

Advokátní kancelář VESELÁ SAMKOVÁ s.r.o.

registered with the Municipal Court in Prague under Section C, File No. 137918, ID No. 283 86 671

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European Court of Human Rights
Council of Europe
To the hands of
Ms. C. Westerdiek
67075 STRASBOURG Ceres
FRANCE

Prague, dated 27 September 2010

With regard to Application No. **38817/04 – J. Vomočil v. Czech Republic**

The participants specified below:

Jan Vomočil, Applicant:

Legally represented by JUDr. Klára A. Veselá-Samková, Ph.D., Attorney-at-Law
registered in the Czech Republic at: Španělská 6, 120 00 Prague 2

Intervening Party in the proceedings:

Civic Association of Owners of Houses, Flats & Other Real Estate, as represented
by its chairman RNDr. Tomislav Šimeček, and legally represented by JUDr. Klára A.
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STATEMENT BY THE APPLICANT AND INTERVENING PARTY

To the Esteemed Court,

On 12 July 2010, the Applicant's legal representative received the Court's request to submit a large number of evidentiary and written materials.

On the basis of the legal representative's request to extend the deadline for the submission of the materials, it was extended to 30 September 2010. Within this deadline, the legal representative is presenting her client's opinion on the Court's individual requirements on his behalf and clarifies her own opinion as follows:

I. General Opinion on the Course of the Proceedings Held before the Court

1.1. Applicant J. Vomočil lodged his application on 20 October 2004 and on 14 July 2007 it was supplemented to include other facts and information, which are referred to in other applications – those lodged by the members of the Intervening Party, specifically the Civic Association of Owners of Houses.

1.2. On 17 June 2005, the Court received the first influx of applications lodged by the members of the Intervening Party, currently administered under a certain file number as *Axamit et al v. Czech Republic*.

1.3. On 7 June 2007, three years after J. Vomočil lodged his application and exactly two years after the first wave of 1,800 applicants filed their cases, the European Court of Human Rights informed the Government of the Czech Republic that Jan Vomočil had lodged a complaint against the Czech Republic with the Court and, at the same time, requested the Government to present its statement on the acceptability and justification of this complaint.

1.4. On 31 December 2007, the Government submitted its opinion on the applications lodged by J. Vomočil and three other “pilot” cases.

1.5. On 30 April 2008, the legal representative of the Applicant and the Intervening Party sent to the Court their opinion on the statement submitted by the Government.

1.6. On 25 May 2009, after more than a year had passed, the legal representative of Applicant Vomočil received a request asking that the Applicant provide a reply to the Court's supplementary questions. The Court initially provided the Applicant with only fourteen days to prepare extensive and comprehensive replies.

1.7. On 29 June 2009, after a request to extend the deadline had been granted, the Applicant replied to all of the Court's questions and provided additional extensive materials to support his claims.

1.8. On 17 July 2009, the Applicant's legal representative received the Government's responses to the same questions that had originally been asked of the Applicant. At the same time, the Applicant was given an entirely inadequate period of time, which was only subsequently extended to 15 September 2009 on the basis of the Applicant's request, to react to the Government's responses and express his opinion on them.

1.9. On 29 September 2009, the legal representative of the Applicant and the Intervening Party sent to the Court a detailed commentary on the responses the Government had provided for the submitted questions.

1.10. Yet again, there was no further communication for about a year, when, on 12 July 2010, the Applicant's legal representative received the Court's request to provide a large quantity of materials and other information. The timeframe was again totally inadequate considering the scope of the materials requested, since the Court expected a reply by 6 August 2010. It is apparent that, taking into account the different language versions and the transport of the materials to Strasbourg, the Applicant was given approximately fourteen days to prepare his responses to the questions.

The Applicant once again requested an extension. In relation to the proceedings for another applicant – Art 38 a.s., he subsequently requested that the deadline be extended to the end of September 2010.

1.11. The fact that the Court is not communicating with the Applicant and the Intervening Party correctly is also reflected in the withholding of communication and the ongoing ambiguity with regard to the further procedural progress of the case. The Court's next steps were not clarified even in response to the Applicant's direct request; this procedural behaviour on the part of the Court is not based on either the Convention or the Rules of Procedure.

Over the course of the years, the Applicant, supported by the opinion of the Intervening Party, has submitted several fundamental procedural proposals through his legal representative. The Court either did not reply to them at all or its replies were only of a formal nature and confirmed their receipt. The following are the main procedural proposals that were submitted:

1.11.1. By means of a letter dated 9 July 2007, the Applicant approached the Court with several proposals, which included the request that he be able to continue sending his statements to the Court in Czech. The Applicant made this particular request taking into account the fact that the dispute, as a "pilot case", applies to a large number of applicants for whom it might have an immediate impact. For this reason, maximum accuracy is required for the defence of the interests of the Applicant and for the several thousands of people who will be relying on the Applicant's communication with the Court. The Applicant must have the ability to take advantage of all available methods in order to defend not only his own interests but also those of other applicants. The Court denied this request made by the applicant by means of its letter dated 21 August 2007 without providing any justification for its denial. At that point, the Applicant became convinced – whereby this conviction, when looking at the course of the subsequent ECHR proceedings, is only strengthened – that the Court, either intentionally or due to a complete lack of interest in the matter, has placed the Applicant in a situation where an entirely unfair burden has been placed on the Applicant and his defence, in particular when considering that others are dependent on the Applicant for their defence. At this point the Applicant considers it necessary to state that the deliberations concerning this matter already place an extraordinary financial and personal burden on the Applicant. Without the direct support of the Intervening Party, the Applicant would not be able to meet the Court's demands at all due to financial and organisational reasons and the lack of the required skills. This manner of managing the dispute, when the Court did not ask the Applicant if he is willing and able to bear the burden of a pilot case has been extraordinarily exhausting for the Applicant. If the government, which, in addition to the governmental representative, has engaged a specialised attorney who is supported by a retaining fee of approximately CZK 30 million (approximately EUR 1.2 million), stands on the one side, then it is only with great

difficulty that this dispute can be regarded as a dispute between equal parties. The Applicant can do no more than state that if each of the homeowners who is suffering the effects of regulated rent were to turn to the Court in this manner, then it is most likely that these owners would not be capable of duly defending their own interests. This however does not at all mean that the Applicant's rights are being flagrantly violated. It only means that, based on the Court's approach towards the Applicant, the Applicant is getting the impression that further applicants are intended to be dissuaded from a similar process. For that matter, the Hlaváček brothers, whose case was selected by the Court as a pilot case against their will, have already withdrawn their application.

1.11.2. On 30 April 2008, in their opinion on the Government's statement, the Applicant and the Intervening Party brought attention to the inappropriate selection of "pilot cases" and recommended other cases, which better reflect the existing situation, to the Court. The Court did not respond in any way.

1.11.3. In a letter dated 24 November 2008, the Applicant proposed that his case be granted priority. The Court did not react to this request, when it repealed its earlier decision for the priority hearing of the case of *Axamit et al v. Czech Republic*.

1.11.4. In that same letter the Applicant proposed to the Court that an oral hearing be ordered for the case. The Court never responded to this particular procedural request either. As there are no administrative rules in place for hearings held before the ECHR, since the rules of procedure define the manner in which an application will be heard only very loosely, the Applicant continues to be completely uncertain as far as the length of time is concerned as well as with regard to the next procedural steps. It can be reasonably expected that if this level of uncertainty existed with regard to the administration of any dispute within the legal code of any High Contracting Party, the European Court of Human Rights would designate this behaviour as being in conflict with the right to due process in accordance with Article 6 of the Convention.

1.11.5. In a letter dated 11 July 2008, the Applicant proposed to the Court that, taking into account the extremely critical nature of the situation and the fact that the final decision will apply to an enormously large number of cases, the matter be forwarded for deliberation directly to the Grand Chamber of the Court, whereby it would deal not with the admissibility or inadmissibility of the case but directly on the merits of the case. The Court never responded to this procedural request.

1.11.6. On 20 April 2009, the Applicant and the Intervening Party turned to the President of the Court with a letter requesting an audience, as they felt it was necessary to explain to him certain aspects of the case, in particular certain aspects associated with the political misuse of the issue of regulated rent in the battle between political parties and the overall influence of the political climate in the country involved in the application being heard. The writer took the opportunity to point out the fact that the President of the Court had undertaken an extensive business trip to the Czech Republic during which he met with top Government representatives, i.e. one party to the dispute. The Applicant considered this action to be an expression of the unequal approach to the parties. The President of the Court, as the addressee of the letter, never responded. The registry secretary responded with a brief communication dated 5 January 2010 in which it was stated that the meeting between the President of the Court and the representative of the Czech Republic was of a formal nature and referred to a letter dated 27 April 2009. The request for a personal audience was denied on the basis of this

letter with the justification that Mr. da Costa is the President of the Court and not the president of the section that is handling the case.

1.11.7. The letters the Applicant sent to the Court requesting the Court to please provide information on what the next steps will be in the case are a separate chapter in and of themselves. In its response of 29 August 2009 to the Applicant's letter dated 10 April 2009, the Court stated that it is unable to inform the Applicant as to when the Court will make a decision on the admissibility of the application. The Court also refused to respond to the aforementioned letter of the Applicant's legal representative dated 9 February 2009 and to the request to provide any details on the subsequent procedural steps. At this point, a problematic situation arose when one of the European Court of Human Rights justices, specifically JUDr. Karel Jungwirth, granted an interview to the MF Dnes newspaper on 23 April 2010 during which he stated that the Grand Chamber will be making a decision in the case at the start of 2011. The Court was not even willing to tell the Applicant whether this piece of news spread by the media is or is not founded on the truth. The Applicant is convinced that it is entirely inappropriate for him to find out through the media the next steps the Court will be taking.

Summary:

Both the Applicant as well as the Intervening Party are of course aware that the Court is primarily governed by its own case law, which it uses to elaborate on the \convention, interprets it and helps to shape it further. Nevertheless, neither the Applicant nor the Intervening Party is able to dismiss the feeling that specifically on the basis of these aspects, which appear to be only technical details; the Applicant is being placed in a significantly more unfavourable position than is the Government with regard to the Court's administrative proceedings and approach.

The Applicant feels that the manner in which the Court is communicating with the Applicant is not equal as compared to the Court's communications with the opposing side.

II. General Opinion on the Nature of the Court's Questions

The written communication the Court sent to the Applicant does not take on the nature of questions; it comes across more as the assignment of the responsibility to inform the Court about various technical and legal facts. The Court is requesting the Applicant to provide a wide variety of materials, evidence and documents.

The following four facts are the most noteworthy about these requirements of the Court:

2. 1. Overall it can be said that the fact that it is specifically Jan Vomočil's case that is being addressed has evidently influenced the nature of the questions. The majority of the questions are fully specific for this case in which the Applicant – the owner of a building that contains regulated-rent flats – obtained the building not on the basis of restitution rights but as the result of a purchase. The Intervening Party has however repeatedly brought to the Court's attention the fact that J. Vomočil's case is not typical for evaluating the issues of regulated rent and is thus much less appropriate as a pilot case, the first time being in its statement of 30 April 2008, in which the Intervening Party commented on the Government's opinion. The

decision that is passed down in this case can therefore be considered to be for a pilot case only to a limited extent. The Court never reacted in any way to this information. At this time, based on the nature of the questions, the situation appears to be such that the non-typical way the real estate was acquired by J. Vomočil might influence even those cases that are entirely different in this aspect. The case of Applicant Vomočil also differs from the cases of other applicants as there are non-residential premises located on the ground floor of his building and these premises are rented out at non-regulated rates. In the vast majority of the houses owned by the individual applicants, there have never been any such non-residential premises. This raises the question as to how much this anomaly, occurring specifically with a pilot case, might influence the decision making in the cases of other applicants.

2.2. Another fact is that the Court already has a number of the requested documents in the file. This involves not only documents that were submitted by the Applicant, but some of the documents were even filed by the opposing party! Given this situation, the question arises as to the level to which the Court is even familiar with the contents of the file and on what specific basis has it made its request. It is possible to evaluate the documents requested by the Court from two perspectives:

The first perspective is that the Court intends to take into account the income received from non-regulated rent when determining the admissibility or inadmissibility of an application. The Applicant rejects this approach on the basis of its very principle. The Court could legitimately be interested in the amount of income received from non-regulated rental amounts only in the event that the rent amounts were set on the basis of a state decision, i.e. as a sort of compensation for other damages suffered. This is however not the case. The income from non-regulated rent is strictly and only the result of the fact that the state did not intervene in the process of setting the rent amount in these cases.

The other possibility is that, by comparing the amounts of regulated and non-regulated rent, the Court is attempting to determine the scope of the damages suffered as a result of regulated rent. From this perspective, the Court does indeed have a legitimate interest. However, the Applicant has fundamental doubts as to whether the actual amount of damages can be determined using this approach. In the event that the Court is requesting the specified documents for this reason, the Applicant is offering the Court materials that are much more conclusive: specifically the court expert appraisals in which the standard rent amounts for the flats such as those located in the Applicant's building are calculated. By comparing the rent prices in this expert appraisal with the regulated rent amounts, the Court will obtain absolutely precise evidence of the amount of damages suffered by the Applicant.

2.3. The third and most serious doubt about the nature of the information being requested is the fact that in none of the cases associated with regulated rent that the Court has decided in its entire history has the Court requested the type of information it is now requesting from the Applicant. At the same time, the Court is bound by its own case law and a different assessment of the case can occur only if the circumstances of the case are such that the existing case law cannot be fully applied. As far as the Applicant's case is concerned however, the Applicant is of the opinion that the case of *Hutten-Czapská v. Poland* is entirely applicable to his case as well as the cases of *Ghigo v. Malta*, *Edwards v. Malta*, and *Saliba v. Malta*. These are the last four cases in which the Court made a decision in the matter of regulated rent. There is absolutely no reason why the Court should set out on a path different than that in the above-specified cases. There is also no reason why the Court is asking to receive materials that it never needed for its decisions before.

