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Addressing Maintenance Challenges and Reputational Risks in Spanish Real Estate: A Strategic Role for Facility Managers

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Abstract

This study addresses a critical deficiency in real estate management by examining how contractual arrangements between property owners and facility managers (FMs) can mitigate reputational damage arising from third-party liability incidents. While Spanish regulations impose comprehensive conservation and maintenance duties on property owners, current contractual frameworks inadequately protect owners from reputational risks when damages occur due to FMs' negligence or operational failures. This conceptual study employs a systematic analysis of 16 Spanish regulations governing real estate conservation and maintenance duties, complemented by an examination of the statutory contract law and a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis to evaluate the proposed solutions. The analysis reveals four distinct liability attribution blocks, ranging from quasi-objective owner liability to full objective installation holder liability. Current service contracts between owners and FMs provide insufficient reputational protection, as civil liability remains with the property owners regardless of the FMs' performance. This study identifies specific contractual mechanisms—combining statutory work contracts with representative mandates and installation ownership transfers—that effectively redirect tort liability from owners to FMs. While this study focuses on Spanish regulatory frameworks as a methodologically necessary foundation for theoretical development, the conceptual framework provides transferable mechanisms for adaptation to other civil law jurisdictions. This study constitutes the first comprehensive analysis bridging legal architecture and facility management to propose novel liability transfer mechanisms within established frameworks.

Keywords: tort liability; reputational damage; owner; facility manager; real estate; conservation; maintenance

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1. Introduction

The ownership of real estate has a constant implication in all temporal stages of the real estate process. This commitment starts from the construction phase, especially in relation to strategic decision making [1], which not only emcompasses compliance with legal obligations but also close co-responsible collaborations with multidisciplinary teams to ensure that the result is technically correct and suitable for the needs and objectives of the property.

This study examines tort liabilities that arise during the operation of real estate assets. From the perspective of legal architecture, which is a discipline between architecture and law, and examines how employing facility managers (FMs) is not only useful for ensuring

the conservation or maintenance of real estate but they also can primarily assume non-contractual civil liability through an appropriate contractual framework. In other words, compliance with property obligations ensures the investment; however, expanding an FM's functions might reduce reputational damage to the property.

The economic relevance of building conservation and maintenance for preserving investment value has been increasingly recognized since the 1980s. However, during the operational stage of assets, properties largely assume responsibility for damages caused to third parties, negatively impacting its reputation in an increasingly litigious civil environment. When errors, failures, or omissions in maintenance tasks result in harm to third parties unconnected to ownership, the property owner bears the full burden of tort liability, triggering consequent reputational damage.

This creates the following critical challenge: while facility managers perform essential conservation and maintenance functions, tort liability for third-party damages remains with the property owners, along with its associated reputational damage, including—loss of public trust, negative media exposure, or diminished investor confidence.

This study explores these topics in order to propose an efficient real estate management model that is aligned with the current legal framework in Spain. To achieve this, once the needs have been identified, we examine the regulations to reformulate the functions of FMs in such a way that they will be able to provide more accurate responses to property owners [2].

Finally, this study focuses on property owners of housing located on urban land and land with an urbanized status who are also large holders as defined by Article 4 [3] and who allocate such housing for rental purposes. Likewise, this study is applicable to office and commercial uses whose owners operate them under lease arrangements on both urban land and land with an urbanized status. This jurisdictional focus on Spanish law represents a methodologically appropriate starting point for developing transferable theoretical frameworks, as civil liability systems require detailed regulatory analysis before enabling comparative extrapolation to other legal systems.

1.1. About the Real Estate Process

The real estate process includes preparatory work for the construction of an asset up until the end of construction (via demolition), either at the end of its life or based on the owner's decision. Thus, the process can be divided into the following three temporal blocks: (1) preparatory work; (2) execution of construction until completion; and (3) service life.

Preparatory work includes demolitions, earthworks, and land studies. Although they are part of the construction process, according to the decision of the Spanish legislator, they are outside the regulatory framework of the Building Regulation Act (LOE) [4]; instead, their non-contractual liability framework is determined by Article 1902 of the Civil Code (CC) [5], as indicated in Figure 1.

Civil liability during property construction to completion follows fragmented regulatory frameworks. Thus, we utilize the framework that affects third-party buyers regarding damages to buildings, a subgroup of real estate, whose regulation is found in the LOE. Compatible with this liability, as shown in Figure 1, we determine the contractual liability that is predicable for the buyer, regulated in Article 1591 of the CC, which will also affect any real estate that is not included in the LOE. Additionally, we determine the non-contractual liability of outsiders to the work, regulated in Article 1902 of the CC, which is compatible with the LOE.

In this regulatory set, the special LOE stands out; although we might think it is a sectoral and integral act relating to this sector of the economy, according to the matter and temporal scope, it is not. Thus, its application is restricted to a set of works or real estate

operations, which concretely means that subjection to this law (Articles 2.1 and 2.2 in the LOE) is only relevant for buildings, but not for the entirety of the real estate in the purely civil meaning that is collected in Article 334 of the CC. With a purely explanatory intention, the above can be concretely indicated in Article 6.1.2a [6], which defines real estate as follows: "The parcel or portion of land enclosed by a polygonal line that delimits, for these purposes, the spatial scope of the property right of one owner or several pro indiviso and, where appropriate, all constructions located within said scope, regardless of who owns them, and regardless of other rights that fall on the property. . . as well as different private elements that are susceptible to independent use, as well as the set constituted by different private elements."

