FROM THE IUSTORIA BLOG

My Co-Owner Is Offering Too Little for My Share. Which Valuation Counts, and How Do I Reach a Fair Price?

> *Probate valuations, bank valuations, estate agents' estimates and expert reports give different figures for the same house. Which price a Czech court uses and how to negotiate.*

MGR. BÁRA BARTOŇKOVÁ

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Two siblings inherit their parents' house. They agree that one will keep it and buy the other out. That part goes quickly. Then someone names a figure, and the talks grind to a halt.

I see this often in practice: nobody disputes that the co-ownership should end, the only argument is about the price. The counter-offer can be as much as three times the offer. And most often it comes down to one side relying on the valuation from the probate proceedings.

The court, however, works from the usual price of the whole house at the time it decides, and calculates the share from that. The probate valuation is not decisive. Before you start negotiating the price, get your own expert report.

This article deals only with the price: where such different figures come from and how to arrive at one that will hold up. It applies to co-ownership in shares (*podílové spoluvlastnictví*), typically after an inheritance. A house that forms part of the spouses' community property (*společné jmění manželů*) is settled under different rules (Section 736 et seq. of the Czech Civil Code); I write about property settlements on divorce in Uncontested vs. Contested Divorce.

Four valuations of one house

The valuation from the probate proceedings. In Czech probate proceedings (*dědické řízení*), the court works from the heirs' joint declaration or from a valuation by the person administering the estate. It orders an expert report only where there is good reason. The relevant point in time is the date of death (Section 181 of the Act on Special Court Proceedings). So the figure in the probate decision is often simply the one the heirs once agreed on, and it reflects prices at the time the parents died.

The bank's valuation. For a mortgage, the bank values the property it takes as security at the usual price or market value, and the valuation must be impartial (Section 113(3) of the Czech Consumer Credit Act). But this valuation serves the bank's lending decision and reflects the date on which it was made. If you paid for it, the bank must give you its result and the reasoning behind it (Section 83(2)).

The estate agent's estimate. It tells you what the house could be put on the market for. It is not an expert report. Expert work may be carried out only by experts, expert offices and expert institutes (Section 2 of the Czech Experts Act).

The expert report. It sets the usual price (*cena obvyklá*; roughly, the open-market value), meaning the price at which the same or a comparable property sells in the ordinary course of business on the valuation date. It does not reflect financial distress of the seller or buyer, family ties between them or any special attachment to the property (Section 2(2) of the Czech Property Valuation Act). Sentimental attachment to the family home will not push the price up, and one of you needing money quickly will not bring it down.

Which price the court uses

If the court awards the house to one of the co-owners in return for reasonable compensation (Section 1147 of the Civil Code), the amount of compensation is *"based on the usual price of the common property, that is, the price at the given place and time at the time of the decision"*. That is how the Czech Supreme Court summarised its settled case law in its judgment file no. 22 Cdo 4856/2017 of 12 November 2019.

Two practical points follow. A valuation as at the date of your parents' death is not decisive for the court. And even an expert report you had done years ago may not hold up if prices have moved in the meantime.

The share is calculated as a simple proportion of the price of the whole property, and the court does not apply any discount to a minority share. It may increase or reduce the compensation only exceptionally, on grounds of good morals. In the case just mentioned, which concerned a share bought at auction, it was the court-appointed expert himself who took a quarter off the price of the share. The courts at both levels adopted his figure, and the Supreme Court set aside both judgments because they departed from its settled case law. So read the whole report, not just the last page with the conclusion.

Who can commission an expert report

Anyone can. You don't have to wait for the court. If you agree a contractual fee with the expert, it must be agreed in writing and in advance and must not depend on the outcome of their work; otherwise the fee is set under the implementing decree. The expert must state in the report whether a contractual fee was agreed (Section 31 of the Experts Act). Settle both the price and the delivery date before the expert starts.

In court, a report submitted by one of the parties is treated in the same way as a report ordered by the court. It must meet all the statutory requirements, and the expert must attach a declaration that they are aware of the consequences of a knowingly false report (Section 127a of the Czech Code of Civil Procedure). The other parties can comment on it, in particular on the person of the expert, their field and branch, the brief and the sources used.

The court can also appoint an expert itself (Section 127 of the Code of Civil Procedure).

Before approaching an expert, look them up in the public register of experts kept by the Czech Ministry of Justice. An expert may give an opinion only in the field and branch for which they are authorised (Section 1(3) of the Experts Act).

