


No. 366/2013

The Permanent Mission of the Czech Republic to the United Nations and other International Organisations in Geneva presents its compliments to the Office of the United Nations High Commissioner for Human Rights and with reference to the letter of 21 February 2013, sent jointly by the Special Rapporteur on adequate housing, Special Rapporteur on the rights to freedom of peaceful assembly and of association and Special Rapporteur on the situation of human rights defenders, concerning the **alleged eviction from its office premises of the civil society organisation Vzájemné Soužití** (ref. AL Housing (2000-9) Assembly Association (2010-1) G/SO 214 (107-9)), has the honour to enclose its response.

The Permanent Mission of the Czech Republic avails itself of this opportunity to renew to the Office of the United Nations High Commissioner for Human Rights the assurances of its highest consideration. 

Geneva, 23 April 2013

Enclosure: 3 pages



Office of the United Nations High Commissioner for Human Rights
Palais Wilson
Geneva
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1) Are the facts alleged in the above summary of the case accurate?

According to the information provided by Moravská Ostrava and Přívoz Municipality the City of Ostrava is not the owner of the property that is to be vacated (houses No. 4, 6, 8, 10, 11, 12, 13, 15, 17 and 19, Přívoz cadastral area, Přednádraží street). The houses belong to a limited liability company, Domy Přednádraží s. r. o. Starting from 2011 the municipal Building Authority gave the owner repeated warnings regarding the neglected property. The company was reminded that maintenance and repairs were the owner's responsibility. To bring the property up to a tenantable standard, the owner would urgently have to repair it and put the building systems into good working order. In addition to the serious state of disrepair, the houses were left without drinking water supply because the owner did not pay utility bills. Since there was no response to the warnings, the municipal Building Authority lawfully took action on the owner's behalf and decided that the property be vacated because of the existence of direct risks to the health of the tenants.

After the notice to vacate was issued, the owner again failed to fulfil its duties under Czech legislation, including the duty to move the tenants into substitute housing for the duration of the refurbishment. This meant that the municipal authorities (Moravská Ostrava and Přívoz Municipality) again had to step in and address the situation on the owner's behalf. Municipal social workers identified tenants who were willing to move, and searched for acceptable housing alternatives (hostels, municipal asylum housing and houses owned by other landlords). Rental flats for two families were found through the municipality's public tender process.

The municipality did own one block of flats in Přednádraží street. Since this house was also in disrepair, all tenants with valid leases were moved into substitute municipal flats. Removal services for all municipal tenants were provided by the municipality. The house was demolished immediately after the tenants moved out.

The activities of Vzájemné Soužití association in Přednádraží street consist mainly in organizing a group of tenants who stay on and carry out self-help repairs in the last of the houses owned by Domy Přednádraží s. r. o. With regard to the condition of the property, this solution is obviously impracticable and only exposes the tenants to situations potentially dangerous to their life and health. It should be added that the participating tenants originally accepted the substitute housing offered by the municipal social workers.

The municipality totally disagrees with the allegations that Vzájemné soužití was arbitrarily evicted from its premises in 30. dubna street because of its actions in support of tenants in Přednádraží street. A direct proof to the contrary is that Vzájemné soužití was subsequently granted a new lease for premises in 30. dubna street. This new lease was terminated in 31 March 2013 at the association's request.

The municipality is fully aware of the critical importance of social integration, and makes every effort to actively advance the process. It wishes to stress that it appreciates the efforts of all involved organizations, and that support of and cooperation with many of them is an important part of its policies.

2) Has a complaint been lodged by or on behalf Vzájemné Soužití?

According to the information provided by Moravská Ostrava and Přívoz Municipality Vzájemné soužití voluntarily vacated the premises in 30. dubna street on the date of termination of its leases. In dealing with its tenants the municipality has to observe the same rules as any other landlord. There was definitely not any arbitrary eviction order issued on the basis of any sovereign discretionary powers. On receiving the notice to vacate, Vzájemné soužití asked the municipality to explain the reasons. The municipality is not aware of any formal complaints made or other legal remedies sought by the association.

3) Please confirm the legal basis of the eviction of Vzájemné Soužití. Please indicate how this measure is compatible with aforementioned international human rights standards.

According to the information provided by Moravská Ostrava and Přívoz Municipality Vzájemné soužití had lease contracts with the City of Ostrava (Moravská Ostrava and Přívoz Municipality) for premises in houses No. 2944/1 and 2938/3 in 30. dubna street. The municipality terminated both leases with a three-month notice period in accordance with the provisions of the lease contracts (Article I, paragraph 4) and with the applicable legislation (Section 10 of Act No. 116/1990 concerning the lease and sublease of non-residential premises). The leases ended on 31 December 2012. However, Vzájemné soužití was offered a new lease for premises in Ostrava-Přívoz starting from the date of termination of the old leases. The offer was turned down.

The old leases were terminated because the municipality needed the premises for its own use. The premises are the only wheelchair accessible property within reasonably short distance from the municipality's main office building. Due to problems with lack of space in the office building, the municipality wanted to relocate some of its functions to these premises. However, later on it opted for a different solution and leased the vacant premises to another tenant.

On the basis of the above, we believe that the termination of the leases did not violate any of the cited international human rights standards.

4) Please explain what measures have been taken to ensure that human rights defenders and non-governmental organisations in the Czech Republic are able to carry out their legitimate and peaceful activities in defence of human rights without fear of judicial harassment or other restrictions, including with respect to their access to, rental or ownership of housing premises to carry out their work.

The functioning of non-political civic associations in the Czech Republic, including the procedures related to their registration, is governed by Act No. 83/1990 concerning citizens' associations. The area falls within the remit of the Interior Ministry. The Interior Ministry's decisions can be appealed to the competent court. We believe that the cited legislation, as well as the approach of public authorities and courts, ensures that non-governmental organizations can work freely without any fear of judicial or other restrictions.

The Czech Republic's legislation does not explicitly require that NGOs should have access to office space. NGOs have the same status as other tenants. Respect for their rights is safeguarded by independent courts.

The Czech Government has a special advisory body – the Government Council for Non-Governmental Non-Profit Organizations – set up to develop policies in support of NGOs, including financial contributions. The Council comprises representatives of the government as well as of the civil sector.
