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THEORETICAL AND LEGAL ANALYSIS OF DETERMINING THE VOLUME OF INHERITANCE PROPERTY OF SPOUSES AND PERSONS LEGALLY EQUALIZED TO SPOUSES

ТЕОРЕТИКО-ПРАВОВИЙ АНАЛІЗ ВИЗНАЧЕННЯ ОБСЯГУ СПАДКОВОГО МАЙНА ПОДРУЖЖЯ ТА ОСІБ, ЮРИДИЧНО ПРИРІВНЯНИХ ДО ПОДРУЖЖЯ

ТЕОРЕТИКО-ПРАВОВОЙ АНАЛИЗ ОПРЕДЕЛЕНИЯ ОБЪЕМА НАСЛЕДСТВЕННОГО ИМУЩЕСТВА СУПРУГОВ И ЛИЦ, ЮРИДИЧЕСКИ ПРИРАВНЕННЫХ К СУПРУГАМ

Summary. *The academic paper provides a theoretical and legal analysis of the amount of inherited property of spouses and persons legally equated to spouses. The research is based on an analysis of the inheritance rights of subjects: persons who have registered a marriage in accordance with the procedure established by law and persons legally equated to spouses. It has been established that the determination of the volume of inherited property is the first and major*

stage in the process of opening an inheritance by a notary. It has been determined that the amount of inherited property of the spouses includes equal shares, however, the shares of each spouse may differ according to the circumstances as follows: the acquisition of property during the regime of separate residence of the spouses, conclusion of a marriage contract, a contract on the division of the spouses' property, an inheritance agreement. It has been proved that the regime of separate residence of spouses creates problems in determining the amount of inherited property of spouses in terms of establishing the moment of termination of such a regime and measuring the share of common property that they have acquired after its termination. The features of the marriage contract in terms of assigning the spouses' property rights have been established. It has been revealed that the disadvantage of a marriage contract is the absence of a requirement for its registration in the State Register of Rights to Immovable Property after notarization. It has been found that the agreement on the division of the spouses' property somewhat complicates the determination of the volume of the spouses' inherited property, forasmuch as after its conclusion, further acquisition of property into ownership is possible, which will not be defined in the contract; and, therefore, it may acquire a different legal regime than the property specified in the contract. It has been established that the conclusion of an inheritance agreement excludes the inclusion of the property determined by it in the hereditary estate, and the transfer of property under an inheritance agreement is not a type of inheritance. It has been proven that persons living in de facto marital relations are only partially equated to spouses in inheritance rights. The grounds for the emergence of actual marriage relations have been highlighted. It has been proposed to make alterations to the family legislation of Ukraine, which would improve the legal regulation of the amount of inherited property of spouses and persons legally equated to spouses.

***Key words:** inheritance, inheriting, will, inheritance rights.*

Анотація. *У статті здійснюється теоретико-правовий аналіз обсягу спадкового майна подружжя та осіб, юридично прирівняних до подружжя. Дослідження ґрунтується на аналізі спадкових прав суб'єктів: осіб, які зареєстрували шлюб у встановленому законодавством порядку та осіб, юридично прирівняних до подружжя. Встановлено, що визначення обсягу спадкового майна є першим і основним етапом в процесі відкриття спадщини нотаріусом. Визначено, що обсяг спадкового майна подружжя включає рівні частки, проте частки кожного з подружжя можуть відрізнятися при наступних обставинах: придбання майна під час режиму окремого проживання подружжя, укладення шлюбного договору, договору про розподіл майна подружжя, спадкового договору. Доведено, що режим окремого проживання подружжя створює проблеми у визначенні обсягу спадкового майна подружжя в частині встановлення моменту припинення такого режиму і визначення частки загального майна, яке вони придбали після його припинення. Встановлено особливості шлюбного договору в частині врегулювання майнових прав подружжя. Встановлено, що недоліком шлюбного договору є відсутність вимоги щодо його реєстрації в Державному реєстрі прав на нерухоме майно після нотаріального посвідчення. Встановлено, що договір про розподіл майна подружжя дещо ускладнює визначення обсягу спадкового майна подружжя, так як після його укладення можливе подальше придбання майна у власність, не буде визначено в договорі, а тому воно може набувати іншого правового режиму, ніж майно, визначене в договорі. З'ясовано, що висновок спадкового договору виключає включення майна, визначеного ним, до спадкової маси, а перехід майна за спадковим договором не є різновидом спадкування. Доведено, що особи, які проживають у фактичних шлюбних відносинах тільки частково прирівняні до подружжя в спадкових правах. Виділені підстави виникнення фактичних шлюбних відносин. Запропоновано внести зміни в сімейне законодавство України, які б удосконалили правове*

регулювання обсягу спадкового майна подружжя та осіб, юридично прирівняних до подружжя.

