

National Individual Forced Eviction Guidance Note

Lebanon, 2022



This national guidance note provides a **minimum standard for cross-sector prevention and response to individual forced eviction threats and incidents across community groups**.¹ It recognises the multi-dimensional and far-reaching impact that individual forced eviction has on a person's life and aims to **provide an overview of sector roles and responsibilities with regards to preparedness, prevention, and response**. It has been drafted based on recognised good practices and lessons learnt from across Lebanon Crisis Response Plan (LCRP) regional field coordination (South, Beirut & Mount Lebanon, North, Bekka) and sector partners (Protection, Shelter, Social Stability, Child Protection, GBV, Water, Basic Assistance, Food Security & Agriculture and Livelihood). This guidance can be adapted at field level to detail specific response measures, but field-issued

guidance should keep in line with the principles and good practices outlined here.² The guidance is divided into the following sections:

- Guiding Principles
- Eviction Scenarios and Persons at Heightened Risk
- Cross-sector preparedness
- Cross-sector response to risk of eviction (pre-eviction)
- Cross-sector response to eviction incident (post-eviction)
- Annexes

Guiding Principles for protection sensitive and do-no-harm interventions



Do no harm - all actions must avoid incentivising eviction threats and incidents as well as rental increases: Referrals for monetary forms of assistance (i.e., cash for rent) should be used with care to avoid undermining collaborative dispute resolution efforts for eviction diversion and relocation routes. It is critical that eviction response programs do not incentivize eviction and support as much as possible tenants to resolve eviction threats and incidents by drawing on their own resources and support networks as well as through legal aid support. To avoid rent increases by property owners as much as possible cash-for-rent interventions should pay rent in line with the existing amount and currency being charged by the property owner.



Do no harm – in instances where incidents of violence, exploitation, coercion, neglect, and abuse is identified and perpetrated by the property owner or close neighbour, the primary priority of the staff member is, with the informed consent of the individual, to remove them out of harms way. If there is physical/psychological safety risk due to the property owner or close neighbour, it is advised to close the eviction deviation process and move to post-eviction responses for relocation. Ensure that any longer-term referrals for assistance do not keep the individual inside the current shelter but support the individual to get out of harm.



Respect the tenant and property owner relationship: Partners should be sensitive to, and mindful of the tenant and property owner relationship when facilitating discussion about possible solutions to their dispute and avoid any actions that may endanger the positive relation that may exist between the tenant and property owner.



Negotiations should be collaborative: Although response to eviction should be tailored to the most urgent need of the person at risk as well as case dynamics and background, it is advisable that the parties to a housing dispute are offered facilitation of Collaborative Dispute Resolution (CDR) where partners encourage both parties to work collaboratively and in good faith to resolve issues which may arise.³

Note on Referrals

Partners should respect the [Inter-Agency Minimum Standard on Referrals](#). The individual being referred should be assured that the referral-receiving agency will contact them within a certain time-period, and adequate follow up will be done. Referrals made for case management services should consider acceptance of the case as the final step for follow up on the referral.

You can find the referral pathways for eviction under the relevant sector in the online [Inter-Agency Service Mapping](#).

¹ **Threat of Eviction:** The individual/household is asked to leave the house by a person (landlord, family member, community etc.) or an entity (municipality, local authority, etc.) for any reason (financial, personal dispute, public health, security, etc.). Usually, a deadline is given. Could also be imposed by circumstances (building structure, weather, fire, etc.).

² You can access individual and collective eviction tools and resources created across sectors here: [Dropbox - Evictions Folder](#).

³ **Collaborative Dispute Resolution:** an alternative method to resolving a dispute between tenant and property owner prior to court order.

Eviction scenarios

Individual eviction threats and incidents commonly take place in privately rented accommodation (usually residential and non-residential buildings) and **most commonly by the property owner but can also take place by authorities and the community.**⁴ According to protection monitoring findings the three most common drivers of individual eviction are: **inability to pay rent, tension with property owner (PO) and reappropriation of property (often to increase profitability).** This guidance will focus on these three scenarios conducted by a private property owner although these are not exhaustive grounds for eviction.

In terms of eviction notices, it is most common for refugees to have a verbal lease agreement, while Lebanese typically have a written lease agreement. Eviction is often announced by, or on behalf of the PO. The notice period may vary from immediate to several days, or up to several months. Normally, a court order for the eviction has not been secured,

despite being unlawful without one. Usually, evictions from private apartments by a property owner are on a smaller scale (affecting an individual or small number of households) compared to those by public authorities and security agencies.

Eviction risk/incident is a protection threat that can expose persons to several associated protection risks. There are **persons, who due to their specific circumstances or characteristics, are at heightened risk of experiencing an eviction threats or incident and are likely to be more severely impacted as a result.** These persons should be prioritised by partners when responding to eviction. The table below outlines protection risks linked to eviction and persons at heightened risk, **however each region should further define these risks and vulnerabilities to capture regional specificities.**

