



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

SECOND SECTION

CASE OF NAFORNIȚA v. THE REPUBLIC OF MOLDOVA

(Application no. 49066/12)

JUDGMENT

Art 8 • Home • Domestic court's failure to weigh up competing interests at stake in ordering applicants' eviction from State-owned apartment after living in it for more than eleven years • Cumulative procedural issues

Prepared by the Registry. Does not bind the Court.

STRASBOURG

16 January 2024

FINAL

16/04/2024

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

In the case of Nafornița v. the Republic of Moldova,

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

Arnfinn Bårdsen, *President*,

Jovan Ilievski,

Egidijus Kūris,

Pauliine Koskelo,

Frédéric Krenç,

Davor Derenčinović, *judges*,

Valeriu Grițco, *ad hoc judge*,

and Hasan Bakırcı, *Section Registrar*,

Having regard to:

the application (no. 49066/12) against the Republic of Moldova lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by four Moldovan nationals, Mr Iurie Nafornița, Mrs Albina Nafornița, Ms Alina Nafornița and Mr Andrei Nafornița (“the applicants”), on 26 July 2012;

the decision to give notice to the Moldovan Government (“the Government”) of the complaints concerning the applicants’ eviction, insufficient reasons given in the judgments and inconsistent case-law of the Supreme Court of Justice, and to declare the remainder of the application inadmissible;

the withdrawal from the case of Ms Diana Sârcu (Rule 28 of the Rules of Court), the judge elected in respect of the Republic of Moldova, and the appointment by the President of Mr Valeriu Grițco to sit as *ad hoc* judge (Rule 29 § 2);

the parties’ observations;

Having deliberated in private on 5 December 2023,

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

INTRODUCTION

1. The case concerns the applicants’ eviction from an apartment after more than eleven years of living there and the alleged failure of the courts to properly weigh the competing interests when ordering their eviction. It also concerns the allegedly divergent case-law of the Supreme Court of Justice concerning the above issue. The applicant complains of a violation of Articles 6 and 8 of the Convention as well as Article 1 of Protocol No. 1.

THE FACTS

2. The applicants’ details are set out in the appendix. The applicants were represented by Mr C. Mihăilă, a lawyer practising in Chișinău.

3. The Government were represented by their Agent at the time, Mr O. Rotari.

4. The facts of the case may be summarised as follows.

5. Since 1978 the State Institute of Arts (“the SIA”) – which in September 2002 became the Academy of Music, Theatre and Plastic Arts (“the Academy”) – had been managing a building, owned by the State, to be used as a hostel (*cămin*) for its staff (“the hostel”).

6. On 3 August 1995, with the aim of speeding up the process of privatisation of the housing fund, the Chișinău Municipality decided to change the legal status of fourteen hostels, including the one in which the applicants lived, to that of an apartment block (*bloc locativ*). It also decided that the respective Chișinău district authorities (*preturile de sector*) would issue occupancy vouchers for the housing units concerned, on the basis of requests made by companies, organisations, institutions and tenants living in the hostels. An appeal lodged in 2005 by the Academy against that decision was dismissed by the Chișinău Court of Appeal on 16 March 2007.

7. On 15 February 2000 the first applicant, a doctor without alternative accommodation, signed a contract with the Head of the SIA whereby he undertook to provide SIA staff and students with medical consultations and first-aid services at the hostel. In exchange, he and his family obtained the use of a two-room apartment in the hostel “for as long as medical services were provided at the [hostel], with payment of utility bills at the same rate as [SIA] staff”. From that date on, the first applicant paid the utility bills for using the apartment directly to the SIA (and later the Academy) in accordance with the contract.

8. On 2 February 2001 the SIA asked the local authority to issue two of its staff members, including the first applicant, with registration of their permanent residence (*viza de reședință*) in its hostel (in the first applicant’s case, in apartment no. 69). On 14 February 2001 the SIA issued the applicants with occupancy voucher (*bon de repartiție*) no. 69 for apartment no. 69 in the hostel.

