



# the REFUGEE house

GUIDE TO **HOUSING AUTONOMY**  
*for beneficiaries of international protection  
in Italy*

**February 2021**

Cover photo

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Achieving **housing autonomy** represents a fundamental step in the integration process of refugees, precisely because they were forced to abandon their homes and loved ones.

## THE CONTEXT

From the point of view of international and supranational law, the issue of housing is of particular importance. Art. 21 of the Convention on the Status of Refugees states that *"As regards housing, the Contracting States, in so far as the matter is regulated by law or regulations or is subject to the control of public authorities, shall accord to refugees lawfully staying in their territory treatment as favourable as possible and, in any event, not less favourable than that accorded to aliens generally in the same circumstances"*. Therefore, according to the Convention, **refugees must enjoy the most favourable treatment possible when accessing housing**, in a manner that is not, in any case, disadvantageous compared to other foreigners. The law of the European Union is also in line with the Convention: in fact, art. 32 of EU Directive 95/2011 provides for the principle of equal treatment in access to housing between beneficiaries of

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### FOR BENEFICIARIES OF INTERNATIONAL PROTECTION

This guide provides information and insights on **access to public housing** and **rent (lease) of houses and apartments (private residential buildings)**, with particular reference to the different types of contract, as well as the rights and duties of landlords and tenants. It also includes references to legal instruments and **protection tools in case you experience discrimination** in accessing housing, as well as valuable information on **civil registry and residence registration**. Is something unclear or do you have **specific questions**? If you live in a reception centre you can **ask** staff for clarification. Otherwise, you can contact the **Municipality** you live in or **associations or help desks** that provide support on access to housing in your area: **some useful contacts** are available on the last page of this guide.

## OPERATIONAL TOOLS



- Consorzio Comunità Brianza, in collaborazione con Codici e con Latham & Watkins, *Manuale sull'autonomia abitativa dei rifugiati*, produced as part of the FAMI "Fra-Noi" project, capofila Consorzio Farsi Prossimo, 2018
- CICSENE, *Appunti di casa. Manuale per operatori*, created as part of the FAMI "D.I.S.Co.R.S.I. Migranti" project, capofila Consorzio delle Ong Piemontesi 2018

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international protection and third countries citizens who are legally residing in their territories.

The national legislation on this subject is even clearer: art. 29 paragraph 3-ter of Legislative Decree 19 November 2007, n. 251, provides that "*Access to housing benefits provided for in Article 40, paragraph 6, of Legislative Decree 25 July 1998, no. 286, is open to beneficiaries of refugee status and of subsidiary protection, on equal terms with Italian citizens*". The right to access housing support measures is therefore among those rights for which our legal system **provides for equal treatment between refugees and Italian citizens**.

Although international and domestic legislation guarantees the abovementioned safeguards, the Annual Report of the Sprar/Siproimi reception system shows that refugees who are accommodated in Sprar/Siproimi facilities face many obstacles in achieving housing autonomy. In particular, in 2018 less than 5% of the people accommodated within the Sprar/Siproimi system benefited from an accommodation subsidy when their time in the system came to an end, and less than 1% was supported with lease procedures as they left reception facilities (**SPRAR/SIPROIMI Annual Report. Atlante SIPROIMI 2018**).

***The scarcity of properties for rent and the need to contact a large number of interlocutors greatly disadvantage refugees, generally suffering from poor economic capacity and facing linguistic challenges when interacting with private individuals and housing agencies.***

The aforementioned difficulties relating to housing inclusion procedures are also evidently impacted by the national context, in which refugees frequently face forms of social marginalization, which increase their risk of remaining in extremely precarious conditions.

Some structural characteristics of the Italian housing system make it not particularly responsive to the needs of beneficiaries of international protection. First of all, the share of public housing appears to be low: in the last thirty years, public housing has steadily represented between 5 and 6% of the overall housing market. In absolute terms, the public housing stock is estimated at around 800,000 units, with a capacity of nearly two million people, with 650,000 applications pending housing allocation in municipal rankings. Furthermore, in many cases the criteria for the allocation of public housing is disadvantageous for many immigrants, even when they have a very low income, as a minimum seniority of residence is required: this criterion can exclude all those beneficiaries of international protection who have been residing in Italy for a shorter time (Colombo, F., *L'autonomia abitativa di richiedenti asilo e titolari di protezione internazionale in Italia*, University of Urbino Carlo Bo, DESP - Department of Economics, Society, Politics, 2019).