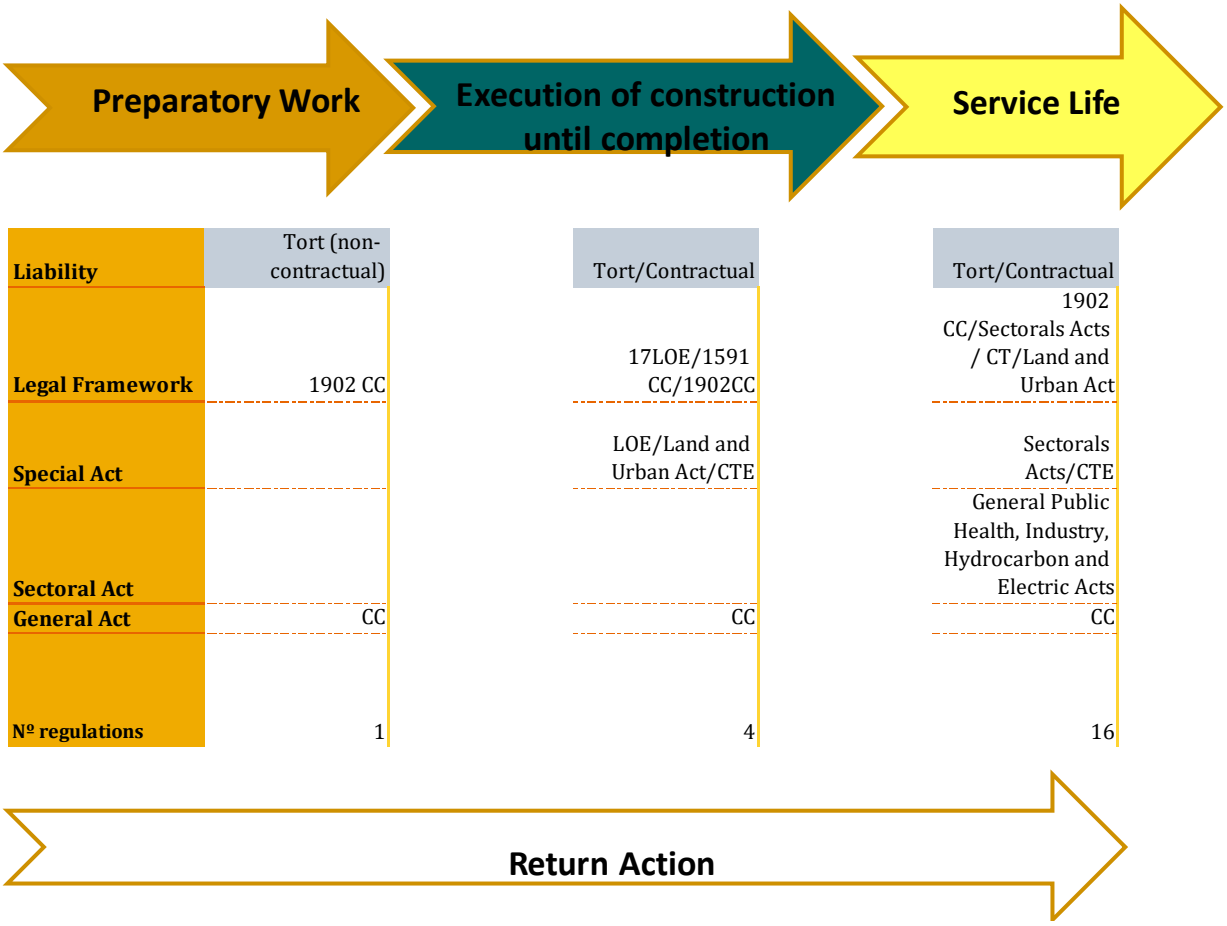

Figure 1. Temporal blocks of the real estate process. Source: authors' analysis based on the Spanish legal framework.

The third block of responsibilities is formed by the set of rules that regulate the service life of real estate.

In this block of responsibility, we use the term service life, according to Article 5.2.3.2 of the Techinical Building Code (CTE) [7], to contrast concepts such as useful life, according to Article 5.1.1 of the CTE or Section 3.2.10 [8]. The reason for this contrast is that service life refers to the duration of the use of real estate from the completion of its construction or its commissioning up until its ruin or demolition. On the contrary, the latter—useful life—is purely linked to the duration that materials or constructive elements last; in our opinion, "useful life" is not a suitable term for the set of elements and materials that form real estate.

Statutory provisions on tort liability in relation to service life for damage arising from defective compliance, non-compliance, or the omission of the duty to conserve or maintain uses the Civil Code—Articles 1902, 1907, and 1909—as their framework.

From the set of blocks and their responsibilities that are discussed in this article, we exclusively deal with tort liability during the service life of real estate, which encompasses the duty to conserve and maintain real estate. However, there are references to contractual claims in relation to return action and statutory contracts since both topics are important to the topic of study.

1.2. On the Duty to Conserve and Maintain

Article 33 of the Spanish Constitution of 1978 [9] recognizes private property rights, develope from historical to current civil law through *the so-called social function of property*. Thus, the right to property always combines individual rights with social and collective dimensions. The materialization of this limitation is concretized through sectoral and special acts such as Articles 11 to 17 [10] or Article 10 [11]. This document exists without prejudicing the supplementary application of the Civil Code.

Within this regulatory framework, statutory property rights comprise variable content regulated through diverse duties and obligations that reflect the normative and regulatory concurrence of the institutional tripod emanating from the Spanish Constitution [12]. Among these duties of property ownership, the duty to conserve and maintain stands out.

The objective scope of responsibilities for constructive conservation includes real estate, including buildings (included within the LOE) and other constructions (excluded from the LOE), regardless of their entity, urban situation, compliance with planning regulations, whether their use is legal, or whether they are finished. However, this study excludes plots and land without any constructions.

Article 16 of the LOE; Articles 15.1b for buildings, and 17.3 and 17.5a for properties on urbanized land [10]; and Article 8.2.2 of the CTE for properties allow for the identification of the following three obligations of owners and users, as stated in Articles 21 and 30 [13]: (1) to conserve the property in a state of safety, health, universal accessibility, and appearance, paying attention to whether the destination remains within the technical–legal conditions of uses that are compatible with urban and territorial planning (Article 8.2.1 of the CTE) or, conversely, if any changes pose risks or are not authorized; (2) to safeguard the work documentation delivered by construction agents, including the Building Book and, including the mandatory technical–legal inspections during its service life, reform, or rehabilitation, as well as to maintain the insurance and guarantees (Article 8.2.2c of the CTE); and (3) to inform contracted maintenance companies, in accordance with the applicable sectoral regulations, about any anomalies in the operation of installations.

These obligations are not only limited to carrying out conservation works and maintenance tasks but they also include possible interventions to improve the quality and sustainability of the property, which according to Article 15.1c [10] "may consist of partial or complete adaptation. . . to basic requirements established in the Technical Builidng Code" [12], or carrying out complementary works for tourism, cultural, or heritage reasons. Therefore, not only must existing installations be maintained but also changes or updates required by current regulations must be incorporated.

However, the obligation to conserve buildings and other constructions has two limits—one of which is material and the other temporal. On the material level, Article 15.3 [10,12] establishes that when the duty to conserve costs half of the current construction value, a declaration of legal ruin can be requested. On the other hand, Spanish jurisprudence has determined that the duty to conserve cannot go beyond restoring a property "to

the normal state of safety, health, and appearance," unless general regulations establish singular charges [12].

The temporal limit of a property refers to the administrative declaration of the state of ruin, a situation that does not occur with plots or land. For this declaration to be valid, it must be based on objective facts and "not a personal fear but supported by an objectively ruinous state of things" [14].

In this study, constructive conservation and maintenance are analyzed separately from the maintenance and conservation of installations. The terms "conservation" and "maintenance" are closely related and interdependent; thus, the dictionary of the Royal Spanish Academy defines them complementarily. This separation in the analysis is justified for the following five reasons: (1) although the duty to conserve and maintain has a common matrix in the Civil Code and land law (see Figure 1), the applicable regulations are different in matter; (2) the type of liability may differ depending on the cause; (3) the causes of torts vary in matter; (4) the responsible subjects may change; and (5) it facilitates the exposition in this article.

Regarding the responsible parties, it is noteworthy that depending on the type of intervention, liability may fall on the owner, the holder of the installation, or even those who hold a right of use, which may or may not be the same person. Thus, the owner is the owner of the real estate or construction work, which usually has installations in operation. The holder of the installation is understood by regulations to be "*the one who serves*" by virtue of a legal title of conventional appointment. On the other hand, the user is someone who, without being an owner, has a real or personal right of use (lease, assignment of use, etc.) over the real estate.

2. Literature Review

The economic relevance of carrying out building conservation and maintenance for property owners as a means to preserve the value of their investment has been increasingly recognized since the 1980s. In the context of concrete preservation, Sitter published an article entitled "Durability of Concrete Structures" in monograph bulletin no. 152 of the Comité Euro-International du Béton (CEB), which has become widely known in the maintenance sector as the "Law of Fives" [15]. In this article, Sitter emphasized the financial importance of structural maintenance as a tool for cost-saving and investment protection. He proposed that "one dollar spent during the design and construction phase eliminates five dollars in preventive maintenance, twenty-five in repairs, and one hundred twenty-five in rehabilitation" [16].

