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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. 52/2018*

<i>Communication submitted by:</i>	Rosario Gómez-Limón Pardo
<i>Alleged victim:</i>	The author
<i>State party:</i>	Spain
<i>Date of communication:</i>	30 August 2018 (initial submission)
<i>Date of adoption of Views:</i>	5 March 2020
<i>Subject matter:</i>	Eviction of the author from her home
<i>Substantive issue:</i>	Right to adequate housing
<i>Article of the Covenant:</i>	11
<i>Article of the Optional Protocol:</i>	5

* Adopted by the Committee at its sixty-seventh session (17 February–6 March 2020).



1.1 The author of the communication is Rosario Gómez-Limón Pardo, a Spanish citizen born on 24 August 1947. She claims to be a victim of a violation by the State party of her rights under article 11 (1) of the Covenant. The Optional Protocol entered into force for the State party on 5 May 2013. The author is not represented by counsel.

1.2 On 10 September 2018, the Committee, acting through its working group, registered the communication and requested the State party to suspend the author's eviction while the communication was being considered or, alternatively, to provide her with adequate housing, in genuine consultation with her, in order to avoid causing her irreparable damage.

1.3 In the present Views, the Committee, without taking a position, first summarizes the information and arguments submitted by the parties; it then considers the admissibility and merits of the communication and, lastly, sets out its conclusions and recommendations.

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

The facts as submitted by the author¹

Before the registration of the communication

2.1 On 5 February 1963, the author's parents rented a property for the family to live in. The rental contract was signed by the author's father, who subsequently died on 12 October 1970. The author continued to occupy the property with her mother until the latter died in 1998.

2.2 In 1972, the author married, and her husband moved into the property occupied by her and her mother. Soon after, he began to subject the author to physical and psychological abuse. However, she never reported this violence because at that time gender-based violence was regarded as a normal occurrence, and she felt intimidated and was economically dependent on her husband.

2.3 On 30 November 1982, the author purchased a property with her husband. However, they continued to reside in the property that had been rented by her parents. On an unspecified date, the author separated from her husband, who took up residence in the property they had purchased together. He continued to pay rent for the property in which the author resides.

2.4 On 9 July 2012, the author was informed that the ownership of the property had changed hands. Her husband therefore began paying rent to the new owner. According to the author, he was still paying the rent at the time the communication was submitted.

2.5 On an unspecified date, the new owner asked the author to vacate the property. The author contacted her district council, which informed her that she could obtain legal assistance from the Rental Housing Board. The Board assigned a lawyer to assist her.

2.6 On 30 April 2013, the owner of the property filed a claim against the author with the aim of terminating the rental contract. On 20 February 2014, Madrid Court of First Instance No. 86 decided that the contract should be deemed to have been terminated and ordered the author to vacate the property. She lodged an appeal against the decision.

2.7 On 16 October 2014, the Provincial High Court of Madrid dismissed the author's appeal. The author filed an appeal against that decision before the Supreme Court; that appeal was rejected on 20 September 2017.

2.8 On 8 January 2018, the author and her husband signed a separation agreement. On 5 May 2018, the author applied for a legal separation by mutual agreement before Madrid Court of First Instance No. 29, which approved the request on 17 September 2018.

2.9 On 12 March 2018, Madrid Court of First Instance No. 86 ordered the author's eviction from her home to be scheduled for 16 May 2018. On 10 May 2018, the author

¹ These facts have been reconstructed on the basis of the individual communication and the information subsequently provided by the parties in their observations and comments on the merits of the communication.

requested the Court to postpone her eviction until she had secured adequate alternative housing. The author provided information on her socioeconomic circumstances and stated that she had not received notification of the eviction order until 7 May 2018. The first eviction attempt was unsuccessful owing to an error in the name of the street in the address of the property. On 12 June 2018, the Court responded to the author's request for postponement by stating that a postponement had in fact already occurred because the author had had more than enough time to comply with the eviction order.

2.10 On 14 May 2018, the author filed a housing application with the Madrid Social Housing Agency. On 23 May and 13 June 2018, the Housing Agency requested additional documentation, which the author submitted on 7 June and 27 July 2018 respectively. On 23 July 2018, the author filed a housing application with the Municipal Land and Social Housing Corporation. In June 2018, the author applied for financial assistance from the social services and was informed that she was not entitled to any benefits. However, with assistance from a local association, she was able to obtain food vouchers in the amount of €100.²

2.11 On 19 July 2018, the author was notified that the authorities had set 12 September 2018 as the new date for her eviction.

