Property consequences of registered partnerships

National rules relating to the division of the property of civil partnerships for couples that have an international element to their relationship, in cases of dissolution of the partnership or death

European Union citizens increasingly move across national borders to study, work or start a family in another EU country. This leads to an increased number of international couples, whether in a marriage or a registered partnership.

International couples are couples whose members have different nationalities, live in an EU country other than their own or own property in different countries. International couples, whether in a marriage or in a registered partnership, need to manage their property and, in particular, share it in case of divorce/separation or the death of one of the members.

EU rules help international couples in these situations. These rules apply in 18 EU countries: Sweden, Belgium, Greece, Croatia, Slovenia, Spain, France, Portugal, Italy, Malta, Luxembourg, Germany, the Czech Republic, the Netherlands, Austria, Bulgaria, Finland and Cyprus.

These rules determine which EU country’s courts should deal with matters concerning the property of an international couple and which law should apply to resolve these matters. The rules also simplify how judgments or notarial documents originating in one EU country should be recognised and enforced in another EU country.

Please select the relevant country’s flag to obtain detailed national information.

You should need additional information, please contact the authorities or a legal professional of the EU country concerned.

You can also consult the website http://www.coupleseurope.eu/en/home of the Council of Notariats of the European Union.

Property consequences of registered partnerships - Czech Republic

1. Are there different forms of "registered partnerships" in this Member State? Explain the differences between the different forms?

No. Czech legislation recognises only one form of registered partnership: that of the permanent association of two people of the same sex entered into in a manner defined by law.

2. Is there a statutory property regime for registered partnerships in this Member State? What does it provide? To which forms of "registered partnership" does it apply?

The property regime of registered partners is not subject to specific legal treatment. Registered partnerships do not give rise to joint property.

3. How can partners arrange their property regime? What are the formal requirements in this case?

The property regime of registered partners is not subject to specific legal treatment. Their property regime is subject to general rules on ownership, co-ownership and liabilities, irrespective of the fact that they are living in a registered partnership.

4. Are there restrictions on the freedom to arrange a property regime?

No, with the exception of the fact that registered partnerships may not give rise to joint property.

5. What are the legal effects of dissolution or annulment on the property consequences of the registered partnership?

A registered partner is the statutory first- and second-category heir of the deceased. In other respects the death of one of the registered partners has no effect on the property regime of the other.

6. What are the legal effects of death on the property consequences of the registered partnership?

The property regime of registered partners is not subject to specific legal treatment. In the event of disputes concerning assets and liabilities, the court has the power to act.

7. Which authority has the competence to decide in a case relating to the property consequences of the registered partnership?

The property regime of registered partners is not subject to specific legal treatment. Their property regime is subject to general rules on ownership, co-ownership and liabilities, irrespective of the fact they are living in a registered partnership.

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

The property regime of registered partners is not subject to specific legal treatment. If the former registered partners have joint ownership of property, they have joint liabilities, standard legal provisions on joint ownership and liabilities apply.

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

Legal proceedings establishing or transferring a right in rem to immovable assets, or proceedings amending or revoking such rights, must be in written form. If the transfer involves ownership of immovable assets that are entered in a public register, the change in ownership takes effect by means of an entry in that register.

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Property consequences of registered partnerships - Germany

Since the law introducing the right of same-sex persons to marry (Gesetz zur Einführung des Rechts auf Eheschließung für Personen gleichen Geschlechts) came into force on 1 October 2017, it is no longer possible to enter into registered partnerships in Germany. Same-sex couples can now enter into marriage in the same way as opposite-sex couples. Partnerships already registered can be converted into marriages. However, there is no obligation to do this; existing registered partnerships can continue in the same form as before.
Under the Law on Registered Partnerships (Gesetz über die Eingetragene Lebenspartnerschaft), same-sex couples were able to enter into registered partnerships in Germany from August 2001 to September 2017 inclusive. The legal consequences of a registered partnership were (and still are) largely modelled on the legal consequences of marriage.

Registered partners are subject to the property regime of community of accrued gains (Zugewinngemeinschaft) unless they agree otherwise by means of a registered partnership contract. The provisions on the statutory property regime for marriages apply mutatis mutandis to registered partnerships (Section 6 of the Law on Registered Partnerships). A different property regime (separation of property - Güter trennung or community of property - Gütergemeinschaft) may be established by means of the registered partnership contract (Section 7 of the Law on Registered Partnerships).

