect him. Furthermore, the reserve fund must (by legal requirement) be endowed with an amount that cannot be less than 10 per cent of the last ordinary budget.



Can you have the unused money back?

BE	YES through private negotiations for working and reserves funds. However, the money in the working fund will be returned in whole or in part - depending on the amounts still owed by the co-ownership to the selling co-owner, with the buying co-owner responsible for reconstituting the existing working capital. The reserve fund, on the other hand, remains with the MUB, which returns nothing; the seller and purchaser may agree between themselves to return it.
FI	NO
DE	YES through private negotiations
HU	YES through private negotiations
IE	NO
IT	NO
NO	NO
PO	YES through private negotiations
ES	YES

Table 19: Reclaiming unused money

POTENTIAL LIABILITY OF THE PROPERTY SCHEME OR OF THE UNIT FOR DEBTS DUE TO THE CONDOMINIUM AND PERSONAL LIABILITY: ON THE SELLER OR ON THE BUYER?

Another interesting topic is what happens, when after a sale, there are still debts due to the condominium. In that case, can they be attributed to the property/unit per se? And if it is not possible to attribute those debts to the property, will the seller or the buyer be personally liable for them?

In all countries included, with the exception of **Finland**, the unit cannot be charged with debts and then the liability is always a personal one due by buyer or by the seller. In **Finland** in fact property (the unit) is still liable for the debts due to the multi-unit scheme/structure after the sale. In **Germany**, However, obligations of the departing owner that arose prior to the change of ownership remain in effect. If, for example, the owner who has left the community has not fulfilled his payment obligations in accordance with the business plan or the accounts for the previous years, the community can assert payment claims against him even after he has left the community.

In **Italy** and in **Hungary**, the buyer is personally liable for debts due to the condo-

minium structure. The buyer then has the faculty to claim in turn that money to seller. So, the buyer is liable towards the condominium structure, and the seller in turn to the buyer.

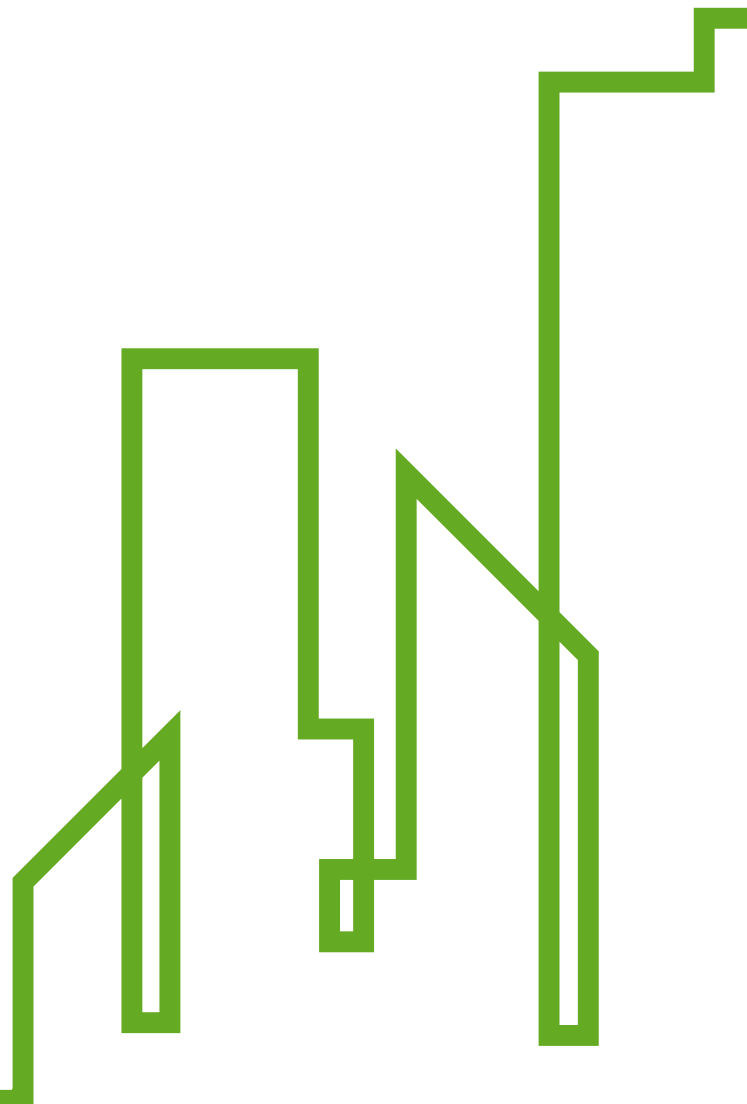
In **Poland** the unit per se cannot be charged for debts, and the seller remains liable for all the debts due to the condominium scheme/structure. However, after the sale also the buyer bears liability, not for debts directly due to the condominium scheme but in case of mortgages, the payment of whose remains on the unit, and therefore fall on the new owner.

In **Spain**, the liable person is the one who was the owner at the time the debt arises, i.e. the seller (personal obligor), as his obligation to pay is not extinguished by the sale of the unit. However, the Law establishes also a special guarantee on the dwelling or business premises for the collection of the amounts owed to the community for the year in which the sale took place and the 3 previous years, regardless of who the owner has been. So the property is still liable when it is sold, but the buyer is not with his other assets (because he is not the personal obligor), for the debts of the current year and the 3 previous years, and not for others. The charged unit can be foreclosed by the MUB.

In Belgium, after the sale, in the event that unpaid charges have not been clearly attributed by the EB as a debt of the seller for their lot existing at the time of the sale, these amounts are likely to be presented subsequently to the GB's meeting.

The GB could decide then to write them off as losses and profits supported by all the owners, and therefore in particular payable by the buyer.

On the other hand, **Ireland** follows different patterns. In fact, new buyers have to sign both the purchase contract and the contract/covenant to enter into the Owners Management Company, and abide by its Rules, which is linked to the final sale contract. To finalise the contract with the OMC, all debts need to be discharged by the seller, as the purchaser will be advised not to complete the sale if there are outstanding debts to the OMC these must be pursued against the seller, and not the buyer.



WHAT IS THE TIMEFRAME FOR OBTAINING MONEY THROUGH A JUDICIAL CLAIM ISSUED BY THE GB?

Another very relevant piece of information is about the amount of time that each country needs to finalise a judicial claim issued by the MUB to recover money from a debtor. This is particularly crucial because the longer a judicial system needs to finalise such a legal claim, the more probable an owner can expect the MUB to ask for additional money, in order to fix the delay in recovering money given the slowness of the system. Of course, the internal design and structure of each country's judicial system affect the efficiency and speed of the process, and the situations between countries is very much diversified.

On the one hand, **Germany, Ireland, Italy, Poland** and **Hungary** are the slowest for these kinds of judicial claims. The average time to complete such procedure is not even counted in months, but in years, given the overall overloading of courts in the countries as well as for the complexity of the file.

In **Italy** then, the procedure becomes even longer and more intrigued when it is needed to reach the auction of the property. In **Ireland**, in addition, money is recovered in most of the cases only at the time of the sale of the unit.

Whilst in **Belgium** the duration of a legal case can vary very much, **Finland, Norway** and **Spain** have way quicker procedures.

In **Finland** and **Norway** the legal procedures are indeed quicker, lasting approximately some months (between six and nine in **Norway**, and variably depending on the given court in **Finland**).

Spain has the quickest system for this type of claim (Proceso monitorio). A recently introduced new procedure allows to recover the money within 3 to 7 months. The speed of such a procedure is due to the fact that it has priority over other claims, as long as it refers to money due to the community in the previous three years since the file was issued. Furthermore, the procedure at hand forms a special order of payment allowing it for a smoother outcome.



Time to recover the money...			
	1 year or more	Some months	Variable
BE			X
FI			X
DE	X		
HU	X		
IE	X		
IT	X		
NO		X (6-9)	
PO	X		
ES		X (3-7)	

Table 20: Timeframe for obtaining money through a judicial claim issued by the GB

CHAPTER 6



LIFE IN MUBS: PRACTICAL CASES

In this chapter, we'll explore practical cases that delve into common issues or grey areas faced by owners in MUBs. We'll outline how these situations are typically handled in the countries we've examined.

The cases will cover questions such as owning pets, renting your apartment to tourists, or starting a business in your unit. By doing so, you'll gain a better understanding of how MUBs work and what to expect if you have similar questions. However, remember to always check your own structure's internal regulations for specific guidance.

PRACTICAL CASE 1: CAN I HAVE PETS AND FEED STRAY ANIMALS?

Having a dog, a cat or other domestic animals, sometimes very exotic ones, is a legitimate and growing request among the persons who live in MUBs. In addition, the feeding of stray animals is commonly practiced in many countries. Nevertheless, not every owner might be happy about the stray cats outside their door, and because of this it is good to familiarise yourself with the regulations of your structure on this point.

YES for keeping pets in private units... as long as it is in compliance with bylaws and non-condominium legislation such as the Animal Welfare Law.

Nonetheless, the type of animal than can realistically be allowed can be restricted. In this sense, animals that are not defined as 'pets' or are prohibited to be kept as pets by each national Animal Welfare Law can be prohibited. Moreover, pets should not cause discomfort to residents of the MUB. In addition, internal stipulations could impose restrictions on the keeping of pets.

Whereas some countries like **Hungary** have provisions that in general could allow pets in common areas, most countries limit the keeping of pets to the private sphere. In **Ireland**, the House Rules govern the situation.

Italy has a clear cut and exceptional regulation in this case. In 2012, a reform of the Italian civil code introduced the provision according to which no bylaws can prohibit owners to have pets [18].

Usually it is a NO regarding the feeding of animals... however some exceptions may apply.

