



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

FOURTH SECTION

CASE OF BARTKUS AND KULIKAUSKAS v. LITHUANIA

(Application no. 80208/13)

JUDGMENT

STRASBOURG

9 January 2018

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

In the case of Bartkus and Kulikauskas v. Lithuania,

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

Ganna Yudkivska, *President*,

Vincent A. De Gaetano,

Egidijus Kūris,

Iulia Motoc,

Georges Ravarani,

Marko Bošnjak,

Péter Paczolay, *judges*,

and Marialena Tsirli, *Section Registrar*,

Having deliberated in private on 5 December 2017,

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

PROCEDURE

1. The case originated in an application (no. 80208/13) against the Republic of Lithuania lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by two Lithuanian nationals, Mr Vytautas Bartkus (“the first applicant”) and Mr Stanislovas Kulikauskas (“the second applicant”), on 12 December 2013.

2. The Lithuanian Government (“the Government”) were represented by their Agent, Ms K. Bubnytė.

3. On 31 August 2016 the complaint under Article 1 of Protocol No. 1 concerning the alleged prevention of the applicants from using their house during the eviction proceedings and the second applicant’s complaint that he could not use the house even after the eviction had taken place were communicated to the Government and the remainder of the application was declared inadmissible pursuant to Rule 54 § 3 of the Rules of Court.

THE FACTS

I. THE CIRCUMSTANCES OF THE CASE

4. The first applicant was born in 1976 and lives in Žagarė and the second applicant was born in 1957 and lives in Šiauliai.

5. In December 2010 the first applicant bought a house at an auction organised by the State and registered his property rights in the State Property Register. At the time, the former owners of the house, Z.B. and his

wife G.B., were living there. The auction was organised as a result of a debt of Z.B.

A. Eviction proceedings when the owner of the house was the first applicant

6. In January 2011 the first applicant lodged a claim with the court, asking to evict Z.B. and G.B. and for an award in respect of pecuniary damage.

7. On 21 December 2011 the Šiauliai District Court held that the first applicant was the lawful owner of the house and that Z.B. and G.B. were unlawfully occupying the premises. The court held that Z.B. and G.B. had to be evicted and decided to award the applicant 1,000 Lithuanian litai (LTL – approximately 289 euros (EUR)) for every month from 28 December 2010 until the eviction of Z.B. and G.B. from the house. It appears that by May 2017 EUR 5,013 had been recovered from Z.B. and G.B. and paid to the first and the second applicants, the remaining amount to be paid being EUR 5,070.

8. On 4 April 2012 the Šiauliai District Court issued a writ of execution and on 5 April 2012 it was received by the bailiff's office.

9. On 6 April 2012 the bailiff sent a letter to Z.B. and G.B. and asked them to vacate the house, the letter was received by Z.B. on 13 April 2012.

10. In May 2012 G.B. lodged a complaint against the bailiff but on 6 June 2012 the Šiauliai District Court dismissed it. G.B. then lodged a separate complaint which was also dismissed by the Šiauliai Regional Court on 24 September 2012.

11. In October 2012 the first applicant asked the bailiff to ensure that the police were present during the forced eviction; to ensure that the access to the house was not impeded by the dog; the first applicant also asked the bailiff to get the information from the Children's Rights Protection Service because Z.B. claimed that his minor granddaughter had been living in the house. The first applicant also asked the police to oblige the residents of the house to terminate their unlawful actions; to oblige them to remove their dog from the area; to warn the unlawful residents of the house of their responsibility for material damage and to fine them.

12. In October 2012 the bailiff asked the authorities about the permanent place of residence of Z.B.'s granddaughter. The authorities stated that Z.B.'s daughter and granddaughter were living together in Vilnius. This was later confirmed by Z.B.'s daughter herself.

13. On 13 November 2012 the bailiff informed Z.B. and G.B. that the eviction would take place on 23 November 2012. On 15 November 2012 Z.B. asked the bailiff to suspend the eviction because G.B. was ill. At first the bailiff refused to suspend the enforcement action but on

22 November 2012, after having received medical documents about G.B.'s state of health, he postponed the eviction until 14 December 2012.