9. On 27 June 2001 the head of the SIA hired the second applicant as a cleaner at the hostel.

10. Over the years the building had accumulated some serious maintenance problems such as a leaking roof and water pipes. Having asked the SIA administration repeatedly to undertake the necessary repairs but without success, the occupants of the apartments in the building (including the applicants) paid for the repairs themselves.

11. On 17 January 2006 a group of more than seventy people, including the applicants, lodged a claim in court seeking an order for the Academy to request the competent district authority to issue occupancy vouchers for the apartments in the hostel in which they lived.

12. On 18 October 2006 the Buiucani District Court made that order. On 20 February 2007 the Chișinău Court of Appeal quashed that judgment for

procedural reasons and remitted the case for re-examination, recommending that the complaints be examined separately for each family. The case was subsequently split into a number of separate cases. In the applicants' separate case they relied, *inter alia*, on Article 8 of the Convention and noted that they had lived in the apartment for over ten years, during which time no one had ever challenged the lawfulness of their presence there. In any event, under Article 50 of the Housing Code (see paragraph 19 below), the validity of an occupancy voucher could only be challenged within three years of its being issued. There had been no judicial decision annulling occupancy voucher no. 69 in the first applicant's name. Moreover, they argued that under Article 904 of the Civil Code (see paragraph 18 below), the tacit continuation of the rental relationship with the Academy implied the conclusion of a rental agreement for an indefinite period. The applicants also argued that the relevant building had the status of an apartment block and not a block of service apartments.

13. On 30 April 2009 the Buiucani District Court found for the applicants and ordered the Academy to request an occupancy voucher from the competent district authority. The Academy appealed against that judgment some thirteen months later. On 16 February 2011 the Court of Appeal again quashed the judgment and remitted the case for re-examination.

14. On 4 July 2011 the Buiucani District Court again allowed the applicants' claim. That judgment was upheld on 9 November 2011 by the Chișinău Court of Appeal, which found, *inter alia*, that the occupancy voucher in the first applicant's name had not been annulled and that the Academy had concluded a rental agreement with him for that apartment.

15. The Academy appealed. Before the Supreme Court of Justice, the applicants submitted examples of that court's own case-law whereby it had upheld lower courts' judgments ordering the Academy to request occupancy vouchers in situations virtually identical to their own (see paragraph 21 below).

16. On 13 June 2012 the Supreme Court of Justice quashed the lower courts' judgments and adopted a new one, rejecting the applicants' claims as unfounded, referring to Articles 46, 50, 94, 103 and 112 of the Housing Code (see paragraph 19 below). In reaching that decision, the court found that it had been proved "with certainty" that neither of the applicants had ever been in an employment relationship with the SIA: the contract with the first applicant and the hiring of the second applicant (see paragraphs 7 and 9 above) could not be taken into account since there was no evidence in the file that either of them had ever carried out the work stipulated in those documents. Accordingly, they had not obtained their apartment owing to their employment relationship with the SIA, "but received [it] on a temporary basis and [were] under an obligation to vacate it at the request of the owner/administrator [the SIA]". It also found that in the absence of any

employment relationship between the applicants and the SIA, their occupation of that apartment was based on a housing rental agreement. The court also accepted the Academy's counterclaim and ordered the applicants' eviction from the apartment, without providing them with any alternative accommodation. It relied on Articles 94 and 103 of the Housing Code (see paragraph 19 below).

17. On 5 November 2012 enforcement proceedings were instituted against the applicants, who abided by the judgment of 13 June 2012 and left the apartment.

RELEVANT LEGAL FRAMEWORK AND PRACTICE

I. RELEVANT DOMESTIC LAW

18. Under Article 904 of the Civil Code, as in force at the relevant time, if the rental relationship continues tacitly after the end of the rental contract, the latter is considered to have been extended for an indefinite period. The renter has the priority in signing a new rental contract, if he/she observed the previous one and agrees to the terms of the new contract.

