



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

1959 · 50 · 2009

FIRST SECTION

CASE OF BUBIĆ v. CROATIA

(Application no. 23677/07)

JUDGMENT

STRASBOURG

9 July 2009

FINAL

06/11/2009

This judgment may be subject to editorial revision.

In the case of Bubić v. Croatia,

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

Christos Rozakis, *President*,

Nina Vajić,

Anatoly Kovler,

Elisabeth Steiner,

Khanlar Hajiyev,

Dean Spielmann,

George Nicolaou, *judges*,

and Søren Nielsen, *Section Registrar*,

Having deliberated in private on 18 June 2009,

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

PROCEDURE

1. The case originated in an application (no. 23677/07) against the Republic of Croatia lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by a Croatian national, Mr Gorki Bubić (“the applicant”), on 23 April 2007.

2. The applicant was represented by Mr T. Vukičević, a lawyer practising in Split. The Croatian Government (“the Government”) were represented by their Agent, Mrs Š. Stažnik.

3. On 26 March 2008 the President of the First Section decided to communicate the complaint concerning the applicant’s right to peaceful enjoyment of his possessions to the Government. It was also decided to examine the merits of the application at the same time as its admissibility (Article 29 § 3).

THE FACTS

I. THE CIRCUMSTANCES OF THE CASE

4. The applicant was born in 1945 and lives in Povelja on Brač island.

Background of the case

5. The applicant was an employee of a company, Ceming, in Solin. Sometime in 1988 another employee of the same company, Z.G., moved

into a flat in Split, Pujanke, owned by the company Ceming and measuring 77.38 square metres.

6. On 6 June 1988 the company Ceming as the owner of the flat instituted administrative proceedings seeking Z.G.'s eviction on the ground that Z.G. had broken into the flat and moved in without any legal basis. The relevant part of the eviction request reads:

“Z.G. moved into the flat without any authorisation, without a contract on the use of the flat or any other valid basis for entering the flat, by breaking the door ...”

7. A decision ordering the eviction of Z.G. was issued on 27 June 1988 by the Split Municipality, Committee for Urbanism, Construction, Property and Housing (“the Split Housing Committee”). The parties were, however, not able to submit a copy of this decision because the case file had been lost. It was referred to in the submissions filed by Ceming with the Split State Attorney's Office on 6 September 1989. The relevant part of these submissions reads:

“Z.G. moved into the flat without any authorisation, without a contract on the use of the flat or any other valid basis for entering the flat, by breaking the door ...”

In view of the above [Ceming] instituted administrative proceedings with the Split Municipality, Committee for Urbanism, Construction, Property and Housing, and that Committee ordered the eviction of Z.G. from the flat in question in its decision of 27 June 1988 ...”

8. On 8 May 1989 the company Ceming allocated to Z.G. another flat in Split, in the same apartment building, measuring 54,18 square metres.

9. The decision of 8 May 1989 was annulled as illegal on 8 January 1990 by the Split Employment Court. It found that Z.G. had a house where he lived with his family. The relevant part of this decision reads:

“According to the statement of participant Z.G. and a report of the on-site visit carried out by the Commission of the respondent this court has established that the participant, together with his family, lives in a one-storey family house located in Klis. According to Z.G., the ground floor comprises two rooms, a kitchen, bathroom and toilet, measuring in all fifty square metres while the first floor, measuring about forty square metres, comprises two more rooms and an additional space. It is undisputed that the first floor is in the exclusive ownership of Z.G., while the ground floor, again according to Z.G., is in his co-ownership in 5/8 together with his mother in 1/8, his brother in 1/8 and the children of his late brother in 1/8. The whole building is in sole and undisturbed possession of Z.G., his spouse, one son and Z.G.'s mother, while his other son rents a flat in Kučine. ...”

10. On 6 December 1990 the company Ceming allocated to the applicant and his family (his wife and three children) a flat in Split, Pujanke, the same one Z.G. had already moved into, consisting of three bedrooms, a living room, a kitchen with a dining room, storage, a bathroom with toilet and a hallway, and measuring 77.38 square metres, by which the applicant acquired a specially protected tenancy of the flat. A note on the allocation decision stated that it became final on 21 September 1990. The flat was

publicly owned and the said company had the right to dispose of it. The applicant and his family could not, however, move into the flat because Z.G. occupied it (see § 5 above).