In the case of *Ghigo v. Malta*, in Point 48 of its decision, the Court specifically stated:

“148. As the Court has stated on a number of occasions, Article 1 of Protocol No. 1 comprises three distinct rules: the first rule, set out in the first sentence of the first paragraph, is of a general nature and enunciates the principle of the peaceful enjoyment of property; the second rule, contained in the second sentence of the first paragraph, covers deprivation of possessions and subjects it to certain conditions; the third rule, stated in the second paragraph, recognises that the Contracting States are entitled, inter alia, to control the use of property in accordance with the general interest. The three rules are not, however, distinct in the sense of being unconnected. The second and third rules are concerned with particular instances of interference with the right to peaceful enjoyment of property and should therefore be construed in the light of the general principle enunciated in the first rule (see, among other authorities, James and Others v. the United Kingdom, judgment of 21 February 1986, Series A no. 98, pp. 29-30, § 37, Beyeler v. Italy [GC], no. 33202/96, § 98, ECHR 2000-I, and Saliba v. Malta, no. 4251/02, § 31, 8 November 2005.”

In none of the cases named by the Court itself, nor in any other cases, did the Court address the amount of investments and in particular did not address the situations that existed in the other parts of the real estate that were not affected by rent regulation and were therefore not included in the subject of the complaint. At first glance, in both the case of Ghigo v. Malta as well as in the case of Edwards v. Malta it might seem that this lack of interest on the part of the Court with regard to the status of other property is logical: in both of the properties involved there was only one residential unit and it was the subject of regulated rent. However, in the case of Hutten-Czapská v. Poland, the building contained three residential units that became subject to regulated rent at different times and on the basis of different administrative acts and thus subsequently different methods were applied in order to rid them of the regulated rent. In that case – analogical to the information currently being requested by the Court – an investigation into those circumstances would have been completely logical. However in the Hutten-Czapská case the Court did not deem it necessary to address this type of information as it was of no legal consequence for it.

2.4. The fourth noteworthy aspect is the almost complete concurrence between the Court's requirements and the requirements that the Ministry of Finance of the Czech Republic originally placed on the owners of buildings with regulated rent flats. The Ministry of Finance informed certain building owners that one of the conditions that would even make it possible to discuss any settlement for rent regulation is the completion of a very detailed questionnaire and the submission of a number of documents. Just in passing, it is necessary to state that these documents – in particular rent agreements – contain sensitive third-party data and the provision of this data to a third party, even if it is a state authority, is truly disputable from the perspective of the legislation on the protection of personal data. The Applicant brought the Court's attention to these issues in detail in his opinion on the Government's responses, which was sent to the Court on 29 September 2009.

Another noteworthy fact is that in several of the cases when the building owners did fully comply with the requirements set forth by the Ministry of Finance of the Czech Republic, this compliance did not have the slightest impact on the positive evaluation of their applications – they were never accepted. This fact was also mentioned in the Applicant's opinion of 29 September 2009.

The Applicant already addressed the issue of whether the request for the materials, a portion of which are now being asked for by the Court, is justified, in his last communication to the Court. A year ago, in the summer of 2009, the Court turned to the Applicant and to the Government with a number of supplementary questions. In his opinion dated 29 September

2009, the Applicant commented on the manner in which the Government responded to the Court's questions. In his opinion (on page 16 of the Czech version or page 20 of the English version), the Applicant provided his detailed opinion on the individual questions, which the Government wanted the building owners to answer through the Ministry of Finance. Now the Court has come up with practically the same set of questions. For this reason, the Applicant is now questioning whether the Court even addressed his opinion, if the Court read it and took into consideration the Applicant's explanation that these questions are irrelevant.

In order to compare the questions that the Ministry of Finance wanted the Applicants and the other owners of building with regulated rent flats to answer with the questions to which the Court is now requesting a response, the questions of a comparable nature are organised in the following table:

Identical Request	Evaluation of the justification of the request	Ministry of Finance	Court
NO	---	The building is located in a historical landmark zone	----
YES	Partially – only the submission of proof of ownership in order to establish the legitimacy of the claim	The manner in which the building was acquired	----
YES	Partially	The submission of the documents on the basis of which the property was acquired – purchase agreement, court ruling, agreement to relinquish item	Based on the requirement to prove the active legitimacy of the claim
NO	----	Enquiry as to any debts bound to the property at the time its ownership was transferred to the state	----
NO	----	The type of building, construction characteristics, number of storeys, total building size in cubic metres	----
IDENTICAL YES	Partially, only the section associated with regulated rental amounts	The documents associated with the individual flats, primarily the rental agreements	The submission of all rental agreements together with all addenda thereto
NO		Requirements to identify the associated land lots	----
YES	No	The names and surnames of the lessees	Has not been clearly formulated by the Court
YES	Yes	The date on which the right to use the flat was acquired	Refer to the requirement for submitting all rental agreements
YES	Yes	The applicable area (size) of the flat	Refer to the requirement for submitting all rental agreements
NO	----	The family relationship of individual co-owners	----
NO	----	The lessee's social position	----
YES	Yes	The rental amount	YES
YES	No	Expenses for the maintenance of the building/flat	Submit all of the relevant documents associated with the economic operations of the applicable rental buildings for the entire period of time they have been owned by the Applicant (i.e. expenses associated
YES	No	Submit all of the invoices associated with the maintenance of the building/flat	

			with the maintenance of the building and the individual units, reconstruction costs, modernisation costs, and the expenses for repairs)
NO	----	The amount of the costs for the services associated with the use of the flat	----
YES	No	Insurance policies for the building	Logically this should be included in the requirements for the “economical operation of the building”
NO	----	Whether a request has been submitted for state aid	----
NO	----	It cannot be determined if this requirement was also included in the Ministry of Finance questionnaire – it has not been specifically named	Specify if the building also includes non-residential premises rented out for commercial purposes, including all details – rental dates and rental amounts

Based on this overview, it is obvious that ten of the questions asked by the Court and the Ministry of Finance are the same. In addition, the Ministry of Finance requested replies to an additional nine questions, which the Court does not require. It must be said that since all of the nine additional questions placed by the Ministry of Finance are irrelevant from the perspective of evaluating the justification or illegality of regulated rent, the Court must be thanked for not requiring that they be answered.

The overview also indicates that of the questions posed by both the Court and the Ministry of Finance, the Applicant considers six to have been asked in an entirely unjustified manner, three to be partially justified and three to be completely justified. As far as the six questions asked in an unauthorised manner are concerned, the Applicant already expressed his opinion on them a year ago in his commentary on the Government's opinion. Nevertheless, the Court is now raising these questions again in spite of the fact the Court is very well acquainted with Applicant's position, including the legal arguments that refer directly to the Court's own case law.

III. General Opinion on the Individual Questions

3.1. With regard to the Court's request to submit all of the rental agreements and addenda for all of the flats located in the applicable buildings as of the date ownership was acquired:

The Applicant already expressed his opinion on this particular request in his commentary to the Government's replies from 29 September 2009 (hereinafter “Commentary from 2009”). The Applicant's opinion can be found on Page 20 of the English translation of the “Commentary from 2009” (page 16 in the Czech version). The Applicant is presenting the same reply to the court at this time and considers it to still be fully relevant. The opinion as previously presented reads as follows:

The Government or more specifically the Ministry of Finance ... “requests documents for individual flats, namely rental agreements. In the vast majority of cases, the tenants were not able to provide the original rental agreements. Often they have only the so-called “decrees”. Owners of building with regulated-rent tenants – in spite of the fact that

they have the obligation to enter into a written rental agreement¹ – refuse to enter into such an agreement, as they do not want this document to be used as proof that they are concluding the agreement voluntarily. They are in a trap. Either they issue a rental agreement, thus confirming that they are “voluntarily” accepting a regulated-rent tenant, or they do not issue a rental agreement and thus lose the right to file a claim for compensation for damages.”

This once again shows that J. Vomočil’s case is not an appropriate pilot case, as his approach has been much different from that other building owners used – or were able to use. The fact that the Court insists on the submission of the rental agreements unfortunately indicates that it is not sufficiently familiar with the situation that has come to exist. The issue of the rental agreements is actually even more complex than the Applicant stated in his original opinion. It did not sufficiently take into account the provisions of Section 871 of the Civil Code, which state:

(1) The personal right to use a flat and the right to use other rooms suitable for habitation as well as non-residential areas, which were acquired in accordance with previous regulations and that still exist at the time this Act enters into force and are converted as of the day this Act comes into force into a rental relationship. The common use of a flat and the common use of a flat by a marital couple are converted to a joint tenancy.

The specified provisions of Section 871 of the Civil Code are one of the transitional provisions accompanying the changes to the Civil Code that entered into force on the basis of Amendment No. 509/1991 Coll., which entered into effect as of 1 January 1991. It is therefore obvious that, in principle, the rental of a flat can originate in two ways. Firstly, on the basis of a rental agreement, and secondly, on the basis of a conversion as defined by the law from the “right to use a flat” to a “flat rental”. This is a theoretical legal question, which not even the case law of the general Czech courts has been able to clarify thus far, specifically whether the requirement to enter into a written rental agreement exists even in those cases when the rental relationship is forced. Whatever the case might be, these legislative ambiguities are a source of great conflict between building owners and their tenants. This applies in full to the Applicant and his relationship with his tenants.

3.2. With regard to the Court’s request to specify the exact number of flats in the Applicant’s buildings that are subject to rent regulation as well as those that are not subject to these regulations:

The subject of the complaints filed by the Applicant and other applicants consists of the illegality of regulated rent, not the illegality of all rental relationships. The specification of the flats that fall under rent regulation is obvious and justified. It is actually one of the obligations that must be met in order to prove the active legitimacy of the claim. What is unacceptable however is the request to publish the number of flats that are not subject to rent regulation. Neither the Applicant nor any of the other applicants have claimed a breach of their rights with regard to this area and it is therefore entirely incomprehensible to them as to why the Court is requesting this information. The Court could use the same logic to request information on income from other business activities of the building owners and possibly – taking into account the institution of joint marital assets – a list of the assets or business activities of a building owner's spouse. By making this request, the Court is causing the Applicant to think that the Court intends to “balance” the losses from regulated rent with the

¹ Refer to the provisions of Section 686 of the Civil Code.

income received from non-regulated rent. Is the Applicant truly to understand that the Court intends to rectify the illegality of one status through compliance with the law in another area? Both the Applicant as well as the Intervening Party reject this type of approach.

3.3. With regard to the Court's request to specify the categories of the flats and the areas that form the basis for calculating the rent:

The Applicant considers this request to be justified in principle, however would once again like to bring attention to the fact that he has already replied to this question from the perspective of theory in the "Commentary from 2009", specifically in Section D on page 20 of the English translation (page 17 of the Czech version).

At this point, the Applicant considers it important to specify the following:

3.3.1. With regard to the issues associated with the category of flats: the legal concept of "flat category" was repealed at the time the Ministry of Finance Decree 176/1993 Coll. was repealed in 2001. Act No. 107/2006 Coll. refers to flats "of decreased quality".

3.3.2. From the perspective of calculating rental amounts, the measured flat areas is also partially disputable, as up to the effectiveness of the Ministry of Finance Decree 176/19936 Coll., certain areas of flats, namely the WC, bathroom, balcony and cellar space were included at one-half of their actual area. Since Act No. 107/2006 Coll. entered into force, only cellars (which are not separate rooms), balconies, verandas and terraces are included at one-half of their actual area.

In addition to the above, the Applicant would also like to bring attention to the fact that, with regard to these legislative provisions, the specification of flat categories and flat areas could appear to be quite unclear or might even make it seem that the areas of the flats are changing, although this is the result solely of legal definitions and not any physical changes to the flat. In his overviews, the Applicant does not address "included area" or "living area", as there would be a loss of clarity in the details. At this point, the Applicant is only generally stating that the fact that certain areas of the flats were included at only one-half of their actual size means that, in reality, the difference between the income from regulated rent and the standard local rental amount would be even greater than that expressed in the tables. The legal provisions taking into account only the partial inclusion of certain flat areas did not play a role at the time the standard local rental amounts were defined. Those tenants who have rental agreements for the standard local rental amounts are interested only in the amount of the rent they pay, the condition of the flat and possibly its layout and actual size. They are not interested in whether a certain area of the flat is included at only a portion of its actual size.

3.4. With regard to the Court's request to specify if the building also includes non-residential premises rented out for commercial purposes, including all details (rental dates, rental amounts, etc.):

At this point the Applicant states outright that he refuses to provide the Court with this information, as, from the perspective of the Court's own case law, it is entirely irrelevant for the Court's decision. The Intervening Party fully concurs with this legal opinion. At this point, the Applicant's arguments are the same as for the previous requirement of the Court specified under Point 3.2 above, where the Court requested a list of the flats that are not subject to illegal rent regulation.

3.5. With regard to the Court's request to prepare and submit all of the relevant documentation from all the court disputes associated with the modification or increase of rental amounts for the flats located in the Applicant's applicable buildings:

This is a repeated request made to the Applicant by the Court in spite of the fact that the Applicant has, both in his own responses as well as in the "Commentary from 2009", analysed in detail the manner in which modifications and increases to rental amounts are handled within the court disputes. The Applicant specifically provided this information on pages 17-19 of the English version of the "Commentary from 2009" (pages 14-16 of the Czech version).

