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Governing the right to build

The institutional dynamics of self-build housing in Brazil and the Netherlands

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Publication date

2021

[Link to publication](#)

Citation for published version (APA):

Bossuyt, D. M. (2021). *Governing the right to build: The institutional dynamics of self-build housing in Brazil and the Netherlands*. [Thesis, fully internal, Universiteit van Amsterdam].

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Who owns collaborative housing?

A conceptual typology of property regimes

Abstract

Tenure in collaborative housing remains under contextualized. Unpacking tenure contributes to internal differentiation of collaborative housing, its comparison to other modes of housing provision and the evaluation of potential benefits. This paper develops an ideal-typical typology of tenure through property regimes. These constitute social arrangements regarding the allocation of rights, rules and roles with respect to a resource. In terms of organizational characteristics, collaborative housing is based on limited common property, self-governance and sets of internal rules. While sharing these characteristics with other residential communities, collaborative housing can be differentiated by virtue of collectively held management and commissioning rights. Property regimes are a mediating variable for both positive and negative effects attributed to collaborative housing.

Published as : Bossuyt, D. M. (2021). Who owns collaborative housing? A conceptual typology of property regimes. *Housing Theory and Society*.





4.1 Introduction

Tenure matters in collaborative housing as it concerns fundamental issues of control, exclusion and power. Still the dimension of tenure in collaborative housing has remained under contextualized. This article sets out to analyze and understand collaborative housing forms through tenure. It scrutinizes the constitutive characteristics of collaborative housing and delineates three ideal-typical property regimes.

Research on collaborative housing has proliferated in recent years (Chatterton, 2013; Chiodelli, 2015; Czischke et al., 2020; Hagbert, 2020; Lang et al., 2018; Salet et al., 2020). Scholars and policy-makers alike have expressed interest in collaborative housing as a way to realize more affordable, sustainable and inclusive housing. It encompasses a variety of housing forms characterized by collective resident control over conception, development and management (Lang *et al.* 2018, Czischke *et al.* 2020). Examples include collective self-build, cohousing and resident-led cooperatives (Chatterton 2013, Hamiduddin and Gallent 2015, Balmer and Gerber 2018). Studies highlight a strong diversity in terms of ownership and organizational structure (Beck 2020, Czischke *et al.* 2020). This is unsurprising in light of the methodological predominance of richly detailed case-studies scattered across contexts, leading to an emphasis on the bespoke and particular (Lang *et al.* 2018). Still, it begs the question of how one may differentiate collaborative housing internally and externally.

Tenure is an expression of property relations and constitutes a central institutional dimension of housing yet underexplored in relation to collaborative housing. Existing accounts may rely on implicit essentialism, limit themselves to single jurisdictions or do not discuss tenure altogether (Fromm 2012, Carriou 2014, Ruiu 2014, Beck 2020). A deeper engagement with tenure can be productive as it captures questions such as who may access or sell housing. It is also crucial for the assessment and evaluation of collaborative housing forms (Larsen 2019, Hagbert 2020).

This paper dissects tenure by adopting a property regime theoretic perspective. This understands tenure as sets of social relations between people with respect to housing. The totality of these relations constitute bundles of rights, variations of these bundles are property regimes (Schlager and Ostrom 1992, Von Benda-

Beckmann 1995, Ostrom & Hess 2007). This approach has found widespread application in the study of natural resources, but only limited application with respect to housing studies. The paper contends collaborative housing is constitutively defined by limited-common property, self-governance, internal rules and resident control over conception, development, and management. While it shares certain features with regular multi-owned housing, collaborative housing is externally differentiated by management and commissioning rights which are held in common. Internally, differences can be understood through income rights. These concern the capacity to earn money through sale or lease (Christman 1994).

The first section of this paper discusses the concept of tenure in relation to collaborative housing. Noting its heterogeneity and complexity, the paper proposes to conceptualize tenure as a bundle of rights. The second section unpacks the necessary socio-legal parameters of collaborative housing in relation to other forms of residential communities. The third section departs from a baseline planned market regime to delineate three ideal-typical property regimes in collaborative housing: the intentional market regime, the common regime and the self-management regime. Finally, the paper explores how tenure mediates affordability and accessibility in collaborative housing.

