



EUROPEAN COURT OF HUMAN RIGHTS
COUR EUROPÉENNE DES DROITS DE L'HOMME

FIFTH SECTION

CASE OF AHMADOVA v. AZERBAIJAN

(Application no. 9437/12)

JUDGMENT

Art 8 • Respect for home • Order by domestic courts, not yet enforced, for eviction of a mother and her daughter from their home and for its demolition on the ground that it was an unauthorised construction built on State-owned land assigned for petroleum operations • No adequate possibility of review of the eviction's proportionality in the light of the mother's personal circumstances

STRASBOURG

18 November 2021

FINAL

18/02/2022

This judgment has become final under Article 44 § 2 of the Convention. It may be subject to editorial revision.

In the case of Ahmadova v. Azerbaijan,

The European Court of Human Rights (Fifth Section), sitting as a Chamber composed of:

Síofra O’Leary, *President*,

Mārtiņš Mits,

Lətif Hüseynov,

Lado Chanturia,

Ivana Jelić,

Arnfinn Bårdsen,

Mattias Guyomar, *judges*,

and Martina Keller, *Deputy Section Registrar*,

Having regard to:

the application (no. 9437/12) against the Republic of Azerbaijan lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by an Azerbaijani national, Ms Sayyara Nemat gizi Ahmadova (*Səyyarə Nemat qızı Əhmədova* – “the applicant”), on 24 January 2012;

the decision to give notice to the Azerbaijani Government (“the Government”) of the complaints under Article 8 of the Convention and Article 1 of Protocol No. 1 to the Convention and to declare the remainder of the application inadmissible;

the parties’ observations;

Having deliberated in private on 19 October 2021,

Delivers the following judgment, which was adopted on that date:

INTRODUCTION

1. The application concerns the planned demolition of a house where the applicant has lived for several years and her planned eviction from that house on the ground that it was an unauthorised construction built on a State-owned plot of land, and raises issues under Article 8 of the Convention and Article 1 of Protocol No. 1 to the Convention.

THE FACTS

2. The applicant was born in 1955 and lives in Baku. She was represented before the Court by Mr F. Agayev, a lawyer based in Azerbaijan.

3. The Government were represented by their Agent, Mr Ç. Əsgərov.

4. The facts of the case, as submitted by the parties, may be summarised as follows.

5. On 21 July 2007 the applicant purchased a recently built house in the Sabail District in Baku from a person who had allegedly lived there before. After the purchase, she renovated the house and lived there with her

daughter. The sale and purchase contract was not approved by a notary and there was no entry in the State register. A document called “information about the tenant” (*mənzil kirayəçisi haqqında məlumat*) was issued in the applicant’s name by housing maintenance authority no. 19 of the housing utilities service under the Social Development Department of the State Oil Company of the Azerbaijan Republic (“SOCAR”) and she received and paid electricity, gas and telephone bills. According to a certificate (*arayış*) issued by the same authority on 26 September 2007, the applicant lived in the house without the proper registration.

6. On 28 September 2010 the Azneft Production Union (“Azneft”), a subsidiary of SOCAR, brought a court action against the applicant, seeking her eviction and the eviction of her family members from the house and its demolition at the applicant’s expense on the ground that it was an unauthorised construction built unlawfully on State-owned industrial land assigned to it for petroleum operations. In support of its claim, Azneft relied on a 1962 decision by the Executive Committee of the Baku City Council of Workers’ Deputies (predecessor of the Baku City Executive Authority (“the BCEA”)) assigning the land to Azneft for petroleum operations, and a map of the land in question, approved on 17 December 2008 by the Main Department of Architecture and Town Planning of the BCEA. It argued that, under domestic law, land designated for industrial operations could not be used for the construction of residential buildings and that the applicant did not have any construction permits or ownership documents relating to the land or the house.

7. On 16 December 2010 the Sabail District Court upheld the claim and ordered the eviction of the applicant and her family members and the demolition of the house at her expense. Relying on, *inter alia*, Article 180 of the Civil Code and Article 111 of the Land Code (see paragraphs 14-16 below), it found that the house was an unauthorised construction built on a State-owned plot of land which had been designated for permanent use by Azneft and that therefore the squatted land was to be returned to Azneft without any compensation being paid to the applicant. It also added that the contract of 21 July 2007 and the document issued by the housing maintenance authority were not relevant legal documents for establishing the applicant’s rights over the house and that under Articles 139.1 and 144.1 of the Civil Code (see paragraphs 12-13 below), contracts in respect of immovable property had to be approved by a notary and all rights over such property had to be entered in the State register.

