

By the Judgement of 2 June 2022 No. 23-II/2022 the Constitutional Court assessed constitutionality of Article 310, item 1; Article 421, item 4; Article 422, item 1; Article 450, item 1; Article 4501, item 2 and Article 687, item 2, paragraph 2 of the Civil Code of the Russian Federation.

The subject to examination was the Article 687, second paragraph of item 2 of the Civil Code of the Russian Federation as applied in judicial practice in connection with other above provisions of this Code to resolve the issue of the landlord's right under a short-term commercial tenancy agreement to unilaterally terminate the agreement out of court in the occurrence of the grounds that specified in contract, which are different from the grounds provided for in Article 687, item 2, paragraph 2 of the Civil Code.

The challenged provision in connection with other mentioned provisions of the Civil Code was recognized as not contradicting the Constitution of the Russian Federation since according to its constitutional and legal meaning it implies that the grounds for termination of the contract not stipulated in the Civil Code must be formulated clearly and they must relate to a substantial breach of the lawful interest of the landlord through the fault of the tenant, and the court in examining the dispute between the tenant and the landlord in connection with the landlord's unilateral termination of the contract evaluates whether the principle of good faith was violated by setting of these conditions in the contract and their use by the landlord.

The Constitutional Court concluded that there was no reason to review the applicant's case.