

# Condo board responsible for removal of chipmunks



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**Q: I live on the ground floor of a midrise condominium association. Chipmunks have buried themselves under my patio slab, and the slab has now lifted, cracking some patio tiles.**

The association's management company said it is my responsibility to contract with an extermination company, because the chipmunks are under my limited common element patio. However, shouldn't the association hire the extermination company, because the chipmunks are living in common element ground underneath my patio?

**A:** It is the condominium board's responsibility to prevent unwanted rodents from living in and around the common elements.

While a patio appurtenant to a unit is defined as a limited common element, and most declarations state the unit owner is responsible for the maintenance, repair and replacement of their limited common elements, the issue here is not which party should repair the patio tiles but which party should address the underlying cause of damage to the patio in the form of unwanted rodents living beneath the patio.

The board should contract with the extermination company to remove unwanted rodents from the property, and the extermination costs are a common expense.



NEKAN/ISTOCK

The condo board is responsible for preventing unwanted rodents from living in and around common elements.

**Q: I live in a small condominium association on the top floor, and there is water infiltration coming from the roof when it rains. I notified our property management company. When repairs to the roof were arranged, another unit prevented the contractor from making the necessary repairs, which requires access through their unit. The board is in a holding pattern. What recourse does the**

**board have to ensure the repairs will be implemented?**

**A:** Pursuant to Section 18.4(a) of the Condominium Act, the board must maintain, repair and replace the common elements, which includes preventing water infiltration from the exterior common elements into units.

To the extent access to a unit is required to make such repairs, Section 18.4(j) of the Condomini-

um Act allows the board to access a unit as necessary for maintenance, repair or replacement of the common elements or for making emergency repairs necessary to prevent damage to the common elements or other units.

The board should immediately issue a demand to the unit owner for access to make necessary roof repairs, and if the unit owner continues to resist, the board may levy fines and, more important, file a declaratory lawsuit seeking a court order to obtain access. Under Section 9.2 of the Condominium Act, the unit owner will be responsible for the association's legal fees and costs to gain access.

**Q: In the past, our condominium management company charged approximately \$75 for a paid assessment and 22.1 disclosure letter. However, the current management company is now using a service to compile those letters, and the cost is about \$300. This is a rip-off to me. Do I have to pay this amount?**

**A:** It is common for boards and/or management companies to charge a fee for the preparation of a paid assessment and 22.1 disclosure letters and provide copies of requested association governing documents. The board/management company has wide latitude in setting such fees, so long as they are reasonable.

While the association may have charged \$75 in the past, such amount in the current marketplace is significantly below what is commonly charged. A fee of \$300 is valid and enforceable.