This paper is based on a combination of literature review, policy review and empirical research. The author(s) started off with an exploratory research aimed at mapping the socio-legal parameters of collaborative housing in the Netherlands. To this end, the author(s) conducted an institutional analysis of the regulatory, planning and legal frameworks existing with respect to collaborative housing in the Netherlands. This was complemented by ten semi-structured qualitative interviews conducted between April 2019 and February 2020. These were conducted with residents, elected officials, policymakers and policy advisors. These were complemented by a study of statutes and bylaws. The author(s) subsequently developed a tentative overview of forms. The emergent forms were subsequently juxtaposed and compared with international cases of collaborative housing through a literature study.

4.2 What is collaborative housing?

Collaborative housing covers a broad range of collective self-organized housing forms, defined by resident control over production, conception and management (Lang *et al.* 2018). Forms vary in terms of goals, values or spatial features. Some prioritize solidarity and care, while others pursue environmental goals or affordability. Depending on the degree of collectivism, developments may include shared spaces such as gardens, laundry rooms, bike sheds or even kitchens (Czischke *et al.* 2020, p. 7). This paper sees merit in using collaborative housing as a catch-all term but underlines the importance of asking what sets apart collaborative housing forms internally and vis-à-vis other forms of housing.

Tenure is a central expression of institutional arrangements concerning use, possession and ownership. It regulates how collaborative housing is produced and consumed, mediating potential positive and negative effects. This is essential given the normative premise that collaborative housing is desirable, because it offers all sorts of positive benefits if done well (Scheller and Thörn 2018). Positive effects attributed to collaborative housing include democratic empowerment (Thompson 2018), affordability, social interaction (Williams 2005, Fromm 2012), or low-carbon lifestyles (Chatterton 2013, Revilla 2020). Vice-versa, critiques have addressed potential negative effects such as exclusion and segregation. For example, Chiodelli (2015) argues co-housing groups may not be that dissimilar from gated communities. Notable is Jane Jacobs' (1961) dismissal of Chatham Village in Pittsburgh, a collective housing development that was inspired by the garden city movement. Jacobs (1961, 65) argues such 'colonies' work narrowly for 'self-selected upper-middle-class people', leading to 'insularity and homogeneity'. The benefits of togetherness may only work for a narrowly defined group.

Improving our understanding of the socio-legal parameters of collaborative housing matters for the evaluation of collaborative housing. For example, Sørvoll and Bengtsson (2018) point out that an ownership structure based on individually tradable shares may be more susceptible to marketization. Similarly, Hagbert *et al.* (2020) argue that the degree of autonomy may positively impact the capacity to achieve sustainable values. Tenure may also help us understand regulatory change (Larsen 2019). These contributions

suggest tenure can act as a mediating variable for the effects of collaborative housing. Exploring these conditions facilitates an internal differentiation of the collaborative housing sector, positions collaborative housing vis-à-vis other modes of housing and helps formulate hypotheses on the effects of collaborative housing.

4.3 Tenure in collaborative housing

Dimensions of property, ownership and tenure have remained generally under contextualized in collaborative housing scholarship. The methodological predisposition for single-case studies has resulted in an emphasis on the particular. As a catch-all term, collaborative housing may refer to anything from socio-spatial living practices (cohousing) to particular legal forms (cooperative). In housing studies, tenure ontologies have shifted over time from realist to more constructivist ontologies (Ruonavaara 1993, 2012, Blandy and Goodchild 1999, Doling 1999, Hulse 2008, Wallace 2012). The emergence of comparative research in particular has demonstrated how poorly tenure categories carry across space and time, prompting a reconsideration of tenure as an immutable category. Housing scholars generally acknowledge tenure is socially produced, yet this premise holds two major variations.

