



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

FOURTH SECTION

DECISION

Application no. 18439/05
Astrit BEJKO
against Albania

The European Court of Human Rights (Fourth Section), sitting on 22 September 2015 as a Chamber composed of:

Guido Raimondi, *President*,

George Nicolaou,

Ledi Bianku,

Nona Tsotsoria,

Paul Mahoney,

Krzysztof Wojtyczek,

Yonko Grozev, *judges*,

and Fatoş Aracı, *Deputy Section Registrar*,

Having regard to the above application lodged on 2 May 2005,

Having regard to the observations submitted by the respondent Government and the observations in reply submitted by the applicant,

Having deliberated, decides as follows:

THE FACTS

1. The applicant, Mr Astrit Bejko, was an Albanian national, who was born in 1950. He was represented before the Court by Mr. S. Puto, a lawyer practising in Tirana.

2. On 29 December 2014 the applicant's lawyer informed the Court of the applicant's death and of the wish of his heirs, namely his spouse, Ms Ornela Kotherja, and his children, Mr Etis Bejko and Ms Lorena Bejko, to pursue the application. For practical reasons, use will however continue to be made of the initial applicant for the purpose of this decision, although his heirs are now to be regarded as having that status (see *Dalban v. Romania* [GC], no. 28114/95, § 1, ECHR 1999-VI and *Janowiec*

and Others v. Russia [GC], nos. 55508/07 and 29520/09, §§ 97-101, ECHR 2013)..

3. The Albanian Government (“the Government”) were represented by their then Agent, Ms E. Hajro of the State Advocate’s Office.

A. The circumstances of the case

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

5. In 1988 the applicant sought to obtain housing from the State. At the time, housing units were owned and managed by the State. They were allocated to households by the local authorities.

6. On 18 April 1990 his spouse was issued with an occupancy authorisation for a two-bedroom flat by the Neighbourhood People’s Council in Tirana (*autorizim nga Këshilli Popullor i Lagjes Tiranë*). The authorisation also indicated the address of the flat. As a result, on 22 May 1990 a tenancy agreement (*kontratë qiraje*) for a State-owned flat was concluded between the applicant’s wife and the State-owned housing maintenance authority (*Ndërmarrja Komunale Banesa*).

7. On 11 August 1990 the applicant concluded an agreement (*akt marrëveshje*) with the local authority to vacate the flat and exchange it for another two-bedroom flat which was in the process of being constructed by the State-owned Forest Service (*ndërmarrja pyjore*) at an indicated address.

8. On 12 May 1991 the applicant’s spouse was issued with another occupancy authorisation for a two-bedroom flat. The authorisation also indicated the address of the flat and the fact that, if a contract were not concluded within ten days, the authorisation would cease to have effect. On 17 February 1992 a provisional tenancy agreement was concluded. It would appear that the applicant never occupied the flat.

9. On 24 February 1994, further to a decision of the municipality of Tirana (“the Municipality”), the applicant was issued with an occupancy authorisation for a two-bedroom flat that had been constructed by the Forest Service. The authorisation also indicated the address of the flat. However, the applicant was unable to occupy the flat and conclude a privatisation agreement in the light of a Municipality’s letter of 18 April 1994, which stated as follows:

“No action should be taken for the privatisation of Astrit Bejko’s flat [address indicated] until further notice (*të mos veprohet për privatizimin e apartamentit të Astrit Bejkos ... deri në një urdhër të dytë*).

10. On 10 May 1994 the Municipality revoked its decision of 24 February 1994, no reason having been given.

11. On 17 September 1996 the National Housing Agency (“NHA”), pursuant to an agreement it had concluded with a State-owned company, Petrolimpeks, for the construction of a block of flats through the aid of its funding, requested the Municipality and the municipal council (*Këshilli Bashkiak*) not to allocate, amongst others, flats nos. 7 and 8 to anyone on their list of homeless households, because those flats would be made available to employees of the State-owned company (see paragraph 20 and 25 below).

12. In the meantime, on 10 September 1996 an inspection report by the Ministry of Public Works and Territorial Planning found that Petrolimpeks’ funds had been erroneously used for the construction of a block of flats belonging to the Ministry of Defence. Pursuant to a Government decision the block of flats had been made available to the municipal council, which was responsible for the allocation of flats to homeless households.