2.12 On 16 August 2018, the author filed a request with Madrid Court of First Instance No. 86 for the eviction to be suspended until alternative housing was found, citing her socioeconomic circumstances. On 4 September 2018, the Court rejected the author's application on the ground that sufficient time had passed since the judgment had become final. A charitable social organization offered the author the option of living in temporary accommodation if she was evicted, until such time as she was offered a place in a public home for older persons. The Community of Madrid offered her a place in shared accommodation where she could stay overnight but not during the daytime or a temporary place in a home for older persons where residents were not allowed to enter or leave after 8 p.m.

After the registration of the communication

2.13 On 11 September 2018, the author filed a written submission with Madrid Court of First Instance No. 86 informing it of the Committee's request for interim measures and asking for her eviction to be stayed. By a decision of 12 September 2018, the Court rejected the author's request on the grounds that the written submission had not been filed by a lawyer or legal representative, the property in question was not identified in the Committee's request and the Court had no record of having received any application from the Committee for measures to protect the rights of the person in respect of whom the eviction order had been issued. In its decision, the Court stated that the State party's domestic law contained rules to prevent the violation of fundamental rights and that the situation of the person in question had already been invoked and dealt with. On 12 September 2018, court officers appeared at the author's home to carry out the eviction, but were unable to do so because approximately 100 people were protesting the eviction in front of the property. On 17 October 2018, the court officers returned, and the author vacated the property and handed over the keys.

The complaint

3.1 In her initial communication, dated 30 August 2018, the author claimed that her eviction would constitute a violation of article 11 of the Covenant because she had no adequate alternative housing. She claimed that the housing options offered to her were not suitable: the shared accommodation, because she would not have access to it during the daytime; and the home for older persons, because she would not be allowed to enter or leave after 8 p.m.

3.2 The author also indicates that these options are even less suitable because of her age and the state of her health, given that on 9 October 2012 she was diagnosed with cancer and on 2 October 2015 she was certified as having a disability rated at 41 per cent. At the time

² The author does not specify whether this is a monthly amount.

of registration of the communication she was awaiting a cancer-related operation, which was scheduled for October 2018. In addition, the author explains that she cannot live in the property that she owns jointly with her husband because he lives there and she fears that he will subject her to further violence.

State party's observations on the merits

4.1 On 12 May 2019, the State party submitted arguments on the merits of the communication and requested its discontinuance because the case had become moot. The State party reports that, on receipt of the initial communication, it transmitted all relevant information to Madrid Court of First Instance No. 86, the social services and the Community of Madrid. The State party also reports that the author's eviction could not be carried out on 12 September 2018 and that she had finally handed over the keys and vacated the property on 17 October 2018.

4.2 The author has received free legal assistance and free health care. In addition, the State party submits that the author was duly assisted by the social services, which suggested that she should apply for a place in a residential home for persons able to care for themselves, a supervised shared apartment for older persons or shared accommodation. According to the State party, the author rejected all of these suggestions and stated that she would accept only social housing. In addition, the social services file indicates that the author stated that she could live with her sister and that on 17 October 2018 she was provided with housing by the association Plataforma de Afectados por la Hipoteca, which is why she handed over the keys to the property. The State party concludes that the author has not been left homeless at any time.

4.3 The State party adds that the author did not apply for social housing until 14 May 2018. Her application was rejected because she is the joint owner, with her estranged husband, of a property in a town near Madrid. The State party reports that victims of gender-based violence are exempt from this condition if they can provide appropriate proof in accordance with article 17 of Community of Madrid Comprehensive Act No. 5/2005 against Gender-based Violence. The State party argues that "the fact that the couple had a rocky relationship" did not prevent the author from requesting the division of the jointly owned property. It stresses that although the author claims to have been subjected to abuse and ill-treatment by her estranged husband, she never filed a report to that effect.

4.4 The State party adds that while the competent court, whose jurisdiction cannot be interfered with, has considered the author's situation and suspended eviction orders on two occasions, it was also bound to address the needs of the property owner, who is a natural person.

4.5 With regard to the efforts made by Spain to provide housing to socially vulnerable persons, the State party refers to the information provided in connection with other individual communications.³

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

5.1 On 19 July 2019, the author submitted comments on the State party's observations. The author claims that she rejected the residential housing options proposed by the social services because they would not have allowed her to keep her pets; they required residents to have some form of income, which she did not have; she could not bear the thought of living in a nursing home; and her status as a victim of gender-based violence had not been taken into account.