The critical realist viewpoint asserts tenure contains both essential and contingent components (Kemp 1987; Doling 1999). Ruonavaara (1993, 2012) argues that modern societies now to fundamental tenure types: rent and owner-occupancy. These can be differentiated in terms of the rights of exclusive use, control and disposal, which owner-occupiers generally hold but renters do not. These two tenure types may be further impacted by institutionally contingent characteristics associated with tenure forms. The critical realist stance has been challenged by a constructionist perspective. The latter emphasizes the fundamental contingency of tenure categorizations (Hulse 2008, Wallace 2012). These studies do not define tenure as such, but ask what tenure means in a particular setting. Influenced by critical property scholars, these authors understand property discursively (Davies 1999, Rose 2006). This challenges the tenure binary and dispels particular certain myths associated with rent or homeownership. As homeownership becomes a heterogeneous category, benefits may not appear consistently. For example, condominium homeowners

have to negotiate with neighbors over management and maintenance, impacting their rights of exclusive use and control (Yip and Forrest 2002).

The constructionist emphasis on contingency contrasts with the premise that tenure holds a fundamental core. Still both ontologies been strongly influenced by a legal realist perspective on property. This holds that property comprises a discrete group of rights which can be allocated to different actors. The legal realist viewpoint explicitly contrasts with the classic ownership model of property, which puts analytical focus on a single owner with consolidated rights identifiable as the title holder (Merrill 1998, Singer 2000b). The image of a home-owner who is easily identified is difficult to translate to collaborative housing practice. In practice, many housing developments combine individual and joint elements of ownership. Singer (2000, 87) notes that the 'classical ownership model is ill-suited to describe or analyze these widely varied property arrangements or the social relations they entail'. Applying a legal realist perspective on property to housing tenure is particularly useful for the analysis of multi-owned residential development (Blandy *et al.* 2006). In these cases, multiple actors may hold claims to the same housing development.

Collaborative housing cannot be reduced to one tenure alone and is often based on hybrid arrangements, featuring elements of private and common property (Fromm 1991, Lang *et al.* 2018, Czischke *et al.* 2020). Still, authors tend to rely on an implicit essentialism that assumes tenure as a relatively stable concept. This contrasts with the constructionist and critical realist insight that tenure labels do not mean the same consistently. For example, in a five-case comparison Fromm (2012) distinguishes social and physical dimensions, but leaves tenure unpacked beyond the remark that there exists a variety of 'ownership types from those instigated by a group of future residents who own individual units to those created as rentals by non-profit developers' (Fromm 2012, 364). Tenure is often discussed with reference to title in a single jurisdiction. For instance, Williams (2005) notes co-housing communities are either 'owner-occupied' or 'rental and affordable'. Beck (2020) differentiates between four tenures: private, cooperative, rented and mixed tenure without specifying these further. In other cases property relations are not mentioned explicitly. Carriou (2014) discusses the example of the 'Hoche cooperative' in Nanterre. While low-cost access to homeownership is listed as a prime motivation for residents, it is unclear what concrete rights residents hold with respect to their housing unit. When

studies discuss single jurisdictional contexts, they can easily void the issue of comparing or translating tenures. Still, the tenure debate has emphasized that the content of such labels is spatio-temporally contingent, making it necessary to spell out their content.

Above examples showcase a tendency in some of the collaborative housing literature to analyze tenure in terms of labels or formal title alone. Formal title undeniably constitutes an important component of property relations as it affects the allocation of rights to different actors. However, paying attention to title alone may not suffice in more complex property arrangements (Blandy and Goodchild 1999, Singer 2000b, Blandy *et al.* 2006). Moreover, the formal owner of a building may change throughout a building's life cycle as Blandy & Goodchild (1999) demonstrate. The paper thus asks the question of 'who is entitled to do what?' in relation to collaborative housing, responding to a disaggregated conception of tenure. Tenure does not exclusively imply holding a home in possession, but also holding particular rights with respect to housing. In the following section the article first delineates the necessary organizational characteristics of collaborative housing, some of which are shared with other housing developments. Second, the paper delineates rights in collaborative housing and uses these to tease out three ideal-typical property regimes.

4.4 The socio-legal parameters of collaborative housing

Collaborative housing can be compared to common-interest housing. This concept denotes member-based residential communities that provide services and/or infrastructure (Fenster 1999, McKenzie 2003, 2006, Manzi and Bill 2005, Lehavi 2008, 2016). The comparison is useful for illuminating the institutional architecture of collaborative housing. It reveals that limited common property, self-governance and internal rules are necessary, though not exclusive, characteristics of collaborative housing. This section finds collaborative housing is differentiated by resident control over conception, development and management as expressed by commonly held commissioning and management rights. These allow residents to set the terms of self-governance and spatial design.