14. On 20 November 2012 Z.B. lodged a complaint against the bailiff, also asking the court to apply interim measures – to suspend the eviction proceedings owing to G.B.'s illness and the presence of his minor granddaughter in the house. On 22 November 2012 the Šiauliai District Court decided to apply interim measures and to suspend the eviction proceedings until the complaint against the bailiff was examined.

15. The complaint against the bailiff was examined on 19 December 2012 by the Šiauliai District Court, which decided to dismiss Z.B.'s complaint. The court held that the writ of execution had been issued on 4 April 2012 (see paragraph 8 above) and that the bailiff had urged Z.B. and G.B. to vacate the house before 15 May 2012; thus he had given them thirty-nine days. The court further held that Z.B. had complained about the bailiff's eviction notice about the forced eviction but had also asked that the execution proceedings be suspended and the eviction postponed. The court held that Z.B. had already asked the bailiff to suspend the eviction but the bailiff had refused to satisfy this request. The court also stated that Z.B. had complained about the bailiff's eviction notice of 13 November 2012 (see paragraph 13 above). The bailiff had informed the animal shelter, the police and the Children's Rights Protection Service; he had thus acted in accordance with domestic law. The court decided to annul the interim measures applied by the decision of the Šiauliai District Court (see paragraph 14 above).

16. Z.B. submitted a separate complaint against the decision of the Šiauliai District Court (see paragraph 15 above), complaining that the court had made a purely formalistic assessment of his minor granddaughter's living arrangements in the house and that it had not commented on the fact that the bailiff had ignored his wife's illness. On 28 March 2013 the Šiauliai Regional Court held that the illness of G.B. had not come on suddenly, that there were no minors living in the house and that there were no grounds to suspend the execution of the eviction order.

17. The bailiff submitted a separate complaint against the decision of the Šiauliai District Court (see paragraph 14 above). On 25 January 2013 the Šiauliai Regional Court dismissed the bailiff's complaint holding that G.B.'s illness had been grounds to suspend the eviction proceedings.

18. On 3 April 2013 the bailiff informed Z.B. and G.B. that the eviction would take place on 16 April 2013. On that day Z.B. stated that his mother was living in the house and, because she was not on the list of persons who could be evicted, the eviction could not take place. The bailiff decided to suspend the eviction.

19. On 16 April 2013 Z.B. lodged a complaint with the court, stating that the bailiff's actions had been arbitrary and asking to remove him from

the case. This complaint was dismissed by the Šiauliai District Court on 23 April 2013.

B. Proceedings instituted by the first applicant against the bailiff

20. On 22 April 2013 the first applicant complained to the bailiff about the latter's inactivity on 16 April 2013 (see paragraph 18 above). The first applicant claimed that the bailiff had to enter the house and evict Z.B. and G.B. by force and that Z.B.'s mother had to be taken care of by the police or other relevant authorities.

21. On 2 May 2013 the bailiff decided not to satisfy the first applicant's complaint. The bailiff held that he could only evict those persons that were listed on the writ of execution, and Z.B.'s mother was not one of them. The bailiff agreed with the first applicant that Z.B. had been avoiding the eviction but stated that he had tried to defend the first applicant's interests by suggesting to the latter to apply to the Šiauliai District Court so that it broadened the list of persons to be evicted.

22. The first applicant then lodged a complaint before the Šiauliai District Court, complaining about the bailiff's inactivity.

C. Eviction proceedings when the owner of the house was the second applicant

23. On 14 June 2013 the first applicant sold the house to the second applicant.

24. Consequently, on 19 June 2013 the Šiauliai District Court replaced the first applicant with the second applicant in the proceedings (see paragraph 22 above).

