

CHAPTER 398

CONDOMINIUM ACT

To regulate Condominiums.

1st July, 2001

ACT XXIX of 1997, as amended by Acts XVI of 2001 and IX of 2004; and Legal Notices 181 of 2006 and 425 of 2007.

1. The short title of this Act is Condominium Act.

Short title.
Amended by:
XVI. 2001.2.

2. (1) Condominium is a building or group of buildings where the ownership or the use or the enjoyment of the common parts thereof is vested *pro indiviso* in two or more persons and the ownership of the various separate units in the building or group of buildings is vested *pro diviso* in the same two or more persons:

Provided that two or more tenements one or more of which overlies another and where there only exists a number of servitudes of the tenements over each other, and only the drains, or the drainage system or other piped or cabled services are owned in common, or where two or more tenements only have a common outer staircase or common outer landings, shall not be considered a condominium.

(2) For the purposes of this Act, a condominus means the owner of a separate unit and includes the emphyteuta or the usufructuary of such unit.

3. The provisions of article 4, article 6(2) and (3), articles 7, 8 and 10, subarticle (2) of article 11, article 15, article 16(2), and articles 17, 18, 20, 21, 22, 23, 24 and 26 shall be observed in all cases of condominium and any agreement contrary thereto shall be without effect.

Parties may not make arrangements contrary to certain provisions.

4. The provisions of Title V of Part I of BOOK SECOND of the Civil Code shall not apply to property held *pro indiviso* in the common parts of the condominium.

Non-applicability of certain provisions of the Civil Code. Cap. 16.

5. Unless otherwise resulting from the title of the owners of the separate units, or unless it is otherwise agreed by the condonini by a public deed, the common parts of a condominium are the following, even if one or more of the condonini do not make use thereof:

Common parts of a condominium.

- (a) the land on which the condominium is constructed, the foundations, the external walls, including the common dividing walls with neighbouring tenements, the roofs, the shafts, the stairs, the entrance doors, the lobbies, corridors, the stairwells, the courtyards, the gardens, the airspace above the whole property and in general, all the other parts of the property which are intended for the common use;

- (b) the parts used as a reception and as a common washroom and the parts used as a porter's lodge, for the central heating equipment, and for all other facilities intended for the common use; and
- (c) lifts, wells, cisterns, aqueducts, sewers, drainage pipes, all installations for water, gas, electricity, heating and similar services up to where the said installations branch off to the exclusive property of each condominium, and works, installations and objects of whatever type intended for the common use or benefit.

Rights of
condomini.

6. (1) Unless otherwise resulting from the title, the shares in the common part shall be presumed to be divided equally between the owners of the various separate units.

(2) A condominium cannot renounce to his rights in the common parts.

(3) A condominium cannot dispose of his rights in the common parts separately from his rights in the parts held separately *pro diviso*; nor may he dispose of his rights in the parts held separately *pro diviso* separately from his rights in the common parts.

Indivisibility of
common parts.

7. No portion of the common rights may be divided or disposed of without the consent of all the condominiums.

Alterations.
Amended by:
XVI. 2001.4.

8. (1) Without prejudice to the provisions of subarticles (5) and (7), the condominiums may by the vote of the majority mentioned in article 22(7) provide for the making of alterations to or innovations in the common parts which bring about an improvement or the more comfortable use or the better enjoyment of the common parts.

(2) Without prejudice to the generality of the preceding subarticle, the following shall be deemed to be alterations or innovations:

- (a) the widening of the entrance door;
- (b) the installation of a lift;
- (c) the installation of a hall-porter system;
- (d) the conversion of a yard into a garden or into an internal parking space.

(3) Without prejudice to the provisions of subarticles (5) and (7), the following alterations or innovations to the common parts shall not take effect unless with the unanimous consent of all the condominiums:

- (a) those which change the aesthetics and decor of the condominium; or
- (b) those which seriously affect the use or enjoyment of any common part by any of the condominiums; or
- (c) those which may prejudice the stability or the security of the building.