Refugees, who in the vast majority of cases do not have the necessary economic resources to buy a house, are unlikely to be able to access public housing ("social housing") and are therefore **forced to seek accommodation in the private market.**

Unfortunately, **the situation in this area is also very critical.** In particular, the actual availability of houses for rent is scarce, considering that over 75% of families in Italy own the house they reside in, and that 60% of properties are owned by individuals who use it as their main residence, while leased properties only represent 10% of all houses available on the national territory (MEF e Agenzia delle Entrate, *Gli immobili in Italia 2019*, and Bronzo E., *Le case degli italiani valgono 6mila miliardi*, Il Sole 24 ORE, 2 January 2020). Italy is, therefore, a country of small owners who mostly only have one house available for the rental market. In practice, in the interaction with the private market, this nuclearization of supply results in house seekers generally having "one-to-one" dialogues with individual owners and, on the other hand, owners not building economies of scale that allow for a more flexible management of their assets.

The scarcity of properties for rent and the need to contact a large number of interlocutors greatly disadvantage refugees, generally suffering from poor economic capacity and facing linguistic challenges when interacting with private individuals and housing agencies.

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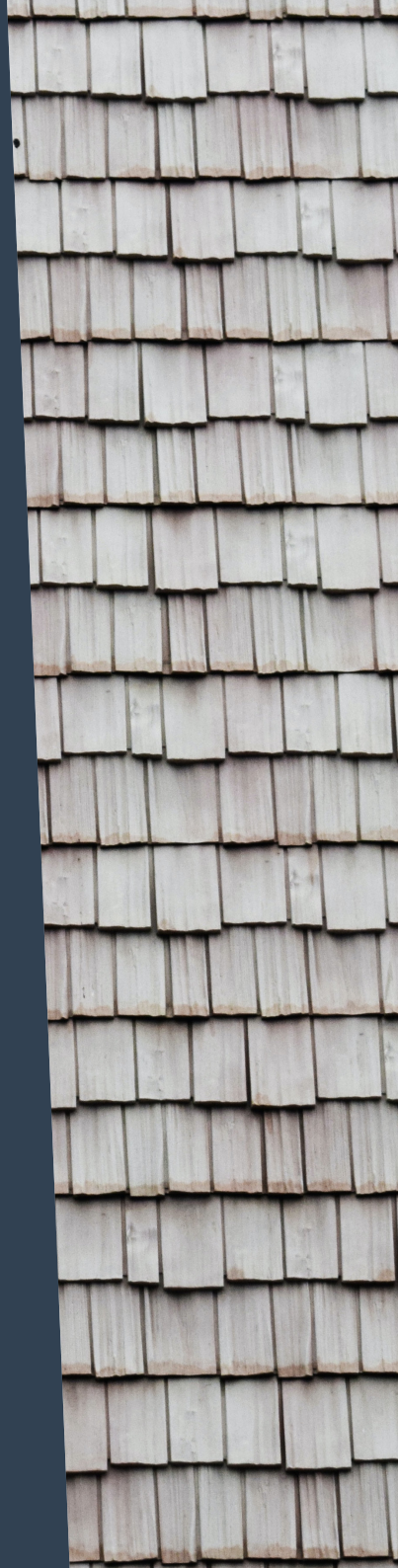
In addition to the problems described above, beneficiaries of protection have seen increasing **stigmatization and discrimination** against them, particularly in recent years (Camera dei deputati, XVII legislatura, **Commissione "Jo Cox" sull'intolleranza, la xenofobia, il razzismo e i fenomeni di odio. Relazione finale**, 2017). With reference to the reception system for beneficiaries of international protection, this situation appears to be confirmed by the fact that 67.4% of reception centres report difficulties in ensuring access to housing due to beneficiaries' job insecurity, while 55.5% finds that one of the main problems with regard to access to housing for beneficiaries of international protection is distrust on the part of real estate agencies and property owners (**SPRAR/SIPROIMI Annual Report. Atlante SIPROIMI 2018**). Therefore, discriminatory attitudes indeed appear linked to both uncertainties vis-à-vis solvency and factors more explicitly connected to prejudices and stereotypes.