At this point, the Applicant and the Intervening Party would like to bring to the Court's attention the fact that, as of 1 September 2010, the Constitutional Court of the Czech Republic has passed down a decision in 44 (in words: forty-four) cases where it states that the general courts are not protecting the constitutionally guaranteed rights of real estate owners. The Constitutional Court is repeatedly overturning the decisions made by the general courts, including the Supreme Court, with the reasoning that the general courts are refusing to provide the protection that is guaranteed by the Constitution to those owners who have regulated-rent tenants in their buildings. The Constitutional Court has also repeatedly brought attention to the fact that the manner in which rent regulation is applied in the Czech Republic is unconstitutional and in conflict with the Convention for the Protection of Human Rights and Fundamental Freedoms. The Constitutional Court has even unambiguously specified the party responsible for this situation, when in its opinions it has repeatedly stated that the unconstitutional situation is the result of the inactivity of the legislative powers. In spite of these fundamental legal arguments, rent regulation has thus far not been terminated. It is apparent that if the Applicant or any other owner of a building containing regulated-rent flats was involved in any sort of court case it would only have a negative impact, as he would not attain any sort of rent increase and would only be assigned the obligation to pay the counterparties' expenses in addition to his own expenses associated with lodging the claims and the court proceedings.

Both the Applicant as well as the Intervening Party have repeatedly pointed out the fact that NO EFFECTIVE RESOURCES EXIST for receiving justice within the domestic judicial system. The Applicant has already provided his opinion on this issue in the "Commentary from 2009", specifically in Point 18 on page 10 of the English version (page 8 of the Czech version). The question therefore remains as to why the Court is repeatedly requesting specific judgements and specific information associated with the Applicant's proceedings, when the Court has already repeatedly been provided with proof of the fact that any proceedings held before the Czech courts are ineffective.

3.6. With regard to the request to submit all of the relevant documents associated with the economic operations of the applicable rental buildings for the entire period of time they have been owned by the Applicant (i.e. expenses associated with the maintenance of the building and the individual units, reconstruction costs, modernisation costs, and the expenses for repairs):

This request made by the Court is almost identical with the request made by the Ministry of Finance in its questionnaire. As far as this specific issue is concerned, the Applicant provided his detailed opinion in the "Commentary from 2009". However, as is apparent, the Court did not take the Applicant's opinion into account. The Court apparently did not consider the Applicant's legal opinion, in spite of the fact that this legal opinion was explicitly formulated

on pages 21-22 of the English version (pages 17-18 of the Czech version). For this reason, the Applicant is repeating his opinion on the request pertaining to the economical operations of the buildings:

"... requests information on the expenses outlaid by the applicant for the maintenance of the flat/building. This information is entirely irrelevant. If investment resources from a source other than the flat/building are used for the flat/building, this is solely the matter of the owner who provided the extra funds for the flat/building. Otherwise it is obvious that the amount of investments cannot exceed earnings. In addition, even if an owner installed marble tiles and taps made of gold, the rental amount cannot be increased. The enquiry also avoids one very essential question, specifically the internal negligence of the housing fund. If a building owner (owner of a regulated-rent flat) does not invest any resources in the flat, it is obvious that the level of "internal indebtedness" will increase – i.e., the level to which repairs and maintenance of the flats and building are neglected. These are all expenses that will have to be paid by the owner at some time. At the time that an owner of a building containing regulated-rent flats requested compensation from the Ministry of Finance, there was no other way to quantify this neglect other than through an expert appraisal. If we once again take into account the number of flats about which the Ministry of Finance would have to make a decision using this method, then it is a task that is impossible to perform from the perspective of time. The Ministry of Finance simply does not have the capacity to issue decisions in approximately 750,000 cases, which is the number of flats that are subject to regulated rent in the Czech Republic. In addition, there are not enough court experts for preparing appraisals of real estate and construction tasks who could handle this type of volume. It is apparent that the government is once again arguing the existence of a procedure that might eventually work – although all of the mentioned difficulties must be taken into account – in several dozens, or maximally hundreds, of cases. It is however entirely disproportional to consider this type of solution method to be a systemic solution..."

The requirement to submit proof of the expenses associated with the maintenance of the flat/building is also entirely irrelevant."

As a source of further information associated with the issue of the internal negligence of the housing fund, the Applicant refers to the information obtained from the Bohemian and Moravian Association of Housing Cooperatives². In its declaration from 2009, this association specified that the average internal neglected condition of their housing fund, i.e. the cooperative's housing fund, is an average of CZK 300,000 (EUR 12,000) per flat. In addition, the Association of Housing Cooperatives stated that their estimate with regard to the internal negligence of the housing fund in the case of the flats administered up to 1990 by the state is significantly higher.

In relation to the information specified above, the Applicant already stated in his previous opinion that he refuses to provide the Court with the requested information for two reasons.

The first reason is of a systemic nature, as the question raised by the Court is entirely irrelevant for the legal evaluation of the case.

² Refer to: <http://www.scmdbd.cz/o-spolecnosti>.

The second reason is that even if the Applicant wanted to, then it could not accommodate the Court, as the Applicant does not have this sort of information available! There is no Czech legislation that assigns the Applicant the obligation to maintain separate accounting records for individual flats. Quite to the contrary, based on other opinions published by the Ministry of Finance, such as the one on calculating electricity and other regulated prices, it is obvious that this sort of "cross-financing", i.e. the use of the profits from one product (in this case non-regulated rent) to subsidise the losses from another product (in this case regulated rent) is not permissible. Even in an effort to reply to the Court's question to the best of his ability, the Applicant would encounter methodologically irresolvable issues, such as how to distribute the expenses for the maintenance and repair of communal areas, overall building security, roof maintenance, communal stairs, heating systems, etc. According to the area of floor space? Floor space including the communal areas or only the flats and non-residential premises? The area of the floor space, including communal areas, is not even specified in the new building documentation for buildings constructed prior to World War II (which are estimated to make up about 95% of the buildings owned by the existing applicants, including Applicant Vomočil). Likewise the area of individual flats is also not specified in the building documentation. By providing a response to this particular question, the Applicant would have to resort to estimates and speculations, which would be entirely lacking provability. The more the Applicant would try to accommodate the Court in his responses, quite paradoxically; his conclusions would be that much less supportable.

Yet another perspective as to why the Applicant refuses to accommodate the Court with regard to this point is that he might find himself in an entirely indefensible position, when he would have to prove the level to which he performed reconstruction and whether he proceeded with financial prudence when repairing his property (e.g. whether he could have used less expensive materials or if he proceeded with due care when selecting the contractor for individual reconstruction tasks). It is obvious that a question formulated in this way cannot be quantifiably answered and for this reason the Applicant rejects it.

IV. With Regard to the General Information on the Applicant's Building

As far as the ownership of the real estate is concerned, i.e. proving the active legitimacy of the claim, the Applicant would like to bring attention to the fact that even the counterparty, i.e. the Czech Republic, has already provided the Court with this information. In its statement of 31 December 2007, the Government included amongst its attachments the precise documentation on the ownership changes associated with the building and included the following documents with its opinion:

- 1) The Agreement on the Surrender of Property concluded between the Housing Management Office for Brno V and the authorized parties of Dr. Partnerová, P. Robiček and M. Robiček, dated 4 October 1991;
- 2) The Purchase Agreement on the basis of which TOBRO s.r.o. purchased the property from the above-specified persons, dated 9 December 1992;
- 3) The Purchase Agreement on the basis of which PRAGOIMEX. Purchased the property from the above-specified company, dated 20 October 1994;
- 4) The Purchase Agreement with Jan Vomočil as the purchaser. From this agreement it is apparent that the agreement was concluded on 15 December 1995 with the registration in the Land Register becoming legally enforceable on 7 February 1996; and

5) The Notarial Deed transferring the building as a deposit to the registered capital of JOHNY s.r.o., dated 28 January 2004, whereby the legal effects of this transfer entered into force on 5 May 2004.

The Applicant is surprised as to why the Court is requesting him to provide documents that are already contained in the case file. In order to ensure legal certainty, the Applicant is again attaching a photocopy of the Purchase Agreement on the basis of which he purchased the building located at **Malátova 309, Brno 12, Postcode: 612 00** from PRAGOIMEX a.s. and the Notarial Deed on the deposit of the real estate in question to the registered capital of JOHNY s.r.o. The time period between the dates on which these two transactions were recorded in the Land Register is the period of time during which the Applicant owned the property.

THE DECISIVE PERIOD IS FROM 7 FEBRUARY 1996 TO 5 MAY 2004

V. Submission of Specific Materials in Response to the Court's Individual Requests

5.1. With regard to the Court's request to submit all of the rental agreements and addenda for all of the flats located in the applicable buildings as of the date ownership was acquired:

The Applicant considers it necessary to first share some information of a general nature: As of the date the amendment to the Civil Code entered into force (No. 276/1994 Coll.), the provisions of Section 686 (1) of the Civil Code apply, which state:

"A rental agreement must include the designation of the flat, the furnishings and accessories, the scope of use and either the method in which the rental amount and the payments for the performance associated with use of the flat are calculated or the specific amounts. A rental agreement must be executed in writing."

In the sense of the doubts specified above and referring to the provisions of Section 871 of the Civil Code, the Applicant presents to the Court his legal opinion that the owner had an obligation to offer his tenants a rental agreement. The Applicant J. Vomočil also chose to take this approach. Nevertheless it is not only the owners who refuse to be bound by a written agreement, but the tenants as well. In the Applicant's case, there were two cases in which the tenants in his building refused to sign a rental agreement stating they had a "decree" from the time the building was owned by the state and that they have no desire to enter into a new rental agreement. To bring this situation into a legally transparent status would mean taking the tenant to court with regard to entering into a rental agreement with regulated rent... This is a procedure that is too illogical for a building owner to undertake.

In the case of Applicant J. Vomočil, there were two parties who refused to sign a new rental agreement. Specifically these consisted of V. Chalupova and the Schimmers, according to whom, on the basis of their own declaration, the rent was transferred to them by their

deceased grandmother. They also referred to the “decree” held by their deceased grandmother and refused to sign the rental agreement, in spite of the fact that the agreement complied with all the legal provisions, was for an indefinite period of time and was for a regulated rental amount.

Based on the information provided above, it is apparent that there was – and continues to be – uncertainty on both sides with regard to regulated rent which borders almost on a pathological lack of trust. Any co-operation between the owner and a tenant was factually and legislatively destroyed by the artificially entrenched contradictory nature of their positions. This was and continues to be artificially maintained as a result of the political unwillingness to resolve a legally unsustainable situation. According to the Applicant, there is no doubt that the issue of rental housing is a shared responsibility between the building owner and the tenant – and in the case of a socially needy tenant, the state as well. The fact that relationships are unclear together with the fact that regulated rent has been declared unconstitutional have however led to a situation in which the resulting relations between building owners and tenants have undermined the requirement for the legal certainty of contractual relations for both parties.

The Applicant is submitting the documents for the individual flats that were subject to regulated rent during the decisive period as follows:

Flat No. 1

1. Rental Agreement with Roman Kejík, dated 1 January 1996
2. Addendum No. 1 to the Rental Agreement, dated 26 June 1996
3. Addendum No. 2 to the Rental Agreement, dated 16 June 97
4. Rental Agreement with Jitka Řiháčková, dated 1 December 1997
5. Evidentiary record for Jitka Řiháčková, dated 1 December 1997
6. Addendum No. 1 to the Rental Agreement, dated 1 December 1997
7. Addendum No. 3 to the Rental Agreement, dated 16 June 1998
8. Addendum No. 4 to the Rental Agreement, dated 16 June 1999
9. Addendum No. 5 to the Rental Agreement, dated 16 June 2000
10. Addendum No. 6 to the Rental Agreement, dated 6 June 2001
11. Rental Agreement with Radek Zabloudil, dated 01 January 2002

Flat No. 2

1. Rental Agreement with Jan Smolka, dated 1 January 1996
2. Evidentiary record of rental amounts, dated 1 January 1996
3. Addendum No. 1 to the Rental Agreement, dated 26 June 1996
4. Addendum No. 2 to the Rental Agreement, dated 16 June 1997
5. Addendum No. 3 to the Rental Agreement, dated 16 June 1998
6. Addendum No. 5 to the Rental Agreement, dated 16 June 2000
7. Evidentiary record for the flat
8. Agreement on terminating the rental agreement on the basis of a consensus, dated 2 February 2009

Flat No. 3

1. Rental Agreement with Jan Kratochvíl, dated 1 January 1996
2. Evidentiary record for the flat, dated 1 January 1996
3. Addendum No. 1 to the Rental Agreement, dated 26 June 1996
4. Addendum No. 2 to the Rental Agreement, dated 16 June 1997

5. Addendum No. 3 to the Rental Agreement, dated 16 June 1998
6. Addendum No. 4 to the Rental Agreement, dated 16 June 1999
7. Addendum No. 5 to the Rental Agreement, dated 16 June 2000
8. Addendum No. 6 to the Rental Agreement, dated 6 June 2001
9. Evidentiary record for the flat valid to 1 July 2002
10. Addendum to the Rental Agreement and inventory of the flat furnishings

Flat No. 4

1. Rental Agreement with Vlasta Hrbáčová, dated 1 January 1996
2. Evidentiary record for the flat, dated 1 January 1996
3. Addendum No. 1 to the Rental Agreement, dated 26 June 1996
4. Addendum No. 2 to the Rental Agreement, dated 16 June 1997
5. Addendum No. 3 to the Rental Agreement, dated 16 June 1998
6. Addendum No. 5 to the Rental Agreement, dated 16 June 2000
7. Evidentiary record for the flat valid to 1 July 2002
8. Addendum to the Rental Agreement and inventory of the flat furnishings

