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As manuscript

**Dmitrii Anatolyevich Formakidov**

**Contractual Regulation of Housing Relations  
in the Russian Federation**

Abstract of  
the Thesis for a Habilitation Degree in Law

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Academic adviser:

**Valerii Gennadyevich Golubtsov**

holder of habilitation degree in law, professor

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**The urgency of the research** is manifested in several fundamental aspects - social and political, legislative, doctrinal and law enforcement.

The change in the official policy from the administration and management to the democratic led to conceptual and structural modifications both in social policy in general and in the state housing policy in particular, aimed to ensure, guarantee and protect the constitutional right of the individual not just to a housing, but to a habitable housing. The housing need refers to the basic needs of the individual determined by the necessity of his self-preservation less as a social than as a biological being.

Despite the fact that the role of contractual regulation of housing relations is obviously increasing, the state of legal regulation in this sphere cannot be considered satisfactory. Housing provision to a citizen is mediated by a large number of various contractual forms, at the same time new contracts appear, well-known contractual structures are selectively changed and modified. However a system of such contracts built on unambiguous systemic features is still missing at the legal and regulatory level. Some contracts in the housing sector do not have detailed legislative support at all.

All contracts in the housing sector exist in interaction both with each other and with classical civil law contractual structures. It is obvious that they represent an open dynamic system, unfolding through a multitude of hierarchical (subordination) and coordination links and in a certain way integrated into the system of civil law contracts. Scientific cognition of the system, its foundations, principles and functioning patterns is necessary not only to ensure due legal regulation and law enforcement, but also to remove acute doctrinal problems.

Often contractual structures in housing law are studied selectively or fragmentarily and are practically not considered as parts of a unified system of interrelated phenomena, what prevents their correct understanding, interpretation and identification of structural defects. There is an urgent need to form a scientifically based system of civil law contracts regulating housing relations considering the characteristics of the residential premises as a specific, unique object of civil and housing rights, capable of satisfying the individuals' basic housing need due to its physical and legal properties.



**The extent of previous research on the topic.** Civilistic cognition of social relations contractual regulation as well as general issues of civil law contracts systematization were studied in particular by M.I. Braginsky, V.V. Vitryansky, E.B. Kozlova, S.Yu. Morozov, Yu.V. Romanets, O.A. Ruzakova, whose works contain basic, fundamental approaches to systematic, comprehensive analysis of civil law contractual regulation of property and (or) organizational relations.

Separate contractual structures - the tenancy agreement (and its variations) and the shared participation agreement - were the subject of research in several PhD theses.

Despite the fact that the above mentioned works contain certain scientific material and some reasonable suggestions on the legislation improvement, due to the problems set by their authors, contracts were studied autonomously, without interconnection with other contractual models and without consideration of their place and potential in the general system of contracts supporting housing relations. In addition, they solely concerned tenancy agreements or shared construction participation agreements most of which had been concluded over ten years ago, and therefore, in many respects, they cannot be recognized as up-to-date.

Some attention to certain issues of housing relations contractual regulation has been paid in the works of such housing law problems researchers (including those belonging to the Soviet and modern times), as Yu.G. Basin, O.V. Batova, B.M. Gongalo, I.B. Martkovich, V.F. Maslov, L.Yu. Mikheeva, P.V. Krashennnikov, P.I. Sedugin, S.I. Suslova, Yu.K. Tolstoy, V.F. Chigir et al.

In general, the extent of previous research on housing relations contractual regulation cannot be considered as great and satisfactory as it does not allow for structuring contemporary knowledge about contracts in the housing sector and forming a comprehensive understanding of their functioning in a unified system. At present, there is a need for a carrying out a comprehensive civil law study of housing relations contractual regulation, cognition of the objectively existing system of contracts that mediate housing relations, analysis of individual elements of this system, evaluation of the contract as a housing relations regulator in its interconnection with other housing relations regulators.



**The object of the thesis research** is contractual regulation of housing relations as a social and legal reality phenomenon.

**The research subject** is the Russian legislation norms regulating citizens' housing needs satisfaction through civil law contractual structures, the relevant law enforcement practice, scientific and theoretical concepts, doctrinal views and scientific developments contained in the works of domestic scientists.

