The authors of the communication are a man and his elderly mother with 65% of disability. The authors claim that their eviction would violate their rights under article 11 of the International Covenant on Economic, Social and Cultural Rights.

 In 2007, the authors signed a social housing lease with IVIMA, the social housing institution of the Community of Madrid, renting a flat in Ensanche de Vallecas (Madrid). In 2013, IVIMA sold the flat to a private fund, which subrogated itself in the position of IMIVA regarding the lease and all its obligations. Four days after the sale of the flat, the authors received a letter from the private entity informing them about the acquisition of the property and the non-alterations of the conditions of the contract. However, the authors submit that the rent was raised without justification and the company requested them to pay the real State tax (impuesto del IBI) which formerly was paid by the social housing institution. The author made a payment arrangement with the company to cover the amount that he owed them because of the new charge of the IBI. However, when they paid the rent of November 2017 they entered into a disagreement with the owner, since the company considered that such payment corresponded to the IBI and that therefore they had not paid the rent of that month.

In 2017, the private entity sued the authors claiming the payment of the rent. The authors argued that it was the real State tax that was left unpaid, not the rent. In 2018, the Court ruled against the authors and ordered them to vacate the property. However, the authors did not vacate the property as they argue that they have no alternative housing. Therefore, the Court ordered the authors’ eviction. The first eviction was postponed after the authors’ request for suspension.

 In 2018, the authors applied again for social housing from IVIMA and from the city hall of Madrid, but they had not received an answer at the time of registration of their individual communication. The authors claim that the private entity did not fulfil the terms of their agreement, as it increased their rent unjustifiably and forced them to pay a tax that should have been paid by it as owner of the property.

 The authors submit that they have not been able to find an alternative in the private housing market, as their income is not stable. Finally, the authors claim that they have no alternative housing in their social or family networks.

The authors claim that in the event of an eviction from their home, the State party would violate their rights under article 11 of the Covenant, as it has not provided any adequate alternative housing.