Flat No. 5

1. Rental Agreement with Adolf Váša, dated 1 January 1996
2. Evidentiary record for the flat, dated 1 January 1996
3. Addendum No. 1 to the Rental Agreement, dated 26 June 1996
4. Addendum No. 2 to the Rental Agreement, dated 16 June 1997
5. Addendum No. 3 to the Rental Agreement, dated 16 June 1998
6. Addendum No. 6 to the Rental Agreement, dated 6 June 2001
7. Letter of rent increases dated 10 January 2002
8. Rental Agreement with Son Thanh Nguyen, dated 1 May 2000
9. Evidentiary record for the flat, dated 1 May 2000
10. Consent of the owner of the house located at Lidická 8

Flat No. 6

1. Rental Agreement with Antonie Dufková, dated 1 January 1996
2. Evidentiary record for the flat, dated 1 January 1996
3. Addendum No. 1 to the Rental Agreement, dated 26 June 1996
4. Addendum No. 2 to the Rental Agreement, dated 16 June 1997
5. Addendum No. 5 to the Rental Agreement, dated 28 August 2000
6. Rental Agreement with Michal Schimmer, dated 1 April 2003
7. Evidentiary record for the flat, dated 1 January 2003
8. Addendum No. 3 to the Rental Agreement, dated 16 June 1998
9. List of flat occupants, dated 21 May 2001
10. Addendum No. 6 to the Rental Agreement, dated 06 June 2001
11. Letter regarding invalid evidentiary record for the flat, dated 18 June 2002

Flat No. 7

1. Rental Agreement with Olga Svobodová-Chlubnová, dated 1 January 1996
2. Evidentiary record for the flat, dated 1 January 1996
3. Addendum No. 1 to the Rental Agreement, dated 26 June 1996
4. Addendum No. 2 to the Rental Agreement, dated 16 June 1997
5. Addendum No. 3 to the Rental Agreement, dated 16 June 1998
6. Addendum No. 5 to the Rental Agreement, dated 16 June 2000
7. Evidentiary record for the flat valid as of 1 July 2002

8. Addendum No. 2, dated 1 November 1997

Flat No. 8

1. Rental Agreement with Otakar Tlustý, dated 1 January 1996
2. Evidentiary record for the flat, dated 1 January 1996
3. Addendum No. 1 to the Rental Agreement, dated 26 June 1996
4. Addendum No. 2 to the Rental Agreement, dated 16 June 1997
5. Addendum No. 3 to the Rental Agreement, dated 16 June 1998
6. Addendum No. 4 to the Rental Agreement, dated 16 June 1999
7. Addendum No. 5 to the Rental Agreement, dated 16 June 2000
8. Addendum No. 6 to the Rental Agreement, dated 6 June 2001
9. Letter of rent increases dated 10 January 2002

Flat No. 9

1. Rental Agreement with Helena Planková, dated 1 January 1996
2. Evidentiary record for the flat, dated 1 January 1996
3. Addendum No. 1 to the Rental Agreement, dated 26 June 1996
4. Addendum No. 3 to the Rental Agreement, dated 16 June 1998
5. Addendum No. 5 to the Rental Agreement, dated 16 June 2000
6. Evidentiary record for the flat valid to 1 July 2002
7. Evidentiary record for the flat valid from 1 January to 31 December 2003
8. Letter: increase in rental amount – addendum to the rental agreement, dated 10 January 2002
9. Letter of rent increases dated 10 January 2002

Flat No. 10

1. Rental Agreement with Vlasta Chalupová, dated 1 January 1996
2. Evidentiary record for the flat, dated 1 January 1996
3. Letter from Vlasta Chalupová, dated 20 February 1996
4. Addendum No. 1 to the Rental Agreement, dated 26 June 1996
5. Addendum No. 3 to the Rental Agreement, dated 16 June 1998
6. Addendum No. 4 to the Rental Agreement, dated 16 June 1999
7. Addendum No. 5 to the Rental Agreement, dated 16 June 2000
8. Evidentiary record for the flat valid to 1 July 2002

Flat No. 11

1. Rental Agreement with Ing. Jaroslav Kunst, dated 1 January 1996
2. Evidentiary record for the flat, dated 1 January 1996
3. Addendum No. 1 to the Rental Agreement, dated 26 June 1996
4. Addendum No. 2 to the Rental Agreement, dated 16 June 1997
5. Addendum No. 3 to the Rental Agreement, dated 16 June 1998
6. Addendum No. 5 to the Rental Agreement, dated 16 June 2000
7. Addendum No. 7 to the Rental Agreement, dated 6 June 2002
8. Letter: withdrawal from the rental agreement, dated 31 July 2009
9. Copy of the cash expense document for moving expenses, dated 21 November 2009

5.2. With regard to the Court's request to specify the exact number of flats situated in the Applicant's building that are subject to regulated rent as well as the specification of those not subject to regulated rent; and with regard to the Court's request to specify the flat categories and the area measurements that are used to calculate the rental amounts:

The Applicant is submitting to the Court an overview of the rental amounts for the individual flats, based on the attached rental agreements and evidentiary records, for the period when he owned the building, i.e.

7. 2. 1996 – 5. 5. 2004

With regard to the general characteristics of the building, the Applicant would like to state: The building is located in the extended Brno city centre in the Královo Pole district. It is built in the classical style used for blocks of flats in the 1930s. The prestigious "Na Slovanském náměstí" Grammar School is located in close proximity to the building. There is a tram stop located five minutes from the building, which provides a connection to the city centre (a 10-15 minute ride). All civic amenities are available in the area. Malátova Street intersects Palackého třída Street, which is the main transport artery and on which the tram tracks are located. The Malátova 2 building is a corner house. The main entrance is off Malátova Street. One side of the building is bordered by Palackého třída Street. This is a building in a prime location with extremely good accessibility. One disadvantage it might have is the noise from street traffic. There is a lift in the building and therefore the storey a flat is located on is not of great importance.

The Court requested the Applicant to also submit a list of the flats and non-residential premises that were not subject to regulated rent. The Applicant refuses to provide this information, in spite of the fact that he is aware of the possibility that the Court wanted to see this information in order to obtain relevant information on the difference between regulated rent amounts and the standard local rental amounts. For the purpose of enabling the Applicant to provide the Court with a means of measuring this difference – and the resulting damages – the Intervening Party ordered an expert appraisal from Ing. Zdeňek Vích., CSc., a court expert. Within this appraisal, the expert established the amount of the standard local rental amounts for a standard flat located at Malátova 2 in Brno. This expert appraisal is included as an attachment to this statement. In order to simplify the Court's task, the information from the expert appraisal was placed into the concise tables that are provided below and which depict the regulated rent amounts during the individual periods. For the sake of greater clarity, the Applicant recalculated the rental amounts specified in Czech crowns to also report them in Euros. He did so with the awareness that in the years immediately associated with the Applicant's purchase of the house the euro did not yet exist as a currency. The exchange rate that was selected is CZK 25 to EUR 1, which is the best average of the actual exchange rate of the euro to the Czech crown for the entire period of time that the euro as existed. The method that was used to calculate the standard local rental amount is as follows: Table 2 on Page 9 of the expert appraisal specifies the development of prices for one square metre of the standard local rental amount in the Applicant's building for each of the individual years. This per square metre price is then multiplied by the number of square metres in the flat floor space. The price in euro was calculated by dividing the standard local price stated in Czech crowns by the selected exchange rate of EUR 1= CZK 25.

The following tables present an overview of the monthly rental amounts for the individual flats:

Flat No. 1; one room plus kitchen; Category I; 38.30 sq. metres – the building manager’s flat located on the third above-ground storey					
	Period	Regulated Rent		Standard Local Rent	
		CZK	EUR	CZK	EUR
As of 1/01/1996	7/2/1996-1/7/1996	261.10	10.444	3,269.70	130,80
Evidentiary record of 26/06/1996	1/7/1996-1/7/1997	356.00	14.60	3,269.70	130,80
Evidentiary record of 16/06/1997	1/7/1997-1/7/1998	576.00	23.04	3,056.70	122.26
Evidentiary record of 16/06/1998	1/7/1998-1/7/1999	750.00	30.00	2,883.60	115.34
Evidentiary record of 16/06/1999	1/7/1999-1/7/2000	835.00	33.40	2,689.40	107.58
Evidentiary record of 16/06/2000	1/7/2000-1/7/2001	370.00	14.80	2,810.50	112.41
Evidentiary record of 6/06/2001	1/7/2001-1/1/2002	500.00	20.00	2,901.60	116.06
Evidentiary record of 1/01/2002	1/1/2002-1/7/2003	2,525.00	101.00	3,219.88	128.80
Evidentiary record of 1/04/2003	1/4/2003-31/12/2003	2,100.00	84.00	3,960.60	158.42
	5/5/2004	2,100.00	84.00	4,060.18	162.40

Flat No. 2; three rooms plus kitchen; Category I; 99.54 sq. metres. located on the third above-ground storey					
	Period	Regulated Rent		Standard Local Rent	
		CZK	EUR	CZK	EUR
As of 1/01/1996	7/2/1996-1/7/1996	726.00	29.04	8,497.70	339.08
Evidentiary record of 26/06/1996	1/7/1996-1/7/1997	968.00	38.72	8,497.70	339.08
Evidentiary record of 16/06/1997	1/7/1997-1/7/1998	1,564.00	62.56	7,994.30	319.77
Evidentiary record of 16/06/1998	1/7/1998-31/12/1998	2,025.00	81.00	7,494.40	299.70
	1999	2,025.00	81.00	6,989.70	279.59
Evidentiary record of 16/06/2000	1/7/2000-31/12/2000	2,360.00	94.40	7,304.24	292.17
	1/1/2001-31/12/2001	2,360.00	94.40	7,554.15	301.65
	1/1/2002-1/7/2002	2,360.00	94.40	8,368.33	334.73
Evidentiary record of 1/07/2002	1/7/2002-31/12/2002	2,730.00	109.20	8,336.33	334.73
	1/1/2003-31/12/2003	2,730.00	109.20	10,293.43	411.7
	1/1/2004-5/5/2004	2,730.00	109.20	10,552.24	422.09

Flat No. 3; three rooms plus kitchen; Category II; 89.11 sq. metres. located on the third above-ground storey					
	Period	Regulated Rent		Standard Local Rent	
		CZK	EUR	CZK	EUR

As of 1/01/1996	7/2/1996-1/7/1996	490.44	19.61	7,607.30	304.29
Evidentiary record of 26/06/1996	1/7/1996-31/12/1996	688.00	27.52	7,607.30	304.29
	1/1/1997-1/7/1997	688.00	27.52	7,111.90	284.47
Evidentiary record of 16/06/1997	1/7/1997-31/12/1997	1,080.00	43.20	7,111.90	284.47
	1/1/1998-1/7/1998	1,080.00	43.20	6,709.10	268.36
Evidentiary record of 16/06/1998	1/7/1998-31/12/1998	1,400.00	56.00	6,709.10	268.36
	1/1/1999-1/7/1999	1,400.00	56.00	6,257.30	250.29
Evidentiary record of 16/06/1999	1/7/1999-31/12/1999	1,560.00	62.40	6,257.30	250.29
	1/1/2000-1/7/2000	1,560.00	62.40	6,538.90	261.55
Evidentiary record of 16/06/2000	1/7/2000-31/12/2000	1,640.00	65.60	6,538.90	261.55
	1/1/2001-1/7/2001	1,640.00	65.60	6,751.00	270.04
Evidentiary record of 6/06/2001	1/7/2001-31/12/2001	1,705.00	68.20	6,751.00	270.04
	1/1/2002-1/7/2002	1,705.00	68.20	7,491.50	299.69
Evidentiary record of 1/07/2002	1/7/2002-31/12/2002	1,875.00	75.00	7,491.50	299.69
	1/1/2003-31/12/2003	1,875.00	75.00	9,214.90	368.59
	1/1/2004-5/5/2004	1,875.00	75.00	9,446.60	377.86

Flat No. 4; three rooms plus kitchen; Category II; 100.51 sq. metres. located on the third above-ground storey					
	Period	Regulated Rent		Standard Local Rent	
		CZK	EUR	CZK	EUR
As of 1/01/1996	7/2/1996-1/7/1996	538.57	21.54	8,580.50	343.22
Evidentiary record of 26/06/1996	1/7/1996-31/12/1996	734.00	29.336	8,580.50	343.22
	1/1/1997-1/7/1997	734.00	29.336	8,021.70	320.87
Evidentiary record of 16/06/1997	1/7/1997-31/12/1997	1,186.00	47.44	8,021.70	320.87
	1/1/1998-1/7/1998	1,186.00	47.44	7,567.40	302.69
Evidentiary record of 16/06/1998	1/7/1998-31/12/1998	1,535.00	61.40	7,567.40	302.69
	1/1/1999-31/12/1999	1,535.00	61.40	7,057.80	282.31
	1/1/2000-1/7/2000	1,535.00	61.40	7,375.40	295.00
Evidentiary record of 16/06/2000	1/7/2000-31/12/2000	1,790.00	71.60	7,375.40	295.00
	1/1/2001-31/12/2001	1,790.00	71.60	7,614.60	304.58
	1/1/2002-1/7/2002	1,790.00	71.60	8,449.90	337.99
Evidentiary record of 1/07/2002	1/7/2002-31/12/2002	2,065.00	82.60	8,449.90	337.99
	1/1/2003-1/4/2003	2,065.00	82.60	10,393.70	415.75
Evidentiary record of 1/04/2003	1/4/2003-31/12/2003	3,790.00	151.60	10,393.70	415.75
	1/1/2004-5/5/2004	3,790.00	151.60	10,655.10	426.20

