



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

THIRD SECTION

CASE OF MEČIAR AND OTHERS v. SLOVAKIA

(Application no. 62864/09)

JUDGMENT

STRASBOURG

10 January 2017

This judgment will become final in the circumstances set out in Article 44 § 2 of the Convention. It may be subject to editorial revision.

In the case of Mečiar and Others v. Slovakia,

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

Luis López Guerra, *President*,

Helena Jäderblom,

Helen Keller,

Branko Lubarda,

Pere Pastor Vilanova,

Alena Poláčková,

Georgios A. Serghides, *judges*,

and Stephen Phillips, *Section Registrar*,

Having deliberated in private on 6 December 2016,

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

PROCEDURE

1. The case originated in an application (no. 62864/09) against the Slovak Republic lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) on 6 November 2009 by twenty-three natural or legal persons whose particulars appear in Appendix 1.

Two of the applicants, Mr V. Šindelár and Ms K. Šindelárová, died on 21 February 2010 and 24 April 2014 respectively (see points 13 and 14 of Appendix 1). Their son and sole heir Mr M. Šindelár expressed the wish to pursue the application in their stead.

2. The applicants were represented before the Court by Mr J. Brichta, a lawyer practising in Bratislava, and Mr M. Siman of EL Partners, s.r.o. in Bratislava. The Government of the Slovak Republic (“the Government”) were represented by their Agent, Ms M. Pirošíková.

3. The applicants complained under Article 1 of Protocol No. 1, both taken alone and in conjunction with Article 14 of the Convention, about restrictions which rules governing rent control had imposed on their right to peacefully enjoy their possessions.

4. By a decision of 21 February 2012, the Court declared the application partly admissible.

5. The applicants and the Government each submitted further written observations (Rule 59 § 1) on the merits and just satisfaction, and replied in writing to each other’s observations.

THE FACTS

I. THE CIRCUMSTANCES OF THE CASE

6. The applicants are owners of residential buildings in various parts of Bratislava and Košice which are subject to the rent-control scheme. They obtained ownership of the flats by various means, such as restitution, donation, inheritance or purchase. Under the relevant legislation they were obliged to let their flats to tenants while charging no more than the maximum amount of rent fixed by the State. The legislation precluded them from unilaterally terminating the leases, or selling the flats, other than to the tenants. The particulars of the flats affected by the rent control are set out in Appendix 3 (columns A-F).

7. The situation of the applicants is structurally and contextually the same as that in *Bittó and Others v. Slovakia* (no. 30255/09, 28 January 2014 (merits) and 7 July 2015 (just satisfaction) and three subsequently decided cases concerning the rent control-scheme in Slovakia (*Krahulec v. Slovakia*, no. 19294/07; *Bukovčanová and Others v. Slovakia*, no. 23785/07; and *Rudolfer v. Slovakia*, no. 38082/07, all adopted on 5 July 2016).

8. The applicants in the present case initially submitted that the regulated rent for a flat with a surface area of 72.56 sq. m was 71.5 euros (EUR) a month, whereas the free-market rent for such a flat was approximately EUR 830 a month. They further relied on the opinion of an expert written at their request on 19 July 2010, which set out the difference between the regulated rent and the market rent in a residential building located in the municipality of Bratislava-Nivy. Following the Court's decision to declare the application admissible, the applicants submitted voluminous expert opinions concerning their properties, in which they calculated the pecuniary damage that had resulted from the rent-control scheme as the difference between the market rent in similar dwellings and the regulated rent applicable to their property.

9. The Government initially submitted its own expert opinion, drawn up in 2010, which stated that the average free-market monthly rent for flats comparable to those of the applicants was between EUR 6.13 and 6.48 per sq. m in the municipality of Bratislava-Staré Mesto and EUR 3.14 and 3.55 per sq. m in Košice. In response to the detailed expert opinions submitted by the applicants, the Government submitted one by the Forensic Engineering Institute in Žilina, examining each of the expert opinions submitted by the applicants. They also submitted a report from the same institution of 7 December 2012, which pointed to what they considered to be errors in the opinions submitted by the applicants and which challenged the methods applied by their experts.

II. RELEVANT DOMESTIC LAW AND PRACTICE

10. The relevant domestic law and practice governing the rent-control scheme in Slovakia and its historical background are set out in the case of *Bittó and Others* (merits), cited above, §§ 7-16, 32-72).

11. On 15 September 2011, the Termination and Settlement of Tenancy (Certain Apartments) Act (“Law no. 260/2011”) came into force, which was enacted with a view to ending the rent-control scheme by 31 December 2016. The owners of apartments whose rent had been regulated were entitled to give notice of the termination of a tenancy contract by 31 March 2012. The law further entitled landlords to increase the rent by 20% once a year as of 2011.

