


[Home](#) > ... > [Family Matters & Inheritance](#) > [Property In Marriage & Civil Partnerships](#) > [Matrimonial Property Regimes](#) > Belgium

# Matrimonial property regimes

 Belgium

Content provided by:



European Judicial Network  
(in civil and commercial matters)

## 1 Is there a statutory matrimonial property regime in this Member State? What does it provide?

Spouses who have not entered into a marriage contract (*huwelijkscontract/convention matrimoniale*) are subject to the statutory matrimonial property regime from the day on which they are married; this regime provides for a community of property acquired after marriage.

The statutory regime divides the spouses' assets into three categories. There are the two sets of personal assets belonging to the spouses individually, comprising all the assets they owned prior to the marriage and all the assets they acquire via an inheritance or gift during the marriage, or the assets that replace these assets (Articles 2.3.17-2.3.21 of the Civil Code (*Burgerlijk Wetboek/Code civil*)). Certain assets or rights are considered to be personal regardless of when they were acquired, although it may be necessary to make a compensatory payment into the joint assets if joint funds were used to acquire the assets or rights concerned; this relates, amongst other things, to accessories of the personal property of each spouse, clothes and objects for personal use, pension rights, etc. (for a complete list see Articles 2.3.18 and 2.3.19 of the Civil Code). The third category concerns joint assets and comprises, amongst other things, all income, both professional income and income generated from the personal assets of each of the spouses, as well as assets acquired for valuable consideration during the marriage (Article 2.3.22 of the Civil Code).

## 2 How can spouses arrange their matrimonial property regime? What are the formal requirements in this case?

Spouses can choose a matrimonial property regime by entering into a marriage contract. Under Belgian law the possible forms of matrimonial property regime are the separation of property (*scheiding van goederen/séparation des biens*) (with or without a settlement clause (*clause compromissoire/verrekenbeding*)), on the one hand, and the general community of property (*algehele gemeenschap van goederen/communauté universelle*), on the other.

The separation of property regime ([Articles 2.3.61-2.3.77 of the Civil Code](#)) involves only two sets of assets: the assets belonging to one spouse and the assets belonging to the other spouse. The income of each of the spouses remains separate, which means that they can freely dispose of their own income. However, this does not mean that spouses who have opted for a separation of property cannot own anything jointly. The assets that they own together are not considered as joint assets, but rather as 'undivided', with the consequence that the rules of ordinary law on co-ownership apply ([Article 3.68 et seq. of the Civil Code](#)). This regime also recognises the special status of the family home. Spouses can opt for a strict separation of property (*zuivere scheiding van goederen/séparation de biens pure et simple*), but can also include supplementary clauses to ensure a certain degree of solidarity. They must also indicate explicitly whether they agree to an equitable adjustment (*billijkheidscorrectie/correction en équité*) being applied by the court in the event of divorce due to irretrievable breakdown of the marriage (*onherstelbare ontwrichting/désunion irrémédiable*).

Under the general community of property regime ([Article 2.3.54 of the Civil Code](#)) assets are almost exclusively jointly owned. Regardless of how the assets were acquired, they will always belong to both spouses.

The marriage contract is also a solemn contract. All marriage contracts must be recorded in a notarial deed in order to be valid ([Article 2.3.6 of the Civil Code](#)).

### 3 Are there restrictions on the freedom to arrange a matrimonial property regime?

In principle, the spouses are free to arrange their matrimonial property regime as they see fit, as long as they do not include any clauses that are contrary to a mandatory rule, public policy or the requirement of having a coherent matrimonial property regime ([Article 2.3.1 of the Civil Code](#)).

### 4 What are the legal effects of divorce, separation or annulment on the matrimonial property?

In the event of divorce, separation or annulment of the marriage, the matrimonial property regime will be dissolved and the matrimonial property must be liquidated and divided up. How this is done depends on the applicable matrimonial property regime.

If the statutory regime is dissolved, the joint assets are automatically placed into 'post-community' joint ownership. Until the matrimonial property is liquidated and divided up, the rules of ordinary law on co-ownership apply ([Article 3.68 et seq. of the Civil Code](#)). In order to liquidate and ultimately divide up the matrimonial property, the precise composition of the three sets of assets must be determined ([Articles 2.3.41-2.3.50 of the Civil Code](#)).

If the general community of property regime is dissolved, the joint assets are also automatically placed into 'post-community' joint ownership. In cases where a strict separation of property regime is dissolved, it is merely a question of liquidating and dividing up any undivided assets. For such situations the Judicial Code (*Gerechtigd Wetboek/Code judiciaire*) lays down rules concerning (judicial) liquidation and division ([Articles 1205-1224 of the Judicial Code](#)). If certain 'adjustment mechanisms' have been included within a separation of property regime, or if the spouses have agreed to the possibility of an equitable adjustment by the court, these must naturally be applied.

### 5 What are the effects of death of one of the spouses on the matrimonial property regime?

Under matrimonial property law, if there are no other clauses in the marriage contract, the joint assets are divided in half. The surviving spouse therefore acquires full ownership of half of the joint assets.

