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Disconnection from Condominium Central Heating and Extraordinary Maintenance Costs

Italian Supreme Court of Cassation, Civil Division, Order no. 1098 of 2026: unilateral disconnection from central heating does not exempt the unit owner from participating in extraordinary conservation and maintenance costs of the common system

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Current Legal Framework as of 19 January 2026: Addressing the interplay between disconnection from central heating and extraordinary maintenance costs, the Italian Supreme Court of Cassation reaffirms that relinquishing the use of the central heating plant exempts the unit owner solely from ordinary consumption charges, and not from extraordinary maintenance or regulatory compliance works affecting the shared heating installation.

ABSTRACT

In Order no. 1098 of 19 January 2026, the Italian Supreme Court of Cassation, Civil Division, examines the allocation of condominium charges following unilateral disconnection from a central heating plant. The Court clarifies that **relinquishing the daily use of central heating** does not extinguish **co-ownership rights over the common installation**, thereby obligating the detached unit owner to contribute in full toward **extraordinary maintenance**, regulatory compliance upgrades, and involuntary thermal dissipation under Article 1118 of the Italian Civil Code. Works aimed at repairing or bringing an obsolete boiler up to statutory safety standards do not constitute **burdensome innovations** under Article 1121 of the Civil Code, but rather conservation-oriented functional upgrades binding upon all co-owners. Any procedural defect in the notice convening the underlying resolution entails mere **annulment (voidability)** subject to the mandatory thirty-day statutory forfeiture period (*decadenza*), barring belated objections raised against subsequent resolutions approving the final accounting allocation.

Key Takeaways

- **Disconnection and conservation expenses:** A condominium unit owner who relinquishes the use of the central heating system remains liable for conservation and extraordinary maintenance costs pursuant to Article 1118, fourth paragraph, of the Civil Code, retaining at all times the potential entitlement to reconnect.
- **Legal nature of the works:** Repairing and bringing a malfunctioning or obsolete heat generator into statutory compliance constitutes extraordinary maintenance and an efficiency-improving modification, excluding its classification as a burdensome innovation under Article 1121 of the Civil Code.
- **Thermal dissipation charges:** Even after physical disconnection of individual branch pipes, the unit owner continues to bear proportionate charges for involuntary energy consumption resulting from heat radiated by the shared distribution network.
- **Invalidity regime and statutory forfeiture:** Failure to state expressly on the meeting agenda that a prior resolution is being revoked amounts to a formal defect entailing annulment (voidability), actionable solely within the mandatory thirty-day statutory forfeiture period (*decadenza*) under Article 1137 of the Civil Code.

CASE DOSSIER

JURISDICTION
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SUBJECT AREA
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LEADING DECISION
Italian Supreme Court of Cassation, Civil Division, Order of 19 January 2026, no. 1098 — Unilateral disconnection from the centra

Legal Principle / Editorial Headnote

A condominium unit owner authorized to relinquish the use of the central heating installation and to disconnect the branch pipes serving their individual unit remains obligated to contribute to the expenses necessary for the conservation and extraordinary maintenance of the common asset, including regulatory compliance upgrades and replacement of structural components, insofar as the plant remains a common accessory susceptible to subsequent reconnection. Works aimed at restoring an obsolete or non-functioning heating installation constitute extraordinary maintenance and efficiency-enhancing modifications, falling outside the regime governing burdensome or luxury innovations under Article 1121 of the Italian Civil Code.

01. THE LEGAL FRAMEWORK GOVERNING DISCONNECTION FROM CENTRAL HEATING AND EXTRAORDINARY MAINTENANCE COSTS: SYSTEMATIC SCOPE AND FACTUAL BACKGROUND

The intricate relationship between **disconnection from central heating and extraordinary maintenance costs** continues to engage both trial courts and the Supreme Court of Cassation, striking a delicate balance between the managerial autonomy of the individual real estate unit and the mandatory safeguarding of the structural integrity of the condominium building. The statutory reform of Italian condominium law codified the unit owner's entitlement to relinquish the use of the central heating installation, making its lawful exercise conditional upon the absence of significant operational imbalances or increased financial burdens upon the remaining co-owners. Nevertheless, the lawful exercise of the right to withdraw from active heat supply does not sever the proprietary nexus linking the components of the centralized plant to the individual units, thereby confirming the continued applicability of property-based rules of expense allocation.