THE LAW

I. AS TO THE *LOCUS STANDI* OF MR M. ŠINDELÁR

12. Two of the applicants, Mr V. Šindelár and Ms K. Šindelárová, died while the proceedings before the Court were ongoing (see paragraph 1 above). Their son and sole heir Mr M. Šindelár expressed the wish to pursue the application in their stead.

13. The Court notes that the present application concerns a property right which is, in principle, transferable to the next of kin of a deceased person. In those circumstances, the Court considers that Mr M. Šindelár has standing to continue the present proceedings in his late parents’ stead (see *Bittó and Others* (merits), cited above, § 74).

II. COMPLIANCE WITH THE SIX-MONTH TIME-LIMIT

14. Under Article 35 § 1 of the Convention, the Court may only deal with a matter “within a period of six months from the date on which the final decision was taken”. Where the alleged violation constitutes a continuing situation against which no domestic remedy is available, such as the application of a rent-control scheme in the present case, the six-month period starts to run from the end of the situation concerned (see *Bittó and Others* (merits), cited above, § 75). Pursuant to Article 35 § 4 of the Convention, the Court must reject any application which it considers inadmissible under that Article. It may do so at any stage of the proceedings.

15. Following the Court’s decision to declare the application admissible the parties submitted further information, which specified the periods of application of the rent-control scheme in respect of the flats concerned and

the period of ownership of the property in question. According to the information submitted by the applicants, rent control had ceased to apply or the applicants had ceased being owners of the flats indicated in Appendix 2 more than six months before the lodging of the application on 6 November 2009 (see paragraph 1 above).

16. To the extent that those applicants allege a breach of their rights as a result of rent control in respect of the flats indicated in Appendix 2, they have failed to respect the time-limit of six months laid down in Article 35 § 1 of the Convention.

It follows that this part of the application has been introduced out of time and must be rejected in accordance with Article 35 §§ 1 and 4 of the Convention.

III. ALLEGED VIOLATION OF ARTICLE 1 OF PROTOCOL No. 1

17. The applicants complained that their right to the peaceful enjoyment of their possessions had been breached as a result of the adoption and implementation of the rules governing the rent control which applied to their property. They relied on Article 1 of Protocol No. 1 to the Convention, 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.”

A. The arguments of the parties

1. *The applicants*

18. The applicants argued that the restrictions imposed on the use of their property, over a period of nearly twenty years, had been excessive, and submitted that the rent-control scheme had constituted a disproportionate burden on their ownership rights. They maintained that despite the increases that had been permissible from 2011 (see paragraph 11 above), regulated rent remained much lower than market rent. The amounts in question did not even suffice to cover the maintenance costs inherently associated with the buildings to which the rent-control scheme applied.

19. Furthermore, the amendments regarding the maximum regulated rent had not automatically entitled the applicants to charge the corresponding amounts as any rent increase had to be the subject of an agreement between the landlords and tenants. The legislation foresaw no compensation for

owners of residential buildings in the applicants' position and the legislation enacted in 2011 had unnecessarily prolonged the rent-control scheme until the end of 2016.

2. *The Government*

20. The Government conceded that the rent-control scheme had resulted in a restriction on the use of the applicants' property. However, the measure had been in accordance with the relevant domestic law, which met the requirements of accessibility and clarity and was sufficiently foreseeable in effect. It had also pursued a legitimate aim, namely, to protect tenants against unaffordable increases in rent.

21. As to the requirement of proportionality, the Government maintained that a swift deregulation of rents would have had unfavourable social implications. They challenged the figures given by the experts in the opinions submitted by the applicants relating to market rents for their property. They noted that the figures had been calculated by the same method as in *Bittó and Others* (cited above), to which they had objected. They provided different figures on the basis of their own expert evidence from the Forensic Engineering Institute in Žilina.

22. Lastly, the Government pointed out that the situation had been resolved by the passing of legislation to eliminate the rent control by the end of 2016.

B. The Court's assessment

23. The relevant case-law of the Court is summarised in *Bittó and Others v. Slovakia* (merits), cited above, §§ 94-100, with further references).

24. In that case, the Court found (i) that the rent-control scheme had amounted to an interference with the applicants' property, (ii) that that interference had constituted a means of State control of the use of their property to be examined under the second paragraph of Article 1 of Protocol No. 1, (iii) that it had been "lawful" within the meaning of that Article, (iv) that it had pursued a legitimate social policy aim, and (v) that it had been "in accordance with the general interest" as required by the second paragraph of that Article (*ibid.*, §§ 101-04). The Court has no reason to reach different conclusions on these points in the present cases.

25. The Court observes that the present case follows the pattern of *Bittó and Others* entirely, both structurally and contextually. The Government voiced the same objections as to the proportionality of the interference as in that case, and in particular challenged the method for estimating market rents relied on by the applicants.