If the registered partners are separated, one of the registered partners can claim maintenance from the other in proportion to the living conditions, earning power and financial circumstances of both registered partners. The provisions on separation maintenance apply mutatis mutandis (Section 12 of the Law on Registered Partnerships). As regards maintenance after the end of the registered partnership, the provisions on post-marital maintenance and pension equalisation (Versorgungsausgleich) apply mutatis mutandis (Sections 16 and 20 of the Law on Registered Partnerships).

The parties can make their own arrangements regarding their finances and property. To that end, the majority of regional rules have a specific provision regarding marriage in conjunction with Sections 1568a and b of the Civil Code). The remarks concerning possible restrictions on the right of disposal apply mutatis mutandis.

If the partners choose community of property (Gütergemeinschaft) as their property regime, they must submit the notarial registered partnership contract to the land registry office and apply for rectification of the land register. In all other cases, that is, if the partners choose a property regime other than community of property, there is no need for land register rectification.

The family home and household goods can be divided during separation (Sections 13 and 14 of the Law on Registered Partnerships) or after dissolution of the registered partnership (Section 17 of the Law on Registered Partnerships in conjunction with Sections 1568a and b of the Civil Code).

If the partners choose community of property (Gütergemeinschaft) as their property regime, they must submit the notarial registered partnership contract to the land registry office and apply for rectification of the land register. In all other cases, that is, if the partners choose a property regime other than community of property, there is no need for land register rectification.

The statutory right of inheritance of a registered partner is equivalent to that of a spouse (Section 10 of the Law on Registered Partnerships).

A Family Court (Familiengericht) has the jurisdiction to hear cases concerning the property consequences of registered partnerships. Such cases constitute registered partnership matters, and the provisions governing divorce proceedings apply.

A person in a registered partnership is typically liable only for his or her own debts and only with his or her own assets, which is also the case under matrimonial property law. This excludes transactions for the reasonable coverage of the family’s everyday needs (Section 8(2) of the Law on Registered Partnerships in conjunction with Section 1357 of the Civil Code). The remarks concerning possible restrictions on the right of disposal apply mutatis mutandis.

The family home and household goods can be divided during separation (Sections 13 and 14 of the Law on Registered Partnerships) or after dissolution of the registered partnership (Section 17 of the Law on Registered Partnerships in conjunction with Sections 1568a and b of the Civil Code).

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The various sets of rules that exist do not contain specific provisions regarding finances or assets with respect to property purchased while the partners are in the non-marital partnership. The rules that apply to marital property do not apply to non-marital partnerships not even by analogy, meaning that, unless the couple in a non-marital partnership has made specific arrangements in an agreement (convenio), the relevant provisions will be those set out in the Civil Code (Código civil) or in the regional codes (códigos forales) for situations of common or joint ownership (condominios or comunidades de bienes) (392 et seq., of the Civil Code as regards general civil law) in the event the property belongs jointly (en común) to both members of the couple.

The parties can make their own arrangements regarding their finances and property. To that end, the majority of regional rules have a specific provision regarding the agreements that the parties may enter into. Most laws require such agreements to be in writing, although in some regions verbal agreements are allowed (Balearic Islands and Canary Islands).

For written agreements, the general rule is that public or private documents drawn up for that purpose are acceptable, and the different regional rules also allow the parties to make provision for financial compensation in the event that the relationship ends and there is a financial imbalance between the parties. In some regions, the agreement must be formalised by a notary. This is the case in Aragon, Cantabria, Catalonia, Extremadura, Galicia and Madrid.
Yes, there are restrictions on the freedom of contract. The scope of this restriction varies under the different regional rules. Generally speaking, any agreements that are contrary to mandatory laws or which fail to give each partner equal rights are considered null and void, as are those that are seriously detrimental to one of the partners. Some laws also specifically provide that agreements which have a purely personal subject-matter or which affect the privacy of the cohabitants are invalid. In addition, agreements must not harm third parties.

5 What are the legal effects of dissolution or annulment on the property consequences of the registered partnership?
The consequences of dissolving a non-marital partnership will depend primarily on any relevant agreements that the parties may have entered into. In some regions, the couple may have been able to make provision for financial compensation in the event of a future break-up where there was a financial imbalance between the partners. In any event, as regards joint property, the general civil and procedural rules will apply to its dissolution and liquidation. Regions such as Catalonia and Aragon require a court to approve financial compensation for one partner’s work in the household or work in the financial and professional interests of the other member of the couple.