Individual Eviction Driver	Protection risks	Persons at heightened risk (likelihood/impact)
Inability to pay rent or overdue rent payment	<ul style="list-style-type: none"> • Extortion (ex. harassment of single women headed households to take benefits from PO/neighbour, sharing false information about the household to pressure them to leave) • Forced labour: (ex. PO/neighbour compelling involuntary work forcefully under threat of eviction or even sex work in exchange for rent) • Physical and psychological violence and abuse including threats by PO/neighbour • Deliberate deprived access to basic services by PO (ex. leading to unsafe access to water and sanitation) 	<p><i>Socio-economic status including unemployment linked to following characteristics:</i></p> <ul style="list-style-type: none"> • Single parent or caregiver (especially if female, widow, divorcee) • HH unemployed with high number of children • HH has member/s with severe disability⁵ • HH member/s with chronic illness (additional costs for HH) • Older person / person with disability unable to care for self • Older person / person with severe disability with children • Severe mental health conditions unable to function consistently • Head of household is illiterate⁶
Tension with property owner and/or community (complaints about health and/or environmental risks due to solid waste management issues including not connected to sewage network, inter/intra communal tensions, political or religious profile, municipal pressure)	<ul style="list-style-type: none"> • Interruption of vital lifesaving services (health especially for certain profiles) • Homelessness in general increases risk of individuals to the above situations of exploitation, coercion, deprivation etc • GBV risks • Child protection related risks 	<ul style="list-style-type: none"> • Single male youth, especially living with other young men. • Male adult without legal status • Members of LGBTQI community • Living in location with opposing religious or political affiliation • Large or multiple households in same apartment, especially with young children in general as well as children with autism and other conditions which may raise noise levels (likelihood) • Living at proximity to security facility or environmentally protected area and without functioning SWM, sewage network connection
Property owner wants to reappropriate building for personal or other use	<ul style="list-style-type: none"> • Confiscation of ID • Confiscation of belongings including medication 	<ul style="list-style-type: none"> • Living in agricultural farm/area • Living in non-residential building without lease contract • Inability to pay rent or accumulation of debt pushes the PO to use property for more profitable circumstances

⁴ Individual evictions can also be carried out by the community or by authorities particularly in case of security concerns or tensions however these incidents tend to be less common than by private property owners directly. It is more common for individual evictions to take place in private residential and private non-residential buildings than in collective shelter and informal settlements.

⁵ Persons with severe disability include persons who 'cannot do at all' or 'very difficult' based on the Washington Group Questions. CALP recent study shows that globally these households have approximately 10-40% greater costs than households without a person with disability, in Lebanon persons with disability face greater barriers to employment. A Chameleon study in 2022 found that households with a person with disability are made up of an average of 7 members, larger than the average household size. Shelters are usually seen as economies of scale however households with a member with a disability seem to opt for more stable shelters in a better condition which may lead to higher rent costs. This also indicates the greater impact eviction can have for households with disability and the disabled member.

⁶ VASYR 2022 identified a correlation between eviction and level of education. It is more likely a head of household who is illiterate will be evicted compared to a higher education level.

Cross-Sector Preparedness Measures

The table outlines good practices shared by field offices which have allowed teams to respond to individual eviction risk and incidents in a timely and coordinated manner.

Sector	Preparedness measures	Preparedness actions
Protection, Shelter, Livelihood (LH), Basic Assistance (BA), SGBV, RNA teams	Timely, accurate and accountable referrals between agencies and according to priority criteria take place. Access to an accurate & up-to-date service mapping (location, eligibility criteria, referral protocol, primary & back up contact point (email/phone are included) is available.	<ul style="list-style-type: none"> • Frontline staff/managers are trained on safe identification & referral in line with eviction prioritisation criteria and according to the Inter-Agency Minimum Standards on referral. • Shelter and protection staff are particularly well trained on identifying protection risks. • All operational partners must update and use the Inter-Agency service mapping, so a clear & accurate referral pathway is in place at field level.⁷ • Where possible, a common Inter-Agency referral platform is used across agencies, this has proved useful in the North with all shelter partners using RAIS.⁸ • All partners report referrals conducted on the Inter-Agency referral monitoring platform and trends are discussed quarterly in working groups.
Protection, Shelter, Legal, SOST	Communities have access to information on available services and assistance for eviction prevention/response and have knowledge and awareness of their HLP rights .	<ul style="list-style-type: none"> • Awareness raising and trainings take place for community focal points/groups, frontline staff and local authorities (municipalities and Mokhtars) on tenancy rights and obligations and available legal, protection and shelter services and criteria • FAQs on eviction and lease agreements are available for partners, community focal points/groups and local authorities • Due diligence checklists are in place and shelter, protection, legal staff are trained and use it
Protection, Shelter, BA, Livelihoods, SGBV, SOST	Operational coordination (share information, avoid duplication, share good practices/lessons learnt etc)	<ul style="list-style-type: none"> • Regional geo-splits are in place as outlined in the service mapping • Partners report and cross-check assistance on RAIS for Syrian & other nationality refugees/stateless with file • Protection monitoring supports prioritisation of assistance • Cross-sector regional Eviction Task Force (North) in place as necessary • Coordination mechanism with MOSA and MOIM is established to respond collaboratively to incidents/risks caused by tension
Protection, SOST, Shelter, Water	Early warning channels are in place to identify high risk eviction areas and actions taken to reduce tensions	<ul style="list-style-type: none"> • Regular sharing of eviction trends from protection and tension monitoring, complaint, and feedback mechanisms takes place • Provision of environmentally friendly latrines and on-site wastewater treatment • Joint advocacy on solid waste management issues
Shelter, Legal, Protection	Last-resort relocation options are in place and known by staff which enables staff to adequately inform households/individuals of available options.	<ul style="list-style-type: none"> • The status of collective shelters and emergency temporary shelter (ETS) units are regularly updated and shelter, protection & legal staff are trained to provide accurate information on housing stocks • ETS, OFC and Collective shelters are adapted for full universal accessibility

