General information - Estonia

Please note that the original language version of this page et has been amended recently. The language version you are now viewing is currently being prepared by our translators.

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1 How is the disposition of property upon death (will, joint will, agreement on succession) drawn up?

A testator may draw up the disposition of property in the event of death by way of a will or agreement as to succession. The will may be notarial or domestic. A testator may revoke the will or a part of the will at any time by a later will or agreement as to succession. This does not apply to a reciprocal will of spouses, as special rules govern changes to and revocation of such wills.

Notarial wills

A notarial will is a notarially authenticated will or a will that was prepared by the testator and deposited with a notary in a sealed envelope for storage.

In a notarial will, a notary notarises a will he or she has prepared according to the testator's testamentary disposition, or the testator prepares the will and submits it to the notary for notarisation. A notarial will must be signed by the testator in the presence of the notary.

A notarially authenticated will may also be drawn up by a juvenile of at least 15 years of age. Such a juvenile testator does not require consent from his or her legal representative.

In the case of a will deposited with a notary for safekeeping, the testator personally hands the notary his or her testamentary disposition in a sealed envelope, declaring to the notary that it is his or her will. In such a case, the notary draws up a notarial deed regarding the fact that the will has been deposited, and the deed is signed by the testator and the notary. The testator may at any time retrieve a will deposited with a notary. In such a case, the notary draws up a notarial deed concerning the fact that the will has been retrieved, and the deed is signed by the testator and the notary.

There are no time limits on the validity of notarial wills, i.e. they remain in force until changed or revoked.

Domestic wills

A domestic will is either a will signed in the presence of witnesses or a holographic will.

The text of a domestic will signed before witnesses does not have to be prepared by the testator (nor does it have to be handwritten), but it must be signed in the presence of at least two witnesses of active capacity, and the date and year on which the will was made must be recorded in the will. The witnesses must be present at the signing simultaneously. The testator must notify the witnesses that they have been called as witnesses to the making of a will and that the will represents his or her testamentary disposition. The witnesses are not required to know the content of the will. Immediately after the testator has signed the will, the witnesses also sign the will. The witnesses confirm with their respective signatures that the testator has signed the will him or herself and that to the best of their understanding the testator has active capacity and the capacity to exercise will. A person may not serve as a witness if his or her ascendants or descendants, siblings and their descendants, and spouse and his or her ascendants and descendants benefit from the will being made.

A holographic domestic will must be written by the testator in his or her own handwriting from start to finish (it may not be typed, printed out or otherwise mechanically prepared), and the date and year on which the will was made must be recorded in the will. A holographic will is to be signed personally by the testator.

The testator may keep a domestic will or give it to another person for safekeeping.

A domestic will becomes invalid six months after it is made if the testator is still alive. If the domestic will does not specify the date or year on/in which it was made, and it is not possible to determine in any other manner the time at which it was made, the will is void.

Reciprocal will of spouses

A reciprocal will of spouses is a will made jointly by spouses, in which they name each as the other's heir or make other dispositions of the estate in the event of their death.

In a reciprocal will of spouses in which each indicates the other spouse as sole heir, the spouses may designate to whom the share of the estate of the surviving spouse will be transferred upon death.

A reciprocal will of spouses must be notarially authenticated. The notary prepares this type of will in accordance with the testamentary disposition of the spouses, and the spouses must sign it in the presence of the notary.

A disposition in a reciprocal will of spouses may be revoked by either spouse while both spouses are alive. A will whereby the said disposition is revoked must be notarially authenticated. The disposition shall be considered revoked when the other spouse has received a notice, transmitted by notarial procedure, regarding revocation of the disposition. After the death of one spouse, the surviving spouse may only revoke his or her disposition if he or she waives the share of the estate willed to him or her on the basis of the reciprocal will.

A reciprocal will of spouses becomes void if the marriage terminated prior to the death of the testator. It also becomes void if the testator had, before his or her death, filed for divorce in a court or provided written consent for a divorce, or was entitled to seek annulment of the marriage and had filed such a request in court.

