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# Estonia

Advokaadibüroo Vindex OÜ

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## 1 Real Estate Law

**1.1 Please briefly describe the main laws that govern real estate in Estonia. Laws relating to leases of business premises should be listed in response to question 10.1. Those relating to zoning and environmental should be listed in response to question 11.1.**

1. The Constitution of the Republic of Estonia. Article 32 of the Constitution provides protection of the property of each person and rules that the property may be taken from the owner without his or her consent only in the public interest, in the cases and pursuant to a procedure provided by law, and for fair and immediate compensation.
2. Principles of Ownership Reform Act. This Act provides for the restitution, compensation and privatisation of property after the soviet period.
3. General Principles of the Civil Code Act. This Act carries out general principles for civil law and also provides general principles for the Law of Property Act.
4. Law of Property Act. This Act provides real rights, their content, creation and extinguishment and is the basis for other laws regulating real rights.
5. Law of Property Act Implementation Act. This act provides exceptions and amendments for the Law of Property Act connected to relationships created before the Act came into force.
6. Land Register Act. This Act provides the procedure for the maintenance of land registers.
7. The Act on Acquisition of Land Subject to Usufruct in Land Reform. This Act regulates the acquisition of land on which a usufruct has been established under the Land Reform Act.
8. Restrictions on Acquisition of Immovables Act. This Act provides restrictions on the acquisition of immovables arising from public interest and reasons of national security.
9. Immovables Expropriation Act. This Act provides for the grounds of and procedure for the transfer of an immovable without the consent of the owner in the public interest for fair and immediate compensation.
10. General Part of the Environmental Code Act. Articles 32-39 of this Act regulate the using of land or water belonging to another person.
11. Water Act. This Act regulates the using of bodies of water and groundwater including those belonging to another person.
12. Nature Conservation Act. This Act provides limitations of an owner's rights in connection with the protection of the natural environment.

13. Apartment Ownership Act. This Act regulates relationships concerning Apartment Ownership.
14. Law of Obligations Act. This Act is applicable for contractual and non-contractual obligations arising in connection with property relations.

**1.2 What is the impact (if any) on real estate of local common law in Estonia?**

Estonia belongs to Civil Law legal family, so English-American common law doesn't have any impact here. Rulings of the Estonian Supreme Court, ECHR and ECJ, however, are taken into consideration.

**1.3 Are international laws relevant to real estate in Estonia? Please ignore EU legislation enacted locally in EU countries.**

International laws are not relevant to real estate in Estonia.

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## 2 Ownership

**2.1 Are there legal restrictions on ownership of real estate by particular classes of persons (e.g. non-resident persons)?**

In principle, all individuals and legal entities can own land. All restrictions are listed in the Restrictions on Acquisition of Immovables Act, which provides restrictions on the acquisition of immovables used as profit yielding land connected to public interest and restrictions on the acquisition of immovables connected to national security. Restrictions mainly concern persons who are not citizens of a contracting party to the EEA Agreement or any legal person whose seat is in a jurisdiction which is not a contracting party to the EEA Agreement.

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## 3 Real Estate Rights

**3.1 What are the types of rights over land recognised in Estonia? Are any of them purely contractual between the parties?**

According to the Law of Property Act rights over land are divided into real rights, such as rights of ownership (right of ownership), and restricted real rights which contain servitudes, real encumbrances, right of superficies, right of pre-emption and right of security.

Leases and rental rights are purely contractual in the Estonian law system are regulated by the Law of Obligations Act.

### 3.2 Are there any scenarios where the right to a real estate diverges from the right to a building constructed thereon?

The owner of the land and the owner of the building constructed thereon do not have to be the same person. An immovable may be encumbered such that the person for whose benefit a right of superficies is constituted has a transferable and inheritable right for a specified term to own a construction permanently attached to the immovable. Only one right of superficies may be established on an immovable.

## 4 System of Registration

### 4.1 Is all land in Estonia required to be registered? What land (or rights) are unregistered?

An immovable (plot of land), rights of superficies, apartment ownership and rights of superficies in apartments are required to be registered in the land register.