Limited common property denotes that certain elements are held in common

by members of a group, but exclusively so versus others (Rose 2000, Blomley 2008, Page 2010). Member-residents jointly use certain elements, while non-members may be excluded from use (Rose, 2000, 335). Even though common property may assume a private shell, it does not necessarily constitute private property as some would claim (Chiodelli 2015, 2572). Instead, the common element is open to the outside world under particular conditions of access and membership defined by member-residents. The private legal title may obscure the common element. Collaborative housing shares this limited common element with multi-unit market housing, such as the condominium.

Collaboration among residents, as well as between residents and other stakeholders is a defining characteristic of collaborative housing (Czischke et al. 2020). This collaboration presupposes a form of social organization. On the one hand, residents must be represented themselves vis-à-vis other housing stakeholders. On the other hand, they arrange their internal affairs through self-governance and democratic management. A self-managed body acts as legal entity and governs residents individual behavior, representing residents as a form of private government versus other parties (McKenzie 2003). The legal form of this organization varies per jurisdictional context and case. Membership of this entity confers use rights to residents, underlining the importance of membership criteria.

Collaborative housing developments are governed by an internal set of rules. These rules may exist as implicit shared understandings, or can be derived from formal documents such as deeds, statutes and bylaws. The genesis of these rules differs in planned versus intentional residential communities (Lehavi 2008). In planned residential communities, rules originate as pragmatic solutions to particular collective-action problems. The initiating developer drafts bylaws and statutes, as is the case in master-planned condominiums. Developers draft rules with sale in mind (McCabe 2011). In contrast, intentional residential communities, such as co-housing groups, are formed by residents around a common idea or set of social values. When residents draft their own rules, these can be expected to be more adaptable and legitimate. In collaborative housing the constitution of internal rules is subject to resident deliberation.

The previous three characteristics can also be found in non-collaborative forms of common-interest housing. Resident control over production,

conception and management sets collaborative housing apart. This ties in to the Lefebvrian notion of autogestion. Often translated as self-management, autogestion proposes citizens should have direct control over the production of urban space and political decision-making processes (Purcell 2003, p. 578, Salet *et al.* 2020). It implies a social principle of self-governance. These abstract rights translate into commonly held commissioning and management rights in operational and constitutional phases of housing developments.

4.5 Property regimes and ideal-types in housing

This section develops a conceptual framework for the analysis of collaborative housing in terms of property regimes. Schlager & Ostrom (1992) use property regime to refer to the social arrangements regarding the production, maintenance and consumption of a resource. Applied to the study of housing, it disaggregates tenure into different bundles of rights. Property regimes consists out of subjects who hold rights with respect to specific objects (Von Benda-Beckmann 1995).

In terms of subjects, the paper differentiates between three options. Rights can be held by private individuals, a limited community or an external party. Private refers to rights held by an individual resident. The supra-individual level of the self-governed organization is described as common ownership. External is used to refer to incidents where an external party such as developer, company or public actor holds rights. Supra-individually held rights give way to two varieties of property relations, among residents on the one hand, and between residents and outsiders on the other hand (Von Benda Beckmann 1995, 314). Group deliberation determines how these collective rights are exercised. Externally held rights are beyond resident control. This includes rights held by developer, state actor or other type of third party. The object covers what is being owned in a property regime. Note that housing developments can potentially be infinitesimally subdivided into units, apartments, corridors, hallways, air and so forth. Similarly, the allocation of rights may be temporally delimited. For example, contracts can allocate rights on the basis of perpetuity or a limited period of time. At the analytical level the temporal dimension can be necessary to understand the capacity of specific property regimes to contribute to affordability on the long-run. Given the degree of abstraction

presupposed by the a typology, these dimensions have been collapsed into one. Rights exist at three levels: formal ownership, collective-choice rights and operational rights. Formal ownership or title affects the articulation of the second and third level, though not unilaterally so. Collective-choice rights concern the right to decide what happens to a resource. Operational rights concern day-to-day actual use (Ostrom 1990).