1.1 — Statutory Prerequisites under Article 1118 of the Civil Code and the Legal Nature of the Central Heating Plant

Article 1118 of the Italian Civil Code, in its fourth paragraph, expressly governs the renunciation of use of the shared heating installation, delineating both its material prerequisites and its accounting consequences. The statutory provision establishes that an individual co-owner may lawfully carry out physical disconnection only where such isolation causes neither **significant heating imbalances** for the remaining units nor **increased expenditure** for the other participants in the condominium co-ownership. The absence of such adverse effects must be demonstrated by means of a specific technical expert report, with the burden of proof resting squarely upon the unit owner seeking disconnection.

Even where the technical disconnection fully complies with statutory parameters and is formally permitted, however, the regime governing cost allocation is by no means extinguished across the board. Both the literal wording and the teleological rationale of Article 1118 of the Civil Code draw a strict dichotomy between cost items arising from day-to-day operational management and those pertaining to the capital preservation of the asset: the renouncing unit owner is exempted solely from consumption charges tied to the actual supply of heat and the associated ordinary running costs. Conversely, the central heating installation remains in every respect a **mandatory common accessory**, subject to the *in rem* co-ownership bond established under Article 1117 of the Civil Code. Consequently, **conservation expenses**, boiler replacement, and extraordinary maintenance continue to fall proportionally upon every co-owner according to their respective ownership quotas (*millesimi*), regardless of whether they actively draw thermal energy from the system.

The underlying rationale for this enduring pecuniary obligation lies in the **structural reconnectability of the plant**: the detached unit owner does not forfeit their undivided co-ownership share in the heat generator and vertical riser pipes, retaining at any time the faculty to resume use of the shared service simply by restoring the branch connections. This latent potential for future reuse justifies the duty to contribute toward preserving the efficiency and physical integrity of the common asset, preventing a co-owner's temporary or prolonged abstention from shifting onto the remaining participants the entire cost of structural depreciation and technical obsolescence.

1.2 — The Procedural History Decided by Order no. 1098 of 2026

The dispute brought before the Italian Supreme Court of Cassation originated from a challenge against a general meeting resolution whereby a condominium approved by majority vote the final accounting statement for **extraordinary repair and regulatory compliance upgrades** of the centralized heating plant, charging proportionate shares also to unit owners who had previously installed independent heating systems. The claimants contended that an earlier general meeting resolution adopted years before had resolved to decommission the centralized plant and authorized the installation of autonomous individual boilers. In their view, subsequent expenditure decisions aimed at restoring the aged generator and bringing it into statutory compliance had to be borne exclusively by the co-owners who had remained connected.

At first instance and on appeal, both the Ordinary Court of Cremona and the Court of Appeal of Brescia dismissed the challenge. The lower courts observed that the condominium general meeting, through a subsequent resolution that had never been challenged within the statutory time-bar, had reversed its earlier programmatic orientation, deciding not to dismantle the common installation permanently, but rather to subject it to comprehensive **extraordinary maintenance** so as to bring it into conformity with current technical standards, while confirming the allocation of conservation costs under the general ownership tables. Seized of the appeal in cassation, the Italian Supreme Court of Cassation, Civil Division, upheld the appellate ruling in full, reaffirming that the conservation and statutory upgrading of the shared plant unfailingly bind unit owners who have disconnected their individual residential units as well[1].

The ruling consolidates a principle of unmistakable practical significance: the physical disconnection of private branch pipes is not equivalent to the legal suppression of the shared heating installation. For so long as the asset remains part of the condominium estate, every expenditure aimed at preserving its functional efficiency or conforming it to mandatory safety regulations requires the financial participation of all co-owners, leaving solely ordinary operating and fuel consumption charges to be borne by active users.

02. EXTRAORDINARY MAINTENANCE, EFFICIENCY-ENHANCING MODIFICATIONS, AND THE PROHIBITION OF BURDENSOME INNOVATIONS

A pivotal analytical core of this legal framework concerns the substantive classification of works approved by the condominium general meeting to restore an existing heat generator to working order or bring it into statutory compliance. In litigation initiated by dissenting or detached co-owners, defence pleadings frequently seek to subsume restoration works on the central heating plant within the category of **burdensome or luxury innovations** governed by Article 1121 of the Italian Civil Code. The practical aim of this argument is to claim complete exemption from any pecuniary contribution, on the premise that separable installations confer utility solely upon those co-owners who lack an independent heating unit.

