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Committee on Economic, Social and Cultural Rights**Views adopted by the Committee under the Optional Protocol to the International Covenant on Economic, Social and Cultural Rights, concerning communication No. 222/2021^{*,**}**

<i>Communication submitted by:</i>	E. P. (not represented by counsel)
<i>Alleged victims:</i>	The author, his spouse K. E., and their children
<i>State Party:</i>	Italy
<i>Date of communication:</i>	22 July 2021 (initial submission)
<i>Date of adoption of Views:</i>	13 February 2026
<i>Subject matter:</i>	Forced eviction of a family without an alternative housing
<i>Procedural issue:</i>	Exhaustion of domestic remedies
<i>Substantive issue:</i>	Right to adequate housing
<i>Article of the Covenant:</i>	11
<i>Articles of the Optional Protocol:</i>	3 (1) and 5

1.1 The author of the communication is E.P., an Italian national, born in 1974. The author claims that the State Party violated his and his family's rights under article 11 of the Covenant by evicting them from the property they live in without alternative housing. The Optional Protocol entered into force for the State party on 20 February 2015. The author is not represented by counsel.

1.2 On 28 July 2021, the Committee, acting through its Working Group on Communications, registered the communication and, in accordance with article 5 of the Optional Protocol, requested the State Party to take measures to avoid possible irreparable harm to the author and his family by suspending their eviction from the accommodation they were occupying while the communication was under consideration by the Committee or, alternatively, by granting them alternative accommodation appropriate to their needs, within the framework of genuine and effective consultation with the author.

* Adopted by the Committee at its seventy-ninth session (9–25 February 2026).

** The following members of the Committee participated in the examination of the communication: Aslan Abashidze, Nadir Adilov, Lazhari Bouzid, Asraf Ally Caunhye, Peijie Chen, Laura-Maria Crăciunean-Tatu, Charafat El Yedri Afailal, Peters Sunday Omologbe Emuze, Santiago Manuel Fiorio Vaesken, Ludovic Hennebel, Joo-Young Lee, Karla Vanessa Lemus de Vásquez, Serec Nonhasoot, Laura Elisa Pérez, Julieta Rossi, Preeti Saran and Michael Windfuhr. Pursuant to rule 23 of the rules of procedure under the Optional Protocol, Giuseppe Palmisano did not participate in the examination of the communication.

A. Summary of the information and arguments submitted by the parties

Factual background¹

Before registration of the communication

2.1 The author was born in Italy while his spouse K. E. emigrated to Italy from the former Yugoslavia in the nineties. They have two minor children, a son and a daughter, L.P. and G.P., born in 2006 and 2008, respectively. The younger child suffers from nocturnal epilepsy. The author submits that he works 5 days a month and 40 % of his salary consists of subsidies. The family's income, calculated in compliance with the ISEE, stands at 10,169 EUR/year. He claims that he would not be able to cover the costs of even a studio apartment outside Fiumicino.

2.2 In 2007, the author signed an agreement to buy a property of 47 m², to be built in a subsidized housing complex co-funded by the Municipality of Fiumicino. As part of a social housing plan called *piani di zona*, the properties could not be sold or rented at free-market rates. During the property's construction, the author paid 40000 EUR to the building constructor and an unspecified sum to the real estate agency. Once the property was handed over with a significant delay in 2010, the author and his family did not acquire ownership but were required to pay a rent, which would be deducted from the final price of the property. Under this arrangement, the author paid another 40000 EUR to the building constructor. In 2014, the author discovered that the amount of rent demanded by the constructor was illegal. The constructor, however, refused to reimburse the difference between the amount paid and what could have been lawfully requested. The family also discovered significant deficiencies as regards the quality of the apartment.

2.3 In 2018, the constructor's company declared bankruptcy. A curator was appointed for the case before the Bankruptcy Court of Rome. In 2019, the author's family and those in the same situation made offers to the curator to buy off their claimed properties. However, these were turned down because the curator, who should satisfy the claims of the creditors of the company, wanted to sell the properties at market price. The curator decided not to renew the "rental agreement" and force the author to move out of the property.

2.4 On 1 October 2019, the author was notified of an eviction order against him. In the decision, it was indicated that occupants without valid legal title should leave the property because "an empty house can be better sold at an auction than an occupied one". In the same month, charges were brought against the constructor company for aggravated fraud committed to the detriment of the author and other persons and institutions involved. In November 2019, the bankruptcy procedure was closed.

2.5 In November 2019, basing his request on the criminal procedure launched against the company, the author submitted a request to court to suspend the eviction procedure. The request was rejected in January 2020. In December 2019, the Regional Council of Lazio Region that provided public funding to the constructor company to finance the construction of the subsidized housing complex launched a procedure to withdraw the public funding due to negligence. On this ground, the author submitted another request to court to suspend the eviction procedure, but this was not adjudicated on.

2.6 In February 2020, a new law was passed allowing for the suspension of evictions in case of subsidized housing projects should there be a withdrawal procedure in effect as regards the public funding awarded to the constructor company, or if a criminal procedure was launched against it. On this ground, the author again requested the suspension of the eviction procedure, which was only responded to and rejected in May 2020 (the decision was dated March 2020).

2.7 In April 2020, the State party suspended all evictions until September 2020 because of the COVID-19 pandemic.

¹ The facts have been reconstructed on the basis of the individual communication and the information subsequently provided by the parties.