8. The applicant appealed, noting that (i) she had purchased the house from another person and had been living there for several years without any challenge by the authorities; (ii) there were other residential buildings in the area and new residential buildings were under construction; (iii) she had been issued with the relevant document by the housing maintenance authority and had been paying all utility bills on the basis of the utility

meters installed by the relevant utility companies; and (iv) the part of the land assigned to Azneft where her house was located had been taken back from it pursuant to an order issued by the BCEA on 29 July 1999 (from the copy of the order available in the case file, it is impossible to identify the plot of land in question). She also submitted that the house in question was her only home, that she did not have any means to buy a new house and that she and her daughter would end up on the street if it were to be demolished.

9. On 30 March 2011 the Baku Court of Appeal upheld the first-instance court's judgment, reiterating its reasoning. In addition to the decision of 1962 and the map of 17 December 2008 referred to by the first-instance court, it also relied on an opinion by the State Land and Cartography Committee of 30 March 2011 and on a statement given by a specialist from that committee at the court hearing confirming that the plot of land on which the house in question had been built was State-owned land allocated for permanent use by Azneft and did not form the part of the land taken back from Azneft in accordance with the BCEA's order of 29 July 1999. The court did not address the last of the applicant's above-mentioned arguments.

10. On 25 August 2011 the Supreme Court dismissed a cassation appeal by the applicant.

11. By the time of the last communication with the parties in 2015, the applicant's house had not yet been demolished and she continued to live there, and to date the applicant has not informed the Court of any steps taken to enforce the demolition or eviction order.

RELEVANT LEGAL FRAMEWORK

I. THE 2000 CIVIL CODE

12. Articles 139.1 and 139.3 of the Code provided that ownership rights and other rights over immovable property and their transfer to another person were required to be entered in the State register.

13. Article 144.1 of the Code, as in force at the material time, provided that contracts with regard to the disposing of registered immovable property had to be approved by a notary.

14. Article 180.1 of the Code provided that a residential building, construction, facility or other immovable property erected on a plot of land not allocated for construction purposes or without obtaining the necessary permits or as a result of a serious breach of town-planning and building regulations was considered an unauthorised construction. Article 180.2 of the Code provided that the party that had erected the unauthorised construction could not acquire ownership rights to the construction in question and was not entitled to dispose of it by sale, deed of gift, lease or by any other means. Article 180.4 of the Code, which entered into force on

9 October 2007, provided that an unauthorised construction could be demolished pursuant to a court order on the basis of requests by relevant executive bodies or other interested parties.

II. THE 1999 LAND CODE

15. Article 111 of the Land Code prohibited squatting and provided that squatted land had to be returned accordingly without payment of any compensation for expenses incurred during the unlawful use of the land. Restoration of the land, including the demolition of any buildings erected on it, had to be carried out by the legal or physical persons unlawfully occupying the land or at their expense.

III. THE 2000 CODE OF CIVIL PROCEDURE

16. Article 231.1 of the Code provided that a judge could, on the basis of the parties' request, decide to delay the enforcement of a judgement or to change the method and the manner of the enforcement considering their property status and other circumstances. Under Article 231.4 of the Code such decision could be challenged before the courts.

IV. LAW ON ENFORCEMENT OF 27 DECEMBER 2001

17. Article 16 of the Law, as in force at the material time, provided that in case of difficulties for the execution of a judgment, a bailiff could postpone its execution for no more than ten days at the debtor's or creditor's request. In such case, the bailiff issued a decision which then had to be reviewed and approved by the head of the enforcement authority. The parties and the relevant court had to be informed of the decision, which could be challenged before the courts.

V. POSITION OF THE CONSTITUTIONAL COURT

18. In its decisions of 4 July 2014 and 22 May 2015 the Constitutional Court, at the lower courts' request, commented on Articles 231.4 and 231.1 of the Code of Civil Procedure respectively. It noted, *inter alia*, that since the delay of the enforcement of a judgment affects the protection of the creditor's rights, it must be granted exceptionally, where there are serious obstacles and difficulties for the execution, and that the duration of the delay must not impair the effectiveness of the judicial protection.

VI. PROVISION OF HOUSING BY THE STATE AUTHORITIES

19. Under domestic law certain category of persons had the right, subject to various conditions, to be provided with housing, free of charge or under favourable conditions, by the State authorities.