26. The Court dealt with those arguments in depth in *Bittó and Others* (cited above, § 113) and pointed out that regardless of the difference in the calculation methods on which the parties relied, the evidence submitted by

both parties was sufficient to conclude that the regulated rent was considerably lower than the market rent, even after several increases in the regulated rent. In the subsequent judgment in the case of *Bukovčanová and Others* (cited above, § 42), the Court specifically took into account the legislation providing for the gradual increases in regulated rent referred to above (see paragraph 11) and held that there was no indication that those increases might have served as a basis for obtaining compensation for use of the property under the rent-control scheme with any retrospective effect.

27. On that basis, the Court found that in the implementation of the rent-control scheme the authorities had failed to strike the requisite fair balance between the general interests of the community and the protection of the applicants' property rights, as a result of which there had been a violation of their rights under Article 1 of Protocol No. 1 (*Bittó and Others* (merits), cited above, §§ 116 and 119, and *Bukovčanová and Others*, cited above, § 44).

28. The Court finds nothing to justify a different conclusion on the merits of the applicants' complaint in the present case than that reached in the cases cited above. In those circumstances, the Court cannot but conclude that the Slovakian authorities failed to strike the requisite fair balance between the general interests of the community and the protection of the applicants' right of property.

There has accordingly been a violation of Article 1 of Protocol No. 1.

IV. ALLEGED VIOLATION OF ARTICLE 14 OF THE CONVENTION TAKEN TOGETHER WITH ARTICLE 1 OF PROTOCOL No. 1

29. The applicants maintained that the restrictions imposed by the rent-control scheme amounted to discriminatory treatment. The Court considers it appropriate to examine this complaint under Article 14 of the Convention in conjunction with Article 1 of Protocol No. 1. Article 14 reads:

“The enjoyment of the rights and freedoms set forth in [the] Convention shall be secured without discrimination on any ground such as sex, race, colour, language, religion, political or other opinion, national or social origin, association with a national minority, property, birth or other status.”

30. The Government argued that the applicants' situation was not relevantly similar to that of owners of buildings to which the rent-control scheme did not apply. In particular, people like the applicants, to whom the buildings had been restored at the beginning of the 1990s, had been aware that the tenants living in the flats would retain the right to use them. Those tenants had had no right to purchase the flats in which they were living, unlike those living in publicly owned flats. There had therefore been a requirement to provide legal protection for those tenants by means of the rent-control scheme.

31. The Court dealt with essentially the same complaint in *Bittó and Others* (merits), cited above, §§ 120-25) and found that in view of its conclusion that there had been a breach of the applicants' rights under Article 1 of Protocol No. 1, no separate issue arose under Article 14 of the Convention. The Court sees no reason to hold otherwise in the present case. Accordingly, it is unnecessary to examine the merits of the applicants' complaint under those provisions taken together.

V. APPLICATION OF ARTICLE 46 OF THE CONVENTION

32. The Court notes that fourteen applications involving some 200 applicants are currently pending before it concerning similar matters to those obtaining in the present cases. As it noted recently in *Bukovčanová and Others* (cited above, §§ 17-18), the implementation of the Court's judgment in *Bittó and Others* (cited above) is still pending.

VI. APPLICATION OF ARTICLE 41 OF THE CONVENTION

33. Article 41 of the Convention provides:

“If the Court finds that there has been a violation of the Convention or the Protocols thereto, and if the internal law of the High Contracting Party concerned allows only partial reparation to be made, the Court shall, if necessary, afford just satisfaction to the injured party.”

A. Damage

34. The applicants claimed compensation for the pecuniary damage which they had suffered as a result of the obligation to let their flats under the rent-control scheme.

For the period between 18 March 1992 (the date of entry into force of the Convention in respect of the former Czech and Slovak Federal Republic, of which Slovakia is one of the successor States) and 31 May 2012, the amounts claimed were based on opinions prepared by experts (see paragraph 8 above) and determined as the difference between the market rent applicable to similar dwellings and the regulated rent which the applicants were allowed to charge throughout the period of ownership and application of the rent-control scheme. Those sums were then increased by default interest applicable under Slovak law. The individual applicants' claims are set out in Appendix 3 (column G). For the period starting 1 June 2012 they claimed a daily amount corresponding to the average daily loss determined by experts. Lastly, the applicants claimed 50,000 euros (EUR) each in respect of non-pecuniary damage.

35. The Government contested the method by which the experts hired by the applicants had determined the alleged pecuniary damage. They also

pointed to certain mathematical mistakes in those opinions. They argued that the Court should base its decision on the opinion of the Forensic Engineering Institute in Žilina (see paragraph 9 above).

The Government also argued that claims in respect of pecuniary damage should be rejected with regard to those applicants who had acquired the flats by purchase because they must have been aware of the rent-control scheme and could reflect that limitation in the purchase price.

Lastly, the Government objected to the applicants' claims in respect of non-pecuniary damage as being excessive.

36. The Court summarised the applicable case-law principles and has applied them in relation to claims for compensation in respect of pecuniary and non-pecuniary damage in a context similar to that in the present case in *Bittó and Others v. Slovakia* (just satisfaction), no. 30255/09, §§ 20-29, 7 July 2015).