All immovables must be entered in a land register unless otherwise provided by law. An immovable belonging to the state or a local government, however, shall be entered in a land register if such immovable is encumbered with a real right or if the owner requests that the entry be made.

### 4.2 Is there a state guarantee of title? What does it guarantee?

The land register is public. Everyone has the right to examine land register information and to receive extracts therefrom pursuant to the procedure provided by law. Information entered in the land register is presumed correct.

According to the Law of Property Act, if, on the basis of information entered in the land register, a person acquires immovable property ownership or a restricted real right by a transaction, information entered in the land register is deemed to be correct with regard to the person, unless an objection is entered in the land register concerning the correctness of information or the acquirer knew or should have known that the information was incorrect.

If the right of a person to dispose of a right entered in the land register is restricted for the benefit of a certain person, the restriction is valid with respect to the acquirer only if it is entered in the land register or if the acquirer is or should be aware of the restriction on transfer.

The state is responsible for any mistakes made in the course of maintaining the land register. State liability is regulated by the State Liability Act.

### 4.3 What rights in land are compulsory registrable? What (if any) is the consequence of non-registration?

All rights in land arising from transactions are generally created by putting an entry in the land register. Unregistered rights are not compulsory for third parties, who do not know and are not required to know about unregistered rights.

### 4.4 What rights in land are not required to be registered?

For example, lease contracts are not required to be entered in the land register, but the law gives the right to the lessee of an immovable to demand that a notation regarding the lease contract be made in the land register. Changes connected to succession may not be made (if a successor does not initiate this) in the register until the successor is involved in transactions with the immovable.

### 4.5 Where there are both unregistered and registered land or rights is there a probationary period following first registration or are there perhaps different classes or qualities of title on first registration? Please give details. First registration means the occasion upon which unregistered land or rights are first registered in the registries.

There is no probationary period or different classes or qualities of title in Estonia connected to the first registration of the land or rights.

### 4.6 On a land sale, when is title (or ownership) transferred to the buyer?

On a land sale, a title or ownership is transferred to a buyer when a corresponding entry is made in the land register.

### 4.7 Please briefly describe how some rights obtain priority over other rights. Do earlier rights defeat later rights?

Registered rights have priority over unregistered rights. If several entries are made in the same section of the register, each entry receives a ranking which corresponds to the ranking of the registration in the land registry journal. If applications are submitted concurrently, they are granted the same ranking. Ranking in the register can be changed with an agreement between the parties.

## 5 The Registry / Registries

### 5.1 How many land registries operate in Estonia? If more than one please specify their differing rules and requirements.

#### 1. The land register

It is the main source of information regarding immovables, giving information about immovables (land or apartment) and ownership, as well as information such as the right of superficies, mortgages and restricted rights (see question 3.1). The keepers of the land register are county courts and the central database is governed by the Ministry of Justice.

#### 2. The Land Cadastre

Purpose of the Land Cadastre is to preserve, register and maintain the quality of information regarding the value of land, the natural status of land and the usage of land. The Land Cadastre is also required to enable public access to relevant information. The keeper of the Land Cadastre is the Estonian Land Board and chief processor of the Cadastre is the Ministry of the Environment.

#### 3. The Register of Construction Works

The main function of the national Register of Construction Works is to maintain records of construction works and entries in this register concern construction works under construction or in use. The data

controller of the Register of Construction Works is the Ministry of Economic Affairs and Communications.

The Land Register is the only register of the three mentioned where the entries are presumed correct according to law. The other two registers either have a more technical or informative purpose. It does not mean that the information provided by the registers is void, but these do not have the same power as the entries in the land register.

### 5.2 Does the land registry issue a physical title document to the owners of registered real estate?

The land registry issues a physical title document to the owners of registered real estate. If necessary, this document may be certified by the land register division of a court.

### 5.3 Can any transaction relating to registered real estate be completed electronically? What documents need to be provided to the land registry for the registration of ownership right? Can information on ownership of registered real estate be accessed electronically?

A registration application shall be notarised or digitally signed. In most cases, a notarised document is necessary for registration of ownership. In case of registration of ownership on the basis of the bailiff's statements of compulsory auctions or court rulings, no application is required. Such documents may be submitted to land register electronically.

