The Pécs Regional Court, in the case of **name of plaintiff** (address) plaintiff, represented by Tünde Fekete dr. legal aid attorney (address) against **name of defendant I** (official seat at: address of defendant I) defendant I, represented by (name) legal counsel, **name of defendant II** (official seat at: address of defendant II) defendant II, represented by (name) legal counsel, a dr. Gábor Horváth**,** lawyer (address), represented by the lawyer (address), **name of defendant III** (official seat unknown) defendant III, represented by Gábor Horváth dr. lawyer (address), guardian ad litem, **and defendant IV** (address) defendant IV, represented by Gabriella Révész dr. lawyer (address), for infringement of personal rights and other relief, has rendered the following

J u d g m e n t:

The Court finds that the defendants have infringed the applicant's right to non-discrimination and her right to social security by moving her in 2005 to the property owned by the defendant at (address) (locality), (address) I.

Orders the defendants jointly and severally to pay to the applicant, within 15 days, the sum of HUF 3,**955,000** (three million nine hundred and fifty-five thousand) in damages.

In excess of this amount, the action is dismissed.

Orders the defendants to pay jointly and severally to the State the costs advanced by the State of HUF **264,719,-** (two hundred and sixty-four thousand seven hundred and ten thousand seven hundred and ten thousand) at the request of the Economic Office of the Pécs Court.

The unpaid procedural fee of HUF **557,340.00** (five hundred and fifty-seven thousand three hundred and forty) shall remain the responsibility of the State.

Orders the defendants to bear jointly and severally the costs of the legal aid lawyer.

An appeal against the judgment may be lodged in writing, in triplicate, with the assistance of a legal representative, within 15 days of service, addressed to the Pécs Court of Appeal, but lodged at the Pécs General Court.

A Pp. 73/A (1), legal representation is mandatory for the party lodging an appeal (cross-appeal) against the judgment and the orders on the merits of the case in the proceedings before the Court of First Instance. The acts and statements of a party acting without the assistance of a legal representative in the proceedings shall be governed by the provisions of the Civil Procedure Code. 73/B (1) a.) shall be null and void, unless the party applies for permission to be represented by an attorney. An application for this purpose may be made to the Judicial Service of the County Government Office competent for the place of residence, domicile or work of the party by filling in the form provided for this purpose.

The court informs the parties that, on the basis of their joint application submitted before the expiry of the time limit for lodging an appeal, the appeal may be decided out of court.

The court of second instance shall hear the appeal out of court if the appeal concerns only the payment of interest, the payment or amount of costs, the payment of unpaid fees or costs advanced by the State, or only the preliminary enforceability, the time limit for performance, the authorisation of payment by instalments, or only the grounds of the judgment.

If the parties request a hearing, the court of appeal will hear the appeal at a hearing.

R e a s o n i n g

Based on the facts of the case, the Pécs General Court found the following facts:

Founded in 1994 and registered by the Metropolitan Court of Budapest by order No.12.Pk.60.383/1994 under No.4715, and then classified as a public benefit organisation by order No.12.Pk.60.383/1994/13, the defendant III. has been engaged in activities supporting equal opportunities for disadvantaged groups and promoting the training and employment of disadvantaged persons in the labour market since 1998.

On 26 November 2004, the defendant III. created the defendant IV., the latter was registered by the Baranya County Court under the order Pk.60.237/2004/5, under the number 1512 as a public benefit social organisation, the purpose of which is classified as: educational activities, other. He was appointed chairman of the board of trustees (name 1). Activity of the defendant IV: implementation of vocational training programmes adapted to specific needs, whereby, in addition to training, it also pursues educational objectives by means of modern teaching materials and pedagogical methods in a variety of forms.

In 2004, (name 2) (hereinafter referred to as name 2 for short) launched a call for proposals to promote the labour market and social (re)integration of young adults who have left child protection care due to age of majority or who have received aftercare and are unemployed and without qualifications. The programme is called (name 3) (short for housing, work, socialisation).

The promoter has attached a guide to the application. It stated that young adults leaving childcare have worse chances of entering the labour market than any other group, most of them have already come from at-risk families and cannot be fully compensated by the institutional system. This is another reason why a significant proportion of them leave the child protection system and the school system unskilled, and despite aftercare, their support is often insufficient. They are threatened by homelessness, unemployment, homelessness, poverty and various forms of deviance. Just over 10% of those who are looked after each year receive support for finding a home, and to avoid the negative consequences of this, at least the following factors need to be combined:
A psychological climate favourable to their development, social integration, skills, housing, personality and knowledge that can be used in the labour market.

The direct objective of the scheme is to:
a./ employing the participants in the supported project and through this developing their knowledge, skills and key competences;
b./ to provide participants with an apprenticeship level qualification;
c./ providing housing for the participants through employment - renovation of disused building(s) and construction of separate housing in them;
d./ development of the participants' social competences for independent living;
e./ improving the (further) trainability of the participants, career orientation, thus - after leaving the project - facilitating the acquisition of a state-recognised (OKJ) vocational qualification;

f./ ensure their placement after they leave the project;
g./ helping them to stay in work in the long term.

Also according to the Guidelines for Applicants, the criteria for the design and implementation of projects include that the objects to be renovated or converted during the implementation of the project may be disused buildings, but also any other object suitable for the construction of at least 10-15 separate dwellings (e.g. a boat). An agreement must be concluded between the owner of the objects and the applicants, in which the owner agrees to the renovation or conversion of the object within the framework of the project, and the implementation of the project is supported by (name 2).
According to the guidelines, there must be an agreement between the owner of the property and the applicants in which the owner agrees to provide ownership rights for all young adults (sale, gift, lease, etc. (but in the case of a transfer of ownership in rem, only taking into account the increase in value resulting from renovation or conversion - at a value below the market price), or, after the renovation or conversion of the property, to rent the completed apartments to the young adults for an indefinite period of time without notice, in return for a rent that is not market rent. One or other of these agreements must be attached to the application.
In both cases, young adults can use the young person's home ownership grant to buy or rent a property.

Applicants must also inform the young adults they wish to involve in the project of the opportunities and the rules for participation, as set out in point 6/f of the Guidelines. If the applicant is awarded the grant (name 2), the rights and obligations set out in the information notice must be set out in the agreements between the beneficiary and the young adults who will be involved in the project. This must be attached to the application.
Young adults are employed on the basis of a work contract, as specified in the call for applications. The average gross monthly wage that can be paid to participants in the project must not be higher than the current minimum wage or, in the case of part-time employment, the corresponding proportion of the minimum wage.

Also, point 6/i of the Guidelines for Applicants states that it is advisable to choose a project object where the number of housing units that can be built is greater than the number of participants in the project, i.e. where the number of separate housing units that can be built is greater than the number of participants in the project. The owner of the property has control over the additional housing.

According to point 6/j, the geographical location of the site must be such as to avoid any discrimination or segregation and accessibility must not be a problem.

And according to point 6/k, the site must be located in a place where the project leavers can find sustainable employment in a job corresponding or related to the skills acquired in the project and/or participate in training leading to a qualification recognised by the State. The project is considered successful by (name 2) if at least 60 % of the young adults participating in the project, after the completion of the renovation or conversion of the building, are enrolled in a training course and/or have a job contract, as certified by a training or adult education contract.

The Guidelines for Applicants also stipulate that technical architectural design documentation and official permits must be sent to the applicant, and that there is a 10-month period for renovation or conversion of the property, and that the apartments must be ready to move into

and the occupancy permit must be presented as proof.

According to point 7/j of the guidelines, the eligible activities are the provision of ongoing psychosocial support to young adults, mainly through non-directive methods; according to point m, the preparation and facilitation of further training and/or placement of young adults in the VET/PET sector, the follow-up of young adults in further training and/or placement, the support of their retention in the VET/PET sector, their successful participation and/or their integration into employment.