Most countries either have an explicit prohibition of the feeding of stray animals (e.g. pigeons on balconies) or have the potential to restrict this activity if necessary. Reasons for this can include inconvenience or discomfort for fellow residents, or non-compliance with Municipal Ordinances regarding public health and safety.

[18] See art. 1138(5) of the Italian civil code.

Conversely, countries like **Poland** and **Finland** do not impose any restrictions on residents to feed animals if they so choose to.

Regardless, it is always suggested to check local House Rules or bylaws to confirm what is or is not allowed in this regard.

PRACTICAL CASE 2: CAN I ORGANISE A BARBECUE AND INVITE FRIENDS?

When becoming part of a MUB, you will most likely want to invite friends and family over. Particularly in the summer, organising a barbecue will be tempting.

However, as the smoke and smell emanating from a barbecue might affect other people, it is good to be aware of potential restrictions. As such, we have provided you with information whether you are allowed to have a barbecue in private and common areas.

YES in a PRIVATE UNIT... provided that one is considerate, does not disturb other residents' peaceful enjoyment and respect the bylaws and safety rules.

In all countries, organising barbecues and inviting friends to one's private apartment or premises is allowed. Restrictions could amount to arbitrary interference with the right to privacy of the owner/occupant and the right of free movement of authorised visitors. However, restriction following internal regulations and community bylaws might apply on a case-by-case basis.

In addition, there are certain restrictions and considerations related to noise, disturbance, and safety (avoiding excessive noise during rest periods – usually during the night). It is not excluded that neighbours claim that the daily or weekly barbecues cause discomfort or pose a danger (smells, smoke, noise, fire risk), requesting the exercise of the action of cessation. Such situations can lead to legal dispute between the owners. Excessive noise, smells and smoke produced both by barbecues and parties are considered in jurisprudence as immersions that can violate the rights to privacy, inviolability of the home and physical integrity.

NO in COMMON AREAS... except if allowed!

Generally, doing so in the common areas would normally require an authorisation of the GB or should be allowed by the bylaws (e.g. the existence of dedicated areas in a common garden).

PRACTICAL CASE 3: CAN I WALK AROUND NAKED?

One of the benefits of being a homeowner is that you enjoy full rights over your private unit. This could propel you to make yourself as comfortable as possible, which could include walking around naked in your home. You might even be so brave enough as to consider doing this in common areas. Nonetheless, it is good to be aware of possible restrictions to these activities.

YES in PRIVATE AREAS, NO in COMMON AREAS

The rules here are similar everywhere, existing or walking around naked within the confines of one's own private property, such as inside an individual apartment or house, is generally allowed and protected by the right to privacy.

Nudism in the common areas, however, can be subject to an attempt to public order, and engaging in indecent behaviour in public spaces may result in penalties or legal consequences. Even in spite of the legislative omission and the impossibility of applying the public order rules in private spaces, nudism in the shared areas could contradict the general obligation that all owners and occupants have to use the common parts in a rational manner and without affecting the coexistence in the community. In some cases, however it might be allowed by the bylaws or in specific areas (for example in a common sauna).

PRACTICAL CASE 4: CAN I RENT OUT MY PREMISES TO TOURISTS?

With the explosion of short-term touristic rental in Europe, the presence of tourists in residential buildings and the disturbance that might occur is increasingly becoming a source of disagreement. More and more countries and local authorities in Europe are setting rules for short term rental (limiting the numbers of nights a year a property can be rented out for short term rental purposes, require registration or authorisation from local or competent authorities, etc.). If you are considering renting out your property to tourists, it is

next to the local and national legislation, good to know if your structure has already decided upon restrictions.

Generally, YES but restrictions could apply.

Overall, it is in principle allowed to rent out private units to tourists.

All countries in principle allow for the renting out of private units to tourists. However, restrictions such as the maximum number of days the property can be rented out may apply. **Regardless, local and national legislation often holds the most power in this front.** Nonetheless, in countries like Spain, Germany, Norway, Belgium and Ireland in addition to local and national legislation, planning and condominium bylaws could introduce restrictions regarding short term rental.

PRACTICAL CASE 5: CAN I USE THE SHARED POOL AFTER THE AGREED HOURS?

In some MUB models the premises might be equipped with a common pool. While it might be tempting to want to use this all day when the weather permits it, it could be the case restrictions apply for whether you are allowed to enter the pool after agreed hours.

NO

This is a clear no in all countries. The community of owners has the right to regulate the acceptable use of the shared services in their bylaws. If an owner wants

to modify the hours of use of the common swimming pool, they must convince and obtain a vote of the owners (the majority would vary from country to country) to change the bylaws. Non-compliance might lead to complaints and eventually legal actions.

PRACTICAL CASE 6: CAN I OPPOSE THE INSTALLATION OF A COMMON PIPE TRANSITING THROUGH THE CEILING OF MY PRIVATE UNIT?

As an owner, you might be confronted with the installation of a pipe which will pass through your private unit. Because of this, it is good to know whether you will be able to oppose the installation or whether you are bound by community rules.

Owners must allow necessary easements for carrying out works and services of general interest to the community, and the installation of a pipe e.g. water pipe linked to the public network of the MUB could be considered as such a service. As it may affect both the private property and the common property, it usually requires a decision of the GB. On a case by case basis, objections might also be addressed.

Reasons to oppose would be:

- damage to the structure of the building;
- if there is a feasible way of installing the pipe without affecting your unit;
- damage to your unit and/or constituting a significant disadvantage (settlement can be found in some cases).

PRACTICAL CASE 7: CAN I DECIDE TO START A BUSINESS IN MY UNIT?

Next to potentially wanting to sell or rent out your unit in a community, you might also be considering using your residential unit (also) for other commercial purposes.

It is important to note that whether you are allowed to convert (completely or partially) your residential unit for commercial purposes (and what kind) and vice versa, depends per country. Due to the lack of uniform coherence between the countries, we have divided the countries according to three categories:

YES, but only for certain professions: Germany, Poland, Hungary, Norway

In **Germany, Poland, Hungary, and Norway** it is in principle possible to utilise your residential unit for commercial purposes. However, this is then limited to specific trades or types of commercial activities. For example, in **Poland** it is not possible to run any business which requires in-person contacts (shops, other kind of services, etc.). However, running an online-only business from your residential unit is perfectly fine.

YES or NO dependent on community regulations: Italy, Spain

In **Italy** and **Spain**, it depends on the explicit prohibition of economics activities through the bylaws as decided by the GB. In the absence of this, you will be able to run a business from your unit.

YES or NO dependent on the purpose of the unit: Belgium and Finland.

In Belgium and Finland, community regulations designate the uses of a unit. As such, if the unit is designated to be used for residential purposes, the unit cannot be used for business purposes. In Ireland, planning laws prohibit running a business in residential accommodation, but many people now work from home, although this is not regarded as running a business.

PRACTICAL CASE 8: CAN I PRIVATISE PART OF A COMMON AREA AND USE IT EXCLUSIVELY?

Although common areas are legally separated from private areas in MUB models, you might be wondering if part of this common area can be converted for private use only. This could for example be the case with a part of a common garden that is in contact with your private unit.

NO

It is a clear no in all countries. Privatising part of a shared area for an exclusive use restricts the rights of other owners. Each owner must use the common elements in a way that does not unreasonably interfere with the use thereof by the other owners, shareholders and occupants.

However, exceptions exist if the constitutive title determines that this area is a common element of exclusive use, as is

occurs in **Spain**. In that case, the owner whom has been assigned to the exclusive use of a common element is obliged to keep it in the same state as received, not being allowed to modify its structure (i.e. owner can install removable and mobile elements that do not imply a structural or aesthetic alteration of the building) without the consent of the GB. In **Belgium**, the private use of a common area is allowed, with the prior approval of the general meeting voted by a special majority and with possible consequences for the distribution of common charges.



BE	YES	This modification to the building is generally subject to planning permission. However, the bylaws or the GB may prohibit this closure. Furthermore, such a modification could have an impact on the unit's cadastral income.
FI	NO	This is not possible at all.
DE	YES	This requires a favourable GB decision, changing the declaration of division of the MUB, which in turns require a unanimous vote.
HU	YES	This requires a community deliberation in the GB
IE	YES	Would require the consent of the GB.
IT	NO	Unless all owners agree, and if it is not prohibited by the local building regulations.
NO	YES	With the consent of the GB.
PO	NO	Unless approved by GB.
ES	NO	Unless it is detachable and movable, or it is accepted by the bylaws or the GB.

Table 21: Possibility to convert a balcony into another private space

PRACTICAL CASE 9: CAN I TRANSFORM A PRIVATE BALCONY INTO ANOTHER PRIVATE SPACE?

Often, a homeowner's private space in a flat can be scarce. Balconies can then offer a good opportunity to transform this area into extra private space, e.g. closing them down.

However, by doing so you might also impact the appearance of the façade of the building, which in turn impacts the common space of the property. Because of this, it is good to know if you are able to do this in the first place, and if so, if you need the approval from the GB.

PRACTICAL CASE 10: CAN I DIG A HOLE IN THE GROUND TO CREATE ANOTHER ROOM?

As a homeowner on the ground floor, you might be wondering whether it is possible to utilise the ground under you to create another room (e.g. a cellar, a parking space). After all, this would provide a good opportunity to extend the area of your home. Nonetheless, strict restrictions could apply in this regard.

NO

It is clear no in all countries. The land under the ground is normally a common area or does not belong privately to the unit owner above. Any work on it to add a new

room implies the transformation of a common part into one for exclusively private use. Doing so might be possible, but it would first require a planning authorisation from the competent authorities, would need to comply with very specific stability and safety requirements, and would require a decision from the GB (majorities are specific to each country). It might require final compensation as it could lead to a change in the share owned by the owners instigating the work.

