The authors of the communication are a woman and a man acting on their own behalf and on behalf of their two minor daughters. The authors claim that their eviction would violate their rights under article 11 of the International Covenant on Economic, Social and Cultural Rights.

In 2014, after losing their jobs, the authors moved into an empty flat owned by a financial entity without having a legal title for such use. They unsuccessfully contacted the entity requesting to regularize their situation and to enter in a social lease with the entity.

The financial entity initiated legal proceedings against the authors to obtain their eviction for illegal occupation of the property (usurpation). In December 2015, the relevant Court found the authors guilty of usurpation and fined the authors with a three-month penalty with a daily payment of 3 euros and legal costs. In case of non-payment, the penalty would be 1 day of deprivation of liberty for each two daily payments missed. The Court also ordered the eviction of the authors. The Court of Appeal found that the authors were not criminally responsible of usurpation due to exculpatory circumstances, namely their situation of absolute economic precariousness. However, the Court imposed them legal costs and did not revoke the eviction order of the lower court, as it considered the complete exoneration of criminal responsibility compatible with finding the occupation illegitimate to protect the right to property.

In 2017, the Court ordered the eviction of the authors and their daughters twice. In both occasions, the eviction was suspended. The authors requested social housing, but the Community denied their request because they were occupying a flat without a legal title. On 4 January 2018, the Court ordered the eviction of the authors and their children to take place on 9 March 2018.

At the moment of submission of the complaint, the authors and their children depended on a monthly social income and a part-time job which amounts to 664,11 euros. The authors had requested social housing since 2008 but all their requests have been denied.

The authors claim that if they are evicted, the State party would violate their right to housing under article 11 of the Covenant, as it has not provided any adequate alternative housing. The authors claim that their financial situation does not allow them to afford housing in the private market.