Consistent with the relevance of the issue, housing integration is addressed by the **National Integration Plan for beneficiaries of international protection**, the most important institutional policy document on the issue of refugee integration in recent years, published by the Ministry of the Interior in 2017. This document identifies access to housing as one of the priority intervention. In the **Guidance on Racism and Xenophobia**, released in October 2020, UNHCR also cites refugee access to housing as one of the matters of urgency requiring inclusion in public programming against racial discrimination.

Taking all of the above into consideration, collaboration was established between the United Nations High Commissioner for Refugees (**UNHCR**), the Association for Legal Studies on Immigration (**ASGI**) and the National Unitary Union of Tenants and Assignees (**SUNIA**), which have provided specific skills and knowledge to prepare this guide.



|                              |    |
|------------------------------|----|
| public residential housing   | 11 |
| lease                        | 15 |
| anti-discrimination measures | 29 |
| access to residence          | 35 |







# 1. public residential housing

In Italy, people with no income or with an income that does not allow them to buy a house or to pay rent can ask their Municipality to access publicly owned housing (commonly called "social housing"), within Public Residential Housing ("Edilizia Residenziale Pubblica", or ERP).

Regions have the power to issue laws that regulate access criteria and distribution of economic resources. Municipalities are responsible for issuing calls for tenders for the submission of access applications and for selecting people to whom housing is assigned.

## APPLICATION REQUIREMENTS

The possibility of competing for the allocation of housing is given to Italian citizens, citizens of an EU member state, as well as foreign citizens legally residing in Italy, either with an EU residence permit for long-term residents or with a two-year permit at least. **Beneficiaries of international protection are treated on the same footing as Italian citizens vis-à-vis access to public housing:**

**they can always apply and they cannot be asked to meet additional of different requirements than those provided for Italian citizens.**

Application requirements vary among Regions, and sometimes even among Municipalities within the same Region. Some Regions have specific scores for refugees. **In general terms, criteria can be: maximum income (normally measured through ISEE), non-ownership of housing,**



## REAL ESTATE PROPERTIES ABROAD

Numerous regional laws provide that only those individuals who do not own a property in any country in the world or, at least, in their country of origin can access public housing. This limitation entails discrimination to the extent that the Region (or the Municipality) only asks non-EU citizens for documents issued by a competent authority in the country of origin to certify the absence of real estate in that country. In any case, **beneficiaries of international protection cannot make contact with authorities in their countries, so they are not required to provide evidence regarding real estate property in the country of origin.**

For more information, **contact ASGI Anti-Discrimination service.**

## WHERE TO SUBMIT YOUR APPLICATION?



In general, when the call for tenders is issued, you can submit your application to the Municipality you reside in. Carefully check access criteria and fill out the form in all its parts. For more information, **contact the SUNIA branch office.**

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**residence in the Municipality where the application is submitted, no previous allocation of public residential housing, no illegal occupations.**

### SCORES

When calls to access residential housing, published by locally responsible Municipalities, are closed, applications duly complying with the call's requirements are given scores for ranking purposes. The methods of giving scores vary depending on Regions and Municipalities. **Scores can be attributed for income, family composition, seniority of residence, overcrowding, cohabitation with**

**other families, presence of severely disabled persons within the family, inadequate or unhygienic accommodation, expulsion or eviction decisions, newly-formed family units.**

The Municipality publishes the provisional ranking with the indication of the deadline by which any appeals can be filed for scoring mistakes. The final ranking is then published, and available accommodation is assigned on its basis.





# 2.

## lease

**LESSOR:** the owner of the house or apartment; it can be a person or an institution.

**LESSEE:** the tenant who rents the apartment.

**RENT:** the money that the tenant periodically pays to the owner.

**DEPOSIT:** the security deposit (also "deposit") is a sum of money that the tenant pays to the lessor when the lease is stipulated; it cannot exceed three months of the rent and is aimed at covering any damage to the property. If the rent has been paid regularly and if there is no damage to the property, the lessor must return the deposit, including accrued interests, when the tenant leaves the property and returns the keys.

**ENERGY PERFORMANCE CERTIFICATE (APE):** a document prepared by a licensed professional that provides information on a building's energy efficiency. When renting a single property unit (for example, an apartment), it is not mandatory to

## KEY WORDS



attach the APE, but the tenant must declare in a clause of the contract that he has received the documentation, including the certificate, relating to the energy performance.