(4) Where the airspace over a condominium is owned by one owner separately from the other condomini, he may if he builds over that airspace, extend the common parts, at his expense, to serve also the separate units constructed by him on the airspace, and his share of the expenses relating to the common parts shall, unless it is otherwise agreed, be redistributed between the owners according to the proportion that the new units are of all the separate units in the condominium.

(5) A condominus may at his own expense install or erect any necessary facility which mitigates or eliminates problems of mobility provided that these do not cause any serious prejudice, after such erection or installation, to the other condomini. The provisions of article 9 shall apply, *mutatis mutandis*, to the expenses incurred in such installation or facility.

(6) Where in a condominium, one or more separate units is owner occupied and one or more separate units is occupied by a tenant, the tenant occupying the separate unit, or his representative, shall be entitled to be present during the meeting of the condomini and express his opinion on any matter effecting the enjoyment of, or alteration to, the common parts. Only one tenant per unit shall attend and intervene during the meeting, provided that such attendance shall not in any way, imply that the tenant is entitled to vote.

(7) Where a tenant occupying the separate unit as his ordinary residence, unless he is a tenant in Government property as referred to in article 31(6), wishes to install or erect, at his own expense, any facility as is referred to in subarticle (5), but either the owner, or the meeting of the condomini, refuses the relative consent, the tenant may refer the matter to arbitration, and where the arbitrator finds that such installation or erection does not conflict with the works described in subarticle (3), it shall be carried out.

(8) The tenant may also contribute to the costs incurred for the execution and preservation of alterations or innovations to the common parts, in terms of article 9(3).

(9) When the installation or erection is carried out at the tenant's expense, or where the tenant contributes to the costs mentioned in subarticle (8), even in those cases where such work serves to enhance the value of the unit, the conditions of the lease may not be changed, provided that the owner of the separate unit occupied by the said tenant cannot be forced to reimburse the tenant even when the said lease is terminated.

(10) The tenant referred to in the previous subarticles to this article cannot renounce to his rights.

9. (1) The condomini who do not intend to benefit from the alterations or innovations which are susceptible of separate use by each condiminus are exempt from contributing to their costs.

(2) The provisions of subarticle (1) shall only apply to alterations or innovations which, having regard to the particular condition and the prestige of the condominium are decorative or where their costs are excessively onerous.

Excessively
onerous costs or
decorative
alterations.

Amended by:
XVI. 2001.5.

(3) In the case mentioned in subarticle (1), such condomini or their particular successors in the relative units may however at any time participate in the benefits brought about by the alterations or innovations to the common parts if they contribute to the costs incurred for the execution and preservation of the said works. Such contribution shall be equivalent to what such condomini would have paid for the execution and preservation of the said works had they decided to benefit from the alterations or innovations when these were originally made. Such contribution shall be paid, through the administrator, if any, to the other condomini. In the absence of the administrator, payment is to be effected in the manner agreed to by the condomini.

(4) If two-thirds of the units represented during a meeting decide to make alterations which are not susceptible of separate use by each condominus, all the condomini shall contribute to the costs of the said alterations in proportion to their shares in terms of article 6(1).

Damage caused to common parts by works undertaken in the non-common parts.

Apportionment of costs.

Cap. 16.

Maintenance and repairs of ceilings.

10. No condominus may execute in his individual property works which may cause damage to the common parts.

11. (1) The costs necessary for the preservation, maintenance, ordinary and extraordinary repairs, for the enjoyment of the common parts, for the rendering of services in the common interest and for the alterations agreed upon by the condomini are to be divided between the condomini in proportion to the value of the property of each condominus, saving always any contrary agreement.

(2) Where the expenses are made with respect to anything that serves the codomini in an unequal measure, the expenses shall be apportioned in proportion to the use that each one can make.

(3) Where in a building there are various staircases, yards, roofs or other things destined to serve any one part of the whole building, the expenses for their maintenance shall be to the charge of that group of condomini that can make use of them.