Agreements as to succession

An agreement as to succession is an agreement between the testator and another person, whereby the testator names the counterparty or another person as heir and specifies a legacy, testamentary obligation or testamentary direction. An agreement as

to succession may also be concluded by the testator and his or her intestate heir concerning the fact that the intestate heir waives succession.

An agreement as to succession may also contain unilateral dispositions issued by the testator; in such a case, the provisions specified in the will are applied in regard to the dispositions.

Agreements as to succession must be prepared and authenticated by a notary. Agreements as to succession are signed in the presence of a notary.

An agreement as to succession or disposition contained therein may be cancelled or revoked while the parties are still alive by a notarially authenticated agreement between the individuals or by a new agreement as to succession.

In addition, it is possible to withdraw from the agreement as to succession. The testator may withdraw from the agreement as to succession if the right of withdrawal has been agreed in the agreement as to succession. Withdrawal may also occur if the entitled person has committed a crime against the testator, his or her spouse or ascendant or a descendant of the testator, or if the counterparty is in intentional breach of his or her right arising from legislation to provide maintenance support to the testator. The testator also has the right of withdrawal in a situation where a party to the agreement as to succession who is obliged to discharge recurring obligations to the testator during his or her lifetime – above all, ensuring maintenance support – intentionally and in material extent violates such an obligation. Withdrawal from the agreement as to succession takes place by way of making a notarially authenticated declaration to the counterparty. In the case of a reciprocal agreement as to succession, if the right of withdrawal is agreed upon in the agreement as to succession, the entire contract becomes void if one party withdraws, unless otherwise specified in the agreement as to succession. The right of withdrawal from a reciprocal agreement as to succession is extinguished upon the death of one of the parties. After the death of a party, the surviving party to the agreement as to succession may only revoke his or her disposition if he or she waives the estate allocated to him or her under the agreement as to succession.

2 Should the disposition be registered and if yes, how?

Notarial wills and agreements as to succession are always registered in the succession register on the working day following the notarisation of the notarial deed. In addition, notaries are required to register in the succession register all changes to agreements as to succession, agreements on termination of agreements as to succession and declarations of withdrawal of agreements as to succession. Violation of the registration obligation does not affect the validity of the will.

The making of a domestic will can be registered in the succession register by the testator or any person who has the information regarding the domestic will and has been asked by the testator to make the entry. It is not compulsory for domestic wills to be registered in the succession register.

Notarial wills and agreements as to succession are registered in the succession register by the notary who authenticated the will or agreement as to succession or with whom the will has been deposited. To do so, the notary shall make an entry in the succession register or submit a notice to that effect to the register. From 1 January 2015, notaries no longer submit notices to the succession register, instead amending the succession register data by way of entries to that effect.

Data on domestic wills may be entered into the succession register via the state portal http://www.eesti.ee/ by any person who knows of the making of the will and has been asked to make the relevant entry.

3 Are there restrictions on the freedom to dispose of property upon death (e.g. reserved share)?

There are generally no restrictions on the making of wills, nor is the testator’s own right of disposal generally restricted if he or she has made a will.

Freedom of testation is restricted by the institution of reserved share, which restricts the testator’s freedom to leave his or her property to the heirs of his or her liking. If a testator has by a will or agreement as to succession disinherited a descendant, parents or spouse who is entitled to succeed in intestacy and with respect to whom the testator bears, at the time of his or her death, a maintenance obligation arising from the Family Law Act or a testator has reduced their shares of the estate compared to their shares according to intestate succession, they are entitled to claim a reserved share from the heirs. The recipient of the reserved share thus has a claim against the heirs under the Law of Obligations Act. The claim lies in the fact that the person entitled to receive the reserved share may demand the payment of a monetary amount equal to the reserved share based on the value of the estate. The person who realises the right to reserved share is not an heir. The amount of the reserved share is half of the value of the share of the estate that an heir would have received in the event of a succession under law, had all of the legal heirs accepted the estate.