11. On 28 December 1990 Ceming sought enforcement of the decision of 27 June 1988, namely that the eviction of Z.G. be carried out (see § 7 above). On 15 January 1991 the Split Housing Committee issued an enforcement order against Z.G. on the basis of its decision of 27 June 1988, after which the administrative authorities unsuccessfully attempted on eleven occasions to enforce the eviction order between January 1991 and December 1994.

12. On 3 June 1991 Parliament enacted the Protected Tenancies (Sale to Occupier) Act (*Zakon o prodaji stanova na kojima postoji stanarsko pravo*), which regulated the sale of publicly-owned flats previously let under protected tenancies, giving the right to holders of such tenancies of publicly-owned flats to purchase them from the provider of the flat under favourable conditions. All publicly-owned flats became the property of the municipalities in which they were situated.

13. On an unspecified date in 1991 the applicant brought a civil action in the Split Municipal Court for Z.G.'s eviction. The applicant argued that Z.G. had no title to occupy the flat, while the applicant had been granted a specially protected tenancy of the flat. On 18 July 1991 the applicant's claim was allowed and the court ordered Z.G. to vacate the flat within eight days of the date when the decision became final. The relevant part reads:

"The decision granting the flat to the plaintiff was adopted on 3 December 1990 and it is therefore clear that it could not have become final on 20 September 1990, as is noted on it. ... It is obviously a mistake. However, the fact is that that decision had meanwhile become final because if not, the plaintiff, as a tenant - a holder of a specially protected tenancy - would not have been issued with a decision fixing the amount of the rent for the flat ...

The defendant is using the flat in question without any right to do so. The results of the proceedings show that the flat in question has never been allocated for his use ... Therefore, he has no legal basis to live in the flat in question ..."

However, the judgment was quashed and the case remitted to the Split Municipal Court for a new trial. On 16 July 1993 that court found that it had no jurisdiction in the matter because the applicant had never moved into the flat. This decision was upheld by the Split County Court (*Županijski sud u Splitu*) on 22 October 1993.

14. Meanwhile, in August 1992 Z.G. brought a civil action against the applicant in the Split Municipal Court, seeking the annulment of the decision of 6 December 1990 by which the applicant had been granted the specially protected tenancy of the flat in question. On an unspecified date Z.G. died and his wife, A.G., took over the proceedings.

15. Under the Protected Tenancies (Sale to Occupier) Act the applicant as the buyer and Split Municipality as the seller concluded a contract for the

sale of the said flat on 18 October 1994. A copy of the contract was submitted for approval by the State Attorney's Office. On 21 October 1994 approval was given. It also stated that that approval could not preclude the State Attorney from seeking annulment of the contract.

16. After the applicant had become the owner of the flat in 1994, he became entitled to participate in the administrative proceedings concerning the eviction of Z.G. (see § 11 above). On 4 November 1994 the applicant asked for the eviction order to be carried out. The eviction was scheduled for 19 December 1994 but was not carried out.

17. On 11 January 1995 the Split State Attorney's Office brought a civil action against the applicant and Split Municipality in the Split Municipal Court, seeking annulment of the contract of sale in question. They argued that the applicant had never obtained a protected tenancy of the flat because he had never moved into it.

18. On 27 January 1997 the Split Housing Committee discontinued the enforcement proceedings and annulled the enforcement order of 15 January 1991 (see § 11 above), finding that pursuant to the Constitutional Court's decision of 20 November 1996 by which certain provisions of the Housing Act were revoked, it no longer had jurisdiction in the matter.

