

NATIONAL REPORT:HUNGARY

Dr. Orsolya Szeibert

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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.**

There are two kinds of formal relationships in Hungarian law, marriage and a registered partnership.¹ Spouses are one man and one woman who have entered into a marriage before a registrar. Registered partners are two men or two women who declare their intention to enter into this partnership also before the registrar. Marriage is regulated in the Fourth Book (Family Law Book) of the Hungarian Civil Code² which entered into force in March 2014. The earlier legislation which had provided rules on marriage for the last sixty years was the Hungarian Family Act.³ Registered partnerships have a relatively short legal history in Hungary. The Act on registered partnership⁴ of 2009 entered into force in July 2009. As a main rule the Act determines that in questions not regulated by this Act the rules concerning marriage are to be applied analogously. Although a registered partnership results in the consequences of a marriage as a main rule, there are some exceptions primarily concerning children. The Hungarian Civil Code does not mention anything about registered partners but according to the mentioned imperative rule the regulations of the Hungarian Civil Code on marriage and spouses are generally to be applied to registered partnerships and registered partners. While marriage is also protected by the Hungarian Basic Law⁵ as Article L states that 'Hungary shall protect the institution of marriage, the conjugal union of a man and a woman based on voluntary and mutual consent', a registered partnership is not mentioned in the Hungarian Basic Law.

- 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**

¹ According to a literal translation, this institution is called 'registered cohabitation', but it corresponds (in terms of its content) with the institution of a registered partnership as this terminology is used in this context in Europe. (Registered partnership would be *bejegyzett partnerkapcsolat* in Hungarian but the Act uses the phrase *bejegyzett élettársi kapcsolat*, that is to say registered cohabitation.) O. SZEIBERT-ERDŐS, 'Same-sex partners in Hungary. Cohabitation and registered partnership', *Utrecht Law Review*, 2008, pp. 212-221.

² Act No. V. 2013 on the Civil Code.

³ Act No. IV. 1952 on Marriage, Family and Guardianship.

⁴ Act No. XXIX 2009 on Registered Partnership, Modification of Legal Rules in Connection with Registered Partnership and Facilitation of Proof of Cohabitation.

⁵ The Hungarian Basic Law was adopted in 2011 and entered into force in January 2012.

**marriage or registered partnership with another person, a partner's minority)
which disqualify the couple?**

There is one informal relationship between a couple in Hungarian law, this is cohabitation. Cohabitation is regulated in the Hungarian Civil Code within the framework of two Books. The general rules on cohabitation are included in the Sixth Book (Book on the Law of Obligations) and the so-called family law consequences are regulated in the Family Law Book.

The Sixth Book regulates cohabitation as a special contract. The Third Part of this Book is on special contracts and cohabitation is included under the last title, namely Title XXV. Cohabitation can be found between civil law companies (Title XXIV) and the Fourth Part on torts, in Art 6:514-517. These provisions contain the definition of cohabitation including a reference to the fact that cohabitation is a factual relationship, and if the conceptual elements of the definition are present then cohabitation exists, while if the community of life terminates the cohabitation then ceases.⁶ Cohabitants may enter into a cohabitants' property agreement⁷ but also a default property regime is regulated.⁸ The essential rules on a property agreement resemble those of the matrimonial property agreement regulated in the Family Law Book but the default property regime distinctly differs from the default matrimonial property regime. The last issue to be regulated in the Book on the Law of Obligations concerning cohabitation concerns the partners' agreement on the use of the common dwelling after the termination of the cohabitation.⁹ These Articles cover all relationships which exist as cohabitation.

The provisions concerning cohabitants in the Family Law Book may only be invoked in special circumstances. Following the detailed rules on marriage in the Second Part of the Family Law Book the Third Part provides some regulations on the so-called family law consequences of cohabitation. It consists of two titles, the first is on the maintenance of cohabitants which concerns the maintenance obligation of the former cohabitant¹⁰ and the second is on the judicial arrangement of the use of the common dwelling after the termination of the cohabitation.¹¹ The right to maintenance depends upon the duration of the cohabitation and it must have lasted for at least one year and having a common child; the regulations resemble those which are applicable to the maintenance of a former spouse. The same requirements, namely cohabitation for at least a year and a common child play a role if one cohabitant intends to request a judicial arrangement on the use of the common dwelling. These rules are also mainly based upon the model for the use of the matrimonial home after divorce.

⁶ Art. 6:514(1)-(2) Hungarian Civil Code.

⁷ Art. 6:515(1)-(4) Hungarian Civil Code.

⁸ Art. 6:516(1)-(4) Hungarian Civil Code.

⁹ Art. 6:517(1)-(3) Hungarian Civil Code.

¹⁰ Art. 4:86-91 Hungarian Civil Code.

¹¹ Art. 4:92-95 Hungarian Civil Code.

Concerning the effective rules it has to be emphasized that the old regime for cohabitation is also being applied by the judiciary during the transitional period. The Act on Transitory Regulations in Connection with the Hungarian Civil Code¹² provides that the rules which were effective before March 2014 are to be applied to obligations which already existed when the (new) Civil Code entered into force. Henceforth, the old rules have to be applied in the case of cohabitation which came into existence before March 2014.

Cohabitation was regulated in the Civil Code of 1959 in a somewhat laconic way before March 2014.¹³ One provision provided a definition of cohabitation while another prescribed the default property regime for cohabitants which differed from that of today.

Cohabitation may exist (also legally) if one partner is married to or is the registered partner of a third party or if both of them have a valid marriage or a registered partnership with third and fourth parties. Nevertheless, two communities of life cannot co-exist in a legally recognized way. The existence of a mere matrimonial bond without a matrimonial community of life on either cohabitant's side¹⁴ does not exclude their qualification as cohabitants but if there is also a matrimonial community of life or a community of life with a registered partner no cohabitation exists. Both in the case of marriage and a registered partnership the community of life is presumed *ex officio*.

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

As the Hungarian Civil Code of 1959 was modernised in 1977, the regulation on cohabitation was introduced at that time. Therefore, there is no need to apply the law of obligations or the law of property. On the other hand, there are some judicial cases where the relationship between the couple has not been qualified as cohabitation although it originally seemed to be cohabitation, but one partner contested this later on. If some elements which are required for cohabitation are lacking and the court decides that there is in fact no cohabitation, there is sometimes a need to refer to the law of obligations or the law of property. However, although the judgments do not exclude other legal solutions, whenever a legal proposal to apply unjust enrichment has emerged in order to solve property relations, it has been rejected.

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

¹² Act No. CLXXVII. 2013.

¹³ O. SZEIBERT-ERDŐS, 'Unmarried Partnerships in Hungary', in: K. BOELE-WOELKI (ed.), *Common Core and Better Law in European Family Law*, Intersentia, Antwerp, 2005, at p. 313-333.

¹⁴ The same is true if the registered partnership exists as a mere bond without a community of life.

Art. 6:514 of the Hungarian Civil Code provides a definition of cohabitation which does not differ from the definition used in the Civil Code of 1959. According to this provision cohabitants are two persons who live together without entering into a marriage, in a common household, in an emotional fellowship and in an economic partnership (a community of life). Neither of them can live in a matrimonial community of life or community of life within cohabitation or a registered partnership with a third person and they cannot be direct relatives or siblings.

Cohabitants can be both different-sex and same-sex persons and they cannot be either spouses or – analogously – registered partners. If either or both of them has/have an existing and valid marriage or registered partnership with a third person the existence of cohabitation is not excluded, but there is no cohabitation if either or both of them have not only a matrimonial bond (or a registered partnership ‘bond’) but also a community of life. (I have to remark that according to the demographic data it is not extraordinary that a person has a matrimonial bond but he or she nevertheless lives in cohabitation with a third partner.) Siblings and half-siblings also cannot live in cohabitation according to the explanatory provisions of the Hungarian Civil Code.

The elements of a community of life, namely living together in a common household, in an emotional fellowship and in an economic partnership, have always been scrutinized in legal debates so these requirements have become crystallized in the case law. I have to remark that this crystallisation has taken place concerning the old regime of cohabitation and this old regime will still be applied for a rather long time as a consequence of the transitory period (also see the answer to Question 1). There is, as yet, no experience concerning the application of the new regime under the Hungarian Civil Code. Although the definition of cohabitation has remained intact, other provisions on the property of the cohabitants, their maintenance obligations etc. have substantially changed and that is why I do not exclude some divergence in interpretation. However, after a number of years it will become apparent whether the Hungarian judiciary will have deviated from the interpretation being applied today.

