

NRC

NORWEGIAN
REFUGEE COUNCIL

Increasing Security of Tenure through Relationship Building and Written Lease Agreements

An Assessment of NRC's Housing, Land and Property Rights
Pilot Project in Lebanon



Researched and written by the Information, Counselling and Legal Assistance programme, NRC Lebanon, August 2014.

This document has been produced with the financial assistance of the European Commission's Humanitarian Aid. The contents of the document are the sole responsibility of the Norwegian Refugee Council and can under no circumstances be regarded as reflecting the position of the European Commission's Humanitarian Department.

Acknowledgements

NRC thanks each person who participated in the assessment and production of this report, especially all those in the refugee and host communities in Lebanon. NRC would like to extend special thanks to Alexandra Hartman who has participated in the pilot project and has prepared the assessment report; and Julia Herzog-Schmidt who has provided the NRC team with invaluable support and input to the pilot project and assessment report. In addition many thanks to the ICLA Lebanon teams, especially the ICLA Bekaa team, who all continue to make great efforts to assist and support those affected by displacement. NRC is grateful for all the support from the humanitarian community who gave their time to contribute, provide valuable information and share their experiences.

Cover photograph: NRC/Christian Jepsen. Picture of Aarsal in the northern Bekaa Valley, Lebanon.

Photographs in report: NRC/Christian Jepsen



INCREASING SECURITY OF TENURE THROUGH RELATIONSHIP BUILDING AND WRITTEN LEASE AGREEMENTS:

An Assessment of NRC's Housing, Land and Property Rights Pilot Project in Lebanon

NRC Lebanon

August 2014

Norwegian Refugee Council (NRC)

The Norwegian Refugee Council (NRC) is an independent, international, humanitarian non-governmental organisation that provides assistance, protection and contributes to durable solutions for refugees and internally displaced people worldwide.

NRC Lebanon

NRC has been working in Lebanon since 2006, and has grown significantly since the start of the Syrian crisis. Through its core activities of Shelter, ICLA, Education, Community Capacity Building and WASH, NRC provides humanitarian assistance and protection to refugees from Syria, host communities, as well as to the Palestinian and Iraqi refugees already living in the country.

Information, Counselling and Legal Assistance (ICLA) programme, Lebanon

In March 2012, NRC commenced its ICLA programme in Lebanon to provide information, counselling and legal assistance to refugees and displaced persons in Lebanon. Currently, ICLA has two main areas of work: (1) the Palestinian refugee response; and (2) the Syrian response.

ICLA activities throughout Lebanon include awareness-raising, legal information, legal counselling, referrals to other service providers, training, legal research and strengthening the provision of legal aid by working with lawyers, jurists and law students.

For more information, please contact:

NRC Lebanon ICLA Programme Manager, Dalia Aranki

Email: dalia.aranki@nrc.no

TABLE OF CONTENTS

EXECUTIVE SUMMARY	6
Key findings	8
OVERVIEW	9
Refugees in the Bekaa	10
Urban displacement	10
Coping mechanisms for accessing shelter	10
Pressure on Lebanese host communities	11
Disputes between refugee and host communities	11
Refugee housing in the Bekaa Valley	11
METHODOLOGY	13
Approach	14
Pilot project assessment	14
Legal framework for refugee housing rights in Lebanon	15
Logic of written lease agreements	15
KEY ASSESSMENT FINDINGS	17
Refugee tenants and tenure security: demographics and vulnerability	18
Household size and household-head vulnerability	18
Legal status in Lebanon	18
Previous residence in Lebanon	19
Access to services	19
Rights and responsibilities: perspective of refugee tenants	20
Agreements between refugee tenants and host community landlords	21
Reasons for the lack of written agreements	21
Perceptions of refugee tenant responsibilities	23
Future access to housing	23
The host community: the perspective of the landlord	25
Existing disputes and remedies	26
Specific challenges women face to enjoying secure tenure	28
The impact of the HLP pilot project	29
CONCLUSION	30
Recommended Next Steps	31
ANNEXES	33
Annex A: Lease agreement factsheet	
Annex B: Checklist for Lease Agreements	
Annex C: Template lease agreement	
Annex D: Eviction factsheet	

EXECUTIVE SUMMARY

As a result of the Syrian crisis, Lebanon hosts the highest number of refugees in the Middle East, with over 1.1 million refugees¹ registered with the United Nations High Commissioner for Refugees (UNHCR), an estimated 500,000 who have not registered with UNHCR² and approximately 50,000 Palestinian refugees from Syria (PRS).³ Since the start of the conflict in Syria, Lebanese communities, Palestinian communities and the Government of Lebanon (GoL) have been largely welcoming to populations in need, including those who have come as refugees to Lebanon. However, with the crisis well into its fourth year many refugees in Lebanon find it increasingly difficult to meet their basic needs, especially when it comes to accessing shelter of an adequate or minimum standard in the absence of refugee camps.⁴ Even when refugees find shelter, the prolonged crisis has put more strain on limited resources for both host communities and refugees and there is uncertainty about how long they can maintain their living arrangements. As the crisis has evolved and its effects on Lebanon have become increasingly significant, limited concrete information is known about Syrian refugees' lack of certainty or security in their shelter arrangements. Subsequently, it has been challenging to identify the appropriate assistance from the international community and GoL (including at local and national level) to address this gap.

In order to develop an improved understanding of the situation and, as part of its response to the Syrian refugee crisis in Lebanon, the Norwegian Refugee Council's (NRC) Information, Counselling and Legal Assistance (ICLA) programme conducted a pilot Housing, Land and Property (HLP) project from April to May 2014. The pilot project took place in the Bekaa Valley (eastern Lebanon) and aimed to use a number of methods to increase the security of tenure of Syrian refugees by strengthening their ability to stay in their homes and reduce any fear of eviction.

Security of tenure is a multi-dimensional concept that is a key component of the right to adequate housing in accordance with international legal principles. For the purposes of the NRC pilot project, security of tenure refers to mechanisms to provide protection against the threat of eviction or forced eviction.⁵ As a result, secure tenure refers to a situation where individuals have a minimum level of confidence in their right to housing without the threat or experience of forced eviction.⁶ It is important to note that tenure security describes not only the situation relating to property or ownership rights, but also a range of relationships between those owning housing and those residing in that housing, including renting, squatting or other similar situations.⁷

The main objectives of the pilot project were to use written lease agreements to (a)

1 Throughout the report, the term 'refugee' is used to describe people who have fled from Syria and does not consider the position of each person's refugee status under international law.

2 Reasons for not registering with UNHCR may include that refugees are not eligible for registration (according to the UNHCR Lebanon criteria) or are unwilling to register.

3 United Nations High Commissioner for Refugees, June 2014.

4 See *A Precarious Existence: The Shelter Situation of Refugees from Syrian in Neighbouring Countries*, NRC, June 2014.

5 See also the Committee on Economic, Social and Cultural Rights (CESCR) General comment No. 4 of 1991 on the Right to Adequate Housing ('...all persons should possess a degree of security of tenure which guarantees legal protection against forced eviction, harassment and other threats').

6 Throughout the pilot project and report, 'forced eviction' refers to evictions that are unlawful and not in accordance with the legal procedures required by Lebanese law. Forced eviction may be defined as the permanent or temporary removal of individuals, families and/or communities, against their will, without respecting due process, from the homes and/or land that they occupy.

7 For further information on the definition of security of tenure and other relevant international law, see Brett Theile, *Security of Tenure: Legal and Judicial Aspects*, submitted to the Special Rapporteur on adequate housing of the United Nations High Commissioner for Human Rights, May 2013.

create transparency about the rights and responsibilities for landlords and tenants;⁸ and (b) reduce the threat of forced eviction. The pilot project consisted of three primary activities being provided by the ICLA team in the Bekaa:

1. Information provided to refugee tenants and landlords about written lease agreements, using a template lease agreement developed by NRC;⁹
2. Counselling (advice tailored to a case) for refugee tenants on HLP issues and on how to approach landlords to improve the landlord-tenant relationship; and
3. Legal assistance to refugee tenants who were facing challenges in their shelter situation, including a threat of eviction, and required advice from a lawyer.

By providing these ICLA services, the goal was to assist refugee tenants to enter into agreements with host community landlords. Focusing on promoting the use of such agreements aimed to make the rights and obligations of each party mutually agreeable from the outset. Such agreement would then give both the landlord and the refugee tenant certainty about what was expected of him/her and what could be expected of the other party, giving a degree of clarity and protection about what had been agreed. Consequently, with such agreement between the parties, there should be greater opportunity to mitigate any conflict arising from any disagreement about shelter arrangements covered by the terms of the agreement and more protection afforded to each party.

The pilot project enabled NRC to (a) test its assumptions, based on its fieldwork in Lebanon, about security of tenure; and (b) pilot a number of tools¹⁰ it has developed with the aim of preventing evictions and increasing legal protection for refugee tenants. The pilot project was accompanied by a detailed assessment of its impact, given that a number of the activities used were new to the ICLA Lebanon programme. This report contains the results of the pilot project and the assessment. It provides a comparative analysis of how refugee tenants and landlords experience their HLP rights in both the private rental market and in informal settlements.¹¹ The report includes qualitative data collected from landlords, whose perspective is often overlooked in refugee-centred programming. In addition, the Annexes to the report include a number of tools that were developed in the course of the pilot project, including a lease agreement template, checklist for use of a lease agreement, eviction factsheet and lease agreement factsheet. With a number of key findings, including important insight into the perspective of the landlord and the tenant, overall, the pilot project found that using a written lease agreement is a feasible and valuable approach to increase the security of tenure for Syrian refugees for their period of displacement in Lebanon.

8 Throughout the pilot project and report, the term 'landlord' is used to refer to the person who has rights over the land or property that is used for shelter and the term 'tenant' is used to refer to the person who enters into a relationship with the landlord to use the land or property.

9 See Annex A.

10 See Annexes A-D.

11 In the context of the Syrian response in Lebanon, informal settlements were previously known as 'informal tented settlements' but, as the structures used for shelter are not always tents, they are now more frequently termed 'informal settlements'. These two terms may be used interchangeably.

KEY FINDINGS

The pilot project finds the following:

1. Syrian refugees face severe tenure insecurity in their housing arrangements and report they do not know where to seek help when they face a dispute and/or an eviction.

This finding is consistent with previous research on refugee HLP rights in Lebanon: there are too few resources for refugees who feel insecure in their housing situation. In particular, when Syrian refugees have disagreements or disputes with their landlords, they do not know where they can seek help or how to de-escalate the conflict. The result is that small problems and disagreements between landlords and tenants grow and gain momentum, creating the conditions for insecure tenure and, in many cases, forced evictions.

2. Refugees do not use written lease agreements either because they are unaware of the benefits of written agreements or because they are afraid of asking for agreements from their landlord or refugee representative (in informal settlements, often known as a *Shaweesh*).

Uncertainty around how long refugees will stay in Lebanon, financial instability, and general insecurity have also contributed to the lack of written agreements as a modality for entering into shelter arrangements. The result is that even when landlords and refugees, as tenants, could benefit from an agreement, in many cases they do not know how to or do not even attempt to use any agreement.

3. Landlords report they are willing to sign written agreements in order to protect their interests.

Despite the perception of many refugees that landlords or refugee representatives would not consent to sign written agreements with refugee tenants, evidence suggests that some landlords are willing to do so. Especially in view of their own concerns about housing tenants where rights and obligations are not clarified, landlords reported that they would be willing to sign agreements, granted that the agreements were tailored to the specific situation and reflected their own interests as well as those of the refugees.

4. Supporting the relationship between refugee tenants and landlords is key to increasing transparency and creating trust between refugees and host communities that can help reduce tenure insecurity and reduce the threat of eviction.

With the likelihood of a continued protracted displacement for refugees in Lebanon, an improved relationship between refugees and host communities is essential, including through the provision of sustainable activities. This assessment finds that building relationships between refugee tenants and host community landlords, with a focus on mutually beneficial written agreements, is one significant way to build the foundation of a stronger relationship between refugees and host community members. Such agreements, which have been discussed and entered into for the benefit of both landlord and tenant, can serve to prevent disputes, which are frequently translated into the risk of actual or threat of eviction of refugee families from their homes.