5.2 The author denies that the association Plataforma de Afectados por la Hipoteca provided her with alternative housing. Furthermore, she claims that she did not hand over the keys voluntarily, but did so at the request of the legal representative who appeared at the door to her home.

³ *Ben Djazia and Bellili v. Spain* (E/C.12/61/D/5/2015), para. 10, and *López Albán v. Spain* (E/C.12/66/D/37/2018), paras. 4.1 and 4.2.

5.3 The author claims that the owners of her former home had been unaware of its location for 30 years and had not taken any interest in it until they had realized that they could obtain a higher income from it. In particular, she argues that, even though the owner claimed to need the property in order to live in it, in the days following her eviction it was put up for sale and is now occupied by new owners.

5.4 The author emphasizes that she informed the Committee in her initial communication that she jointly owns a property with her estranged husband. She adds that her application for housing was rejected on that basis and that this decision was not taken until October 2018 even though she submitted the requested documentation on 27 June. The author claims that, according to the relevant regulations, the requirement of not owning a property does not apply to women who have been victims of gender-based violence and who hold joint ownership of a property with their spouse. She adds that she has made her status as a victim known to the competent bodies,⁴ namely her local health centre, which referred her to the social services.⁵ In addition, the author indicates that the separation agreement that she and her husband signed, which was certified by a judge, does not give him sole use and enjoyment of the property; if it had, he would have refused to sign it.

5.5 The author explains that the first eviction order, which had scheduled the eviction for 16 May 2018, was not acted upon owing to a court error rather than for reasons linked to her right to adequate housing.

5.6 The author claims that she currently resides in a property without having legal title to do so and could therefore be evicted at any time, which would cause her additional irreparable damage. She adds that she has been receiving a monthly non-contributory pension of €290 since January 2019 and that her husband does not make her monthly support payments on a regular basis.

5.7 The author concludes that the State party has violated her rights under article 11 (1) of the Covenant, and requests reparation for the damage caused.

B. Committee's consideration of admissibility

6.1 Before considering any claim contained in a communication, the Committee must decide, in accordance with rule 9 of its provisional rules of procedure under the Optional Protocol, whether or not the communication is admissible.

6.2 The Committee notes that the State party has not challenged the admissibility of the communication on the ground of non-exhaustion of domestic remedies and that there does not appear to be any remedy available to the author that she has not exhausted. The Committee concludes that, with respect to the author's claim relating to her eviction, the case meets the requirement of exhaustion of domestic remedies set forth in article 3 (1) of the Optional Protocol.

6.3 As the complaint relating to the author's eviction meets the other admissibility requirements set forth in articles 2 and 3 of the Optional Protocol, the Committee declares the communication admissible and proceeds to its examination on the merits.

C. Consideration of the merits

Facts and legal issues

7.1 The Committee has considered the present communication in the light of all the information made available to it, as required under article 8 of the Optional Protocol.

⁴ The author refers to article 23 of Organic Act No. 1/2004 of 28 December on comprehensive protection measures against gender-based violence, as amended by Royal Decree-Law No. 9/2018 of 3 August.

⁵ The author attaches a report from the social services, dated 4 September 2018, which states that she has been identified as a victim of gender-based violence.

7.2 The Committee will proceed to examine which facts can be deemed to have been substantiated and to be relevant to the complaint. The author has lived all her life in the property rented by her parents in 1963. She continued to reside there and pay rent after they died. In 1982, the author acquired a property with her husband, from whom she is separated. He currently occupies the property and has exclusive use and enjoyment of it, despite the fact that, according to the separation agreement, the spouses continue to share ownership and enjoyment of the property. The author has been subjected to gender-based violence, which she has reported to her health centre and to social services. In addition, she is recognized as having a disability rated at 41 per cent. On 30 April 2013, the owner of the property filed a claim with a view to having the author evicted. On 20 February 2014, Madrid Court of First Instance No. 86 decided that the rental contract should be deemed to have been terminated. This decision was upheld on appeal by the Provincial High Court of Madrid, and was upheld on further appeal by the Supreme Court on 20 September 2017. On 12 March 2018, Madrid Court of First Instance No. 86 set 16 May 2018 as the date on which the author would be evicted from her home. The eviction was suspended twice, the first time because of an administrative error and the second time because a number of individuals staged a protest in support of the author in front of the property. Each time she was notified of an eviction order, the author requested a suspension, claiming that she had no alternative housing. The author applied for social housing on 14 May 2018.

