

# NATIONAL REPORT: FINLAND

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## Foreword

The questionnaire and the related report concern relationships that are not formalised as a marriage or as a registered partnership/civil union. For the purposes of the questionnaire, informal relationships refer to couples who usually (but not necessarily) live together and share a household. In the following report, living together and sharing a household is however considered as a necessary precondition for the relationship to have any legal consequence in the absence of the relationship being formalised. Accordingly, informal relationships are referred to below as cohabitation relationships, which more closely resemble the national concept of *avoliitto/sambo*.

As there are over 70 statutes which include provisions relevant to cohabiting couples, all of them have not been attached to this report. However, the reader will find an unofficial translation of the most commonly quoted Act relating to cohabitants, the Finnish Act on the Dissolution of the Household of Cohabiting Partners (26/2011), in the annex. Other legislation can be found via the Internet in Finnish or Swedish, and in some cases also in English, at [www.finlex.fi](http://www.finlex.fi).

## A. General

### 1. What kinds of formal relationships between a couple (e.g. different/same-sex marriage, different/same-sex registered partnership, etc.) are regulated by legislation? Briefly indicate the current legislation.

According to Finnish law, there are two kinds of formal relationships: a marriage and a registered partnership.

According to the Finnish Marriage Act currently in force, a marriage can only be concluded between a man and a woman (S. 1). In December 2014, Parliament accepted an amendment to the Finnish Marriage Act, according to which also two persons of the same sex may, in the future, enter into a marriage. The amendment will enter into force on 1 March 2017.

According to the Finnish Act on Registered Partnerships (950/2001), two persons of the same sex can register their partnership (S. 1). The legal effects of the registration are almost identical to marriage. However, the provisions of the Finnish Paternity Act (700/1975)<sup>1</sup> on the establishment of paternity on the basis of marriage (the *pater*

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*est* provisions) do not apply to registered partnerships, nor do the provisions of the Finnish Adoption Act (22/2012) on joint adoption or the provisions of the Finnish Names Act (694/1985) on the family name based on marriage. With regard to property consequences, the legal effects are identical to a marriage.

**2. To what extent, if at all, are informal relationships between a couple regulated by specific legislative provisions? Where applicable, briefly indicate the current specific legislation. Are there circumstances (e.g. the existence of a marriage or registered partnership with another person, a partner's minority) which disqualify the couple?**

There are over 70 statutes across all administrative sectors which include references to cohabiting couples, but whose focus is not on the legal effects of cohabitation *per se*. However, in 2011 Parliament accepted an Act that concentrates particularly on the rights and obligations of cohabiting partners. The Finnish Act on the Dissolution of the Household of Cohabiting Partners (later referred to as the Finnish Cohabitation Act) came into force on 1 April 2011. Due to the large number of specific provisions and the extent of variations across specific areas of the law, the following comments are restricted to the Finnish Cohabitation Act. Further comments concerning the definitions involved in the various areas of the law are made under Question 4.

The Finnish Cohabitation Act regulates issues of property law and procedure related to the separation of a cohabiting couple. It applies both to situations where the dissolution is based on separation as well as the death of the spouse. The Finnish Cohabitation Act contains a specific definition of cohabitation to be applied in the context of the Act. It is recognised in the rationale of the Act that other definitions do and may exist. The Finnish Cohabitation Act is non-mandatory in nature, i.e. derogations from almost all of the provisions of the Act are allowed, if this has been agreed upon by the partners.

According to the Finnish Cohabitation Act, the concept of cohabiting partners refers to partners who live in a relationship (a cohabiting partnership) in a shared household and who have lived in a shared household for at least five years or who have, or have had, a common child or joint parental responsibility for a child. A person who is married or in a registered partnership cannot, however, be deemed to be a cohabiting partner. Cohabiting partners can be either of a different sex or the same sex. Not having attained the age of majority does not disqualify the couple from the application of the Act. However, as is stated in the rationale for the Act, a cohabiting partner who has not attained the age of majority and wishes to enter into legally valid agreements on the property consequences related to the partnership

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and Senior Statistician Matti Saari from Statistics Finland and Professor Mika Gissler from the National Institute for Health and Welfare for their help and expertise. Without them, the majority of the tables and figures presented below would not be available. All responsibility for any potential errors, however, remains with the author.

<sup>1</sup> The new Finnish Paternity Act (11/2015) was accepted by Parliament on 15.12.2014. However, it will not enter into force until 1.1.2016. The *pater est* provisions remain essentially the same.

may require a legal guardian for doing so according to the Finnish Guardianship Services Act (442/1999).

- 3. In the absence of specific legislative provisions, are there circumstances (e.g. through the application of the law of obligations or the law of property) under which informal relationships between a couple are given legal effect (e.g. through the application of the law of obligations or the law of property)? Where applicable briefly indicate the leading cases.**

Not applicable. Cohabitation is given legal effect under written law.

- 4. How are informal relationships between a couple defined by either legislation and/or case law? Do these definitions vary according to the context?**

There are over 70 statutes across all administrative sectors which include references to cohabiting couples. The definition of cohabitation varies according to the context and the statute in question.

The most common specific reference to cohabitation in the social sector concerns 'a man and a woman who cohabit in circumstances akin to marriage'. The legal effect of such a relationship is equated with that of married couples.<sup>2</sup> Statutes of this type do not specify the minimum length of time required for the cohabitation, but presume that the partners live in a common household and that the cohabitation is continuous.<sup>3</sup>

The requirement that the cohabiting partners are of the opposite sex is almost exclusively confined to statutes concerning social benefits and social insurance.<sup>4</sup> Even the provisions that do not specifically refer to the requirement of being 'a man and a woman', but refer, in a gender-neutral fashion, to 'persons cohabiting in circumstances akin to marriage' may be interpreted as only applying to a couple of the opposite sex. This is due to the fact that, at present, a marital bond can only be concluded between a man and a woman and 'circumstances akin to marriage' are

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<sup>2</sup> For example, S. 3 of the Finnish Act on Social Assistance (1412/1997) and S. 7a of the Finnish Act on Customer Payments in Social and Health Care (734/1992).

<sup>3</sup> The Social Insurance Institution (*Kansaneläkelaitos/Folkpensionsanstalten*), which administers the social insurance and social benefits scheme in Finland, has issued a number of guidelines related to the various schemes. According to the guidelines, the interpretation of a cohabitee relationship may vary according to the scheme in question. According to the national benefit schemes such as the housing benefit scheme and the widow(er)'s pension scheme, the cohabitation relationship is automatically presumed to exist without a waiting period if a man and a woman live together at the same address without being married and they are not closely related to each other. Evidence to the contrary is considered on a case by case basis. According to some other schemes, such as entitlement to the Finnish social insurance scheme or the study grant scheme, having lived together for at least six months is required in order to qualify as constant cohabitation ([www.kela.fi/kelan-etuusohjeet](http://www.kela.fi/kelan-etuusohjeet)).

<sup>4</sup> For example, the Finnish National Pensions Act (568/2007), the Finnish Health Insurance Act (1224/2004), the Finnish Act on the Protection of the Livelihood of Unemployed Persons (1290/2002), the Finnish Act on Social Assistance (1412/1997) and the Finnish Act on a General Housing Allowance (938/2014).

therefore only possible between a man and a woman. Such an interpretation has specifically been provided in the rationale of statutes such as the Finnish Employment Accidents Act (608/1948) and the Finnish Entrepreneurs' Pensions Act (1271/2006).

On the other hand, an interpretation according to which circumstances akin to marriage can only materialise in opposite-sex relationships has been expressly rejected in legislation outside the fields of social benefits and social insurance. For example, in the rationale of the Finnish Administrative Procedure Act (434/2003) and the Finnish Criminal Investigation Act (805/2011), the provisions relating to 'persons living in circumstances akin to marriage' have been stated to include also cohabiting couples of the same sex.

Hence, if the statute itself does not specify whether the condition of 'circumstances akin to marriage' refers to a couple of the opposite sex, its interpretation remains somewhat unclear and there is room for interpretation in individual cases. In order to eliminate this ambiguity, there has been a growing tendency to replace the notion of 'circumstances akin to marriage' with the notion of 'persons living in circumstances akin to marriage or other partnership'<sup>5</sup> or with the notion of 'a cohabiting partner'.<sup>6</sup>

Although the great majority of references relating to cohabiting couples do not state a minimum duration for the cohabitation in order to have legal effect, there are a number of provisions that do so. The required minimum period of time varies according to the subject matter from one<sup>7</sup> or two<sup>8</sup> years up to five years.<sup>9</sup>

Some definitions even require that the cohabiting couple have a common child or common custody of a child. The requirement of a child can exist either as an independent criterion for cohabitation to have legal effect<sup>10</sup> or, more commonly, as an alternative to the criteria of minimum duration.<sup>11</sup> 'A former marriage or a common

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<sup>5</sup> For example, the Finnish Act on Continuing Powers of Attorney (648/2007) and the Finnish Enforcement Act (705/2007).