**DEFAULTING TENANT:** a tenant is "defaulting" when he is in default, meaning he/she has not been able to pay the rent or the ancillary charges (condominium fees).

**TERMINATION:** the termination of the lease by the tenant or landlord.

**CECOLARE SECCA:** as an alternative to the ordinary regime, the lessor can choose the "Cedolare Secca" regime, with an agreed-upon contract, benefiting from a fixed tax deduction. In this case, it is not necessary to pay the registration tax.

**UTILITY:** the utility is the use, i.e. the supply, of a good or service. We can therefore speak of electricity, gas,



drinking water utilities, corresponding to a contract under the name of the tenant. Utility costs are generally not included in the rental cost.

**TRANSFER:** the procedure that may be required when you want to change the owner of the utility without interrupting the supply of electricity, gas, and drinking water. Therefore, the transfer procedure can only be done if the counter is still active.

**TAKEOVER:** the procedure for reactivating the supply that can be requested after the meter has been deactivated and the supply has therefore been interrupted for a period of time.

## WHAT IS RESIDENTIAL LEASE?

Lease for residential purposes or, in jargon, "rent", is a contract by which the lessor (owner/landlord) grants a property as a dwelling to a lessee (tenant) for a certain period of time, following the payment of a sum of money (rent).

## SUB-LEASE

Sub-lease (or sub-letting) occurs when the tenant rents part of the property (for example, a room) to another person (sub-tenant). The prohibition of sub-letting is often included in rental contracts: in this case, sub-letting is not possible. In any case, even if the contract does not include a prohibition to sub-letting, the tenant must always inform the landlord of the presence of other tenants by specifying their name and surname.

## PARTIAL LEASE OR COHABITATION

It is allowed to rent parts of the property (for example, a room) also to people who are temporarily present in the Municipality. The rooms for rent, the terms of use of the common areas, the expenses and possibly the sharing of expenses relating to gas, electricity, water, etc. must be defined. For a cohabitation agreement to be signed, landlord and tenants must live together.

## CONTRACT REGISTRATION AND NOTIFICATION

The contract must always be written. It must be registered by the landlord within thirty days, and notification of the registration must be given to the tenant and, if necessary, the

building manager within the following sixty days.

Warning: an informal or verbal agreement is never enough! Half of the registration fees are paid by the owner and the other half by the tenant. Registration can be made at the local offices of the Revenue Agency or on the website [www.agenziaentrate.gov.it](http://www.agenziaentrate.gov.it)

## MODIFICATIONS TO THE CONTRACT

Changes to the contract, including the entry of a new tenant who joins or takes over from another tenant who leaves the accommodation, must be made in writing and must always be registered. In general, the contract should always provide for possible modifications. In case of doubt, it is advisable to contact the **SUNIA branch office**.



### TO KNOW MORE

Law 9 December 1998, n. 431, "**Provisions on leases and release of buildings used for residential purposes**"

## types

### Negotiated-rent contract

### Fixed-rent contract

### Transitory-use contract

### Contract for university and postgraduate students

## features

In this type of contract, the rent is freely negotiated between the parties.

This type of contract allows for a lower rent, calculated on the basis of specific tables, which are compared to market rents. The contract must be certified by a union of tenants or an association of owners.

This type of contract can only be entered into if there is a real transitory need, that must be documented. The expected rent is the agreed one. The contract must be certified by a union of tenants or an association of owners. For Municipalities with less than ten thousand inhabitants, the rent is freely negotiated.

This contract is always at an agreed fee. It can be entered into only in Municipalities where universities, seconded or postgraduate courses are located. The contract must be certified by a union of tenants or an association of owners.

## duration

No less than 4 years. Unless otherwise required by the landlord, the contract is renewed for an additional 4 years.

No less than 3 years, extended by right for another two years, unless the landlord needs to take the property back.

No less than 1 month and no more than 18 months.

From six months to three years, renewable upon expiry.

## termination

The termination of the lease on the first deadline can only be given by the tenant. On the second deadline, in the absence of termination, the contract is renewed further under the same conditions. Both the landlord and the tenant can request to modify the existing contract which, if not renewed, definitively comes to an end.

