

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

FIFTH SECTION

CASE OF SYTNYK v. UKRAINE

(Application no. 47789/18)

JUDGMENT

STRASBOURG

3 September 2026

This judgment is final but it may be subject to editorial revision.



In the case of Sytnyk v. Ukraine,

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

María Elósegui*, President*,
Andreas Zünd,
Mykola Gnatovskyy*, judges*,
and Martina Keller, *Deputy Section Registrar,*

Having regard to:

the application (no. 47789/18) against Ukraine lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms ("the Convention") on 27 September 2018 by a Ukrainian national, Mr Sergiy Ivanovych Sytnyk ("the applicant"), who was born in 1986 and lives in Cherkasy, and was represented by Ms O.V. Shapoval, a lawyer practising in Cherkasy;

the decision to give notice of the complaints under Article 1 of Protocol No. 1 of the Convention to the Ukrainian Government ("the Government"), represented by their Agent, Ms M. Sokorenko, and to declare the remainder of the application inadmissible;

the parties' observations;

Having deliberated in private on 9 July 2026,

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

SUBJECT MATTER OF THE CASE

1. The application concerns the impossibility for the applicant, an owner of a flat, to evict previous owners from it.

2. In 2000 Ms M., a Russian national, acquired a flat in the city of Cherkasy on the basis of a deed of gift.

3. In June 2014 the applicant bought the flat at a public auction held following the foreclosure of Ms M.'s mortgaged property on account of her inability to repay a debt before a third person (some 100,000 Ukrainian hryvnias (UAH); equivalent to approximately 6,200 euros (EUR) at the time of events). The auction was held by the State Bailiffs' Service and the applicant won the flat, paying some UAH 230,000 (equivalent to approximately EUR 14,000 at the time of events). The applicant duly registered his title to the flat.

4. The applicant submitted that Ms M. and her adult son Mr A. had refused to leave the flat, had disregarded the applicant's proposals to sign an official lease contract and had not paid for the utilities.

5. In November 2015 the applicant initiated civil proceedings for the removal of obstacles to his use of the property. He relied on the provisions of the Civil Code (particularly, Article 391 on the removal of obstacles to the realisation of an owner's rights). His claims were granted by the lower courts.

6. On 11 April 2018 the Supreme Court reversed the lower courts' ruling and ruled against the applicant. It found that the lower courts had erroneously applied the law, having disregarded the provisions of Article 109 § 2 of the 1983 Housing Code (included in the chapter entitled "Right of use of premises in State and public housing stock) to the effect that in the event of eviction, the persons affected must be provided with a substitute permanent accommodation (with the exception of eviction in the event of foreclosure of mortgaged property acquired by way of a loan from a bank or a private person). The Supreme Court also referred to the corresponding provisions of the Law on Mortgages and several previous judgments adopted in similar cases between 2015 and 2016.

7. In 2021 the applicant, as the owner of the flat, was sued by the local utilities company to recover the utilities debt, accumulated from 2013 to 2020. Following the relevant court's judgment, the applicant was ordered to pay the debt. He had to initiate separate court proceedings to have the amounts paid recovered from Ms M.; his claim was eventually granted in 2025.

8. In 2022 the applicant lodged another claim with the courts to have Ms M. and Mr A. de-registered and evicted, but it was refused by the local and appellate courts.

9. The applicant submitted that, following legislative changes in 2022 related to the procedure of registration of place of residence, he had applied to the State Migration Service to have Ms M. and Mr A. de-registered from the flat. It appears that his request was granted. According to the Government's information, Ms M. and Mr A. had been registered in the flat from 2003 to 20 December 2022 and since 25 June 2025.

10. In 2024 the applicant attempted to initiate yet another set of court proceedings to evict the unwanted inhabitants but eventually withdrew his claim.

11. The applicant and the Government stated that sometime in 2025 the applicant had sold the flat. No information is available as to the price at which it was sold and to whom. Considering that Ms M. and Mr A. were re-registered in the flat in June 2025, the Government suggested that they might have been the buyers.

THE COURT'S ASSESSMENT

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

A. Preliminary issue

12. The applicant complained under Article 6 of the Convention of alleged lack of fairness in the eviction proceedings and lack of due reasoning

by the Supreme Court and under Article 13 concerning the lack of effective remedy. Under Article 1 of Protocol No. 1 to the Convention, he complained that the impossibility of evicting unwanted inhabitants living in his flat without good grounds had been unfair and had disproportionately interfered with his property rights.

