



The condominium administrator must bring the cost estimates into the assembly?

The opportunity to present a cost estimate at the meeting is different from the legal obligation of the condominium administrator.

When the assembly is asked to choose a company or a professional for the assignment of a work or an assignment, the **condominium administrator** is obliged to present to the assembly of estimates?

This is the question that has come to us from one of our readers.

More specifically, this complains that "the condominium administrator writes in the convocation that it is hoped the presentation by the condominium of more estimates for the assignment, but then no one ever bears one, the condominium administrator even and then we have to update the 'meeting. "

Said differently: the condominium administrator who, having called the meeting for the choice of a company, does not take action to identify one or more proposals to be submitted to condominiums is in default?

Powers of the condominium administrator on the subject of estimates.

The condominium administrator, it is always good to remember, acts on behalf of condominiums in the context of a legal relationship similar to that of the **mandate**.

He, therefore, is nothing more than a figure (that **representative**) who, by accepting the task, assumes the obligation to perform one or more legal acts on behalf of the other party (the principal).

What are these **acts**?

Articles 1129 and 1130 of the civil code identify the main ones. Then there are those indicated in **various provisions of law** and not necessarily concerning the figure of the condominium administrator, but who can invest the legal representative of condòmini because of its quality.

Example: the obligation to have the periodic checks carried out by the lift system (dpr 162/99) carried out is not specifically dictated by looking at the **condominium administrator**, but this is subject to this requirement, as it is similar to the one in general has been charged by the law of that task.

On the identification of estimates for **the provision of common services nothing says the law**. This silence makes it possible to express different assessments because of the particular situation in which the condominium administrator goes to work, but in general he can not be blamed if he does not present a quote to the meeting.

Condominium administrator and assembly.

The reasoning - based on the overall reading of the rules dictated in relation to the obligations and attributions of the condominium administrator (as well as the prerogatives of the assembly) - is this: the condominium administrator is required to operate to allow the **provision of common services** through the collection of contributions, as well as everything necessary for

the conservation in good condition of common things (conservative acts).

Given these prerogatives, its ordinary spending powers are mainly identified by the **annual management budget** and by their own personal initiative in case of urgent extraordinary maintenance intervention.

Suppose that the **need arises to make the assembly** choose who and how it should intervene to solve a problem, or that it is necessary to entrust the defense of the building to a lawyer, etc.

Given this situation, the condominium administrator will have to convene the meeting explaining in the convocation (agenda) the reason for the meeting.

For those who write anything else, that is no obligation to submit to the condominiums estimates to choose from.

The task of the condominium administrator, in fact, stops at the explanation of the situation - in the convocation, as well as in the assembly, if indispensable - but does not go as far as the necessary indication of companies, professionals, etc.

Of course, where the attorney knows that for **reasons related to the particularity of the work** to be carried out or for the characteristics of the interested condominiums it is difficult or unlikely that quotations are presented, he will certainly bring them to the attention of the assembly.

It is not uncommon for **condominium administrators to prefer not to submit any estimates** to prevent the assembly from being induced to consider that attitude as a personal interest. Choice certainly legitimate, but falling more than anything else in the context of personal evaluations and not in legal.

Estimates and choice by condòmini.

It is the assembly, **therefore, the body responsible for choosing the best estimate** (or the only one where only one has been presented) and the condominium administrator has no obligation to present this document; even if the condominium administrator presents them, the assembly would not have the obligation to choose among those.

In this situation where it is now clear that **the opportunity** to present an estimate at the meeting is different from a legal obligation placed on the head of the condominium administrator, it is still useful to develop some conclusive considerations.

Assume that you have to choose a cleaning company for common parts. Apparently simple choice: who does not know how to sweep an atrium? But this is not always the case: the company must have special requirements (registration with the Chamber of Commerce, etc.) and it is not enough to know how to do that job.

It is not uncommon to run into contexts where **the basic rules of custody** are ignored at times in total good faith. The discourse also applies to the assignment of maintenance works of plants and common goods.

In short, the presentation of the estimate is not just an activity aimed at allowing condominiums to choose the most convenient price, but also the opportunity to arrive at a clear, precise and conscious choice.

In other words: the **condominium administrator** may be able to make condominiums choose what is really the best solution.

Source <http://www.condominioweb>

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