PRACTICAL CASE 11: DO I HAVE TO PAY FOR THE ELEVATOR IF I LIVE ON THE GROUND FLOOR?

One of the most frequent questions asked by owners is if units on the ground floor must pay elevator fees. After all, whereas the maintenance of the elevator could be costly, they might barely, if at all, use it.

In general, YES, units on the ground floor DO have to pay elevator fees. Nonetheless, exceptions could apply.

The reason for this general answer is that a co-owner may find a reason for not paying for the installation or the maintenance of a common part (e.g. they never swim in the pool, never use the corridor of the 4th floor because as living on the 2nd floor, etc.).

Germany is such exception, a 2020 reform allows subsequent installations in common property to be financed and used only by some owners. They will then bear the follow-up costs. In **Italy** and **Ireland**, exemptions could apply because of established or changing MUB regulations as decided by owners or the contract.

In **Spain**, exemptions could apply for costs associated with the maintenance of existing elevators for dwellings that do not have physical communication with the common entrance to the MUB where the elevator is (i.e. the unit has its own individual entrance door).

PRACTICAL CASE 12: CAN I REQUEST TO ACCESS THE COMMON GARDEN EVEN IF IT CAN ONLY BE ACCESSED FROM A SINGLE UNIT OF THE MUB?

Another instance that could become a legal grey area is whether it is possible to request access to a common garden which can only be physically accessed from a private area (e.g. a MUB unit). After all, although the garden might be common, accessing it could interfere with private property rights. Some countries favour the importance of private property over access to common areas, whereas others provide opportunities to assess the balance between common and private property.



BE	NO	Although there is nothing to prevent a request for access, in practice the request will go unheeded if no easement for the unit (right of way) has been provided for.
FI	NO	
DE	NO	
HU	NO	
IE	NO	
IT	NO	The problem might arise with regard to access to a roof, which may involve the need to pass through someone else's property. In this case, an easement of passage may be configured.
NO	NO	
PO	YES	Provided that it does not interfere with the ownership rights of another unit owner.
ES	NO	

Table 22: Requesting to access the common garden when only accessible from a single unit



PRACTICAL CASE 13: WILL I HAVE TO PAY FOR THE REPAIRS OF THE WINDOWS OF MY APARTMENT?

As windows are common elements of the buildings (i.e. they are part of the façade), but also belong to private units, confusion could arise as to who has to pay for repairs.

Below we have outlined the situation in the different countries, while also offering some further explanation for certain exceptions. In this sense, a distinction can be made between where, as a general rule, the owner pays for the repairs or where the community pays for the repairs.

	Owner	MUB	Remarks
BE	YES	YES	There are windows, frames and panes: bylaws define which elements of the building are common parts and which are private. It is on the basis of this definition that the question can be answered. If it is a private part, it is in fact a component of the unit, and it will be up to the owner to pay for any repairs. If the bylaws are silent or contain contradictions, it is the use to the sole benefit of the lot that determines the private nature of this element.
FI	NO	YES	But responsibility could be shifted to individual owners in bylaws.
DE	NO	YES	Declaration of divisions (MUB constitutive title) could shift responsibility to owner.
HU	YES	NO	The windows of the apartment are not part of the common property in a MUB, so the owners have to pay for the repairs of the windows of their apartments.
IE	NO	YES	The exterior windows are part of the façade and the OMC will have to pay.
IT	YES	NO	Windows in private flats are the property of the individual owners. It goes without saying that they are responsible for their repair or replacement.
NO	NO	YES	The owner is responsible for the glass, the community for the whole window and glass when necessary due to age. Declaration of divisions could shift responsibility to owner.
PO	YES	NO	Windows are treated as a part of the unit. Only their design and colour is seen as a part of the outer wall, so the unit owner is responsible for window replacement and repair, but must keep the design (size of window, colour, division of windowpanes, etc.)
ES	NO	YES	Responsibility could be shifted to owner if they neglected their duty of care or he is the one responsible for breaking it.

Table 23: Payment for repairs of the windows

PRACTICAL CASE 14: WHAT TO DO WHEN THE BUILDING OR A UNIT IS SQUATTED?

It could happen that a temporarily empty unit in a multi-unit homeowner structure is squatted. Following this, it is good to understand what can MUB do about this in order to get the squatters evicted. Below we have outlined per country what course of action you could expect in cases like this.

Measures that can be taken against squatters

BE	<p>If the squatting involves a private unit, it is up to the owner concerned to take legal action to obtain eviction. Depending on the bylaws, he may also be liable to the co-ownership for damage caused to the common areas. If the bylaws are silent and do not provide for specific liability for the unit owner, the condominium will bear the cost of such damage to the common areas. In any case, it is in the co-ownership's interest to support the owner who is the victim of the damage in his actions and legal proceedings. If it is a common area (e.g. the caretaker's room) that is being squatted, it is the MUB that will have to take legal action to obtain eviction.</p>
FI	<p>Regarding a unit owned by a shareholder: the person owning the shares of the unit calls the police and the squatters will get evicted.</p> <p>Regarding a public space: if the squatters have squatted a public area, for instance the laundry room, the shareholders, the board members or the property manager would call police and they would get evicted. However, no cases of squatting have ever been reported in Finland.</p>
DE	<p>MUB can take action against unauthorized use of the property. Every owner whose apartment is occupied has the right to have the squatter removed. This is not only a civil right, but occupying an apartment is even a criminal offense. This is a case of trespassing. If the unit owner does not take action against it, and if the community is disturbed by it, it can oblige the owner to take action. If he does not react, it must sue him.</p>
HU	<p>Eviction proceedings can be initiated by the MUB to remove squatters, but only for common areas. Unit owners are responsible for evicting squatters from individual units.</p>
IE	<p>Squatter issues are the responsibility of individual unit owners, not the Owners Management Committee.</p>
IT	<p>In such cases, the MUB, through the EB, can do nothing except report and denounce any unlawful conduct. The problem falls on the owner of the occupied property.</p>
NO	<p>Squatters can be effectively evicted from properties by the owner, with the help of the court.</p>
PO	<p>Eviction proceedings can be initiated by unit owners, who are responsible for evicting squatters from individual units.</p>
ES	<p>MUB model cannot initiate legal actions for eviction but can take action against disruptive or illegal activities by squatters and may cause the temporal privatisation of the use of the unit from the owner for three years. An additional rule in Catalonia since 2023 states that the mayor can temporally expropriate the use of a squatted unit for 7 years if the owner of the squatted unit does not react.</p>

Table 24: Measures against squatters



CHAPTER 7



SPECIAL FOCUS: CURRENT CHALLENGES AND MUB STRUCTURE

UNIVERSAL ACCESSIBILITY INFRASTRUCTURE FOR ELDERLY AND DISABLED PEOPLE

The European Union is continuously actively working on the promotion of universal accessibility and protection of rights of persons with disabilities. The key legal framework that addresses universal accessibility in the EU is the [European Accessibility Act](#) (EAA), adopted in 2019, which is in line with the United Nations Convention on the Rights of Persons with Disabilities (UN CRPD), adopted in 2006, to which the Union has been a Party since 2011 and which all EU MS have ratified.

Nevertheless, the housing is not included within the scope of the Act. Despite this fact, Member States are increasing their efforts in ensuring universal accessibility in the residential built-in environment and have adopted different national legislation or frameworks with the aim to protect elderly and disabled citizens in their homes. This is particularly linked to adaptations and conversions of common spaces, with the objective of making them barrier-free. It is a common trend among most of the observed countries to at least allow, if not require and commonly finance, these types of works.

In **Belgium**, as far as new buildings for private use are concerned, the accessibility is a prior condition to the granting of building permit. For buildings already built, as they were built according to the current rules in place, it depends on the owners' initiatives and actions to ensure such accessibility.

Special focus: Current challenges and MUB structure

In **Finland**, since 2023, the owner with disability has the right to do adaptation works outside of the unit related to accessibility with the MUB's bodies (generally the GB) approval, if there is no specified reason to prevent the instalment. However, the current legislation does not force everyone to pay for adaptation works, thus the person involved has to pay.

In **Germany**, there is a right to barrier-free conversions since 2020. The GB must then approve the application. If an owner wants to carry out a barrier-free conversion, there is a right to do so since 2020. Nevertheless, the GB must decide on this too. However, its discretion is effectively reduced to zero. If the GB does not agree, the individual owner can take legal action to compel it to give its consent. The costs of the conversion are borne by the party submitting the application for conversion. Only the owner may then also use it. The situation is only different if the other owners cannot avoid the conversion, i.e. they have to use it; in this case, they too may use it, even though they have not contributed to the costs (e.g. an entrance staircase that is removed and replaced with a ramp)

In **Hungary**, there are no specific practices regarding universal accessibility, similarly as in **Ireland** where existing MUBs are not required to make changes in line with universal accessibility.

In **Italy**, the works of removal of architectural barriers can be carried out by the individuals concerned at their own expense or deliberated and approved by the GB, but by a majority vote that is lower than the majority required for the modernisation in general, such as the majority of the votes cast representing one

third of the value of the building. In the event of a positive resolution, the expenditure will fall on the individual owner.

In **Norway**, there are no requirements for existing buildings, but disabled owners have the right to adaptation works to be done in the common areas. All new buildings must have so called universal design, which means they must be accessible for wheelchairs.

In **Poland**, the provisions of the Polish Construction Law 1994 [19] clearly define what facilities for the disabled need to be installed in residential buildings, including lifts, stair lifts, corridors, and lobbies. These requirements apply only to buildings that are being newly erected, or ones that are being modernised, rebuilt, or expanded. In old buildings there is no general duty to retrofit and make accessible to persons with disabilities. If the community decides to retrofit the building (install an elevator, a ramp for wheelchairs etc.) it must be financed by contributions of unit owners, as these are investments in common parts.