Concerning the interpretation of certain elements of the definition, the judiciary and especially the Hungarian Curia (the former Supreme Court) have demonstrated a strict attitude up to now. They have not only developed the criteria for living together - an emotional and economic community - but have complemented this enumeration with other factors. One of these extra requirements is that the partners’ belonging together must have been obvious to third persons, e.g. their relatives or neighbours, and the stabile and/or marriage-like character of their partnership. An emotional fellowship is interpreted as mutuality, so the one-sided affection of one partner towards another is not satisfactory. An economic community as a criterion carries the greatest weight as it seems to be decisive. An economic community means economic co-operation so the partners have to co-operate in the interest of achieving

a common aim, maintaining a common way of living and using their income for their common aim.¹⁵

According to the determined case law the lack of one element does not necessarily result in no cohabitation as all elements have to be investigated and weighed according to their complexity.

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

a. When does the relevant relationship begin?

According to Art. 6:514(2) of the Hungarian Civil Code (Art 6:514(2) of Title XXIV, Third Part on special contracts, Sixth Book of Hungarian Civil Code) cohabitation comes into being upon the realisation of the conceptual elements determined in Art. 6:514(1) and by constituting a community of life and it terminates if the cohabitants enter into a marriage or a registered partnership with one another or their community of life ends. This has preserved the factual character of cohabitation and has not codified any change to the legal regime under the Civil Code of 1959. Earlier this factual character of cohabitation was not directly laid down but the Hungarian Civil Code refers to it with the aim of emphasizing that no formality is required either for establishing or terminating cohabitation. The 'factual model' has as a consequence that if either the existence of the cohabitation itself or the date when it began is contested it has to be proved by the party in question. In such case the elements of cohabitation must be proved.

Act No. XXIX 2009 on registered partnerships¹⁶ contained provisions not only concerning a registered partnership but also concerning *de facto* cohabitation. It introduced a new register, namely the Register of Cohabitants' Statements which is kept by the Hungarian National Chamber of Notaries. The system operates according to an 'opt-in model' as there is no obligation for cohabitants to register their statement. As a consequence, the aim of the register is only to facilitate proof of cohabitation so the registration of the statement has no constitutive character but only a declaratory one. Cohabitation is constituted by living together under the circumstances prescribed in Art 6:514(1) and not by registering the statement of the cohabitants. Nevertheless, registration does create a presumption concerning the existence of cohabitation and the date of its commencement (if this date is incorporated in the statement). As the case law is strict when interpreting the existence of cohabitation, when there is a dispute between the partners the registration of the cohabitants' statement can be useful. However, as it only establishes a presumption the other partner may prove that cohabitation did not in fact exist or that the community of life only began at a later date.

¹⁵ O. SZEIBERT-ERDŐS, 'Unmarried Partnerships in Hungary', in: K. BOELE-WOELKI (ed), *Common Core and Better Law in European Family Law*, Intersentia, Antwerp, 2005, at p. 324-327.; O. SZEIBERT, *Az élettársak és vagyoni viszonyaik (Cohabitants and their property relations)*, HVG-ORAC, Budapest, 2010, at p. 222-304.

¹⁶ Act No. XXIX 2009 on Registered Partnership, Modification of Legal Rules in Connection with Registered Partnership and the Facilitation of Proof of Cohabitation.

It is useful to remark that originally one significant legal consequence, namely a paternal presumption, was connected to opting in as far as the register was concerned. If the mother had no marital bond in the period from conception until the child's birth, even for a short time, the man with whom the mother lived in cohabitation from the conception until the child's birth, even if this was for a short time, as evidenced by the Register of Cohabitants' Statements, had to be regarded as the child's father. Nevertheless, this presumption only existed concerning children born in 2010.¹⁷

The provisions in this register and the cohabitants' statements are contained in the Hungarian Act on Non-litigious Notarial Procedures.¹⁸ Two capable persons who are over 18 years of age can make a statement before a notary that they are living in cohabitation under the terms of the Hungarian Civil Code¹⁹ and this statement will be recorded in the register. The register of cohabitants' statements certifies that cohabitation exists between the couple whose common statement on cohabitation has been recorded in the register and that no statement on the non-existence thereof has been registered.²⁰ Although cohabitation does not create any personal status the register may certify only one cohabitation per person.²¹ If the register certifies someone's cohabitation, this person's statement on cohabitation with another man or woman cannot be registered until that person's earlier cohabitation is no longer certified.

b. When does the relevant relationship end?

According to Art. 6:514(2) of the Hungarian Civil Code (Art. 6:514(2) of Title XXIV, Third Part on special contracts, Sixth Book of Hungarian Civil Code) cohabitation comes into being upon the realisation of the conceptual elements laid down in Art. 6:514(1) and by constituting a community of life, and it will terminate if the cohabitants enter into a marriage or a registered partnership with one another or their community of life comes to an end. It is obvious that cohabitation ends by either partner's death and the Hungarian Civil Code further underlines that it will also come to an end with the termination of the community of life or entering into a marriage or establishing a registered partnership with one another. The Hungarian Civil Code emphasizes the factual character of cohabitation and this prevails not only at the beginning of cohabitation but also when it terminates. As no formality is required when cohabitation terminates, if one partner contests the date up until when the cohabitation existed it is up to either partner to prove the date when the cohabitation ended. In such a case the lack of conceptual elements is decisive.

¹⁷ See in detail O. SZEIBERT, 'How Cohabitants and Registered Partners Can or Cannot Be a Child's Legal Parents in Hungary with a Special View to the 'Pater Est' Principle for Cohabitants', in: B. ATKIN (ed.), *The International Survey of Family Law 2011 Edition*, Jordan Publishing, Bristol, 2011, at p. 214-216.

¹⁸ Art. 36/E-36/G. of Act No. XLV 2008 on Non-litigious Notarial Procedures.

¹⁹ Art. 36/E(1) a) of Act No. XLV 2008.

²⁰ Art. 36/E(2) of Act No. XLV 2008.

²¹ Art. 36/E(3) of Act No. XLV 2008.

Sometimes it is crucial that both the beginning and the end of cohabitation are determined.

The Act on registered partnerships mentioned under (a) introduced a new register, namely the Register of Cohabitants' Statements which is kept by the Hungarian National Chamber of Notaries. As there is no obligation for cohabitants to opt in, there is no obligation for them to register their statement on the non-existence of cohabitation. The register does not amount to irrebuttable proof. Cohabitation ends as is stated in Art 6:514(2) and not by recording a statement by cohabitants that their cohabitation no longer exists.

According to the Hungarian Act on Non-litigious Notarial Procedures²² either the two persons whose statement of cohabitation was recorded or at least one of them can make a statement before a notary that their or his/her cohabitation which was recorded no longer exists.²³ If only one partner has made a statement on the non-existence of cohabitation the notary delivers a writ containing this statement to the other cohabitant *ex officio*.²⁴ As the record creates a presumption concerning the existence of cohabitation and also the date of its ending the partners or partner may adduce evidence that the cohabitation did not terminate at the time when the statement on non-existence was made and that the community of life finished either earlier or later. The register does not certify the truth of the statement on cohabitation if the statement on the non-existence of cohabitation was registered later, if one cohabitant has died, or if either cohabitant has later entered into marriage or established registered partnership.²⁵

As the case law is strict when interpreting the existence of cohabitation, including the dates of its beginning and ending, in the case of conflict between the partners the registration of the cohabitants' statement on the non-existence of cohabitation can amount to useful evidence. Nevertheless, the possibility of recording such statements on cohabitation is not extensively used. According to the experiences of notaries, at the time when 'opting in' resulted in the presumption of paternity it was much more frequently used by cohabitants.

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

The national constitutional position has always been relevant to the legal position of cohabitants, primarily in more recent years. A decision by the Constitutional Court²⁶ influenced the provision on cohabitation for the first time in 1996. In 1995 a petitioner

²² Art. 36/E-36/G. of Act No. XLV 2008 on Non-litigious Notarial Procedure.

²³ Art. 36/E(1) b) of Act No. XLV 2008.

²⁴ Art. 36/F(5) of Act No. XLV 2008.

²⁵ Art. 36/E(2) of Act No. XLV 2008.

²⁶ Decision of the Constitutional Court No. 14/1995 (III. 13).

requested the Constitutional Court to declare unconstitutional a provision in the Civil Code of 1959 which recognized only cohabitation between different-sex persons.²⁷ The Constitutional Court examined the legal rules which contained rights and obligations for cohabitants at that time and came to the conclusion that the law considered a cohabitant to be in the same position as a dependant and in these cases a differentiation between partners according to their gender violated the constitutional prohibition of discrimination, with some exceptions concerning either the common children or a marriage with a third person where it remains important to distinguish between the forms of cohabitation according to the gender of the partners. The Constitutional Court stayed the proceedings and the legislator extended the definition of cohabitation, contained in the Civil Code of 1959, to same-sex cohabitants. This stance has been retained in the Hungarian Civil Code, so both different-sex and same-sex partners may cohabit.