This clear economic rationale helped quantify the long-term financial impact of maintenance and the economic benefits gained by property owners who prioritize conservation, as opposed to opting for full-scale rehabilitation at the end of the building's service life [17]. Over time, these principles have been incorporated into property maintenance planning through the establishment of standardized expenditure ratios per square meter of built area [18].

Furthermore, maintenance practices are increasingly reflected in property valuation methodologies, which now include functional, economic, and environmental depreciation when determining the asset's value [19]. Consequently, the Spanish legal framework has recognized this approach in several regulatory contexts: for tax purposes, there is Standard 13 [20] or for mortgage valuations and other financial assessments, there is Article 4 [21].

Therefore, during the operation of assets, conservation and maintenance are not only an opportunity to protect real estate investments but also an essential duty of the owner, an aspect on which this article focuses. However, at this stage of the real estate process, the property largely assumes responsibility for any damages that may be caused to third

parties, which has a negative impact on its reputation in a increasingly litigious civil environment [22].

2.1. Tort Liability and Property Ownership

Property owners often employ technical teams for operational tasks and collaborative facility maintenance responsibilities and the structural conservation of the building. These teams may also be tasked with developing contingency plans in the event of serious accidents. However, when errors, failures, or omissions in such tasks result in harm to third parties unconnected to the ownership, it is ultimately the property owner (see Section 2 of this article) who bears the full burden of liability [23]. In other words, tort liability arises when a third party suffers harm that they are not legally obliged to endure, thereby triggering the owner's duty to provide compensation [24].

In this context, a prudent property owner may seek to mitigate financial exposure by securing civil liability insurance. However, in certain situations, owners may choose to "do the right thing, rather than protect their short-term financial interests," assuming broader responsibilities that go beyond monetary compensation [25].

Nevertheless, liability generates reputational risks, particularly in high-profile incidents. This form of risk often stems from "negative publicity, public backlash, or damage to the investor's reputation" [26]. Reputational damage in the context of real estate operations encompasses multiple dimensions that extend beyond immediate financial losses.

The reputational damage manifests through the following channels [27]: media coverage highlighting safety incidents or maintenance failures; investor concerns about operational competence and risk management capabilities; tenant dissatisfaction, leading to increased vacancy rates; and regulatory scrutiny, which may result in enhanced oversight requirements. Over time, this erosion of trust can lead to tangible economic losses, including decreased occupancy rates, diminished asset value, and weakened investor confidence.

The temporal dimension of reputational damage assumes particular significance for real estate owners, given that buildings typically exhibit service lives spanning multiple decades. The inherent permanence of physical assets ensures that reputational damage may persist throughout the entire service life of the asset, thereby generating sustained value destruction that extends considerably beyond the immediate financial implications of tort liability settlements.

2.2. Facility Management and Civil Liability

FMs play fundamental roles in addressing conservation obligations. No specific university degrees are legally required for this role, so it may be performed by professionals holding degrees in architecture, engineering, law, economics, or business management. As such, the FMs' professional activity is not governed by a statutory framework but rather by the terms set out in each individual contract. When affiliated with a professional association, FMs may also adhere to industry standards, such as those established by the Institute of Workplace and Facilities Management in the United Kingdom [28].

Among the main professional associations for FMs—distinct from formal professional colleges—the International Facility Management Association (IFMA) outlines a widely recognized framework of eleven core competencies that define the scope of FM practice. One of these is risk management, described as including "planning; emergency preparedness, response and recovery; facility resilience; and business continuity" [29]. As a multidisciplinary field, FMs incorporate diverse academic and professional profiles and relies on continuous professional development to ensure high-quality service for property owners. In May 2025, the IFMA revisited these competencies, reaffirming that risk management is a

core responsibility of FMs, both as a preventive measure and as an operational function during crisis events [30].

FMs are therefore expected to perform their duties diligently, with a strong commitment to the operational continuity and functionality of the organization, such as the owners' commitment to Environmental, Social, and Governance (ESG) criteria [31]. This role places FMs within an operational; managerial; and in some cases, strategic framework [32]. Their responsibilities may include delivering operating services, optimizing spatial efficiency, and managing or implementing measures to ensure proper maintenance and conservation, both during the construction and operational phases. Depending on the terms of their contract, FMs may also participate in contingency planning in the event of risk or emergencies.

The contractual relationship between the FMs and the property owner may include clauses related to penalties for delays in service delivery, as well as obligations to procure insurance covering potential claims between both parties. However, such provisions do not imply that the FM holds civil liability in the event of harm caused to third parties. Under Spanish law, the civil defendant in such cases are almost exclusively the property owner, as further explained in Sections 4.2 and 4.4 of this article. Therefore, although the damage may originate from an FM's actions or omissions, the owner is the one who bears sole civil liability. Consequently, the reputational damage resulting from such incidents—such as loss of public trust, negative media exposure, or diminished investor confidence—ultimately falls on the owner's organization. This is the core issue addressed in this study.

2.3. Facility Managers and Contracts

The academic literature on building liability frameworks reveals significant complexity in jurisdictional approaches. While most studies focus on construction phase liabilities, limited research addresses operational phase tort liability distribution in real estate management [33]. The Spanish legal framework presents unique challenges due to its regulatory fragmentation across sixteen different regulations governing conservation and maintenance duties during building service life; see Sections 4.1 and 4.4.

Previous research on contractual liability transfer mechanisms has primarily focused on construction projects [34,35], leaving service life phase liability transfer unexplored, along with general risk allocation strategies [36–38]. However, these studies do not adequately address the specific contractual mechanisms for liability transfer during building operations, particularly the transfer of tort liability from property owners to facility managers during the service life of real estate assets. At best, the followed approach is exclusively focused on maintaining the financial equilibrium of the property, addressing economic loss, which must respond to damages caused by others through vicarious liability [39,40].

The FM literature has extensively covered operational aspects, maintenance strategies, and building information management systems [41]. While studies have explored technical management challenges [42,43], the legal and contractual dimensions of liability allocation remain underexplored [44].

The gap in the literature regarding reputation-focused contractual arrangements represents significant academic contribution opportunities, particularly in jurisdictions with complex regulatory frameworks such as Spain. This study addresses these gaps by proposing novel mechanisms of tort liability transfer from property owners to facility managers, specifically targeting reputational damage mitigation through innovative contractual frameworks within established Spanish legal systems.

3. Methodology

The literature review presented in Section 2 demonstrates the innovative nature of this research by revealing a conspicuous absence of studies examining contractual mechanisms for tort liability transfer from property owners to FMs during real estate operational phases. While extensive research exists on the operational aspects of facility management, building information management, and construction phase liability, no studies systematically address liability transfer during the service life of real estate assets. This research gap necessitated the adoption of a conceptual analytical methodology rather than empirical approaches, with which this study addresses an underexplored theoretical domain requiring the development of a foundational framework.

The methodology prioritizes the systematic examination of the Spanish legal framework, encompassing sectoral special acts, the Civil Code [5], construction regulations, and technical standards. The legal analysis, Section 4, is complemented by the examination of statutory contracts commonly employed in the real estate sector to evaluate their impact on responsibility distribution. The analysis focuses specifically on the operational phase of real estate assets, Section 1, defining the substantive content of conservation and maintenance duties while identifying liability attribution mechanisms that could enable effective tort liability transfer from property owners to FMs.