Schlager & Ostrom (1992) developed their original scheme for the analysis of common-pool resources. Some authors have studied housing as a common-pool resource and copied this scheme accordingly (Brandsen and Helderma 2012, Donoso and Elsinga 2018). However, even from an institutional economists' point of view, collaborative housing does not constitute a common-pool resource strictly speaking as it is not a resource in which it is costly, but not difficult to exclude others from use. In fact, others can easily be excluded and one's consumption does not necessarily exhaust use by others, rendering it excludable but not rivalrous. Boundaries ensure a degree of exclusion, making overuse not a direct threat. Ostrom & Hess (2007) argue different rights may be analytically relevant depending on the properties of a resource and the existing real-life arrangements.

The typology here is based on ideal-types. These are abstractions of empirical reality into categorical types (Kuckartz 1991). Ideal-types need not necessarily correspond with real-life empirical cases. The cases discussed next serve as illustrations of particular characteristics. The principal aim of this typology is to explore different dimensions of tenure in collaborative housing. Tenure categories are firmly rooted in particular political, legal, economic contexts. It is not straightforward to develop a universally generalizable classification. The analytic ideal-types developed here may serve as a conceptual bridge between different settings (Bengtsson and Hertting 2014). The contention is that these rights help shed light on constitutive differences in terms of ownership structure in collaborative housing. Using the bundle of rights analogy, we may differentiate between three property regimes in collaborative housing as

demonstrated by Table 1. Since collaborative housing principally has been used to understand housing forms in north-western European housing systems this colors the analytical dimensions developed here. The typology identifies the following six rights at operational and collective-choice levels.

The operational level of action concerns day-to-day activities with respect to a resource.

Access.

The right to enter and use a building's shared spaces and facilities.

Possession.

The right to possess a housing unit

The collective-choice level of action determines and constrains operational rights.

Commissioning.

The right to decide and control the spatial characteristics of the building, units and joint facilities during conception and development stages.

Management.

The right to decide over how a building is used during its operational phase. This includes decisions in relation to when and how maintenance is taken out, or what improvements are made to the building and any facilities. It also entails the rules regarding the use of shared spaces by non-residents.

Exclusion.

The right to determine who has access and possession rights and how these may be transferred. This concerns deciding on who can become a member.

Income.

This right permits one to transfer collective-choice rights to others in exchange for money. This includes lease and sale and whether residents may do so without reference to others.

Table 1: Ideal-types of property regimes in collaborative housing according to six rights.

	Operational level		Collective-choice level			
	Access	Possession	Commissioning	Management	Exclusion	Income
Planned market	Common	Private	External	External / Common	Common	Private
Self-management	Common	Private	Common	Common	Common	External
Common	Common	Private	Common	Common	Common	Common
Intentional market	Common	Private	Common	Common	Common	Private

The cells refer to the subject and right-holder. This includes the ‘private’ individuals, residents in ‘common’, or an ‘external’ party beyond residents’ control. The planned market ideal-type serves as baseline comparison for three collaborative housing ideal-types: self-management, common and intentional market.

4.5.1 The planned market regime

The baseline for our comparison is the planned market regime. This denotes any multi-unit housing development built by a market actor, including developer-built market cooperatives or condominiums. Condominiums and homeowner associations favor minimally held common elements and individual apartment ownership. Meanwhile, in market cooperatives a housing organization owns all of the property and issues leases to tenant-stockholders. As socio-legal form, condominiums combine individual apartment ownership with co-ownership of elements of a building. Individual housing units are freely tradable. Residents having voting rights in an association. The condominium association assumes the obligation to manage the property. The developer may take part in this board (Yip & Forrest 2010). This may differ from a cooperative model, in which residents lease jointly from a self-owned cooperative. Condominiums favor minimally held common elements and individualism versus more group

carried risks in cooperatives. In both cases, members are part of an association that decides on maintenance duties. Members are part of an association that holds responsibility for maintenance. If we break down these forms into what this means for residents, we see that both are essentially based on individually marketable income rights. In the case of market cooperatives this is a tradable share, whereas in condominiums this is a title to an apartment.

