

Forced Eviction Response Guidelines

1.0 INTRODUCTION

These guidelines aim to provide a framework for a more standardised and harmonised response by operational partners¹ to a forced eviction. They are part of larger set of output from the Eviction Task Force (ETF) and tie closely in with the Eviction Tracker and Settlement Profile mapping.

The guidelines inform the response of humanitarian actors to evictions affected all populations covered by the Humanitarian Response Plan in Libya. Depending on the scale of the eviction threat, its immediacy and the capacity/resources of the organizations identifying the eviction threat, these guidelines can be used as a response checklist for individual agencies (e.g. Eviction affecting individual household identified by organization with protection and cash programming) or as a framework of an multi-sectoral integrated response plan for multiagency response (e.g. eviction affecting several hundreds of households).

Therefore, the partners (or teams in case the eviction is responded to by one agency) responsible for each action should be determined on a case-by-case basis, depending on the characteristics of the eviction and location/availability of partners. However, in case of a multi-agency response the to-be-agreed coordination roles should be fixed.

The guidance should be flexibly adapted to the context of each eviction case, but the actions are recommended for each type of eviction regardless of the type of ownership, number of people affected. Whenever the proposed tools are applicable to a certain type of eviction or affected group, this will be specified.

These Guidelines are broken down into four parts, summarised below. For more details of each part, see Section 3, 4, 5 & 6. Relevant sample tools and supporting documents are being collected and will made available in due course.

DO NO HARM

A thorough do no harm assessment has to underpin any response plan, considering that in the operational context of Libya:

- raising the profile and visibility of unconfirmed eviction threats might lead to their faster formalization and execution,
- raising the profile of evictions affecting persons without a determined legal status might put them at risk of detention
- provided response may put people at risk of extortion, theft and violence
- blanket response may create incentives for landlords to increase/impose rent payments.

The above does not constitute an exhaustive list of do no harm considerations.

¹Includes all sectors and national and international NGOs and UN agencies in Libyan¹

All actions should ensure that those affected by the eviction are the centre of our activities. [Mainstreaming age, gender, and diversity \(AGD\)²](#) in all aspects of the response is necessary to ensure that affected persons are able to enjoy their rights equally and participate meaningfully in the decisions that need to be taken to prevent/mitigate eviction and provide protection in eviction cases. [Data responsibility](#) and data protection have to be ensured whenever personal data of affected persons is collected to mitigate risks of doing harm.

The guidance below recommends minimum actions to be taken and does not constitute an exhaustive list.

Part 1: Establishing communication channels and data collection (see Section 3.0 for actions)

The starting point of the response is to engage with affected persons to (1) jointly collect, share verify, analyse and use reliable data about the eviction case/situation (2) determine the most appropriate response considering the needs, risks, capacities and preferences of the affected persons. Evictions are complex processes with many external stakeholders with conflicting interests. Engagement with residents is crucial to identifying solutions. Actors need to engage with landowners/landlords and other stakeholders to the extent possible.

Part 2: Mediation and negotiation (see Section 4.0 for actions)

Once a full picture of the situation has been formed, plans for engagement with the relevant stakeholders can be created, as prevention is preferable to impact mitigation. The objective of this Part is dependent on the context and parameters of each eviction case, but three broad outcomes are possible:

1. Cancel the eviction threat; through mediation and negotiations obtain agreement and commitment that residents are no longer threatened to be evicted. If possible, actors should support beneficiaries with improving their tenure security. Beneficiaries should be provided with legal awareness and legal services. As per global HLP AoR guidance this is known as eviction diversion
2. Delay the eviction; negotiate to postpone the date of eviction provide so that residents can find alternative housing and organise the departures in a safe and dignified way.
3. Promote principles for due process and safe and dignified departures through on-site presence. As per global HLP AoR guidance this is known as eviction mitigation.

Part 3: Eviction Response (see Section 5.0 for actions)

Prioritisation is given to finding alternative housing in cases where evictions are unavoidable and where beneficiaries are at risk of homelessness and to mitigate subsequent protection risks. Given the Libyan context, cash modality is recommended as the starting point and attached as Annex C are the relevant guidelines created in partnership with the Cash and Markets Working Group.

