



DECISION ON THE ADMISSIBILITY

CASE No. CH/98/651

Lj. P.

against

THE FEDERATION OF BOSNIA AND HERZEGOVINA

The Human Rights Chamber for Bosnia and Herzegovina, sitting as the First Panel on 15 October 1998 with the following members present:

Ms. Michèle PICARD, President
Mr. Dietrich RAUSCHNING, Vice-President
Mr. Hasan BALIĆ
Mr. Rona AYBAY
Mr. Želimir JUKA
Mr. Miodrag PAJIĆ
Mr. Andrew GROTRIAN

Mr. Leif BERG, Registrar
Ms. Olga KAPIĆ, Deputy Registrar

Having considered the aforementioned application introduced pursuant to Article VIII(1) of the Human Rights Agreement ("the Agreement") set out in Annex 6 to the General Framework Agreement for Peace in Bosnia and Herzegovina;

Adopts the following decision pursuant Article VIII(2)(c) of the Agreement and Rules 49(2) and 52 of the Chamber's Rules of Procedure:

I. FACTS

1. The facts of the case, as they appear from the application and the documents submitted by the applicant, are as follows:

2. In 1971 the applicant was allocated an apartment in Neđe Radića street 14/C-III in Zenica by “Iron and Steel Works - Mining and Steel Production Zenica”, a company he and his wife had been working for.

3. The applicant had been continuously living in the apartment together with his wife and their daughter and, eventually, also with the granddaughter. On 20 May 1992 the applicant left Zenica, together with his daughter and granddaughter due to the hostilities. His wife stayed in the apartment and left it only on 2 August 1994 in order to join the rest of the family who were at the time, and still are, living in the Federal Republic Yugoslavia (FRY, “Savezna Republika Jugoslavija”).

4. Although the applicant’s wife continued living in the apartment, the Municipality Secretariat in Zenica declared the apartment abandoned on 27 January 1994. On 4 February 1994 the applicant’s wife appealed against this decision to the Municipality Secretariat. The applicant alleges that they never received an answer.

5. The applicant alleges that his wife was continuously threatened, so as to leave the apartment. She was also promised by the allocation right holder whose employee she was, that she would receive a three-room apartment in Belgrade if she would give up the occupancy right in respect of the apartment in Zenica. Moreover, she was informed that she could leave Zenica safely if she agreed to that proposal. Having obtained the company’s written approval that she would be able to obtain the occupancy right in Belgrade she signed an agreement that she would cancel the contract to use the apartment in Zenica on 4 July 1994 and handed over the apartment.

6. Having joined the family in Belgrade, the applicant’s wife never obtained the occupancy right.

7. In response to an inquiry by the Federal Ombudsman, the company replied on 5 September 1997 that the applicant’s wife had given up her rights over the apartment in Zenica and that the company had no right over the apartment in Belgrade.

8. The applicant later found out, at the Municipality Palilula in the FRY, that they had in fact no right to dispose of the apartment in Belgrade.

II. COMPLAINTS

9. The applicant complains that his right to respect for his home under Article 8 of the European Convention for Human Rights and his right to peaceful enjoyment of his possession under Article 1 of Protocol No. 1 to the European Convention of Human Rights have been violated.

III. PROCEEDINGS BEFORE THE CHAMBER

10. The applicant was introduced on 1 June 1998 and registered on 21 June 1998.

IV. OPINION OF THE CHAMBER

11. Before considering the merits of the case the Chamber must decide whether to accept the case, taking into account the admissibility criteria set out in Article VIII(2) of the Agreement. According to Article VIII(2)(c), the Chamber shall dismiss any application which it considers incompatible with the Agreement.

12. Article XVI of the Agreement states that the Agreement shall enter into force upon signature. As the Agreement was signed on 14 December 1995 the Chamber is only competent *ratione temporis* to consider events which happened after that date or, if they happened before then, constitute a situation continuing after that date.

13. In the present case the Chamber notes that all events which might have led to a violation of the rights of the applicant took place before 14 December 1995. The application therefore lies outside the Chamber's competence *ratione temporis*.

14. Accordingly, the Chamber decides not to accept the application, it being incompatible *ratione temporis* with the Agreement within the meaning of Article VIII(2)(c) thereof.

V. CONCLUSION

15. For these reasons, the Chamber, unanimously,

DECLARES THE APPLICATION INADMISSIBLE.

(signed)
Leif BERG
Registrar of the Chamber

(signed)
Michèle PICARD
President of the First Panel