Flat No. 5; three rooms plus kitchen; Category II; 91.61 sq. metres. located on the fourth above-ground storey					
	Period	Regulated Rent		Standard Local Rent	
		CZK	EUR	CZK	EUR
As of 1/01/1996	7/2/1996-1/7/1996	500.46	20.02	7,820.70	312.83
Evidentiary record of 26/06/1996	1/7/1996-31/12/1996	682.00	27.28	7,820.70	312.83
	1/1/1997-1/7/1997	682.00	27.28	7,311.40	292.46
Evidentiary record of 16/06/1997	1/7/1997-31/12/1997	1,102.00	44.08	7,311.40	292.46
	1/1/1998-31/12/1998	1,102.00	44.08	6,897.30	275.89
	1/1/1999-31/12/1999	1,102.00	44.08	6,432.90	257.31
	1/1/2000-1/5/2000	1,102.00	44.08	6,722.30	268.94
Evidentiary record of 1/05/2000	1/5/2000-31/12/2000	1,595.00	63.80	6,722.30	268.94
	1/1/2001-31/12/2001	1,595.00	63.80	6,940.40	277.61
	1/1/2002-31/12/2002	1,595.00	63.80	7,701.70	308.07
	1/1/2003-31/12/2003	1,595.00	63.80	9,473.40	378.94
	1/1/2004-5/5/2004	1,595.00	63.80	9,711.60	388.46

Flat No. 6; three rooms plus kitchen; Category I; 102.92 sq. metres. located on the fifth above-ground storey					
	Period	Regulated Rent		Standard Local Rent	
		CZK	EUR	CZK	EUR
As of 1/01/1996	7/2/1996-1/7/1996	742.75	29.71	8,786.30	351.45
Evidentiary record of 26/06/1996	1/7/1996-31/12/1996	1,011.00	40.44	8,786.30	351.45
	1/1/1997-1/7/1997	1,011.00	40.44	8,214.00	328.56
Evidentiary record of 16/06/1997	1/7/1997-31/12/1997	1,634.00	56.36	8,214.00	328.56
	1/1/1998-1/7/1998	1,634.00	56.36	7,748.80	309.95
Evidentiary record of 16/06/1998	1/7/1998-31/12/1998	2,115.00	84.60	7,748.80	309.95
	1/1/1999-31/12/1999	2,115.00	84.60	7,227.00	289.08
	1/1/2000-1/7/2000	2,115.00	84.60	7,552.30	302.09
Evidentiary record of 6/06/2000	1/7/2000-1/9/2000	2,470.00	98.80	7,552.30	302.09
Evidentiary record of 28/08/2000	1/9/2000-31/12/2000	2,600.00	104.00	7,552.30	302.09
	1/1/2001-31/12/2001	2,600.00	104.00	7,797.20	311.89
	1/1/2002-31/12/2002	2,600.00	104.00	8,652.50	346.10
	1/1/2003-31/12/2003	2,600.00	104.00	10,643.00	425.72
	1/1/2004-5/5/2004	2,600.00	104.00	10,910.50	436.42

Flat No. 7; one room plus kitchen; Category I; 93.21 sq. metres. located on the fifth above-ground storey					
	Period	CZK	EUR	CZK	EUR
As of 1/01/1996	7/2/1996-1/7/1996	678.71	27.15	7,957.40	318.26
Evidentiary record of 26/06/1996	1/7/1996-31/12/1996	924.00	36.96	7,957.40	318.26
	1/1/1997-1/7/1997	924.00	36.96	7,439.10	297.56
Evidentiary record of 16/06/1997	1/7/1997-31/12/1997	1,493.00	59.72	7,439.10	297.56
	1/1/1998-1/7/1998	1,493.00	59.72	7,017.80	280.71
Evidentiary record of 16/06/1998	1/7/1998-31/12/1998	1,935.00	77.40	6,545.20	261.81
	1/1/1999-31/12/1999	1,935.00	77.40	6,545.20	261.81
	1/1/2000-1/7/2000	1,935.00	77.40	6,545.20	261.81
Evidentiary record of 16/06/2000	1/7/2000-31/12/2000	2,260.00	90.40	6,839.70	273.59
	1/1/2001-31/12/2001	2,260.00	90.40	7,061.60	282.46
	1/1/2002-1/7/2002	2,260.00	90.40	7,836.20	313.45
Evidentiary record of 1/07/2002	1/7/2002-31/12/2002	2,555.00	102.20	7,836.20	313.45
	1/1/2003-31/12/2003	2,555.00	102.20	9,638.80	385.55
	1/1/2004-5/5/2004	2,555.00	102.20	9,881.20	395.25

Flat No. 8; three rooms plus kitchen; Category II; 104.90 sq. metres. located on the sixth above-ground storey					
	Period	Regulated Rent		Standard Local Rent	
	Period	CZK	EUR	CZK	EUR
As of 1/01/1996	7/2/1996-1/7/1996	562.00	22.48	8,955.30	358.21
Evidentiary record of 26/06/1996	1/7/1996-31/12/1996	767.00	30.68	8,955.30	358.21
	1/1/1997- 1/7/1997	1,240.00	49.60	8,372.10	334.88
Evidentiary record of 16/06/1997	1/7/1997-31/12/1997	1,240.00	49.60	8,372.10	334.88
	1/1/1998- 1/7/1998	1,240.00	49.60	8,372.10	334.88
Evidentiary record of 16/06/1998	1/7/1998-31/12/1998	1,600.00	64.00	7,897.90	315.92
	1/1/1999-1/7/1999	1,600.00	64.00	7,366.10	294.64
Evidentiary record of 16/06/1999	1/7/1999-31/12/1999	1,780.00	71.20	7,366.10	294.64
	1/1/2000-1/7/2000	1,780.00	71.20	7,697.60	307.90
Evidentiary record of 16/06/2000	1/7/2000-31/12/2000	1,870.00	74.80	7,697.60	307.90
	1/1/2001-1/7/2001	1,870.00	74.80	7,947.20	317.89
Evidentiary record of 6/06/2001	1/7/2001-31/12/2001	1,945.00	77.80	7,947.20	317.88
	1/1/2002-31/12/2002	1,945.00	77.80	8,818.90	352.76
	1/1/2003-31/12/2003	1,945.00	77.80	10,847.70	433.91
	1/1/2004-5/5/2004	1,945.00	77.80	11,120.40	444.82

Flat No. 9; three rooms plus kitchen; Category II; 93.21 sq. metres. located on the sixth above-ground storey					
	Period	Regulated Rent		Standard Local Rent	
		CZK	EUR	CZK	EUR
As of 1/01/1996	7/2/1996-1/7/1996	509.00	20.36	7,957.34	318.29
Evidentiary record of 26/06/1996	1/7/1996-31/12/1996	695.00	27.80	7,957.34	318.29
	1/1/1997-1/7/1997	695.00	27.80	7,439.09	297.56
Evidentiary record of 16/06/1998	1/7/1997-31/12/1997	1,455.00	58.20	7,439.09	297.56
	1/1/1998-31/12/1998	1,455.00	58.20	7,017.78	280.71
	1/1/1999-31/12/1999	1,455.00	58.20	6,545.21	261.81
	1/1/2000-1/7/2000	1,455.00	58.20	6,839.74	273.59
Evidentiary record of 16/06/2000	1/7/2000-31/12/2000	1,770.00	70.80	6,839.74	273.59
	1/1/2001-21/12/2001	1,770.00	70.80	7,061.59	282.46
	1/1/2002-1/7/2002	1,770.00	70.80	7,836.16	313.45
Evidentiary record of 1/07/2002	1/7/2002-31/12/2002	1,920.00	76.80	7,836.16	313.45
	1/1/2003-31/12/2003	1,920.00	76.80	9,638.84	385.55
	1/1/2004-5/5/2004	1,920.00	76.80	9,881.19	395.25

Flat No. 10; two rooms plus kitchen; Category I; 86.60 sq. metres. located on the seventh above-ground storey					
	Period	Regulated Rent		Standard Local Rent	
		CZK	EUR	CZK	EUR
As of 1/01/1996	7/2/1996-1/7/1996	606.00	24.24	7,393.04	295.72
Evidentiary record of 16/06/1996	1/7/1996-31/12/1996	827.00	33.08	7,393.04	295.72
	1/1/1997-31/12/1997	827.00	33.08	6,911.50	276.46
	1/1/1998-1/7/1998	827.00	33.08	6,520.11	260.80
Evidentiary record of 16/06/1998	1/7/1998-31/12/1998	1,730.00	69.20	6,520.11	260.80
	1/1/1999-1/7/1999	1,730.00	69.20	6,081.05	243.24
Evidentiary record of 16/06/1999	1/7/1999-31/12/1999	1,925.00	77.00	6,081.05	243.24
	1/1/2000-1/7/2000	1,925.00	77.00	6,354.71	254.19
Evidentiary record of 16/06/2000	1/7/2000-31/12/2000	2,020.00	80.80	6,354.71	254.19
	1/1/2001-31/12/2001	2,020.00	80.80	6,560.82	262.43
	1/1/2002-1/7/2002	2,020.00	80.80	7,280.46	291.22
Evidentiary record of 16/06/2002	1/7/2002-31/12/2002	2,375.00	95.00	7,280.46	291.22
	1/1/2003-31/12/2003	2,375.00	95.00	8,955.31	358.21
	1/1/2004-5/5/2004	2,375.00	95.00	9,180.47	367.22

Flat No. 11; four rooms plus kitchen; Category I; 111.51 sq. metres. located on the seventh above-ground storey					
	Period	Regulated Rent		Standard Local Rent	
		CZK	EUR	CZK	EUR
As of 1/01/1996	7/2/1996-1/7/1996	822.00	32.88	9,519.61	380.78
Evidentiary record of 26/06/1996	1/7/1996-31/12/1996	1,120.00	44.80	9,519.61	380.78
	1/1/1997-1/7/1997	1,120.00	44.80	8899.61	355.98
Evidentiary record of 16/06/1997	1/7/1997-31/12/1997	1,810.00	72.40	8899.61	355.98
	1/1/1998-1/7/1998	1,810.00	72.40	8,395.58	335.82
Evidentiary record of 16/06/1998	1/7/1998-31/12/1998	2,345.00	93.80	8,395.58	335.82
	1/1/1999-31/12/1999	2,345.00	93.80	7,830.23	313.21
	1/1/2000-1/7/2000	2,345.00	93.80	8,182.60	327.30
Evidentiary record of 16/06/2000	1/7/2000-31/12/2000	2,740.00	109.60	8,182.60	327.30
	1/1/2001-31/12/2001	2,740.00	109.60	8,447.99	337.92
	1/1/2002-1/7/2002	2,740.00	109.60	9,374.65	374.99
Evidentiary record of 16/06/2002	1/7/2002-31/12/2002	2,965.00	118.60	9,374.65	374.99
	1/1/2003-31/12/2003	2,965.00	118.60	11,531.20	461.25
	1/1/2004-5/5/2004	2,965.00	118.60	11,821.20	472.85

5. 3. With regard to the Court's request to prepare and submit all of the relevant documentation from all the court disputes associated with the modification or increase of rental amounts for the flats located in the Applicant's applicable buildings:

In spite of the fact that the Applicant is convinced that the submission of information on the disputes between the building owner and his tenants cannot have any significant influence on the Court's decision-making process, he is submitting all of the documents he has available. In general, the following can be said about the relevant disputes:

All of the disputes are aimed at increasing rental amounts solely by the amount of inflation. On 31 December 2001, the Constitutional Court Finding of 21 June 2000, which was published as No. 231/2000 Coll., repealed the Ministry of Finance Decree 176/1993, which defined increases in rental amounts. The price calculations subsequently published by the Ministry of Finance as No. 01/2002 and No. 06/2001 were repealed by Constitutional Court Finding Pl. ÚS 8/02. In reality, this not only froze rental amounts, but, due to inflation, they actually decreased. The last time rental amounts increases were performed was in accordance with the repealed decree as of 1 July 2001. Starting in 2002, rental amounts started decreasing due to the influence of inflation.

Since the time the decree was repealed, inflation in the Czech Republic has been as follows:

Year	Inflation Rate	Rental Amount-100%	Decrease in Rent due to Inflation
		CZK 100.00	
2002	1.8%	CZK 98.20	CZK -1.80
2003	0.1%	CZK 98.10	CZK -1.90
2004	2.8%	CZK 95.35	CZK -4.65

Based on the specified inflation rate, it is apparent that rent was devalued by several crowns for each CZK 100 of the regulated rental amount. None of the tenants acceded to an increase in the rental amounts even by the simple inflation rate. Quite to the contrary, they absolutely refused it in a declaration made to the court. Based on the court records, it is apparent that the discussed matters were extraordinarily demanding, in particular with respect to time demands and the documents that the court requested. The general court, specifically the Municipal Court in Brno, completely refused to deal with the fact that rent regulation is illegal and unconstitutional. The Applicant lost some of the court proceedings and from the development of court proceedings it was apparent that though he might succeed before the Constitutional Court, he would not succeed before the general courts, i.e. the appellate courts. Taking into consideration the high expenses for legal representation, the court fees and the loss of time, which would greatly exceed the amount of the disputes, the Applicant decided not to continue with his cases. Certain other disputes ended with the withdrawal of the complaint, specifically in relation to the development of court proceedings with other building tenants.