AGD mainstreaming considerations are also included in the tools proposed/to be developed for this guidance²

In conjunction with cash, complementary programming, commonly through a case management and referral mechanism is recommended to provide broader support based on individual needs.

Part 4: Monitoring and follow-up (see Section 6.0 for actions)

A situation of eviction is a critical protection concern itself which is likely to expose affected people to additional protection risks (among them but not limited to physical violence, GBV, psychological trauma, family separation, homelessness, loss of income/livelihoods etc) both during the eviction/departure process as well as in its aftermath. The eviction is likely to have a stronger impact on persons at heightened risk due to underlying context-specific vulnerabilities or depleted coping capacities.

Therefore, protection and post-departure/return monitoring are an integral component of any eviction response to:

1. Mitigate occurrence of and exposure to subsequent rights violations through protection by presence
2. Timely identify persons at heightened risk to inform prioritization for response and facilitate referrals to other services, if/when needed
3. Document situations when evictions and departures did not follow due process for further advocacy
4. Address medium term needs and provide remedies to rights violations resulting from the eviction process.

Long term engagement with authorities to raise awareness on the definition and nature of forced evictions should continue; regardless of the outcome.

2.0 LEGAL CONTEXT

Annex A provides standard definitions and Annex B details the legal context in Libya related to evictions.

Libyan legislation provides protection against illegal eviction. However, a weak rule of law, corruption and inefficient judicial procedures have resulted in low confidence in the formal legal system. Resolution of eviction cases can take several years in the courts, and there are rarely interim orders issued to prevent the eviction whilst the case is ongoing in the courts. Therefore, the focus is on reaching agreements with the stakeholders rather than to seek a resolution through the courts.

Hence, it is advisable to find extra-judicial solutions through mediation and negotiation (alternative dispute resolution system) in parallel with judicial procedures.

The humanitarian actors have observed multiple instances when eviction orders and informal threats were issued but not executed. These are most commonly issued at local level and are not processed through the courts but are respected and upheld. Given this context, an informal negotiated resolution is more practical than seeking injunctions through the legal system.

In the absence of legal recourse, we must utilise a comprehensive analysis of the dynamics and which stakeholders have the authority and the power to cancel or delay a forced eviction. A full understanding of the context (Part 1) is essential for this to happen.

LEGALITY OF EVICTION

In the Libyan context, the Eviction Task Forces recommends this four-part response to evictions, whether legal or illegal. Legal procedures should be paralleled with informal/alternative dispute resolution.

What may be more useful in negotiating with stakeholders is to use human rights-based persuasion as the definition of forced eviction (and how it is perceived internationally) is clearer and should aid with the negotiating a successful outcome (cancel or delayed eviction).

FORCED EVICTION³

Forced evictions constitute gross violations of a range of internationally recognized human rights, including the human right to adequate housing, food, water, health, education, work, security of the person, freedom from cruel, inhuman and degrading treatment, and freedom of movement. Forced evictions are often linked to displacement, the absence of legally secure tenure and an urban developed context, which are essential element of the right to adequate housing.

Forced evictions can be broadly defined as the permanent or temporary removal of individuals, families and/or communities from the homes and/or land which they occupy against their will and without the provision of, and access to, appropriate forms of legal or other protection.

Various elements, separately or combined, define a forced eviction:

- The permanent or temporary removal from housing, land or both.
- The removal is carried out against the will of the occupants, with or without the use of force.
- Forced evictions are often carried out without the provision of alternative adequate housing and relocation, adequate compensation and/or access to productive land, when appropriate.
- Forced evictions are often carried out without the possibility of legally challenging the decision or the process of eviction, in violations of national and international obligations.

In Libya, few cases of evictions have been challenged legally, and adequate alternative housing is normally not provided.

<https://www.ohchr.org/Documents/Publications/FS25.Rev.1.pdf> ³

3.0 PART 1: ESTABLISHING COMMUNICATION CHANNELS AND DATA COLLECTION

Note that the sequencing is not necessarily in the order presented – it will be dependent on the context. Many of the activities will run in parallel, including from Parts 2 & 3.

Action 1.1: *Communication with(in) communities*

Objective: Identify and use existing communication channels with the people affected by the threat of eviction to share information, seek assistance and report protection concerns. To ensure that assistance is consensual and do not put the community/individuals at risk. If appropriate provide legal awareness sessions for tenants and landlords on the right to security of tenure and legal aspects.