Information on ownership of registered real estate can be accessed electronically for fee of €2 per immovable.

### 5.4 Can compensation be claimed from the registry/registries if it/they makes a mistake?

If the Land Registry department of the court makes a mistake it is possible to claim compensation. State liability is regulated by the State Liability Act.

### 5.5 Are there restrictions on public access to the register? Can a buyer obtain all the information he might reasonably need regarding encumbrances and other rights affecting real estate?

All information in a land register and other registries is available – there are no restrictions. Not all rights affecting real estate may be entered into the register, but the new owner has the option to terminate the rights affecting real estate if the rights were not entered into the land register and the new owner was not and should not have been aware about them.

## 6 Real Estate Market

### 6.1 Which parties (in addition to the buyer and seller and the buyer's finance provider) would normally be involved in a real estate transaction in Estonia? Please briefly describe their roles and/or duties.

#### Notaries

All purchase agreements must be notarised to be valid. Besides identifying parties, a notary shall also ascertain the intentions of the parties and the facts which are essential for a legally correct transaction. The notary shall also explain to the parties the

meaning and legal consequences of the transaction and the different possibilities for conclusion of the transaction.

#### Lawyers

Lawyers have an advisory function, especially where complex contracts are involved.

#### Real Estate Brokers

Real estate brokers mediate most transactions, bringing together potential sellers and buyers.

#### Bank representatives

Bank representatives are involved in cases involving creating, amending or removing mortgages.

### 6.2 How and on what basis are these persons remunerated?

The Notary Fees Act states the fees which should be charged by a notary. For real estate transactions, the fee depends on the value of the property.

Real estate broker fees and lawyers' fees are agreed with the client and depend on the services provided.

Bank representatives are employed and remunerated by the bank.

### 6.3 Has the real estate market in Estonia seen an increase in the availability of real estate finance during recent years? What trends (if any) are emerging as to different categories of finance providers beyond traditional lending banks?

The number of real estate transactions has decreased compared to last year, but the real estate market is stable. Fast loan providers are buying immovables at low starting prices at compulsory auctions organised by bailiffs.

### 6.4 How strong is development activity in Estonia? What were the most significant development transactions in Estonia in the past year?

Many new department stores and businesses are being built, with most new investments directed towards the capital's city centre. Apartment buildings are also being built, but not so actively.

### 6.5 Have you observed a shift in the approach of investors towards residential as an asset class and, in particular, towards what were historically viewed as its specialist subsectors such as affordable housing, student accommodation and retirement living?

At the moment, high end residential real estate and middle-class accommodation are dominating the market. Affordable housing, student accommodation and retirement living do not appeal so much to investors.

## 7 Liabilities of Buyers and Sellers in Real Estate Transactions

### 7.1 What (if any) are the minimum formalities for the sale and purchase of real estate?

Four transactions need to be made for the sale and purchase of real estate: a contract of sale; a contract of transferring of ownership; a

registration application; and consent from all parties involved. All four of elements may be in one document but do not need to be. The first two elements have to be notarised. The remained may be done electronically. Parties to the transaction must pay a notary fee and a state fee.

#### **7.2 Is the seller under a duty of disclosure? What matters must be disclosed?**

Persons who engage in pre-contractual negotiations or other preparations for entering into a contract shall inform the other party of all circumstances with regard to which the other party, based on the purpose of the contract, has an identifiable essential interest.

#### **7.3 Can the seller be liable to the buyer for misrepresentation?**

The seller can be liable for breach for a pre-contractual disclosure obligation and for lack of conformity of an immovable.

#### **7.4 Do sellers usually give contractual warranties to the buyer? What would be the scope of these? What is the function of warranties (e.g. to apportion risk, to give information)? Are warranties a substitute for the buyer carrying out his own diligence?**

Yes, usually these warranties are part of the sales agreement. Most common warranties include the seller's confirmation that all the maintenance fees concerning the property have been paid, there are no third party rights relevant to the property and that they have provided accurate information about the property. The function of warranties is to give information. The buyer may examine the property before purchasing it, but does not have to.