Ключові слова: *спадщина, спадкування, заповіт, спадкові права.*

Аннотация. *В статье осуществляется теоретико-правовой анализ объема наследственного имущества супругов и лиц, юридически приравненных к супругам. Исследование основывается на анализе наследственных прав субъектов: лиц, зарегистрировавших брак в установленном законодательством порядке и лиц, юридически приравненных к супругам. Установлено, что определение объема наследственного имущества является первым и основным этапом в процессе открытия наследства нотариусом. Определено, что объем наследственного имущества супругов включает равные доли, однако доли каждого из супругов могут отличаться при следующих обстоятельствах: приобретение имущества во время режима отдельного проживания супругов, заключение брачного договора, договора о разделе имущества супругов, наследственного договора. Доказано, что режим отдельного проживания супругов создает проблемы в определении объема наследственного имущества супругов в части установления момента прекращения такого режима и определения доли общего имущества, которое они приобрели после его прекращения. Установлены особенности брачного договора в части урегулирования имущественных прав супругов. Установлено, что недостатком брачного договора является отсутствие требования по его регистрации в Государственном реестре прав на недвижимое имущество после нотариального удостоверения. Установлено, что договор о разделе имущества супругов несколько затрудняет определение объема наследственного имущества супругов, так как после его заключения возможно дальнейшее приобретение имущества в собственность, не будет определено в договоре, а поэтому оно может*

приобретать иного правового режима, чем имущество, определенное в договоре. Выяснено, что заключение наследственного договора исключает включения имущества, определенного им, в наследственную массу, а переход имущества по наследственному договору не является разновидностью наследования. Доказано, что лица, которые проживают в фактических брачных отношениях только частично приравнены к супругам в наследственных правах. Выделенные основания возникновения фактических брачных отношений. Предложено внести изменения в семейное законодательство Украины, которые бы усовершенствовали правовое регулирование объема наследственного имущества супругов и лиц, юридически приравненных к супругам.

Ключевые слова: *наследствие, наследование, завещание, наследственные права.*

Problem statement. An important aspect of ensuring the rights and legitimate interests of spouses, a guarantee of the preservation of their common property and the fulfillment of the will of the deceased on disposing the property is a correctly defined amount of property that can be inherited.

Correctly allocated inherited property is a guarantee of issuance of a legal certificate of the right to inheritance and it minimizes the occurrence of cases of appealing such a certificate in court.

The evolution of family relations creates a necessity for their legislative regulation, including the improvement of the inheritance rights of spouses and persons legally equated to spouses, determining the relevance of the present research.

Analysis of recent studies and publications. The scientific basis of the research comprises the works of domestic scholars studying the inheritance rights of spouses and the rights of persons legally equated to spouses.

For instance, Romanovych T.H. [5], Ovchatova-Redko A.O. [3] are among the scientists who have studied the issues of joint property of spouses and persons legally equated to spouses. The essence of marital and similar legal relations was investigated by Vatras V.A. [1], Kyrychenko T.S. [2].