Critical: Yes⁴

Timeline: Maximum 2 days after information about the eviction case/situation has been received by humanitarian actors.

Tools: Agency specific hotlines, CFM,

Action 1.2: *Assessment of the eviction threat*

Objective: In consultation with the affected communities/individuals, identify and/or verify issues of the eviction, such as number of people affected, persons with specific needs, vulnerable groups, confirmation of ownership, reason for the eviction, existence of rental agreement, eviction notice etc. and required/requested assistance vs. community self-protection capacities. Inform the Protection and SNFI sectors about the threat using the eviction tracker.

Critical: Yes

Tools: Settlement Profile database, [eviction tracker as rapid tool, due diligence checklist](#)

Timeline: Maximum 2 days after information about the eviction case/situation has been received by humanitarian actors.

Action 1.3: *Stakeholder mapping: identify involved stakeholders, their relations, power and interests in this situation*

Objective: Identify key stakeholders such as landlords/landowners/municipalities etc to mediate/negotiate potential eviction who actually have the ability to make decisions and those who can influence their willingness to avert or delay the eviction.

Critical: Yes

Tools: To be identified

⁴‘Yes’ implies that the action should be considered regardless of time until eviction, however tools used may vary depending on the time available

Timeline: Maximum 2 days after receiving information about the eviction case/situation has been received by humanitarian actors.

Action 1.4 Protection risks/do no harm analysis

Objective: Identify additional protection risks related to the eviction to ensure adequate response and that planned actions do not expose people to additional risks (such as detention).

Critical: Yes

Tools: To be identified

Timeline: Maximum 2 days after receiving information about the eviction case/situation has been received by humanitarian actors.

Action 1.5 Recording persons at risk

Objective: Establish a list of households/individuals at risk of eviction with contact details to allow tracking, follow up and referrals in case a full assessment cannot be conducted. This can be done either through primary data collection or review and consolidation of recent distribution lists.

Critical: Yes

Tools: To be developed

Timeline: Prior to departures commencing

Action 1.6 Needs assessment

Objective Identify persons/households at heightened risk to provide additional protection services, if needed prioritize those individuals/households for response, understand intentions, push and pull factors and available coping mechanisms.

Critical: only if eviction occurs in more than 2 weeks from the time reported (can be combined with registration)

Timeline: Maximum within 2 weeks of the assessment of the eviction threat/notice as specified in action 1.2

Tools: [HH – level eviction needs assessment](#)

Action 1.7 Response capacity mapping

Objective: Identify relevant actors/partners for referral/response

Critical: Yes

Timeline: Maximum 2 days after assessment of eviction case is completed

Tools: See OCHA/to be identified

4.0 PART 2: MEDIATION AND NEGOTIATION

Action 2.1 *Advocate with key actors mapped under Activity 1.3*

Objective: To prevent/cancel immediate eviction threat/notice. Actors should advocate for, and raise awareness related to security of tenure and the right to adequate housing of the residents and if relevant permission for improvement of living conditions.

Critical: Yes

Timeline: Maximum 2 days after assessment of eviction threat/notice is completed

Tools: Not yet available

Action 2.2 *Negotiate with key actors mapped under Activity 1.3*

Objective: For the postponement / delay of the immediate eviction threat. Once an agreement of a delay has been reached, continued advocacy to ensure that there is additional third-party presence during the actual eviction process. If delay is not possible, negotiate access and to be part of the process.

Critical: Yes

Timeline: 2 days after assessment of eviction case is completed

Tools: Not yet available

5.0 PART 3: RESPONSE

Action 3.1 *Provide cash and vouchers*

Objective: Support the immediate need for alternative housing through the provision of cash and voucher assistance.

Critical: Yes

Timeline: Just before or just after the eviction

Tools: SNFI / C&M Working Group Harmonised Package (Annex C)

Action 3.2 *Complimentary protection*

Objective: Support households and individuals with identifying alternative housing options and in negotiating rental contracts/conditions.