6 What are the effects of death on the property consequences of the registered partnership?
Some Autonomous Communities allow the surviving partner to inherit from the deceased partner in the same way as a married couple. Furthermore, some Autonomous Communities recognise the right to inherit the shared household effects, to continue to use the shared residence for one year or to take over the rental contract for the residence.

7 Which authority has the competence to decide in a case relating to the property consequences of the registered partnership?
Judicial authorities have the power to determine the consequences of the separation with regard to property. In any event, no specific power exists by virtue of the existence of the non-marital partnership, as there does in the case of matrimonial property regimes (Articles 769 and 807 of the Code of Civil Procedure). Consequently, since it is a judicial power, distribution is governed by the general rules (Articles 50 et seq. of the Civil Code).

8 What are the effects of the property consequences of the registered partnership on legal relationships between a partner and a third party?
Generally speaking, the various regions have specific provisions in place regarding effects on third parties, in addition to the fact that some regions stipulate that non-marital partnerships must not undermine the rights of third parties. It is only in a few Autonomous Communities that both members of a couple are jointly and severally liable vis-à-vis third parties with respect to certain costs (as is the case in Andalusia).

9 A short description of the procedure for the division, including partition, distribution and liquidation, of the property of the registered partnership in this Member State.
No specific procedural rules are in place at national level or in the Autonomous Communities regarding the dissolution and liquidation of property belonging to couples in a non-marital partnership. In general, there will be a matrimonial joint property regime (undivided ownership by both partners) governed by Article 392 et seq. of the Civil Code, without prejudice to the provisions of the various civil law systems existing in Spain, and therefore liquidation will be in accordance with the general rules governing any undivided joint property (Article 400 of the Civil Code).

10 What is the procedure and documents or information typically required for the purpose of registration of immovable property?
Registration of immovable property requires execution of a public instrument before a notary. The registration procedure will depend on the provisions laid down in civil law and must be carried out in accordance with those provisions. If a partnership is registered and recognised in the administrative sphere only, without there being any consequences in civil law, the couple will be considered to be in a situation of ordinary co-ownership for registration purposes. In any event, the registration principles that apply to public or authentic documents will need to be observed.

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Property consequences of registered partnerships - France

1 Are there different forms of "registered partnerships" in this Member State? Explain the differences between the different forms?
In France, there is only one type of civil partnership: The Civil Solidarity Pact (pacte civil de solidarité), or PACS. It is defined in Article 515-1 of the Civil Code (Code civil) as ‘an agreement entered into by two natural persons of full age, of different sexes or of the same sex, to organise their life in common’. Registered partnerships have property consequences between partners and in relation to third parties. These are less wide-ranging than those of a matrimonial property regime and make allowance for the wishes of the partners. These property relationships are governed by a set of legal rules concerning powers, property ownership and the rights and obligations of partners during the PACS.

Partners are otherwise subject to a form of mandatory primary regime, regardless of the property regime chosen. In this regard, Article 515-4 of the Civil Code provides that partners commit themselves to cohabitation, as well as to material aid and mutual assistance. In addition, partners are in principle held jointly and severally liable to third parties for debts incurred by one of them for daily needs.

2 Is there a statutory property regime for registered partnerships in this Member State? What does it provide? To which forms of “registered partnership” does it apply?
Under French law, PACS partners can choose between two property regimes. Firstly, the ordinary law regime (in the absence of a specific agreement), i.e. separation of property together with a presumption of ownership in common in the absence of proof to the contrary. Thus, each partner continues to administer, enjoy and freely dispose of their own assets and each remains solely liable for personal debts incurred before or during the pact (Article 515-5 of the Civil Code). Only if it is proved that the asset is not the property of one of the partners will it be deemed to be owned by them jointly, half each. Secondly, partners may opt for an agreed regime of joint ownership of after-acquired property. Assets acquired together or separately in the course of the PACS are deemed to be owned by them jointly, half each (Article 515-5-1 of the Civil Code). However, certain assets specified in Article 515-5-2 of the Civil Code remain the exclusive property of each partner, for example monies received by each after the signature of the PACS and not used to acquire property, assets created and their ancillaries, personal assets, assets or portions of assets acquired with monies belonging to a partner before the registration of the initial or amending agreement, assets or portions of assets acquired with monies received by gift or inheritance and, finally, shares of assets acquired in a sale by auction of property owned in common by one of the partners in an undivided estate or from a gift.

For the record, the PACS is the only form of civil partnership in France.