#### **7.5 Does the seller warrant its ownership in any way? Please give details.**

The seller confirms that he/she is the owner of the property and no other agreements concerning the transfer have been made.

#### **7.6 What (if any) are the liabilities of the buyer (in addition to paying the sale price)?**

Besides the buyer's obligation to pay the purchase price, the buyer is also obligated to accept the transfer of possession, to examine the immovable promptly and to notify the sellers of any lack of conformity immediately, providing a detailed description.

## **8 Finance and Banking**

#### **8.1 Please briefly describe any regulations concerning the lending of money to finance real estate. Are the rules different as between resident and non-resident persons and/or between individual persons and corporate entities?**

General provisions are provided by the Law of Obligations Act. The rules do not differ between resident and non-resident persons or individual persons and corporate entities. Additional attention must be paid to consumer protecting provisions.

#### **8.2 What are the main methods by which a real estate lender seeks to protect itself from default by the borrower?**

The most common method is to establish a mortgage. The mortgage amount is usually at least 1.3 times higher than the total amount of the secured obligations to ensure the payment of additional claims (interest, default interest, penalties, etc.). Usually the borrower must have a percentage of self-financing – the exact percentage depends on the agreement. Besides a mortgage, personal surety ship is also common. The immovable encumbered with the mortgage has to be insured.

#### **8.3 What are the common proceedings for realisation of mortgaged properties? Are there any options for a mortgagee to realise a mortgaged property without involving court proceedings or the contribution of the mortgagor?**

If a claim secured by a mortgage is not performed, the mortgagee has the right to demand compulsory execution pursuant to the procedure provided for in the Code of Enforcement Procedure. If the mortgagor has agreed to be subject to immediate compulsory enforcement for the satisfaction of a claim secured by the mortgage and this agreement is notarised, involving court proceedings is not necessary.

#### **8.4 What minimum formalities are required for real estate lending?**

A loan contract does not need to be notarised. Minimum formalities consist of notarisation of a mortgage agreement and an entry into the Land Registry.

#### **8.5 How is a real estate lender protected from claims against the borrower or the real estate asset by other creditors?**

A mortgage gives the best protection for a real estate lender. If a compulsory execution is carried out in order to satisfy the claims of mortgagees secured by a mortgage, such claims are satisfied from the money received from the compulsory execution of the immovable according to the ranking of the creditors. Unsecured creditors may employ a bailiff to facilitate compulsory selling of an immovable, but the mortgage still exists and the lender is still secure.

## **9 Tax**

#### **9.1 Are transfers of real estate subject to a transfer tax? How much? Who is liable?**

There are no transfer taxes for real estate.

#### **9.2 When is the transfer tax paid?**

This is not applicable.

#### **9.3 Are transfers of real estate by individuals subject to income tax?**

Income tax is charged on gains from the sale or exchange of any

transferable and monetarily appraisable objects, including real or movable property. The tax rate was 21% in 2014 and is 20% in 2015.

The Estonian Income Act states that income tax is charged on gains derived by a non-resident from the transfer of immovable property if the immovable being sold or exchanged is located in Estonia.

Gains from the transfer of immovable property are not subject to income tax if an essential part of the immovable or the object of the apartment ownership or a right of superficies is a dwelling which was used by the taxpayer as his or her place of residence until transfer, or a summer cottage or garden house has been in the taxpayer's ownership as a movable or an essential part of an immovable for more than two years and the size of the registered immovable does not exceed 0.25 hectares. These exemptions are also applicable to non-resident persons.

If the tax exemption is based on the use of the dwelling as the taxpayer's residence, the tax exemption is not applied to more than one transfer in two years.

#### 9.4 Are transfers of real estate subject to VAT? How much? Who is liable? Are there any exemptions?

The standard VAT rate of 20% does not usually apply to transactions with immovable property, although there are exceptions when it comes to transactions with immovable property involving new buildings or a significantly renovated building, as well as the sale of a plot of land. In these cases, the usual rate is applied and the seller is the liable party.

VAT may be added by a taxable person prior to the transaction if the Estonian Tax and Customs Board has been notified. In this case, the exception is residential property.