A separate chapter in the Guidelines for Applicants is dedicated to the technical assistance for social work in the project (name 3). Its components are: mental support for the young adults involved in the project during the project using social work tools in order to achieve the socialisation objective set, and follow-up after the end of the project to continue supporting the young adults and to measure the effectiveness and success of the project.
The above document details the responsibilities of the aftercare worker when the person is returned to his/her family or has started living independently. Among other things, it should help the person concerned to develop an independent lifestyle, help him/her to choose the right education, training or higher education institution or job for his/her abilities and talents, and help him/her to find a suitable place to apply for admission, and help him/her to solve his/her social problems by explaining the possibilities of support provided by the legislation, provide advice and help to the person in conflict situations, visit the person in need on a regular basis, but at least once a month, to find out about his/her circumstances and life and, finally, have the opportunity to discuss the person's problems with him/her at least once a week when he/she is visited.

Overall, the above technical guide to the Guide for Applicants states which tasks overlap. The task of the aftercare worker, which concerns housing, employment support and schooling, is solved when the young person enters the project. The day-to-day work with the young person is carried out by the project social worker (name 3), leaving the follow-up worker with a monitoring role. At the time of the follow-up, the case transfer is reversed and the social worker carries out the follow-up with the help of the follow-up worker. This does not, of course, exclude the possibility of the follow-up worker maintaining personal contact with the young adult or of the social worker doing the same during the follow-up phase.
The social worker should provide young adults with sufficient information about what is happening to them, why it is happening and how to access services that can help them to develop independent living and social integration. During the project, the social worker will act as a tutor and should therefore be able to advise the young person on almost all issues. He/she should also be familiar with the opportunities in the project area in all these fields and support the young person in managing his/her affairs. They must organise or facilitate access to mental support programmes which primarily develop the young person's personality, existing resources and socialisation deficits, especially in the areas of attachment, failure tolerance, emotional life, social relationships, partner relationships and leisure activities. The social worker's tasks include strengthening independence and, above all, self-reliance in the areas of thinking and money management. The social worker must be able to assess whether housing support and the way it is used can help the young adult to find a permanent home.
The agreement with the young adult should also include the possibility of opting out or opting out. The young person can decide to leave, while the decision to exclude is taken by the project leader, foreman, pedagogical supervisor and social worker as a group.

The defendant III and the (local) authority (name 1) still working for it at the time also wanted

to set up a project supported by the (name 3) programme. To this end, they contacted defendants I and II. The defendant III (name 4) (name 4 chairholder) submitted an application to the defendant I, which led him to request the support of the defendant I for submitting an application under the (name 3) programme before submitting the application. The general assembly of the defendant I. r. (decision number) supported the defendant III. r. (name 4) to submit an application to (name 2) under the (name 3) programme and to designate the property under (town) (parcel number) (town, name 5, house number) (town) (parcel number) for implementation in the application. It called on the (name 6) (title) of the assembly to take the necessary measures to obtain ownership of the property.

On the basis of the authorisation granted by the General Assembly in its resolution (resolution number) (16.12.12), the defendant I., by a purchase contract dated (date), purchased from (name 7) Rt. the building with a two-storey cellar with a surface area of 1876 m2, registered under the parcel number (location), (parcel number), located in (location, name 5), with the designation "factory building", used by the former mine workers, for a purchase price of 2.500.000,-Ft + VAT. The defendant I.r. (8, name) has registered the ownership of the above property in the land register.

(Name 5) was one of the largest settlements of (Name 7), which was abandoned after the mining was abandoned, and the building in Perben was used to accommodate the mine workers and other administrative staff. (Name 5) - named after Count (Name 9) - is situated in the north-eastern part of the administrative area of the town, surrounded by woods. To the east of the mine workings area are former mining dwellings owned by the defendant I.r., most of which are in a dilapidated condition, with drainage problems, and were already unoccupied at the time of the litigation project. The site is accessible by local bus service 12, which runs every two hours on weekdays from 7.00 am to 6.00 pm. People known as squatters have lived and continue to live in István-akna, largely in a situation of multiple disadvantage, and there have been and are no jobs in the area.

The defendant III. r. (name 10) (designer: name 11) agreed in 2004 that the company would prepare the construction and licensing plans. The structural specifications were prepared by (name 12) Bt. dated December 2004.

The permit plans included the construction of 45 residential apartments in three phases, with 15-15-15 residential apartments on each of the three levels (ground floor, first floor, second floor). The building was also provided with a basement, in which the fire storage for the apartments was planned, as well as a three-container storage in the courtyard. On this plan, the building would have had an attic level with a high roof. The works of the first phase are described in the architect's drawings and specifications above, as well as the structural design and structural analysis of December 2004. By decision of the Town Clerk of the Town of (2), dated 10 February 2005, numbered (serial number), the Town Clerk of (2) granted planning permission for the construction of an apartment building on land at (1), (parcel number), by converting and extending the existing building.

On February 17, 2005, (name 2) and defendant III signed a deed of grant agreement. Under point 1 of that agreement, defendant III submitted an application to (name 2) for a grant for projects to promote the reintegration into the labour market and society of unemployed young adults who have left childcare and are in aftercare and are unemployed. At its meeting of 19 October 2004, the Board of Trustees of (name 2) decided to award the defendant No III 'Let's Build' a grant of HUF 33 million, to be paid from the (name 14), for the implementation of the

project described in the application.

Clause 3 of the contract states that "The beneficiary, by signing this contract, undertakes irrevocably to fulfil the following obligations:
a./ to implement the project, 1 project manager, 1 economic manager, 1 social educator, 1 mentor, 1 foreman and 1 master craftsman;
b./ part-time employment of 15 young adults aged 18-25 in aftercare or aftercare with a 10-month employment contract, as specified in Annex 2 of the contract, in the framework of the employment sub-project;
c./ the provision of a total of 15 young adult "construction worker" traineeships, as specified in Annex 2 to this contract;
d./ to create a total of 15 separate apartments through the partial renovation and conversion of one disused building,
e./ to achieve a completion rate of 2% by the last day of the second month of project implementation, 30% by the last day of the sixth month, 50% by the last day of the eighth month and 100% by the last day of the 12th month of project implementation,
f./ to provide housing for at least 15 persons after the completion of the renovation and conversion of the property;
g./ facilitating the enrolment and/or employment of at least 9 persons with a state-recognised qualification (OKJ) in training after the completion of the renovation and conversion of the site,
h./ monitoring of the 15 persons named in Annex 2 to this contract for at least 6 months after the completion of the renovation and conversion of the site;
i./ conclude an agreement with the young people involved in the project, setting out the rights and obligations of the young adults involved in the project.
Defendant III undertook to prepare a development plan together with the project participants, after having explored the life situation, individual abilities, needs and circumstances of the project participants, on the basis of which they would conclude a cooperation agreement. The defendant III. undertook to prepare monthly reports on the follow-up of the project participants for at least six months and to send them to (name 2).
Pursuant to clause 14/B of the contract, the defendant (defendant I) offers as security the property (parcel number) located at (locality, name 5), which he owns in the ratio of 1/1.

By a written contract dated 1 April 2005, Defendants III and IV agreed that Defendant III, as the transferor, would establish Defendant IV as its "quasi successor" to perform more efficiently and effectively the functions that were becoming increasingly important in its field of activity. According to the agreement, the transferor transfers to the transferee, i.e. defendant IV, the management of the programmes started by defendant III and the programmes which have been positively assessed but not yet started, and transfers to the transferee, i.e. defendant IV, the necessary means and human resources to carry out the tasks. Clause 2./ reads as follows: 'The parties declare, in view of the above, that they wish to cooperate in order to ensure that the transferee, free of charge, will facilitate the successful implementation of the programmes of the tenders set out in the Annex to Clause 1./ of the contract, by taking over the tasks arising from the programmes, acting in the interest of and on behalf of the transferor. According to point 3./, the contract shall take effect from 1 April 2005 and shall terminate upon the full completion of the above-mentioned tendering programmes. The funds and assets transferred will be accounted for by the transferee to the transferor at the end of the contract. This included the litigation project under the contract signed by (name 2) and the defendant III.

