

Analysis of Paths to Effectively Safeguarding Property Owners' Rights in Property Service Disputes from a Defensive Perspective

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Abstract: This paper begins by analyzing the current status of property service disputes, examining the complex legal relationships, widespread and voluminous disputes, and intense group struggles, revealing the true state of property service disputes. The article then focuses on introducing the main types of damage to property owners' rights in property service disputes to demonstrate the necessity of safeguarding property owners' rights from a defensive perspective. Simultaneously, it presents the concept, types, qualifications for exercising the right of defense, and the statute of limitations, comprehensively analyzing the real challenges faced by property owners in property service disputes, including issues such as the lack of legal provisions, the absence of clear standards for defining property service quality, obstacles to property owners exercising the right of defense due to internal and external factors, and jurisdictional attributes causing inconsistent judgments in similar cases. Finally, the paper proposes measures to improve the system for property owners' right of defense and the protection of legitimate rights and interests in property service disputes, including the rational allocation of burden of proof, enhancing legal provisions for standardized discretion, refining the evaluation mechanism for the property service industry, and leveraging the primary role of the property owners' committee and the supervisory role of property owners.

Keywords: Property Service Disputes, Property Owners' Rights, Right of Defense, Legal Responsibility, Safeguarding Paths

1. Introduction

With the accelerated urbanization in our country and the vigorous development of the commercial housing economy, the harmonious construction of residential communities has garnered widespread attention. However, in reality, the conflict of interests behind property service disputes is a crucial factor affecting the stability of residential communities and modernization. In the confrontation between property service companies and homeowners, homeowners often find themselves in a passive and disadvantageous position. It is essential to clarify the current situation of property

disputes and the main manifestations of damage to homeowners' rights. From a defensive perspective, we should explore various effective ways to protect the rights of homeowners.

2. Analysis of the Current Status of Property Service Disputes

2.1. Complex Legal Relationships

As the economy of commercial housing continues to grow, property service dispute cases have surged. Property service disputes often involve rights and obligations among various entities such as homeowners, property management companies, property service personnel, and homeowners' committees. The relationships among these entities not only include contractual relationships but also encompass various legal relationships such as property rights, torts, and administrative management. Property services are closely linked to homeowners' lives, and in actual property service disputes, homeowners often present defenses involving multiple legal relationships, contributing to the complexity of case handling and difficulty in seeking remedies. Effectively presenting a legitimate defense is crucial for homeowners to safeguard their rights.

2.2. Extensive and Large-Scale Disputes

In cases reported in various cities and regions, conflicts are frequent during the property service process, and the scope of disputes is expanding, showing a trend from urban to suburban areas, from suburban to the peri-urban areas and towns. Furthermore, property service disputes are no longer confined to old and low-end residential areas but are spreading to high-end and newly developed residential areas. The development trend of property disputes from isolated incidents to widespread occurrences is driven by socioeconomic development, diversified public demands, and inadequate institutional safeguards. However, many homeowners and homeowners' committees lack legal awareness and procedural understanding. They often fail to clearly recognize their rights and obligations, let alone understand how the right of defense can effectively protect their interests. Some homeowners, especially the elderly population, may have their legitimate rights infringed upon due to limited awareness, lacking knowledge of the law and the right of defense, putting them at a disadvantage in disputes with property service companies. Some homeowners' committees representing homeowners' interests either become dormant and inactive or, enticed by significant interests such as communal funds, gradually centralize power, forming an oligarchic management structure, disregarding homeowners' demands, and rarely or completely failing to protect the interests of infringed homeowners. This leads to conflicts between homeowners' committees and homeowners, affecting the grassroots governance and democratization process in China.

