

INTRODUCTION

Jordan hosts more than 633,000 registered Syrian refugees, the equivalent of approximately 10% of its population. As of January 2016 some 85% or 538,000 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) and a vulnerability assessment tool that uses the highest scores for those households that have no written lease, are at risk of eviction, and/or are living in overcrowded accommodation. 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. In order to avoid duplication, it is important that organizations cross-check with both the Shelter and Basic Needs WG members by sharing beneficiary lists so that cash assistance (whether conditional for rent or unconditional) is not provided to the same households by different agencies simultaneously, knowing that unconditional cash grants are used predominantly for shelter-related expenses.

Cash-for-rent is paid directly to the landlord of the property, 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 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, or alternatively a signed declaration by the landlord, which states that rent will not increase for the period of the rental contract. This ensures that beneficiaries have a secure tenancy for the duration of the lease once the cash-for-rent assistance ends.

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: 1) a valid rental contract between the landlord and the beneficiary and approved by the local authorities; 2) an agreement between the organization and the landlord, or alternatively a signed declaration by the landlord, stating the rental amount, the duration of rent assistance and a pledge not to evict the tenants or increase the rent after the cash-for-rent assistance ends.

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 It is important that rental agreements be stamped and approved by the local authorities³. If the lease agreement is not authorized it does not legally protect tenants from eviction and an approved lease agreement is an alternative requisite⁴ for the Government of Jordan's verification exercise and is therefore essential to alleviate protection concerns. A municipality will authorize leases for a fee of

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.

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

⁴ The other two options being that the landlord accompanies the Syrian tenants to the police station or the refugees can request a statement of address from UNHCR

approximately 10-15 JDs. 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.

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 3 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. In general a monthly amount of between 75 and 200 JDs is an adequate cash-for-rent installment 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) prepared by an inter-agency task force in 2015.

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

Monthly rental costs (in JD) for adequate apartments by family size							
Governorate	No. of persons						
	1	2	3	4	5	6	7+
Amman	73	128	128	149	147	155	170
Jerash	-	73	112	108	112	125	140
Rusaife	-	92	117	118	130	130	140
Salt	-	68	88	86	101	104	133
Zarqa	-	105	112	108	130	135	149
Irbid (City & Bani Obaid)	-	-	146	157	156	159	200
Irbid (other)	-	122	111	104	114	126	147
Ajloun	-	-	147	112	106	124	133
Average	73	100	120	120	125	145	152

Table: Monthly Expenditure Basket (MEB), Shelter 2015

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).

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

Landlords should be supported to regularize their property through the provision of advice and support to obtain the necessary documentation (e.g. building permits, or occupancy permits) which are prerequisites for authorizing lease agreements.

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.