19. As regards the civil action brought by the Split State Attorney's Office (see § 17 above), the Municipal Court held in favour of the latter and in its judgment of 10 July 2002 annulled the contract of sale between the applicant and the Split Municipality (see § 15 above). It held that the conditions for acquiring protected tenancy were that there should exist a final and enforceable decision on granting such a tenancy and that the holder of the protected tenancy had moved into the flat concerned. It found that the stamped certificate stating that the decision of 6 December 1990, granting the applicant protected tenancy on the flat at issue, had become final, was obviously erroneous since it bore the date 21 September 1990. It was impossible for a decision of 6 December 1990 to become final three months before it was issued. It concluded as follows:

"... this court considers that the first defendant has never moved into the flat in question and therefore according to the relevant legal provisions has never acquired the status of a holder of a specially protected tenancy. He could not therefore have purchased the flat in question under the provisions of the Specially Protected Tenancy (Sale to Occupier) Act. For that reason this court has not addressed the preliminary question whether the decision on granting the specially protected tenancy had become final, because the criterion for acquiring a specially protected tenancy, namely that the first defendant has moved into the flat, has not been satisfied and thus the first defendant has not acquired the status of a holder of a specially protected tenancy."

20. The judgment was upheld by the Split County Court on 27 August 2004. The relevant part of the judgment reads:

"The findings of the first-instance court that the sale contract concluded on 18 October 1994 between the defendants was null and void are accepted as correct by this court...."

The first-instance court correctly established the following relevant facts:

- that the first defendant had been granted the right to occupy the flat in question by a decision of Ceming, ... of 6 December 1990;
- that the first defendant had never moved into the flat on the basis of a final decision.

On the basis of the above facts, which were correctly and fully established, the first-instance court correctly concluded that the first defendant had never acquired the specially protected tenancy of the flat in question because, under section 59 § 1 of the Housing Act (Official Gazette nos. 51/85 – 70/93,...), the specially protected tenancy is acquired on the day of entering the flat on the basis of a final decision to that effect.

Since the first defendant has not acquired the specially protected tenancy, he does not have the right under section 6 § 1 of the Specially Protected Tenancy (Sale to Occupier) Act (Official Gazette nos. 43/92 – 58/95) to purchase the flat. Therefore, the conclusion of the first-instance court that the sale contract of 18 October 1994 was null and void, under section 103 § 1 of the Civil Obligations Act (Official Gazette nos. 53/91 – 112/99), is correct.

...

It is undisputed between the parties to the proceedings that the first defendant was granted the flat in question by a decision ... of 6 December 1990 and that it bears a certified stamp that it had become final on 21 September 1990.

The conclusion of the first-instance court that the above decision could not have become final before it had been issued is correct.

...

The first defendant, in his evidence given on 17 October 2000, claimed that he had no possession of the flat in question since September 1990 which confirms that the decision of the first-instance court is correct because, even assuming that he actually had possession of the flat in September 1990, such possession was not based on the final decision granting him that flat for his use.”

21. In his subsequent constitutional complaint the applicant argued that the decision of 6 December 1990 had in fact become final on 6 January 1991 and that he had been prevented from entering the flat because Z.G. had already occupied it illegally in 1988. He also relied on the Supreme Court’s practice that a specially protected tenancy could not be lost where the holder of such a tenancy had failed to enter the flat because it had already been illegally occupied by a third person. It was dismissed by the Constitutional Court (*Ustavni sud Republike Hrvatske*) on 26 October 2006 as ill-founded.

22. In the civil proceedings brought by Z.G. in August 1992 (see § 14 above), on 30 April 2007 the Split Municipal Court declared the decision of 6 December 1990 (granting the specially protected tenancy to the applicant) null and void on the ground that it had not been adopted according to the

procedure prescribed for granting a specially protected tenancy. This judgment was upheld by the Split County Court on 6 February 2008 and thus became final.

II. RELEVANT DOMESTIC LAW AND PRACTICE

A. The relevant legislation

23. The relevant provisions of the Housing Act (*Zakon o stambenim odnosima*, Official Gazette nos. 51/1985, 42/1986, 22/1992 and 70/1993) read as follows:

Section 59

“A protected tenancy shall be acquired on the day of entering the flat ...”

Section 92

“A person who does not enter the flat [of which he or she is granted a specially protected tenancy] without a justified reason within thirty days of the day when he or she is granted occupancy shall lose the right to occupy the flat [granted to him or her].”

24. The Protected Tenancies (Sale to Occupier) Act (*Zakon o prodaji stanova na kojima postoji stanarsko pravo*, Official Gazette no. 27/1991 with further amendments - “the Act”) regulated the conditions of sale of flats let under protected tenancies.