2.3. Intense Group Struggles

In the vast majority of property service disputes, although the amounts involved are relatively small, the scope is extremely broad, often impacting the interests of multiple parties. In some larger-scale communities where property services have deficiencies or struggle to meet diverse homeowner needs, mishandling property service disputes can easily lead to widespread group conflicts. In the process of pursuing property fees in some communities, improper methods such as water and power cutoffs or restricting homeowners' mobility have sparked extensive group property service disputes, resulting in collective underpayment of property fees. Due to the concentrated residence of homeowners closely related to the interests of the community, collective litigation often arises, posing significant risks of group disputes. In the collective struggles between homeowners and property management companies, some homeowners are often driven by personal interests, continuously magnifying their own demands without considering the interests of others, and may even compromise public interests

to achieve personal gains. Homeowner groups that overlook or have their interests harmed usually, out of a habit of seeking peaceful resolutions, find it challenging to effectively resort to legal means to protect their legitimate rights. According to cases published by judicial authorities nationwide, the vast majority of homeowners are passive respondents, with a very limited number actively exercising the right of defense for safeguarding their rights.

Taking the example of the “Property Dispute Adjudication White Paper” released and interpreted by the First People’s Court of Zhongshan City, from 2020 to 2022, a total of 8,163 property dispute cases were heard over three years. Among them, cases with property management companies as plaintiffs accounted for 98.57%, cases with homeowners as plaintiffs accounted for 1.04%, and cases with homeowners’ committees as plaintiffs accounted for 0.39% (see Figure 1) [1].

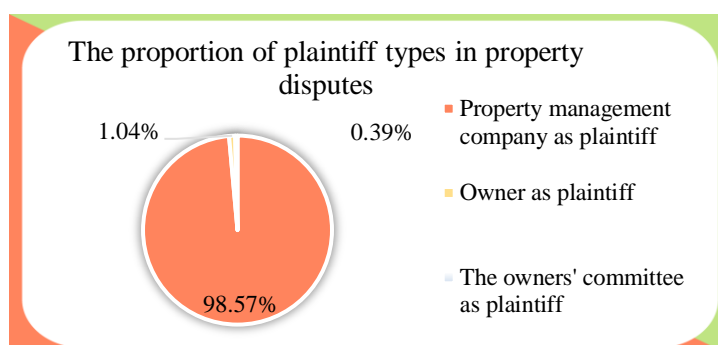


Figure 1: Percentage of Plaintiff Types in Property Disputes

3. Main Types of Damage to Property Owners’ Rights in Property Service Disputes

3.1. Breach of Contract and Infringement of Property Rights by Property Management Companies

The property service contract is a mutually voluntary paid contract between equal parties. Property management companies provide services to homeowners, and homeowners pay corresponding fees, establishing a relationship based on reciprocity. The premise for property management companies to provide services to the entrusted community is to sign a property service contract with the homeowners’ committee or developer before engaging in service activities [2]. Property management companies must fulfill relevant service obligations according to the contract terms; otherwise, it will lead to a breach of contract. In some cases, the failure of property management companies to fulfill contractual obligations or to pay attention to matters they should have noticed may result in infringement of homeowners’ property rights. For instance, in a community in Nanjing, Mr. Zhou discovered that his motorcycle parked below the building was stolen. He immediately notified the New City Property Management Company in the community and filed a police report. However, the community security, claiming not to have the authority to retrieve surveillance footage, refused to provide the footage to the police. Subsequently, the police investigation revealed multiple damaged surveillance cameras in the community with an incomplete monitoring system. The community’s gatehouse lacked proper registration forms for incoming and outgoing personnel, and there were no restrictions on external individuals entering and exiting the community. The property management company did not fully fulfill its duty of care in community management, resulting in irreparable losses to homeowners’ property.

3.2. Infringement of Homeowners' Personal Rights by Property Management Companies

In addition to property rights infringement caused by factors such as theft, property management companies may cause personal harm or violate homeowners' privacy rights due to poor management. For example, after a heavy snowfall in a certain city in 2022, a female resident went out to work in the morning and was accidentally hit and killed by an icicle falling from the roof of the building in the community. Her husband immediately filed a lawsuit against the involved property management company. The investigation revealed that the community had construction on the roof, and the vibration caused the icicle to fall. The community did not take corresponding safety measures or inform homeowners widely or set up construction isolation areas, ultimately leading to the tragic incident. According to relevant provisions in China's Civil Code on tort liability, disputes arising from construction in public places should be the responsibility of the constructor [3]. However, the wrongful actions of the property management company led to the woman not timely noticing the construction area while going to work after the snowfall, ultimately violating her right to life.