In April 2005, defendants III and IV and defendant I signed a deed of mortgage agreement, according to which, as security for the grant, a mortgage was established on the property at

(place), (parcel number), in favour of (name 2) for the amount of 33,500,000.00 HUF and its contributions, wherein it was stated that the beneficiary was defendant III.

Prior to the foregoing, on December 17, 2004, the former mayor of defendant I (name 6) and (name 1), then still as the "program manager" of defendant III, agreed in writing to lease the apartments to be provided by defendant I for the program (name 2), after the renovation, to the program participants for an indefinite period of time at a non-market rent, with the right to designate the tenant being transferred to the Foundation.

The defendant III, although it had already transferred its activities in this respect to the defendant IV on the basis of the contract of April 2005, signed a contract of engagement with the company (name 15) Ltd, in which it ordered the execution of the building work for the construction of 15 apartments on the basis of the ground floor plan of the building (locality), (name 5) (number of house), (number of house), on the basis of the technical content of the price offer mutually agreed by the parties. According to point 4 of the contract, the date of delivery of the works for the start of construction is 6 June 2005 and the date of completion is 1 August 2006, for a gross contractor's fee of HUF 10 209 480.
The defendant III also agreed in a written contract of 13 July 2005 with the (name 16) Ltd. to carry out the investment works for the construction of 15 dwellings within the first phase of the project for a gross contractor's fee of 25,724,480 HUF. According to the contract, the start date of the construction work is 18 July 2005, which is also the date of handover of the work area, and the deadline for acceptance is 7 December 2005.

Ltd (name 16) carried out painting, tiling, carpentry, plumbing, drainage, electrical installation and roof insulation works, while Ltd (name 15) carried out formwork and masonry works, prefabricated structures and on-site concrete and reinforced concrete structures. In addition to the foregoing, (Name 17) Ltd. also performed work on the subject premises without a written contractor's agreement, but paid (Name 13) Ltd. for design, permitting, demolition, construction, and for its technical management, gasoline, compressor rental, electricity charges, and disconnection, based on invoices issued to it by Defendant IV.

In addition to the aforementioned company, the invoices issued to (name 16) Ltd. and (name 15) Ltd. were also paid by the defendant IV.

As a result of the selection process, Respondent II informed a number of young adults in aftercare about the opportunities in the (name 3) program. The plaintiff was contacted by a social worker (name 18) on behalf of defendant II. In addition to what was stated in the call for applications, the prospective residents, including the applicant, were offered the opportunity to participate in the construction of not only the first but also the second programme in return for a wage. In the end, 150 young adults were selected to participate in the project, 29 in total for both phases.

The applicant, born in 1985, of Roma origin, graduated from 8 primary school classes and grew up in state care from an early age.He was released from a young offenders' institution in September 2004, where he served a prison sentence for manslaughter, and reached his majority there. The applicant and the young adults who moved into each of the apartments in the first phase were involved in the demolition work and other building work, providing labour.

On March 21, 2005, the plaintiff signed a deed of agreement with defendant III, pursuant to which defendant III agreed to provide the plaintiff with the following under the (name 3)

program:
a./ After the completion of the programme, it will provide rental accommodation in one of the 15 apartments to be constructed by 31 December 2005. The allocation of the apartments to the participants will be made by drawing lots in September 2005.
b./ Provides for the acquisition of qualifications as a construction worker on the basis of a training contract.
c./ By concluding an employment contract, you will enable the programme to provide regular income-earning activities during the programme period.
d./ Ensure the opportunity to participate in the forum where the evaluation of his/her work is assessed.
e./ Provides the opportunity to raise problems and complaints with the help of a mentor or social worker participating in the programme.

The applicant agreed to the above in exchange for:
a./ Contribute 1.000.000,-Ft from the housing subsidy to the successful completion of the programme, which amount shall be made available no later than May 2005,
b./ conclude a training and employment contract with defendant III,
c./ actively participate in the mental support programme,
d./ actively participates in the implementation of the individual development plan with the designated social worker.

Following the foregoing, the applicant also concluded an adult education contract with defendant III on 1 March 2005 under the Adult Education Act 2001 (as set out in the contract). Defendant III undertook to provide the training venues and instructors, the necessary teaching aids and visual aids, organise the examinations, ensure the issue and certification of certificates, keep records and file the documents. In return for this, the applicant undertook to participate actively in the learning of the training requirements, to obtain all documents and certificates, to cover the costs of these and to appear at the examinations prepared.

The training was called Construction Worker and lasted 5 months, from 1 March to 21 July 2005. Performance was monitored and assessed by a "milestone exam" and a "professional exam". The qualification was called 'construction worker', but not 'construction worker'. The type of certificate to be obtained was an educational centre certificate.
According to clause 8 of the agreement, the training, including the examination fee and the obligation to pay for notes, amounted to HUF 236,870, of which the Labour Centre paid HUF 118,435, while the defendant III. paid the remaining amount.

On 29 June 2005, the applicant took his examinations, and a mark sheet was produced, in which the name of the training institution was given as III. The applicant obtained a medium mark in both theory and practical work. The defendant III also issued a certificate stating that the applicant had obtained a qualification as a construction worker.

The plaintiff and defendant III also signed an employment contract on 1 March 2005, according to which defendant III employed the plaintiff as a construction worker, as a trained worker, for a fixed term of 4 hours per day from 1 March 2005 to 31 December 2005 for a gross monthly basic wage of 28,500 HUF, of which the plaintiff received a net amount of 24,000 HUF per month.

According to the invoices, the renovation of the building in the first phase of 15 apartments cost 39.429.799,-Ft including VAT to the companies carrying out the works.

The following works have not been carried out in the first tranche compared to those in the authorisation plan:

- basement waterproofing;
- building a leakage system around the basement wall;
- facade plastering works;
- terranova skirting plaster;
- the creation of an acoustic floating layer;
- insulation of the facade;
- tinsmithing works;
- construction of a yard waste storage;

Instead of a high roof, the existing flat roof was waterproofed, but the masonry fuel storage rooms in the basement were not built.

In 2005, the average gross price per square metre of newly built condominiums was 160.000,-Ft, so the gross price for 15 residential units would have been 100.676.800,-Ft, while for 15 storage units 4.500.000,-Ft, for a total of 105.176.800,-Ft, which would have allowed for a first class quality construction of 15 condominiums using modern building materials. As the building in the case at issue was to be converted, it already had existing structural elements, compared with the construction of a new building, the latter existing structures costing 45 % of the cost of construction. The other existing structural elements, mainly external TL boundaries, did not have to be newly constructed, so the investment cost 45 % less. Thus, the basic areas completed in the first phase could have been rebuilt at a net unit cost of 88.000,-Ft. On this basis, the construction of the 15 residential units on the ground floor as planned for the first phase would have required 629.23 m x 88,000.-Ft = 55,372,240.-Ft gross. To this must be added the installation cost of the heating store, also at 55 % (4,500,000.-Ft x 0.55 = 2,480,000.-Ft), giving a total gross cost of 57,847,240.-Ft.

The actual gross cost of 39.429.799,-Ft and the value of the own work carried out during the demolition resulted in a workmanship that was mostly incomplete and to a lesser extent of slightly lower quality, overall Class II. The amount actually paid for the reconstruction and the value of the work carried out by the beneficiaries, which could be in the order of 2-2.500.000,-Ft, is more than 72 % of the 57.847.240,-Ft needed to carry out a reconstruction of adequate quality.
Each apartment has a bedroom, a kitchenette, a bathroom and a toilet, and a small fireplace for wood-burning. The apartments are also equipped with some technical appliances, such as a microwave oven and a stove.

In addition to the works not carried out in relation to the authorisation plan, the main shortcomings in the construction are:

- the casing of the new windows is installed in a thermally slow way, without PUR foam but with concrete underlay;
- the reinforced concrete structures and masonry structures were not assembled without cracks, and did not form crack-free joints.

These deficiencies could have been partially corrected either during construction, on request of the technical inspector, or afterwards under warranty repairs. The time spent on this was estimated at 1.5 to 2 months. Of the above deficiencies, the most significant work effort was required to solve the insulation of the basement, the construction of the fire storage tanks as required and the plastering of the façade.

