# **Introduction**

This SoP concerns the agreement of the tenant and/ or the property owner to take part in the NS programme. This SoP does not relate to the tenancy agreement between the property owner and tenant, or the property owner and the NS. However, information is included in this SoP for when the NS essentially sub-lets the rented property to the target household being supported.

If following [IFRC (2020) Step-by-step guide for rental assistance to people affected by crisis](https://cash-hub.org/resource/step-by-step-guide-for-rental-assistance-to-people-affected-by-crisis/) , step 3, sub-step 1.2 Rental Agreement and Payment which in addition to programme agreements also covers tenancy agreements and rental payments please see SoP 2.1.8 for information on tenancy agreements, and please see SoP 2.1.6 for information on rental payments.

Tools and Examples from the toolkit, that may be useful to assist here include:

* 3.1.2\_Example\_AgreementLetter\_Bahamas\_RentalAssistance.docx
  + An example of an agreement between NS and tenant but also signed by the property owner, where the NS sets out that they will support the tenant with rental payments, but that this is dependent on the property owner.
* 3.1.2\_Example\_Agreement\_SVG\_RentalAssistance.docx
  + A very simple example of an agreement between NS and tenant describing the support to be provided related to rental payments.
* 3.1.2\_Example\_CertificateEnrollmentProgramme\_Poland\_RentalAssistance.docx
  + A certificate/letter that was given to prospective tenants who were eligible for the programme to give them confidence to seek rental accommodation, with some assurance of support from the National Society.
* 3.1.2\_Example\_ProgrammeAgreement\_Poland\_RentalAssistance.docx
  + Formal agreement between National Society and Recipient of support (tenant) outlining the support offered and the conditions of support. This was given after the certificate (example described above) and used once the accommodation was found.

# **Types of agreement**

## **National Society and tenant - programme agreement**

The most common agreement is where the National Society (NS) wants to sign an agreement with the tenant/ proposed recipient of support so that the type of support that is to be made available is understood and the responsibilities of the tenant and the NS under the programme are clarified.

This often includes:

* Confirming the interest of both parties to enter into a rental agreement.
* The duration of support.
* The amount of financial assistance (for example for monthly rental payments, deposit etc.) and specifically when this will be paid. This may also describe what will happen with the deposit at the end (strongly encouraged to be left with the tenant to support them in placing a deposit for future rentals or to support their return etc.). If there is uncertainty on when payments will be made exactly, this must be communicated to manage expectations. It can be extremely stressful and put the tenant at risk of eviction or exploitation if they are unable to pay the rent in time and are not warned in advance to be able to try to manage this.
* That both parties are taking part in the programme in good faith.
* That the NS may withdraw support if it is later found that incorrect or fraudulent information has been provided in the application for the programme.
* That the NS may withdraw support if the tenant is found to be supported under another agency’s rental programme for the same period.
* That the tenant household commits to notifying the NS if they leave the property.
* That the tenant consents to monitoring visits.
* That harassment by neighbours/property owners will be reported immediately and explaining how.
* How the tenant can complain about NS staff and volunteers (e.g. giving information on a hotline and examples of types of complaints).
* Data protection may also be part of this but may be covered elsewhere also.

There may sometimes be conditionality related to receiving rental assistance support this can relate to agreeing to take part in complimentary programmes such as language lessons or employability workshops/ livelihood programming for example. Where this is the case, this should also be included in the agreement.

Note that there are other terms of agreement on the role and responsibility of the tenant in the tenancy agreement signed with the property owner, or in a tripartite agreement where this exists. See SoP 2.1.8.

## **Sub-let type of agreement**

If the programme involves the RC renting property and then allowing the target population to stay in the property, then it is important that any legal considerations related to this are explored. For example, it may be possible that the arrangement becomes an assumed tenancy agreement under the law if for example a contribution is taken from the household supported with accommodation towards costs (such as to support utility costs). There may also be rights that are afforded to the household purely because they are occupying a property for a certain amount of time, this may particularly be the case where sole use of the property is made by one household.

However, in the majority of situations and especially where no payment is taken from the tenant, it is possible to have an agreement for use of the property. This may include information on:

* Information on who is supporting them (The NS name) and why they are being supported.
* How long the supported household can stay.
* Who specifically can stay in the property (it may list the exact individuals)
* What to do if they wish to depart the accommodation.
* That they must take good care of the property and report any damage.
* How they can report problems with the accommodation.
* That they must immediately notify the NS if they depart.
* Conditionality related to engagement on complimentary programmes.
* There may be legal information explaining that they don’t have a tenancy agreement under a specific law.
* Consent information related to processing of data – see Data Protection section in SoP 2.2.2

## **Property owner agreements**

There may be a separate process related to contracting property owners, see SoP 2.1.8

Separately there might be an agreement between the property owner and National Society for engaging in the programme. This could relate to a range of considerations including:

* If the NS gives the property owner a grant for improving the property to a habitable condition for renting that the property owner agrees to give a rent-free period or a discount to tenants placed under the programme.
* That the property owner agrees not to discriminate against tenants based on characteristics such as ethnicity, gender, sexual orientation etc.
* The property owner agrees to mediation by staff of the NS.
* Rental guarantee or additional damage cover provided by the NS.

## **Agreements with other service providers**

There could be a range of service providers other than property owners involved in the programme such as:

* Letting and managing agents tasked to support the NS with finding suitable properties or undertaking day-to-day management of properties on behalf of the NS.
* Legal service providers who might review tenancy contracts for tenants on behalf of the NS.
* Contracting of NGOs, CSOs or private organisations that can assist with tenant and landlord mediation or delivering complimentary programming (such as language lessons for example).

Where it is possible that they may come into contact with vulnerable people to be supported under the programme, it is important that they are briefed and sign-up to the Red Cross code-of-conduct, which all contractors should understand and agree to. Additional vetting for safe-guarding and risk management (e.g. reputational risk) purposes may also be required.