Notice of termination of the lease on the first three-year expiry can only be given by the tenant. At the expiry of the further two-year period, both the landlord and the tenant can request to modify the existing contract which, if not renewed, definitively comes to an end.

For the contract for university students, the termination of the lease on the first expiry can only be given by the tenant. However, six months before the second expiry, the contract can be terminated by both parties.

## **RIGHTS AND DUTIES**

The lessor must deliver the property in a good state of maintenance and carry out the necessary repairs, excluding minor maintenance works. The tenant must pay the rent within the established terms, have responsibility for damages during the lease and carry out minor repairs.

## **RENT PAYMENT**

Generally, the rent must be paid by the 5th day of each month by bank transfer (preferable), bulletin on a current account or in cash (attention: there are limits for payment in cash!); a revenue/tax stamp, provided by the landlord, is also required. In case of cash payment, it is necessary to request a receipt certifying the payment of the rent.

## **CONDOMINIUM FEES**

Some expenses may need to be borne by the tenant, including cleaning service, lift operating costs and ordinary maintenance works, supply of water, electricity, heating and air conditioning, and provision of other common services. The tenant must pay these expenses within two months from the request. The tenant is always entitled to obtain a specific indication of the expenses with the allocation criteria, and to view the relevant supporting documents. The landlord must provide for extraordinary maintenance works. For accommodation with an autonomous boiler, the tenant is obliged to carry out periodic checks ("blue sticker") and routine maintenance at his own expense. This is because the tenant plays the role of "responsible third party" for running the electrical system, and may therefore have to repay the damage caused by his/her lack of attention to these obligations.

## VEXATIOUS CLAUSES



**Vexatious (unfair) clauses are special conditions that the landlord could impose and that are detrimental to the tenant.** These include, for example, “off the books” unwritten or unregistered contracts; transitional contracts in another person’s name; rent of beds in breach of hotels and guesthouses rules; use of services from real estate agencies chosen by the owner and that are costly for the tenant; precarious housing; housing without the minimum equipment, the required certification or which do not comply with safety regulations; request for additional guarantees (insurance, sureties, security deposits of more than three months).

For information and support, we recommend that you contact the **closest SUNIA branch**.

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### TERMINATION BY THE LESSEE

**Only the tenant can terminate the contract at any time** and, in this case, he /she must give notice to the lessor by registered letter with return receipt.

Notice must be given six months in advance, or less if so agreed between the parties in the contract, specifying the reason that justifies the withdrawal.

### TERMINATION BY THE LESSOR

If the landlord wants to terminate the contract already at the first deadline, he can do so only in the cases provided for by law:

- he/she intends to use the property for his/her own residential, commercial, craft or professional use (or for the spouse, parents, children or relatives within the 2nd degree);

## RENT SUBSIDY FUND AND BLAMELESS ARREARS FUND



The **National Fund to support access to rented housing**, whose annual endowment is determined by the Budget Law, has been established within the Ministry of Infrastructures and Transport.

In addition, Municipalities with particular housing problems can draw on the **Fund for subsidies in favour of blameless defaulting tenants**. The tenant who has been notified of an eviction for arrears may in some cases request the intervention of the State; these cases include: loss of work due to dismissal, company or union agreements and layoffs with a significant reduction in working hours, failure to renew fixed-term or atypical employment contracts, termination of freelance professional activities or registered companies, resulting from force majeure or loss of goodwill to a substantial extent, serious illness, injury or death of a member of the family that has resulted in reduced income. The holders of the lease contract for duly registered residential use, Italian or European citizens or non-EU citizens in possession of a regular residence permit, who have resided in an accommodation subject to eviction for at least one year, and meet the ISE/ISEE parameters provided for by the decree (ISE: 35,000 euros; ISEE: 26,000 euros) can access the fund.

**You can ask the Municipality you reside** in how to submit the application to access the subsidies.

Some Regions have introduced access requirements with regard to the Fund to support access to rented housing that can exclude foreigners, including refugees: for more information, **contact the ASGI Anti-Discrimination service**.

