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CONDOMINIUM LAW AS A HOUSING POLICY INSTRUMENT: MARKET-MAKING, HOUSING PRODUCTION AND TRADE-OFFS IN TURKEY

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ABSTRACT

This article addresses the gap in housing scholarship that often treats law as a background regulatory condition rather than as a policy instrument in its own right. Focusing on Turkey's 1965 Condominium Ownership Law (COL), it examines how property law can reorganise the institutional basis of housing production and reconceptualises condominium law as a supply-shaping housing policy instrument rather than merely a framework for tenure or shared property. Drawing on legal texts, implementing provisions, policy and planning documents, and prior empirical research, the article develops a mechanism-oriented historical-institutional explanation rather than an econometric test of causal effects. The article argues that, under conditions of fragmented urban landownership, limited developer capital, and shallow formal housing finance, the coupling of registrable unit ownership and build-and-sell contracting based on land-share exchange made apartment production substantially more feasible. The COL thus helped scale multi-unit housing supply during rapid urbanisation, while also generating recurring trade-offs in densification, infrastructure stress, construction quality, and redevelopment governance where complementary institutions remained weak. More broadly, the article shows that condominium law can function as a market-making housing policy instrument under specific institutional conditions, with effects that depend on infrastructure finance, quality oversight, and renewal governance. By identifying the mechanisms through which property law reshapes housing production, the article contributes to comparative housing policy research. It suggests that similar legal instruments may play a supply-organising role in other contexts marked by fragmented landownership, limited formal finance, and small- or medium-scale housing production, while also requiring stronger complementary institutions to manage their urban and governance trade-offs.

KEYWORDS: Condominium Ownership Law, Housing Production, Housing Policy, Market-Making Law, Build-And-Sell Contracting, Property Law, Housing Finance, Apartmentization; Turkey.

1. INTRODUCTION

Housing production is shaped not only by market forces, but also by the legal and institutional arrangements that define property rights, allocate risk, and organise coordination among actors. Yet housing scholarship has often treated law primarily as a regulatory backdrop rather than as a policy instrument in its own right (Allen, 2009; Jacobs et al., 2017). This is a significant omission. Where landownership is fragmented, developer capital is limited, and long-term housing finance remains shallow, legal design can influence whether housing can be assembled, financed, and transacted at scale. Under such conditions, property law may do more than regulate development after the fact; it can help create the institutional conditions under which housing production becomes feasible (Norris et al., 2026; Polanyi, 2021; Kadi and Ronald, 2014).

This blind spot is particularly visible in the treatment of condominium and strata law. Scholarship has usually approached these legal forms as systems for allocating ownership, governing shared property, or regulating collective decision-making after construction. While these concerns are important, this framing is incomplete from the standpoint of housing policy. It overlooks how condominium law can also shape production before occupancy by making units legible, tradable, and contractible in ways that alter the feasibility of development itself (Jenkins and Smith, 2001; Randolph et al., 2026). This article therefore reconceptualises condominium law not primarily as a tenure arrangement or a technical property regime, but as a housing policy instrument whose effects depend on the institutional context in which it operates.

The article addresses two related questions:

First, how did Turkey's Condominium Ownership Law reorganise housing production under conditions of fragmented landownership and limited formal housing finance?

Second, under what conditions can condominium or strata law operate as a market-making housing policy instrument rather than merely as a legal backdrop to development?

These questions matter beyond Turkey. In many urban settings, especially where landownership is fragmented, developer capital is thin, long-term mortgage finance is limited, and apartment production is carried by small- or medium-scale actors, housing supply depends not only on subsidies, planning rules, or mortgage expansion, but also on whether legal forms make housing units divisible, tradable, and usable within contractual arrangements that mobilise land and finance. The Turkish case is analytically revealing because it brings these conditions together with particular clarity: fragmented urban landownership, limited developer capital, shallow formal housing finance, strong demand for urban housing, and a production structure long shaped by small contractors (Balamir, 1975, 1994; Işık, 1995; Erol and Patel, 2004). Under these conditions, Turkey's 1965 Condominium Ownership Law (COL) did more than regulate apartment ownership after construction. It helped make apartment production itself more feasible by standardising registrable unit ownership and supporting build-and-sell contracting based on land-share exchange (Bayrakçı Usta, 2019). The article therefore speaks not only to Turkish housing history, but also to comparative debates on how legal design enters the policy machinery of housing supply.

The article makes three contributions. First, it shows that condominium law can be understood as a housing policy instrument rather than merely as a tenure regime or legal backdrop (Allen, 2009; Jacobs et al., 2017; Jenkins and Smith, 2001). Second, it explains how registrable unit ownership became market-making by coupling with build-and-sell contracting under thin-finance conditions (Bahadır, 2019). Third, it shows that these supply-enabling effects were accompanied by recurring trade-offs in infrastructure, construction quality, redevelopment, and condominium governance (Peker, 1975; Adam et al., 1978; Forum, 1978; Türkün et al., 2013a, 2013b; Purkis, 2016). In this way, the article advances a conditional argument for comparative housing research rather than a claim confined to one national case. It also brings property law into view as part of the policy machinery through which housing supply is organised, while showing how a mechanism-oriented approach can clarify the links between legal design, contracting, coordination, and risk allocation in housing production (Kemeny, 1992, 1995; Hoekstra, 2005; Ronald and Doling, 2010; Orchowska and Buitelaar, 2025; Allen, 2009; North, 1990; Hall and Taylor, 1996; Jenkins and Smith, 2001).

This is not an econometric test of the law's causal effect, nor a doctrinal legal analysis in the narrow sense. Instead, the article develops a mechanism-oriented historical-institutional explanation based on the COL, related implementing provisions, policy and planning documents, and prior empirical research. Its purpose is to explain how legal change reconfigured the institutional conditions of apartment production and with what downstream urban consequences. For an international audience, the aim is not to present Turkey as a singular trajectory, but to specify the institutional conditions under which condominium or strata law can help organise housing supply and the conditions under which its trade-offs become more acute. The article's comparative value therefore lies in identifying scope conditions and portable mechanism propositions rather than in claiming universal effects.

This argument also has contemporary relevance. In Turkey, questions of urban renewal, seismic-risk transformation, construction quality, infrastructure capacity, and collective decision-making in condominium buildings remain central to housing policy debates. Revisiting the COL as a housing policy instrument therefore helps explain not only how apartment production expanded historically, but also why many of today's redevelopment and governance problems continue to be shaped by the institutional legacy of condominium ownership.

The remainder of the article proceeds as follows. The next section situates the argument within housing political economy and scholarship on law and regulation. The following section outlines the methodological approach and evidence base. The article then introduces the Turkish housing context in which the COL emerged, develops the mechanism propositions, and concludes by considering their implications for housing policy and comparative housing research.

2. THEORETICAL BACKGROUND AND CONCEPTUAL FRAMING

2.1. Housing law, property rights, and legal infrastructures

Housing scholarship has become increasingly attentive to historical trajectories, institutional variation, and the context dependence of policy outcomes. Yet law, especially property law, is still often treated as a background framework rather than as a constitutive element of housing markets (Allen, 2009; Jacobs et al., 2017). This article starts from a different premise. Following Polanyi's understanding of markets as politically constituted rather than naturally self-generating (Polanyi, 2021), it approaches property law as part of the legal infrastructure through which markets are made, stabilised, and scaled.

Law does not merely regulate exchange after the fact. It also shapes what can be owned, divided, transferred, pledged, coordinated, and developed. In housing, this matters because supply depends not only on prices or demand, but also on the legal organisation of land, the transferability of assets, and the coordination of landowners, builders, financiers, and households (Kemeny, 1992; Jenkins and Smith, 2001). Property rights therefore mediate the relationship between land, finance, and construction, while housing simultaneously functions as shelter, asset, and regulated urban form (Gotham, 2009; Aalbers, 2016; Christophers, 2017).

From this perspective, law is not simply an external constraint on housing markets. Under certain institutional conditions, it becomes part of the infrastructure through which those markets are organised. The article therefore analyses property law not only as a framework of ownership, but also as part of the institutional machinery through which housing production becomes possible.

2.2. Market-making and the institutional production of housing supply

A housing production systems perspective helps explain why property-law reform can matter for supply. Housing outcomes depend not only on demand conditions or narrowly defined state policy, but also on how production is organised: who builds, how land is mobilised, how construction is financed, how risks are allocated, and which contractual forms connect landowners, developers, contractors, and households (Kemeny, 1995). Where landownership is fragmented and developer capital is limited, supply often relies on bargaining-intensive and contract-based arrangements through which landowners and small- or medium-scale contractors mobilise parcels and finance construction (Işık, 1995; Balamir, 1994; Koç, 2022).