In **Spain**, MUBs have an obligation to carry out necessary adaptations for universal accessibility following the request of any owner, which must meet criteria of reasonableness and proportionality. Thus, owners' requests for reasonable accommodations must be fulfilled and paid by the community. However, an approval by majority of owners is required for what are considered non-reasonable adaptations (if the works cost more than the equivalent of 12 months ordinary budget of the MUB).

IMPACT OF THE GREEN TRANSITION ON BUILDINGS

The green transition has been one of the key policy objectives in the European Union in the recent years. In a nutshell, it stands for a tremendous effort to switch towards more sustainable and environment friendly practices in all sectors. The buildings sector has a massive role to play in this endeavour.

The European Union has a master policy framework in this regards, the European Green Deal, presented in 2019, which serves as a roadmap to achieve climate neutrality of the European continent by 2050. Within it, since renovating public and private buildings is crucial, the European Commission published in late 2020, the Renovation Wave Strategy, aiming to double annual energy renovation rates in the next 10 years. Since this was a non-binding act, a Communication, a subsequent legislation that will come from it will have a huge impact on buildings. This is primarily the case of the recast of the Energy Performance of buildings Directive, proposal published by the European Commission in 2021 and to enter into force in 2024. This legislative file, among many others, once agreed by the co-legislators will have significant impact on property owners, and therefore sufficient incentives and financial means are required for the citizens to be able to follow up with some level of ambition.

[19] Act of 7 July 1994, consolidated version Journal of Statutes 2022, item 2206 as amended, specifically Article 5

This green transition can have a significant impact on MUB models as implementing measures can, on the one hand, have important benefits such as cost and energy savings, but, on the other hand, it can represent challenges as it could require both administrative and financial efforts by the MUB model, e.g. planning, funding etc.

Among the studied countries, there is a trend that MUBs need to approve energy renovation related works in buildings. When it comes to their accessibility to funding, the opportunities currently differ, as different national measures are in place at the moment.

In **Belgium**, the facilities and access to subsidies depend on the decision of local authorities and they are different from Region to Region. Decisions relating to works declared mandatory by law are taken by the GB by a simple majority (50%+1) of votes.

In **Germany**, the modernisation related to energy are not facilitated. However, all structural measures shall be decided with a simple majority. The costs are borne by those who voted for the measure, unless it is passed with more than two-thirds of the votes cast and half of the co-ownership shares: then everyone must cover the costs. The KfW banks, such as those institutes promoting energy-efficient renovations often provide separate funding programs for that MUB model of owners.

In **Italy** and **Ireland**, the majority at a specially convened General Meeting is needed in order to approve energy related renovations and interventions, and this would be funded by a levy on each owner.

In **Poland**, the Parliament adopted an amendment to the Act on the improvement of housing conditions, which introduces “OZE” grant, a subsidy covering up to half of the costs of a photovoltaic installation on MUBs. There are also subsidies from the State for thermal insulation of buildings to improve their heating and cooling performance. All costs must be borne by the community of owners, which in practice denotes increased contributions for the management of common parts by the unit owners. The cost of retrofit will however be reduced by the available subsidies.

In **Hungary**, there are various government grants and tenders for apartment buildings to increase energy efficiency. Several local governments call for tenders for apartment buildings for the purpose of energy efficiency and environmental protection. In line with the guidelines and regulations of the EU, Hungary introduced stricter energy standards for apartment buildings too. These regulations mandate higher thermal insulation standards and energy certificates. Banks and financial institutions offer loans and credits for energy modernisation for condominiums.

COPING WITH ABUSES IN THE UNIT, FOR INSTANCE IN CASE OF OVERCROWDING

Coping with abuses in MUB model can be very challenging, but many Member States have specific regulations and framework in terms of addressing the situation and protecting the inhabitants. One of such abuses is overcrowding, i.e. when more persons reside in a single unit than comfortably accommodated or even legally allowed.

In **Belgium**, Local Housing Codes provide provisions to sanction overcrowding and occupations that are not permitted. The issue of possible overcrowding has not yet been addressed in any bylaws. This issue is not addressed in the law on co-ownership, but in the regional rental laws.

In **Finland**, the unit may be taken into possession by the MUB if the apartment is cared for so badly it causes loss to MUB or another shareholder, if the owner apartment is essentially used in contravention of its purpose of use, if the way of life of those living in the owner apartment creates a disturbance or if the residents violate the rules necessary to maintain order.

However, the MUB cannot take over the unit if the violation is of only minor significance, but in cases of severe neglect, misuse, violations of purpose of use, disturbances caused by residents, or violations of facility rules. Before a possession takes place a written warning must be issued. The unit can be held under possession for no more than three years.

In **Germany**, public law regulations and declaration of division provisions address this issue. If an owner violates MUB's regulations, the MUB can take action against it. To do this, a resolution must first be passed in the GB with more than 50%. The community, through the manager, must then ensure that the owner refrains from this behaviour. If the owner doesn't do this, the community can sue the disturbing owners to stop the disturbance. In the event of overcrowding, the owner is at least violating public law regulations. The community can also take action against the owner based on such a violation after a resolution has been passed.

If the owner does not desist from causing the disruption even after being convicted, German law provides for coercive measures to enforce the cease and desist. If financial damage occurs as a result of the behaviours carried out, the person causing the disruption must replace it.

In **Hungary**, the owner is entitled to property protection if their possession is disturbed without legal grounds. The owner is entitled to property protection against everyone. In order to enforce the property protection claim, one can primarily contact the local municipality clerk or the court.

In **Ireland**, overcrowding is the responsibility of individual unit owners and not the MUB.

In **Italy**, MUB In the event of abusive behaviour in a condominium, the EB, GB, but also each individual owner may demand the cessation of such behaviour. Failure to do so may lead to sanctions (if this is provided for in the bylaws) and to legal action carried out by the EB.

In **Norway**, significant abuses, including overcrowding, can be addressed by taking appropriate legal action. The consequence is to be decided by the court and can be forced sale.

In **Poland**, overcrowding issues are generally governed by public law, and there are no specific regulations defining the minimum area per person. MUB may respond to overcrowding by demanding that action be taken by sanitary authorities, if overcrowding causes health and hygienic issues for others. In addition, general provisions on nuisance may find application, where MUB but also any of the unit owners may seek an injunction in court. In practice, however, relying on administrative regulations and the involvement of public authorities will yield results quicker and be less expensive than in common court proceedings.

In **Spain**, MUB can file complaints to the relevant municipality authority regarding unhealthy conditions, overcrowding, noise pollution, and other nuisances. In addition, judicial actions for cessation can be taken against annoying, unhealthy, noxious, harmful, dangerous, or illegal activities of neighbours. This might end up with the temporal expropriation of the unit from the landlord for up to 3 years or the eviction of the tenant if the unit was rented and the tenant was the responsible for this.

ANNEX 1

COUNTRY PROFILES



DID YOU KNOW?

According to national cadastral statistics, in 2022, residential buildings and flat blocks in Belgium accounted for 233,052 buildings, totaling 347,350 homes. In 2021, more than 4 million people were living in them (Statbel 2021).

LEGAL TYPES

In Belgium, multi-unit buildings are structured in a condominium, the so-called “**copropriété**” when different owners own separate parts (lot) of a building or group of buildings. These types of properties are governed by Belgian condominium law.

The copropriété can be:

- **vertical** (as in an apartment block);
- **horizontal**: regrouping individual lots built on a common plot. Each lot is made up of a private part (the house) and a share of the of common areas (the land).

BODIES GOVERNING OR MANAGING THE MUB

- The **general assembly** (assemblée Générale de copropriété) (GB)à this is the GB, the one that discusses all topics interesting common and even private parts if necessary, and which takes decisions in this regards;

- The **syndic** (EB) executes the decision of the assembly; it also represents the MUB by law;
- The **multi-unit ownership council** (conseil de copropriété)à controls the syndic, it is compulsory in building with at least 20 units;
- The **auditor(s)** (commissaire(s) aux comptes) controls the accounts of the MUB, it is appointed by the general assembly. It may be a co-owner or a person from outside the MUB, and may or may not be a professional figure. They are appointed to carry out audits. Its powers and duties are set out in the bylaws. It report on its work to the general meeting. They are liable in the event of misconduct.

EXTERNAL ADMINISTRATORS

In the event of management difficulties, Belgian law provides for the possibility of having the judge appoint provisional Syndic. They are also syndics.

Similarly, if the financial equilibrium of the MUB is seriously compromised or if the MUB encounters major difficulties in bringing the building into compliance with the law, the syndic or the owners can have provisional administrators appointed to take the place of the co-ownership bodies.

LEGAL RIGHTS OF OWNER

The rights of an owner:

- membership of the GB and voting rights;
- participation in the management of the common areas via the GB and the co-ownership council;
- enjoyment of your unit.

RELEVANT DOCUMENTS AND CERTIFICATES FOR A PROSPECTIVE BUYER

- The bylaws include: the **basic deed** (acte de base) (that contains the description of common and private parts and the share of common areas for each private unit) and the **multi-unit ownership regulation** (describing the rights and obligations and distribution of common charges). They are transcribed in the Register of the General Administration of Patrimonial Documentation.
- The **internal regulations** rules to convey General Assembly, nomination of the syndic, etc.
- The **general assembly's register of decisions** can be consulted on request with the seller or the syndic, at the legal registered address of the MUB, more often at the office of the syndic.
- **Other relevant documents:** the syndic must also communicate information related to:
 - the working capital
 - the reserve fund of the MUB
 - accounting
 - minutes of the last 3 years
 - periodic statements of the last 2 years
- **Other certificates:**
 - the electricity and gas conformity
 - the maintenance of private installations (for example, regarding the fireplace, boiler etc.)
 - the file of interior works,
- **Plan of the dwelling** recommended to receive one up to date.





