

LAW ON HOUSING RELATIONS

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(Consolidated text)

I GENERAL PROVISIONS

Article 1

This Law regulates the rights and obligations of citizens regarding apartment usage.

Article 2

The citizen who moved into a socially owned apartment on the basis of the contract on apartment usage shall acquire the right to use that apartment permanently in order to satisfy his / her personal or family needs, under the conditions stipulated by this Law, as well as the right to participate in residential building management according to a special law (occupancy right).

The citizen who moved into an apartment owned by a citizen on the basis of the contract on lease, shall acquire the right to use that apartment, under the conditions stipulated by this Law and the contract on lease of the apartment.

Article 3

Workers in basic organisations of associated labour, work collectives, contractual organisations of associated labour, basic joint organisations, basic co-operative organisations, agricultural producers' and other co-operatives are entitled to allocate apartments to workers for use.

In exceptional cases, socio-political organisations, social organisations, as well as other self-management organisations and collectives may allocate apartments for use to specific categories of working people and citizens if these persons do not exercise the right to an apartment in accordance with paragraph 1 of this Article.

Social-legal persons referred to in paragraphs 1 and 2 of this Article (hereinafter: allocation right holder) allocate apartments for use if they are the usage and disposal right holders to these apartments.

Article 4

A set of premises which have residential purposes and constitute, as a rule, one construction entity and have a separate entrance is considered an apartment.

Article 5

An apartment may be converted into business premises.

The Municipal Assembly may, in exceptional cases, define in which cases and under which conditions the apartment can be converted into business premises.

Article 6

Premises used as temporary accommodation (temporary workers' apartments at construction sites, in huts, etc.) as well as premises for accommodation of individuals (hostels for single persons, students, pupils, pensioners, etc.) are not considered as apartments according to this Law.

While using these apartments the users of the premises referred to in paragraph 1 of this Article shall acquire only the rights defined by the general enactment of the allocation right holder to these premises as well as the rights defined by the contract on lease of these premises.

Article 7

Provisions of this Law shall not apply to the apartment used for official purposes nor to socially owned apartments given for lease.

Apartments which are used for a certain official duty and function and which are defined as such by the self-management general enactment of the allocation right holder are considered as apartments used for official purposes.

Apartments for lease are those socially owned apartments which have been built or acquired solely for that purpose.

While using these apartments the users of the apartments referred to in paragraphs 1 and 2 of this Article shall acquire only the rights defined by the general enactment of the allocation right holder to these premises as well as the rights defined by the contract on lease of these premises and they shall not acquire occupancy rights.

The usage of the apartments referred to in paragraph 1 of this Article shall not affect the acquisition or usage of an apartment with an occupancy right.

Article 8

An appropriate apartment, according to this Law, is an apartment which does not aggravate materially the housing conditions of the occupancy right holder who is supposed to move into this apartment taking into consideration all housing conditions, especially the size, comfort and location of the apartment.

One or several premises protecting the users from natural disasters and their household goods from damage are considered as emergency accommodation.

Occupancy right cannot be acquired to a premise which is considered as emergency accommodation but only those rights defined by the document on the allocation of emergency

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accommodation.

Providing of emergency accommodation also means providing of one or several premises to the user as a tenant, for the period of two years, provided that the person obliged to provide emergency accommodation shall bear total or partial costs thereof if the user has no financial means to pay for such an accommodation.

Families with children who are under 7 years old, children with psycho-physical or physical deficiencies and pregnant women cannot be placed into emergency accommodation, nor very ill persons whose health conditions would, according to the medical diagnosis, be seriously aggravated if accommodated under such conditions.

Article 9

The apartment user, according to this Law, is the occupancy right holder and his / her family household members who live together with him / her, as well as the persons who are no longer members of that household but who remained in the same apartment.

The family household members, according to this Law, are: spouse, children (born in wedlock or out of wedlock or adopted), stepchildren and grandchildren without parents, parents (father and mother, stepfather, stepmother and adopter) and other persons whom the occupancy right holder is obliged to support in accordance with the law, or the persons who are obliged to support the occupancy right holder in accordance with the law, and who live with him / her.

If no family household member remained in the apartment after the death of the occupancy right holder but only a person who is no longer the family household member of the occupancy right holder (divorced spouse, adopted person, adopter, spouse of a deceased family household member, etc.), the membership of the family household of the occupancy right holder may be recognised to that person if the person lived for at least two years continuously with the occupancy right holder until his / her death, provided that the person is not a family household member of another person.

Article 10

The housing body, according to this Law, is a municipal assembly administrative body responsible for housing affairs.

II OCCUPANCY RIGHT

1. Acquisition of occupancy right

Article 11

The citizen shall acquire occupancy right as of the day of lawful moving into the apartment.

Article 12

The occupancy right holder may have occupancy right to one apartment.

Article 13

The person who uses two or more apartments is obliged to inform the housing body on that matter no later than 15 days from the day when he / she started using the apartments, and decide which apartment he / she is going to use.

If the occupancy right holder who uses several apartments does not declare which apartment he / she is going to use and does not vacate other apartments, the housing body shall, having conducted the hearing of the party, issue a decision stating which apartment the occupancy right holder is going to use and which apartment he / she is obliged to vacate, taking into consideration the housing needs of his / her family household.

Every person may suggest to the housing body to issue a decision on the eviction of the person referred to in paragraph 2 of this Article.

Article 14

If the occupancy right holder, his / her spouse or an underage member of his / her family household have or acquire ownership to a family residential building or apartment in certain residential areas in the same or neighbouring municipality or town and if that apartment suits his / her needs and the needs of his / her family household members who live together with him / her, he / she as well as all users of the apartment are obliged to vacate the apartment which they use on the basis of the contract on apartment usage.

In the case referred to in paragraph 1 of this Article, the occupancy right holder shall be obliged, no later than 60 days from the day of acquisition or vacating the family residential building or the apartment in his / her ownership, to return the socially owned apartment containing no persons or things to the allocation right holder of that apartment.

If the occupancy right holder does not proceed according to the provisions referred to in paragraphs 1 and 2 of this Article, the municipal housing body shall issue a decision on his / her eviction from the apartment.

The Municipal Assembly stipulates by its regulation to which residential areas referred to in paragraph 1 of this Article the provisions of Article 14 of this Law shall apply, as well as what the criteria are for determining what apartment suits the needs of the occupancy right holder and the needs of his / her family household members who live together with him / her, applying thereby the standards about the rational usage of the apartment (Article 82).

Article 14a

If the occupancy right holder is of the opinion that the residential building or the apartment in his / her ownership does not suit his / her needs and the needs of his / her family household members, he / she shall notify the allocation right holder thereof, no later than 60 days from the day of acquisition or vacating the family residential building or the apartment in his / her ownership, and ask the housing body to determine whether the apartment in his / her

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ownership suits his / her needs and the needs of his / her family household members.

If the housing body determines that the family residential building or the apartment meets the housing standards according to the regulations it shall issue a decision on eviction of the occupancy right holder including all persons and things from the apartment.

The transfer of the family residential building or the apartment performed in the course of the proceeding initiated according to the provisions of Article 14 of this Law does not affect issuing of the decision on eviction provided that all other conditions have been met.

Article 15

The occupancy right holder to one apartment may be one person only.

If one of the spouses who live in the common household acquired occupancy right, the occupancy right holder shall also be the other spouse.

When one of the spouses who are the occupancy right holders dies or ceases to use the apartment permanently, the other spouse shall become the occupancy right holder to that apartment unless otherwise stipulated by this Law.