These issues become especially significant where large-scale land assembly is difficult and long-term mortgage finance remains shallow. In such settings, production cannot easily depend on large developer balance sheets or mature systems of formal financial intermediation. Legal and contractual arrangements therefore assume a more central role in expanding supply. The standardisation and transferability of ownership matter because they shape whether units can be clearly divided, sold, pre-sold, pledged, or used in risk-sharing agreements between landowners and builders (Jenkins and Smith, 2001; Erol and Patel, 2004).

Seen in this light, apartmentisation is not simply a demand-driven shift towards multi-unit housing. It is also an organisational outcome shaped by how land is mobilised, how vertical subdivision substitutes for large-scale land assembly, how construction is financed when mortgage markets are thin, and how risks and returns are distributed among actors (Gökmen Pulat, 2011). By enabling standardised and registrable unit ownership, law can support transactions, improve exchangeability, and make certain production and contracting forms more viable (North, 1990; Bahadır, 2019).

2.3. Housing policy trade-offs and governance consequences

Literatures on housing policy and urban governance also suggest that supply-enabling reforms should not be assessed only in terms of output expansion. Institutional arrangements that facilitate production may also redistribute risks, weaken or intensify regulatory pressures, and generate downstream tensions in infrastructure provision, construction quality, redevelopment, and collective governance (Jacobs et al., 2017; Randolph et al., 2026; Monkkonen et al., 2025).

This is particularly relevant where planning enforcement is weak, infrastructure costs are not effectively recovered, and collective ownership structures generate coordination problems over time. In such contexts, the same legal and contractual arrangements that widen development capacity may also produce uneven urban consequences. A supply-enabling legal form may expand access to development while simultaneously creating pressures around urban form, construction standards, redevelopment incentives, and condominium governance.

These tensions are not treated here as incidental side effects or as evidence against supply expansion itself. Rather, they are part of the causal pathway through which legal and institutional arrangements shape housing outcomes. The relevant question, then, is not only whether legal reform enables housing production, but what kinds of governance and urban consequences accompany that reorganisation.

2.4. From conceptual framing to mechanism propositions

This argument is particularly relevant to Turkey. Comparative housing research shows that institutional reform rarely replaces earlier arrangements wholesale. More often, new legal and policy instruments are layered onto existing structures, adapted in context-specific ways, and gradually reshape actor strategies over time (Pawson and Hulse, 2011). In Turkey, as elsewhere, legal and institutional change has supported marketisation and, especially in later periods, financialisation through reforms that expanded credit, introduced new instruments, and reorganised state-market relations (Karaçimen and Çelik, 2017; Aslan and Dinçer, 2018; Erol, 2018; Topal et al., 2019; Çelik, 2023).

Against this backdrop, Turkey's Condominium Ownership Law (COL) of 1965 is analytically revealing because it introduced a foundational property form: legally standardised, registrable, and tradable ownership of individual units within multi-unit buildings. In a context of rapid urbanisation and fragmented urban landownership, this reform did more than clarify ownership rights. It altered the institutional basis on which apartment production could expand (Balamir, 1975, 1994; Işık, 1995).

The claim is not that the COL alone explains Turkey's subsequent housing trajectory. Later interventions, including the establishment of the Housing Development Administration in 1984 and the Law on Transformation in Areas at Risk of Disaster in 2012, also reshaped the housing system (Alkışer and Yürekli, 2004; Aslan and Dinçer, 2018; Topal et al., 2019; Çelik, 2023). Rather, the argument is that the COL created a foundational institutional framework onto which later reforms were layered, while making certain production, quasi-financing, and governance pathways more feasible.

The analysis proceeds through three linked mechanism channels: property-rights standardisation, build-and-sell contracting as quasi-finance, and urban-form and governance spillovers. Together, these channels explain how legally secured unit ownership made fragmented land easier to develop and housing assets easier to exchange; how legal unitisation supported construction in return for a land share where developer capital and long-term housing finance remained limited; and how, in combination with weak planning enforcement and limited infrastructure cost recovery, these arrangements generated density pressures, construction-quality risks, redevelopment incentives, and governance frictions.

The article therefore advances a conditional theoretical claim. Condominium law should be understood not only as a tenure regime or legal backdrop, but also as a housing policy instrument whose effects depend on institutional context. Its policy role becomes visible when registrable unit ownership couples with contractual forms such as build-and-sell development under conditions of fragmented landownership, limited developer capital, and shallow housing finance. These supply-enabling effects are not universal; they depend on complementary institutions such as planning, infrastructure provision, quality control, and condominium governance.

3. ANALYTICAL FRAMEWORK: MECHANISM CHANNELS AND

PROPOSITIONS

This section translates the market-making view of law into a mechanism-oriented account of how Turkey's Condominium Ownership Law (COL) helped reorganise housing production and generated characteristic urban effects. The argument proceeds through three linked channels connecting legal architecture to production arrangements and downstream urban outcomes: property-rights standardisation, build-and-sell contracting as quasi-finance, and urban-form and governance spillovers. These broad channels are then specified as five analytical mechanisms used in the analysis that follows.

3.1. Mechanism channels

Channel 1: property-rights standardisation and transaction enablement

By making independent units legally recognisable and registrable, the COL increased the legal tradability of housing units and clarified claims over shared and private components. This standardisation supported market transactions and, in principle, expanded the scope for collateralisation and formal finance by linking unit ownership to the land registry system. Under fragmented landownership, it made vertical subdivision more legally secure and organisationally workable, thereby broadening the transactional basis of apartment production (Balamir, 1975, 1994; Erol and Patel, 2004).

Channel 2: build-and-sell contracting as quasi-finance

The COL also helped support a production arrangement in which landowners and contractors exchanged land shares for completed units. Where developer capital was limited, this contracting form functioned as quasi-finance. Contractors obtained claims on a portion of units, sold those units to fund construction, and transferred the remainder to landowners (Bahadır, 2019; Bayrakçı Usta, 2019). This underpinned a supply structure in which small- and medium-scale contractors could mobilise fragmented parcels for multi-storey apartment construction, contributing to apartmentisation in cities such as Istanbul, Ankara, and Izmir (Balamir, 1994; Işık, 1995; Gökmen Pulat, 2011).

Channel 3: urban-form and governance spillovers

Where multi-unit construction expanded across small parcels, density pressures and infrastructure burdens became more likely, particularly where planning enforcement and infrastructure cost recovery were weak (Peker, 1975; Adam et al., 1978; Forum, 1978). Condominium ownership could also generate governance frictions in building management and redevelopment decisions, which became especially salient under later urban transformation initiatives (Türkün et al., 2013a, 2013b). The combination of condominium fragmentation and redevelopment incentives could further support speculative dynamics and uneven construction quality (Purkis, 2016; Yeşilbağ, 2016). These outcomes were shaped not by the COL in isolation, but by its interaction with wider regulatory and market conditions (Topal et al., 2019; Çelik, 2023).

3.2. Positioning the COL within broader policy change

Although later reforms, including the establishment of the Housing Development Administration in 1984 and the disaster-risk urban transformation law in 2012, also reshaped Turkey's housing system, the focus here remains on the COL as a foundational property-rights reform that helped make condominium-based ownership and contracting workable at scale. These later reforms are treated as part of the evolving institutional environment in which COL-enabled mechanisms operated, rather than as separate causal accounts that displace the analytical centrality of the COL (Alkışer and Yürekli, 2004; Erol and Patel, 2004; Aslan and Dinçer, 2018; Topal et al., 2019; Çelik, 2023).

3.3. Mechanism set used in the analysis

The three channels summarise the broad causal architecture of the argument, while the five mechanisms below disaggregate that architecture into analytically separable components. These are conceptual devices rather than mutually exclusive empirical sequences; in practice, they may operate jointly and generate different outcome patterns depending on context. The core mechanisms for the article's argument are the first two: legally standardised unit ownership and build-and-sell quasi-finance. The remaining mechanisms capture downstream consequences and interaction effects that became more salient under particular regulatory and redevelopment conditions.

M1: Unitisation and registrable, separable ownership.

The COL legally recognised and made individual units registrable, rendering them more transferable and, in principle, mortgageable. In doing so, it expanded transaction capacity and increased the market-making potential of multi-unit housing.

M2: Build-and-sell contracting as quasi-finance.

Land-for-flats, or build-and-sell contracting, functioned as a quasi-financing and risk-sharing device that enabled housing production under limited-capital conditions through agreements between landowners and developers.

M3: Redevelopment and value-capture incentives.

Especially under urban renewal conditions, planning and regeneration regimes, together with expectations of capital gains, generated incentives for tear-down-and-rebuild strategies and speculative upgrading. This mechanism did not operate through the COL alone, but through renewal incentives layered onto the property form the COL had helped establish.