(4) Unless it is otherwise agreed between them, a condominus shall have a right to demand from the tenant of his separate unit such part of the expenses referred to in subarticle (1) that relates to maintenance that in accordance with the provisions of the Civil Code, are at the charge of the tenant.

(5) Any condominus who feels that his share in respect of such expenses is not fair considering the value of his ownership rights in the condominium may refer the matter to arbitration.

12. (1) Where a ceiling is a common part and is the ceiling of a lower storey and the floor of a higher storey of a condominium, the costs incurred for the maintenance and ordinary and extraordinary repairs of such ceiling shall be borne as to one-half by the condominus of the lower storey and as to the other half by the condominus of the higher storey.

(2) The condominiums of the higher storey shall bear all the costs connected with the laying of the paving of the floor.

(3) The condominiums of the lower storey shall bear the costs for the painting and the decoration of the ceiling as well as for any services above the roof relating to the lower storey.

(4) Where the higher storey or the lower storey forms part of the common parts, the costs referred to in subarticles (2) and (3) in respect of the storey which is a common part, shall be borne by the administrator on behalf of the condominiums.

13. The condominium who has the exclusive ownership and the exclusive use of a part or the whole of the airspace of the condominium may construct new structures, provided that he is not restricted from doing so in terms of his title of ownership and that such structures do not cause any damage to the stability of the building or do not affect the enjoyment by the other condominiums of their rights in the condominium.

Construction of new structures on the airspace above the condominium.

14. (1) Unless otherwise agreed to by all the condominiums or unless it is otherwise provided in the title, if a condominium is completely or substantially destroyed, any condominium may request the licitation of the entire condominium.

Total or partial destruction of the condominium.
Amended by:
XVI, 2001.6.

(2) In the case of a destruction, not being a complete or substantial one, of the condominium, the meeting shall discuss and decide on the reconstruction of the common parts.

(3) Each condominium shall be bound to reconstruct his unit, and to effect, at all times, any necessary repairs therein to maintain it in good condition.

(4) The provisions of subarticles (1), (2) and (3) shall apply without prejudice to any right for damages which the condominium, or the condominiums, may have against another condominium or other condominiums.

(5) Where all the condominiums so agree, the administrator is to insure the condominium in respect of damage and, or destruction.

(6) Each condominium shall have the right to make additional insurance in respect of the part of the condominium held *pro diviso* by him.

(7) The expenses for the reconstruction and for insurance referred to in subarticle (5) shall be borne by the condominiums in proportion to their shares in the condominium in terms of subarticle (1) of article 6.

(8) Any condominium who feels that his share in respect of the expenses as determined in subarticle (7) is not fair considering the value of his ownership rights in the condominium may refer the matter to arbitration. Such referral shall be regulated as follows:

- (a) such referral shall be made not later than three months from the date when he is informed of the amount of his share;
- (b) the administrator and the other condominiums shall be

Appointment and
removal of
administrator.
Amended by:
XVI. 2001.7.

made party to the proceedings; and

- (c) the arbitrator shall take into consideration principally the value of the ownership rights of the condominiums making the referral as a proportion to the value of the whole condominium.

15. (1) When there are more than three condomini, the meeting of the condomini shall appoint an administrator. If the meeting does not make such an appointment, the matter shall be referred to arbitration by one or more of the condomini and the administrator shall be appointed by the arbitrator. Where there are three or less condomini they shall, unless they otherwise agree, administer jointly.

(2) Unless otherwise provided for in his appointment, the administrator shall hold office for a period of two years, provided that he shall continue in office until another administrator is appointed in terms of subarticle (1).

(3) Where the administrator intends to resign his office before the expiration of the period mentioned in his appointment, he shall call a meeting to discuss the appointment of a new administrator. If during such meeting no agreement is reached as to the appointment of an administrator or such meeting is not held, the administrator may refer the matter to arbitration in accordance with the provisions, *mutatis mutandis*, of subarticle (1), and a new administrator shall be appointed by the arbitrator.