Two decisions by the Constitutional Court²⁸ have dealt with a registered partnership. Although these judgments compared and analysed marriage and a registered partnership as well as the rights and obligations emerging from marriage and a registered partnership, cohabitation was also mentioned when referring to the strong constitutional protection of marriage and the family based upon marriage. The decisions certainly confirmed the legal privilege given to marriage as compared to cohabitation.

A new piece of legislation, namely the Hungarian Act on the Protection of Families was approved by Parliament in 2011 and it stated that the family is a system of relations establishing an emotional and economic community between natural persons, the basis of which is a marriage between one man and one woman or lineal affinity or guardianship in a family.²⁹ This strict concept of a family was deemed to be unconstitutional and it was repealed³⁰ in December 2012. At that time the Civil Code of 1959 was still in effect but the new Hungarian Basic Law³¹ had already entered into force at that time. The procedure at the Constitutional Court had been initiated by the Hungarian Ombudsman and the Court had to apply the Hungarian Basic Law. The Hungarian Basic Law originally determined that 'Hungary shall protect the institution of marriage, the conjugal union of a man and a woman based on voluntary and mutual consent. Hungary shall also protect the institution of the family which is recognized as the basis for the survival of the nation.'³² This Article was also evaluated by the Constitutional Court which concluded that when

²⁷ This decision is dealt with in detail in: O. SZEIBERT-ERDŐS, 'Unmarried Partnerships in Hungary', in: K. BOELE-WOELKI (ed.), *Common Core and Better Law in European Family Law*, Intersentia, Antwerp, 2005, at p. 316-319.

²⁸ Decision of Constitutional Court No. 154/2008 (XII. 17); decision of Constitutional Court No. 32/2010 (III. 25).

²⁹ Art. 7(1) of Act No. CCXI of 2011 on the Protection of Families.

³⁰ Decision of the Constitutional Court No. 43/2012 (XII. 20)

³¹ The Hungarian Basic Law was approved in April 2011 and entered into force in January 2012.

³² Art. L of the Basic Law before its amendment. See also O. SZEIBERT, 'Parental Responsibilities and the Child's Best Interest in the New Hungarian Civil Code', in: B. ATKIN (ed.), *The International Survey of Family Law 2013 Edition*, Jordan Publishing, Bristol, 2013, at p. 143-146. The translation is the official one (CompLex Legal Database).

determining rights and obligations for families the existing level of the protection of partnerships, such as cohabitation, cannot be terminated or minimized, specifically with regard to the protection of the child's best interests. It is prohibited to discriminate against children either directly or indirectly upon the basis of whether their parents who are caring for them are spouses or cohabitants. As a result, Art. 7 of the Hungarian Act on the Protection of Families was deemed to be restrictive in comparison with Art. L of the Hungarian Basic Law.

In March 2013 the Hungarian Basic Law was amended³³ which resulted in a new provision, Art L. According to this modified text Hungary protects not only marriage but also the family and it is determined that 'The basis of the family is marriage and the parent-child relationship.' The solution in the Hungarian Civil Code which has provided provisions on cohabitation both as a contract and as a contract with family law consequences is in tandem with the attitude of the Basic Law (also see the answer to Question 8).

A brand new decision³⁴ has dealt with the difference between families based upon marriage and those based upon the parents' cohabitation. Although this decision cannot affect the legal position of cohabitants it may influence the judiciary, especially when cohabiting couples taking care of children are to be dealt with. The Act of 1998 on supporting families did not provide the same amount of family allowances for families where the parents were spouses and cared for their children, but not only common children, and for families where the parents were cohabitants and cared for their own but not exclusively common children. In the earlier case the mentioned Act considered all the children together and provided a higher amount of family allowance while in the latter case the cohabitants were regarded not as two single parents but as creating a quasi-family without adding all the children together. The Constitutional Court confirmed that the obligation to protect marriage and the family originating from the Hungarian Basic Law cannot result in direct or indirect discrimination between children based upon whether their parents are spouses or live together in another kind of community of life and it stated that the alleged discrimination in the field of family allowances breaches the Hungarian Basic Law.

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?

When the recodification of a new civil code began in the late 1990s it was generally emphasized that the decisions of the European Court of Human Rights were to be taken into account when formulating the new regulations. (Besides, the need to reshape the rules which apply to cohabitants was also underlined, see also the

³³ Fourth amendment of the Hungarian Basic Law; the new provisions became effective in April 2013.

³⁴ Decision of the Constitutional Court No. 14/2014. (V. 13.).

answer to Question 8). These judgments are referred to in the commentary literature.³⁵

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 first normative provisions on cohabitation based upon the Hungarian Supreme Court's case law were included in the Civil Code of 1959 in 1977. The Act's explanation underlined that a specific regulation on persons living in a common household was justified by the frequency of this unmarried companionship. The Civil Code of 1959 had contained two provisions from 1977, one concerned the definition of cohabitation, another was concerned with the rules on cohabitants' community of property. These rules were amended in 1996 when the restriction of cohabitation to different-sex persons was terminated and the door was opened to same-sex persons (via a decision by the Constitutional Court, see in detail the answer to Question 6).³⁶ The rules under the Civil Code of 1959 were last modified in 2009. The definition was made more comprehensive and the Register on Cohabitant's Statements was established (this is dealt with in detail in the answer to Question 5).

The recodification of a new Civil Code began in the late 1990s. The Concept and the Regulation Programme for the Civil Code were published in 2003 and they expressed the necessity of guaranteeing further rights for cohabitants but only in such a way that the institution of marriage is not weakened. It has to be remarked that the aspect of provisions on cohabitation was one of the most debated issues from very early on, primarily due to the fact that a regulation on cohabitation was planned to be included, in its entirety, in the Family Law Book. The original idea which prevailed during the whole period of the recodification³⁷ was that the rules on cohabitation should follow matrimonial rules. This would have guaranteed the family-like feature of cohabitation.

According to the Programme the differences concerning the default property regime of cohabitants would have been retained. While the default matrimonial property regime was planned to preserve the community of property regime, the default property regime of cohabitants was to be drafted so as to avoid the community of

³⁵ O. SZEIBERT, 'Alapelvek' ('Principles'), in: L.VEKÁS and P. GÁRDOS(eds.), *Kommentár a Polgári Törvénykönyvhöz (Commentary to Civil Code)*, Complex, Budapest, 2014, at p. 629-634.; A. KÓROS, 'Alapelvek' ('Principles'), in: A. KÓROS (ed.), *Polgári jog. Családjog. Az új Ptk.magyarázata (Civil law. Family law. Commentary to new Civil Code)*, HVG-ORAC, Budapest, 2013, at p. 24-26.

³⁶ Concerning the detailed history of cohabitation in Hungary, see O. SZEIBERT-ERDŐS, 'Unmarried Partnerships in Hungary', in: K. BOELE-WOELKI (ed.), *Common Core and Better Law in European Family Law*, Intersentia, Antwerp, 2005, at p. 313-326.

³⁷ A. KÓROS and K. MAKAI, 'Családjog' ('Family Law'), in: L. VEKÁS(ed.), *Szakértői Javaslat az új Polgári Törvénykönyv tervezetéhez (Experts' Proposal for the Draft of the New Civil Code)*,Complex, Budapest, 2008, at p. 465-479.

property. The proposed regime prevailed so it is currently in effect in the Hungarian Civil Code just as the definition of cohabitation which was also retained.

Two aspects of financial rights were stressed in the Regulation, namely the maintenance of a former cohabitant and the use of the common dwelling after separation. Concerning both issues the proposed regulation aimed to reward both the common child of cohabitants and the long-lasting duration of the cohabitation. Only one year of community life was considered to be sufficient when having a common child, while without a common child ten years of living together would have been the basis of further legal consequences. When the draft Civil Code was submitted to Parliament the original ideas were contained in the draft. At a later stage before Parliament in late 2012, the necessity and rationale of regulating cohabitation as a family law relationship was questioned and debated as being in contrast with the attitude to marriage and any partnership outside of marriage. Lastly, the regulations on cohabitation were divided into two sections. The contractual character of cohabitation was held to be maintained while the importance of a common child was emphasized. The general rules are currently contained in the Sixth Book and the specific rules determining family law consequences can be found in the Fourth Book (see also the answer to Question 2).