37. In line with its findings in that case, the Court acknowledges that the applicants must have sustained damage which is to be compensated by an aggregate sum covering all heads of damage.

38. The Court has held in similar cases that the protection provided under the Convention should not be linked to the way applicants acquired their landlords' rights. In any event, the applicants who acquired flats by purchase could have reasonably expected that the rent-control scheme would soon be dismantled in view of the Government's plans and declarations (see *Bittó and Others v. Slovakia* (just satisfaction), cited above, § 26).

39. In determining the scope of the award, the Court refers to the criteria further developed in *Bukovčanová and Others v. Slovakia* (cited above, § 51). As in that case, the Court will take into account all the circumstances, including (i) the purpose and the context of the rent control and the level of the awards in *Bittó and Others* (cited above), (ii) the size of the property in question, (iii) the duration of the application of the rent-control scheme in relation to each individual part of the property, (iv) its location, and (v) the ownership shares of the respective applicants in the property.

40. The Court finds it appropriate to award the applicants the aggregate sums covering all heads of damage specified in Appendix 3 (column H), for a total amount of EUR 1,645,300, plus any tax that may be chargeable on those amounts.

B. Costs and expenses

1. Legal costs and costs of expert opinions

41. The applicants claimed EUR 176,177.04 in legal costs for their representation in proceedings before the Court and EUR 158,297.44 for the preparation of the expert opinions submitted to the Court in 2012. They

supported the former claim by providing legal assistance contracts and the latter by corresponding invoices.

42. The Government challenged the costs claimed by the applicants as being excessive. They objected that the applicants had not submitted documents proving that the legal costs had actually been paid. They further objected that when calculating their costs the applicants' experts had applied a 50% increase owing to the urgent nature of their work and another increase of 30% because it had been very complex. They also submitted that no costs should be awarded with regard to the flats in the application which had been lodged out of time.

43. According to the Court's case-law, an applicant is entitled to the reimbursement of costs and expenses only in so far as it has been shown that these have been actually and necessarily incurred and are reasonable as to quantum (see, for example, *Iatridis v. Greece* [GC], no. 31107/96, § 54, ECHR 1999-II).

44. As to the legal costs for the representation before the Court, the applicants submitted copies of legal assistance contracts, which state that their lawyer's fees are payable on conclusion of the proceedings before the Court. The Court has found no reason to doubt that that contractual provision actually constitutes a legal obligation on the part of the applicants to pay their lawyer those fees and that therefore they have to be considered as having been "actually incurred" (see *Tebieti Mühafize Cemiyeti and Israfilov v. Azerbaijan*, no. 37083/03, § 106, ECHR 2009).

45. The Court, however, agrees with the Government that the sums claimed for the expert opinions and legal fees are excessive. Regard being had to the complexity of the case, the number of applicants, the documents in its possession and the above criteria, the Court considers it reasonable to award the following sums:

(i) EUR 1,000 to each applicant in respect of legal costs for representation in the proceedings before the Court;

(ii) 25% of the global sum claimed in respect of the expert opinions on the rental value of individual flats, namely EUR 39,574.36. That amount is to be apportioned pro rata among the applicants according to the cost of their individual expert opinions;

46. The award in respect of costs and expenses therefore totals EUR 61,574.36, plus any tax that may be chargeable to the applicants.

2. *The rest of the claims*

47. The applicants further claimed EUR 8,325 in respect of legal assistance at the domestic level in the context of submissions to and negotiations with the public authorities and presentations to the media; EUR 1,605 in respect of translation costs, and EUR 4,284 in respect of the expert opinion issued in 2010. They indicated that the first two items had already been claimed by the applicants in *Bittó and Others v. Slovakia* (just

satisfaction), cited above) and claimed them in the present case only to the extent that they had not been reimbursed in that case.

48. In the Court's view, the sum claimed in respect of legal assistance at the domestic level is not related to legal representation which can be considered as having caused costs which were necessary, under the domestic legal order, for the rectification of the violation found. The Court therefore dismisses the claims under that head (see *Bittó and Others* (just satisfaction), cited above, § 35).

49. The rest of the costs and expenses claimed under this head have been reimbursed to the applicants in *Bittó and Others* (just satisfaction), cited above, § 36). The Court therefore dismisses the claims under this head.

C. Default interest

50. The Court considers it appropriate that the default interest rate should be based on the marginal lending rate of the European Central Bank, to which should be added three percentage points.