(4) Apart from the case provided for in article 22(7)(a), any one or more of the condomini may refer the matter of the revocation of the appointment of an administrator to arbitration requesting such revocation on the grounds that the administrator has not rendered his accounts, on the grounds that there are reasonable suspicions of serious irregularities on the part of the administrator or on the grounds that there are serious failures by the administrator in the performance of his duties.

(5) The Land Registrar shall keep a register of all appointments and changes of administrators.

(6) The administrator shall notify the said Land Registrar of his appointment and eventual change within fifteen days from such appointment or change.

(7) Any condominium may notify the Land Registrar of any appointment, removal or change of the administrator.

(8) The register shall be accessible to any person wishing to see it.

(9) The fees due to the administrator shall be determined by the meeting of the condomini.

Functions of the
administrator.
Amended by:
XVI. 2001.8.

16. (1) The functions of the administrator shall include the following:

- (a) to execute the decisions of the meeting of the condomini and to ensure the observance of the rules

- regulating the condominium;
- (b) to regulate the use of the common parts and the performance of services in the common interest, in such a way that all the condonini are assured the maximum benefit possible;
 - (c) to apportion the costs in terms of article 11(1), to collect the contributions from the condonini and, subject to the approval of the meeting, to set up and maintain a floating fund to which the condonini shall contribute their share;
 - (d) to perform such acts as are necessary for the preservation and protection of the common parts;
 - (e) to render accounts to the condonini at such intervals as the meeting shall decide or as may be established in the rules regulating the condominium;
 - (f) to claim or receive monies or interest;
 - (g) where so agreed in accordance with article 14(5), to take the necessary steps to have in force an adequate insurance of the condominium; and
 - (h) to perform such other acts which are ancillary or conducive to the proper management of the condominium.
- (2) In addition to the register kept in terms of article 22(1), the administrator shall keep registers containing:
- (a) the minutes of all the meetings;
 - (b) a record of the posting of notices sent to the condonini and their representatives; and
 - (c) a copy of all notices, decisions and directives affixed on the notice board in terms of article 22(5) with the relative dates of their affixing.
- (3) On termination of his appointment, the administrator shall hand over the said registers to the new administrator.
- 17.** (1) In matters relating to the common parts of the condominium, the administrator has the representation of all the condonini and has also the judicial and legal capacity to sue the condonini or third parties and to be sued.
- (2) The administrator may be sued with regard to any matter concerning the common parts. He shall also be served with any order made by any authority on matters which concern the common parts.
- (3) If the sworn application, judicial act or order relates to a matter which though related to the condominium goes beyond the functions of an administrator, the administrator shall be bound to inform without delay the condonini and to convene a meeting to discuss the matter.
- (4) The administrator who does not fulfil such duty shall be responsible in damages.

Representation.
Amended by:
L.N. 181 of 2006.

Dissent of a
condominus with
regard to litigation.

18. (1) When the meeting decides to institute litigation or to oppose any judicial demand, any dissentient condominus may notify his dissent by means of a judicial letter to be served on the administrator. The judicial letter shall be filed within six days from the date on which the notice of such decision is affixed in terms of article 22(5).

(2) The dissentient condominus shall have the right to be indemnified against costs incurred or damages suffered as a result of such litigation.

(3) The dissentient condominus who may have derived a benefit from the litigation which was decided in the condomini's favour, shall be bound to contribute to the expenses of the litigation proceedings.

Measures taken by
the administrator.

19. (1) The measures taken by the administrator which fall within his functions bind all the condomini.

(2) Any condominus may appeal to the meeting against any measure taken by the administrator.

(3) The right granted under subarticle (2) is without prejudice to any right to refer the matter to arbitration.

Costs incurred
by a condominus.

20. A condominus who incurs costs without having been authorised in writing to incur those costs by the administrator or by the meeting does not have a right to be reimbursed for the said costs, unless they were of an urgent nature. Where no agreement is reached on whether the costs were of an urgent nature the matter shall be referred to arbitration.