The building was insulated under the walls at the time of its original construction, and the main basement walls were also insulated on the outside. It was technically justified to insulate under the floors in earlier times, but this can no longer be established in this case.
In the first phase of the retrofit, no insulation or drainage system was subsequently installed from the insulation under the new ground floor walls to the basement walls, neither in the first nor in the second phase. However, the roof slab was re-insulated with a layer of heavy board, as indicated in the construction logbook, and this was included in the quotation of (name 16) Ltd.

Later on, the building and the basement became waterlogged, damp and mouldy. The waterlogging of the cellar and the increase in the level of waterlogging were also caused by the fact that the mine had stopped pumping water continuously and constantly years earlier, and in the absence of this, the ground water in the cellar had increased as a matter of course, causing the walls to become damp. Sometimes, water up to 60-70 cm high was rising in the cellar, which was already visible in the basement during the planning period.
Waterproofing is not installed under the floor level of the ground floor apartments, only under the interior walls and under the opening cladding of the exterior walls. During the period of the building's original function, i.e. the mine drainage, a pump was installed in the basement at the shaft joints, which regularly pumped out the accumulated water to prevent it from rising above the floor level. Currently, the basement still has the two manhole-type sump pumps that were originally constructed, which contain clean water about 20 cm below the floor level. In order to allow water to drain into the manhole berms, a side opening has been partially constructed in the side of the manhole berm and a surface drain has been constructed in the concrete floor area. The exterior side walls of the basement are currently heavily damp on the interior surface of the basement, and in some sections of the surface have also been coated with a heavy, cementitious, repair-type waterproofing plaster. Some of the plaster on the basement side walls has crumbled away, but most of it is still in its original position. The side wall plaster was not repaired or replaced during the renovation. No external leakage layer insulation has been installed around the building.

The applicant and the other tenants selected for the apartments were allowed to move into their properties in mid-December 2005. On 14 December 2005, the applicant signed a tenancy agreement with the defendant I. The subject of the tenancy was a property of 25.19 m2 on the ground floor of the property at (location) (name and number of building 5), door number 5, comprising a living room, hall, cooking area, bathroom and toilet. The tenancy agreement was for a fixed term until 31 December 2010 and there was no rent due until 31 December 2006. The flat was classified as a comfortable flat. The lease contract was accompanied by an annex on the rights and obligations of the landlord and the tenant. In other respects, the defendant I.r. continued to define the above-mentioned individual apartments as rent-free on the basis of the municipal ordinances it had adopted.

The applicant had no income, and a local bus service to István-akna from the customs terminal at (name) ran and runs very infrequently. The plaintiff was unable to buy winter fuel due to lack of income, but the defendant IV. wanted to provide him and the other residents with the possibility to use the (name) barracks, which was (name) in the (locality), newly rented by him at the time.(name), located at least 15 km from (name 5) and at best accessible by two local buses - could transport the poplars felled or to be felled for fuel purposes. However, the applicant had no means of transport, no tools and no money. The plaintiff (name 18) tried several times to find work, without success, and finally left the property in March 2006, and has not moved back since.

Since then, the second phase of the programme (name 3) has been completed, the next floor above ground level has been renovated and additional residents moved in, making a total of 29 apartments and an office for social workers. Defendant II ensured the presence of a social worker in István-akná for one year.
Over the years, not only the applicant, but also several tenants have left the property due to harassment from previous tenants, lack of money, the state of the property, very difficult transport and lack of nearby employment opportunities. The building has been completely destroyed by unidentified persons, partly while the residents were still inside and partly after they left. All the apartments on the ground floor of Phase I are empty, unoccupied and uninhabitable, completely demolished and looted. Only two of the first floor apartments in Phase II are occupied, but they have no electricity or water. On the ground floor, all the doors and windows have been dismantled, the mechanical equipment, electrical fittings, built-in furniture and the warm floor coverings have been removed. In some apartments, the partition walls were also demolished. Only the cold floor tiles and the tiles on the walls of the rooms were left, but some of them were also damaged by the dismantling of the wiring. The chimneys have also had the lining pipes removed up to the roof slab, so the building is leaking at these points. The banisters have been removed from the stairs, and only the door frames are still in place at the main entrance, with the door leaves missing. There are no windows in the corridors. The last two occupants on the ground floor had previously walled off the corridor to protect their apartments, entering the building at the window at the end of the corridor, but the masonry in the corridor has been demolished. The building is currently leaking at several points in the openings where the windows were demolished, with damp walls in several areas and mould growth, particularly on the internal walls at the corners of the rooms.

A person of intellectual capacity and intellectual ability appropriate to the age, education and socio-economic status of the applicant. At present, the whole of his personality is narrower, along which a very strong attitude of responsibility is outlined. He finds it difficult to cope with personal failures and unfulfilled desires, blames others for them and looks to others to solve his problems. There is a certain irresponsibility and recklessness about him. He is highly volatile and impressionable, and his behaviour often violates social norms. He has a borderline personality disorder symptom complex, which manifests itself in strong ambivalence, maladjustment and maladjustment, sensitive-paranoid attitudes and emotional explosiveness. There is also an underlying sense of hopelessness, but this is accompanied by a coping attitude, a more limited personality at the moment, low psychic energy levels and a feeling of psychological fatigue. Due to the nature of the personality and the personality structure, the possible feelings of insecurity and hopelessness in his life had a particularly detrimental effect on his already unstable emotional and psychological state. This, however, did not manifest itself in mental illness or psychological impairment, but a marked deepening of existing psychological problems could be expected. She does not show symptoms of psychiatric illness, but has a psychosomatisation tendency, i.e. she may experience her tensions in the form of physical symptoms, which may play an indirect role in her gastric symptoms, but there is no direct causal link with the otherwise confirmed reflux disease (GERD). The applicant's personality disorder is a consequence of an early socialisation disorder. The possible correction of the personality disorder could be attempted by means of a long rehabilitation approach of socio- and psychotherapeutic means and treatment, but at present there is no motivational background on the part of the plaintiff and the personality conditions are not very favourable.

By his application (lodged on 13 July 2010 by his legal representative No 2), the applicant seeks a declaration that the defendants have infringed his right to equal treatment and, in that

connection, his right to human dignity, his right to rest, his right to physical integrity, his right to health and his right to social security. In this causal connection, he also sought compensation for the damage caused to the applicant, the amount of which he summarised in paragraph 3 of page 2 of Protocol No 12. On the one hand, he claimed HUF 5,000,000 as compensation for non-material damage. He also claimed pecuniary damages, as follows: since the applicant had received a home-construction grant of HUF 1,000,000, which he had paid for the construction work, he claimed damages of HUF 995,000 from the above amount as compensation for the failure to pay this sum. In addition, he also sought an order that the defendants pay him HUF 950,000.00 for 10 months of work on the construction site, which is the amount of his fee. He also claimed HUF 384,000.00 on the grounds that if he had not moved into the property in the dispute, he would have been entitled to a home-ownership grant of HUF 24,000.00 per month for a further 16 months.

The defendants have asked for the action to be dismissed.

The action is brought in **part w e l l – f o u n d e d.**

The court examined the facts of the case through the personal testimony of the plaintiff, (Witness 1), (Witness 2), (Witness 3), (Witness 4), (Witness 5), (Witness 6), (Witness 7), (Witness 8), (Witness 9), (Expert 1) forensic architect, (Expert 2) forensic medical examiner, (3. (3) expert forensic psychiatrist, and (4) expert forensic psychologist, as well as the documents submitted by the parties to the proceedings and obtained by the court, subject to paragraph 206 (1) of the Civil Procedure Code.

Following the plaintiffs' application, the court examined whether the plaintiffs' rights of any person described in the application had been infringed by the defendants' conduct. In order to establish and justify this, the court considered that it was necessary to set out in detail the circumstances and contractual terms which record the condition of the property assigned to the (name 3) project before and after construction, and the content of the legal relationship between the plaintiff and the defendants.

