

Competition and Consumer
Protection Service (CCPS)
Ministry of Commerce, Industry and Tourism
6A Andreas Araouzos Street
CY-1421 Nicosia,
CYPRUS

[DATE]

Dear Sirs,

Unfair Commercial Practices - Law 103(I) of 2007

I/We consider that our developer [NAME and ADDRESS] is infringing Cyprus Law 103(I) of 2007 concerning unfair commercial practices by virtue of not having transferred individual title deeds to me/us for the property which we have purchased at [ADDRESS]. I/we am/are writing to you as the enforcement agency.

This unfair practice of withholding our deeds is happening to me/us **now** and the EU directive which transposed the above law under Article 3 states that ‘This Directive shall apply to unfair business-to-consumer commercial practices, as laid down in Article 5, *before, during and after a commercial transaction.*’

It also states ‘*In order to support consumer confidence the general prohibition should apply equally to unfair commercial practices which occur outside any contractual relationship between a trader and a consumer or following the conclusion of a contract and during its execution.*’

This means that because I/we do not yet have title deeds **now**, the date on which I/we signed the contract (a copy of which is attached) is completely incidental and therefore is no valid reason for you to turn down my/our request.

Moreover, because I/we have not received deeds yet I/we am/are still **during a commercial transaction** as the sales contract requirement for the transfer of legal ownership has not yet been executed by my/our developer.

Furthermore, the Directive states ‘*A commercial practice shall be unfair if: it is contrary to the requirements of professional diligence*’, and also that ‘*professional diligence*’ means that the standard of special skill and care which a trader may reasonably be expected to exercise towards consumers, commensurate with honest market practices and/or the general principle of good faith in the trader’s field of activity.’”

I/We would argue that it is neither honest market practice nor good faith to deny us/me title deeds which can involve considerable risk for me/us, especially so as my/our developer has a mortgage on the development.

Had this mortgage been disclosed to me/ us clearly I/we would never have signed a sales contract in the first place.

May I/We also state that **Article 26** of the Cyprus Constitution is supposed to prevent such exploitation by the banks:

‘Every person has the right to enter freely into any contract subject to such conditions, limitations or restrictions as are laid down by the general principles of the law of contract. ***A law shall provide for the prevention of exploitation by persons who are commanding economic power.***’

My/our developer’s failure - due to their mortgage(s) - to transfer legal ownership of my/our property puts me/us under the risk of never owning something I/we have already paid for in full. Currently, all I/we have is a legal claim to the property which is subservient and therefore inferior to the legal claim of the lending bank. The cited protective Specific Performance law does not afford full protection for me/us and, in any case, I/we want my/our title deeds **now**.

This unfair practice by my/our developer not only significantly disadvantages me/us by virtue of not having full legal ownership of something I/we have already paid for but also gives rise to other unfair commercial practices. I/we attach a copy of a letter I/we have sent to the EU Commission regarding this matter, as have many others.

Accordingly, I/we wish the Consumer Protection Service to immediately obtain my/our title deeds from my/our developer or to obtain a full refund of my/our monies paid plus interest and other costs.

I/we understand that under Article 29 of the Cyprus Constitution that I/we should be due a response from you within 30 days and look forward to your prompt reply.

Yours,

[SIGNATURE]

[NAME AND ADDRESS]