13. On 10 October 1996 the municipal council decided to include the applicant’s name on the list of households to be provided with an occupancy authorisation in respect of flat no. 8. The relevant part of the decision reads as follows:

“...the council...decided to provide the following citizen[s] with authorisation:

...

7. Astrit Bejko in respect of flat no. 8 (a two-bedroom flat)”.

14. On 15 October 1996 the applicant was issued with a fresh occupancy authorisation for a two-bedroom flat. The authorisation, in so far as relevant, read as follows:

“Pursuant to council’s decision of ... 10 October 19996 Mr Astrit Bejko is allocated a two-bedroom flat located at [address indicated] flat no. 8.”

15. Confronted with pressing housing needs, the applicant occupied flat no. 8 immediately, no tenancy agreement having been concluded. A third party, R.B, occupied the neighbouring flat on the strength of an occupancy authorisation for a two-bedroom flat. However, upon entering the flat, the applicant found that the construction company, on instructions from the NHA, had amended the layout of the flats so that the flat occupied by the applicant had only one bedroom. The neighbouring flat, occupied by R.B, had been modified to a three-bedroom flat contrary to his occupancy authorisation for a two-bedroom flat. The applicant and R.B, following the Municipality’s approval, then converted the flats into two two-bedroom housing units.

16. By a letter of 6 February 1997 the municipal council was asked to transfer the applicant’s authorisation to another flat located at a difference address, because flat no. 8 had already been allocated to other households (see paragraph 20 and 25 below). Consequently, on 15 May 1997 the municipal council decided to amend the applicant’s occupancy authorisation

of 15 October 1996 by allocating the applicant another flat whose construction had not yet started. The decision reads, in so far as relevant, as follows:

“The council, [which was] convened on 15 May 1997, (...) decided:

1. The authorisation issued in respect of apartment[s] ... 8 [address indicated] pursuant to the decision ... of 10 October 1996 should be transferred to [address indicated] whose construction will commence [shortly] (*autorizimet e dhëna për apartamentet nr ... 8 sipas vendimit ... dt 10.10.1996 ... të transferohen në seksionin ... që do të fillojë së ndërtuari*).

(...)

3. The decision enters into force immediately.”

17. On an unspecified date the applicant instituted legal proceedings seeking the nullity of the municipal council’s decision of 15 May 1997. These proceedings, which continued until 27 January 2003 at various levels of jurisdiction, ended with the dismissal of the applicant’s claims.

18. On an unspecified date in May 2001 the applicant began a hunger strike to protest against the injustices he believed he had suffered. He submitted newspaper clips as evidence of this.

19. On 4 September 2001 the applicant was informed of the municipal council’s decision of 20 July 2001, which had decided to allocate the applicant the flat indicated in its decision of 10 October 1996 and the authorisation of 15 October 1996. The relevant parts of the decision read as follows:

“The council, [which was] convened on 20 July 2001, ... decided:

1. The authorisations issued by way of the council’s decision ... of 15 May 1997 should be transferred to apartment[s] nos. ... 8 at [address indicated] (*autorizimet e dhëna me Vendim të Këshillit Bashkiak nr ... dt. 15.05.1997 të transferohen në apartamentet nr. ... 8 në seksionin ...*).”

Proceedings instituted by third parties against the applicant

(a) Proceedings instituted by R.S

20. In the meantime, on 28 January 1997 R.S, who was an employee of the State-owned company Petrolimpeks, was issued with an occupancy authorisation for a one-bedroom apartment in respect of flat no. 8. On 30 January 1997 R.S concluded a provisional contract with the NHA for the sale of the flat, while the final contract of sale by way of payment of instalments (*kontratë për shitje apartamenti me pagesë me këste*) was concluded on 24 February 1997.

21. On 25 September 1997 R.S initiated legal proceedings against the applicant requesting him to vacate the flat, which the applicant had allegedly occupied unlawfully since 15 October 1996. R.S relied on the

authorisation granted to him and the provisional and final sale contracts of 30 January and 24 February 1997.

22. The domestic proceedings continued before various levels of jurisdiction. On 21 November 2002 the Supreme Court finally found that R.S had acquired property rights over the flat by virtue of the sale contract of 24 February 1997 and the payment of the sale price. The applicant could not be regarded as a lawful occupant, because the occupancy authorisation of 1996 had been revoked in 1997. Furthermore, the domestic courts had ruled against the applicant in the proceedings he had instituted in relation to the nullity of the municipal council's decision 1997 (see paragraph 17 above).