19. The relevant provisions of the Housing Code, as in force at the time of the events, provided as follows.

Under Article 46, apartments included in the companies' and organisations' (departmental) housing fund were to be allocated by a joint decision of the administration and trade union of the relevant company, institution or organisation and approved by the local authority.

Under Article 50, apartments included in the State social housing fund were to be allocated on the basis of an occupancy voucher, which was the only lawful ground for moving into an apartment.

Under Article 51, an occupancy voucher could only be annulled by a court decision if the person concerned had submitted incorrect information, if the rights of other persons to the same dwelling had been breached, if officials had acted unlawfully in deciding to issue the occupancy voucher, or in other cases where the manner and conditions for issuing an occupancy voucher had not been observed. The voucher could be annulled within three years from being issued. No such time-limit existed in the case of an occupancy voucher issued as a result of the unlawful actions of the beneficiaries of such a voucher.

Under Article 94, eviction from a dwelling included in either the social or the State housing funds was allowed only on the grounds provided by law and only by a court judgment.

Under Article 103, persons who occupied a dwelling without authorisation were to be evicted without being provided with alternative accommodation, in the manner provided for in Article 94.

Under Article 112, rooms could be distributed in hostels to workers, students and pupils for the duration of their work or studies.

20. The relevant provisions of the Law on privatisation of the housing fund (no. 1324-XII of 10 March 1993), provides as follows.

Under Article 5, citizens of the Republic of Moldova can buy or obtain for free into private property the dwellings in which they live and which belong to the State.

Under Article 11, any citizen wishing to buy or obtain for free a dwelling shall lodge a written request to the competent authority, which will determine the price and adopt a decision within two months.

Under Article 12, the contract for the sale of the dwelling into private property shall be certified by a notary public, registered with the competent cadastre office and serves as title of private property.

II. RELEVANT DOMESTIC PRACTICE

21. In several judgments handed down during 2009 and 2010, the Supreme Court of Justice found in favour of a number of individuals who were seeking an order for the Academy to request occupancy vouchers from the relevant local authority in respect of the same apartment building in which the applicants resided. In two of the cases (cases nos. 2ra-2436/09 and 2ra-2051/09), the court expressly noted that the persons concerned were still working for various institutions attached to the Ministry of Culture and Tourism (“the Ministry”), including the Academy.

A third judgment (case no. 2ra-2365/09) did not mention anything about an employment relationship with the Ministry. The Supreme Court of Justice found that the person concerned “live[d] since 2002 in the apartment block ..., having been housed there on the basis of a rental contract and having obtained subsequently an occupancy voucher from the [SIA]”.

In the last one (case no. 2ra-1284/10) the Academy had argued that the people living in the apartment had not had any employment relationship with the Ministry and had had no legal basis for occupying the apartment. The court dismissed that argument, relying on the fact that the persons concerned by that case had been housed in the relevant apartment on the basis of a rental agreement had moved into the relevant apartment with the permission of, and on the basis of an occupancy voucher issued by, the Academy’s administration.

THE LAW

III. ALLEGED VIOLATION OF ARTICLE 8 OF THE CONVENTION

22. The applicants complained that their eviction from the apartment in which they had been living had breached their rights guaranteed under Article 8 of the Convention, which reads as follows:

“1. Everyone has the right to respect for his private and family life, his home and his correspondence.

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

23. 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

24. The applicants submitted that they had moved into their apartment lawfully, on the basis of an occupancy voucher issued by the SIA administration. They had lived there for over eleven years, paying utility bills and rent to the SIA (and then the Academy). They had paid significant repair costs for the roof and the heating pipe system, for example. For approximately eight years the Academy had not only tolerated the applicants' presence in the apartment but had assisted them in obtaining registration of their permanent residence there. Neither the occupancy voucher nor the permanent residence had ever been annulled.