Section 1 of the Act gave the right to the holders of protected tenancies of publicly-owned flats to purchase such flats under favourable conditions, provided that each holder bought only one flat.

Section 21 obliged a seller to submit the sale contract for approval by the competent State Attorney’s Office within eight days.

25. The relevant part of the Obligations Act (*Zakon o obveznim odnosima*, Official Gazette, nos. 53/91, 73/91, 3/94, 7/96 and 112/99), as then in force, read:

III. [LEGAL] BASIS

Permissible [legal] basis

Section 51

“(1) Each contractual obligation shall have a permissible [legal] basis [*causa*].

(2)The basis is not permissible if it contravenes the Constitution, peremptory norms or morals.

...”

Null and void contract on the ground of its [legal] basis

Section 52

“Where there is no [legal] basis or where it is not permissible, the contract is null and void.”

Unlimited right to plead nullity

Section 110

“The right to plead nullity shall be inextinguishable.”

26. The relevant parts of the State Attorney’s Office Act (*Zakon o državnom odvjetništvu*, Official Gazette no. 75/1995) read:

Section 24

“...

... the competent State Attorney’s Office shall ... seek the annulment of a contract ... which contravenes peremptory norms.”

B. The Supreme Court’s practice

27. The relevant part of decision no. Rev 1255/00-2 of 17 October 2000 reads:

“... the lower courts lost sight of what they had established, namely that eight days after the defendants B. and Lj.B. had obtained a decision granting them occupancy rights, a certain D.M. had moved into the flat without legal basis and had thus prevented the defendants B. from moving into the flat themselves.

Against this background it cannot be accepted that the defendants had not acquired the specially protected tenancy and that thus they were not entitled to purchase the flat in question under section 6 of the Protected Tenancies (Sale to Occupier) Act ... On the contrary, they were entitled to purchase the flat as tenants.

...”

THE LAW

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

28. The applicant complained that his right to peaceful enjoyment of his possessions had been violated in that the sale contract on the purchase of the flat had been annulled. He relied on Article 1 of Protocol No. 1, the relevant part of 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.”

29. The Government contested that argument.

A. Admissibility

30. The Government contended firstly that the applicant had not exhausted domestic remedies since he had not sought reimbursement of the price he had paid for the flat and possible damages in connection with the annulment of the sale contract in question.

31. The applicant argued that the civil action suggested by the Government could not be seen as an effective remedy for the violation alleged. He argued that he had exhausted all available remedies, namely an appeal against the judgment annulling the sale contract in question and a constitutional complaint.

32. The Court notes that the applicant does not allege that the violation of his right to peaceful enjoyment of his possession consists in the fact that he did not obtain the reimbursement of the price he had paid for the flat and possible damages in that respect, but in that the national courts had annulled a valid sale contract for the flat in question. In the Court’s view a civil action suggested by the Government could not in any respect address the violation claimed. In this connection the Court agrees with the applicant that he exhausted all available remedies when he lodged an appeal against the first-instance judgment annulling the sale contract in question and later on also a constitutional complaint. In his appeal and constitutional complaint the applicant challenged the decision on the annulment of the sale-contract in question and advanced arguments relevant for the protection of this right

under Article 1 of Protocol No. 1. However, his attempts remained unsuccessful. It follows that the Government's objection must be rejected.

33. The Court considers that this complaint is not manifestly ill-founded within the meaning of Article 35 § 3 of the Convention. It further considers that it is not inadmissible on any other grounds. It must therefore be declared admissible.

B. Merits

The parties' arguments

34. The applicant argued that the measure in question had not been prescribed by law and that it had not pursued any legitimate aim. Furthermore, it had not been proportionate because he had purchased the flat in question pursuant to the relevant laws and the contract of sale had been approved by the competent State Attorney's Office. He could not move into the flat because an illegal occupier had already moved in beforehand. The findings of the national courts in his case had been contrary to the established practice of the Supreme Court.

35. The Government accepted that the annulment of the sale contract in question amounted to an interference with the applicant's right to peaceful enjoyment of his possessions. However, they argued that the measure had been based in law, namely the Civil Obligations Act, and that it pursued a legitimate aim, that is protection of the rights of others and protection of legality. Furthermore, they argued that the measure had been proportionate. In that connection they stressed that the applicant had never acquired a specially protected tenancy of the flat at issue because he had never moved into that flat. Therefore, he had not been entitled to purchase the flat.