<sup>6</sup> Finnish Act on the Dissolution of the Household of Cohabiting Partners (26/2011), the Finnish Adoption Act (22/2012), the Finnish Passport Act (671/2006) and the Finnish Securities Markets Act (746/2012).

<sup>7</sup> Finnish Act on Employment Pension Insurance Institutions (354/1997) and the Finnish Securities Markets Act (746/2012).

<sup>8</sup> Finnish Act on Reimbursements in the Foreign Service (596/2006), the Finnish Passport Act (671/2006), the Finnish Aliens Act (301/2004).

<sup>9</sup> Finnish Act on the Dissolution of the Household of Cohabiting Partners (26/2011), the Finnish Code of Inheritance (40/1965), the Finnish Inheritance and Gift Tax Act (378/1940, S. 11), the Finnish Act on the Recovery of Property to the Estate of a Bankrupt Person (758/1991), the Finnish Act on Certain Personal Data Files of Local Register Offices (57/2005).

<sup>10</sup> Finnish Employment Accidents Act, the Finnish Act on Military Benefits (781/1993).

<sup>11</sup> Finnish Act on the Dissolution of the Household of Cohabiting Partners (26/2011), the Finnish Code of Inheritance (40/1965), the Finnish Inheritance and Gift Tax Act (378/1940, S. 11), the Finnish Act on the Recovery of Property to the Estate of a Bankrupt Person (758/1991), the Finnish Act on Certain Personal Data Files of Local Register Offices (758/1991), the Finnish Act on Reimbursements in the Foreign Service (596/2006), the Finnish Passport Act (671/2006), the Finnish Aliens Act (301/2004).

child' has also been stated as one requirement for cohabitation to have legal effect in the area of tax law and agricultural benefits.<sup>12</sup> There is also one instance of 'a confirmed agreement of mutual support' being required, which is a precondition for having the right to a widow(er)'s pension after the death of one of the cohabiting partners. This criterion, however, is an alternative condition for having a common child.<sup>13</sup>

**5. Where informal relationships between a couple have legal effect:**

**a. When does the relevant relationship begin?**

If the statutory provision does not require a minimum duration of the cohabitation, the legal consequences of cohabitation begin from the moment the couple may be deemed to live continuously in a common household.<sup>14</sup> The exact time of when cohabitation is deemed to be continuous is left for interpretation in the relevant context. As the relationship based on cohabitation is not registered before a religious community or a governmental body, one very significant element for the establishment of the commencement of the joint household is the date when one or both of the partners submitted a notification according to which the couple live at the same address (*muuttoilmoitus/flyttanmälan*). Submitting the notification of a change of address, which is then recorded in the population information system, is a statutory requirement according to the Finnish Act on Domicile (201/1994). The factual circumstances according to which the couple can be deemed to 'live continuously in a common household' may, however, have already begun before the date when the notification is made. The party seeking to rely on the fact that the cohabitation has begun earlier or later than is evidenced by the information contained in the population register has to provide evidence that supports his or her claim.

Information contained in the population register can also be used for the purpose of establishing the other statutory criteria that may be required for the cohabitation to have legal effect, such as the birth of a common child, the decision establishing common custody of the child or a former marriage, as all these circumstances are also

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<sup>12</sup> Finnish Income Tax Act (1535/1992), the Finnish Act on Direct Agricultural Subsidies by the European Union (193/2013), the Finnish Act on National Agricultural and Horticultural Subsidies (1559/2001), the Finnish Act on the Reimbursement for Crop Damages (1214/2000), the Finnish Act on Reimbursement for Natural Damages, the Finnish Act on Environmental Subsidies to Agriculture and Certain Other Subsidies related to the Improvement of the Countryside (1440/2006).

<sup>13</sup> Finnish Employment Accidents Act (608/1948).

<sup>14</sup> The Social Insurance Institution (*Kansaneläkelaitos/Folkpensionsanstalten*), which administers, e.g., the social insurance and social benefits schemes in Finland, has issued a number of guidelines related to the various schemes. According to the guidelines, the interpretation of a cohabitee relationship may vary according to the scheme in question. However, according to the national benefit schemes such as the housing benefit scheme and the widow(er)'s pension scheme, the cohabitation relationship is automatically presumed to exist without a waiting period if a man and a woman live together at the same address without being married and they are not closely related to each other. Evidence to the contrary is considered on a case by case basis. According to some other schemes, such as entitlement to the Finnish social insurance scheme or the study grant scheme, living together for at least six months is required in order to qualify as continuous cohabitation ([www.kela.fi/kelan-etuusohjeet](http://www.kela.fi/kelan-etuusohjeet)).

recorded in the population information system (*väestötietojärjestelmä/befolkningsdata-systemet*).

**b. When does the relevant relationship end?**

The relationship based on cohabitation in a common household usually ends when the parties cease to live in a common household. In practice, this means that one of the partners moves away from the common address. Again, the establishment of this moment can be evidenced by the information contained in the population register. However, if the legal effects of cohabitation have been based on the fact that the couple have a common child or common custody of a child, the death of the child does not normally affect the legal status of the relationship.<sup>15</sup>

**6. To what extent, if at all, has the national constitutional position been relevant to the legal position of informal relationships between a couple?**

There are at least two instances where Parliament's Constitutional Law Committee has addressed the status of cohabiting couples. The first involved the definition of cohabiting couples in the context of the legislative process of the Finnish Nationality Act in 2002 (359/2003)<sup>16</sup> and the second involved the definition of cohabiting couples in the context of processing the government proposal on the Finnish General Housing Benefits Act (938/2014) in 2014.<sup>17</sup>

In the first instance, the government proposal on the Finnish Nationality Act proposed that 'a spouse shall refer to a marital spouse, to a person living in circumstances akin to marriage, to spouses who have registered their relationship and to persons who live in a partnership similar to a partnership referred to in the Finnish Act on Registered Partnerships (950/2001) without registering their partnership.' Accordingly, the proposal would have equated marital and registered spouses with cohabitation partners irrespective of their sex.

However, the Constitutional Law Committee considered this to be problematic and deleted the reference to cohabitation partners of the same sex. It justified this by referring to a decision made by Parliament one year previously on the Finnish Act on Registered Partnerships. In the context of accepting the said Act, Parliament issued a statement according to which the Act is not applicable to same-sex cohabiting couples who do not register their relationship and that those provisions that exist in

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<sup>15</sup> Exceptions to this are, at least according to the letter of the statute, the benefits paid by the Finnish Act on Military Benefits (781/1993). Also the definition of cohabitation in the Finnish Aliens Act (301/2004) has been drafted in such a manner that if joint guardianship of a child ends, it may result in the conclusion of the legal effects of the cohabitation partnership unless the couple have by this time lived together for at least two years or there is some other weighty reason why the couple should be treated similarly to a married couple. The latter criterion may well be fulfilled by the former joint guardianship of a child.

<sup>16</sup> Report of the Constitutional Law Committee No. 8/2002, related to government proposal No. 235/2002.

<sup>17</sup> Statement of the Constitutional Law Committee No. 17/2014, related to government proposal No. 52/2014.

the legislation on relationships akin to marriage cannot be applied to same-sex cohabiting couples on the basis of the Finnish Act on Registered Partnerships. According to the Constitutional Law Committee, the definition of a spouse proposed by the government would have violated the rationale behind the Parliamentary statement which was issued in 2001.

In the context of examining the government proposal on the general housing benefits Act in 2014, the Committee again considered the definition of cohabitees. This time the proposal by the government was to limit the definition of a cohabitee to 'a man and a woman, who live in a cohabitation relationship, i.e. in a continuous common household in circumstances akin to marriage.' According to the detailed rationale of the proposal, if two persons of a different sex live together at the same address, it is presumed that they live in a cohabitation relationship regardless of whether they have entered into the rental contract amongst themselves or separately, unless the age of the persons involved, the size of the apartment or other similar matters point to the conclusion that it is not a cohabitation relationship.<sup>18</sup>

The Constitutional Law Committee found the rationale to be problematic, as, on the one hand, the criteria attached to the definition were too rigid leaving no room for the opinions of the benefit seekers themselves, but on the other hand, the criteria gave too much room for interpretation to the officials deciding on benefits in independent cases. The Committee did not comment on the fact that the definition only concerned cohabitees of a different sex. However, the Committee took the view that it was important that the government conducts a comprehensive study on the problems related to the definitions of cohabitation across various legislative instruments and the possibilities for solving them in a manner that better accounts for the fundamental rights involved.

