

Introduction

Findings from the UNHCR Home Visit report: Living in the Shadows, indicate high levels of economic vulnerability amongst Syrian refugees, with two out of three living below the Jordanian absolute poverty line of 68 JOD/person/month (96USD). Levels of poverty are higher amongst female than male-headed households. Most families need to spend more than they earn in order to meet their household needs, with average expenditure being 1.6 times greater than income. Refugees must therefore resort to a range of coping strategies to survive. Rent represents the largest proportion (57%) of refugee households' expenditure, followed by food (24%) and utilities (8%). The majority of refugees (91%) live in rented accommodation. Of those renting, one in five families has no rental contract. This lack of proper tenure documentation can be a barrier to obtaining an MOI card, and leaves tenants vulnerable to exploitation or eviction by landlords.

The aim of the cash-for-rent intervention is two-fold; 1) to provide secure tenancy without risk of eviction, and 2) to ensure access to shelter in non-camp settings for Syrian refugees. Both aims tackle protection and security concerns for Syrian refugees in urban and rural settings.

The objective of these guidelines is to inform shelter sector partners of best practices for implementing conditional cash-for-rent assistance targeting Syrian refugees in the host communities. These guidelines have been developed by a taskforce of the Shelter working group (WG).

Definition

Conditional cash assistance, as defined between the Working Groups on Shelter, Cash and NFI in the context of the RRP6 and 3RP formulation, is any form of cash assistance that has specific conditions attached. There are two types of conditions related to cash transfers: *qualifying conditions* and *use conditions*. A cash transfer based on qualifying conditions is "one given *after* recipients have performed some task or activity as a condition of receiving the cash transfer." As for use conditions, this type of transfer is when the "agency puts conditions on how cash is spent."¹

These guidelines are written for conditional cash transfer in the category "use conditions", more specifically, using the money to pay for rent. As suggested in the 3RP, all forms of conditional cash assistance will have to be endorsed through the targeted sector, i.e. cash for rent through the Shelter Sector. However, the Basic Needs Sector² will continue to act as an advisory body and resource-sharing forum for actors using conditional cash as a modality to provide assistance.

Scope of Intervention

Beneficiaries are selected based on a vulnerability scoring developed by each implementing agency. The highest scoring is usually granted to households that have no written lease, are at risk of eviction, or are overcrowded. Female headed households, individuals with physical disabilities, the elderly, and other highly vulnerable individuals are prioritized in these instances as they are more likely to resort to

¹ *Glossary OF Cash Transfer & Voucher Terminology* –The Cash Learning Partnership (CaLP)

² *The Basic Needs Sector was created in 2015 by merging the Cash and NFI working group, thus also continuing the cash working group technical support to the inter-agency response in Jordan.*

negative coping strategies and less likely to have a secure tenancy.³ In the future this scoring should be aligned and harmonised with the roll-out of the inter-agency Vulnerably Assessment Framework (VAF). In order to avoid duplications, it is also important that agencies cross-check with the Shelter and Cash WG members by sharing beneficiaries list so that cash assistance (whether conditional for rent or unconditional) is not provided to same household by different agencies simultaneously, knowing that unconditional cash grants are also used predominantly for shelter-related expenses.

Cash-for-rent is paid directly to the landlord of the property where the refugees are staying, against a valid lease agreement valid for at least one year. Transfers are made via cheque, bank transfer, ATM cards, or direct cash for the whole tenancy agreement or on a set periodical basis (i.e.: monthly, bi-monthly, and so on); the method and rate of payment will be determined on a case-by-case basis. This assistance is based on an agreement between the landlord and the organization which states that rent will not increase for the period of the rental contract. This will ensure refugees have a secure tenancy once the cash-for-rent assistance activity is finished.

It is advised that security or insurance deposits should not be paid to landlords to secure a tenancy agreement. It is important to have the following documents signed between all parties: 1) a valid rental contract between the landlord and the beneficiary, 2) agreement between the agency and the landlord.