2.1 — Operational Boundaries between Extraordinary Maintenance and Prohibited Innovations under Articles 1120 and 1121 of the Civil Code

Supreme Court case law firmly rejects that line of reasoning, drawing a rigorous boundary between true innovations and maintenance works. Pursuant to Article 1120 of the Civil Code, a condominium innovation arises exclusively where a material alteration transforms the physical substance of the common property or radically changes its original socio-economic destination. Conversely, whenever building or plant engineering works are designed to remedy a breakdown, overcome technological obsolescence, or restore full operational capability to a pre-existing installation, the approved intervention squarely constitutes an act of **extraordinary maintenance**.

Accordingly, replacing deteriorated components, installing updated heat exchangers, or upgrading flue-gas exhaust ducts does not introduce a brand-new facility, but rather preserves the efficiency of a service already belonging to the condominium estate. Even where the intervention delivers superior energy performance, reduced fuel consumption, or lower pollutant emissions, the upgrade must be classified as an **efficiency-enhancing modification** rather than an innovation, falling well within the ordinary managerial powers of the general meeting majority. The resulting financial burden is apportioned among all co-owners pursuant to Article 1123 of the Civil Code, leaving no room for unilateral opt-out by individual dissenters.

> *The shared heating installation constitutes an indivisible structural accessory: a detached unit owner cannot evade the costs of its full preservation by invoking Article 1121 of the Civil Code, because statutory compliance upgrades represent extraordinary maintenance owed to safeguard shared property.*

Nor does the alleged magnitude of the expenditure suffice, standing alone, to convert a restoration project into a luxury or burdensome innovation eligible for cost exemption. As repeatedly clarified by the Supreme Court of Cassation, excessive onerousness must be assessed specifically against the structural condition and overall market value of the

building, alongside the concrete feasibility of separate utilization. Where the works concern the common supply network, that infrastructure remains objectively indivisible and indispensable to the habitability and regulatory fitness of the building as a whole.

Category of Work / Charge	Legal Definition	Cost Liability of Detached Owner	Statutory Basis
Ordinary operation and consumption	Active heat supply and fuel for day-to-day usage	**Full exemption for the renouncing owner**	Art. 1118, para. 4, Civil Code
Involuntary thermal dissipation	Heat radiated by the shared distribution network	**Mandatory pro-rata contribution**	Art. 1118 Civil Code & Leg. Decree no. 102/2014
Extraordinary maintenance	Repair, statutory compliance upgrades, and boiler replacement	**Mandatory contribution by ownership quota**	Arts. 1118 & 1123, para. 1, Civil Code
Burdensome or luxury innovations	New high-cost facilities susceptible to separate use	**Right of exemption for non-participating owners**	Art. 1121 Civil Code

With regard to the validity of cost-apportionment resolutions, the case law of the Italian Supreme Court of Cassation, Civil Division, has further consolidated the foundational distinction between radical defects and formal irregularities: **nullity (voidness *ab initio*)** strikes exclusively those resolutions that purport by majority vote to introduce or modify general statutory criteria of contribution with binding effect for the future, whereas the concrete allocation of expenses for an individual intervention adopted within the general meeting's sphere of competence entails mere **annulment (voidability)**, subject to the mandatory thirty-day statutory forfeiture period (*decadenza*) prescribed by Article 1137 of the Civil Code[2].

03. THE CONTRIBUTION REGIME AND ITS IMPLICATIONS FOR CO-OWNERSHIP OF CONDOMINIUM ASSETS

Examining the legal consequences of disconnection from central heating and extraordinary maintenance costs requires a systematic inquiry into the proprietary nature of condominium assets and their functional destination. Within the architecture of the Italian Civil Code, co-ownership over the shared parts of a building does not amount to mere static joint title, but fulfils an ancillary and instrumental function serving the individual units of exclusive ownership, in accordance with the settled principles governing the presumption of common ownership and contractual condominium bylaws in urban buildings.