Article 16

In case of divorce, the former spouses who are the occupancy right holders shall agree which one shall remain the occupancy right holder.

The former spouses may agree to continue to use the apartment or to exchange that apartment for two dwelling units within one year from the day of the divorce.

If one of the former spouses finds a possible exchange and the other does not agree to exchange the apartment or does not agree who will move into which apartment, the decision on that matter shall be made by the court in extra-judiciary procedure, taking into consideration the housing needs of the divorced spouses and other circumstances referred to in paragraph 4 of this Article.

After the expiration of the deadline referred to in paragraph 2 of this Article, the divorced spouse may request the Municipal Court, which has jurisdiction over the territory where the apartment is located, to decide in extra-judiciary procedure who shall remain the occupancy right holder, taking into consideration the housing needs of both spouses, their children and other family household members, as well as who was allocated the apartment for use, whether the apartment was allocated during the marriage or before, the possibility of getting another apartment, their health conditions and other circumstances.

Article 16a

The divorced spouse who ceased to be the occupancy right holder by the court decision is obliged to vacate the apartment together with his / her family household members on the request of the former spouse who remained the occupancy right holder to the apartment.

In the case referred to in paragraph 1 of this Article, on the request of the former spouse who

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vacated the apartment, the court may in extra-judiciary procedure oblige the former spouse who remained in the apartment to pay the total amount of the rent or a part of it to his / her former spouse who vacated the apartment as a compensation for his / her stay in the rented apartment, taking into consideration the financial situation of the former spouses, rationality of the leased apartment and the average rent for such an apartment until his / her housing issue is resolved.

Article 17

The apartment users who live together with the occupancy right holders have the right to use the apartment permanently under the conditions referred to in this Law.

The family household members are entitled to the right referred to in paragraph 1 of this Article even after the death of the occupancy right holder, as well as when he / she ceases to use the apartment permanently for other reasons, except when he / she ceased to use the apartment on the basis of cancellation of the contract on apartment usage, termination of the contract on the basis of the contract on apartment exchange or if he / she acquired occupancy right to another apartment that was allocated to him / her and the family household members who live with him / her.

The family household members, who resolved their housing needs on any ground, are not entitled to continue to use the apartment after the death of the occupancy right holder according to the provisions of paragraph 2 of this Article, nor when he / she ceased to permanently use the apartment for other reasons.

Article 18

When the occupancy right holder dies or ceases to permanently use the apartment for other reasons, and his / her family household members continue to use the apartment, and no spouse remained in the apartment as the occupancy right holder, his / her family household members shall agree among themselves who will be the occupancy right holder and notify the other contracting party on that matter.

If the family household members do not reach the agreement referred to in paragraph 1 of this Article, the allocation right holder shall decide among the family household members who will become the occupancy right holder.

If the allocation right holder is of the opinion that none of the persons who remained in the apartment after the death of the occupancy right holder is entitled to continue to use the apartment according to the provisions of paragraphs 2 and 3 of Article 17 of this Law, it may file a court action for the eviction of all persons who remained in the apartment within 3 months of the cognition thereof and no later than 3 years after the death of the occupancy right holder or after he / she ceased to permanently use the apartment for other reasons.

Persons who remained in the apartment after the death of the occupancy right holder or when he / she ceased to permanently use the apartment for other reasons shall be obliged to notify the allocation right holder on that matter.

The person who continued to use the apartment as new occupancy right holder according to paragraphs 1 and 2 of this Article shall be obliged to deliver within 30 days a written

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notification or document to the social-legal person with which he / she exercised apartment allocation right stating that he / she was allocated the apartment for use.

2. Occupancy right holder's rights

Article 19

Occupancy right may cease only in the cases and in the manner defined by the Law.

Article 20

Nobody may move into the apartment which the occupancy right holder uses without the permission of the occupancy right holder.

The occupancy right holder may, for justifiable reasons, cancel the further use of the apartment to any user except his / her underage children and the spouse, giving that user an appropriate notice, which cannot be less than 30 days, to vacate the apartment.

If the apartment user does not vacate the apartment before the expiration of the notice referred to in paragraph 2 of this Article, the occupancy right holder may file a court action for his / her eviction.

Article 21

The occupancy right holder may exchange his / her apartment for the apartment of another occupancy right holder.

The exchange of apartments among several occupancy right holders with the purpose of joining together or separating family household may be conducted only among the occupancy right holders who constitute a family household through joining household together according to the provision of Article 9 of this Law or when thorough the separation of the family household a member of the family household of the occupancy right holder whose household is separated becomes the new occupancy right holder to the exchanged apartment.

In case of joining together or separating the family household, occupancy right may be exchanged with the apartment allocation right if all participants in the apartment exchange agree.

The apartments cannot be exchanged if:

1. the contract on apartment usage is cancelled to the occupancy right holder, until the cancellation is withdrawn or refused by valid court decision;
2. the building or a part of the building in which the apartment is located must be pulled down by the decision of the competent body;
3. the proceeding for eviction of the occupancy right holder and his / her family household members is instituted according to Articles 14 and 14a of this Law.

The contract on apartment exchange shall be concluded in a written form.

Article 22

In order to exchange apartments it is necessary to acquire permission of the allocation right holders to those apartments.

The occupancy right holder is obliged to submit a written request for the apartment exchange to the allocation right holder.

The allocation right holder may refuse to give its permission for the apartment exchange if:

1. the apartment was allocated for use on the basis of employment until the expiration of the deadline referred to in paragraph 4 Article 52 of this Law;
2. the allocation right holder may within 6 months provide to the occupancy right holder an apartment which matches the apartment into which the occupancy right holder wants to move by way of apartment exchange;
3. it is a simulated or unjustifiable apartment exchange.

If the allocation right holder within 30 days from the day of the submission of the request referred to in paragraph 2 of this Article does not notify the occupancy right holder that it will within 6 months provide him / her with an apartment which matches the apartment into which the occupancy right holder wants to move by way of apartment exchange, or if the allocation right holder does not refuse to give its permission for the exchange, it will be considered that the permission has been given.

The refusal to give the permission for the apartment exchange must be in a written form with the explanation.

The occupancy right holder who was refused the permission for apartment exchange may, within 15 days from the day of reception of the notification on refusal to give the permission referred to in paragraph 4 of this Article, file a court action requesting that the court determine in an extra-judiciary procedure whether the conditions for the exchange have been met. When deciding on the apartment exchange the court shall be obliged to determine whether it is a simulated apartment exchange or whether a large apartment is exchanged for much smaller apartment without any justifiable reasons.

Article 23

The allocation right holder may withdraw the permission given to the occupancy right holder or refute the court decision made in the extra-judiciary proceeding referred to in paragraph 6 Article 22 of this Law if it establishes that:

1. the occupancy right holders do not use the exchanged apartments;
2. economic benefit was gained through the apartment exchange.

The allocation right holder may withdraw the permission for the apartment exchange given to the occupancy right holder or refute the court decision made in the extra-judiciary proceeding referred to in paragraph 6 Article 22 of this Law within 30 days from the day of cognition of the reasons referred to in paragraph 1 of this Article and no later than 2 years from the day of the exchange.

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In case when the allocation right holder withdraws the permission for the apartment exchange or when the court decision made in the extra-judiciary proceeding referred to in paragraph 6 Article 22 of this Law is cancelled, the contract on the apartment usage is terminated for the occupancy right holders who exchanged the apartments.

The persons referred to in paragraph 3 of this Article may be evicted when the allocation right holder provides emergency accommodation for them.