At the time of the announcement, evaluation and implementation of the application for the (name 3) programme in the lawsuit, the following provisions were in force (1) Pursuant to Article 70/A of Act XX of 1949 on the Constitution of the Republic of Hungary, the Republic of Hungary shall guarantee to all persons residing within its territory the human and civil rights of citizenship without distinction of any kind, such as race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth or other status.
Under subsection (2), any discrimination against a person within the meaning of subsection (1) shall be punishable by law.
Paragraph (3) stipulates that the Republic of Hungary shall also promote the realisation of equal rights by measures aimed at eliminating inequalities of opportunity.

And according to Article 75 (1) of Act IV of 1959 on the Civil Code (hereinafter: Civil Code), everyone is obliged to respect the rights of the person. These rights are protected by law. According to Article 76, violations of personal rights include, in particular, violations of the requirement of equal treatment, violation of freedom of conscience and unlawful restriction of personal freedom, violation of physical integrity, health, honour and human dignity.

The call for proposals launched by (name 2), the (name 3) programme itself, set a noble goal, putting the integration of disadvantaged young people into society on a new footing, as the

abbreviation of the programme housing, work, socialisation suggests. The programme has helped a group of young adults who were or would have been difficult to integrate into society to obtain adequate housing, work, support and, in short, social integration.

Neither of the parties to the proceedings disputed that both phases of the (name 3) programme in (locality) (name 5) had in fact failed, including in the case of the applicant. In sum, the applicant did not benefit from the programme in the way that the promoter intended.

The court took as a starting point the guidelines attached to the application of (name 2) and the deed of 17 February 2005 entitled "Grant Agreement" between (name 2) and defendant III, and took into account the fact that on 1 April 2005, the defendant III and IV transferred the functions of defendant III to the newly created defendant IV as "quasi successor".

The direct objective of the aid scheme as set out in the tender guidelines (points (a) to (g) of paragraph 2 of page 3 of the operative part of the judgment) and points (a) to (i) of the contract of 17 February 2005 were the subject of the Court's examination and, in addition to the foregoing, the Court had to take into account the agreement of 21 March 2005 between the applicant and defendant III, points (a) to (e) of the agreement, which were set out as obligations of defendant III, and points (a) to (d) of the applicant's undertaking.
It was necessary to compare all of these because, although the applicant had a written contractual relationship with defendant III through the above contract, and that contract was much more restrictive than the tender conditions, it was clear that the contract between defendant III and defendant IV was not valid. The 'quasi-succession' contract between Defendant III and Defendant IV had an effect on it, Defendant IV continued to operate as the successor to Defendant III, the tender, the tender conditions and the above contracts were built on the same framework, pointing in the same direction. The contract between the applicant and the defendant III r. was the end point, which should have been the proper implementation of the whole project by complying with the terms of the contract. The court therefore combed through them one by one to see what and to what extent they had been implemented.

The aid scheme is in breach of points 3.2(a) and (b), in part point (c), (b), (c), in part point (d) and (g) of the agreement between the applicant and the defendant (name 2) and (r) III. defendant of 21 March 2005 provided for the applicant's participation in the construction of the István Akna project in the subsidised project.

The claimant was to be given a skilled level qualification called "construction worker". The fact that the applicant was not to be provided with so-called 'OKJ' training is not stated in any of the documents, so that the applicant's assertion in that regard is incorrect or was misinformed orally. In this respect, therefore, the applicant has not suffered, and could not have suffered, any loss. Nor does the contract which the applicant signed with the defendant III contain any provision to the contrary.
However, here the court notes that the term construction worker is a broad definition, covering all persons engaged in any activity in the construction industry at any level. It is reasonable that the claimant and his colleagues could not have obtained a vocational certificate in less than a year, nor was there any schooling involved. Although Defendants III and IV issued certificates to that effect, there was no evidence in the case that would have indicated that they had received regular schooling or that they had been given the authority to issue certificates for the training of any workers. The document provided to the plaintiff merely stated that he had worked on a construction site for several months.
The applicant did not therefore become a skilled construction worker. In fact, skilled

construction work is defined in point 2(b) of Government Decree No 191/2009 (IX. 15.) on construction work, when it states that skilled construction work is construction and assembly work that can be carried out by a qualified person on the basis of a legal provision. And construction-assembly work is, according to point (c) of the same place of legislation, specialised work for the purpose of carrying out construction activities. The defendant III.r. is not a member of a vocational training institution as defined in Article 2 of Act LXXVI of 1993 on Vocational Training, which was in force at the time of the above legal relationship, nor was it entitled to grant the qualifications of the National Training Register (hereinafter 'OKJ') referred to in paragraph 3 of the above legislation. However, it is undisputed that the applicant had contributed to the construction of the small apartment which was to become his home. This can only be regarded by the court as ancillary building work.

Notwithstanding the foregoing, both the applicant and the defendant III complied with the terms of the "agreement" between them and the employment contract. The applicant was also remunerated for the work performed.
The plaintiff and the residents of the building (name 5), who were also young people from disadvantaged backgrounds, may have misunderstood that clause 3/g of the contract between (name 2) and defendant III also stated - which they were probably informed about - that after the completion of the renovation and conversion of the building, at least nine persons would be given state-recognised qualifications and be enrolled in a vocational training course, but that the participation in the construction work itself did not entail the training in a vocational training course.

Furthermore, the stipulation in the tender guidelines and in the contract between (name 2) and the defendant III. that after the renovation and conversion of the property, the owner of the property would rent the completed apartments to young adults - including the plaintiff - for a non-market rent without a fixed term of notice, and the housing subsidy could be used to maintain the rental relationship, was fulfilled. It was therefore not a question of acquiring ownership; the applicant and his companions had concluded a tenancy agreement with the defendant I. It is irrelevant in this context that they assumed otherwise, as they all signed tenancy agreements that were not ultimately in dispute. And the housing allowance could be used for this purpose.

Pursuant to Government Decree 149/1997 (IX. 10.) **on** Guardianship Authorities and Child Protection and Guardianship Procedures, the applicant paid the HUF 1 million of the home creation allowance through the guardianship office, thus fulfilling its obligation to contribute, and also complied with the provisions of paragraph 78 (4) of the above legislation.

The applicant claimed that the building, which was also used to house young adults, including the applicant, did not meet the basic requirements for housing. For this reason, the court, at the request of the plaintiff, appointed a forensic architect and engineering expert (Expert 1), whose expert opinion was free of any breach of the provisions of the Civil Code. 182 (3), was accepted by both the court and the parties to the proceedings, and a judgment could be based on it.

The defendant III. r. actually spent a gross amount of HUF 39,429,799.00 on the basis of the contractor agreements concluded by the defendant (name 15) Ltd., (name 16) Ltd. and (name 17) Ltd., to which the demolition work carried out by the plaintiff and his partners in the amount of HUF 2-2,500,000.00 was added. The forensic expert worked out that the total construction cost should have been HUF 57,847,240 gross if the works in the permit design documentation had been carried out properly, so that the work actually cost and paid for was 72% of this.

On the basis of the expert opinion, the court found that, in addition to the fact that a number of works included in the permit plan had not been carried out, which in the opinion of the court and according to the general experience of life would have been necessary for a habitable building, housing.
These works, according to the undisputed expert opinion, were the waterproofing of the basement, the construction of the leakage system, the plastering of the façade around the basement wall, the plastering of the Terranova plinth, the acoustic floating layer, the insulation of the façade, the tin works, the construction of the yard waste storage, the construction of the fuel storage rooms were missing in Phase I.

The latter were important in the basement because wood-burning fireplaces were installed in some of the apartments, so the fuel had to be stored in any case, in the absence of gas heating. Reasonably, if the basement is not waterproofed, there is also no leakage system around the basement wall, no plastering of the façade, no acoustic floating layer, no insulation of the façade, no tin work, and obviously waterlogging, mould, insufficient insulation, unheated, thermal bridging. In addition, the lack of tinsmithing means that rainwater runs down the walls unhindered, and it is not possible to store or remove rubbish in the future.

