

By the Judgement of 23 May 2025 No.21-II, the Constitutional Court assessed constitutionality of Article 86 and Article 89 (part 1) of the Housing Code of the Russian Federation

The said provisions were the subject of consideration to the extent that on their basis it is possible to force a citizen to sign a social rent agreement for housing by a court order in the case when such citizen has the right to be provided with housing on an emergency basis in connection with eviction from a residential building located in an emergency house, which is subject to demolition and was provided to him under a social rent agreement, and such citizen was previously offered residential premises that meet the requirements established for provision under the specified circumstances, which he refused to relocate to.

The contested provisions are recognized as not contradicting the Constitution of the Russian Federation, since they assume that:

compulsion to conclude a social rent agreement for residential premises located within the same area and of equivalent value is permitted only in cases where continued residence in the occupied premises within an emergency building subject to demolition threatens the life of a citizen or creates risks of significant harm to the health of said citizen and persons residing with him; or if the deferral of the demolition of the building in which the relevant citizens continue to reside creates a threat to the life, health, and safety of other citizens or substantially affects public interests, and the sole obstacle to demolition is the said continued residence; or if bad faith on the part of the citizen is established in a situation where he resided in another place, and subsequently refused, without valid reason or for reasons lacking legal grounds, the premises offered to him for habitation that are equivalent to the previously occupied dwelling unfit for permanent residence;

at the same time, on the basis of an agreement (a settlement agreement concluded during the court proceedings) between the authorized body and the citizen, as an alternative to compulsion to conclude a social rent agreement in the specified cases, pending resolution of the issue of determining the citizen's future place of residence, his placement in the temporary housing is permitted, with the authorized body retaining the obligation to provide residential premises under a social tenancy agreement;

The retention of the obligation by the authorized body to provide residential premises under a social rent agreement, in cases where the specified grounds for compulsion to conclude a social tenancy agreement are not established or where the citizen has been placed in temporary housing does not preclude the provision of residential premises to other citizens in need thereof according to the order of priority nor the application of reasonable time intervals for offering this citizen alternative residential premises under a social tenancy agreement.