



General enforcement auction terms

Ownership

The purchaser receives the right of ownership to and the right to dispose of property sold at an auction when the purchase price has been paid or, if a deed of sale is to be made in accordance with the Enforcement Code, when he or she has received this deed. When real estate or shares in a corporation that give entitlement to possession of rooms or a building have been sold on auction or in a free sale, the enforcement officer gives the purchaser a deed of sale after the purchase price has been paid and the sale has become legally final.

Possession and use

The purchaser may take possession of property when the purchase price has been paid. If a deed of sale is to be made in accordance with the Enforcement Code, the purchaser may not use the property in a manner that depreciates its value before receiving the deed. Ordinary use according to the intended purpose of the property is permitted. The enforcement officer retains the property until the purchaser may take possession of it. The purchaser is liable for the storage costs of the property, which must be paid before taking possession of it. If the purchaser does not call for the property and pay the storage costs within a reasonable period thereafter, the enforcement officer may sell the property on behalf of the purchaser. The purchaser has the right to examine the condition of the property before taking possession.

Official assistance to the purchaser

Upon request, the enforcement officer must provide the purchaser with the official assistance necessary to take possession of the property. If the debtor uses sold premises after the purchaser has paid the purchase price, the enforcement officer must effect an eviction at the request of the purchaser. Official assistance may be given to the purchaser despite an appeal or contested enforcement, unless this is separately prohibited in a stay order issued by a court.

Receivables and rights for which the purchaser is liable

The purchaser or the sold property are not liable for receivables and rights other than those for which the purchaser had agreed to be liable or which the enforcement officer had announced to remain in force or be transferred to the liability of the purchaser through the sale. If the purchaser wants to be released from an agreement on the rent of rooms or land which had not been retained in the sale, the purchaser must give notice of its termination or cancel it as separately provided for. The purchaser has the right to receive official assistance from the enforcement officer if such notice or cancellation has been effected in a certifiable manner.

Giving of notice of certain receivables

Before the sale, the enforcement officer notifies the potential purchasers of possible unpaid maintenance charges and expenses referred to in the Housing Corporation Act as well as of the amount of such ascertained receivables and payments which are to be paid as a condition for receiving electricity or other corresponding services in the object of the sale.

Plea of a better right

No plea of a better right to the sold property may be presented against the purchaser after the right of ownership has been transferred to the purchaser, unless the purchaser knew of the third party's right of ownership. The purchaser must return to its rightful owner property that is proven to have been appropriated from its previous possessor by petty theft, theft, robbery or extortion. The purchaser's protection of title applies to constituent parts and appurtenances in addition to the main object.

Error in an object of sale

Attached property is sold as is. However, real estate or valuable chattels that have been sold are deemed to have an error if

- there is an essential difference between the property and the information that the enforcement officer has given in the announcement of sale or otherwise before the sale regarding essential characteristics of the property or factors affecting use, and the erroneous information can be assumed to have affected the sale
- the enforcement officer has neglected to provide information on essential characteristics of the property or factors affecting use, and this can be assumed to have affected the sale; or
- the property is in essentially poorer condition than what the purchaser has justified reason to assume in view of the circumstances.

Reduction in price and annulment of sale

On the basis of an error in the object of sale, the purchaser may demand a reduction in price or annulment of the sale by lodging a complaint in the manner provided for in chapter 11 of the Enforcement Code. The sale may be annulled on the basis of the error if it would be unreasonable from the point of view of the purchaser for the sale to remain valid. A question regarding an error may be submitted to the court as a contested enforcement in accordance with the provisions of chapter 10 of the Enforcement Code.

Proceeds

Rent and other proceeds from sold property that fall due after the day of sale belong to the purchaser. The purchaser may collect the proceeds against security until he or she takes possession of the property, or request that the enforcement officer collect the proceeds on the purchaser's account.

Minimum price

The highest bid in an auction of real estate or valuable chattels will not be accepted if, in the enforcement officer's assessment, that bid is clearly less than the current price of the property at the locality.

New sale

If the minimum acceptable bid is not received, if an applicant with the right of prohibition prohibits the sale or if the enforcement officer does not accept the highest bid based on the minimum price provision, a new auction or free sale will be arranged. The applicant may prohibit a new auction or free sale from being held. If the property is not sold at the third time either or a new auction or free sale is not held, the attachments will be reversed.

Payment term and the down payment

The enforcement officer may, if necessary, provide the purchaser with at most six weeks time for payment. The purchaser must immediately pay the portion of the sales price ordered by the enforcement officer. The enforcement officer need not demand a down payment from a purchaser that he or she deems to clearly be solvent. The down payment may be made in cash, a comparable means of payment, or security.

Interest during the payment term and interest for late payment

If the purchaser has been provided with time for payment and the entire purchase price is not paid on the auction date, the purchaser must pay interest on the purchase price for the period of payment in accordance with section 3, paragraph 2 of the Interest Act, beginning with the date of the auction. After the end of the time of payment, interest must be paid in accordance with section 4, paragraph 1 of the Interest Act until the purchase price has been paid or a new auction arranged.

Compensation liability of the purchaser

If the purchaser does not pay the purchase price during the period for payment, a new auction will be arranged. If during the period for payment the purchaser demonstrates that he or she has been granted additional time for payment by the creditor or that he or she has assumed liability for receivables, the purchase price will be deemed to have been paid in the enforcement to this extent. The purchaser must provide compensation for the difference if the highest bid in a new auction remains lower than the highest bid made in the previous auction, including interest during the payment term and interest for late payment. If the bid is greater than this, the purchaser has no right to the surplus. The purchaser must also compensate the costs of the latter auction, unless these can be paid from the surplus.

Assumption of liability

The purchaser may agree with the creditor that the balance of a receivable secured by lien is transferred as of the day of sale to become the liability of the purchaser as a deduction from the sales price. The receivable is transferred to become the personal liability of the purchaser unless otherwise agreed by the persons in question. The debtor is no longer liable for the transferred receivable.

Transfer tax

Transfers of real estate and buildings are subject to a 3 % transfer tax on the purchase price, and transfers of shares in a housing company or real estate company are subject to a 1,5 % transfer tax on the purchase price. The transfer tax for transfers of other shares is 1,5 % of the purchase price.