Under inheritance law, the other half of the joint assets also passes into the full ownership of the surviving spouse, who also acquires the usufruct (the right to enjoy the use and benefits) of the personal assets of the spouse who has died first; this applies if the deceased leaves no children, but does leave brothers/half-brothers, sisters/half-sisters or parents/grandparents. If the deceased leaves children, they acquire bare ownership of the entire estate. However, the surviving spouse acquires the usufruct of it. If there are no children, brothers/half-brothers, sisters/half-sisters or parents/grandparents, the surviving spouse acquires full ownership of the entire estate. It is also possible to include specific clauses in the marriage contract that ensure the preferential treatment of the surviving spouse following a spouse's death ([Article 2.3.55 of the Civil Code](#)).

Under inheritance law the surviving spouse is also protected against gifts made by a predeceased spouse. A minimum share of the estate (reserved share) is mandatorily allocated to the surviving spouse, for example. In all cases, however, the surviving spouse at least receives the usufruct of half of the estate's assets. This half comprises, as a minimum, the usufruct of the immovable property that was being used as the main family home and the household effects it contains, even if the value of this usufruct exceeds half of the value of the usufruct of the estate ([Article 4.147 of the Civil Code](#)).

## 6 Which authority has the competence to decide in a case relating to a matrimonial property regime?

The family courts have the competence to decide in cases relating to matrimonial property regimes.

## 7 What are the effects of the matrimonial property regime on legal relationships between a spouse and a third party?

Each of the spouses has the right to dispose of their personal assets (Article 2.3.39 of the Civil Code), with the exception of the family home. This can never be sold or encumbered with a mortgage by one spouse without the other spouse's consent (Article 215(1) of the old Civil Code). The joint assets must be managed in the interests of the family. As a general rule, both spouses can manage the joint assets and carry out everyday acts, e.g. relating to the household and the upbringing of the children. In some cases such management is reserved exclusively for one spouse, for example if the acts relate to their profession (Article 2.3.31 of the Civil Code). With regard to acts that a spouse is entitled to carry out independently, the other spouse must respect the act in question (Article 2.3.30 of the Civil Code). When dealing with more serious matters both spouses must act jointly; this applies, for example, to taking out a mortgage loan or selling immovable property (Articles 2.3.32 and 2.3.33 of the Civil Code). If one spouse does not give their consent, the legal act can be declared void (Articles 2.3.36 and 2.3.37 of the Civil Code).

Debts that pre-date the marriage and debts arising from inheritances and gifts received during the marriage are personal (Article 2.3.23 of the Civil Code). In addition, debts entered into by one of the spouses in the sole interest of that spouse's personal assets are also personal (amongst other debts; for a full list see Article 2.3.24 of the Civil Code). Debts entered into by one of the spouses for the benefit of the household and the upbringing of the children are joint (amongst other debts; for a full list see Article 2.3.25 of the Civil Code).

In principle, each spouse is liable for their personal debts with their personal assets and income (Article 2.3.26(1) of the Civil Code). However, there are a number of exceptions to this rule (see Article 2.3.26(2) to (4) of the Civil Code). In the case of a debt entered into by both spouses, the debt can be recovered from the personal assets of each of the spouses and from the joint assets (Article 2.3.27 of the Civil Code). A debt entered into by one spouse only that falls into the category of joint debts can also, in principle, be recovered from the personal assets of each of the spouses and from the joint assets. However, there are also exceptions to this rule (see Article 2.3.28 of the Civil Code).

## 8 A short description of the procedure for the division, including partition, distribution and liquidation, of matrimonial property in this Member State.

A marriage contract that is dissolved is no longer effective. If the statutory regime is dissolved, the spouses, or the surviving spouse, must draw up an inventory of joint movable property and debts (Article 2.3.42 of the Civil Code).

First of all, each spouse acquires ownership of their personal assets. An account is also drawn up for each spouse of any compensatory payments owed between the joint assets and their personal assets. The liabilities and compensatory payments are then settled and the net assets are divided up (Article 2.3.43(1) of the Civil Code).

After this, the estate is divided, in principle into equal halves, unless stipulated otherwise (Article 2.3.50 of the Civil Code).

The matrimonial property regime can be liquidated by amicable arrangement. Property that has to be entered in the register of the competent office of the General Administration of Patrimonial Documentation (*Algemene Administratie van de Patrimoniumdocumentatie/Administration générale de la Documentation patrimoniale*) is divided by means of a notarial deed. If the spouses disagree about the liquidation of the matrimonial property regime and the division of the estate, the notary handling the liquidation, who is appointed in advance by the family court judge, draws up a report. The parties can give their approval to the notary's draft report. If they disagree with it, they must lodge an objection against the draft. In a judgment, the family court can then approve the liquidation statement, including the draft division of the estate, and dismiss the objections, or

decide that the objections are well founded (in full or in part).

## 9 What is the procedure and documents or information typically required for the purpose of registration of immovable property?

A transfer, by means of a notarial deed, is required in the register of the competent office of the General Administration of Patrimonial Documentation.

---

■ Last update: 08/10/2025

The national language version of this page is maintained by the respective EJN contact point. The translations have been done by the European Commission service. Possible changes introduced in the original by the competent national authority may not be yet reflected in the translations. Neither the EJN nor the European Commission accept responsibility or liability whatsoever with regard to any information or data contained or referred to in this document. Please refer to the legal notice to see copyright rules for the Member State responsible for this page.