3.1 — Which Cost-Apportionment Criteria Govern the Essential Structural Elements of the Building?

In condominium litigation, properly identifying the applicable **cost-apportionment criteria** requires distinguishing components dedicated to exclusive or partial service from structural elements bound by an indivisible bond of physical incorporation into the overall building fabric. As clarified by the Italian Supreme Court of Cassation, Civil Division, whenever building works affect load-bearing structures or technical installations indispensable to the stability and continued existence of the edifice itself, no departure is permitted from the general rule laid down in the first paragraph of Article 1123 of the Civil Code.

A crucial exercise in judicial **distinguishing** operates here vis-à-vis special statutory allocation rules established elsewhere in the Civil Code, such as that set forth in Article 1125 of the Civil Code for inter-floor slabs, vaults, and ceilings. Under that latter rule, costs are split equally (fifty percent each) between the owners of the two vertically adjacent floors because the horizontal partition performs a bilateral dividing function. By contrast, where maintenance works concern essential building structures — such as load-bearing pillars, foundations, or the shared thermal distribution network — Article 1125 of the Civil Code **does not apply**, and the resulting charges must be allocated across all condominium participants in proportion to their respective ownership quotas (*millesimi*), regardless of the physical location of the structural component[3].

Co-ownership title cannot be fragmented on the basis of unilateral individual convenience: the duty to contribute toward **preserving structural integrity** stems directly from proprietary ownership of the share rather than from the concrete measure of daily usage. Consequently, unlike facilities susceptible to separate enjoyment or installations specifically intended to serve only a portion of the building, an incorporated or functionally coordinated common asset binds the entirety of the co-owners to its ongoing economic upkeep.

3.2 — Functional Destination and Persistence of the Bond of Common Accessoriness

Transposing that overarching principle onto the domain of the centralized heating plant reveals unmistakably why relinquishing active usage fails to dissolve the *in rem* proprietary bond. The shared installation comprises the central boiler room, regulation and metering devices, and the vertical riser pipes running throughout the building. Every co-owner holds an undivided proprietary share in this integrated infrastructure and derives direct **patrimonial utility** from it, at the very least in terms of preserving the capital and market value of their individual real estate unit, which retains its technical readiness to draw upon the centralized heating service.

The fact that an individual co-owner has opted to install an independent gas boiler or an autonomous heat pump reflects a subjective choice of enjoyment that in no way severs the **common accessoriness** of the main condominium plant. Should a mechanical failure require replacing the central boiler or installing updated heat exchangers and safety valves, the detached unit owner cannot decline to pay their proportionate share calculated according to ownership tables. Such works do not confer an exclusive enhancement restricted to active users, but restore the original operational capability of the entire shared heating asset.

Furthermore, the physical phenomenon of **involuntary thermal dissipation** underscores the structural interdependence among individual units within a multi-storey building: heat radiated by the vertical riser columns helps mitigate thermal loss across the perimeter walls of detached apartments, generating an objective indirect benefit upon which settled case law relies to require detached co-owners to contribute toward fixed energy consumption quotas as well.

04. PROCEDURAL IMPLICATIONS, STATUTORY FORFEITURE OF CHALLENGES, AND OPERATIONAL GUIDANCE FOR LEGAL COUNSEL

Disputes concerning disconnection from central heating and extraordinary maintenance costs entail significant procedural pitfalls, demanding rigorous defensive planning from the earliest pre-litigation stage. Supreme Court case law has established strict procedural bars governing challenges to condominium accounting statements, consistently rejecting attempts to invoke alleged radical nullity where the underlying grievance falls squarely within the scope of annulment (voidability). Legal counsel must therefore scrutinize the entire sequence of general meeting resolutions carefully so as to avoid fatal statutory time-bars.

4.1 — How to Plead Nullity of Final Accounting Statements and Prevent Statutory Forfeiture under Article 1137 of the Civil Code

In condominium litigation, a plea of **nullity (voidness *ab initio*)** against a general meeting resolution may be raised without time limit exclusively where the deliberative body has exceeded the statutory bounds of its powers, either by permanently disposing of common property or by altering by mere majority vote the general ownership-quota criteria of cost allocation with permanent effect for the future. Conversely, where a party's challenge targets flaws in the procedural formation of the collective will — such as an incomplete meeting agenda, omitted service of the notice of meeting, or failure to mention expressly the revocation of an earlier programmatic resolution — the defect amounts solely to **formal annulment (voidability)**.