5. 63% of refugees who received individual counselling from NRC and whose cases were followed up by NRC went on to speak with their landlords and/or refugee representatives to create transparency around the rights and responsibilities in their housing situation.

The fact that a majority of NRC-counselling beneficiaries acted on the advice they received and approached their landlord and/or refugee representative to clarify rights and obligations in their housing situation is significant because it suggests that counselling can lead to concrete actions by refugees to improve their security of tenure. This evidence supports continued awareness raising and counselling activities on landlord-tenant relationships and written lease agreements in order to create concrete changes in security of tenure for refugees in Lebanon.¹²

¹² Through its programming, NRC will continue to provide these activities to refugees and measure the impact of them.

OVERVIEW



REFUGEES IN THE BEKAA

With all areas of Lebanon hosting refugees, the effects have been significant for both the refugee and host communities, leading to an unprecedented situation in Lebanon where over a quarter of the population is made up of refugees. As of 4 August 2014, according to UNHCR, there are 415,916 refugees¹³ who are registered or awaiting registration in the Bekaa Valley, in eastern Lebanon.

With no formal¹⁴ camps (which are usually used to provide shelter to scale in displacement crises), the majority of refugees from Syria have found shelter in urban areas, amongst the Lebanese communities and, for Palestinian refugees from Syria (PRS) and some Syrian refugees, in long-established Palestinian refugee camps and gatherings. With the continued influx of refugees, numerous spontaneous informal settlements have been set up, reflecting the limited options for affordable and available housing. Currently there are over 700 settlements in the Bekaa and many of these have led to numerous protection concerns, challenges and needs for refugees who do not have adequate access to a range of services, including WASH, healthcare, education and so on. With the lack of formal agreements for renting houses or land (whether public or private), another challenge for refugee housing is the limited security of tenure for refugees, reflecting an increased threat of eviction.

URBAN DISPLACEMENT

Since the arrival of refugees from Syria, the GoL has not approved the establishment of any new camps for displaced persons¹⁵ and it is estimated that 57% of refugees from Syria live in finished apartments or houses, the majority of which pay rent and/or utilities.¹⁶ Humanitarian actors are providing shelter support to some refugees but the majority of refugees have not received shelter support and the assistance that is provided is usually for a fixed period, due to limited funding and project cycles.¹⁷ As a result, most refugees from Syria must find their own shelter solutions in Lebanon. While evidence suggests that interaction between the refugee and host communities has many positive effects on refugee populations and that camp settings are not always appropriate shelter solutions, the burden of hosting over 1.5 million additional people has, nevertheless, placed great strain on the host population.

COPING MECHANISMS FOR ACCESSING SHELTER

Refugees from Syria use several coping mechanisms to access shelter in Lebanon. These include hosting by relatives and friends or through other connections in Lebanon, squatting in vacant or unfinished buildings or on government property, building informal settlements on public or private land, and renting housing on the private rental market. Refugees often report that they have lived in several different types of housing since arriving in Lebanon.

¹³ UNHCR website, Syrian Regional Refugee Response, [<http://data.unhcr.org/syrianrefugees/country.php?id=122>], last accessed on 4 August 2014.

¹⁴ 'Formal' is used to denote government approval.

¹⁵ There are 12 official Palestinian refugee camps in Lebanon, which are for Palestinian refugees in Lebanon (PRL) whose families have mostly been present since 1948. The official camps are managed by the United Nations Relief and Works Agency for Palestine (UNRWA), they are not sufficient for the needs of PRL and subsequently there are over 40 'gatherings' which are unofficial camps for PRL not managed by any official body.

¹⁶ See the UNHCR Lebanon telephone shelter survey, February/March 2014.

¹⁷ CARE, *Lives Unseen: Urban Syrian Refugees and Jordanian Host Communities Three Years into the Syrian Crisis* (April 2014). According to the shelter sector an estimated 355,000 (out of over 1.1 million registered) refugees have received some type of shelter assistance to date.

PRESSURE ON LEBANESE HOST COMMUNITIES

As refugee populations increase, needs rise and host communities notice the burden on their physical infrastructure (including sanitation, electrical and water systems). Schools, medical facilities, the availability of consumer goods and other resources are also put under pressure. In addition, security has been affected - the crisis in Syria has exacerbated sectarian divisions in Lebanon, which, in turn, has led to violence and instability. All these factors have been relevant in contributing to the cases of forced eviction of refugees from informal settlements and private properties.

DISPUTES BETWEEN REFUGEE AND HOST COMMUNITIES

Even in cases where eviction has not yet taken place, conflict between refugees and Lebanese host communities can increase the threat of eviction in the future. Many host communities are unused to hosting large numbers of 'outsiders' affected by conflict for such an extended period of time. They have begun to make it clear that they are unwilling to continue to host refugee populations by putting in place practices that reduce refugee mobility (such as curfews or unofficial checkpoints) and make it difficult for refugees to continue to live in their community. Recently, a Circular¹⁸ from the Governor of Bekaa has required that no new informal settlement may be set up in the Bekaa without the permission of the Governor, who should be informed of any proposed informal settlement by the relevant local municipality. Similarly, the Minister of Interior and Municipalities has issued two Circulars¹⁹ in North Lebanon calling on municipalities to limit the establishment of new informal settlements in the outskirts of villages and municipalities without prior consultation with the provincial Sub-Security Council and the Ministry of Social Affairs. These Circulars have been interpreted by local authorities in a number of ways, including as the basis for eviction in certain cases, and continue to add confusion about the situation for informal settlements and the refugee tenants living in them.

While host communities may have previously welcomed refugees, especially those that had particular ties to Lebanon or those who expected the Syrian crisis to be short-lived, the length of the conflict, the impact on infrastructure and resources, and the increased instability in Lebanon have all contributed to a weakening in the relationship between refugees and Lebanese host communities.

REFUGEE HOUSING IN THE BEKAA VALLEY

The refugee crisis in the Bekaa Valley includes some specific characteristics that make security of tenure a challenge for refugees seeking shelter in the area. First, tightly knit rural or suburban communities, characterised by highly localised governance structures, populate much of the Bekaa Valley. In certain areas, state institutions do not have a strong presence and local institutions are highly relevant. This is true for a range of local and/or informal systems, including property rights. As a result, while Lebanese law applies, other customs and practices also shape relationships between landlords and tenants in these areas. *Mukhtars*, mayors, locally influential people, political parties and other power structures may all play a role in shaping rights and responsibilities in housing arrangements in the Bekaa.

Second, a portion of the refugee population from Syria currently living in the area had ties to the Bekaa prior to the crisis in Syria. These refugees previously worked in Lebanon, many as seasonal labourers on Lebanese farms. The ties between Syrian agricultural workers and Lebanese farmers led to a high number of informal

18 Circular number 28/1/2014 issued on 12 May 2014.

19 Circular number 734 issued on 5 June 2014; Circular 786 issued on 18 June 2014.

settlements on or near agricultural land as refugees settled in places where they stayed as seasonal workers in previous years.

Informal settlements are made up of unofficial structures (sometimes referred to as tents or 'family boxes') whose informal nature means that they often lack necessary infrastructure to meet a minimum standard of shelter. Refugees living in informal settlements in the Bekaa Valley often rely on a *Shaweesh*, or an informal representative,²⁰ to access the tents or boxes in the informal settlements. The *Shaweesh* usually mediates the relationship between refugees and the landlord and in many cases the refugee may have little or no contact with the landlord.

In the Bekaa, a *Shaweesh* may pay the rent in advance to a landlord for a certain number of tents/boxes for the entire year. In one focus group conducted by NRC, refugees gave an example where a *Shaweesh* rented five tents/boxes for LBP 1 million or USD 650 per year. The *Shaweesh* then collected the monthly rent from the families that settled in each tent. As a result, for those same five tents/boxes, the *Shaweesh* collected LBP 50,000 or LBP 250,000 in total each month for a total of LBP 3,000,000 or USD 2000 per year.²¹ The financial aspect of the relationship between the *Shaweesh* and refugees means that in some cases the refugee representatives are reported to limit contact with the landlord.

Access to basic services including sanitation and running water is often an issue for refugees in informal settlements. The infrastructure in the informal settlements, including access to electricity, water, sanitation and waste disposal, is often weak or non-existent. Refugee representatives often collect money for electricity and water to pay for illegal connections.

On the one hand, as a result of these factors, some refugees seeking access to shelter in the Bekaa have benefitted from strong previous ties to the region. This has facilitated access to shelter, especially in informal settlements on agricultural land. On the other hand, together with the other general factors shaping refugees' access to housing in Lebanon, the situation in the Bekaa has meant that chronic insecurity, pressure on host communities, lack of infrastructure to host large refugee populations and highly localised governance structures have reduced tenure security for refugees.

20 The *Shaweesh* is usually Syrian and, in the Bekaa Valley, will often be familiar with the areas because he will have previously been a Syrian migrant worker who would come to Lebanon on an annual basis for seasonal work.

21 Focus Group, Central Bekaa, March 11, 2014.

METHODOLOGY



APPROACH

The pilot project was conducted in the Bekaa Valley, focusing on areas in Central and North Bekaa. NRC selected these locations because of its ongoing activities under the ICLA programme; the relationship with municipal authorities; the initial understanding of HLP issues in urban areas and in the informal settlements; and the increase in the number of evictions identified by the ICLA teams.

NRC approached the pilot project as a way to tackle and understand the issue of insecure tenure and forced eviction in communities affected by displacement in Lebanon. The pilot project involved the three key activities listed below, which aimed to increase information and lead to concrete change for refugees involved in the project by supporting refugee tenants to access their rights to shelter of a minimum standard and freedom from the threat of forced eviction.

1. Information provided to refugee tenants and landlords about written lease agreements, using a template lease agreement developed by NRC - 180 individuals received information.²²
2. Counselling (advice tailored to a case) on HLP issues and on how to approach landlords to improve the landlord-tenant relationship - 170 individuals received counselling services.
3. Legal assistance to refugee tenants who were facing challenges in their shelter situation, including a threat of eviction, and required advice from a lawyer - 33 individuals received legal assistance from NRC lawyers.

PILOT PROJECT ASSESSMENT

NRC monitored these activities through an assessment that aimed to:

1. Answer whether the pilot project activities assisted refugees to (a) exercise their HLP rights in Lebanon; and/or (b) acquire written lease agreements; and
2. Collect descriptive information on refugee tenant–host community landlord relationships.

Quantitative data was collected from 46 individual refugee tenants who were interviewed about their housing situation both prior to receiving individual counselling from NRC and several weeks afterwards.

Qualitative information about the pilot project was collected through a variety of focus groups. ICLA staff held six focus group discussions prior to project activities - one focus group each with landlords, mixed refugee tenants, and female refugee tenants in the two field sites in Bekaa. Following NRC information and counselling activities, ICLA staff held focus groups with mixed refugee tenants in each field site.

For each individual who approached ICLA's counselling services, ICLA staff collected individual demographic data, as well as data about individual and household-level characteristics that might make them specifically vulnerable to, or less able to cope, with insecure tenure. Follow-up data was collected in order to assess the usefulness of the programming and whether refugees could use the information and counselling to improve their security of tenure and reduce the threat of forced eviction.²³

²² See Annex A.

²³ An eviction is forced in this context if the removal is carried out against the will of the occupant with either a) violence; b) insufficient time or access to remedy; and/or c) in violation of previous agreement and without reasonable cause.

LEGAL FRAMEWORK FOR REFUGEE HOUSING RIGHTS IN LEBANON²⁴

According to Lebanese law and the Code of Obligations and Contracts of 1932, a lease agreement is a mutual accord between two parties: the landlord (the lessor) and the tenant (the lessee). A lease agreement requires an agreement between these two individuals or parties about specific premises. Different types of premises or properties might be leased, including a house, an apartment, or a commercial store. A lease agreement should include key details, such as the amount of rent to be paid per given time frame, the rooms and spaces included in the leased premises, and the duration of the lease. From the perspective of refugees, valid identification documents and valid legal stay are not required under law.