25. The Government argued that since the applicants had neither any property rights nor a “legitimate expectation” of obtaining any, they had had no right to continue living in the disputed apartment once the employment relationship between the first applicant and the Academy had ceased. Moreover, the authorities had needed to use the housing space, to be used in the public interest. Therefore, the courts had struck a fair balance between the competing interests involved.

2. *The Court's assessment*

(a) General principles

26. The Court reiterates that the concept of “home” is of central importance to an individual’s identity, self-determination, physical and mental integrity, maintenance of relationships with others and a settled and secure place in the community (see, among other authorities, *Vinniychuk v. Ukraine*, no. 34000/07, § 47, 20 October 2016). Loss of one’s home is a most extreme form of interference with the right to respect for the home (see, among other authorities, *McCann v. the United Kingdom*, no. 19009/04, § 50, 13 May 2008).

27. The Court further reiterates that, whether the case is analysed in terms of a positive duty on the State or in terms of an interference by a public authority which needs to be justified in accordance with paragraph 2, the applicable principles are broadly similar. In both contexts regard must be had to the fair balance that has to be struck between the competing interests of the individual and of the community as a whole. Furthermore, even in relation to the positive obligations flowing from the first paragraph of Article 8, in striking the required balance the aims mentioned in the second paragraph may be of a certain relevance (see *Moreno Gómez v. Spain*, no. 4143/02, § 55, ECHR 2004-X, and *Paketova and Others v. Bulgaria*, nos. 17808/19 and 36972/19, § 150, 4 October 2022).

28. The Court’s task is not to take the place of the domestic authorities in determining the most appropriate way of proceeding in a particular case, but rather to review under the Convention the decisions that the authorities have taken in the exercise of their powers of appreciation (see *Novoseletskiy v. Ukraine*, no. 47148/99, § 79, ECHR 2005-II (extracts)).

(b) Application of the above principles to the present case

(i) *Whether there has been an interference with the applicants’ right to respect for their home*

29. The Court has consistently held that the concept of “home” within the meaning of Article 8 is not limited to those premises which are lawfully occupied or which have been lawfully established. “Home” is an autonomous concept which does not depend on classification under domestic law. Whether or not a particular premises constitutes a “home” which attracts the protection of Article 8 § 1 will depend on the factual circumstances, namely, the existence of sufficient and continuous links with a specific place (*Jansons v. Latvia*, no. 1434/14, § 52, 8 September 2022 with further references therein).

30. The Court notes that the Government have not disputed that the applicants had lived in the relevant apartment for almost twelve years and had no other accommodation. Accordingly, the apartment was their “home” within the meaning of Article 8. Moreover, the applicants were evicted from

their home following an eviction procedure started in November 2012 (see paragraph 17 above), which clearly constituted an interference with their right guaranteed under Article 8 (see *Alif Ahmadov and Others v. Azerbaijan*, no. 22619/14, § 58, 4 May 2023).

(ii) Whether the interference was prescribed by law and pursued a legitimate aim

31. The Court notes that the Supreme Court of Justice relied on two specific provisions of domestic law (Article 94 of the Housing Code, as in force at the relevant time, which set out the procedure for eviction, and Article 103, which deals with the unauthorised occupation of a dwelling; see paragraphs 16 and 19 above). It also referred to Article 46 of the same Code, dealing with the distribution of apartments belonging to the company and organisation (departmental) housing fund, Article 50 of the Code, dealing with the distribution of apartments in the local public administration housing fund and Article 112 of the Code, dealing with the temporary distribution of rooms in hostels (see paragraph 16 above). However, it did not specify which of the rules concerning these types of housing, if any, was applicable in the applicants' case.

32. The Court notes that Article 103 of the Housing Code refers to the unauthorised occupation of a dwelling as grounds for evicting its occupants. However, it was never in dispute before the domestic courts that the applicants had moved into the apartment with the authorisation of the SIA administration, which had issued them with an occupancy voucher, as well as supporting them with the registration of their permanent residence in the apartment (see paragraph 8 above).