- he/she wants to use the property for public social, mutual, cooperative, welfare, cultural or religious use;
  - the tenant has free and suitable accommodation in the same municipality;
  - the property is included in a severely damaged building and the tenant's stay prevents renovation works
- from being carried out or the property being cleared;
  - the tenant, without justified reason, does not continuously occupy the property;
  - the lessor intends to sell the property to third parties and does not own any other residential property except the one used as hi-

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## PAY ATTENTION TO UTILITIES!



**The cost of the rent does not include all the expenses that the tenant has to bear!**

The cost of domestic utilities (gas, electricity, etc.) must always be added to the cost of the rent! If the stay is long enough, the tenant will have to register the contracts relating to the various domestic utilities in their own name. With the transfer, utilities are registered in the name of the new tenant by presenting certain documents to the supplier, such as: personal data of the previous holder (personal data on the old bill), personal data of the new holder (personal data, address, email address, etc.), identification codes of utilities (for example, the POD for electricity and the PDR for gas), address and meter reading. If the meter is disconnected and you want to register the utilities after you signed a new rental contract, you must request a takeover procedure, restore the meter connection and activate a new contract for utilities supply. If some bills were not paid by the previous user and if the meter is active, the new tenant **cannot** be forced to pay them! Warning: according to art. 5 of the “Lupi Decree”, anyone squatting in a building without a title cannot apply for a utility connection.

s/her own home (in this case, however, the tenant has the right to make an offer to purchase it).

**The landlord is still required to notify the tenant at least six months in advance**, by registered letter with return receipt indicating the reason.

for in application of territorial trade union agreements (in the case of an agreed, transitory or student contract), **are void**. If this happens, the tenant may request the return of the extra sums paid. **Agreements that provide for shorter periods than those provided for by law are void**.

## PROTECTION OF THE LESSEE

**Provisions for fees that are higher** than the contractual one (in the case of an open contract), or higher than those provided

## EVICION

Very often, in order to regain possession of a property due to the expiry of the lease, or because the tenant has not paid the rent, the landlord activates



### WHAT TO DO IN CASE OF EVICTION

If you have received an eviction notice, you should immediately **contact SUNIA** for legal advice and to verify possible solutions. For example, if the eviction is for arrears, you may be given 90 days to delay the payment (“grace period”).



## DEDUCTIONS FOR THE TENANT



The tenants of freely negotiated-rent contracts of real estate units used as main residence are entitled to a tax deduction, and therefore a possible discount on the tax return. The deduction depends on the type of contract and income. **You can contact SUNIA** for more information.

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the special eviction procedure, provided for by law, which urges the tenant to vacate the property he/she still occupies. **Warning: the eviction procedure can only be activated if there is a lease contract which was duly registered** with the Revenue Agency (if the contract is not registered it must be considered void and the property is illegally occupied).

There are several types of eviction:

- license for termination of the lease, if required before the expiration of the contract, to regain the property upon expiry;
- eviction for terminated lease, if requested after the expiry of the contract, in order to obtain the release of the property;
- eviction for arrears, to request the termination of the lease, the release of the property and the payment of overdue rents.

The landlord can also apply for a payment injunction in relation to overdue rents.

## NOTIFICATION OF PROPERTY CONVEYANCE AND DECLARATION OF HOSPITALITY

In the case of properties rented to non-EU citizens, the lessor must notify the rental to public security authorities (Police Headquarters, Police Station, ...) within 48 hours of signing the contract. The lessor must also communicate the names of all non-EU citizens present at the property. Forms are easily available online. There are penalties for failure to communicate the above.

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### OTHER OPPORTUNITIES FOR HOUSING AUTONOMY

Some refugee reception centres provide for **orientation to housing integration and a "housing contribution"**, which can be granted upon leaving the centre. Furthermore, in some territories, thanks to banking foundations, local authorities or civil society initiatives, specific interventions such as social housing, cohabitation, family accommodation, support and orientation services, have been activated to support the housing autonomy of the weakest sections of the population. If you are accommodated in a reception centre, you can ask staff for more information. Otherwise, you can call the toll-free number for asylum-seekers and refugees (800 905 570), consult the **JUMA MAP** or the Municipality you reside in.







# 3.

## *anti-discrimination* **measures**

Discrimination is an act performed or a behaviour adopted by a public or private entity, which causes an unfair disadvantage to a person due to his/her belonging to a specific ethnicity or nationality.

