



**Republika e Kosovës**  
**Republika Kosovo-Republic of Kosovo**  
*Kuvendi - Skupština - Assembly*

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**Law No. 03/L-091**

**ON USE MANAGEMENT AND MAINTENANCE OF BUILDING JOINT OWNERSHIP**

**Assembly of Republic of Kosovo,**

In adherence on article 65.1 of the Constitution of the Republic of Kosovo;

With the purpose of drafting legal framework for use, management and maintenance of common sections and equipments of the building as well as creating housing conditions and mechanisms according to European Union standards,

Approves

**LAW ON USE MANAGEMENT AND MAINTENANCE OF BUILDING JOINT OWNERSHIP**

**CHAPTER I**  
**GENERAL PROVISIONS**

**Article 1**  
**Purpose and purviews**

1. This law regulates owners rights and obligations to building units regarding the use, management and maintenance of common sections and equipments of the building – joint ownership.

2. This law shall be implemented for all buildings, which have some units and serve for housing or for exercising commercial activities and that are owned by more than one owner (joint ownership).

## **Article 2 Definitions**

**“Housing building in joint ownership”** is independent building with two or more suitable units foreseen for housing, respectively for housing and commercial activities owned by more than one owner.

**“Joint ownership”** are common sections and equipments of the building serving to building units and the entire building, as well as the land building constructed.

**Individual building units”** are housing units, commercial units or other independent building spaces of individual ownership.

**“Owner”** are natural or legal entity bearers of the ownership rights to specific sections of the building.

**“Used area”** is building unit floor overall area, not including building unit wall space.

## **Article 3 Right of Building joint ownership**

Owners have the right to joint ownership of common sections of the building serving specific units of the building.

## **Article 4 Common Components and Equipments of the Building**

In the meaning of this Law, common components and equipments of the building include:

- 1.1. construction building support (foundations, massive walls, columns, middle floor constructions, roof constructions / flat and inclined roofs);
- 1.2. roof cover (isolation, tiles, halls and similar);
- 1.3. flat roofs useable and un usable;
- 1.4. building façade, entrance door and common section windows;

- 1.5. roof sheet iron works and other (vertical and horizontal water spouts, edges/sides and other);
- 1.6. chimneys, ventilation canals, hydrants, fire extinguishing equipments, water pipes, waste canal and similar;
- 1.7. common stairs, fences, emergency exits and similar;
- 1.8. lifts and all its equipments;
- 1.9. electrical instalments from the main fuse to the distribution slab in the apartment;
- 1.10. water instalment from the main meter to the consumer (all installations in Walls and floor) and repair after interventions;
- 1.11. sanitary equipments of water and canalization installation in common spaces;
- 1.12. vertical canalization installation from the outing pipes of the apartment to the main well;
- 1.13. electrical installation of stair lighting (the automatic, lamp and mounting, distribution tile, meter reading and clock mounted);
- 1.14. central heating installation from the cauldron and heating cases in common sections; ]
- 1.15. phone installation up to the distribution device in the apartment, electric handle door installation, interphone, door bell, lightning conductor and similar;
- 1.16. water providing equipments (water pump and hydroflex);
- 1.17. spaces and installations of waste removal, laundry washing, basements and under the roof spaces;
- 1.18. cleaning the common septic hole;
- 1.19. and other parts and equipments used for common purpose.

**Article 5**  
**Building joint ownership serving to more than one buildings**

1. Joint ownership in the building which serve for owners of some buildings are joint ownership in the building which are build for this purpose and if for their construction owners of more buildings have contributed.

2. . Joint ownership in the building from paragraph 1 of this article, include joint ownership of all owners of the units in those buildings. For their usage and administration the provisions of this law shall be implemented proportionally.

## **CHAPTER II USING OF JOINT OWNERSHIP AND OF BUILDING UNITS**

### **Article 6 Using of Joint Ownership and of Building Units**

1. The owner is obliged to use joint ownership in compliance with destination and in measures which responds to the rights of other owners.
2. The owners may take decision for all works in joint ownership which aim to improve the conditions for its usage.

### **Article 7 Using the units in building**

In a multi unit and multi owner building, all owners shall realize their ownership right to building unit so that other building unit owners are not disturbed, meaning to use common sections and equipments of the building.