The planned market regime forms our baseline principally with respect to the commissioning and management rights. The type is used for economic reasons in high density urban environments, but may fall short in terms of offering people control over housing circumstances (Blandy *et al.* 2006). Residents do not hold any commissioning rights. They do not determine spatial characteristics, nor the administrative structure of their building complex. Developers determine spatial characteristics, design, unit allocation and the governing structure, which may negatively affect legitimacy (McCabe 2011). Vogel *et al.* (2016) illustrate how most cooperatives in Sweden are built by developers, excluding residents from planning and production. As a result 'future building owners are not involved in the actual forming of the housing cooperatives, hence not able to make any substantial impact on how the buildings are to be produced' (Vogel 2016, 438). The consequence, they note, is that these actors have little incentive to invest in energy efficient or energy neutral measures. Looking at ownership title is misleading as developers may create the cooperative and assume positions on the governing board. In addition, they hold commissioning and management rights, setting the parameters of design, use and governance. The board of a market cooperative or condominium may be dominated by external market parties alongside residents, potentially impeding long-term maintenance in response to cultural or demographic change (Webb and Webber 2017).

4.5.2 The self-management regime

The self-management regime denotes collaborative housing forms where commissioning, management and exclusion rights are held in common, while income rights are held by an external party. This means that residents collectively decide on issues pertaining to the spatial characteristics of the building, units and joint facilities in the conception and development of the building. After completion, they also collectively decide and deliberate over what improvements are made. Residents also set criteria pertaining who gets to

become a member of their housing complex but may not sell their apartment. Another actor may confer these rights to residents. This actor holds income rights and may thus decide upon sale or lease of the building and its units.

One example of a self-management regime is the Teilingerstraat Residents' Association, known as 'De Teil'. This concerns 32 housing units and 2 workspaces in an early 19th century housing block just north of the city-center of Rotterdam in the Netherlands. In the 1980s, the complex became property of the municipality after squatters had made a case against the former owner. The former owner planned to demolish the building citing its poor foundations. The residents successfully protested the demolition and signed an agreement with the municipality in 1994 (*Beheerovereenkomst Teilingerstraat* 1995, De Teil 2011). The agreement stipulated that residents could continue to use housing on the basis that they would take out their own management duties. Subsequently the residents formed a foundation, which later would become an association. This association selects its own members and holds responsibility for maintenance, sets its own rents, collects rent revenue towards a maintenance fund. Internal self-determined rules govern the use of internal spaces. The rental contract stipulates residents to commit time to self-management. Revenue is used towards a maintenance fund. De Teil reports to the municipality, who holds formal title over plot and buildings. Transfer of title would have been costly. Residents' autonomy is compromised to a certain degree as they do not all rights in common. At the same time, external support facilitates the overcoming of obstacles in terms of land or finance. These can provide major obstacles in the conception of collaborative housing projects. Another illustration of this type is made by Stäwog in Bremerhaven, Germany (Fromm 2012).

4.5.3 The common regime

The common regime represents instances where commissioning, management, exclusion and income rights are all held in common. Residents still hold individual possession rights to their housing unit. Resident-led housing cooperatives represent this type. Here, residents form a collective legal entity that is jointly owned and governed, becoming their own landlords. This regime allows for a large degree of autonomy, which can guarantee democratic control or long-term affordability (Chatterton 2013, Thompson 2015, Aernouts and Ryckewaert 2017, Balmer and Gerber 2018). Examples in the Netherlands

include De Nieuwe Meent and de Warren in Amsterdam, or Het Rotterdams Woongenootschap in Rotterdam (De Nieuwe Meent 2020; Het Rotterdams Woongenootschap 2017; Van der Zande 2018). International examples include the Swiss experience of Genossenschaften. These prospective cooperatives are all based on self-governed associations. Individual members of the association gain use-rights to their apartment, but the other rights are held in common at the supra-individual level. Note that market-rate cooperatives or condominiums may also belong to this category when the organization puts restrictions on lease or sale (Tarleton 2018). Singer (2000, 56) cites an example of a condominium association that holds the right of first refusal on when owners decide to lease or sell their property.

Holding income rights in common can be a strategy for the decommodification of housing (Gerber and Gerber 2017). Still, it is not an individually sufficient condition as this also depends on restrictions pertaining to the marketability of use-rights. Moreover, rules may need to be put in place that prohibit tenure conversion or dissolution (Tarleton 2018). Affordability clauses are usually embedded in statutes. Even when income rights are held in common, the long-term decommodification of housing may require limiting rules regarding alienation and dissolution bound to the land lease contract or a second-tier organization.