23. In October 2001 the applicant was forcibly evicted from his flat by the police. In 2002 he left the country for Italy.

24. In September 2002 the applicant instituted legal proceedings against R.S alleging that the sale contract between R.S and the NHA was null. The proceedings were concluded on 9 December 2004 in favour of R.S.

(b) Proceedings instituted by F.D

25. On an unspecified date either in 1995 or 1996 F.D, who was an employee of the State-owned company Petrolimpeks, was issued an occupancy authorisation for a three-bedroom apartment in respect of flat no. 7. On 6 August 1996 F.D concluded a provisional contract with the NHA for the sale of the flat, while the final contract was concluded on 11 March 1997.

26. On 20 January 1998 F.D instituted legal proceedings against the applicant and R.B. He requested that the applicant vacate and restore him the room he had occupied as a result of the modification to the layout of the flat (see paragraph 15 above).

27. On 10 December 2002 the Supreme Court held that the municipal council should not have allocated flats, which had been constructed with the funding of State-owned companies, to homeless households found on its lists. F.D, being an employee of the State-owned company Petrolimpeks, was entitled to the allocation of flat no. 7. The Supreme Court considered that the sale contract was lawful and stated that the flat had also been registered in the immovable property register. It further held that the municipal council had annulled its authorisation of 1996. As regards the nature of the authorisation, it stated as follows:

“The authorisation to a flat merely serves planning purposes; as long as no consequences have derived therefrom, it may be revoked, as in the instant case, by the authority that adopted it (*autorizimi për banesë është thjesht një akt planifikimi dhe deri sa nuk ka sjellë pasoja mund të revokohet nga vetë organi që e ka dhënë si kundër është vepruar edhe në rastin konkret*).

28. The applicant's constitutional complaint, a copy of which was not submitted to this Court, was dismissed by the Constitutional Court on 3 February 2005 as follows:

"The only ground of appeal related to F.D's lack of standing, which was rejected by the ordinary courts, including the Supreme Court. The Constitutional Court considers that the claim raises no legal argument so as to examine the complaint."

B. Relevant domestic law

1. The Constitution

29. The relevant part of Chapter V of the Constitution, which is entitled "Social Objectives", reads as follows:

Article 59

"The State, within its constitutional powers and the means available to it, and in the fulfilment of the private initiative and responsibility, aims at:

...

b. the fulfilment of the housing needs of its citizens.

..."

2. The Local Government (Organisation and Operation) Act (Law no. 7572 of 10 June 1992 as repealed by Law no. 8652 of 31 July 2000)

30. The 1992 Act established the organisation of local government in the country. Three administrative units were established: the commune (*komunë*), the municipality (*bashkia*) and the district (*rreth*). The organs of the municipality were the mayor and the municipal council. One of the responsibilities of the municipal council was to take measures to provide employment and housing (section 14 § 14). It had power to issue orders (*urdhëresa*) and decisions (*vendime*) (section 14 § 21).

31. The 2000 Act, which repealed the 1992 Act, introduced two administrative units in addition to the commune and municipality: the region (*qarku*) and the sub-division (*nëndarja*). Section 10 recognises the municipality's responsibility for urban planning, land-management and housing as provided for in the relevant legislation.

3. The Privatisation of State-owned Housing Act (Law no. 7652 of 23 December 1992)

32. This Act aimed at privatising State-owned housing units and creating a free housing market, empowering tenants to become owners. It enabled individuals residing, by virtue of a tenancy agreement, in flats owned by the State to transfer their flat into their private ownership, upon compliance

with a set procedure, payment of the full privatisation price and registration of the property at the mortgage registry.

4. Council of Ministers' decisions and orders

(a) Ordinance (*urdhëresë*) on the administration of housing requests and their allocation (ordinance no. 1, dated 7 July 1989)

33. Under Council of Ministers' ordinance no. 1 of 7 July 1989, one of the spouses or another adult member of the household had the right to lodge a housing request with the Neighbourhood People's Council (*Këshilli Popullor i Lagjes* – sections 1, 4 and 7) or the City People's Council, which had authority to provide that person with an occupancy authorisation (*autorizim*). The authorisation indicated the number of the flat as well as its location.