**The thesis aim** is to form a civil law concept of housing relations contractual regulation, including housing relations definition and their contractual regulation as objects of private law; scientific systematization of contracts regulating housing relations; a detailed legal description of contracts aimed at acquisition of the ownership of the residential premises, acquisition of the right to use the residential premises, organization of relations in the sphere of possession, use and disposal of the common property of the residential premises owners.

The aim of the research determined formulation and solution of the following research **problems**:

- to identify the features of housing relations as an object of private law regulation in a social welfare state;
- to establish the features of housing relations contractual regulation as one of the private law regulation types in its interconnection with other social relations regulators;
- to trace the history of formation and development of housing relations contractual regulation in Russia in its interconnection with statutory regulation, establishing the social and political, economic and philosophical prerequisites for such regulation;
- to determine methodological foundations of a civil law study of housing relations contractual regulation;
- to determine the role of the residential premises as a special socially significant object in the formation of norms, and its characteristics as a systemically important feature of civil law contracts;
- to determine the basis for formation of the system of contracts regulating housing relations, as well as to identify the patterns of these contracts systematization;



- to analyze the combination of private and public principles in formation of model contracts aimed at regulating housing relations;
- to classify and systemize contracts regulating housing relations, establishing the civil law features of each of such contracts;
- to analyze contracts aimed at acquisition of ownership of residential premises;
- to carry out a scientific and practical analysis of contracts aimed at acquisition of the right to use residential premises;
- to characterize the contracts aimed at organization of relations in the sphere of possession, use and disposal of the common property of the residential premises owners;
- to suggest areas for improving the current civil and housing legislation in terms of housing relations contractual regulation standardization.

**The methodological basis of the thesis research** is determined by the aim and problems set and is represented by a number of scientific cognition methods. It is suggested to understand the internally consistent, structured system of general scientific and special legal scientific methods - techniques and ways of scientific cognition of phenomena arising in the society regarding residential premises as well as in legal regulation of the relevant social relations under the housing law research methodology.

**The theoretical basis** of the thesis research consists of the works of the following Russian legal scholars: M.M. Agarkov, N.G. Aleksandrov, S.S. Alekseev, S.I. Asknazy, N.P. Aslanyan, Yu.N. Andreev, N.A. Barinov, M.I. Baru, Yu.G. Basin, V.A. Belov, E.V. Bogdanov, E.E. Bogdanova, M.I. Braginsky, S.N. Bratus, I.L. Braude, E.V. Vavilin, L.Yu. Vasilevskaya, A.V. Vengerov, N.V. Vitruk, V.V. Vitryansky, A.V. Gabov, Yu.S. Gambarov, D.M. Genkin, V.P. Griбанov, V.S. Em, V.V. Zaitsev, O.V. Zaitsev, O.S. Ioffe, A.Yu. Kabalkin, K.D. Kavelin, E.B. Kozlova, S.M. Korneev, O.A. Krasavchikov, L.O. Krasavchikova, V.N. Kudryavtsev, I.B. Martkovich, V.F. Maslov, D.I. Meyer, L.Yu. Mikheeva, S.Yu. Morozov, S.A. Muromtsev, P.I. Novgorodtsev, A.I. Pergament, I.A. Pokrovsky, V.V. Popandopulo, V.N. Protasov, Yu.V. Romanets, O.N. Sadikov, G.A. Sverdlyk, A.P. Sergeev, O.A. Serova, E.A. Sukhanov, Yu.G. Tkachenko, Yu.K. Tolstoy,



E.A. Fleishits, R.O. Khalfina, P.P. Tsitovich, M.Yu. Chelyshev, V.F. Chigir, G.F. Shershenevich, V.F. Yakovlev et. al.

The research is also based on the works of the scientists dealing with housing law issues: E.Yu. Bakirova, M.V. Bando, O.V. Batova, Yu.F. Besspalov, B.M. Gongalo, I.A. Drozdov, O.V. Kirichenko, S.M. Korneev, N.V. Kornilova, P.V. Krashenninikov, I.D. Kuzmina, V.N. Litovkin, P.V. Makeev, E.M. Podrabinok, M.N. Rakhvalova, Yu.P. Sweet, P.I. Sedugin, S.I. Suslova, A.V. Khaldeeva, G.F. Sheshko et. al.