13. The Court, being the master of characterisation to be given in law to the facts of the case (see *Radomilja and Others v. Croatia*, nos. 37685/10 and 22768/12, § 114, 20 March 2018), finds it appropriate to examine the applicant's complaint under Article 1 of Protocol No. 1 only.

B. Admissibility

14. The Government submitted that since the applicant had sold the flat in 2025, the issue had been resolved at the national level and he had lost victim status. They also argued that the applicant could have sued Ms M. for any deterioration of the flat or for any obstacles to his use of the flat, beyond those arising from the requirements of the legislation.

15. The Government also submitted that the applicant's complaint was inadmissible on several further grounds. Firstly, they argued that he had not suffered a significant disadvantage, considering that he had had another dwelling in which he had been living, so the flat in issue had not constituted his only home, and he had essentially had only a financial interest in it. They also argued that the applicant had been an official owner of that flat and had not in any way been precluded from disposing of it.

16. The Government further argued that the applicant had failed to exhaust domestic remedies. They noted that Article 109 of the Housing Code did not specify who was obliged to provide an evicted person with alternative housing. At the same time, the local authorities were empowered to provide temporary housing to persons in need. On that basis, the Government argued that the applicant must have applied to the local authorities with a claim to provide Ms M. and Mr A. with housing and, if refused, he could have applied to the courts to order the authorities to provide housing and he could have sought compensation for their actions and/or omissions. The Government also asserted that the applicant could have claimed damages from the seller or the bailiffs for not properly informing him as a buyer of the encumbrances on the property. In that connection, they also argued that the applicant should have been aware that he had been buying a "distressed property" which might have had encumbrances on it.

17. Lastly, the Government argued that the complaint was manifestly ill-founded overall, considering that in disputes over property between private parties, the State's obligation was to provide a forum for the determination of the parties' civil rights, and the State could not be held liable unless the courts' decisions had been manifestly arbitrary and ill-reasoned.

18. The applicant submitted that he had tried to apply to the local authorities to have Ms M. and Mr A. provided with new housing, but to no avail, considering that in order to obtain temporary housing, the individual concerned had to apply in person and submit a certain set of documents. The applicant did not provide any evidence in that regard. In that connection, he also submitted that there had been no possibility of claiming any damages from the authorities and that any claim for damages would not, in any event, have led to the effective restoration of his rights as an owner. The only way to do so had been to seek the eviction of the unwanted inhabitants, which he had tried to do, but his claim had been unfairly refused by the Supreme Court.

19. The Court considers that the Government's objections are closely connected to the substance of the applicant's complaint under Article 1 of Protocol No. 1 and must therefore be joined to the merits.

20. It further notes that the application is not manifestly ill-founded within the meaning of Article 35 § 3 (a) of the Convention or inadmissible on any other grounds. It must therefore be declared admissible.

C. Merits

21. On the merits, the Government argued that there had been no interference with the applicant's property rights, as he had not been deprived of property by the State, but had had a dispute with private persons. If the situation complained of were to be considered an interference, the Government submitted that it had been lawful, had pursued a legitimate aim and had been proportionate.

22. They argued that Article 109 of the Housing Code was clear and accessible, and they stated that it was meant to ensure "legal certainty and social continuity". The applicant, for his part, could have sought legal advice before entering into any sale agreement. They also provided references to several domestic court judgments on the matter, in particular a judgment of the Grand Chamber of the Supreme Court in case no. 753/12729/15-ц, dated 31 October 2018, in which it had to decide, in a similar case, which norms had to be applied – those of the Civil Code on the protection of the rights of owners (as applied by the lower courts) or those of the Housing Code. The Supreme Court acknowledged that in cases concerning acquisition of mortgaged property, the courts had to apply Article 109 of the Housing Code, which was a valid legal provision, and corresponding articles of the Law on Mortgages, which established a general rule that eviction without provision of alternative accommodation was not permitted. It also stated that in such situations, the non-possessing owner was subject to certain restrictions, but they were justified by the need to ensure social justice and respect of such an important right as a right to home. In so ruling, the Grand Chamber referred to a 2016 judgment in a similar case and the Court's case-law under Article 1 of Protocol No. 1.