In all such cases, counsel representing a dissenting co-owner bears the strict procedural burden of filing judicial proceedings within the mandatory **thirty-day statutory forfeiture period (*decadenza*)** established under Article 1137 of the Civil Code, running from the date of the resolution for dissenting attendees or from the date of communication of the minutes for absent co-owners. Where the foundational resolution approving the extraordinary maintenance works or establishing the applicable allocation criterion is not challenged within that thirty-day window, it becomes final and binding upon the entire condominium body. Nor may a litigant circumvent that mandatory procedural bar by challenging a subsequent, purely executive resolution approving the final accounting statement in order to raise belated objections against the unchallenged upstream resolution.

With respect to the **burden of proof**, the challenging unit owner bears the entire onus of demonstrating either the technical non-conformity of the works or an unlawful departure from statutory ownership tables. Conversely, the condominium administrator bringing debt-recovery proceedings against a detached unit owner need only produce the resolution approving the conservation works together with the approved final cost-apportionment schedule. Moreover, from the standpoint of managerial authority, the Italian Supreme Court of Cassation, Civil Division, has clarified that the general meeting holds plenary power to approve extraordinary maintenance works and the associated contractor agreements, and may likewise adopt **subsequent ratification** of works commissioned by the administrator or appointed engineers, provided that the scope of the works and the essential agreed consideration are clearly specified[4].

Accordingly, the defensive strategy of a unit owner who has installed an autonomous heating system cannot rest upon a generic assertion that physical disconnection has taken place: to secure exemption from extraordinary repair costs, counsel must verify whether the centralized plant was formally abolished by unanimous consent entailing the legal decommissioning of the common asset, or whether the approved intervention introduces an entirely new facility wholly unrelated to the preservation of shared property. Absent those stringent conditions, any claim for exemption is bound to be dismissed.

References & Authorities Cited

Statutory Provisions

- Article 1118 of the Italian Civil Code — Rights of co-owners over common property and statutory rules governing unilateral disconnection from the central heating installation
- Article 1120 of the Italian Civil Code — Innovations approved by the condominium general meeting and statutory limits on alterations to common property
- Article 1121 of the Italian Civil Code — Burdensome or luxury innovations and cost exemption for non-participating condominium unit owners
- Article 1123 of the Italian Civil Code — General apportionment of expenses necessary for the conservation and enjoyment of common property
- Article 1135 of the Italian Civil Code — Powers of the condominium general meeting and approval of extraordinary maintenance works
- Article 1137 of the Italian Civil Code — Judicial challenges against general meeting resolutions and mandatory statutory forfeiture periods (*decadenza*)

Case Law Cited

1. **Italian Supreme Court of Cassation, Civil Division, Order of 19 January 2026, no. 1098** — Unilateral disconnection from the central heating system does not extinguish co-ownership over the heat generator and shared components, requiring continued contribution toward extraordinary maintenance, regulatory compliance upgrades, and involuntary thermal dissipation. Outcome: dismissed. Para.: 2.1 and 2.2.

2. **Italian Supreme Court of Cassation, Civil Division, Order of 19 February 2025, no. 4301** — Nullity strikes solely general meeting resolutions that modify general statutory allocation criteria by majority vote with binding effect for the future, whereas the concrete apportionment of a single expenditure item entails mere annulment (voidability) under Article 1137 of the Civil Code. Outcome: dismissed. Para.: 3.

3. **Italian Supreme Court of Cassation, Civil Division, Order of 31 August 2020, no. 18126** — The material bond of physical incorporation and the shared structural function of essential building components mandate the application of general ownership-quota apportionment under Article 1123 of the Civil Code rather than Article 1125. Outcome: main appeal dismissed; cross-appeal upheld in part; quashed and remanded. Para.: 1.2.

4. **Italian Supreme Court of Cassation, Civil Division, Order of 22 June 2022, no. 20146** — Competence to approve extraordinary maintenance works vests in the condominium general meeting, which may also subsequently ratify managerial acts and contractor agreements provided their object and consideration are determined. Outcome: dismissed. Para.: 2. ↑

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