Article 24

The occupancy right holder may give a part of his / her apartment for use to another person as a tenant based on the permission of the allocation right holder.

The occupancy right holder may not lease the whole apartment to other persons as tenants except in the case referred to in Article 23 of this Law.

3. *Occupancy right holder's obligations*

Article 25

While using the apartment the occupancy right holder is obliged to be careful and protect the apartment from defects and damage.

The occupancy right holder is obliged to use the apartment in the manner that does not disturb other tenants of the building in the peaceful usage of the residential premises.

Article 26

The occupancy right holder is not allowed to use the apartment for the purposes other than living.

The occupancy right holder and his / her family household members may use certain premises in the apartment for their personal business activities with the permission of the allocation right holder and upon the opinion given by tenants' council.

The Municipal Assembly shall prescribe the conditions under which the personal business activity may be conducted in the apartment.

Article 27

The occupancy right holder is obliged to pay the apartment rent from the day of moving into the apartment unless contracted otherwise.

If the time for the rent payment is not stipulated in the contract, the rent shall be paid monthly in advance and no later than the fifth day in a month.

The competent court shall decide disputes related to the rent payment and the payment of fees

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for the use of common premises in the building.

Article 28

The occupancy right holder shall bear costs of the current maintenance of his / her apartment.

Article 29

If the occupancy right holder ceases to use the apartment, together with his / her family household members, continuously for more than one year and no longer than five years due to the moving to another place in the country or abroad, he / she is obliged to inform the allocation right holder on that matter and agree with it on the manner of use of the apartment during his / her absence.

If the occupancy right holder and the allocation right holder in the case referred in paragraph 1 of this Article agree that tenants chosen by the allocation right holder will use the apartment, the allocation right holder shall be obliged to guarantee to the occupancy right holder that the apartment will be used with due care and that it will repair everything in the apartment if the tenant does not return the apartment in the appropriate condition to the occupancy right holder.

If the occupancy right holder and the allocation right holder do not agree on the manner of the apartment use, the allocation right holder may lease that apartment to another worker for use and make sure that the occupancy right holder's belongings are secured. The lease on the aforementioned basis may last until the occupancy right holder or his / her family household member return and no longer than 5 years.

If the occupancy right holder and the allocation right holder do not agree on the manner of the apartment use because the allocation right holder is not interested in the apartment use, the apartment shall remain vacant and the occupancy right holder shall be obliged to pay the rent and other fees that are to be paid beside the rent.

If the occupancy right holder and his / her family household members do not use the apartment continuously for more than five years, and during that period they lived in another place in the country or abroad, the contract on the apartment usage shall be terminated and the occupancy right holder shall be obliged to return the vacated apartment to the allocation right holder.

It shall also be considered that the apartment is not used continuously in case when the occupancy right holder only occasionally comes to the apartment and when a part of the apartment is used by persons who are not the family household members.

If in the case referred to in paragraphs 4 and 5 of this Article the occupancy right holder does not vacate the apartment within 30 days from the day of the termination of the contract on apartment usage, the housing body shall issue a decision on his / her eviction.

Article 30

The occupancy right holder shall bear costs for repairs in the apartment or other parts of the building that are caused by his / her fault or by other apartment users who live together with

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him / her or by other persons who stay in the apartment with his / her permission.

Article 31

After the termination of the contract on apartment usage, the occupancy right holder shall be obliged to return the apartment to the allocation right holder or to the self-management housing community of interests in the original conditions in which he / she received the apartment, taking into consideration the changes that occurred due to the regular apartment usage.

The contracting parties shall be obliged to define jointly, in a written form, the situation in which the apartment is at the time of its return.

If the contracting parties do not agree regarding the situation of the apartment, each contracting party may demand that the situation be defined in the evidence acquiring procedure with the competent court.

III APARTMENT USAGE

1. Allocation of the apartment for use

Article 32

The apartment may be allocated for use to one occupancy right holder only.

The allocation right holder shall issue a decision on the allocation of the apartment for use to a person who is supposed to move into that apartment in accordance with the self-management general enactment or the regulation on the allocation of apartments for use.

Article 33

The allocation right holder shall allocate apartments for use in accordance with the self-management general enactment or the regulation on the allocation of apartments for use.

The self-management general enactment or the regulation on the allocation of apartments for use particularly defines:

1. the conditions, criteria and order of priorities for the allocation of apartments for use;
2. the manner of giving permission to the occupancy right holder that he / she may use the apartment for personal business activity as well as the permission for lease of a part of the apartment to tenants;
3. the conditions for termination of the contract on apartment usage if the occupancy right holder gives a written declaration that he / she will vacate the apartment as soon as he / she terminates his / her employment before the expiration of the deadline stipulated in a written obligation when he / she got the employment;
4. the conditions for allocation of apartments for use to persons who cease to use official apartments.

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The self-management general enactment referred to in paragraph 1 of this Article also defines: the form of the document about the allocation of the apartment for use, bodies which decide on the allocation of the apartment for use as well as on the appeal of a worker who believes that his/her right to apartment allocation was violated.

When establishing the criteria referred to in item 1 of paragraph 2 of this Article, the housing situation, the worker's contribution and years of employment should be decisive factors for the apartment allocation shall be taken into account, as well as financial situation of the family, health situation, participation in the National Liberation War (World War II), number of children and total number of the family household members including other circumstances that are of importance for the allocation of apartment for use.

The Social Compact in the Municipality may also define the detailed criteria for the allocation of apartment for use.

Article 33a

Based on the registered needs of workers and in accordance with the self-management general enactment or the regulation on the allocation of apartments for use, the responsible body of the allocation right holder shall determine the order of priorities for the allocation of apartment for use, thus reflecting the housing needs of the workers.

Changes of the order of priorities for resolving the housing needs shall be conducted through the principles and criteria of the self-management general enactment or regulations, until the decision on the allocation of apartment for use is issued.

The decision on allocation of apartment for use may be issued when the allocation right holder has a vacant apartment or when it concluded the contract on purchase or construction while the construction of the apartment has begun.

A vacant apartment is an apartment in which the occupancy right holder, who was allocated another apartment for use by the valid decision, lives.

Article 34

If the allocation right holder without any justifiable reason does not allocate a vacant apartment for use within three months, the housing body shall allocate that apartment for use in accordance with the Municipal Assembly general enactment on allocation of apartments for use.

Article 35

The worker who believes that the procedure for the allocation of apartment for use, defined by the general enactment of his / her organisation of associated labour, was violated due to the allocation of the apartment to another person, and that the violation could have materially affected the apartment allocation enactment or that the person who was allocated the apartment does not meet the conditions defined by the self-management general enactment on allocation of apartments for use or that the apartment was allocated without passing the general enactment on allocation of apartments for use or that the application of the worker has

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not been included in the list of priorities for resolving the needs, has the right to file an action with the competent court in order to protect his / her rights.

The action referred to in paragraph 1 of this Article may be filed within 30 days from the day of delivery of the final decision on the appeal referred to in paragraph 3 Article 33 of this Law.

The procedure upon the action referred to in paragraph 1 of this Article is considered as urgent.

If the body does not decide on the appeal, by the appropriate document on the allocation of apartments for use, within the due deadline, the person who submitted the appeal has the right to file the action with the court as if his / her appeal was refused.

When the competent body establishes that the action referred to in paragraph 1 of this Article is founded, it shall cancel the document by which the worker's right was violated.

The person who still occupies the apartment after the cancellation of the document by which the apartment was allocated to him / her for use shall be considered as a person illegally occupying the apartment (Article 43).