Furthermore, in some disputes over property service fee collection, property management companies, aiming to collect fees on time, publicly disclose information such as the names, ID numbers, contact numbers, addresses, and personal photos of relevant homeowners, resulting in the leakage of information about homeowners in arrears. The affected homeowners not only face significant public pressure but also experience varying degrees of life impact. The act of property management companies disclosing debtor's personal information to force homeowners to pay property service fees, in fact, infringes on homeowners' privacy rights. In the case of homeowners refusing to pay, property management companies must use legal means such as negotiation and litigation to protect their own rights but cannot resort to extreme measures to coerce homeowners. Property management companies, aware that such actions will damage homeowners' reputations, still use any means necessary to achieve their goals, affecting the social evaluation and dignity of the homeowners involved. These practices are widespread in daily life, leading to homeowners' dissatisfaction with property service companies and a surge in dispute cases.

4. Overview of Homeowners' Right of Defense in Property Services

4.1. Concept of Homeowners' Right of Defense

The homeowners' right of defense primarily refers to homeowners having the right to refuse payment of requested rights exercised by property service entities, such as the right to request property service fees. Homeowners are the subjects of the right of defense, and the request rights of property companies are the objects of the right of defense. The use of the right of defense should adhere to the principles of good faith, fairness, and the prohibition of the abuse of rights [4]. According to the classification of contracts, property service contracts fall within the category of bilateral contracts and compensated contracts. In a property service contract, the property service company should provide the services agreed upon in the contract to the homeowner, and the homeowner should pay property fees to the property company. If the property company fails to fulfill or completely fulfill its obligations as stipulated in the contract, the homeowner can exercise the right of defense as provided in the signed contract and the Contract Section of the Civil Code.

4.2. Types of Homeowners' Right of Defense

Typically, property service contracts belong to the category of bilateral contracts, so the classification of homeowners' right of defense should naturally follow that of bilateral contracts. However, due to the peculiar nature of property contracts, which lack the act of payment, homeowners' right of defense is generally considered to be divided into simultaneous performance defense rights and insecurity

defense rights. While homeowners have the obligation to pay property fees to the property company while enjoying property services, the property service company also has the obligation to provide corresponding property services to homeowners when collecting property fees according to the contract. The rights and obligations between the two parties are reciprocal. Moreover, the cooperation relationship between property companies and homeowners is long-term and stable, making the timing of property service and the timing of homeowners' payment of property fees indefinite and flexible [5]. To simplify the exercise of homeowners' right of defense and reduce the difficulty of case handling, it is convenient to consider both parties as simultaneously fulfilling their obligations, ignoring the differences in timing between property payments and property services. Additionally, if homeowners believe there is a continuous deterioration in property services, substantial arrears, weakened ability to repay debts, or risks such as bankruptcy that may hinder payment, homeowners can exercise the insecurity defense right and refuse to pay property fees.

4.3. Qualification for Exercising Homeowners' Right of Defense

In traditional civil contracts in our country, both contracting parties negotiate amicably in their own names and then clearly establish a series of rights and obligations. However, in property contracts, homeowners often do not directly participate in the signing of property service contracts. In practice, it is often the homeowners' committee that represents homeowners in signing contracts with property service companies. However, the establishment subject of the contract and the binding subject of the contract are not consistent, exceeding the relativity of the contract. Therefore, the subject specificity of property contracts arises. According to Article 939 of the Contract Section of the Civil Code, even if homeowners cannot participate in the establishment of property contracts, they should still be subject to the restrictions of the contract terms [3]. From a legal perspective, the formal subject (homeowners' committee) that establishes the contract transfers the legal status to all homeowners through a legal act after the contract is established. This is the legal basis for all homeowners being bound by the terms of the property service contract participated in by the homeowners' committee [6]. This method of transferring subject identity that covers all rights and obligations is known as a comprehensive transfer in the sense of civil law. Therefore, homeowners, through the legal basis of comprehensive transfer, become the bound subjects of the property service contract signed between the homeowners' committee and the property service company. With the qualification as the subject of the contract, homeowners naturally have the eligibility to exercise the right of defense.