Critical: Yes

Timeline: Just before or just after the eviction

Tools: SNFI / C&M Working Group Standardised Package – SNFI's [Rental Market Intervention Guidelines](#)

Action 3.3 *Activate Referral Mechanism*

Objective: Provide affected households with additional support by engaging organizations in a coordinated manner especially to health services (e.g., ensuring people with chronic illnesses have sufficient medicine to cover the first 3 months after eviction), MHPSS etc.

Critical: Yes

Timeline: Just before or just after the eviction

Tools: [Interagency Referral SOP](#)

Action 3.4 *Additional Immediate Support*

Objective: Ensure that evicted groups and individuals can move in a safe and dignified manner. Support may involve transportation, information and awareness, provision of child-care and child friendly spaces during the eviction, targeted support for elderly, on-site psychological mental medical support and child friendly messaging, support to persons with specific needs.

Critical: Yes

Timeline: Just before and during the eviction

Tools: Not yet available

6.0 PART 4: MONITORING AND FOLLOW-UP

Actions 4.1 *Protection monitoring of departures*

Objective: Prevent or mitigate impact of protection risks and rights violations occurring as a result of the eviction process before and during departures through protection by presence, systematic collection of information about the eviction process.

Critical: Yes

Timeline: Frequency depending on the severity of protection risks identified in Act.1.3 from daily to weekly, daily when departures take place and last 3 days before the eviction date

Tools: [Dignified departures observation checklist](#), [red flag referral forms](#), [Guidelines for dignified departure following an eviction](#)

Responsible for coordination: Protection Sector

Action 4.2 *Post-eviction monitoring and referral to complementary services*

Objective: Identify and address additional medium-term needs resulting from the eviction, conduct referrals as appropriate

Critical: Yes

Timeline: Conducted at least twice, first occasion maximum within 1 month after eviction occurred, second 3 months after eviction. Can be aligned to the cash and voucher response.

Tools: Post – eviction monitoring tool, [Interagency Referral SOP](#), service mapping

Action 4.3 *Linking with livelihood opportunities*

Objective: Support households/individuals at risk of eviction due to inability to cover rent with long term livelihood opportunities

Critical: No

Timeline: Maximum 3 months after eviction occurred

Tools: Not yet available

7.0 MINIMUM CAPACITY SUPPORT PROVIDED TO THE RESPONSE TEAMS

Recommended list of training to be provided by relevant Sector’s and technical Working Groups to partner staff engaged with eviction response.

1. Psychological First Aid
2. Interagency referrals
3. Identification of people with specific needs
4. GBV Pocket Guide /GBV response for non-GBV specialists
5. Child protection
6. Introduction to HLP
7. Negotiations/mediation skills
8. Protection mainstreaming

ANNEX A: DEFINITIONS

Housing, Land and Property Rights: HLP rights are about having a home, free from the fear of forced eviction, a place that offers shelter, safety and the ability to offer a livelihood.^[1]

Due diligence: A process of research and analysis in any given situation to avoid harm to other persons or property

Tenure rights: Tenure rights refer to the rights that individuals or groups hold in the usage of a land or property according to their status in relationship to that land or property (tenure arrangement).

Tenure security: Security of tenure guarantees legal protection from forced eviction, harassment and other threats. Legal security of tenure occurs when HLP relationships are defined by statutory or customary law or through informal or hybrid understandings in a manner that enables those concerned to live in security, peace and dignity.^[1] All persons, whether they are owners or occupiers, should enjoy **security of tenure** that guarantees legal protection from forced eviction, harassment and other threats. Legal security of tenure occurs when HLP relationships are defined by statutory or customary law or through informal or hybrid understandings in a manner that enables those concerned to live in security, peace and dignity.

Tenure arrangement: Tenure arrangement can include private ownership, public or private rental accommodation, cooperative housing, lease, occupation or rent in informal settlements, and customary or traditional arrangements.^[2]

Occupant: An occupant may be living in a building or on the land that does not belong to them, with or without the landowner's permission. Occupations can be established by local governments which allocate lands for IDPs or refugees, through legal or extra-legal processes. Occupations can also happen informally and spontaneously. Occupations can take place on public land (state-owned), private land, or on commonly-held land.

Tenant: A tenant has entered into an agreement with a landowner or landlord to temporarily occupy a residence for a defined period of time, usually, but not always in exchange for rental payments. This relationship can be renewed at the will of the landlords and tenants. The agreement can be written or verbal. This relationship is often defined in law (especially where there are written agreements, but sometimes even with verbal agreements), which establishes some basic rights and responsibilities for both parties.