**7. To what extent, if at all, have international instruments (such as the European Convention on Human Rights) and European legislation (treaties, regulations, and directives) been relevant in your jurisdiction to the legal position of informal relationships between a couple?**

In Finland cohabitation was already given legal effect in social law and tax law in the 1970s. The rights and obligations involved in cohabitation relationships have gradually been extended to all administrative sectors and even to private law. The original impetus and the legislative model for the legal status of cohabitees mainly stems from the domestic law of the other Nordic and Central European countries rather than international instruments. Therefore, it cannot be said that the European instruments have, until recently, been the focus when the legal position of cohabiting couples has been discussed.

Finland ratified the European Convention on Human Rights in 1990 and became a member of the European Union in 1995. The influence of the European instruments

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<sup>18</sup> Government proposal No. 52/2014, at p. 18.

has gained increasing weight and today the case law of the European courts is closely followed.

**8. Give a brief history of the main developments and the most recent reforms of the rules regarding informal relationships between a couple. Briefly indicate the purpose behind the law reforms and, where relevant, the main reasons for not adopting a proposal.**

The status of cohabitantes has already been discussed in Finland since the mid-1970s and 1980s, when the number of cohabitee relationships started to increase rapidly. In this time period, legal effect to cohabitee relationships was mainly given in the area of social law and tax law. In 1984, the rights and obligations of cohabitee partners were also taken into account in housing legislation. This concerned, at first, only rental apartments and since 1990 also right-of-occupancy housing (*asumisoikeusasunto/bostadsrättsbostad*). However, cohabitation does not constitute rights or obligations according to the legislation on limited liability housing companies (*asunto-osakeyhtiö/bostadsaktiebolag*), which are, together with real estate housing, the most common housing options based on ownership.

In the main area of private law, cohabitation has not been recognized as a relationship that can be accorded rights or obligations according to legislation until very recently. There is, however, some case law from the 1980s and 1990s on long-lasting cohabitation partners being successful in bringing actions on the basis of unfair enrichment or ownership (e.g. KKO 1988:85 and KKO 1993:168). In the context of the reform of the Finnish Code of Inheritance in 1983, it was suggested that, similar to an engaged person, the surviving cohabitee partner could receive support from the estate of the deceased partner in order to ensure his or her subsistence, albeit not becoming an heir. However, this proposal was not accepted until almost 30 years later in 2011, when the general Finnish Act on the Dissolution of the Household of Cohabiting Partners (26/2011) was enacted and the related amendments to the Finnish Code of Inheritance (40/1965) were agreed upon. The Finnish Cohabitation Act also clarified the criteria for an action for unfair enrichment based on long-lasting informal relationships. Since then, no new steps have been taken, although calls for the need to harmonize the legal effects of cohabitation across all administrative sectors are frequently made.

**9. Are there any recent proposals (e.g. by Parliament, law commissions or similar bodies) for reform in this area?**

It is currently being discussed whether female registered couples and female cohabiting couples should be allowed to have access to infertility treatment as a couple in the same manner as married couples and cohabiting couples of a different sex. Currently, fertility treatment can be given to couples of a different sex and single women. In practice, many of these single women actually live in a registered partnership or in a cohabiting partnership, which is, however, not recognised in the treatment process.

**B. Statistics and estimations**

**10. How many marriages and, if permissible, other formalised relationships (such as registered partnerships and civil unions) have been concluded per annum? How do these figures relate to the size of the population and the age profile? Where relevant and available, please provide information on the gender of the couple.**

**Table 1. Number of concluded marriages and registered partnerships per annum related to the size of the population (marriages according to the female spouse) (Statistics Finland: Changes in marital status)**

Year	Marriages	Male registered partnerships	Female registered partnerships	Total	Pop. at the end of the year	Formalised relationship per pop. size
2000	26,150	-	-	26,150	5,181,115	0.50%
2001	24,830	-	-	24,830	5,194,901	0.48%
2002	26,969	240	206	27,415	5,206,295	0.53%
2003	25,815	84	106	26,005	5,219,732	0.50%
2004	29,342	84	102	29,528	5,236,611	0.56%
2005	29,283	100	100	29,483	5,255,580	0.56%
2006	28,236	84	107	28,427	5,276,955	0.54%
2007	29,497	93	120	29,710	5,300,484	0.56%
2008	31,014	91	158	31,263	5,326,314	0.59%
2009	29,836	91	155	30,085	5,351,427	0.56%
2010	29,952	124	198	30,274	5,375,276	0.56%
2011	28,408	111	222	28,741	5,401,267	0.53%
2012	28,878	110	219	29,207	5,426,674	0.54%
2013	25,119	126	247	25,492	5,451,270	0.47%

**Table 2. Number of concluded marriages in relation to the age profile according to the female spouse (Statistics Finland: Changes in marital status)**

Year	≤19	20-24	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	≥65
2000	813	5,648	7,575	4,931	2,838	1,630	1,302	781	304	160	168
2001	813	5,100	7,340	4,518	2,614	1,673	1,308	791	361	178	134
2002	779	5,047	8,262	4,756	2,956	1,851	1,597	876	469	209	167
2003	704	4,663	8,110	4,587	2,878	1,798	1,420	825	489	191	150
2004	779	4,826	8,876	5,175	3,598	2,148	1,818	1,023	666	240	193
2005	773	5,002	8,892	5,358	3,300	2,168	1,784	974	609	242	181
2006	735	4,626	8,585	5,207	3,105	2,164	1,754	959	620	288	193
2007	703	4,688	8,900	5,641	3,092	2,256	2,018	1,003	658	326	212
2008	700	4,608	9,256	5,938	3,285	2,497	2,334	1,127	706	331	232
2009	715	4,489	8,952	5,867	3,017	2,182	2,171	1,071	701	423	248
2010	705	4,350	8,984	6,014	3,127	2,270	2,133	1,014	671	437	247

2011	640	3,998	8,191	5,802	3,097	2,109	2,158	1,075	679	394	265
2012	631	3,952	8,282	5,591	3,188	2,167	2,409	1,141	761	444	312
2013	576	3,679	7,139	5,196	2,735	1,697	1,890	940	639	342	286

**Table 3. Number of concluded marriages in relation to the age profile according to the male spouse (Statistics Finland: Changes in marital status)**

Year	≤19	20-24	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	≥65
2000	260	3,344	7,235	6,141	3,720	2,103	1,644	1,179	581	261	294
2001	269	3,031	7,050	5,456	3,549	2,174	1,588	1,168	613	326	286
2002	240	3,075	7,617	5,923	3,808	2,408	1,867	1,301	734	372	296
2003	223	2,779	7,335	5,602	3,724	2,263	1,699	1,141	761	346	276
2004	248	2,897	7,806	6,200	4,303	2,855	2,123	1,405	1,000	438	354
2005	262	2,968	8,061	6,241	4,211	2,785	2,167	1,289	1,028	388	346
2006	236	2,762	7,518	6,166	3,989	2,822	2,087	1,391	926	483	328
2007	247	2,779	7,752	6,758	4,109	2,782	2,429	1,449	1,008	516	377
2008	231	2,789	7,960	7,091	4,168	3,118	2,655	1,492	1,092	594	400
2009	270	2,749	7,700	6,892	3,875	2,992	2,522	1,471	1,012	706	434
2010	258	2,596	7,697	7,096	3,956	2,836	2,494	1,436	983	697	427
2011	213	2,409	7,065	6,586	3,983	2,759	2,487	1,476	1,055	694	469
2012	235	2,418	6,997	6,544	3,977	2,685	2,789	1,560	1,128	733	525
2013	204	2,263	6,101	5,974	3,554	2,179	2,236	1,266	984	586	486

**Table 4. Number of married persons according to age group 2000-2013 (both genders together) (Statistics Finland: Population structure)**

Year	≤25	26-40	41-65	≥66	Total
2000	36,082 (1.8%)	485,601 (24.4%)	1,119,738 (56.4%)	344,961 (17.4%)	1,986,382 (100%)
2001	35,081 (1.8%)	471,915 (23.8%)	1,120,682 (56.6%)	352,676 (17.8%)	1,980,354 (100%)
2002	34,113 (1.7%)	461,595 (23.3%)	1,122,898 (56.8%)	359,888 (18.2%)	1,978,494 (100%)
2003	32,599 (1.6%)	451,747 (22.9%)	1,121,977 (56.8%)	368,404 (18.7%)	1,974,727 (100%)
2004	32,169 (1.6%)	444,931 (22.5%)	1,121,956 (56.7%)	379,815 (19.2%)	1,978,871 (100%)
2005	32,236 (1.6%)	439,346 (22.2%)	1,119,403 (56.4%)	392,309 (19.8%)	1,983,294 (100%)
2006	32,003 (1.6%)	433,843 (21.8%)	1,121,003 (56.5%)	398,924 (20.1%)	1,985,773 (100%)
2007	31,846 (1.6%)	430,593 (21.6%)	1,111,942 (55.8%)	416,891 (20.9%)	1,991,272 (100%)
2008	31,763 (1.6%)	429,398 (21.5%)	1,117,157 (55.9%)	421,437 (21.1%)	1,999,755 (100%)

