

### Is it possible to regulate the economic and patrimonial relationships between two cohabiting individuals not bound by marriage or civil union?

Yes, it is possible to turn to a Notary to draw up and authenticate a legitimate cohabitation contract for both heterosexual and same-sex couples not bound by marriage or civil union.

This contract has been expressly provided for by Article 1, paragraph 50 of Law No. 76 of May 20, 2016, which regulates registered cohabitations, but can also be analogically applied to unregistered cohabitations, i.e., de facto cohabitations.

### What does “registered cohabitations” mean?

These are cohabitations that the cohabitants have communicated to the Municipality of residence through a specific register by means of a demographic declaration for the establishment of cohabitation pursuant to Article 1, paragraphs 36 et seq., of Law No. 76/2016.

To register a cohabitation, the cohabitants must:

- be of legal age;
- cohabit;
- be stably united by a couple’s emotional bond and mutual moral and material assistance;
- not be related by blood, affinity, or adoption, nor be married to each other or to other persons.

### What is the difference between de facto and registered cohabitations?

Law No. 76/2016 provides for certain rights only for registered cohabitations, namely:

- each cohabitant can appoint the other as his/her representative with full or limited powers in case of illness resulting in incapacity to understand and desire, for decisions regarding health matters; and in case of death, regarding organ donation, body treatment modalities, and funeral celebrations;
- in case of death of the owner of the common residence, the surviving cohabitant has the right to continue living in the same residence for two years or for a period equal to the cohabitation if it exceeds two years and in any case not exceeding five years;
- in case of death of the cohabitant who signed the lease contract or of his/her withdrawal from the lease contract of the common residence, the other cohabitant has the option to succeed him/her in the contract;
- in case of termination of cohabitation, the judge establishes the right of one cohabitant to receive maintenance from the other cohabitant if he/she is in a state of need and unable to provide for his/her own support. In such cases, maintenance is awarded for a period proportional to the duration of cohabitation;
- the Notary who received the cohabitation contract must also provide within ten days a copy to the Municipality of residence where the cohabitation is registered.

### Returning to cohabitation contracts?

Cohabitants (both “registered” and de facto) can regulate the patrimonial relationships related to their life together by signing a cohabitation contract that regulates the methods of contribution to the needs of the couple’s life, in relation to each person’s assets and professional or household work capacities.

### Any examples?

Cohabitants can agree to:

- provide for the needs of their relationship, and therefore for common expenses, in proportion to a percentage or fixed shares;
- in case one of the cohabitants, due to reasons beyond his/her control, finds himself/herself without income, or with an income reduced by a percentage to be defined compared to that he/she holds at the time of signing the cohabitation contract, the common expenses will be borne exclusively by the other cohabitant for a period not exceeding ...;
- to attribute equal patrimonial value to the strictly economic contribution and maintenance to be provided by one of the cohabitants, and to the collaboration and organizational support offered by the other

cohabitant who is currently not employed, who will therefore provide for the same needs by providing his/her collaboration, even domestic, and by carrying out any activity aimed at organizing and strengthening the solidarity bond;

- that upon termination of cohabitation for a reason other than the death of one of the cohabitants, cohabitant X will pay cohabitant Y for his/her collaboration in the common life a sum equal to ... percent of his/her taxable income, resulting from the last tax return submitted before the termination of cohabitation, for each year and fraction of a year of the duration of the cohabitation itself;
- that in case of termination of cohabitation by unilateral decision of one of the cohabitants, the other cohabitant will retain the right to use the dwelling for at least ... months from the moment of the termination of cohabitation itself;
- to draw up an inventory, signed by both cohabitants, of furniture, furnishings, vehicles, etc. purchased by each separately before the start of cohabitation or during cohabitation, possibly indicating the economic contribution of the other cohabitant in the purchase of such goods;
- establish the conditions for the termination of cohabitation, in addition to death of one of the cohabitants, by mutual dissent, unilateral termination, or abandonment of the common residence for a period not less than ... consecutive days, except for reasons related to work, health, education, or family;
- Establish the obligations arising from the termination of cohabitation, including, for example, the obligation of one of the former cohabitants to transfer to the other the share of a property in which the cohabitation took place.