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**Q & A; Can Common Charges Be Made Fairer?**

By JAY ROMANO

**Q.** In New Jersey, can a condominium association charge the same rate to all unit owners even if there are two styles of units, and they are sharply different in size?

**A.** Donald M. Onorato, a co-op and condominium lawyer in Hackensack, N.J., said that the state's Condominium Act provides that common expenses be charged to unit owners according to their respective interests in the common elements as set forth in the master deed or bylaws.

"If the writer's association has two styles of units that are dramatically different in size, that difference should be reflected in the master deed," he said. "In other words, the larger unit should possess a greater interest in the common elements and thereby pay higher maintenance than the smaller unit."

Mr. Onorato said the letter writer should check with his board or management company to make sure that the charges are based upon the unit owners' respective interests in the common elements. If they are -- that is, if the master deed allocates interests in the common elements equally, and without regard to the size of the apartments -- then only an amendment to the master deed can rectify the problem.

**Alteration Deposits: Is Any Interest Due?**

**Q.** My board is very strict about alterations. Recently, I sent in an alteration application with a check for the required \$1,500 security deposit. My alteration application was rejected, and I discovered that the security check had been deposited.

I wrote a letter demanding an explanation and the return of the security plus interest. The managing agent said he had done nothing improper and owed nothing more than the \$1,500. Do I have an argument that withholding the interest is a crime?

**A.** "Alteration agreements are commonly used in co-ops and condos when apartment owners desire to complete substantial renovations," said Eric Gonchar, a Manhattan co-op and condo lawyer. "And it is common for a co-op or condo to request a security deposit when a unit owner submits an alteration agreement." The deposit is held during the renovation process and is used if there is damage to the common areas of the building.

Typically, the security check is not deposited until the alteration agreement has been approved. "The fact that the security was deposited prior to a decision being rendered on the application is not in itself illegal; it is just uncommon," Mr. Gonchar said.

He added that most alteration agreements do not require that a security deposit be held in an interest-bearing account, and most deposits are not. JAY ROMANO