DID YOU KNOW?

2,7 million people live in a limited liability housing company, the Finnish MUB model.

LEGAL TYPES

In Finland, **asunto-osakeyhtiö** (meaning “limited liability housing company”) is the most common MUB model. The limited liability company purpose, provided in its bylaws, is to own and control at least one building or part thereof in which at least half of the combined floor area of the apartment or apartments is reserved in the bylaws for use as residential apartments possessed by the shareholders.

On its own or combined with other shares, **each share of the limited liability housing company provides the right of exclusive possession to the apartment** or other part of the building or real estate as provided in the bylaws

BODIES GOVERNING OR MANAGING THE MUB

- **General Meeting** (yhtiökokous) (GB)
The shareholders shall exercise their power of decision at the GB, unless the power of decision has been bestowed upon the housing company’s Board of Directors on the basis of legislation or the bylaws.
- **Board of Directors** (halitus) (EB)
 - provides for the administration of the housing company, appropriate maintenance of the real estate, of the buildings and other operations.

- It is responsible for the appropriate arrangement of the control of the housing company accounts and finances.
- Its members are appointed and removed by the General Meeting according to the bylaws

EXTERNAL ADMINISTRATORS

Manager (isännöitsijä): not mandatory, unless provided so in the bylaws. The Manager is usually an external professional body and:

- is in charge of the maintenance of the real estate and of the building and to the executive management of the housing company in accordance with the instructions and orders given by the Board of Directors.
- shall check that the accounts of the housing company are in compliance with the law and that its financial affairs have been arranged in a reliable manner. The Manager shall supply the Board of Directors and the Members of the Board of Directors with the information necessary for the performance of their duties.

LEGAL RIGHTS OF OWNER

- The right to attend and to vote in the GB and ask questions pertaining to the matters in question.
- The right to have a matter falling within the competence of the MUB dealt with by the GB, if the shareholder so demands in writing from the EB well in advance of the meeting, so that the matter can be mentioned in the notice.
- The right to do renovations in the unit under one’s possession.

RELEVANT DOCUMENTS AND CERTIFICATES FOR A PROSPECTIVE BUYER

- The **housing manager's certificate** (Isännöitsijäntodistus) should be provided to the buyer by the real estate agent or seller. It gives basic information about the building and the unit.
- The **building management plan** i.e. the plan for upcoming repairs for next five years,
- **energy certificate,**
- **financial statement,**
- the **bylaws** (säännöt) and the **Articles of Association** (yhtiöjärjestys) should be provided by the seller or the real estate agent. They can also be found in the [Finnish Trade Register](#)



GERMANY

DID YOU KNOW?

According to Eurostat, in 2020 56% of the German population lived in flats in MUBs.

LEGAL TYPES

The most common form of ownership in multi-unit buildings is the (Wohnungseigentümergeinschaft, i.e. **homeowners association**). It is a type of MUB called condominium, meaning that the owners are the sole owners of their own residential or commercial unit and co-owners of the common parts of the property.

Housing cooperatives (Wohnungsbaugenossenschaft) exist in Germany but they are not very common.

BODIES GOVERNING OR MANAGING THE MUB

- **Owners' meeting** (Eigentümerversammlung) (GB) this is the GB of the MUB, which decides on all measures relating to the common property.
- **Administrator** (Verwalter) (EB) carries out the decision of the owners' meeting. They also represent the community externally before third parts. The administrator does not have to be professional and external per se.

An owner can also take over management. However, every owner of more than 8 units in the house is entitled

to choose a so-called certified manager. This person is always professional with extensive certified training.

- **The Management Advisory Board** (Verwaltungsbeirat) it is not a mandatory body. It is in charge of the coordination between the MUB and the administrator. It is elected and composed by the owners' meeting (the GB) does.

EXTERNAL ADMINISTRATORS

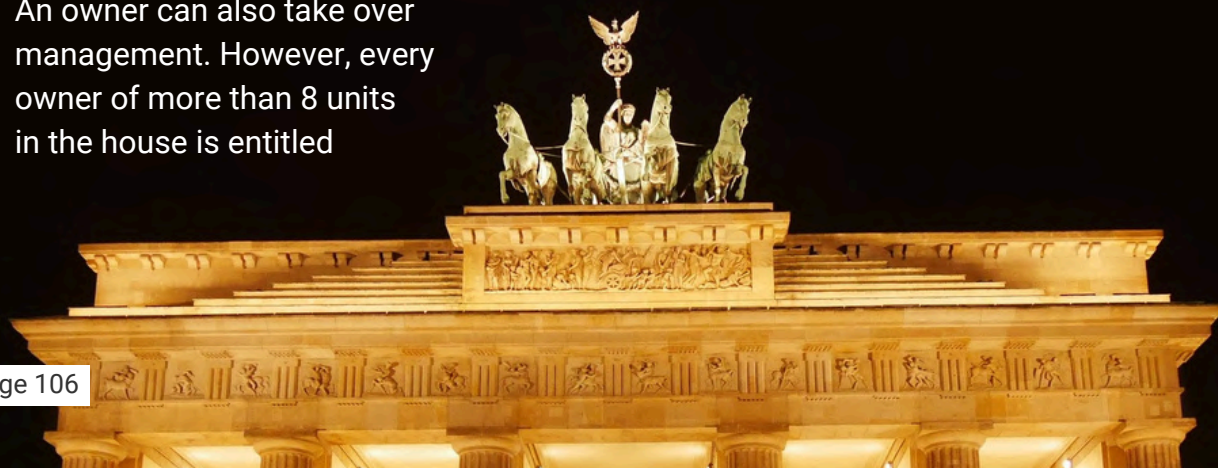
Not compulsory. From 1 December 2023, owners can request a certified manager. The administrator is initially elected and thus becomes an organ of the MUB. Payment and scope of tasks are regulated in a contract.

LEGAL RIGHTS OF OWNER

- Ownership of a unit within a MUB;
- Rights of inspection concerning administrative documents. This includes protocols, invoices, statements and so on;
- Voting rights.

RELEVANT DOCUMENTS AND CERTIFICATES FOR A PROSPECTIVE BUYER

- The declaration of division of the property into units;
- The minutes of the owners' meetings;
- The collection of resolutions of the GB;
- The house rules;
- Any financial documents regarding reserves of the MUB.





DID YOU KNOW?

There are circa 1.4 million condominiums in Hungary, but there is no precise data about the distribution across different condominium models.

LEGAL TYPES

There are two types of MUB models:

- **Condominium** (Társasház): each co-owner has the full ownership of their unit and a share of the common parts.
 - **Társasház with six or less units:** Smaller in size and less complex in terms of legal requirements (no obligation to elect a common condominium representative).
 - **Társasház with more than six apartments** work under the Condominium Act, which regulates the way of joint representation, the establishment and safe maintenance of condominium property.
- **Lakásszövetkezet, housing cooperative:**
 - Have legal personhood.
 - Different method of settlement compared to other condominiums.
 - The housing cooperative is a legal entity established by statute and registered by the court. Its representative is the president and owners are admitted to the housing cooperative based on an application. The president keeps a record of the members, and each member has one vote at the general meeting.

In this guide, unless specified, we focus on multi-unit schemes with more than six units.

BODIES GOVERNING OR MANAGING THE MUB

- **General assembly** (Közgyűlés) (GB)
- **Management committee** (EB) (intéző bizottság):
 - it is composed by at least one or more people. All unit owners may entrust property management to 3rd person as well as to some members of the MUB
 - it can represent the MUB before third parties
- **Joint Condominium representative** (EB) (közös képviselő):
 - it can be a single person.
 - it can represent the MUB before third parties
- **Audit committee** (számvizsgáló bizottság): it checks the work of the Joint Condominium representative

EXTERNAL ADMINISTRATORS

Should the MUB choose a condominium manager, they must have the necessary qualifications for this position and be registered.

LEGAL RIGHTS OF OWNER

- The co-owner has the right to possess, use, benefit from and dispose of her/his separate property.
- In relation to common property, the right to use, participate in the general meeting, the right to vote, the right to make proposals.

RELEVANT DOCUMENTS AND CERTIFICATES FOR A PROSPECTIVE BUYER

- The ownership deed (tulajdoni lap) à This can be obtained from the Property Registry;
- A copy of the foundation document (alapító okirat)
- The rules of operation (szervezeti működési szabályzat, SZMSZ) à can be obtained from the current owner.





DID YOU KNOW?

In Ireland, the 2016 census outlined 277,716 units in 49,546 multiple accommodations representing 14 per cent of the housing stock at an average of almost six dwellings per multi-occupied building. Apartments comprise 12% of all occupied households in Ireland and 35% of occupied households in Dublin City.

LEGAL TYPES

- **Apartment blocks:** An apartment is “a self-contained residential unit in a MUB with grouped or common access”. They vary in the number of units. Management fees are usually charged for common parts maintenance and services. They are the most prolific type of multi-unit accommodation.
- **Housing Estates:** Irish legislation on multi-occupied units also applies to housing estates where there are shared facilities, such as roads, parking, green areas and lighting. In fact, there may a combination of individual houses and a blocks of apartments within the same Owners Management Company. Further complications arise when some of the units are owned by a social housing provider who is also then a member of the OMC.