In addition to the work not carried out in accordance with the approval plan, the main deficiencies, according to the expert opinion, were that the frame of the new windows was installed in a thermally slow manner - according to the court, this is completely unique and unacceptable for today's technology, in a sloppy manner - without PUR foam, only by means of concrete underlay, the reinforced concrete structures and the masonry structures were not assembled without cracks, the crack-free joints were not formed. These deficiencies could have been corrected during construction, at the request of the technical inspector, or afterwards, as part of warranty repairs, but they were not.

The expert gave reasons as to which works would have required the most time, and also argued that it was technically justified in the past to insulate under floors, but that this was no longer the case. During the Phase I rebuild, the insulation under the new ground floor walls was not subsequently used to provide any insulation or drainage to the basement walls, either in Phase I or Phase II, but the roof slab was re-insulated with a layer of heavy board as described in the construction logbook and included in the quotation of (name 16) Ltd.

As was to be expected from general experience and common sense, the building and the basement started to suffer from waterlogging, damp and mould. The extent of this was increased by the fact that the mine had stopped pumping water continuously and constantly years earlier, and the ground water in the cellar had naturally risen and dampened the walls. In several cases, the water in the cellar rose to 60-70 cm. This was already visible at the planning stage. However, no waterproofing was installed below the floor level of the ground floor apartments, only under the interior walls and under the opening cladding of the exterior walls.

According to the expert, the works were Class II in their entirety. According to the court, this classification would have been tolerable if the deficiencies had been partly remedied and partly corrected, but this was not the case. Reasonably, the builder, i.e. the defendant III, should have been responsible, but the defendant I, as owner, as landlord, could have demanded that the contractor do the work properly.
The defendant I. did not deny that he had not maintained the property after the construction until today, although the Civil Code. 424 (1), 427 (1), 7 (1), (2) and 10 of the Act on Certain

Rules for the Lease and Disposal of Dwellings and Premises (hereinafter referred to as the Housing Act).

It follows from the foregoing that the plaintiff was placed in an apartment of inadequate quality, of poor quality of construction and environment, his "normal" housing was not ensured, and the apartment was not suitable for a longer human stay, taking into account the average quality of construction, habits and living conditions of today.

In point 6/j) of the guidelines for the call for tenders issued by the aforementioned (name 2), it was stated that the geographical location of the site to be selected must be such as to avoid any discrimination or segregation and that access to it must not be problematic. Point 6/k) stipulates that the site must be located in a place where the project leavers can find sustainable employment in a job corresponding or related to the skills acquired in the project and/or in a training course providing a qualification recognised by the State. The project is considered successful under this point (name 2) if at least 60 % of the young adults participating in it, after the completion of the renovation or conversion of the object, take part in training in the OKJ, as evidenced by a training or adult education contract, and/or find employment as evidenced by a work contract.

Nor did the defendants dispute - and the witnesses interviewed, who lived in the same building as the plaintiff, confirmed this in their testimony - that the property (locality) chosen by defendants I.r. and III.r. is located in one of the most disadvantaged - if not the most disadvantaged - areas of the city. It is well known that the István-akna was one of the largest settlements of the (name 7), which was abandoned after the mining industry ceased, and that the building at issue in the case was used to house the mine workers and other administrative staff. (name 5), which was named after Count (name 9), is situated in the north-eastern part of the administrative area of the town (locality), in an area surrounded by woodland. To the east of the mine workings are former mining dwellings owned by the defendant I.r., most of which are in a dilapidated condition, with drainage problems, and were already unoccupied at the time of the project in the lawsuit. The site is accessible by local bus No. 12, which runs only every two hours on weekdays from 7:00 a.m. to 6:00 p.m., preceded by two more frequent bus services, according to the website of the (name 20) Zrt.

It follows that point 6/k) of the guidelines could not have been implemented in the first place, as it is almost impossible to commute to work from the area of the lawsuit in such conditions without a car.

The only conclusion that can be drawn from all this is that the property involved in the project at issue in the lawsuit was itself in a segregated location, yet the 1st Defendant recommended it to the 3rd Defendant for selection, and the 3rd Defendant himself preferred it. So much so that the 1st defendant sought to do so that he purchased the property not owned by him from the (Name 7) Ltd. for the purpose of the project, for that purpose only.

In addition to the foregoing (Witness 9), the former director of Respondent II in 2005 stated in his testimony (Minutes No. 29, pp. 8, 9 and 10) that 2 x 15 young adults were selected from 150 to participate in the program. The witness said that the socialisation of the young people was not adequate at that time, that they had several run-ins with the law, that they were not independent and that they had not received help on several occasions. They simply did not know the community rules. The explicit aim was to send young people who were not properly socialised. The applicant was one of them, as he had been released from prison immediately

before entering the programme after serving a long prison sentence.

In addition, the applicant had no income when he moved in (December 2005), he did not have a job, and he had difficulty using public transport due to a lack of financial means. As there was a wood-burning heating facility, the applicant and his companions had to buy fuel for the winter - December 2005 ! They were not allowed to collect wood from the surrounding forests, but the defendant IV offered to harvest and fire the designated trees in the area of the former (name) - barracks between the road ('name of road A') and the road ('name of road B'). However, adequate logging equipment, means of transport, tools and money were also not available. Those involved in the project were not looked upon favourably by the residents of the (name 5), who were constantly harassed, including the plaintiff. Finally, after a few months, the claimant moved out of the rented flat.

Pursuant to Paragraph 7 (1) of Act CXXV of 2003 on Equal Treatment and the Promotion of Equal Opportunities (hereinafter: Ebtv.), direct discrimination, indirect discrimination, harassment, unlawful segregation, retaliation and instructions to do so constitute a violation of the requirement of equal treatment, in particular as defined in Chapter III.
Paragraph (2) states that, unless otherwise provided by this Act, any conduct, measure, condition, omission, instruction or practice (hereinafter together referred to as "provision") does not infringe the requirement of equal treatment,
(a) which affects a fundamental right of the aggrieved party in order to give effect to another fundamental right
in unavoidable cases, provided that the restriction is appropriate to the purpose, and proportional to,
(b) which, in cases not covered by point (a), has an objective assessment of the
there is a reasonable ground directly related to the legal relationship.

According to Paragraph 9(1) of the Equal Treatment Act, indirect discrimination is deemed to be a provision which does not constitute direct discrimination and which appears to meet the requirement of equal treatment, if it places certain persons or groups of persons with the characteristics defined in Paragraph 8 in a significantly more disadvantageous position than that in which another person or group in a comparable position was or is or would be in.

According to Paragraph 9 (2) of the Ebtv., a provision which, on the basis of the characteristics defined in Section 8, distinguishes certain persons or a group of persons from persons or a group of persons in a comparable situation to them, without being expressly permitted by law, constitutes unlawful segregation.

According to paragraph 11(1) of the above mentioned legislation, a provision aimed at eliminating unequal treatment based on an objective assessment of an explicitly designated social group does not constitute a breach of the requirement of equal treatment if it
a) a law or a Government Decree issued on the basis of a law, or
is based on a collective agreement and is for a fixed term or until a fixed condition is met is about, or
b) the election of the party's administrative and representative body, and the election of the party's
when standing as a candidate in the elections provided for in the law on the procedure, the party
as provided for in its statutes.
Paragraph 2 provides that the provision set out in paragraph 1 shall not infringe a fundamental

right, shall not confer an unconditional advantage and shall not preclude the consideration of individual criteria.

Pursuant to Paragraph 26(1) of the Equal Treatment Ordinance, it is a violation of the requirement of equal treatment in particular to treat certain persons according to the characteristics defined in Section 8.

(a) discriminate, directly or indirectly, against the public housing assistance, or by providing municipal subsidies, discounts or interest rate subsidies in relation to,
(b) discriminate against publicly or municipally owned housing and construction when determining the conditions for the sale or lease of land.

According to paragraph (3), the determination of the conditions of access to housing shall not be aimed at artificially segregating groups in a municipality or part of a municipality according to the characteristics defined in paragraph 8, not on the basis of a voluntary decision of the group.