2.8 In May 2020, the Regional Council of Lazio Region decided to withdraw the public funding from the constructor company. This decision was appealed to the Administrative Court by the mayor of Fiumicino for unknown reasons. No hearing had been scheduled by the date of submission of the present communication.

2.9 In January 2021, a fifth request to suspend the eviction procedure was submitted to court by the author. This was again rejected with the reasoning that the court does not deal with social matters.

2.10 In May 2021, the company was indicted of fraud and the case was sent for trial with the first hearing set for 22 March 2022.

2.11 The author and his family were evicted on 12 September 2024.

Complaint

3.1 The author invokes article 11 of the Covenant to claim that the State Party's public authorities are not enforcing properly the fundamental economic, social and cultural rights that the State party agreed to pursue.

3.2 Firstly, the competent authorities should have monitored the use of the social housing they contributed to build, ensuring no fraud is committed, since the aim of the public investment in social housing is to accomplish the task of properly accommodating those who have reduced access to the free housing market, not to favour private gains such as the ones that the constructor company obtained.²

3.3 Secondly, the author claims that the enforcement of the eviction order would not be proportionate and he and his family would become homeless. The author reiterates that no hearing is likely to occur in the court procedure between the Region and the Municipality until 4 more years.³

State Party's observations on admissibility

4.1 Regarding admissibility, in its observations of 26 November 2021, the State Party argues that the author had not exhausted domestic remedies before turning to the Committee. The State Party argues that the dispute concerns a Public Residential Building Plan (ERP/Edilizia Residenziale Pubblica) in Fiumicino, which was fully implemented: the dwellings were built, tenants enjoyed subsidized rents for eight years, rent overcharges were corrected retroactively, reimbursements were granted, and properties were offered for sale at the agreed subsidized price. Following Cicchetti S.r.l.'s bankruptcy, the insolvency procedure honored tenants' rights, including credit notes and deposits. Alleged fraud by Cicchetti was neutralized, and criminal proceedings against him are ongoing. Some tenants refused to purchase and now occupy the properties without payment, but no one has been rendered homeless, and evictions have not yet occurred. The authors have not pursued all available domestic remedies—such as filing civil actions to contest eviction orders, seeking enforcement of their purchase options before civil courts, claiming reimbursement or damages through the bankruptcy proceedings, or joining the criminal case as civil parties.

4.2 The State party clarifies that in 2016, the Municipal Council noted that the company renting the property had exceeded the maximum rental price and rectified it with retroactive effect. This decision was appealed by the company, but the appeal was rejected. As a result, the company issued a credit for each of the tenants and those tenants that wished to opt for the purchase of their apartment could make a deposit. However, some of the tenants refused to purchase the property, withdrawing from the preliminary sales agreements and continued to occupy the properties without paying any rent. Later, in 2018, the company was declared bankrupt.

4.3 The State party summarises therefore that the tenants were granted a dwelling with subsidised rent for eight years, plus the time occupation free of charge while the bankruptcy

² The author is also relying on articles 22, 25(1), 16(3) and 25(2) of the Universal Declaration of Human Rights.

³ The actual eviction took place on 12 September 2024.

proceedings took place. The tenants were granted the right to be reimbursed for the excessive lease price that had been wrongly charged, and they were all given the opportunity to purchase the property at a subsidised price. The State party concludes that whatever damage was caused by the company's actions, was compensated by the administration's response.

4.4 As a result of the bankruptcy procedure, which is still underway, those apartments that were not bought by the tenants were sold out to cover for the company's debt and need to be vacated, even though no tenant had been evicted at the time of the submission of the State party's observations.

4.5 On 22 March 2022, there was a hearing against the head of the company's administration, the author being one of the civil parties. This procedure has not concluded yet.

Author's comments on the State party's observations on admissibility

5.1 On 30 December 2021, the author submits that the 2016 local administration's resolution rectifying with retroactive effect the rental price arrived very late, and only after the intervention of the tenant's association for which he is the spokesperson. According to the author, the local administration always sided with the owner, and they did not contest the owner's appeal. This appeal was not successful only thanks to his association's intervention in the proceedings. The author adds that the person in charge of the investigation in the local administration has a conflict of interest, as she owns also a social housing, although it is unclear if that is under the same or another project.

5.2 The author submits that the credit granted to the tenants following the local administration's decision was wrong and that the documents had no legal value⁴.

5.3 Regarding the State party's submission that tenants had the possibility to buy the property, the author submits that the company was requesting payment in advance, and he does not see why he should pay in advance whereas he had by law a right of first refusal at the end of eight years of lease. He further submits that the price calculated later under the bankruptcy procedure does not take into account the defaults in the construction, the financial situation of each tenant, or the amounts that they had advanced. He submits that most of the tenants that accepted to buy the properties have high income, have the apartments rented out, or could not be involved in judicial proceedings for personal reasons.

5.4 The author submits that the bankruptcy was closed in 2019⁵ and therefore those remedies have been exhausted. The author submits that the building works were faulty and have never been completed.

5.5 According to the author, whilst an eviction has not taken place yet, he has received an order to vacate the property, and the Court has requested assistance from the police to proceed with the eviction. The author further submits that he cannot apply for social housing because he is still considered beneficiary of social housing. He is currently an unsecured creditor, in the fourth groups of creditors in the priority line for reimbursement, so he has no chance of being reimbursed. For all those reasons, he considers that he will not be able to find alternative housing.