A standard rental agreement template exists in Jordan however this is weighted in favor of the landlord⁴. It is therefore advisable to use an alternative approved by the Shelter Working group and verified by a lawyer.⁵ It is important for a rental agreement to be stamped and signed by the local authorities⁶. This helps to facilitate the issuing of a new MoI card which alleviates protection concerns. If the agreement is not authorized it does not legally protect the tenants from eviction. A municipality will authorize leases for a fee of approximately 10-15JD. This involves a check on the status of both the property and the landlord including if the landlord has tax arrears or if the property has irregularities, e.g. lack of building permits, or occupancy permits, or proof of property.

Level of Assistance and Value for Money

The amount and duration of cash-for-rent assistance will vary between agencies based on budgets, however it is recommended that agencies guarantee no less than 3 months of rental support. An agreement of less than 3 months has little impact and does not provide enough time for refugees to accumulate savings for future rental payments once the cash-for-rent assistance has ended. This timeframe can then be extended dependent on budget and individual cases. It is recommended that assistance is not provided for longer than 8-10 months as prolonged assistance may start to impact local rental costs in the host community. In general a monthly sum of between 100-200JD is an adequate cash-for-rent installment dependent on household and property size and average rental costs in the area.

In addition agencies may want to consult a guidance note⁷ and expenditure basket⁸ developed by the Cash Working Group of Jordan in 2014, which is being updated in 2015 by an inter-agency task force.

³ Lives unseen: Urban Syrian refugees and Jordanian host communities three years into the Syria crisis (CARE)

⁴ Considerations for lease contracts for shelter actors, prepared by NRC ICLA

⁵ NRC has developed an alternative rental agreement template (Owner Beneficiaries Tenure Agreement) which can be shared upon request.

⁶ Article 5: The Law Regulating Leases No.3 (1973)

⁷ Guidance note on sizing developed by the Cash Working Group

⁸ Expenditure basket developed by the Cash Working Group

These tools are used to evaluate the level of assistance to be provided based on the income of the household⁹ and the assessment of rental prices. This information will ensure the level of assistance will be accurately adjusted to reflect more vulnerable cases.

Before interventions take place, it is recommended that an assessment of the most current rental prices is conducted in the host communities. This is meant to establish average rental prices to inform the rental transfer value before providing assistance. It is also recommended that when agencies have finished assistance this activity should be linked with providing awareness on housing and tenancy rights (refer to HLP Technical Guidelines).

Monitoring and Dispute Resolution

It is recommended that agencies conduct monthly monitoring to ensure that tenants are still living in the accommodation, there is no increase in rent, the housing is secure and no additional rents are claimed to the tenants by the landlord. The Shelter WG is developing post-activity-monitoring guidelines to monitor the work and outcomes of projects. Implementing agencies should use these guidelines once they are endorsed by the WG; agencies can also use other monitoring tools specific to their organizations alongside the Shelter WG post-activity-monitoring guidelines. It is also suggested that agencies establish a dedicated hotline number for refugees to use for queries and problems.

Shelter actors can support landlords and tenants resolve their disputes by:

- Ensuring that both parties understand their obligations under the contract with agencies taking time to explain the terms clearly. Arranging legal information sessions for landlord and the tenant together can be a helpful way of making sure both parties understand the seriousness of their contractual obligations and potential remedies at law for breach of contract.
- Drafting appropriate contracts that cover the most common types of dispute.
- Providing details of where the parties can go in case of dispute (agreed mediators specified in the contract or legal aid providers).
- Providing a follow-up and feedback mechanism back to the organization.
- Monitoring and recording problems (e.g. evictions) to feed into improved programme design and to share details with other shelter actors in the shelter working group.

Landlords should be supported to regularize their holding through the provision of advice and support. Furthermore enquires should be made regarding the status of the tenant (are they registered with UNHCR, with the Mol card). If they are not registered with authorities note that the irregular nature of the property will act as a barrier to them becoming registered and accessing services.

In some circumstance refugees and landlords may exploit cash-for-rent by signing “fake” lease contracts at a much higher amount – on the understanding that they will share the “profit”. Actors need to demonstrate that checks and balances are considered in programme design to avoid this.

⁹ Throughout this document, “household” is defined based on the definition of the term in the *Shelter and Settlement Strategy for Jordan*.