Inheriting a flat with siblings: what happens if one does not want to sell?

Inheriting a flat with siblings can lead to disagreements about what to do with the property. One needs to sell, another prefers to wait, and a third wants to keep it for its sentimental value. When these positions remain unchanged, the inheritance can become a source of conflict and expense.

One sibling's refusal can prevent a sale by mutual agreement, but **it does not mean that the others must remain in shared ownership indefinitely.** There are ways to resolve the situation, and selling to a third party is not the only alternative.

To understand the available options, it is useful to distinguish between an estate that has yet to be divided and a flat that has already been allocated to the siblings. Below, we explain the rules of the Civil Code of Catalonia, whose application must be checked in each case.

THE FIRST STEP: CHECK HOW THE ESTATE HAS BEEN DIVIDED

Accepting an inheritance and dividing its assets are separate operations. While the estate remains undivided, the co-heirs hold an interest in the estate as a whole. It should not be assumed that each has already been allocated a share of each property.

The **partition of the estate** determines which assets or rights each heir receives. The siblings can agree that one keeps the property and the others receive other assets or compensation, or that the flat is allocated to them in percentage shares.

If the flat has already been allocated to several siblings, there is co-ownership: each holds a share in the property. Therefore, before proposing a solution, it is necessary to review the will, the deed of acceptance and allocation of the inheritance—if one exists—and the property's Land Registry status.

This distinction is based on **Articles 463-1, 464-6 and 464-10 of the Civil Code of Catalonia.**

SELLING THE ENTIRE FLAT REQUIRES EVERYONE'S AGREEMENT

To voluntarily sell the whole of a jointly owned property, **agreement among the majority of the siblings is not enough. Article 552-7.6 of the Civil Code of Catalonia** requires unanimity for acts of disposal. If the property still forms part of an undivided estate, **Article 463-5.1** also establishes this requirement.

For example, if three siblings own equal shares, two of them cannot sell the entire flat without the third, even if their combined shares amount to more than half.

However, rejecting a specific offer and opposing any solution are different situations. A disagreement over the price can be addressed through an independent valuation; when the problem is that one sibling wants to retain ownership and the others wish to end their involvement, other alternatives will need to be considered.

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ONE SIBLING CAN KEEP THE FLAT AND COMPENSATE THE OTHERS

When one sibling wants to keep the property, one option is for it to be allocated entirely to them and for them to compensate the others financially. If the estate has not yet been divided, a distribution involving other estate assets can also be considered.

The agreement should specify the property's value, the amount each sibling will receive, the payment method and when the arrangement will be formalised. It is also advisable to check that the sibling keeping the flat has sufficient financing and to review the costs and tax consequences of the transaction.

> ***Illustrative example:*** *three siblings each own one third of a property free of charges, which they jointly agree to value at €300,000. If the property is allocated entirely to one of them, the compensation payable to the others would be €100,000 each, excluding any applicable costs and taxes.*

In Catalonia, Article **552-11.5** provides for an indivisible asset to be allocated to the interested co-owner, who must pay the others the independently appraised value of their shares. Article **464-8.2** refers to these rules for indivisible assets in the partition of an estate, unless the deceased expressed a contrary intention or the co-heirs unanimously agree otherwise.

WHEN THERE IS NO AGREEMENT: REQUESTING PARTITION OF THE ESTATE OR TERMINATION OF CO-OWNERSHIP

If negotiations do not resolve the conflict, the appropriate course of action depends on the status of the estate.

If the estate has yet to be divided, Article **464-1** recognises each co-heir's right to request partition, subject to the exceptions provided by law. If no agreement is reached and partition cannot otherwise be carried out, Article **464-7.2**allows an application for judicial partition.

If the flat already belongs to the siblings as co-owners, Articles **552-10 and 552-11** allow them to request the division of the jointly owned property. This legal expression refers to ending shared ownership; it does not necessarily mean physically dividing the property. Any applicable restrictions must be checked, such as a valid agreement to keep the property undivided.

Before filing a claim, the requirement for prior negotiation must also be addressed. **Article 5 of Organic Law 1/2025**generally requires the use of an appropriate dispute resolution method in the civil proceedings concerned. This may involve, for example, negotiations between the parties or their lawyers, or mediation, in compliance with the legal requirements.

This requires negotiations to be attempted and documented where applicable, **but does not require an agreement to be accepted.** It is therefore advisable to prepare this step properly from the outset.

DISAGREEMENT DOES NOT AUTOMATICALLY LEAD TO AN AUCTION

In Catalonia, if the property is indivisible or would lose considerable value if divided, Article **552-11.5** sets out specific rules:

- If a co-owner wants the property allocated to them, they must compensate the others.
- If several co-owners are interested, priority is given to the one with the largest share.
- If they are equally interested and hold equal shares, the decision is made by drawing lots.
- If no co-owner is interested in having the property allocated to them, it is sold and the proceeds are distributed.

Therefore, **requesting the division of jointly owned property does not mean imposing an immediate sale to a buyer chosen by one of the siblings.** The solution must comply with the legal rules and the circumstances of the property.

Preparing a solution before the conflict escalates

Before pursuing a claim, it is advisable to gather the documentation and put forward a proposal that the others can assess. To do so, it is useful to:

- **Review ownership and charges:** the will, the inheritance deed, a Land Registry extract and any usufruct rights.
- **Obtain an independent valuation:** this helps focus negotiations on an objective reference point.
- **Specify the alternatives:** a sale to a third party, allocation to one of the siblings or a distribution involving other assets, if still applicable.
- **Document the proposal:** the amount, deadlines, financing and conditions for formalisation.

The aim is for each sibling to understand their options and the consequences of each decision before making commitments or starting legal proceedings.