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

FIFTH SECTION

DECISION

Application no. 57663/18
Anne Grethe RIHM
against Norway

The European Court of Human Rights (Fifth Section), sitting on 7 October 2021 as a Committee composed of:

Ganna Yudkivska, *President,*
Arnfinn Bårdsen,
Mattias Guyomar, *judges,*
and Martina Keller, *Deputy Section Registrar,*

Having regard to the above application lodged on 29 November 2018;

the decision to give notice to the Norwegian Government ("the Government") of the application;

the Government's observations,

Having deliberated, decides as follows:

THE FACTS

1. The applicant, Ms Anne Grethe Rihm, is a Norwegian national, who was born in 1959 and lives in Stavanger. She was represented before the Court by Mr B. Endresen, a lawyer practising in Stavanger. The Government were represented by their Agent, Mr M. Emberland of the Attorney General's Office (Civil Matters), assisted by Mr A.J. Dahl, advocate at the same office.

2. The facts of the case, as submitted by the Government and not contested by the applicant, may be summarised as follows.

3. The applicant was the owner of five properties in the municipality of Stavanger and three properties in other municipalities.

4. Between May 2016 and January 2017 the municipality of Stavanger sent seven claims against the applicant to a debt collection agency, six of which related to unpaid municipal fees and property taxes and were by way of the legislation on creditors' recovery secured by statutory liens on each of

the properties to which the claims related, one of which related to an unpaid licence fee.

5. One of the properties for which municipal fees and property tax were outstanding was that on which the applicant had her registered home address. As to the claim relating to that property, the applicant received an invoice of 15 August 2016, a reminder of 17 January 2017, and then a notice that an application for compulsory sale would be filed of 21 March 2017.

6. In connection with a similar application for foreclosure of one of the other properties belonging to the applicant, she argued that she had had an agreement with the municipality that their debt collection vis-à-vis her would be suspended until 10 April 2017, which the municipality denied however. On 7 April 2017 the applicant wired 14,000 Norwegian kroner (NOK) – today approximately 1,370 euros (EUR) – accompanied by the text "full payment regarding all claims" with the debt collection agency. The wire transfer was also tagged with the case number ("25211606") of one of the seven cases dealt with by the collection agency.

7. The amount transferred was insufficient to cover all the outstanding amounts with the municipality because additional fees had accrued by the time that the payment was made. The applicant was informed about this in a letter dated 10 April 2017 and that the amount she had transferred, in so far as it exceed the outstanding claim registered on the debt collection agency's case number 25211606, would be used as payment on the claims in two of the other cases against her that they had ongoing. This solution was accepted by the applicant and entailed that the claim attached to the property mentioned in the preceding paragraph – in respect of which the agency had already applied for a foreclosure order – was fully settled and the agency withdrew the application in respect of that property.

8. On 25 April 2017 the debt collection agency anew sent a notification concerning foreclosure of the property on which the applicant had her registered home address. It read that an application for foreclosure would be sent to the regional court if she did not either pay the outstanding amount within seven days or contact the agency about an instalment plan. It also read that a foreclosure would entail the accrual of additional fees.

9. On 8 May 2017 the debt collection agency sent an application for foreclosure to the Stavanger City Court (*tingrett*). Including the additional fees and interests that had accrued by then, the outstanding amount attached to that property by way of the statutory lien was NOK 7624,10 – today approximately EUR 750.

10. In a letter of 9 May 2017, formally served on the applicant on 16 May 2017, the City Court notified the applicant of the application. According to the letter, the applicant could avoid the foreclosure by paying the outstanding claim within one month. After that time-limit, on 25 June 2017, the applicant wrote a letter to the court in which she contested the

claim on the basis of the said agreement that she argued had been entered into with the municipality concerning postponement of the collection of her debt (see paragraph 6 above). Because of that alleged agreement, she argued, she was not liable for the additional fees and interests that had accrued. The debt collection agency responded in a letter received at the City Court on 4 July 2017, to which the logs of phone conversations relating to the case were attached. The agency emphasised that they had strict routines as to recording any remarks from debtors relating to their cases.

11. In a letter of 5 July 2017 the City Court contacted the parties in order to enquire whether an instalment plan could not be entered into and the foreclosure therefore be put on hold.

12. The debt collection agency responded positively in a letter of 12 July 2017. In an email from the applicant of 25 August 2017 she presented an overview of how the case had proceeded, as she saw it.

13. On 1 September 2017 the City Court sent another letter to the parties, asking the debt collection agency to prepare an overview of all the outstanding claims against the applicant in order to make it possible to "arrive at a sensible solution" of her cases.

14. On 7 September 2017 the debt collection agency responded with an overview as requested. They also stated that the municipality would not drop the claims but would enter into an instalment plan.

15. On 19 September 2017 the City Court once again wrote to the applicant and the debt collection agency and encouraged the applicant to contact the agency in order to find an amicable solution to the case.

16. There was also other correspondence between the applicant, the debt collection agency and the City Court around this time, which did not lead to anything.

17. On 16 November 2017 the City Court granted the application for a foreclosure. In the decision it examined the applicant's argument that she had entered into an agreement with the municipality that they would postpone the collection of their outstanding claims, but found that it was not probable that such an agreement had been made. Apart from this, the City Court noted that the municipal taxes and interests and costs relating to their collection were secured by statutory lien and that there was accordingly a legal basis for enforcing the claim.

18. On 17 November 2017 the City Court appointed a real estate broker company to deal with the judicial sale and also wrote to the land registry authorities in order to have the foreclosure order registered in the cadastre.

