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Abstract:

In 2017 the existing rules concerning acquisition and cessation of membership in the cooperative have been changed. They were, among others a consequence of the disputable judgment of the Constitutional Tribunal of 5th February 2015, in which it acknowledged some of the provisions regarding the acquisition of membership as contrary to the Constitution of the Republic of Poland. According to the previous rules, the candidate member joined the cooperative by submitting an accession offer, the so-called declaration that the cooperative accepted. Membership ceased as a result of the member's leaving the cooperative, as well as their exclusion or deletion. There was so-called the principle of dependence of conditional right to premises on membership. After the changes, the acquisition of the membership is made by virtue of law, as a result of the person acquiring the right to the premises. It is so-called genetic dependence, which assumes simultaneous acquisition of the right to premises and membership. It does not apply to the person who acquired the ownership of the premises. They may (but do not have to) acquire the membership in a cooperative on the current basis, i.e. by submitting an accession offer and accepting it. New regulations that bind the rights to premises with membership in a cooperative do not correspond to the essence of a housing cooperative whose aim is to work for its members, they differentiate the situation of cooperative members, limit the voluntary membership of the cooperative, and are not carried out consistently. Particularly strongly protected is a member who has a cooperative tenancy right to the premises. He can pay overdue fees at any time and in this way interrupt the expiry of the right to the premises, and even if he has lost it, after the payment is settled, he can request the cooperative to re-establish it. The management of the joint real estate, of which the co-owner is a cooperative, is based on a mixed model. It assumes that the management of a joint property by law is exercised by a

cooperative, but activities exceeding ordinary management require the consent of the owners of the premises. The changes regarding the acquisition and loss of membership indirectly influenced the purpose and subject of the housing cooperative. Nevertheless, it should be assumed that the goal of the cooperative is still to meet the needs of its members, not people who are not members. De lege ferenda it is necessary to return to the dependence of conditional right to the premises on membership in the cooperative.