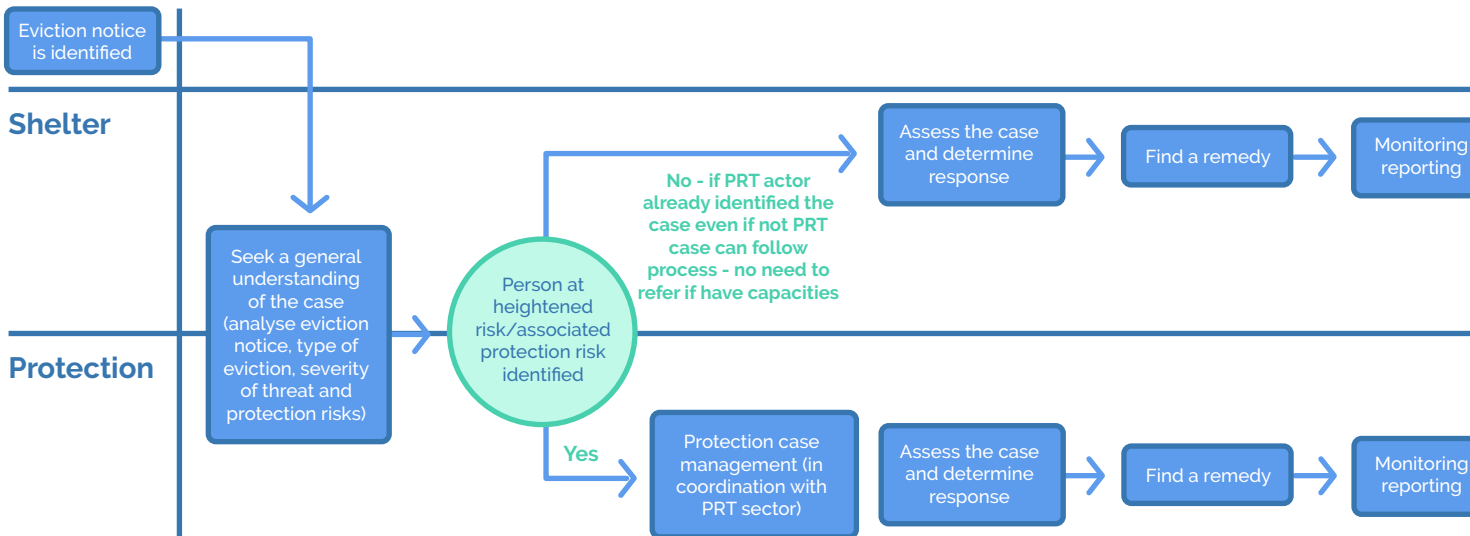
⁷ **Services may include** Shelter, Cash, Legal assistance, In-kind Core Relief Item distribution, Protection assistance, livelihoods as well as others.

⁸ RAIS is the Referral Assistance Inter-Agency System. It is a referral management system.

Pre-eviction: cross-sector response to risk of eviction (eviction diversion)

This section outlines the steps that partners usually take to divert eviction when an eviction threat has been identified and captures good practices and lessons learnt as shared by sub-regional field teams across sectors.⁹ Response to individual eviction should be tailored to the specificities of the case such as the driver of eviction, protection

profile of the case and depending on the agencies internal resources and capacities. Furthermore, regional differences and dynamics should be factored into the response. The flowchart below only captures the broad steps of the process between sectors but will be adapted on a case-by-case basis.



Good practice box: Protection staff have the expertise required to safely assess the likelihood and severity of the threat and identify persons at heightened protection risk as well as any associated protection risks. Therefore, protection staff as best placed to receive and filter eviction cases for onward referral. However, shelter staff may often identify eviction cases first in which case they should also be trained on safe identification and referral for protection cases, communication skills and basic negotiation especially regarding MOU agreements.

Eviction notice is identified

Eviction notices are identified through a variety of channels: self-referrals via helplines, national call centres, emails and walk ins, operational NGO staff, outreach volunteers and community groups. In the North, shelter partners receive all referrals for Syrian registered refugees and stateless persons with a file on the RAIS platform, while in other regions, partners use RAIS only to report and cross-check assistance provided.

Seek a general understanding of the case (analysis of the notice, eviction type, severity of eviction threat and protection risks)

Upon identification of eviction notice the partner (usually a protection partner - see good practice box 1) seeks a **general understanding of the case including conducts an analysis of the notice, the likelihood and severity of the threat and identifies any protection risks**. Preliminary information should be collected to identify whether a referral is required and to whom.

- Understand *the rationale and underlying reasons for the eviction notice* (look at the drivers and background of the threat and note down any apparent protection risks or profile of the case)
- Date the eviction notice is issued
- Analyse the legality of the notice (see Annex 1 for legality of individual eviction) identifying information (name, address, contact number) of the tenant/occupier and if appropriate the property owner (this should be sought at this stage from the person of concern directly only if they consent)

Good practice box: In the North, all shelter partners use RAIS to receive and conduct referrals for Syrian registered refugees and stateless individuals with a file. This means there is a unified access point for individual eviction referrals which are received and filtered and referred onwards to the relevant agency. This has worked well to ensure the coordination of assistance and to avoid duplication as it allows the cross-checking and booking of assistance.

⁹ **Eviction diversion** means **identifying a remedy** whereby the property owner **abandons/postpones** the eviction threat and **agrees to allow the tenant or occupant to remain** in their current shelter. If diversion fails or is not desired for protection reasons mitigation measures should begin. See *eviction diversion definition*, p.2. <https://www.globalprotectioncluster.org/wp-content/uploads/Key-Concepts-and-Definitions-for-Evictions-Response-Programming.pdf>

Refer to appropriate service provider to assess eviction threat, identify protection risks and determine response

In some cases, depending on the capacity and expertise of your agency, conducting the eviction assessment and the identification of protection risks will go hand in hand. However, at other times a referral to a case management agency will be required, where a person at heightened risk or associated protection risks is identified – and as per the usual case management geo-split.