It has to be remarked that commentaries and the legal literature are of the opinion that cohabitation has a family-like character. The Regulation proposed some rights of inheritance in the case of intestate succession for the surviving cohabitant after at least ten years of cohabitation and mainly concerning the usage of the commonly used dwelling. This right was abandoned at the parliamentary stage which has been considered to be unequivocally unfair by judicial commentators.

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

As the new Hungarian Civil Code, which includes new provisions on cohabitation, entered into force in March 2014 there is currently no new proposal.

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.

General - marriages, population

Year	Marriages in total	Marriages per 1000 inhabitants	Population on the 1st of January in millions
2000	48,110	4.7	10.222
2001	43,583	4.3	10.200
2002	46,008	4.5	10.175
2003	45,398	4.5	10.142
2004	43,791	4.3	10.117
2005	44,234	4.4	10.098
2006	44,528	4.4	10.077
2007	40,842	4.1	10.066
2008	40,105	4.0	10.045
2009	36,730	3.7	10.031
2010	35,520	3.6	10.014
2011	35,812	3.6	9.986
2012	36,161	3.6	9.932
2013	36,986	3.7	9.909
2014	not yet reported	not yet reported	9.877

Data from the Hungarian Central Statistical Office

Marriages - age-groups, men and women

Age	1990			2001		
	Men	Women	Total	Men	Women	Total
15-19	4,181	25,934	30,115	788	4,967	5,755
20-24	88,350	178,032	266,382	32,768	80,188	112,956
25-29	196,022	237,544	433,566	144,328	203,645	347,973
30-34	284,238	309,996	594,234	214,168	241,169	455,337
35-39	324,275	335,535	659,810	207,096	223,062	430,158
40-44	281,696	279,478	561,174	244,562	260,018	504,580
45-49	264,488	263,089	527,577	290,623	296,703	587,326
50-54	228,405	233,417	461,822	254,794	248,742	503,536
55-59	235,824	219,561	455,385	219,934	208,596	428,530
60-64	217,843	189,734	407,577	182,432	171,500	353,932
65-69	181,656	142,205	323,861	16,642	133,422	295,064
70-74	83,349	52,990	136,339	129,441	92,974	222,415
75-79	82,188	42,562	124,750	83,344	48,778	132,122
80-84	33,374	12,950	46,324	31,236	12,876	44,112
85+	10,033	2,727	12,760	16,609	5,309	21,918
Total	2,515,922	2,525,754	5,041,676	2,213,765	2,231,949	4,445,714

Age	2011		
	Men	Women	Total
15-19	342	1,689	2,031
20-24	5,672	16,214	21,886
25-29	40,153	80,782	120,935
30-34	138,891	184,112	323,003
35-39	207,875	229,710	437,585
40-44	205,886	215,643	421,529
45-49	180,968	188,640	369,608
50-54	200,471	211,070	411,541
55-59	246,324	246,354	492,678
60-64	211,856	197,295	409,151
65-69	166,345	143,664	310,009
70-74	121,503	95,651	217,154
75-79	82,965	52,785	135,750
80-84	47,164	22,262	69,426
85+	931	6,517	27,448
Total	1,877,346	1,892,388	3,769,734

Data from the Hungarian Central Statistical Office³⁸

There are comparatively few registered partnerships in Hungary. The possibility of establishing a registered partnership has existed since July 2009. In the second half of 2009 67 registered partnerships were established and in 2010 the total was 80. This number has been consistently decreasing and in 2013 30 couples established this partnership. Among them 20 couples were made up of two men and 10 couples were made up of two women; more than half of the 30 couples were from Budapest, the capital of Hungary. Their average age upon initiating the procedure was 37.3 for men and 33.8 for women.³⁹

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

³⁸ A 15 éves és idősebb házas népesség öt éves korcsoportok és nemek szerint. Demográfiai adatok a 2011. évi népszámlálást követően. (Married population over 15 years of age according to age groups and gender. Demographic data following the Census in 2011). Available at: www.ksh.hu.

³⁹ 'Magyarország 2013' ('Hungary 2013'), M. FREID (ed.), Központi Statisztikai Hivatal, Budapest, 2014, at p. 16.

Cohabitants

Age	1990			2001		
	Men	Women	Total	Men	Women	Total
15-19	2,607	6,934	9,541	3,947	12,055	16,002
20-24	9,051	12,233	21,284	35,375	53,898	89,273
25-29	12,167	12,516	24,683	56,949	56,513	113,462
30-34	16,804	15,390	32,194	42,734	36,104	78,838
35-39	18,305	17,251	35,556	30,332	26,175	56,507
40-44	15,183	14,519	29,702	31,430	27,522	58,952
45-49	13,518	13,010	26,528	32,477	28,877	61,354
50-54	10,298	10,397	20,695	23,798	20,869	44,667
55-59	8,710	8,083	16,793	16,325	13,728	30,053
60+	18,750	14,926	33,676	28,886	21,881	50,767
Total	125,393	125,259	250,652	302,253	297,622	599,875

Age	2011		
	Men	Women	Total
15-19	3,497	10,048	13,545
20-24	27,745	50,788	78,533
25-29	60,921	76,086	137,007
30-34	84,472	81,471	165,943
35-39	78,023	67,534	145,557
40-44	54,066	44,920	98,986
45-49	36,549	31,150	67,699
50-54	32,747	27,863	60,610
55-59	32,243	26,596	58,839
60+	48,369	35,204	83,573
Total	458,632	451,660	910,292

Data from the Hungarian Central Statistical Office⁴⁰

12. What percentage of the persons living in an informal relationship are:
a. Under 25 years of age?

	1990	2001	2011
Between 15-24 years of age	12.29%	17.54%	10.11%

b. Between 26-40 years of age?

	1990	2001	2011
Between 25-39 years of age	36.87%	41.47%	49.27%

⁴⁰ A 15 éves és idősebb népesség élettársi kapcsolat, öt éves korcsoportok és nemek szerint. Demográfiai adatok a 2011. évi népszámlálást követően. (Population in cohabitation over 15 years of age according to age groups and gender. Demographic data following the Census in 2011). Available at: www.ksh.hu.

c. Between 41-50 years of age?

	1990	2001	2011
Between 40-49 years of age	22.43%	20.08%	18.31%

d. Between 51-65 years of age?

	1990	2001	2011
Between 50-59 years of age	14.95%	12.45%	12.12%

e. Older?

	1990	2001	2011
Above 60 years of age	13.43%	8.46%	9.18%

Data from the Hungarian Central Statistical Office⁴¹

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?

Unfortunately we do not have exact statistics. Although demography deals with categories such as cohabitation in Hungary, marriage and having a common child or taking care of one's partner's child are not connected to each other in the statistics. The phenomenon of being 'born out of wedlock' is used in surveys, although 'being born out of wedlock' does not necessarily mean that the mother is alone.

The attitude of Hungarian society can be shown via the results of public opinion surveys.

The marriage plans of cohabiting men and women were surveyed in 2008. 58.7% of men living in cohabitation did not want to marry their partner and 41.3% wanted to marry their cohabitant. Concerning women, 61.7% did not want to marry their current partner while 38.3% wanted to marry that person.⁴²

⁴¹ A 15 éves és idősebb népesség élettársi kapcsolat, öt éves korcsoportok és nemek szerint. Demográfiai adatok a 2011. évi népszámlálást követően. (Population in cohabitation over 15 years of age according to age groups and gender. Demographic data following the Census in 2011). Available at: www.ksh.hu.

⁴² Source: Turning Points in the Course of Life. Survey by the Demographic Research Institute, 2008-9, 3rd wave. In: M. PONGRÁCZ, 'Characteristics of partnership', in: Zs. SPÉDER and P. ÓRI(eds.), *Demographic Portrait of Hungary 2012*, Demographic Research Institute, HCSO, Budapest, 2012, at p. 14.