25. On 16 August 2013 the Šiauliai District Court satisfied the second applicant's complaint. The court held that when the execution actions had been protracted, the interests of a creditor had been breached, and thus the main role in the execution proceedings had been played by the bailiff. Only the persons listed on the writ of execution could be evicted, and any other persons were considered to be only temporarily present and had to immediately leave the premises. Only the court and not the bailiff could postpone the eviction. The court held that the bailiff had failed to perform the execution of the eviction properly and that he had had no grounds to suspend or postpone the execution. The court thus annulled the bailiff's order of 16 April 2013 to suspend the eviction and the order of 2 May 2013 by which the bailiff dismissed the first applicant's complaint (see paragraphs 18 and 21 above).

26. Z.B. submitted a separate complaint. On 31 October 2013 the Šiauliai Regional Court dismissed it.

27. On 7 November 2013 the bailiff issued an order for forced eviction.

28. On 18 November 2013 the forced eviction took place, with the participation of the bailiff, the locksmith and two police officers. However, Z.B. and G.B. did not participate in it and when the second applicant entered the house, all their furniture and other belongings were still there. The next day, the bailiff drew up a document by which the second applicant was assigned as the property manager of the goods that had been left in the house and that had been seized.

29. In December 2013 Z.B. lodged a complaint against the bailiff regarding the forced eviction. On 3 January 2014 the Šiauliai District Court held that the eviction had been lawful and that the bailiff had acted in accordance with domestic law.

30. Z.B. submitted a separate complaint, which was dismissed by the Šiauliai Regional Court on 27 March 2014.

31. The Government submitted that on 11 February 2014 the bailiff ordered Z.B. and G.B. to collect their goods that had not been seized (see paragraph 28 above) from the house on 17 February 2014 at the latest. As this order had not been executed, on 26 March 2014 the bailiff issued a property-seizure order with the aim of selling the goods off.

32. Z.B. and G.B. lodged a complaint in respect of the bailiff's decision to issue the property-seizure order (see paragraph 31 above). On 26 May 2014 the Šiauliai District Court dismissed their complaint, holding that in accordance with domestic law the evicted person had to take his or her property. If he or she failed to collect the property within three months from the date when it had been transferred to the property manager, it could be sold and the income given to the debtor. In the present case, the second applicant had become the property manager on 18 November 2013 (see paragraph 28 above), the property seizure act had been drawn up on 19 November 2013, and the property had to be taken by Z.B. and G.B. before 17 February 2014. After this date the sale of the property would become lawful.

33. On 30 and 31 October 2014 the bailiff announced a public auction concerning the movable property of Z.B. and G.B. It was also suggested to the debtors' representative that they could approach the second applicant and take back their property that had not been seized.

34. Z.B. applied to the Šiauliai District Court to have interim measures applied to prevent the bailiff from selling their movable property. Z.B. explained that he wanted either to lodge a complaint against the bailiff in accordance with the out-of-court settlement procedure or to lodge a claim with the court. Z.B.'s application was accepted by the Šiauliai District Court on 3 December 2014. Z.B. was also instructed to lodge any such complaint against the bailiff under the out-of-court settlement procedure or a claim with the court before the deadline of 17 December 2014 and to pay the applicable court fees. According to the Government, Z.B. failed to pay the

court fees, and the interim measures were therefore annulled on 9 June 2015.

35. On 17 June 2015 the Šiauliai District Court rejected another complaint lodged by Z.B. against the bailiff, the second applicant and third parties regarding the annulment of the negative consequences caused by the unlawful actions of the bailiff and compensation for non-pecuniary damage. The court stated that Z.B. had asked it to rule that some personal belongings could not be sold at auction. The court held that Z.B. and G.B. had not taken advantage of the opportunity to name buyers who might have had an interest in taking part in the auction that had been subsequently carried out. Z.B. had failed to explain why he had not taken his belongings within the three-month time-limit; moreover, he had not even provided a description of his alleged personal belongings. The court therefore dismissed Z.B.'s complaint.

D. Civil proceedings concerning interim measures and the results of the auction

36. On 8 April 2013 G.B. lodged an application for interim measures, asking to prohibit the use of the house and other buildings in the garden and complaining of the result of the auction – the first applicant purchasing the house (see paragraph 5 above) – and asking for the result of the auction and the purchase agreement to be annulled.