2009	31,149 (1.6%)	428,089 (21.3%)	1,114,231 (55.6%)	432,066 (21.5%)	2,005,535 (100%)
2010	30,509 (1.5%)	429,398 (21.4%)	1,107,203 (55.1%)	442,698 (22.0%)	2,009,808 (100%)
2011	29,701 (1.5%)	429,686 (21.4%)	1,091,240 (54.2%)	461,837 (22.9%)	2,012,464 (100%)
2012	28,917 (1.4%)	430,979 (21.4%)	1,072,290 (53.2%)	485,078 (24.0%)	2,017,264 (100%)
2013	27,943 (1.4%)	428,123 (21.3%)	1,048,709 (52.1%)	508,392 (25.3%)	2,013,167 (100%)

**Table 5. Number of persons living in a registered partnership according to age group 2002-2013 (the registration of a partnership was made possible from 1.3.2002 onwards) (Statistics Finland: Population structure)**

Year	≤25	26-40	41-65	≥66	Total
2000	48 (5.5%)	395 (45.4%)	403 (46.3%)	25 (2.9%)	871 (100%)
2001	80 (6.6%)	554 (45.6%)	551 (45.4%)	29 (2.4%)	1,214 (100%)
2002	83 (5.4%)	715 (46.6%)	697 (45.4%)	40 (2.6%)	1,535 (100%)
2003	88 (4.8%)	858 (46.4%)	855 (46.2%)	48 (2.6%)	1,849 (100%)
2004	103 (4.8%)	955 (44.6%)	1,022 (47.8%)	60 (2.8%)	2,140 (100%)
2005	121 (5.0%)	1,023 (42.2%)	1,207 (49.8%)	75 (3.1%)	2,426 (100%)
2006	148 (5.3%)	1,141 (40.7%)	1,424 (50.8%)	88 (3.1%)	2,801 (100%)
2007	146 (4.6%)	1,285 (40.6%)	1,624 (51.3%)	112 (3.5%)	3,167 (100%)
2008	164 (4.5%)	1,457 (40.3%)	1,860 (51.4%)	138 (3.8%)	3,619 (100%)
2009	225 (5.5%)	1,657 (40.4%)	2,070 (50.5%)	150 (3.7%)	4,102 (100%)
2010	276 (6.1%)	1,802 (39.9%)	2,269 (50.3%)	164 (3.6%)	4,511 (100%)
2011	317 (6.3%)	2,035 (40.5%)	2,481 (49.3%)	196 (3.9%)	5,029 (100%)
2012	48 (5.5%)	395 (45.4%)	403 (46.3%)	25 (2.9%)	871 (100%)
2013	80 (6.6%)	554 (45.6%)	551 (45.4%)	29 (2.4%)	1,214 (100%)

**11. How many couples are living in an informal relationship in your jurisdiction?  
Where possible, indicate trends.**

**Table 6. Number of unmarried cohabiting couples 2000-2013 (in order to have the number of persons living in a cohabiting partnership according to female gender, the number should be doubled) (Statistics Finland: Families)**

Year	
2000	262,713
2001	272,000
2002	277,811
2003	283,389
2004	288,389
2005	293,437
2006	299,403

2007	304,032
2008	307,143
2009	310,691
2010	313,221
2011	318,225
2012	321,470
2013	328,304

**12. What percentage of the persons living in an informal relationship are:**

- a. Under 25 years of age?
- b. Between 26-40 years of age?
- c. Between 41-50 years of age?
- d. Between 51-65 years of age?
- e. Older?

**Table 7. Number of persons living in a cohabiting partnership according to age group 2000-2013 (both genders together) (Statistics Finland: Families)**

Year	≤25	26-40	41-50	51-65	≥66	Total
2000	120,723 (23.0%)	233,708 (44.5%)	94,656 (18.0%)	62,261 (11.8%)	14,078 (2.7%)	525,326 (100%)
2001	123,253 (22.7%)	239,957 (44.1%)	98,192 (18.1%)	67,642 (12.4%)	14,956 (2.7%)	543,900 (100%)
2002	122,893 (22.1%)	243,624 (43.8%)	100,743 (18.1%)	72,533 (13.1%)	15,829 (2.9%)	555,522 (100%)
2003	122,529 (21.6%)	246,717 (43.4%)	103,672 (18.3%)	77,822 (13.7%)	16,892 (3.0%)	567,532 (100%)
2004	123,820 (21.5%)	246,451 (42.7%)	105,789 (18.3%)	82,430 (14.3%)	18,288 (3.2%)	576,678 (100%)
2005	125,017 (21.3%)	246,524 (42.0%)	108,434 (18.5%)	87,105 (14.8%)	19,794 (3.4%)	586,774 (100%)
2006	126,209 (21.1%)	248,634 (41.5%)	110,691 (18.5%)	92,312 (15.4%)	20,960 (3.5%)	598,706 (100%)
2007	126,125 (20.7%)	249,906 (41.1%)	112,512 (18.5%)	96,561 (15.9%)	22,960 (3.8%)	607,964 (100%)
2008	125,985 (20.5%)	249,723 (40.7%)	112,894 (18.4%)	101,584 (16.5%)	24,100 (3.9%)	614,186 (100%)
2009	125,866 (20.2%)	250,866 (40.4%)	113,416 (18.3%)	105,591 (17.0%)	25,643 (4.1%)	621,282 (100%)
2010	125,273 (20.0%)	251,478 (40.1%)	112,687 (18.0%)	109,360 (17.5%)	27,644 (4.4%)	626,342 (100%)
2011	126,117 (19.8%)	255,372 (40.1%)	111,687 (17.5%)	112,842 (17.7%)	30,432 (4.8%)	636,450 (100%)
2012	127,253 (19.8%)	256,777 (39.9%)	109,806 (17.1%)	115,378 (17.9%)	33,726 (5.3%)	642,840 (100%)
2013	128,912	262,483	108,779	118,823	37,611	656,508

(19.6%)	(40.0%)	(16.6%)	(18.1%)	(5.7%)	(100%)
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**13. How many couples living in an informal relationship enter into a formal relationship with each other:**

- a. Where there is a common child?
- b. Where there is no common child?

This information is not available from the statistics, as detailed information on cohabiting partnerships is not available due to the nature of the relationship.

However, according to the questionnaire sent to 2,000 persons in 1997 and to 3,000 persons in 2007 by the Family Federation of Finland (*Väestöliitto*), acquiring children was reported amongst the six most important reasons for the conclusion of marriage by cohabitee respondents who were anticipating concluding a marriage in the near future. More or equally important reasons for concluding a marriage were (in the order of importance): 1) 'I have found a person who I want to share my life with', 2) 'Marriage is financially more secure', 3) 'I want to show that this relationship is permanent', 4) 'Marriage brings security', and 5) 'The time is ripe'. Of the persons already married, pregnancy was stated as the fourth most important reason for concluding the marriage after 1) 'I had found a person who I want to share my life with', 2) 'I wanted to show that this relationship is permanent', and 3) 'I thought that the conclusion of a marriage was appropriate in a long relationship'.<sup>19</sup>

**14. How many informal relationships are terminated:**

- a. Through separation of the partners?

This information is not available from the statistics, as detailed information on cohabiting partnerships is not available due to the informal nature of the relationship.

- b. Through the death of one of the partners?

This information is not available from the statistics, as detailed information on cohabiting partnerships is not available due to the informal nature of the relationship. However, as can be seen from Table 7, cohabiting partnerships are becoming more frequent also among the older population.

**15. What is the average duration of an informal relationship before its termination? How does this compare with the average duration of formalised relationships?**

This information is not available from the statistics, as detailed information on cohabiting partnerships is not available due to the informal nature of the relationship.

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<sup>19</sup> P. PAAJANEN, 'Mikä on minun perheeni? Suomalaisten käsityksiä perheestä vuosilta 2007 ja 1997', *Perhebarometri 2007*, Väestöliitto - Väestötutkimuslaitos Katsauksia E 30/2007, at p. 41-45.

16. What percentage of children are born outside a formal relationship? Of these children, what percentage are born in an informal relationship? Where possible, indicate trends.

