

FREQUENTLY ASKED QUESTIONS (FAQ)

Change of Ownership, Outstanding Security & Maintenance Fees, and Access Control

Taman Putra Prima 8A (TPP8A)

(Majlis-Approved Gated & Guarded Community Scheme)

ENGLISH VERSION (STANDARD)

1. Why do disputes often arise after a change of property ownership?

Disputes typically arise when a previous owner ceases payment of security or maintenance fees prior to selling the property, and the new purchaser completes the transaction **without verifying the unit's status with the Residents' Association (RA)**.

When the new owner subsequently applies for access cards or automated barrier access, outstanding **charges attached to the unit may be discovered, leading to misunderstanding**.

2. Why are security and maintenance charges tied to the property (unit) and not the individual?

Security and maintenance services are **unit-based services**, continuously provided to the same property regardless of ownership or occupancy.

These include guarding services, access control systems, CCTV, perimeter security, and internal infrastructure. Where charges remain unpaid, services have already been rendered to the unit. Accordingly, **outstanding charges are attached to the unit, not the person**.

3. Why does the Residents' Association not pursue the previous owner?

The Residents' Association is **not a party** to any private Sale and Purchase Agreement (SPA) or tenancy agreement.

Once a property has been sold and the previous owner has vacated the Scheme, the RA has no contractual relationship with that party and no authority to enforce private agreements. Recovery of such matters is strictly between buyer and seller.

4. Is this unfair to the new owner?

The RA acknowledges the concern. However, **due diligence in property transactions rests with the buyer and seller**, not the community.

To ensure transparency, a **clear notice has long been displayed at the Scheme entrance**, advising all prospective purchasers and tenants to verify the unit's security and maintenance status with the RA prior to making any commitment.

5. Does the RA force new owners to pay the previous owner's debt?

No.

The RA does not compel payment to any party. How outstanding charges are addressed is a **private contractual matter** to be resolved between buyer and seller, typically within the SPA.

The RA's role is limited to administering security services and enforcing approved SOPs consistently for the benefit of the community.

6. Why is access card or automated barrier access sometimes restricted?

Restricted or manual access is a **security management measure**, not a penalty.

Where administrative or registration issues remain unresolved, access may be routed through guard-assisted lanes with identity verification. Access is **not denied**, and ownership rights are **not affected**.

7. Is this practice lawful?

Yes.

Malaysian courts have affirmed that Residents' Associations may impose **reasonable access conditions on non-paying members** within gated and guarded communities. Such practices are lawful, common nationwide, and necessary for fairness and security.

8. Why can't the RA simply write off outstanding charges?

Writing off outstanding charges upon every ownership change would **unfairly burden** paying residents and undermine the financial sustainability of the Scheme.

The RA has a fiduciary duty to act in the **collective interest of all residents**, not to absorb losses arising from private transactions.

9. How can purchasers avoid this issue?

Prospective purchasers are strongly advised to:

1. Contact the RA before signing any agreement
2. Verify the unit's security and maintenance status
3. Address any outstanding matters in the SPA
4. Complete access registration upon completion

This prevents almost all disputes.

10. What is the RA's guiding principle?

The RA operates on transparency, consistency, legality, and fairness to all residents, while ensuring the long-term sustainability of the Gated & Guarded Community Scheme.

Persatuan Penduduk Jalan Putra Prima 2 (8A)
Management Committee

常见问题解答（FAQ）

产业转让、保安 / 维护费欠款与出入管理

蒲种 Putra Prima 8A（TPP8A）围篱与保安社区

中文版本（标准版）

1. 为什么产业更换业主后常发生纠纷？

纠纷通常发生在以下情况下：原业主在出售产业前停止缴付保安或维护费用，而新买家在完成交易前未向居民协会查询该单位状况。

当新业主入住并申请门禁卡或自动闸门权限时，才发现该单位仍有未清欠费，从而引发误解。

2. 为什么保安与维护费是“跟着单位”，而不是“跟着人”？

保安与维护服务属于以产业单位为基础（unit-based）的公共服务，不论业主或住户是谁，服务始终提供给同一个单位。

当费用未缴付，代表社区已为该单位提供了服务。因此，欠费是附着在产业单位本身，而非个人。

3. 为什么居民协会不追讨已搬走的前业主？

居民协会并非任何买卖或租赁合约的当事方。

在产业完成转让后，居民协会与前业主不再存在管理关系，也无权介入或执行私人合约。相关责任应由买卖双方自行处理。

4. 这样对新业主是否不公平？

居民协会理解新业主的感受，但必须强调：产业交易的尽职调查责任属于买卖双方，并非社区责任。

因此，居民协会早已在社区入口处设立公告，提醒所有潜在买家及租户在作出任何承诺前，应主动向居民协会查询单位状况。

5. 居民协会是否强迫新业主代还前业主欠款？

不是。

居民协会不会强迫任何人向特定对象付款。欠费如何处理，应由买卖双方在买卖合同（SPA）中自行解决。

居民协会仅负责执行保安全管理及既定标准作业程序（SOP）。

6. 为什么有时无法立即使用自动闸门或门禁卡？

这属于**保安全管理措施**，并非惩罚。

在行政或登记事项未完成前，出入可能需经由保安操作或进行身份核实。出入权利未被剥夺，产业所有权亦不受影响。

7. 这样的做法是否合法？

是的。

马来西亚法院已确认，居民协会有权在合理情况下，对未缴费单位实施合理的出入管理措施。这是全国围篱与保安社区的常见做法。

8. 为什么居民协会不能直接注销欠费？

若每次产业转让就注销欠费，将导致守时缴费的居民承担他人欠款，并影响社区长期财务与保安运作。

居民协会有责任维护全体居民的共同利益。

9. 买家应如何避免此类问题？

建议潜在买家：

1. 在签署合约前联系居民协会
 2. 查询单位的保安与维护费状况
 3. 在 SPA 中妥善处理相关事项
 4. 完成后进行出入系统登记
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10. 居民协会的处理原则是什么？

居民协会秉持透明、公平、合法及一致执行的原则，确保围篱与保安社区的长期稳定与可持续发展。

蒲种 Putra Prima 8A 居民协会
管理委员会