## DISCRIMINATION CAN BE DIRECT OR INDIRECT:

- **DIRECT:** the criterion of ethnicity or nationality is used explicitly to determine exclusion or less favourable treatment. An example is a real estate agency that displays the sign "*PROPERTIES ARE NOT RENTED TO FOREIGN CITIZENS*".
- **INDIRECT:** the act or behaviour is apparently neutral but, in fact, it involves a difference in treatment or the exclusion of foreign citizens. For example: in a notice for the assignment of public housing, the criterion of residence in the Region for at least 5 years, even if foreseen for all, is indirectly discriminatory because statistically foreigners have greater mobility and therefore more difficulty in having long-term residence in the Region (Constitutional Court, judgment no. 44/2020).

## LEGAL FRAMEWORK



If you are a beneficiary of international protection (refugee status or subsidiary protection) you are protected by national and European laws.

Art. 32 of Directive 2011/95/EU provides that a beneficiary of international protection has the right to FULL equal treatment with citizens of the Member State as regards access to housing.

1. Member States shall ensure that beneficiaries of international protection have access to accommodation under equivalent conditions as other third-country nationals legally resident in their territories.

2. While allowing for national practice of dispersal of beneficiaries of international protection, Member States shall endeavour to implement policies aimed at preventing discrimination of beneficiaries of international protection and at ensuring equal opportunities regarding access to accommodation.

Art. 34 of the Charter of Fundamental Rights of the European Union also provides that: "3. In order to combat social exclusion and poverty, the Union recognises and respects the right to social and housing assistance so as to ensure a decent existence for all those who lack sufficient resources, in accordance with the rules laid down by Community law and national laws and practices".

Italian legislation protects legally residing foreign citizens against any form of discrimination in access to housing. Art. 43 paragraph 2 lett. c) of the Immigration Consolidation Act states that: "anyone who illegally imposes more disadvantageous conditions or refuses to provide access to employment, housing, education, training and social assistance services to a foreigner who is legally residing in Italy only because of his status as a foreigner or his belonging to a specific race, ethnicity, religion or nationality" puts in place an act of discrimination.

For more information or to request support, **you can contact the ASGI Anti-Discrimination Service.**

## DISCRIMINATION IN ACCESS TO PUBLIC RESIDENTIAL HOUSING

The procedure to access social housing is regulated by regional provisions and Municipalities' administrative acts.

- Among the documents necessary to access the application procedure, some Regions require documents translated and certified by the Italian Embassy, attesting the absence of real estate properties abroad or in the country of origin. Beneficiaries of international protection cannot be asked for this documentation, as stateless citizens or political refugees are treated on equal footing with Italian citizens. This means that, for the purposes of assessing their economic circumstances, there is no need to submit declarations issued by Embassies or Consulates, since only income and assets potentially held in Italy must be taken into account and, if existent, be self-certified, as is required of Italian citizens. In any case, two judgments of the Court of Milan in 2020 established that requesting the above

documents to all non-EU citizens is discriminatory.

- As a further requirement to access the public housing application procedure, some Regions and Municipalities require prolonged residence or work activity in the area for a few years. The regional law of Lombardy, which required 5 years of residence and was particularly disadvantageous for foreign citizens, was declared unlawful by the Constitutional Court, and therefore repealed. Moreover, with judgment no. 9/2021, the Constitutional Court established that the seniority of residence cannot be included among the criteria for attributing a higher score for the assignment of public housing because it does not determine a condition of greater need.

## DISCRIMINATION IN ACCESS TO PRIVATE ACCOMMODATION

**Access to private accommodation depends on free bargaining; therefore, it is more difficult to "verify" the legitimacy of a private person's decision not to rent his**



## accommodation to a foreign person.

Two scenarios can happen:

**1.** The accommodation negotiation is carried out entirely between private individuals, and the landlord refuses to rent the accommodation to foreigners. In this case, the ban on excluding a person from the negotiation "because he/she is a foreigner" remains valid, but it is more difficult for a lawyer or a union to demonstrate that the refusal is due precisely to the ethnicity or citizenship of those who had applied as tenants.

**2.** The negotiation between landlord and tenant is carried out through a real estate agency and the agency refuses to make appointments or to show the apartment to a foreign person, or displays a clear indication (either on the website or inside or outside the shop) such as "WE DON'T RENT TO FOREIGNERS". In this case, it is possible to contact a lawyer to assert your right to damage compensation for having been excluded from the negotiation on a discriminatory basis.