**Table 8. All newborn children, children born outside marriage and the percentage of children born outside marriage 2000-2013 according to the statistics on all live births (National Institute for Health and Welfare: Register of newborn children).**

Year	Born total	Born outside marriage	Percentage of children born outside marriage
2000	56,742	22,247	39.2%
2001	56,189	22,222	39.5%
2002	55,555	22,156	39.9%
2003	56,630	22,649	40.0%
2004	57,758	23,554	40.8%
2005	57,745	23,319	40.4%
2006	58,840	23,858	40.5%
2007	58,729	23,824	40.6%
2008	59,530	24,246	40.7%
2009	60,430	24,697	40.9%
2010	60,980	25,066	41.1%
2011	59,961	24,498	40.9%
2012	59,493	24,695	41.5%
2013	58,134	24488	42.1%

**Table 9. Mothers giving birth, unmarried mothers,<sup>20</sup> cohabitee mothers and the percentage of cohabitee mothers in relation to unmarried mothers 2000-2013 according to information derived from maternity hospitals (National Institute for Health and Welfare: Register of newborn children).**

Year	Mothers total	Unmarried mothers	Cohabitee mothers	Percentage of cohabitee mothers of unmarried mothers
2000	55,851	23,361 (41.8%)	15,440 (27.6%)	66.1%
2001	55,135	23,578 (42.8%)	15,332 (27.8%)	65.0%
2002	54,698	21,551 (39.4%)	14,103 (25.8%)	65.4%
2003	55,788	21,792 (39.1%)	14,688 (26.3%)	67.4%
2004	56,878	22,891 (40.2%)	18,055 (31.7%)	78.9%
2005	56,961	22,814 (40.1%)	17,752 (31.2%)	77.8%
2006	58,158	23,275 (40.0%)	17,637 (30.3%)	75.8%
2007	58,025	23,597 (40.7%)	19,029 (32.8%)	80.6%
2008	58,925	24,334 (41.3%)	19,817 (33.6%)	81.4%
2009	59,918	25,209 (42.1%)	19,434 (32.4%)	77.1%
2010	60,422	25,471 (42.2%)	19,648 (32.5%)	77.1%

<sup>20</sup> Unmarried mothers means, in this context, mothers who are not married and not in a registered partnership.

2011	59,385	24,979 (42.1%)	19,033 (32.1%)	76.2%
2012	59,039	24,985 (42.3%)	18,814 (31.9%)	75.3%
2013	57,728	24,664 (42.7%)	19,205 (33.3%)	77.9%

**17. What is the proportion of children living within an informal relationship who are not the couple's common children (excluding foster children)?**

**Table 10. Children living in cohabitation families, non-common children and the proportion of non-common children living within cohabitation families (Statistics Finland: Families)**

Year	Children living in cohabitation families	Non-common children	Percentage of non-common children living within a cohabitation family
2000	156,411	67,091	42.9%
2001	161,502	69,188	42.8%
2002	164,954	70,936	43.0%
2003	168,479	72,269	42.9%
2004	170,584	73,869	43.3%
2005	172,898	75,974	43.9%
2006	175,516	77,254	44.0%
2007	176,801	77,906	44.0%
2008	175,986	77,841	44.2%
2009	175,951	77,671	44.1%
2010	175,563	76,925	43.8%
2011	175,981	76,896	43.7%
2012	176,104	76,392	43.4%
2013	178,899	75,957	42.5%

**18. How many children are adopted within an informal relationship:**

**a. By one partner only?**

No exact figures are available on this, but according to the Finnish Adoption Board, these cases are very rare. Their estimate for adoptions within a cohabitation partnership is five cases in 2000-2013. According to Statistics Finland, no adoptions of this kind took place in the year 2013.

**b. Jointly by the couple?**

According to the Finnish Adoption Act (22/2012), it is not possible for cohabiting partners to adopt jointly. It is only possible to adopt a child jointly if the couple are married.

**c. Where one partner adopted the child of the other?**

According to the Finnish Adoption Act (22/2012), it is not possible for one cohabiting partner to adopt the child of the other. It is only possible to adopt the child of the other partner if the couple are married or living in a registered partnership.

**19. How many partners in an informal relationship have been in a formal or an informal relationship previously?**

Only information on previous marriages is available and only from 2005 onwards.

**Table 11. Number of previous marriages of men and women living in a cohabiting partnership at the end of the year 2005-2013 (Statistics Finland: Families)**

	Previous marriages (male)	Total	Previous marriages (female)		
			0	1+	Unknown
2005	<b>Total</b>	<b>293,437</b>	218,079	74,560	798
	0	222,578	193,212	29,097	269
	1+	69,963	245,23	45,119	321
	Unknown	896	344	344	208
2006	<b>Total</b>	<b>299,403</b>	223,089	75,436	878
	0	227,260	197,587	29,357	316
	1+	71,147	25,097	45,729	321
	Unknown	996	405	350	241
2007	<b>Total</b>	<b>304,032</b>	226,956	76,135	941
	0	230,947	201,120	29,476	351
	1+	71,991	25,383	46,288	320
	Unknown	1,094	453	371	270
2008	<b>Total</b>	<b>307,143</b>	229,781	76,293	1,069
	0	233,560	203,690	29,452	418
	1+	72,329	25,535	46,466	328
	Unknown	1,254	556	375	323
2009	<b>Total</b>	<b>310,691</b>	232,992	76,522	1,177
	0	236,636	206,673	29,491	472
	1+	72,608	25,621	46,655	332
	Unknown	1,447	698	376	373
2010	<b>Total</b>	<b>313,221</b>	235,364	76,554	1,303
	0	238,674	208,782	29,386	506
	1+	72,892	25,758	46,783	351
	Unknown	1,655	824	385	446
2011	<b>Total</b>	<b>318,225</b>	239,665	77,079	1,481
	0	242,708	212,588	29,543	577
	1+	73,526	26,042	47,123	361
	Unknown	1,991	1,035	413	543
2012	<b>Total</b>	<b>321,470</b>	242,600	77,156	1,714
	0	245,525	215,262	29,591	672
	1+	73,593	26,123	47,110	360
	Unknown	2,352	1,215	455	682

2013	<b>Total</b>	<b>328,304</b>	248,124	78,364	1,816
	<b>0</b>	250,530	219,978	29,878	674
	<b>1+</b>	75,050	26,679	47,996	375
	<b>Unknown</b>	2,724	1,467	490	767

**C. During the relationship**

**20. Are partners in an informal relationship under a duty to support each other, financially or otherwise:**

**a. Where there are no children in the household?**

Cohabitees are under no duty to support each other by law. However, the partners can enter into voluntary maintenance agreements.

**b. Where there are common children in the household?**

Cohabitees are not under a duty to support the other partner even if there are common children in the household. The parental duty to support one's children is limited to children and it does not extend to the parent of the child unless a separate contract has been entered into.

**c. Where there are other children in the household?**

Cohabitees are not under a duty to support the other partner even if there are common children in the household. The legal duty to support one's children is limited to one's own children and it does not extend to the parent of the common or non-common children living in the household.

**21. Are partners in an informal relationship under a general duty to contribute to the costs and expenses of their household?**

No. If one partner does not contribute to the costs and expenses of their household, the other partner does not have a general legal right to force the other to contribute.

**22. Does a partner in an informal relationship have a right to remain in the home against the will of the partner who is the owner or the tenant of the home?**

Generally not, if the home is owned solely by the unwilling partner and the home is in the form of a limited liability housing company (*asunto-osakeyhtiö/bostadsaktiebolag*) or real estate. However, according to S. 53 of the Finnish Act on Residential Leases (481/1995), one spouse alone cannot terminate a lease agreement without the other spouse's consent. According to the Act, persons living together as husband and wife without marriage are also considered as spouses and both spouses shall be heard in any matter related to the apartment where they both live, if this is considered necessary (S. 11). If the spouse withholds his or her consent without acceptable cause, the court may nevertheless authorize the termination of the lease agreement. If persons who are not marital spouses have rented the apartment for use as their joint

home, the court may, upon request, order that the person or persons who have the greatest need for the apartment shall continue to hold the lease (S. 48). However, this option can only be used if the cohabiting spouses have rented the apartment together. If the spouses were married, the Court could issue the order regardless of who has signed the lease agreement.

Similarly, according to S. 41 of the Finnish Right-of-Occupancy Housing Act (650/1990), both spouses must be given a hearing in matters concerning the apartment they use as their joint residence, regardless of the fact that the right is owned by one partner alone.

**23. Are there specific rules on a partner's rights of occupancy of the home:  
a. In cases of domestic violence?**

There are no specific rules concerning cohabiting partners in the Finnish Act on Restraining Orders (898/1998), but the rules on within-the-family restraining orders apply equally to all family members who live permanently in the same residence. According to the Act (S. 3), a person on whom a within-the-family restraining order has been imposed must leave the residence where he or she and the person protected permanently live together, and he or she may not return for the duration of the order. The restraining order does not have any effect on the financial responsibilities of the parties. For example, the partner who is a party to a lease agreement remains liable for the rent to be paid also for the duration of the order as well as the partner who remains in the home.