3 How can partners arrange their property regime? What are the formal requirements in this case?
Partners may conclude their PACS agreement before a registrar (officier de l’état civil) or before a notary (notaire).

Article 515-3 of the Civil Code provides ‘that persons entering into a civil solidarity pact shall make a joint declaration to the registrar for the municipality in which they are establishing joint residence, or, where there is a serious impediment to their establishing such residence, before the registrar for the municipality in which one of the partners is resident’. On that occasion the partners present the agreement they have signed to the registrar.
The PACS agreement may also be concluded by notarial act. The notary drawing up the instrument then obtains the joint declaration, registers the pact and arranges the publication formalities (fifth paragraph of Article 515-3 of the Civil Code).

Partners may opt for a joint ownership of after-acquired property arrangement as defined in Article 515-5-1 of the Civil Code. Otherwise they will be governed by the statutory separation of property regime provided for in Article 515-5 of the Civil Code.

In the course of a PACS the partners might decide to amend or change the property regime in an amending agreement, which must be published in the same way as the original pact. This is to be handed over or sent to the registrar or notary who received the original document for registration (sixth paragraph of Article 515-3 of the Civil Code).

4 Are there restrictions on the freedom to arrange a property regime?

Unless otherwise stated in the agreement, the property regime for partners in a PACS is the separation of property regime. However, partners may expressly decide on the joint ownership of after-acquired property arrangement defined in Article 515-5-1 of the Civil Code. ‘Partners may opt in the original agreement or an amending agreement for joint ownership of assets they acquire, together or separately, from the time the agreements are registered. Those assets are then deemed to be jointly owned half each, without recourse by one partner against the other for an unequal contribution’.

Whichever regime is chosen, partners are also subject to a mandatory primary regime defining their rights and obligations to each other and to third parties. In this regard, Article 515-4 of the Civil Code provides that partners commit themselves to cohabitation, as well as to material aid and mutual assistance. In addition, partners are in principle held jointly and severally liable to third parties for debts incurred by one of them for daily needs.

5 What are the legal effects of dissolution or annulment on the property consequences of the registered partnership?

Article 515-7 of the Civil Code provides that the PACS is dissolved by the death of one of the partners or the marriage of the partners or one partner. In that case, the dissolution takes effect on the date of the event. It is also dissolved by joint declaration by the partners or a unilateral decision by one partner.

In the relationship between the partners, dissolution of the PACS takes effect on its date of registration. It is effective against third parties from the day on which the publication formalities have been completed.

Dissolution or annulment of the partnership entails liquidation of the property regime.

According to the tenth paragraph of Article 515-7 of the Civil Code, the partners are responsible for liquidating the rights and obligations arising from the PACS. A judge will only rule on the property consequences of the separation if they fail to reach an agreement.

Each partner recovers his or her personal property.

Jointly owned property is shared half and half, unless different contractual arrangements are made. In particular, there is nothing to prevent former partners continuing to own property in common.

Debts between partners are to be settled.

The provisions on preferential allocation by partition (Articles 831, 831-2, 832-3 and 832-4 of the Civil Code) are applicable between partners.

6 What are the effects of death on the property consequences of the registered partnership?

The death of one of the partners has the effect of dissolving the registered partnership on the day of death and entails liquidation of the property regime in accordance with the same arrangements as above.

Under the French law of inheritance, the surviving partner is not a legal heir. However, he or she may be appointed an heir in a will.

The survivor may claim a right to temporary possession for one year of the property actually occupied as his or her main residence on the date of death (as provided for in the first and second paragraphs of Article 763).

However, that right is not public policy and the deceased person may deprive the survivor of it in a will.

The survivor may also apply for preferential allocation of the family home when the deceased has made express provision for that in his or her will (second paragraph of Article 515-6 of the Civil Code).

7 Which authority has the competence to decide in a case relating to the property consequences of the registered partnership?

The family court judge (juge aux affaires familiales, JAF) has jurisdiction for co-ownership between partners in a PACS or cohabitees (Law No 2009-506 of 12 May 2009 on simplification of the law (loi n° 2009-506 du 12 mai 2009 sur la simplification du droit), Decree No 2009-1591 of 17 December 2009 on proceedings before the family court judge relating to matrimonial property regimes and ownership in common (décret n° 2009-1591 du 17 décembre 2009 relatif à la procédure devant le juge aux affaires familiales en matière de régimes matrimoniaux et d'indivisions), Circular CIV/10/10 of 16 June 2010 on the powers of the family court judge in respect of liquidation (circulaire CIV/10/10 du 16 juin 2010 sur les compétences du juge aux affaires familiales en matière de liquidation)).