State Party's observations on admissibility and the merits

6.1 On 28 March 2022, the State party emphasizes that its constitutional framework, established by the 1948 Basic Law, is grounded in principles of democracy, human rights, equality, solidarity, and the rule of law, with work as a central societal value. The Italian legal system provides robust guarantees for fundamental rights, notably through the Constitutional Court, which acts as the highest guardian of the Constitution by reviewing laws and resolving disputes on constitutionality, allocation of powers, and presidential impeachment; its decisions are final and binding.

⁴ The evidence to support this claim is incomplete.

⁵ It is unclear if this is true because of later contradicting claims that the liquidation of the company's funds is still under way.

6.2 Regarding admissibility, the State Party reiterates that the communication fails to meet the requirement of exhaustion of domestic remedies, as relevant judicial proceedings—including bankruptcy and criminal trials—are still ongoing.

6.3 On the merits, the State Party argues that the ERP housing plan in Fiumicino fully achieved its objectives: 36 dwellings were built, assigned, and leased at subsidized rents for eight years, with an option to purchase at a reduced price. When Cicchetti S.r.l. incorrectly set excessive prices, the Municipality corrected them retroactively, defended tenants' rights before the Lazio Regional Administrative Court, and secured reimbursement of overpaid rents. After Cicchetti S.r.l.'s bankruptcy in 2018, the insolvency procedure honoured tenants' rights by crediting deposits and excess rents and offering properties for sale at ERP-compliant prices. Alleged fraud was neutralized, and no tenant was left homeless. Italy stresses that some tenants—including the author—refused to purchase and continue occupying the properties without payment, which it considers unjustified. Therefore, the State Party concludes that the communication is groundless, as the ERP plan was properly implemented and the author's rights as a tenant were safeguarded.

Author's comments on the State Party's observations on admissibility and the merits

7.1 On 20 June 2022, the author argued that the remedies cited by the State Party—bankruptcy and criminal proceedings—are neither effective nor timely, as they have not resulted in restitution of life savings lost through inflated rents and deposits paid over a decade ago. The bankruptcy process is unlikely to compensate unsecured creditors, and criminal proceedings have been delayed for years, risking prescription of offenses. The author stresses that no interim measures requested by the Committee in July 2021 to prevent irreparable harm have been implemented: eviction has not been suspended, no alternative housing has been offered, and the family remains at risk of forced eviction. Despite municipal social services assessing the family's vulnerability, no concrete solution was provided. The author contends that the State Party has failed to ensure effective remedies or comply with international requests for protection.

7.2 The author contends that the Italian Interministerial Committee for Human Rights (CIDU), despite its mandate under Ministerial Decree No. 517/2013 to promote measures ensuring compliance with international obligations and maintain relations with civil society, failed to engage or provide information on the case after the Committee requested interim measures to prevent irreparable harm. Attempts by the author and ASIA-USB to contact CIDU and request meetings were ignored or met with statements that CIDU does not communicate with complainants. The author argues that CIDU acted as a state advocacy body rather than fulfilling its proactive and consultative role, citing repeated refusals to meet and the official position that the Committee's decisions are not binding and cannot influence domestic judicial processes. This stance, according to the author, contradicts the State Party's obligations under the Covenant.

7.3 The author asserts that many constitutional guarantees in the State Party—such as the right to work (Articles 1 and 4), equality before the law (Article 3), judicial protection (Article 24), and accountability of public officials (Article 28)—are systematically disregarded, citing high unemployment, slow judicial processes, and corruption rankings. Chronic delays in criminal and administrative proceedings, including the author's own case, illustrate structural inefficiencies that undermine access to justice. The right to housing is notably absent from the Constitution, leaving only indirect references (Article 47) and weak legislative measures, while private property rights (Article 42) remain strongly protected. Despite laws supporting the social purpose of subsidized housing, enforcement is lacking, and bankruptcy courts prioritize creditors over legitimate occupants, even in cases involving public funds and alleged fraud. The author argues that CIDU's suggestion to invoke the Constitutional Court is misleading, as such appeals are limited to constitutional review of laws, not enforcement failures. Overall, the author contends that the State Party's institutions fail to apply constitutional principles and international obligations under the Covenant, resulting in widespread housing insecurity, insufficient social housing supply, and ineffective remedies for vulnerable families.

7.4 The author explains that subsidized housing (ERP) was intended for families with incomes too high for public housing but too low for market housing, with rules requiring

residency, income limits, and no prior housing subsidies. The ERP scheme in Fiumicino involved public land and regional funding, with rents fixed for eight years before an option to buy at regulated prices. However, due to lack of institutional oversight, the constructor imposed unlawful advance payments and inflated prices, forcing tenants into rent-to-own agreements. Despite repeated complaints since 2014, the Municipality of Fiumicino failed to enforce laws requiring supervision and reporting breaches, allowing irregularities such as provisional occupancy without proper utilities and inflated pricing. The author alleges systemic negligence and possible bad faith by municipal officials, citing conflicts of interest (e.g., officials owning ERP housing), failure to act on safety hazards, and attempts to suppress tenant protests. The Municipality even appealed against a regional act revoking public funding meant to protect the social purpose of housing, a move the author views as unprecedented and harmful to vulnerable families. The author's account suggests entrenched political and economic interests, highlighting the mayor's long-standing ties to the construction sector and influential figures, raising concerns about collusion and the prioritization of private interests over social housing rights.