7.3 On 17 October 2018, the author was evicted from the property and handed over the keys. She then moved into a property which she currently occupies without legal title.

7.4 The author has not requested the division of the property she shares with her spouse. While she claims that this is because she fears being subjected to further gender-based violence, the State party takes the view that she could have requested such a division. The Community of Madrid rejected her housing application due to her ownership of that property. The author claims that this rejection contravened the legislation in force. On this point, the author and the State party disagree as to whether an exception to the requirement not to own a home applied in her case.

7.5 The author claims that her eviction, in the absence of adequate alternative housing, constituted a violation of her right to housing, and requests reparation for the damage caused. The State party claims that the author has not been left without housing at any time and that the competent court did everything it could to address the author's situation, including suspending two eviction orders, but that it was also bound to address the needs of the property owner, who is a natural person. The State party also alleges that the author has rejected the alternative housing options presented to her. The author reports that she did so because those options were unsuitable.

7.6 In the light of the facts that the Committee has deemed to be relevant, and of the arguments submitted by the parties, the questions raised by the communication are as follows: (a) whether the eviction of the author constituted a violation of the right to adequate housing under article 11 (1) of the Covenant; and (b) whether there was a violation of article 5 of the Optional Protocol in this case, since the State evicted the author despite the Committee's request for interim measures. To answer these questions, the Committee will begin by recalling its jurisprudence on protection against forced eviction. It will then proceed to analyse the specific case of the author's eviction and decide on the questions raised by the communication.

Protection against forced eviction

8.1 The human right to adequate housing is a fundamental right that is of central importance for the enjoyment of all economic, social and cultural rights⁶ and is integrally linked to other human rights, including those set forth in the International Covenant on Civil and Political Rights.⁷ The right to housing should be ensured to all persons irrespective of income or access to economic resources,⁸ and States parties are required to

⁶ General comment No. 4 (1991) on the right to adequate housing, para. 1.

⁷ *Ibid.*, paras. 7 and 9.

⁸ *Ibid.*, para. 7.

take whatever steps are necessary to achieve the full realization of this right, to the maximum of their available resources.⁹

8.2 Forced evictions are prima facie incompatible with the Covenant and can be justified only in the most exceptional circumstances.¹⁰ Where there is a risk that an eviction might affect the evicted person's right to housing, the relevant authorities must ensure that it is carried out in accordance with legislation that is compatible with the Covenant and in compliance with the principle of proportionality between the legitimate objective of the eviction and its consequences for the evicted person.¹¹

Analysis of the proportionality of the author's eviction

9.1 The Committee proceeds to consider whether the author's eviction from the property she was occupying constituted a violation of her right to adequate housing. The author was evicted after the rental contract was terminated by Court of First Instance No. 86 in a decision that was twice upheld on appeal. The author has not claimed that due process guarantees were not observed, and none of the information before the Committee suggests that the process was arbitrary.

9.2 As the author did not vacate the property and continued to live in it, Madrid Court of First Instance No. 86 ordered her eviction. The Committee notes the State party's claim that it was also bound to address the needs of the property owner, who is a natural person. The Committee notes that the right to private property is not a Covenant right, but recognizes that the State party has a legitimate interest in ensuring the protection of all rights established in its legal system, so long as this does not conflict with the rights set forth in the Covenant. The author does not allege that her procedural rights were disregarded in the proceedings through which the judicial authorities ordered the termination of the rental contract. The Committee therefore finds that there were legitimate reasons potentially justifying her eviction.

9.3 The Committee notes that the Court rejected the author's applications for suspension of the eviction, in which she explained her particularly vulnerable financial situation and the fact that she did not have alternative housing. When it rejected the application for suspension, Madrid Court of First Instance No. 86 did not conduct an analysis of the proportionality of the legitimate objective of the eviction to its consequences for the evicted person. Furthermore, the State party's legislation did not provide the author with any other mechanism through which to challenge the eviction order, which was to have been executed almost immediately, that would have given another authority the opportunity to analyse the proportionality of the eviction and the conditions in which it was to be carried out.