4.4. Statute of Limitations for Homeowners' Right of Defense

In the process of adjudicating many property dispute cases, property companies argue that homeowners' right of defense has exceeded the statute of limitations, leading to the loss of homeowners' right to victory. Therefore, clarifying the statute of limitations for homeowners' right of defense is crucial for homeowners to succeed. Article 118 of the Civil Code sets the statute of limitations for parties to request protection of civil rights from the people's court at three years [3]. This is intended to urge parties to exercise their rights in a timely manner, prevent parties from "sleeping on the chair of rights," and prevent the destruction of evidence over time. Property services typically have a long-term nature, with property contracts lasting from one year to over a decade. If long-term property services are considered as a whole, and the statute of limitations is only calculated from the complete fulfillment of the final property fee, it would contradict the legislative intent. In practice, property service fees are usually paid quarterly or annually, and each period's fee is quite fixed and divisible. Therefore, each period of property service should be treated as a whole, and the statute of limitations should be calculated from the expiration of each period of property service. To prevent the loss of the opportunity to succeed due to the expiration of the statute of limitations,

homeowners should carefully consider the calculation method of the statute of limitations when exercising the right of defense.

5. Challenges in the Exercise of Homeowners' Right of Defense in Property Services

5.1. Lack of Legal Provisions Supporting Homeowners' Right of Defense

From the current legislative perspective, the right of defense for homeowners is mainly reflected in judicial interpretations but lacks direct affirmation in statutory provisions. In practical cases dealing with property contract disputes, homeowners primarily rely on relevant articles on contract breach in the Civil Code to resolve disputes. For example, the "Judicial Interpretation on Property Disputes" deleted the provision in Article 6, which allowed the exercise of defense for "valid reasons," and retained Article 5, addressing the right of defense for "irregular fees, increased fee standards, and other violations." Although the defense against irregular fees in this judicial interpretation initially effectively curbed the phenomenon of property service companies charging fees arbitrarily, there is currently no clear statutory provision on how to handle the flawed quality of services provided by many property companies. It can be observed that there is a certain degree of disconnection between judicial practices supporting homeowners' right of defense and legislation.

5.2. Lack of Clear Standards for Defining Property Service Quality

Property service contracts are considered standard contracts where both parties agree on the "quality," "quantity," and "cost" of property services. Many homeowners lack the corresponding legal literacy to support them in identifying vague aspects and other loopholes in the property service companies' performance in the contract. In cases dealing with property service disputes, determining whether a property service company is in breach depends on whether its services meet certain standards. However, defining property service standards poses significant difficulties. First, there is a lack of corresponding standards at the legislative level. Secondly, the property service industry rarely has third-party quality assessment organizations with the ability to define standards. In practice, homeowners can only rely on their claims and must prove them. However, homeowners can only provide fragmented evidence based on their observations, such as garbage not being cleared for a long time, equipment not being promptly repaired, and security services being virtually non-existent during the night. This increases the difficulty of homeowners in safeguarding their rights.

5.3. Obstacles Faced by Homeowners in Exercising the Right of Defense

In disputes arising from property service contracts, homeowners often find themselves in a disadvantaged position. They may even experience violent coercion from property companies or face threats using various means to persuade homeowners to withdraw their complaints or abandon their claims. Furthermore, in some neighborhoods lacking a homeowners' committee or where the committee is non-functional, homeowners are unable to form a cohesive group to counteract the impact of property service companies due to conflicting interests. Ultimately, they may have no choice but to relinquish their own interests. Some homeowners, considering factors such as potential retaliation from property companies affecting their family's safety, choose to abandon the confrontation.

The lack of inherent legal awareness, relevant knowledge, and outdated beliefs like "going to court is shameful" and "settling disputes peacefully" also hinder many homeowners from filing suits or actively asserting their rights. Additionally, upon receiving lawyer's letters or collection notices, many homeowners, fearing becoming labeled as "defaulters" and affecting their children's education, opt to directly pay the property fees. Moreover, homeowners generally lack the ability to gather

evidence, resulting in insufficient evidence presented in court that fails to effectively sway judges towards a homeowner-friendly legal judgment.