#### 9.5 What other tax or taxes (if any) are payable by the seller on the disposal of a property?

Besides VAT and income tax, there are no other taxes.

#### 9.6 Is taxation different if ownership of a company (or other entity) owning real estate is transferred?

Transfer of the shares of a company owning real estate is generally VAT exempt, except where the transferred company owns real estate which is subject to VAT.

According to the Income Tax Law, income tax is charged on gains derived by a non-resident from a transfer of property if the transferred or returned holding is a holding in a company, contractual investment fund or other pool of assets of whose property, at the time of the transfer or return or during a period within two years prior to that, more than 50 per cent was directly or indirectly made up of immovables or structures as movables located in Estonia and in which the non-resident had a holding of at least 10 per cent at the time of conclusion of the specified transaction.

## 10 Leases of Business Premises

### 10.1 Please briefly describe the main laws that regulate leases of business premises.

The main principles can be found in the General Part of the Civil Code Act and the Law of Obligations Act.

### 10.2 What types of business lease exist?

The Law of Obligation Act distinguishes between lease contracts and commercial lease contracts. Lease contracts are applicable to a residential building or an apartment which is used for permanent habitation and also to business premises which are used in economic or professional activities. Commercial lease contracts cover agricultural land.

### 10.3 What are the typical provisions for leases of business premises in Estonia regarding: (a) length of term; (b) rent increases; (c) tenant's right to sell or sub-lease; (d) insurance; (e) (i) change of control of the tenant; and (ii) transfer of lease as a result of a corporate restructuring (e.g. merger); and (f) repairs?

#### (a) Length of term

There are no restrictions provided by law. The length of term is usually stated in the contract and it is agreed between parties of the contract.

#### (b) Rent increases

In the case of a lease contract for an unspecified term, it is presumed that the lessor may raise the rent upon the lease of immovables after each six months as of entry into the contract and upon the lease of furnished rooms or separately leased parking places, places in garages and the like, each month as of entry into the contract. The lessor of a dwelling shall notify the lessee of any increase in the rent in a format which can be reproduced in writing not later than thirty days before the increase in the rent and shall provide the reasons therefor.

An agreement on a periodical increase in the rent of a dwelling is valid only if the lease contract is entered into with a term of at least three years and the rent increases not more than once a year and the extent of the increase in the rent or the basis for calculation thereof are precisely determined.

In practice, parties regulate the rent increase in a lease contract.

#### (c) Tenant's right to sell or sub-lease

A lessee may, with the consent of the lessor, transfer the use of a property fully or partially to a third party (sublease), particularly to sublet the property. The lessee does not have the right to sell the property.

#### (d) Insurance

There are no specific rules provided by law concerning insurance, but usually the lessor is responsible for insurance. There are no restrictions provided by law, therefore the lessee can also conclude an insurance contract.

#### (e) (i) Change of control of the tenant

A lessee may transfer the rights and obligations arising from a lease contract to a third party with the lessor's consent in a format which can be reproduced in writing. Upon transfer of the rights and obligations arising from a lease contract, the initial lessee and the person to whom the rights and obligations of the lessee are transferred shall be solely liable for the performance of the obligations which arise from the contract. The liability of the initial lessee expires as of the time when the lessor could cancel the lease contract for the first time or as of the time when the lease contract is terminated, but not later than two years after the transfer of the rights and obligations.

#### (e) (ii) Transfer of lease as a result of a corporate restructuring (e.g. merger)

The rights and obligations arising from the lease contract are transferred to a legal successor.

## (f) Repairs

A lessee may make improvements and alterations to a leased property only with the lessor's consent. Such consent must be submitted in a format which can be reproduced in writing. The lessor shall not refuse to grant consent if the improvements and alterations are necessary in order to use the property or manage the property reasonably.

**10.4 What taxes are payable on rent either by the landlord or tenant of a business lease?**

Resident natural persons must pay income tax at the usual rate of 21%. Resident legal entities are not obligated to pay income tax. For non-resident persons, the income tax obligation is imposed on capital gains received from the business lease of real estate located in Estonia. VAT can be added by the lessor, but it does not apply to transactions with residential property.

