DECISION ON ADMISSIBILITY AND MERITS

(delivered on 6 December 2002)

Case no. CH/01/8054

Nataša PILIPOVIĆ

against

THE REPUBLIKA SRPSKA

The Human Rights Chamber for Bosnia and Herzegovina, sitting as the Second Panel on 5 November 2002 with the following members present:

Mr. Giovanni GRASSO, President
Mr. Viktor MASENKO-MAVI, Vice-President
Mr. Jakob MÖLLER
Mr. Mehmed DEKOVIĆ
Mr. Manfred NOWAK
Mr. Vitomir POPOVIĆ
Mr. Mato TADIĆ

Mr. Ulrich GARMS, 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 to Articles VIII(2) and XI of the Agreement and Rules 52, 57 and 58 of the Chamber's Rules of Procedure:

I. INTRODUCTION

1. The case concerns the applicant's attempts to achieve a transfer of the occupancy right of her late great-grandmother to herself. Her right to achieve such a transfer is based upon a verified contract on life support. Since October 1992, the applicant has pursued proceedings before different domestic bodies, both judicial and administrative, in order to achieve the transfer of the occupancy right, but to date, her right remains uncertain due to contradictory results from the domestic courts and the administrative bodies.

2. The case raises issues under Article 6 paragraph 1 (right to a fair hearing), Article 8 (right to respect for private life and home) and Article 13 (right to an effective remedy) of the European Convention on Human Rights (the "Convention") and Article 1 of Protocol No. 1 (right to peaceful enjoyment of possessions) to the Convention.

II. PROCEEDINGS BEFORE THE CHAMBER

3. The application was received and registered on 2 November 2001. In the application, the applicant requested compensation in an unspecified amount for pecuniary damages for the value of furniture and accessories that were removed from the apartment in question.

4. On 12 July 2002, the case was transmitted to the respondent Party for its observations on the admissibility and merits with respect to Articles 6 paragraph 1, 8 and 13 of the Convention and Article 1 of Protocol No. 1 to the Convention.

5. On 25 July 2002, the Chamber received the written observations of the respondent Party.

6. On 23 August 2002, the Chamber received the applicant's written observations in reply to the written observations of the respondent Party.

7. The Chamber deliberated on the admissibility and merits of the application on 2 July 2002, 6 September 2002 and 5 November 2002. On 5 November 2002, the Chamber adopted the present decision on admissibility and merits.

III. STATEMENT OF THE FACTS

A. Background facts

8. On 1 September 1981, at the age of 11, the applicant moved in with her great-grandmother, B.D., into an apartment situated in Banja Luka over which her great-grandmother had held the occupancy right since 3 March 1981. The applicant lived together with her great-grandmother in the apartment until September 1992, when her great-grandmother died, and continued to live there thereafter until she was evicted in February 1993.

9. On 3 June 1986, the applicant, at the age of 16, signed a contract on life support with her great-grandmother, B.D. Among other things, this contract provides for the consent of B.D. to enable the applicant to use the apartment in question after B.D.'s death. It further provides for B.D.'s consent for the applicant, after B.D.'s death, to initiate proceedings before the domestic authorities to obtain the transfer of the occupancy right over the apartment to herself in order for her to gain the status of the occupancy right holder. This contract on life support was verified by the Banja Luka Court of First Instance on 4 June 1986.

10. B.D. died on 24 September 1992.

11. On 9 February 1993, the applicant was evicted from the apartment by the authorities of the respondent Party. However, the applicant was reinstated into possession of the apartment on 27 June 2000. Since then, she has remained in possession of the apartment to date.

B. Proceedings before the Banja Luka Housing-Communal Organs, Ministry for Urbanism of the Republika Srpska, and the Supreme Court of the Republika Srpska.

12. On 27 October 1992, the applicant filed a claim to achieve the transfer of her great grandmother's occupancy right to herself, based upon Article 6 of the Law on Housing Relations (see paragraph 32 below).