### **Article 8 Activities allowed in housing units**

1. In accordance to provision of this law, the owner cannot to change designation of building unit if preliminary did not fulfil the conditions by paragraph 2 and 3 of this article as well procedure and other condition determinate with specific acts.
2. In accordance to paragraph 1 of this law, prior to changing designation of building unit, the owner shall ensure the consent of other owners where the total of their specific units used area is over fifty (50%) of the whole building area used.
3. The consent of Owners will be verified to competent body.
4. Administrator, respectively each other owner can request to stop project about changing, if changing of the building unit or common parties are in contrary with paragraph 1, 2 and 3 this article.

**Article 9**  
**Damage responsibility**

1. The owner is responsible for the damage caused during his unit use affecting other building units or joint ownership, in accordance to other general legal provisions.
2. The owner, respectively the building unit tenant together with the person inflicting the damage are responsible for the damage caused by a third person, as a visitor to the owner/tenant in building unit, respectively building joint ownership.

**Article 10**  
**Tenant relations to building joint ownership**

1. If the owner leases the building unit, then with contract for rent all rights and obligations and responsibility transfer to the tenant, excepts property tax.
2. Usual expenses shall be covered by the tenant, whereas other expenses shall be covered by the owner, unless not decided otherwise in the rent contract.
3. In the meaning of paragraph 2 of this article, usual expenses include all running expenses for regular use such as: electricity, water, heating, maintenance and management of joint ownership in the building.
4. Upon making the rent contract, respectively amending the contract, the owner shall immediately notify the administrator. Until the moment of notifying, all obligations of building administration apply to the building unit owner.

**CHAPTER III**  
**BUILDING JOINT OWNERSHIP MANAGEMENT AND MAINTENANCE**

**Article 11**  
**Decision taking**

For decision taking and administration of the building joint ownership, responsible is the Owners Communion or representative of the owners and selected administering bodies such as administering council and the administrator.

**Article 12**  
**Contract for joint ownership**

Relation, rights, obligation as well as the percentage in joint ownership, owners regulate with Contracts for Joint ownership bonded between all owners.

**Article 13**  
**Owners Communion**

1. Meeting of the Owners Communion could be convened by the owners that compose at least 1/5 of ownership parts, the administrator or Managing Council.
2. The administrator is obligated to convoke the Owners Assembly at least once a year with special invitation at least two (2) weeks before the day of meeting.

**Article 14**  
**Leadership and decision takings on the Owners Communion**

1. Owners Communion usually is leaded by the administrator, person which is nominated by the majority of Communion participants, or by that one who convenes the Communion.
2. In the Owners Communion it's decided by the majority votes of the owners that comprise more than fifty (50) % of parts in the building joint ownership.
3. For Owners Communion functioning, it is requested the quorum which comprised is by the owners, parts of the joint ownership that are more than fifty (50) % of joint ownership of the building. In case of quorum absence, the administrator will invite new meeting by the agreement of participants.
4. In the repeated owners meeting, will be voted the proposal-decisions which were represented in the invitation and which are included in regular management by the majority of the present owners, according to the parts of the building joint ownership.
5. During the Owner Communion, the administrator draft the report, in which one are materialized all meeting decisions, and the copy of it will be delivered to all owners.

**Article 15**  
**Management Council**

If the owners will not decide differently, the Management Council comprises by three members that supervise the administrator's work and which proceeds from the contract of management accomplishing works, represent proposal- decisions that are voted by the signing list and also it gives the competences to the administrator.

**Article 16**  
**Administrator**

1. If the building has two or more owners with more than six units in the building, then the owners should nominate the administrator.
2. The Administrator is authorized and represents the owners, and also he is responsible for performing the rights and obligations determined by the enforced law, respectively contracting relationship with third persons.

**Article 17**  
**The right to exercise the Administrator's activity**

1. The administrator performs duties of regular management.
2. Legal entities have the right to exercise the administration activity who should be licensed in MESP.
3. Criteria, norms and procedures for licensing shall be offered in details with Administrative Direction for Licensing the Administrators prepared by MESP.
4. If the administrator is not selected, each owner could propose to be selected in the court by legal procedure.