The research is based on the works of Perm law school scientists: E.V. Aristov, V.G. Golubtsov, A.A. Klyachin, D.B. Korotkov, E.G. Komissarova, O.A. Kuznetsova, V.P. Reutov, T.V. Shershen.

**The legal and regulatory framework of the thesis** consists of the Constitution of the Russian Federation, the norms of Russian civil, housing, land and family legislation, subordinate federal, regional regulatory legal acts and regulations of local government authorities related to the research subject.

A due historical and legal analysis required referring to the civil and housing legislation sources of the pre-revolutionary Russia, the Soviet and post-Soviet periods that have become invalid.

**The empirical basis of the research** is represented by the law enforcement enactments of the Constitutional Court of the Russian Federation, the Supreme Court of the Russian Federation, the Supreme Arbitration Court of the Russian Federation, enactments of cassation and appeal courts, arbitration courts of the constituent entities of the Russian Federation, courts of general jurisdiction.

**The scientific novelty of the thesis research** consists in the fact that for the first time in Russian civil jurisprudence a comprehensive doctrine of housing relations contractual regulation in the Russian Federation covering all structural elements of the scientific concept has been formed. The concept is based on the constitutional right to housing, guaranteed in a social welfare state, and the necessity to satisfy the citizen's need for a habitable housing ensuring his physical self-preservation. The proposed concept defines the role of housing relations contractual regulation in its interrelationship with other social



relations regulators, analyzes the objectively existing system of contracts regulating housing relations, reasons the main areas of its further development.

The conclusions on the foundations, principles and patterns of construction and functioning of the system of contracts regulating housing relations, with determination of various levels of their systemic classification; on new methodological foundations of housing law research; on the residential premises properties and law-creating and systemically important significance; on model contracts as a result of a combination of private and public interests in housing relations regulation are of significant novelty.

All contractual structures aimed at enjoyment of the right to housing, with a description of their material terms and conditions as well as components have been analyzed; theoretical approaches to correction of the existing regulatory material and formation of new regulatory rules mediating contractual regulation of housing relations have been shown. For the first time, the thesis suggests a scientific interpretation of some contractual structures that have not previously been the subject of theoretical research (share accumulation agreement, residential premises co-owners agreement, apartment buildings premises owners agreement, deprivatization agreement, the agreement on residential premises transfer to public ownership in case of providing housing under social rent tenancy agreements).

**The main provisions of the thesis submitted for defense are the following:**

1. Contractual regulation of housing relations is a type of private law regulation based on decentralization, discretion and self-regulation, whose subjects are equal participants in property relations, and the main legal means is the agreement mediating acquisition, changing, termination of rights to residential premises or relations organization in the housing sector aimed at meeting the need for housing.

Contractual regulation is dominant among other private law and public law methods of housing relations regulation, what is determined by the equality of the participants in these relations, the permissive orientation of private law regulation, and minimization of legal uncertainty. The social value of the contractual method of regulation consists in its ability to act as an operational link between the needs and the means to satisfy them. The regulatory function of the contract ensures connection between the constitutional right to



housing and satisfaction of housing needs as a specific function of contracts mediating enjoyment of the constitutional right to housing.

2. The residential premises in a social welfare state, considering the presence of a special legal and factual feature - the suitability for permanent residence, has got the standard setting effect, allowing to single out all civil law contracts whose object is residential premises into a special group, and should be the basis for formation of unified norms, regulating any relations arising out of these contracts, regardless of other law-creating and systemically important features, such as orientation, compensatory nature, subjects, etc.

The systemically important significance of residential premises as the object of housing rights consists in the fact that a number of unique contractual structures not applicable to other civil rights objects, but fitting into the civil law contracts system as its structural elements and not subject to separate consideration in isolation from this system is formed exactly in relation thereto.

3. The basis for the formation of a system of contracts regulating housing relations is the specificity of the residential premises as the object of contractual regulation in its interconnection with the ability to satisfy the citizens basic social need in housing, which gives rise to the general orientation, functional community of a number of civil law contractual structures, and predetermines the existence of a special contractual subsystem - "contracts regulating housing relations", requiring formation of general rules for its legal regulation.