Both parties, including the landlord and the tenant, sign a written agreement. A strong advantage of a written agreement is that parties have proof of the agreed upon conditions and modalities. However, it is also possible to establish a valid lease agreement verbally. Sufficient proof of a concluded verbal lease agreement is the tenant's occupation of premises handed over by the landlord. Receipts for rent paid help to substantiate a verbal agreement. In all cases, a written agreement helps landlords and tenants to clarify their rights and responsibilities to each other and create transparency and trust in their relationship.

Situation of renting in an Informal Settlement

Many refugees from Syria rent tents or other informal structures in informal settlements in Lebanon on either private or public land.²⁵ The leasing of tents or similar structures introduces questions about the character of such a lease. As refugees are using the tents for housing, it is unclear which provisions of the Code of Obligations and Contracts of 1932 are applicable. However, because tents rented to refugees in Lebanon are often placed 'permanently' or in a 'fixed position' at a given location, it is reasonable to assume that tents or similar structures should be governed – similarly to apartments and houses – by the real estate section of the Code of Obligations and Contracts of 1932 and not by the general provisions of the Code of Obligations and Contracts 1932.²⁶

NRC ICLA staff conducted the pilot project and assessment. All the refugees and landlords interviewed as part of the HLP pilot project and assessment activities gave their informed consent for their data to be collected and analysed as part of the project. Interviewees could decline to answer questions or decide to decline to participate at any time without any consequences. The names and identities of all refugees included in this report have been changed to protect their identity. NRC conforms to the highest standards of confidentiality, data security and protection.

LOGIC OF WRITTEN LEASE AGREEMENTS

The main theme of the pilot project activities was the promotion of written lease agreements. ICLA decided to focus its activities on this area for several reasons. First, written lease agreements provide documentation of a refugee's housing situation. Such documentation makes clear the rights and obligations of both the refugee tenant and the landlord in the housing arrangement. Clarity reduces the possibility of misunderstandings as well as the chances of exploitation. Even in the absence of written lease agreements, verbal agreements supported by written documentation such as receipts of rental payment increase transparency of housing arrangements.

²⁴ For further information, please see Annex D. NRC Lebanon, ICLA Programme, *Lease Agreement Factsheet*. June 25, 2014. In particular, while identification is not required by law to enter into a lease, the landlord may still require it to verify his/her identity. In addition, it is important to note that leases should be registered at the relevant municipality and taxes should be paid on the lease value of the contract at the Ministry of Finance. Failure to do so, and failure to provide identification may make it difficult for either party to take the other to court. See Annex D for further information.

²⁵ The following explanations arguably apply as well in cases where refugees are renting land with the intention to pitch tents for housing. If this is the case, the intention to pitch tents should be part of the lease agreement.

²⁶ 'Permanently' is used to describe more fixed structures and not necessarily to describe the structure as permanent, which is increasingly discouraged by the local and national authorities.

Second, lease agreements are provided for under Lebanese law and offer some protection to tenants in their relationship with landlords against unlawful eviction. Even though refugees may be unlikely to take their landlord to court, written agreements can nevertheless help refugees interact with landlords on more equal terms. In some cases, agreements can stipulate other steps or processes for resolving disagreements or disputes, including mediation by an outside party.

Third, lease agreements reduce information asymmetries. Refugees often operate without adequate information on their rights and responsibilities during their displacement. By defining refugees' rights in their housing arrangement, as well as their responsibilities, and the landlords' rights and his/her responsibilities to the tenants, both parties have a more equitable stake in the success of the housing situation.

Finally, lease agreements help manage expectations. Many disagreements between landlords and tenants arise because expectations are not met; for example, when refugees bring too many individuals to live in one housing unit, landlords often complain, but if they have not clarified their expectations about the maximum number of persons allowed, tenants may not be aware that they are causing problems. Written lease agreements set clear expectations and serve as key tools of conflict prevention, averting disputes before they even start.

KEY ASSESSMENT FINDINGS



REFUGEE TENANTS AND TENURE SECURITY: DEMOGRAPHICS AND VULNERABILITY

This section explores the demographic data collected as part of the pilot project and assessment in order to develop a profile of refugees who sought out NRC services. The people who approached ICLA's counselling services were evenly divided between those living in informal settlements and those living in private houses.²⁷ Some demographic questions were included in the assessment to understand more about individual and household-level vulnerability, including the level of tenure insecurity. In this report the term 'vulnerable' is used to describe individuals and households who face specific challenges in coping with displacement.²⁸ In particular, there are certain household-level and individual characteristics that make refugees more vulnerable to insecure tenure. These include factors such as household size, the presence of persons with disability (which may limit housing choice), female-headed households, or lack of legal status in Lebanon.

Household size and household-head vulnerability

The 46 individual refugees interviewed for the pilot project reported an average household size of eight persons, with refugees living in private housing reporting slightly larger households than those living in informal settlements (Table 1, Demographic information and individual and household-level vulnerability). Such large household sizes may pose problems for landlords, due to noise, wear and tear on property or overcrowding. This is especially true in private households where refugees may be living very close to host community members. 11% of the refugees interviewed reported households with a disabled person; 35% of households included a pregnant or lactating woman, and 17% of households were led by women alone.

Legal status in Lebanon

Another measure of vulnerability is the legal status in Lebanon of refugees seeking assistance. Refugees are not living legally²⁹ in Lebanon according to the law if they have entered Lebanon through either (a) unofficial border crossings; or (b) official border crossings but have not renewed their Lebanese residency visa (which gives them legal status) after it has expired. Lack of legal status limits refugees' freedom of movement and their ability to access services and meet basic needs.³⁰ 15% of individuals who sought ICLA counselling services as part of the pilot project entered Lebanon through unofficial border crossings. Of those who did enter across official border crossings and had previously held legal status in Lebanon, a quarter did not renew their legal status documents.

27 The private housing market includes houses rented on the private market without assistance, houses rented on the market with support from cash for rent activities and houses where refugees are not paying rent.

28 The definition of 'vulnerability' from the International Federation of Red Cross and Red Crescent (IFRC) can be used in this context by defining it 'as the diminished capacity of an individual or group to anticipate, cope with, resist and recover from the impact of a natural or man-made hazard.' See IFRC website, [<https://www.ifrc.org/en/what-we-do/disaster-management/about-disasters/what-is-a-disaster/what-is-vulnerability/>], last accessed on 4 August 2014.

29 Throughout the assessment, the term 'legality' refers to the position under Lebanese law and not necessarily international law.

30 Norwegian Refugee Council, ICLA Programme, *The Consequences of Limited Legal Status for Syrian Refugees in Lebanon: NRC Field Assessment in Aarsal and Wadi Khaled*. Beirut, December 2013.

Table 1: Demographic information and individual and household-level vulnerability

	Average	Obs ³¹	Private Housing	Informal Settlements
Refugees who approached NRC for individual counselling				
Male	63%	46	70%	57%
Female	37%	46	30%	43%
Total # of people in Household (HH)	7.61	46	9	6
# HH with someone working	50%	46	30%	70%
# HH with pregnant women	35%	46	52%	17%
# HH with a disabled person	11%	46	13%	9%
Female HH ³²	17%	46	4%	30%
Entered through official border	80%	46	84%	76%
Renewed legal stay	41%	46	35%	48%
Did not renew legal stay	11%	46	13%	9%
Legal stay has not yet expired	26%	46	36%	17%
Returned and re-entered	2%	46	-	4%
# previous residences in Lebanon	3	46	4	2

Previous residence in Lebanon

Another key indicator of refugee vulnerability to insecure tenure is the frequency with which refugees change their residence in Lebanon. According to pre-counselling interviews, refugees have lived in an average of three previous shelters in Lebanon. For individuals currently living in private houses the average number of previous shelters was higher: refugees reported living in five different shelters in the three previous years before being interviewed.

Access to services

Finally, during interviews conducted before an ICLA service was provided, ICLA staff collected individual data about other characteristics of refugees' living situation, such as their access to key services including education, healthcare, commerce and the general level of security in their area of residence. Although this information alone does not categorise the level of vulnerability of a certain type of individual or household, it does provide more information on the quality of the housing refugees find and whether they feel that staying in that housing is sustainable or not. Typically, refugees reported that they lived approximately 25 minutes away (by foot) from health services and commerce (Table 2, Access to services and security in area of residence). Overall, refugees living in private housing and informal settlements reported the same levels of security in their area of residence, rating it on average 4 out of 5 (on a scale of 1-5

31 'Obs' stands for observations. As mentioned in the methodology section, 46 counselling beneficiaries completed the quantitative questionnaires analysed and included in this report.

32 'Female HH' stands for Female Headed Household, or a household led by a female.

where 1 is the least secure and 5 is the most secure). From their responses, this is likely to be because those interviewed were comparing the relative security of Lebanon with the situation in Syria.

Table 2: Access to services and security in area of residence

	Average	Obs ³³	Private Housing	Informal Settlements
Description of Shelter				
Distance to school (minutes)	14	31	14	14
Distance to healthcare (minutes)	26	44	28	25
Distance to commerce (minutes)	25	19	14	30
Security in area of residence (1-5) ³⁴	4	46	4	4

RIGHTS AND RESPONSIBILITIES: PERSPECTIVE OF REFUGEE TENANTS

As part of the pilot project, ICLA collected information on the existing housing arrangements including the rights and responsibilities of refugee tenants and landlords, refugee representatives, as well as the coping mechanisms that refugees use in their current shelter situation. This includes the specific challenges that refugees face in securing their tenure and the remedies they seek when they face any type of HLP dispute, such as a dispute about payment of rent or utility bills; use of land; or breach of an obligation under the lease agreement. The information in this section was collected from refugees; data in the subsequent section provides the perspective of landlords.

Even in the small sample included in the assessment of this pilot project, refugees found themselves in a variety of housing situations including different types of relationships with their landlords. An important distinction between refugees living in informal settlements and those finding their housing on the private market emerged in the data. This suggests that refugees in these two situations face different challenges in their relationships with their host community landlords and/or refugee representatives.

One key difference is that refugees living in informal settlements are more visible to the host community. This can create the conditions for problems to escalate into disputes and conflict. Host communities and local authorities sometimes decide that hygiene and security concerns are more important than any rent that a landlord gains from hosting refugees. In an attempt to gain control over the situation, local communities may impose curfews on residents of an informal settlement. From those interviewed, refugees felt that this unfairly restricts their movement, especially when they have emergencies and need to travel at night.³⁵

Refugees accessing their houses through the private market may also have deeply insecure relationships with their landlords, but also face different challenges. They

³³ A high number of survey respondents did not know the distance from their shelter to schools and commerce and elected not to answer these questions.

³⁴ Security in area of housing' refers to the individual interviewee's perception or feeling about the level of security in their area of residence rated on a scale of 1 to 5 with 1 being the least secure and 5 being the most secure.