7.5 The author reiterates his family's income is below the absolute poverty threshold, making alternative housing unaffordable, and their ties to the area—work, schooling, and medical care—are strong. Despite numerous legal actions, including criminal complaints, suspension requests, and appeals to national authorities, remedies have been ineffective due to judicial delays, prescription of crimes, and institutional inaction. The author argues that bankruptcy procedures are incompatible with ERP housing obligations, citing case law confirming that auction sales conflict with laws requiring fixed prices and eligibility criteria.⁶ His family remains at imminent risk of eviction, with no alternative housing offered, despite national laws and the Committee's request intended to prevent irreparable harm.

7.6 The author disputes the State Party's assertion that the ERP housing plan was fully implemented and that the bankruptcy procedure preserved its social purpose. He argues that the only reason eviction has not yet occurred is the temporary suspension of evictions during the pandemic, not institutional protection. Current auctions at market prices without eligibility checks contradict ERP rules and confirm that bankruptcy aims to maximize creditor recovery, not uphold social housing objectives—an approach explicitly stated by the bankruptcy judge. The Municipality of Fiumicino failed to revise sale prices as required by law and collaborated with the curator, even allowing meetings in municipal offices and supporting conditions that disadvantaged low-income families. The author highlights discriminatory practices, inflated valuations, and refusal to consider prior payments or inflated rents, making purchase impossible for vulnerable households. He cites numerous legal provisions (e.g., Law 865/71, Law 179/92) and case law (TAR Friuli, No. 283/1996) to show that bankruptcy management of ERP housing is legally incompatible with its social purpose. Despite repeated legal actions, appeals, and proposals, remedies have been ineffective, and institutions have ignored obligations to protect housing rights, leaving families at imminent risk of eviction and loss of life savings. The author concludes that only international intervention can trigger substitute powers under Article 120(2) of the Italian Constitution to enforce compliance with the Covenant obligations.

7.7 The author states that eviction would cause irreparable harm, as the family cannot access public housing under national law and lacks the financial means to secure private accommodation. Despite living frugally and pursuing all possible domestic remedies—including legal actions, appeals, and requests for institutional intervention—no compensation for lost savings or effective protection has been provided. Bankruptcy proceedings prioritize creditor repayment, leaving unsecured creditors like the author without hope of recovery, while criminal proceedings have already resulted in prescription for the company. Given chronic delays and institutional inertia, the author argues that only international intervention can safeguard the family's right to housing. He invokes Article 120(2) of the Italian Constitution, which allows the State to replace local authorities in cases of non-compliance

⁶ The author refers to Administrative Court of Friuli Venezia Giulia (TAR Friuli), Judgment No. 283/1996, which held that bankruptcy proceedings are incompatible with the social purpose of subsidized housing programs, as the logic of public housing (fixed prices and eligibility requirements) is fundamentally opposed to the bankruptcy system's objective of maximizing creditor recovery through public auction.

with international obligations, and requests the Committee to reaffirm the State Party's duties under the Covenant and recommend urgent measures (suspension of eviction or alternative housing) to prevent irreparable damage.

Additional submissions by the parties

8. On 22 November 2022, the State Party provided updated information from the Municipality of Fiumicino regarding the bankruptcy of Cicchetti Massimo Srl and the property at Via Berlinguer 21–27. Social services summoned tenants by registered mail and conducted interviews to assess their situation; 15 tenants, including the author, participated and reported their emotional state. The State Party confirms details about the author's family: a 48-year-old Alitalia worker on layoff since 2017 with an allowance of €1,500/month until 2023, a non-working spouse of Serbian origin, and two children—one with epilepsy under treatment but without recognized disability. The State Party informs that the Municipality offers ordinary welfare measures for households in socio-economic distress, subject to a social survey and needs assessment, but notes that no family has formally requested such assistance. The State Party reiterates its willingness to cooperate fully with international and regional human rights mechanisms and to comply with obligations under the Covenant.

9.1 On 17 May 2023, the author submits that the bankruptcy court assumed control, prioritizing creditor repayment and threatening eviction unless tenants purchased at market-based prices. The author cannot afford these prices and received an eviction order in 2019. Despite filing a criminal complaint in 2016, proceedings remain stalled, with repeated delays and risk of prescription. He argues that institutional negligence and corruption enabled this situation, and that the bankruptcy process disregards the social purpose of housing, evidenced by auction sales to non-eligible buyers. The author concludes that domestic remedies have proven ineffective, leaving his family at imminent risk of eviction and irreparable harm.

9.2 The author states that since the Committee's request of 28 July 2021 for interim measures under Article 5 of the Optional Protocol—suspension of eviction or provision of alternative housing—the State Party has taken no action. The family remains under constant threat of forced eviction, delayed only by pandemic-related backlogs, causing severe psychological distress and harm to the children.

9.3 The author describes in further detail his two meetings with municipal social workers (in April and December 2022) following summonses seemingly to assess socio-economic vulnerability. In the first meeting, despite presenting documentation proving financial fragility, the social workers refused to collect documents and offered no concrete solutions, acknowledging that regulations prevent reapplication for public housing and confirming the lack of available units. The second meeting revealed that the Prefecture was pressuring the Municipality to expedite evictions, contradicting the stated purpose of social protection and the Committee's request for interim measures. Proposed "support" was vague, limited to possible rent contributions or deposits without guarantees on duration or adequacy, and conditioned on vacating the current social housing—an option the author deemed impossible given income constraints and lack of alternatives. No concrete housing proposal was ever provided, and as of May 2023, the Municipality has not re-contacted the family. The author argues these actions reflect institutional disregard for international obligations and ethical standards, leaving families exposed to imminent eviction and homelessness.