13. On 22 January 1993, the Municipal Secretariat for Economy, Department for Legal-Administrative Affairs in Banja Luka, issued a procedural decision refusing the applicant's claim and ordering the applicant to vacate the apartment. She was evicted a few weeks later.

14. On 25 August 1994, the Ministry for Urbanism, Housing-Communal Affairs and Construction annulled the procedural decision of 22 January 1993 and returned the case to the first instance organ for renewed proceedings.

15. On 23 February 1999, the Secretariat for Housing Affairs of the City of Banja Luka, decided in the renewed proceedings not to recognise the applicant's rights derived from the contract on life support.

16. On 27 September 1999, the Ministry for Urbanism, Housing-Communal Affairs and Construction annulled this procedural decision of 23 February 1999 and issued a procedural decision establishing that the applicant has the right to continue using the apartment in question, without interruption, after the death of the occupancy right holder, B.D.

17. The City of Banja Luka, as the owner of the apartment, and the current user of the apartment, D.J., initiated an administrative dispute to challenge this decision. While deciding in this administrative dispute, the Supreme Court of the Republika Srpska on 27 June 2000 annulled this procedural decision of 27 September 1999, because it established that the applicant was not a member of the household of B.D. The Supreme Court returned the case to the Ministry for Urbanism, Housing-Communal Affairs, Construction and Environment.

18. On 24 October 2000, the Ministry for Urbanism, Housing-Communal Affairs, Construction and Environment, acting in accordance with the instructions given by the Supreme Court, annulled the procedural decision of 23 February 1999 and returned the case to the Secretariat for Housing Affairs of the City of Banja Luka, for reconsideration.

19. On 29 May 2001, the Department for Housing-Communal Affairs of the City of Banja Luka, decided in the renewed proceedings to reject the applicant's request since it established that the applicant had not been living as a member of her great-grandmother's household.

20. On 28 September 2001, the Ministry for Urbanism, Housing-Communal Affairs, Construction and Environment confirmed the procedural decision of 29 May 2001.

21. On 5 November 2001, the applicant initiated an administrative dispute before the Supreme Court of the Republika Srpska against the procedural decision of 28 September 2001.

22. To the Chamber's knowledge, the administrative dispute proceedings are still pending.

C. Proceedings before the Ministry for Refugees and Displaced Persons

23. On 10 December 1999, the applicant filed a claim for repossession of the apartment.

24. On 8 March 2000, the Ministry for Refugees and Displaced Persons, Department Banja Luka, issued a procedural decision recognising the applicant's right to regain possession of the apartment and ordering the temporary occupant to vacate the apartment.

25. On 27 June 2000, this procedural decision of 8 March 2000 was enforced and the temporary occupant was evicted from the apartment. The applicant was reinstated into possession of the apartment on the same day.

26. On 19 November 2001, the Ministry for Refugees and Displaced Persons rejected the appeal that was lodged against the procedural decision of 8 March 2000 by the temporary occupant.

D. Proceedings before the First Instance Court

27. On 24 March 2000, the City of Banja Luka initiated proceedings before the First Instance Court in Banja Luka requesting it to establish the invalidity of the contract on life support, based upon Article 120 of the Law on Inheritance.

28. On 27 June 2000, the First Instance Court in Banja Luka decided that the contract on life support is valid.

29. The Chamber is not aware of any appeal by the City of Banja Luka against the procedural decision of 27 June 2000.

IV. RELEVANT LEGISLATION

30. According to Article 12 of the Constitutional Law on the Implementation of the Constitution of the Republika Srpska (Official Gazette of the Republika Srpska – hereinafter "OG RS" – no. 21/92), laws and other regulations of the Socialist Federal Republic of Yugoslavia ("SFRY") and the Socialist Republic of Bosnia and Herzegovina ("SRBiH") which are consistent with the Constitution of the Republic and not inconsistent with laws and regulations enacted by the Assembly of the Serb People in Bosnia and Herzegovina, *i.e.*, the People's Assembly, will be applied until the issuance of relevant laws and regulations of the Republika Srpska.