This analysis determines non-contractual civil liability sources based on damage causation during the asset lifetime. To this end, 16 different regulations in rank and matter have been examined, excluding the Consumer and Users Act and special rules of the Spanish Public Administrations.

Subsequently, these conservation and maintenance responsibilities, including omissions, defective compliance, or non-compliance, are examined in Sections 4.1 and 4.2. Next, common types of statutory contracts between owners and FMs are analyzed in Section 4.3.

After this analytical tour of the regulations, the main and novel object is addressed—the possibility of transferring potential liabilities for damage that fall on the owner to the facility manager—in relation to ensuring compliance with the duty of conservation and maintenance. To do this, based on the details of the various responsible parties, according to the applicable tort liability scheme depending on the cause of damage, Section 4.4 explores the most appropriate contractual relationships between the owner and the FM in order to fulfill the purpose of the article.

Since this study is conceptual in nature, the discussion of results is approached within that same framework. To this end, we analyze what internal and external factors may affect the proposed solution for transferring civil liability to FMs and how this affects the reputational damage to the property, that is, based on knowledge of the current situation and with the objective of providing an effective strategy.

To achieve the above, we developed a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis, given that this type of methodology allows for a comprehensive understanding of the problems, opportunities and risks that currently exist. The choice of SWOT analysis is based on its suitability for non-empirical conceptual and exploratory research, as noted by the solid support from various authors in the academic literature.

Some authors [45] highlight that this analysis allows for a holistic approach to the problem, since it combines theoretical aspects with practical implementation considerations. For others [46], a SWOT analysis is particularly useful in strategic planning contexts and the evaluation of conceptual proposals, as it provides a structured framework for identifying and analyzing critical factors that may influence the viability of a proposed solution.

Likewise, the academic literature [47], it is also maintained that this methodology is especially valuable when it comes to evaluating the viability of theoretical proposals or conceptual changes, for example, in contractual frameworks, allowing for the systematic

evaluation of internal (strengths and weaknesses) and external (opportunities and threats) factors that could influence the successful implementation of the proposal. This perspective is especially relevant for our study, which proposes a reconfiguration of contractual relationships between property owners and FMs.

To carry out the above, in Section 5, we begin by identifying the SWOT factors, which are visualized as a SWOT matrix that verifies the viability of the proposal. All of this is conducted with a systematic manner, beginning with the identification of factors, followed by their categorization, and finally, the development of strategies based on the resulting matrix [48].

4. Legal Framework Analysis

4.1. Constructive Conservation and Maintenance Responsibilities During Service Life

Accidents causing third-party damage through omission of, defective compliance with, or non-compliance with conservation standards, trigger possible quasi-objective liability (see Table 1). This is based on the objective evidence of the poor condition of the building, which constitutes a sufficient presumption of negligence or fault of the owner, even without proof.

Table 1. Liability scheme for constructive conservation.

Damage	Type of Liability	General Legal Framework	Responsible Parties
Damage to third parties due to conservation duty	Subjective liability (without fault)	Articles 1902, 1907, and 1909 of the CC	Owner, user

Source: authors' analysis of the Spanish Civil Code.

Consequently, regarding accidents exclusively related to conservation and constructive maintenance, the civil defendants responsible for the damage are the owner (or their representative) and the user—see Section 1.2 "On the Duty to Conserve and Maintain."

However, tort liability by the user, who may be different from the owner, can be extended both contractually and as indicated for real estate on urbanized land, as stated in Article 17.5 [10]. In this case, "the obligations of users extend to the proportion agreed in the corresponding contract. In the absence of this or when no clause is contained regarding the mentioned proportion, it corresponds to one or another in a regime of fair distribution of burdens and benefits" [49].

4.2. Responsibilities for the Duty to Maintain and Conserve Installations During Service Life

Installation maintenance and conservation responsibilities are derived from regulatory obligations that are established in specific technical regulations and are developed through regulatory means and complemented by various sectoral norms. This implies not only compliance with legal maintenance but also the performance of work or operations in accordance with applicable legal provisions. This section examines real estate installations from connection through internal distribution. Subsequently, territorial installation responsibilities are examined based on regulations similar to industrial safety regulations. In both cases, liability for damage to third parties is based on Article 1902 of the CC.

Subjective liability serves as a common denominator in real estate installations, from connection to internal distribution.

Determining liability schemes for real estate installations therefore requires analyzing seven regulations and three sectoral acts, as seen in Table 2. The installations considered are as follows: (1) elevators; (2) low-voltage electrical installation; (3) the prevention and control of legionellosis and indoor air quality; (4) fire detection and extinction; (5) plumbing; (6) sewerage systems; (7) air conditioning and ventilation; and (8) gas thermal installations.

Table 2. Special regulations and sectoral laws in relation to the installation, from connection to individual distribution.

Installation	Special Regulation	Sectoral Law
Elevators	Royal Decree 355/2024, of April 2, approves the Complementary Technical Instruction of Elevators 1 (ITC AEM 1) regulating the commissioning, modification, maintenance, and inspection of elevators, as well as enhancement safety (2024) [50].	Law 21/1992, of July 16, on Industry (1992) [51].
Low-voltage installation	Royal Decree 842/2002, of August 2, approves the Low Voltage Electrotechnical Regulation 2002 and the Technical Instruction of Low Voltage (ITC-BT 03) [52].	Law 21/1992, of July 16, on Industry (1992) [51].
Prevention and control of legionellosis and indoor air quality	Royal Decree 1054/2002, of October 11, approves the evaluation process for the registration, authorization, and commercialization of biocides (2002) [53]. Royal Decree 487/2022, of June 21, establishes sanitary requirements for the prevention and control of legionellosis (2022) [54]. Royal Decree 865/2003, of July 4, establishes hygienic–sanitary criteria for the prevention and control of legionellosis (2003) [55]. This regulation was repealed, but its liability framework (up until 2023) is referred to in this article.	Law 14/1986, of April 25, General Health Law (1986) [56]; Law 33/2011, of October 4, General Public Health Law (2011) [57]; Law 21/1992, of July 16, on Industry (1992) [51].
Fire detection and extinction	Basic Document of Fire Safety (SI) in case of fire (2019) [58]; Royal Decree 314/2006, of March 17, approves the Technical Building Code (2006) [7]. Royal Decree 513/2017, of May 22, approves the Regulation on Fire Protection Installations (2017) [59]—Tables I and II of Section 1, as well as Table III of Section 2, in annex II [59].	Law 21/1992, of July 16, on Industry (1992) [51].
Plumbing	Basic Document Health and Hygiene (2022) (HS), HS 4 and HS 5 [60]. Royal Decree 314/2006, of March 17, approves the Technical Building Code (2006) [7]. Royal Decree 1054/2002, of October 11, approves the evaluation process for the registration, authorization, and commercialization of biocides (2002) [53], which is applicable to plumbing by virtue of article 7.3 CTE HS 4.	Law 14/1986, of April 25, General Health Law (1986) [56]; Law 33/2011, of October 4, General Public Health Law (2011) [57]; Law 21/1992, of July 16, on Industry (1992) [51].
Sewage system	Basic Document Health and Hygiene (2022)—documents HS-4 and HS-5 [60]. Royal Decree 314/2006, of March 17, approves the Technical Building Code (2006) [7].	Law 21/1992, of July 16, on Industry (1992) [51].
Air conditioning and ventilation	Royal decree 1027/2007, of July 20, approves the Regulation on Thermal Installations in Buildings (2007) [61].	Law 21/1992, of July 16, on Industry (1992) [51].
Gas thermal installations	Royal decree 1027/2007, of July 20, approves the Regulation on Thermal Installations in Buildings (2007) [61].	Law 21/1992, of July 16, on Industry (1992) [51].