The system of contracts regulating housing relations is objectively built according to orientation, but this orientation looks different as compared to that in the Civil Code of the Russian Federation - the typification of contracts that serve to satisfy housing needs should be built based on the orientation on satisfying this need: at the first level - at the level of differentiation of the system itself - the contracts are grouped by the object in general (residential premises); at the second level the contracts are subdivided into: contracts aimed at acquisition of ownership of the residential premises; contracts aimed at acquisition of the right to use residential premises; contracts aimed at organization of



relations in the sphere of possession, use and disposal of the common property of the residential premises owners.

4. Shared construction participation agreement and share accumulation agreement belong to the non-gratuitous contracts aimed at acquisition of ownership of residential premises in the process of their construction due to their general main orientation and obvious similarity. The latter has got a significant feature: among other things, it organizes the interconnections of the shareholder as a participant of a corporate non-profit organization with the organization itself, what does not allow for combining the two above mentioned agreements into a unified contractual structure.

It is suggested to understand an agreement by virtue of which a housing, house construction, housing savings cooperative undertakes to build (construct) an apartment building using its own resources or engaging third parties, or to purchase an apartment in an apartment building and after the building's introduction into operation (acquisition of the ownership of the apartment) to transfer the apartment that complies with the terms of the agreement to the shareholder, and the shareholder undertakes to timely make the entry, membership fee, share and supplementary contributions provided for by the agreement, and to accept the apartment within the time period provided for by the agreement, as the share accumulation agreement. The share accumulation agreement is a consensual, non-gratuitous, mutual, bilaterally binding, consumer, public and accession contract. The necessity of normative consolidation of the material terms of the share accumulation agreement, similar to the material terms of the shared construction participation agreement as well as the necessity of its state registration in the Unified State Register of Immovable Property, have been proved.

5. Gratuitous contracts aimed at acquisition of ownership of residential premises include gift contracts, housing privatization and de-privatization agreements. The necessity of introducing a written form of residential premises gifting contracts and in cases where the donor is a natural person - of their mandatory notarized form, has been substantiated. The necessity of legislative consolidation of nullity of housing gifting contracts providing for preservation of the donor's right to use the donated premises has been proved.



In the procedure for concluding residential premises privatization agreements it is necessary to distinguish between the concepts of “refusal to participate in the residential premises privatization” (refusal to perform any actions aimed at privatization or giving consent to privatization to other persons) and “renunciation of a share in the ownership of the privatized residential premises” (a citizen living in the residential premises and entitled to participate in its privatization waives his right in favor of the other citizens living in the residential premises), due to their different legal nature and legal consequences.

6. It is suggested to understand the agreement on residential premises transfer to state or municipal ownership in case of providing housing under social rent tenancy agreement as an agreement under which a citizen entitled to receive residential premises under a social rent tenancy agreement undertakes to transfer into state or municipal ownership residential premises owned by him, free from third party rights without receiving payment therefor, and the public legal entity acquiring ownership of this premises undertakes to provide the residential premises of the housing facilities used for social needs with a total area per person of not less than the provision rate, established by the local government authority, to the citizen and his family members.

Taking into consideration the legal principles of ensuring social justice and equivalence, it is explained that such contractual structure is a variation of the contract of exchange, since, the citizen having transferred the residential premises owned by him to public ownership, receives the right to conclude a residential premises social rent tenancy agreement in return. The common and distinctive features of this contract as compared with deprivatization agreements and contracts concluded in case of residential premises attachment into state or municipal ownership have been established. The differences between the above mentioned contracts consist in their orientation, purpose, subjects, objects.

7. The residential tenancy agreement within the framework of the contracts typification existing in civil law is an independent contractual type of obligations to transfer residential premises for use, what is determined by the existence of common patterns of emergence of a number of similar systemically important legal norms regulating relations



of state, municipal and private housing tenancy as well as the presence of entire groups of similar legal norms regulating these relations. This contractual type includes four contractual variations: the commercial tenancy agreement, social rent tenancy agreement, a contract for renting residential premises of the housing facilities used for social needs, specialized residential premises tenancy agreement. The difference between the functions of housing and civil law, the principles of these branches, the specific character of the object, the real need for the existence of reference norms (despite availability of general provisions on residential tenancy) determines the necessity of residential tenancy relations regulation exclusively in the norms of the Housing Code of the Russian Federation.

