

SUMMARY

Key Words: Property, Rights, Regulation, Problems, Difficulties, Ownership

Subject matter: Features of legal regulation of property rights of citizens in Russia

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The relevance of the research topic: The need to study property rights of citizens is currently characterized by the presence of certain problems and difficulties of theoretical, regulatory and practical nature, which directly affect its real enforcement, as well as transparency and its understanding.

The purpose of the work: To identify existing problems of legal regulation of property relations of citizens and to offer possible solutions.

Objective:

- trace the history of the origin and the development of domestic legislation on the property of citizens;
- describe the concept and content of a citizen's property right;
- describe good faith as the basis of a property relationship;
- reflect the ways in which citizens' property rights arise;
- describe the grounds for termination of citizens' property rights;
- identify the problems of implementation and protection of the rights of the owner in transactions on the transfer of the object of rights to temporary possession and use;
- identify problems in the implementation of the rights of the owner that arise in the process of ownership, use and disposal of marital property.

Theoretical and practical significance of the research:

The theoretical and practical significance of the research results lies in the analysis of the latest legal regulation of the processes of the emergence, implementation and termination of property rights of citizens.

Results of the research:

The Civil Code of the Russian Federation does not have an official definition of ownership. However, the description of the property right set out in article 209 – 211 of the civil code of the Russian Federation is sufficient to be confirmed in the correction.

There is a dispute about the right to seize a plot from the owner, who has not fulfilled the court's decision on the use of an unauthorized post, since there are possible cases when the size of the plot significantly exceeds the area occupied by the unauthorized post. In this case, it would be more expedient to withdraw parts of the land plot from the cadastral register of the owner of the land.

There are certain restrictions on the current regulation of rights and obligations under the lease agreement. In case of inaction of the lessee and his evasion from taking the leased property into use, the lessor's interests are violated, since in fact there is a signed contract that the lessee does not fulfill, which is also problematic enough to promptly terminate.

In order to protect the property rights of the other spouse, changes should be made to paragraph 2 of article 35 of the Family Code of the Russian Federation on the non – application of the presumption of consent to gratuitous transactions and transactions that clearly go beyond the norm of transactions performed in the household, depending on the specifics of the transactions themselves and the conditions of their completion-on the alienation of the entire household, on the alienation of expensive items at a high price or in exchange for unequal property, on the alienation of things by one spouse that have their own property. appointment of another spouse, etc.

Recommendations:

It is proposed to legislate the following definition. "The right of ownership is the most complete, broad, and stable real right that presupposes the legal or actual existence of a particular

person (owner) in relation to his property (property) of the system of rights that the owner exercises at his discretion, in his interest, freely and independently, at his own will and independently of the will of other persons."

In order to protect the rights of the owner, who is the lessor, it is necessary to add art. 611 of the civil code of the Russian Federation by item 4 of the following content: "If the lessee has not accepted the leased property from the lessor within the term specified in the lease agreement, and in the case when the term is specified in the lease agreement, the lessor has the right to demand from the lessor the amount of the lease payment for the right to use such property, or the term specified in the lease agreement, as well as to demand compensation for damages, the contract was terminated and damages were compensated, and the contract was not fulfilled, including the amount of the rent received from the moment of the expiration of a certain agreement on the provision of this paragraph of the term, to the moment of actual termination of the contract.»

In order to protect the property rights of the other spouse should be amended paragraph 2 of article 35 Family Code of the Russian Federation on the non-applicability of the presumption of consent to gratuitous transactions and transactions that are clearly beyond that normally committed in the framework of the household, depending on the characteristics of the transactions themselves and the conditions of their fulfilment – alienating the entire home environment, for the disposal of expensive things at a reasonable price or in trade, and unequal property, for the disposal by one spouse of things, having as their purpose the maintenance of the other spouse, etc.