Source: authors' analysis of the Spanish technical regulations.

Following the regulatory analysis, the obligations of responsible parties are identified, namely, the maintenance company, the owner, the holder, or the user. The lack of unity (see Table 3) in the obligations of the responsible parties is justified by the different weights assigned to the potential risks that each one carries, as well as the impact that each risk may have on the health of third parties (such as in the regulations for plumbing, and the prevention and control of legionellosis and indoor air quality).

Among all these types of installations, it is worth highlighting that the responsibility schemes of plumbing installations and those intended for the prevention and control of legionellosis and indoor air quality affect the presence of circulating hot water. These installations have a different framework from the rest. Up to three sectoral acts operate in relation to them, as an accident of this type can affect the health of third-party users. In this context, the party responsible for adequate maintenance is the installation holder, which does not preclude the maintenance company from being subject to compliance with

frequencies and inspections. With the new regulation on legionellosis [54], the possibility of joint liability between the holder and the maintenance company has been introduced. This matter is crucial and represents a change from the previous regulation [55], in which the holder was solely responsible and could aspire to achivejoint liability only at the discretion of a judge.

Table 3. Obligations of each responsible party.

Installation	Owner, Holder, User	Maintenance Company
Elevators	Must subscribe to a maintenance contract; prevent operation of the installation when safety conditions are not met; communicate defects to the maintenance company; and request periodic inspections in sufficient time. Likewise, they will be responsible, according to the doctrine of *culpa in vigilando*, for the hiring and work of the "*conservator*" company.	Establishment of alternative measures to avoid setting up shelters or spaces that are free of buildings. The maintenance company has the duty to respond to the work entrusted to them for maintenance.
Low-voltage installation	Responsible for adequate maintenance of installations, according to Article 19 of "Low Voltage Regulation", as well as breaking seals, according to Article 20 of "Low Voltage Regulation" [52].	Responds to their non-compliance, i.e., the frequencies of performing inspections or informing the installation holder.
Prevention and control of legionellosis and indoor air quality	Responsible for the installation.	Among other things, they are responsible for the work performed.
Fire detection and extinction	The regulation differentiates between the parties responsible for the installation—"*the party responsible for maintenance operations*"—and the maintenance; these may be the same person. Thus, no express attribution of responsibility is established, so the responsible party could adopt the position of a guarantor in the most favorable position or the installation holder in its broadest interpretation.	Obligations range from minimum maintenance activities to others, such as performing corrective maintenance at the request of the installation holder; informing the installation holder that installations comply with the operation or current regulations; preserving performed maintenance; issuing certificates for periodic maintenance; notifying the review schedule; and inspecting extinguishers.
Plumbing	Responsible for the installation.	Among other things, they are responsible for the work performed.
Sewerage system	Duty of diligence, Law 21/1992 on Industry [51].	Responsible.
Air conditioning and ventilation	General responsibility is established, regarding both maintenance and the adequacy of use, from the moment that "provisional acceptance is performed". Three obligations of the holder and user are listed, *numerus clausus* including—adequate maintenance, inspections, and preservations of the corresponding documentation.	Correct execution of maintenance.
Gas thermal installations	Responsible for the installation.	Correct execution of maintenance.

Source: authors' own classification.

In all these installations, liability is subjective (see Table 4), although there is a quasi-objective application. In this type of liability, the civil claimant must present an expert report that has been prepared by a competent technician, demonstrating that the damage was due to an omission of, defective compliance with, or non-compliance with the duty to maintain.

Therefore, the possible parties and, consequently, the civil defendants responsible for damages caused by installations, from connection to individual distribution, are one of the following: (1) the owner, user, or holder or (2) the maintenance company.

Table 4. Liability scheme in relation to installations from connection to individual distribution.

Damage	Type of Liability	General Legal Framework	Responsible Parties
Damage to third parties by real estate due to maintenance duty	Subjective liability with quasi-objective application (without fault)	Articles 1902, 1907, and 1909 of the CC	Owner, holder, user, maintenance company

Source: authors' analysis of the Spanish Civil Code.

Regarding territorial installations, we focus on two that have regulations that discuss safety in Article 12.5 [51]. These are high- and medium-voltage electrical networks, and the territorial distribution and storage of gas. The liability framework for these installations is determined, as summarized in Table 5, based on two special acts; two aectoral Acts; and, for liability enforcement, Article 1902 of the CC.

Table 5. Special regulation and sectoral law by territorial installation.

Installation	Special Regulation	Sectoral Law
High- and medium-voltage electrical networks	Royal Decree 337/2014 of May 9, approve the Regulation on Technical Conditions and Safety Guarantees in High-Voltage Electrical Installations and its Complementary Technical Instructions 01 to 23 (ITC-RAT) [62].	Electric Sector Act (Law 24/2013 of December 23 on the Electric Sector) [63].
Territorial distribution and storage of gas	Royal Decree 919/2006 of July 28, approve the technical regulation for the distribution and use of gaseous fuels and its complementary technical instructions 01 to 11 (ICG) [64].	Hydrocarbon Sector Act (Law 34/1998 of October 7 on the Hydrocarbon Sector) [65]. Law 21/1992 of July 16 on Industry) [51].

Source: authors' analysis of the Spanish technical regulations.

The scope of these territorial installations extends to their connection with the real estate; however, from that point on, the regulations and liability frameworks change. Thus, regarding territorial installations, liability is presumed to be objective (see Table 6), in contrast to the subjective framework governing their connection and internal distribution. In both these installations, maintenance is the responsibility of the installation holder, without prejudice to return action against the maintenance company. Additionally, compliance with the prescribed maintenance generates a presumption of legality regarding safety requirements and the consequent determination of liability in the case of an accident.

Table 6. Liability scheme in territorial installations.

Damage	Type of Liability	General Legal Framework	Responsible Parties
Damage to third parties by territorial installations due to maintenance duty	Objective liability (without fault)	Article 1902 of the CC	Installation holder

Source: authors' analysis of the Spanish Civil Code.

Consequently, the analysis of sectoral norms allows for an identification of five ways to impute liability to the owner, holder, or user, as well as the different contents of the diligence required of them: (1) liability of the owner or user in the case of elevators; (2) liability of the property in the cases of fire protection; (3) liability of the installation holder in cases of the prevention and control of legionellosis and indoor air quality, plumbing and hot water, sewerage systems, high- and medium-voltage electrical networks, and territorial gas storage; (4) liability of the installation holder or user in the case of air conditioning and ventilation installations and gas thermal installations; and (5) liability of the user in all installations according to the contract with the property and adhering to the use of the installation, without prejudice to its express citation in some installations.

Regarding maintenance companies, which are referred to as "*conservators*" in some regulations, they have at least the responsibility to execute maintenance under the terms and conditions established in the corresponding sectoral regulations.

4.3. Statutory Contracts: Property and the Facility Manager

This section analyzes statutory contracts commonly employed in real estate sectors to determine the obligations that each entails. While atypical, complex, and mixed contracts operate within this sector, sectional conclusions remain transferable, given that these other contracts rely on general contracting norms, as well as what is regulated for other contracts of a similar nature [66].