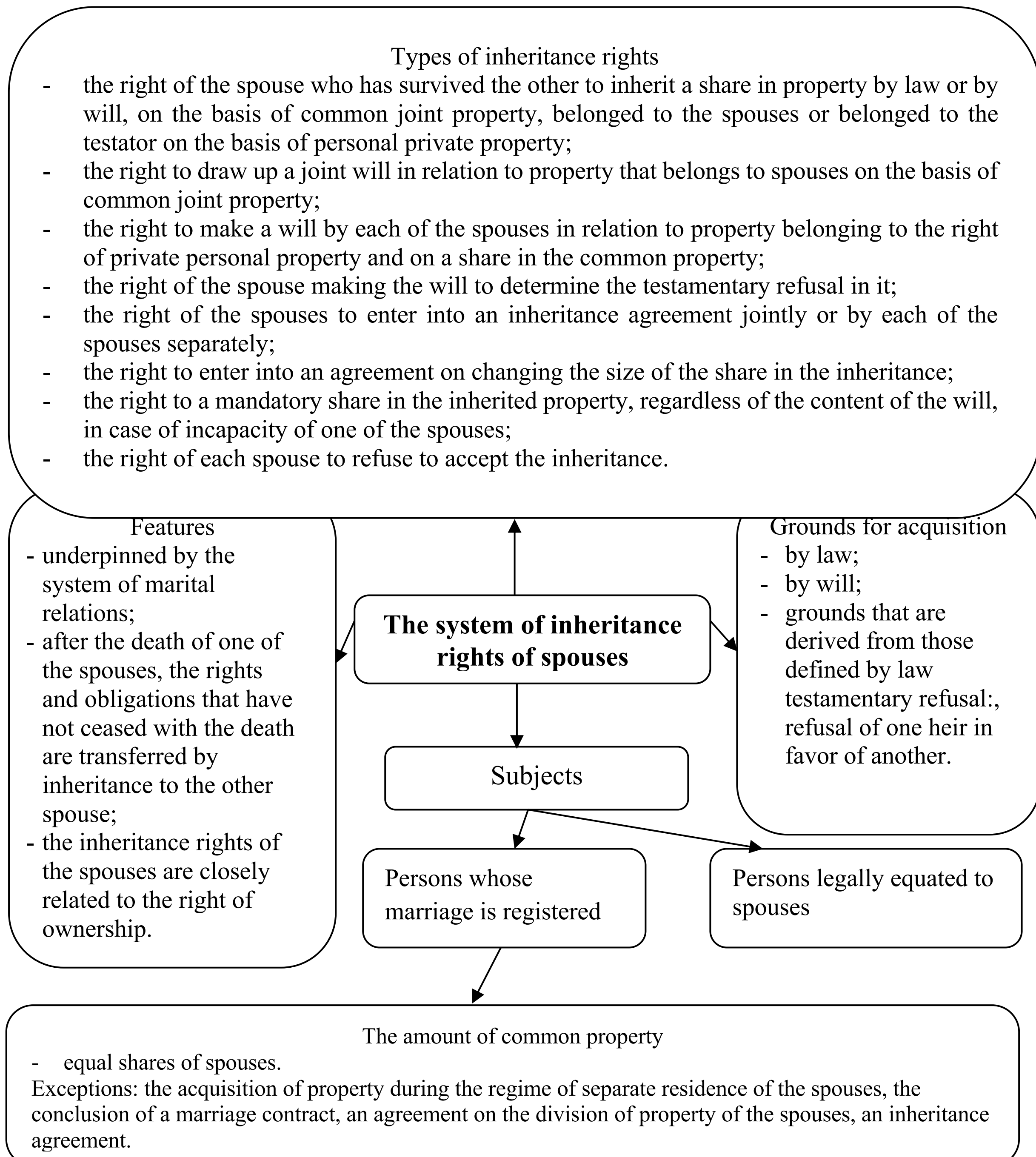

Fig. 1. The system of inheritance rights of spouses

The purpose of the academic paper is to conduct a theoretical and legal analysis of determining the amount of inherited property of spouses and persons legally equated to spouses.

Presentation of the basic material. The system of inheritance rights of spouses has special subjects; the particular features and grounds of acquisition are determined, which in general affects the volume of inherited property (Figure 1).

Registration of marriage is a legal fact as a result of which persons acquire the inheritance property rights of spouses: the right to inherit by law from the spouse who has survived the testator, as the heir of the first queue (Article 1261 of the Civil Code of Ukraine (hereinafter - CCU)) in equal shares with others members of this queue, if such exist and if an agreement on changing the size of shares has not been concluded between them and the other of the spouses; it provides legal certainty in the ownership of property acquired by the spouses throughout life, in accordance with Part 2 of Article 60 of the Family Code of Ukraine (hereinafter - FCU); it is considered that everything acquired during the marriage, except for things for individual use is the object of the right of common joint property of spouses [6]; inheritance by one of the spouses according to the law ensures the safety of family property, as well as the possibility for the spouse who has survived the deceased, on the invariability of mode of life and living conditions created by him and the deceased during his life.