**b. In cases where the partner owning or renting the home is absent?**

There are no specific rules concerning cohabiting partners if one cohabitee owns the home but is absent, for example, due to hospitalization or imprisonment. The owner can allow anyone, including his or her cohabitee, to stay in the home. If the owner of the home does not wish the current occupant to remain in the home and the occupant does not leave the premises voluntarily, he or she can bring a claim to the District Court in order to apply for a ground for eviction. The same rules on hearing and consent apply as under Question 22 with regard to the Finnish Act on Residential Leases (481/1995) and the Finnish Right-of-Occupancy Act (650/1990).

There are no specific rules on the partner's right to occupy the home in cases where the owner is missing. According to the Finnish Act on the Declaration of a Person's Death (127/2005), the waiting period before a person can be declared dead varies from one year to five years according to the circumstances of the person's disappearance.

**24. Are there specific rules on transactions (e.g. disposal, mortgaging, subletting) concerning the home of partners in an informal relationship:  
a. Where the home is jointly owned by the partners?**

The provisions of the Finnish Marriage Act that prevent one of the spouses from disposing of the joint home without the consent of the other spouse do not apply to cohabitants. However, the general provisions of the Finnish Act on Certain Joint Ownership (180/1958) apply instead. The Act is applied to all joint owners independent of their partnership status. This Act states that a joint owner can dispose of or otherwise dictate his or her share of the property, if his or her actions do not affect the rights and benefits of the other owners. The joint owner of the property has the right to make an application to the District Court for an order to sell the property, if the owners cannot agree on the use of the property.

**b. Where the home is owned by one of the partners?**

Again, the provisions of the Finnish Marriage Act that prevent the spouse from disposing of the joint home without the consent of the other spouse do not apply to cohabitants. Generally, a partner can freely sell, mortgage or sublet the home if he or she is the sole owner of the property. However, if the home is in a right-of-occupancy building under the Finnish Right-of-Occupancy Housing Act (650/1990), where the right of occupancy is purchased against payment, also a person living in circumstances similar to a marriage with the holder of the occupancy rights shall be given an opportunity to be heard in matters concerning the apartment. It is to be noted that this housing scheme is not to be confused with the limited liability housing companies (*asunto-osakeyhtiö/bostadsaktiebolag*), which is a much more common type of housing in Finland.

**c. Where the home is jointly rented by the partners?**

According to the Finnish Act on Residential Leases (S. 53), one spouse alone cannot terminate a lease agreement without the other spouse's consent regardless of who has signed the lease agreement. Such consent will not, however, be necessary if it cannot be obtained without undue inconvenience. Persons living together as husband and wife without marriage are considered as being equivalent to married spouses according to the Act (S. 11). The Act does not include specific provisions on subletting with regard to cohabitants.

**d. Where the home is rented by one of the partners?**

According to the Finnish Act on Residential Leases (S. 53), if the spouses live in an apartment which they have rented jointly or which one of them has rented, one spouse alone cannot terminate the lease agreement without the other spouse's consent. Such consent will not, however, be necessary if it cannot be obtained without undue inconvenience. Persons living together as husband and wife without marriage are considered as being equivalent to married spouses according to the Act (S. 11). The Act does not include specific provisions on subletting with regard to cohabitants.

**25. Under what circumstances and to what extent can one partner act as an agent for the other?**

Normally, one cohabiting partner can act as an agent for the other only according to the general rules on agency. For example, one cohabiting partner requires a power of attorney from the other partner in order to, e.g., deal with a bank, post office or any other financial transaction on behalf of the other partner. However, specific rules may apply. For example, when a process server has sought a person with a known residence in Finland, but has not found him or her or any persons competent to receive service in his or her place, the process server may serve the notice by delivering the documents to any household member, including a cohabiting partner, who has attained fifteen years of age (Finnish Code of Judicial Procedure, Chapter 11, S. 7).

**26. Under what circumstances can partners in an informal relationship become joint owners of assets?**

With regard to immovable assets, there are no specific rules concerning cohabitees: the partners can only become joint owners of immovable assets if they have acquired and recorded the property jointly or if it can be shown in court that their intention was to acquire the property jointly. With regard to movable assets, there is a provision in the Finnish Act on the Dissolution of the Household of Cohabiting Partners (26/2011) that creates the presumed co-ownership of movable assets if it cannot be proven which cohabiting partner a particular movable object belongs to (S. 6). However, this Act only applies to cohabiting partners who have lived in a common household for a minimum period of five years or who have (or have had) a joint child. The provision applies only to situations where the property is being separated in the context of the dissolution of the common household.

**27. To what extent, if at all, are there specific rules governing acquisitions and/or transactions in respect of household goods? In answering this question briefly explain what is meant by household goods.**

There are no specific rules governing cohabitees' acquisitions and/or transactions in respect of household goods.

**28. Are there circumstances under which partners in an informal relationship can be regarded as joint owners, even if the title belongs to one partner only?**

The general rules of ownership also apply to cohabiting partners. As was explained under question 26, the presumption of the co-ownership of movable property does not apply if it can be proven that the title of the movable asset belongs to one partner only. In cases involving the ownership of property, in addition to the title, the Supreme Court has paid attention to the intention of the partners and the payments made by them (for example, KKO 1985-II-167, KKO 1988:85, KKO 1992:48).

**29. How is the ownership of assets proved as between partners in an informal relationship? Are there rebuttable presumptions?**

The ownership of assets is normally proven according to the general rules. As for assets that require registration, e.g. immovable assets, flats, shares, cars, boats, motorcycles and firearms, the registration information acts as a strong presumption of ownership. However, with regard to movable assets that are not registered, the title may be more difficult to prove as the property is usually located in the common home and is controlled by the partners jointly. For this purpose, the Finnish Act on the Dissolution of the Household of Cohabiting Partners (26/2011) contains a provision that creates a presumption of co-ownership if it cannot be proven which partner a particular movable object belongs to (S. 6). However, this Act only applies to cohabiting partners who have lived in a common household for a minimum period of five years or who have (or have had) a joint child. The provision applies only to situations where the property is being separated in the context of the dissolution of the common household.

**30. How is the ownership of assets proved as regards third parties? Are there rebuttable presumptions?**

No separate rules apply, for this purpose, to cohabiting partners. According to the Finnish Enforcement Code (705/2007, Chapter 4, S. 11), chattels in the joint possession of the debtor and a third party (such as the spouse or a cohabitee partner) are deemed to belong to them in equal parts, unless the third party shows or it otherwise becomes apparent that the property belongs solely or to a greater part to the third party. S. 13 further provides that real estate to which the debtor has received legal confirmation of possession may be attached together with the constituent parts and appurtenances, unless a third party shows or it otherwise becomes apparent that the real estate belongs to the third party or that a certain object is owned by the third party and does not belong to the real estate.

**31. Under what circumstances, if any, can partners in an informal relationship become jointly liable for debts?**

Generally, the partners can only become jointly liable for debts if they have made a separate agreement to this effect.

However, according to the Finnish Act on Residential Leases (S. 11), a married couple or persons living together as husband and wife without marriage (spouses) are jointly and severally liable for the obligations deriving from the lease agreement if they live together in a residential apartment leased by both spouses jointly or by one of them. If one spouse moves out, the spouse who has not leased the apartment continues to be liable for the obligations deriving from the lease agreement for as long as he or she remains in the apartment. Both spouses shall be heard in any matter related to such an apartment if this is considered necessary.

Also, according to the Finnish Right-of-Occupancy Housing Act (S. 41), if the spouses use an apartment held by virtue of a right of occupancy as their joint residence, they shall be jointly and severally liable for any obligations arising from the right-of-occupancy contract. If the other spouse moves out of the apartment, the spouse who

is not a party to the right-of-occupancy contract shall continue to be liable for obligations arising from the said contract for as long as he or she resides in the apartment. A person living in circumstances similar to a marriage with the holder of occupancy rights is equated with a spouse.

**32. On which assets can creditors recover joint debts?**

Generally, if a debt has been incurred jointly by two or more persons and if they have not agreed on the distribution of liability, they are all jointly and severally liable for the debt (see, for example, S. 2 of the Finnish Promissory Notes Act, 622/1947). The Court decision, which forms the ground for enforcing the recovery of the debt, is always addressed to an individual rather than to two persons jointly. In the case of a joint debt, the creditor will therefore bring a claim against two separate individuals. In an enforcement case that originates from a joint debt, the bailiff is not directed to recover the debt from jointly owned assets, as the link to joint responsibilities has been severed during the recovery process.

According to the Finnish Enforcement Act (705/2007, Chapter 4, S. 24), property is attached in the following order: 1) money or a claim for money or wages, a salary, pension or other periodical income; 2) other chattels; 3) real estate; 4) property that the debtor needs as his or her permanent residence or for his or her necessary livelihood, and the means of production necessary in the debtor's business or trade activity. An exception may be made in the order of attachment, for example, if the parties so agree (Chapter 4, S. 25).