The three statutory contracts we address are service contracts, which imply a mere assignment of means; work contracts, which involve a determined and predefined result; and mandate contracts, through which one person enables another to represent them or carry out specific tasks. The analysis focuses on subject matters linking properties with technical services, such as those that a facility manager can offer.

Work and service contracts are regulated in Articles 1542, 1544, and 1546, Chapter III, Title VI, Book I of the Civil Code [5] and they relate to obligations and contracts. This general regulation must incorporate the provisions of various special acts such as insurance contracts [67], urban leases [13], and the LOE [4].

A contract for the provision of services—a service contract—regulates the obligation to provide a service or to diligently develop an activity, but without commitment to obtaining a specific result, so that absence is not non-compliance [68]. This contract is of a principal nature "whose existence does not depend on any other contract, fulfilling its own contractual purpose" [69].

Among the obligations of the contracting party, the service should be provided while personally ensuring quality or professionalism, including when delegating to assistants under the supervision of the contract [70]. One of the most relevant obligations of the contractor is to ensure that the service is performed according to the standards and protocols of their profession, observing the applicable conduct guidelines and ethical codes.

Article 1104 II of the CC establishes parameters enabling contractor diligence evaluation, which is limited "to compliance with the rules of art and profession" [71]. However, some authors, through a complete and joint reading of the article, consider that such compliance must combine the nature of the obligation and the circumstances of the involved persons, time, and place, i.e., the parameters mentioned in Article 1104 I of the CC [66]. In this sense, diligence not only comprises the efforts of the contracting party but also the ability to foresee potential rational risks and the adopted measures, which, as a corollary, leads us to the behavior of the reasonable person standard in Article 1104 I of the CC.

On the other hand, a work contract, which is not a construction contract, has as its fundamental and differential note that it obliges to a specific result and not to mere activity.

The result can be construction, planning, the provision of services, or an intellectual object [70]. Thus, the drafting of a project or preparation of an expert report will usually be a work contract [66], while other professional assignments, such as cost monitoring during the execution of work, can be configured as a service contract [71].

Contractor obligations include the execution of the activity according to the contract, within the agreed upon terms (Article 1128 of the CC) and following the rules of their profession (Article 1258 of the CC). A lack of professional expertise is "synonymous with guilt" [71] in the sense of Article 1104 of the CC and, therefore, due to personal, temporal, or local circumstances. Additionally, the contractor is responsible for the people that provide their service.

These two types of statutory contracts allow for the inclusion of penalty clauses for contract breaches, such as delays in installation maintenance execution. They may also incorporate indemnification obligations to the property owner in case of damages, for example through insurance subscription. These measures seek to incentivize contract compliance while restoring the property's financial balance. However, civil liability continues to fall on the property owner, along with the consequent reputational damage.

The third statutory contract we analyze is the mandate contract, which is regulated by Article 1907 of the CC and obliges a person to provide a service or perform a task on behalf of another.

Among the obligations of a mandatary contract, we highlight [71] the following: (1) to respond to the damages and losses caused, whether by non-execution or non-compliance and whether by intent or fault; (2) to execute the mandate according to the instructions of the principal or, failing that, according to the sector's uses (in any case, they will act in good faith and in the interest of the principal); (3) to render accounts and inform someone of their operations, unless otherwise agreed upon.

The mandate can be simple or representative. In a simple mandate, the obligations and possible actions are between the third party and the mandatary (Article 1717 of the CC), unless it concerns the principal's own matters (Article 1717 II of the CC). In the representative mandate, the linkage of claims is between the principal and the third party [68].

In the real estate sector, a mandate contract is usually accompanied by voluntary representation. Representation is the means or instrument by which an assignment is fulfilled, enabling the representative to act before third parties. A mandate can be tacit or express. The key difference between a mandate and representation is that the mandate is exhausted in internal relations between the parties, while representation "attributes to the third party the power to issue a declaration of will before third parties in the name of the principal" [71].

Representation can be direct, that is, in the name of another, *contemplatio domini*, which implies that the action directly affects the represented party. Thus, the third party takes direct action against the represented party, who must assume the obligations incurred by and within the limits of the mandate. In this case, the representative must clearly identify whom they represent, and the third party must accept this representation.

However, representation can also be in the name of another (i.e., indirect or mediate representation), in which case the name of the represented party is not disclosed and the third party takes actions against the representative, without prejudice to the repetition that may exist for the obligations incurred by the representative.

Therefore, contractual relationships between properties and facility managers help delimit the respective obligations and non-contractual liabilities, as well as the scope, for both parties.

4.4. Responsible Parties and Liability Schemes for the Duty to Conserve and Maintain

During real estate service life, properties face various responsibilities derived from conservation and maintenance obligations, and property may face various responsabilities that are derived form the obligations of the duties to conserve and maintain real estate. The efficient management of these obligations not only guarantees the conservation and maintenance of assets but also guarantees the maintenance of investment. To minimize reputational damage derived from third-party damages, this study proposes transferring the responsibility to an FM, which requires a proper contractual articulation between the parties.

As discussed in the previous section, no single liability scheme exists for tort liability due to omission of, defective compliance with, or non-compliance with conservation and maintenance duties. All examined schemes incorporate third-party risk weighting, as well as the determination of who benefits the most from the use of the real estate to attribute liability.

The current Prevention and Control of Legionellosis Act [54] groups the analyzed schemes into four liability attribution blocks according to the cause of damage: (1) quasi-objective imputability of the owner and possible user liability; (2) liability of the maintenance company and diligence of the owner; (3) imputability of the maintenance company with liability of the installation holder or user; and (4) full imputability of the installation holder.

The first block applies to constructive conservation, while the remaining blocks affect installation maintenance and conservation. In the first block of liability for constructive conservation, there is a quasi-objective liability in the subjective scope of the owner. In the second block, which is related to the maintenance of installations, liability falls directly onto the maintenance company and applies to sanitation installations. In the third block, maintenance companies are responsible for executing maintenance, but the installation holder must verify its proper functioning and comply with obligations derived from any detected risks or defects, which, in turn, translates into authorizations that must be issued by the owner or holder. This third block operates in installations such as elevators, low-voltage electrical networks, legionellosis, fire protection, air conditioning and ventilation, gas thermal installations in buildings, plumbing installations, and hot water.

The fourth block of liability deserves special attention as it involves objective risk liability. This type of liability falls onto those who obtain economic benefit from the existence of risk unless they prove that the damage did not arise from the source of the risk. It applies to territorial distributions, and the storage and connection of gas and electricity to real estate. This liability model applies to "social and economic activities. . .of a professional nature whose risk is likely to yield benefits for the holder," as stated by Professor Reglero [72], and was directed at business and manufacturing activities in the 19th century based on the idea that "those who create risk must respond to consequences. . ." [73].

After analyzing Sections 2.1 and 2.2, as well as what is discussed in this section, owners, installation holders, or users are concluded to be responsible in the case of tort caused by omission of, non-compliance with, or defective compliance with conservation or maintenance duties for real estate or its installations. This liability operates regardless of the urban status of the land, compliance with planning parameters of the real estate, the legality of use, or the completion state of the property.

Additionally, when the property, owner, or user of the real estate are not the same person and thus are established by the regulatory norm of that installation, the property must prove compliance with certain diligence parameters. These serve to determine whether the behavior has been appropriate. Table 7 summarizes the liability schemes from the exclusive perspectives of the owner, holder, and user, differentiating whether it affects responsibility or diligence.