23. The Government further argued that the interference in question had pursued a legitimate aim of "protection of the rights of others" and prevention of homelessness.

24. Under the proportionality head, the Government emphasised that the applicant's ownership rights had been indisputable and that he could have disposed of the property as he wished. The restriction he had had to bear had been that of "control of use" necessitated by the "social circumstances" of the occupants. In that connection, they emphasised that the State enjoyed wide margin of appreciation in matters of housing. They referred, in that regard, to *Mellacher and Others v. Austria* (19 December 1989, § 52, Series A no. 169).

25. They pointed out, furthermore, the fact that when buying a flat at a public auction, which had been initiated following the foreclosure of mortgaged property, the applicant had unavoidably engaged in a risky activity and should have known that there might have been some residents in the flat.

26. The applicant argued that for a very long time – a total of 11 years – he had been suffering from interference with his property rights, as he had been unable to gain full possession of the flat which he had bought in good faith. He submitted that he had intended to settle in the new flat with his family, particularly noting the birth of his children. He also contended that the impossibility of his using the flat had been a result of a lack of proper framework to protect the rights of persons who acquired property at public auctions and inaction on the part of the State authorities. He emphasised that he had bought the flat through a special procedure of public auction and that it had been incumbent on the authorities to make sure that the property being sold had been "clean". He could not have expected that he would essentially be made to house complete strangers, moreover, nationals of Russia, in his flat and bear the additional burden of paying for their utility debts (even if he had subsequently been compensated for the amount he had paid).

27. The applicant further argued that the Supreme Court's judgment had been grounded in a legal provision – Article 109 of the Housing Code – which was, firstly, outdated and did not correspond to current reality, and, secondly, was related to public housing stock and not to private property. He asserted that the provisions of the Civil Code, as a newer piece of legislation of the same legal force, should have been applied in his case.

28. He further stated that he had eventually been forced to sell the flat at a price "three times lower" than its normal value, as there had been third persons residing in the flat and the new owners would have had to deal with that again in the courts. Overall, he considered that his complaint was not inadmissible on any ground and that it presented all the elements necessary to be considered a violation of Article 1 of Protocol No. 1.

29. The Court notes at the outset that in his application, submitted in 2018, the applicant complained that he had been affected by the alleged violation of his property rights since at least 2015 (for a total of around 11 years by now) and he referred not only to the unsuccessful eviction proceedings, but

generally to the impossibility of asserting his rights. In that connection and in the light of the Government's argument that the applicant had lost victim status after he had sold the flat in 2025, the Court notes that the very fact of that sale was in all probability triggered by the alleged violation. Moreover, it cannot be said that the applicant obtained any "acknowledgment and reparation" for the alleged violation. With that in mind, the Court considers that there was an interference with the applicant's property rights and that he can claim that he was a victim of the alleged violation up until the date of the sale of the flat in 2025.

30. The Court further notes that the eviction proceedings which form the core of the present case were civil in nature and involved two private parties. At the same time, the crux of the Supreme Court's reasoning was that the applicant, as a new owner of a flat sold in the framework of foreclosure of mortgaged property, could not evict former owners of that flat without their being provided with alternative housing in accordance with the law. Without going now into the question of who was supposed to ensure such alternative housing, which will be addressed below, the Court considers that that restriction, even if not constituting deprivation of property, significantly implicated the State in its regulatory capacity. Consequently, the present case cannot be considered a purely private dispute and the Court's review is therefore not limited only to the question whether the domestic courts' judgments can be regarded as arbitrary or otherwise manifestly unreasonable (see, *mutatis mutandis*, *Gladysheva v. Russia*, no. 7097/10, §§ 55-59, 6 December 2011, and *Vukušić v. Croatia*, no. 69735/11, § 48, 31 May 2016). The Court therefore considers that this case must be examined in the light of the third rule of the second paragraph of Article 1 of Protocol No. 1, which recognises that the Contracting States are entitled to control the use of property in accordance with the general interest (see, *mutatis mutandis*, *Edwards v. Malta*, no. 17647/04, §§ 58-59, 24 October 2006).

31. To be deemed compatible with Article 1 of Protocol No. 1, the interference must fulfil certain criteria: it must comply with the principle of lawfulness and pursue a legitimate aim by means reasonably proportionate to the aim sought to be realised (see *Beyeler v. Italy* [GC], 2000, §§ 108-14).