Functions of the
meeting.

21. In addition to the functions conferred by the preceding provisions of this Act, the meeting of the condomini which is to be held at least once annually shall have the following functions:

- (a) to appoint or to confirm the administrator and to determine any remuneration that may be due;
- (b) to approve the estimates of expenditure to be incurred during the year;
- (c) to approve the accounts prepared by the administrator and to determine how any residual assets accruing from the management of the common parts shall be utilised or invested;
- (d) to approve the execution of extraordinary repairs and, if need be, to create a special fund for such repairs.

Procedure
concerning general
meetings.
*Amended by:
XVI. 2001.9.*

22. (1) The administrator shall keep a register of all the condomini with the postal address as indicated by each condominus.

(2) A condominus may indicate to the administrator the name and address of a representative who, on being entered into the register of the condomini mentioned in subarticle (1), shall be the person to whom any notice is to be served by the administrator.

(3) In addition to the provisions of subarticle (5), any notice

which the administrator is bound to give shall be presumed to have been validly given if such notice is sent by registered mail to the condominiums, or his representative mentioned in the preceding subarticles, at the address shown in the register and such notice shall, for all intents and purposes of law, be considered to have been served three days after posting if the address is in Malta and seven days after posting if the address is overseas:

Provided that no notice shall be required in respect of a condominium who does not indicate his postal address or that of his representative according to the provisions of the preceding subarticles:

Provided further that the administrator may, instead of sending the said notice by registered mail, send it by facsimile transmission or by any other electronic means in which case the notice shall be considered to have been served the day after it has been so transmitted.

(4) No meeting shall be held before the expiry of seven days from the service of the notice in terms of subarticle (3) and from the affixing of the notice in terms of subarticle (5).

(5) The administrator shall ensure that a notice board is fixed in a prominent common part of the condominium and shall affix on such board the notices of all meetings, all the decisions taken during the said meetings as well as any decision or directive which he deems to be of such importance that requires that they be brought to the notice of the condomini.

(6) The quorum for a meeting shall be a number of condomini representing two-thirds of the units. If within half an hour from the time appointed for the meeting a quorum is not present, it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the administrator may indicate beforehand in the notice convening the meeting; and if at the adjourned meeting a quorum is not present within half an hour from the appointed time the condominiums or condomini present or represented in that meeting shall be a quorum.

(7) Decisions which concern -

- (a) the removal of the administrator; or
- (b) any judicial proceedings the subject-matter of which falls outside the functions of the administrator; or
- (c) the undertaking of extraordinary repairs; or
- (d) the making of alterations to the common parts mentioned in article 8(1); or
- (e) the approval or amendment of the rules mentioned in article 24,

shall be valid if approved by a number of condomini representing not less than two-thirds of the units represented during the meeting.

(8) All other decisions shall be valid if approved by a simple majority of the units represented during the meeting.

(9) Decisions taken at a meeting in terms of this article shall be binding on all the condomini.

(10) Where a unit is owned by more than one condominium, the condomini owning that unit shall indicate to the administrator the name and address of the person who shall represent that unit during a meeting. Such representative shall continue to represent the condomini jointly owning the same unit until such time as the condomini agree to substitute the representative and inform the administrator accordingly.

(11) In the case of disagreement with regard to the appointment or substitution of a representative, any condominium may by application request the Civil Court, Second Hall, to appoint a curator even from among the condomini themselves to represent all the condomini owning a particular unit in a condominium with regard to all matters regulated by this Act. The Civil Court, Second Hall, shall give effect to the opinion of the majority regard being had to the total number of condomini unless any dissentient condominium shows to the satisfaction of the court that he has good ground for his objection. The registrar shall notify the administrator of the appointed representative giving the particulars mentioned in subarticle (10). No appeal shall lie from the decision of the said court.

(12) Without prejudice to the internal relationship of the co-owners of a unit, the representative appointed under subarticles (10) and (11) shall be responsible towards the administrator for all the obligations of the unit.