BODIES GOVERNING OR MANAGING THE MUB

The **Owners Management Company** is the GB of the MUB, which entails different sub-bodies:

- **The Owners Management Company:** The Annual General meeting of the OMC appoints the Board of Directors, who undertake responsibility for the running of the development and deal with all matter relating to the common parts including repair, maintenance, general meetings, directors’ duties, company record-keeping, annual returns, and financial statements.
- **Potential contractors or managing agents (EB):** The Directors of the OMC may appoint professional property managers who are professionally licenced to undertake the management of the building and compliance with record keeping, financial matters and the annual report.

EXTERNAL ADMINISTRATORS

The Board of Directors may engage accountancy, legal or other professional services as required.

LEGAL RIGHTS OF OWNER

- Safety and upkeep, including repairs, of shared amenities and common areas.
- Opportunity to participate in the management of the OMC
- To be treated in a fair manner.
- To exclusive use of their own apartment.
- To vote on decisions made around the apartment block through the OMC.

RELEVANT DOCUMENTS AND CERTIFICATES FOR A PROSPECTIVE BUYER

- Information on the level of service charge due from the unit,
- Any major works outstanding
- House Rules and regulation of OMC
- Minutes of previous meetings
- Accounting information
- All Information can be requested from the Owners Management Company.





DID YOU KNOW?

According to Eurostat, in 2020 53% of the Italian population lived in flats in MUBs, amongst which vertical condominiums are the most common schemes in the country.

LEGAL TYPES

In Italy, MUBs are structured in condominiums, where unit owners are the sole owners of their own units and co-owners of the communal parts (including the land). There are three forms of condominiums:

- The **condominio verticale** (vertical condominium) is the most common type. It is typically used for typical multi-story buildings.
- The **condominio orizzontale** (horizontal condominium) regrouping single or multi-family houses. It can be a block of terraced houses sharing some parts (courtyard) and having services in common.
- The **supercondominio** (supercondominium) is a condominium consisting of several condominiums, which can, in turn, be either vertical or horizontal. This typically the very large blocks of buildings in the South of Italy where some vertical condominiums share an internal courtyard, a gate and walls, which creates parts and spaces which are common between the different condominiums too.

BODIES GOVERNING OR MANAGING THE MUB

- The **condominium assembly** (Assemblea di condominio) (GB):
 - It is the GB of the Italian MUBs, that is in charge of the decision-making processes of the condominium;
 - Can be convened for ordinary or extraordinary meetings;
 - It is convened by the administrator.
- The **condominium administrator** (amministratore di condominio) (EB):
 - The administrator is mandatory if there are more than eight owners;
 - An administrator who is internal to the condominium and thus also a condominium owner or external may be appointed. It is the executive body of the MUB;
 - It represents the MUB before third parties.
- The **condominium council** (consiglio di condominio):
 - It only has advisory and control functions;
 - It is appointed by the GB, in addition to the administrator;
 - It consists of at least three condominiums in buildings of at least twelve units.

EXTERNAL ADMINISTRATORS

The administrator, which can also be a person who is not an owner, or a professional figure, shall be appointed when there are more than eight owners.

LEGAL RIGHTS OF OWNER

- Right to use the common parts in compliance with the bylaws and with the law;
- Right to attend and to vote in the GB;
- Right to ask for a copy of the main documents and receipts of payments made by the MUB;
- Right to demand the EB to make sure that the bylaws and other internal regulations are respected.

RELEVANT DOCUMENTS AND CERTIFICATES FOR A PROSPECTIVE BUYER

- **The building permit** (Only necessary for buildings built after 1967);
- Any **construction amnesties**;
- **Energy performance certificate** of the property.



DID YOU KNOW?

The most prevalent MUB model in Norway is the Eierseksjonssameie, with 623,000 homes out of a total of 2.7 million homes, whilst homes classified as housing cooperatives count 360.000 homes.

LEGAL TYPES

In Norway, there are two main types of MUB models:

- **Eierseksjonssameie:** a composite form of ownership where the ownership shared in a sectioned property. The owner has the exclusive right to use a certain part of the property, but the entire property is jointly owned with other owners. The owners own the building, included the units, together, and each owner has an exclusive right to use their own unit.
- **Borettslag:** housing cooperatives that are companies owned by those who live in it. Its purpose is to give the owners right of use (right of occupancy) to their own residence in the association's property. Everyone who lives in the housing cooperative is a member of the housing cooperative, and they have the right and obligation to use the home to which their share is linked. In this indirect way, the residents own their own home and manage the property together with all the neighbours.

Both forms are used substantially in Norway, even if the first type is more common.

Differences between Eierseksjonssameier and cooperatives:

- Housing cooperatives are owned by the residents, while Eierseksjonssameier are not legally considered companies;
- Housing cooperatives can obtain joint loans secured by the property for maintenance, whereas Eierseksjonssameier only allow mortgages on individual shares;
- Rental possibilities are more limited in housing cooperatives compared to Eierseksjonssameier. The issue is that in housing cooperatives the owner is typically required to reside in the home, whereas Eierseksjonssameier allow owners to freely rent out their units.

BODIES GOVERNING OR MANAGING THE MUB

- **General assembly** (generalforsamling) for housing cooperatives and **annual meeting** (årsmøte) for Eierseksjonssameier (GB):
 - It is the GB of the MUB and makes all important decisions;
 - It is the highest authority in a MUB;
 - It elects the board;
 - It is chaired by the leader of the board, unless the meeting elects someone else.
- **Elected board** (EB): usually consists of three to five members. The board or leader represents the MUB before third parties.

EXTERNAL ADMINISTRATORS

It is not compulsory to appoint any. In an Eierseksjonssameie the GB can decide to hire a business manager on commercial terms.

LEGAL RIGHTS OF OWNER

- To sell to anyone you want;
- In an Eierseksjonssameie to let out to anyone you want for as long as you want;
- To pledge the unit.

LEGAL RIGHTS OF OWNER

- To sell to anyone you want;
- In an Eierseksjonssameie to let out to anyone you want for as long as you want;
- To pledge the unit.





DID YOU KNOW?

According to the most recent Report from the Polish Central Statistical Office (2020):

- 52.7% of units are owned by individuals in condominium schemes (ownership of units);
- 31.2% are owned by housing cooperatives;
- 12.7% are owned by the commune (municipal units);
- Private developers play a significant role in supplying residential units.
- The most common MUB model in Poland is the ownership of units in a MUB scheme.

LEGAL TYPES

Poland has two types of MUB models:

- **Units ownership** (własność lokali) (condominium) is the most common MUBs scheme in Poland. It gives to the owner full property rights of their units with full rights, the common parts are owned in fractional shares by the owners of the units. Each unit has its own land and mortgage register.
- **The proprietary cooperative right to a unit** (spółdzielcze własnościowe prawo do lokalu) is a limited real right allowing enjoyment within its purpose (most often residential), but also to transfer the right, devise it to heirs. The holder of the right is free to allow third parties to use the unit on the basis of lease or loan for use contracts.

BODIES GOVERNING OR MANAGING THE MUB

- **General assembly of unit owners** (zebranie właścicieli lokali) (GB):
 - It is the MUB's GA and is responsible for taking the most important decisions for the community;
 - A resolution of the GB of unit owners is needed to make extraordinary management decisions, but it always requires collecting the votes of the majority of unit owners, calculated according to share value, regardless of who attended the meeting of unit owners.
- **Management board** (zarząd) (EB):
 - Can consist of one person or many people who do not need to be members of MUB;
 - Small multi-unit ownership structure (three or less units) unit owners personally manage the scheme;
 - Larger MUB model (more than three units) electing management board or a professional manager is mandatory;
 - It manages the affairs of the MUB;
 - It makes all the ordinary management decisions;
 - It represents the MUB outside and in relations between the community and individual owners of units.

EXTERNAL ADMINISTRATORS

It is possible, but not mandatory, to hire a professional manager (zarządca) both in small and large MUBs. Then the daily management of the scheme is entrusted to them. Professional managers are common and typically hired by large communities.

LEGAL RIGHTS OF OWNER

They own their units, except in cooperatives, which means that they can use and dispose of them, observing general legal rules. In the case of cooperatives, the unit is owned by that legal person, but the holder of the cooperative right has exclusive use of the unit, they may sell it, devise it to heirs, encumber by a mortgage.

They co-own the common parts of the property, which allows them to use them in a manner that does not interfere with the rights of other co-owners and following the bylaws and the internal rules of the MUB. In the case of cooperatives, holders of the cooperative right do not have a share in common parts. Their management is within the competence of cooperatives.

EXTERNAL ADMINISTRATORS

- **Buying from the primary market (from the developer)**
 - Information prospectus: a collection of reliable information about a unit, divided into a general part [20] and an individual part [21].

- This document should be written in accordance with statutory guidelines. It should involve a description not only of the legal situation and appearance of the investment, but also the financial situation of the developer.
- **Buying from the secondary market (from an individual owner)**
 - Excerpt and extract from the register of land and buildings (cadastral map, premises file).
 - Bylaws and internal regulations from the cooperative, community or manager. These regulations are often displayed in the stairwells.

[1] The general part includes, among others: investment documentation, implementation schedule, description of the terms of withdrawal from the contract.

[2] The individual part describes, among others: finishing standard of a specific premises, the price of the selected property, materials used in construction and finishing. Moreover, the information prospectus is accompanied by sketches and floor plans, as well as a model development agreement.





DID YOU KNOW?

In the field of residential development, the piso (flat or apartment) is the most spread type of dwelling in Spain, with 66.1% of people living in these, followed by the vivienda unifamiliar (detached house), whose proportion is 14.2%, and the casa adosada (semi-detached house or terraced house), with 21.1%.