M4: Enforcement and inspection weakness.

Where regulation and oversight were fragmented or weak, time and cost pressures could translate into quality dilution and moral hazard, as standards were unevenly enforced and inspection capacity remained limited.

M5: Collective decision frictions in condominium governance.

In condominium governance, decision thresholds, veto or holdout power, bargaining, and distributive conflict could generate high transaction costs and collective-action frictions, especially under redevelopment pressure.

These mechanisms are interpreted in relation to the contextual conditions and outcome patterns developed in the analysis that follows. Table 1 summarises the main legal and institutional milestones shaping the evolving context in which COL-enabled mechanisms operated, while distinguishing the focal property-rights reform from later layering reforms.

Table 1: Selected legal and institutional milestones shaping housing production in Turkey.

Period	Year	Legal / institutional milestone	How it matters for this article	Primary mechanism
Planning consolidation	1930	Municipal Law: zoning plan requirements for certain municipalities	Sets baseline planning authority; later outcomes depend on enforcement capacity and infrastructure planning	Context for M4
Property-rights reform (focal)	1965	Condominium Ownership Law (No. 634)	Standardizes tradable unit ownership and condominium governance; enables vertical subdivision and registry-based claims	M1, M5
Financing / production regime	Late 1960s onward; wider normalisation by the 1980s-1990s	Diffusion and normalisation of build-and-sell / land-share contracting	Scaled small-contractor production under thin capital; connects landowners, contractors, and buyers via pre-sale logic	M2 (enabled by M1)
Mass housing institutionalisation	1984	Housing Development Administration / Mass Housing Law (Law No. 2985)	Layers state capacity and financing/delivery channels onto the market environment in which COL mechanisms operate	Context interacting with M2/M3
Regulatory enforcement environment	2000s (trend)	Weak / uneven planning enforcement and limited infrastructure-cost recovery	Conditions under which density burdens and quality risks become more salient	Context for M4
Urban renewal / transformation era	2012	Law No. 6306 on transformation of areas at risk of disaster	Adds redevelopment incentives and accelerates renewal; interacts with condominium fragmentation and decision thresholds	M3, M5

Note: The table reports selected legal and institutional milestones included for their relevance to the article's mechanism-based argument; it is not intended as an exhaustive chronology of housing law in Turkey.

From this perspective, unitisation was not merely a device of exchange. It also reshaped the feasible repertoire of production and quasi-finance under specific institutional conditions. The next section outlines the methodological approach and evidence base used to assess these mechanisms.

4. METHODOLOGICAL APPROACH AND EVIDENCE BASE

4.1. Research design

This article adopts a mechanism-oriented historical-institutional design to explain how Turkey's Condominium Ownership Law (COL, 1965) helped reorganise housing production and shaped associated urban consequences. The aim is not to estimate the law's net causal effect econometrically, but to identify and assess plausible pathways through which a focal property-rights reform altered the organisational, transactional, and quasi-financial conditions of housing supply. In this sense, the article combines historical-institutional explanation with realist-informed mechanism reasoning and a context-sensitive analytic framework that makes contextual conditions, mechanism claims, expected outcome patterns, and rival explanations explicit (North, 1990; Hall and Taylor, 1996; Befani et al., 2007). The article does not apply a full realist evaluation design. Rather, it uses CMO-style (Context-Mechanism-Outcome) reasoning heuristically to organise mechanism claims, contextual conditions, expected outcome patterns, and rival explanations within a historical-institutional analysis. The mechanisms are treated as analytical devices for structuring explanation rather than as discrete empirical sequences that can be observed in isolation.

This design is appropriate because the question at stake is not simply whether housing outcomes changed after the COL, but how legal change could matter within a broader housing production system. The analysis therefore focuses on the interaction between legal design, actor strategies, institutional constraints, and historically documented outcome patterns rather than on single-variable causal attribution. The article offers a bounded mechanism explanation based on triangulated documentary evidence rather than a primary-data design or a net causal-effect estimate.

4.2. Materials and evidence base

The evidence base combines documentary materials with prior empirical scholarship. It does not rely on original interviews, surveys, or administrative microdata. Instead, it draws on five types of material.

First, the article uses legal texts, including the COL itself (Law No. 634) and related provisions governing unit registration, common property, and condominium governance. These materials are used to identify the legal architecture of unitisation, tradability, and collective decision-making.

Second, it draws on policy and planning documents, including development plans, planning and zoning materials, and other state documents relevant to housing provision, infrastructure, and regulatory capacity. These sources are used to reconstruct the institutional environment in which the COL operated.

Third, it uses historical and secondary scholarship on Turkey's housing system, urbanisation, property relations, apartmentisation, redevelopment, and housing finance. These sources provide the main basis for identifying candidate mechanisms, specifying contextual conditions, and assessing whether the proposed account is consistent with historically documented production practices.

Fourth, the article uses sectoral and professional materials, including chamber reports, professional publications, and periodicals, to illuminate production practices, compliance problems, and observed governance or quality issues.

Fifth, it draws on illustrative descriptive indicators and documented cases, including selected statistics and historically recorded examples used to anchor contextual claims and illuminate the diffusion of condominium registration and multi-unit production. These materials are used illustratively rather than as nationally representative measures. The point of combining these materials is not evidentiary volume as such, but triangulation across legal design, historically documented production practice, and observable urban consequences. Table 2 summarises the evidence corpus, its temporal coverage, and its primary analytic use.

Table 2: Evidence Corpus and Analytic Use.

Source type	Illustrative Examples	Period	Primary analytic use
Legal text	COL (Law No. 634)	1965-	Mechanism design, including unit tradability, registrability, and governance rules
Implementing / administrative provisions	Unit registration procedures; condominium management provisions	1965-	Mechanism operation, including transaction enablement and collective governance
Policy and planning documents	Five-Year Development Plans; planning and zoning documents	1960s-2010s	Context and boundary conditions: planning capacity, infrastructure finance, and enforcement environment
Scholarly and historical accounts	Housing and urbanization scholarship	1950s-2010s	Context, mechanism identification, outcome patterns, and limits
Sector / professional reports	TMMOB / Chamber reports; periodicals	1960s-1980s	Production practices, quality and compliance issues, and observed outcomes

Descriptive indicators / illustrative cases	Ankara registry figures (Balamir, 1975); indicators of gecekondu / housing shortage	1960s-1970s	Anchoring context and illustrating diffusion, scale, and outcome patterns

Note: The corpus is used for mechanism mapping and triangulation, not for causal effect estimation.

4.3. What this design can and cannot show

This design can show whether the legal architecture introduced by the COL made particular production arrangements more feasible, whether those arrangements are consistent with historically documented patterns of contracting and apartment production, and whether the associated urban consequences align with the contextual conditions reconstructed from the documentary record. It is therefore well suited to explaining how a legal reform could matter within a wider housing production system.

What it cannot do is establish a definitive net causal effect of the COL, isolate the law from all other historical influences, or provide nationally representative measurement of each mechanism's strength. Turkey's housing trajectory was also shaped by later reforms, shifting state strategies, demographic change, macroeconomic conditions, planning practices, and financial developments. The inferential task here is narrower and more specific: to assess whether a mechanism-based account centred on the COL provides a more convincing explanation of observed patterns than an account that treats condominium law as merely background regulation.

4.4. Inferential scope and causal modesty

The article advances bounded explanatory claims rather than strong exclusionary causal claims. It does not argue that the COL alone caused apartmentisation, redevelopment pressure, governance conflict, or urban-quality problems. Nor does it assume that legal form is sufficient in the absence of wider demand, institutional capacity, or complementary policy arrangements. Instead, it argues that under specified conditions, the COL helped make particular forms of apartment production, quasi-financing, and condominium governance more workable.

This inferential stance is intentionally modest but not weak. Alternative explanations are not bracketed out; they are incorporated into the analysis as contextual conditions, competing drivers, or interacting processes. The argument is that the proposed mechanism account is more persuasive because it aligns legal design with historically documented production practices, contextual pressures, and downstream governance effects in a way that a purely background view of law does not. Claims are therefore presented as judgments about mechanism plausibility under specified conditions, not as universal or econometrically estimated effects.

4.5. Evidence hierarchy and analytic strategy

The evidentiary support for the article's mechanisms is not uniform, and the analysis is explicit about this. The strongest support concerns the first two mechanisms: unitisation and registrable ownership, and build-and-sell contracting as quasi-finance. These mechanisms are grounded most directly in the legal architecture of the COL and in historically documented accounts of production practice, contracting forms, and the spread of apartment construction.