If yes: First check whether the person is receiving case management and refer if not to appropriate provider who will be responsible for arranging the detailed eviction assessment and supporting the coordination of relevant responses in relation to the eviction threat.

- **Protection case management:** Individual/household wants to relocate because of extreme community tensions amounting to **Legal and Physical Protection Needs (LPPN)**. They should be **referred to a case management partner first, who then decides whether a referral for CDR to a legal or shelter partner is appropriate**. May include persons who receive active physical safety threats, have experienced physical aggression due to their profile (religion, race, ethnicity, political affiliation, gender, sexual orientation), serious personal or family disputes or perceived social transgression, including serious threats related to debts.
- **Child protection case management:** For cases where the evictee may be a survivor of GBV or there are signs of exploitation by land/property owner or neighbour.
- **GBV case management:** For cases where the evictee is a child headed household/unaccompanied or separated child.
- **Legal:** If only, the Identity Document is confiscated, and no other protection risks are present (apart from the eviction threat itself) refer to legal actor directly.

If no:

- **If the identifying agency has the required capacity and resources to conduct an eviction assessment of the case and respond** the partner should directly conduct a more thorough eviction assessment if the agency does not have the capacity or resources, they should refer.

Conduct an eviction assessment

Assess in more details the situation of the person and the severity of the eviction threat/incident to be able to adequately analyse the case. For cases referred to case management the eviction assessment should be conducted by a trained caseworker or jointly with a trained shelter staff. Unless staff are trained on **legality, adequacy, and breach of contract** it is advised to be accompanied by a legal staff. Key sections of the eviction assessment include:

1. **Reasons for the eviction notification** (e.g., disagreement with the landowner, inability to pay rent fees, utilities, landowners increasing rent based on repairs etc.)
2. **Legality** (including legislation related to the Beirut port explosion)
3. **Rationality**
4. **Adequacy of the eviction notice**
5. **Risk level of the threat.** This helps to prioritize cases and understand how urgently the case should be responded to.
6. Consider **breach of the contract's terms and collect relevant facts and evidence**, including examining tenure documents the tenant and owner are in possession of (lease agreement/tenancy document, verbal agreement, utility bills, etc.) which establishes the **tenant housing rights**.
7. **Collect information on vulnerabilities of the tenant and their capacity to adopt positive coping mechanisms.**
8. **Provide a brief written summary of the case and recommendations in the assessment form.**

Good practice box: If there is physical or psychological safety risk due to the property owner or close neighbour the primary priority of the staff member is to remove the individual from harm. Staff should close the eviction deviation process and move to post-eviction responses for relocation. Staff should make sure that any provision of longer-term referrals for assistance do not keep the individual inside the current shelter but with consent of the person at risk support them to move out of harm's way but as much as possible in proximity to their support network.

Lesson learnt (BML): Many eviction cases observed have multiple needs, they are not only at risk of eviction, but often without legal status, have members engaged in child labour and other risks. Therefore, it is important to assess eviction cases through a protection lens to ensure a holistic understanding of the case and what variety of cross-sector remedies might be appropriate.

If an eviction assessment has been previously conducted for the case, with the informed consent of the individual/household the information can be transferred to the newly receiving service provider. This is preferable because once an individual/household has explained their story and particular details to the eviction threat it is best for that agency to retain contact with the individual/household if possible and to avoid the individual/household repeating the story.

Find a remedy

Remember: it is important not to incentivize eviction by property owners and to support as much as possible tenants to resolve eviction threats and incidents by drawing on their own resources and support networks. The partner should be equipped to provide the person with **information on available services and options** to support them to make their own decisions. In case a referral is needed the partner should seek informed consent or support self-referral, whilst also managing expectations.

The appropriate remedy will depend on:

- clear eviction date
- eviction type (inability to pay rent, tension etc)
- whether the person is at heightened risk / there is an associated protection risk
- whether the person is receiving other forms of assistance and services which may positively support their ability to address the situation
- eligibility criteria of forms of assistance
- whether there is an available support network and system for the individual/household
- whether the eviction is recurrent and extent of previous negotiation with the property owner already

Lesson learnt box: Individuals identified by shelter partners and supported through shelter interventions but who are unable to overcome their shelter needs due to their specific protection situation may be best supported by a protection partner who through a case management approach can coordinate a range of complementary services and provide social input (individual/group PSS, vocational course, specialized services etc.) which is shown to more successfully address their underlying needs.

This table outlines the types of interventions provided across sectors to respond to eviction threats. This is based on good practices shared by field teams. For further detail on criteria and availability by region please see the online Inter-Agency service mapping under each sector.