(13) A condominium may be represented during a meeting by a proxy who during the meeting shall have the same rights and obligations as the condominium represented by him. The condominium shall appoint a proxy by means of a written instrument.

(14) The meeting shall be chaired by the administrator. In his absence, any condominium as decided at the beginning of the meeting shall chair the meeting. The chairman of the meeting shall have, in the case of a tie, a casting vote:

Provided that if the administrator is not a condominium, he shall have no original vote but only a casting vote in the case of a tie.

Impugning the decisions of the meeting.

23. (1) Any condominium who disagrees with a decision of the meeting on the grounds that the decision is contrary to law or to the regulations of the condominium or is unreasonable or oppressive may refer the matter to arbitration.

(2) The reference of a matter to arbitration in accordance with subarticle (1) shall be made by the dissentient condominium within thirty days from the date the decision of the meeting is notified to him in accordance with the provisions of article 22(3):

Provided that where the first proviso to article 22(3) applies, the period of thirty days shall commence to run from the date the decision is affixed on the notice board in terms of

subarticle (5) of the said article 22.

(3) If the arbitrator finds for the dissentient condominium, he may annul or amend the decision.

24. (1) A set of rules may be drawn up to regulate the use of the common parts and the apportionment of the expenses incurred in connection with the common parts. The rules may also include rules for the preservation of the condominium's decor and those concerning its administration.

Regulation of condominium.

(2) Each condominium may take the initiative to prepare the rules concerning the condominium or for the revision of any existing rules, which rules shall be submitted to a meeting of the condominiums for their approval in accordance with subarticle (3).

(3) The rules concerning condominium shall be approved during a meeting of the condominiums by the majority of the condominiums established in article 22(7) and shall be registered with the Land Registrar by the administrator or, where there is no administrator, by the condominium jointly or by a person delegated by them. Any amendments made to such rules shall also be registered as aforesaid.

(4) The Land Registrar shall retain and register any document which is required to be delivered to him for the purpose of registration under any of the provisions of this Act.

(5) Any person may -

- (a) inspect the documents kept by the Land Registrar; and
- (b) require a copy or extract of any document delivered to the Land Registrar.

(6) Where any rules concerning a condominium or amendments made thereto are registered in terms of subarticle (3), the Land Registrar shall cause without delay a statement to be published in the Government Gazette showing the date at which the registration was made.

(7) Any dissentient condominium may challenge the said rules or part thereof on the grounds that they are contrary to law, or unreasonable, or oppressive, and may refer the matter of such challenge to arbitration.

(8) These rules shall in no way decrease the rights of the condominiums emanating from the title of ownership and from any agreement validly entered into, and in no case shall they derogate from the provisions of article 6(3) and of articles 7, 8, 15, 17, 18, 22 and 23.

25. Where no rules have been made or approved in terms of article 24, any condominium may propose a set of rules to regulate the condominium and if the same are not accepted by the other condominiums, the matter of the adoption of such rules shall be referred to arbitration, and the arbitrator shall determine whether such rules shall be adopted with or without amendment.

Where no rules are made or approved by the meeting.

Arbitration.
Amended by:
IX. 2004.28.
Cap.387.

Special rules
governing
arbitrations under
this Act.
Amended by:
XVI. 2001.10.

Licitation.
Amended by:
IX. 2004.30.

Vexatious
arbitrations.
Amended by:
L.N. 425 of 2007.

Powers of the
Court.
Cap. 387.

Transitory
provisions.
Amended by:
XVI. 2001.11.

26. In any dispute that in accordance with this Act is to be or may be referred to arbitration, the rules contained in the Arbitration Act or made thereunder relating to mandatory arbitration shall apply.

27. *Deleted by: Act IX. 2004.29.*

28. The licitation of a condominium, referred to in article 14(1), shall, unless the condomini do not otherwise agree, be conducted in such rules contained in the Arbitration Act or made thereunder. The sale shall, in the absence of special rules of procedure as envisaged in article 26, be regulated by the arbitrator.