20. Under the Presidential order of 20 June 2014 the relevant State authorities were requested to prepare an action plan (2014-2028) for provision of housing to families of martyrs and persons with disabilities who had fought for the protection of the territorial integrity, independence and constitutional order of the Republic of Azerbaijan. According to the text of the order, until 2014, 4,278 persons belonging to these categories had been provided with flats, and 5,731 persons were on the waiting list.

21. Rules on acquiring flats which were at the disposal of the State Housing Development Agency, approved by the Presidential decree of 16 November 2016, regulated the provision of affordable housing to young families (under the age of 35) belonging to different categories, and also, irrespective of their age, to civil servants, military servicemen, teachers, researchers and other categories not relevant to the circumstances of the present case.

22. By a decision of the Cabinet of Ministers of 12 April 2017 a social shelter under the Ministry of Labour and Social Protection of Population was created. Persons who had no place to live could stay in the shelter for no more than 180 days. In 2019 the social shelter became part of the shelter and social rehabilitation centre for vulnerable groups.

THE LAW

I. ALLEGED VIOLATION OF ARTICLE 1 OF PROTOCOL No. 1 TO THE CONVENTION

23. The applicant complained that the demolition of the house, without any compensation and at her expense, would constitute a disproportionate interference with her rights under Article 1 of Protocol No. 1 to the Convention, which reads as follows:

“Every natural or legal person is entitled to the peaceful enjoyment of his possessions. No one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by law and by the general principles of international law.

The preceding provisions shall not, however, in any way impair the right of a State to enforce such laws as it deems necessary to control the use of property in accordance with the general interest or to secure the payment of taxes or other contributions or penalties.”

A. The parties' submissions

24. The Government submitted that there were no construction documents in respect of the house and that the sale and purchase contract had not been approved by a notary and there had been no entry in the State register as required under domestic law. The document issued by the housing maintenance authority had only been for the purposes of paying utility bills and that document and the payment of utilities could not confer any rights on the applicant in respect of the house in question. The Government also argued that utility companies were not empowered to check the lawfulness of the buildings which they connected to their networks. Therefore, the applicant had been aware from the outset that the house was an unauthorised construction and it could not have been rendered compliant as it had been built in an industrial area where no residential buildings were allowed. Unlike in *Öneryıldız v. Turkey* ([GC], no. 48939/99, ECHR 2004-XII), there was no uncertainty in domestic law as to the legal status of the house in question.

25. Furthermore, the Government asserted that the State could not be accused of negligence. As soon as SOCAR had become “confident that the applicant’s house [was] situated on its industrial land” after having completed an inventory in 2009 of land allocated to it and to its subsidiaries, proceedings had been brought against the applicant.

26. The Government also submitted that it was for the applicant to decide how to take her belongings from the house in order to comply with the demolition order. The house could be demolished by SOCAR at her expense or by herself using any appropriate means.

27. The applicant submitted that, after purchasing the house in 2007, she and her daughter had been living there without any hindrance by the authorities. She had established a social and family environment there, had regularly paid the utility bills, and, until the delivery of the first-instance court’s judgment, there had been nothing to stop her from expecting that the situation would remain the same. She argued that Azneft, SOCAR and the State authorities could not have been unaware of the existence of her house and of “many [other] houses” built in the same area.

B. The Court’s assessment

28. The Court reiterates that an applicant may allege a violation of Article 1 of Protocol No. 1 only in so far as the impugned decisions relate to his or her “possessions” within the meaning of that provision. The concept of “possessions” is not limited to “existing possessions” but may also cover assets, including claims, in respect of which the applicant can argue that he or she has at least a reasonable and “legitimate expectation” of obtaining effective enjoyment of a property right. An “expectation” is “legitimate” if

it is based on either a legislative provision or a legal act which has a bearing on the property interest in question. In each case the issue that needs to be examined is whether the circumstances of the case, considered as a whole, conferred on the applicant title to a substantive interest protected by Article 1 of Protocol No. 1 (see *Saghinadze and Others v. Georgia*, no. 18768/05, § 103, 27 May 2010, and *Keriman Tekin and Others v. Turkey*, no. 22035/10, § 41, 15 November 2016).

1. Whether there was an interference with the applicant's property rights to the house

29. The Court notes that the house in question was declared an unauthorised construction by the domestic courts. It appears that under Azerbaijani law, unauthorised constructions could not form the subject of property rights (contrast *Ivanova and Cherkezov, v. Bulgaria*, no. 46577/15, § 68, 21 April 2016 and compare *Kotumanova v. Russia* (dec.), no. 57964/08, § 52, 11 September 2018).