32. As regards lawfulness, the Court observes that when initiating the eviction proceedings, the applicant relied on the provisions of the Civil Code (see paragraph 5 above). The lower courts fully agreed with his arguments and granted his claims. The Supreme Court, however, concentrated on the Housing Code and ruled against the applicant. No explanation was provided in its judgment as to why it did not examine the applicant's claim in the light of the provisions of the Civil Code, which were explicitly and consistently referred to by the applicant. There was also no mention of whether one of those Codes was to be regarded as *lex specialis* to the other or inapplicable for some reason (see *Bilyavska v. Ukraine*, no. 84568/17, § 40, 27 March 2025). In that connection, the Court notes the Government's

reference to the Supreme Court's Grand Chamber judgment addressing that matter and ruling in favour of the prevalence of the Housing Code (see paragraph 22 above) but observes that that judgment was adopted several months after that in the applicant's case. Furthermore, it is unclear whether the Grand Chamber's conclusions were followed later, considering that in *Bilyavska* the Court was provided with the Supreme Court's judgment of 16 December 2020 (case no. 182/7347/186), stating, albeit in slightly different circumstances, that the application of the provisions of the 1983 Housing Code to the regulation of housing relations "does not correspond to modern realities and current social relations" and that the Civil Code, as a more modern, codified piece of legislation should be applicable (see *Bilyavska*, cited above, §§ 21 and 47).

33. The Court also cannot but note, in the same manner as it already did in *Bilyavska* (ibid., § 47), that the Housing Code (including Article 109 of that Code as applied in the applicant's case) was introduced in 1983, when Ukraine was part of the Soviet Union and was under a political and social regime which did not recognise the right to peaceful enjoyment of one's possessions as protected by the Convention. During most of the history of the Soviet Union, housing was attributed to individuals by public bodies with little regard to private ownership rights. In that connection, it also cannot be overlooked that Article 109 is included in the Code's chapter entitled "Right of use of premises in State and public housing stock". No explanation was provided as to how that applied to the applicant's case, which involved private property.

34. In sum, the Court entertains serious doubts as to the lawfulness of the interference complained of.

35. As regards legitimate aim and proportionality, the Court considers that those two issues are closely related. It observes that in the light of the interpretation given by the Supreme Court in the applicant's case, the applicant was essentially made to house third parties in his flat unless they were provided with alternative housing. The Court notes an element of the balancing of two rights – that of the applicant to the free enjoyment of his possessions and that of the flats' inhabitants to have a roof over their heads. The Court accepts that this also falls under the notion of protection of the "rights of others", comprised in the second paragraph of Article 1 of Protocol No. 1, and is, more generally, in the public interest. In that connection, the Court has already found that the margin of appreciation available to the legislature in implementing social and economic policies, particularly to alleviate social injustice in housing, should be a wide one, and that it would respect the legislature's judgment as to what was "in the public interest" unless that judgment was manifestly without reasonable foundation or placed disproportionate burden on the property owner (see *James and Others v. the United Kingdom*, 21 February 1986, § 46, Series A no. 98, and *Lindheim and Others v. Norway*, nos. 13221/08 and 2139/10, § 119, 12 June 2012).

36. In the present case, apart from the deficiencies described in paragraphs 32-33 above, Article 109 of the Housing Code did not define who was supposed to provide alternative housing to the former owners of the property and on what terms, nor was that matter addressed by the Supreme Court in its judgment, although Article 109 provides that when ordering eviction, a court must mention which new housing is to be provided. The Government asserted that it had been for the applicant to apply to the local authorities, who were empowered to deal with matters of social and temporary housing, to have his unwanted inhabitants relocated. The applicant argued, albeit without providing any evidence, that he had tried to do so, but had been unsuccessful, considering that applications for social housing were to be submitted by the persons concerned together with a number of supporting documents. The Court observes that if Article 109 of the Housing Code, included in the chapter regulating the use of the public housing stock, could be seen as a means to ensure social justice in housing matters, it would only be logical to suggest that it was for the public authorities to ensure provision of alternative housing to persons who no longer owned a dwelling of their own (upon submission of necessary documents as the case may be). Otherwise, a requirement to ensure relocation of former owners places the entire financial and social burden on the new (private) owner alone (see *Lindheim and Others*, cited above, § 134). With the above considerations in mind, the Court also does not accept the Government's argument that the applicant should have sued the authorities for damages in respect of their actions or omissions in granting alternative housing.