34. State companies or institutions, which had contributed by way of their funding to the construction of a block of flats, could issue an occupancy authorisation to their homeless employees (sections 9-11). A commission for the allocation of housing units was established for this purpose (*komisioni i shpërndarjes së banesave në qendrën e punës* – “the Commission”). The local government councils had the right to withhold approval of the Commission's decisions if they were considered unjust (section 12).

35. A tenancy agreement was to be concluded, within ten days from the date of the authorisation, between the tenant and the State-owned housing maintenance authority (*Ndërmarrja Komunale Banesa*). Failing the conclusion of the tenancy agreement within the prescribed time-limit, the authorisation became invalid.

(b) Decision on the establishment of the National Housing Agency (*Enti Kombëtar i Banesave* – “the NHA”) (decision no. 431 of 12 October 1992 as repealed by decision no. 198 of 4 May 1993)

36. The decision provided for the establishment of the NHA, which was responsible for financing, constructing and administering housing units (*banesa*) in the country. Some of its responsibilities included the conclusion of contracts for the construction, completion and sale of flats and cooperation with local authorities in fulfilling their housing obligations. The NHA's funds consisted of allocations by the State and local budgets, loans by domestic and international financial institutions, donations and revenues resulting from privatisation of State-owned housing units.

(c) Decision on the determination of criteria for homeless households (decision no. 49 of 29 January 1993)

37. The decision determined the criteria for the classification of homeless citizens. The commune or city councils were tasked to draw up local lists of homeless citizens. The lists would be deposited with the NHA.

(d) Decision on the construction, allocation and administration of flats built by State companies (decision no. 577 of 6 December 1993 as amended by Decision no. 527 of 17 October 1994)

38. The decision provided that State companies and institutions could use their profits to construct flats to accommodate the housing needs of their homeless employees (*punonjësit e pastrehë*). The funding would be transferred to the NHA, which constructed housing units in accordance with the domestic legislation. The allocation of flats by way of an authorisation was carried out by the Commission set up within the State company or institution, according to a list of homeless employees. The list of beneficiaries was deposited with the local authority. The NHA was responsible for concluding sale contracts with the homeless employees who had been provided with an authorisation.

(e) Decision on the criteria for the calculation of the value of flats constructed by way of State funds (decision no. 291 of 21 June 1994 as amended by decisions nos. 421 of 22 August 1994 and 453 of 21 August 1995)

39. The decision provided that the NHA would conclude a sale contract with a homeless citizen, who was required to make a down payment, the remaining amount to be paid in instalments over a twenty-five-year period with zero interest rate. The upfront payment of the entire sale price resulted in a reduction of the total price.

(f) Decision on the method of payment for housing units funded by the National Housing Agency ("the NHA") (decision no. 528 of 17 October 1994 as amended by decisions nos. 2 of 9 January 1995 and 374 of 20 May 1996)

40. The decision provided that the NHA would conclude a provisional sale contract with a homeless citizen within one month from the commencement of construction works. At the time of the conclusion of the provisional sale contract, the homeless citizen was required to make a down payment. Failure to make the down payment would result in the loss of use of the authorisation. A final sale contract would be concluded at the completion of the construction works.

(g) Decision on the allocation of housing units constructed by the National Housing Agency (“the NHA”) (decision no. 530 of 17 October 1994 as amended by decisions nos. 614 of 5 December 1994 and 3 of 9 January 1995)

41. The decision reiterated that the lists of homeless citizens were drawn up by local authorities and were deposited with the NHA. State companies and institutions would transfer their funding to the NHA for the construction of blocks of flats. State companies and institutions would draw up lists of homeless citizens to be housed in these blocks of flats. The lists would be deposited with the NHA, which would conclude sale contracts with those citizens.

COMPLAINTS

42. The applicant complained under Article 6 § 1 of the Convention about the non-enforcement of the municipal council’s decision of 20 July 2001. He also complains about the length of the related proceedings. Under Article 1 of Protocol No. 1 to the Convention, the applicant complains of a violation of his right to property as a result of the non-enforcement of the municipal council’s decision of 20 July 2001.