19. On 18 December 2017 the applicant appealed against the City Court's decision to the High Court (*lagmannsrett*). In the appeal she maintained her argument that there had been an agreement with the municipality and also alleged that selling the property would violate her rights under Article 8 of the Convention and Article 1 of Protocol No. 1 to the Convention.

20. Due to the appeal, the City Court asked the real estate broker to put the sale of the property on hold until the appeal had been decided. In their response to the appeal the municipality, *inter alia*, informed that there had in the meantime been another case concerning foreclosure of another one of the applicant's properties, which had been withdrawn because the applicant had in that case settled the claim.

21. On 20 February 2018 the High Court dismissed the applicant's appeal against the City Court's decision. As had the City Court, it considered that there had been no agreement in which the municipality had accepted to postpone the collection of her debt. As to her Convention arguments the High Court stated that – as it understood the case – the property in question was the applicant's home. It was however a case of a person who owned several properties and owed taxes for several of them, and the claim which formed the basis of the application before it related to the very property that was requested foreclosed and was secured by statutory lien on that property. It also noted that it was a matter of a modest claim which the applicant had been given ample time to settle.

22. On 30 May 2018 the Supreme Court's Appeals Committee (*Høyesteretts ankeutvalg*) dismissed the applicant's appeal against the High Court's decision, finding that it could clearly not succeed.

23. On 18 June 2018 the City Court returned to the real estate broker company informing them that the sale efforts could resume as the appeals proceedings had come to an end. The applicant then paid the claim and on 24 August 2018 the debt collection agency withdrew the foreclosure application. On 31 August 2018 the City Court lifted the case and the registration of the foreclosure order was thereafter accordingly removed from the cadastre.

COMPLAINTS

24. The applicant complained under Article 8 of the Convention and Article 1 of Protocol No. 1 to the Convention about the domestic courts' having granted the municipality's application for foreclosure of the property on which she had her home.

THE LAW

25. The applicant maintained that the decision to foreclose her property had violated her right to respect for her home as guaranteed by Article 8 of the Convention, which reads:

> "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."

She also maintained that the said decision had violated Article 1 of Protocol No. 1 to the Convention, which reads:

> "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."

26. The applicant did not submit any observations to the Court in a timely manner but reiterated her wish to pursue the application.

27. The Government invited the Court to find that the applicant had not suffered a significant disadvantage within the meaning of Article 35 § 3 (b) of the Convention. They also maintained that there had been no interference with rights either under Article 8 or Article 1 of Protocol No. 1 to the Convention. In any event, there had been no disproportionality given the circumstances of the applicant's case.

28. The Court finds in the circumstances that it is not necessary to decide on the applicability of Article 8 of the Convention or Article 1 of Protocol No. 1 to the Convention or on whether the applicant had suffered a significant disadvantage within the meaning of Article 35 § 3 (b), for the following reasons.

29. The application concerns a decision made by the Stavanger City Court, upheld on appeal, to foreclose one of the several properties belonging to the applicant, namely the one on which she had her home. The Court observes that the decision was made in proceedings where the applicant had every opportunity to participate and present evidence, that the domestic courts examined and responded to her arguments (see, in particular, paragraphs 10 and 21 above), and that the applicant did not complain about any alleged shortcomings in the concrete decision-making process. The case is already for that reason different from those of *Zehentner v. Austria* (no. 20082/02, 16 July 2009) and *Rousk v. Sweden* (no. 27183/04, 25 July 2013). Nor did the applicant complain that the legislation applicable at the material time had lacked the requisite protection against arbitrary interferences by the public authorities (contrast, for example, *Ljaskaj v. Croatia*, no. 58630/11, § 69, 20 December 2016). In the instant case, the applicant's complaint is effectively only that it was generally disproportionate to decide on foreclosure of a home on the basis of such a comparatively minor claim as had been at issue in her case (see paragraph 9 above).

30. In that context, the Court notes that foreclosure was decided on the basis of a statutory lien which attached to the applicant's particular property in respect of some of the running expenses on it, namely in the form of certain municipal property taxes and fees. While the Court has no grounds for assuming that the amount of taxes, fees and related expenses that had accrued on the property at the time was in any reasonable relation to the value of the property, it remains that the Court has no basis for considering that the taxes and fees that were running on the property or the costs relating to the applicant's failure to pay them as such should not be recovered one way or the other, and in this case the applicant never brought any options of alternative security to the table, even though she had every opportunity to do so (contrast, for example, *Vaskrsić v. Slovenia*, no. 31371/12, § 84, 25 April 2017). Moreover, the municipality repeatedly expressed a willingness to enter into an instalment plan (see paragraphs 12 and 14 above) by which the applicant could also have chosen to avoid the foreclosure decision, which she did not. Viewed in conjunction with the fact that the judicial sale was never effectuated, as the applicant, when it had become clear that her appeals against the foreclosure decision were fruitless and her allegations about having had an agreement with the municipality ill-founded, settled the claim – following which the sales proceedings were swiftly brought to an end (see paragraph 23 above) – and that the applicant did not complain about having suffered any kind of negative consequences because of the foreclosure order as such, the Court finds that the applicant has in any event not advanced any materials to indicate any appearance of any violations of either Article 8 of the Convention or Article 1 of Protocol No. 1 to the Convention in the specific circumstances of her case. It follows that the application is inadmissible for being manifestly ill-founded and must be rejected in accordance with Article 35 §§ 1 and 4.

For these reasons, the Court, unanimously,

Declares the application inadmissible.

Done in English and notified in writing on 4 November 2021.

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Martina Keller
Deputy Registrar

Ganna Yudkivska
President