**Article 18**  
**Administrator authorizations**

1. The administrator, besides the determined authorizations by the Law on has also other authorizations as following:
  - 1.1. draft the building maintenance plan, period of realization and execution of this plan;
  - 1.2. keep accounts of management expenses;
  - 1.3. inform the owners for his/her work and assign for monthly and annually accounts;
  - 1.4. prepare the owner's billing based on monthly accounts and pay for obligations that rise from the contract with third persons .
  - 1.5. present the annual report of object management;
  - 1.6. represent the owners in front of respective bodies for issuing the permits and exercising municipality services;

1.7. administrator performs also other duties that are determined on Law or based on owner's agreement;

**Article 19**  
**Contract of accomplishing the management duties**

1. For accomplishment of other administrative doings, besides authorizations from article 18 of this Law, the relations between the owners are regulated by the special contract;
2. The contract of management performance is validated when it is signed by the administrator and the owners, which is necessary for decision acceptance of administrator selection.
3. The owners, besides the administrator selection, could authorize also another owner for assisting on management works. In this case, the contract is valid when it will be signed by the administrator and all authorized persons for contract realization.
4. In accordance with paragraph 2, of this article, contract of performing the management works is valid also for the owners that didn't sign, respectively owners that voted against signing this contract.

**Article 20**  
**Contract contents of performing the management works**

1. The contract of accomplishing management obligations especially includes:
  - 1.1. administrator's authorizations and obligations;
  - 1.2. monthly salary for accomplishment of management works;
  - 1.3. validation period of the contract.

**Article 21**  
**Administrator's right for the third person selection**

1. Administrator for accomplishing the special task, which are part of the framework regarding management works, could authorize third person who should be licensed according to article 17 of this law. For perform works by the third person, responsible is the administrator.
2. When the administrator in frame of management performance, contract works with third person, for his selection he will respond to the owners.

3. By the contract of management performance, it could be decided that the administrator before contract league with third person, should present this contract proposal to the owners or to the management council for their consent regarding this issue.

4. Selection procedures for third persons, for accomplishing the special doings, are determined by the owners.

### **Article 22**

#### **Contract secession of management work performance**

1. Each contracting parties of management work performance, have right that by unilateral decision to be released from the contract, with obligation to inform the other party within limited period at least three (3) months, since the day of denunciation. Within this period, the owners will select new administrator.

2. In case that administrator would break the law authorizations, or contract obligations, then the owners are not obligated to respect the foreseen resignation period, according to the paragraph 1 of this article.

3. For contract resignation, the owners execute the certain manner as it is for administrator selection.

### **Article 23**

#### **Administrator obligations regarding to the management consigns**

1. After contract performance of management works, the administrator should deliver to new administrator all relevant documentations regarding building management, and also should inform the third parties for administrator changing.

2. Owners nominates the temporary administrator, in required cases, whereas will not be selected the new administrator.

### **Article 24**

#### **Non-fulfilment of Administrator obligations**

1. Its necessity, that the administrator should fulfil the financial obligations with third persons of the contract of building management, according to the accepted payments from each owner separately.

2. If any one of the owners falls down on the obligations fulfilment toward third person, the administrator within eight (8) days, since the day when he receives this information from third person, will deliver the necessity data's of the owner with aim of submitting the indictment-request for he/her.

**Article 25**  
**Administrator Reports**

1. Administrator, regarding his work at least once in the year will report to the owners.
2. Without taking in account the provisions of paragraph 1, of this article, according to the requests of most part of the owners, the administrator will report for his/her valuations.

**Article 26**

1. The administrator should give the possibility to each of owners to have approach in contract view, joining with third person according to the reasonable requests of his/her, not more than once per month, also on accountabilities' books which are evidenced based on the contracts and profiteer reports of the administrator with third persons and about the condition of reserve fund.
2. The administrator should present to each owner the account expenses, once per six (6) months.
3. In expense accountings, the administrator should present separately every circulation expenditures, maintenances, general management works, and also the list of each owner, in which one are evidenced the accountings, amount of monthly prepays on reserved fund, other payments and also the reserve fund condition.
4. The administrator based on the owner's request, will present the evidence- bills of the condition for unpaid obligations due to the certain day.
5. The expenditures of issuing the evidences from paragraph 4, of this article, will not be included in work management performances.
6. For works related with regular management of building, needed consent of co-owners, sections of which contains more than half of joint ownership sections, respectively their authorized.

**Article 27**  
**Performing the activities in contradiction with permit or without a permit of Competent Authority**

1. If in the apartment were done the activities that are in contradiction of authority permit or without his permit, then the Competent Authority with ordinance will halt that activity until issuing the permit of such activity.
2. If according to paragraph 1, of this article, such activity is performed by leaseholder of that apartment, then the Administrator should inform the owner of that apartment.