THE LAW

43. The applicant complained under Article 6 § 1 of the Convention and Article 1 of Protocol No. 1 to the Convention, which read as follows:

Article 6 § 1

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

Article 1 of Protocol No. 1

“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

44. The Government contended that the application form, as re-submitted on 22 May 2008, constituted a new application and requested that it be rejected as out of time. Furthermore, having regard to the applicant's complaint about the non-enforcement of the municipal council's decision of 20 July 2001, they maintained that the application was lodged outside the six-month time-limit.

45. The Government submitted that this case did not relate to a "dispute" within the meaning of Article 6 § 1 of the Convention, since the occupancy authorisations did not concern a "right". The municipal council decisions merely listed the persons eligible for housing and did not attribute a right. In their view, Article 1 of Protocol No. 1 did not apply, because the decisions and the way they would be enforced did not automatically give rise to or attribute a claimant the right to housing and/or any property rights. There was no case-law or other opinion according to which a similar administrative decision gave rise to a 'legitimate expectation' to acquire property within the meaning of Article 1 of Protocol No. 1. A 'legitimate expectation' was created when concluding the contract with the NHA. It was this moment that gave rise to property rights. Neither the authorisation nor the decision constituted property title or were registered with the office of registration of immovable property. The applicant had never been in possession of a flat; he had rented one from the authorities with whom he concluded an agreement to vacate it.

46. In their view, the applicant knew that there were no effective remedies, but he continued to avail himself of unsuccessful remedies which did not aim at the relationship that had been created as a result of the 2001 municipal council's decision. Moreover, the applicant had failed to seek the enforcement of that decision either before an administrative entity or judicial organ or to lodge an action for damages arising from the non-enforcement of the 2001 municipal council's decision.

47. Finally, the Government argued that the applicant's complaints concerned the interpretation of domestic law by domestic courts and, as such, they should be declared inadmissible.

48. As to the application of the six-month time-limit, the applicant submitted that the application of 22 May 2008 did not constitute a new application. It was the same as the initial application, but reformulated in a professional manner by a lawyer. In any event, the non-enforcement of a decision constituted a continued situation in respect of which the six-month rule did not apply.

49. The applicant submitted that Article 6 was applicable. The municipal council was empowered by law to adopt decisions. As a result, it had given a decision in his favour, which had become final, it not having been challenged before a court. The non-enforcement of the decision gave rise to

a breach of Article 6 of the Convention. Furthermore, the decision, which awarded the applicant a flat, gave rise to a ‘legitimate expectation’ within the meaning of Article 1 of Protocol No. 1.

50. The applicant maintained that none of the judicial proceedings, which concerned the fact that the authorities had unjustly awarded the same flat to third parties, had reversed the municipal council’s decision of 20 July 2001. Consequently, the applicant possessed a decision, which was the same as that of 10 October 1996, and an occupancy authorisation in respect of a particular flat. The decision continued to be in force, but remained unenforced. In his view, there was no effective remedy to exhaust and seek the enforcement of the 2001 decision.

B. The Court’s assessment

1. As regards compliance with the six-month rule

51. The Court need not decide whether the applicant, whose lawyer re-submitted a reformulated application form on 22 May 2008, complied with the six-month time-limit, given that the application is in any case inadmissible for the reasons given below.

2. As regards the alleged violation of Article 1 of Protocol No. 1 to the Convention

(a) General principles

52. An applicant can allege a violation of Article 1 of Protocol No. 1 only in so far as the impugned decisions related to his “possessions” within the meaning of this provision. “Possessions” can be either “existing possessions” or assets, including claims, in respect of which the applicant can argue that he or she has at least a “legitimate expectation” of obtaining effective enjoyment of a property right. Where the proprietary interest is in the nature of a claim it may be regarded as an “asset” only where it has a sufficient basis in national law, for example where there is settled case-law of the domestic courts confirming it (see, amongst many authorities, *Gratzinger and Gratzingerova v. the Czech Republic* (dec.) [GC], no. 39794/98, § 69, ECHR 2002-VII; *Brosset-Triboulet and Others v. France* [GC], no. 34078/02, § 66, 29 March 2010; and *Maria Atanasiu and Others v. Romania*, nos. 30767/05 and 33800/06, §§ 134 and 137, 12 October 2010). By way of contrast, the hope of recognition of a property right which it has been impossible to exercise effectively cannot be considered a “possession” within the meaning of Article 1 of Protocol No. 1, nor can a conditional claim which lapses as a result of the non-fulfilment of the condition (see *Kopecky v. Slovakia*, no. 44912/98, § 35, ECHR 2004-IX).