**33. Are there specific rules governing the administration of assets jointly owned by the partners in an informal relationship? If there are no specific rules, briefly outline the generally applicable rules.**

There are no specific rules on the administration of joint assets for cohabitees. The general rules apply. According to the Finnish Act on Certain Joint Ownership (180/1958), the joint owner can dictate his or her share of the property, if his or her actions do not affect the rights and benefits of the other owners. The joint owner of the property has a right to apply to the District Court for an order to sell the property, if the owners cannot agree on the use of the property.

**D. Separation**

**34. When partners in an informal relationship separate does the law grant maintenance to a former partner? If so, what are the requirements?**

No, there is no legal duty to pay maintenance to a former cohabiting partner. Partners may, however, enter into a voluntary agreement to pay maintenance.

**35. What relevance, if any, upon the amount of maintenance is given to the following factors/circumstances:**

**a. The creditor's needs and the debtor's ability to pay maintenance?**

- b. The creditor's contributions during the relationship (such as the raising of children)?**
- c. The standard of living during the relationship?**
- d. Other factors/circumstances (such as giving up his/her career)?**

Not applicable, as there is no legal duty to pay maintenance.

- 36. What modes of calculation (e.g. percentages, guidelines), if any, apply to the determination of the amount of maintenance?**

Not applicable.

- 37. Where the law provides for maintenance, to what extent, if at all, is it limited to a specific period of time?**

Not applicable.

- 38. What relevance, if any, do changed circumstances have on the right to continued maintenance or the amount due?**

Not applicable.

- 39. Is the maintenance claim extinguished upon the claimant entering:**
- a. Into a formal relationship with another person?**
  - b. Into an informal relationship with another person?**

Not applicable.

- 40. How does the creditor's maintenance claim rank in relation to:**
- a. The debtor's current spouse, registered partner, or partner in an informal relationship?**
  - b. The debtor's previous spouse, registered partner, or partner in an informal relationship?**
  - c. The debtor's children?**
  - d. The debtor's other relatives?**

Not applicable.

- 41. When partners in an informal relationship separate, are specific rules applicable to the determination of the ownership of the partners' assets? If there are no specific rules, which general rules are applicable?**

With regard to movable assets, there is a provision in the Finnish Act on the Dissolution of the Household of Cohabiting Partners (26/2011) that creates presumed co-ownership in terms of movable assets, if it cannot be proven which cohabiting partner a particular movable object belongs to (S. 6). However, this Act

only applies to cohabiting partners who have lived in a common household for a minimum period of five years or who have (or have had) a joint child. In terms of assets that require registration, the information provided on ownership in the context of registration creates a strong presumption of ownership.

**42. When partners in an informal relationship separate, are specific rules applicable subjecting all or certain property (e.g. the home or household goods) to property division? If there are no specific rules, which general rules are applicable?**

The Finnish Act on the Dissolution of the Household of Cohabiting Partners (26/2011) was created for this particular purpose. The Act contains the following: a provision on the duty to carry out the separation of property, which cannot be waived prior to separation (S. 2 and 4), a provision on the principle that when the property is separated each cohabiting partner will keep his or her own property unless otherwise agreed (S. 5), an obligation to dissolve joint ownership on demand (S. 5), a presumption of the co-ownership of movable assets unless title can be proven (S. 6), a right to apply for an estate distributor from the District Court to separate the property if agreement on the separation cannot be reached (S. 7), and a right to apply for compensation from the other partner if the dissolution of the household according to ownership would result in unjust enrichment at the expense of the other partner because of his or her contributions to the shared household (S. 8 and 9).

**43. Do the partners have preferential rights regarding their home and/or the household goods? If so, what factors are taken into account when granting these rights (e.g. the formal ownership of the property, the duration of the relationship, the needs of each partner, the care of children)?**

The property is separated according to title, i.e. formal ownership of the property, if proof of ownership can be provided.

**44. How are the joint debts of the partners settled?**

No separate provisions exist on this. In practice, one partner incurs the debt in his or her name in return for the payment or receipt of other property or property is sold to settle the debt.

**45. What date is decisive for the determination and the valuation of:**

**a. The assets?**

No separate provision exists on this.

**b. The debts?**

No separate provision exists on this.

**46. On what grounds, if any, and to what extent may a partner upon separation claim compensation upon the basis of contributions made or disadvantages suffered during the relationship?**

The necessary criterion is laid down in S. 8 of the Finnish Act on the Dissolution of the Household of Cohabiting Partners (26/2011). According to this Section, a cohabiting partner is entitled to compensation if, through contributions for the benefit of the shared household, he or she has assisted the other cohabiting partner in accumulating or retaining his or her property so that the dissolution of the household, solely on the basis of ownership, would result in unjust enrichment at the expense of the other.

The following can be deemed to be contributions for the benefit of a shared household: 1) work done by one cohabiting partner for the benefit of the shared household or property owned by the other; 2) the use of funds for the shared household; 3) the investment of funds by one cohabiting partner in property owned by the other; or 4) any other similar contribution.

However, no right to compensation exists if the unjust enrichment arising from a contribution for the benefit of a shared household can be deemed to be insignificant given the circumstances.

**E. Death**

**47. Does the surviving partner have rights of inheritance in the case of intestate succession? If yes, how does this right compare to that of a surviving spouse or a registered partner, in a marriage or registered partnership?**

The surviving cohabitation partner does not have a right to inherit, unless there is a will in favour of the surviving partner. The position of the surviving cohabitation partner is dramatically different from the surviving spouse, who inherits everything if the deceased does not have any children. The status of the surviving spouse is the same for both married and registered spouses.

**48. Does the surviving partner have any other rights or claims on the estate (e.g. any claim based on dependency, compensation, or maintenance) in the case of intestate succession?**

The Finnish Code of Inheritance (40/1965) entails provisions according to which the surviving cohabitee may receive support from the estate of the deceased cohabitee in the form of money, other property or as a usufruct (*käyttöoikeus/nyttjanderätt*), if his or her livelihood has been compromised by the death of his or her partner and the support is necessary to secure that livelihood. The surviving partner is only entitled to support if the partners had lived in a common household for a minimum period of five years or had a common child.

In addition to support according to the Finnish Code of Inheritance (40/1965), the surviving partner is entitled to the same compensation based on unjust enrichment as he or she is entitled to receive in the case of separation, if the separation of property according to ownership would result in an unfair distribution of property taking into account the contributions for the benefit of the shared household by both partners. The grounds for this compensation are based on S. 8 of the Finnish Act on the Dissolution of the Household of Cohabiting Partners (26/2011) and are described in more detail under Question 46.

**49. Are there specific rules dealing with the home and/or household goods?**

No.

**50. Can a partner dispose of property by will in favour of the surviving partner:**

**a. In general?**

Yes.

**b. If the testator is married to or is the registered partner of another person?**

Yes, although the dissolution of the matrimonial property scheme has priority and its outcome will determine which part of the estate remains free to be disposed of by will.

**c. If the testator has children?**

Yes, although the children are entitled to their reserved share, which is 50 percent of the share that they would have received without a will. The children can contest the will if it prevents them from inheriting their reserved share.

**51. Can partners make a joint will disposing of property in favour of the surviving partner:**

**a. In general?**

Yes.

**b. If either testator is married to or is the registered partner of another person?**

Yes, although the dissolution of the matrimonial property scheme will determine which part of the estate remains free to be disposed of by will.

**c. If either testator has children?**

Yes, although the children are entitled to their reserved share, which is 50 percent of the share that they would have received without a will. The children can contest the will if it prevents them from inheriting their reserved share.

- 52. Can partners make other dispositions of property upon death (e.g. agreements as to succession or gifts upon death) in favour of the surviving partner:**
- a. In general?**
  - b. If either partner is married to or is the registered partner of another person?**
  - c. If either partner has children?**

Agreements as to succession and gifts upon death are, in general, invalid under the Finnish law of succession.

- 53. Is the surviving partner entitled to a reserved share<sup>21</sup> or to any other rights or claims on the estate (e.g. any claim based on dependency, compensation, or maintenance) in the case of a disposition of property upon death (e.g. by will, joint will, or inheritance agreement) in favour of another person?**

The surviving partner is not entitled to a reserved share as he or she does not have a right to inherit in the first place. However, if the surviving partner is entitled to compensation on the basis of unjust enrichment according to the Finnish Act on the Dissolution of the Household of Cohabiting Partners (26/2011), S. 8, this must be paid from the estate before the shares of the estate are determined. The same applies if the surviving partner is entitled to support under the Finnish Code of Inheritance (40/1965), Chapter 8, S. 2. This means that compensation and support have priority over a disposition of property upon death in favour of another person. However, one of the requirements related to the definition of a cohabitee under the Finnish Cohabitation Act is that the person cannot be married to or in a registered partnership with another person. As the Finnish Code of Inheritance makes use of the same definition, neither the compensation based on unjust enrichment nor the support based on the Finnish Code of Inheritance is available to a surviving partner, whose partner was married to or in a registered partnership with some other person at the moment of his or her death.