After the death of one of the spouses, the notary opens the inheritance and determines the amount of the inherited property. Considering that the property acquired by the spouses during their lifetime, most often, belongs to them on the basis of the right of common joint property, in which each of the spouses has an "ideal" share, the notary, first of all, must find out the volume of the spouses' common property from which to allocate a share that belonged to the deceased husband or wife, and only subsequently to take further actions necessary for registration of acceptance of inheritance by heirs.

The volume of the spouses' joint property and the share of the deceased in such property, as a general rule, include equal shares. However, the shares of each spouse may differ according to the circumstances as follows: acquisition of property during the regime of separate residence of the spouses, the conclusion of a marriage contract, a contract on the division of property of the spouses, a hereditary agreement (Figure 1):

- the regime of separate residence of the spouses. Establishing a regime of separate residence does not terminate the rights and obligations of the spouses (Part 1 of Article 120 of the FCU) [6], and, therefore, if one of the spouses died during the separate residence, the other has the right to inherit by law as the heir of the first queue. In the case of a separate residence regime, property acquired in the future by the wife and husband will not be considered acquired in marriage (paragraph 1, part 2 of Article 120 of the FCU) [6]. Thus, when a notary reveals the inherited property, the latter must find out whether a separate residence regime has been established between the spouses and, if yes, during what period such a regime has been existed. This fact is of significant importance, forasmuch as the property acquired by the deceased during the regime of separate residence completely passes into the hereditary estate (without allocating the share of the other spouse in it), and the property acquired by the other spouse in the same period is not subject to division between the spouses and subsequent inheritance.

The regime of separate residence is established by the court, and it is terminated in case of resumption of family relations or by a court decision (Part 2 of Article 119 of the FCU) [6]. If the beginning and the end of the regime is determined by a court decision and such a decision is submitted to a notary, then the notary has the possibility to determine the ownership of each of the spouses' property acquired during the regime of separate residence. However, if the termination of the separate residence regime is occurred in a way of resuming family relations without going to court, which is possible by law, then the notary is not able to establish the exact date of such renewal, which means that it is

impossible to establish to whom the property acquired during the regime of separate residence belongs and whether it is subject to inclusion in the hereditary estate.

In order to ensure the proper allocation of inheritance property and the observance and protection of the spouses' inheritance rights, amendments should be made to Part 2 of Art. 119 of the FCU, establishing that the separate residence regime is terminated in case the fact of renewal of family relations is observed, established by a court decision on the basis of an application by one of the spouses.

- conclusion of a marriage contract. In accordance with Part 1 of Article 93 of the FCU, such an agreement regulates property relations between spouses, defines their property rights and obligations [6]. The marriage contract may establish the extension of the regime of the right of common joint ownership to the personal property of each of the spouses and, conversely, the attribution of property to personal private property, acquired during staying in a registered marriage jointly by the wife and the husband, and the shares of each of the spouses in common property may be changed.

The features and disadvantage of the marriage contract is that it is subject to notarization, however, it is not registered in any register. In other words, one of the spouses must notify the notary of the existence of the marriage contract. We believe that such a rule in the form of the obligation of the parties to the marriage contract should be enshrined in law. Along with this, mandatory state registration of a marriage contract in the State Register of Real Property Rights should be introduced, namely: to oblige the notary, who has certified the marriage contract, to attach a scanned copy of such a contract to the "person of the wife and the husband".

- notarized agreement on the division of common property. The right to enter into such an agreement is provided by Article 69 of FCU. The agreement on the division of common property, in the case of its notarization, is a document of title; with its conclusion, the right of common joint property of the spouses

terminates and the right of common shared ownership arises, which greatly facilitates the work of a notary to determine the inheritance property.

The agreement on the division of common property is concluded during the life of both spouses; after its conclusion, further acquisition of property in ownership is possible, which will not be specified in the agreement. With regard to the issue of the movable property, the code does not contain a requirement for the conclusion of a notarized agreement on its division. Consequently, such agreements can be concluded in the usual written form and, when determining the inherited property, must be provided to a notary; otherwise, the features of the division of property, defined by such an agreement, will not be taken into account when determining the share of the deceased in the common property.