37. On 16 May 2013 this application was dismissed by the Panevėžys Regional Court and on 5 September 2013 by the Court of Appeal.

38. G.B. lodged another application for interim measures, complaining of the results of the auction. Her application for interim measures was dismissed by the Panevėžys Regional Court on 10 September 2013 and her complaint about the result of the auction was dismissed by the Panevėžys Regional Court on 9 December 2013.

II. RELEVANT DOMESTIC LAW AND PRACTICE

A. Constitution

39. Article 23 of the Constitution reads:

“Property shall be inviolable.

The rights of ownership shall be protected by law.

Property may be taken over only for the needs of society according to the procedure established by law and shall be justly compensated.”

40. Article 24 of the Constitution reads:

“The home of a human being shall be inviolable.

Without the consent of the resident, it shall not be permitted to enter his home otherwise than by a court decision or according to the procedure established by law when this is necessary to guarantee public order, apprehend a criminal, or save the life, health, or property of a human being.”

B. Code of Civil Procedure (as in force at the particular time)

41. Article 18 provided that effective court judgements, rulings, orders or decrees were obligatory to the governmental or municipal authorities, officers or officials, natural and legal persons and had to be enforced in the whole territory of the Republic of Lithuania.

42. Article 144 § 1 provided that upon an application by the participants in proceedings or other persons concerned, a court could apply interim measures if without those measures the execution of the decision would be aggravated or become impossible.

43. Article 145 § 1 (1), (5) and (9) provided that interim measures could consist of the seizure of the defendant’s property; designation of a property manager for the respondent’s property; suspension of the sale of property, when the proceedings regarding the annulment of the seizure were pending.

44. Article 585 § 1 provided that the bailiff’s orders to execute the decisions were obligatory to everyone and had to be executed within the time-limit set by the bailiff. Article 585 § 2 provided that if a person refused to comply with a bailiff’s demands, a fine of up to LTL 1,000 could be imposed. If there were other obstacles to the execution of the decision, the bailiff could call the police to eliminate them. In such cases the presence of the police was obligatory.

45. Article 594 § 1 provides that the procedural actions of a bailiff are supervised by the judge of the region in which the bailiff is active.

46. Article 615 § 3 provided that courts’ decisions to evict debtors that could not be executed without access to the premises in question, provided the bailiff with a right to access premises without the permission of debtors and without a separate court decision. Article 615 § 4 provided that if a debtor refused to allow the bailiff to access the premises, the latter could call the police.

47. Article 625 § 1 provided that the bailiff could upon his or her own initiative or at the request of the parties to the proceedings postpone the execution, to suspend the executive actions or to return the writ of execution to the creditor. Article 625 § 2 provided that the bailiff’s order to postpone the execution, to suspend the executive actions or to return the writ of execution to the creditor had to be taken immediately when the circumstances to do so had appeared.

48. Article 627 (1) and (5) provided that the bailiff could suspend the execution proceedings or postpone the executive actions upon the request of the debtor; in eviction proceedings – after reception of a document from the

hospital indicating that the debtor or his/her family member was ill, provided that the illness was not chronic.

49. Article 681 § 3 provides that the debtor or a person who participated in the seizure of property, can object to the assessment of the value of that property within three days of the seizure date. If they did not participate, they can object within three days of the date they have received the property-seizure order.

50. Article 766 § 1 provides that the person to be evicted has to collect his/her own property. Article 766 § 8 provides that if the property is not collected within three months of the day it has been transferred to a property manager (*turto saugotojas*), the property can be sold in accordance with the procedure established in the Code of Civil Procedure and the proceeds have to be submitted to the debtor after deduction of execution costs.

51. Article 769 lays down the rules of eviction. It provides that eviction is carried out in accordance with a decision of a court. Eviction usually takes place with the person to be evicted present. However, if that person is in hiding or keeps refusing to vacate the premises, the bailiff evicts him or her by force, accompanied by the police and the court-appointed property manager.

C. Law on Bailiffs

52. Article 2 § 1 provides that a bailiff is a person authorised by the State and empowered by it to perform the functions of enforcement of writs of execution, to make findings of fact, or carry out any other functions provided by law.