Following the assessment of the evidence obtained in the proceedings under Paragraph 206 (1) of the Civil Code, the court concluded that the plaintiff had been discriminated against and unlawfully segregated. He had been provided with accommodation in a place where he had no chance of integration into society, using his own housing allowance. The project itself was designed to integrate the applicant into society, but the facts point in the opposite direction. In I., III and IV. The defendants chose a property for this purpose which was inherently segregated, one of the most, if not the most, inaccessible places in the town (locality), bus services are very rare, and the building itself was, according to the forensic expert opinion obtained, hardly suitable for human habitation, and the plaintiff was placed in a micro-environment - also with unsocialised neighbours, quasi-roommates, unemployment and the cumulative disadvantage of the residents of the area - which, rather than developing his own poorly socialised personality, had a negative impact on him. Witnesses from the residents who moved in with the plaintiff said that the environment around them in István-akná was not calm and welcoming, which was also an obstacle to integration.

In a way incomprehensible to the court, the legal representative of defendant IV and the former director of defendant II presented that the most unsocialised young people had to be the ones to be excluded from the house. And according to the rules of common sense and logic, a person who has not previously acquired the forms of social integration, completely abandoned, or placed in a community of people with the same characteristics in this circle, will no longer learn the basic social expectations and conventions, in fact, he will generate dangerous, counterproductive effects both for the micro and macro environment and for himself, as in the case of the applicant, who, after a few weeks, gave up trying and chose a way of life from which it is impossible or very difficult to return without outside help. The claimant was not provided with appropriate life-style examples.

Despite the noble aim, a process has been set in motion that is contrary to the noble aim, which corresponds to the unlawful segregation provided for in paragraph 10 (2) of the Ebktv, which is a sui generis form of discrimination. This segregation in itself constitutes a disadvantage, a violation of human dignity - but since the special violation of the right to personality, i.e. discrimination, has been achieved, there is no place for a finding of such a violation -, the Civil Code (Ptk. 76 of the Civil Code. The discrimination resulting from the unlawful segregation was not merely the result of active conduct, i.e. the applicant's moving to the István-Kakna, but

was also the result of a failure to take action to eliminate segregation, which resulted in the maintenance of the segregation situation already established.

The defendants have not done everything possible to remedy the above problems. Defendant II provided the background of a social worker, which was not disputed by the plaintiff, since the employee of defendant II tried to find a job for the plaintiff, according to the plaintiff's personal statement, he visited several places with him, but due to the circumstances - travel difficulties, advance payment of travel expenses, unheated, poor housing - this could not be achieved. Moreover, the applicant's conduct may have contributed to the fact that the defendant II was unable to fulfil its obligation to provide aftercare, since it left the property voluntarily. The defendant II had no power to award the home-ownership grant, which could be allocated by the (21.name) on the basis of the legislation already cited.

However, the defendant in the second instance also contributed to the segregation of the plaintiff in the view of the court, since it had full information about the plaintiff, his care and his background and it was foreseeable, even before the project started and during its duration, that the plaintiff would be unable to integrate properly into society under the conditions provided for him. Thus, the conduct of the defendant in the second instance may have contributed to the violation of the applicant's right to privacy.

The defendants, individually and collectively, contributed to the applicant's situation in relation to the project, since they were responsible for the choice of the property, for the control of the construction or failure to control it, and for the lack of maintenance, for the reasons set out above.

Paragraph 70/B (1) of the Constitution states that in the Republic of Hungary everyone has the right to work, to free choice of work and occupation. According to paragraph (4) relied on by the applicant, everyone has the right to rest, leisure and regular paid leave.
The defendants did not, however, infringe the applicant's claimed right of privacy, since they were not his employer and therefore could not grant him the right to rest. They were also not obliged to create a job, and this part of the claim was therefore dismissed.

The applicant also referred to the provisions of Article 70/D of the Constitution and the Civil Code. 76 of the Civil Code. Pursuant to Article 70/D(1), all persons living in the territory of the Republic of Hungary have the right to the highest attainable standard of physical and mental health. The court appointed a forensic psychiatrist expert (expert 3), a forensic psychologist expert (expert 4) and a forensic medical expert (expert 2) to determine the health - physical and psychological - of the plaintiff in the case, in order to establish the causal link between this and the defendants' conduct. The expert opinions were exempt from the provisions of Pp. 182 (3), the court could base its judgment on the expert opinions.
In its submissions Nos 94 and 95, defendant IV requested that the court summon the experts for a hearing, but did not indicate on which issues it considered the opinions to be unsubstantiated or inaccurate. By order No 96 of the court, the court called on the defendant, which was received by its legal representative on 20 September 2013, to state to what extent, in which parts and for what reason it disputes their expert opinions, and on what observations it should comment at the hearing, and to deposit an advance of HUF 50,000 with the Economic Office of the Pécs Regional Court. He warned the defendant IV. that if he did not comply with the summons within 15 days, he would be deemed not to have wished to summon the experts, and the Pp. 141 (2) and (6), the court shall decide on the basis of the available information. The defendant IV did not subsequently make a statement, did not advance the expert's fee, and

therefore the court did not summon the experts to the hearing and considered the expert's opinions as accepted by the defendant IV.

(Expert 2) forensic medical expert, the court found that the plaintiff suffers from a so-called reflux disease, but according to the expert, this is not causally related to his mental condition. In his expert opinion 87.3, the expert forensic psychiatrist stated that although the plaintiff does not show symptoms of psychiatric illness, he does show psychosomatisation tendencies, i.e. he may experience his tensions in the form of bodily symptoms which may play an indirect role in his stomach ups and downs, but no direct causal link can be proven. All this makes a causal link with any wrongful conduct of the defendants very remote. The psychiatric expert also recorded that the plaintiff is characterised by, inter alia, emotional-emotional-aggressive instability, serial adjustment difficulties and interpersonal relationship problems, a so-called borderline personality, as also stated in the expert opinion of the forensic psychologist (expert 4). However, according to the experts' opinions, this personality disorder is the result of an early social disorder, the plaintiff's mental state, the defendants' behaviour did not cause psychiatric illness, no mental disorder, i.e. psychological impairment, developed in a direct context, but in connection with his lack of existential security and homelessness, a deepening of the psychological problems in the basic personality can be assumed.
Having considered the foregoing, the court found that the defendants did not violate the plaintiff's right to physical integrity and health, since the causal link between their conduct and the plaintiff's condition could at most be indirect.

Article 70/E of the Constitution stipulates that citizens of the Republic of Hungary have the right to social security; they are entitled to the benefits necessary for their subsistence in the event of old age, sickness, disability, widowhood, orphanhood and unemployment through no fault of their own.
This right belongs to the family of social rights, its most typical manifestation, and is a so-called second generation right. It requires the State and its agencies to be active rather than passive. On the basis of the relevant facts, the applicant's right to social security was infringed, since the whole project and its implementation had the opposite effect on him - the court had no jurisdiction to rule on this point in respect of the other residents - since the applicant was placed in social circumstances which were worse than his previous situation.

In the light of the foregoing, the court therefore applied the Civil Code. 84(1) of the Court of First Instance, the Court found that the defendants had infringed the plaintiff's rights as a person.

The Civil Code. 84 (1) (e) of the Civil Code, a person whose personal rights have been infringed may claim damages according to the circumstances of the case under the rules of civil liability.
The Civil Code. 339 (1) of the Civil Code, a person who unlawfully causes damage to another person is obliged to compensate for it. He is exempt from liability if he proves that he acted in a way that could normally be expected in the given situation.
The Civil Code. 355 (1) of the Civil Code, the person liable for the damage is obliged to restore the original state of the damage, and if this is not possible or if the injured party does not wish to do so for a justified reason, he is obliged to compensate the property and non property damage of the injured party.
The Civil Code. 355 (4) of the Civil Code, compensation shall be paid for the loss of value of the injured party's property and the loss of pecuniary advantage caused by the harmful circumstance, as well as for the compensation or costs necessary to reduce or eliminate the pecuniary and non-pecuniary damage suffered by the injured party.

The objective conditions necessary to establish liability (tort, damage, causal link between the tort and the damage suffered by the victim) had to be proved by the plaintiff, while the defendant could exempt itself from liability by proving that it acted as it would normally be expected to act in the circumstances.