The following percentages are according to age groups:

Age group	Does not want to marry his/her partner	Wants to marry his/her recent partner
20-29	41.4%	58.6%
30-39	56.5%	43.5%
40-49	71.7%	28.3%
50-59	80.8%	19.2%
60+	90.5%	9.5%

Source: Turning Points in the Course of Life. Survey by the Demographic Research Institute, 2008-9, 3rd wave.⁴³

Two surveys were carried out in 2004 and 2008 and the findings of this representative panel survey showed that 15% of persons who lived in cohabitation in 2004 had married by 2008, while 63% of them still lived in cohabitation and 20% had terminated their partnership between 2004 and 2008. When it comes to marrying after cohabitation it was obvious that marriage is almost the only preferred way of living together and two-thirds of people interviewed in 1991 and 1997 found it important that couples expecting children should marry before the child is born. Nowadays both the public opinion and the actual demographic situation are different as the percentage of those considering that marriage is important and those considering that it is not so important has become more evenly balanced.⁴⁴

'How important is it to marry in the event of pregnancy?' opinions of men and women between 18 and 50 years of age, 2001, 2009.⁴⁵

Getting married is...	2001	2009
Important	57.7%	50.2%
Before birth	83.3%	65.2%
After birth	14.7%	10.9%
Does not matter when	-	23.8%
Not Important	41.1%	49.0%
Do not know	1.2%	0.8%
Number of cases	10,089	1,616

Even if fewer people consider it important to marry when pregnant, the percentage of cohabiting couples who 'develop' their cohabitation into a marriage specifically when planning to have or expecting a child is important.⁴⁶

⁴³ M. PONGRÁCZ, 'Characteristics of partnership', in: Zs. SPÉDER and P. ÓRI(eds.), *Demographic Portrait of Hungary 2012*, Demographic Research Institute, HCSO, Budapest, 2012, at p. 14.

⁴⁴ M. PONGRÁCZ, 'Characteristics of partnership', in: Zs. SPÉDER and P. ÓRI(eds.), *Demographic Portrait of Hungary 2012*, Demographic Research Institute, HCSO, Budapest, 2012, at p. 17.

⁴⁵ M. PONGRÁCZ, 'Characteristics of partnership', in: Zs. SPÉDER and P. ÓRI(eds.), *Demographic Portrait of Hungary 2012*, Demographic Research Institute, HCSO, Budapest, 2012, at p. 18.

⁴⁶ I. HARCSA and J. MONOSTORI, 'Demográfiai folyamatok és a családformák pluralizációja Magyarországon' ('Demographic trends and the pluralisation of family forms in Hungary'), in: T. KOLOSI and I. GY. TÓTH, *Társadalmi riport 2014 (Society Report 2014)*, TARKI, Budapest, 2014, at p. 15.

14. How many informal relationships are terminated:

- a. Through separation of the partners?**
- b. Through the death of one of the partners?**

According to demographic surveys, although data collection concerning cohabitation already began in the 1970 census, the duration, beginning and end of cohabitation cannot be easily determined, so no statistical data are available concerning the dissolution of cohabitation either through separation or death.⁴⁷ There are only estimations concerning the rate of the dissolution of cohabitations. The longitudinal panel data survey *Turning Points in the Course of Life (2008-09)* shows that cohabitations tend to terminate within a relatively short period of time or are transformed into a marriage. Every third cohabitation comes to an end within 5 years, whereas the rate of marriages terminated within 5 years is below 10 percent. Twenty-eight percent of all cohabiting couples continue to live in this kind of partnership after 5 years, while nearly 40 percent of them have married their partners in the meantime. (0.2% of marriages contracted after cohabitation came to an end in the first five years due to the death of one of the spouses, while the respective figure for those marrying without previous cohabitation was 0.6%).⁴⁸

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

There are only few statistical data, mostly estimations. See also the answer to Question 14. Every third cohabitation comes to an end within 5 years, whereas the rate of marriages which are terminated within 5 years is below 10 percent.⁴⁹

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.

The trend is obvious as the number of children born outside a formal relationship is continuously increasing. According to data provided by the Demographic Research Institute the rate of children born out of wedlock certainly increased between 1990 and 2004.

**Year Approximate rate of children
born out of wedlock**

⁴⁷ E. FÖLDHÁZI, 'Divorce', in: Zs. SPÉDER and P. ÓRI(eds.), *Demographic Portrait of Hungary 2012*, Demographic Research Institute, HCSO, Budapest, 2012, at p. 27.

⁴⁸ E. FÖLDHÁZI, 'Divorce', in: Zs. SPÉDER and P. ÓRI(eds.), *Demographic Portrait of Hungary 2012*, Demographic Research Institute, HCSO, Budapest, 2012, at p. 28-29.

⁴⁹ E. FÖLDHÁZI, 'Divorce', in: Zs. SPÉDER and P. ÓRI(eds.), *Demographic Portrait of Hungary 2012*, Demographic Research Institute, HCSO, Budapest, 2012, at p. 28-29.

1990	13%
1991	14%
1992	15.5%
1993	17.5%
1994	19.5%
1995	20.5%
1996	22.5%
1997	25%
1998	26.5%
1999	28%
2000	29%
2001	30.5%
2002	31%
2003	32.5%
2004	34%
2005	35%
2006	36%
2007	39%
2008	40%
2009	41%
2010	41%
2011	43%
2012	45%
2013	46.2%

Data from the Demographic Research Institute.⁵⁰

Against the background of the increasing number of children being born outside of marriage there is the decrease in the number of cohabitations. Whereas, previously, children born out of wedlock tended to be born to a single mother, nowadays, according to estimations, only one-tenth of all births involve a single mother. This means that one-third of all births involve cohabiting couples.⁵¹ According to a survey in the 1990s 30% of children born out of wedlock were taken care of by their mother only, so the mothers of 70% of those children lived in a later established marriage or cohabitation with the father.⁵²

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

⁵⁰ B. KAPITÁNY, 'Átalakuló gyermekvállalási szokások' ('Changes in the habits of having children'), *KorFa*, 2006, at p. 2; Zs. SPÉDER, 'Demográfiai folyamatok: születések, halálozások, korösszetétel' (Demographic trends: births, deaths, age structure'), in: T. KOLOSI and I. GY. TÓTH (eds.), *Társadalmi Riport 2014 (Society Report 2014)*, TARKI, Budapest, 2014, at p. 69.

⁵¹ Zs. SPÉDER, 'Demográfiai folyamatok: születések, halálozások, korösszetétel', in: T. KOLOSI and I. GY. TÓTH, *Társadalmi riport 2014 (Society Report 2014)*, TARKI, Budapest, 2014, at p. 69-70.

⁵² B. KAPITÁNY, 'Átalakuló gyermekvállalási szokások' ('Changes in the habits of having children'), *KorFa*, 2006, at p. 3.

Unfortunately we do not have any statistical data on this.

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

a. By one partner only?

In Hungary spouses can adopt a child or one adult person can himself or herself adopt a child, but since the early 2000s spouses have been in a privileged position in this respect. Although only one person can adopt a child there is no public information as to whether he or rather she lives in a marriage or cohabitation. If somebody adopts a child alone but lives in a marital community of life the spouse of this person is heard during the procedure preceding the authorization of the adoption because if they live in a common household the child is going to live not only with the adoptive parent but also with this parent's spouse. There is no such obligation if somebody is living in cohabitation.

b. Jointly by the couple?

Joint adoptions by cohabitants is forbidden in Hungary. Only spouses can adopt a child together.

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

It is not permitted for cohabitants to adopt their partner's child.

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

The fact that a cohabitant has lived in an earlier informal relationship cannot be determined from the statistics. Nevertheless, the personal or family status of the population has been surveyed. Those statistics show whether somebody who lives in cohabitation is single (unmarried), married, divorced or widowed. The number of persons being unmarried includes those who had lived in a previous cohabitation.

		Unmarried	Married	Divorced	Widowed	Total
1990	Men	42,779	12,863	11,763	57,988	125,393
	Women	32,439	12,334	24,400	56,086	125,259
	Total	75,218	25,197	36,163	114,074	250,652
2001	Men	168,195	11,884	16,991	105,183	302,253
	Women	152,596	9,919	34,580	100,527	297,622
	Total	320,791	21,803	51,571	205,710	599,875
2011	Men	299,889	9,761	15,802	133,180	458,632
	Women	284,260	8,041	30,948	128,411	451,660
	Total	584,149	17,802	46,750	261,591	910,292

Data from the Hungarian Central Statistical Office⁵³

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?

Cohabitants seem to be obliged to support each other while living in a community of life. Some uncertainty emerges from the fact that they are expected to support each other in the case law but this is not determined in any legal provision. Under the regime of the Civil Code of 1959 no such duty was prescribed for cohabitants but, according to the courts, taking care of each other during the community of life was an inseparable element of cohabitation. The Hungarian Supreme Court (later the Hungarian Curia) developed a practice according to which cohabitants are expected to support and maintain each other according to Hungarian social attitudes. The cases in which this statement was directly made dealt with maintenance contracts between cohabitants. In these cases the validity of the cohabitants' maintenance contract was contested (typically by third persons) and, according to the judges, it had to be scrutinized whether the services rendered by one partner went above and beyond the sphere of activity which was inseparable from cohabitation itself.