30. In the present case, the applicant did not build the house herself but bought it from another individual. Domestic law clearly required approval by a notary of transactions concerning immovable property (see paragraph 13 above), and the sale and purchase contract signed by the applicant and the seller indeed contained a provision concerning the date to be agreed for the signing of the contract before a notary, which was left blank by the parties. Moreover, there was no entry in the State register as required under Articles 139.1 and 139.3 of the Civil Code (see paragraphs 5 and 12 above). The applicant's failure to have the sale and purchase contract approved by a notary and the entry made in the State register can be explained by the absence of relevant construction and ownership documents in respect of the house, as was argued by the Government (see paragraph 24 above). Therefore, when purchasing the house, the applicant was or should have been aware that it was an unauthorised construction.

31. The Court observes that there was no uncertainty concerning the application of Article 180 of the Civil Code and Article 111 of the Land Code which could have caused the applicant to believe that those provisions would not be applied in respect of the house in question (contrast *Öneryıldız*, cited above, § 128).

32. It is true that the applicant was issued with a document by the housing maintenance authority under SOCAR and that the house was connected to utility services. The applicant argued that the State authorities were therefore aware of the house and tolerated its existence. However, as is apparent from the material in the case file, the above-mentioned document itself did not confer on the applicant any property rights over the house and was issued in order to enable her to receive and to pay the utility bills. It cannot be established that the applicant paid any taxes on the house in question (contrast *Öneryıldız*, cited above, § 105, and compare *Barahona*

Guachamin and Others v. Italy (dec.), no. 33295/15, § 67, 4 December 2018). While the Court has previously taken into account, *inter alia*, the provision of utility services as a pertinent element when examining the State authorities' attitude towards the existence of unauthorised constructions (see, for example, *Öneryıldız*, cited above, §§ 105 and 127, and *Hamer v. Belgium*, no. 21861/03, § 83, ECHR 2007-V (extracts)), it notes that in the present case the demolition order was issued within a reasonable time after the house had been purchased by the applicant (contrast *Saghinadze*, §§ 106-07; *Öneryıldız*, §§ 105-06; and *Hamer*, § 76, and compare *Ivanova and Cherkezov*, § 75, all cited above).

33. Moreover, the absence of any reaction from the State authorities during a certain period of time should not have given the applicant the impression that proceedings for the demolition of the house could not be brought against her, and is not sufficient in itself to lead to the conclusion that the applicant's proprietary interest in the house was sufficiently established and weighty to amount to a "possession" within the meaning of the rule expressed in the first sentence of Article 1 of Protocol No. 1 (see *Bagdonavicius and Others v. Russia*, no. 19841/06, §§ 117-18, 11 October 2016, and *Barahona Guachamin and Others*, §§ 67-68, cited above).

34. The Court notes that even though it appears from the case file that the applicant has renovated the house after its purchase, this fact alone is not sufficient to alter the above conclusion for the following reasons. The applicant, who was not the legal owner of the house in question, should have known that by making improvements to the house, she was investing in immovable property that did not belong to her. In addition, the applicant has not argued that the demolition order would be executed in a manner endangering her movable personal effects.

35. It follows that this part of the complaint is incompatible *ratione materiae* with the provisions of the Convention within the meaning of Article 35 § 3 (a) and must be rejected in accordance with Article 35 § 4.

2. On the obligation to pay for the demolition

36. The Court observes that the applicant was ordered to demolish the house in question at her expense. Such an obligation imposed on the applicant constituted an interference with her right to the peaceful enjoyment of her possessions. Article 1 of Protocol No. 1 is therefore applicable in respect of that part of the demolition order. However, the applicant has not substantiated this part of the complaint with arguments demonstrating that there was an issue of lawfulness or proportionality of the said interference. It follows that this part of the complaint is manifestly ill-founded and must be rejected in accordance with Article 35 §§ 3 (a) and 4 of the Convention.

II. ALLEGED VIOLATION OF ARTICLE 8 OF THE CONVENTION

37. The applicant complained that her eviction from the house where she had lived for several years would breach her right to respect for her home, as provided in Article 8 of the Convention, which reads as follows:

“1. Everyone has the right to respect for ... his home ...

2. There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others.”

A. Admissibility

38. The Court notes that this complaint is neither manifestly ill-founded nor inadmissible on any other grounds listed in Article 35 of the Convention. It must therefore be declared admissible.