- conclusion of an inheritance agreement. An inheritance agreement mediates the disposal of property during the life of both spouses, and the actual transfer of property occurs after the death of one of them or both (depending on the terms of the agreement). The conclusion of an inheritance agreement makes it impossible to include the property defined by it in the hereditary estate. The transfer of property under an inheritance agreement is not a kind of inheritance, but it is a transfer of property under a civil contract.

In practice, there are situations when a notary issues a certificate of the right to inheritance to the other of the spouses for the property that is the subject of an inheritance agreement, however, this is a violation of the acquirer's rights under such an agreement. Such practical situations arise by virtue of paragraph 2, clause 8.6. Chapter 2 of the Procedure for performing notarial acts by notaries of Ukraine, approved by the Order of the Ministry of Justice of Ukraine as of 22.02.2012 № 296/5 (hereinafter - the Procedure), according to which the inheritance agreement of the spouses may establish that in case of death of one of the spouses the inheritance passes to the other, and in case of death of the other spouse his property passes to the acquirer under the agreement [4]. The specified norm of the Procedure duplicates Part 2 of Article 1306 CCU, at the same time it

directly contradicts other provisions of the CCU and does not correspond to the established judicial practice.

The subject of the inheritance agreement concluded by the spouses with the acquirer can be both common property and personal property of each of the spouses. In case one follows the logic of setting out the content of the rules of Part 2 of Article 1306 of the CCU, which is duplicated by a similar rule of the Procedure, in case of the death of one of the spouses, all the property determined by the inheritance agreement (both the joint property of the spouses and the personal property of each of them) is inherited, which is impossible because the person cannot inherit the property already belonging to him.

The will of the spouses is similar to the inheritance agreement. The scholar Romanovych T.G. successfully distinguishes them: the will of the spouses can be drawn up only in relation to property belonging to the spouses on the basis of common joint property, and the subject of the inheritance agreement may be both property belonging to the common joint property of the spouses, and property that is the personal property of one of the spouses; during the life of the wife and the husband, each of them has the right to refuse a joint will, and such refusal is subject to notarization. The CCU does not provide for a rule under which spouses may waive the inheritance agreement. Its termination is possible only in court at the request of the alienator or the acquirer in case of non-compliance by the acquirer with the alienator's orders; in case of death of one of the spouses the notary imposes a ban on the alienation of property, as defined in the will of the spouses. The notary imposes a ban on alienation at the time of certification of such a transaction on the property that is the subject of the inheritance agreement, despite the absence of such an event as the death of one of the spouses [5, p. 157].

In order to avoid misunderstandings regarding the legal grounds and the procedure for the transfer of property from the deceased to the other of the spouses under the inheritance agreement, it is necessary to amend the Civil Code of Ukraine and the Procedure, setting out the norms of Part 2 of Article 1306 GKU

and paragraph 2 clause 8.6. Chapter 2 of the Procedure as follows: the inheritance agreement of the spouses may establish that in case of death of one of the spouses, the property passes to the right of possession and use to the other, and in case of death of the other spouse such property passes to the acquirer under the agreement.

Separate inheritance rights are also granted to those persons between whom a de facto marital relationship has arisen. It should be noted that the term "persons", legally equated to spouses is also used to describe such persons, however, such "equating" is quite conditional, forasmuch as such persons have only a rather limited range of rights and responsibilities in common with the spouses.

The basis for the emergence of actual marriage relations is the long coexistence of a man and a woman in one family, maintaining a common household, mutual material and moral support without registering a marriage between them. In addition, a supplementary feature is also distinguished in the science as an external manifestation of actual marital relations, which are not hidden in relation to third parties [3, p. 8-9], which is important in proving the fact of the existence of actual marriage relations, in the event of their non-recognition or dispute by third parties.

The law determines for persons who are in a de facto marital relationship the right to common joint ownership of property acquired during joint residence (Article 74 of the FCU); in this aspect, they are legally equated to the spouses. An important condition for the emergence of the relevant rights is not being of any of these persons in marriage with another person. In addition, if the cohabitation of such persons lasts for at least five years, they have the right to inherit property by law after the death of one of them as heirs of the fourth queue.

Thus, we can conclude that persons living in de facto marital relations, in matters of joint property, are equated to spouses, as well as partially equated in inheritance rights.

The religious rite of marriage is another reason for the emergence of relations similar to marriage. Relationships arising on the basis of such a ritual have no legal consequences. From a legal point of view, the status of persons who have married in the church is not different from the status of unmarried persons. Herewith, if after the conclusion of a marriage in the church, persons live together, run a common household and support each other, then the status of persons in de facto marital relations may extend to them.