A. Law on Housing Relations

31. The Law on Housing Relations (Official Gazette of the Socialist Republic of Bosnia and Herzegovina— hereinafter "OG SRBiH"–nos. 14/74, 12/87, 36/89; OG RS nos. 19/93, 22/93, 12/99) regulates the transfer of an occupancy right among family members and members of a common household after the death of the original occupancy right holder.

32. Article 6 at the relevant time when the contract on life support was concluded provided as follows:

> "In the sense of this Law the following persons shall be considered the occupants of an apartment: the occupancy right holder and the members of his family household who reside and live with him permanently, as well as persons who ceased to be family members but who nevertheless remained in the same apartment.
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> "In the sense of this Law, the following persons shall be considered the members of the occupancy right holder's family household: spouse, children (born inside or outside of wedlock, adopted children, stepchildren), children's spouses, parents of spouses (father, mother, stepfather, stepmother, adoptive parent), brothers and sisters, grandchildren without parents, as well as persons whom the occupancy right holder is legally obligated to support or persons who are legally obligated to support the occupancy right holder and who permanently live and reside with them, as well as persons who live with the occupancy right holder in the economic community (*i.e.*, common household) in the same apartment for more than ten years or more than five years if they moved into the apartment according to a contract on life support which provides support to the occupancy right holder."

33. Article 22 provides as follows:

> "When the occupancy right holder dies or for some other reason permanently ceases to occupy the apartment, and the members of his family household continue occupying the apartment, provided the spouse did not remain in the apartment as the occupancy right holder, the members of the family household will agree to choose one person between them to be the occupancy right holder and inform the allocation right holder about it.
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> "If the members of the family household do not reach the agreement from the previous paragraph within three months, then, upon a request by the members of the family household or the allocation right holder, the responsible court will choose, in out-of-court proceedings, which member will be the occupancy right holder, taking into account the material and health situation of each of the household members, as well as other circumstances.
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> "If the allocation right holder considers none of the persons who remained in the apartment after the death of the occupancy right holder, or after his/her cessation of occupancy of the apartment for some other reason, to have the right to continue occupying the apartment under Article 21, paragraph 2, of this Law, then they may seek from the housing organ the eviction of all persons remaining in the apartment.
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> "During the coercive eviction from the previous paragraph, the necessary or alternative accommodation shall not be provided."

B. Law on Inheritance

34. The Law on Inheritance (OG SRBIH nos. 7/80, 15/80) regulates the conditions for the validity of contracts on life support. Article 120 of this Law provides as follows:

> "A contract obliging one contracting party to provide life support to the other contracting party, or to a third person, in which the other contracting party is stating that s/he is leaving him/her all his/her property, or a part of it, as inheritance shall not be considered a contract on inheritance. It shall be a contract on alienation with compensation of the whole or one part of the property belonging to the person receiving the life support at the time the contract is concluded, the hand-over of which is put off until the death of the person receiving the life support (contract on life support).
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> "A contract on life support must be composed in writing and verified by a judge.
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> "During verification, the judge will read the contract and warn the contracting parties about the contract's consequences.
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> "Contracts concerning the union of life or estate along with a promise of inheritance, or contracts concerning the obligation of one of the contracting parties to watch over the other contracting party, maintain his/her estate, arrange his/her burial after his/her death or act similarly toward the same goal, shall also be considered a contract on life support.
>
> "This contract may be concluded between persons legally obligated to mutually support each other."

V. COMPLAINTS

35. The applicant complains that, regardless of the fact that she has all the required documents, due to decisions of the authorities of the respondent Party, she has not been able to achieve a transfer of the occupancy right of her late great-grandmother to herself. The applicant also alleges that she was evicted from her apartment in a violent manner. The applicant specifically complains about the length of the proceedings before the domestic bodies, since she filed her first request to achieve the transfer of the occupancy right on 27 October 1992. The applicant further states that

she was reinstated into possession of the apartment in question due to the assistance of the Organisation for Security and Co-operation in Europe. Although the applicant regained possession over the apartment, she remains under a constant threat of eviction because the administrative proceedings are still pending. The applicant also alleges that moveable property was removed from the apartment in question.