Sector	Protection, CP, GBV ¹⁰	Shelter	Legal	Social Stability	Water	Health	Education	Basic Assistance and FSA	Livelihood
Inability to pay rent	<p>Case management (PRT, CP, GBV) including counselling for protection cases (at risk of GBV, child HoH, unaccompanied)</p> <p>Emergency Cash to prevent/reduce eviction or associated risk. Disbursement within 72 hours. \$90 USD provided in LBP. Max. 2 distributions. Most effective when used alongside CDR to allow HH to remain in shelter while alternative solutions found. Can act as bridging device prior to RPCA/CFR and other interventions. Use of ECA must be limited and careful to avoid incentivizing eviction by PO.</p> <p>Recurrent Protection Cash is used to mitigate/prevent protection risk. Used alongside other interventions as case management response. 2-4 weeks to disburse. \$90 USD provided in LBP at Sayrafa Rate for period 3-12 months. Serious harm would result without a response and referral for CFR not appropriate or applicable.</p>	<p>Cash for Rent for 6-8 months. Rent ceiling set by governorate (70% plus of rent is aim). Permits retroactive Criteria: HH must have a shelter and valid contract, shelter must meet minimum shelter and Water standards, be socio-economically vulnerable. Prior due diligence required. Priority for protection cases. Use should be careful/limited to avoid eviction incentive by PO.</p> <p>Shelter rehabilitation supports both PO and tenant. Can freeze rent payments & improve quality shelter for PO and accessibility for PWD/OP.</p> <p>Occupancy Free of Charge¹¹ can support HH to remain in shelter free of charge for 12-months. Should be good relationship btw PO/tenant and when HH is unable to relocate for several reasons if shelter is sub-standard. 2-weeks needed for approval. Contract with PO required.</p> <p>Due diligence (see legal)</p>	<p>Legal counselling and assistance on HLP rights and obligations of tenant and PO.</p> <p>Collaborative Dispute Resolution (CDR) between tenant and PO (overturn eviction, extend eviction notice, reduce rent or draft installment plan). Particularly where: confiscation of ID, belongings, medication. Effective alongside other interventions (ECA). Where consent given by tenant/PO informal dispute resolution focal points may help (Mokhtar/sheikh etc.). Any settlement should be drafted and signed by both parties.</p> <p>Due diligence: If eviction threat is abandoned, existing tenancy documents should be modified to strengthen security of tenure. Legality, adequacy, and breach of contract should be checked by legal.</p> <p>Legal Representation if tenant wants to press charges and can demonstrate proof of payment (very exceptional).</p>					<p>In exceptional cases and where available referrals (not UNHCR/WFP) for MPCA & provision of food e-cards/cash</p>	<p>Cash for Work & work-based learning are not immediate response but may contribute to improve socio-economic situation.</p> <p>Criteria: see IA service mapping. Priority for: HH at risk of child labor, PwD/OP.</p>

¹⁰ Given high number of eviction cases, emergency cash and recurrent cash assistance are provided according to specific criteria as per the Protection Sector Cash Guidance July 2022 (Eng/Arabic) The sector recommends that partners use these cash assistance to respond to eviction in a limited manner to avoid incentivising landlords to increase rents due to presumption of assistance by NGOs or IOs.

¹¹ The Occupancy Free of Charge (OFC) agreement with the property owners for one year (or more) in exchange of rehabilitation, where landowner should accept that the beneficiary continues living in the house for a minimum timeframe (e.g.: one year) from the completion of rehabilitation works, in exchange for OFC.

Sector	Protection, CP, GBV	Shelter	Legal	Social Stability	Water	Health	Education	Basic Assistance and FSA	Livelihood
Tension by private person <i>(as above in addition to)</i>	<p>Case management. particularly relevant when threat due to tension amounts to physical protection case (safety threat due to religion, belief, gender, sexual orientation, politics) or family/personal dispute.</p> <p>Emergency Cash has proved a useful temporary bridging device prior to receipt of RPCA and CFR and to offset tension with the property owner (see details above)</p>	<p>Privacy installments in case supports to mitigate tension and GBV risks.</p> <p>Shelter rehabilitation supports both PO and tenant and can be effective at reducing tension as PO benefits from improved quality of shelter.</p>		<p>Collaborating with MOSA, MOIM if tension arises with non-private person (authority)</p> <p>Longer term advocacy on solid waste management issues</p>	<p>Mitigation measure - provision of environmentally friendly latrine, on site wastewater treatment</p> <p>Hygiene & sanitation in case of overcrowding and to reduce poor relations with neighbor/PO</p>			<p>In exceptional cases and where available referrals (not UNHCR/WFP) for MPCA & provision of food e-cards/cash</p>	<p>Cash for Work & work-based learning are not immediate response but may contribute to improve socio-economic situation.</p> <p>Criteria: see IA service mapping. Priority for: HH at risk of child labor, PwD/OP.</p>
Repurposing of property <i>(where linked to inability to pay rent see above options)</i>	<p>Emergency Cash has proved a useful temporary bridging device while the individual tries to find alternative solution.</p>	<p>Shelter rehabilitation can allow tenant to remain in shelter and PO benefits. It can improve accessibility of shelter for PwD/OP.</p>						<p>Referral for medium-term assistance options can be useful where repurposing of property linked to increasing profitability by PO combined with inability to pay rent by tenant</p>	<p>Referral for medium-term assistance options can be useful where repurposing of property linked to increasing profitability by PO combined with inability to pay rent by tenant</p>

Post-assistance follow up (monitoring & reporting)

Partners should conduct periodic monitoring, by phone or in-person to ensure that the solution reached is being upheld and respected by parties to the agreement and that any protection concerns that may exist are noted. It is encouraged that when there is a **main responding-agency** (the actor that resolved the case or providing case management) the agency should look at the **combined impact of the different forms of assistance the individual/household may have received in preventing, mitigating, or reducing the eviction risk/incident.**

Lesson learnt box (North): Using ECA alongside collaborative dispute resolution (CDR) has proved more effective in addressing eviction than using either ECA alone. **See annex C on best practices and lessons learnt on CDR.**

Post-eviction: Response to actual eviction incident through relocation support and mitigating impact

The process to respond to individual eviction incidents is broadly in line with the outlined response to individual eviction threats prior to movement. **However, eviction incidents do usually require a fast-track response in order to support households/individuals make informed decisions about where to relocate in order to avoid homelessness and the associated risks.** This section will only outline important additional considerations to those outlined in the above section.