5.4. Jurisdictional Attributes Causing Inconsistent Verdicts in Similar Cases

In the absence of specific agreements, jurisdiction over property service disputes typically falls under the grassroots people's court where the immovable property is located. Even in cases of the same type, judgments from different grassroots courts in different regions may yield varying outcomes. For instance, in the absence of clear regulations, the decision to reduce fees and the percentage of reduction often relies on the judge's discretionary power. Different judges may have distinct perspectives on identical cases, leading to diverse outcomes. The right of defense for homeowners lacks corresponding institutional safeguards, making it challenging to be upheld under judges' discretionary powers. Consistent verdicts in similar cases contribute to judicial fairness, while inconsistent judgments can erode public trust in the legal system.

6. Analysis of the Grounds for Exercising Homeowners' Right of Defense in Property Services

The exercise of the homeowners' right of defense involves the assertion of grounds for defense by homeowners. In judicial practice, homeowners typically present several grounds for defense, including the failure of the construction unit to deliver the property to homeowners, the property management company's neglect of maintenance duties, failure to fulfill legal or contractual obligations, or service deficiencies, the absence of a property service contract with homeowners, and the failure of the property company to fulfill safety obligations. This paper will provide a brief analysis and study of these defense grounds to assist homeowners in selecting the most suitable grounds to protect their rights.

6.1. Defense Ground: Failure of the Construction Unit to Deliver the Property to Homeowners

According to Article 11(1) of the "Supreme People's Court's Interpretation on Several Issues Concerning the Application of Laws in the Trial of Disputes over the Sale and Purchase Contracts of Commercial Housing": "The transfer and possession of the house are considered as the delivery and use of the house." The transfer and possession of the house require the buyer to have complete actual control and dominion over the house [7]. The delivery of the house key by the seller to the buyer is a necessary condition for the transfer of possession of the house. In practical terms, if the property in question has defects or hidden risks, and the buyer claims the house has defects preventing normal acceptance and use during the period from the contract-specified delivery time to the actual delivery, the court typically rules that homeowners are not required to pay property fees. In practice, the court should determine whether the buyer has registered the property rights. If not registered, it can be deemed that the buyer cannot exercise actual control over the exclusive part of the property. Consequently, the buyer is not bound by the property contract.

6.2. Defense Ground: Property Company's Neglect of Maintenance Duties

Courts generally believe that property companies have an obligation to maintain and repair common areas within a community. However, this maintenance obligation has certain limitations, and not all internal housing quality issues within the community can be attributed to the property company. According to Article 31 of the "Property Management Regulations," the construction unit bears the responsibility for the maintenance of the building during the warranty period. Additionally, after the

expiration of the statutory and contractually agreed-upon warranty period, owners of exclusive parts within the community are responsible for their maintenance and upkeep, and property companies can provide corresponding paid maintenance services. For public facilities and common areas within the community, property companies must bear the responsibility for maintenance and upkeep [8]. If there are damages to community roads, malfunctioning public elevators, or damaged lighting bulbs in hallways, property companies must promptly undertake maintenance and repairs. Regarding other maintenance and repair obligations stipulated in the contract, property companies should adhere to the specified scope of responsibilities. Homeowners should pay attention to the definition of the scope of maintenance and repairs to prevent arbitrary defenses leading to the waste of judicial resources.

6.3. Defense Ground: Property Company's Failure to Fulfill Legal or Contractual Obligations or Deficiencies in Services

Property contracts often lack specific provisions regarding the quality and details of property services. Property services are typically long-term and continuous, making it difficult to quantify the number of service items. As a result, disputes over the quality standards and service content of property services are common. For vaguely defined matters in property contracts, homeowners can refer to relevant laws and regulations. For example, whether the property heating meets standards or if the property company is responsible for repairing damaged flues can be assessed based on local regulations such as the "XXX City Heating Management Measures" or the "XXX City Urban Residential Property Management Regulations." For matters without supplementary regulations, homeowners can use industry standards in the property service industry or standards commonly recognized by the majority of homeowners in the community as a basis for assessment. Property services have a universal nature that extends to each homeowner in the community. The value judgments formed by the majority of homeowners in a community regarding property services are of significant reference value.

If the property company fails to fulfill its obligations as stipulated in the contract, homeowners can exercise their right of defense by refusing or partially paying property fees. For instance, if the property company charges fees for individual services separately according to the contract, homeowners cannot use the defense of non-performance of a specific service to refuse payment of all property fees. Homeowners should actively file lawsuits with the court or seek assistance from administrative authorities instead of passively withholding property fees to avoid bearing contractual liability.