8. A residential subtenancy agreement is a type of a civil law contract derivative and dependent on the residential tenancy agreement. The statutory definition of this agreement as a real agreement does not meet the requirements of civil circulation and needs to be adjusted taking into consideration its possible consensual nature similarly to other civil law agreements aimed at the non-gratuitous transfer of property. The norms related to the subtenancy agreement need to be unified in terms of the form, material conditions, term, procedure for concluding and terminating these agreements.

9. The legal structure of the agreement on temporary inhabitants' moving in has been determined and its independent nature, different from the residential premises gratuitous use agreement, whose content implies not the residential premises transfer as the housing law object in general, but only the person's moving into the premises for temporary gratuitous residence not as a family member, has been additionally substantiated. The author's definition of the temporary inhabitant as a citizen who moved into the residential premises upon the consent of the owner, tenant of such premises or a member of a housing cooperative for temporary gratuitous residence therein on the terms and conditions established by the legislation and determined by the agreement between the person allowing such moving in and the temporary resident, has been given.

10. A doctrinal definition of the agreement on the conditions of the family member accommodation has been formulated, in which it is defined as a civil law agreement, according to which the residential premises owner, tenant, sub-tenant, shareholder of



housing, house construction, housing savings cooperative allows moving in or undertakes to allow moving in of a citizen into the residential premises as his family member permanently or temporarily occupying the premises on the terms of non-gratuitous or gratuitous use of the premises equally with the person allowing the moving in. Its characteristics as an untyped; usually gratuitous, unilaterally binding contract; having real or consensual legal nature and aimed at providing property for use without vacating the premises by the person allowing moving in has been theoretically substantiated.

Additional reasoning has been given in favor of the fact that the agreement on the conditions of the family members accommodation differs from the gratuitous use agreement, as the person allowing moving in does not leave the premises. A family member is given the opportunity to use the premises on an equal basis (simultaneously) with the owner, shareholder, tenant, subtenant, shareholder and other citizens that have moved in or that are moving in as family members. Agreements on the conditions of accommodation of the family members of owners, tenants, subtenants, shareholders of housing cooperatives constitute a unified civil law contract on residential premises provision for use without their transfer. Minor differences in the subjects and content of the agreements on conditions of family members accommodation do not lead to their stratification into independent contractual structures, since these agreements do not have specific law-creating and systemically important features that distinguish them from each other.

11. In contrast to the approaches available in private law science, it has been theoretically proved that the distinction between residential premises tenancy and lease should be carried out simultaneously both by the subject of use and by the purpose pursued by the user. If a legal entity is indicated as the user in the agreement, then if the agreement is non-gratuitous, it should be a lease or sublease, if it is gratuitous, it should be a gratuitous use agreement.

If the residential premises user is a natural person, it is necessary to use the criteria of compensatory nature and the purpose of use in order to differentiate the use agreements. If the agreement is gratuitous, the relations of the parties can be regulated with the help of gratuitous use agreements, agreements on conditions of family members



accommodation, agreements on temporary inhabitants moving in. In case of non-gratuitous use of residential premises by a natural person, it is necessary to be guided by the purpose for which the agreement has been concluded: if the user uses the residential premises for personal residence, it should be the commercial tenancy agreement, if the user uses the premises for the residence of other citizens (if he has not lived in it and does not have such intention), it should be the lease agreement.

12. It has been established that there is no legal regulation of the two agreements regulating organizational housing relations - the co-owners agreement on determining the procedure for using common residential premises and the apartment buildings premises owners agreement aimed at organizing their relations regarding general issues.

Under the agreement on determining the procedure for using common residential premises, two or more persons (co-owners) determine the procedure for possession, use and disposal of residential premises in their common ownership. The contract is consensual, non-gratuitous, mutual, multilaterally binding; it may be concluded for a definite or an indefinite term; it refers to a group of contracts aimed at organizing relations in the sphere of possession, use and disposal of the residential premises owners' common property.

The agreement differences and interconnection with related contractual structures, including property transfer agreements, marriage contracts, agreements on division of marital property, alimony agreements and inheritance distribution agreements have been determined.