4 In the absence of a disposition of property upon death, who inherits and how much?

If the testator did not leave a valid will or agreement as to succession, succession is considered intestate and is governed by law. If a testator's will or agreement as to succession was not made regarding all of his or her property, succession for the part not covered occurs in accordance with the law. The intestate heirs are the spouse and relatives of the testator; succession takes place on three levels. The spouse succeeds in intestacy together with intestate heirs.

The first in line are the testator’s descendants (children, adopted children, grandchildren, etc.). Alongside the first-order heirs, the spouse inherits an amount equal to the share of a child of the testator, and no less than one-quarter of the estate.

If there are no first-order heirs, second in line are the parents of the testator and their descendants (brothers and sisters of the testator). If both parents of the testator are alive at the time of the opening of succession, they succeed to the entire estate in equal parts. If the father or mother of the deceased is not alive at the opening of the succession, the children, adopted children and grandchildren, etc. of the deceased parent take his or her place. Alongside the second-order heirs, the spouse succeeds to half of the estate.

If there are no second-order heirs, third in line are the grandparents of the testator and their descendants (i.e. the testator’s aunts and uncles). If all of the grandparents of the testator are alive at the time of the opening of succession, they succeed to the entire estate in equal parts. If a paternal or maternal grandparent of the testator is not alive at the opening of the succession, their place is taken by the children, adopted children and grandchildren, etc. of the deceased grandparent. If there are none, the other grandparent on the same side of the family succeeds to his or her share. If the other grandparent is also deceased, his or her children, adopted children and grandchildren, etc. succeed to the estate. If either both paternal grandparents or both maternal grandparents of the testator are deceased at the opening of the succession and they have no descendants, the grandparents of the other side of the family and their children, adopted children and grandchildren, etc. of the deceased grandparent take their place. The provisions pertaining to first-order heirs are applied to descendants who take the place of their parents as heirs.

If the testator was married and had no first-order or second-order heirs, the spouse inherits the entire estate.

If the testator had no intestate heirs or spouse, the local government of the place in which the succession was opened is the legal heir. The place where the succession was opened is the last place of residence of the testator. If the testator’s last permanent place of residence was a country other than Estonia, but Estonian law is to be applied to the succession, the intestate heir is the Republic of Estonia.

5 What type of authority is competent:

5.1 in matters of succession?

In Estonia, succession proceedings are carried out by the Estonian notary where the succession proceedings were initiated. The notary makes an entry in the succession register that proceedings have been initiated.

5.2 to receive a declaration of waiver or acceptance of the succession?

Declarations of acceptance and refusal of succession must be presented to the notary who is processing the succession matter. Declarations may also be notarially authenticated by another notary who will then forward the declaration to the notary who is carrying out the proceedings.

Consular officials with special qualifications and working in Estonian foreign representations may also certify declarations of acceptance or waiver of succession. The consular officials are obliged to forward such declarations they certify to the notary processing the succession matter.

5.3 to receive a declaration of waiver or acceptance of the legacy?

The system for legacy gives legatees the right to demand that the executor of the legacy transfers the object of the legacy. To receive the legacy, the legatee must submit a claim of execution of legacy to the executor of the legacy. The testator may impose the execution of the legacy as an obligation for the heir or another legatee. If the testator has not appointed an executor for the legacy, the heir shall act as executor.

As the provisions on acceptance or waiver of succession are applied to the acceptance and waiver of a legacy, the consequence of failure to submit a declaration of waiver of legacy during the waiver term is acceptance of the legacy. If the legatee wishes to waive the legacy, the waiver declaration must be submitted within the waiver term set forth in law, which is three months following the testator’s death and of learning that one has a right to receive a legacy.

As part of succession proceedings, the notary shall contact all the legatees named in the will and inform them of their rights to the legacy. Before the submission of the claim of execution of legacy, the legatee has the right to obtain information regarding the legacy. Analogous to acceptance of succession, the declaration of acceptance or waiver of legacy is irrevocable. In order to

substantiate his or her rights, the legatee has the right to apply to the notary who is processing the succession matter for a certificate (certificate of legatee) regarding a claim arising from a legacy.

