The authors of the communication are a couple and their daughter, who is living with a 76% disability, as well as another family composed of a woman, a man, and their three minor children, including a baby. The author claims that their eviction would violate their rights under article 11 of the International Covenant on Economic, Social and Cultural Rights.

The authors have been renting a flat during the last 7 years. Despite the fact that there is a single rental contract, the flat has been divided in two smaller apartments by the previous owner, each family was occupying one of them and paid a rent of 400 euros. Through successive inheritance in several generations, the ownership of the building ended up divided into three shares of 33,33% each. The first two shares belonged to successors of the original owner, while the third one had been sold to a real estate company specialized in properties divided through inheritance.

In January 2018, the authors received a correspondence from the private company communicating the termination of the contract. Since then, the authors stopped paying the rent.

The owners of the apartment initiated legal proceedings against the author to obtain their eviction for non-payment. The relevant Court ordered the authors’ eviction from the apartment. The eviction was supposed to take place on 2 July 2018 and 21 November 2018, but it was suspended and postponed by the Court due to the author’s request for suspension, based on their situation of vulnerability. A new eviction date was set for 18 January 2019. Additionally, three orders of eviction for the same day were issued against three other families living in the same building.

At the moment of submission of the complaint, the first family depended on a monthly social income which amounts to 1,235 euros, while the second family depended on a monthly social income amounting to 662 euros. The first family was on the waiting list for a social housing, while the second family did not receive any answer since submitting their request for social housing.

The author claims 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 for neither of the families. Additionally, the authors claim that the State party would fail to protect their right to housing as four evictions of five families were ordered to take place on the same day. The authors claim that the financial situation of both families does not allow them to afford housing in the private market.