The Court's assessment

36. According to the Court's case-law, Article 1 of Protocol No. 1 comprises three distinct rules. The first, which is expressed in the first sentence of the first paragraph and is of a general nature, lays down the principle of peaceful enjoyment of property. The second rule, in the second sentence of the same paragraph, covers deprivation of possessions and subjects it to certain conditions. The third, contained in the second paragraph, recognises that the Contracting States are entitled, amongst other things, to control the use of property in accordance with the general interest. These rules are not "distinct" in the sense of being unconnected: the second and third rules, which are concerned with particular instances of interference with the right to peaceful enjoyment of property, are to be construed in the light of the principle laid down in the first rule.

37. In the present case it is not disputed that the applicant suffered an interference with his right of property which amounted to a “deprivation” of possessions within the meaning of the second sentence of the first paragraph of Article 1 of Protocol No. 1. The Court must therefore examine the justification for that interference in the light of the requirements of Article 1 of Protocol No. 1.

38. It reiterates that the first and most important requirement of Article 1 of Protocol No. 1 is that any interference by a public authority with the peaceful enjoyment of possessions should be lawful: the second sentence of the first paragraph authorises a deprivation of possessions only “subject to the conditions provided for by law” and the second paragraph recognises that the States have the right to control the use of property by enforcing “laws”. Moreover, the rule of law, one of the fundamental principles of a democratic society, is inherent in all the Articles of the Convention (see *Amuur v. France*, 25 June 1996, *Reports of Judgments and Decisions* 1996-III, § 50; *The former King of Greece and Others v. Greece* [GC], no. 25701/94, § 79, ECHR 2000-XII; and *Malama v. Greece*, no. 43622/98, § 43, ECHR 2001-II).

39. As to the lawfulness of the interference, the Court notes that the applicant’s property title was declared null and void by the national courts under Croatian civil law on contracts and the law regulating the functions of the State Attorney’s Office. The Court, noting that its power to review compliance with domestic law is limited (see, among other authorities, *Allan Jacobsson v. Sweden (no. 1)*, 25 October 1989, Series A no. 163, § 57), is thus satisfied that the nullification of the applicant’s property title was in accordance with domestic law.

40. As to the question of the legitimate aim pursued, the Court reiterates that, because of their direct knowledge of their society and its needs, the national authorities are in principle better placed than the international judge to appreciate what is “in the public interest”. Under the system of protection established by the Convention, it is thus for the national authorities to make the initial assessment as to the existence of a problem of public concern warranting measures of deprivation of property. Here, as in other fields to which the safeguards of the Convention extend, the national authorities, accordingly, enjoy a certain margin of appreciation (see, *mutatis mutandis*, *Velikovi and Others v. Bulgaria*, nos. 43278/98, 45437/99, 48014/99, 48380/99, 51362/99, 53367/99, 60036/00, 73465/01 and 194/02, § 168, 15 March 2007). In view of these considerations, the Court accepts that the interference pursued a legitimate aim, namely the protection of legality.

41. The Court must also examine whether an interference with the peaceful enjoyment of possessions strikes the requisite fair balance between the demands of the general interest of the public and the requirements of the protection of the individual’s fundamental rights, or whether it imposes a disproportionate and excessive burden on the applicant (see, among many

other authorities, *Jahn and Others v. Germany* [GC], nos. 46720/99, 72203/01 and 72552/01, § 93, ECHR 2005-VI). Despite the margin of appreciation given to the State the Court must nevertheless, in the exercise of its power of review, determine whether the requisite balance was maintained in a manner consonant with the applicant's right to property (see *Rosinski v Poland*, no. 17373/02, § 78, 17 July 2007). The concern to achieve this balance is reflected in the structure of Article 1 of Protocol No. 1 to the Convention as a whole, including therefore the second sentence, which is to be read in the light of the general principle enunciated in the first sentence. In particular, there must be a reasonable relationship of proportionality between the means employed and the aim sought to be realised by any measure depriving a person of his possessions (see *Pressos Compania Naviera S.A. and Others v. Belgium*, 20 November 1995, Series A no. 332, § 38, and *Former King of Greece and Others*, cited above, § 89). Thus the balance to be maintained between the demands of the general interest of the community and the requirements of fundamental rights is upset if the person concerned has had to bear a "disproportionate burden" (see, among many other authorities, *The Holy Monasteries v. Greece*, 9 December 1994, Series A no. 301-A, §§ 70-71).