If the legacy is in the form of real estate or some other object where a sale transaction must be notarially authenticated, the contract on transfer of legacy between the executor of the legacy and the legatee must also be notarially authenticated.

A legatee who is an heir has the right to the legacy even if he or she waives succession.

5.4 to receive a declaration of waiver and acceptance of a reserved share?

A reserved share is a monetary claim against an heir under the law of obligations and is to be presented to the heirs. The right to receive a reserved share arises upon opening of succession. An application does not have to be filed with a notary in order to receive a reserved share.

If a testator has by a will or agreement as to succession disinherited a descendant, parent or spouse who is entitled to succeed in intestacy and with respect to whom the testator bears, at the time of his or her death, a maintenance obligation arising from the Family Law Act, or a testator has reduced their shares of the estate as compared to their shares according to intestate succession, they are entitled to claim a reserved share from the heirs.

The notary shall, on the basis of a notarially authenticated application of an heir, executor of a will, or person entitled to receive a reserved share, authenticate the certificate regarding claim of reserved share – also known as the certificate of recipient of reserved share. The certificate on the recipient of reserved share shall set out the recipient and the size of the reserved share as a legal share of the estate.

The right to reserved share may be waived by an agreement as to succession entered into by the testator and the person entitled to succeed. The contract must be notarially authenticated.

6 Short description of the procedure to settle a succession under national law, including the winding-up of the estate and sharing out of the assets (this includes information whether the succession procedure is initiated by a court or other competent authority on its own motion)

Upon opening of succession – i.e. upon the death of the testator– the estate passes to the heirs, who may be heirs by agreement as to succession, testate heirs or intestate heirs.

To determine eligibility to inherit, succession proceedings may be launched by an heir, testator’s creditor, legatee or other person entitled with regard to the estate. A person wishing to open proceedings must contact a notary; the notary shall prepare and notarially authenticate an application for this purpose. The proceedings can only be carried out by one notary; thus if succession proceedings have already been initiated by application to one notary, the notary who accepted the later application will forward it to the notary carrying out the succession proceedings.

The heir may either accept or waive the legacy. The term for waiver of right of succession is three months. This period begins to elapse from the moment at which the heir learns or should have learned of the death of the testator and his or her right of succession. If the heir does not waive the estate during that time, he or she is considered to have accepted succession. In order to accept the estate, the heir may also apply before the said term to the notary processing the succession case.

The decision of the heir to accept or waive succession is irreversible. After renouncing succession, it can no longer be accepted; after accepting succession, it can no longer be waived. This principle also applies to acceptance and waiver of legacy – with the exception that legatees who are also heirs have the right to the legacy even if they have waived succession.

Declarations of acceptance and refusal of succession must be notarially authenticated.

7 How and when does one become an heir or legatee?

Succession is opened upon the death of the individual. Upon opening the succession, the succession passes to the heir. The basis of succession is law or the last will of the testator, expressed in a will or agreement as to succession. Right of succession under agreement as to succession is preferred to testate right of succession, and both of these are preferred to intestate right of succession.

No separate application needs to be submitted in order to receive the succession. Upon acceptance of succession, all of the rights and obligations of the testator pass to the heir, except those that are by nature integrally connected to the person of the testator or which by law are not transferable. If the heir accepts succession, the ownership of the objects making up the estate shall be considered transferred retroactively of the date of opening of succession. If the succession was accepted by more than one heir (co-heirs), the estate belongs to them jointly.

Every person of legal capacity is worthy to succeed – this includes natural persons alive at the time of the death of the testator, and legal persons that existed at that time. A child who is live-born after the opening of succession is considered worthy to succeed upon opening of succession if the child was conceived before the opening of the succession. A foundation established on the basis of will or agreement as to succession shall be considered to have existed at the time of opening of succession if it later acquires rights as a legal person.

A surviving spouse has no right of succession or right to the preferential share if the testator had filed for divorce before death or demanded written consent for divorce, or was entitled at the time of his or her death to seek annulment of the marriage and had filed such a request to a court.