VI. SUBMISSIONS OF THE PARTIES

A. The respondent Party

36. In its submissions of 25 July 2002, the respondent Party argues with respect to admissibility that the application is inadmissible because the applicant has failed to exhaust domestic remedies and she has abused the right of petition.

37. As to the merits, the respondent Party argues that all the complaints are ill-founded. According to the respondent Party, the court proceedings, which were initiated in November 2001, have not lasted an unduly long time. The respondent Party invites the Chamber, while deciding upon the issue of the length of proceedings, to take into consideration "the political and social circumstances in the country". It also alleges that the applicant — "with ill intent" — refused to wait for the final court decision and thereby "discredited the respondent Party's judiciary". The respondent Party further contends that the applicant has no legal right to use the apartment in question, so there is no violation of her right to home. Moreover, since the applicant has repossessed the apartment and she did not allege that the respondent Party prevented this, there can be no violation of Article 1 of Protocol No. 1 to the Convention. Finally, the respondent Party argues that it did not violate the applicant's right to an effective remedy.

B. The applicant

38. In the applicant's submissions of 23 August 2002, she repeats that her complaints concern the period of the over-all proceedings, starting with her first request on 27 October 1992, and not only the most recent court proceedings. The applicant further alleges that the legal officer of the City Assembly, the Public Attorney, and in particular the Judge at the First Instance Court of Banja Luka have obstructed or exerted undue influence over the proceedings in her case and thereby effectuated the denial of her rights.

VII. OPINION OF THE CHAMBER

A. Admissibility

1. Admissibility *ratione personae*

39. In accordance with Article VIII(2) of the Agreement, "The Chamber shall decide which applications to accept... In doing so, the Chamber shall take into account the following criteria:...(c) The Chamber shall also dismiss any application which it considers incompatible with this Agreement, manifestly ill-founded, or an abuse of the right of petition."

40. The Chamber finds that the applicant's complaint regarding the damage to or loss of moveable property from the apartment does not concern an interference with her rights under the Agreement by the authorities of any of the signatories to the Agreement. Moreover, the applicant has not provided any indication that the alleged loss of moveable property has been directly caused by the respondent Party or any person acting on its behalf, and it does not appear so to the Chamber. As a result, the respondent Party cannot be held responsible for this loss. It follows that this part of the application is incompatible *ratione personae* with the provisions of the Agreement, within the meaning of Article VIII(2)(c). The Chamber therefore decides to declare this part of the application inadmissible.

2. Abuse of the right of petition

41. The respondent Party has argued that the application should be declared inadmissible because the applicant has abused her right of petition.

42. The Chamber shall, in deciding which applications to accept, take into account whether an applicant has abused the right of petition by filing an application (see paragraph 39 above).

43. With regard to this objection, the Chamber considers that the allegations related to the length of proceedings will not be declared manifestly ill-founded. The Chamber also notes that it is undisputed that the applicant filed her first request to achieve a transfer of the occupancy right of her great-grandmother to herself on 27 October 1992 and that these proceedings are still not concluded. The Chamber further considers that the application is not clearly based on untrue statements of facts, alleged to be devoid of any sound judicial basis or lodged solely for propaganda reasons. This leads to the conclusion that there is no question of an abuse of the right of petition. The Chamber will therefore reject this basis for declaring the application inadmissible.

3. Exhaustion of domestic remedies

44. The respondent Party has argued that the applicant has not exhausted domestic remedies since she filed her application to the Chamber while the administrative dispute proceedings are still pending.

45. In accordance with Article VIII(2) of the Agreement, "the Chamber shall decide which applications to accept.... In so doing, the Chamber shall take into account the following criteria: (a) Whether effective remedies exist, and the applicant has demonstrated that they have been exhausted...".