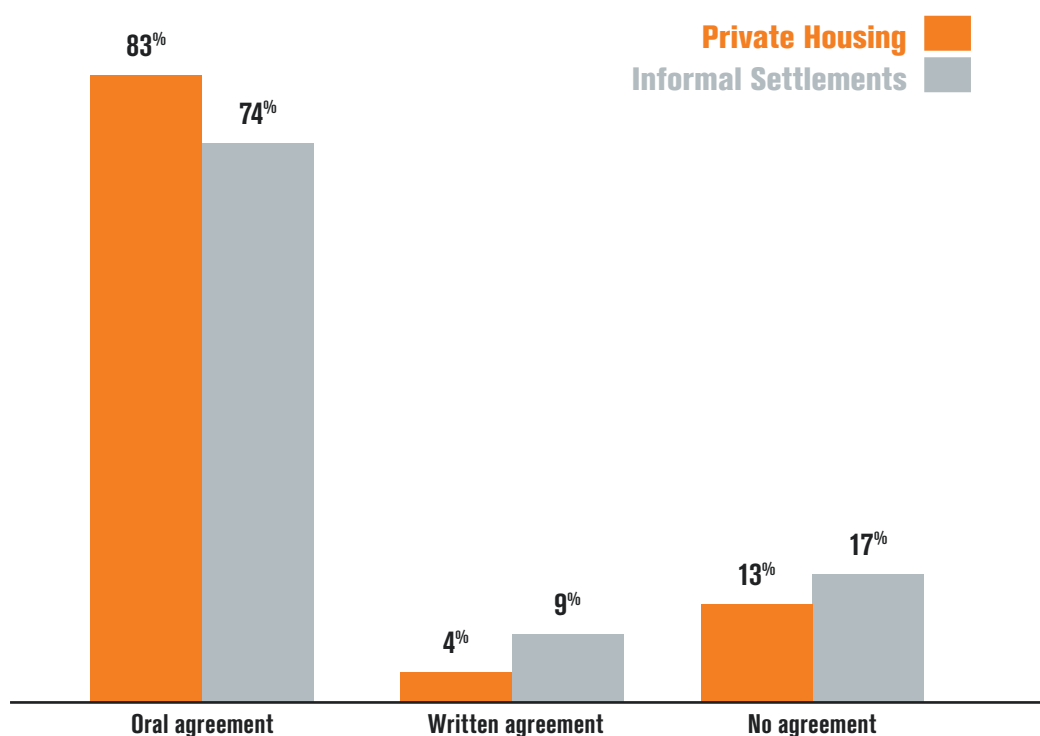
³⁵ Mixed focus group, Pre-Activity, North Bekaa, March 11, 2014.

reported living under the constant threat of market-based evictions as a result of rising rents. Focus group participants stated that such market-based evictions included landlords who sometimes refused to make concrete agreements so that they could keep increasing the rent. Such landlords seemed to evict refugees in order to find tenants who can afford higher rent payments. Focus group participants living in private houses also stated that they had to pay extra for electricity and water. One participant stated that in his current apartment, his family was forced to pay high electricity bills even though they had no appliances and never actually saw the bills.³⁶

Agreements between refugee tenants and host community landlords

As a result of these problems, during interviews refugees described their relationships with the host community landlords often characterised by a lack of transparency and trust. Agreements on housing are often unclear, short-term, unwritten and do not always contain clear terms about the rent, utilities (including water and electricity), or the number of people who can live in the housing unit. There is little to no knowledge of the Lebanese legal framework for lease agreements. The two most common ways that refugees described their arrangements with their landlord was either (1) an oral agreement; or (2) that there was no agreement at all.³⁷

Chart 1: Agreements between refugee tenants and landlords



Reasons for the lack of written agreements

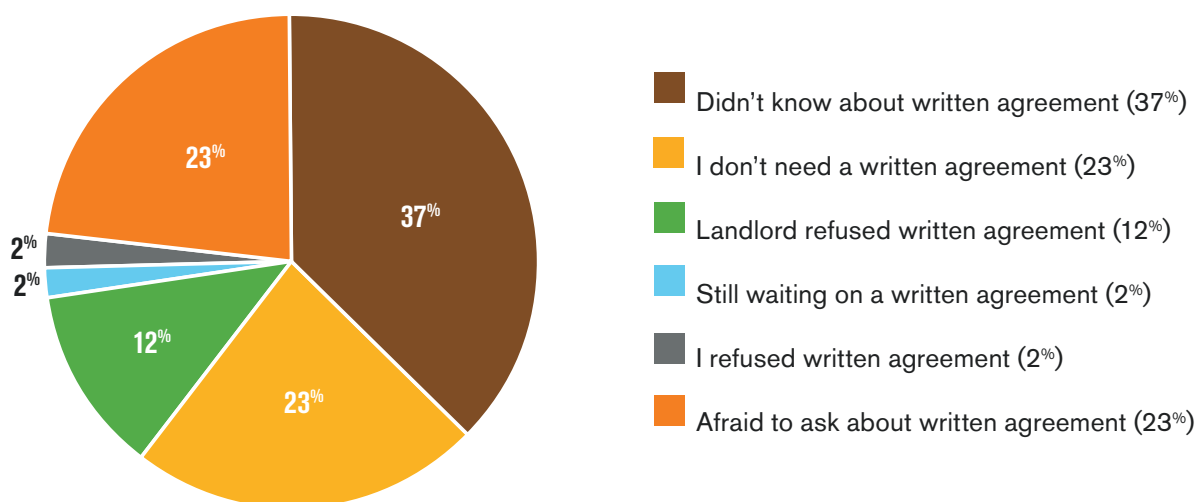
The most common reason (37% of respondents) refugees gave for the lack of a written lease agreement, documenting their rights and responsibilities for renting, is that they were unaware that they had the right to an agreement. 23% of interviewees also stated that they were afraid to ask for an agreement, and another 23% stated that they themselves did not see the need for an agreement. 12% stated that the landlord

36 Focus group, Pre-Activity, North Bekaa, February 13, 2014.

37 In some cases, it may be that refugees report that they have “no agreement” but that they actually do have an oral agreement. While not as secure as written agreements, oral agreements can also make an important difference in providing security to HLP rights when they are supported by evidence of the agreement, such as rental payment (for example, receipts for rent).

refused to enter into any agreement. Refugees in private housing expressed more fears than those living in informal settlements (36% of respondents in private housing stated they were afraid to ask for an agreement compared with 10% of respondents living in informal settlements). Only 7% of refugee tenant respondents stated that they, as tenants, knew how to end the agreement legally - that is, if they wanted to terminate their housing arrangements, they would know the steps for doing so that were in compliance with Lebanese law. 72% of the refugees stated that, regardless of their situation, they had a month-to-month arrangement and could be asked to vacate their shelter at any time.

Chart 2: Reasons for lack of lease agreement between landlord and refugee tenant



CASE STUDY ONE:

The Apartment Building

Imad³⁸ lives with his five family members in a private apartment paying LBP200,000 (approximately USD133) per month without having a written agreement. Approximately 35 other Syrian residents live in his building.

Recently, the landlord began to complain about the tenants. The landlord told one of the residents to leave because he had not paid the rent for two months. The landlord also threatened other tenants with eviction because their children were making a lot of noise. The landlord also stated that he

wanted to raise everyone's rent.

After meeting with the ICLA team, Imad and several of his neighbours were informed about the importance of a written lease agreement and the ways that it can help protect their housing rights. They received some copies of ICLA lease agreement templates and were briefed on how to complete them. Thus, with ICLA's assistance, some of the residents were able to reach a written agreement with the landlord. This agreement identifies the rent and the length of the agreement and helps both the landlord and the tenants feel more secure in their housing situation.

38 The names and identifying details of the beneficiaries mentioned in this report have been changed to protect their identity and maintain their privacy.

Perceptions of refugee tenant responsibilities

Half of those interviewed stated that there was a limit on the number of people who could live in their shelter (all of those people lived in informal settlements). Refugees stated that they paid between USD100 and 200 for rent each month. Utilities (electricity and water) added between USD15-30 each month (sometimes paid in three-month instalments). Even when they met their responsibility to pay rent, very few refugees reported receiving a receipt for their rental payment.

Future access to housing

One aspect of security of tenure is the level of certainty that an individual has about their right to choose to continue living in the housing in the future. In order to capture this aspect of security of tenure, ICLA counselling beneficiaries reported whether they could continue to live in their current housing situation (1) three; (2) six; or (3) nine months into the future if they wished to do so. Only 30% of those interviewed stated that they felt reasonably sure that they could be living in their current shelter in three months' time. This proportion dropped to 24% for six months. Although refugees living in private housing report higher security of tenure in the short term, over time all refugees reported very low levels of tenure security. Overall, only 7% stated that they could continue to live in their current shelter in nine months' time if they wished to do so.

Chart 3: Rights and responsibilities in housing arrangements

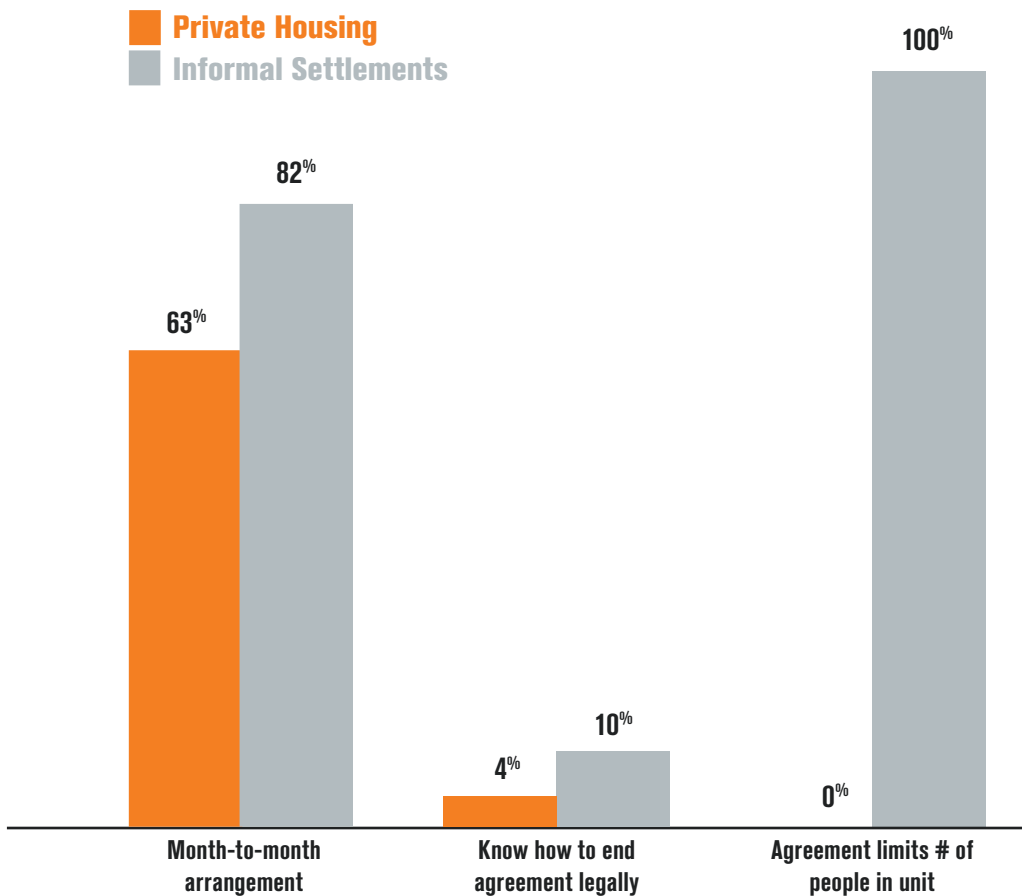


Chart 4: Security of tenure through future access to housing

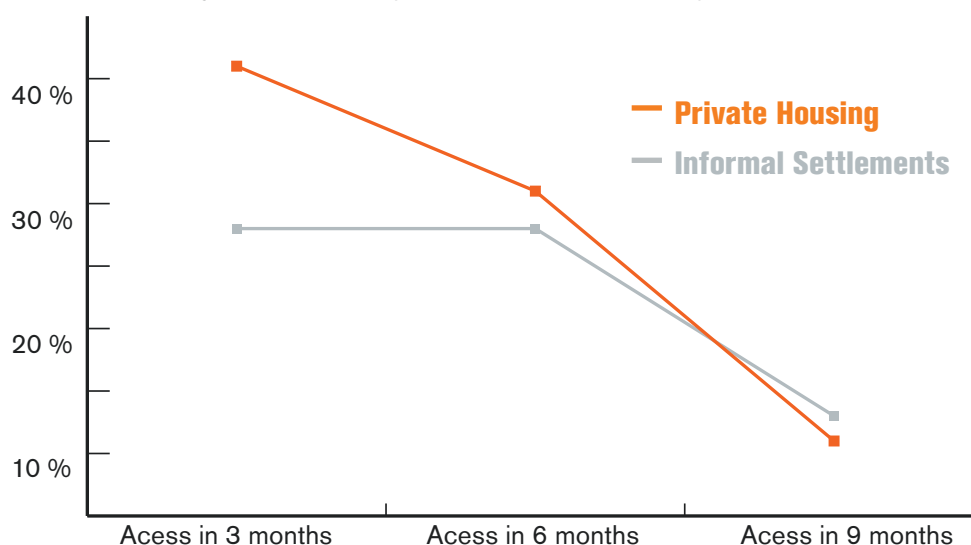


Table 3: Housing Agreements, responsibilities and future access to housing

	Average	Obs	Private Housing	Informal Settlement
Housing agreement				
Oral agreement	78%	46	83%	74%
Written agreement	7%	46	4%	9%
No agreement	15%	46	13%	17%
Did not know about written agreement	37%	43	18%	57%
Afraid to ask about written agreement	23%	43	36%	10%
Landlord refused written agreement	12%	43	23%	0%
Tenant refused written agreement	2%	43	5%	0%
Still waiting on a written agreement	2%	43	5%	0%
Tenant does not need a written agreement	23%	43	14%	33%
Month to month arrangement	72%	39	63%	82%
Know how to end agreement legally ³⁹	7%	44	4%	10%
Agreement limits # of people in unit ⁴⁰	50%	46	0%	100%
Total monthly rent (in LBP) ⁴¹	189, 956	38	135, 114	265, 365
Total monthly utilities (in LBP)	36, 373	34	42, 982	28, 000
Receipt for payment	2%	46	5%	0%
Perception of secure tenure in 3 months	30%	33	35%	23%
Perception of secure tenure in 6 months	24%	33	25%	23%
Perception of secure tenure in 9 months	7%	28	6%	8%

39 'Know how to end agreement legally' refers to refugee tenants who report that they understand how to terminate their housing arrangement legally under Lebanese law.