A parent who has been completely deprived of custody may not be the legal heir of a child.

A person who meets any of the following conditions is not worthy to succeed:

- intentionally and unlawfully caused or attempted to cause the death of the testator,
- intentionally and unlawfully placed the testator in a situation in which the testator was incapable of expressing or revoking his or her testamentary intention;
- by duress or deceit hindered the testator from making or altering a testamentary disposition or in the same manner induced the testator to make or revoke a testamentary disposition if it was no longer possible for the testator to express his or her actual testamentary intention,
- intentionally and unlawfully removed or destroyed a will or agreement as to succession if it was no longer possible for the testator to renew it,
- falsified the will made by the testator or the agreement as to succession or a part thereof.

Under Estonian law, a recipient of a reserved share is not considered to be an heir; the recipient of a reserved share has a payable claim against the heir under the law of obligations. The right to claim a reserved share from the heirs arises if a testator has by a will or agreement as to succession disinherited a descendant, parent or spouse who is entitled to succeed in intestacy and with respect to whom the testator bears, at the time of his or her death, a maintenance obligation arising from the Family Law Act, or a testator has reduced their shares of the estate as compared to their shares according to intestate succession. The amount of the reserved share is half of the value of the share of the estate that the heir would have received in the event of an intestate succession, had all of the legal heirs accepted the estate.

Succession proceedings may be launched by an heir, testator’s creditor, legatee or other person entitled with regard to the estate, on the basis of a notarially authenticated application. Succession proceedings are carried out by the Estonian notary at whose office the succession proceedings were initiated and who is entered into the succession register as the executor of succession proceedings. The proceedings can be carried out by one notary; thus if succession proceedings have already been initiated by application to one notary, the notary who accepted the later application will forward it to the notary carrying out the succession proceedings. A notary shall authenticate a succession certificate if sufficient proof is provided concerning the right of succession of an heir. If there are multiple heirs, the notary shall indicate the size of the share of the estate of each heir.

The heir may either accept or waive the succession. If a person entitled to succeed does not waive succession within three months of the moment he or she learned or should have learned of his or her right to succession, he or she is considered to be have accepted succession. A person who waives succession avoids the legal consequences related to the succession.

8 Are the heirs liable for the deceased's debts and, if yes, under which conditions?

Yes, an heir is obliged to perform all of the testator’s obligations. If the estate is insufficient, an heir shall perform the obligations out of the heir's own property unless the heir has, after making an inventory, performed the obligations pursuant to the procedure provided by law, the estate has been declared bankrupt or the bankruptcy proceedings have been terminated by abatement without declaring bankruptcy.

If an heir requests an inventory of the estate, the heir’s creditors are forbidden to satisfy the claims for payment thereof against the heir out of the estate until an inventory has been made, but not longer than until expiry of the term of the inventory.

After the inventory has been made, the heir’s liability for obligations related to the estate is limited to the value of the estate.

9 What are the documents and/or information usually required for the purposes of registration of immovable property?

If the testator owned immovable property, the entry in the land register becomes invalid upon his or her death, considering that the person entered in the land register as the owner of the real right is not the person to which the real right (in substantive law) actually belongs, as all of the assets of the testator pass to another person – the heir – upon opening of succession.

To enter the heir or heirs into the land register, a registration application from the new owner of the real right must be submitted, and a document substantiating legal succession - the succession certificate – must be appended.

If the real right has been transferred to a community of co-heirs, the declaration of one co-heir is sufficient to correct the entry, and the other heirs are not considered pertinent, i.e. their consent is not necessary for the entry, because an heir cannot prevent a title that has already been transferred to him or her from becoming visible in the land register. The same principle applies if a part of a community of co-heirs is transferred.

Legislation sets forth special requirements if, in accordance with the succession certificate, the category of spouses' property relations was joint ownership. In such a case, every specific object may be both joint property and separate property, and this matter cannot be resolved in the course of authentication of the succession certificate.