In the modern science of family law, the issue of the possibility of the emergence of family legal relations between persons of the same sex is debatable. Same-sex marriages have become widespread in foreign countries, including Denmark, Norway, Sweden, Greenland, Iceland, the Netherlands, France, Belgium, Germany, Finland, Luxembourg, New Zealand, the United Kingdom and Northern Ireland, and the Czech Republic, as well as in some regions of North and South America, the possibility of creating same-sex unions has been enshrined at the legislative level. Their creation has legal consequences similar to marriage. A feature of such a union is the absence of common biological children in it; however, its members are given the right to adoption [2, p. 208]. Taking into account the legislative definition of marriage as a union of a man and a woman (part 1 of article 21 of the FCU), we believe that currently in Ukraine there are no prerequisites for granting legal status to same-sex family unions. In this regard, we fully share the scientific viewpoint of V.A. Vatras. The scholar, without denying the possibility of implementing and protecting this kind of human relations by law, considers it inexpedient to endow same-sex couples with family legal status [1, p. 70]. Thus, there are no prerequisites for classifying the subjects of same-sex family relations as persons equated to spouses by legal status in Ukraine nowadays; however, it is possible that in the future science will be developed in the direction of giving such relations the status of marital relations.

Thus, living as a family, running a joint household and not being in another registered marriage are the only grounds for the emergence of certain inheritance rights of spouses, persons who are not in a registered marriage.

Consequently, the chief basis for inheritance by law after the death of one of the spouses is marriage and the acquisition of property in the common joint property of the spouses. For this reason, we support the viewpoint of Ovchatova-Redko A.O., who has generalized the conclusion that the living of a man and a woman in a common family without registering a marriage creates quite significant problems in the implementation of the ownership right to a share in property, which is the object of common joint ownership of the actual spouses. Furthermore, more problems arise in case of the death of one of them; therefore, the only prerequisite for the effective implementation of such a right is knowledge of the relevant legislation and the ability to implement this knowledge into practice [3, p. 5-6].

Inheritance rights of persons equated to spouses are quite limited, they include as follows: the right to inherit by will, the right to inherit by law (provided living in a common family for at least five years) and the rights related to them.

The inheritance by will is the most effective type of inheritance after the death of one of the persons who have been in a de facto marital relationship. Considering that the property acquired by such persons during their lifetime is their common joint property, by analogy with the property of the spouses, the person has the right to bequeath his share in the property to its determination and allocation in kind.

At the same time, after the death of the testator and the opening of the inheritance, the notary must allocate the share of the other co-owner from the common property (who was with the deceased in actual marital relations), and the rest of the property, that is, the share of the deceased, should be included in the hereditary estate. In case the inheritance is conducted by will, but the testator has not determined the size of the shares of the heirs, then such shares are equal.

However, it should be borne in mind that the co-owner, who is the person who was in a de facto marriage relationship with the deceased, may claim the pre-emptive right to a share in the common property in kind. Such a division may affect the rights of other heirs.

The size of the share in the inherited property of a person who was in a de facto marital relationship with the deceased is affected by the presence of persons entitled to inherit the obligatory share. Mandatory shares are first allocated from the hereditary estate, and only then the remaining property is distributed among the testamentary heirs.

In contrast to the inheritance rights of spouses, persons who lived in a common family without registering a marriage are not entitled to draw up a common will in relation to the property belonging to them on the basis of the right of common joint ownership. It should be noted that the assignment of such a right to the spouses was aimed, to a greater extent, at protecting the property interests of the survivor of the deceased. In the case of drawing up a joint will, the other spouse retains the right to use things / property that they together acquired with the deceased prior to his death, ensuring the invariability of living conditions, maintaining housekeeping.