40 'Agreement limits # of people in unit' refers to a description of how many individuals can reside in the property in the agreement between the landlord and the tenant.

41 Survey data suggest that units in informal settlements are more expensive than private rentals for the individuals interviewed during the assessment, a finding that is counterintuitive. Given the small sample size of the assessment and the specific geographic areas where information was collected in Central and North Bekaa, these numbers should be treated as indicative only with the understanding that in most cases private rentals will be more expensive than units in informal settlements.

CASE STUDY TWO

Finding a Solution to Rental Payments

Samira is a Syrian refugee living with her three children in a small apartment in the Bekaa area. Samira had an oral agreement with the landlord to rent the apartment for \$200 per month in addition to \$50 per month for electricity. During the twelve months, Samira made these monthly payments on time while receiving receipts of payments for the first three months only. For the last two months Samira was late paying the rent so the landlord sent her a notice that she would have to pay on time or otherwise leave the premises, adding that he also wanted to increase the rent to \$300 per month.

Fearful that she would be evicted, Samira called the ICLA team at NRC and was given an appointment with the lawyer. Samira was informed of her rights and obligations and was advised to try first to negotiate with the landlord and resolve the issue. Samira was also given an ICLA lease template and received an explanation on how to complete it.

Samira was able to reach an agreement with the landlord to pay \$100 at the beginning of the month and another \$100 in the middle of the month and obtained receipts with every payment. The landlord refused to have a written agreement, but Samira successfully avoided eviction.

THE HOST COMMUNITY: THE PERSPECTIVE OF THE LANDLORD

One of the key goals of the pilot project was to include the perspective of the host community and in particular the Lebanese landlords and the challenges they face when hosting refugees. Focus groups with landlords revealed that they are a diverse group. Although there is the perception amongst refugees that landlords will always refuse written agreements, this was not always the case during interviews and focus groups.

Little is known about the motivations of Lebanese landlords and host community members who rent properties and host refugees, but identifying the interests of this group is key to facilitating better relationships with refugees. During focus groups, landlords stated that they hosted refugees for a variety of reasons. Some landlords stated that the refugees work on their agricultural land in exchange for rent. Some landlords stated that the rental income was the most important reason. Other landlords said that they were willing to rent their apartments to refugees for 'humanitarian reasons'.

Refugees often stated that landlords do not want agreements, but that was not entirely reflected in NRC's discussions with landlords. The majority of landlords in the focus groups stated that they have no written agreements with the refugees for their tenancy, however they do have oral agreements. One landlord stated that "rent changes" every month, but most others identified a fixed rent. Most surprisingly, they also stated that they would be interested in written agreements, especially those that help to address their concerns.

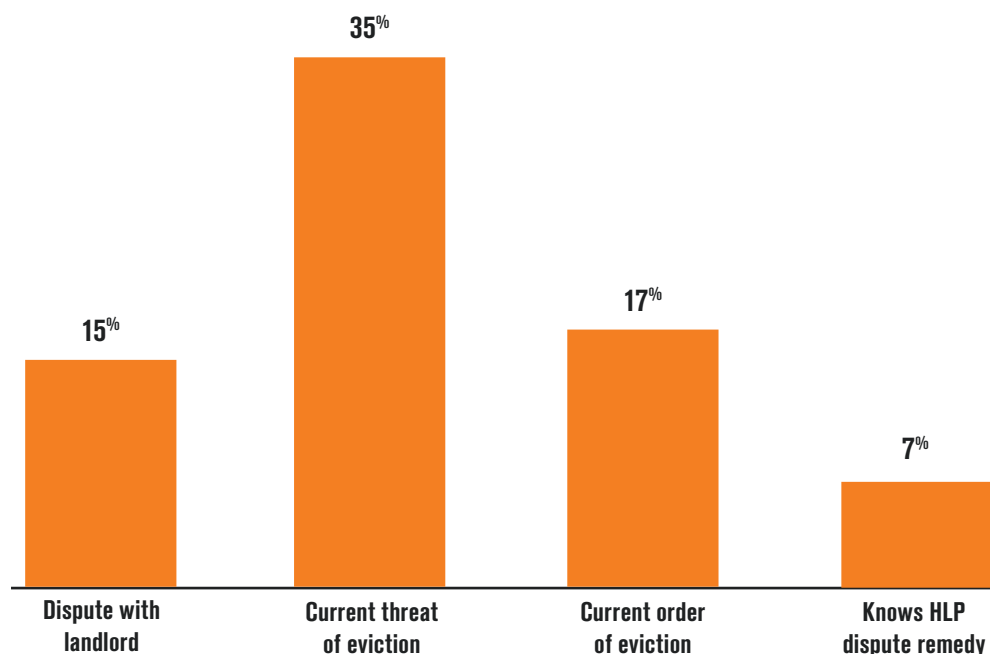
Landlords suggested that they might be particularly interested in agreements if they helped solve certain landlord-tenant problems that they feel they face. They cited numerous problems that often come up in their relationship with their tenants, including: (a) increasing numbers of persons using the property (often more than agreed); (b) misuse of the electricity and sewage systems; (c) late rental payment; (d) problems between the refugees and the police; or (e) tenants leaving the property without any prior notice and without any payment. Landlords stated that one reason they did not have written agreements is that they perceived that these agreements were only for rental situations of a long duration. They mainly expressed that they would be open to rental agreements if they could be for a shorter duration and might address the issues that they face during the landlord-tenant relationship.

The information from landlords confirms that refugees often have a weak bargaining position relative to landlords, in part because of lack of consistent structures that support the landlord-tenant relationship. Landlords stated that they do not go to authorities (community leaders, police, lawyers, *Mukhtars*) to solve their HLP issues because of the expense and because there is “no government” in Lebanon.⁴² They think the best way to resolve problems with tenants is to tell them they must vacate the premises by a certain time. Overall, landlords suggested that if they felt more secure and could rely on minimum protection from certain contract violations, they might be willing to negotiate more transparent and equitable contracts with refugees.

EXISTING DISPUTES AND REMEDIES

From the pilot project, it was noted that the insecurities that characterise relationships between refugees and landlords frequently create the conditions for disputes. Table 4 (Housing, land and property disputes, including threat of eviction and risk of eviction) and Chart 5 (HLP disputes, threats of evictions and knowledge of remedy) show the dispute profile for refugees in private houses and in informal settlements. 15% of refugees who sought assistance from NRC have an ongoing dispute with their landlord and 35% stated that they were currently facing a threat of eviction. The most common kind of interpersonal dispute between landlords and refugee tenants is over rent and other services (57%). In all the evictions reported to NRC staff, refugees stated that they were being evicted against their will and that they did not have the option to pursue a legal remedy to the situation. All refugees stated that they would be homeless as a result of the eviction.

Chart 5: Housing , land and property disputes, threats of evictions and knowledge of remedy⁴³



Refugees in both informal settlements and private houses did not report systematic ways to resolve miscommunications, problems, disputes and conflicts involving their

⁴² Landlord focus group, pre-activity, Central Bekaa, March 14, 2014.

⁴³ This chart shows how many of the disputants interviewed as part of the pilot project report that that a) were engaged in any dispute with their current landlord (over the terms of their occupancy such as the number of people in the house or the amount of rent due); b) felt that they were currently threatened with eviction from their housing situation; c) had received an order of eviction in their current housing situation; or d) knew where to turn for help with any housing, land and property rights dispute.

security of tenure. Instead, the assessment indicates that dispute resolution is idiosyncratic and often ad hoc. In some cases, when problems arise between refugees, it is the landlords themselves who get involved in trying to resolve the issue. In cases where the landlords are involved in the dispute, refugees reported that locally powerful people sometimes intervene. In areas where powerful family structures are important, refugees often seek help from the head of the family. In other cases, where a local *Mukhtar* is powerful and trusted, refugees may seek his assistance. However, in most cases refugees stated they had no one to turn to when they faced a dispute.

Refugees were divided about whether involving a lawyer in some of their issues would be successful or not. Some stated they would not have a problem going to a lawyer, but that they do not see the need to do so. In other cases, refugees reported that they would be interested in hearing about their rights from a lawyer, but they are very concerned about confidentiality. Refugees from one informal settlement said that they were anxious about going to a lawyer because the *Shaweesh* never let them contact the landlord (or vice versa) because the *Shaweesh* got benefits from 'both sides'.⁴⁴ Other refugees stated that they are specifically afraid of approaching the Lebanese authorities because they have limited legal status⁴⁵ in Lebanon. They preferred to try to 'mediate' the situation themselves when they had problems, although they were not always able to find a solution.

Table 4: Housing, land and property disputes, including threat of eviction and risk of eviction

	Average	Obs	Private Housing	Informal Settlements
Housing, land and property disputes				
Dispute with landlord	15%	46	5%	29%
Dispute over rent/other services	57%	7	100%	50%
Dispute over overcrowding	14%	7	0%	17%
Other dispute	29%	7	0%	33%
Reports knowing HLP dispute remedy	7%	46	4%	9%
Current threat of eviction	35%	46	30%	39%
Current order of eviction	17%	46	9%	26%
Eviction is against your will	100%	16	100%	100%
No option to pursue legal remedy	100%	16	100%	100%
Prior notice of eviction (days)	9	16	1	14
Will be homeless as a result of eviction	100%	16	100%	100%
Violent incident associated with eviction	0%	16	0%	0%

44 Women-only focus group, pre-activity, North Bekaa, March, 13 2014.

45 For more details about the consequences of limited legal status for refugees in Lebanon, see Norwegian Refugee Council, ICLA Programme, *The Consequences of Limited Legal Status for Syrian Refugees in Lebanon: NRC Field Assessment in Aarsal and Wadi Khaled*, Beirut, December 2013