When eviction is unavoidable take all possible steps to prevent homelessness. Support the evictee find alternative suitable accommodation themselves in a safe and dignified manner through their support networks and take every effort to support the individual to mitigate the negative impacts of the eviction.



Unless there is a specific reason why the evictee/s should leave the area they live in, **it is always best practice for people to remain within their communities, to prevent breaking their support networks and to mitigate any knock-on effects to their livelihoods, children's schooling, health care etc.**



Psychological first aid (PFA): People who have been evicted may be in a state of shock and/or distress. It is important for staff to use their PFA skills when communicating with the individual or members of the household. PFA communication can have a significant effect in calming individuals, helping them to feel supported and secure and ultimately reducing and potential trauma which may arise at a later stage.

Movement tracking

The agency/organisation responding to support individual/household through the eviction incident **must maintain contact with them after relocation to another accommodation.** This is required to ensure they are not at risk of secondary eviction, or face other protection concerns in the new place of residence. Where individual/household is receiving case management, the service provider should make sure to inform them about services in their new place of relocation and to link them to available services.

Good practices box: Last resort on stand-by Standard Shelter Units and Emergency Temporary Shelter Units support individuals particularly sensitive protection cases when they are unable to identify alternative shelter arrangements amongst their networks. In 2021 the north rehabilitated 15 Emergency Temporary Shelters to be universally accessible for persons with disability as well as for other protection cases. These OFCs and ETS provide temporary accommodation for one month until alternative accommodation is found. **Keeping these stocks up to date and their availability known to staff is essential.**

Find a remedy

For the majority of cases who have been evicted, the most important response from humanitarian staff will be to prevent homelessness by supporting individuals/households to make an informed decision about where to relocate. It is important as much as possible to support evictees to resolve eviction incidents by drawing on their own resources and support networks as much as possible. However, people may need support to understand the options available to them and to weigh the benefits and the risks. The evictee may require support to contact friends and family to ask them whether they can stay.

The table below provides an outline of different sector interventions in response to an eviction incident. It is based on good practices shared by field teams. Partners should check specific response options available in your region through the online Inter-Agency Service Mapping.

Good practices box: When protection and shelter **staff are trained and fully informed** of *availability in collective shelters, unoccupied available housing stocks, cash for rent and other services as well as their criteria* they are able to provide **accurate information to individuals/HH about available relocation options** in their area as well as on transportation routes.

The table below provides an outline of different sector interventions in response to an eviction incident. It is based on good practices shared by field teams. Partners should check specific response options available in your region through the online Inter-Agency Service Mapping.

Sector	Protection, CP, GBV	Shelter	Legal	Social Stability	Water	Health	Education	Basic Assistance and FSA	Livelihood
Inability to pay rent	<p>Case management (PRT, CP, GBV) including counselling. Responsible for coordinating eviction interventions and link to new services.</p> <p>Emergency Cash can a. support relocation (transport, alternative shelter, deposit, communication costs, moving belongings), temporary bridging device to longer term support and homelessness to find temporary accommodation. Use should be limited/careful to avoid incentive by PO.</p> <p>Recurrent Protection Cash is used to mitigate/prevent protection risk. Used alongside other interventions as case management response. 2-4 weeks to disburse. \$90 USD provided in LBP at Sayrafa Rate for period 3-12 months. Serious harm would result without a response. Referral for CFR not appropriate or applicable. Can respond to address homelessness. Use should be limited/careful to avoid incentive by PO.</p>	<p>Cash for Rent for 6-8 months. Rent ceiling set by governorate (70% plus of rent is aim). Due diligence in new property required to ensure secure tenancy and sustainable impact. Criteria: HH must have a shelter and valid contract, shelter must meet minimum shelter and Water standards, be socio-economically vulnerable. Prior due diligence required. payments. Priority for protection cases. Use should be limited/careful to avoid eviction incentive for PO.</p> <p>Shelter rehabilitation & Occupancy Free of Charge can support HH to remain in new shelter free of charge for 12-months. Should be good relationship btw PO/tenant and in case shelter is below minimum standards.</p> <p>Emergency Temporary Shelter/Temporary Shelter Unit: for PRT cases only, 1-month free rent to support HH while find alternative shelter.</p>	<p>Legal counselling and awareness post-relocation on HLP rights, obligations incl. benefit of documenting lease agreement.</p> <p>Collaborative Dispute Resolution to support establishing lease agreement with new PO, negotiation of rent and tenure security, extend notice period to plan for relocation; support retrieval of ID and assets if confiscated</p> <p>Legal representation: Where tenant wants to press charges and can demonstrate proof of payment. Refer to Legal actor.</p>				<p>If HH/individual relocates outside of their community staff should support them to know schools available in their areas.</p> <p>Transfer of registration to local school if relocation ONLY in exceptional cases.</p>	<p>In-kind distribution of NFI for evicted cases</p>	<p>Cash for Work & work-based learning are not immediate response but may contribute to improve socio-economic situation.</p> <p>Criteria: see IA service mapping. Priority for: HH at risk of child labor (particularly if female headed), single headed household, HH with PwD/OP member or individual with disability or older person.</p>

Sector	Protection, CP, GBV	Shelter	Legal	Social Stability	Water	Health	Education	Basic Assistance and FSA	Livelihood
Tension by private person (as above in addition to)	Case management to ensure safety in new location particularly relevant when threat due to tension amounts to physical protection case (safety threat due to religion, belief, gender, sexual orientation, politics) or family/personal dispute.	Privacy installments fitted where there is overcrowding in new location. Avoid use of shelter rehabilitation or OFC where tension exists between HH and PO in new shelter.		In new shelter ensure that latrine is environmentally friendly to reduce future tensions. Provision of hygiene & sanitation products in case of overcrowding and to reduce poor relations with neighbor/PO					
		Shelter rehabilitation & Occupancy Free of Charge can support HH in case relocating to property below minimum standards. Should be good relationship btw PO/tenant.							