LEGAL TYPES

There is a paramount scheme used for organising MUBs in Spain: the propiedad horizontal (**condominium**). In buildings (but also detached or semi-detached houses sharing common facilities, docks, stalls in markets, graveyards, condominiums of condominiums, etc.) organised following this popular scheme, units are privately owned and shared areas commonly owned.

Other less common forms of ownership exist such as associations or cooperatives.

BODIES GOVERNING OR MANAGING THE MUB

- The **Board of Owners** (Junta de propietarios) (GB) is the GB of the condominium and it is composed by all the owners of the MUB. As the highest body of the MUB, it is responsible for:
 - Electing the governing bodies (e.g. the president of the condominium);
 - Approving the expenditure and income plan;
 - Approving budgets and executing ordinary and extraordinary works for the building's maintenance.
- **The President** (Presidente) (EB), is responsible for:
 - Approving and reforming of the statutes and internal regulations;
 - Deliberation on matters of general interest to the community;
 - Managing complaints against the decisions of the governing bodies.
- **The President** (Presidente) (EB), is responsible for:
 - Executing the agreements adopted by the Board of Owners;
 - Issuing the certification on the state of debts of the owner/seller with the community for the granting of the public deed of sale;
 - Receiving communications from the owners informing him of their addresses for notification purposes;
 - Calling and chairing the GB;
 - Receiving requests from the owners regarding the inclusion of matters of community interest in the Board of Owners;
 - Signing the minutes of the GB;
 - Taking up the role of the Secretary and Administrator unless the bylaws or the GB establish the separate provision of these functions;
 - The legal representation of the community before third parties;
 - It may be appointed by election of the GB or, as an alternative, by means of a rotating ballot or drawing of lots, and its appointment is mandatory.
- **Vice-president(s)** (Vicepresidente(s)):
 - They may or may not exist;
 - They help the President with all their tasks and acts in their absence.
- **The Secretary** (Secretario/a):
 - It helps the President with the organisation of the GB's assembly;

- In case of remote participation to the GB it is in charge of recognising the identity of attending owners;
 - It receives absent owners' negative votes in case of decision which need to be adopted with a unanimity vote or with a qualified majority;
 - It issues the certificate stating that the flat is to be acquired by a prospective buyer is or is not current with the payment of community fees.
- **The Administrator** (Administrador/a) (EB), they can be:
 - one of the owners;
 - or a professional administrator
 - (natural or legal person); a hired professional property manager, who is rather common, especially in middle class and more affluent condominiums;
 - is elected and removed by the GB.

EXTERNAL ADMINISTRATORS

If the MUB chooses a professional property manager, the person must have the necessary training to hold this position and it is compulsory to belong to the College of Property Managers.

LEGAL RIGHTS OF OWNER

- They own their units, which means that they can use and dispose of them without any limits other than those stipulated by law (e.g. neighboring limitations do not allow them to disturb other neighbours);
- They co-own the common parts of the property, so they can use them in a way that does not interfere with the rights of other co-owners and following the bylaws and internal rules of the MUB.

RELEVANT DOCUMENTS AND CERTIFICATES FOR A PROSPECTIVE BUYER

- **Note from the Land Registry:** Through which they can verify:
 - that the seller is the sole owner;
 - the existence of mortgages, liens and other encumbrances on the property that are in force at the time of the application;
 - the administrative regime of the property (for example, if it is public housing with limitations in price, disposal, etc.); possible existing litigation on the property;
 - tax debts that encumber the property;
 - the existence of leases.
- **Domain certificate:** it indicates the old holders and the rights cancelled in addition to the information contained in the note. It has the consideration and probative value of a public document.
- **The certificate of habitability** (where it is required) is a document proving that the house meets the conditions of habitability required by law (hygiene, health, etc.).
- **The certificate of energy efficiency** is granted by an accredited technician who supplies the energy characteristics of the dwelling, consumption, and CO2 emissions. This allows the buyer to know the costs of the light supply.
- **Last receipts for payment of taxes and fees,** to verify that the seller is up to date and therefore avoid additional payments.

- **The last receipts of supplies of the property** to make the name changes and ensure the absence of unpaid amounts.
- **The bylaws and regulations** of the community of owners:
 - may contain limitations on the right of ownership, (e.g. not allowing to allocate a dwelling to tourist rentals, rules relating to repairs and works, and the rules on co-living);
 - can be obtained from the Land Registry (where the title of the community is registered, which normally contains the bylaws), but the internal regulations must be requested from the selling owner, who, in turn, can obtain them from the President of the MUB;
- However, Condominiums Law does not require the existence of bylaws or internal regulations for the constitution of a MUB, so there may be multi-unit ownership structure without them and then the rules in that law directly apply.
 - The certification issued by the secretary of the condominium with the signature of the President, states that the dwelling to be acquired is current with the payment of community fees;
 - the last receipts of supplies of the property to make the name changes and ensure the absence of unpaid amounts.
- **If the real estate wants to buy still needs to be built:**
 - **the Commercial Registry** where the developer must be registered. The existence of the developer and the person who will sign on its behalf is entitled to do so.
 - **Land Registry:** to check whether the land on which the MUB is going to be built is registered in the name of the developer (this is the owner). It also needs to be checked when it comes to licenses that the Municipal Council should grant.



ANNEX 2

GLOSSARY OF TERMS

Absolute majority

Absolute majority refers to majority of all members of a MUB, not just those choosing to vote or that attend a meeting.

However, in Belgian Law, majorité absolue (absolute majority) is defined as half plus one of the votes of all the co-owners present or represented at the General Meeting at the time of the vote. Hence, what in the Belgian legal order is called majorité absolue (absolute majority) refers to what is internationally defined as simple majority.

Bylaw

A rule made by the MUB model's community aimed towards regulating the actions of its members. They can assume different taxonomies (Bylaws, statutes, articles of association etc.) and have differentiated regimes (i.e. the Articles of Association (yhtiöjärjestys) in the Finnish model, are different and stricter than other bylaws, given the specific legal regime for MUBS in Finland).

Co-owners

Although this is a general denomination to refer to a good or a property held by more than one owner at the same time, in the context of this document it refers to the right that usually have units owners in relation to the common parts within a condominium. Co-owner is an individual that owns – or has right to use through the possession of a share in a company - part of the common area in a MUB model.

In French, owning a unit in a MUB is referred to as “co-owning” (“copropriété” as the shared parts of the building are co-owned), whilst in English this term is used for owners of a same unit exclusively. This is a linguistical false friend. To avoid confusions but to use the terms used locally, co-ownership will always refer to the French copropriété and not to the English co-ownership.

Executive body

Tasked with executing the decisions made by the decision-making body. By country:

Belgium:

- Property Manager (Syndic)

Finland:

- Board of Directors and Chairperson (halitus)
- Managers (isännöitsijä)

Germany

- Administrator (Verwalter)

Hungary:

- Management Committee (Intéző Bizottság)
- Joint Condominium Representative (Közös Képviselő)

Ireland:

- Directors of OMC who may use Contractors/Managing Agents

Italy:

- Condominium administrator (Amministratore di condominio)

Norway:

- Elected Board
- Business manager (only for Eierseksjonsameier)

Poland:

- Management Board (zarząd)
- Professional Manager (zarządca)

Spain:

- President (Presidente)
- Vice-president(s) and Secretary (Vicepresidente(s) and Secretario/a)
- Professional property managers (administrador/a)

Founding Document declaration of condominium/constitutive title

It is the formal document or documents that create the MUBs. It is necessary for members of the MUB, prospective members and third parties to be able to know that that particular property is organised following the MUB rules (e.g. that the units belong to different people, that facilities' use should be shared, etc.), as it is not physically evident.

Government body (GB)

This is the body within a MUB in charge of making decision in the name of all owners. It has different names in different countries:

Belgium:

- General Assembly (assemblée Générale de copropriété)

Finland

- General Meeting (yhtiökokous)

Germany

- Owners' meeting (Eigentümersammlung)

Hungary

- General Assembly (Közgyűlés)

Ireland

- Owners Management Company

Italy

- Condominium Assembly (Assemblea di condominio)

Norway

- General Assembly (generalforsamling) for housing cooperatives
- Annual meeting (årsmøte) for Eierseksjonssameier

Poland

- General Assembly of Unit Owners (zebranie właścicieli lokali)

Spain

- Board of Owners (Junta de propietarios)

Maintenance work

Maintenance work refers to routine and preventive maintenance work required to keep a building, utilities, and grounds in an acceptable and safe operating condition

Major renovation

Major renovation refers to extensive changes or improvements to the property which lead to a significant upgrade that would most likely lead to an impact on the overall value of a property.

Multi-unit building (MUB)

For the purpose of this document, a MUB is any property divided into different units that belongs exclusively to several owners, who also have rights to use the common parts (they co-own them). It can differently structured throughout the surveyed countries as:

- Full and exclusive ownership of one or more units, shared ownership of common parts;
- Shared ownership of the entire building. Right to exclusive use of a given unit and right to co-use the common parts.

Ownership of shares of a company which has full ownership of the entire building. Each share gives to dwellers the right to exclusively use one unit and to co-use the common parts of the building.

Notarial Deeds

It is a formal document (deed) that is issued by a Notary Public following the duties of the Latin Notaries (i.e. check the

identity of the parties, certifies the when and where and the authenticity of the document and makes a control of legality of its contents so it is legal and valid).

Pre-emption

A pre-emption right is a right to buy something with preference to others. Pre-emption rights are usually excluded in MUBs modelled as condominiums when owners want to sell their units. They are common in housing cooperatives, though.

Simple majority

Simple majority refers to majority of those voting that reaches more than half of the total number of votes cast.

For the linguistic peculiarities of this notion in the legal order of Belgium, please see below under “absolute majority”.