The court may temporarily prohibit moving into the contested apartment until a valid decision of the court is made on the action referred to in paragraph 1 of this Article.

Article 36

When the occupancy right holder vacates the apartment and moves into another apartment in a newly constructed building in the same municipality, the allocation right holder in the new building shall also allocate the apartment vacated by the occupancy right holder to its worker if the allocation right belongs to the municipality and if that apartment is socially owned on the basis of nationalisation.

The allocation right holder may use the right referred to in paragraph 1 of this Article only once, when the occupancy right holder first moves into the newly constructed apartment.

2. Contract on apartment usage

Article 37

The contract on apartment usage shall be concluded between the person who was allocated the apartment for use and the self-management housing community of interests (hereinafter: community), on the basis of the decision of the allocation right holder.

The contract on apartment usage shall be concluded in a written form.

Article 38

The contract on apartment usage contains in particular:

1. names of the contracting parties;
2. indication of the decision on the allocation of apartment for use;
3. data on the apartment (building, street, number of apartment, number of premises and surface);
4. rent provisions (amount and the deadline for rent payment, change in the rent amount), amount to be paid for use of extra housing space;
5. provisions on the use and maintenance of common premises and utilities in the building, on the use of land needed for regular use of the building and on the amount and manner of payment of the fees if these fees are to be paid beside the rent;
6. provisions on obligations of the organisations regarding the maintenance of apartment, building, common utilities and premises in the building;
7. provisions on obligations of the occupancy right holder regarding the current maintenance of the apartment;
8. provisions on use of other premises which are not considered as the apartment and were allocated for use together with the apartment (garages, etc.)
9. place and date of the conclusion of the contract and the signatures of the contracting parties.

Investments of the occupancy right holder which would improve the quality of the apartment shall not be taken into account concerning the change in the amount of the rent and evaluation of the apartment, but the quality is assessed according to the conditions which existed at the time of completion of the construction and moving into the apartment.

The contract on apartment usage shall be concluded for an undefined time period unless stipulated otherwise by this Law.

Article 39

If the occupancy right holder is going to use the apartment temporarily, until the allocation right holder provides him / her another apartment as contracted, the contract on apartment use shall be concluded for a defined time period.

In the case referred to in paragraph 1 of this Article, the occupancy right holder shall not be obliged to vacate the apartment allocated to him / her for a temporary use until the allocation right holder enables him / her to move into another apartment as contracted, except in cases when, according to the provisions of this Law, the contract on apartment use concluded for an undefined time period is terminated to the occupancy right holder.

Article 40

If the contracting parties (the occupancy right holder and the community) cannot agree on the rent amount, each of them may, before the contract on apartment usage is signed, file a request with the court to determine the rent amount.

On the request for determination the rent amount the competent court shall decide in an extra-

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judiciary procedure.

Article 41

The community is obliged to maintain the same condition of the apartment as when it was allocated for use to the occupancy right holder, according to the standards on maintenance of residential buildings and apartments, unless contracted otherwise.

The occupancy right holder has the right to demand that the community conduct the necessary repairs or other works that are not the occupancy right holder's obligation.

In exceptional cases, the occupancy right holder may conduct necessary urgent repairs himself / herself in the apartment or common utilities in the building if the organisation in due time does not conduct repairs that are necessary for protection of lives and health of the apartment users or protection of the apartment and the utilities.

The occupancy right holder is entitled to deduct the costs for the repairs referred to in paragraph 3 of this Article from the rent.

Article 42

If the occupancy right holder who was allocated the apartment does not move into the apartment within 30 days from the day of the conclusion of the contract without any justifiable reasons, the contract shall be invalidated.

The time necessary for the preparation of the apartment for moving into it shall not be counted as a part of the deadline referred to in paragraph 1 of this Article.

Article 43

If a person moves into the apartment or common premises in a building contrary to the provisions of this Law, any person may request the housing body to issue a decision on the apartment vacation.

The procedure referred to in paragraph 1 of this Article shall be urgent and shall be initiated and conducted ex officio.

An appeal may be filed against the decision referred to in paragraph 1 of this Article within three days but it does not suspend the enforcement of the decision on the apartment vacation.

On the occasion of coercive enforcement of the decision referred to in paragraph 1 of this Article, the person who is evicted shall not be provided with any emergency accommodation.

The person who is evicted shall bear costs of the coercive apartment vacation as well as costs which occurred during the unlawful apartment usage (rent, heating, electricity, water, possible burdens, etc.).

Article 44

If one of the contracting parties, in the cases referred to in Articles 15, 16, 18 and 22 of this

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Law, within 30 day from the day of the action filed does not conclude the contract on apartment usage, the competent court shall, on the request of one contracting party, issue a decision in extra-judiciary procedure, thus replacing the contract on apartment usage until that contract is concluded according to the provisions of this Law.

3. Termination of the contract on apartment usage

Article 45

The occupancy right holder may terminate the contract on apartment usage 30 days before he / she intends to vacate the apartment.

The occupancy right holder shall give the contract termination notice in writing, without the court involvement, on the first day in a month, and the notice period shall expire on the last day in the month in which the termination notice was given.

Article 46

The contract on apartment usage may be terminated to the occupancy right holder if:

1. the occupancy right holder or any other user of the apartment uses the apartment for purposes which are contrary to the contract or in the manner that causes damage to the apartment and common premises or utilities by their fault;
2. the occupancy right holder or any other user of the apartment uses the apartment in the manner that disturbs other apartment users in peaceful apartment usage;
3. the occupancy right holder delays the payment of the rent, fees for use of extra housing space as well as other fees related to the apartment usage, continuously for a period longer than 3 months, except for the reason referred to in Article 48 of this Law, unless contracted otherwise.

Article 47

The contract on apartment usage may be terminated to the occupancy right holder if:

1. the occupancy right holder leases the housing space to tenants without the permission of the allocation right holder when such a permission is needed according to the Law;
2. the occupancy right holder leases the housing space for business purposes;

In the cases referred to in paragraph 1 of this Article, the occupancy right holder shall be provided an apartment which is, according to its size and utilities, proportionate to the part of the apartment used by the occupancy right holder and his / her family household members for living, not including the surface of the part of the apartment which is leased for business purposes or to tenants.

Article 48

The contract on apartment usage may not be terminated to the occupancy right holder if he /

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she failed to pay the rent, fees for use of extra housing space or fees for use of common premises while he / she is temporarily unemployed or for other similar justifiable reasons if he / she regularly pays the rent and the fees in proportion to the amount of the compensation that he / she received during the temporary unemployment.

The occupancy right holder shall be obliged to pay for the unpaid amount of the rent, fees for use of extra housing space as well as fees for use of common utilities when he / she gets a job, no later than the period which is three times longer than the period of his / her temporary unemployment.

Article 49

The contract on apartment usage may be terminated for the reason referred to in Article 46 of this Law only if the occupancy right holder or any other apartment user tries to use the apartment for purposes which are contrary to the contract or in the manner that causes material damage to the apartment or disturbs other apartment users in peaceful apartment usage, even after he / she receives a written warning sent to him / her as a registered mail by the community.

The written warning referred to in paragraph 1 of this Article shall not be necessary if the court or the competent body in a valid decision established the responsibility of the occupancy right holder or other apartment user for actions due to which the contract is terminated.

Article 50

The contract on apartment usage may be terminated to the occupancy right holder if he / she leases the whole apartment to other persons as tenants (Article 24).

Article 51

The contract on apartment usage may be terminated to the occupancy right holder if he / she and his / her family household members who live together with him / her cease to use the apartment continuously.