The Hungarian Civil Code contains provisions on cohabitants in the Sixth Book (Book on the Law of Obligations) and in the Family Law Book but neither book provides any regulation on the support that cohabitants should provide towards one another. The original concept and the normative text of the Civil Code proposed the inclusion of a rule on the maintenance of cohabitants in the course of the cohabitation. Nevertheless, this rule never went beyond the parliamentary stage. The commentaries on the Hungarian Civil Code emphasize the settled judicial practice but it still has to be seen whether the judges, in applying the provisions under the new regime, will follow this rule.

b. Where there are common children in the household?

The existence of common children does not directly influence the obligation of cohabitants to provide support.

c. Where there are other children in the household?

The existence of other children in the household does not directly influence the obligation of cohabitants to provide support.

⁵³ A 15 éves és idősebb népesség élettársi kapcsolat, öt éves korcsoportok és nemek szerint. Demográfiai adatok a 2011. évi népszámlálást követően. (Population in cohabitation over 15 years of age according to age groups and gender. Demographic data following the Census in 2011). Available at: www.ksh.hu.

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

Living together in a household is one element of the definition of cohabitation but there is no normative obligation for cohabitants to contribute to the costs of the household. This issue may only emerge when there is a dispute between cohabitants concerning a property issue.

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?

Although the Family Law Book regulates the use of the common dwelling even when one cohabitant is the owner or tenant, there is no rule on the use of the other cohabitant's own dwelling or where he or she is the only tenant during the community of life.

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

Domestic violence is partly dealt with in the Hungarian Code on Penal Procedure and partly in Act No. LXXII of 2009.⁵⁴ This Act applies to both cohabitants and former cohabitants. (Relatives fall under the scope of the Act and cohabitants belong to the category of relatives according to the Hungarian Civil Code. However, in the beginning the Act was not applicable to former cohabitants, but in 2013 the scope of the Act was extended to former cohabitants.) Two kinds of injunctions are regulated, namely the preventive ouster injunction (i.e. an occupation order which excludes an abusive partner from the property) and the provisional preventive ouster injunction and, within the framework of both orders, the abusive partner may be obliged to stay away from the dwelling where the abused person habitually resides.⁵⁵ Nevertheless, there is no provision which gives a direct right to a recent cohabitant to occupy the home. In the case of former cohabitants one partner may apply to the courts for an order that he or she may remain in the common dwelling, but this is not directly connected to domestic violence.

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

The cohabitant's right to occupy the home which is owned by the other cohabitant is not specifically regulated. In the case of separation (and not only being absent while preserving the cohabitation) there are certain provisions in the Hungarian Civil Code regulating the family law consequences of cohabitation.

⁵⁴ Act No. LXXII of 2009 on Occupation Injunctions in the case of Domestic Violence between Relatives entered into force in October 2009.

⁵⁵ Art. 5(1)b) of Act No. LXXII of 2009.

An independent Act contains rules on the renting of apartments according to which a cohabitant can only live habitually in the apartment with the lessor's written permission.⁵⁶

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?

There is no specific rule which mirrors the legal position of spouses. According to the general rules contained in the Fifth Book of the Hungarian Civil Code, if the dwelling is the partners' joint property their common (unanimous) decision is needed for transactions⁵⁷ such as the disposal, mortgaging or subletting of the whole dwelling.

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

The cohabitant who is the owner of the dwelling can enter into transactions according to the general rules on ownership. This possibility diverges from that of spouses as the Hungarian Civil Code protects the family home if the spouses reside there.

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

In the case of a dwelling being jointly rented there is no specific rule. The cohabitants' possibilities, just as those of other renters, are severely restricted in the Hungarian Civil Code and Act No. LXXVIII of 1993 on Certain Provisions Concerning Flat-letting and the Alienation of Flats.

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

There is no specific rule. The renter's rights are restricted in the Hungarian Civil Code and Act No. LXXVIII of 1993 on Certain Provisions Concerning Flat-letting and the Alienation of Flats.

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

There is no special rule for cohabitants.

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

The Civil Code of 1959 provided for a default property regime which resembled that of spouses. According to that provision⁵⁸ cohabitants acquired common property in

⁵⁶ Art. 21 of Act No. LXXVIII of 1993 on Certain Provisions Concerning Flat-letting and the Alienation of Flats.

⁵⁷ Art. 5:78(2) of Hungarian Civil Code.

⁵⁸ Art. 578/G(1) of the Civil Code of 1959.

proportion to the contribution they had made in acquiring such property and when this proportion could not be calculated the property was considered to have been equally acquired. The work done in the household was considered to be a contribution to acquiring that property. Although this rule belongs to the old regime, it still has to be applied by the courts during the current transitional period. The Hungarian Act on Transitory Regulations in Connection with the Civil Code⁵⁹ provides that the rules which were effective before March 2014 are to be applied to obligations which already existed when the (new) Hungarian Civil Code entered into force. Henceforth, the old rules have to be applied in the case of cohabitation which came into existence before March 2014.

The Hungarian Civil Code regulates another default property regime for cohabitants which does not result in common property being acquired. According to the new regime cohabitants become joint owners of an asset, just like any other persons, namely if they are both parties to a contract.

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.

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?

See the answer to Question 16.

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

See the answer to Question 16 concerning the property relations of cohabitants in the Civil Code of 1959 which made it possible for cohabitants to acquire common property. Work done in the household was considered to be a contribution to acquiring that property. There is no rebuttable presumption in the Hungarian Civil Code.

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

No specific provision.

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

No specific provision.

⁵⁹ Act No. CLXXVII 2013.

32. On which assets can creditors recover joint debts?

In the course of a community of life cohabitants acquire separate property.

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 and the Civil Code of 1959 did not contain any specific rule either, in spite of the fact that cohabitants could acquire common property under the regime of the Civil Code of 1959. According to the general rules concerning the administration of assets belonging to the joint property, either co-owner is entitled to carry out work that is essential for the preservation and maintenance of the moveable or immovable property and each co-owner is obliged to bear his or her share of the costs. They have an obligation to notify each other, if possible before the costs are incurred.⁶⁰

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?

According to Arts 4:86-4:91 of the Hungarian Civil Code a former cohabitant may be entitled to maintenance in the case of separation. These articles are contained in the Third Part of the Family Law Book of the Hungarian Civil Code under the title of 'family law consequences of cohabitation'. These new provisions grant maintenance to the former cohabitant when he or she lacks the necessary means to maintain him/herself in a situation which has been brought about through no fault of his or her own, provided that the community of life existed for at least one year and they have a common child.⁶¹ No maintenance may be claimed when the community of life had not lasted for at least a year and when there is no common child. These requirements are conjunctive and, as a consequence, when there is no common child there can be no claim for maintenance, even after having cohabited for a rather long period of time. These are new rules, so judicial practice is still to be developed. The Civil Code of 1959 did not grant any maintenance upon separation for either former cohabitant.

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?

The creditor's needs (emerging from a situation which has been brought about through no fault of his or her own) and the debtor's ability to pay are basic

⁶⁰ Art. 5:76 of the Hungarian Civil Code.

⁶¹ Art. 4:86(1) of the Hungarian Civil Code.

requirements. The Hungarian Civil Code does not provide any further details but only elaborates upon a lack of means⁶² and the ability to pay by stating that someone is not obliged to maintain his or her former partner if it endangers his or her own necessary maintenance or the maintenance of his or her child.⁶³

b. The creditor's contributions during the relationship (such as the raising of children)?

Only a lack of means on the part of the claimant is relevant. Nevertheless, the fact that the creditor largely contributed to the common household, e.g. by raising children at home, is taken into account but only indirectly when this contribution has resulted in his or her lack of means after separation. Hungarian law only provides for maintenance for a former cohabitant when the former cohabitants have a common child, so raising a common child may have a value but other contributions have no weight when the cohabitants do not have a common child.

c. The standard of living during the relationship?

The maintenance of a former cohabitant has been modelled upon that of former spouses and the granting of spousal maintenance; the exact amount of such maintenance does not depend on the earlier standard of living. As neither any judicial provision nor the case law takes the earlier standard of living into account when spousal maintenance is being considered, it does not have any relevance in the maintenance of a former cohabitant, either.

d. Other factors/circumstances (such as giving up his/her career)?

The situation where the creditor is unworthy of maintenance is mentioned in the Hungarian Civil Code. A former cohabitant does not have a right to maintenance if his or her extremely objectionable behaviour has primarily contributed to the termination of the cohabitation or if his or her behaviour after the termination of the cohabitation has seriously damaged the interests of his or her former cohabitant or the relatives of that person with whom he or she lives. This unworthiness is taken into account by the court, but only when the debtor raises this issue and the behaviour of the debtor is then also taken into account.⁶⁴

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

There are no guidelines in Hungarian law concerning the calculation of maintenance. According to the Hungarian Civil Code maintenance is to be paid in periodical payments which are a fixed amount each month⁶⁵ and the court cannot award

⁶² Art. 4:86(1) of the Hungarian Civil Code.

