**MT v. Spain**

1. The authors of the communication dated 7th February 2019 claim that the eviction by the State party from their current housing would violate their rights under the article 11 of the International Covenant on Economic, Social and Cultural Rights by Spain. The Optional Protocol entered into force for Spain on 5 May 2013.

**Facts as presented by the author**

2.1 The authors inform that they have been renting a flat in Mostoles (Madrid) which was owned by IVIMA, the social housing services of the Community of Madrid, with whom the authors have signed a contract with a buying option. The rent was 481,51 Euros per month. On 25 October 2013, IVIMA has sold the flat to a private fund.

2.2 During two years, the new owner made an addendum to the authors’ contract increasing the rent to 614,54 Euros per month, an amount that the family could not afford. Indeed, the authors are unemployed, despite the fact that they are both looking for an employment. Moreover, both authors are persons living with disabilities.

2.3 The new owner of the flat initiated legal proceedings to have the authors evicted from their home. In October 2017, the Court in charge of the case issued an eviction order for default of payment of the rent, asking the authors to pay 7.418,30 Euros. The Court also ordered the termination of the rent contract.

2.4 On 12 February 2018, the Court postponed for one month an eviction initially planned for 5 March 2018. The Court took into account the situation of unemployment of the authors, their disabilities, other situations of vulnerability, and the fact that the authors had requested an alternative housing without any result.

2.5 In January 2019, the Court established a new eviction date for 25 February 2019. On 19 February 2019, the Court postponed the eviction once again, and re-scheduled it to take place on 19 March 2019.

2.6 The authors indicate that they have requested an alternative housing to the IVIMA and the City Council of Mostoles without any result.

**The complaint**

3.1 The authors claim that the State party would violate their and their son’s rights under article 11 of the Covenant, if they are evicted from the flat they currently occupy, as they will become homeless.

3.2 The authors indicate that, as from November 2018, they started to receive a subsidy form the Social Services of 650 Euros per month, which is not sufficient to pay for a rent and for buying basic items.