6.4. Non-signing of Property Service Contract by the Homeowner

According to Article 490 of the Civil Code: "If the parties adopt the form of a written contract to conclude an agreement, the contract is established when both parties sign, affix their seals, or press their fingerprints. If one party has already performed the main obligation before signing, and the other party accepts, the contract is established. Even if the law, regulations, or the agreement of the parties require the contract to be in writing, the contract is established if one party has performed the main obligation and the other party accepts, despite not using a written form [3]." It can be seen that, even if homeowners and property management companies have not signed a property service contract, as long as homeowners actually enjoy property management services, they should pay the corresponding property service fees. If there are defects in property management services, homeowners can defend themselves based on these defects [9]. Generally, using the lack of a signed contract as a defense is unlikely to be supported by the court. For instance, in a case published in a certain city, a property management company provided high-quality services to homeowners in a residential community. However, several homeowners refused to pay property fees, claiming that the company had raised

the fees from the originally agreed-upon amount of 120 yuan per quarter to 180 yuan per quarter after several years of contract performance. The company argued that it was difficult to establish a contract because the community lacked a homeowners' committee, and the fee standard was set by the national price department. The court ruled that since no homeowners' committee had been established in the community, the property service contract was not signed in a timely manner. However, the company, as a legitimate property management company, had already provided actual property management services, and homeowners in the community had indeed enjoyed the services. The facts of the legal relationship existed, and the homeowners' request was rejected. In this case, using the lack of a signed property service contract as a defense is an unjustifiable reason and should not be supported.

6.5. Property Company's Failure to Fulfill Security Obligations

Security services are one of the most critical components of property services, closely related to the protection of homeowners' personal and property security. However, in real life, flexible security quality standards, high investment, and uncontrollable risks often lead property companies to use vague and disclaimer clauses in contracts to evade responsibility.

Disputes arising from security services include third-party infringements and damage to homeowners' personal and property caused by accidents. In cases of third-party infringements, the property company lacks subjective intent, is not a direct participant in the infringement, and the causation between security negligence and damage is cut off by the involvement of a third party. Therefore, the basis for requiring the property company to bear liability for infringement is insufficient. However, if the property company fails to fulfill appropriate security obligations after collecting property fees, it should bear a certain contractual liability. In judicial practice in China, for accidents such as personal and property damage caused by high-altitude falling objects, it should be determined whether the property service company has fulfilled its duty to alert and warn homeowners. According to Article 1254 of the Civil Code, the property company should assume a certain duty of care and responsibility.

7. Measures to Improve Homeowners' Right of Defense and Protection of Legitimate Rights in Property Service Disputes

7.1. Reasonable Allocation of Burden of Proof

The civil litigation procedures in China generally follow the principle of "who asserts, proves." Therefore, homeowners bear a relatively significant burden of proof in litigation, but homeowners often lack the ability to collect and secure evidence. This burden allocation system makes it difficult for homeowners to effectively exercise their right of defense to protect their interests. For homeowners with limited evidentiary capabilities, judicial authorities must adhere to the principle of honesty and fairly allocate the burden of proof based on the facts of the case. Regarding evidence that homeowners find difficult to provide, such as gatehouse surveillance, judicial authorities should reverse the burden of proof, making property service companies with stronger evidence-gathering capabilities and convenience bear the burden of proof to ensure fairness. In cases where homeowners raise objections based on the substandard quality of property services, judicial authorities can appropriately shift the burden of proof to the property companies, requiring them to prove that their property quality meets standards. This approach balances the interests of both parties, avoiding difficulties in evidence collection solely by homeowners or the potential abuse of homeowners' right of defense through exclusive proof by property companies.

7.2. Improvement of Legal Regulations to Achieve Standardized Discretion

The proliferation and difficulty in resolving property service disputes fundamentally stem from the lack of a comprehensive legal system. The absence of normative standards in property contract formulation leads to inconsistent discretion and divergent judgments for similar cases. The author suggests that each province and city should enact corresponding standards based on local circumstances. At the national level, authoritative implementation details for property services and enhanced legal foundations for homeowners' right of defense need to be established. Additionally, the country should introduce policies to clarify the status and responsibilities of homeowners' committees, preventing the creation of fictitious committees or breeding corruption. To address the issue of divergent judgments due to regional jurisdiction, higher-level courts should introduce guiding precedents to prevent deviations in case rulings caused by judicial errors.