4.5.4 The intentional market regime

This type presupposes a property regime in which commissioning, management and exclusion rights are held in common, while allowing for privately held income rights. This means that individual residents do not need others' permission to decide on sale or lease of their housing unit. Intentional refers to the case that these are resident-initiated development schemes. Residents will decide as a group on the spatial qualities during development or renovation. However, these housing forms do not necessarily seek to decouple property from market dynamics. Individual units can be owned, financed and traded individually. A typical example of this constitutes collective-self-build groups (Bossuyt et al. 2018). In these groups, people may build and live together as neighbors and face shared management duties. However, they are also able to share and trade their individual units at will. Self-selection is also a feature of these group self-build communities. In terms of legal form they may adopt a condominium structure or homeowners' association. Each unit

can be financed independently and is freely sold without input from other members of a complex. Even cohousing groups based on social interaction can be anchored around privately held income rights (Blandy 2013). While residents retain collective responsibility for shared facilities and joint spaces, they are free to trade their individual unit as they see fit.

The intentional market regime is illustrated by the Wallisblok, a collective self-build scheme in Rotterdam. This was a privately-owned and dilapidated building (Boonstra and Lofvers 2017). Facing the choice between renovation or demolition, the municipality proposed to let people renovate it themselves. The municipality bought the building and sold it to an owners' association in 2005. The association decided over the design and planning of the renovation process, as well as engaged in mortgage negotiations. Collective resident involvement in conception and development led to highly diversified housing typologies. In the end, the building was subdivided into individual apartments over which residents gained individual title. Parts of the building remain held in common, including a garden. The owners' association retains responsibility for management of the collective elements. Residents are free to sell and trade their apartment units individually. International examples include certain cases of Baugruppen (Hamiduddin and Gallent 2015).

4.6 Property regimes as a mediating variable

Property regimes act as a mediating variable for effects attributed to collaborative housing. Two positive qualities accredited to collaborative housing include affordability and accessibility (Jarvis 2015, Czischke *et al.* 2020).

In order to assess the capacity of collaborative housing to achieve affordability in the long-run we must pay attention to commissioning and income rights. First, collective resident control as expressed through commonly held commissioning rights allows for a reduction of building costs. If residents work from a non-profit ethos they can potentially reduce development costs as there are no profit margins (Hamiduddin and Gallent 2015; Bossuyt 2020). Granting residents control over conception and production allows them to realize housing that is tailored to their own needs. This is possible for all three ideal-types identified in the typology here. Second, affordability may be

achieved on the long-run by limiting residents' capacity to capitalize upon the exchange value of their housing units. The degree of de commodification can be analyzed through the dimension of income rights. On the one hand, income rights can be vested in an external actor with a non-profit ethos as illustrated by the self-management property regime. Examples include a state or municipal housing association or a second-tier organization. On the other hand, income rights can be held in common, as we see with limited-equity cooperatives. In the scenario where income rights are held by private individuals, residents face no limitations regarding sale and speculation. Still, both commonly or externally vested income rights are not individually sufficient conditions for the de commodification of housing on the long-run. A limited-equity cooperative may financialize through tenure conversion (Bruun 2018). Income rights thus need support from a non-profit orientation and restrictions on marketization cemented in bylaws or statutes. Equal attention must be paid to the temporal dimension. For example, when restrictions on income rights are time-delimited, there is a strong risk that internal conflict may arise regarding the merits of marketization when contracts expire. Moreover, while such agreements or leases provide an asset lock, they may negatively impede the autonomy of a collaborative housing group (Tarleton 2018). A different solution is a nested structure in which an umbrella organization holds income rights and prevents individual cooperatives from marketization. It can be hypothesized that collaborative housing can only work towards affordability when a non-profit ethos is combined with commonly or externally held income rights in perpetuity. Non-speculation can not be regarded a universally defining feature of collaborative housing. This is only valid for self-management and common regimes. Meanwhile, in the intentional market regime there are insufficient guarantees against real-estate appreciation, commodification and financialization. Even if the group holds affordability aspirations, private individuals hold the final say over trade and sale of housing units.