29. If during the hearing of any arbitration the arbitrator finds that the referral is vexatious, he may order the offending party to pay to the other parties a penalty not exceeding one hundred and sixteen euro and forty-seven cents (116.47). The same penalty may be imposed by the arbitrator on the other party where the action that has given rise to the application is vexatious.

30. Saving the provisions of Part VI of the Arbitration Act, in matters which in accordance with this Act may be or are to be referred to arbitration, no court shall intervene or have jurisdiction except where so provided by the said Arbitration Act.

31. (1) The provisions of articles 2, 4, 5, 6, 8, 9, 10 and 22(7)(d) shall apply also to condominia existing before the coming into force of this Act.

(2) Without prejudice to the provisions of subarticle (1), the provisions of this Act shall apply also to condominia existing before the coming into force of this Act as provided in the following subarticles.

(3) Without prejudice to the provisions of subarticles (5) and (6), where in a condominium existing before the coming into force of the Housing Laws Amendment Act, 1995 and in which one or more of the separate units was before the coming into force of that Act subject to a lease, the provisions of this Act, other than the provisions referred to in subarticle (1) shall not apply to the whole condominium for as long as the lease subsists or until the landlord and the tenant or the dominus and the emphyteuta, as the case may be, do not otherwise agree by a public deed, to be registered in the Public Registry or the Land Registry, as the case may be, wherein the relationship between the landlord and the tenant, or the dominus and the emphyteuta, as the case may be, are regulated:

Provided that any agreement regulating the relationship between the landlord and tenant, or the dominus and the emphyteuta, as the case may be, entered into after the coming into force of the Housing Laws Amendment Act, 1995 and before the coming into force of this Act shall continue to have effect even if such agreement was not made by a public deed as aforesaid and in such a case the provisions of this Act shall apply to the condominium.

(4) For the purpose of subarticles (3) and (5), a lease means a letting or a temporary emphyteusis for a period of twenty one years or less, but does not include an emphyteusis of twenty one years or less which is extendible to more than twenty one years.

(5) Without prejudice to the provisions of subarticle (6), in the case of condominiums existing before the coming into force of this Act and in which the lease to which the separate units were subject were new lettings or new emphyteusis entered into after the coming into force of the Housing Laws Amendment Act, 1995 (as defined in the applicable provisions of that Act), the provisions of this Act shall apply and the obligations and rights of a condominium in this Act shall be incumbent on and shall be exercisable by the landlord or the emphyteuta, unless it is not otherwise agreed by the landlord and the tenant or the dominus and the emphyteuta, by a public deed which is to be registered in the Public Registry or the Land Registry as the case may be:

Provided that any agreement regulating the relationship between the landlord and the tenant or the dominus and the emphyteuta, as the case may be, with respect to the obligations and rights of a condominium, entered into after the coming into force of the Housing Laws Amendment Act, 1995 and before the coming into force of this Act shall continue to have effect even if such agreement was not made by a public deed as aforesaid.

(6) The provisions of this Act shall not apply to condominiums where any of the separate units are Government property, until the Minister responsible for housing makes an Order stating that they shall be so applicable, and such an Order may provide for particular condominiums or categories of condominiums and also for the relations between the Government as a landlord and the tenants:

Provided that nothing in this subarticle shall be understood as authorising the Minister to make an Order having the effect of amending any of the provisions of this Act:

Provided further that the Minister responsible for housing may grant permission to erect or install the facilities mentioned in article 8(5) and (7) in blocks of buildings wholly or partially owned by the Government; and such permission shall not render such building a condominium.

32. The Minister responsible for the Land Registry may make regulations for the better carrying out of the provisions of this Act.

Power of Minister
to make
regulations.
*Amended by:
XVI. 2001.12.*

Fees
*Added by:
XVI. 2001.13.*

33. The Minister responsible for the Land Registry may, with the concurrence of the Minister responsible for finance, make orders with respect to the amount of fees payable for anything done or service rendered under this Act.