The downstream mechanisms are supported more indirectly. Redevelopment incentives, enforcement weakness, and collective decision frictions are not attributed to the COL alone; rather, they are analysed as consequences that became more likely through the interaction between the condominium form and wider planning, regulatory, and renewal environments. For that reason, the article treats these mechanisms as context-dependent extensions of the core argument rather than as stand-alone claims of direct legal causation.

Analytically, the article proceeds in four steps. First, it specifies an initial programme theory linking legal unitisation to reduced transaction and coordination barriers under conditions of fragmented landownership and thin finance. Second, it identifies candidate mechanisms through close reading of legal texts and synthesis of relevant historical, legal, and housing scholarship. Third, it maps evidence from the corpus to contextual conditions, observable traces, and historically documented outcome patterns. Fourth, it refines the mechanism propositions by considering rival explanations and boundary conditions, including urbanisation, land values, planning capacity, enforcement weakness, mass-housing interventions, and later renewal regimes. The objective is not to eliminate all alternative influences, but to determine whether the proposed mechanism set offers the most convincing account of the observed historical pattern for the question at hand (Befani et al., 2007).

The next section specifies the urban conditions in which COL-enabled mechanisms became more likely to operate.

5. CONTEXT: URBAN CONDITIONS IN TURKEY AND THE EMERGENCE OF THE COL

To understand how the Condominium Ownership Law (COL) could reorganise housing production, it is necessary to specify the conditions under which its mechanisms became more likely to operate. In the decades surrounding the law's enactment, Turkey experienced rapid rural-to-urban migration, sustained urban population growth, and acute housing shortage (Peker, 1975; TMMOB Mimarlar Odası Raporu, 1973; Forum, 1978). At the same time, rising urban land values reduced the feasibility of detached-house construction on individual plots and increased the relative appeal of more scalable multi-unit forms of supply (Forum, 1978; Balamir, 1994). The argument is not that these conditions mechanically produced apartmentisation. Rather, they defined the institutional setting in which the legal architecture introduced by the COL became especially consequential.

Four contextual conditions were particularly important. First, rapid urbanisation created sustained pressure for speed, repetition, and scalability in housing provision. Under these conditions, production arrangements capable of delivering large numbers of units quickly became more attractive (Peker, 1975; Adam et al., 1978). This strengthened the setting in which build-and-sell contracting could operate as a scalable supply device, reinforcing M2 and increasing the likelihood of apartmentisation.

Second, urban landownership was often fragmented and parcel structures were small, raising coordination costs for redevelopment and limiting the feasibility of large-scale land assembly. In such settings, institutional arrangements that enabled vertical subdivision and exchange became especially valuable (Balamir, 1975; Işık, 1995). This increased the importance of registrable, tradable unit ownership, strengthening M1 and supporting M2 by allowing contractors to mobilise parcels without purchasing land outright.

Third, formal housing finance remained thin and direct provision was limited relative to demand. Although post-1960 policy initiatives sought to expand access to housing, often through cooperatives and social-insurance-linked funds, these instruments did not close the gap between housing need and supply capacity (Türkün et al., 2013a; Koç, 2022). Under these conditions, private production arrangements financed through land transfer, pre-sales, and unit exchange became more significant (Işık, 1995; Erol and Patel, 2004). Where long-term finance remained shallow, build-and-sell or land-share contracting could therefore function as a quasi-financing substitute.

Fourth, apartment living became increasingly legitimate and marketable as a modern urban form, particularly among middle- and lower-middle-income groups (Adam et al., 1978; Balamir, 1994; Gökmen Pulat, 2011). This strengthened the sales and pre-sales logic underpinning M2 and helps explain the wider diffusion and normalisation of apartment production.

Taken together, these conditions define the bounded scope of the article's mechanism claims. The COL is not treated as sufficient in itself. Its effects were more likely to be pronounced where rapid demand growth, fragmented landownership, shallow finance, and the social legitimacy of apartment living coincided. Figure 1 summarizes the institutional milestones and structural shifts that framed the activation of COL-enabled mechanisms.

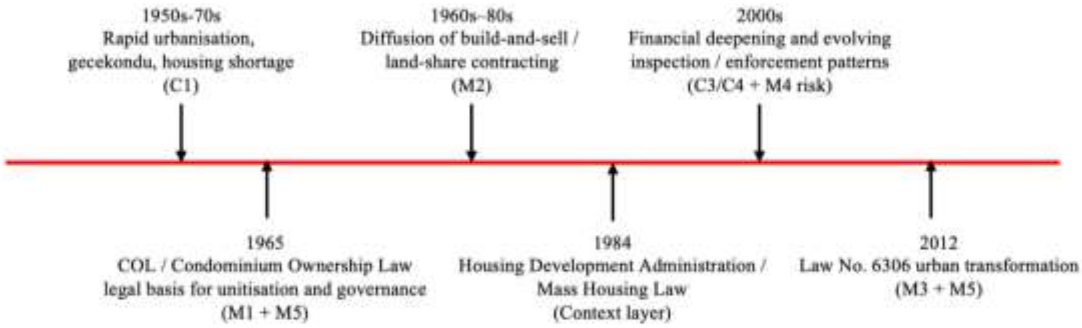

Figure 1: Institutional timeline and analytic linkages.

Illustrative evidence: Ankara

To anchor these contextual claims and illustrate early diffusion, the article draws on Ankara land-registry evidence reported by Balamir (1975). Between 1966 and 1971, thousands of buildings were registered under the condominium regime, comprising tens of thousands of independent units. During the same period, condominium-registered dwellings accounted for a substantial share of permitted housing units in Ankara, indicating the rapid institutionalisation of multi-unit ownership in a major city. This evidence is used illustratively rather than as a nationally representative measure. Its purpose is not to quantify the effect of the COL, but to show that the legal form diffused quickly in a key urban setting and that its uptake was consistent with the broader mechanism account developed in the article.

The next section turns to the empirical assessment of these mechanisms through a set of CMO-informed propositions.

6. RESULTS: CMO-INFORMED MECHANISM PROPOSITIONS

This section sets out five evidence-informed Context-Mechanism-Outcome (CMO) propositions linking the Condominium Ownership Law (COL) to changes in housing production and urban outcomes. Its purpose is not to produce a causal estimate, but to identify observable institutional and historical traces that render the proposed mechanisms plausible and to show that legal change should not be treated as mere background context. The analysis begins with the core enabling coupling of M1 and M2 and then turns to three analytically secondary consequences: M3 on redevelopment incentives, M4 on quality risks under weak enforcement, and M5 on collective governance frictions under urban transformation pressures.

The article's central claim is that the COL mattered because it connected a property-rights reform to a scalable production chain. Registrable unit ownership made fragmented land more developable, while build-and-sell contracting converted that legal form into a quasi-financing device under conditions of thin formal finance. Together, these mechanisms helped expand apartment supply, while also generating recurrent downstream risks in density, construction quality, and condominium governance where complementary institutions remained weak (Balamir, 1975; Işık, 1995; Bahadır, 2019; Bayrakçı Usta, 2019; Türkün et al., 2013a).

The propositions are not all supported to the same degree. The first carries the greatest evidentiary weight because it is most directly grounded in legal design, registration evidence, and historically documented production practice. The remaining propositions trace downstream and later-period consequences and therefore rely more heavily on recurrent documentary patterns and their interaction with contextual conditions. They should accordingly be read as mediated and conditional consequences of the core enabling mechanism, rather than as equally direct effects of the COL itself.

CMO-1. Supply scaling through unitization and build-and-sell contracting

This is the article's central mechanism proposition. Under conditions of fragmented landownership, housing demand pressure, and thin formal finance, the coupling of registrable unit ownership and build-and-sell quasi-finance helped make apartment production substantially more feasible at scale.

Context (C): C1 rapid urbanization, C2 fragmented landownership, and C3 thin formal housing finance

Mechanism (M): M1 registrable, separable unit ownership together with M2 build-and-sell or land-share contracting as quasi-finance.

Outcome pattern (O): O1 expansion of apartment production capacity and diffusion of multi-unit housing

Mechanism narrative. The COL standardised ownership of independent units and linked those rights to land registry practices, reducing legal uncertainty for buyers and builders and making unit-by-unit transfer feasible. Under conditions of limited developer capital and shallow mortgage finance, this legal architecture interacted with build-and-sell contracting, or construction in return for a land share, to function as a financing substitute (Balamir, 1975; Erol and Patel, 2004; Işık, 1995). What matters analytically is not only that these arrangements became widespread, but that they solved two linked problems at once: access to land without upfront purchase and access to construction finance without deep mortgage markets. Contractors could obtain development rights without purchasing land upfront, deliver a share of completed units to landowners, and finance construction by selling their own unit shares, including through advance sales (Bahadır, 2019; Bayrakçı Usta, 2019).