How to challenge a poor expert report

An expert report must be complete, truthful and open to review. The law also prescribes its parts, including the brief, a list of sources, the findings, the reasoning, the conclusion and the expert's declaration (Section 28 of the Experts Act). These are exactly what you should ask about:

- As at what date did the expert value the property, and did they value the whole house or only the share?
- Did they go inside, or did they assess the condition only from the outside and from photographs?

- Which sales did they compare it with, and how similar are those properties to your house?
- Did they deduct something that does not belong there, such as a discount because it is only a share?

Put your objections to the court in specific terms and ask it to examine the expert. If the objections raise doubts in the court's mind about the accuracy of the report, the court must ask the expert to explain. If that does not help, it asks the expert to supplement the report or has it reviewed by another expert (Section 127(2) of the Code of Civil Procedure).

Case 22 Cdo 4856/2017 shows how much the expert's examination matters. The appellate court set aside the first judgment precisely because the court of first instance had not summoned the expert to respond to the parties' objections.

Investments, and one of you living in the house

The expert values the house in the condition it is in, so including the new roof or kitchen. If one of you paid for them alone, or lived in the house for years while the others did not, this is dealt with as a claim between the co-owners. Such claims are settled alongside the price when the co-ownership is dissolved (Section 1148(1) of the Civil Code). Expenditure that one of you made without notifying the others and obtaining their consent can be claimed from them only proportionately and only to the extent that it increased the value of the house. The exception is necessary costs of saving the house, such as an emergency repair (Section 1136). These claims are subject to limitation, so don't sit on them.

In negotiations the two tend to get mixed up: “I put money into it, so I'll pay you less.” Keep them apart. First the price of the house and the share calculated from it, then the accounts between you. Each figure can then be defended on its own.

When one of you is a child or under guardianship

Adult co-owners with full legal capacity can agree on any price they like. But if one of the co-owners is a minor child or a person for whom the court has appointed a guardian, that freedom ends.

Any transaction by which a child acquires or disposes of immovable property or a share in it always requires the court's approval (Section 898(2)(a) of the Civil Code). A guardian who manages the assets of the person in their care may not dispose of that person's share in a property, or acquire a share for them, without the court's approval (Section 483(2)(b)). Regardless of that, a guardian always needs the court's approval when the person in their care acquires or disposes of assets worth more than five hundred times the subsistence minimum or more than half of their assets (Section 483(3)). And if a parent is the other party to the agreement, typically where a mother inherited the house together with her children, she cannot represent the children herself. Where there may be a conflict of interest, the court appoints a special guardian for them (Section 892(3)).

In my experience, the guardianship court (*opatrovnický soud*) reviewing such an agreement looks above all at the price it is based on. The whole matter then rests on the expert report, even if it is ultimately settled amicably. Plan for this from the start and commission the report so that it will stand up before that court too.

How to negotiate the price

An expert report before the talks. Whoever comes to the table with a figure from an expert starts from a stronger position than someone who has only an estimate. Have the report prepared with the declaration under Section 127a of the Code of Civil Procedure, so that you can also use it in court.

An offer with reasons. Set out the price of the whole property you are working from, the proportion in which you divide it and which mutual claims you are setting off. The other side can then dispute a specific item rather than just the overall figure.

Agreement at least on the price of the whole. Even if you don't agree on everything, a price you have both confirmed narrows the dispute. The court can take the parties' matching statements as its own findings of fact (Section 120(3) of the Code of Civil Procedure).

Mediation. It helps where the figures are not far apart and the sticking point is the relationship rather than the numbers. Even once proceedings are under way, the court can order a first meeting of up to three hours with a registered mediator and stay the proceedings for up to three months (Section 100(2) of the Code of Civil Procedure). When mediation makes sense is covered in When to Go to Court and When to Mediate.

Court. It pays off when the gap between the offer and what you can realistically expect from the court is larger than what the proceedings will cost you. In this type of dispute, each party usually bears its own legal costs. The Constitutional Court allows an exception for obstruction or vexatious exercise of rights, which the court must then convincingly justify (finding file no. IV. ÚS 404/22). You cannot influence how long the proceedings take; that depends on the court, the expert and whether anyone appeals.

Is your co-owner offering you too little for your share, and you don't know what price they are working from? I handle civil disputes and can help you assess the valuation and the expert report and prepare an offer you can defend both at the negotiating table and in court. Call me on +420 732 464 372 or email bartonkova@iustoria.cz.

This article describes the law as at 3 November 2026. It is for information only and does not replace legal advice on a specific matter.

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