8 What are the effects of the property consequences of the registered partnership on legal relationships between a partner and a third party?

According to the second paragraph of Article 515-4 of the Civil Code, which is applicable regardless of the property regime chosen by the partners, partners are held jointly and severally liable to third parties for debts incurred by one of them for daily needs. However, such joint and several liability shall not apply to expenditure that is manifestly excessive. Nor shall it apply if such debts were not incurred with the consent of both partners for hire purchase or loans, unless these are for small sums necessary for daily needs and the cumulative amount of the sums, in the case of multiple loans, is not manifestly excessive in the light of the household’s lifestyle.

According to the third paragraph of Article 515-5 of the Civil Code, the partner who individually owns a movable asset shall be deemed, in respect of a third party acting in good faith, to have the power to carry out any act of administration, enjoyment or disposal in respect of that asset.

9 A short description of the procedure for the division, including partition, distribution and liquidation, of the property of the registered partnership in this Member State

According to the tenth paragraph of Article 515-7 of the Civil Code, on dissolution of a PACS the partners are responsible for liquidating the rights and obligations arising from the PACS. A judge will only rule on the property consequences of the separation if they fail to reach an agreement.

The partnership may be amicable by settlement or through the courts. With an amicable settlement, a partition agreement is drawn up between the partners. This will be in the form of a notarial act if it relates to property requiring land registration. Partition will be arranged through the courts if the parties fail to reach agreement on the liquidation or distribution of property. The judge will rule on applications for continued joint possession or preferential allocation (Article 831 of the Civil Code).

If the parties were subject to the ordinary law property regime, i.e. separation of property, all assets that the partners were able to prove were owned by one or other partner will revert to their owner. Similarly, a partner’s personal debts will remain personal. On the other hand, assets that have not been proved to be the property of one or other partner are deemed to be jointly owned, half each.

If the partners had opted for an agreed regime of joint ownership of after-acquired property, the jointly owned assets are deemed to belong to each partner, half each. Accordingly, the jointly owned assets will be divided half and half between the partners, subject to the assets that remain the property of each (see above and Article 515-5-2 of the Civil Code).

The provisions on preferential allocation by partition (Articles 831, 831-2, 832-3 and 832-4 of the Civil Code) are applicable between partners.

10 What is the procedure and documents or information typically required for the purpose of registration of immovable property?
In the case of partition by amicable settlement of property subject to land registration (in other words immovable property), the deed of liquidation and partition must be received in notarised form.

Article 710-1 of the Civil Code stipulates that, ‘in order to give rise to land registration formalities, any act or right must be based on a notarised act received by a notary practising in France, a court decision or an authentic instrument from an administrative authority’.

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**Property consequences of registered partnerships - Malta**

1 Are there different forms of "registered partnerships" in this Member State? Explain the differences between the different forms?

The form of "civil partnership" provided for in Maltese law is that of the "civil union" according to the Civil Unions Act - Chapter 530 of the Laws of Malta. The registration of the partnership as a civil union is permissible between two persons of the same sex or of different sex. Once registered, the civil union has the corresponding effects and consequences in law of civil marriage. Partners in a civil union contracted prior to the coming into force of the Marriage Act Other laws (Amendment) Act, 2017 may, within 5 years from 1 September 2017, convert their civil union into marriage. Where a civil union is converted into marriage, the civil union shall end upon conversion, and the resulting marriage shall be deemed to have been in existence from the date when the civil union was formed.

2 Is there a statutory property regime for registered partnerships in this Member State? What does it provide? To which forms of "registered partnership" does it apply?

Since a civil union and a civil marriage produce the same legal effects, even property regimes are the same. The Maltese State allows parties who would like to enter into a civil union under Maltese law the freedom to choose the regime that will regulate their property. However, the principal matrimonial property regime in Malta is that of the Community of Acquests.

This regime operates by default by law in every union, unless the parties who have already contracted or are about to contract a union choose to have their matrimonial property regulated by another regime that does not go against the spirit of Maltese law. This other regime must be set up by means of a public deed.

Other types of matrimonial property regimes which exist in Malta and which also apply to civil unions are the Separation of Estates and the Community of Residue under Separate Administration.

The **Community of Acquests** as a statutory matrimonial property regime in Malta, provides that everything that is acquired by the parties after the partnership, forms part of the Community of Acquests and therefore belongs to both of them in equal shares. Maltese law specifically provides what shall form part of the Community of Acquests, and excludes donations, inheritances and the paraphernal property of each party.

