

WHAT IS THE CONDOMINIUM LAW AND WHAT ARE THE GUIDELINES THAT APPLY IN UGANDA

In simple terms a condominium is one of a group of housing units where each homeowner owns their individual unit space, and all the dwellings share ownership of areas of common use. Under condominium there is no individual ownership of a plot of land. All the land in the condominium project is owned in common by all the homeowners. Condos in Uganda are regulated by the **Condominium Property act 2001** and the **Condominium Regulations, 2002** which allows for one to have a land title for a specific housing unit or condo within a building.

WHAT ARE THE LEGAL RIGHTS AND OBLIGATIONS UNDER THE CONDOMINIUM BY LAWS?

Under the Condominium Property Act, 2001, besides the provision for the division of buildings into units and common property, there are rights to individual ownership of those units by issuance of certificates of title in relation to the units, ownership of common property by proprietors of units as tenants in common, as well as the use and management of the units and common property and for other connected matters. This can be found in Part IV of the Act, 2001.

Under this setting, there use of and access to common facilities, for example: swimming pools, elevators fire extinguishers, security, gardens, parking lots, cleaning of common areas, garbage collection services and controlled by the association of owners that jointly represent ownership of the whole condominium.

Therefore, property developers or companies can engage in the construction of apartments and sell them as is and give the buyer a title or certificate for his property the same way you would sale a stand-alone house on a plot of land.

WHAT IS A CONDOMINIUM TITLE?

A condominium title is one issued in respect of a unit space on the condominium building. The provisions of the Registration of Titles Act relating to registration techniques, procedures and practices shall, unless otherwise provided in this Act, apply to the registration of land dealings under the condominium setting. A certificate of title issued in respect of a unit comprised in a condominium plan registered under this Act shall, upon registration of the plan, be deemed to have been issued under the Registration of Titles Act.

A proprietor of a unit in respect of which part of the register is opened under section 3 may sell, transfer, lease, charge, or otherwise deal with that unit in the same manner and form as land held under the Registration of Titles Act subject to this Act.

ARE THERE ADDITIONAL FEES CLIENTS PAY AFTER THEY HAVE CLEARED THE PURCHASE PRICE?

Unless there are fees are provided for under the contract between the parties, most of the fees and duties are covered under the Condominium Property Regulations, 2002.

IS IT OK FOR CLIENTS TO MAKE CHANGES TO THE APARTMENTS?

Change of use of unit. An owner of a unit shall not change the use of his or her unit unless the corporation has, by unanimous approval, consented to the change of use or the planning and local authorities have approved the change of use. The common property comprised in a registered condominium plan shall be held by the owners of all the units as tenants in common in shares proportional to the unit factors for their respective units

IF CLIENT HAS PURCHASED AN APARTMENT AND FINDS SOMETHING FAULTY WHEN PURCHASED IS THE BUYER LIABLE?

This is very much dependent on the contract between the two parties. Understandably, if their contract provides for the buyer being liable then they have to be the ones to meet that cost. While in other cases it differs.

WHAT ARE THE LEGAL PROCEDURES TO FORMING A CONDOMINIUM ASSOCIATION AND WHEN CAN IT BE FORMED?

For the legal processes on this you need to look at the Condominium Property Act 2001 PART IV which talks about management and use of a Condominium Property as well as the Condominium Property Regulations, 2002. It provides for the establishment of a corporation under the Act and its functions to that effect.

WHAT ARE CONDOMINIUM FEES AND HOW ARE THEY PAID

The fees are clearly prescribed under the **Condominium Property Regulations, 2002** under **Regulation 29** which refers you to the **Sixth Schedule**.

DOES THE DEVELOPER HAVE TO PROVIDE PROMISED AMENITIES?

Yes the developer has to provide the promised amenities especially if the parties agreed to the same in their contract during the transaction of the same. This is so because condominiums are very dependant on contractual

obligations of the party in fact this is partly handled under **Part V** of the **Condominium Act, 2001**.