

EU Consumer Law Acquis Compendium

Legislation

Latvia (LV) Nr. 5 EN



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Full name and/or number of the statute (in original language):

LR MK Noteikumi Nr. 325 "Noteikumi par l gumu par dz vošanai paredz tas kas vai kas da as lietošanas ties bu ieg šanu uz laiku"

Translation of the name:

Cabinet Regulation No 325 "Regulations regarding Contracts on Obtaining the Right to Temporary Use of a Residential Building or a Part Thereof"

Reference in Official Journal (if appropriate):

Latvijas Vestnesis 1999 No. 313/316

Date of coming into force:

01.10.1999

Subsequent amendments:

Text:

Republic of Latvia

Cabinet

Regulation No. 325

Adopted 21 September 1999

Regulations Regarding Contracts on Obtaining the Right to Temporary Use of a Residential Building or a Part Thereof

ISSUED PURSUANT TO SECTION 11, PARAGRAPH FOUR

OF THE CONSUMER RIGHTS PROTECTION LAW



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1. These Regulations prescribe what information shall be included in a contract on obtaining the right to temporary use of a residential building or a part thereof (hereinafter – contract), as well as the time period and procedures for exercising the right of withdrawal.

2. The following information shall be included in a contract:

2.1. contracting parties and their addresses, information regarding the legal status of the seller or service provider in regard to a building or a part thereof at the time of entering into a contract, as well as the address and surname of the owner or name of the company;

2.2. description of the right of use, conditions for the exercising of the right in the territory of the state where the building or a part thereof is located, information on whether the relevant conditions have been fulfilled or, if these conditions have not been fulfilled, which of such conditions are still to be fulfilled;

2.3. accurate description of the building or a part thereof, and the location of the building;

2.4. if the building or a part thereof is an unfinished structure:

2.4.1. condition of the building or a part thereof at the time of entering into the contract;

2.4.2. a substantiated time period within which the construction of the building or a part thereof shall be completed;

2.4.3. number of the construction permit, term of validity of such permit, as well as, in the case if the building or a part thereof is located in the territory of Latvia, the full name and address of the competent authority which has issued the construction permit;

2.4.4. the date from which public utility and other services (for example, gas, electricity, water, telecommunications) will be available in the building or a part thereof; and

2.4.5. guarantees regarding the completion of construction work or refunding of any payments made if construction work is not completed, and, if necessary, conditions for the operation of guarantees;

2.5. services (for example gas, electricity, water, telecommunications, garbage collection) that shall be available to the consumer and conditions for the availability (if such conditions exist);

2.6. public (collective use) facilities (for example, swimming-pools, saunas) that will be available to the consumer, and conditions for the availability (if such conditions exist);

2.7. procedures by which the maintenance, repair and administration of the building or a part thereof will be organised;

2.8. a precise time period during which the consumer may exercise the right of use;

2.9. amount to be paid by the consumer for exercising the right of use; amount to be paid by the consumer for the utilisation of public (collective use) facilities and services; substantiated calculation of costs related to residing in the building or a part thereof, mandatory payments (for example, fees, taxes) and administrative payments (for example, maintenance, repair);

2.10. a clause, which specifies that, after the entering into the contract and obtaining the right of use, no additional costs or duties not specified in the contract, will arise;

2.11. information regarding the possibility of transferring the right of use (also of exchange, sale) to a third party, as well as costs that might arise if transfer of the right of use to a third party were organised by the seller or by a person authorised by the seller specified in the contract;

2.12. description of rights of withdrawal; and

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2.13. date and place of entering into the contract.

3. The duty of the seller is to provide in writing, prior to the entering into a contract, the information referred to in Sub-paragraphs 2.1., 2.2., 2.3., 2.4., 2.5., 2.6., 2.7., 2.9., and 2.12 to the consumer, as well as to specify procedures for obtaining additional information.

4. The information specified in Paragraph 3 of these Regulations may be amended only if such necessity has arisen due to circumstances beyond the control of the seller. The consumer shall be informed of amendments made prior to entering into a contract, and the relevant amendments in the contract shall be clearly indicated.

5. Advertising related to obtaining the right to temporary use of a residential building or a part thereof shall specify where the information referred to in Paragraph 3 of these Regulations in regard to the relevant building or a part thereof can be obtained.

6. A contract shall be entered into and the information referred to in Paragraph 3 of these Regulations provided in the official language.

7. If a building or a part thereof is located in foreign states, the seller has a duty to provide the consumer with a notarised translation of the contract in the official language of the relevant state.

8. A consumer is entitled to exercise the right of withdrawal and unilaterally withdraw from a contract within 14 calendar days of entering into such contract.

9. If a contract does not specify all the information referred to in Paragraph 2 of these Regulations, the consumer is entitled to exercise the right of withdrawal and unilaterally withdraw from the contract within 90 calendar days of entering into such contract.

10. If the necessary information is provided within the time period for the exercising of the right of withdrawal specified in Paragraph 9 of these Regulations, the consumer is entitled to exercise the right of withdrawal and unilaterally withdraw from the contract within 14 calendar days after the provision of the information.

11. If the consumer has not exercised the right of withdrawal referred to in Paragraph 9 of these Regulations and the information referred to in Paragraph 2 of these Regulations is not provided in the contract, the consumer is entitled to exercise the right of withdrawal and unilaterally withdraw from the contract within 14 calendar days after expiry of the time period for the exercising of the right of withdrawal referred to in Paragraph 9 of these Regulations.

12. These Regulations come into force on 1 October 1999.

Prime Minister

A. Šķēle

Minister for Economics