33. It can also be assumed that the Supreme Court of Justice effectively found that the occupancy voucher issued by the SIA administration in the applicants' names was null and void. However, Article 51 of the Housing Code provided for a three-year time-limit for annulling an occupancy voucher (see paragraph 19 above), a period which had clearly expired in the present case. That provision made an exception to the three-year limitation period in the case of an occupancy voucher issued as a result of unlawful actions on the part of those in whose favour it had been issued. However, the Supreme Court of Justice did not find that the applicants had acted unlawfully, nor was this the subject of the court proceedings. It simply noted that, in the absence of any employment relationship with the SIA, the applicants were occupying the apartment temporarily, on the basis of a rental agreement (see paragraph 16 above). The Court further notes that neither the occupancy voucher in the applicants' name, nor the registration of their permanent residence in the apartment, was annulled.

34. In such circumstances, it is unclear how Article 103 of the Housing Code could have provided a legal basis for the applicants' eviction in the absence of any finding that they had acted unlawfully.

35. At the same time, reiterating that its power to review compliance with domestic law is limited (see *Allan Jacobsson v. Sweden (No. 1)*, 25 October 1989, § 57, Series A no. 163, and *Vrzić v. Croatia*, no. 43777/13, § 62, 12 July 2016), the Court will not take a definitive view in this respect, but will instead take into account the above findings in its review of the proportionality of the interference with the applicants' rights.

36. The interference in question can be regarded as having pursued the legitimate aim of protecting the rights of others, namely those of the Academy and, implicitly, of those of its staff members who had the right to obtain accommodation from the Academy.

(iii) *Whether the interference was "necessary in a democratic society"*

37. The central question in this case is, therefore whether the interference was proportionate to the aim pursued and thus "necessary in a democratic society".

38. The Court recalls its case-law developed in *Vrzić* (cited above, § 67), namely that the principle that any person at risk of losing his or her home should be able to have the proportionality of the measure determined by an independent tribunal does not automatically apply in cases where possession is sought by a private individual or enterprise. On the contrary, the balance between the interests of the private individual or enterprise and the residential occupier may be struck by legislation which has the purpose of protecting the Convention rights of the parties concerned (*ibid.*, § 67). Since the administrator of the apartment in the present case, namely the Academy, was a State institution and administered the building in the State's name, this case-law is not applicable here. Therefore, since relevant arguments concerning the proportionality of the interference have been raised by the applicants in domestic judicial proceedings, the domestic courts had to examine them in detail and provide adequate reasons (*Faulkner and McDonagh v. Ireland* (dec.), nos. 30391/18 and 30416/18, §§ 94-96, 8 March 2022).

39. In this connection the Court again refers to the absence in the domestic courts' judgments of any finding that the applicants had acted unlawfully. On the contrary, the first applicant had a contract with the SIA and was referred to as a staff member in the letter to the local authority in support of the applicants' request to register their permanent residence in the apartment (see paragraph 8 above); the applicants had moved into the apartment with the agreement of the SIA administration supported by an occupancy voucher, which, under Article 50 of the Housing Code (see paragraph 19 above), was the only legal basis for moving into an apartment; the applicants had lived in the apartment for more than eleven years, and had paid utility bills to the administration of the SIA and subsequently the Academy; there is nothing in the file to show that they were ever warned about the temporary nature of their occupancy.

40. Having found that the applicants had in fact never worked for the SIA, the Supreme Court of Justice established that they were simply renting the apartment and had to move out at the request of the building's administrator. In this connection, it is noted that from the case-law submitted by the applicants (see paragraph 21 above) that in two cases decided in 2009 and 2010 (no. 2ra-2365/09 and no. 2ra-1284/10) the Supreme Court of Justice established that the persons concerned had moved into their apartments on the basis of a rental agreement with the Academy and obtained occupancy vouchers from it. In those two cases the court did not examine the issue whether the persons concerned had ever worked for the Academy, even though in the case no. 2ra-1284/10 it is clear that the Academy argued the absence of any relationship with the person concerned. The fact that the Supreme Court of Justice did not comment on that issue could suggest that it viewed the presence or absence of a work relationship with the Academy as irrelevant to the issue of whether the person had the right to continue residing in the apartment and to obtain an occupancy voucher for it. Despite being presented with this case-law, the same court rejected an identical claim from the applicants in the present case, relying primarily on the fact that the applicants had never worked for the Academy."