B. Merits

1. The parties' submissions

39. The applicant submitted that the eviction order, if enforced, would constitute an interference with her right to respect for her home and that such interference would not pursue a legitimate aim. She argued that the land where the house was situated had not been developed by SOCAR since 1962 and that the Government had failed to show that it was urgently needed for public use. She further complained that the domestic courts had not examined the proportionality of the impugned measure and had failed to take into account the consideration that she and her daughter would become homeless if they were evicted.

40. The Government argued that the public authorities' interference with the applicant's right to respect for her home had been necessary in a democratic society in the interests of the economic well-being of the country and that it had been in line with the domestic legislation.

2. The Court's assessment

41. The Court reiterates that the concept of “home” within the meaning of Article 8 is not limited to premises which are lawfully occupied or which have been lawfully established. It is an autonomous concept which does not depend on classification under domestic law. Whether or not particular premises constitute a “home” which attracts the protection of Article 8 will depend on the factual circumstances, namely the existence of sufficient and continuous links with a specific place (see *Yevgeniy Zakharov v. Russia*, no. 66610/10, § 30, 14 March 2017).

42. The Court notes that the applicant lived in the house in question with her daughter after purchasing it in July 2007. Therefore, the house was the applicant's home within the meaning of Article 8 of the Convention.

43. By the date of the latest information provided to the Court the applicant had not yet been evicted (see paragraph 11 above). Furthermore, the applicant, whose duty is to keep the Court informed of any relevant developments, has not claimed to date that the eviction order had been enforced after 2015. Therefore, the Court will examine the case taking the position that the said order has not yet been enforced. Notwithstanding this, the eviction order was upheld by a final court decision and became enforceable (see paragraph 10 above), and it does not appear that the applicant had any further legal recourse against it. Accordingly, the Court has no reason to doubt that there has been an interference with the applicant's right to respect for her home.

44. The applicant's eviction from the house in question was ordered by the domestic courts under the legal provisions regulating unauthorised constructions and return of squatted lands to their owners or lawful users. The national courts relied, *inter alia*, on Article 180 of the Civil Code and Article 111 of the Land Code. The Court, noting that its power to review compliance with domestic law is limited, is thus satisfied that the national courts' decisions ordering the applicant's eviction were in accordance with domestic law. The Court further notes that even though the Government argued that the interference in question "had been necessary ... in the interests of the economic well-being of the country", in the circumstances of the present case, the Court considers it more appropriate that the interference pursued the legitimate aim of protecting the rights of Azneft.

45. It therefore remains to be determined whether the interference was proportionate to the aim pursued and thus "necessary in a democratic society".

46. Under the Court's well-established case-law, since the loss of one's home is the most extreme form of interference with the right to respect for the home, any person at risk in this regard – whether or not the person belongs to a vulnerable group – should in principle be able to have the proportionality of the measure determined by an independent tribunal in the light of the relevant principles under Article 8 of the Convention. The factors likely to be of prominence in this regard, when it comes to illegal construction, are whether or not the home was established unlawfully, whether or not the persons concerned established the home while knowing that it was unlawful, what is the nature and degree of the illegality at issue, what is the precise nature of the interest sought to be protected by the demolition, and whether suitable alternative accommodation is available to the persons affected by the demolition. Another factor could be whether there are less severe ways of dealing with the case; the list is not exhaustive. Therefore, if the person concerned contests the proportionality of the

interference on the basis of such arguments, the courts must examine them carefully and give adequate reasons in relation to them (see *McCann v. the United Kingdom*, no. 19009/04, § 50, ECHR 2008; *Yordanova and Others v. Bulgaria*, no. 25446/06, § 118 (iv) *in fine*, 24 April 2012; and *Ivanova and Cherkezov*, cited above, § 53).

47. The Court observes that in the present case, while ordering the demolition of the house and the applicant's eviction, the domestic courts focused exclusively on the fact that it was an unauthorised construction built on State-owned land (compare *Bagdonavicius and Others*, cited above, § 102). Even though the applicant argued in her appeals that the house in question was her only home and that she and her daughter would become homeless if they were to be evicted as they had no means to buy another house, the domestic courts entirely ignored this point and failed to weigh the competing interests against each other (contrast *Kaminskas v. Lithuania*, no. 44817/18, § 64, 4 August 2020).