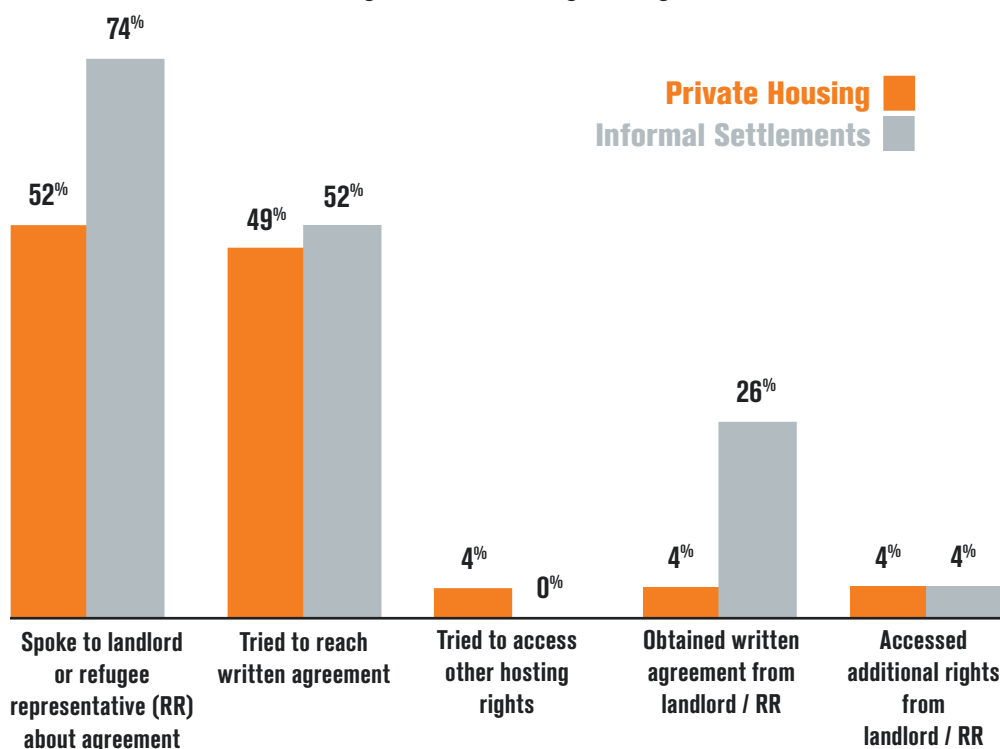
SPECIFIC CHALLENGES WOMEN FACE TO ENJOYING SECURE TENURE

During women's only focus groups, female refugees spoke about the specific challenges that women face in accessing shelter of a minimum standard in Lebanon. During these focus groups, women were given the same prompts and conversation topics as participants in the mixed focus groups. However, the descriptions that women gave of their situation in the women-only groups suggest that they experience their challenges in securing their tenure differently than men. Women spoke about the extremely difficult shelter conditions they face. They explained that as they moved from shelter to shelter in Lebanon, each time their shelters had gone from bad to worse as rents increased and they could not afford to pay higher rents.

Women were also more likely than men to talk about the consequences for their children of poor shelter conditions. Participants in the women-only focus group stated that they feared for their children's health. They complained that their houses were infested with vermin and they were too far from roads and services, including schools for their children.

Women reported that they often were not consulted when the heads of their household made decisions about the shelter. Participants in the women-only focus group stated that they were rarely if ever involved in the decision about where to live. Nevertheless, women reported that decisions about housing affected them and were extremely important to their overall safety, security and the stability of their families in Lebanon. Preliminary data supports findings from NRC's previous work on women's HLP rights in Lebanon that women's security of tenure is affected both by the legal framework and also by fragile family relationships that can lead to the threat of eviction.⁴⁶

Chart 4: Actions taken following NRC counselling and legal assistance



⁴⁶ For further information on Palestinian HLP rights in Lebanon see Norwegian Refugee Council, *No Place Like Home: An Assessment of the Housing, Land and Property Rights of Palestinian Refugee Women in Camps and Gatherings in Lebanon*. Beirut, Lebanon.

Written Agreement in an Informal Settlement

CASE STUDY THREE

Fadi was living with his four family members in an informal settlement in the Aarsal area (North Bekaa), paying LBP 200,000 per tent before the landlord forcefully evicted them. Fadi and his family then moved to a new informal settlement.

family to sign a written lease agreement with his new landlord. Fadi reported that prior to meeting with NRC he was not aware of his housing rights and had not tried to defend them in his first housing situation. Fadi reported that he feels more secure with the written lease agreement.

NRC's assistance enabled Fadi and his



THE IMPACT OF THE HLP PILOT PROJECT

The first step of the pilot project evaluation was reaching beneficiaries to collect follow-up data. Especially given the mobility of refugees in Lebanon and the short timeframe of the assessment, the follow-up succeeded in accessing a high number of beneficiaries. During the post-ICLA service follow-up, NRC contacted 85% of the beneficiaries who had received ICLA counselling services.

As set out in Chart 4 (Actions taken following NRC counselling and legal assistance), the first key outcome identified during the follow-up is that 63% of the beneficiaries (52% in private housing and 74% in informal settlements) who received individual counselling spoke with their landlord or their refugee representative about their housing agreement. This is high given the levels of fear and mistrust identified prior to the counselling sessions.

Secondly, 50% of the refugees (23 persons) reported that they tried to reach a written agreement with their landlord. Finally, more than 25% of those refugees who tried, successfully obtained written agreements by the time follow-up occurred (seven households). In 7% of cases, however, NRC counselling was unable to improve the relationship between refugees and their landlords/refugee representatives and the refugees reported that they had still been evicted.

Table 5: Post pilot project follow-up outcomes

	Average	Obs	Private	Informal Settlements
Post-service follow-up				
Reached beneficiary for post-service follow-up	85%	46	86%	86%
Spoke to landlord or refugee representative about agreement	63%	46	52%	74%
Tried to reach written agreement	50%	46	49%	52%
Tried to access other housing rights	2%	46	4%	0%
Obtained written agreement from landlord/RR	15%	46	4%	26%
Accessed additional rights from landlord/RR	4%	46	4%	4%
Since the NRC counselling, evicted	7%	46	4%	9%

CONCLUSION



The results of the assessment of the pilot project suggest that working with refugees and landlords to institute written lease agreements can create the conditions for improving the relationship between landlords and refugee tenants. Information activities aim to increase knowledge about HLP rights in Lebanon and empower refugees to take the opportunity to improve their relationship with their refugee representative or landlord themselves. Improving this relationship is a key step on the way to increasing refugees' security of tenure, preventing and reducing the threat of forced eviction. ICLA counselling services provide tailored advice to refugees facing HLP issues and facilitate interactions between landlords and tenants that clarify the rights and responsibilities. The assessment demonstrates that refugees are able to take a key first step in starting a dialogue with their landlord or refugee representative.

Written agreements may not be the only solution to all housing issues for all refugees and landlords. However, this assessment suggests that written agreements can help to improve security of tenure. Moreover, landlords are willing to enter into written lease agreements, especially when these agreements can be adapted to meet their needs as well as the needs of refugees. Despite the challenges, reducing information asymmetries and helping refugees and landlords to use Lebanon's existing legal framework may help meet the great needs of refugees and host communities seeking a stable, secure and mutually agreeable relationship during the Syrian refugee crisis.

RECOMMENDED NEXT STEPS

Based on the findings of the pilot project and assessment, NRC recommends the points set out below as next steps (for NRC and other legal/protection actors, as relevant). The main aims are that, during these challenging times in Lebanon, (a) refugee tenants and host community landlords have an improved relationship; and (b) refugee tenants have improved security of tenure in their homes.

1. **Raise awareness about the legal framework of HLP rights in Lebanon so that refugees and landlords respect each others' rights and forced evictions can be avoided** – neither the refugees nor the host communities anticipated the length of time that refugees would have to stay in Lebanon. Consequently, in many cases, they have mutually entered into temporary rental arrangements. As the context changes and refugees continue to be displaced from Syria, the landlord-tenant relationship has become more relevant. Understanding the legal framework of this relationship, within the wider context of HLP rights, including how to prevent forced evictions is crucial for both parties in the landlord-tenant relationship.
2. **Raise awareness, provide support and advice about the use of written (or oral) lease agreements for both refugee and host communities** – by providing general and more tailored information and advice to refugee tenants on how to use written lease agreements or agree on oral lease agreements (if that is the only option for a case), tenants and landlords can have an improved understanding about their rights and obligations to each other. This can also strengthen the relationship between the parties, manage expectations of each other and act as a tool to prevent evictions by providing a framework to be used for resolving any disputes.
3. **Support fieldworkers with refugee and host communities to have a basic understanding of the legal framework in Lebanon regarding key HLP issues, including lease agreements and evictions** – with the frequent interaction and outreach work of fieldworkers and the refugee and host communities, it is important for fieldworkers to have a basic understanding of HLP issues affecting these communities. This is relevant for assistance provided in urban areas and informal settlements (such as shelter or WASH assistance) so that fieldworkers do not enter into arrangements that may lead to forced evictions;

can identify risks of eviction; and use available referral mechanisms when HLP issues are identified.

4. **Provide access to legal aid and legal referrals on HLP issues, including cases where there are risks of eviction for refugee tenants** – where there is a risk or threat of forced evictions, particularly more immediate evictions, providing free legal assistance can be important in preventing any eviction. As can be seen from the pilot project, which reflects NRC's work on eviction prevention throughout Lebanon, involving a lawyer can contribute to providing more of a balance of power between the tenant and landlord, especially as a refugee tenant is often in a more vulnerable position than the landlord. In addition, it is important for refugees and organisations working with them to know how to access legal assistance through available referral mechanisms. Legal assistance⁴⁷ for HLP disputes in this context is likely to take the form of facilitated negotiations; support in mediations and reviewing and better understanding the contractual arrangements between the landlord and the tenant.
5. **Identify ways to provide wider representation for the refugees living in informal settlements** – as shown by the pilot project, the role of the *Shaweesh* as an informal refugee representative, especially in informal settlements, can result in refugees having little or no contact with the landlord and often feeling as though they are not being fairly represented. It will be important to understand this relationship more and continue to support alternative forms of refugee representation in order to provide a more diverse range of representation and not over-empower these often self-appointed representatives.
6. **Continue to engage regularly with the host community and with landlords in particular to improve relationships and increase security of tenure** – with the prolonged displacement, it has become increasingly important to understand the needs of both refugee and host communities and find ways to mitigate any potential tensions or disputes between them. With the limited shelter options available for refugees and the increase in those living in informal settlements, it is crucial that regular engagement between the two communities is supported and encouraged. Frequently, disputes arising from shelter arrangements can be resolved by addressing them early on; understanding the different perspectives and providing suggested solutions before tensions escalate.
7. **Continue to engage with national and local authorities** – as there is more pressure on the limited resources of Lebanon and the protracted displacement for refugees continues to be a reality, there is more pressure on currently available shelter options. Consequently, there is more political pressure to lessen the 'pull' factor for refugees to come to Lebanon. This is reflected in the increasingly precarious situation for informal settlements, as demonstrated by the recent Circulars requiring permission from the authorities before they are established, which has led to increased actual or perceived risk of forced evictions.⁴⁸ Coupled with the limited shelter options for refugees, it continues to be essential for the international community and humanitarian actors to engage with national and local authorities to advocate for the provision and maintenance of adequate shelter options and security of tenure for refugees in Lebanon.

47 This includes improving access to justice for refugees, including for those who cannot easily approach the authorities because of their limited legal status – As well as providing legal assistance to refugees, it is also important to continue to advocate for strengthening the legal status situation for refugees in Lebanon - see NRC Recommendations in NRC's reports on limited legal status – (1) *The Consequences of Limited Legal Status for Syrian Refugees in Lebanon: NRC Field Assessment in Aarsal and WadiKhaled*. December 2013; and (2) *The Consequences of Limited Legal Status for Syrian Refugees in Lebanon: NRC Field Assessment in North, Bekaa and the South*. April 2014.

48 NRC is monitoring the potential impact of these Circulars, particularly in the Bekaa Valley and the Akkar region, where local authorities have referred to a Circular when instigating mass evictions of informal settlements.