46. In the *Blentić* case (case no. CH/96/17, *Blentić*, decision on admissibility and merits delivered on 3 December 1997, paragraphs 19-21, Decisions on Admissibility and Merits 1996–1997, with further references), the Chamber considered this admissibility criterion in the light of the corresponding requirement to exhaust domestic remedies in Article 26 of the Convention (presently Article 35 of the Convention, as amended by Protocol No. 11 to the Convention). The European Court of Human Rights has found that such remedies must be sufficiently certain not only in theory but in practice, failing which they will lack the requisite accessibility and effectiveness. The Court has, moreover, considered that in applying the rule on exhaustion it is necessary to take realistic account not only of the existence of formal remedies in the legal system of the Contracting Party concerned, but also of the general legal and political context in which they operate, as well as of the personal circumstances of the applicants.

47. In the present case the Republika Srpska objects to the admissibility of the application on the ground that the applicant initiated an administrative dispute and prior to the outcome of this dispute, she filed her application with the Chamber. Whilst the administrative dispute proceedings afford remedies which might in principle qualify as effective ones within the meaning of Article VIII(2)(a) of the Agreement, insofar as the applicant is seeking to transfer her great-grandmother's occupancy right, the Chamber must ascertain whether, in the case now before it, these remedies can also be considered effective in practice.

48. The Chamber observes that the essence of the applicant's claim concerns the over-all length of all the proceedings to achieve the transfer of her great-grandmother's occupancy right. Since the applicant initiated proceedings on 27 October 1992 and these proceedings are still not concluded, the Chamber finds that in this specific case these proceedings cannot be considered effective.

49. In these particular circumstances, the Chamber is satisfied that the applicant could not be required to exhaust, for the purposes of Article VIII(2)(a) of the Agreement, any further remedy provided by domestic law. The Chamber will therefore reject this basis for declaring the application inadmissible.

4. Conclusion as to admissibility

50. The Chamber decides to declare the application inadmissible *ratione personae* with regard to the applicant's claim of loss of moveable property. However, the Chamber decides to declare the remainder of the application admissible since no other grounds for declaring the application inadmissible have been established.

B. Merits

51. Under Article XI of the Agreement, the Chamber must next address the question whether the facts established above disclose a breach by the respondent Party of its obligations under the Agreement. Under Article 1 of the Agreement, the Parties are obliged to "secure to all persons within their jurisdiction the highest level of internationally recognised human rights and fundamental freedoms", including the rights and freedoms provided for in the Convention.

1. Article 6 of the Convention

52. The applicant complains about the length of her proceedings and the clear pattern of obstruction before the competent housing-communal organs in Banja Luka, the Ministry for Urbanism of the Republika Srpska, and the competent courts in the Republika Srpska. The respondent Party argues that the period of time to be considered in examining a potential violation of Article 6 paragraph 1 of the Convention starts in November 2001, when the court proceedings were first initiated, rather than in October 1992, when the administrative proceedings were first initiated.

53. Article 6 of the Convention, insofar as relevant to the present case, reads as follows:

> "1. In the determination of his civil rights and obligations ..., everyone is entitled to a fair and public hearing within a reasonable time by an independent and impartial tribunal established by law...."

54. Noting that the pending court and administrative proceedings concern the applicant's right based on a contract of life support to transfer the occupancy right of her late great-grandmother to herself, the Chamber finds that these proceedings relate to the determination of her "civil rights and obligations", within the meaning of Article 6 paragraph 1 of the Convention. Accordingly, that provision is applicable to the proceedings in the present case.

55. The first step in establishing the length of the proceedings is to determine the period of time to be considered. The Chamber finds that, considering its competence *ratione temporis,* it can assess the reasonableness of the length of the proceedings only with regard to the period after 14 December 1995. It may, however, take into account what stage the proceedings had reached and how long they had lasted before that date.