Note: where there has been breach of MOU by property owner in case of shelter rehabilitation or CFR shelter will do an initial negotiation and where this is not successful referral to legal actor will take place.

Annexes & Tools

Toolbox: Joint Eviction Folder 2022

- [Collective Eviction Guidance Note, 2018](#)
- [FAQ on eviction 2021](#)
- [FAQ on lease agreements 2021](#)
- [Due diligence checklist, 2021](#)

Annex 1: Legality of individual forced evictions by private property owner

Annex 2: Lessons Learned on Collaborative Dispute Resolution

Annex 1: Legality of individual forced eviction by private property owner¹²

Rights and obligations of tenants and owners are regulated by the Code of Obligations and Contracts (COC) of 1932.¹³ Both parties are free to determine the duration of the lease.¹⁴ In built properties, if the agreed duration is shorter than 3 years, the tenant is permitted to extend the lease to a full three years once the initially agreed duration expires.¹⁵ **It is important to note that verbal lease agreements are valid under Lebanese law, though the content of such agreements might be difficult to prove in practice.**

Eviction is a legal procedure according to Lebanese laws when it is preceded by two conditions: 1. The lease agreement is terminated or ended based on legal justification; 2. the eviction followed the rules and due process that are specific and clear by law.

The property owner can terminate the lease agreement for the following reasons:

a. When the rent period has ended, however there are three considerations

- **Automatic renewal:** when the tenant stays in the property beyond the end period of the contract with the (clear or deduced) approval of the owner who continued to collect the rent from the tenant. In this case the lease agreement is automatically renewed with the same period and conditions of the initial agreement even though there is not a new signed agreement. In this case there was no indication that any party wants to end agreement.
- **Unilateral renewal for built properties after 1992** gives the right to the tenant to renew the agreement unilaterally within the same conditions of the original agreement (for three years if the contract is less than that), and if the tenant does not want to renew the agreement, he/she needs to inform the property owner two months before the end of the renewed year.
- **Unspecified duration is when the lease agreement is without a specified duration.** It could be a verbal or written agreement where the end period is not mentioned, in these

cases, both parties have the right to terminate the agreement at any time. However, the property owner is obliged to give the tenant the time needed (according to prevailing custom) to evict the property.

b. When the tenants fail at matching their obligations

- **Not paying the rent:** in case the tenant does not pay the rent, the property owner has the right to terminate the lease agreement and accordingly ask the tenant to leave the premises.
- **Not maintaining or causing damages to the premises:** in case the tenant does any activity that damages the property, the property owner has the right to terminate the agreement and ask tenant to leave the premises.
- **Using the premise for different purpose that was agreed upon** e.g., using premise as a shop or for any commercial purposes, then the property owner has the right to terminate the lease agreement and subsequently ask the tenant to leave the premises.
- **Tenant is able to sublet the premises** unless it is clearly specified in the lease agreement that this is not allowed.

Following the termination of the lease agreement, and in case the tenant refuses to leave the premises, the property owner must follow the due process set by law for eviction. In order to evict a tenant lawfully from a property, **an eviction judgment from the Civil Court of First Instance** is required as a first step. Once the property owner obtains an eviction judgement, he/she needs to seek **an eviction order from the Enforcement Department**. The Department then issues the eviction order and notifies the tenant by written notice, setting a deadline for the tenant to leave the property. The deadline set in the eviction order depends on whether the eviction order is based on an eviction clause in

¹² Please note that the references to Lebanese legislation in this section are not exhaustive, but rather an attempt to provide general guidance on major legal provisions. Additional legal references might be applicable in concrete eviction cases at hand.

¹³ See Article 538 of the COC on lease agreements.

¹⁴ A lease agreement is a mutual, binding agreement between two parties (the property owner and the tenant). The agreement allows the tenant to occupy the owner's property for a specified duration in return for a rent paid by the tenant.

¹⁵ Articles 533, 543 ff. of the COC.

¹⁶ According to articles 86, 90 and 91 of the Lebanese Code of Civil Procedure, an eviction judgment can be requested by the property owner from the Civil Court of First Instance. Within this court, the court's single judge has the exclusive competence to decide in cases related to lease of movable and immovable property. This means that single judges have competence over cases where the property owner requests the eviction of the tenant living in his/her property.

the lease agreement or an eviction judgment.¹⁷ The deadline is five days if the eviction order is based on an eviction judgment, and it is ten days if the eviction order is based on an eviction clause in the lease agreement. If the set deadline expires and the tenant refuses to leave the property, the owner can request the clerk of the court to accompany him/her to the property in order to request from the tenant to leave within 24 hours. If the tenant still refuses to leave, the clerk can request police assistance in order to force the tenant to leave the premises.