53. Article 3 § 1 provides that in carrying out their functions, bailiffs must adhere to the principle of lawfulness as well as to the principles of civil proceedings. In enforcing writs of execution, bailiffs must use all lawful remedies to protect the plaintiff's interests properly, without violating the rights and lawful interests of other parties to the enforcement procedure.

54. Article 27 § 1 provides that the lawfulness of the procedural actions of the bailiff are assessed by a court in accordance with the rules of the Code of Civil Procedure.

D. Civil Code

55. Article 6.246 § 1 provides that civil responsibility arises from a failure to perform an obligation established in domestic law or a contract (unlawful failure to act) or from execution of acts that are prohibited by law or a contract (unlawful acts), or from a violation of a general obligation to act with due diligence. Article 6.246 § 2 provides that the law can provide that a person who is responsible for the acts executed by another person is

obliged to pay compensation (indirect civil liability). Article 6.246 § 3 provides that damage caused by lawful actions has to be compensated in cases established in law.

56. Article 6.249 § 1 provides that damage includes the loss or damage of property, direct losses, income that a person would have received if no unlawful actions had been committed. Article 6.249 § 2 provides that if a liable person has profit from his or her unlawful actions, the profit can be recognised as damage upon the request of a creditor. Article 6.249 § 5 provides that damage is assessed in accordance with the prices valid on the day of the issue of the court's decision, unless the laws or obligations require to apply prices that had existed on the day when the damage arose or on the day when the claim was lodged.

E. Case-law

57. In the case-law of the Supreme Court, it has held that the bailiff in a particular case had failed to carry out his duties properly and thus the applicant in the particular case received EUR 4,677 in respect of pecuniary damage (decision of 30 August 1999 (no. 3K-3-383/1999)). In another case the Supreme Court has also held that the bailiff had failed to recover a vehicle from the debtor and this had caused direct negative consequences to the applicant in that case (decision of 27 March 2013 (no. 3K-3-175/2013)). The applicant in that case received EUR 3,678 in respect of pecuniary damage.

THE LAW

I. ALLEGED VIOLATION OF ARTICLE 1 OF PROTOCOL No. 1 TO THE CONVENTION

58. Both applicants complained that they had been prevented from using their house owing to the prolonged execution of the court's decision to evict Z.B. and G.B. and the second applicant complained that he had not been able to use the house even after the eviction had taken place. They relied on Article 1 of Protocol No. 1 to the Convention, which provides:

“Every natural or legal person is entitled to the peaceful enjoyment of his possessions. No one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by law and by the general principles of international law.

The preceding provisions shall not, however, in any way impair the right of a State to enforce such laws as it deems necessary to control the use of property in

accordance with the general interest or to secure the payment of taxes or other contributions or penalties.”

A. Admissibility

59. The Government submitted that the applicants had failed to exhaust effective domestic remedies by not complaining against the bailiff’s actions in the course of eviction proceedings. The Government further submitted that the applicants had started to avail themselves of the opportunity to do so by submitting a complaint against the bailiff on 22 April 2013 (see paragraph 20 above), which had been satisfied (see paragraph 25 above). However, they maintained that the applicants had failed to start another set of court proceedings and claim compensation for the delays in the execution proceedings caused by the bailiff. The Government referred to the case-law of the domestic courts where the applicants had successfully sought damages in another set of proceedings when the bailiff had failed to act in due time (see paragraph 57 above).

60. The applicants claimed that the process of eviction had been protracted by the domestic courts rather than by the bailiff, as the domestic courts had suspended the eviction process numerous times. The new proceedings for damages against the bailiff would therefore not have been successful.