41. The Court finds that the domestic court gave no consideration to the fact that the applicants had no other place to live and would find themselves on the street after more than a decade of living lawfully in the apartment and not only paying the rent and utility bills, but also paying for substantial repairs which the building's management had neglected to carry out for years (see paragraph 10 above). At the same time, no analysis was made of the competing interests, namely whether and to what extent the Academy needed housing for its staff, whether its other staff had alternative accommodation and whether the Academy had other apartments to offer to its staff. This lack of analysis is even more obvious in the light of the fact that the Supreme Court of Justice was aware of its own decision in a very similar case where it had found in favour of persons making claims virtually identical to those of the applicants (see paragraph 15 above). It did not distinguish that case from the present one in any manner but arrived at the opposite solution.

42. In other words, the Supreme Court of Justice did not weigh up the competing interests at stake, limiting itself to the finding that the building administrator had asked the applicants to leave. Together with the procedural issues mentioned above (see paragraphs 31-34 above), namely that the occupancy voucher was not annulled and that the applicants were never found to have acted in an unlawful manner, yet were evicted on the basis of a provision referring to unauthorised occupation of a dwelling, as well as the confusing reference to provisions concerning different types of housing without specifying which provision applied in the present case (see

paragraph 31 above) and the reliance on an element (existence of a work relationship with the Academy) which had previously not influenced the same court's decisions in two virtually identical situations (see paragraph 40 above), these considerations are sufficient to enable the Court to conclude that there has been a breach of Article 8 of the Convention in the present case.

IV. OTHER ALLEGED VIOLATIONS OF THE CONVENTION

A. Complaints under Article 6 § 1 of the Convention

43. The applicants complained that the Supreme Court of Justice had not given sufficient reasons for its judgment and that it had failed to carry out its role of unifying judicial practice by departing from its own previous case-law concerning the same issue. They relied on Article 6 § 1 of the Convention, which reads as follows:

“In the determination of his civil rights and obligations ... everyone is entitled to a fair ... hearing ... by [a] ... tribunal ...”

44. The Government submitted that the domestic courts had given ample reasons and that the applicants were in fact seeking to have their case re-examined.

45. The Court notes that the part of the complaint concerning the insufficient reasoning is subsumed by the complaint under Article 8, which it has already examined.

46. As for the complaint about the divergent case-law of the Supreme Court of Justice, the Court notes that the applicants submitted four examples of such case-law. Three of those cases can be distinguished from the present application in that the Supreme Court of Justice either did not examine the issue of the existence of a work relationship between the relevant persons and the SIA/Academy or noted that they had actually worked for those institutions (see paragraph 21 above). The Supreme Court of Justice expressed doubts as to the existence of a work relationship between the applicants and SIA. The lone example where the persons living in an apartment rented from SIA/the Academy were not employed by an institution attached to the Ministry won their case does not suffice to establish the existence of “profound and long-standing differences” in the case-law of the Supreme Court of Justice (see, for instance, *Lupeni Greek Catholic Parish and Others v. Romania* [GC], no. 76943/11, § 116, 29 November 2016 and *Svilengačanin and Others v. Serbia*, nos. 50104/10 and 9 others, § 79, 12 January 2021).

47. In view of the foregoing, the Court finds that the applicant's complaint under Article 6 § 1 of the Convention must be rejected as manifestly ill-founded, pursuant to Article 35 §§ 3 (a) and 4 of the Convention.