FOR THESE REASONS, THE COURT, UNANIMOUSLY,

1. *Holds* that Mr M. Šindelár has standing to continue the present proceedings in Mr V. Šindelár and Ms K. Šindelárová's stead;
2. *Declares* the application inadmissible to the extent that it concerns the application of the rent-control scheme to the flats indicated in Appendix 2;
3. *Holds* that there has been a violation of Article 1 of Protocol No. 1 to the Convention;
4. *Holds* that it is not necessary to examine the applicants' complaint under Article 14 of the Convention taken in conjunction with Article 1 of Protocol No. 1;
5. *Holds*
 - (a) that the respondent State is to pay the applicants, within three months from the date on which the judgment becomes final in accordance with Article 44 § 2 of the Convention:
 - (i) EUR 1,645,300 (one million six hundred and forty-five thousand three hundred euros), plus any tax that may be chargeable, in respect of pecuniary and non-pecuniary damage (paragraph 40);

- (ii) EUR 61,574.36 (sixty-one thousand five hundred and seventy-four euros and thirty-six cents), plus any tax that may be chargeable to the applicants, in respect of costs and expenses (paragraph 45);
- (b) that from the expiry of the above-mentioned three months until settlement simple interest shall be payable on the above amounts at a rate equal to the marginal lending rate of the European Central Bank during the default period plus three percentage points;

6. *Dismisses* the remainder of the applicants' claim for just satisfaction.

Done in English, and notified in writing on 10 January 2017, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Stephen Phillips
Registrar

Luis López Guerra
President

APPENDIX 1

List of applicants

1. Mr Tibor Mečiar, who was born in 1939 and lives in Bratislava.
2. Mr Vladimír Kalvoda, who was born in 1943 and lives in Bratislava.
3. Ms Adriana Kalvodová, who was born in 1945 and lives in Bratislava.
4. Mr Eberhard Borsig, who was born in 1936 and lives in Bratislava.
5. Ms Mária Borsigová, who was born in 1941 and lives in Bratislava.
6. Mr Richard Kalmár, who was born in 1969 and lives in Bratislava.
7. Mr Rudolf Kapráľ, who was born in 1944 and lives in Bratislava.
8. Ms Emília Kapráľová, who was born in 1945 and lives in Bratislava.
9. Mr Zoltán Holocsy, who was born in 1963 and lives in Bratislava.
10. Mr Miroslav Kubeš, who was born in 1960 and lives in Bratislava.
11. Mr Marián Kubeš, who was born in 1953 and lives in Bratislava.
12. Mr Rudolf Krchniak, who was born in 1956 and lives in Bratislava.
13. Mr Vladimír Šindelár, who was born in 1929 and lived in Bratislava. He died on 21 February 2010 and was replaced in the proceedings before the Court by his son Mr Marek Šindelár, who was born in 1973 and lives in Bratislava.
14. Ms Krystyna Šindelárová, who was born in 1944 and lived in Bratislava. She died on 24 April 2014 and was replaced in the proceedings before the Court by her son Mr Marek Šindelár.
15. Mr Ján Godáň, who was born in 1944 and lives in Bratislava.
16. Habitat, spol. s.r.o., a limited liability company with its registered office in Bratislava, represented by Mr T. Weis.
17. Mr Vlastimil Kátlovský, who was born in 1939 and lives in Brezová.
18. Mr Ctibor Michalovský, who was born in 1948 and lives in Košice.
19. Mr Miloš Taranza, who was born in 1952 and lives in Bratislava.
20. Lybed, s.r.o., a limited liability company with its registered office in Bratislava, represented by Mr S. Čermák.
21. Mr Zdenko Pinkava, who was born in 1941 and lives in Bratislava.
22. Ms Oľga Gašparíková, who was born in 1951 and lives in Bratislava.
23. Cirkevný zbor reformovanej kresťanskej cirkvi na Slovensku, a religious association with its registered seat in Bratislava, represented by Mr I. Peres.

The applicants who are natural persons are Slovak nationals, with the exception of Ms K. Šindelárová, who was a Polish national. Mr J. Godáň is also a national of Switzerland and Belgium.

The applicants listed respectively under points 2 and 3, 4 and 5, and 7 and 8 are spouses. The applicants listed under points 13 and 14 were also spouses.