9.4 When an eviction might result in a person's being deprived of access to adequate housing and exposed to a risk of destitution or some other violation of his or her Covenant rights, an obligation to analyse the proportionality of the measure arises. This obligation flows from the interpretation of the State party's obligations under article 2 (1) of the Covenant, read in conjunction with article 11, and in accordance with the requirements of article 4. The Committee notes that the author claimed that the eviction would constitute interference with her right to adequate housing. The Committee further notes that article 4 of the Covenant stipulates the conditions under which such limitations on the enjoyment of Covenant rights are permitted. Firstly, the limitation must be determined by law. Secondly, it must promote the general welfare in a democratic society. Thirdly, it must be suited to the legitimate purpose cited. Fourthly, the limitation must be necessary, in the sense that if there is more than one measure that could reasonably be expected to serve the purpose of the limitation, the least restrictive measure must be chosen. Lastly, the benefits of the limitation in promoting the general welfare must outweigh the impacts on the enjoyment of the right being limited. The more serious the impact on the author's Covenant rights, the greater the scrutiny that must be given to the grounds invoked for such a limitation. This

⁹ *Ibid.*, para. 12.

¹⁰ *Ibid.*, para. 18, and general comment No. 7 (1997) on forced evictions, para. 1.

¹¹ *Ben Djazia and Bellili v. Spain*, para. 13.4.

analysis of the proportionality of the measure must be carried out by a judicial or other impartial and independent authority with the power to order the cessation of the violation and to provide an effective remedy. This authority must analyse whether the eviction is compatible with the Covenant, including with regard to the elements of the proportionality test required by article 4 of the Covenant as described above.

9.5 The Committee is of the view that the State party should develop a normative framework, in the form of legislation that is compatible with the Covenant, to regulate the eviction of persons from their homes. This framework should stipulate that a judicial or other impartial and independent authority with the power to order the cessation of the violation and to provide an effective remedy must analyse the proportionality of eviction applications in such situations. Analysing the proportionality of an eviction entails examining not only the consequences of the measure for the evicted person, but also, *inter alia*, the interests at stake for the person or party with the right to seek the eviction. The availability of suitable alternative housing, the personal circumstances of the occupants and their dependants and whether they have cooperated with the authorities in seeking suitable solutions are crucial factors in such an analysis. This inevitably involves making a distinction between properties belonging to individuals who need them as a home or to provide vital income and properties belonging to financial institutions or other entities.¹² The State party will therefore be committing a violation of the right to adequate housing if it stipulates that a person whose rental contract is terminated must be evicted immediately, without regard to the circumstances in which the eviction order would be carried out.¹³

9.6 The Committee notes that the authorities of the State party suggested that the author should apply for a place in a residential home for persons able to care for themselves, a supervised shared apartment for older persons or shared accommodation and that she rejected these options as not being suited to her needs. The State party thus claims to have made every effort, to the maximum of its available resources, to provide alternative housing. The Committee stresses that finding eviction to be an unreasonable measure at a particular time does not necessarily mean that an eviction order cannot be issued. However, the principle of proportionality may require the suspension or postponement of the eviction order so as to avoid exposing the evicted persons to situations of destitution or violations of other Covenant rights. An eviction order may also be made conditional on other factors, such as a requirement that administrative authorities intervene and assist the occupants in order to mitigate the impact of the eviction.¹⁴ Therefore, the need to assess the proportionality of an eviction order may also entail consideration of the advisability of postponing an eviction while the competent authorities negotiate with the persons concerned regarding the available alternatives. However, in the present case, although the State party claims that the author did not act reasonably in such negotiations, the fact remains that no examination of the proportionality of the eviction was conducted before the decision to evict her was taken.

9.7 The Committee takes the view that, in the circumstances of the present case, it is not called upon to determine the proportionality of the eviction and does not have all the information required in order to make such a determination. The Committee considers, therefore, on the basis of all the documentation made available to it, that in the circumstances of the present case the author did not have the opportunity to have the proportionality of her eviction assessed by a judicial or other impartial and independent authority with the power to order the cessation of the violation and to provide an effective remedy. The Committee finds, therefore, that the absence of such an assessment constituted a violation by the State party of the author's right to housing under article 11 of the Covenant, read in conjunction with article 2 (1).

9.8 The Committee notes that, subsequent to the events described in the present communication, the State party promulgated new legal rules requiring judges to inform the social services of evictions involving persons in situations of vulnerability. The social services must then report on the situation of the persons to be evicted; if the persons are

¹² *López Albán v. Spain*, para. 11.5.

¹³ *Ibid.*, para. 11.7

¹⁴ *Ibid.*

found to be vulnerable, the eviction may be suspended to allow the social services to provide assistance for a maximum period of one month, increasing to three months if the party seeking the eviction is not a natural person.¹⁵ These rules might prevent violations of the right to housing such as the one found in the present Views and could be useful in providing redress to the author.