B. Complaint under Article 1 of Protocol No. 1 to the Convention

48. The applicants complained of a breach of Article 1 of Protocol No. 1 to the Convention, claiming a property right to the apartment in which they lived, based on the occupancy voucher issued to them.

49. The Court notes that the proceedings initiated by the applicants at the domestic level aimed at obliging the Academy to make the relevant request to the local public authorities, so that the latter issue an occupancy voucher to the applicants. Without this prior step they could not initiate the procedure for privatising (buying from the State) the apartment. Therefore, the domestic authorities, and eventually the courts, could not be asked to examine the issue of the applicants' property right unless and until they had obtained their occupancy voucher from the local public administration, as a result of the proceedings examined in this case.

50. In such a situation, where the domestic authorities were not asked to sell the apartment to the applicant, and the courts have not yet examined any eventual complaint about the refusal to register their property right, the Court finds that the complaint is premature. It must therefore be rejected pursuant to Article 35 §§ 1 and 4 of the Convention.

V. APPLICATION OF ARTICLE 41 OF THE CONVENTION

51. 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

52. The applicants claimed 19,000 euros (EUR) in respect of pecuniary damage and EUR 12,000 in respect of non-pecuniary damage. They referred to the value of the apartment and the suffering caused to them during the years they had spent fighting for their rights.

53. The Government submitted that no award in respect of pecuniary damage should be made in the absence of a violation of the applicants' rights. They further argued that the applicants' claim in respect of non-pecuniary damage was unsubstantiated and exaggerated.

54. The Court does not discern any causal link between the violation found and the pecuniary damage alleged; it therefore rejects this claim. However, it awards the applicants jointly EUR 4,500 in respect of non-pecuniary damage, plus any tax that may be chargeable.

B. Costs and expenses

55. The applicants also claimed EUR 2,200 for the costs and expenses incurred before the Court.

56. The Government noted that the applicants had not submitted copies of either a legal assistance contract or a list of hours spent by the lawyer on the case.

57. According to the Court's case-law, an applicant is entitled to the reimbursement of costs and expenses only in so far as it has been shown that these were actually and necessarily incurred and are reasonable as to quantum (see, for instance, *L.B. v. Hungary* [GC], no. 36345/16, § 149, 9 March 2023). In the present case, regard being had to the documents in its possession and the above criteria, the Court rejects the claim for costs and expenses since the applicants submitted no evidence of any of the expenses claimed.

FOR THESE REASONS, THE COURT, UNANIMOUSLY,

1. *Declares* the complaint under Article 8 admissible, and the remainder of the application inadmissible;
2. *Holds* that there has been a violation of Article 8 of the Convention;
3. *Holds*,
 - (a) that the respondent State is to pay the applicants jointly, within three months from the date on which the judgment becomes final in accordance with Article 44 § 2 of the Convention, EUR 4,500 (four thousand five hundred euros), to be converted into the currency of the respondent State at the rate applicable at the date of settlement, plus any tax that may be chargeable, in respect of non-pecuniary damage;
 - (b) that from the expiry of the above-mentioned three months until settlement simple interest shall be payable on the above amount at a rate equal to the marginal lending rate of the European Central Bank during the default period plus three percentage points;
4. *Dismisses* the remainder of the applicants' claim for just satisfaction.

NAFORNIȚA v. THE REPUBLIC OF MOLDOVA JUDGMENT

Done in English, and notified in writing on 16 January 2024, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Hasan Bakırcı
Registrar

Arnfinn Bårdsen
President

APPENDIX

List of applicants:

No.	Applicant's name	Year of birth	Nationality	Place of residence
1.	Iurie NAFORNIȚA	1968	Moldovan	Ciorescu
2.	Albina NAFORNIȚA	1967	Moldovan	Chișinău
3.	Alina NAFORNIȚA	1992	Moldovan	Chișinău
4.	Andrei NAFORNIȚA	1998	Moldovan	Chișinău