ANNEXES

Annex A: Lease agreement factsheet

Annex B: Checklist for Lease Agreements

Annex C: Template lease agreement

Annex D: Eviction factsheet

ICLA Factsheet Series for Fieldworkers

Factsheet on Lease Agreements



Photograph by: Christian Jepsen

Researched and written by the Information, Counselling and Legal
Assistance Programme, NRC Lebanon

August 2014

Table of Contents

1.	Introduction	4
2.	Conditions and requirements to enter into a lease agreement	4
2.1.	Rent	4
2.1.1.	Explicit agreement on the amount of rent, the time when rent is due and how to pay the rent	4
2.1.2.	No explicit agreement on the amount of rent, the time when rent is due or how to pay the rent	4
2.2.	Duration of the lease agreement	5
2.2.1.	Duration was determined by both parties	5
2.2.2.	The duration was not stipulated within the lease agreement	5
2.3.	Objects included	5
2.3.1.	Explicit agreement on the rooms and spaces belonging to the leased premises	5
2.3.2.	No explicit agreement on the rooms and spaces belonging to the rented premises	5
2.4.	Form of the lease agreement	5
2.4.1.	Written lease agreement	5
2.4.2.	No written lease agreement	5
3.	Fees and registration procedures	6
4.	Responsibilities and rights resulting from the lease agreement	6
4.1.	Responsibilities of the lessor	6
4.1.1.	Obligation of the lessor to hand over the premise	6
a)	Hand over the premises in the agreed condition	6
b)	Consequences if the leased premises are not handed over by the lessor or if they are not handed over in the condition agreed upon in the lease	6
4.1.2.	Responsibilities of the lessor during the lease	7
a)	Obligation to carry out major repairs, repair hidden defects and to secure the lessee's ability to use the premises during the lease	7
b)	Consequences if major repairs are not carried out, if hidden defects are not repaired and if the proper use of the premises during the lease is not secured	7
4.2.	Responsibilities of the lessee	7
4.2.1.	Paying the rent	7
a)	Paying the right amount, in time and in the right way	7
b)	Consequences if the right amount of rent is not rendered, or if it is not paid in time or in the right way	8
4.2.2.	Preserving and maintaining the premises	8
a)	Carrying out minor repairs, informing the lessor immediately about any damages, returning the premises upon termination of the agreement	8
b)	Consequences if minor repairs are not carried out, if the lessor is not immediately informed of any damages, or if the premises is not returned upon agreement termination	8
5.	Renewal of lease agreement	8
6.	Special cases of lease agreement	9
6.1.	A sublease	9
6.2.	The lease of tents	9
7.	Termination of a lease agreement	10
7.1.	Ordinary termination - upon the termination date specified in the agreement	10
7.2.	Exceptional termination – before the end of the period stipulated in the lease agreement	10
7.3.	No lease agreement termination in the event of the death of the lessor or the sale of the premises	11
8.	Legal remedies	11

As part of its Information, Counselling and Legal Assistance (ICLA) programme in Lebanon, NRC provides legal information and advice. This factsheet is one of a series of NRC ICLA factsheets focusing on legal issues affecting refugees in Lebanon. The ICLA factsheet series, for lawyers, fieldworkers and those affected by displacement, cover a range of topics including access to the legal system; the provision of legal aid; legal status; civil documentation; lease agreements; and employment law.

All legal information provided in this document is intended as a general guide only and is not a substitute for seeking legal advice from a qualified lawyer.

Copyright © 2014

By the Norwegian Refugee Council. All rights reserved. No part of this document may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without prior written permission of the Norwegian Refugee Council.

The factsheet should be duly cited when used as a reference.

Suggested citation: *Factsheet on Lease Agreements, ICLA Factsheet Series for Fieldworkers, Norwegian Refugee Council (NRC) 2014, p. X.*

1. INTRODUCTION

Interested parties must respect certain conditions and requirements if looking to lease a property. In Lebanon, the Code of Obligations and Contracts of 1932 stipulates the conditions and requirements necessary to enter into a valid lease agreement. It also sets out the obligations of each party and stipulates the consequences in cases where requirements are not met or obligations not fulfilled. The Code of Obligations and Contracts of 1932 provides different provisions for the lease of real estate than for other types of property.

This factsheet will focus on the lease agreement of real estate and explain the conditions and requirements necessary to enter into a valid lease agreement. It will explain which obligations result from a lease agreement for each party and the repercussions if any party does not fulfil his/her obligations. It will also explain the possible legal remedies in cases of conflict.

2. CONDITIONS AND REQUIREMENTS TO ENTER INTO A LEASE AGREEMENT

A lease agreement is a mutual agreement between two parties: the landlord (the lessor) and the tenant (lessee). This means that the two parties must agree about the lease of a given premises. Examples of premises that might be available for lease include e.g. a house, an apartment or a commercial store. The agreement should also include other details, such as the amount of rent to be paid per given time frame, the rooms and spaces included in the leased premises, and the duration of the lease. Although valid identification documents and a valid stay are not required under law, the lessor may request an ID to verify the identity of the lessee.

2.1 Rent

2.1.1 Explicit agreement on the amount of rent, the time when rent is due and how to pay the rent

In a lease agreement, both parties should agree on the amount of rent to be paid. The amount of rent will normally depend on several factors, including the location, the size and the condition of the premises. However, both parties are free to determine the amount of rent.

An agreement about the cost of rent should also include the date when rent must be paid. For example, one might agree that the rent is due every first or last day of the month. It is also possible to agree on payment dates at longer intervals, such as every third month or every sixth month.

Finally, an agreement about the cost of rent should also include how the rent is to be paid. It is possible, for example, to agree that rent should be paid in cash (in USD or LBP), by cheque, by bank transfer or even in goods (such as in the form of a certain amount of food, movable assets or other goods). Rent may also consist of a share of a profit. Rent for real estate properties may not be paid by the lessee in the form of manpower.¹

2.1.2 No explicit agreement on the amount of rent, the time when rent is due or how to pay the rent

When both parties have not explicitly agreed on the amount of rent, the time when it is due or the way it is to be paid, these issues are usually determined by prevailing local customs. This means, for example, if both parties have not agreed on the amount of rent to be paid, an amount similar to the cost of a premises in a comparable condition and location will be due. To determine the amount of rent in such

¹ Rent for agricultural land, however, may be paid by the lessee in the form of manpower. In such cases, manpower can only cover part of the rent, and must therefore be supplemented by a sum of money or other goods. The leasing of agricultural land is not governed by the same rules as those governing real estate. This means, for example, that the termination of a lease for agricultural property is not based on the same rules as those specified in the chapter on the termination of real estate leases.

a situation, either party can request a court appointed expert to assess the appropriate amount. The same is true for cases in which no agreement has been reached regarding how and when to pay the rent: these unresolved issues are also established based on prevailing customs. The most common way, however, is to pay the rent in cash.

2.2 Duration of the lease agreement

The duration of the lease depends on whether or not the parties have explicitly agreed on it.

2.2.1 Duration was determined by both parties

The parties are free to determine the duration of the lease. It is possible, for example, to agree on a lease of only several days, weeks or months, or on one of one or more years. However, a typical lease for real estate will last at least one year.

2.2.2 The duration was not stipulated within the lease agreement

If the parties do not explicitly agree on a period of time, the duration of the lease can be determined based on prevailing customs in the region where the premises are located. This means, for example, if an apartment is on average rented for a period of one year in the area where the premises is located, the lease agreement between two parties who did not explicitly agree on a time period for an apartment lease would also be valid for one year. In such cases, either party can request a court appointed expert to determine the appropriate lease duration.

2.3 Objects included

2.3.1 Explicit agreement on the rooms and spaces belonging to the leased premises

In the lease agreement, both parties can agree on the rooms and spaces that are included in the lease. They may decide to include rooms and spaces that are not typically considered part of the premises. This means, for example, that both parties can agree that the lease agreement includes a cellar or that the lessee has the right to use additional spaces, such as a barn, or spaces shared with neighbours, such as a garden.

2.3.2 No explicit agreement on the rooms and spaces belonging to the rented premises

If the parties do not explicitly agree on the rooms and spaces included in the lease agreement, only those rooms and spaces that might typically belong to the rented premises are included (e.g. a common elevator and a common laundry room for the whole building).

2.4 Form of the lease agreement

2.4.1 Written lease agreement

The lease is typically a written agreement that has been signed by both the lessor and lessee. A written agreement has the advantage that both parties have proof of the agreed upon conditions.

2.4.2 No written lease agreement

It is also possible to establish a valid lease agreement verbally and without any written documentation. Sufficient proof of a concluded verbal lease agreement is the lessee's occupation of a premises handed over by the lessor. However, in any dispute about a verbal agreement, if the premise has not yet been handed over by the lessor, the verbal agreement can only be proven by the confession or oath of the lessee or the lessors (depending who is denying the existence of the agreement).

If there is any conflict about any of the details normally written in an agreement (e.g. amount of rent, when to pay the rent, objects included in the lease), these details are to be determined by an expert. Either party can request a court appointed expert to determine these details based on the prevailing customs in the area where the premises are located (see above).

3. FEES AND REGISTRATION PROCEDURES

For a written lease agreement, the lessor and the lessee have to pay a fee to the Ministry of Finance. The fee has to be paid in stamps. Each copy of the lease agreement requires a fee of an amount of 0.3% of the rental amount. The amount of the fee therefore depends on the duration of the lease agreement. This means, for example, if the rent is LBP 300,000 and the lease agreement valid for one year, the fee required for each copy is $12 \times \text{LBP } 300,000 \times 0.3\% = \text{LBP } 10,800$ stamps. Either the lessee or the lessor must pay a fee of 0.3% of the rent.

Lease agreements, written and verbal agreements, must also be registered in the relevant municipality; stamps of LBP 3,000 must be placed on the lease agreement for it to be successfully registered.² As stamps have to be placed on the agreement to register it, the municipality will ask for a written version of the lease agreement. Once a lease is registered, the person using the premises must also pay an additional yearly fee.

4. RESPONSIBILITIES AND RIGHTS RESULTING FROM THE LEASE AGREEMENT

4.1 Responsibilities of the lessor

The lessor has two main responsibilities: first, to hand over the premises in good condition (see (a) below), and second, to ensure that the lessee can use the premises during the duration of the lease agreement (see (b) below).

4.1.1 Obligation of the lessor to hand over the premise

The lessor is obliged to hand the leased premises over to the lessee in the condition agreed upon in the agreement.

a) Hand over the premises in the agreed condition

The lessor must hand over the leased premises to the lessee in a condition that enables the lessee to use it without any obstacles as is defined by the lease agreement. The handover of the premises shall take place at the time and place agreed upon by the two parties. If the leased premises are occupied by another lessee, the occupant must first vacate the premises before the lessor can hand the property over to the new lessee, unless agreed otherwise. Handing over the premises includes handing over all other rooms and spaces that are included in the lease or that are typically used by the lessees (e.g. elevator or common laundry room). Other rooms and places not obviously belonging to the leased premises (e.g. garden or barns) are included only if stated in the lease agreement (see 2.3.1 above).

b) Consequences if the leased premises are not handed over by the lessor or if they are not handed over in the condition agreed upon in the lease

If the lessor does not hand over the premises to the lessee, the lessee has the right to terminate the agreement or reduce the rent. In both cases the lessee may also claim compensation before the civil court where the premises are located.

If the lessor hands over the premises not in a good condition or without the conditions agreed upon in the agreement, the lessee is entitled – after notifying the lessor – to finish incomplete work by virtue of a decision from the summary affairs judge, and to deduce the amount dispensed for this work from any rent paid.

² The law does not explicitly require that the person renting the premises must have a valid ID or legal stay documentation. However, every municipality should record the name of every tenant. Thus, an ID or a copy of an ID may be required to register the lease.

4.1.2 Responsibilities of the lessor during the lease

During the lease, the lessor is obliged to carry out major repairs and to refrain from any interference that might hinder the lessee from using the premises during the duration of the agreement.

a) *Obligation to carry out major repairs, repair hidden defects and to secure the lessee's ability to use the premises during the lease*

Unless agreed otherwise, the lessee is required to carry out all minor repairs to the leased premises that are not due to ordinary wear and tear. The lessor is therefore only required to carry out major repairs needed during the lease (e.g. repairing the roof or the sanitary sewer).

The lessor is also responsible for hidden defects (defects not visible when handing over the premises) that occur during the lease. Certain defects could also render the premises unfit for residence or use (e.g. cracks that threaten the collapse of the building, non-functioning sewage system). If the defects were visible to the lessee when the premises was handed over by the lessor, or if the lessor had informed the lessee of the defects, the lessor is no longer responsible for the repair.

