Tool 1.7 – Security of Tenure Assessment Form for Rental Assistance

# Introduction

The following has been created considering:

* [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 1, sub-step 7
* [NRC & IFRC (2016) Security of Tenure in Humanitarian Shelter Operations](https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&cad=rja&uact=8&ved=2ahUKEwjm15b_tdb_AhW3RUEAHZfkC4oQFnoECAoQAQ&url=https%3A%2F%2Fwww.nrc.no%2Fglobalassets%2Fpdf%2Freports%2Fsecurity-of-tenure---in-humanitarian-shelter-operations.pdf&usg=AOvVaw3hKDsURef4h4vEzuF3QG_q&opi=89978449)

Note that this form is only for use when considering rental assistance programming rather than for example, the security of tenure considerations related to a shelter repair programme. The below list is a question list drawn from previous experiences of various rental programmes. It is expected that you might complete it drawing information from a range of sources.

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| **Ref.** | **Question** | **Response** |
| 1 | Do property owners use written or unwritten contracts? |  |
| 2 | If unwritten or verbal contracts are used, are they witnessed by specific individuals (e.g. undertaken in front of the local community leader or religious leader)?  Is there customary law which sets a framework for these agreements, and what are the key aspects of relevant customary law? |  |
| 3 | What sorts of written contracts are used?  Are there different contracts for short-term lets vs long-term lets for example. Are there different contracts for renting a room in a shared house vs renting a whole apartment. |  |
| 4 | Do property owners or rental agencies all have their own contracts or is there a standard contract mandated? |  |
| 5 | Do the contracts need to be notarised? Or registered with a public authority (for example, to be valid)? |  |
| 6 | What statutory law is available that creates the framework for tenancy agreements? Is this well understood by property owners?  Is this legislation likely to be changed in the near future? What sorts of changes are planned? |  |
| 7 | Is there a difference between customary and statutory law in how agreements are perceived and enforced? |  |
| 8 | Is there are a “right to rent” for some and not for others depending on migration status?  If relevant, does this mean that those without the “right” to rent” can only access the informal sector and how to agreements work here? |  |
| 9 | What are the key parts and terms included in an agreement (written or verbal)?  for example:   * Date of commencement * Tenancy end date * Rental price * Responsibility related to property taxes and utilities * How notice is served related to ending the tenancy agreement? * Property owner’s name and contact details and ID number * Tenants name and contact details and ID number etc? * Etc. |  |
| 10 | What obligations and restrictions does the tenant have under the standard agreements?  e.g. payment of rent on time, but also with respect to maintenance of the property, restriction on use of the property for income generating activities? |  |
| 11 | What obligations does the property owner have under the standard agreements?  e.g. maintenance, notice period related to end of agreement/eviction etc. |  |
| 12 | What rights if any does the property owner have to enter the rented property during the agreement period? Does this vary by type of rental agreement? |  |
| 13 | How is the deposit protected? Does a check-in and check-out process need to be completed where proof of condition is collected to enable the deposit return? What happens when the deposit is not returned? |  |
| 14 | Is there a need to have a personal liability insurance as or another type of insurance as a precondition prior to accessing the rented apartment? |  |
| 15 | How are agreements enforced? What mechanisms (e.g. appeal to courts/ police etc.) available if things go wrong? |  |
| 16 | Is the target population likely to have a good understanding of their roles and responsibilities and how to operate a tenancy agreement?  What could the programme do to support this to help the property owner and tenant avoid problems? |  |
| 17 | Does the legislation include a greater protection for some types of tenants (e.g. mothers with infant children) against eviction in certain situations? |  |
| 18 | Are there certain groups of people that property owners are hesitant to rent to because legally they are hard to evict? |  |
| 19 | Are there some groups who will struggle to rent because they cannot enter into a formal rental agreement because they lack the appropriate civil documentation? |  |
| 20 | Are most property owners men and/ or represented by men? And are most tenants in the population you are targeting likely to be women? How will this impact how agreements are negotiated and operated? (given the cultural and social norms you operate in).  Potentially your programme could include supported negotiations with outreach workers to support more vulnerable groups. |  |
| 21 | What typical problems to existing (host community or displaced) tenants experience before, during and after related to their tenancy? |  |
| 22 | Do property owners need to prove they have the right to rent the property (e.g. that they own it or are the representatives of the owners) and how do they prove this?  Are there risks associated with property owners claiming to have the right to rent-out the property and other property owners or the “real” property owner appearing in future? How can this risk be mitigated? |  |

As part of this exercise, you may want to gather a range of standard written agreements that could potentially be reviewed and where appropriate offered to property owners and tenants where the property owner or rental agency does not have a standard agreement.