**CHAPTER IV**  
**ADMINISTRATION AND MAINTANANCE OF BUILDING JOINT OWNERSHIP**

**Article 28**  
**Regular Administration**

1. The works of regular administration, which are of the interest of all owners for one part of the building, may be considered:

- 1.1. maintenance of the hygiene on the surface of common,
- 1.2. regular maintenance of electrically installations on the common parts of the building,
- 1.3. maintenance of lightning and other electronically equipments within and outside of the building,
- 1.4. payment of the expenses of electricity on the common parts and equipments of the buildings,
- 1.5. colouring of walls within and outside the building,
- 1.6. regular repair of elevator;
- 1.7. regular repair of fair installation and fair equipments within the building;
- 1.8. regular repair of water supply, canalization, electrically installations, and machinery installations;
- 1.9. disinfecting and deratization of the common space of the building and specific parts in the whole building;
- 1.10. cleaning of horizontal and vertical, of water and water collection screens;
- 1.11. cleaning of septic tank;
- 1.12. maintenance and cleaning of smokestacks;
- 1.13. maintenance and other services for which shall be decided by the Owners Communion.

**Article 29**  
**Building maintenance plan**

1. The provision of building and maintenance plan is prepared by the administrator in the period of one (1) to five (5) years, approved by the owners.
2. Owners, in the maintenance plan, define sections maintained and managed with financial means provided through pre-payment in the reserve fund.
3. Any owner considering that the maintenance plan does not provide protection of housing conditions, respectively building unit use or main purpose of the building entirety, can require from the offence court with legal procedure to order the review of maintenance plan adaptability.

**Article 30**  
**House Orders**

1. The owners, who have most parts of the joint building ownership, approve the orders of house in which one are determined the essential understanding rules on the building.

**Article 31**  
**Conveyance of the management expenses**

1. The owners are responsible for covering all management expenses according to the percents of building joint ownership, if the owners by the written contract are not agreed differently.
2. For expense coverings, which are as consequences of approved decisions, responsible are the owners, no matter of the fact if they were voting for or against approved decisions.

**Article 32**  
**Works which overpass the framework of regular management**

1. The owners determine the works which ones overpass the frameworks of regular buildings management, with the consent of all owners.
2. Works that overpass the framework of regular management includes the changes of buildings joint ownership, use distinction of buildings joint ownership and improvements that are not included on regular building maintenance.
3. If the owners will not arrived agreement regarding the work financing of paragraph 2, of this article, then the owners which proposed these works could finance the same ones with theirs expanses, if these actions would not violate the property right of the others, respectively would not harm the interest of the other owners.

**Article 33**  
**Prepaid**

Owners in maintenance plan , assigns the amount of monthly prepay for reserve fund, where the participation of each one with be assigned depending of proportional part of him/ her, of the building joint ownership, if the parties will not be agreed differently.

**Article 34**  
**Management of reserve fund**

1. The Administrator should insure that all prepay of the owners for reserve fund, to be managed in special manner.
2. If the Administrator manages more than one building, the reserve funds of different buildings should be managed in distinctive special accounts.
3. The Administrator manages with reserve funds.
4. Owners could make a bargain by the contract for arranging the management works

**Article 35**  
**Using the reserve Fund**

1. The incomes of reserve fund are allowed to be used only for covering the maintenance expenses of building joint ownership, reparations that are foreseen on maintenance approved plan, and for covering the expenses of necessity maintenance works.
2. If the owner will not pay his contribute on reserve fund, then the administrator will make a written invitation for payment. The Administrator's invitation according to the enforced law, is legal act.

**CHAPTER V**  
**PUNITIVE PROVISIONS**

**Article 36**

1. With a fine from five hundred (500) to three thousand (3000) € shall be punished for violation the owner if he/she breaks the provisions of Article 31 of this law.

2. With a fine from one thousand (1,000) up to five thousand (5,000) € shall be punished for violation the legal entity if he/she breaks the provisions of Article 34 of this law.
3. With a fine from one hundred (100) up to five hundred (500) € shall be punished for violation the owner if she/he breaks the provisions of sub-paragraph 1.4., paragraph 1 of Article 11 of this law.
4. With a fine from one hundred (100) up to three thousand (3000)€ shall be punished for violation the Administrator, of she/he breaks the provisions of paragraph 3 of Article 26 and paragraph 1 of Article 35 of this law.

## **CHAPTER VI**

### **Article 37 Implementation**

With this Law enforcement, the provisions that regulate this field shall be abrogated.

### **Article 38 Entering into force**

This Law shall enter in force fifteen (15) days after publication to the Official Gazette of the Republic of Kosovo.

**Law No. 03/L-091  
12 March 2009**

**President of the Assembly of the Republic of Kosovo**

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**Jakup KRASNIQI**