The **Separation of Estates**, as another matrimonial property regime that the parties can choose instead of the Community of Acquests, provides that each party has the right to have absolute control over and administer property acquired before and after the union, without requiring the consent of the other party.

The **Community of Residue under Separate Administration** as another matrimonial property regime that the parties can choose instead of the Community of Acquests, provides that each party to the partnership has the right to acquire, maintain and administer property bought in his or her own name as exclusive owner of the said property. However, under this regime, the parties are not precluded from acquiring property together, which property would have to be administered jointly by the parties.

3 How can partners arrange their property regime? What are the formal requirements in this case?

Under the **Community of Acquests regime**, the general rule is that both parties are obliged to regulate and administer their matrimonial property jointly.

However, with regard to this particular regime, Maltese law distinguishes between ordinary administration, that is those acts which can be carried out by one of the partners in the partnership on his or her own, and extraordinary administration, that is acts that are carried out by the parties jointly. Maltese law lists only acts of extraordinary administration, therefore that which is not expressly mentioned by law, must be considered to constitute an act of ordinary administration. Therefore a formal requirement that must always be complied with for the good operation of the regime of the Community of Acquests, is the consent of both parties to the partnership. In cases where the consent of the parties for a deed of transfer or of creation of a real or personal right over movable and immovable property was not given, the deed may be annulled on the request of the party withholding its consent.

Under the **Separation of Estates regime**, the general rule is that each party in the partnership has the right to regulate and administer the property in his or her name without the consent of the other party.

Under the **Community of Residue under Separate Administration regime**, the general rule is that when one of the parties to the partnership chooses to acquire alone, he or she may do so without first having to obtain the consent of the other party, and the former will have the right to regulate and administer said acquisition on his or her own. Whereas when both parties to the partnership make a joint purchase, both would have given their consent and therefore both have the right to regulate and administer said purchase jointly.

4 Are there restrictions on the freedom to arrange a property regime?

Under the **Community of Acquests regime**, the partners are obliged to act jointly. Therefore they are not free to regulate and administer alone, except for those acts of ordinary administration that do not require the consent of both parties.

On the other hand, under the **Separation of Estates regime**, each partner is free to do as he or she sees fit with the property in his or her name without any interference from the other party.

Under the **Community of Residue under Separate Administration regime**, where one of the parties to the agreement makes a purchase without the consent of the other, the acquiring party is free to regulate the regime without restrictions. However, if the parties acquire property jointly, they can only act jointly where the joint purchase is concerned.

5 What are the legal effects of dissolution or annulment on the property consequences of the registered partnership?

Under the **Community of Acquests regime**, the law clearly provides that this regime becomes effective from the date of marriage and ends upon death of one of the spouses or upon the dissolution of the marriage. The law also provides that in case of personal separation of the spouses, the legal division of the estate may be requested.

Under the **Community of Residue under Separate Administration regime**, the law stipulates that it terminates, amongst others, upon the dissolution of the marriage and the legal separation of the spouses.

However, under the **Separation of Estates regime**, where the spouses have ended their marriage, separated or annulled their marriage, they continue to regulate and administer the assets acquired in their own name.

This also applies in case of registered partnerships.
Therefore the effects of divorce, separation or annulment on matrimonial property are such that all that was acquired during the marriage is divided between the parties either by way of an amicable settlement or via a judgement of the competent Court.

6 What are the effects of death on the property consequences of the registered partnership?

Upon death of one of the parties, Maltese succession law will only apply if Malta has jurisdiction and the main factor to be taken into consideration is whether the party died testate or intestate.

7 Which authority has the competence to decide in a case relating to the property consequences of the registered partnership?

The competent authority to decide on matters regarding matrimonial property regimes is the Civil Court (Family Section).

8 What are the effects of the property consequences of the registered partnership on legal relationships between a partner and a third party?

Once the matrimonial property regime takes effect over the partnership, it gives rise to a legal relationship between the partners and third parties, where applicable. Third parties have the right to exercise their legal rights against both partners jointly or separately, as the case may be, depending on with whom they entered into a contract or incurred a debt.

9 A short description of the procedure for the division, including partition, distribution and liquidation, of the property of the registered partnership in this Member State.

The procedure for division of property normally takes place at the stage where the parties have initiated separation or divorce proceedings. Before having recourse to the competent Court, these types of procedures require the parties to start mediation proceedings, where the mediator is tasked with trying to reconcile the parties.