In addition, legislation sets forth exceptions for the situation in which the heirs have divided the estate for the purpose of dissolving the community, determining what items or parts thereof, or rights and obligations comprising the estate will be retained by every co-heir and immovable property comprising the estate is to be retained by a specific co-heir.

If the testator was never married, the following must be submitted in order to correct the data in the land register:

- a succession certificate,
- a registration application, notarially authenticated or digitally signed; a registration application to be digitally signed is to be prepared and submitted to the land registration department via the land registration portal (https://kinnistuportaal.rik.ee/KAEP/Login.aspx); it is possible to enter the portal using an Estonian **ID card, mobile ID,** certain foreign ID cards or via the state portal http://www.eesti.ee.

No state fee is payable for correcting an entry in the land register.

In such a case, all of the heirs listed on the succession certificate are entered into the land register as common owners.

In the same case where the estate is divided between the co-heirs such that the immovable is retained by a specific co-heir, the following must be submitted for amending the entry in the land register:

- an agreement on division of the estate notarially authenticated by an Estonian notary,
- a registration application (may be included in the above-mentioned notarially authenticated agreement on division of the estate).

A state fee is payable for amendment of the entry in the land register.

In such a case, the person indicated in the agreement on division of the estate as the person to whom ownership of the specific immovable is granted under the agreement is entered into the land register as the owner of the property.

The succession certificate must be presented to the notary for notarisation of the agreement on division of the estate.

If the testator's marriage had ended by the time of the opening of the succession or ended with the death of the testator, but the immovable property in the estate was not the common property of former spouses, the following must be submitted in order to correct the entry in the land register:

- a succession certificate,
- a certificate of right of ownership, which proves that that the property is the testator's separate property,
- a land registration application, notarially authenticated or digitally signed; a registration application to be digitally signed is to be prepared and submitted to the land registration department via the land registration portal (https://kinnistuportaal.riik.ee); it is possible to enter the portal using an **Estonian ID card, mobile ID,** some foreign ID cards or via the state portal, www.eesti.ee.

No state fee is payable for correcting an entry in the land register.

All of the heirs specified on the succession certificate are entered into the land register.

For notarisation of the certificate of right of ownership, the applicant must substantiate to the notary that it was property in sole ownership (separate property) of the spouse. As a rule, the documents that constituted the basis for acquisition of the property should be submitted to the notary, if the notary is unable to obtain them, to prove that the spouses had divided the property or specified the asset as separate property (e.g. marital property agreement, agreement on division of joint property, other document on acquisition substantiating that it is separate property, such as a gratuitous contract, etc.).

If the testator's marriage had ended by the time of the opening of the succession or ended with the death of the testator, and the immovable property in the estate was the common property of former spouses, the following must be submitted in order to correct the entry in the land register:

- a succession certificate,
- a certificate of right of ownership, which proves that that the property was the joint property of the testator and former spouse,
- a land registration application, notarially authenticated or digitally signed; a registration application to be digitally signed is to be prepared and submitted to the land registration department via the land registration portal (https://kinnistuportaal.riik.ee); it is possible to enter the portal using an **Estonian ID card, mobile ID,** some foreign ID cards or via the state portal, www.eesti.ee.

No state fee is payable for correcting an entry in the land register.

All of the heirs listed on the succession certificate and the surviving spouse or former spouse are entered in the land register regardless of whether or not they are heirs.

For notarisation of the certificate of right of ownership, the applicant must substantiate to the notary that it was joint property. As a rule, the documents constituting the basis for acquisition of the property should be submitted to the notary, if the notary is unable to obtain them (among others, the agreement on division of joint property, marital property contract).

If the testator's marriage had ended by the time of the opening of the succession or ended with the death of the testator, and the immovable property in the estate was the common property of former spouses and the estate is divided between co-heirs such that the immovable property will be retained by a specific co-heir, the following must be submitted in order to amend the entry in the land register:

- a certificate of right of ownership and agreement on division of joint marital property, notarially authenticated by an Estonian notary,
- a registration application (may be included in the abovementioned notarially authenticated agreement on division of joint property and the estate).