37. The Court further observes that the flat in question was sold by the bailiffs at a public auction to ensure the repayment of a loan which Ms M. owed to a third person. There is no information whether that situation had occurred because of a particularly difficult financial situation, age, disability or her being otherwise vulnerable (contrast with cases concerning "rent control" and prevention of homelessness, for example, *Lindheim and Others* and *Edwards*, both cited above; and, for a more recent case, *Kasmi v. Albania*, no. 1175/06, § 76, 23 June 2020; also contrast *Béla Németh v. Hungary*, no. 73303/14, 17 December 2020, concerning the foreclosure of property mortgaged under foreign currency loans). Moreover, the price at which the flat was sold was more than twice the amount of Ms M.'s debt (see paragraph 3 above), meaning that she was left with quite a substantial amount of money after the sale of her flat, which would have allowed her to at least find a dwelling to rent. Those facts, alongside any other relevant considerations regarding Ms M.'s personal situation, were not addressed by the authorities, particularly the Supreme Court, as an element in the balancing exercise, which was required.

38. Moreover, it appears that the applicant tried to regularise (and, to a certain extent, remedy) the situation by proposing to lease the flat to Ms M. and her son, but that proposal was apparently rejected. On the contrary, the

applicant was made to pay the utilities debt accumulated by the unwanted inhabitants (see paragraph 7 above). While it is true that he was later able to secure its reimbursement by Ms M., the Court does not overlook the time, effort and additional costs (for legal aid, for example) that the applicant had to invest in achieving that.

39. Lastly, it appears that the applicant was eventually forced to sell the flat, having never gained possession of it (contrast *Béla Németh*, cited above, § 53). Even in the absence of any documents confirming his allegation that he had obtained much less than the normal price, considering that third persons had been residing in the flat, the Court is inclined to see the very fact of the sale as a sign of frustration and despair caused by the prolonged impossibility of freely enjoying his possessions.

40. The considerations above are sufficient for the Court to conclude that a disproportionate and excessive burden was imposed on the applicant. He was made to bear most of the social and financial costs of supplying accommodation to the previous owners of the flat. It follows that no requisite fair balance was struck between the general interests of the community and the protection of the applicant's property rights. The Government's preliminary objections previously joined to the merits are, therefore, dismissed.

41. There has accordingly been a violation of Article 1 of Protocol No. 1 to the Convention.

APPLICATION OF ARTICLE 41 OF THE CONVENTION

42. The applicant asked the Court to award him just satisfaction in the amount of 20,000 euros (EUR), without specifying under which head he was requesting that amount. He also claimed 92,000 Ukrainian hryvnias (EUR 2,000 according to the applicant's calculations) for the costs and expenses incurred at the domestic level. He has not provided any detailed explanation of those expenses or any supporting documents.

43. The Government disagreed with the applicant's claims, reiterating their argument that the application was either inadmissible or that there was no violation, and that, in any event, the applicant's claims were unsubstantiated.

44. Having regard to the documents in its possession, the nature of the violation found and the fact that the applicant must have suffered anxiety and distress throughout the years he was unable to enjoy his property, the Court awards the applicant EUR 6,000 in respect of non-pecuniary damage.

45. In view of the lack of any documents to support the claim for costs and expenses, the Court makes no award under this head.

FOR THESE REASONS, THE COURT, UNANIMOUSLY,

1. *Joins* the Government's preliminary objections to the merits of the case and *dismisses* them;

2. *Declares* the application admissible;

3. *Holds* that there has been a violation of Article 1 of Protocol No. 1 to the Convention;

4. *Holds*
   (a) that the respondent State is to pay the applicant, within three months, EUR 6,000 (six thousand euros), plus any tax that may be chargeable, in respect of non-pecuniary damage, to be converted into the currency of the respondent State at the rate applicable at the date of settlement;
   (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.

5. *Dismisses* the remainder of the applicant's claim for just satisfaction.

Done in English, and notified in writing on 3 September 2026, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Martina Keller Deputy Registrar	María Elósegui President