56. In the present case, the proceedings already had lasted over three years when the Agreement entered into force. On 27 June 2000, the Supreme Court of the Republika Srpska issued a decision in administrative dispute proceedings by which the applicant's case was sent back to the second instance body. The second instance body then issued a decision and — according to the instructions from the Supreme Court — sent the case back to the first instance body. After these bodies issued new decisions, the applicant, on 5 November 2001, initiated an administrative dispute before the Supreme Court of the Republika Srpska, which is still pending. To sum up, the total proceedings have lasted, after 14 December 1995, 6 years and 11 months as of the date of this decision and they are still pending.

57. The reasonableness of the length of proceedings is to be assessed having regard to the criteria laid down by the Chamber, namely the complexity of the case, the conduct of the applicant and of the relevant authorities, and the other circumstances of the case (*see, e.g.,* case no. CH/97/54, *Mitrović*, decision on admissibility of 10 June 1998, paragraph 10, Decisions and Reports 1998, with reference to the corresponding case-law of the European Court of Human Rights).

58. The Chamber notes that the issue in the underlying case is the establishment of whether or not the contract on life support is valid in order for the applicant to obtain the right to transfer the occupancy right of her late great-grandmother to herself. The case does not seem to the Chamber to be so complex as to require over six years of proceedings. The Chamber especially notes that on 27 June 2000, the First Instance Court in Banja Luka established that the contract on life support is valid, a decision which apparently has not been appealed against. Accordingly, the Chamber finds no reason why, after two and a half more years, the administrative proceedings are still not concluded.

59. As to the conduct of the applicant, it is clear that she has pursued the various procedures available to her in an expeditious manner. The Chamber cannot find any evidence that any conduct of the applicant has served to prolong the proceedings.

60. The authorities in this case, however, have not met their responsibility to ensure that the proceedings are expedited in a reasonable time. In particular, since the administrative organs failed to issue decisions, and noting that the First Instance Court in Banja Luka on 27 June 2000 decided that the contract on life support is valid, the Chamber finds that their conduct caused an unnecessary delay in the over-all proceedings. Due to this failure of the administrative organs to conclude the proceedings, while having in mind the court decision, the applicant is now in a situation of great uncertainty. On the one hand, she finds herself in the possession of the apartment due to the decision of the Ministry for Refugees and Displaced Persons, but on the other hand, she remains under a constant threat of a decision in the administrative dispute before the Supreme Court which could lead to her eviction from the apartment.

61. Given that the question concerned the right to obtain a transfer of an occupancy right and that the applicant finds herself in a uncertain position because of the contradictory decisions of the court and the administrative organs, the Chamber notes that a speedy outcome of the administrative dispute would have been of particular importance to the applicant.

62. In view of the above, the Chamber finds a violation of Article 6 paragraph 1 of the Convention in that the proceedings in the applicant's case have not been determined within a reasonable time.

63. The Chamber, considering that it has already found a violation of the applicant's rights protected by Article 6 paragraph 1 of the Convention with regard to the length of proceedings, does not consider it necessary to examine the applicant's complaints of a pattern of obstruction of the administrative and judicial system in the Republika Srpska.

2. Articles 8 and 13 of the Convention and Article 1 of Protocol No. 1 to the Convention

64. Article 8 of the Convention, insofar as relevant, provides:

> "1. Every one has the right to respect for…his home…
>
> "2. There shall be no interference by a public authority with the exercise of this right expect such as in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others."

65. Article 1 of Protocol No. 1 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.
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> "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."

66. Article 13 of the Convention provides as follows:

> "Everyone whose rights and freedoms as set forth in this Convention are violated shall have an effective remedy before a national authority notwithstanding that the violation has been committed by persons acting in an official capacity."

67. The Chamber, considering that it has found a violation of the applicant's right projected by Article 6 paragraph 1 of the Convention with regard to the length of proceedings, does not consider it necessary to separately examine the application under Articles 8 and 13 of the Convention and Article 1 of Protocol No. 1 to the Convention.

VIII. REMEDIES

68. Under Article XI(1)(b) of the Agreement, the Chamber must address the question of what steps shall be taken by the Republika Srpska to remedy the established breaches of the Agreement. In this regard, the Chamber shall consider issuing orders to cease and desist and for monetary relief.