If the mediation is successful, the partners may separate in an amicable way where they agree on their reciprocal rights, on their rights over the children and concerning the division of matrimonial property, via a public deed that is scrutinised by the competent Court which makes sure that the rights of the parties are balanced. After being approved by the competent Court this contract is notarised and registered for legal effect for all intents and purposes, including with regard to third parties.

If the mediation is not successful and the parties do not come to an amicable agreement, they must initiate the appropriate proceedings before the competent Court, where they plead for the dissolution of the matrimonial property regime so that the matrimonial estate may be divided between them. Once the judgement of the competent Court becomes res judicata, said judgement is registered for legal effect, for all intents and purposes at law, including with regard to third parties.

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

For immovable property to be registered in Malta, the Notary Public who drew up the contract presents a note of notarisation to the Public Registry for this purpose. As soon as the note of notarisation is entered, the immovable property is registered and the contract is legally binding on the parties to the contract as well as vis-à-vis third parties.

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Property consequences of registered partnerships - Austria

1 Are there different forms of "registered partnerships" in this Member State? Explain the differences between the different forms?

In addition to the institution of marriage, in Austria there is also the institution of registered partnership under the Registered Partnership Act (Eingetragene Partnerschaft-Gesetz, EPG).

In its judgment of 4 December 2017, the Constitutional Court abolished the differing regulations for opposite- and same-sex couples. Since 1 January 2019, same-sex couples can enter into a marriage in Austria. Similarly, opposite-sex couples can now enter into a registered partnership (previously reserved for same-sex couples).

The rules governing registered partnerships differ only slightly from the rules for marriages, e.g. as regards the minimum age (18 years; ‘certificate of no impediment to marriage’ not required from the age of 16) and as regards dissolution (permitted once the partners have been separated for three years; for marriages, a six-year period is provided for in exceptional cases).

2 Is there a statutory property regime for registered partnerships in this Member State? What does it provide? To which forms of "registered partnership" does it apply?

As is the case for marriage, the default property regime for registered partnerships is separation of property (Gütertrennung) (Section 1217(2) in conjunction with Section 1233 of the Austrian Civil Code, Allgemeines Bürgerliches Gesetzbuch). Each registered partner retains the property he or she brought into the partnership and is the sole owner of the property he or she acquires. Each registered partner is also the sole creditor to his or her debtors and the sole debtor to his or her creditors.

3 How can partners arrange their property regime? What are the formal requirements in this case?

In a registered partnership can regulate their property regime by means of a registered partnership agreement under the same conditions as married couples. The parties can choose a different property regime from the default one by means of a contractual agreement. Such agreements require a notarial deed in order to be valid (Section 1 of the Notarial Deed Act, Notariatsaktgesetz).

4 Are there restrictions on the freedom to arrange a property regime?

In terms of substance, the rules are the same as those governing marriage.

5 What are the legal effects of dissolution or annulment on the property consequences of the registered partnership?

In terms of substance, the rules are the same as those governing marriage (Sections 24 et seq. of the Registered Partnership Act).

6 What are the effects of death on the property consequences of the registered partnership?

In terms of substance, the rules are the same as those governing marriage (Sections 24 et seq. of the Registered Partnership Act).

7 Which authority has the competence to decide in a case relating to the property consequences of the registered partnership?

In terms of substance, the rules are the same as those governing marriage.

8 What are the effects of the property consequences of the registered partnership on legal relationships between a partner and a third party?

In terms of substance, the rules are the same as those governing marriage.

9 A short description of the procedure for the division, including partition, distribution and liquidation, of the property of the registered partnership in this Member State.

In terms of substance, the rules are the same as those governing marriage.

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

An application for entry of the property right in the land register must be filed with the District Court in whose jurisdiction the immovable property to be registered is located.
The application must be filed in writing and signed by the applicant. In principle, the signature need not be certified unless a registration declaration (Aufsandsungserklärung) is included in the application.

A public or private document containing the legal grounds for acquisition of the property (e.g. a purchase contract) and bearing the certified signatures of the parties must accompany the application. In addition to the exact details of the property, private documents must include a registration declaration (Aufsandsungserklärung).

The registration declaration is an explicit declaration of consent to registration (entry in the land register) by the person whose right is being restricted, encumbered, nullified or transferred to another person (the seller, in the case of a purchase contract). The registration declaration must be certified by a court or notary and signed by the contracting party. The registration declaration can also be submitted as part of the application for entry of the property right in the land register. In this case, the signatures of the application must be certified by a court or notary.