9.4 The author argues that the latest State Party's observations misrepresent facts and omit critical information, aiming to discredit him while ignoring the Committee's interim measures request. He notes that the report relies on superficial details from social worker interviews, excluding evidence of socio-economic vulnerability that was offered but refused. Key omissions include his long employment history, current zero-hour layoff status, and worsening income, as well as his wife's age, citizenship, and lack of job opportunities despite formal availability declarations. The author challenges misleading phrasing suggesting benefits from his daughter's illness and vague references to "ordinary tools" and "welfare measures," which were never explained or offered during two lengthy meetings. He highlights contradictions between the Prefecture-driven eviction pressure revealed in December 2022 and the State Party's claim of proactive social protection. The State Party's assertion of cooperation with international mechanisms is deemed hollow, given its failure to suspend eviction or provide alternative housing, despite clear obligations under the

Covenant and Article 5 of the Optional Protocol. The author concludes that domestic remedies are exhausted, institutional responses lack credibility, and the Committee's intervention is essential to enforce compliance, potentially invoking Article 120 of the Italian Constitution to substitute local authorities in cases of Covenant violations.

9.5 On 19 October 2024, the author submits that on 12 September 2024, his family was forcibly evicted from their social housing by the court-appointed custodian and police. Attempts to present the Committee's request of interim measures and the communication were ignored. The eviction involved aggressive tactics, including tampering with the door lock to fabricate grounds for accusing the family of unlawful occupation, with threats of arrest under harsher penalties recently introduced for this offense. No alternative housing was offered, and all furniture and belongings were removed. The family lost their home and life savings classified as unsecured credit in bankruptcy proceedings, making recovery impossible. The bankruptcy process avoided reporting fraudulent bankruptcy and continued selling other social housing units to non-eligible buyers. The author claims years of legal efforts and expenses have been futile, leaving the family homeless and in severe distress. The author concludes that irreparable harm has occurred and that the State Party disregarded its obligations under the Covenant and the Optional Protocol.

B. Committee's consideration of admissibility

10.1 Before considering any claim contained in a communication, the Committee must decide, in accordance with rule 10 (2) of its rules of procedure under the Optional Protocol, whether the communication is admissible.

10.2 The Committee recalls that article 3 (1) of the Optional Protocol precludes it from considering a communication unless it has ascertained that all available domestic remedies have been exhausted. The Committee takes note of the State Party's argument that the author has not exhausted all available domestic remedies, because the civil (bankruptcy) and criminal proceedings were still under way at the time of submission, and because the author himself refused to make use of the opportunity he had by law to buy the apartment. The Committee notes the author's argument that these domestic remedies were either exhausted (bankruptcy procedure) or were not effective and timely (the criminal proceedings to which the author is a civil party), as they have not resulted in restitution of life savings lost through inflated rents and deposits paid over a decade ago. The Committee notes the author's assertion that the bankruptcy process is unlikely to compensate unsecured creditors, and that criminal proceedings have been delayed for years, risking prescription of offenses.

10.3 The Committee recalls that, for the purposes of article 3 (1) of the Optional Protocol, "domestic remedies" are all remedies available in direct relation to the events that initially gave rise to the alleged violation and that, prima facie, may be reasonably considered effective means of remedying the alleged violations of the Covenant.⁷ The Committee notes that the principal claim made by the author in his communication is that, because he had no alternative housing, evicting him and his family was a violation of the Covenant. Therefore, the remedies that must be exhausted are, first and foremost, those directly related to the eviction, such as remedies aimed at preventing or delaying the eviction or serving to notify the courts of the lack of alternative housing.⁸

10.4 In this regard, the Committee takes note of the undisputed fact that the author has exhausted the available remedies regarding his eviction claim, as he submitted five requests for the suspension of the enforcement of the eviction order to no avail. In the absence of a clear indication by the State Party of which other domestic remedies should be exhausted by the author, and based on the established fact that the author submitted five requests for the suspension of the enforcement of the eviction order, the Committee considers that the domestic bankruptcy and criminal proceedings cannot bring effective redress, and that the

⁷ *Hernández Cortés et al. v. Spain* (E/C.12/72/D/26/2018), para. 6.2, *Moreno Romero et al. v. Spain* (E/C.12/69/D/48/2018), para. 8.2. and *El Korrichi et al. v. Spain* (E/C.12/D/188/2020), para. 6.7.

⁸ *Moreno Romero et al. v. Spain*, para. 8.2. and *El Korrichi et al. v. Spain* (E/C.12/D/188/2020), para.6.7.

remedies regarding the eviction claim have been exhausted. The Committee, therefore, concludes that article 3 (1) of the Optional Protocol is not an obstacle to the admissibility of the present communications.

10.5 The Committee notes that the communication meets the other admissibility requirements under articles 2 and 3 of the Optional Protocol and, accordingly, declares the communications admissible and proceeds with its consideration of the merits.

C. Committee's consideration of the merits

Legal issues

11.1 The Committee has considered the present communication, taking into account all the information provided to it, in accordance with the provisions of article 8 of the Optional Protocol.