Exclusion, commissioning and management rights are central to our assessment of collaborative housing in terms of accessibility. A considerable debate exists on whether particular forms of collaborative housing are different from gated communities (Ruiu 2014, Chioldelli 2015). After all, both are residential communities based on membership and limited common property. The critique holds that an elitist minority enjoys benefits through isolation from broader society. Empirical evidence on the privileged middle-

class demographics of cohousing in some countries has buttressed this narrative (Jakobsen and Larsen 2018). Isolation, clear boundaries and homogeneity may foster stability, but negatively affect accessibility. Collaborative housing runs the risk of marginalizing itself when it turns into inward-looking residential enclaves. Housing always presupposes a degree of excludability. In collaborative housing this is no different as residents expect security of tenure and guaranteed use-rights. At the same time, in order to avoid marginalization collaborative housing needs to set conditions of open access. Exclusion rights are essential for understanding the socio-spatial effects of collaborative housing as these prefigure membership conditions, regulating access and possession. Internally, commissioning rights matter as these allow residents to determine the spatial characteristics of their building. Residents must decide whether the design of the building fosters internal social interaction, and whether the building includes spatial features that can be open to the outside world. Finally, management rights prefigure whether non-residents may use and enjoy these collective spaces.

4.7 Conclusion

This article has developed an ideal-typical typology which helps understand and analyze tenure in collaborative housing. Collaborative housing developments are often based on hybrid property arrangements. Simple tenure labels may be inadequate in capturing the complexity of these types of property relations. In collaborative housing, where collaboration among residents and other stakeholders is a defining characteristic, it is necessary to specify which rights are held by individual residents, by residents in common, or by other parties. A multi-dimensional perspective on tenure is necessary if we are to understand the effects of collaborative housing in terms of affordability and accessibility.

The paper has contributed to the emergent conceptualization of collaborative housing by positioning it internally and externally by way of a property regime theoretic perspective. This understands tenure in terms of the social arrangements that exist between actors who hold rights with respect to a specific resource. In collaborative housing, commissioning, management and exclusion rights are generally vested in common. This sets collaborative housing apart from regular common-interest housing. However, collaborative

housing may be differentiated internally through the dimension of income rights which may be held privately, in common or by an external actor. The merit of this analytic scheme lies in how it shifts emphasis towards the actors and distribution of rights over formal ownership alone. The paper hypothesizes that vesting income rights in common or externally is a necessary, but not individually sufficient condition for collaborative housing to contribute to affordability on the long-run.

The paper contrasts with the institutionalist economists' conception of property regimes, which tend to judge bundles of rights in terms of the most efficient arrangements for resource management (Vogel et al. 2016; Donoso and Elsinga 2018; Brandsen and Helderma 2012). Vesting all rights in common potentially grants collaborative housing groups a high degree of autonomy. However, this model may be susceptible to self-segregation and this requires explicit open membership and inclusion policies. Ultimately, the suitability of a property regime depends on the aspirations and considerations of the residents forming a collaborative housing group.

The findings of this paper are also significant for the emergent research studying collaborative housing as incidents of commons and commoning (Hodkinson 2012, Huron 2015, Aernouts and Ryckewaert 2017, Thompson 2018, 2020). Property arrangements may function as a normative framework and impinge upon commoning practices in housing. Of particular interest would be to investigate property regimes as a dependent variable in commoning practices. Rational-choice institutionalists tend to conceive property regimes as the result of utilitarian individuals who device collective, efficient solutions. However, property arrangements in collaborative housing can also be changed by the dynamic relationship that exists between subjects and the legal context. Understanding collaborative housing as potential articulations of commons centers their capacity to deliver an alternative to dominant, commodified modes of housing provision. Instead of seeing property regimes as logical outcomes of rational individuals, researchers could trace how commoning processes constitute property regimes as a dependent variable. Of particular interest becomes how actors contest and negotiate the bundle of rights laid out here, foregrounding the political dimension of collaborative housing. This is a particularly urgent line of research given the worsening housing crisis, which threatens the accessibility and affordability of housing in urban areas around the world.