The contract on apartment usage cannot be terminated to the occupancy right holder when he / she is conscripted in the National Defence Service or when he / she is hospitalised.

It shall be considered that the apartment is not used continuously if the occupancy right holder does not use the apartment longer than one year, except in the cases referred to in Article 29 of this Law, if he / she only occasionally comes to the apartment, as well as when the whole apartment is used by a person who is not the family household member.

Article 52

If the apartment was allocated to the occupancy right holder for use on the basis of employment, the allocation right holder may also terminate the contract on apartment usage to the occupancy right holder if he / she ceases to work in the basic organisation of associated labour or work collective on the basis of his / her statement that he / she terminates the employment as well as due to the termination of the employment because of a serious

violation of duty or if he / she is punished for a criminal act which entails the termination of employment according to statutory force.

In the case referred to in paragraph 1 of this Article, the allocation right holder may terminate the contract on apartment usage to the occupancy right holder no later than three months after the termination of his / her employment. The notice period shall be 30 days and starts from the first day of the next month.

In the case referred to in paragraph 1 of this Article, the occupancy right holder shall be provided with emergency accommodation when he / she vacates the apartment.

The provisions of paragraph 1 of this Article shall not apply if the occupancy right holder was employed with the allocation right holder for more than 10 years, or for a shorter period defined by the self-management general enactment on the allocation of apartments for use.

The contract on apartment usage may not be terminated according to the provisions of paragraph 1 of this Article to the worker who has been employed for more than 20 years in total, and who has been employed for more than 5 years in the basic organisation of associated labour or work collective where he / she was allocated the apartment for use.

4. Use of common premises and utilities in residential buildings

Article 53

The contract on apartment usage may be terminated to the occupancy right holder if the apartments are converted into business premises in accordance with the criteria established by the regulation of the Municipal Assembly.

In the case referred to in paragraph 1 of this Article, an appropriate apartment shall be provided to the occupancy right holder.

The allocation right holder shall bear costs of moving the occupancy right holder into another apartment in the cases referred to in paragraph 1 of this Article.

If the parties do not agree on the costs of moving, the amount of these costs shall be determined by the competent court in extra-judiciary procedure.

Article 54

The allocation right holder shall terminate the contract on apartment usage according to the provisions of Articles 47, 50, 51, 52 and 53 of this Law, unless contracted otherwise between the allocation right holder and the community.

The community shall terminate the contract on apartment usage according to the provisions of Article 46 of this Law.

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Article 55

The contract on apartment usage to the occupancy right holder shall be terminated through the court action filed with the competent court.

The procedure upon the court action for the termination of the contract on apartment usage shall be urgent.

Article 56

The contract on apartment usage shall be terminated if the building or a part of the building in which the apartment is located is destroyed by some *force majeure* (earthquake, flood, fire).

Article 57

The contract on apartment usage shall be terminated if the building or a part of the building in which the apartment is located must be pulled down on the basis of the decision of the competent body as well as when the apartment must be vacated on the basis of the administrative decision of the competent body because it does not meet the hygienic-technical conditions, or when there is a danger of ruining building or the part of the building.

The occupancy right holder referred to in paragraph 1 of this Article may vacate the apartment on the basis of the decision of the competent body of the Municipal Assembly after another apartment which does not materially aggravate his / her housing conditions is provided to him / her.

The action filed with the court shall not suspend the enforcement of the decision referred to in paragraph 1 of this Article.

Article 58

The contract on apartment usage shall be terminated if the building is declared a construction object for military purposes by the decision of the Federal National Defence body.

In the case referred to in paragraph 1 of this Article, the occupancy right holder and other apartment users may vacate the apartment when the competent military body provides an appropriate apartment for them.

Article 59

The occupancy right holder's obligation to vacate the apartment shall also apply to the other apartment users, unless stipulated otherwise by this Law.

Article 59a

The occupancy right holders and the owners of apartments as particular parts of the buildings have the right to use laundries, drying yards, attics, roofs, basements and other common premises and utilities which serve all the tenants, in accordance with their purposes, in the residential building.

The owners or the users of business premises in the residential building have the right to use common premises and utilities in the residential building if the purpose of those premises or utilities is functionally related to the use of the business premises.

The residential building managing body shall make sure that the common premises and utilities are used in accordance with their purpose and establish the situation of their usage as well as the obligations of tenants and users of the business premises related to their usage and maintenance of the common parts and utilities in the residential building.

If no managing body is formed in the residential building, or if it does not perform its duties referred to in paragraph 2 of this Article, its competencies and obligations shall be taken by the self-management housing community of interests.

IV TENANT RELATIONS

Article 60

The tenant relationship shall be based on the contract between the occupancy right holder and the tenant.

The contract referred to in paragraph 1 of this Article may be concluded for an undefined time period or for a defined time period.

Article 61

The tenant has the right to use the residential premises defined by the contract on tenant relationship within the limits and in the manner defined by that contract.

The tenant shall not lease to another person the whole residential premise or a part of it which he / she is using on the basis of the contract on tenant relationship.

Article 62

The Municipal Assembly may regulate the manner and the conditions for lease of a part of the apartment to tenants.

The regulations referred to in paragraph 1 of this Article may also regulate the highest amounts of the rent that the tenant has to pay to the occupancy right holder for the residential premises that he / she is using as a tenant.

Article 63

The contract on tenant relationship concluded for an undefined time period shall be terminated by cancellation of the contract.

The contract referred to in paragraph 1 of this Article may be terminated by each of the contracting parties without giving the reasons for that.

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The termination notice for the contract on tenant relationship concluded for an undefined time period shall be 30 days unless a longer period for the termination notice is defined by the contract.

Article 64

The contract on tenant relationship concluded for a defined time period shall be cancelled with the expiration of that period.

The contract on tenant relationship concluded for a defined time period shall be considered as tacitly prolonged to an undefined time period if the tenant continues to use the residential premise after the expiration of the period for which the contract was concluded.

Article 65

The occupancy right holder may terminate the contract on tenant relationship, concluded for a defined time period before the expiration of the deadline stipulated by the contract only in the cases referred to in Article 46 of this Law when the contract on apartment usage may be terminated to the occupancy right holder as well as in the cases defined by the contract.

The tenant may terminate the contract on tenant relationship, concluded for a defined time period, before the expiration of the period stipulated by the contract if the occupancy right holder does not fulfil the obligation that he / she has toward the tenant based on the contract on tenant relationship or the Law, if the tenant gets a job in another place as well as in the cases defined by the contract on tenant relationship.

Article 66

The contract on tenant relationship concluded for an undefined time period shall be terminated to the other party directly verbally or in a written form, by mail or through the court.

Article 67

The tenant's right to use the residential premise on the basis of the contract on tenant relationship shall cease with the cessation of the occupancy right holder's right to use the apartment in which the premise is located.

The tenant who stays in the apartment after the occupancy right holder vacates the apartment shall be considered as illegally using the residential premises.

**V RIGHTS AND OBLIGATIONS OF FAMILY RESIDENTIAL BUILDING OWNERS
AND APARTMENT OWNERS**

Article 68

Family residential building owner or apartment owner may give his/her apartment or family residential building to another citizen for lease if he/she himself/herself or a member of

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his/her family household is not using that family residential building or apartment for dwelling, relaxation or convalescence, except in case referred to in Articles 14 and 70 of this Law.

The Municipal Assembly may determine that the owner of a vacant apartment is obliged to give such apartment for lease.

The contract on lease of the apartment referred to in paragraph 1 of this Article shall be concluded between the apartment owner and the lessee.