61. The Court notes that the first applicant started court proceedings regarding the eviction of the debtors (see paragraph 6 above) and both applicants contested the bailiff’s decision to suspend the eviction and complained about it both to the bailiff and the domestic courts (see paragraphs 20 and 25 above). The Court is not persuaded by the Government’s argument that the applicants should have started new court proceedings for damages if they had considered the eviction process flawed on account of the authorities’ actions. It is the Court’s view that a new set of court proceedings would only have delayed the outcome of the eviction process without necessarily bringing any tangible result (see *Paukštis v. Lithuania*, no. 17467/07, § 56, 24 November 2015, *Kavaliauskas and Others v. Lithuania*, no. 51752/10, § 46, 14 March 2017, *Valančienė v. Lithuania*, no. 2657/10, § 49, 18 April 2017). Moreover, the legal action advanced by the Government constitutes a purely compensatory remedy and even if the domestic courts had ruled in favour of the applicants, such a decision would only have produced the same results, the only outcome being confirmation of the judgment’s legal force enabling the bailiff to proceed with the enforcement proceedings, and would not have offered appropriate protection in respect of the applicants’ complaint.

62. In the light of these considerations the Court rejects the Government’s objection concerning non-exhaustion of domestic remedies.

63. The Court notes that the application is not manifestly ill-founded within the meaning of Article 35 § 3 (a) of the Convention. It further notes that it is not inadmissible on any other grounds. It must therefore be declared admissible.

B. Merits

1. The parties' submissions

64. The applicants claimed that the domestic courts had suspended the eviction proceedings numerous times without any grounds. The first applicant further claimed that although monetary compensation had been awarded to him in respect of Z.B.'s and G.B.'s actions (see paragraph 7 above), it had not negated the fact that both applicants had been prevented from using their property for a prolonged period of time.

65. The Government submitted that the applicants had been prevented from using the house from 20 December 2010 until 18 November 2013, when the forced eviction took place (see paragraphs 5 and 28 above). The Government thus agreed that this had amounted to an interference with the applicants' possessions.

66. The Government considered, however, that the interference pursued a legitimate aim and was proportionate. They claimed that Z.B. and G.B.'s numerous complaints to the authorities had to be examined following the procedure provided for by law, taking into account the interests of all the relevant parties to the proceedings. The authorities had to balance the right of Z.B. and G.B. to respect for their home on one hand and the right of the applicants to peacefully enjoy their possessions on the other. While acknowledging the delayed enforcement of the decision of the Šiauliai District Court of 21 December 2011 (see paragraph 7 above), the Government stated that the behaviour of Z.B. and G.B. had to be taken into account also when assessing the question of proportionality. In this context, the Government submitted that the bailiff had immediately taken action to enforce the judgment of the Šiauliai District Court on forced eviction (see paragraph 7 above) by issuing repeated notices to Z.B. and G.B. to vacate the house and, when that had been unsuccessful – by issuing notices of forced eviction. The bailiff also drew the courts' attention to the fact that Z.B. had possibly abused his procedural rights. However, the domestic courts had not taken that into account. The Government further stated that the bailiff had tried to help the applicants by advising the first applicant to lodge court proceedings in order to be able to evict other persons temporarily present in the house (see paragraph 21 above). Furthermore, the bailiff had asked Z.B. to submit the relevant documents concerning G.B.'s illness, had asked Z.B.'s daughter and the Children's Rights Protection Service about the place of residence of Z.B.'s granddaughter. Numerous

applications submitted by Z.B. and G.B. had to be thoroughly examined by the domestic courts, seeking to carefully balance the competing interests of the debtors and the applicants. After the court had concluded that Z.B. had been seeking to delay the enforcement of the judgment of the court and the court then had urged the bailiff to continue the eviction proceedings (see paragraph 25 above), the eviction had taken place straight away (see paragraph 28 above). The Government concluded that it had been Z.B. and not the authorities who had delayed the eviction proceedings by submitting numerous complaints, sometimes even false information, which the courts had had to examine nevertheless.