Observable traces and evidence. One trace of M1's early institutionalization is the rapid rise in condominium registration. Ankara registry evidence reported by Balamir (1975) indicates not just legal availability but rapid institutional uptake: between 1966 and 1971, thousands of buildings and tens of thousands of independent units were registered under the condominium regime in a major city, and condominium-registered dwellings accounted for a very large share of permitted housing units during this period. While illustrative rather than nationally representative, this pattern is analytically important because it documents early uptake in the very domain where the article's core mechanism should first become visible and is difficult to reconcile with a view of condominium law as merely background regulation.

A second trace is the historically documented early diffusion, and later normalisation, of build-and-sell or land-share contracting as a dominant private supply mechanism (Balamir, 1994; Işık, 1995; Gökmen Pulat, 2011). A third trace lies in the legal recognition and registrability of independent units, which made unit-level transfer, exchange, and governance more feasible (Balamir, 1975; Ulusoy, 2020). Taken together, these traces connect legal form, production practice, and early institutional uptake in the very domain where the article's core mechanism should first become visible. They also align with broader evidence of demand pressure and rising land values, which intensified incentives for multi-unit redevelopment under conditions of fragmented ownership (Forum, 1978; Işık, 1995).

Scope and rival explanations. The claim is not that the COL alone caused apartmentisation or overall housing growth. Urban population growth, zoning changes, legalization cycles, and later state interventions also shaped Turkey's housing trajectory. The narrower claim is that these factors do not by themselves explain why small-parcel, multi-unit production became scalable through a standardised form of registrable unit ownership coupled with build-and-sell or land-share contracting. What the COL helps explain is the specific legal-organisational form through which supply expansion became workable under conditions of fragmented ownership and thin finance.

Boundary conditions and policy relevance. Where landownership is already consolidated or long-term developer finance is readily available, reliance on build-and-sell as a financing substitute is likely to weaken. Where supply scaling depends on COL-enabled contracting, complementary policy measures should include stronger transparency and consumer protection in pre-sale arrangements, alongside downstream mechanisms to internalize infrastructure and construction-quality externalities.

Based on registry evidence reported in Balamir (1975), the figure illustrates the rapid uptake of condominium registration in a major city shortly after the COL. The series is used to anchor claims about early diffusion and scale. It is not interpreted as a nationally representative measure or as causal evidence.

Discriminating implication. If this mechanism is right, supply should scale specifically through registrable unit ownership combined with build-and-sell or land-share contracting on fragmented parcels; if rival explanations such as urban growth or zoning change are doing the work, expansion should be less dependent on this legal-contractual form; the distinctive policy implication is that supply scaling under thin finance requires strong pre-sale transparency, consumer protection, and small-contractor oversight.

CMO-2. Verticalization and densification through parcel-level intensification

This proposition traces a downstream urban consequence of the core enabling mechanism identified in CMO-1 rather than a direct effect of the COL itself. Densification became more likely where COL-enabled unit tradability interacted with build-and-sell incentives, limited infrastructure-cost recovery, and uneven planning enforcement, thereby encouraging parcel-level intensification and vertical expansion.

Context (C): C1 high demand and C4 growing acceptance of apartment living, combined with weak infrastructure cost recovery and uneven planning or fiscal enforcement

Mechanism (M): M2 build-and-sell incentives to maximise floor area and unit numbers on small parcels

Outcome pattern (O): O2 vertical growth, denser urban centres, and infrastructure stress

Mechanism narrative. As build-and-sell contracting mobilised small parcels for multi-storey construction, production incentives aligned with maximising allowable floor area and unit numbers. Where planning capacity was uneven and infrastructure costs were not systematically recovered, parcel-level intensification plausibly translated into density pressures and growing burdens on urban infrastructure and service provision (Peker, 1975; Adam et al., 1978; Forum, 1978). The analytical point is not simply that cities became denser, but that densification proceeded through a particular organisational form: repeated parcel-by-parcel apartment redevelopment under conditions of fragmented ownership, weak cost recovery, and limited metropolitan coordination.

Observable traces and evidence. Relevant traces include the documented spread of multi-storey apartment blocks across major cities from the late 1960s onwards and the normalisation of planning environments that accommodated greater floor-area intensity in already serviced or partially serviced urban areas. Supporting evidence includes urban and historical accounts of the shift from low-rise to multi-storey apartment forms (Balamir, 1994; Türkün et al., 2013b), studies linking rapid redevelopment to densification pressures and limited infrastructure cost recovery (Peker, 1975; Forum, 1978), and evidence of the growing social acceptance of apartment living as an urban norm (Adam et al., 1978; Gökmen Pulat, 2011).

Read together, these accounts point to a recognisable pattern: densification proceeded not primarily through large-scale, coordinated redevelopment, but through repeated parcel-level apartment intensification, often in areas where infrastructure upgrading lagged behind built-form change. This is analytically important because the relevant empirical signature is not density alone, but density produced through fragmented, parcel-based rebuilding under weak cost-recovery conditions.

Scope and rival explanations. Densification may also be driven by metropolitan growth, zoning reform, transport investment, discretionary planning, or regularisation cycles. The claim here is narrower. These factors help explain why urban land became more valuable and why additional floor area was sought, but they do not by themselves explain why parcel-based redevelopment became such a scalable organisational response under fragmented landownership and thin formal finance. The argument advanced here is that, where infrastructure cost recovery was weak and planning enforcement uneven, build-and-sell incentives made parcel-level intensification especially attractive, while COL-enabled unit tradability made it legally and financially workable.

Boundary conditions and policy relevance. Where infrastructure cost recovery is robust and zoning enforcement is consistent, densification may still occur, but with different fiscal, infrastructural, and service outcomes. This channel therefore points to the need for policy instruments that connect density gains to infrastructure finance, service upgrading, and metropolitan coordination, rather than relying on zoning restrictions alone.

Discriminating implication. If this mechanism is correct, densification should occur disproportionately through parcel-level apartment intensification, with infrastructure stress concentrated where build-and-sell incentives are strong and cost recovery is weak. If rival explanations such as transport investment or metropolitan growth are doing the explanatory work, density should be less tightly tied to this parcel-based contracting logic. The distinctive policy implication is that parcel-level intensification must be paired with infrastructure finance, service upgrading, and metropolitan coordination.

CMO-3. Quality risks under weak enforcement and profit-driven speed

This proposition traces a secondary and mediated consequence of the production model identified in CMO-1, rather than a direct quality effect attributable to condominium law alone. Where rapid apartment production is coordinated through small-scale developers and quasi-financing arrangements, construction quality risks may be borne by households and the surrounding urban environment rather than effectively mitigated through regulation.

Context (C): C2 fragmented parcels and C3 limited capital, combined with weak building inspection and enforcement

Mechanism (M): M2 rapid build-and-sell production together with M4 quality externalization under weak inspection and liability

Outcome pattern (O): O3 uneven construction quality and compliance problems

Mechanism narrative. Under build-and-sell arrangements, small contractors face strong incentives to minimise costs and accelerate delivery in order to secure profits and maintain cash flow. Where building inspection is weak and liability regimes are limited, these incentives can shift quality risks onto buyers, neighbouring residents, and the wider urban environment. The analytical point is not that rapid apartment production necessarily produced low quality, but that this production ecology created systematic incentives to externalise quality risk where monitoring and sanctioning capacity remained weak. Sectoral and professional accounts have long described tensions between speed, profit, and construction quality in small-producer urban development (TMMOB Mimarlar Odası Raporu, 1973; Peker, 1975).

Observable traces and evidence. Traces consistent with this mechanism include recurring reports of construction defects, code non-compliance, and supervision gaps in professional and sectoral materials, together with secondary analyses linking rapid build-and-sell cycles to uneven quality outcomes. The relevant empirical signature here is repetitive rather than singular: repeated references to defects, supervision gaps, code deviations, and delivery pressures matter because they indicate a patterned quality risk associated with small-producer, fast-turnover construction rather than isolated failure. Relevant evidence includes accounts of demolition-rebuild cycles and profit-driven construction practices (TMMOB Mimarlar Odası Raporu, 1973), scholarship linking rapid build-and-sell production and weak supervision to quality problems (Işık, 1995; Purkis, 2016), and contextual evidence that limited capital and shallow finance heightened reliance on rapid turnover (Işık, 1995). The evidentiary claim, therefore, is not that condominium production uniformly produced poor quality, but that under weak inspection and limited liability, this production model created systematic incentives to externalise quality risk.