If the owner of a family residential building or apartment, does not give his/her apartment for lease within 3 months as of the day when it was vacated, in the case when he/she is obliged to do so under the regulation referred to in paragraph 2 of this Article, the apartment shall be allocated for use to the person designated by the housing body with which the owner is obliged to conclude the contract on lease of the apartment, in accordance with the provisions of this Law.

Article 69

In accordance with this Law, a family residential building or apartment is considered to be used for the purpose of relaxation or convalescence if the housing body in the municipality where the building or the apartment is located has issued a certificate confirming that the building or the apartment is used for the purpose of relaxation or convalescence.

The certificate referred to in paragraph 1 of this Article may be issued by the housing body of the municipality upon request of the owner.

Article 70

An occupancy right holder or a member of his/her family household, who owns or acquires ownership to a family residential building or to an apartment in particular residential areas in the same or neighbouring municipality or town, which he/she is not obliged to move into under Article 14 of this Law, shall give the family residential building or the apartment for lease, under the conditions stipulated by the law, to the person designated by the allocation right holder or a housing body of the municipality where the family residential building or the apartment is located, and with such person the owner is obliged to conclude the contract on lease of the apartment.

In the case referred to in paragraph 1 of this Article, the owner is not obliged to give for lease a family residential building or an apartment which he/she owns, if the apartment that he/she is using as occupancy right holder is not suitable in accordance with the standards on rational use of apartments, while the apartment which he/she owns is being used by a member of the family household of the occupancy right holder, who is of age.

The amount of rent, which may not higher than the rent that would be paid for that apartment if it were used on the basis of the contract on use of the apartment with an occupancy right, shall be determined by the contract on lease referred to in paragraph 1 of this Article.

The owner of the apartment is obliged to give for lease a family residential building or an apartment to the person designated by the allocation right holder or a housing body of the

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municipality as long as he/she is using a socially owned apartment as an occupancy right holder.

The person referred to in paragraph 3 of this Article shall be designated by the allocation right holder in accordance with the conditions and standards stipulated in the self-managing enactment on allocation of apartments for use, or by a housing body in accordance with the regulations of the Municipal Assembly on allocation of apartments for use.

The contract concluded with the person to who the owner has given a family residential building or an apartment for lease in accordance with paragraph 1 of this Article may be cancelled only if the allocation right holder or the municipal housing body provide an adequate apartment. It is considered that in that case the lessee has met the requirements to be allocated an apartment for use in accordance with the conditions and standards stipulated by the self-managing enactment on allocation of apartments for use.

The contract concluded with the person to who the owner has given a family residential building or an apartment for lease in accordance with paragraph 1 of this Article may also be cancelled: if he/she fails to pay the rent for a period longer than 3 months, if he/she uses the apartment in a manner which is preventing other users of the apartment in their peaceful use of the apartment, if he/she uses the apartment contrary to the purpose stipulated in the contract, or in a manner which causes damage to the apartment, joint premises or utilities by his/her fault.

Article 71

The contract on lease shall specifically contain:

1. names of the contracting parties,
2. data on the apartment (building, street, apartment number, number of rooms),
3. amount of rent and the manner of payment which may not amount to more than the double rent that would be paid for that apartment if it were used on the basis of a contract on use of the apartment with an occupancy right,
4. provision about the period for which the contract has been concluded,
5. provisions on cancellation and period of notice
6. place and date of the contract and signatures of the parties.

The contract on lease of the apartment shall be concluded in writing.

Article 72

The contract on lease of an apartment shall be concluded for a defined period of time which may not be shorter than one year.

Article 73

Contract on lease of an apartment concluded for a defined period of time shall cease by the expiration of the period for which it was concluded.

If the apartment is not vacated and returned upon the expiration of the time period for which the contract was concluded, the owner may file an action with the competent court for the

apartment to be vacated.

The proceeding upon the court action for vacating the apartment shall be urgent.

Article 74

Contract on lease of an apartment concluded for a defined period of time, after expiration of that period shall be considered as tacitly renewed for at least one year if the owner did not notify the lessee about his/her intention to request vacating the apartment within the contracted period, six months before expiry of the contract.

Article 75

The owner may desist from the contract on lease of the apartment for a defined time period, regardless of the contractual or legal provisions on the duration of lease:

1. if the lessee, even after being warned by the owner, uses residential premises contrary to the contract or if he/she considerably damages the premises by using them without the due care.
2. if the lessee fails to pay the due compensation (rent) even after expiry of three months from the time the owner gave him a warning.

Article 76

The lessee may desist from the contract on lease of the apartment for a defined period of time regardless of the contractual or legal provisions on duration of the lease of the apartment if the owner fails, within the appropriate deadline given by the lessee, to bring the residential premises to the condition in which he/she is required to hand them over or maintain them.

Article 77

The party which desists from the contract on lease of the apartment for a defined time period is obliged to give the other party a written statement on desistance, as well as to set a deadline until when that party will hand over or receive the vacated premises.

The deadline referred to in paragraph 1 of this Article may not be shorter than 30 days as of the day when the other party received the statement on desistance from the contract.

Article 78

If the lessee, who received the statement on desistance from the contract, fails to hand over the vacated premises within the deadline referred to in Article 77 of this Law, the lessor may file an action with the competent court demanding hand-over of the vacated residential premises.

Disputes upon the action for hand-over of vacated residential premises are considered as urgent.

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Article 79

The owner of a family residential building or an apartment may, in order to satisfy his/her personal and family housing needs, request the family residential building or the apartment to be vacated if he/she offers instead a suitable apartment to the occupancy right holder.

The owner of the family residential building or apartment may, in order to satisfy his/her personal and family housing needs, request the occupancy right holder who lets for lease a part of the apartment, to vacate the family residential building or the apartment if he/she can offer instead another apartment which by its size and utilities is adequate to the part of the apartment that the occupancy right holder is using with members of his/her family household for residential purposes, not taking into account the part of the apartment which has been let for lease for more than one year.

The owner of a family residential building or apartment is obliged to move out from the apartment in his ownership which he/she is using, together with all members of his/her family household, and move into a socially owned apartment which was allocated to him/her, as an occupancy right holder, for use together with the members of the family household living with him/her.

In cases referred to in paragraphs 1 and 2 of this Article, the owner of the apartment shall bear the costs of moving of the occupancy right holder.

If the parties cannot agree on the moving costs, the amount of the costs shall be determined by the municipal court in an extra-judicial procedure.

Article 80

If the owner of a family residential building or apartment lives in difficult housing conditions, a suitable apartment to the occupancy right holder residing in his/her apartment shall be provided by the municipality where the occupancy right holder lives, from the housing stock of vacated, nationalised and confiscated apartments, as well as from the funds of amortisation which is calculated for those apartments, or from other means.

The municipality shall provide the apartment referred to in paragraph 1 of this Article only if the owner had ownership to the family residential building or apartment before coming into force of the Law on Nationalisation of Buildings for Lease and Construction Land, i.e. before January 1, 1959.

The occupancy right holder referred to in paragraph 1 of this Article is obliged to move out of the apartment of the owner and move into the apartment provided to him by the municipality within 30 days.

Article 80a

The Municipal Assembly may define in its decision what kind of housing conditions of the owner of a family residential building or apartment are considered to be difficult, as well as the way of defining difficult housing conditions in each individual case.

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If the Municipal Assembly does not define difficult housing conditions, for the purpose of this Law, the difficult housing conditions shall mean living in a damp apartment, in the basement, in a building which may easily decline, in an insanitary apartment, as well as living in a considerably smaller apartment than what is prescribed by the standards on rational use of apartments.