The differences between the agreement on determining the procedure for using common residential premises and the "established procedure for use" have been substantiated; the latter should be understood as the residential premises use conditions actually formed under the influence of various life circumstances over time. If the agreement on determining the procedure for using residential premises is a transaction considering the co-owners interests expressed by them through their free will, the procedure for use is formed spontaneously, without consideration of one's interests, possibly in opposition to the interests of one or several co-owners.



13. The possibility of regulating relations between the apartment buildings premises owners by the civil law contract with its differentiating from the resolutions of meetings has been proved. Under the agreement between the apartment building premises owners, the owners of residential and non-residential premises in an apartment building determine the procedure for the possession, use and disposal of property in their common shared ownership, and (or) undertake to act jointly to achieve common lawful objectives. The contract is consensual, mutual, multilaterally binding, it may be non-gratuitous or gratuitous; it is a mixed contractual structure containing elements of the agreement on determining the procedure for using the common property and joint venture agreement depending on the purposes of its conclusion.

**The theoretical significance of the thesis research** consists in the fact that for the first time a scientifically based concept of housing relations contractual regulation has been created on the basis of the current Russian legislation; the objectively existing system of contracts regulating housing relations, which has not previously been the subject of a comprehensive scientific research, is described; all elements of this system are analyzed; directions for its further development and improvement are proposed.

The conclusions formulated in the thesis significantly supplement and expand theoretical knowledge about the contractual and related legal regulation of housing relations through the lens of contemporary social policy of the Russian Federation. A number of provisions and conclusions contained in the thesis have got original nature, scientific novelty, and therefore develop scientific ideas about both civil and housing law in the relevant part.

The results obtained in the course of the thesis research can serve as a theoretical basis for further, more detailed studies of individual elements of the system of contracts regulating housing relations, civil and housing legislation.

**The practical significance of the thesis research** consists in the fact that specific suggestions have been elaborated for improvement of the current Russian legislation aimed at optimizing legal standardization of contractual regulation of housing relations, aimed at: ensuring harmonisation of norms relating to contracts regulating housing relations, organizing the system of such contracts in the norms of civil and housing legislation,



eliminating the gaps, conflicts, uncertainty and duplication of legal norms. In particular, the following is suggested in the thesis:

- to supplement the Housing Code of the Russian Federation with a new section (within the existing Housing Code structure it may be section II.1 - "Residential Premises Tenancy"), subdivided into Chapter 6.1. "General Provisions on Residential Premises Tenancy" and Chapter 6.2. "Commercial Tenancy Agreement" (the content of the section is given in the Annex to the thesis);

- to exclude the concept of the parts of an apartment and a residential house as the types of residential premises from Art. 16 of the Housing Code of the Russian Federation;

- to amend the Housing Code of the Russian Federation in terms of authorizing the Government of the Russian Federation to adopt resolutions containing the model contracts: the agreement for commercial tenancy of residential premises in the state and municipal ownership; subtenancy in state and municipal residential premises; residential premises exchange between the tenants under social rent tenancy agreements; gratuitous use of residential premises of the specialized housing facilities for social protection of certain categories of citizens; for the transfer of residential premises by the citizens to public ownership under agreements of sale and purchase, exchange, annuity; for the transfer of residential premises to public ownership in case of their attachment on the grounds provided for by the law; for management of an apartment building;

- to legally establish notarial certification of transactions aimed at alienation of residential premises by the citizens, in order to effectively legally protect undereducated, single, elderly citizens, citizens with disabilities and other categories of individuals in need of special social and legal protection, except for the cases of residential premises alienation to public ownership;

- to legally fix the following material terms of the contracts aimed at the non-gratuitous acquisition of ownership of residential premises: the subject-matter of the contract, the price of the alienated premises and the list of citizens who, in accordance with the law, retain the right to use the premises in case of ownership transfer (tenants and family members, subtenants and their family members, recipients, legatees, annuitants and



family members of the residential premises owner who retain the right to use the premises in accordance with the law);

- to supplement Art. 572 of the Civil Code of the Russian Federation with paragraph 4, as follows: "Residential premises gifting contracts providing for the preservation of the donor's right to use the premises after their alienation, are void";

- to supplement the Housing Code of the Russian Federation with "Characteristics of the residential premises gratuitous use" article with the following content:

«1. Under the residential premises gratuitous use agreement the one party - the residential premises owner or a person authorized by him (the lender) - undertakes to provide or provides the residential premises for temporary gratuitous use to the other party (the recipient), and the latter undertakes to return the provided residential premises in the condition in which he received it, subject to normal wear and tear, or in the condition stipulated by the agreement.