11.2 Following its consideration of the relevant facts and in the light of the parties' submissions, the Committee determines that the issue raised by the communication, and which must be resolved, is the following: whether or not the decision to evict, and the actual eviction of, the author, his spouse and their children without providing alternative housing or taking all reasonable steps to the maximum of the available resources constituted a violation of the right to adequate housing enshrined in article 11 (1) of the Covenant. To this end, the Committee will first examine whether the eviction process and the enforcement of the decision in respect of the author and his family complied with the guarantees required by the Covenant. Second, the Committee will determine whether the State Party fulfilled its duty to provide the author and his family, given their situation of vulnerability, with alternative housing or, failing that, whether it took other measures to satisfy their right to adequate housing to the maximum of its available resources.

11.3 To answer this questions, the Committee refers, first of all, to the standards relating to protection against forced evictions in the context of the right to adequate housing, as established in its Views in the case of *El Korrichi et al. v. Spain*,⁹ including the requirement for the principles of legality, necessity and proportionality to be respected in the context of evictions and the duty of the judge to weigh rights against each other when reviewing an eviction decision. In *El Korrichi et al. v. Spain*, the Committee sets out a series of procedural protections that should be afforded in relation to evictions, including an opportunity for genuine consultation on alternative housing with the affected persons, and, if a lack of resources means that there are no viable alternatives, a requirement for the administrative authorities to present the available options with a view to ensuring that the eviction will not leave anyone homeless.¹⁰

Proportionality test and the weighing of rights in the eviction of the authors and their children, best interests of the children and disproportionate impacts

11.4 The Committee will proceed to determine whether the authorities considered the proportionality of the objective of the eviction to its consequences for the persons evicted, including weighing the benefits of the measure – in this case, abiding to the bankruptcy procedures, auction sales and rights to compensation of secured creditors – against its possible consequences for the rights of the evicted persons¹¹ in the specific circumstances of the case.

11.5 The Committee refers to its Views in the case of *El Korrichi et al. v. Spain*, in which it set out a list of elements that must be assessed when analysing the proportionality of an eviction: (a) the availability of adequate alternative housing; (b) the personal circumstances of the occupants and their dependants and how those circumstances might give rise to one or more situations of vulnerability; (c) the occupants' cooperation with the authorities in seeking suitable solutions; and (d) the distinction between properties belonging to individuals who

⁹ *El Korrichi et al. v. Spain* (E/C.12/D/188/2020), para. 8.1 – 8.10.

¹⁰ *Ibid.*, para. 8.6.

¹¹ *López Albán et al. v. Spain* (E/C.12/66/D/37/2018), para. 11.5.

need them as a home or source of income and properties belonging to banks, financial institutions or other entities.¹²

11.6 In the present case, the Committee notes that, on 1 October 2019, the author was notified of an eviction order stating that “an empty house can be better sold at an auction than an occupied one,” while in the same month charges were brought against the construction company for aggravated fraud. After the bankruptcy procedure closed in November 2019, the author submitted multiple requests to suspend the eviction, which were rejected: first in November 2019, then again in December 2019, and a third time in February 2020 under a new law allowing suspension in cases of criminal proceedings or withdrawal of public funding; a fourth suspension occurred during the nationwide COVID-19 moratorium from April to September 2020, and in May 2020 the Lazio Region formally revoked public funding, which the Mayor of Fiumicino appealed; in January 2021, the author filed a fifth request, and in May 2021 the constructor company was indicted, with trial hearings starting in March 2022. Despite these efforts and the Committee’s interim measures request of July 2021, the author and his family were forcibly evicted on 12 September 2024. The Committee notes that the eviction orders were issued without assessing the impact of the eviction on the author and his family given the family’s vulnerability and the absence of alternative housing and that the reasoning of the bankruptcy court was based exclusively on maximizing creditor recovery, disregarding social considerations inherent in the subsidized housing scheme. In the light of the specific circumstances of the present case, the Committee considers that a proper proportionality test should have included weighing the author’s and his family’s socioeconomic vulnerability; the best interests of the children; the social utility of the property where the author and his children lived, given that it was a subsidized housing complex, for which the Regional Council of Lazio Region had originally provided public funding to the constructor company to finance the construction; the availability of social housing provided by the administrative authorities responsible; and the existence of alternative means of resolving the problem.

11.7 The Committee also notes that, at the time that the eviction was ordered, the author’s children were 15 and 13 years old. In this regard, the Committee also recalls the obligation for eviction decisions to take into account the best interests of the child.¹³

11.8 Based on the foregoing, the Committee observes that it does not appear from any of the decisions of the judicial authorities that the best interests of the author’s two minor children were considered when ordering the evictions. The decisions do not show that the court in question undertook a specific analysis of how an eviction could affect the author’s children or what the best decision would be, considering that, pursuant to article 10 (3) of the Covenant, special measures of protection and assistance should be taken on their behalf.

11.9 The Committee notes that the courts also failed to take into account the author’s and his wife’s specific precarious economic situation, insofar as the family’s sole income came from the author’s very limited employment and the family’s subsidies. The Committee notes that the courts also failed to consider, in particular, the disproportionate impact that the eviction would have on the second child, given the disability and dependency due to nocturnal epilepsy.

Consultation process with the authors, the right to be heard and the best interests of the child

11.10 To assess the author’s family situation, the court should have made arrangements for genuine and effective consultation with them and requested the administrative authorities to provide information on any available social housing and on the authors’ socioeconomic situation. The Committee notes that the author filed five requests for suspension of the eviction order before the competent judicial authorities, claiming that they were in a

¹² *El Korrichi et al. v. Spain*, para. 10.2; *El Mourabit Ouazizi et al. v. Spain* (E/C.12/72/D/133/2019) and *Zaira Salazar Motos and Luis Miguel Rodríguez Vázquez* (E/C.12/77/D/165/2019), para.7.5.