A state fee is payable for amendment of the entry in the land register.

As a result of the division of joint marital property, the testator and the surviving spouse are entered in the land register as owners pursuant to their legal shares. The heirs listed in the succession certificate to whom the ownership of the specific immovable property is transferred under the agreement are entered in the land register as the owners of the testator's legal share. If the legal share belonging to the heirs is divided between the heirs, the size of the legal share belonging to each heir is indicated.

For notarisation of the certificate of right of ownership, the applicant must substantiate to the notary that it was joint property.

Another option in this case is to submit the following for amendment of the entry in the land register:

- an agreement on division of the joint property of the former spouses and agreement on division of the estate, notarially authenticated by an Estonian notary,
- a registration application (may be included in the above-mentioned notarially authenticated agreement on division of joint property and the estate).

A state fee is payable for amendment of the entry in the land register.

The person indicated in the agreement on division of estate as the person to whom ownership of the specific immovable is granted under the agreement is entered into the land register as the owner of the property.

For notarisation of the certificate of right of ownership, the applicant must substantiate to the notary that it was joint property.

9.1 Is the appointment of an administrator mandatory or mandatory upon request? If it is mandatory or mandatory upon request, what are the steps to be taken?

In the event of the death of the testator, a court shall implement measures for management of the estate if:

- no heir is known,
- no heir is present at the place where the estate is located,
- it is not known whether an heir has accepted succession,
- an heir is of restricted active capacity and has not been appointed a guardian,
- other grounds provided by law are present.

The measures for management of an estate are organisation of administration of the estate and application of measures to secure an action provided for in the Code of Civil Procedure. The court shall appoint an administrator for management of the estate.

The court shall implement management measures at its own initiative unless set forth otherwise in legislation. A court may also decide on the application of measures for management of an estate at the request of a creditor of the testator, legatee or any other person who has a claim in respect of the estate if failure to apply the management measures may endanger satisfaction of a claim belonging to the above-mentioned person from the assets of the estate. In the event of a dispute regarding who is entitled to inherit, a court may also decide on the application of measures for management of an estate at the request of a person claiming recognition of the right of succession.

In the event of failure to execute a testamentary direction, a court may appoint an administrator to perform the direction on the basis of a petition by an interested person. The administrator shall have the rights and obligations of an executor of a will with regard to the property designated for execution of the testamentary direction.

National and local government institutions, notaries and bailiffs are obliged to notify the court of the need, should it become known to them, to implement management measures.

9.2 Who is entitled to execute the disposition upon death of the deceased and/or to administrate the estate?

If management measures have not been implemented with regard to the estate, the heirs to the estate shall administer the estate jointly. The heirs have the obligation to perform all dispositions made in the will, including transferring the estate based on the dispositions made in the will.

If management measures have been implemented with regard to the estate, the estate shall be administered by the court-appointed administrator, to whom the court can issue instructions for the possession, use and disposal of the assets. The administrator may only dispose of the estate in order to discharge his or her obligations and to cover expenses related to administering the estate. The administrator shall comply with the obligations of the estate administrator arising from legislation.

If an executor is appointed in the will, an heir may not dispose of objects that form part of the estate that the executor requires in order to discharge his or her duties. The executor is obliged to administer the assets prudently and to deliver to the heirs the objects that he or she does not need in order to execute the will. Until the succession is accepted by the heir, the executor is obliged to perform the obligations of administrator of the estate or to apply for administration.