At this point, the Applicant considers it necessary to state that at the same time that regulated rental amounts started to decrease as a result of being frozen, other prices, which have direct impact on housing expenses, ceased being regulated by the Energy Regulatory Authority (which is a state administration entity). Specifically, there were dramatic increases in the prices of electricity and natural gas. It is also necessary to add that the majority owner in both the gas company as well as in ČEZ (the company involved in the production and distribution of electricity) is the state.

The development of electricity and gas prices during the decisive period was as follows³:

Year	Consumption of nn			Consumption
	Businesses	Households	Total	Total
	2	3	4	5
1992	1.988	0.694	1.151	1.366
1993	2.058	0.823	1.267	1.508
1994	2.114	0.817	1.232	1.483
1995	2.126	0.855	1.255	1.473
1996	2.138	0.925	1.296	1.480
1997	2.172	1.070	1.417	1.540
1998	2.427	1.384	1.714	1.823
1999	2.617	1.798	2.075	2.003

³ Refer to http://www.eru.cz/user_data/files/statistika_elektro/rocn_i_zprava/2009/index.htm.

2000	2.660	2.022	2.232	2.030
2001	2.751	2.340	2.478	2.108
2002	2.825	2.603	2.679	2.332
2003	2.766	2.650	2.689	2.399
2004	2.766	2.617	2.668	2.587
2005	2.940	2.750		
2006	3.321	2.951		
2007	3.628	3.225		
2008	5.347	4.778		

Note:

Starting with 1993, the prices include VAT. As of 1 January 1998 the VAT rate increased from 5% to 22%.

As of 1 May 2004, the VAT rate decreased to 19%.

Starting with 2005, the consumption is specified including the regulatory components of the average price (not including the commodity price).

Source: EGU Brno a.s.

From the information provided above, it is apparent that since 1992, which is the year in which the Convention for Human Rights and Fundamental Freedoms entered into force for the Czech Republic, up to 2008, the price of electricity for households increased by a multiple of four, whereby the prices for households came significantly closer to the prices for businesses.

As far as natural gas is concerned, the overview is a bit more complicated as there was a change made to the way the recalculation of prices is performed during the period in question. Originally, the price was calculated per cubic metre. In 2001, the price of natural gas was calculated in kWh and then, starting in 2002, in MWh.⁴ For the purposes of the recalculation, it applies that 1 cubic metre is equal to approximately 10.5 kWh. As of 1 April 2007, natural gas prices are no longer regulated-only the price for gas distribution is regulated.

The development in natural gas prices was approximately as follows:

Year	Price of gas in CZK per m ³	Price of gas in MWh
1996	3.55	372.8
1997	3.79	397.95
1998	4.80	504.00
1999	4.80	504.00
2000	4.64	487.20
2001		550.00
2002		588.65
2003		505.70
2004		538.55

The Czech Republic did not hesitate to allow the deregulation of those prices associated with housing in those cases where the profits went into the pocket of the High Contracting Party, but at the same time artificially suppressed the prices, i.e. rental amounts, that would have gone as income into private hands. It is therefore possible to say that it was the private owners of rental buildings who, like the Applicant, made it actually possible for the High Contracting Party, i.e. the Czech Republic, to obtain profit from the tenants living in privately owned buildings. This situation is in direct conflict with the primary principle of a legal state-that all parties, including the state itself, should hold an equal position before the law and understandably before the Constitution. However, as a majority owner in both energy companies, through adopting its own laws on the deregulation of natural gas and electricity

⁴ Refer to http://www.eru.cz/user_data/files/plyn/30_ceny_a_tarify/plyn/dom_jmp_04.xls.

prices the Czech Republic attained a position that is disproportionately more advantageous for it whilst artificially and unconstitutionally suppressing the “competitive” expenses associated with housing, specifically rent.

The Applicant is attaching the documents specified below; however he once again takes the liberty of bringing to the Court's attention the fact that the Court already has many of them in its possession and, in some cases, has had them for a number of years! Together with its statement on the application dated 31 December 2007, the Czech Republic included a number of attachments, seventeen of which were specifically related to the disputes between Applicant Vomočil and his tenants from Malátova Street. Specifically these are the attachments identified by the Government as Attachment “A”.

It is therefore obvious that a number of the attachments that are now being sent to the Court will be duplicated in the Court's files. For the sake of clarity, we are summarising the individual disputes according to the name of the tenant as follows:

33 C 231/2004-Ing. Jaroslav Kunst

1. Decision of 22 March 2007
2. Summons to appear before the Municipal Court in Brno on 22 March 2007, dated 28 November 2006
3. Instructions to the participants in the proceedings
4. Letter of apology from Mr. Vomočil explaining his absence from the Czech Republic at the time of the hearing.
5. Record of the continuance of the proceedings ordered by the Municipal Court in Brno.
6. Cancellation of the powers of attorney, dated 9 February 2007.
7. Letter from Mr. Vomočil to the Municipal Court in Brno, dated 4 September 2006
8. Statement made by the petitioner, dated 4 August 2006
9. Supplement to the petition, dated 17 January 2006
10. Copy of the envelopes sent to Mr. Vomočil and delivered from the Municipal Court in Brno

33 C 232/2004-Olga Chlubnová

1. Decision denying the petition, dated 16 May 2004

33 C 233/2004-Jan Kratochvíl

1. Decision discontinuing the proceedings, dated 27 August 2004

33 C 234/2004-Vlasta Hrbáčová

1. Decision of 14 June 2007
2. Summons to appear on 14 June 2007, dated 2 May 2007
3. Summons to appear on 22 March 2007, dated 28 November 2006
4. Instructions to the participants in the proceedings
5. Petition to postpone the date for performing an on-site investigation, dated 30 May 2007
6. Summons to appear on 4 June 2007, dated 2 May 2007
7. Withdrawal of the petition, dated 12 June 2007
8. Letter from Mr. Vomočil to the Municipal Court in Brno, dated 4 September 2006
9. Statement made by the petitioner, dated 1 August 2006
10. Supplement to the petition, dated 17 January 2006

33 C 235/2004-Jan Smolka

1. Decision of 14 June 2007
2. Summons to appear on 14 June 2007, dated 2 May 2007
3. Summons to appear on 4 June 2007, dated 2 May 2006
4. Summons to appear on 22 March 2007, dated 28 November 2006
5. Instructions to the participants in the proceedings
6. Settlement agreement, dated 11 June 2007
7. Letter from Mr. Vomočil to the Municipal Court in Brno, dated 4 September 2006
8. Statement made by the petitioner, dated 4 August 2006
9. Supplement to the petition, dated 17 January 2006
10. Assignment of the obligation to carry out the settlement for the services provided together with the rental of a flat by paying CZK 1,491 and all related amounts, dated 4 October 2004
11. Letter from the Municipal Court in Brno: Jan Smolka c/a Jan Vomočil, on carrying out the settlement of the deposit paid for services, dated 26 August 2004
12. Recompense for unjustified enrichment, dated 21 April 2004

33 C 223/2003

1. Decision of 14 July 2005
2. Official transcript of the hearing of 10 May 2007
3. Request to decide only the issue of increasing the rental amount, dated 3 March 2007
4. Letter from Mr. Vomočil to the Municipal Court in Brno, dated 6 March 2007
5. Letter from Mr. Vomočil to the Municipal Court in Brno, dated 6 March 200
6. Summons to appear on 10 May 2007, dated 5 April 2007
7. Decision of 9 March 2007
8. Decision of 9 March 2007
9. Official transcript of the hearing before the court of first instance, dated 10 May 2007
10. Application to amend the petition, dated 5 February 2007
11. Appeal against the judgement passed down under ref. no. 33 C 223-230/2003, dated 24 August 2005
12. Summons to appear on 8 February 2007, dated 28 November 2006
13. Instructions to the participants in the proceedings
14. Official record of the announcement of the decision, dated 14 July 2005
15. 153) Letter from Mr. Vomočil to the Municipal Court in Brno with regard to the matter 33 C 223/2003 and others, dated 11 April 2005
16. Articles
17. Request for urgent hearing for the petition lodged under file no. 33 C 223-230/2003, dated 10 September 2004
18. Request for urgent hearing of the petition, dated 28 August 2004
19. Letter from Mr. Vomočil to the Municipal Court in Brno with regard to the matter 33 C 223/2003, dated 8 August 2004
20. Application for a preferential hearing of the matter 33 C 223-230/2003, dated 23 March 2004
21. Invoice for installation work, dated 20 February 2004
22. Contract for Work
23. Decision of 20 September 2004
24. Petition to assign the obligation to conclude an addendum to the rental agreement, the third clarification of the petition, dated 4 February 2004
25. Petition to assign the obligation to conclude an addendum to the rental agreement, the second clarification of the petition, dated 4 February 2004

26. Petition to assign the obligation to conclude an addendum to the rental agreement, the clarification of the petition, dated 1 September 2003
27. Petition to assign the obligation to conclude an addendum to the rental agreement, the second clarification of the petition, dated 2 July 2003
28. Summons to appear on 27 January 2005, dated 27 October 2004
29. Addendum to the rental agreement (Chalupová)
30. Decision (Chalupová), dated 18 August 2003
31. Decision (Chalupová), dated 2 January 2004
32. Decision (Chalupová), dated 21 January 2004
33. Summons to appear on 17 March 2005, dated 8 February 2005
34. Addendum to the rental agreement, dated 10 January 2005
35. Personal income tax return for 2003
36. Invoice, dated 11 March 2004
37. Letter from PORADCE, s.r.o.
38. Vehicle Registration Certificate
39. Letter from Mr. Vomočil to the Municipal Court in Brno, dated 6 March 2007
40. Useful life of furnishing items in the flats and the length of their depreciation periods, together with a list of the rental amounts
41. Addendum to the rental agreement (Ing. Kunst)
42. Evidentiary record for the flat valid as of 1 July 2002 (Chalupová)
43. Recompense for unjustified enrichment, dated 21 April 2004 (Smolka)
44. Recompense for unjustified enrichment, dated 21 April 2004 (Hrbáčová)
45. Letter from Mr. Vomočil to the Municipal Court in Brno, dated 14 June 2007
46. Decision file no. 38 Co 430/2005 of 30 August 2006

33 C 224/2003 – Ing. Jaroslav Kunst

1. Petition to assign the obligation to conclude an addendum to the rental agreement, the third clarification of the petition, dated 4 February 2004
2. Draft Supplement to the Lease Agreement dated 22 August 2005
3. Petition to assign the obligation to conclude an addendum to the rental agreement, the second clarification of the petition, dated 16 January 2004
4. Petition to assign the obligation to conclude an addendum to the rental agreement, the clarification of the petition, dated 1 September 2003
5. Petition to assign the obligation to conclude an addendum to the rental agreement, the second clarification of the petition, dated 2 July 2003
6. Decision, dated 18 August 2003
7. Addendum to the rental agreement valid from 1 April. to 31 December 2003
8. Decision (Chalupová), dated 21 January 2004
9. Decision (Chalupová), dated 21 January 2004
10. An obligation to perform billing services to apartment renting dated 4 October 2004
11. Letter from the Municipal Court in Brno on the implementation of advance billing for services dated 26 August 2004
12. Decision dated 29 June 2004
13. The response to the application of the requirement to conclude a lease amendment and counterclaim about the requirement to carry out billing services to apartment renting dated 19 April 2004

33 C 225/2003 – Helena Planková

1. Resolution terminating the proceedings dated 14 August 2003
2. Court memorandum dated 21 July 2003
3. Evidentiary record valid as of 1 April to 31 December 2003
4. Addendum to the rental agreement valid from 1 April to 31 December 2003

33 C 226/2003 – Olga Chlubnová

1. Petition to assign the obligation to conclude an addendum to the rental agreement, the third clarification of the petition dated 4 February 2004
2. Petition to assign the obligation to conclude an addendum to the rental agreement, the second clarification of the petition dated 16 January 2004
3. Petition to assign the obligation to conclude an addendum to the rental agreement dated 1 September 2003
4. Petition to assign the obligation to conclude an addendum to the rental agreement dated 2 July 2003
5. Rental agreement valid from 1 April to 31 December 2003
6. Rental agreement valid from 1 April to 31 December 2003
7. Addendum to the rental agreement valid from 1 April to 31 December 2003
8. Decision dated 18 August 2003
9. Decision dated 21 January 2004
10. Decision dated 21 January 2004
11. An obligation to perform billing services to apartment renting dated 4 October 2004
12. Letter from Municipal Court to carry bill advances in service dated 26 August 2004
13. Decision 29 June 2004
14. The response to the application of the requirement to conclude a lease amendment and counterclaim about the requirement to carry out billing services to apartment renting dated 20 April 2004

33 C 227/2003 – Michal Schimmer

1. Petition to assign the obligation to conclude an addendum to the rental agreement, the third clarification of the petition dated 4 February 2004
2. Petition to assign the obligation to conclude an addendum to the rental agreement, the second clarification of the petition dated 16 January 2004
3. Petition to assign the obligation to conclude an addendum to the rental agreement dated 1 September 2003
4. Petition to assign the obligation to conclude an addendum to the rental agreement dated 2 July 2003
5. Decision dated 21 January 2004
6. Decision dated 21 January 2004
7. Decision dated 18 August 2003

33 C 228/2003 – Jan Kratochvíl

1. Resolution terminating the proceedings dated 14 September 2004
2. A letter of withdrawal of administration of the Municipal Court in Brno dated 22 August 2004
3. Withdrawal of application dated 25 August 2004
4. Resolution on the conclusion of the lease Supplement dated 29 June 2004