Right to adequate housing: Housing must contain certain facilities for health, security, comfort and nutrition in order to be considered adequate. All persons should have sustainable access to natural and common resources, safe drinking water, energy for cooking, heating and lighting, adequate sanitation and washing facilities, means of food storage, refuse disposal, site drainage and emergency services. The criteria for an adequate standard of housing includes security of tenure; cultural adequacy; affordability; availability of services, materials facilities and infrastructure; habitability; accessibility and location.^[3]

Forced eviction: The permanent or temporary removal against the will of individuals, families and/or communities from the homes and/or land which they occupy, without the provision of and access to appropriate forms of legal or other protection.^[4] **Breach of contract:** When the landlord or the tenant fails to uphold their part of an agreement. While this also applies to verbal agreements, a breach of contract

is more easily verified if the agreement has been documented. If a tenant is in breach of contract, the landlord may have the legal right to evict the tenant.

‘Departures under duress’: Also referred to as “responsive moves” in the literature. These are cases where tenants / occupants choose to leave their current lodgings after a threat of eviction has been made – either because they no longer feel welcome, or no longer feel safe, even if there is no basis for lawful eviction. It is important to distinguish departures driven by an eviction threat and a departure motivated by another interest (wanting to move to a different location for less rent, proximity to a job or services, etc.). This latter category, known as ‘voluntary departures’ are NOT eligible for assistance under the ERU project.

Informal Eviction/Unlawful Eviction: Informal threats of eviction include using verbal warnings/threats of eviction, extra-legal coercion, using lawyers or security services to harass tenants / occupants to give the illusion of legality, locking tenants outside of their homes, or engaging in acts of physical removal of persons or property, among others. While NRC does not want to legitimate unlawful processes, we cannot ignore the “on the ground reality” in which many evictions do take place outside of the formal procedures and should engage with them accordingly.

Lawful Eviction: A legal process initiated by a landlord or landowner through the formal judicial process to remove a tenant / land occupant from their current lodgings. Landowners can also be lawfully evicted if the government launches an official process to expropriate land for “public interest.” The government like any landlord would need to follow due process.

Threat of eviction: Threats of eviction can vary widely – between countries, regions, neighbourhoods, and even between specific cases depending on the relationship between the land owner and the occupant. Threats of eviction can be written, or verbal, informal or formal (lawful), peaceful or violent. The type of eviction threat should influence the way the response is designed.

Voluntary departures /relocations: Situations where tenants leave their lodgings due to their own preference (finding cheaper rent, moving closer to services or community, relocation for a job, etc.) Voluntary departures are typically NOT eligible for assistance under an eviction response project.

ANNEX B: LEGAL CONTEXT

The right to adequate housing was recognized as part of the right to an adequate standard of living in the 1948 Universal Declaration of Human Rights and in the 1966 International Covenant on Economic, Social and Cultural Rights. Libya is a signatory to both as well as the African Charter on Human and Peoples' Rights. While it does not explicitly recognize the right to adequate housing it can be inferred from other rights. This right should be interpreted broadly as the right to live somewhere in security, peace, and dignity. Considered as a freedom it includes protection against forced evictions and the arbitrary destruction and demolition of one's home. In case of justified evictions these must follow a due process to be deemed lawful and must not result in individuals becoming homeless or vulnerable to further human rights violations.

Evictions and expropriation of property is prohibited under the Libyan Penal Code Article (436) Violation of the Inviolability of Residences and Article (287) Enforcement of Rights by Oneself. The same article however prohibits occupation of property without the landowner's permission. Considering the weak judicial system, enforcement thereof is very limited. The rental market remains predominantly unregulated, with IDPs relying to a large extent on oral agreements. The lack of specific legislation regulating the right to asylum results in migration laws being applied to all non-Libyans whether or not they are asylum-seekers and refugees. Heavy penalties for those found guilty of irregular entry including detention, significantly limits the choices non-Libyan persons have when identifying housing options and entering into agreements with landlords, leaves them vulnerable to exploitation and prevents from seeking justice for violations suffered.

