

1 Is there a statutory matrimonial property regime in this Member State? What does it provide?

Yes.

Matrimonial property regimes are governed by the Family Code of the Republic of Slovenia (*Družinski zakonik Republike Slovenije* (DZ)):

The statutory matrimonial property regime applies to spouses unless they conclude a contract on a different form of matrimonial property regime. In the latter case, the contractual matrimonial property regime applies to them.

The statutory matrimonial property regime comprises community of property for the spouses' joint property and separation of property for each spouse's personal property.

2 How can spouses arrange their matrimonial property regime? What are the formal requirements in this case?

Spouses or future spouses may arrange their property regime through a contract. Contracts arranging a property regime are contracts by which the two spouses specify a different property regime from the statutory one.

In such contracts, they may also agree to specify different matrimonial property regimes for the duration of their marriage and for the eventuality of divorce.

Contracts which spouses conclude on property rights and obligations must take the form of a notarial act. The contractual matrimonial property regime applies to the spouses as soon as the contract on that regime has been concluded, unless they agree otherwise. A pre-nuptial contract concluded by future spouses on the matrimonial property regime takes effect on the day of the marriage or on the day thereafter, as specified by the future spouses in the pre-nuptial contract. Contracts on matrimonial property regimes must be entered in the register of such contracts. If a contract on a matrimonial property regime is not entered in the register of such contracts, for the purposes of relationships with third parties it is assumed that the statutory matrimonial property regime applies to the property relationship between the spouses.

Spouses must inform each other of their property situation before they conclude a contract governing the matrimonial property regime. If they fail to do so, the contract may be challenged in court.

3 Are there restrictions on the freedom to arrange a matrimonial property regime?

No. However, spouses must inform each other of their property situation before they conclude a contract governing the matrimonial property regime. If they fail to do so, the contract may be challenged in court.

4 What are the legal effects of divorce, separation or annulment on the matrimonial property?

The joint property of the spouses is divided if their marriage is dissolved.

If the matrimonial property regime contract by which spouses opt out of the statutory matrimonial property regime fails to specify the manner in which the matrimonial property is to be divided, it is divided in accordance with the rules of the statutory matrimonial property regime, except where the spouses agree otherwise. The property is divided on the basis of the situation when the contract on the matrimonial property regime came into force.

In principle, matrimonial property is divided on the basis of equal shares, but the spouses may provide evidence that they have contributed to the matrimonial property in different proportions. Insignificant differences in the contributions of each spouse to the matrimonial property are not taken into account.

When the shares of matrimonial property have been agreed or established, spouses may agree on the arrangements for the division of the property. If spouses agree to become joint owners of assets in proportion to their respective shares of the matrimonial property, this is also considered to be division.

5 What are the effects of death of one of the spouses on the matrimonial property regime?

The death of one of the spouses has no effect on the matrimonial property regime.

The property of the deceased spouse is subject to succession proceedings.

6 Which authority has the competence to decide in a case relating to a matrimonial property regime?

The courts have competence to rule on disputes concerning matrimonial property regimes.

7 What are the effects of the matrimonial property regime on legal relationships between a spouse and a third party?

The joint liabilities of spouses are those which are binding on both spouses under general legislation, liabilities which have arisen in connection with the matrimonial property and liabilities incurred by one spouse to meet the needs of cohabiting with the other spouse or the needs of the family. Spouses are jointly and severally liable for these liabilities with their common property and with the personal property owned by each of them.

A spouse may claim reimbursement from the other spouse on the grounds that he/she has paid more than his/her share when settling a joint liability.

The personal liabilities of a spouse are those which he/she held before the marriage was concluded and those which he/she incurred after the marriage was concluded but which do not constitute joint liabilities under Article 82(1) DZ.

A spouse is liable for personal liabilities with his/her personal property and his/her share of the joint property.

If a contract on a matrimonial property regime is not entered in the register of such contracts, for the purposes of relationships with third parties it is assumed that the statutory matrimonial property regime applies to the property relationship between the spouses.

8 A short description of the procedure for the division, including partition, distribution and liquidation, of matrimonial property in this Member State.

The joint property of the spouses is divided if their marriage is dissolved. While the marriage lasts, the matrimonial property may be divided by agreement or at the request of one of the spouses.

Such agreements include any agreement between spouses on the extent of the matrimonial property. If the matrimonial property regime contract by which spouses opt out of the statutory matrimonial property regime fails to specify the manner in which the matrimonial property is to be divided, it is divided in accordance with the rules of the statutory matrimonial property regime, except where the spouses agree otherwise. The property is divided on the basis of the situation when the contract on the matrimonial property regime came into force.

Each spouse's debts and claims in relation to that matrimonial property are established before his/her share in that property is determined.

The amount of each spouse's share in the matrimonial property may be agreed between the spouses or is decided by a court in response to a request from either of the spouses.

In principle, matrimonial property is divided on the basis of equal shares, but the spouses may provide evidence that they have contributed to the matrimonial property in different proportions. Insignificant differences in the contributions of each spouse to the matrimonial property are not taken into account.

In a dispute concerning the amount of each spouse's share in matrimonial property, the court will consider all the circumstances of the case, in particular the income of each spouse, the assistance which one spouse provides to the other, the custody of children, the performance of housework, care of the home and family, care to preserve property and any other form of work and cooperation in the management, preservation and enhancement of matrimonial property.

When the shares of matrimonial property have been agreed or established, spouses may agree on the arrangements for the division of the property. If the spouses agree to become joint owners of assets in proportion to their respective shares of the matrimonial property, this is also considered to be division. If no agreement is reached on the arrangements for division of the property, a court will divide the property in accordance with the rules governing the division of matrimonial property.

When matrimonial property is divided, the items which are intended for the performance of a spouse's profession or other activity or which enable him/her to earn a living are allocated to him/her out of his/her share, at his/her request.

The same applies to items which are intended exclusively for the personal use of one of the spouses and which are not his/her personal property.

9 What is the procedure and documents or information typically required for the purpose of registration of immovable property?

The land registry court (*zemljiškotno sodišče*) decides whether to permit registration on the basis of documents which provide evidence of the legal basis for acquiring the right that is to be registered and which meet the other conditions laid down by law.

Those documents are set out in Article 40(1) of the Land Registry Act (*Zakon o zemljiški knjigi* (ZZK-1)).

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