- 54. Are there any statistics or estimations on how often a relationship is terminated by the death of one of the partners?**

No. This information is not available from the statistics, as detailed information on cohabiting partnerships is not available due to the informal nature of the relationship.

However, as can be seen from Table 7, cohabiting partnerships are becoming more frequent also among the older population.

- 55. Are there any statistics or estimations on how common it is that partners in an informal relationship make a will in favour of the other partner?**

No. In general, wills are not very commonly made in Finland.

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<sup>21</sup> See Regulation no. 650/2012 of the European Parliament and of the Council of 4 July 2012 on jurisdiction, applicable law, recognition and enforcement of decisions and acceptance and enforcement of authentic instruments in matters of succession [2012] OJ L 201/107.

**56. Are there any statistics or estimations on how common it is that a partner in an informal relationship is the beneficiary to the other partner's life insurance?**

There are no statistics available. The most common designation as a beneficiary is 'next of kin'. The meaning of the expression can vary according to the circumstances. In the Supreme Court decision KKO 2004:40, the term was interpreted to refer to the cohabiting partner, as in the subsequent will the testator had left all of his possessions to his cohabiting partner.

**F. Agreements**

**57. Are there specific rules concerning agreements between partners in an informal relationship? Where relevant, please indicate these specific rules. If not, which general rules apply?**

According to the Finnish Cohabitation Act, cohabitation partners are generally free to derogate from the provisions of the Act by agreement. However, according to the same Act, it is not allowed to make anticipatory agreements waiving the right to demand the separation of property or the right to apply for an estate distributor to be appointed. The form or contents of these agreements is/are, however, not specified. In that respect, general rules apply, for example on the specific form of a will or that agreements should generally be made in writing due to evidentiary reasons.

**58. Are partners in an informal relationship permitted to agree on the following issues:**

**a. The division of tasks as between the partners?**

Yes.

**b. The contributions to the costs and expenses of the household?**

Yes.

**c. Their property relationship?**

Yes.

**d. Maintenance?**

Yes.

**e. The duration of the agreement?**

Yes.

**59. Are partners in an informal relationship permitted to agree on the legal consequences of their separation?**

Yes. However, it is not allowed to make anticipatory agreements waiving the right to demand the separation of property or the right to apply for an estate distributor to be appointed. However, if partners enter into a written agreement on the separation of their property at the time of separation and the separation of property is executed according to the agreement then that in itself constitutes a legally valid deed on the separation of property. As a result, an estate distributor cannot be appointed as there is already a valid deed on the separation of property.

**60. Are the agreements binding:**

**a. Between the partners?**

Yes, just as any other agreements between two persons.

**b. In relation to third parties?**

Yes, up to the point that a third party interest is violated. In a situation where one partner cannot satisfy his or her own creditors due to a donation made to the other partner in separation, the creditors can in these circumstances seek recovery from the donated property if the donation exceeded the amount that was due. See more details under Question 64.

**61. If agreements are not binding, what effect, if any, do they have?**

The agreements are binding between the partners and in relation to third parties, as long as third party interests can be satisfied.

**62. If specific legislative provisions regulate informal relationships, are the partners permitted to opt in or to opt out of this specific regulation?**

Yes, the partners are allowed to opt out of the Finnish Cohabitation Act. However, it is not allowed to make anticipatory agreements waiving the right to demand the separation of property or the right to apply for an estate distributor to be appointed.

**63. When can the agreement be made (before, during, or after the relationship)?**

Before, during and after the relationship has ended.

**64. What formal requirements, if any, govern the validity of agreements:**

**a. As between the partners?**

As to agreements before and during the relationship, no formal requirements exist. Formal requirements concern only the deed on the separation of the property after the relationship has ended. The criteria are the same as for the deed on the dissolution of property between spouses or the distribution of property from the

estate of the deceased. The deed must be in writing and signed by the parties and by two impartial witnesses. If the deed on the separation of property is made by an estate distributor, the deed must be in writing and signed by the estate distributor.

**b. In relation to a third party?**

As to agreements before and during the relationship, no formal requirements exist. However, if, when separating the property or when paying the compensation due to unjust enrichment, one cohabiting partner has received considerably more of the property of the other partner than he or she would have been liable to give, the property or compensation can be recovered from a bankruptcy estate, unless the separation deed or the agreement or some other document concerning compensation is submitted to the local register office for registration and more than three years have elapsed since the registration.<sup>22</sup>

**65. Is independent legal advice required?**

No.

**66. Are there any statistics or estimations on the frequency of agreements made between partners in an informal relationship?**

No. Anticipatory agreements are not registered.

**67. Are there any statistics or estimations regarding the content of agreements made between partners in an informal relationship?**

No.

**G. Disputes**

**68. Which authority is competent to decide disputes between partners in an informal relationship?**

The authority deciding on disputes between partners depends on the nature of the dispute. Generally, legal disputes between partners are heard by the District Court. However, if the dispute is about the separation of property or the compensation for unjust enrichment according to the Finnish Cohabitation Act, the partner of the heir or the deceased partner can make an application to the District Court for the appointment of an estate distributor to separate the property. The claim for compensation for unjust enrichment can also be made to the estate distributor. If one or both of the parties are not satisfied with the decision of the estate distributor, the decision can be appealed to the District Court. The claim for compensation can also be made directly to the District Court if no application for the appointment of the estate distributor has been made in the first place.

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<sup>22</sup> Finnish Act on the Recovery of Property from the Estate of a Bankrupt Person (758/1991), S. 9a.

**69. Is that the same authority as for spousal disputes?**

Yes. Disputes on the division of matrimonial property are also primarily decided by the estate distributors.

**70. Can the competent authority scrutinise an agreement made by the partners in an informal relationship? If yes, what is the scope of the scrutiny?**

Yes. The estate distributor will examine the validity of the agreement and the separation of the property will be carried out according to the agreement, if it is considered valid. If the agreement is such that it covers the separation of the property as a whole, the task of the estate distributor is merely to execute the agreement. If the existence of the agreement is made known to the District Court in the context of the appointment of the estate distributor, it may examine its validity in the appointment process and decide that the appointment cannot be made due to the already existing agreement on the separation of property.

**71. Can the competent authority override or modify the agreement on account of fairness towards a partner, the rights of a third party, or on any other ground (e.g. a change of circumstances)?**

Generally, according to the Finnish Contracts Act (228/1929), a contract between the parties is binding if an offer to conclude a contract has been accepted. However, agreements can be made equitable according to S. 36 of the said Act, according to which if a contract term is unfair or its application would lead to an unfair result, the term may be adjusted or set aside. In determining what is unfair, regard shall be had to the entire contents of the contract, the positions of the parties, the circumstances prevailing at and after the conclusion of the contract, and to other factors. In addition to the Finnish Contracts Act, the estate distributor has the power to take into account the provisions on unjust enrichment in the Finnish Cohabitation Act (S. 6), if a claim for compensation is made by either of the partners or his or her heirs.

**72. What alternative dispute-solving mechanisms (e.g. mediation or counselling), if any, are offered or required with regard to disputes arising out of informal relationships?**

The Finnish Act on Mediation in Civil Matters and the Confirmation of Settlements in the General Courts (394/2011) is available for all disputes, including disputes arising out of cohabitee relationships. Family mediation is rendered by municipalities, religious communities, societies, associations, foundations and private individuals thereby authorised by the State Provincial Office. Family mediation is not generally restricted to only particular kinds of relationships or families.

**73. What are the procedural effects of an agreement on ADR between partners in an informal relationship? Can any partner seize the competent authority in breach of the ADR clause?**

According to the Finnish Act on Mediation in Civil Matters and the Confirmation of Settlements in the General Courts, the commencement of court mediation requires the consent of all partners. A request or an application for mediation which has not been filed by the parties together shall be served on the other parties in a suitable manner, and they will be given an opportunity to be heard concerning the request or application. Anticipatory agreements are not binding. Neither are the partners allowed to make anticipatory agreements according to the Finnish Cohabitation Act (26/2011), according to which they would waive the right to apply for an estate distributor to be appointed.

**74. Are there any statistics or estimations on how common it is that partners in an informal relationship include an ADR clause in their agreement?**

No. As anticipatory agreements in this context would not be binding with regard to mediation and the partners would not be allowed to waive their right to apply for an estate distributor, it can be estimated that this type of clause would be very rare or non-existent.