2. *The Court's assessment*

(a) **General principles**

67. The essential object of Article 1 of Protocol No. 1 is to protect a person against unjustified interference by the State with the peaceful enjoyment of his or her possessions. However, by virtue of Article 1 of the Convention, each Contracting Party “shall secure to everyone within [its] jurisdiction the rights and freedoms defined in [the] Convention.” The discharge of this general duty may entail positive obligations inherent in ensuring the effective exercise of the rights guaranteed by the Convention. In the context of Article 1 of Protocol No. 1, those positive obligations may require the State to take the measures necessary to protect the right of property (see *Sargsyan v. Azerbaijan* [GC], no. 40167/06, § 219, ECHR 2015). particularly where there is a direct link between the measures which an applicant may legitimately expect the authorities to undertake and the effective enjoyment of his or her possessions (see *Bijelić v. Montenegro and Serbia*, no. 11890/05, § 82, 28 April 2009).

68. It is thus the State's responsibility to make use of all available legal means at its disposal in order to enforce a final court decision, notwithstanding the fact that it has been issued against a private party, as well as to make sure that all relevant domestic procedures are duly complied with (see, *Bijelić*, cited above, § 83).

(b) **Application of the above principles in the present case**

69. The Court observes that in the domestic proceedings the authorities recognised the applicants' right to the house and issued an order to Z.B. and G.B. to vacate the premises. However, as Z.B. and G.B. had submitted numerous complaints to the authorities, the authorities had to examine them (see paragraphs 10, 14-16, 19 and 26 above). As a result, Z.B. and G.B. remained in the applicants' house, effectively preventing the applicants from using it for more than two years (see paragraphs 5 and 28 above).

70. The Court is prepared to accept that the authorities may have faced difficulties in the enforcement of the judgment in the applicants' favour. In

particular, the situation at hand called for the balancing of the applicants' right to peaceful enjoyment of their possessions protected under Article 1 of Protocol No. 1 to the Convention against the right of Z.B. and G.B. to have their complaints duly examined by the domestic courts.

71. The Court notes in particular that for approximately two years and eleven months the applicants were left in a state of uncertainty as to when they would be able to peacefully enjoy their property as the bailiff's attempts to recover possession proved unsuccessful (see paragraphs 9-28 above). The second applicant was also prevented from peacefully enjoying his possession following the forced eviction on 18 November 2013 until the decision to sell the belongings of Z.B. and G.B. on 26 March 2014 (see paragraphs 28 and 31 above).

72. That being so, the Court cannot overlook the fact that the responsibility for the situation complained of laid, to a major extent, with Z.B. and G.B. whose numerous, sometimes false, complaints to the authorities, protracted significantly the enforcement proceedings. The Court further notes that the applicants were able to challenge the actions of the bailiff, which they successfully did (see paragraph 25 above). As soon as the decision of the Šiauliai District Court of 16 August 2013 became final, the forced eviction took place and the second applicant, who was the owner of the house at the time, was able to take possession thereof (see paragraph 28 above). Moreover, the applicants have received and are still receiving payments of EUR 289 for every month from 28 December 2010 until the eviction of Z.B. and G.B. from the house on 18 November 2013, an amount that, as it appears, has not been challenged before the courts (see paragraph 7 above). Lastly, the second applicant was assigned as the property manager of the goods that had been left in the house, and Z.B. and G.B. were given three months to take their belongings that had not been seized (see paragraph 32 above). As they had failed to do so, the property was sold in accordance with domestic law (see paragraph 50 above). The second applicant did not object to his assignment as the property manager of the moveable property of Z.B. and G.B., as he submitted no such complaint before the domestic courts or the Court. Moreover, the goods that had not been seized were removed from the house in due time.

73. In view of the foregoing, the Court finds that the Lithuanian authorities have discharged their positive obligation, within the meaning of Article 1 of Protocol No. 1 to the Convention, to enforce the judgment ordering Z.B. and G.B. to vacate the house and to ensure that the second applicant was able to take possession thereof after the eviction took place (compare and contrast *Bijelić*, cited above, §§ 84-85).

74. Consequently, there has been no violation of Article 1 of Protocol No. 1 to the Convention.

FOR THESE REASONS, THE COURT, UNANIMOUSLY,

1. *Declares* the application admissible;
2. *Holds* that there has been no violation of Article 1 of Protocol No. 1 to the Convention.

Done in English, and notified in writing on 9 January 2018, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Marialena Tsirli
Registrar

Ganna Yudkivska
President