48. Furthermore, proportionality in cases such as the present one is inextricably linked to the use for which the authorities seek to recover the land. In the present case, neither Azneft, in its claim brought before the domestic courts, nor the Government, in their submissions, argued that the land was urgently needed for petroleum operations or any other development purposes (compare *Yordanova and Others*, cited above, § 127).

49. Therefore, the proceedings in the instant case did not meet the above-mentioned procedural requirements set out in paragraph 46.

50. The Government have not argued that the applicant could have obtained a proper examination of the proportionality of her eviction by using other remedies under domestic law. It is true that domestic law provided in general for the possibility to request the courts to delay the enforcement of a final judgment or for the bailiffs to postpone the execution of a judgment (see paragraphs 16-17 above). However, in the absence of convincing arguments of the pertinence of this possibility, supported by references to relevant case-law, the Court cannot but conclude that even if the applicant had used this avenue, all she could have obtained would be a temporary reprieve from the effects of the eviction order rather than a comprehensive examination of its proportionality (compare *Ivanova and Cherkezov*, cited above, § 57).

51. Finally, it has not been claimed either that there was a procedure to consider alternative housing accessible to the applicant. Moreover, the applicant does not appear to belong to any specific category of persons who had the right to apply for provision of housing, free of charge or at an affordable price, by the State authorities (see paragraphs 19-21 above). The Government have not argued that a temporary stay at a social shelter (see paragraph 22 above), in the absence of any procedure for exploring possibilities for alternative accommodation, could be seen as a solution

satisfying the proportionality requirement in the particular circumstances of the present case.

52. In such circumstances, the applicant was not afforded a procedure enabling her to obtain an adequate review of the proportionality of the interference, that is, her eviction from the house in question, in the light of her personal circumstances.

53. The Court therefore finds that there would be a breach of Article 8 of the Convention if the eviction order were to be enforced without such a review.

III. APPLICATION OF ARTICLE 41 OF THE CONVENTION

54. Article 41 of the Convention provides:

“If the Court finds that there has been a violation of the Convention or the Protocols thereto, and if the internal law of the High Contracting Party concerned allows only partial reparation to be made, the Court shall, if necessary, afford just satisfaction to the injured party.”

A. Damage

55. The applicant claimed, without submitting any supporting documents, 120,000 euros (EUR) in respect of pecuniary damage, which according to her was the estimated value of the house. She also claimed EUR 10,000 in respect of non-pecuniary damage.

56. The Government submitted that no compensation could be awarded to the applicant for pecuniary or non-pecuniary damage since the demolition order had not been enforced. They also contended that the applicant had failed to submit any documents to support her claim for pecuniary damage.

57. In the present case, an award of compensation can only be made on the basis of a breach of Article 8 of the Convention. However, that breach will only take place if the decision ordering the applicant's eviction is enforced. The applicant has not informed the Court of any developments since 2015 and at that time the eviction order had not been enforced. The finding of a violation is therefore sufficient just satisfaction for any non-pecuniary damage suffered by the applicant (see *Yordanova and Others*, § 171, and *Ivanova and Cherkeзов*, § 85, both cited above).

B. Costs and expenses

58. The applicant also claimed 3,000 Azerbaijani manats (AZN) for the costs and expenses incurred before the domestic courts and before the Court. She also claimed AZN 100 for postal expenses.

59. The Government submitted that the applicant had failed to present any documentary evidence in respect of the amounts claimed.

60. The Court firstly notes that Mr F. Agayev did not represent the applicant in the domestic proceedings. Moreover, under Rule 60 of the Rules of Court, all claims for just satisfaction must be itemised and submitted in writing together with any relevant supporting documents, failing which the Chamber may reject the claim in whole or in part. In the present case, the claims were neither itemised nor supported by any documentary evidence. The Court therefore rejects the applicants' claims in respect of costs and expenses (compare *Malik Babayev v. Azerbaijan*, no. 30500/11, § 97, 1 June 2017).

FOR THESE REASONS, THE COURT, UNANIMOUSLY,

1. *Declares* the complaint under Article 8 of the Convention admissible and the remainder of the application inadmissible;
2. *Holds* that there would be a violation of Article 8 of the Convention if the eviction order were to be enforced without a proper review of its proportionality in the light of the applicant's personal circumstances;
3. *Holds* that the finding of a violation constitutes in itself sufficient just satisfaction for the non-pecuniary damage sustained by the applicant;
4. *Dismisses* remainder of the applicant's claim for just satisfaction.

Done in English, and notified in writing on 18 November 2021, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

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Martina Keller
Deputy Registrar

Síofra O'Leary
President