⁶³ Art. 4:88 of the Hungarian Civil Code.

⁶⁴ Art. 4:87(1)-(2) of the Hungarian Civil Code.

⁶⁵ Arts 4:207 and 4:205(6) of the Hungarian Civil Code.

monthly payments expressed in percentage terms. The total amount of maintenance which the debtor has to pay cannot exceed half of his or her income.

There are several factors which are taken into account when determining the debtor's obligation to pay, namely the essential and reasonable needs of the creditor and the debtor's ability to pay.

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

Maintenance may be awarded for a limited period of time or until a certain event or condition occurs or takes place, provided that the creditor will not be left with insufficient means after that time.⁶⁶ As the maintenance of a former cohabitant is a new provision there is, as yet, no judicial practice.

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

If circumstances change and the unaltered payment of maintenance damages one party's important legal interests either the debtor or the creditor may apply to the court to have the amount of maintenance amended.⁶⁷ According to the case law concerning spousal maintenance – as there is, as yet, no judicial practice concerning the maintenance of former cohabitants – all the circumstances are carefully scrutinized in such cases.

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

The right to receive maintenance from the former cohabitant extinguishes if the creditor enters into a marriage with another person according to the Hungarian Civil Code.⁶⁸ Although a registered partner is not mentioned in that provision, the appropriate rule in the Act on registered partners which makes the regulations of the Civil Code on marriage and spouses applicable to registered partnerships and registered partners as a general rule makes it unambiguous that if the creditor establishes a registered partnership with a third person, his or her right to maintenance will extinguish (also see the answer to Question 1).

b. Into an informal relationship with another person?

The right to receive maintenance from the former cohabitant extinguishes if the creditor establishes cohabitation with another person according to the Hungarian Civil Code.⁶⁹

⁶⁶ Art. 4:209(1)-(2) of the Hungarian Civil Code.

⁶⁷ Art. 4:210(1) of the Hungarian Civil Code.

⁶⁸ Art. 4:91 (6) of the Hungarian Civil Code.

⁶⁹ Art. 4:91 (6) of the Hungarian Civil Code.

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?

The former cohabitant and the debtor's current spouse have equal ranking according to the Hungarian Civil Code.⁷⁰ According to the Act on registered partners, this rule also has to be applied to registered partners, so the former cohabitant and the current registered partner also have equal ranking (see the answer to Question 29). As far as the current cohabitant is concerned, the Hungarian Civil Code does not mention any maintenance obligation for the cohabitants during their relationship (see also the answer to Question 10). Nevertheless, some provisions of the Hungarian Civil Code allow us to draw the conclusion that cohabitants are expected to support each other and this has been the standpoint in the case law for several years.

b. The debtor's previous spouse, registered partner, or partner in an informal relationship?

The former cohabitant and the debtor's former spouse have equal ranking according to the Hungarian Civil Code.⁷¹ According to the Act on registered partners, this rule also has to be applied to registered partners, so the former cohabitant and the former registered partner also have equal ranking (see the answer to Question 29). Former cohabitants may also have equal ranking just like former spouses but the debtor's ability to pay is also relevant.

c. The debtor's children?

The debtor's children enjoy priority in the ranking whether they are common children or the debtor's children from another partnership. A minor child comes first and this child is then followed by an adult child who is pursuing further studies.⁷²

d. The debtor's other relatives?

Other relatives, such as parents, follow the spouse, the former spouse and the former cohabitant in the ranking according to the Hungarian Civil Code. Although there has not been any case law concerning the maintenance of a former cohabitant it seems to be important to mention Art. 203 of the Hungarian Civil Code which allows the courts to deviate from the ranking in the right to maintenance and the obligation to maintain if there is a good reason for doing so.

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?

⁷⁰ Art. 4:202 c) of the Hungarian Civil Code.

⁷¹ Art. 4:90 of the Hungarian Civil Code.

⁷² Art. 4:202 a)-b) of the Hungarian Civil Code.

A default property regime was prescribed for cohabitants in the Civil Code of 1959. According to that provision cohabitants acquired common property in proportion to the contribution they had made in acquiring such property and when this proportion could not be calculated the property was considered to have been equally acquired. Work done in the household was considered to be a contribution to acquiring that property.⁷³ This rule still has to be applied by the courts during the current transitional period (see also the answer to Question 2). The Hungarian Civil Code has not preserved this default regime and has introduced a new one for cohabitants.⁷⁴ This regime resembles the regime of participation in acquisitions. The cohabitants are the owners of any acquired property during their community of life and joint ownership is not established by simply being cohabitants. In the case of separation both cohabitants may claim from one another the division of the other's acquired property. Personal assets in the matrimonial community of property regime do not belong to acquired property. A cohabitant may claim for his or her participation and in proportion to the contribution he or she has made in acquiring such property. The work done in the household, caring for children and working in the business of the other cohabitant is considered to be a contribution to acquiring that property. When this proportion cannot be calculated the contribution is considered to have been equal except if this results in an unfair disadvantage for the other cohabitant.

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 Hungarian Civil Code only provides general rules on the default property regime and there is no specific rule for certain assets, except for the use of the common dwelling after separation.

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)?

There have been no such regulations in Hungarian law regarding the cohabitants' home and/or household goods. Under the former regime of the Civil Code of 1959 the division of assets in the case of separation followed the model applied in the case of divorce or the division of the common property of spouses. It is still not known how the provisions concerning the new regime will be applied in the case law.

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

⁷³ Art. 578/G(1) of the Civil Code of 1959.

⁷⁴ Art. 6:516 of the Hungarian Civil Code.

There is no specific rule on this.

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

a. The assets?

b. The debts?

Art. 6:516 of the Hungarian Civil Code on the cohabitants' default property regime refers to regulations on the spouses' participation in acquisitions regime which is an alternative regime for spouses in the Hungarian Civil Code. The provisions on the matrimonial property regime of participation in acquisitions prescribe that the division of the participation may be claimed by applying the rules on the division of the common property in the matrimonial community of property (which has been preserved as the default matrimonial property regime). In that case the date of the termination of the community of property is decisive concerning the determination and valuation of the assets (and the debts).⁷⁵ Nevertheless, if the community of property has terminated earlier, the date of the division of the common property is decisive. That means that a variation in the value of the property between the date of the termination of the community of property and that of the division of the common property has to be taken into account, except when either partner's behaviour resulted in this variation.

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?

There is no specific rule, except for the default property regime (see also the answer to Question 31).

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 partner had no rights in the case of intestate succession according to the regime under the Civil Code of 1959 and he or she has no such rights in the Hungarian Civil Code.

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 surviving partner may claim for his or her participation in the acquisitions when the community of life ceased. In cases where one cohabitant maintained and supported his or her partner for a rather long period of time from his or her own

⁷⁵ Art. 4:60(1) of the Hungarian Civil Code.

property without any maintenance contract having been entered into and there is no will in favour of the surviving partner, there is a possibility for the surviving partner to be given a preferred claim. Nevertheless, there is no certainty concerning such claims in the case law.

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

There are no specific rules.

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

a. In general?

Principally the freedom to make a will is decisive so anybody may make a will in favour of his or her cohabitant.

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

Theoretically it is possible to make a will in favour of the surviving cohabitant but the spouse or registered partner has a reserved share. On the other hand, the spouse or registered partner cannot inherit in intestate succession if no community of life existed upon death and there was no expectation that this community of life would be resumed. (This rule functions only following the claim of an interested person who proves the lack of community of life.)

c. If the testator has children?

This is possible, but children have a reserved share.

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

a. In general?

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

c. If either testator has children?

Only spouses (and registered partners) can make a joint will, cohabitants cannot.

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?

Both agreements as to succession or gifts upon death are possible. In the case law certain rules on agreements as to succession have been developed. According to these rules the validity of such agreements between cohabitants may be contested (typically by third persons) and according to the case law it has to be scrutinized whether the services rendered by one partner have gone above and beyond the

sphere of activity which was inseparable from the cohabitation itself (see also the answer to Question 10).

53. Is the surviving partner entitled to a reserved share⁷⁶ 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?

Cohabitants are not entitled to a reserved share.

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

Unfortunately not.

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?

Unfortunately not. According to the experiences of notaries the idea of such a will between cohabitants often emerges, but it rarely occurs in practice and specifically only when the person making the will has children or grandchildren.