Therefore, the property assumes a responsibility that, depending on the cause of the damage, can concretely be a personal responsibility or, at least, will comply with certain diligence parameters.

Table 7. Liability or diligence scheme affecting the owner, holder, or user.

Responsibility	Diligence	Matter
Owner/User		Constructive conservation
	Owner/User	Sewerage system
Installation holder	User/Owner	Elevators; low-voltage installations; prevention and control of legionellosis and indoor air quality; fire protection; air conditioning and ventilation; gas thermal installations; plumbing and hot water
Installation holder	User/Owner	High- and medium-voltage electrical networks; territorial distribution and storage of gas

Source: authors' own analysis.

4.5. Facility Managers and Their Contractual Relationships with the Property

FMs' functions encompass broad responsabilities aimed at achieving property objetives, with consequent value generation. This involves not only ensuring the operation of the real estate but also addressing other issues such as occupant well-being, spatial optimization, or sustainability implementation. FMs' functions accommodate expansive interpretation, extending to urban-scale development.

Classic FM functions include supervising and contracting resources that are essential to ensure compliance for both constructive elements and installations linked to the real estate (see Sections 2.1 and 2.2). These functions are carried out on behalf of the property or its representative and are usually articulated through a statutory service contract.

This type of contractual relationship entails two relevant consequences for the property in case of an accident, which are—(1) property responsibility, coupled with proving diligence, implying compliance with lex artis ad hoc and the suitability of the contracted company for work execution, and (2) potential reputational damage for property owners.

To examine these issues, other contractual modalities need to be explored within the statutory contracts discussed in Section 2.3 that would be suitable for transferring responsibility from the property to an FM, thus minimizing reputational damage risk.

A possible solution lies in employing a statutory work contract rather than a service contract. Thus, within its scope will be compliance with all duties linked to conserving and maintaining the real estate. This shifts from a means assignment contract focused on task performance to a result-based contract. With this change, return action will require contractual liability from the FM.

However, this alone does not meet the study objective since its effectiveness focuses on return action and not on third-party tort liability. At this point, a mandate and representation become crucial.

Section 2.3 demonstrates that effective responsibility transfer from owners to FMs requires representative mandates so that tort actions are present between the FM and the third party. Likewise, relationships involving the issuing of a declaration of will (e.g., requesting installation registration in official records) should be carried out by the FM through indirect or mediate representation power. In this way, claims are directed against the FM without compromising the property name.

Given the regulatory dispersion of the matter, the content of the contractual relationship between an FM and a property need to be more precisely defined. As analyzed in Section 2.2, the responsibility derived from the maintenance and conservation of the real estate may fall on the owner, holder, or user. However, as summarized in Table 7, the owner must always prove a certain standard of diligence.

Thus, to achieve the objective of this study, we must determine who the installation holder is. From a legal perspective, *the holder serves the installation*. However, this definition

is insufficient in the technical scope of installations, as the holder is the one registered in the corresponding administrative records as being responsible for the proper functioning of the installation; they also have the decision-making capacity to assume authorizations, prohibitions, or maneuvers. Therefore, the holder's responsibility is not limited to maintenance but also involves due behavior in risk situations.

"Holder" is a broader term than "user", whose liability is limited to proper use. Thus, the installation holder approaches the fullness of the owner's faculties without affecting the legal title.

Therefore, to achieve the effective transfer of responsibility, the ownership of installations needs to be changed in favor of the FM. In this way, when the sectoral norm determines the holder's responsibility, it falls on the FM, and when the property must prove diligence, the FM will prove it. Consequently, possible repercussions for the scope of tort responsibility cease to be present for the property, as the FM assumes them.

Therefore, changing the ownership of the property or holder is not only appropriate but necessary to achieve the effective transfer of tort responsibility in favor of the FM, except for in relation to fire protection installations. In these installations, express mandate formalization is required for the FM to act as the property responsible for operations.

Consequently, a regulatory analysis allows us to offer solutions in relation to new demands [37], and, after studying the installations referenced in this article, the combined use of certain statutory contracts is concluded to change the ownership of installations in favor of the FM.

5. Discussion

Following the established methodology, this SWOT analysis evaluates conservation and maintenance management through FMs' collaboration, categorizing and evaluating the factors identified in the study (see Figure 2).

	Strengths	Weaknesses
Internal Origin	Professionalization of maintenance and conservation management	Loss of direct control
	Measurable work and quality control	Intermediation cost
	Supervision of subcontractors	Unavoidable civil liability
	Preventive management and operational control	Dependence on subcontractor effectiveness
	Demonstration of due diligence	
External Origin	**Opportunities**	**Threats**
	Favorable regulatory context	Complexity of legal environment
		Property civil liability
	Evolution of social perceptions	Limitations of the contract
		Risk of serious reputational damage

Figure 2. SWOT analysis developed for conservation and maintenance management with FMs and temporal blocks of the real estate process. Source: authors' own elaboration.

- Internal Strengths

Professional maintenance and conservation management deliver specialized technical expertise often unavailable to property owners, materializing in rigorous regulatory compliance, preventive maintenance plans, and strategic alignment with property objectives [29–32].

Key Performance Indicators (KPIs) and periodic legal compliance reports allow work and quality control to be measured, ensuring quantifiable service delivery.

The supervision of subcontractors guarantees efficient contract compliance while reducing property exposure to suppliers, minimizing operational risks through FMs' intermediation.

Preventive management and operational control help maintain optimal asset conditions, ensuring regulatory compliance and allowing potential problems to be anticipated through contingency planning.

The demonstration of due diligence supports property owners in third-party damage claims, constituting a crucial strategic strength, as analyzed in preceding sections.

- Internal Weaknesses

Reduced direct property owner control necessitates enhanced trust levels and economic objective alignment, demanding constant transparent communication to avoid operational miscoordinations.

Intermediation costs represent a significant economic limitation, making FM hiring practically viable only for large real estate owners, restricting proposal applicability to specific market segments; see Section 1.1.

The unavoidable civil liability of property constitutes the most critical weakness. Properties maintain responsibility for third-party damages even when the causes are linked directly to FMs or subcontractors under their supervision.

The dependence on subcontractor effectiveness impacts owner's civil liability, currently only mitigated through rigorous contractual supervision and systematic audits.

- External Opportunities

Favorable regulatory contexts represent a key strategic opportunity. The technical regulatory environment favors diligent properties seeking specialized FM collaboration. Increasingly more applications are now requiring that the ESG criteria be met [31], which encourages owners to trust specialized FMs with implementing measures that positively impact corporate reputation.

The evolution of social perceptions influences the multivariate concept of corporate reputation [27]. Properties promoting sustainable values are prefered by society as they create healthier environments. Professionally managed buildings convey trust to users and investors, representing tangible corporate image improvements.

- External Threats

The complexity of a legal environment constitutes a significant implementation threat. Extensive regulatory concurrence creates an adequate compliance complex (see Tables 2 and 5).

The civil liability of a property represents the most critical legal threat. Spanish legal systems establish an assumption of civil liability of the property before third parties, per Article 1902 [5], maintained even with involuntary FM non-compliance. This configuration leads to this study's central corollary, which states that properties may suffer reputation damage as their corporate identity remains legally responsible.