53. The right to any social benefit is not included as such among the rights and freedoms guaranteed by the Convention. The right to live in a particular property not owned by the applicant does not as such constitute a “possession” within the meaning of Article 1 of Protocol No. 1 (see *Teteriny v. Russia*, no. 11931/03, § 46, 30 June 2005).

(b) Application of those principles in the instant case

54. In the instant case, the applicant, being a homeless citizen, did not have an existing possession. The Court is confronted with the issue of whether the municipal council’s decision of 20 July 2001 gave rise to a legitimate expectation, as argued by the applicant, so as to attract the applicability of Article 1 of Protocol No. 1. The Court will examine the domestic law to determine whether such a right was recognised.

55. At the relevant time, the respective housing units were owned by the State, which allocated and leased them out to tenants according to their households’ needs. The domestic legislation empowered local authorities to adopt decisions in relation to housing matters, including the delivery of occupancy authorisations (see paragraphs 30 and 31 above). For the authorisation to have the effect of vesting in a tenant a proprietary interest, a tenancy agreement had to be concluded with the NHA within ten days of its delivery. Failing the conclusion of such an agreement, the occupancy authorisation lost all legal effects (see paragraph 35 above).

56. Turning to the present case, the Court notes that on 15 October 1996 the applicant was issued with an occupancy authorisation, in reliance on which he occupied the flat indicated therein. However, no tenancy agreement was concluded with the NHA within the statutory ten-day time-limit. In the absence of such agreement, it can be said that the authorisation ceased to have legal effect at the expiry of the statutory time-limit (see paragraph 35 above). The occupancy authorisation of 15 October 1996 was amended by the municipal council on 15 May 1997 and 20 July 2001. Further to the renewed occupancy authorisations, no tenancy agreement was ever concluded with the NHA, let alone a sale contract (contrast *Mago and Others v. Bosnia and Herzegovina*, nos. 12959/05, 19724/05, 47860/06, 8367/08, 9872/09 and 11706/09, § 78, 3 May 2012, in which the applicants acquired occupancy rights on socially-owned flats in accordance with the domestic law and *Đokić v. Bosnia and Herzegovina*, no. 6518/04, § 50, 27 May 2010, in which the applicant purchased a socially-owned flat).

57. In the absence of a tenancy agreement, as required by domestic law, the Court cannot conclude that the applicant was vested with a proprietary interest and had a legitimate expectation to occupy and own the flat indicated in the occupancy authorisations. The Court notes that the applicant’s claim to occupy and possess the indicated flat was a conditional one from the outset, contingent, that is, on the conclusion of a tenancy agreement and, subsequently, a sale contract. This condition was not met.

58. In fact, the domestic courts ruled in favour of third parties in the proceedings concerning the applicant's eviction from the occupied flat. Having regard to the information before it and considering that it has only limited power to deal with alleged errors of fact or law committed by the national courts, to which it falls in the first place to interpret and apply the domestic law (see *Kopecky*, cited above, § 56; *Veselinski v. the former Yugoslav Republic of Macedonia*, no. 45658/99, § 81, 24 February 2005; and *Hagert v. Finland*, no. 14724/02, § 38, 17 January 2006), the Court finds no appearance of arbitrariness in the way in which the domestic courts found in those proceedings (see also paragraphs 38-41 above about the domestic law).

59. In these circumstances, the Court finds that the applicant did not have a "possession" within the meaning of Article 1 of Protocol No. 1. It follows that this 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.

3. As regards the alleged violation of Article 6 § 1 of the Convention

60. The Court notes that the applicant complained about the non-enforcement of the municipal council's decision of 20 July 2001. The impugned decision allocated the applicant a flat, which he was unable to occupy. In the domestic proceedings instituted by R.S, the national courts found that the flat in question had been lawfully acquired by R.S and, consequently, that the applicant had no right to the enforcement of the council's decision. In these circumstances, the Court considers that this complaint is manifestly ill-founded and must be rejected in accordance with Article 35 §§ 3 (a) and 4 of the Convention.

For these reasons, the Court, unanimously,

Declares the application inadmissible.

Done in English and notified in writing on 15 October 2015.

Fatoş Aracı
Deputy Registrar

Guido Raimondi
President