Requirements of a lease agreement

A duly executed lease agreement is:

- Prepared by a Public Notary located in the same jurisdiction as the property;⁵
- Signed and certified by the parties, notarized and stamped by the Public Notary;
- Approved by the Tax Department which charges stamp duty of 1% of the total value of the lease agreement.⁶

In order to complete this process, the following documents are required:

- 1) Certificate of ownership from the landlord;
- 2) Certificate of proof that the property is free from any disputes, judicial charges or other third party obligations;
- 3) Identity documents of both parties – usually passport

Obligations of parties during the contract period

Landlord

- 1) Give possession of the property to the tenant for the duration of the lease agreement, in a habitable state;⁷

⁵ .Law no 2 of 1993. Article 12
Stamp Act No 12 of 2004. In reality, this practice is not followed and people do not pay stamp duty. ⁶
Libyan Civil Code (Part II) 1953 ('LCC') Articles 563 and 566.⁷

- 2) Maintain the property in good condition and conduct necessary repairs;⁸
- 3) Landlord is liable for all taxes related to the property.⁹

Tenant

- 1) Exercise reasonable care in the use of the property;¹⁰
- 2) Make necessary repairs to maintain the same condition as when they first occupied the property;¹¹
- 3) Not to cause damage or loss due to irregular use of the property;¹²
- 4) Use the property as agreed and not for purposes outside of the scope of the lease agreement;¹³
- 5) Cannot make any improvement or alteration to the property without the written consent from the landlord.¹⁴

Grounds for eviction

According to Article 2 of Law no 28 of 1976, the legal grounds for eviction are:

1. If overdue rent is not paid within 30 days of being given notice to eviction;
2. If the tenant subleases the property or assigns the lease to another person without the express written permission of the landlord;
3. If the tenant uses the premises in a manner inconsistent with reasonable rental conditions or harmful to the landlord's interests;
4. If they tenant does not use the property for more than 90 days and has another residence in the same city;
5. If the property is rented under a service contract and the contract is terminated;
6. If it is established that the property is structurally unsound or a risk to public safety;
7. If the owner wants to demolish the rented building for reconstruction, however, if the demolition is not initiated within 90 days of the eviction or is not started immediately after the demolition, the tenant has the right to return to the property and claim compensation;
8. If the landlord seeks to re-take possession to live in the property.¹⁵

Private evictions with a lease agreement

In cases where there is a formal lease agreement between the parties, the only grounds for lawful eviction are those listed above. The Landlord must give notice which is served by a process server for it to be legally enforceable.

Evictions without a formal lease agreement

Ibid⁸

⁹ Ibid

¹⁰ LCC 582

¹¹ LCC 590.

¹² Ibid

¹³ LCC 578.

¹⁴ LCC 579.

¹⁵ Conditions to when this is lawful apply such as a notice period of either 6 months or the duration of the lease agreement, whichever is longer.

There are no general provisions in the law which create rights and obligations for tenants and landlords that exist without the existence of a lease agreement.

In the event that the landlord is denying that a rental relationship existed between the parties, the tenant may seek to prove that a lease agreement did indeed exist by issuing court proceedings and providing evidence of the landlord –tenant relationship such as testimony of witnesses, or other documents like payment receipts.¹⁶ If successful, and a lease can be constructively proven to have existed, the tenant can then enforce their rights under such a lease including resisting arbitrary or unlawful eviction, provided the tenant had themselves met all of the terms of the lease agreement.

Art. 17 Law No 28 of 1976.¹⁶

ANNEX C: STANDARDISED RESPONSE PACKAGE

Guidance Note

Standardised Support for Evicted Libyan Families

1. Introduction

To aid an effective and efficient response, the SNFI and Protection Sectors in conjunction with the Cash and Markets working group has developed a standardised package of support for families evicted from their long term secondary¹⁷ locations. The package focuses on the immediate needs of the evicted: finding adequate housing. A broader tailor-made package meeting the specific needs can be created once the immediate needs are being addressed.

2. Harmonised Package

Central to the package is the use of Cash and Voucher Assistance (CVA) programming supported by supplementary services. Three options are provided to accommodate different budgets and agency capacities.