5. The response to the application of the requirement to conclude a lease addendum a counterclaim on the requirement to carry out billing services to apartment renting dated 19 April 2004
6. Petition to assign the obligation to conclude an addendum to the rental agreement, the third clarification of the petition dated 4 February 2004
7. Decision, call applicant to complete the application dated 21 January 2004
8. Petition to assign the obligation to conclude an addendum to the rental agreement, the second clarification of the petition dated 16 January 2004
9. Decision, call applicant to complete the application dated 21 January 2004
10. Petition to assign the obligation to conclude an addendum to the rental agreement dated 1 September 2003
11. Decision dated 18 August 2003

33 C 229/2003 – Vlasta Hrbáčová

1. Petition to assign the obligation to conclude an addendum to the rental agreement, the third clarification of the petition dated 4 February 2004
2. Petition to assign the obligation to conclude an addendum to the rental agreement, the second clarification of the petition dated 16 January 2004
3. Petition to assign the obligation to conclude an addendum to the rental agreement dated 1 September 2003
4. Petition to assign the obligation to conclude an addendum to the rental agreement dated 2 July 2003
5. The response to counterclaim about the requirement to carry out billing services to apartment renting dated 4 October 2004
6. Letter from Municipal Court to carry bill advances in service dated 26 August 2004
7. Resolution on the conclusion of the lease Supplement dated 29 June 2004
8. The response to the application of the requirement to conclude a lease addendum a counterclaim on the requirement to carry out billing services to apartment renting dated 19 April 2004
9. Unjust enrichment dated 21 April 2004
10. Decision dated 21 January 2004
11. Decision dated 21 January 2004
12. Decision dated 18 August 2003

33 C 230/2003 – Jan Smolka

1. Resolution on the conclusion of the lease Supplement dated 29 June 2004
2. The response to the application of the requirement to conclude a lease addendum a counterclaim on the requirement to carry out billing services to apartment renting dated 19 April 2004
3. Petition to assign the obligation to conclude an addendum to the rental agreement, the third clarification of the petition dated 4 February 2004
4. Petition to assign the obligation to conclude an addendum to the rental agreement, the second clarification of the petition dated 16 January 2004
5. Petition to assign the obligation to conclude an addendum to the rental agreement dated 1 September 2003
6. Petition to assign the obligation to conclude an addendum to the rental agreement dated 2 July 2003

7. Decision dated 18 August 2003
8. Petition to assign the obligation to conclude an addendum to the rental agreement dated 2 July 2003

52 Nc 51/2003 – tenants

1. Resolution terminating the proceedings dated 25 November 2003
2. Petition to assign the obligation to conclude an addendum to the rental agreement dated, withdrawal proposal dated 16 July 2003
3. Garnishee changes in tenancy agreements – rent increases, withdrawal dated 10 November 2003
4. Letter to Mr. Vomočil from Municipal Court in Brno, dated 17 October 2003
5. Summons dated 21 May 2003
6. Letter from Mr. Vomočil to the Municipal Court in Brno, dated 10 April 2003
7. Garnishee changes in tenancy agreements – rent increases dated 2 July 2003
8. Reply to the letter dated 3 April 2003
9. Letter dated 22 November 2002
10. Letters (addendum to the application for garnishee change tenancy agreements) dated 9 April 2003
11. Letter to the garnishee change tenancy agreements – rent increases dated 10 April 2003
12. Letter to the garnishee change tenancy agreements – rent increases 9 April 2003
13. Letter to the garnishee change tenancy agreements – rent increases 4 April 2003
14. Addendum to the lease agreement valid from 1 April to 31 December 2003
15. Rental agreement from 1 April to 31 December 2003
16. Rental agreement from 1 April to 31 December 2003

VI. Applicant's Concluding Statement

The Applicant attempted, to the best of his conscience, to prepare for the Court all of the relevant documents that the Applicant has available to him. The Applicant was not able to respond at all to a number of the Court's questions, in particular those associated with the requirement to submit certain documents as those documents simply do not exist.

In order to prove the difference between regulated rental amounts and the standard local rental amounts the Applicant is attaching an expert appraisal, which demonstrates that, on average, the standard local rental amount is approximately four times higher than the regulated rental amount.

Taking into account the fact that the Applicant is not capable of monitoring the line of thinking that is applied and the manner in which the Court's proceedings are led (which is however an entirely standard approach on the part of the Court with regard to the Applicant), the Applicant cannot offer the Court any other relevant documents that would serve as a response to the questions the Court is seeking to answer on the basis of the submitted documents. If the Court familiarised the Applicant with its questions directly and submitted a

direct request for the appropriate documents for each of the individual questions, then it is quite likely that the Applicant would be able to provide the Court with additional relevant documents. The way things are however, the Applicant must rely solely on the hope that he was able to correctly interpret the Court's request and its questions.

The Applicant would more than welcome it if the Court could provide additional relevant information and is prepared to do likewise at any time if requested to do so. However, he hopes that this will not come about once again-as seems to be traditional with regard to the Court's actions-a year from now, thus guaranteeing that the Applicant, the Intervening Party and the legal representative for both are all kept busy during the summer holidays.

Jan Vomočil

Attachments:

- 1) Photocopy of the contract with PRAGOIMEX, a. s., dated 15 December 1995, and an excerpt from the Land Register
- 2) Decision of the sole partner exercising the competencies of the General Meeting, dated 10 December 2003
- 3) Excerpt from the Commercial Register, dated 7 May 2003
- 4) Expert Appraisal No. 3350-210-2003, dated 11 November 2003
- 5) Maps and sectional views of the building located at Malátova 2
- 6) Mortgage Loan Agreement, dated 9 April 1996
- 7) Expert appraisal on the standard local rental amounts - No. 76-01/2010
- 8) Rental Agreement with Roman Kejík, dated 1 January 1996
- 9) Addendum No. 1 to the Rental Agreement for Flat No. 1, dated 26 June 1996
- 10) Addendum No. 2 to the Rental Agreement, dated 16.06.97
- 11) Rental Agreement with Jitka Řiháčková, dated 1 December 1997
- 12) Evidentiary record for Jitka Řiháčková, dated 1 December 1997
- 13) Addendum No. 1 to the Rental Agreement, dated 1 December 1997
- 14) Addendum No. 3 to the Rental Agreement, dated 16 June 1998
- 15) Addendum No. 4 to the Rental Agreement, dated 16 June 1999
- 16) Addendum No. 5 to the Rental Agreement, dated 16 June 2000
- 17) Addendum No. 6 to the Rental Agreement, dated 6 June 2001
- 18) Rental Agreement with Radek Zabloudil, dated 01 January 2002
- 19) Rental Agreement with Jan Smolka for Flat No. 2, dated 1 January 1996
- 20) Evidentiary record of rental amounts, dated 1 January 1996
- 21) Addendum No. 1 to the Rental Agreement, dated 26 June 1996
- 22) Addendum No. 2 to the Rental Agreement, dated 16 June 1997
- 23) Addendum No. 3 to the Rental Agreement, dated 16 June 1998
- 24) Addendum No. 5 to the Rental Agreement, dated 16 June 2000
- 25) Evidentiary record
- 26) Agreement on terminating the rental agreement on the basis of a consensus, dated 2 February 2009
- 27) Rental Agreement with Jan Kratochvíl for Flat No. 3, dated 1 January 1996

- 28) Evidentiary record for the flat, dated 1 January 1996
- 29) Addendum No. 1 to the Rental Agreement, dated 26 June 1996
- 30) Addendum No. 2 to the Rental Agreement, dated 16 June 1997
- 31) Addendum No. 3 to the Rental Agreement, dated 16 June 1998
- 32) Addendum No. 4 to the Rental Agreement, dated 16 June 1999
- 33) Addendum No. 5 to the Rental Agreement, dated 16 June 2000
- 34) Addendum No. 6 to the Rental Agreement, dated 6 June 2001
- 35) Evidentiary record for the flat valid to 1 July 2002
- 36) Addendum to the Rental Agreement and inventory of the flat furnishings
- 37) Rental Agreement with Vlasta Hrbáčova for Flat No. 4, dated 1 January 1996
- 38) Evidentiary record for the flat, dated 1 January 1996
- 39) Addendum No. 1 to the Rental Agreement, dated 26 June 1996
- 40) Addendum No. 2 to the Rental Agreement, dated 16 June 1997
- 41) Addendum No. 3 to the Rental Agreement, dated 16 June 1998
- 42) Addendum No. 5 to the Rental Agreement, dated 16 June 2000
- 43) Evidentiary record for the flat valid to 1 July 2002
- 44) Addendum to the Rental Agreement and inventory of the flat furnishings
- 45) Rental Agreement with Adolf Váša for Flat No. 5, dated 1 January 1996
- 46) Evidentiary record for the flat, dated 1 January 1996
- 47) Addendum No. 1 to the Rental Agreement, dated 26 June 1996
- 48) Addendum No. 2 to the Rental Agreement, dated 16 June 1997
- 49) Addendum No. 3 to the Rental Agreement, dated 16 June 1998
- 50) Addendum No. 6 to the Rental Agreement, dated 6 June 2001
- 51) Letter of rent increases dated 10 January 2002
- 52) Rental Agreement with Son Thanh Nguyen, dated 1 May 2000
- 53) Evidentiary record for the flat, dated 1 May 2000
- 54) Consent of the owner of the house located at Lidická 8
- 55) Rental Agreement with Antonie Dufková for Flat No. 6, dated 1 January 1996
- 56) Evidentiary record for the flat, dated 1 January 1996
- 57) Addendum No. 1 to the Rental Agreement, dated 26 June 1996
- 58) Addendum No. 2 to the Rental Agreement, dated 16 June 1997
- 59) Addendum No. 5 to the Rental Agreement, dated 28 June 2000
- 60) Rental Agreement with Michal Schimmer, dated 1 April 2003
- 61) Evidentiary record for the flat, dated 1 April 2003
- 62) Addendum No. 3 to the Rental Agreement, dated 16 June 1998
- 63) List of flat occupants, dated 21 May 2001
- 64) Addendum No. 6 to the Rental Agreement, dated 06 June 2001
- 65) Letter regarding invalid evidentiary record for the flat, dated 18 June 2002
- 66) Rental Agreement with Olga Svobodová-Chlubnová for Flat No. 7, dated 1 January 1996
- 67) Evidentiary record for the flat, dated 1 January 1996
- 68) Addendum No. 1 to the Rental Agreement, dated 26 June 1996
- 69) Addendum No. 2 to the Rental Agreement, dated 16 June 1997
- 70) Addendum No. 3 to the Rental Agreement, dated 16 June 1998
- 71) Addendum No. 5 to the Rental Agreement, dated 16 June 2000
- 72) Evidentiary record for the flat valid as of 1 July 2002
- 73) Addendum No. 2, dated 1 November 1997
- 74) Rental Agreement with Otakar Tlustý for Flat No. 8, dated 1 January 1996
- 75) Evidentiary record for the flat, dated 1 January 1996
- 76) Addendum No. 1 to the Rental Agreement, dated 26 June 1996

- 77) Addendum No. 2 to the Rental Agreement, dated 16 June 1997
- 78) Addendum No. 3 to the Rental Agreement, dated 16 June 1998
- 79) Addendum No. 4 to the Rental Agreement, dated 16 June 1999
- 80) Addendum No. 5 to the Rental Agreement, dated 16 June 2000
- 81) Addendum No. 6 to the Rental Agreement, dated 6 June 2001
- 82) Letter of rent increases dated 10 January 2002
- 83) Rental Agreement with Helena Planková for Flat No. 9, dated 1 January 1996
- 84) Evidentiary record for the flat, dated 1 January 1996
- 85) Addendum No. 1 to the Rental Agreement, dated 26 June 1996
- 86) Addendum No. 3 to the Rental Agreement, dated 16 June 1998
- 87) Addendum No. 5 to the Rental Agreement, dated 16 June 2000
- 88) Evidentiary record for the flat valid to 1 July 2002
- 89) Evidentiary record for the flat valid from 1 January to 31 December 2003
- 90) Letter: increase in rental amount-addendum to the rental agreement, dated 10 January 2002
- 91) Letter of rent increases dated 10 January 2002
- 92) Rental Agreement with Vlasta Chalupová, dated 1 January 1996
- 93) Evidentiary record for the flat, dated 1 January 1996
- 94) Letter from Vlasta Chalupová, dated 20 February 1996
- 95) Addendum No. 1 to the Rental Agreement, dated 26 June 1996
- 96) Addendum No. 3 to the Rental Agreement, dated 16 June 1998
- 97) Addendum No. 4 to the Rental Agreement, dated 16 June 1999
- 98) Addendum No. 5 to the Rental Agreement, dated 16 June 2000
- 99) Evidentiary record for the flat valid to 1 July 2002
- 100) Rental Agreement with Otakar Tlustý for Flat No. 11, dated 1 January 1996
- 101) Evidentiary record for the flat, dated 1 January 1996
- 102) Addendum No. 1 to the Rental Agreement, dated 26 June 1996
- 103) Addendum No. 2 to the Rental Agreement, dated 16 June 1997
- 104) Addendum No. 3 to the Rental Agreement, dated 16 June 1998
- 105) Addendum No. 5 to the Rental Agreement, dated 16 June 2000
- 106) Addendum No. 7 to the Rental Agreement, dated 6 June 2002
- 107) Letter: withdrawal from the rental agreement, dated 31 July 2009
- 108) Copy of the cash expense document for moving expenses, dated 21 November 2009
- 109) Decision of 22 March 2007-33 C 231/2004-Ing. Jaroslav Kunst
- 110) Summons to appear before the Municipal Court in Brno on 22 March 2007, dated 28 November 2006
- 111) Instructions to the participants in the proceedings
- 112) Letter of apology from Mr. Vomočil explaining his absence from the Czech Republic at the time of the hearing.
- 113) Record of the continuance of the proceedings ordered by the Municipal Court in Brno
- 114) Cancellation of the powers of attorney, dated 9 February 2007
- 115) Letter from Mr. Vomočil to the Municipal Court in Brno, dated 4 September 2006
- 116) Statement made by the petitioner, dated 4 August 2006
- 117) Supplement to the petition, dated 17 January 2006
- 118) Copy of the envelopes sent to Mr. Vomočil and delivered from the Municipal Court in Brno
- 119) Decision denying the petition, dated 16 May 2004-33 C 232/2004-Olga Chlubnová
- 120) Decision discontinuing the proceedings, dated 27 August 2004-33 C 233/2004-Jan Kratochvíl