Scope and rival explanations. Construction quality problems may also reflect broader governance failures, technical-capacity deficits, or weak regulation across the building sector more generally. The claim here is narrower. COL-enabled build-and-sell contracting interacted with weak inspection and limited liability to amplify these risks in the segments of housing production most dependent on rapid turnover. The mechanism therefore helps explain not quality failure in general, but the particular vulnerability of fast-moving, small-scale apartment production under weak enforcement conditions.

Boundary conditions and policy relevance. Where building inspection is credible and liability is enforceable, the same production model should generate fewer quality failures. This channel highlights the importance of inspection capacity, staged compliance checks, contractor liability, and quality standards suited to small-producer construction ecosystems.

Discriminating implication. If this mechanism is correct, quality failures should cluster disproportionately in fast-turnover, small-scale build-and-sell production under weak inspection. If rival explanations such as generalized governance weakness are doing the explanatory work, quality problems should be less concentrated in this segment. The distinctive policy implication is that credible inspection, staged compliance, and enforceable liability rules are essential complements to supply expansion.

CMO-4. Formalization of unit property markets through registrable ownership

This proposition is analytically secondary to the main supply mechanism identified in CMO-1. It does not explain supply expansion as directly, but highlights how registrable unit ownership also supported the formalization of property relations and market transactions and, where financial institutions deepened, the emergence of mortgage-compatible housing assets.

Context (C): C3 evolving registry capacity and financial institutional development

Mechanism (M): M1 registrable, tradable unit ownership.

Outcome pattern (O): O4 expansion of formal unit transactions and, where finance deepened, mortgage-linked practices

Mechanism narrative. By standardizing unit ownership and linking it to registrability, the COL supported the emergence of formal apartment markets organised around individually tradable housing assets. This legal architecture enabled purchase, sale, inheritance, and collateralization where registry systems and financial institutions were capable of sustaining such transactions (Sarı Özdemir, 2007; Ulusoy, 2020). The claim is not that the COL caused financialization, but that registrable unit ownership supplied a necessary legal substrate for later collateral-based market development (Erol and Patel, 2004; Aslan and Dinçer, 2018). The analytical point is therefore not market expansion in general, but the legal standardization of apartment units as individually recognizable, transferable, and finance-compatible assets.

Observable traces and evidence. The relevant empirical signature here is the routinization of legally standardised unit-level transactions: titling, transfer, inheritance, and, later, mortgage-compatible use of apartment units as individually registrable assets. Observable traces include the normalisation of condominium titling and transfer in legal and sectoral accounts, together with later housing-finance practices that depended on the reliable registrability of independently owned units. What matters analytically is not a single discrete moment of market transformation, but the gradual stabilization of apartment units as transaction-ready and collateral-compatible assets. This proposition is supported by the legal linkage between unit ownership and land-registry practices (Ulusoy, 2020) and by scholarship showing how housing-market formalization and finance linkages deepened where institutional capacity allowed (Sarı Özdemir, 2007; Erol and Patel, 2004).

Scope and rival explanations. Market formalization also reflects broader financial development, institutional modernization, and state capacity. The claim here is narrower. These processes could deepen only because registrable unit ownership made individually tradable and mortgage-compatible apartment assets legally feasible. The mechanism therefore helps explain not financial modernization as such, but the property form through which later market deepening became operationally possible.

Boundary conditions and policy relevance. Where registry systems remain weak, fragmented, or unreliable, unitization may exist formally without generating deeper formalization of transactions or collateral-based finance. Registry integrity, transaction security, consumer protection, and prudent credit governance are therefore essential complements if formalization is to support housing access without encouraging instability or predatory lending.

Discriminating implication. If this mechanism is correct, formalization should deepen through routinized unit titling, transfer, inheritance, and mortgage-compatible transactions enabled by standardised registrable ownership. If rival explanations such as broader financial modernization are doing the explanatory work, formalization should advance even without reliable unit-level legal standardization. The distinctive policy implication is that registry integrity, transaction security, and consumer protection are as important as credit expansion.

CMO-5. Governance frictions under urban transformation

This proposition traces a later-period governance consequence that emerges once condominium-based supply scaling has become institutionalized. When fragmented unit ownership intersects with redevelopment pressure and urban transformation, the same ownership architecture that facilitated earlier production can complicate collective decision-making, bargaining, and surplus distribution during renewal. The argument here is not that the COL directly produced later urban transformation conflicts, but that it established a durable ownership and governance structure through which later redevelopment pressures had to operate.

Context (C): transformation-era redevelopment incentives, fragmented ownership, and redevelopment pressure in high-value areas

Mechanism (M): M3 redevelopment and value-capture incentives together with M5 collective decision frictions, often coupled with M2 redevelopment contracting

Outcome pattern (O): O5 bargaining frictions, uneven distributional outcomes, and contested renewal trajectories

Mechanism narrative. The condominium form institutionalizes fragmented ownership and collective decision-making for maintenance and renewal. When combined with rising land values and redevelopment incentives, renewal becomes a bargaining process marked by transaction costs and distributive conflict over the allocation of surplus. Build-and-sell or land-share contracting can reappear as a redevelopment vehicle, while collective governance rules shape both the feasibility of renewal and the intensity of conflict (Türkün et al., 2013a; Bayrakçı Usta, 2019). The analytical point is not that condominium ownership mechanically prevents redevelopment, but that it structures the bargaining arena through which redevelopment must proceed.

Observable traces and evidence. Relevant traces include recurring accounts of collective-action and decision-rule frictions in condominium governance, particularly in renewal settings where high consent thresholds make coordinated redevelopment difficult. The relevant empirical signature here is not simply coordination difficulty in the abstract, but identifiable bargaining conflicts: holdouts, consent-threshold disputes, compensation disagreements, and struggles over the distribution of redevelopment surplus. Repeated legal and policy efforts to revise renewal procedures are therefore analytically important as indirect evidence that such ownership-based governance frictions were persistent rather than incidental. Supporting evidence comes from transformation-era studies of renewal conflict in major cities (Türkün et al., 2013a; Türkün et al., 2013b), legal and contracting accounts showing the continued centrality of build-and-sell or land-share arrangements in redevelopment practice (Bayrakçı Usta, 2019), and earlier historical and sectoral evidence on demolition-rebuild incentives under rising land values and profit-driven redevelopment (TMMOB Mimarlar Odası Raporu, 1973; Işık, 1995; Purkis, 2016).

Scope and rival explanations. Renewal dynamics are also strongly shaped by post-2000 legal reforms, especially Law No. 6306, as well as by broader political-economic restructuring. The claim here is narrower. The condominium form created by the COL provided the governance substrate on which later reforms and redevelopment pressures operated, thereby structuring bargaining processes and distributional outcomes rather than wholly determining them (Topal et al., 2019; Çelik, 2023). The mechanism therefore helps explain not urban transformation in general, but why redevelopment conflict recurrently takes the form of bargaining frictions rooted in fragmented unit ownership.

Boundary conditions and policy relevance. Where renewal rules reduce transaction costs, clarify compensation, and lower distributive uncertainty, or where ownership is less fragmented, governance frictions should diminish. This channel highlights the importance of decision rules, compensation frameworks, mediation and dispute-resolution mechanisms, and tenant and distributional safeguards as complements to redevelopment incentives.

Discriminating implication. If this mechanism is correct, renewal conflicts should appear as bargaining frictions, holdouts, compensation disputes, and uneven surplus allocation rooted in fragmented condominium ownership. If rival explanations such as later renewal laws or broader political-economic change are doing the explanatory work, these outcomes should be less strongly patterned by condominium decision rules. The distinctive policy implication is that redevelopment must be paired with decision-rule reform, compensation clarity, mediation, and tenant and distributional safeguards.

The propositions do not carry equal evidentiary weight. CMO-1 provides the article's strongest empirical anchoring because it identifies the core supply-enabling mechanism. CMO-2, CMO-3, and CMO-5 trace downstream and later-period tensions, while CMO-4 identifies a secondary formalization effect.

summarizes the five CMO-informed propositions and clarifies the article's inferential structure by distinguishing the core enabling mechanism from its downstream and later-period consequences.

Table 3: CMO-informed mechanism propositions.

CMO	Analytical role	Context conditions (C)	Mechanism(s) (M)	Outcome pattern (O)	Evidence base
CMO-1	**Core enabling mechanism**	C1, C2, C3	M1 + M2	O1	L, S, I/D (COL; Işık, 1995; Balamir, 1975; Ulusoy, 2020)
CMO-2	**Downstream urban intensification consequence**	C1, C4 + weak infrastructure-cost recovery and planning enforcement	M2	O2	S (Türkün et al., 2013b; Adam et al., 1978)
CMO-3	**Quality risk under weak enforcement**	C2, C3 + weak building inspection	M2 + M4	O3	R, S (TMMOB, 1973; Işık, 1995)
CMO-4	**Enabling/formalization consequence**	C3 + registry / finance capacity	M1	O4	L, S (Ulusoy, 2020; Sarı Özdemir, 2007)
CMO-5	**Governance trade-off under urban transformation**	Transformation era + fragmented ownership	M2 + M3 + M5	O5	S, R (Türkün et al., 2013a; Bayrakçı Usta, 2019; TMMOB, 1973)

Evidence-type codes: L = legal text; S = secondary scholarship; R = sector/professional reports; D = descriptive indicators; I = illustrative cases.