Upon request of the owner, the responsible administrative body in the municipality shall issue a decision in an administrative proceedings establishing whether the owner lives in difficult housing conditions.

Article 81

Occupancy right holder to an apartment that is owned by another person, may submit a request to a basic organisation of associated labour or a work collective to be allocated a socially owned apartment for use as if his/her housing problem had not been resolved provided that the owner of the family residential building or apartment lives in difficult housing conditions (Article 80).

If the occupancy right holder wishes to use his/her right referred to in paragraph 1 of this Article, the owner of the apartment who lives in difficult housing conditions may exercise that right on his/her behalf, with all associated rights that belong to a worker.

Occupancy right holder referred to in paragraph 1 of this Article, to whom a socially owned apartment is allocated for use, shall be obliged to move out of the apartment owned by another person, together with all members of his/her family household.

Article 81a

Owners of parts of a building shall participate in costs of maintenance of common parts of the building in accordance with the value of their respective parts in proportion to the total value of the whole building.

The method of raising funds needed for current and investment maintenance of common parts of a building, their registration and deciding on their use is regulated by the contract on mutual relations in the buildings in which all parts of a building are owned by citizens and civil-legal persons, while in the buildings where some parts are privately owned and some socially owned, by the contract concluded by all owners of parts and the responsible self-management housing community of interests.

If owners, i.e. owners and the responsible self-management housing community of interest can not reach an agreement on the content of the contract referred to in the previous paragraph, each of them is entitled to request the court to decide on disputable issues in an extra-judiciary proceeding.

Article 81b

Until the contract referred to in Article 81a of this Law is concluded, owners of parts of a building are obliged to pay in advance for the current maintenance of the building in the same amount as occupancy right holders pay for the same apartment.

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The municipal self-management housing community of interests establishes the amount of the advance and the funds belong to the residential building.

Owners of parts of a building are obliged to pay the advance for investment maintenance of the building in accordance with the investment maintenance program if such program exists, until the contract referred to in Article 81a is concluded.

The body that issued the investment maintenance program for the building establishes the amount of the advance and the funds are paid to the responsible self-management housing community of interests.

If the investment maintenance program for the building has not been issued, owners of parts of buildings are obliged to participate in the costs of investment maintenance in accordance with the funds actually invested for the works on the building and the funds are paid to the investor.

Provisions and standards of Article 81a of this Law shall be applied when the amount of the advance payment for investment maintenance of the building is being established or when the final calculation of the invested funds is made.

VI EXTRA HOUSING SPACE

Article 82

The standards on rational use of apartments are established by a social compact concluded by the Municipal Assembly, Municipal Conference of the Socialist Alliance of the Working People, Municipal Chamber of the Trade Union Confederation and the Chamber of Commerce of Kosovo, taking into account the functionality of the apartment and the number of users, their age, sex, occupation etc.

Municipal Assembly, in accordance with the social compact referred to in paragraph 1 of this Article, stipulates the manner of establishing extra housing space, the amount of the compensation, obligation of the occupancy right holder to pay compensation for using the part of the apartment that is extra housing space, as well as the manner how the compensation will be used.

Until the social compact referred to in paragraph 1 of this Article is concluded and the decision referred to in paragraph 2 of this Article, for the purpose of this Law an apartment is considered to be used rationally if the number of rooms of the apartment corresponds to the number of family household members.

VII PENAL PROVISIONS

Article 83

A citizen shall be fined for violation in an amount from 5,000 to 50,000 dinars in case:

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1. he/she fails to inform a housing authority of the fact that he/she uses more than one apartment, within the deadline referred to in Article 13 of this Law;
2. he/she fails to inform the allocation right holder and the housing body of the fact that he/she moved out of the apartment which he/she used on the basis of a contract on use, within the deadline referred to in Article 14 of this Law, or that he/she owns an apartment which is not in accordance with his/her needs and the needs of the members of the family household who live with him;
3. he/she fails to inform the allocation right holder of the death of the occupancy right holder or the fact that he/she definitely ceased using the apartment for some other reason, within the deadline referred to in Article 18 of this Law;
4. the occupancy right holder fails to vacate the apartment within 30 days as of the day of the cessation of the contract on use of the apartment (Article 29);
5. he/she moves into the apartment prior to the final decision on allocation of the apartment for use (Article 35);
6. he/she moves into an apartment for which the court issued a decision which temporarily prohibits moving into that apartment (Article 35);
7. he/she leases residential premises to tenants contrary to the regulations of the Municipal Assembly and without the approval of the allocation right holder (Articles 24 and 61);
8. he/she uses the apartment or a part of the apartment for business activity contrary to the regulations of the Municipal Assembly and without the approval of the allocation right holder (Article 26);
9. he/she fails to return the apartment after cessation of the contract for use, in the same condition that he/she received it for use, taking into account changes that took place due to the regular use of the apartment, (Article 31);
10. he/she fails to give for lease a family residential building or apartment and to conclude a contract in accordance with Article 67 of this Law;
11. he/she collects the rent contrary to provisions of Articles 70 and 71 of this Law;
12. the user continues using the apartment even after the occupancy right holder has moved out (Article 59);
13. he/she fails to enable repairs and reconstruction made in the apartment in order to give for lease co-tenant parts of the apartment. (Article 89).

Article 84

An organisation of associated labour or another legal person shall be fined in the amount of 50.000 to 250.000 dinars if:

1. it gives approval for exchange of the apartment contrary to provisions of Article 22 of this Law;
2. it issues a decision on allocating an apartment for use without previously adopting a self-managing enactment on allocation of apartments for use (Article 33);
3. it allocates residential premises for use to a new co-tenant.

A responsible person in the organisation of associated labour or in another legal person shall be fined in the amount of 5,000 to 10,000 dinars for a violation referred to in paragraph 1 of this Article.

VIII TRANSITIONAL AND FINAL PROVISIONS

Article 85

A citizen may own individual apartments and family residential building within the boundaries established by the Law on Nationalisation of the Buildings for Lease and Construction Land.

An apartment or a family residential building in accordance with paragraph 1 of this Article is the apartment or the family residential building which is used by the owner and the members of his/her family use seasonally or temporarily for relaxation and convalescence, if by its constructional characteristics and the possibility of use it has the character of an apartment or a residential building.

Article 86

The occupancy right holder who acquired that right to a family residential building or apartment owned by a citizen, upon the commencement of this Law, shall have all rights and obligations stipulated by this Law for an occupancy right holder to a socially owned apartment, unless otherwise provided by this Law.

The owner of a family residential building or apartment in which the occupancy right holder referred to in paragraph 1 of this Article resides, shall have all rights and obligations of an allocation right holder referred to in Articles 14, 16, 18, 22, 23, 29, 40, 43, 50, 51, 53, 78, 85, 86 and 88 of this Law.

The owner of a family residential building or apartment shall have all rights and obligations of the community referred to in Articles 37, 40, 41, 46 and 47 of this Law if he/she self-manages the building or the apartment.

Article 87

Tenant relations that have been in place on the day of the commencement of this Law shall remain in force.

Article 88

The co-tenant is an occupancy right holder to the residential premises that he/she is using as a co-tenant.

Article 89

The holder of the right to use a residential building or apartment as a separate part of the building and the owner of the family residential building or apartment where co-tenant relations are in place may, in accordance with the building regulations, conduct reconstruction of the apartment in order to separate the co-tenant parts of the apartment.