2. A citizen living in the residential premises provided under a gratuitous use agreement is entitled to require state registration of the right to use the residential premises arising from this agreement.

3. The lender is entitled to require early termination of the gratuitous use agreement in cases where the recipient: uses the residential premises for purposes other than that intended or in violation of the terms and conditions of the agreement; does not pay utility bills and does not effect other payments for the residential premises maintenance for more than six months; without the consent of the lender accommodated third parties in the residential premises except for his minor children or persons under his custody or guardianship.

The recipient is entitled to require early termination of the gratuitous use agreement: in case of detecting defects that make it impossible to live in the premises; if, at the conclusion of the agreement the lender has not warned the recipient about the rights of third parties to the residential premises transferred."

The thesis contains the author's definitions of the studied contracts, suggests unifying and concretizing norms regulating agreements of sale and purchase, exchange, gift, annuity, lease, tenancy, subtenancy, agreements on conditions of family members



accommodation and other agreements that can be used in law-making in the course of the civil and housing legislation reformation.

Separate provisions of the thesis have got applied nature and can be used in law enforcement (for example, judicial or notarial) activity.

The conclusions obtained as a result of the research can be used in educational activity - during teaching the "Civil Law (parts 1 and 2)", "Housing Law", "Methods of Drafting Civil Law Documents" courses; drawing up textbooks, teaching aids and teaching guides.

**The validity and reliability of the thesis research** are confirmed by the methodological and information bases of the study. The theoretical and empirical foundations of the research were collected by the defender of the thesis within the period from 2005 to 2022.

The reliability of the obtained results is confirmed by: the analysis of an extensive list of scientific and educational sources in the sphere of civil and housing law; the use of both general scientific and specific scientific cognition methods corresponding to the research aim and problems; the extensive and comprehensive analysis of the law enforcement practice of both the highest judicial bodies of the Russian Federation and district, regional and arbitration courts of various constituent entities of the Russian Federation; the analysis of specific agreements regulating housing relations; evaluation of the results obtained in journals recommended by the State Commission for Academic Degrees and Titles of the Ministry of Education and Science of Russia, such as: Bulletin of Notarial Practice, Bulletin of the Perm University, Bulletin of Saratov State Law Academy, Journal of Russian Law, Russian Justice, Russian Legal Journal, Family and Housing law, etc.

In order to ensure objective, complex, comprehensive research of contractual regulation of housing relations in Russia, the obtained results have been compared with the related scientific developments in the sphere of civil law, the previous years researches, what allows to consider the presented material as representative, and the obtained data as reliable and substantiated.

**Evaluation and implementation of the research results.** The thesis has been discussed and approved at the Department of Entrepreneurial Law, Civil and Arbitration



Procedure of Federal State Autonomous Educational Institution of Higher Education "Perm State National Research University".

Theoretical provisions, conclusions and recommendations obtained in the course of the scientific research are reflected in 1 monograph, 1 textbook on housing law, 25 scientific articles published in journals recommended by the State Commission for Academic Degrees and Titles of the Ministry of Education and Science of Russia, (including 15 in the journals recommended by the Academic Council of the Russian Presidential Academy of National Economy and Public Administration for publication of articles on jurisprudence), and other papers in various scientific publications.

The theoretical results of the research were discussed at various scientific and research to practice conferences of different levels in the form of reports and presentations by the author.

The provisions of the thesis research have been introduced into the educational process of the Federal State Autonomous Educational Institution of Higher Education "Perm State National Research University" in the "Civil Law (Part 1)", "Civil Law (Part 2)", "Housing Law" courses.

**The thesis structure** is determined by the research aim and problems, its object and subject. The thesis consists of an introduction, five chapters, a conclusion, a reference list and an appendix (the author's draft law of Chapter 6.1. of the Housing Code of the Russian Federation "General Provisions on Residential Premises Tenancy").