APPENDIX 2

Inadmissible complaints

Applicant	Residential building	Flat concerned	Period of application of rent control
Kalvoda Vladimír Kalvodová Adriana Borsig Eberhard Borsigová Mária	Vysoká 25, Bratislava	2	27/12/1990 - 04/09/2003
		5	27/12/1990 - 31/05/1997
		10	27/12/1990 - 12/07/1994
		11	27/12/1990 - 30/06/2001
Kalmár Richard	Mýtina 39, Bratislava	4	10/07/1994 - 01/09/2005
		5	10/07/1994 - 31/08/2007
		6	10/07/1994 - 31/12/2005
		10	10/07/1994 - 01/04/2007
		13	10/07/1994 - 31/05/2004
		14	10/07/1994 - 30/09/2004
Kaprál Rudolf Kapráľová Emília	Kvačalova 23, Bratislava	6	13/04/2004 - 30/09/2004
Holocsy Zoltán	Kvačalova 23, Bratislava	1	25/02/1997 - 01/12/2003
		6	25/02/1997 - 30/09/2004
Kubeš Miroslav Kubeš Marián	Banskobystrická 16, Bratislava	5	11/07/1999 - 30/06/2003
		6	11/07/1999 - 30/11/2001
Krchniak Rudolf	Moskovská 16, Bratislava	2	24/09/1991 - 15/06/1995
		4	24/09/1991 - 30/05/1992
		5	24/09/1991 - 30/11/1992
		6	24/09/1991 - 30/11/2005
		7	24/09/1991 - 06/12/2006
		10	01/02/1990 - 30/06/1996
		12	24/09/1991 - 14/08/2003
	13	24/09/1991 - 05/12/2001	
	Sasinkova 19, Bratislava	1	24/09/1991 - 30/01/1993
		3	24/09/1991 - 31/10/1993
		4	24/09/1991 - 24/03/1997
		5	24/09/1991 - 24/09/2002
		6	24/09/1991 - 28/02/1999
7		24/09/1991 - 25/10/2000	
Mečiar Tibor	Panenská 36, Bratislava	10	01/02/1993 - 31/07/2007
		12	01/02/1993 - 31/12/1999
Šindelár Marek	Panenská 36, Bratislava	10	01/02/1993 - 31/07/2007
		12	01/02/1993 - 31/12/1999
	Mudroňova 33, Bratislava	5	09/09/2002 - 10/10/2005
Godáň Ján	Mudroňova 33, Bratislava	5	09/06/2004 - 13/10/2005
HABITAT, spol. s.r.o.	Saratovská 4, Bratislava	1	16/04/1997 - 17/01/2008
		2, 29	16/04/1997 - 13/08/2003
		3, 20 38, 46,	16/04/1997 - 17/05/1999

		52, 53	
		4	16/04/1997 - 26/05/2006
		5	16/04/1997 - 14/09/2001
		7	16/04/1997 - 22/03/2004
		9	16/04/1997 - 02/04/2004
		10	16/04/1997 - 08/03/2004
		11, 15, 42, 50, 51, 65	16/04/1997 - 08/09/1998
		12	16/04/1997 - 06/04/2005
		13, 14, 58	16/04/1997 - 09/02/2004
		16	16/04/1997 - 07/12/2001
		17	16/04/1997 - 12/06/2008
		18	16/04/1997 - 17/10/2005
		19	16/04/1997 - 17/04/2003
		21	16/04/1997 - 18/01/2006
		22	16/04/1997 - 24/01/2005
		23	16/04/1997 - 23/06/2004
		24, 32	16/04/1997 - 27/12/2002
		26	16/04/1997 - 19/10/2001
		27	16/04/1997 - 10/04/2003
		28	16/04/1997 - 08/09/1998
		34	16/04/1997 - 24/10/2000
		35	16/04/1997 - 11/06/2008
		36	16/04/1997 - 20/02/2008
		37	16/04/1997 - 28/04/2003
		39	16/04/1997 - 06/06/2003
		40	16/04/1997 - 21/11/2002
		43	16/04/1997 - 17/08/2005
		44, 63	16/04/1997 - 23/10/2001
		45	16/04/1997 - 15/11/2005
		47	16/04/1997 - 29/05/2007
		48	16/04/1997 - 21/05/2007
		49	16/04/1997 - 16/03/2004
		54	16/04/1997 - 26/02/2007
		55	16/04/1997 - 06/06/2006
		56	16/04/1997 - 30/05/2006
		57	16/04/1997 - 18/10/2001
		60	16/04/1997 - 15/08/2005
		62	16/04/1997 - 24/08/2006
		66	16/04/1997 - 03/09/2002
		67	16/04/1997 - 05/08/2003
		68	16/04/1997 - 03/01/2008
		69	16/04/1997 - 08/02/2007
Kátlovský Vlastimil	Blumentálska 6, Bratislava	1	01/12/1992 - 01/04/1995
		2	01/12/1992 - 30/06/2004
		4	01/12/1992 - 30/07/2004
		5	01/12/1992 - 30/08/1996
Michalovský Ctibor	Masarykova 12, Košice	1	01/10/1999 - 05/02/2001

		3	01/10/1999 - 31/12/2004
		5	01/10/1999 - 30/03/2004
		6	01/10/1999 - 31/12/2001
		9	01/10/1999 - 01/09/2005
		11	01/10/1999 - 01/04/2001
		12	01/10/1999 - 01/03/2004
Taranza Miloš	Francisciho 11, Bratislava	5	13/02/2006 - 18/04/2007
		13	13/02/2006 - 29/02/2008
		14	13/02/2006 - 12/12/2008
Gašparíková Oľga	Medená 35, Bratislava	all flats	30/01/1999 - 10/12/2006