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?

Unfortunately not.

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?

The Hungarian Civil Code has introduced the property agreement between cohabitants as a new institution.⁷⁷ An agreement between cohabitants concerning their property relations was also possible under the Civil Code of 1959 but without any special provision. A property agreement between cohabitants can be found among the general rules on cohabitation. According to the Hungarian Civil Code cohabitants can regulate their future property relations during their community of life by agreement. There are certain formal requirements for the validity of such an agreement: it has to be included in a public instrument or a private document attested by a lawyer.

⁷⁶ 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.

⁷⁷ Art. 6:515 of the Hungarian Civil Code.

Cohabitants are permitted to regulate their property relations in any manner which is permitted between spouses. The default matrimonial property regime is community of property and spouses may diverge from the rules thereon when they agree to this. Besides, the Hungarian Civil Code provides for two alternative property regimes, namely participation in acquisitions and the separation of property. Cohabitants may also agree on one of these regimes or even diverge from the main provisions of these regimes.

The agreement is only valid against third parties if it has been recorded in the Register of Property Agreements of Cohabitants or if the cohabitants prove that the third party knew or would have known about the existence of the agreement and its contents. The regulations on the Register of Matrimonial Property Agreements are to be applied to the Register of Property Agreements of Cohabitants.

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

a. The division of tasks as between the partners?

There is no such rule in the Hungarian Civil Code.

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

There is no such rule in the Hungarian Civil Code.

c. Their property relationship?

They can enter into a property agreement for the future, see the answer to Question 47.

When the community of life terminates they may regulate their property relations with agreement.

d. Maintenance?

According to the general provisions on the maintenance of relatives which constitute the basic rules underlying specific maintenance rules, including maintenance rules concerning cohabitants, the creditor and debtor can agree on the amount of and the method for paying maintenance.⁷⁸ Within the rules on family law consequences the Hungarian Civil Code emphasizes one possibility, namely cohabitants may agree that the debtor can meet his or her maintenance obligation by making a lump-sum payment or by giving a certain asset. In such a case the creditor cannot claim any additional maintenance in the future.⁷⁹

⁷⁸ Art. 4:204 of the Hungarian Civil Code.

⁷⁹ Art. 4:89 of the Hungarian Civil Code.

e. The duration of the agreement?

In a property agreement between cohabitants or when cohabitants agree on the maintenance of either former cohabitant the duration of the agreement may be determined.

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

Yes, cohabitants may agree on both maintenance and the use of the common dwelling as these are prescribed in the Hungarian Civil Code. A possibility to agree on property relations if the cohabitation terminates is not mentioned but cohabitants have always been permitted to end their property relations.

As far as the use of the common dwelling is concerned, this is regulated in the Hungarian Civil Code among the general rules which apply to cohabitants. These are new provisions as no such rules were contained in the Civil Code of 1959. This Article lays down the method for regulating the use of the common dwelling or the family home by agreement.⁸⁰ Cohabitants can regulate the use of the common dwelling in case their community of life comes to an end. They can do this at the beginning of the cohabitation or during their community of life in advance by agreement. For the agreement to be valid it has to be included in a public instrument or a private document attested by a lawyer.

This provision refers to the agreement between the spouses concerning their and their child's right to use the common home in the case of divorce. If the spouses do not regulate in their agreement how their children will use the common dwelling after divorce or their regulation seriously damages their children's right to use this dwelling, the court is permitted to deviate from the agreement. The same applies to the cohabitants' agreement on the use of the common home.

Cohabitants can enter into an agreement on the use of the common dwelling even after the termination of their community of life. There is no specific formal requirement for its validity.

60. Are the agreements binding:

a. Between the partners?

Yes, they are binding between the partners.

b. In relation to third parties?

They are only valid against third partners if the agreement has been recorded in the Register of Property Agreements of Cohabitants or if the cohabitants can prove that third party knew or would have known about the existence of the agreement and its

⁸⁰ Art. 6:517 of the Hungarian Civil Code.

contents. The regulations on the Register of Matrimonial Property Agreements are to be applied to the Register of Property Agreements of Cohabitants.

The Register of Matrimonial Property Agreements and the Register of Property Agreements of Cohabitants are kept by the Hungarian National Chamber of Notaries. The detailed rules thereon are contained in the Hungarian Act on Non-litigious Notarial Procedures.⁸¹ As the Registers were established in March and April 2014 there is, as yet, no judicial experience in this respect.

The aim of the registers is to provide evidence of the existence of these property agreements according to the Hungarian Notarial Act.

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

They are binding agreements.

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

The cohabitants may opt out of the default property regime by means of a property agreement. The Register of Cohabitant's Statements is an 'opt-in' regime.

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

A property agreement between cohabitants and their agreement on the use of their common dwelling in case the cohabitation comes to an end can be entered into before or during the relationship as it determines future property relations. The cohabitants are even permitted to agree on maintenance and the use of the common dwelling after their relationship has come to an end.

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

a. As between the partners?

A maintenance agreement on fulfilling the maintenance obligation by making a lump-sum payment, the property agreement between cohabitants and the agreement on the use of the common dwelling in the future have to be included in a public instrument or a private document attested by a lawyer.

b. In relation to a third party?

The property agreements between cohabitants are only valid against third parties if the agreement has been recorded in the Register of Property Agreements of Cohabitants or the cohabitants can prove that the third party knew or would have known about the existence of the agreement and its contents.

⁸¹ Art. 36/H-36/K. of Act No. XLV 2008 on Non-litigious Notarial Procedures.

65. Is independent legal advice required?

There is no such obligation in the Hungarian Civil Code. If a public instrument is drawn up by a notary, he or she is obliged to inform the parties. If a lawyer attests a private document it is his or her obligation to provide all information to the parties. It is not unambiguous whether notaries or lawyers should inform the cohabitants together or independently as it depends on the notary or the lawyer who performs the tasks in a certain case.

Notaries have a general obligation to inform any party according to the Hungarian Act on Notaries.⁸² This means that the notary has to provide equal opportunities and assist the parties in exercising their rights and performing their obligations. In the Hungarian Act on Notaries or the Hungarian Act on Non-litigious Notarial Procedures there is no detailed provision on providing impartial advice or due information to the parties if they enter into a property agreement. If the parties want to make a statement about their cohabitation the notary has to inform the parties about the legal consequences of cohabitation, its establishment and its termination.⁸³

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

No. As the Register of Cohabitants' Statements is new not many agreements have been recorded.

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?

If the cohabitants have a dispute concerning their property relations, maintenance or the use of the common dwelling they can apply to the court.

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

Yes, absolutely.

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?

⁸² Art 1 of Act No. XLI 1991 on Notaries.

⁸³ Art. 36/F(2) of Act No. XLV 2008 on Non-litigious Notarial Procedures.

There is no specific scrutiny when entering into an agreement. As cohabitations have an informal character no agreement is scrutinized *ex officio*. Either an agreement on property relations or an agreement on the maintenance of a former cohabitant or on the use of the common dwelling may be referred to the courts if its validity is contested by one party.

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)?

The general contract rules of the Hungarian Civil Code form the basis of agreements between cohabitants, either concerning property relations, the maintenance of a former cohabitant or the use of the common dwelling. The express possibility of entering into an agreement on the maintenance of a former cohabitant and the use of the common dwelling is a new element of the regulation on cohabitation so there is no judicial practice at all. There have nevertheless been a few judgements concerning cohabitants' agreements on property relations. These decisions dealt primarily with the validity of the agreements in question and the general provisions and requirements on invalidity were applied. In these cases it was determined that such agreements could be set aside for invalidity if they contravene the principle of good faith, if undue influence is found or when an unconscionable advantage has been taken.

There is a new provision in the Hungarian Civil Code. If the cohabitants agree, by means of an agreement in advance, on the use of the future dwelling after separation, e.g. that one cohabitant will leave the dwelling that is the common home,⁸⁴ the judge can disregard this agreement if a minor child's right to reside in the home is affected.

The rules on judicial modifications were very strict in the Civil Code of 1959 and are just as strict in the Hungarian Civil Code and have not yet been applied to property agreements between spouses.

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?

Although mediation is emphasized as a dispute-solving mechanism concerning divorce, no alternative dispute-solving mechanism is mentioned with regard to cohabitants. Mediation comes to the fore in parental disputes, and whether parents are or were spouses or cohabitants is irrelevant.

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?

⁸⁴ Art. 6:517(2) of Hungarian Civil Code refers to Art. 4:79(2) of Hungarian Civil Code.

No ADR mechanism is regulated or even mentioned concerning cohabitants.

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.