The limitations of contractual measures reveal an insufficiency in traditional protection mechanisms. While contracts may incorporate penalties and insurance require-

ments, these measures cannot eliminate property civil liability under the legal system (Sections 2.3 and 4.3).

The risk of serious reputational damage constitutes the final threat. Serious incidents cause significant damage through negative media coverage or loss of trust, which are difficult to mitigate despite professional FM services. Increasing judicial claims [25] demanding regulatory evolution, and managing chain failure possibilities determine owners as ultimate civil liable parties.

Based on the SWOT analysis (see Figure 2), we present part of the strategic matrix analysis, defensive and survival strategies, which are the points intimately related to this study.

- Defensive Strategies (FA: Strengths + Threats)

Assuming that an owner has the financial capacity, fundamental measures include requiring adequate FM civil liability insurance and negligence indemnification clauses (Sections 2 and 4.3), thus covering incident costs while reducing patrimonial exposure but maintaining civil liability and reputational risk.

Implementing periodic quality control and auditing systems on FMs' work allows for regulatory changes to be anticipated and deficiencies to be corrected before they become serious incidents, thus providing proof of property diligence in civil claims.

- Survival Strategies (DA: Weaknesses + Threats)

In critical scenarios involving third-party damage incidents, the activation of reputational crisis plans includes temporary risk area closures, transparent communication, and indemnification offers [22], prioritizing trust maintenance while accepting necessary responsibilities.

Promoting measures that protect property corporate identity by transferring liability to FMs eliminates the civil liability falling on properties according to the legal system.

This analysis confirms that traditional contractual measures, while providing protection, cannot eliminate fundamental reputational damage issues. The proposed method of FM civil liability transfer represents the most viable strategy addressing this critical real estate management challenge.

6. Conclusions

The market demand for optimal real estate value and quality conservation during the service life of a property at the lowest possible cost is the logical evolution of an advanced society. In this context, real estate owners seek to secure their investments [15–18]. This approach, in turn, is reflected in the value of real estate assets [19–21] and in compliance with the legal framework, as analyzed in Sections 4.1 and 4.2.

Rental property owners, as discussed (Section 1 [3]), face diverse operational challenges beyond investment security and maintenance. These include ensuring that their real estate assets inspire confidence among investors or in the rental market and that they respond to social and corporate values [16]. These objectives require collaboration with multidisciplinary teams, such as facility managers [28,32].

During the service life of real estate assets, property owners must address the multivariate concept of reputational risks [27] and how to preserve their reputation during adverse circumstances, particularly in the context of increasing civil litigation [22]. One aspect that can considerably damage property reputation [26] is damage to third parties.

In cases of third-party damage, traditional contractual remedies only seek to maintain the property's financial balance, such as establishing penalties or requiring civil liability insurance from FMs, as discussed in the defensive strategies in Section 5. Similarly, other necessary measures such as reputational crisis plans are palliative measures that do

not resolve the property's reputational damage, as outlined in the survival strategies in Section 5.

Within this context, the scope of FMs' roles increases, thus increasing their contribution to property value and the value they bring to the property. As established in the survival strategies in Section 4, transferring civil liability in cases of third-party damage, with the consequent burden of potential civil liabilities for damage to third parties, represents the means by which the property's corporate identity can be preserved and protected. This approach effectively minimizes reputational damage, thus safeguarding the property's market position and investor confidence.

This research examined tort liabilities during real estate service life [7], addressing the omission of, defective compliance with, or non-compliance with conservation duties, in accordance [12] with Spanish regulation (see Section 1.1).

Analyzing the potential liabilities requires the systematic examination of 16 regulations, employing integrative approaches, as evidenced in aspects that might seem accessory, such as using specific and limited terminology that has been extracted from the legal framework itself, such as—*real estate* [6] versus *buildings or service life* [7] versus *useful life* [8]. As a result of this analysis, four blocks of liability attribution were identified, ranging from the quasi-objective liability of the owner to the liability of the maintenance company or the full objective imputability of the installation holder.

The analysis demonstrates that property owners bear the complete burden of tort responsibility, which, depending on the cause of damage, may concretely be a personal responsibility or, at least, require compliance with certain diligence parameters (see Tables 1, 4 and 6).

FMs' responsibilities encompass supervising and contracting essential resources for conservation and maintenance compliance for both constructive elements and installations linked to the real estate (see Sections 2.1 and 2.2). Therefore, the relationship between a property and an FM was analyzed based on statutory contractual solutions in Spain [66].

Achieving liability transfer from property owners to FMs requires appropriate contractual structures. In this sense, Section 4.3 concludes that contracts should be structured based on a statutory work contract [66,68–71], that is, a result-based contract, rather than a means contract. Although this aspect is not central to this study's objective, it improves the property's position in recourse.

A representative mandate with indirect or mediate representation power should be added to this statutory contract [68], allowing tort actions to be directed toward the FM, not the property, as its name will not appear in legal transactions for conservation and maintenance purposes [68,71]. Likewise, the ownership of all installations will need to be changed in favor of the FM, with their express designation as the property responsible for operations.

Consequently, FMs encounter enhanced professional perspectives, increasing value delivery through the expanded liability assumption of their professional performance, which is brought to the property by assuming non-contractual liability for damage; in turn, this reduces the property's reputational damage. For this purpose, it is essential that the contractual relationship is materialized as a statutory work contract with a representative mandate and indirect representation power combined with a change in the ownership of installations in favor of the FM.

This study adopted conceptual approaches, analyzing Spanish legal frameworks to provide property owners with effective operational tools during the service life of their buildings in the event of torts to third parties. To this end, it suggests a reinterpretation of the FM's functions, as also explored in other studies [74].

Future papers could focus on a huge variety of topics, among which we highlight the following three areas of particular relevance:

The first area revolves around due diligence standards need to be articulated [66,71] in cases where FMs lack specific technical knowledge, since no specific university degree is required nor does any compulsory statutory framework govern their professional activity under the Spanish legal system. This gap raises important questions about professional competency standards and liability attribution when technical expertise is insufficient.

Second, future research may employ an empirical approach using the Delphi method, a prospective and consensus technique, to obtain expert opinions from industry professionals on how to effectively and practically minimize reputational damage arising from civil liability incidents. Such empirical validation would strengthen the theoretical framework proposed in this study.

Third, the examined Spanish regulatory framework represents a methodologically necessary foundation for theoretical development in tort liability transfer mechanisms. As established in comparative legal scholarship, each society possesses distinct civil law systems. Within the European context, Latin law traditions differ fundamentally from Commonwealth legal systems. While European Union initiatives have attempted regulatory harmonization through instruments such as the Principles of European Tort Law (PETL), Principles of European Contract Law (PECL), and Draft Common Frame of Reference (DCFR), achieving unified European civil law solutions remains elusive. However, theoretical frameworks developed within one jurisdiction can be methodologically transferred to others with appropriate adjustments. Therefore, an important avenue for future research involves adapting this framework to other jurisdictions, particularly Commonwealth countries, where the following two primary types of challenges are anticipated: (1) differences related to contractual governing law provisions, as the interpretation of implied terms in such contracts depends on commercial "common sense" and what constitutes "reasonable skill and care" associated with FMs, and (2) the different interpretation of "contractual good faith" compared with that in Latin-rooted legal systems [75].

The study of contract implementation will continue offering extensive research opportunities for future investigations and improvements across diverse fields of study, as well as continuous improvements when the duty of conservation and maintenance is exercised by real estate property owners.

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