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## UNAR TOLL-FREE NUMBER AND REGIONAL ANTI-DISCRIMINATION NETWORKS



Are you a victim or a witness of discrimination? **You can call the toll-free number 800 90 10 10 activated by UNAR** (National Office Against Racial Discrimination). UNAR also promoted the establishment of regional anti-discrimination networks, managed by the Regions, tasked with identifying and following-up on discrimination phenomena, collecting reports and carrying out cultural mediation and support activities.

**For further information:** <http://www.unar.it/la-nostra-rete/centro-antidiscriminazione/elenco-centri-antidiscriminazioni/>





# **4.**

## **access to residence**

**Beneficiaries of international protection** "can move and reside freely on the national territory" (Article 29, paragraph 1 of Legislative Decree n. 251/2007) and, therefore, **have the right to be registered in the civil registry of a Municipality, like Italians and other legally residing foreigners. Persons holding asylum-seeker residence permits**, who are different from individuals who have already obtained international protection, also **have the right to residence and to be registered in the civil registry.**

Residence is also dealt with by the Geneva Convention of 28 July 1951, ratified and enforced in Italy by Law n. 722/1954. In particular, art. 26 of the Convention provides that "*each Contracting State shall accord to refugees lawfully in its territory the right to choose their place of residence*". Art. 27, which obliges the contracting states to issue identity documents "to any refugee in their territory who does not possess a valid travel document" is also relevant in the Italian legal system, as registration is a necessary prerequisite to issue an identity card.





## RIGHT TO REGISTRATION IN THE CIVIL REGISTRY

In Italy, beneficiaries of international protection have the right to registration (residence) in the Municipality they live in. **In order to be registered in the civil registry** it is not necessary to hold a rental contract or to own a property, **but it is sufficient to habitually reside in a specific Municipality.** In fact, you can be registered in the civil registry even if, for example, you live with friends or relatives, in a family home, in a reception centre, in a shelter, in a protected community or in social housing.

Art. 5 of Law Decree 28 March 2014, n. 4 states that "anyone who illegally occupies a property without the right to do so cannot apply for residence"; however, if you are in an informal settlement or in a residential occupation you may be entitled to "fictitious" residence. This is residence at a fictional address that allows you to have an identity card and, therefore, to access some services. Warning! Not all Italian Municipalities have established the fictitious residence, but Municipalities are obliged to register anyone who has the habitual residence, even informal, on its territory.

**For more information, contact the Municipality where you live.**



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**Il grande colibrì** (Bologna)  
and **AIIMS** (Foggia) and the  
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in revising the text.

The **UN Refugee Agency (UNHCR)** has been providing protection and assistance to refugees, asylum-seekers, internally displaced and stateless people since 1951. The Agency is present in 135 countries around the world and has been awarded the Nobel Peace Prize twice.

The **Association for Legal Studies on Immigration (ASGI)** was founded in 1990 and brings together lawyers, university professors, legal practitioners and jurists with a specific professional interest in legal issues related to immigration.

The **National Unitary Union of Tenants and Assignees (SUNIA)** has been the main organization of private tenants and assignees of public housing in Italy since 1972. Its purpose is the recognition of the right to housing for every citizen.

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**JUMA MAP and toll-free number for asylum-seekers and refugees**

Consult the online map of services for asylum-seekers and refugees throughout Italy ([www.jumamap.com](http://www.jumamap.com)) or call **the toll-free number 800 90 55 70** (also reachable via Lycamobile: +39 351 13 76 335). It is a national ARCI project, supported by UNHCR.

**ASGI - Association for Legal Studies on Immigration**

Contact the ASGI Anti-Discrimination Service: [antidiscriminazione@asgi.it](mailto:antidiscriminazione@asgi.it)  
tel. +39 351 55 42 008

**SUNIA - National Unitary Union of Tenants and Assignees**

Find and contact the closest local branch and make an appointment:  
[www.sunia.it/sedi-regionali](http://www.sunia.it/sedi-regionali)

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[www.unhcr.it](http://www.unhcr.it)  
[www.asgi.it](http://www.asgi.it)  
[www.sunia.it](http://www.sunia.it)