- 121) Decision-33 C 234/2004-Vlasta Hrbáčová
- 122) Decision of 14 June 2007
- 123) Summons to appear on 14 June 2007, dated 2 May 2007
- 124) Summons to appear on 22 March 2007, dated 28 November 2006
- 125) Instructions to the participants in the proceedings
- 126) Petition to postpone the date for performing an on-site investigation, dated 30 May 2007
- 127) Summons to appear on 4 June 2007, dated 2 May 2007
- 128) Withdrawal of the petition, dated 12 June 2007
- 129) Letter from Mr. Vomočil to the Municipal Court in Brno, dated 4 September 2006
- 130) Statement made by the petitioner, dated 1 August 2006
- 131) Supplement to the petition, dated 17 January 2006
- 132) Decision of 14 June 2007-33 C 235/2004-Jan Smolka
- 133) Summons to appear on 14 June 2007, dated 2 May 2007
- 134) Summons to appear on 4 June 2007, dated 2 May 2006
- 135) Summons to appear on 22 March 2007, dated 28 November 2006
- 136) Instructions to the participants in the proceedings
- 137) Settlement agreement, dated 11 June 2007
- 138) Letter from Mr. Vomočil to the Municipal Court in Brno, dated 4 September 2006
- 139) Statement made by the petitioner, dated 4 August 2006
- 140) Supplement to the petition, dated 17 January 2006
- 141) Assignment of the obligation to carry out the settlement for the services provided together with the rental of a flat by paying CZK 1,491 and all related amounts, dated 4 October 2004
- 142) Letter from the Municipal Court in Brno: Jan Smolka c/a Jan Vomočil, on carrying out the settlement of the deposit paid for services, dated 26 August 2004
- 143) Recompense for unjustified enrichment, dated 21 April 2004
- 144) Judgement of 14 July 2005-33 C 223/2003
- 145) Official transcript of the hearing of 10 May 2007
- 146) Request to decide only the issue of increasing the rental amount, dated 3 March 2007
- 147) Letter from Mr. Vomočil to the Municipal Court in Brno, dated 6 March 2007
- 148) Letter from Mr. Vomočil to the Municipal Court in Brno, dated 6 March 2007
- 149) Summons to appear on 10 May 2007, dated 45 April 2007
- 150) Decision of 9 March 2007
- 151) Decision of 09.03.07
- 152) Official transcript of the hearing before the court of first instance, dated 10 May 2007
- 153) Application to amend the petition, dated 5 February 2007
- 154) Appeal against the judgement passed down under ref. no. 33 C 223-230/2003, dated 24 August 2005
- 155) Summons to appear on 8 February 2007, dated 28 November 2006
- 156) Instructions to the participants in the proceedings
- 157) Official record of the announcement of the decision, dated 14 July 2005
- 158) Letter from Mr. Vomočil to the Municipal Court in Brno with regard to the matter 33 C 223/2003 and others, dated 11 April 2005
- 159) Request for urgent hearing for the petition lodged under file no. 33 C 223-230/2003, dated 10 September 2004
- 160) Request for urgent hearing of the petition, dated 28 August 2004

- 161) Letter from Mr. Vomočil to the Municipal Court in Brno with regard to the matter 33 C 223/2003, dated 8 August 2004
- 162) Application for a preferential hearing of the matter 33 C 223-230/2003, dated 23 March 2004
- 163) Invoice for installation work, dated 20 February 2004
- 164) Contract for Work
- 165) Decision of 20 September 2004
- 166) Petition to assign the obligation to conclude an addendum to the rental agreement, the third clarification of the petition, dated 4 February 2004
- 167) Petition to assign the obligation to conclude an addendum to the rental agreement, the second clarification of the petition, dated 16 January 2004
- 168) Petition to assign the obligation to conclude an addendum to the rental agreement, the clarification of the petition, dated 1 September 2003
- 169) Petition to assign the obligation to conclude an addendum to the rental agreement, the second clarification of the petition, dated 2 July 2003
- 170) Summons to appear on 27 January 2005, dated 27 October 2004
- 171) Addendum to the rental agreement (Chalupová)
- 172) Decision (Chalupová), dated 18 August 2003
- 173) Decision (Chalupová), dated 2 January 2004
- 174) Decision (Chalupová), dated 21 January 2004
- 175) Summons to appear on 17 March 2005, dated 8 February 2005
- 176) Addendum to the rental agreement, dated 10 January 2005
- 177) Personal income tax return for 2003
- 178) Invoice, dated 11 March 2004
- 179) Letter from PORADCE, s.r.o.
- 180) Vehicle Registration Certificate
- 181) Letter from Mr. Vomočil to the Municipal Court in Brno, dated 6 March 2007
- 182) Useful life of furnishing items in the flats and the length of their depreciation periods, together with a list of the rental amounts
- 183) Addendum to the rental agreement (Ing. Kunst)
- 184) Evidentiary record valid as of 1 July 2002 (Chalupová)
- 185) Recompense for unjustified enrichment, dated 21 April 2004 (Smolka)
- 186) Recompense for unjustified enrichment, dated 21 April 2004 (Hrbáčová)
- 187) Letter from Mr. Vomočil to the Municipal Court in Brno, dated 14 June 2007
- 188) Decision file no. 38 Co 430/2005 of 30 August 2006
- 189) Petition to assign the obligation to conclude an addendum to the rental agreement, the third clarification of the petition, dated 4 February 2004 (rec.no.33 C 224/2003 – Ing. Jaroslav Kunst)
- 190) Draft Supplement to the Lease Agreement dated 22 August 2005
- 191) Petition to assign the obligation to conclude an addendum to the rental agreement, the second clarification of the petition, dated 16 January 2004
- 192) Petition to assign the obligation to conclude an addendum to the rental agreement, the clarification of the petition, dated 1 September 2003
- 193) Petition to assign the obligation to conclude an addendum to the rental agreement, the second clarification of the petition, dated 2 July 2003
- 194) Decision, dated 18 August 2003
- 195) Addendum to the rental agreement valid from 1 April. to 31 December 2003
- 196) Decision (Chalupová), dated 21 January 2004
- 197) Decision (Chalupová), dated 21 January 2004
- 198) An obligation to perform billing services to apartment renting dated 4 October 2004

- 199) Letter from the Municipal Court in Brno on the implementation of advance billing for services dated 26 August 2004
- 200) Decision dated 29 June 2004
- 201) The response to the application of the requirement to conclude a lease amendment and counterclaim about the requirement to carry out billing services to apartment renting dated 19 April 2004
- 202) Resolution terminating the proceedings dated 14 August 2003 (rec.no. 33 C 225/2003 – Helena Planková)
- 203) Court memorandum dated 21 July 2003
- 204) Evidentiary record valid as of 1 April to 31 December 2003
- 205) Addendum to the rental agreement valid from 1 April to 31 December 2003
- 206) Petition to assign the obligation to conclude an addendum to the rental agreement, the third clarification of the petition dated 4 February 2004 (rec.no. 33 C 226/2003 – Olga Chlubnová)
- 207) Petition to assign the obligation to conclude an addendum to the rental agreement, the second clarification of the petition dated 16 January 2004
- 208) Petition to assign the obligation to conclude an addendum to the rental agreement dated 1 September 2003
- 209) Petition to assign the obligation to conclude an addendum to the rental agreement dated 2 July 2003
- 210) Rental agreement valid from 1 April to 31 December 2003
- 211) Rental agreement valid from 1 April to 31 December 2003
- 212) Addendum to the rental agreement valid from 1 April to 31 December 2003
- 213) Decision dated 18 August 2003
- 214) Decision dated 21 January 2004
- 215) Decision dated 21 January 2004
- 216) An obligation to perform billing services to apartment renting dated 4 October 2004
- 217) Letter from Municipal Court to carry bill advances in service dated 26 August 2004
- 218) Decision 29 June 2004
- 219) The response to the application of the requirement to conclude a lease amendment and counterclaim about the requirement to carry out billing services to apartment renting dated 20 April 2004
- 220) Petition to assign the obligation to conclude an addendum to the rental agreement, the third clarification of the petition dated 4 February 2004 (rec. no. 33 C 227/2003 – Michal Schimmer)
- 221) Petition to assign the obligation to conclude an addendum to the rental agreement, the second clarification of the petition dated 16 January 2004
- 222) Petition to assign the obligation to conclude an addendum to the rental agreement dated 1 September 2003
- 223) Petition to assign the obligation to conclude an addendum to the rental agreement dated 2 July 2003
- 224) Decision dated 21 January 2004
- 225) Decision dated 21 January 2004
- 226) Decision dated 18 August 2003
- 227) Resolution terminating the proceedings dated 14 September 2004 (rec. no. 33 C 228/2003 – Jan Kratochvíl)
- 228) A letter of withdrawal of administration of the Municipal Court in Brno dated 22 August 2004
- 229) Withdrawal of application dated 25 August 2004
- 230) Resolution on the conclusion of the lease Supplement dated 29 June 2004

- 231) The response to the application of the requirement to conclude a lease addendum a counterclaim on the requirement to carry out billing services to apartment renting dated 19 April 2004
- 232) Petition to assign the obligation to conclude an addendum to the rental agreement, the third clarification of the petition dated 4 February 2004
- 233) Decision, call applicant to complete the application dated 21 January 2004
- 234) Petition to assign the obligation to conclude an addendum to the rental agreement, the second clarification of the petition dated 16 January 2004
- 235) Decision, call applicant to complete the application dated 2 January 2004
- 236) Petition to assign the obligation to conclude an addendum to the rental agreement dated 1 September 2003
- 237) Decision, call applicant to complete the application dated 18 August 2003
- 238) Petition to assign the obligation to conclude an addendum to the rental agreement, the third clarification of the petition dated 4 February 2004 (rec.no. 33 C 229/2003 – Vlasta Hrbáčová)
- 239) Petition to assign the obligation to conclude an addendum to the rental agreement, the second clarification of the petition dated 16 January 2004
- 240) Petition to assign the obligation to conclude an addendum to the rental agreement dated 1 September 2003
- 241) Petition to assign the obligation to conclude an addendum to the rental agreement dated 2 July 2003
- 242) The response to counterclaim about the requirement to carry out billing services to apartment renting dated 4 October 2004
- 243) Letter from Municipal Court to carry bill advances in service dated 26 August 2004
- 244) Resolution on the conclusion of the lease Supplement dated 29 June 2004
- 245) The response to the application of the requirement to conclude a lease addendum a counterclaim on the requirement to carry out billing services to apartment renting dated 19 April 2004
- 246) Unjust enrichment dated 21 April 2004
- 247) Decision dated 18 August 2003
- 248) Decision dated 2 January 2004
- 249) Decision dated 21 January 2004
- 250) Resolution on the conclusion of the lease Supplement dated 29 June 2004 (rec. no. 33 C 230/2003 – Jan Smolka)
- 251) The response to the application of the requirement to conclude a lease addendum a counterclaim on the requirement to carry out billing services to apartment renting dated 19 April 2004
- 252) Petition to assign the obligation to conclude an addendum to the rental agreement, the third clarification of the petition dated 4 February 2004
- 253) Decision dated 21 January 2004
- 254) Petition to assign the obligation to conclude an addendum to the rental agreement, the second clarification of the petition dated 16 January 2004
- 255) Decision dated 2 January 2004
- 256) Petition to assign the obligation to conclude an addendum to the rental agreement dated 1 September 2003
- 257) Decision dated 18 August 2003
- 258) Petition to assign the obligation to conclude an addendum to the rental agreement dated 2 July 2003
- 259) Resolution on discontinuation of the proceeding dated 25 November 2003

- 260) Petition to assign the obligation to conclude an addendum to the rental agreement, withdrawal of petition dated 16 July 2003
- 261) Garnishee changes in tenancy agreements – rent increases, withdrawal dated 10 November 2003
- 262) Letter to Mr. Vomočil from Municipal Court in Brno, dated 17 October 2003
- 263) Summons dated 21 May 2003
- 264) Letter from Mr. Vomočil to the Municipal Court in Brno, dated 10 April 2003
- 265) Garnishee changes in tenancy agreements – rent increases dated 2 July 2003
- 266) Reply to the letter dated 3 April 2003
- 267) Letter dated 22 November 2002
- 268) Letters (addendum to the application for garnishee change tenancy agreements) dated 9 April 2003
- 269) Letter to the garnishee change tenancy agreements – rent increases dated 10 April 2003
- 270) Letter to the garnishee change tenancy agreements – rent increases 9 April 2003
- 271) Letter to the garnishee change tenancy agreements – rent increases 4 April 2003
- 272) Addendum to the lease agreement valid from 1 April to 31 December 2003
- 273) Rental agreement from 1 April to 31 December 2003
- 274) Rental agreement from 1 April to 31 December 2003