Persons living in a common family without registration of marriage are deprived of the right to draw up a joint will, which is considered as a restriction of their rights, according to our viewpoint, taking into account the following arguments. The FCU equated the property rights of spouses and cohabitants without registration of marriage, recognizing the presumption of common joint ownership of property acquired during marriage or cohabitation. The joint will of the spouses is a guarantee that in case of death of one of the spouses the other will not be deprived of the property acquired in the marriage, in connection with the transfer of part of such property to the heirs. He will be guaranteed until death the right to own and use the property acquired in marriage, with the exception of the right to dispose it. Persons living together without registration of marriage are

deprived of a guarantee for the use of joint property until the death of both of them, forasmuch as the share in the joint property of the deceased will be inherited in the manner prescribed by law. In our opinion, ensuring the right of common joint ownership of persons being in a de facto marital relationship should be carried out both at the stage of acquiring such property and in case of death of one of the co-owners by granting such persons the right to make a joint will.

Another inheritance right granted to persons who have lived together without registration of marriage is the right to inherit by law. In accordance with Article 1264 of the Civil Code of Ukraine, persons who have lived with the testator in a common family for at least five years, have the right to inherit under the law in the fourth queue prior to opening of the inheritance [7]. Without contradiction, the fact of living in a common family with the deceased must be proved in court, however, this will ensures as follows: first, the exclusion from the property to be distributed by inheritance, the share of the person who was with the deceased in the actual marital relationship; secondly, it will provide the person with the right to inherit by law as the heir of the fourth queue. Although, the inheritance of such a queue is not frequent, the very fact of acquiring the right is important. In the time following, the order of the queue can be changed by agreement of all heirs, drawn up by a notarized contract, or, subject to certain conditions, in court. For instance, Article 1259 of the CCU stipulates that a person who is an heir at law of the subsequent queues may, by court decision, receive the right to inherit together with the heirs of the queue that has the right to inherit, provided that he has long cared for, materially provided, ensured another assistance to the testator who was helpless due to old age, serious illness or disability [7].

The experience of European countries in the legal regulation of inheritance by persons who are in an unregistered marriage after the death of one of the de facto spouses is ambiguous. For example, in Austria, since 2009 spouses and extra-marital registered same-sex partners have been equal in succession. Now,

the so called Lebensgefährte (non-registered partner) can also be intestate heir, but only if there're no other eligible heirs. Additionally, the law recognizes him a special succession right, i.e. the right to stay in the family house and to use the chattels therein. This right normally belongs to the non-registered partner only if the partnership lasted at least 3 years. The partnership should not be an extra marital one. The special right recognized to the non-registered partner has duration of only 1 year from the deceased's death [8, p. 15].

In Belgium, there're some differences between the succession rights of the surviving spouse, the surviving legal cohabitant and the surviving de facto cohabitant. The spouse is intestate heir and has a right to a reserved share too: he or she inherits at least 1/2 of the estate in usufruct and his or her reserve must include at least the usufruct of the family home and its furniture. The legal cohabitant has a usufructuary or a tenancy right on the house of the main residence as well as a usufructuary right on its furniture. However, the deceased can disinherit him or her or limit his or her right by means of a will. There are no specific succession law rules dealing with the inheritance rights of de facto cohabitants [8, p. 38].

In France, there is no distinction between the inheritance rights of heterosexual and homosexual couples, whether married or in a civil partnership. However, a partner's rights differ from those of a spouse in that a partner in a civil partnership is not automatically an heir. To enjoy inheritance rights, the partner must be designated in a will. The partners in a registered partnership only have the usufruct rights over the family house after their partner's death in accordance with article 763 of the Civil Code [8, p. 250].

Conclusions. Therefore, the basic issue in ensuring the inheritance rights of spouses is determining the shares of each of them in the joint property in order to allocate the inheritance. The following circumstances may influence on changing the size of the spouses' shares in the common property, namely: the conclusion of a marriage agreement, the acquisition of property during the regime

of separate residence of the spouses, the conclusion of an agreement on the division of the spouses' property, the conclusion of an inheritance contract. The current legislation requires amendments in the context of creating additional opportunities for the notary to clarify the fact of the existence of these circumstances in a particular case.

Persons, who are not in a registered marriage, have only separate inheritance rights, the basis for the occurrence of which is living in a common family, running a common household and not being in another registered marriage. The volume of inheritance rights of persons legally equated to the spouses is much smaller than the volume of similar rights of the spouses. However, persons, being in a de facto marital relationship, have the right to inherit in the event of the death of one of them both by law and by will, subject to statutory restrictions. The analysis of the legal regulation of the institution of inheritance rights of persons legally equated to spouses, gives grounds to conclude that the current legislation needs to be revised towards expanding such rights, as well as detailing their legal regulation.

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