7.3. Improvement of the Evaluation Mechanism in the Property Service Industry

The protection of homeowners' right of defense and other interests requires assistance not only at the legislative level but also administrative protection. As societal administrators, administrative authorities should appropriately intervene in the property service industry, guide the proper fulfillment of property service contracts, curb the chaotic practice of violent debt collection by property service companies, and support the establishment of a sound evaluation capacity within the industry by leading third-party organizations. Relying solely on the efforts of administrative authorities is insufficient to perfect the evaluation mechanism. The enhancement of self-disciplined supervision by neutral third parties plays a crucial role. This can encourage the property service industry to improve service quality and effectively avoid the inflexibility of administrative measures. At the same time, practices from other countries, such as the establishment of specialized associations assisted by real estate broker associations or property management associations in the United States, can be adopted to perfect the evaluation mechanism, guiding the industry towards sustainable development.

7.4. Harnessing the Principal Role of Homeowners' Committees and Owners' Supervisory Role

The homeowners' committee is the executive body of the homeowners' assembly, a permanent institution elected by the homeowners' assembly according to the provisions of the homeowners' convention. The homeowners' committee should actively perform its functions, understand homeowners' opinions and suggestions, intervene effectively in property service disputes from the perspective of safeguarding the rights and interests of the majority of homeowners. Simultaneously, the homeowners' committee should maintain integrity, strengthen internal supervision, and eliminate the breeding of corrupt practices. In cases where litigation cannot be accomplished by homeowners alone, the homeowners' committee should guide homeowners in the correct use of the right of defense through supportive means or act as the litigation subject to safeguard the collective interests of the majority of homeowners.

Homeowners often have low participation in the public affairs of the community and may not actively exercise their rights in voting, providing suggestions, and oversight. In response, the judicial publicity department should collaborate with local media to publicize relevant regulations in the property service sector. Local grassroots organizations should conduct regular legal education activities, encouraging homeowners to participate in oversight activities related to homeowners' committees.

8. Conclusion

Although, in terms of legal status, both parties in property service contracts are equal civil entities, in practice, the majority of property service companies often hold a dominant position. This frequently results in the infringement of homeowners' legitimate rights. The perfection and effective exercise of the homeowners' right of defense system can significantly safeguard homeowners' interests. However, homeowners should exercise their right of defense prudently and avoid its misuse. It is imperative to comprehensively protect the normal exercise of homeowners' right of defense from various perspectives, offering support for justifiable reasons for defense. Only through such measures can homeowners effectively utilize their right of defense and genuinely safeguard the legitimate rights and interests of the majority of homeowners.

References

- [1] Zhongshan Municipal First People's Court. (2023). *White Paper on Trial of Property Disputes*. Yangcheng Evening News.
- [2] Wang, X. (2012). *On Property Service Contracts in China* (Unpublished master's thesis). Shanxi University.
- [3] People's Republic of China. (2020). *Civil Code of the People's Republic of China*. People's Publishing House.
- [4] Qin, W. (2014). *Analysis of Homeowners' Right of Defense in Property Fee Disputes* (Unpublished master's thesis). China University of Political Science and Law.
- [5] Lü, H. (2015). *Analysis of Homeowners' Right of Defense in Property Service Contract Disputes* (Unpublished master's thesis). Hebei University.
- [6] Hu, X. (2023). *Legal Issues in Homeowners' Right of Defense in Property Service Contracts* (Unpublished master's thesis). Yangzhou University.
- [7] Supreme People's Court. *Interpretation and Application of the Supreme People's Court on the Trial of Property Service Disputes* (ISBN-9787503695544).
- [8] State Council of the People's Republic of China. (No. 504). *Property Management Regulations*.
- [9] Zhong, L. (2015). *Research on Homeowners' Right of Defense in Property Service Contracts* (Unpublished master's thesis). Ningbo University.