69. The applicant requested compensation for pecuniary damage related to the loss of moveable property from the apartment. However, the Chamber can only award compensation if it makes a finding of a violation of the Agreement. Since the Chamber will declare this part of the application inadmissible, the Chamber cannot award compensation for this alleged damage.

70. The Chamber notes that it has found a violation with regard to the length of proceedings. Since the First Instance Court in Banja Luka on 27 June 2000 established that the contract on life support concluded by the applicant and her great-grandmother on 3 June 1986 is valid, and since it appears that the City of Banja Luka did not appeal against this decision, the Chamber notes that this decision should be final under domestic law. None the less, even if the City of Banja Luka has filed an appeal against this decision, such an appeal does not alter the Chamber's decision in this case with respect to Article 6 of the Convention. Since the administrative proceedings are still pending, the Chamber considers it appropriate to order the respondent Party to take all necessary steps to promptly conclude the pending administrative proceedings, in any case within two months of the date on which this decision becomes final and binding in accordance with Rule 66 of the Chamber's Rules of Procedure, taking into account the decision of the First Instance Court in Banja Luka that the contract on life support is valid.

71. Furthermore, the Chamber considers it appropriate to award a sum to the applicant in recognition of the sense of injustice she has suffered as a result of her inability to have her case decided within a reasonable time and in recognition of her being in an uncertain situation due to the issuance of contradictory decisions by the organs of the respondent Party.

72. Accordingly, the Chamber will order the respondent Party to pay to the applicant the sum of 3000 Convertible Marks (*Konvertibilnih Maraka*) in non-pecuniary damages in recognition of her suffering as a result of her inability to have her case decided within a reasonable time.

73. Additionally, the Chamber further awards simple interest at an annual rate of 10% on the sum awarded to be paid to the applicant in the preceding paragraph. The interest shall be paid as of one month from the date on which this decision becomes final and binding in accordance with Rule 66 of the Chamber's Rules of Procedure on the sum awarded or any unpaid portion thereof until the date of settlement in full.

IX. CONCLUSIONS

74. For these reasons, the Chamber decides,

1. unanimously, to declare inadmissible the part of the application relating to the issue of the loss of moveable property;

2. unanimously, to declare admissible the remainder of the application;

3. unanimously, that there has been a violation of the applicant's rights under Article 6 paragraph 1 of the European Convention on Human Rights with regard to the length of proceedings, the Republika Srpska thereby being in breach of Article I of the Human Rights Agreement;

4. unanimously, that it is not necessary to examine the application under Article 8 of the Convention;

5. unanimously, that it is not necessary to examine the application under Article 1 of Protocol No. 1 to the Convention;

6. unanimously, that it is not necessary to examine the application under Article 13 of the Convention;

7. unanimously, to order the Republika Srpska, through its authorities, to take all necessary steps to promptly conclude the pending administrative proceedings, in any case within two months of the date on which this decision becomes final and binding in accordance with Rule 66 of the Chamber's Rules of Procedure, taking into account the decision of the First Instance Court in Banja Luka that the contract on life support is valid;

8. by 6 votes to 1, to order the Republika Srpska to pay to the applicant, no later than one month after the date on which this decision becomes final and binding in accordance with Rule 66 of the Chamber's Rules of Procedure, three thousand (3000) Convertible Marks ("*Konvertibilnih Maraka*") by way of compensation for non-pecuniary damages;

9. by 6 votes to 1, to order the Republika Srpska to pay simple interest at the rate of 10 (ten) per cent per annum over the above sum or any unpaid portion thereof from the date of expiry of the above one-month period until the date of settlement in full; and

10. unanimously, to order the Republika Srpska to report to it no later than three months after the date on which this decision becomes final and binding in accordance with Rule 66 of the Chamber's Rules of Procedure on the steps taken by it to comply with the above orders.

(signed)
Ulrich GARMS
Registrar of the Chamber

(signed)
Giovanni GRASSO
President of the Second Panel