9.3 What powers does an administrator have?

Rights, obligations and remit of the administrator of an estate

- to administer property prudently and ensure its preservation.
- to provide maintenance out of the estate to family members who lived with the testator until the latter’s death and received maintenance from the testator.
- to fulfil obligations related to the estate from the estate and to report on administration of the property to the court and heirs.
- to take the estate in the possession of an heir or a third party into his or her possession or guarantee separation of the estate from an heir’s property in any other manner, if this is necessary for ensuring preservation of the estate.
- to submit to a notary an application for initiation of succession proceedings, if necessary, or to take other measures for the identification of the heir if Estonian notaries are not competent to conduct the succession proceedings
- the administrator of the estate shall, after making an inventory, satisfy the claims entered in the inventory of the estate for which the due date for fulfilment has arrived. The administrator of the estate may only fulfil the claims not yet due with the consent of the heir. If a court has also decided on the application of measures for management of an estate at the request of a creditor of the testator, legatee or any other person who has a claim in respect of the estate, where failure to apply the management measures may endanger satisfaction of a claim belonging to the above-mentioned person from assets of the

estate, the administrator is required, after preparation of the inventory of the estate, to satisfy all of the claims entered in the inventory of the estate from the assets of the estate in the order specified in legislation. The estate may not be issued to the heir before the claims are satisfied.

- If an estate is insufficient for the satisfaction of all of the claims and the heir does not agree to satisfy the claims out of the heir's own property, the administrator of the estate or the heir is required to submit promptly an application for the declaration of the bankruptcy of the estate. An administrator may only dispose of the estate for the performance of the obligations thereof and for covering the expenses related to the administration of the estate. An administrator does not have the right to dispose of an immovable belonging to an estate without court authorisation. This does not apply in a case in which no heir has been determined within six months of the opening of the succession or if an heir who accepted the succession has not commenced to administer the estate within six months of acceptance of succession; in such a case, the administrator may sell off the estate after performing an inventory and deposit the money received from the sale of the estate.
- The heir has no right to dispose of an estate that has been granted to an administrator for purposes of administration.
- The administrator of the estate has the right to receive a fee for performing his or her duties, the amount of which shall be determined by a court.

Rights, obligations and remit of an executor of a will

- An executor of a will shall perform the duties provided by law unless otherwise provided for in the will. An executor of a will may derogate from the duties assigned in the will with the consent of interested persons if this is in the interest of executing the testator’s testamentary intention.
- The executor is obliged promptly upon accepting his or her duties to submit to the heir a list of objects in the succession that it requires for discharging his or her duties.
- Until the succession is accepted by the heir, the executor is obliged to perform the obligations of administrator or apply for administration of the estate.
- An executor of a will is required to execute legacies, testamentary obligations, testamentary directions and other obligations arising from the will or agreement as to succession.
- An executor of a will is required to administer prudently and ensure the preservation of the estate necessary for the performance of his or her duties.
- An executor of a will is required to take an object that forms part of an estate into his or her possession or to ensure in other ways the separation of the object from the property of the heir if this is necessary for the performance of the duties of the executor of the will.
- An executor of a will has the right to assume obligations with respect to a succession and to dispose of objects that form part of an estate, if this is necessary for the performance of the duties of the executor of the will.
- If a testator has made dispositions with respect to division of an estate, the executor of the will shall divide the estate between the heirs.
- An executor of a will has the right to represent an heir or legatee to the extent necessary for the performance of the duties of the executor of the will.
- An executor of a will is required to deliver to the heir the objects that form part of the estate that are in his or her possession and which he or she does not need for the performance of his or her duties.
- If an executor of a will is not required to execute a disposition by the testator personally, the executor of the will may demand execution thereof by an heir.
- An heir is not entitled to dispose of objects that form part of the estate that the executor requires for performing his or her obligations.
- An executor of a will shall be liable for any damage caused wrongfully to an heir or legatee by violating his or her duties
- An executor of a will is required to report on his or her activity to the heirs and legatees.
- The necessary expenses that an executor of a will incurs for performance of his or her duties are reimbursed out of the estate.
- An executor of a will has the right to demand reasonable remuneration for his or her activities unless otherwise provided for in the will.

10 Which documents are typically issued under national law in the course of or at the end of succession proceedings proving the status and rights of the beneficiaries? Do they have specific evidentiary effects?

If sufficient evidence is provided concerning the right of succession of the heirs and the extent thereof, the notary shall notarise the succession certificate, setting out the size of the share of the estate of each heir; however, the certificate shall not set out the composition of the estate.

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