

INTRODUCTION

Jordan hosts more than 655,831,000 registered Syrian refugees, the equivalent of approximately 7% of its population. As of September 2016 some 78% or 514,275 registered Syrian refugees were living in host communities throughout the country in urban and rural areas; 25% of individuals are severely shelter vulnerable and 50% are highly shelter vulnerable. They report shelter as their single most pressing need, and the search for shelter is now one of the key sources of tension between Syrian refugees and Jordanian host communities. For refugees that have been able to secure a roof over their heads it is often at relatively high rental prices. High rental prices increase vulnerability and contribute to insecurity of tenure. One in five Syrian refugee families in host communities do not have any form of rental contract.

The aim of the cash-for-rent intervention is two-fold; 1) to provide secure tenancy without risk of eviction; 2) to ensure access to shelter in non-camp settings for Syrian refugees. Both aim to 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 vulnerable Syrian refugees and 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 and Basic Needs in the context of the Jordan Response Plan (JRP) 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.” A *use* condition refers to the type of transfer when the “*agency puts conditions on how the cash is spent.*”

These guidelines are written for conditional (restricted) cash transfer in the category “use conditions”, more specifically, using the cash to pay rent. Conditional cash-for-rent is coordinated through the Shelter WG; however, the Basic Needs sector will act as an advisory body and resource-sharing forum for actors using conditional cash as a modality for providing assistance.

SCOPE OF INTERVENTION

In order to reach the most vulnerable families with shelter assistance, organizations are encouraged to use the inter-agency vulnerability assessment framework (VAF). Female headed households, individuals with physical disabilities, the elderly, families with school-aged boys and girls, and other highly vulnerable individuals and groups should be prioritized as they are more likely to resort to negative coping strategies and less likely to have secure tenancies.

Organisations are encouraged to share beneficiary lists with the coordination structures and report all assistance on RAIS in to avoid duplications.

Cash-for-rent is paid directly to the landlord of the property. Transfers are made via cheque, bank transfer, ATM cards, Hawala or direct cash for the whole tenancy agreement or on a set periodic 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 should be based on a signed agreement between the landlord and the organization. Legal requirements for the CfR intervention:

- Landlord is able to prove **ownership** of the property
- **Agreement** between the agency and the landlord clarifying roles and responsibility of both parties
- **Lease agreement** signed between the landlord and the tenant covering at least the timeframe of the assistance, exceptions to this requirement should be clearly documented through case management.

The selection of beneficiaries should be based on need rather than on who has the correct paperwork. Ideally there should be a contract in place between the landlord and the Syrian refugee family. Ideally, this contract should have been stamped by the municipality. However in the event that a family qualifies for assistance based on their need but does not have any paperwork, this should not prohibit them becoming a beneficiary.

It is important that we consider the “do no harm” approach and if there is an informal agreement between the parties the organization should ascertain why there is no paperwork and highlight the benefits to all parties of making the arrangement formal and transparent by use of a lease agreement. When mediation efforts are necessary the case can be referred to a legal actor in order to provide the needed advice and support to the parties to enable the signing of a lease agreement. Landlords should be supported to regularize their property through the provision of advice and support to obtain the necessary documentation which are prerequisites for authorizing lease agreements.

A standard rental agreement template exists in Jordan, however this is weighted heavily in favour of the landlord¹ and it is advisable to use an alternative approved by the Shelter WG and verified by a lawyer.²

LEVEL OF ASSISTANCE

The amount and duration of cash-for-rent assistance will vary depending on household vulnerabilities and organizations' strategies and budgets, however it is recommended that organizations guarantee no less than three months of rental support: support for less than three months has little impact and does not provide enough time for vulnerable households to accumulate savings for future rental payments once the cash-for-rent assistance has ended. This timeframe can be extended based on household assessments. It is recommended that assistance is not provided for longer than 8 months. Adequate cash-for-rent instalments dependent upon the household size and geographical location of the property (see table below). In addition, organizations should refer to the Monthly Expenditure Basket (MEB) updated by an inter-agency task force in 2016.

The table below provides an overview of average rents by locations depending on the number of persons:

Average of Rent (JOD)	Family Size							AVERAGE
Governorate	1	2	3	4	5	6	7+	
Ajloun	92	88	95	94	105	102	123	108
Amman	124	148	156	168	170	173	197	173
Aqaba	101	137	130	144	148	145	172	148
Balqa	85	102	115	125	126	127	151	131
Irbid	93	115	122	133	139	144	168	148
Jarash	96	102	103	112	116	120	140	124
Karak	84	89	101	110	108	111	116	109
Maan	83	102	103	108	110	113	121	111
Madaba	86	109	117	127	131	131	144	131
Mafrq	87	110	119	131	135	141	158	139
Tafleh	78	83	95	91	100	91	102	94
Zarqa	86	104	109	115	118	121	139	123
Grand Total	108	127	133	143	145	148	169	150

It is further recommended that when organizations have distributed cash-for-rent, this activity should be linked with providing awareness on housing and tenancy rights (refer to HLP Technical Guidelines).

¹ Considerations for lease contracts for shelter actors, NRC

² NRC has developed an alternative lease agreement template, shared with the Shelter and Protection WGs in 2015 and available upon request.

MONITORING AND EVALUATION

It is recommended that agencies conduct regular monitoring to ensure that tenants are still living in the accommodation, the housing is secure and no additional rents are claimed by the landlord. The shelter WG has developed post-activity monitoring guidelines to monitor the work and outcomes of the projects. Implementing agencies are encouraged to use this endorsed guidelines. It is also suggested that organizations establish a dedicated hotline for beneficiaries to use for queries and problems.

Shelter actors can support landlords and tenants resolve any arising 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 landlords and the tenants 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 disputes (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 program design and to share details with other shelter actors in the shelter WG

In some circumstances tenants and landlords may exploit cash-for-rent assistance by signing “fake” lease contracts at an inflated rent amount – on the understanding that they will share the “profits”. Organizations need to demonstrate checks and balances are considered in program design to avoid this, and align rental assistance with average rents to avoid rental inflation.