Qualified or reinforced majority

Qualified majority refers to majority of those voting that reaches a preset threshold larger than 50%.

ANNEX 3

LIST OF LEGISLATION AND CASE LAW

Belgium

Law dd. 1994.6.30 consolidated included in Law of 4 February 2020 on Book 3 "Property": See MONITEUR BELGE dd. 2020.03.17, p. 17764 and ff.

Royal Decree dd. 12 July 2012 establishing a minimum standardised chart of accounts for condominiums: See MONITEUR BELGE dd. 3 August 2012.

Also relevant are the general principles of the law of obligations of the Belgian Civil Code

FINLAND

Limited Liability Housing Companies Act

GERMANY

www.gesetze-im-internet.de/woeigg

HUNGARY

Direct relevant legislation:
2003. CXXXIII. (Condominium Act, Társasházi törvény)

2000. C. (Accounting Act)

Other relevant pieces of legislation
Civil Code, Criminal Code and Labour Code, Data Protection Act

IRELAND

Companies Act 2014
Multi-unit Developments Act 2011 (as amended) (MUD Act)
Planning and Development Act 2000 (as amended).

ITALY

Legislation:
Articles 1117 - 1139 of the Civil Code

Articles 61-72 implementing provisions of the Civil Code

Law 27 July 1978, n. 392

Case Law:
Cass. 21 June 1969, n. 2233 distinguishing the classic roman law-based regime for co-ownership from the one of MUB

Cass. 16 January 2018, n. 884 confirming the non-exhaustive, but merely illustrative nature of the listing in art. 1117 c.c.

Cass. 21 February 2018, n. 4255 on the presumed common nature of parking slots

Cass. 9 August 2018, n. 20693; and Cass. 24 April 2018, n. 10073 on the presumption of the common nature of certain areas;

Cass. Un. Sec. ruling n. 10934/2019 confirming the absence of legal personality for MUBs in Italy

NORWAY

For Eierseksjonssameier

For Housing cooperatives

POLAND

Housing Co-operatives Act 2000 - Act of 15 December 2000, Journal of Statutes 2021, item 1561 as amended, particularly 1-4, 8-27.

Land and Mortgage Registers and on Mortgage 1982 – Act of 6 July 1982, Journal of Statutes 2022, item 1846 as amended, particularly art. 1, 3-4, 10, 16-17, 25, 28, 31, 361, 65.

Law on Cooperatives of 1982 - Act of 16 September 1982, Journal of Statutes 2021, item 648 as amended, particularly art. 1, 15-32.

Law on Unit Ownership 1994 - Act of 24 June 1994, Journal of Statutes 2021, item 1048 as amended, particularly art. 3, 6, 12, 15, 17, 19-23, 25-26, 30-32.

Management of Immovables 1997 – Act of 21 August 1997, Journal of Statutes 2022, item 1846 as amended, particularly art. 186.

Polish Civil Code 1964 – Act of 23 April 1964, Journal of Statutes 2022, item 1360 as amended, particularly art. 46, 140-230.

Polish Civil Procedure Code 1964 – Act of 17 November 1964, Journal of Statutes 2022, item 1967 as amended, particularly art. 611-614, 622-623, 939, 1000, 1025.

Polish Constitution 1997 – Act of 2 April 1997, Journal of Statutes 2009 no. 114, item 946 as amended, particularly art. 64.

Tenants' Protection Act 2001 – Act of 21 June 2001, Journal of Statutes 2018, item 1496 as amended, particularly art. 14-16.

SPAIN**Legislation**

Arts. 392-406 of the Civil Code

Decree 2nd June 1944, which definitively approves the Regulations for the organization and regime of Notaries, BOE nº. 189, 07/07/1944.

Decree 8th February 1946, approving the new official wording of the Mortgage Law, BOE nº. 58, 27th February 1946.

Decree 14th February 1947, approving the Mortgage Regulations, BOE nº. 106 16/04/1947.

Decree 3248/1969, 4th December, which approves the Regulations of the Official Colleges of Real Estate Agents and their Central Board, regulating the exercise of the profession, BOE nº. 306, 23/12/1969.

Decree 12/2010, 2nd February, which regulates the requirements to exercise the activity of real estate agent and creates the Registry of Real Estate Agents of Catalonia, DOGC nº. 5563, 09/02/2010.

Law 49/1960, 21st July, on Horizontal Property, BOE nº. 176, 23/07/1960.

Law 14/1986, 25th April, General Health, BOE nº. 102, 29/04/1986.

Law 38/1999, 5th November, on Building Regulations, BOE nº. 266, 06/11/1999.

Law 1/2000, 7th January, on Civil Procedure, BOE nº. 7, 08/01/2000.

Law 58/2003, 17th December, General Tax, BOE nº. 302, 18/12/2003.

Law 5/2014, 4th April, on Private Security, BOE nº. 83, 05/04/2014.

Law 5/2019, 15th March, regulating Real Estate Credit Contracts, BOE nº. 65, 16/03/2019.

Law 10/2022, 14th June, on urgent measures to boost building rehabilitation activity in the context of the Recovery, Transformation and Resilience Plan, BOE nº. 142, 15/06/2022.

Law 15/2022, 12th July, comprehensive for equal treatment and non-discrimination, BOE nº. 167, 13/07/2022.

Law 22/2010, 20th July, Consumer Code of Catalonia, DOGC nº. 5677, 23/07/2010.

Law 2/2023, 13th March, on the Protection, Welfare and Ownership of companion animals and other animal welfare measures, BOE nº 69, 22/03/2023.

Notary Law, 28th May 1862, BOE nº. 149, 29/05/1862.

Organic Law 4/2015, 30th March, for the protection of citizen security, BOE no. 77, 31/03/2015.

Ordinance Regulating the Tenure and Protection of Animals, 26th July 2001

Royal Decree 689/1978, 10th February, which approves the Regulations for areas and facilities of interest to National Defense, which develops Law 8/1975, 12th March, on areas and facilities of interest to the National defense. BOE nº. 849, 14/04/1978.

Royal Decree 3148/1978, 10th November 1978, which develops Royal Decree-Law 31/1978, of October 31, on Housing Policy.

Royal Decree 483/1997, 14th April, which approves the General Statutes of the College of Property and Mercantile Registrars of Spain.

Royal Decree 716/2009, 24th April, which develops certain aspects of Law 2/1981, 25th March, regulating the mortgage market and other regulations of the mortgage and financial system, BOE nº. 107, 02/05/2009.

Royal Decree 557/2011, 20th April 20, which approves the Regulation of Organic Law 4/2000, on the rights and freedoms of foreigners in Spain and their social integration, after its reform by Organic Law 2/2009, BOE nº. 103, 30/04/2011.

Royal Decree-Law 7/2019, 1st March, on urgent housing and rental measures, BOE nº. 55, 05/03/2019

Royal Decree-Law 8/2021, 4th May, adopting urgent health, social and jurisdictional measures, to be applied after the end of the state of alarm declared by Royal Decree 926/2020, 25th October, declaring the state of alarm to contain the spread of infections caused by SARS-CoV-2, BOE nº. 105, 05/05/2021.

Royal Legislative Decree 1/2004, 5th March, which approves the consolidated text of the Real Estate Cadastre Law.

Royal Legislative Decree 1/2013, 29th November, which approves the Consolidated Text of the General Law on the rights of people with disabilities and their social inclusion, BOE nº. 289, 03/12/2013.

Case law*Constitutional Court*

STC, First Chamber, 23rd February 2004, n°. 16/2004, Appeal. 1784/1999, FJ. 3 and 4.

STC, Full Chamber, 19TH October 1989, n°. 173/1989, Appeal. 1326/1987, FJ. 4.

STC, Full Chamber, 14th June 1999, n°. 115/1999, Appeal. 2289/1998, FJ. 3.

STC, Full Chamber, 24th May 2001, n°. 119/2001, Appeal. 4214/1998, FJ. 5 and 6.

STC, Second Chamber, 10th February 2003, n°. 22/2003, Appeal. 4409/99, FJ. 3.

Supreme Court

STS, First Chamber, 22nd November 1989, Roj. 15462/1989, FJ. 4.

STS, First Chamber, 30th March 1999, n°. 254/1999, Appeal. 3255/1994, FJ. 1.

STS, First Chamber, 24th April 1999, n°. 360/1999, Appeal. 3167/1994, FJ. 3.

STS, First Chamber, 10th May 1999, n°. 408/1999, Appeal. 2761/1994, FJ. 6.

STS, First Chamber, 7th April 2003, n°. 357/2003, Appeal. 2615/1997, FJ. 2

STS, First Chamber, 18th March 2005, n°. 190/2005, Appeal. 4019/1998, FJ. 3.

STS, First Chamber, 17th July 2006, Roj. 4423/2006, Appeal. 3532/1999, FJ.1.

STS, First Chamber, 20th October 2008, n°. 929/2008, Appeal. 3106/2002, FJ. 2 and 3.

STS, First Chamber, 18th December 2009, n°. 832/2009, Appeal. 1495/2004, FJ. 1.

STS, First Chamber, 24th November 2010, n°. 780/2010, Appeal. 1026/2007, FJ.3.

STS, First Chamber, 8th April 2011, n°. 265/2011, Appeal. 620/2007, FJ. 3.

STS, First Chamber, 10th October 2011, n°. 699/2011, Appeal. 1395/2008, FJ. 3.

STS, First Chamber, 13th November 2012, n°. 691/2012, Appeal. 173/2010.

STS, First Chamber, 24th April 2013, n°. 273/2013, Appeal. 1883/2010, FJ. 3.

STS, First Chamber, 9th October 2013, n°. 552/2013, Appeal. 1949/2010, FJ. 3.

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ANNEX 4

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