Users of the apartment may not oppose the reconstruction unless it causes deterioration of

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their housing conditions.

Article 90

Upon the commencement of this Law, a vacant apartment may be allocated for use to only one occupancy right holder.

Article 91

The allocation right holder may cancel the contract on use to all co-tenants if he/she can provide other apartments for them, which match the part of the apartment that they had used.

Article 92

If one of the co-tenants moves out, the premises that he used may not be allocated for use to a new co-tenant.

The allocation right holder decides whether the premises from which one co-tenant moved out will be allocated for use to other co-tenants.

After one co-tenant moves out, the allocation right holder may cancel the contract on use of the other co-tenant if he can provide another apartment for him/her which matches the part of the apartment that he/she used as a co-tenant.

The co-tenant shall not acquire occupancy right to the part of the apartment allocated to him/her in accordance with paragraph 2 of this Article unless the allocation right holder specifically notes so in the decision on allocation of the apartment for use.

Article 93

Co-tenant pays the rent in accordance with the residential surface area that he/she is separately using.

Co-tenant pays the rent for residential premises that he is using together with other co-tenants in proportion with the number of users who are using those premises together with him/her, i.e. in accordance with the total number of persons who are using the common premises.

While determining the rent which individual co-tenants are going to pay, the differences between the co-tenants concerning their use of supporting premises (bathroom, kitchen, closet, etc.) are taken into account.

Rent that the co-tenant pays is determined in the contract on use.

Co-tenant pays a rent determined by the allocation right holder in accordance with the principles on determination of rent for premises that he/she is using under Article 92 of this Law but to which he/she has not acquired occupancy right.

Article 94

Co-tenant may exchange residential premises that he/she is using for another apartment or

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residential premises in accordance with Articles 21 and 22 of this Law.

Allocation right holder may not give permission for exchange of apartment to a co-tenant if another co-tenant disagrees with the exchange because his/her housing conditions would considerably deteriorate due to the number of persons that would move in on the basis of the exchange, or for other justifiable reasons, or if the person who needs to move in suffers from a chronic contagious disease.

The court shall be competent to decide in case of a dispute.

Article 95

A co-tenant may not give for lease the residential space without agreement of other co-tenants, i.e., he/she may not bring another person into his/her part of the apartment, unless that person is his/her spouse or a person that he/she is obliged to support in accordance with the Law.

If the co-tenant receives a tenant or another person into his/her part of the apartment, contrary to paragraph 1 of this Article, the other co-tenant may, within 30 days as of the day when he/she learned of the fact that another person moved in, file an action with the competent court demanding that person's eviction.

Article 96

Co-tenant may demand that the other co-tenant be evicted from the apartment if he/she is disturbing him/her in a peaceful use of the apartment, under the conditions provided in this Law for cancellation of contract on use of an apartment due to the fact that one occupancy right holder disturbs another occupancy right holder in peaceful use of the apartment.

Co-tenant may demand that another co-tenant be evicted from the apartment together with members of his/her family household if he/she is allocated another apartment for use with an occupancy right, or if he/she has or acquires ownership to an apartment.

Article 97

To the person who is using until the commencement of this Law a part of an apartment in which on 23 July 1959 he/she was residing as a tenant, cancellation of tenancy status may only be given in cases and under conditions provided for cancellation of the contract on use to an a occupancy right holder, such as:

1. if he/she is using the residential space alone or with one or more members of his/her family household on the basis of a decision issued by a housing body, or
2. if he/she started using the residential space before 14 July 1994, or
3. if he/she pays the rent for using the residential space directly to an organisation or the owner of the apartment who is not an occupancy right holder to the apartment within which that residential space is located.

Non-enforceable decisions and other decisions contradictory to the provisions of paragraph 1 of this Article may not be enforced.

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Provisions of paragraph 1 of this Article shall not apply if the tenant used the residential space with furniture belonging to the occupancy right holder.

The rent that the person referred to in paragraph 1 of this Article pays for using the residential space shall be determined in accordance with Article 88 of this Law.

Article 97a

As an exception to the provisions of this Law regarding exchange of apartments, a temporary ban on exchange of apartments is put in place, in case the aim of the exchange is to displace members of a nation or a nationality from the territory of the Socialist Autonomous Province of Kosovo.

The ban to exchange apartments referred to in paragraph 1 of this Article may last as long as the reasons for which it was put in place exist, but no longer than 31 December 1990.

In case of ban to exchange apartments for reasons referred to in paragraph 1 of this Article, it is considered that the allocation right holder agreed even if the conditions under paragraph 4 of Article 22 of this Law have been fulfilled, but the occupancy right holder may, within 15 days after expiry of the deadline referred to in paragraph 4 of Article 22 of this Law, submit a request to the municipal court, demanding that the right of exchange be confirmed in an extra judiciary proceedings.

II FINAL PROVISIONS

Article 98

The existing contracts on apartment usage, which have been concluded before the commencement of this Law in accordance with the applicable regulations at the time, as well as existing tenant relations established in a valid manner before commencement of this Law, shall remain in force, but provisions of this Law shall apply to the right and obligations following from those contracts and relations.

Article 99- deleted

Article 100

If a proceeding has been initiated before a municipal housing body under the Law on Housing Relations (Official Gazette SFRY, 11/66 and 32/68), and if a first instance decision has not been issued until the day when this Law comes into force, or if the decision has been revoked before that day and the case remitted to the first instance body, the proceeding shall resume under the provisions of this Law.

If an appeal has been lodged against the decision issued under the Law on Housing Relations (Official Gazette SFRY, 11/66 and 32/68), or if an appeal has been lodged against such a decision prior to the commencement of this Law, the decision upon the appeal shall be issued

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in accordance with the provisions of that Law.

If in the case referred to in paragraph 2 of this Article, the decision is revoked and the case remitted to the first instance body after commencement of this Law, the proceeding shall resume and the case shall be decided under the provisions of this Law.

Article 101

The proceeding initiated before the court under the regulations on housing relations shall resume under the provisions of this Law if an effective court decision has not been issued as of the day when this Law enters into force.

Article 32

A citizen shall be fined with 10,000 to 20,000 dinars, or sentenced to 30 days of prison if he/she moves into an apartment or common premises in the building without some legal basis (Article 43).

Article 35

The Municipal Assembly shall harmonise its regulations with the provisions of this Law within 6 months as of the day when it comes into force.

The allocation right holder shall harmonise its self-management enactment and regulations with the provisions of this Law within 6 months as of the day when this Law comes into force.

Article 37

If a proceeding has been initiated before the competent municipal administrative body under the provisions of the Law on Housing Relations (Official Gazette SAPK, 26/73, 40/82, 26/82) which ceased to apply as of the day when this Law enters into force and if a first instance decision has not been issued until that day, or if the decision has been revoked and the case remitted to the first instance body, the proceeding shall resume under the provisions of this Law.

Article 38

The proceeding initiated before the court under the provisions of the Law on Housing Relations which ceased to apply as of the day when this Law comes into force, shall resume under the provisions of this Law if an effective court decision has not been issued as of the day when this Law comes into force.

Article 39

The Legislative Commission of the Assembly of the Social Autonomous Province of Kosovo is hereby authorised to make the consolidated version of the Law on Housing Relations.

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Article 40

This Law shall become effective on the eighth day as of the day it is published in the Official Gazette of the Socialist Autonomous Province of Kosovo.

Note: Articles 32, 35, 37 to 40, have been issued on the basis of amendments to this Law (Official Gazette SAPK, 42/86). These Articles could not be placed chronologically since Articles of the basic Law are under those numbers.