A tax compliance certificate (steuerrechtliche Unbedenklichkeitsbescheinigung) in line with Section 160 of the Federal Tax Code (Bundesabgabeordnung) must also accompany the application. The certificate constitutes the confirmation from the Tax Authority that there are no obstacles to entry of the property right in the land register in terms of taxes due.

If the application is drafted by a lawyer or a notary, it must be filed electronically. In this case, the enclosures must be placed in an electronic document archive. The tax compliance certificate from the Tax Authority can then be replaced by a self-assessment declaration drafted by the lawyer or notary.

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Property consequences of registered partnerships - Portugal

1 Are there different forms of "registered partnerships" in this Member State? Explain the differences between the different forms?

The answer to this question is determined by the answer to question 1.

2 Are there statutory property regimes for registered partnerships in this Member State? What does it provide? To which forms of "registered partnership" does it apply?

The answer to this question is determined by the answer to question 1.

3 How can partners arrange their property regime? What are the formal requirements in this case?

The answer to this question is determined by the answer to question 1.

4 Are there restrictions on the freedom to arrange a property regime?

The answer to this question is determined by the answer to question 1.

5 What are the legal effects of dissolution or annulment on the property consequences of the registered partnership?

The answer to this question is determined by the answer to question 1.

6 What are the effects of death on the property consequences of the registered partnership?

The answer to this question is determined by the answer to question 1.

7 Which authority has the competence to decide in a case relating to the property consequences of the registered partnership?

The answer to this question is determined by the answer to question 1.

8 What are the effects of the property consequences of the registered partnership on legal relationships between a partner and a third party?

The answer to this question is determined by the answer to question 1.

9 A short description of the procedure for the division, including partition, distribution and liquidation, of the property of the registered partnership in this Member State.

The answer to this question is determined by the answer to question 1.

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

The answer to this question is determined by the answer to question 1.

Property consequences of registered partnerships - Slovenia

1 Are there different forms of "registered partnerships" in this Member State? Explain the differences between the different forms?

Registered partnerships do not form part of the Slovenian legal system.

The Family Code (Družinski zakonik) of the Republic of Slovenia governs cohabitation, which is defined in Article 4 as a long-term relationship between a man and a woman who are not married, where there are no grounds that would prevent them from being married. Under the Family Code, cohabitation has the same legal consequences for their relationship as if they were married, but may have legal consequences in other areas, where provided for by law.

If a decision on a right or obligation depends on the existence of a long-term relationship as referred to in the previous paragraph, the question of whether such a relationship exists is decided in the procedure for establishing the right or obligation. The decision on that question has a legal effect only with respect to the matter on which the question was settled.

2 Is there a statutory property regime for registered partnerships in this Member State? What does it provide? To which forms of "registered partnership" does it apply?


No, there is only one form of registered partnership – for same-sex couples. However, the possibility of registering partnerships was abolished in 2009, following amendments to the Swedish Marriage Code enabling same-sex couples to marry under the same conditions as different-sex couples. The provisions of the Marriage Code apply equally to both same-sex and different-sex couples. But partnerships registered before 2009 remain valid until dissolved by the parties or, upon the request of the parties, converted into a marriage.

2 Is there a statutory property regime for registered partnerships in this Member State? What does it provide? To which forms of “registered partnership” does it apply?
The same rules apply to registered partnerships as to married couples.

3 How can partners arrange their property regime? What are the formal requirements in this case?
The same rules apply to registered partnerships as to married couples.

4 Are there restrictions on the freedom to arrange a property regime?
The same rules apply to registered partnerships as to married couples.

5 What are the legal effects of dissolution or annulment on the property consequences of the registered partnership?
The same rules apply to registered partnerships as to married couples.

6 What are the effects of death on the property consequences of the registered partnership?
The same rules apply to registered partnerships as to married couples.

7 Which authority has the competence to decide in a case relating to the property consequences of the registered partnership?
The same rules apply to registered partnerships as to married couples.

8 What are the effects of the property consequences of the registered partnership on legal relationships between a partner and a third party?
The same rules apply to registered partnerships as to married couples.

9 A short description of the procedure for the division, including partition, distribution and liquidation, of the property of the registered partnership in this Member State.
The same rules apply to registered partnerships as to married couples.

10 What is the procedure and documents or information typically required for the purpose of registration of immovable property?
The same rules apply to registered partnerships as to married couples.

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