Interim measures and eviction of the author

10.1 The Committee notes that on 10 September 2018, it asked the State party to suspend the author's eviction while the communication was being considered or, alternatively, to provide her with adequate housing, in genuine consultation with her, in order to avoid causing her irreparable damage.

10.2 The Committee recalls that, according to its jurisprudence,¹⁶ the adoption of interim measures pursuant to article 5 of the Optional Protocol is vital to the Committee's performance of the role entrusted to it under the Protocol,¹⁷ since the reason for the existence of interim measures is, inter alia, to preserve the integrity of the process, thereby ensuring the mechanism's effectiveness in protecting Covenant rights when there is a risk of irreparable damage.¹⁸ Any State party that does not adopt interim measures fails to fulfil its obligation to respect in good faith the procedure for individual communications established in the Optional Protocol.¹⁹ It also hinders the Committee's ability to provide an effective remedy to persons who claim to be victims of a violation of the Covenant.

10.3 The Committee notes that on 17 October 2018, the author was evicted in spite of the Committee's request for interim measures and without having been provided with adequate alternative housing after genuine consultation with her. In the absence of an explanation from the State party of the reasons for its failure to honour the request for interim measures, the Committee finds that in the present case the State party has violated article 5 of the Optional Protocol.

D. Conclusion and recommendations

11. On the basis of all the information provided and in the particular circumstances of this case, the Committee finds that the eviction of the author without an assessment of proportionality by the authorities constituted a violation of her right to adequate housing.

12. The Committee, acting under article 9 (1) of the Optional Protocol, is of the view that the State party violated the author's right to an effective remedy under article 11 (1) of the Covenant, read in conjunction with article 2 (1), and in accordance with the requirements of article 4. The Committee also finds that the State party has violated article 5 of the Optional Protocol. In the light of its Views on the present communication, the Committee makes the following recommendations to the State party.

¹⁵ See art. 441 of Act No. 1/2000 of 7 January on Civil Procedure, as amended by Royal Decree-Law No. 7/2019 of 1 March on urgent measures regarding housing and rented accommodation.

¹⁶ *S.S.R. v. Spain* (E/C.12/66/D/51/2018), paras. 7.6 and 7.7.

¹⁷ Committee against Torture, *Subakaran R. Thirugnanasampanthar v. Australia* (CAT/C/61/D/614/2014), para. 6.1.

¹⁸ 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 ("Contracting States undertake to refrain from any act or omission that may hinder the effective exercise of an individual applicant's right of application. A failure by a Contracting State to comply with interim measures is to be regarded as preventing the Court from effectively examining the applicant's complaint and as hindering the effective exercise of his or her right and, accordingly, as a violation of Article 34"); and Committee against Torture, *Subakaran R. Thirugnanasampanthar v. Australia*, para. 6.1.

¹⁹ Human Rights Committee, general comment No. 33 (2008) on the obligations of States parties under the Optional Protocol to the International Covenant on Civil and Political Rights, para. 19.

Recommendations in respect of the author

13. The State party is under an obligation to provide the author with an effective remedy. The Committee notes that the author's eviction has already been carried out and considers that, taking into account the specific circumstances of the violation in the present case, the adoption of the present Views constitutes a measure of satisfaction that provides the author with appropriate reparation, with the result that there is no need to recommend financial compensation. In these circumstances, the Committee considers that the State party should, in particular: (a) undertake genuine consultation with the author to examine her needs in terms of suitable alternative housing and, if necessary, provide her with such housing; and (b) reimburse the author for the legal costs reasonably incurred in the processing of the present communication.

General recommendations

14. The Committee considers that the reparations recommended in the context of individual communications may include guarantees of non-repetition and recalls that the State party has an obligation to prevent similar violations in the future. The State party should ensure that its legislation and the enforcement thereof are consistent with the obligations established in the Covenant. In particular, the State party has an obligation to:

(a) Ensure that the normative framework allows persons in respect of whom an eviction order is issued and who might consequently be at risk of destitution or of violation of their Covenant rights 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 in the light of the criteria for limiting the rights enshrined in the Covenant under the terms of article 4;

(b) Establish a protocol for complying with requests for interim measures issued by the Committee and inform all relevant authorities of the need to respect such requests in order to ensure the integrity of the procedure.

15. In accordance with article 9 (2) of the Optional Protocol and rule 18 (1) of the provisional 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 the 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.
