



Administrator recognizes the credit of the outgoing one: what effects for the condominium?

In terms of advances, to obtain reimbursement, the old director must prove that the expenses have been specifically authorized and/or ratified by the assembly.

Lawyer Marco Borriello 10/18/2023

In a condominium, taking turns at the helm of the **building** is natural. It may therefore happen that a new appointment is necessary, as the administrator in office has resigned due to some disagreements with the condominium owners. Or, it may happen that upon the natural expiry of the mandate, the assembly chooses a new **representative** because he offers his services in exchange for a lower fee.

In these, as in other cases, the handover between the new administrator and the old one inevitably occurs. This is an operation certified by the drafting of a report.

Within this document, among the various items, it can be noted whether or not there are any **arrears due to the outgoing administrator**, perhaps for some advances incurred by him in the name and on behalf of the building. The report is then signed by the subjects in question.

Well, if this were to happen, what would be the value of this act? Is the signing of the handover, in which a **sum advanced** by the old director is recorded, sufficient to establish the right of the same? In terms of payments faced by the old administrator, is the incoming administrator able to recognize the condominium's debt?

These questions were answered by the recent ruling of the **Court of Rome n. 13510 of 26 September 2023**. He did so in the context of a dispute between a building and its former agent for an amount, according to the **former administrator**, advanced and never reimbursed.

However, it is good to delve deeper into the specific case.

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For the management of a large courtyard area, shared by several buildings, back in 2002, a partnership was appointed administrator. This assignment lasted for approximately 16 years, when the **agent** in question resigned.

At the end of the aforementioned mandate, the outgoing administrator claimed to have incurred various expenses, in the name and for the interest of the common property and the related condominium owners, without having received any reimbursement. It was, therefore, an amount that had to be returned and the account and reason for which were recorded during **the handover** with the new administrator. The issue, however, was not resolved amicably. The dispute, therefore, moved to court.

The defendant did not appear before the competent Court of Rome. However, despite the said default, the Capitoline office did not accept the request. According to the magistrate, in fact, the former administrator had not provided any evidence that the **advances** supposedly addressed had been promptly approved and/or ratified by the assembly.

Furthermore, on this point, the credit note inserted in the handover report could have no value. The new administrator, since he was a simple representative of the various owners, did not have the power to **dispose of the right** in question and, even more so, if controversial, he certainly

could not make **declarations of a confessional nature** (ex multis Cass. n. 5759 /1980 - *The confession is the declaration that a party makes of the truth of facts unfavorable to him and favorable to the other party. The confession is judicial or extrajudicial art. 2730 civil code*) .

For these reasons, rejection was inevitable.

Final considerations

With the sentence in question, on the subject of proof of the advance payments made by the former administrator of a condominium, the Court of Rome, in the wake of the prevailing jurisprudence, confirms that the report of the handover, in which the said circumstance is noted, does not does not integrate any **recognition of the debt** by the condominium " *the indication of the credit of the outgoing administrator made by the new administrator of the condominium at the time of the handover (in this case of 5.7.2018 - see doc. no. 19) does not binds the condominium itself by not integrating a debt recognition (see Cass. n. 15702/2020 " .*

Proof of the disbursement cannot, therefore, be represented by the **minutes** in question, much less by the acceptance of the documentation by the new agent. *"The acceptance by the new administrator of the condominium documentation delivered to him by the previous one **does not constitute suitable proof of the debt** towards the latter by the condominiums for the amount corresponding to the deficit between the respective accounting entries, it is still up to the assembly to approve the final account , in order to compare it with the estimate, or evaluate the opportunity of the expenses incurred by administrator's initiative.*

The signing of the document delivery report, signed by the new administrator, does not therefore integrate a debt recognition made by the condominium in relation to the advance payments attributed to the previous administrator and resulting from the registered cash situation".

In terms of advances, therefore, to obtain reimbursement , the old director must inevitably prove that they have been specifically authorised, approved and/or ratified by the meeting.

Source: <https://www.condominioweb.com/amministrazione-riconosce-il-credito-di-quello-uscente-quali-effetti-per-il-condominium.21053#2>

GECOSEI by Giuseppina Napolitano

Giuseppina Napolitano