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 <u>now</u> 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 <u>date</u> on which I/we signed the contract (a copy of which is attached) is <u>completely incidental</u> and therefore is no 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 as all I/we have is a legal claim against the developer's title deed despite having paid for the property.

Had I/we known that we would have to wait this long for legal ownership to be transferred I/we would never have signed a sales contract in the first place.

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 <u>or</u> 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]