APPENDIX 3

A. Applicant	B. Residential building address	C. Flat no.	D. Area [m ²]	E. Period of application of rent control	F. Ownership share	G. Pecuniary damage claimed [€]	H. Just satisfaction awarded [€]
Kalvoda Vladimír Kalvodová Adriana Borsigová Mária Borsig Eberhard	Vysoká 25, Bratislava – Staré mesto	1	66.55	18/03/1992 -	4/10	624,163.26	56,100
		6	69.79	18/03/1992 -	1/10*	156,040.75*	14,100*
		4	69.79	18/03/1992 - 31/01/2011			
		7	66.55	18/03/1992 - 31/01/2013	4/10	624,163.26	56,100
		8	69.79	18/03/1992 - 31/01/2014	1/10*	156,040.75*	14,100*
Kalmár Richard	Mýtna 39, Bratislava – Staré mesto	2	87.81	10/07/1994 - 31/08/2013	2/8	1,446,755.01	159,500
		3	81.10	10/07/1994 -	(10/07/1994 - 12/01/2004)		
		7	51.34	10/07/1994 -			
		8	87.81	10/07/1994 -	1/1		
		9	81.10	10/07/1994 -	(13/01/2004 -)		
		11	87.81	10/07/1994 -			
		12	81.10	10/07/1994 -			
16	51.34	10/07/1994 -					
Holocsy Zoltán	Kvačalova 23, Bratislava - Ružinov	2	61.60	25/02/1997 - 07/11/2012	1/1	652,317.25	60,900
		3	66.50	25/02/1997 - 07/11/2012	(25/02/1997 - 12/04/2004)		
		7	66.50	25/02/1997 - 07/11/2012			
		4	66.50	25/02/1997 - 29/02/2012	1/6		
		5	66.50	25/02/1997 - 07/03/2011	(13/04/2004 - 07/11/2012)		

		8	66.50	25/02/1997 - 02/07/2012			
Kaprál Rudolf Kapráľová Emília	Kvačalova 23, Bratislava - Ružinov	2	61.60	13/04/2004 -	5/6* (13/04/2004 - 07/11/2012)	316,552.78	62,400
		3	66.50	13/04/2004 -			
		7	66.50	13/04/2004 -			
		4	66.50	13/04/2004 - 29/02/2012	1/1* (8/11/2012 -)		
		5	66.50	13/04/2004 - 07/03/2011			
		8	66.50	13/04/2004 - 02/07/2012			
Kubeš Miroslav	Banskobystrická 16, Bratislava – Staré mesto	1	67.26	11/07/1999 - 06/06/2011		13/600 (11/07/1999 - 06/10/2002) 117/600 (07/10/2002 - 06/06/2011)	77,961.29
		3	68.78	11/07/1999 - 06/06/2011			
		4	116.65	11/07/1999 - 06/06/2011			
Kubeš Marián	Banskobystrická 16, Bratislava – Staré mesto	1	67.26	11/07/1999 - 06/06/2011	13/600 (11/07/1999 - 18/02/2003) 117/600 (19/02/2003 - 06/06/2011) 1/ 1 - flat no. 4 (07/06/2011 -)	85,553.35	18,600
		3	68.78	11/07/1999 - 06/06/2011			
		4	116.65	11/07/1999 -			
Krchniak Rudolf	Moskovská 16, Bratislava - Staré mesto	1	40.48	18/03/1992 - 31/07/2010	1/1	1,733,274.56	99,100
		3	41.20	18/03/1992 - 31/10/2011			
		8	28.08	18/03/1992 - 28/02/2011			
		9	41.72	18/03/1992 - 28/02/2011			
		11	41.89	18/03/1992 - 31/03/2010			
		14	42.85	18/03/1992 - 31/10/2009			
Šindelár Marek (heir of V. Šindelár and K. Šindelárová)	Panenská 36, Bratislava - Staré mesto	1	67.59	01/02/1993 - 26/11/2009	V. Šindelár: 210/1800 (01/02/1993 - 20/02/2010) V. Šindelár, K. Šindelárová: 132/1800*	735,841.73	48,500
		2	85.25	01/02/1993 -			
		4	69.48	01/02/1993 -			
		7	67.59	01/02/1993 -			
		9	67.59	01/02/1993 -			