Taken together, the results suggest that the COL mattered not only because it clarified ownership, but because it helped reorganise the contractual and institutional basis of apartment production. The discussion now turns to the broader theoretical, comparative, and policy implications of this COL-centred account.

7. DISCUSSION: CONDOMINIUM LAW AS A MARKET-MAKING POLICY INSTRUMENT

7.1. Core contribution, comparative relevance, and implications for housing political economy

The central argument of this article is that condominium law is better understood not as background regulation, but as a market-making housing policy instrument that can reorganise housing production under recurring institutional conditions. In the Turkish case, the 1965 Condominium Ownership Law (COL) did more than clarify ownership within multi-unit buildings. By standardising registrable and separable unit ownership, it widened the feasible repertoire of contracting and quasi-financing, most notably through land-for-flats or build-and-sell arrangements, and thereby helped reorganise the allocation of risk among landowners, small contractors, and households (Kemeny, 1992; Jenkins and Smith, 2001; Balamir, 1975; Işık, 1995; Sansen and Ryckewaert, 2025). The article's core analytical contribution is therefore to identify a mechanism coupling: registrable unit ownership (M1) became market-making because it enabled build-and-sell contracting (M2) to operate as quasi-finance under conditions of fragmented landownership, strong demand pressure, and shallow formal housing finance (Balamir, 1975; Erol and Patel, 2004; Bahadır, 2019; Bayrakçı Usta, 2019).

This mechanism-based account helps answer the article's two guiding questions in linked terms. In Turkey, the COL helped reorganise housing production by making apartment development more workable on fragmented parcels without requiring large-scale land assembly or deep mortgage markets. More broadly, condominium or strata law is most plausibly understood as a market-making housing policy instrument where fragmented landownership, limited developer capital, shallow long-term housing finance, and strong urban demand coincide, especially where production is carried by small- and medium-scale actors. Under these conditions, legal unitisation can do more than record ownership after construction. It can expand transaction capacity, support quasi-financing through contractual exchange, and make apartment production more organisationally scalable (Norris et al., 2026; Pawson and Hulse, 2011).

The Turkish case is analytically significant not because it is exceptional, but because it reveals these mechanisms with unusual clarity. It shows how a reform in the legal organisation of property can widen the organisational and contractual basis of housing supply while also generating recurring trade-offs when complementary institutions remain weak. The same legal architecture that helped scale apartment production also helped produce recognisable downstream tensions: densification pressures where infrastructure cost recovery lagged, quality risks where inspection and liability remained weak, and governance frictions where fragmented ownership complicated maintenance, redevelopment, and the allocation of renewal gains (North, 1990; Hall and Taylor, 1996; Jacobs et al., 2017; Randolph et al., 2026). The broader lesson is therefore not that condominium law is inherently beneficial or harmful, but that its effects depend on the institutional environment in which it operates.

This argument does not displace rival explanations centred on rapid urbanisation, planning change, later public intervention, financial development, or weak enforcement. Rather, it operates at a different analytical level. These factors help explain why demand intensified, where redevelopment occurred, and how later phases of the housing system evolved. What they do not by themselves explain is why apartment production became scalable through a standardised form of registrable unit ownership coupled with build-and-sell or land-share contracting under fragmented ownership and thin formal finance. The COL-centred account therefore identifies the legal and contractual architecture through which broader urban and policy dynamics were translated into housing production, market formalization, and recurring governance trade-offs.

This argument also speaks directly to housing political economy. Much of the literature on marketisation and financialisation has emphasised the entanglement of housing, land, and finance through mortgage expansion, assetisation, and state support for capital circulation in the built environment (Gotham, 2009; Aalbers, 2016; Christophers, 2017). The Turkish case suggests that, before or alongside deeper financialisation, legal reconstitution at the level of property rights can itself reorganise housing supply by making unitised exchange, contractual risk-sharing, and small-scale speculative development more feasible under particular institutional conditions. In this sense, the article complements existing work on Turkey that has traced later transformations in housing finance, marketisation, and redevelopment by identifying an earlier legal architecture that helped make those trajectories more organisationally workable (Erol and Patel, 2004; Karaçimen and Çelik, 2017; Aslan and Dinçer, 2018; Çelik, 2023).

A further implication is that the article contributes not only to scholarship on housing production, but also to debates on law and regulation in housing policy. Recent work has shown that administrative design, implementation practices, and intermediary institutions shape who benefits from housing policy and under what conditions.

The present analysis extends that insight by showing that property law itself can form part of the policy machinery that organises supply, rather than merely functioning as a legal backdrop to policy action (Monkkonen et al., 2025; Garboden et al., 2025). In this respect, the state's role is not best understood through a simple contrast between more and less intervention, but through how legal form redistributes bargaining power and structures the coordination of land, finance, and construction (Polanyi, 2021).

The comparative ambition of the article is therefore not to generalise from Turkey statistically, but to specify the institutional conditions under which similar legal architectures are likely to reorganise housing production elsewhere, and the conditions under which their trade-offs become more acute. Under these conditions, the argument developed here yields four portable and testable propositions:

P1. Scaling under thin finance.

Where formal mortgage finance is limited and housing production is organised around small developers operating on fragmented parcels, condominium or strata unitisation is most likely to support supply expansion when registrable and transferable units can be paired with contractual forms that operate as quasi-finance and risk-sharing. The expected pattern is the diffusion of multi-unit production through small-capital entrants, with construction finance organised around staged sales and contractual exchange rather than bank credit.

P2. Quality risk under weak enforcement.

Where regulatory oversight and inspection capacity are fragmented or weak, the acceleration of production enabled by unitisation and quasi-financing contracts is more likely to intensify incentives for quality externalisation. The expected pattern is uneven construction quality, greater defect risk, and wider variation in building performance, especially in rapidly growing urban areas.

P3. Governance frictions under fragmented ownership.

The supply benefits of unitisation are more likely to be accompanied by collective-action and bargaining frictions where ownership is highly fragmented and governance rules create veto or holdout power. The expected pattern is delay, conflict, and uneven outcomes in maintenance, retrofitting, and redevelopment.

P4. Renewal pressures under value-capture regimes.

Under urban renewal or regeneration programmes that create discontinuous land-value gains, condominium or strata property forms can interact with redevelopment incentives to support tear-down-and-rebuild dynamics, sharpen distributive conflict, and intensify contestation over surplus allocation.

These propositions are relevant beyond Turkey in contexts where housing production depends on fragmented landownership, limited developer capital, shallow long-term finance, and small- or medium-scale builders. Comparable dynamics may be observed in parts of Southern Europe, Latin America, post-socialist urban contexts, and rapidly urbanising countries where apartment production often proceeds through incremental, parcel-based redevelopment rather than through large-scale land assembly. In such settings, condominium or strata law may do more than regulate shared property after construction. It may help organise the conditions under which land is mobilised, units are exchanged, construction is financed, and redevelopment gains are negotiated. At the same time, the Turkish case cautions that these supply-enabling effects are likely to generate policy trade-offs where infrastructure finance, inspection capacity, consumer protection, and collective governance remain weak.

7.2. Policy implications: complementary institutions

If condominium law is understood as a market-making housing policy instrument, the central policy question is not whether it should be promoted or constrained in the abstract, but how the institutions surrounding it are designed. The Turkish case suggests that a legal form capable of expanding supply can also carry forward unresolved problems of infrastructure, quality, redevelopment, and collective governance. For this reason, condominium law should not be treated as a self-contained solution to housing shortage. It works through a wider institutional setting, and its consequences depend on whether that setting can manage the risks that supply expansion produces.

This point is especially relevant for contemporary housing governance in Turkey. Many current policy debates still revolve around the same issues that became visible through the condominium-based production model: parcel-based redevelopment, seismic-risk transformation, construction quality, infrastructure capacity, pre-sale risks, and collective decision-making among multiple owners. The continuing importance of urban transformation shows that the legacy of condominium ownership is not only historical. It still shapes how buildings are renewed, how redevelopment gains are distributed, how owners and contractors bargain, and how public authorities attempt to balance speed, safety, and fairness.