**10.5 In what circumstances are business leases usually terminated (e.g. at expiry, on default, by either party etc.)? Are there any special provisions allowing a tenant to extend or renew the lease or for either party to be compensated by the other for any reason on termination?**

A lease contract entered into for a specified term expires upon expiry of the term, unless the contract is extraordinarily cancelled earlier.

If, after expiry of the term of a lease contract, the lessee continues to use the property, the lease contract is deemed to have become a lease contract entered into for an unspecified term, unless the lessor or lessee expresses some other intention to the other party within two weeks. The term for the expression of such intention shall commence for the lessee as of expiry of the lease contract and for the lessor as of the time when the lessor learns that the lessee is continuing to use the property.

Upon the lease of immovables, dwellings or business premises, either party may cancel a lease contract entered into for an unspecified term by giving at least three months' notice. Upon the lease of furnished rooms or separately leased parking places, places in garages and the like, a lease contract entered into for an unspecified term may be cancelled by giving at least one month's notice.

Either party may, with good reason, cancel a contract entered into for an unspecified term and a contract entered into for a specified term. Advance notice of extraordinary cancellation is not required unless otherwise provided by law.

Extraordinary cancellation is permitted mainly if the lessee cannot use the leased property, upon non-stipulated use of the property, due to delay in payment or bankruptcy of the lessee.

**10.6 Does the landlord and/or the tenant of a business lease cease to be liable for their respective obligations under the lease once they have sold their interest? Can they be responsible after the sale in respect of pre-sale non-compliance?**

The rights and obligations arising from the lease contract are transferred to a new owner. If there is no entry made in the land register regarding the lease contract then the new owner has the right to terminate the lease contract giving at least three months' notice.

**10.7 Green leases seek to impose obligations on landlords and tenants designed to promote greater sustainable use of buildings and in the reduction of the "environmental footprint" of a building. Please briefly describe any "green obligations" commonly found in leases stating whether these are clearly defined, enforceable legal obligations or something not amounting to enforceable legal obligations (for example aspirational objectives).**

Green obligations are not common in Estonia.

**11 Public Law Permits and Obligations****11.1 What are the main laws which govern zoning and related matters concerning the use and occupation of land? Please briefly describe them and include environmental laws.**

The Planning Act regulates relations between the state, local governments and other persons during the planning process.

The Building Act establishes the requirements for construction works, building materials, construction products, building design documentation and as-built drawings of construction works, the basis and procedure for the design, building and use of construction works, and for the registration of construction works. It also establishes the organisation of construction supervision and states liability.

The Environmental Impact Assessment and Environmental Management System Act establishes legal foundation and procedure to assess the likely environmental impact, organisation of eco-management and audit schemes and legal basis for awarding an eco-label in order to prevent environmental damage.

The main principle of the Environmental Liability Act is that the one who causes damage to the environment shall pay for the damages.

The Immovables Expropriation Act provides for the expropriation of immovable and the related procedures.

**11.2 Can the state force land owners to sell land to it? If so please briefly describe including price mechanism.**

Yes. An immovable property may be expropriated in the public interest. The detailed list is provided in the Immovables Expropriation Act.

With regards to expropriation and compensation, the determination is based on an *ad hoc* assessment identifying the expropriation of the property or limited real rights assigned to the cost of the expropriation decision. Payment for the expropriation of immovable property shall not be less than the fair market value of the immovable property and the relevant tenancy expropriation decision.

**11.3 Which bodies control land/building use and/or occupation and environmental regulation? How do buyers obtain reliable information on these matters?**

Land/building use and/or occupation control falls under the jurisdiction of Local Government; the Ministry of the Environment controls environmental regulation.

Information can be obtained from public databases, Local Government or the notary public.

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**11.4 What main permits or licences are required for building works and/or the use of real estate?**


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Building permits and permits to use a building are the main permits required. Depending on the usage of the building, additional permits may be required.

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**11.5 Are building/use permits and licences commonly obtained in Estonia? Can implied permission be obtained in any way (e.g. by long use)?**


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Yes. Building permits and licences are usually obtained in Estonia. Implied permission cannot be obtained by long use.