Option A: Multi-Purpose Cash Assistance (MPCA)

In line with the C&M Working Group, three-months of MEB is provided. When salespoint cards are used, a hybrid approach combining cards and cash will be needed to cover the rental portion of the MEB. The rental component is approximately 33% of the Minimum Expenditure Basket.

Option B: Rental Component

In line with the C&M Working Group guidance, three-months of rental component only is given as cash in hand. Depending on the circumstances a top-up amount can be introduced to cover transport and other immediate expenses. The interval of tranches should reflect the rental market conditions in the area of operation. For more guidance on rental market intervention, please see the Sectors broader guidance on [rental market interventions](#) and [IFRC's comprehensive Step-By-Step Guide For Rental Assistance To People Affected By Crises Issue 1 July 2020](#)

Companion Programming - Option A or Option B supplementary by service

As the objective of the assistance is to find safe and dignified accommodation immediately, supplementary services should be provided as per the table below. For more details see [IFRC's Guide](#).

Type of response components	Descriptions
1. Information	<ul style="list-style-type: none"> Supporting affected population to find adequate accommodation to rent Supporting affected population in understanding the rental market, rental requirements, and practices Supporting owners and service providers to understand renting best practice Inform and involve hosting community about the rental assistance programme through community mobilisation

Assumes that families are displaced from their primary residences due to conflict ¹⁷

	<ul style="list-style-type: none"> Consult with communication experts to develop information to meet the needs of the target population, considering: format, visual, written, audio, dissemination approach, etc.
2. Minimum Housing standard	<ul style="list-style-type: none"> Establishing minimum housing standards Assessing and Monitoring the housing market quality, quantity and cost
3. Minimum security of tenure	<ul style="list-style-type: none"> Ensuring security of tenure through appropriate rental agreements Ensuring both parties understand their roles and responsibilities in contractual arrangements (verbal or written)
4. Exit Strategy	<ul style="list-style-type: none"> Linking to complementary programmes to ensure exit strategy and do no harm.
5. Technical advice	<ul style="list-style-type: none"> Technical visits related to use, maintenance, and wear-and-tear of rental properties Supporting households to make insurance claims to pay for temporary accommodation Assisting with accessing support from Government support systems Referral to social workers for support on relationship management between tenant and owners, this can be part of eviction monitoring Legal advice on mediation and collaborative dispute resolutions

3. Post Implementation of Package

Once the immediate housing needs are met, referrals and NFIs can be provided based on assessments. Sequencing of assistance is essential to meet the primary needs first.

4. Project Design Parameters

Duration

An agreement of less than 3 months has little impact and does not provide enough time to accumulate savings for future rental payments once the cash-for-rent assistance has ended. At the end of this period a review process is needed and if vulnerable households have not accumulated savings after the end of assistance and will continue to struggle to pay rent, agencies are advised to refer such cases or reevaluate whether continued assistance is justified.

Consideration of the duration is linked to an exit strategy and broader understanding of the context.

Interval of Payment / Tranches

The frequency of rental payments should mirror local tenancy agreements and so in Libya a monthly instalment payment system is recommended, however if notice should be given to requirements of a deposit and so the first tranche may need to be higher. Breaking the support into tranches will also permit greater engagement and follow-up with the families and help monitor and evaluate post eviction.

Location of Payment

Assessment and beneficiary selection on site prior to eviction; payment off site at safe location.

Conditionality

No conditionality for the first payment. If family have returned to original site, further assessment prior to release of next tranche.

Amount

As defined by the C&M working group.

Family Size	Option A	Option B
	Cash part for rent + (balance of MPCA*) = total MPCA to be paid – e.g. for Family Size 1 – total payable = 330 LYD	Monthly cash - LYD - to cover rent -based on 100% of MEB
1	114 + (216*) = 330	276
2	152 + (288*) = 440	366
3	174 + (326*) = 500	419
4	189 + (351*) = 540	456
5	201 + (379*) = 580	485
6	211 + (399*) = 610	509
7	219 + (411*) = 630	529
8	226 + (424*) = 650	546
9	233 + (437*) = 670	561
10	238 + (452*) = 690	575

* if hybrid modality then figures in bracket to be paid via Salespoint voucher, for example:

Assume family size = 5

Total value received by the family =	580 LYD
Total cash to be used for rent =	201 LYD
Total balance, can be paid in cash or via salespoint voucher	379 LYD