

Guidelines for Conditional Cash-for-Rent Assistance for Syrian Refugees in Jordan

Introduction

The objective of these guidelines is to inform Shelter sector partners of best practices for implementing conditional cash-for-rent assistance targeting Syrian refugees in the host communities. These guidelines have been developed by a taskforce of the Shelter working group.

After Post Distribution Monitoring (PDM) on unconditional cash assistance revealed that about 70% of the money was being spent on rent¹, it was determined that a Conditional Cash for Rent activity should be included in the shelter sector in order to tackle protection concerns, risk of eviction, and rise of rental costs through joint rental agreements with landlords and tenants –something that is more difficult to achieve through unconditional cash assistance.

Definition of conditional cash assistance

Conditional cash assistance, as defined by the Cash Working Group, is any form of cash assistance that has specific conditions attached. According to the Cash Learning Partnership (CaLP), 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.” As for use conditions, this type of transfer is when the “agency puts conditions on how cash is spent.”²

These guidelines are written for conditional cash transfer in the category “use conditions”, more specifically, using the money to pay for rent. As suggested in the Jordan RRP6, all forms of conditional cash assistance will have to be endorsed through the targeted sector, i.e. cash for rent through the Shelter Sector. However, the Cash Sector will continue to act as an advisory body and resource-sharing forum for actors using conditional cash as a modality to provide assistance.

The aim of the cash-for-rent intervention is two-fold; 1) to provide secure tenancy without risk of eviction, and 2) to ensure access to shelter in non-camp settings for Syrian refugees. Both aims tackle protection and security concerns for Syrian refugees in urban and rural settings.

Beneficiary selection criteria

Beneficiaries are selected based on a vulnerability scoring developed by each implementing agency. The highest scoring is usually granted to households that have no written lease, are at risk of eviction, are overcrowded, and/or have no access to education and healthcare. In the future this scoring may be aligned and harmonised with the roll-out of the inter-agency Vulnerability Assessment Framework (VAF). Female headed households, individuals with physical disabilities, the elderly, and other highly vulnerable individuals are prioritized in these instances as they are more likely to resort to negative coping strategies and less likely to have a secure tenancy.³ In order to avoid duplications, it is also important that agencies cross-check with UNHCR Registration through the RAIS system that cash assistance is not provided to same household by different agencies simultaneously.

In addition agencies may want to consult a guidance note⁴ and expenditure basket⁵ developed by the Cash Working Group of Jordan. These tools are used to evaluate the level of assistance to be provided based on the income of the household⁶ and the assessment of rental prices. This information will ensure the level of assistance will be accurately adjusted to reflect more vulnerable cases.

Level of assistance provided

¹ [Post-Distribution Monitoring: Urgent Cash Assistance -August 2014 \(PU-AMI\)](#)

² [Glossary OF Cash Transfer & Voucher Terminology –The Cash Learning Partnership \(CaLP\)](#)

³ [Lives unseen: Urban Syrian refugees and Jordanian host communities three years into the Syria crisis \(CARE\)](#)

⁴ [Guidance note on sizing developed by the Cash Working Group](#)

⁵ [Expenditure basket developed by the Cash Working Group](#)

⁶ Throughout this document, “household” is defined based on the definition of the term in the *Shelter and Settlement Strategy for Jordan*.

The amount and duration of cash-for-rent assistance will vary between agencies based on budgets, however it is recommended that agencies guarantee no less than 3 months of rental support. An agreement of less than 3 months has little impact and does not provide enough time for refugees to accumulate savings for future rental payments once the cash-for-rent assistance has ended. This timeframe can then be extended dependent on budget and individual cases. 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 to other Shelter WG members implementing this activity; this would ensure follow-up and protect households from eviction and resulting protection issues. It is however recommended that assistance is not provided for longer than 8-10 months as prolonged assistance will start to impact local rental costs in the host community. In general a monthly sum of between 100-200JD is an adequate cash-for-rent installment dependent on income of the household and average rental costs in the area. After the end of the financial assistance, the refugee is expected to pay the agreed rent based on a secure tenancy agreement that fixes the rental price for a period of time agreed upon among the landlord, assisting agency, and tenants.

Before interventions take place, it is recommended that an assessment of the most current rental prices is conducted in the host communities. This is meant to establish average rental prices to inform the rental transfer value before providing assistance. It is also recommended that when agencies have finished assistance this activity should be linked with providing awareness on housing and tenancy rights through a series of workshops.

Methodology of Cash Assistance

Cash assistance is paid directly to the landlord of the property where the refugees are staying. Transfer is via a cheque, bank transfer, ATM cards, or direct cash for the whole tenancy agreement or on a set periodical 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 is based on an agreement between the landlord and the organization which states that rent will not increase for the period of the rental contract. This will ensure refugees have a secure tenancy once the cash-for-rent assistance activity is finished.

It is advised that deposits should not be paid to landlords to secure a tenancy agreement. It is important to have the following documents signed between all parties: 1) a valid rental contract between the landlord and the beneficiary, 2) agreement between the agency and the landlord.

A standard rental agreement template exists in Jordan however this is weighted in favor of the landlord⁷. It is therefore advisable to use an alternative approved by the Shelter Working group and verified by a lawyer.⁸ It is important for a rental agreement to be stamped and signed by the local authorities⁹. This helps to facilitate the issuing of an accurate MoI card which alleviates protection concerns. If the agreement is not authorized it does not legally protect the tenants from eviction. A municipality will authorize leases for a fee of approximately 10-15JD. 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, or proof of property.

Monitoring assistance

It is recommended that agencies conduct monthly monitoring to ensure that tenants are still living in the accommodation, there is no increase in rent, the housing is secure and no additional rents are claimed to the tenants by the landlord. Implementing agencies are advised to develop post-distribution-monitoring tools to monitor the work and outcomes. It is also suggested that agencies establish a dedicated hotline number for refugees to use for queries and problems.

⁷[Considerations for lease contracts for shelter actors, prepared by NRC ICLA](#)

⁸ NRC has developed an alternative rental agreement template (Owner Beneficiaries Tenure Agreement) which can be shared upon request.

⁹Article 5: The Law Regulating Leases No.3 (1973)

Dispute resolution:

Disputes will always arise. Shelter actors can support landlords and tenants resolve their 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 landlord and the tenant 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 dispute (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 programme design and to share details with other shelter actors in the shelter working group (we all learn).

Landlords should be supported to regularize their holding through the provision of advice and support. Furthermore enquires should be made regarding the status of the tenant (are they registered with UNHCR, with the Mol). If they are not registered with authorities note that the irregular nature of the property will act as a barrier to them becoming registered and accessing services.

In some circumstance refugees and landlords may exploit cash-for-rent by signing “fake” lease contracts at a much higher amount – on the understanding that they will share the “profit”. Actors need to demonstrate that checks and balances are considered in programme design to avoid this.