¹³ *El Korrichi et al. v. Spain*, para. 11.2; and *Vázquez Guerreiro et al. v. Spain* (E/C.12/74/D/70/2018), para. 12.1; and *Zaira Salazar Motos and Luis Miguel Rodríguez Vázquez* (E/C.12/77/D/165/2019), para.7.7, and Committee on the Rights of the Child, general comment No. 21 (2017) on children in street situations, para. 50.

particularly vulnerable situation and drawing attention to the presence of two children, the younger one of which suffering from nocturnal epilepsy. Nevertheless, despite the various requests for a stay of eviction and the appeals filed by the author, the Committee considers that there is no evidence of a genuine and effective judicial consultation mechanism to examine alternatives to eviction. The Committee also notes that, in view of the principle of progressive autonomy, the children should have been heard, directly or indirectly, but were not.

Duty of States to provide alternative housing to persons in need or to take all measures to the maximum of available resources

11.11 The Committee recalls the standards relating to the duty of States to provide alternative housing to persons in need or to take all measures to the maximum of available resources. It also recalls that all alternative housing must be adequate, including with regard to security of tenancy. However, States Parties may demonstrate that, despite having made every effort to the maximum of their available resources, it has been impossible to provide permanent alternative housing to an evicted person in need of alternative housing. The use of temporary emergency accommodation that does not meet all the requirements of adequate alternative housing is then permitted. However, States Parties must endeavour to ensure that the temporary accommodation protects the human dignity of the persons evicted, meets all safety and security requirements and does not become a permanent solution but is a step towards obtaining adequate housing. The right of members of a family not to be separated and to enjoy a reasonable level of privacy must also be taken into account.

11.12 In the present case, the Committee notes that the State Party maintains that the Municipality supported the tenants of the ERP subsidised housing complex and when the developer set excessive prices, the Municipality corrected them retroactively, defended tenants' rights before the Lazio Regional Administrative Court, ensured reimbursement of overpaid rents and after the developer's bankruptcy, the insolvency process credited deposits and excess rents and offered properties for sale at ERP-compliant prices, while the author refused to buy and continued occupying the property without payment. However, the Committee notes that, according to the information before it, in 2019, the author and other affected families offered to purchase their homes from the bankruptcy curator, but their offers were rejected because the curator aimed to sell the properties at market value to maximize creditor repayment and to pressure the author to vacate, the curator deliberately chose not to renew the rental agreement, effectively forcing the family toward eviction. The Committee also notes the family were not offered alternative housing or temporary emergency accommodation to prevent the family from becoming homeless as a result of the eviction. The Committee takes note of the author's explanation that he could not apply for social housing because he was still considered beneficiary of social housing and as an unsecured creditor, in the fourth groups of creditors in the priority line for reimbursement, he has no chance of being reimbursed and thus he was not able to find alternative housing. The Committee further notes that, by occupying a property without sufficient title, the authors' applications for housing, whether on grounds of special need or of an emergency social situation, had no chance of success for as long as such occupation without title continued, since they failed to meet one of the essential requirements for the allocation of housing. The Committee notes that the State Party has also failed to explain the reasons why it had been unable to provide the authors with a housing solution, when it first became aware of their vulnerable situation. The State Party has also failed to explain to what extent the policy, albeit lawful, of automatically excluding from the list of housing applicants any person who is occupying a property without legal title due to necessity was duly justified and how it was the most appropriate way to ensure the full realization of the rights recognized in the Covenant.

11.13 In the light of the foregoing, the Committee considers that the State Party has not demonstrated that it has made all possible efforts, using all available resources, to realize, as a matter of urgency, the right to housing of the author, his wife and their children, who were in a particularly vulnerable situation.

Interim measures and eviction of the authors and their children

12.1 On 28 July 2021, the Working Group on Communications, acting on behalf of the Committee, requested the State Party to suspend the eviction of the author, his spouse and their children while the communication was being considered or, alternatively, to grant them adequate housing following genuine and effective consultation with the author.

12.2 The Committee notes that, according to its jurisprudence,¹⁴ the adoption of interim measures pursuant to article 5 of the Optional Protocol is vital to the Committee's fulfilment of the responsibility entrusted to it under the Optional Protocol,¹⁵ as the reason for the existence of interim measures is, inter alia, to preserve the integrity of the process, thereby ensuring the effectiveness of the mechanism for protecting Covenant rights when there is a risk of irreparable harm.¹⁶ It also recalls that, as established in its guidelines on interim measures, any State Party that does not respect the interim measures requested by the Committee is in breach of its obligation to respect in good faith the individual communications procedure established in the Optional Protocol, since failure to respect the interim measures makes it difficult for any future Views to reverse the harm caused to the victims.¹⁷

12.3 The Committee notes that, on 12 September 2024, the author, his wife and their children were evicted despite the Committee's request for the State Party to adopt interim measures and without having been granted adequate alternative housing following genuine consultation with them.

12.4 As the State Party did not explain why the interim measures could not be taken, the Committee is of the view that, in the circumstances, the State Party has violated article 5 of the Optional Protocol.