On the basis of the relevant facts, the court found, as explained above, that the defendants' conduct was causally connected to the plaintiff's personal rights, and therefore the defendants' conduct was unlawful, j o g e l l e n e s .

The plaintiff had to leave the property in István Akna, where he could have started an independent life, of course, maintaining that the project itself, or the selection, left something to be desired, as the judgment states. The applicant was forced to move to another town where he found work, but even here he was unable to secure an independent home. He did not have access to housing assistance, which he had already paid for the project, and was again in financial and livelihood insecurity. The expert opinion of a forensic psychiatrist (Expert No 3) also states that although the defendants' conduct did not cause the applicant to suffer from psychiatric illness, nor did it directly cause a mental disorder, i.e. psychological impairment, but that it can be assumed that his insecurity and homelessness were linked to a deepening of the psychological problems in his basic personality. This is detailed in the expert opinion No 89 of the forensic psychologist (Expert No 4), when he states that the possible feelings of insecurity and hopelessness in his life, due to the nature of his personality and the structure of his personality, had a particularly detrimental effect on his already unstable emotional and psychological state. He also records that no mental illness or psychological impairment has developed, and that a marked deepening of existing psychological problems can be assumed.

In the light of all the circumstances of the case, the Court assessed all this as a factor in favour of the applicant, which is linked to the defendants' unlawful conduct. However, the defendants could not absolve themselves of liability. In this regard, the Court highlights the testimony of witness (Witness 9), the defendant II, who was in the position of director at the time of the events in the case, who stated that the socialisation of the selected young people, including the plaintiff, was not yet adequate at the time, that they had several run-ins with the law, that they were not independent, that they did not seek help on several occasions, and that they simply did not know the community rules. The aim was to send young people who were not properly socialised. This in itself is incomprehensible to the court, as it has already stated, since at the time of the move the applicant had no income, no job, no means of public transport, no money, no heating, and no means of purchase. But the statement of the defendant in the fourth instance that they had offered the plaintiff and his companions the felling of trees in the area of the former Pécs artillery barracks for the purpose of firing, but that this was impossible due to the lack of tools, equipment and money, also contradicts common sense. All this shows a lack of due diligence
It is noteworthy that the plaintiff and his companions were moved to a segregated place in the first place. In István-akná or a place like it, the plaintiff had no chance to start a life that would have enabled him to integrate into society, to socialise properly and to learn the rules of the community. Those who do not have a sense of community - and it follows from the testimony of Witness 9 that none of the people who moved in had one - can only pass on this ignorance to others, and cannot acquire a proper pattern of behaviour. And these circumstances were logically known to all defendants and yet they carried through with the project in plaintiff's case. To this must be added the fact that he was subjected to a course the scope and manner of use of the certificate for which is, to say the least, uncertain. All of this had a logically inappropriate impact on the applicant's future life. After considering the above, the court, taking

into account the current price and value conditions, considered HUF 3,000,000 to be an amount that was suitable and sufficient to approximately compensate the plaintiff for the non-material damage suffered by him in connection with the defendant's unlawful conduct and ordered the defendants jointly and severally to pay it to the plaintiff.

The applicant did not receive the home creation grant granted to him, which was used for the construction of the building in the amount of HUF 1,000,000.00, which was used for the construction costs, the applicant did not receive it, he can no longer use it, but this money did not and cannot in the future provide his housing or part of it, for the reasons explained above, the applicant could not use this amount for its intended purpose. The plaintiff claimed HUF 995,000 of this amount, and the court ordered the defendants to pay this amount in compensation for the plaintiff's loss. Interest was not claimed by the plaintiff and therefore did not have to be decided.

The plaintiff asked the defendants to pay HUF 384,000.00 because, in his view, he could not receive aftercare benefits because he had been provided with housing.
The rules on aftercare are governed by Act XXXI of 1997 on the Protection of Children and Guardianship Administration. Paragraph 45(1) of this Act states that the child shall be provided with food, clothing, mental and health care, care, education, housing (hereinafter referred to as "comprehensive care"), which shall promote his or her physical, mental, emotional and moral development and meet the child's age, health and other needs.
Pursuant to section 53/A(1), in the framework of aftercare ordered by the guardianship authority, a young adult shall
a.) if necessary, full care in accordance with paragraph 45 (1),
b.) personalised counselling to help people start independent living, assistance to help them integrate into society (hereinafter referred to as aftercare).
The defendant in the second instance provided detailed information in document No 104 at the applicant's request - and sent this to the applicant by e-mail on 27 February 2013 - about the benefits received by the survivors. However, the court found that the plaintiff's claim in this regard was unfounded. Although the plaintiff had left the apartment in István Akna due to the difficult circumstances, the court also found, on the basis of the relevant facts, that the defendant in the second instance had provided aftercare for the persons who remained there. Had he not left, he would have been able to continue to receive this care. This is confirmed by the testimony of the witnesses interviewed, according to whom the defendant II provided the personal conditions for aftercare and also gave food vouchers to the persons who remained there. Moreover, after leaving István-akna, the plaintiff could have benefited from aftercare benefits in any part of the country, not only after more than a year, but immediately, as he did subsequently (locality 3). There is therefore no causal link between the damage which the applicant may suffer and the defendants' conduct. The conditions necessary to establish liability for damages are conjunctive, in the absence of any of which liability cannot be established, and the relevant part of the action had to be dismissed for lack of causal link.

The applicant claimed that in 2005, a labourer would have earned HUF 95,000 in the construction industry, compared to a gross amount of HUF 28,500. He asked the court to award him HUF 95,000 for 10 months. The Court notes that, even if the legal basis for this part of the claim could be established, the net amount of HUF 28,500.00 received should be deducted. In the absence of any other evidence, the court recorded, on the basis of the FEOR code (code) on the applicant's website (name 22), that the average national salary of a construction worker in 2005 was HUF 74 908. This sum, less social security contributions and employee contributions (13,5 % in total), amounts to HUF 64 795,-, from which HUF 24 653,-, also less 13,5 %, must

be deducted in order to compare it with the net amount of HUF 28 500,-, also less 13,5 %, without payroll tax. It is also apparent from the documents annexed that the applicant was given five months' training between 1 March 2005 and 21 July 2005, at the end of which he passed an examination. The fees for the examination and the cost of the training were financed by the Employment Centre and by the defendant in third instance. In that regard, the Court did not find any unlawful conduct on the part of the defendant which was causally linked to the damage suffered by the applicant in that regard, since he had received that training and logically had to bear part of the costs of the training, which is why his salary was reduced. The court therefore also rejected this part of the claim. In this regard, the Court refers to the legal reasoning already set out in the legal reasoning section of the judgment in relation to training.

The total value of the suit amounted to HUF 9,289,000 (7,000,000 + 955,000 + 950,000 + 384,000). In comparison, the court awarded HUF 3,955,000 in favour of the plaintiff, which represents a 43%-57% win-loss ratio in favour of the plaintiff. The plaintiff benefited from personal legal aid, while the defendants are exempt from personal fees, and therefore the unpaid first instance procedural fees remain the responsibility of the State pursuant to Article 14 of Decree 6/1986 (26.VI.1986) of the IM, applicable through paragraph 84 (3) of the Itv. The State has advanced a forensic expert fee of HUF 615,625.00, which is to be borne by the parties in proportion to the amount of the loss of the proceedings, in accordance with paragraphs 13(1) and (2) of Decree 6/1986 (26.VI.1986) IM. The applicant is exempted from this obligation by reason of his personal legal aid, but the defendants are jointly and severally liable to pay 43 % of this amount, i.e. HUF 264 719,-, to the State. The applicant's claim was not manifestly excessive, and therefore the costs of the legal aid lawyer are to be borne jointly and severally by the defendants in full, in accordance with the provisions of the Pp. 87 (2) of the Civil Procedure Code, subject to the provisions of the Pp. 81 (2).

P é c s , 30 January 2014

Dr. Zoltán Gelencsér s.k.
judge