Any eviction by an owner that takes place outside the legal framework described above is considered unlawful. Therefore, if the owner forces the tenant to leave directly, such action is subject to criminal sanctions.¹⁸

Lebanese law does not provide a standard timeframe in which notice of eviction is to be served. Article 10 of the Rent Law (1992) which only applies to rent agreement of residential premises organized before 1992 provides that in a situation where a tenant has not paid rent for two months, the landlord is entitled to give notice. The Courts will then decide how long the tenants have before they must vacate the dwelling. By contrast, Article 598 of the Code of Obligations and Contracts (1932) provides that in cases where there is no written contract between the landlord and the tenant, the landlord must provide notice in accordance with customary practice in Lebanon.

The lease agreement is not terminated when the landlord wishes to reclaim the property for personal use, the death of the property owner or the death of tenant and when the property owner sells the premises with one exception in case it is a verbal rental agreement. In this case the new owner can terminate the verbal lease agreement however, he/she needs to provide the tenant with adequate time (set by local customs) to leave the premises.

Annex 2: Lessons Learned on Collaborative Dispute Resolution

Field practices have shown that Collaborative Dispute Resolution (CDR) has been successful in terms of finding solutions to issues such as **reversing eviction, confiscation of IDs, extension of notification period through alternative/conflict dispute resolution (ADR)** where partners aim to find voluntary alternative solutions to promote reconciliation and to reach a mutual agreement between the property owner and the tenant.

Negotiation and mediation are always **easier when there is written proof of an agreement** – *although the legal validity of a written and verbal agreement is equal* - between the tenant and the owner. In case of breach of Cash for Rent agreement, **legal intervention have proved most successful where there is an existing MoU** and legal standing to follow up on. These cases are usually referred to legal units of partners, where they exist internally or also externally according to referral pathways. Unfortunately, less than 5% of refugees are

understood to have written legal tenancy or rental contracts, with the majority being verbal agreements. 98% of Syrian refugees, 23% of the Lebanese population, 26% migrants and 19% of Palestinian refugees from Lebanon rent property.¹⁹

Partners implementing CDR **are successful in delaying evictions through negotiation with property owners to extend the eviction deadline** which allows the tenant enough time to find an alternative or until the tenant could pay accumulated rental costs. In some cases, the CDR interventions **resulted in reducing the amount of the accumulated rental fees requested by the property owners in exchange for the rent, and scheduling deadlines for paying the rent in instalments.** Moreover, in other cases, CDR interventions demonstrated success **in liaising between property owners and tenants, where both parties were assisted in drafting or renewing written lease agreements or issuing receipt proving the payment of rental fees** by the tenants.

Despite this, while negotiation helps to delay eviction it does not prevent it most times, therefore the tenant might be at risk of eviction again. Mediation has become more difficult with the economic crisis leading **property owners to be less compromising and not accepting further delays in rental payments.** In addition, low availability of alternative shelter options such as transit/temporary shelters/occupancy free of charge and limited cash for rent assistance, means that sustainable assistance mechanisms in most cases are not available.

Collaboration with government-counter parts at field level has proved effective in cases of tension-driven evictions and as coordinated through the Protection and Shelter Field Coordinators. Their negotiation with property owners with the support of legal and protection actors and with close follow up through the regional eviction task force has been a useful and effective practice.

Expanding cash for rent programmes but ensuring these programs are conflict-sensitive is essential. CFR payments should be in first instance be a discussion with the tenant and where approved the minimum average rent in the region should be provided. Partners must not provide CFR in USD or provide amounts higher than the rent paid by tenants. This program can support tenants to remain in the property and support the drafting of a written agreement with the property owner e.g., for six months or one year to keep the tenants at the premises.

Improving referrals between Livelihoods and Protection/Shelter sectors can create a support for tenants to find livelihood opportunities that help them to pay rent (example referrals to Cash for Work). **Coordination referrals and collaboration between protection/shelter and legal actors in the mediation process have also proved to have a good impact on the result of the CDR** as well as the use of emergency cash assistance alongside the provision of CDR.

¹⁷ Articles 838 and 850 of the Code of Civil Procedure. To note that a lease agreement can contain an eviction/termination clause in case the tenant breaches the contract. Nevertheless, even in the presence of such a clause, the owner has to go through the enforcement department in order to evict the tenant. Submitting the lease agreement before the enforcement department directly without going through the Court of First Instance would require a written lease agreement certified by the Ministry of Finance.

¹⁸ Article 429 of the Lebanese Criminal Code criminalizes the act of taking one's right by force instead of approaching the relevant authority. Even when based on legal grounds, evictions can only be executed through the procedures described above.

¹⁹ VASYR 2022 and MSNA 2022 findings

Lesson learnt box:

1-Response to eviction must attempt to address all eviction/non-eviction related protection concerns and needs, in order to ensure a more sustainable solutions this means shelter responses, CDR responses must be complimented by protection and legal services where possible.

2- Cash assistance must be given in LBP in order to not cause harm. Provision of CFR in USD is shown to encourage PO to ask for rent in USD or raise the rental price.

3- During negotiations, it is recommended to take into account the fact that many property owners do primarily rely on the rent as their main source of income. CFR interventions need to see how to factor in from a social stability angle being able to support both tenant and property owner.

4- Legal staff and lawyers are better positioned to conduct CDR interventions than case workers or staff without a legal background however as non-legal staff do conduct negotiations it is important for them to have adequate training prior.

5- Initiating CDR on behalf of refugee tenants lacking valid legal residency appears to be more challenging as they are more exposed and vulnerable to property owners taking advantage of their fear of approaching the judiciary to pressure them to evict their properties without following the due process of law.