		13 3 5 6 8 11	38.81 90.56 73.92 85.25 85.25 31.49	01/02/1993 - 01/02/1993 - 27/07/2012 01/02/1993 - 28/02/2010 01/02/1993 - 04/05/2013 01/02/1993 - 24/01/2013 01/02/1993 - 21/07/2012	(26/06/2004 - 20/02/2010) K. Šindelárová:210/1800 (20/02/2010 – 24/04/2014) M. Šindelár: 132/1800 (20/02/2010 - 24/04/2014) M. Šindelár: 342/1800 (24/04/2014 -)		
Šindelár Marek (heir of V. Šindelár and K. Šindelárová)	Mudroňova 33, Bratislava - Staré mesto	2 3 6 4	77.22 95.14 55.71 56.02	09/09/2002 – 09/09/2002 – 09/09/2002 – 09/09/2002 - 11/11/2011	V. Šindelár, K. Šindelárová: 1/2* (09/09/2002 - 20/02/2010) K. Šindelárová: 1/8 (20/02/2010 - 09/11/2010) M. Šindelár: 3/8 (20/02/2010 - 09/11/2010) K. Šindelárová: 4/8 (10/11/2010 - 24/04/2014) M. Šindelár: 4/8 (10/11/2010 - 24/04/2014) M. Šindelár: 1/1 (24/04/2014 -)		33,700
Mečiar Tibor	Panenská 36, Bratislava - Staré mesto	1 2 3 4 6 7 8 9 11	67.59 85.25 90.56 69.48 85.25 67.59 85.25 67.59 31.49	01/02/1993 - 26/11/2009 01/02/1993 - 24/01/2011 01/02/1993 - 24/01/2011 01/02/1993 - 24/01/2011 01/02/1993 - 24/01/2011 01/02/1993 - 24/01/2011 01/02/1993 - 24/01/2011 01/02/1993 - 24/01/2011 01/02/1993 - 24/01/2011	64/1800 (01/02/1993 - 02/06/2000) 96/1800 (03/06/2000 - 04/05/2009) 192/1800 (05/05/2009 - 24/01/2011)	167,911.95	12,900

		13 5	38.81 73.92	01/02/1993 - 24/01/2011 01/02/1993 - 28/02/2010			
Godáň Ján	Mudroňova 33, Bratislava - Staré mesto	2 3 6 4	77.22 95.14 55.71 56.02	09/06/2004 - 09/11/2010 09/06/2004 - 09/11/2010 09/06/2004 - 09/11/2010 09/06/2004 - 09/11/2010	1/2	174,334.55	15,900
HABITAT, spol. s.r.o.	Saratovská 4, Bratislava - Dúbravka	6 41 59 61 70 71 8 25 30 31 33 64	22.89 37.39 37.39 58.85 37.39 37.39 50.21 58.85 22.89 58.85 38.67 37.39	16/04/1997 - 16/04/1997 - 16/04/1997 - 16/04/1997 - 16/04/1997 - 16/04/1997 - 16/04/1997 - 30/09/2013 16/04/1997 - 27/04/2011 16/04/1997 - 11/11/2010 16/04/1997 - 11/11/2010 16/04/1997 - 01/10/2013 16/04/1997 - 29/09/2010	1/1	3,596,631.84	152,400
Kátlovský Vlastimil	Blumentálska 6, Bratislava – Staré mesto	6 7	111.16 110.30	01/12/1992 - 01/12/1992 -	4/30	200,973.48	13,200
Michalovský Ctibor	Masarykova 12, Košice	2 4 8 10 13 14	77.45 76.62 78.43 78.79 97.48 76.18	01/10/1999 – 01/10/1999 – 01/10/1999 – 01/10/1999 – 01/10/1999 – 01/10/1999 -	1/1	759,519	151,900
Taranza Miloš	Francisciho 11,	2	83.67	13/02/2006 -	1/2 (13/02/2006 - 17/04/2007)	541,068.92	88,100

	Bratislava – Staré mesto	6 9 12 16 3 4 10 15 17	83.67 71.68 60.15 59.58 24.91 60.15 83.67 42.69 34.25	13/02/2006 - 13/02/2006 - 13/02/2006 - 13/02/2006 - 13/02/2006 - 21/07/2009 13/02/2006 - 27/02/2012 13/02/2006 - 31/05/2014 13/02/2006 - 11/08/2009 13/02/2006 - 01/06/2011	1/1 (17/04/2007 -)		
Lybed, s.r.o.	Česká 100/9, Bratislava – Nové Mesto	1 2 4 3	64.36 67.64 72.81 72.85	17/08/2009 – 17/08/2009 – 17/08/2009 – 17/08/2009 - 30/09/2012	1/1	65,094.36	30,800
Pinkava Zdenko	Šancová 2, Bratislava – Staré mesto	4 5 6 8 9 10 11 12 13 14 15 16 17 18 19	60.37 60.37 63.17 121.16 77.52 87.32 144.68 132.35 56.39 60.37 47.26 89.05 132.35 71.23 137.16	18/3/1992 - 18/9/2013 all flats	10/48	1,347,549.25	147,100

		20	136.66				
		21	147.35				
		22	132.35				
		23	49.84				
Cirkevný zbor reformovanej kresťanskej cirkvi na Slovensku	Obchodná 12, Bratislava – Staré mesto	1	123.13	18/03/1992 - 31/01/2012	1/1	3,722,763.53	401,300
		2	125.91	18/03/1992 -			
		3	150.50	18/03/1992 -			
		4	106.31	18/03/1992 -			
		6	134.93	18/03/1992 -			
		7	159.61	18/03/1992 -			
		5	129.89	18/03/1992 - 31/01/2014			
Total						1,645,300	

* joint marital ownership