42. The Court notes that the contract of sale was annulled because it was established that the applicant had never moved into the flat in question. The Court notes that one of the preconditions on part of the applicant for purchasing the flat in question was that he had previously acquired a specially protected tenancy of that flat. In this connection the Court notes that it was clear that under the relevant provisions of the Housing Act a specially protected tenancy was not acquired simply by a decision granting that right. Two further conditions had to be fulfilled: that this decision become final and that the person concerned enter the flat. However, in the civil proceedings conducted against the applicant it was established that the applicant had never moved into the flat and thus could have not acquired a specially protected tenancy of it, despite the decision of 6 December 1990 granting him such a right. As to the question of whether the decision of 6 December 1990 had become final, the Split Municipal Court and the Split County Court found that the stamped certificate that it had become final on 21 September 1990 had been erroneous since the decision was issued after that date. These courts did not examine that question further.

43. As to the findings of the national courts, the Court reiterates that under Article 19 of the Convention its duty is to ensure observance of the engagements undertaken by the Contracting Parties to the Convention. In particular, it is not its function to deal with errors of fact or law allegedly committed by a national court unless and in so far as they may have infringed rights and freedoms protected by the Convention. The Court considers that the findings of the national courts as to the fact that the applicant had never moved into the flat in question and that the decision

granting him the specially protected tenancy could not have become final on 21 September 1990 are not arbitrary in any respect.

44. The applicant however argued that the decisions reached in his case were contrary to the practice of the Supreme Court. While it is true that according to the Supreme Court's practice, relied on by the applicant (see § 27 above), in a situation where a holder of a specially protected tenancy could not enter a flat because it had already been occupied by a third person without a valid legal basis the former does acquire the specially protected tenancy and is entitled to purchase the flat in issue, in the present case there are some additional elements which dispense the Court from further examining that question. The Court notes in this respect that the decision of 6 December 1990, allocating the flat to the applicant (see § 10 above) was later on declared null and void by the Split Municipal Court on 30 April 2007, a judgment which was upheld by the Split County Court on 6 February 2008, and thus became final. That decision has consequences on the applicant's initial title in respect of the flat in question as it finally established that the decision granting the applicant specially protected tenancy had been null and void with the effect that it could not have produced any valid legal effects. Therefore, the complaint that this decision had not been enforced must yield in the face of the subsequently established nullity of this decision *ab initio*.

45. Lastly, the Court notes that the applicant is still able to claim the price he had paid for the flat as well as any damages he has possibly suffered in connection with the annulment of the sale contract.

46. The above considerations suffice for the Court to conclude that there has been no violation of Article 1 of Protocol No. 1 to the Convention in the circumstances of the present case.

II. OTHER ALLEGED VIOLATIONS OF THE CONVENTION

47. The applicant also complained under Article 6 § 1 of the Convention that the enforcement order issued in the administrative proceedings instituted in 1988 had never been carried out. He further complained that the courts had taken no action about the length of the civil proceedings he instituted in April 2002 in the Split Municipal Court seeking the eviction of Z.G. Lastly, the applicant complained under Article 8 of the Convention that his right to respect for his home had been infringed.

48. In the light of all the material in its possession, and in so far as the matters complained of were within its competence, the Court considers that this part of the application does not disclose any appearance of a violation of any of the above Articles of the Convention. It follows that these complaints are inadmissible under Article 35 § 3 as manifestly ill-founded and must be rejected pursuant to Article 35 § 4 of the Convention.

FOR THESE REASONS, THE COURT UNANIMOUSLY

1. *Declares* the complaint concerning the applicant's right to peaceful enjoyment of his possessions admissible and the remainder of the application inadmissible;
2. *Holds* that there has been no violation of Article 1 of Protocol No. 1 to the Convention.

Done in English, and notified in writing on 9 July 2009, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Søren NIELSEN
Registrar

Christos ROZAKIS
President