

By the Judgment of 5 July 2022 No. 28-II/2022 the Constitutional Court of the Russian Federation assessed constitutionality of Article 147, part 3.1 of the Housing Code of the Russian Federation.

This legal provision has been the subject of examination insofar as it serves as a basis for deciding whether an employment contract can be concluded between a homeowners' association and the chairman of the board of that association and the legal nature of the relationship between them.

The challenged legal provision was found not to contradict the Constitution of the Russian Federation, as its constitutional and legal meaning in the system of current legal regulation does not exclude the possibility of labour relations (conclusion of an employment contract) between the homeowners' association and the chairman of the board of the association.

The Constitutional Court concluded that there were no reasons to review the applicant's case. The applicant was entitled to compensation mechanisms whose form and amount were determined by the Severodvinsk Town Court of the Arkhangelsk Region, which had examined in the first instance the particular case involving him in which the challenged legal provision had been applied, if it had been established that his relationship with the Condor housing association had been one of employment.