First, supply expansion and densification do not automatically produce well-serviced urban development. In the Turkish case, COL-enabled unitisation and build-and-sell contracting made parcel-level intensification financially workable, but also created the risk that densification would move faster than infrastructure provision and municipal capacity (Peker, 1975; Forum, 1978; Türkün et al., 2013b). This is not simply a planning problem. It is also a fiscal and institutional problem. If additional development rights create private gains while infrastructure costs are left to municipalities or residents, densification becomes uneven and politically contested. Policy therefore needs instruments that connect additional buildable intensity to infrastructure finance and implementation capacity, including developer contributions, value-capture tools, phasing rules, and metropolitan coordination mechanisms.

Second, construction quality cannot be secured only by having formal rules on paper. Where housing production is organised through fragmented local actors and fast-turnover contracting, quality risks may be built into the production process unless accountability is made practical and enforceable. In Turkey, thin-capital build-and-sell arrangements created strong pressure for speed, cost control, and early sales, while weak or uneven inspection made quality risks more likely to be externalised (TMMOB Mimarlar Odası Raporu, 1973; Peker, 1975; Purkis, 2016). Contemporary policy therefore has to move beyond ex post dispute resolution. More effective tools include risk-based and staged inspections, third-party certification where municipal capacity is limited, enforceable warranty and defect-liability rules, contractor licensing and sanctions, and stronger consumer protection in pre-sale or advance-payment arrangements.

Third, redevelopment should be understood not only as a technical issue of replacing unsafe or obsolete buildings, but also as a governance and distributional process. Where fragmented condominium ownership intersects with high land values and strong renewal incentives, redevelopment becomes a field of bargaining. Owners, contractors, tenants, and public authorities do not enter this field with equal information or equal bargaining power. Holdout risks, compensation disputes, valuation disagreements, and conflicts over the distribution of redevelopment gains are therefore not exceptional problems; they are predictable features of renewal under fragmented ownership (Türkün et al., 2013a, 2013b; Bayrakçı Usta, 2019). Renewal frameworks must reduce transaction costs, but they must do so without weakening procedural fairness or social protection. Relevant tools include clearer supermajority thresholds, standardised valuation and compensation rules, mediation and dispute-resolution mechanisms, tenant protections, relocation support, and transparent rules for distributing redevelopment gains among owners, contractors, and public authorities.

Fourth, condominium governance itself needs to be treated as part of housing policy. Building management, maintenance, retrofitting, and redevelopment decisions depend on collective action among owners whose interests may diverge. When legal rules make ownership divisible but leave collective decision-making weak, the result can be delayed maintenance, blocked renewal, uneven bargaining, and higher transaction costs. This is particularly important in older apartment stock, where safety, energy performance, accessibility, and seismic resilience increasingly require collective decisions rather than individual action. Policy attention should therefore extend beyond new production to the long-term governance of the condominium stock already produced.

Taken together, these implications suggest that the policy value of condominium law depends less on the legal form itself than on the institutional package built around it. Supply-oriented legal instruments need to be paired with infrastructure finance, inspection capacity, consumer protection, redevelopment governance, and dispute-resolution mechanisms. Without these complements, the same legal architecture that supports housing supply can intensify urban burdens and distributional conflict. Table 4 summarizes how the principal mechanisms identified in the article map onto different authority levels and illustrative policy instruments.

Table 4: Mapping mechanisms to responsible authority levels and illustrative policy instruments.

Authority level	M1	M2	M3	M4	M5	Illustrative instruments
Central government (ministries / national legislation)	✓	✓	✓	✓	✓	Framework legislation; value-capture rules (betterment levies/fees); national building inspection and professional standards; consumer protections for pre-sales/advance payments; renewal decision thresholds and compensation standards
Municipal / local government (planning + infrastructure)		✓	✓			Linking zoning/allowable density to infrastructure capacity; impact fees/developer contributions; phasing and sequencing requirements; metropolitan-scale coordination mechanisms
Inspection authority / professional regulation (building control, licensing)		✓		✓		Risk-based inspection regimes; staged “gatekeeping” checks across construction phases; third-party certification; contractor licensing and sanctions/blacklists; mandatory warranties/defect liability instruments
Judiciary-land registry / cadastre (implementation + dispute resolution)	✓	✓			✓	Standardizing registration and title procedures; model contracts and disclosure requirements; fast-track dispute resolution/mediation; valuation and compensation rules; enforcement mechanisms for collective decisions

Note: M1 = unitization and registrable ownership; M2 = build-and-sell contracting as quasi-finance; M3 = redevelopment and value-capture incentives; M4 = enforcement and inspection weakness; M5 = collective decision frictions in condominium governance.

Read in this way, the policy value of a mechanism-oriented account lies in showing not only how supply can be expanded, but also which institutional absences make that expansion costly or contested.

7.3 Limits, boundary conditions, and future research

The argument advanced in this article is intentionally bounded, both substantively and methodologically. Substantively, it does not suggest that condominium law has uniform effects across settings, nor that legal unitisation is sufficient on its own to resolve housing shortages. The Turkish case instead shows that the same institutional form that can support supply expansion may also generate density pressures, quality risks, and distributive conflict when complementary institutions remain weak. The broader lesson is therefore not that condominium law is inherently beneficial or harmful, but that its effects depend on institutional context, implementation capacity, and policy complements (North, 1990; Hall and Taylor, 1996; Jacobs et al., 2017).

These boundary conditions also delimit the comparative reach of the argument: the mechanisms identified here are most likely to operate where fragmented landownership, limited developer capital, shallow long-term housing finance, and strong urban demand coincide, especially in small- and medium-scale production systems (Norris et al., 2026; Pawson and Hulse, 2011).

Methodologically, the article does not estimate causal effects, and some empirical anchors, including registry figures used to illustrate early diffusion, are employed illustratively rather than as nationally representative measures. The findings should therefore be read as evidence-informed mechanism propositions rather than as causal estimates. Their purpose is not to attribute Turkey's housing trajectory to a single reform, but to specify which combinations of legal design, contextual conditions, and actor strategies help explain observed production patterns and recurring urban trade-offs (Befani et al., 2007).

Future research could extend this agenda in three directions: comparative work on other fragmented-land, thin-finance, small-developer settings; city- and period-specific analysis of how enforcement, infrastructure finance, and redevelopment governance shape downstream effects; and more fine-grained study of how land fragmentation, contracting forms, and registry practices interact across neighbourhoods and periods. The contribution of the present article lies less in closing debate than in clarifying the institutional conditions under which condominium-based property regimes reorganise housing production and generate recurring policy trade-offs.

8. CONCLUSION

This article has argued that Turkey's 1965 Condominium Ownership Law is best understood not simply as a property reform, but as a market-making housing policy instrument that helped reorganise the conditions of housing production. Its central contribution is to show how registrable unit ownership, coupled with build-and-sell contracting as a form of quasi-finance, made apartment production more scalable under conditions of fragmented landownership, shallow formal housing finance, and strong urban demand.

The analytical significance of the Turkish case lies not in its exceptionalism, but in the clarity with which it reveals the mechanisms through which legal reform can reshape housing production. The article has shown that a change in property form can widen the organisational and contractual basis of housing supply even where large-scale land assembly and deep mortgage finance are absent. At the same time, the risks associated with this expansion, most notably pressures on infrastructure, construction quality, redevelopment bargaining, and condominium governance, were not incidental by-products, but institutionally mediated outcomes that became more likely where complementary arrangements remained weak. The policy issue, therefore, is not simply whether condominium law expands housing supply, but which accompanying institutions shape the effects through which it does so. In this sense, condominium law is best understood not as a self-sufficient policy instrument, but as one component of a broader institutional package whose consequences depend on how infrastructure provision, inspection capacity, redevelopment rules, and dispute-resolution mechanisms are organised.

The claim advanced here is intentionally conditional rather than universal. Condominium or strata law is most likely to play a supply-organising role where fragmented landownership, limited developer capital, shallow long-term finance, and strong demand pressure coincide, especially where housing production is carried by small- and medium-scale actors. Where these conditions do not hold, the same legal form is less likely to generate comparable effects, and the mechanisms identified here are more likely to be weakened, altered, or displaced by alternative pathways.

The article also contributes to housing political economy by showing that property law should not be treated as merely a technical backdrop to housing markets. Under certain conditions, legal form becomes part of the institutional machinery through which housing supply is organised and development trajectories are shaped. Methodologically, the article demonstrates the value of a mechanism-oriented and context-sensitive approach for making historical-institutional explanation more explicit without reducing the analysis to a single net-effect claim.

More broadly, the findings suggest that housing policy must attend not only to whether supply is enabled, but also to the institutional conditions through which its benefits, risks, and conflicts are organised.

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