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**11.6 What is the appropriate cost of building/use permits and the time involved in obtaining them?**


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A building permit costs €63.91 for erecting a new building, and €31.95 for renovating a building or part of it.

Use permits also cost €63.91 or €31.95 depending on the nature of the construction work.

The Local Government has 20 days to process permit applications.

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**11.7 Are there any regulations on the protection of historic monuments in Estonia? If any, when and how are they likely to affect the transfer of rights in real estate?**


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The Heritage Conservation Act protects historic monuments in Estonia. In case of transfer, or possession of a monument, the owner shall give the protection obligation notice to the new owner or possessor.

Monuments, heritage conservation areas and real estate located in protected areas must contain a provision stating that it is a monument or heritage conservation area or an immovable or structure located within a protected zone.

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**11.8 How can e.g. a potential buyer obtain reliable information on contamination and pollution of real estate? Is there a public register of contaminated land in Estonia?**


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No such registry exists.

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**11.9 In what circumstances (if any) is environmental clean-up ever mandatory?**


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The main principle of the Environmental Liability Acts is that the one who causes damage to the environment shall pay for the damages. Therefore in the event of environmental damage or threat

of damage, the person who caused or detected the damage must immediately take preventive action to minimise the damage, which may also involve clean-up, and notify the competent environmental authority.

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**11.10 Please briefly outline any regulatory requirements for the assessment and management of the energy performance of buildings in Estonia.**


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The methodology for calculating the energy efficiency of buildings provides a method for calculating the amount of energy that is required to create a comfortable environment inside the building. Depending on the amount of energy required to create a comfortable environment, a label will be given to a building. This is compulsory for all new buildings.

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## 12 Climate Change

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**12.1 Please briefly explain the nature and extent of any regulatory measures for reducing carbon dioxide emissions (including any mandatory emissions trading scheme).**


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The European Climate Change Programme states that by 2020 members of the European Union have to reduce their CO<sub>2</sub> emissions by 20%. In Estonia this has been achieved mainly by reducing the consumption of oil shale. Due to effective environmental policies and new technologies, Estonia has reached this goal long before it is due.

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**12.2 Are there any national greenhouse gas emissions reduction targets?**


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Estonia follows the standards set in the Kyoto Protocol.

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**12.3 Are there any other regulatory measures (not already mentioned) which aim to improve the sustainability of both newly constructed and existing buildings?**


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Money received from the sale of the CO<sub>2</sub> quotas goes towards the renovation and reconstruction of old buildings. Also, minimum energy efficiency standards for new buildings are established by government regulations.



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Jevgeni Tverdohlebov (M.A. in Law, a sworn advocate, and a member of Estonian Bar Association) has been practising law since 2000. He has extensive dispute resolution and litigation experience, specialising primarily in insurance, bank-client disputes and in solvency cases.

He has also been advising on corporate, property, and contract and civil law matters. He has advised on family law issues such as marriage contracts, divorce, property division, and alimony for spouses, parents and children, along with custody issues. In addition to his legal and insurance background, Jevgeni Tverdohlebov is well-versed in technical, commercial, industrial and construction issues.

Jevgeni Tverdohlebov worked for Legal Expenses Insurance, handling claims and representing clients in litigation issues and in negotiations, in Credit and Export Guarantee Fund, KredEx, as a risks management lawyer, in audit, tax and advisory firm, Grant Thornton Rimess, advising clients and representing them in the courts.

He also holds the position of legal consultant at the Court of Appeal of Tallinn.

Jevgeni Tverdohlebov has been active in the academic field, lecturing in Civil Law at the Tallinn University of Technology (Faculty of Law), and at the Tallinn School of Economics since 2003.

Advokaadibüroo Vindex OÜ  
Efficiency Quality Professionalism

The law firm was established at the beginning of 2008. The company's field of activity has been legal service: representing clients in court, government institutions and in relations with other persons; drafting of documents; preparing transactions; advising in practice fields. At the beginning of 2015 the Law Firm was transformed to a company of advocates.