D. Conclusion

13.1 On the basis of all the information provided and in the particular circumstances of the case, the Committee finds that the eviction of the author, his spouse and their children without a proper assessment of proportionality by the judicial authorities, including consideration of the disproportionate impact that the eviction could have on the author, his spouse and their two children or of the principle of the best interests of the child, and without a guarantee, as part of the procedure, of adequate consultation, together with the lack of alternative (subsidized) housing and the State Party's failure to provide evidence that it had taken all appropriate measures to the maximum of its resources, constituted a violation of the right to adequate housing, under the terms of the Covenant, in respect of the author, his spouse and their children.

13.2 The Committee, acting under article 9 (1) of the Optional Protocol, is of the view that the State Party has incurred international responsibility owing to the violation of the right of the author, his spouse and their children under article 11 (1) of the Covenant, read separately and in conjunction with article 10 (3). The Committee also finds that the State Party has violated article 5 of the Optional Protocol. Accordingly, the State Party has an obligation to adopt the measures necessary to comply with the provisions of the present Views.

14. The State Party is under an obligation to provide the author and his family with an effective remedy, in particular by: (a) reassessing their needs, if they are not currently in adequate housing, with a view to providing them with public housing or taking another measure that would enable them to obtain access to adequate housing, bearing in mind the criteria set out in the present Views; (b) providing the author with financial compensation for

¹⁴ *S.S.R. v. Spain* (E/C.12/66/D/51/2018), paras. 7.6 and 7.7. and *Zaira Salazar Motos and Luis Miguel Rodríguez Vázquez* (E/C.12/77/D/165/2019), para. 8.2.

¹⁵ *Subakaran R. Thirugnanasampanthar v. Australia* (CAT/C/61/D/614/2014), para. 6.1. and *Zaira Salazar Motos and Luis Miguel Rodríguez Vázquez* (E/C.12/77/D/165/2019), para. 8.2.

¹⁶ See, mutatis mutandis, European Court of Human Rights (Grand Chamber), *Mamatkulov and Askarov v. Turkey* (applications No. 46827/99 and No. 46951/99), judgment of 4 February 2005, para. 128; *Subakaran R. Thirugnanasampanthar v. Australia*, para. 6.1. and *Zaira Salazar Motos and Luis Miguel Rodríguez Vázquez* (E/C.12/77/D/165/2019), para. 8.2.

¹⁷ See <https://www.ohchr.org/es/treaty-bodies/cescr/inquiry-procedure>.

the violations of his and his family's rights; and (c) reimbursing the author for the legal costs reasonably incurred in submitting the present communication, at both the domestic and international levels.

15. The Committee recalls that, in accordance with its international obligations, the State Party must take all necessary measures to guarantee the non-repetition of similar violations in the future. The State Party is therefore obliged to ensure that its legislation and the enforcement thereof are consistent with the international standards set out in the Covenant. In particular, the State Party should:

(a) Ensure that its normative framework allows persons in respect of whom an eviction order is issued and who might consequently be at risk of destitution or of a violation of their Covenant rights, including persons who are occupying a property without legal title, to challenge the decision before a judicial or other impartial and independent authority with the power to order the cessation of the violation and to provide an effective remedy so that such authorities can examine the proportionality of the measure; and consider, where appropriate, the best interests of the child and the disproportionate impact of evictions on women, especially those who are caring for minor children or other dependents as the head of the household and whose economic situation is precarious;

(b) Take the necessary measures to ensure that evictions affecting persons who lack the wherewithal to obtain alternative housing take place only within the framework of proceedings involving genuine and effective consultation with the persons concerned and in which all available alternative housing (whether belonging to the State or made available by the relevant State agencies, including those that were consulted during the legal proceedings) is assessed, and only after the State has taken all essential steps, to the maximum of its available resources, to ensure that evicted persons can obtain alternative housing, especially in cases involving families, single-parent households (particularly those headed by women), older persons, children or other persons in vulnerable situations. If the group to be evicted includes children, the proceedings must guarantee their right to be heard;

(c) Adopt the measures necessary to put an end to the practice of automatically excluding from lists of applicants for housing all persons who find themselves occupying a property without legal title due to necessity, so that all such persons have equal access to the social housing stock, removing any unreasonable condition that might exclude persons at risk of destitution;

(d) Take the necessary measures to solve the problems caused by the failure of the courts to coordinate decisions, adopted in proceedings of any kind, including bankruptcy and criminal proceedings, that can result in an evicted person's being left without adequate accommodation and the efforts made by social services providers; and ensure that the bankruptcy procedures respect the social purpose of subsidized housing;

(e) Develop and implement, in coordination with the Autonomous Communities and to the maximum of its available resources, a comprehensive plan to guarantee the right to adequate housing for low-income persons, in keeping with general comment No. 4 (1991). The plan should provide for the necessary resources, indicators, time frames and evaluation criteria to guarantee these individuals' right to housing in a reasonable, timely and measurable manner;

(f) Establish a protocol for complying with requests for interim measures made by the Committee and inform all relevant authorities of the need to grant such requests in order to ensure the integrity of the procedure;

(g) Establish follow-up mechanisms to assess the effectiveness of reparation measures and to prevent the recurrence of similar situations.

16. In accordance with article 9 (2) of the Optional Protocol and rule 21 (1) of the rules of procedure under the Optional Protocol, the State Party is requested to submit to the Committee, within a period of six months, a written response, including information on measures taken in follow-up to the Views and recommendations of the Committee. The State Party is also requested to publish the Views of the Committee and to distribute them widely, in an accessible format, so that they reach all sectors of the population.