Finally, the lessor is forbidden from harassing the lessee while occupying the premises. This includes making material changes, such as changing or destroying the leased premises, legal harassment, such as taking legal action that could hinder the lessee from using the premises, and personal interference by the lessor or a third party.

b) *Consequences if major repairs are not carried out, if hidden defects are not repaired and if the proper use of the premises during the lease is not secured*

The lessee can terminate the lease agreement or reduce the rent if the lessor does not carry out the necessary major repairs. In both cases the lessee also has the right to claim compensation before the civil court where the premises is located. The lessee can also request from the court the permission to fix or repair the defects at the expense of the lessor and deduct these expenses from the rent. The same applies if there are hidden defects in the leased premises. If the defect caused any harm to the lessee, he or she is entitled to compensation.

If the lessor interferes with the lessee's use of the premises, the lessee can file a lawsuit against the lessor to stop the interference. The lawsuit must be filed at the civil court. The lessee is required to prove the interference and to prove that it prevented him or her from using the premises. The lessee can also request to terminate the lease agreement or reduce the rent and receive compensation.

4.2 Responsibilities of the lessee

The lessee also has two main responsibilities: first pay the correct amount of rent in due time and in the right way (see (a) below), and second preserve and maintain the premises (see (b) below).

4.2.1 Paying the rent

a) *Paying the right amount, in time and in the right way*

The lessee is required to pay the amount of rent specified in the lease agreement. If the amount was not specified in the agreement, the lessee must pay an amount that would be considered normal for similar premises in the same location (see 2.1.2. above).

The lessee is also required to pay the rent on time. The due date for rent depends on the date agreed upon in the lease agreement (e.g. first or last day of every month or every three or six months, see 2.1.1. above). If no agreement was reached about this issue, the rent is due according to the prevailing local customs where the premises are located (see 2.1.2. above).

Finally, the lessee is required to pay rent in the manner and form stipulated in the agreement (e.g. in cash, by cheque or via bank transfer; in the agreed currency, such as in USD or LBP; or in other goods). If the parties

did not explicitly agree in the agreement on how to pay rent and in what form, such requirements will be based on the prevailing local customs (see 2.1.2. above).

b) Consequences if the right amount of rent is not rendered, or if it is not paid in time or in the right way

The lessor can take legal action and seize the lessee's furniture and all other belongings in the leased premises in order to ensure that he or she receives the rent due by the lessee. The lessor can also prevent the lessee from removing or transferring assets from the premises. These options only apply to cases in which the lessee did not pay rent in time. However, this is regardless of the number of times that rent was not paid or was paid late. For example, the lessor can take legal action even if the lessee did not pay rent on time on only one occasion.

4.2.2 Preserving and maintaining the premises

a) Carrying out minor repairs, informing the lessor immediately about any damages, returning the premises upon termination of the agreement

Unless the lessee is exempt from this obligation as per the lease agreement, he or she is bound to carry out all minor repairs in the leased premises. Such repairs include, for example, repairing tiles of a room if any are broken, or repairing doors, windows or locks. However, the lessee is not responsible for minor repairs that result from ordinary wear and tear, repairs due to force majeure (e.g. windows broken by hail) or repairs for which the lessor is responsible (major repairs or hidden defects, see 4.1.2. above).

If the lessee is not responsible for repairs, he or she must immediately notify the lessor of issues that require his or her intervention. The lessee should also immediately inform the lessor about any unexpected damages or damages caused by third parties.

The lessee must return the leased premises to the lessor in the same condition he or she received the property upon the termination of the lease period.³ If the delivery and return condition of the premises is not stipulated in the agreement, it shall be assumed that the lessee received the premises in proper and good condition. Accordingly, the lessee is obliged to return the premises in good condition.

b) Consequences if minor repairs are not carried out, if the lessor is not immediately informed of any damages, or if the premises is not returned upon agreement termination

If the lessee does not inform the lessor of required repairs, the lessee will be expected to compensate the lessor for damages that might have been avoided if notification had occurred in a timely manner.

If the lessee does not return the leased premises to the lessor upon termination of the agreement, the lessee will be required to pay the rent for the extended period of occupation. If any damage occurs to the lessor due to the delayed return of the premises, the lessee can be held responsible.

5. RENEWAL OF LEASE AGREEMENT

There are three ways to renew or extend the lease agreement.

1. When the initial duration of the lease expires, the parties can agree to renew the lease agreement for a given amount of time. The duration of the new agreement may be the same as or different from the period in the initial agreement.
2. It is also possible to renew the lease agreement without any explicit agreement. If the initial period comes to an end, and the lessee continues occupying the premises without an objection from the lessor or a request to vacate the premises, the lease agreement is considered to have

³ This also implies that the lessee must undo all changes he or she did to the premises.

been renewed for the same amount of time as was agreed upon in the initial agreement. If, for example, the initial time period of the lease was determined to be one year, the renewed time period will be another year.

3. In certain cases the lessee can also extend the lease, even if the lessor has objections. This only applies if the initial lease agreement is shorter than three years (e.g. two years). In such cases, the lessee has the right to stay on the premises upon termination of the agreement until the end of the third year. The lessor has no right to decline such a unilateral extension of the lease agreement by the lessee.

6. SPECIAL CASES OF LEASE AGREEMENT

6.1 A sublease

The lessee has the right to sublease the premises to another lessee unless the lease agreement includes provisions to the contrary. If the lease agreement includes a provision forbidding the lessee to sublease the premises, the lessee is also not allowed to hand over all or part of the property to a third party free of charge. An increase in the number of persons inhabiting premises is by itself not considered a sublease as long as the premises are used together with the lessee in an appropriate way (i.e. families). However, the agreement can be terminated if the number of person exceeds the capacity of the premises, as this could be considered misuse of the property.

If the lessee is permitted to sublease the premises, it may not be used by a third party for purposes other than the purpose stipulated in the initial agreement (e.g. a third party could not change use of the premises from a grocery shop to an automobile repair shop) unless the lessor gives his or her explicit written approval. The improper use of the premises by a third party is considered to be a breach of the lease agreement by the lessee (and not by the third party), as only the lessee has an agreement with the lessor. Such a breach may lead to the termination of the initial lease agreement (see below).

6.2 The lease of tents

Many refugees from Syria are currently renting tents in Lebanon (e.g. Bekaa Valley) on either private or public land.⁴ The leasing of tents introduces questions about the character of such a lease.⁵ As refugees are using the tents for housing, it is unclear which provisions of the Code of Obligations and Contracts of 1932 are applicable. The Code of Obligations and Contracts of 1932 differentiates between types of properties and provides special provisions for the lease of real estate (see above). As there is currently no jurisprudence on this matter, it is important to consider possible interpretations of the leasing of tents and how this comes under the Code of Obligations and Contracts of 1932.

The Code of Obligations and Contracts 1932 does not define the term “built real estate”. However, Article 2 of the Real Estate Property Law, Decision 3339 of 12.11.1930 defines the term as “material things that have a fixed and non-movable position”.⁶

Based on this definition it could be argued that tents are movable assets, and therefore not “fixed”, and so they should be governed by the general provisions of the Code of Obligations and Contracts 1932 rather than by the provisions in the chapter governing lease agreements of real estate. This would mean that the special provisions provided for the lease of real estate, such as lease renewal and the duration of a lease⁷, are not applicable to the leasing of tents.

⁴ The following explanations arguably apply as well in cases where refugees are renting land with the intention to pitch up tents for housing. The intention to pitch up tents should be part of the lease contract.

⁵ This factsheet does not discuss other legal problems related to the renting of tents, such as the conditions under which a tent may be pitched and the legal requirements (mostly under construction law) that must be respected.

⁶ Non-official translation.

⁷ Lease contracts for real estate have a minimum duration of three years. Lease contracts of other properties can have also shorter durations (see already above).

However, it could also be understood that the words “non-movable” and “fixed” of Article 2 of the Real Estate Property Law, Decision 3339 of 12.11.1930 do apply to tents. The tents rented to refugees in Lebanon are often placed “permanently” or in a “fixed position” at a given location. Therefore, these tents might be considered “fixed” or in a “non-movable position”. Under such a reading, the provisions defined for real estate leases would also govern the leasing of tents.

Also the function of the agreement might support such an interpretation. In as much as these tents are rented to refugees in Lebanon, not as movable assets but as objects for housing and therefore as real estate objects, one might argue that the agreements should be governed by the real estate section of the Code of Obligations and Contracts of 1932. Existing jurisprudence supports this interpretation. For example, the Supreme Civil Court’s decision of 6. April 19998 and the Appeal Civil Court North’s decision of 6. January 19979 stated that the purpose of the lease determines the character of the lease.

7. TERMINATION OF A LEASE AGREEMENT

7.1 Ordinary termination - upon the termination date specified in the agreement

The parties can terminate the lease agreement at any time by mutual agreement.

Also, the lessee can terminate the lease agreement upon the initial agreed upon period (e.g. whether six months, one year or three years).

If the period specified in the agreement is less than three years and the lease period is extended *juris et de jure* (of law and from law) to three years because the lessee does not want the lease agreement to terminate (see 5 above), the agreement will terminate upon the termination of the third year. The lessor cannot ask the lessee in such a case to terminate the agreement before the end of the third year. If the lessee wants to terminate the lease agreement during this extended period (i.e. in the period after the initially agreed upon end of the lease and before the end of the third year), the lessee must notify the lessor by virtue of a registered letter or a notary at least two months before the end of the extended year.

7.2 Exceptional termination - before the end of the period stipulated in the lease agreement

The lease agreement terminates even before the end of the period specified in the agreement if the lessee fails to fulfil certain major obligations under the agreement. The lease terminates even before the specified termination date if the lessee does not pay the rent. The same applies in cases where the lessee uses the premises for purposes that differ from those specified in the lease agreement (e.g. change from a store to an automobile repair shop, extreme increase of number of person). The lease also terminates before the initially agreed upon date if the lessee neglects upkeep and maintenance of the premises or if he or she causes significant damage to the premises.

Similarly, the lessee also has the right to terminate the lease agreement before the end of the period specified in the agreement if the lessor fails to fulfil certain major responsibilities. The lessee can terminate the lease agreement if the lessor fails to hand over the premises as is required by the agreement. The lessee can also terminate the agreement if the premises have a hidden defect that the lessor does not repair. Finally, the lessee can terminate the agreement if the lessor interferes in some way with the lessee’s ability to fully use the premises.

8 Decision of the Supreme Civil Court of 6. April 1999, 8. Chamber, published in in Almostashar Almosannaf electronic Jurisprudence – Dar Alkitab Al Lobnani S.A.L.

9 Decision of the Civil Appeal Court North of 6. January 1997, decision nr. 9, published in in Almostashar Almosannaf electronic Jurisprudence – Dar Alkitab Al Lobnani S.A.L.

7.3 No lease agreement termination in the event of the death of the lessor or the sale of the premises

The lease agreement is not terminated if the lessor sells the leased premises to a third party. In such cases, the rights and duties resulting from the lease agreement of the old lessor pass over to the new lessor.

In the case of the lessor's death, the lease agreement also does not terminate. The heirs of the property or the person entitled to take over the rights and obligations resulting from all of the deceased lessor's agreements. Thus, the agreement automatically continues between the lessee and the new owners of the premises.

Also in case of the lessee's death, the lease agreement does not terminate. The heirs of the lessee that came with him to the rented premises are entitled to take over the rights and obligations resulting from the deceased lessee's agreement. Therefore they are entitled to continue using the premises for the remaining duration paying the rent.

8. LEGAL REMEDIES

In the case of conflict or if one party violates any of their responsibilities as per the lease agreement, either party can file a lawsuit at the Civil Court. The burden of proof is usually on the party filing the suit, who will have to prove the breach in question.

CONTACT US			
For legal assistance or more information on NRC's legal activities in Lebanon, please contact NRC from Monday to Friday, 09:00 to 17:00 NRC.			
Areas in which we work	Community Centres	Hotline Number	
Beirut and Mount Lebanon		All Mount Lebanon	76666950
Bekaa	Baalbek (Northern Bekaa) Near hotel "la memoire", Baalbek 76897789	Aarsal	76171402
		North Bekaa	76000613
	Saadnayel (Central Bekaa) The old municipality building, Saadnayel 78801201	Central Bekaa	76000614
		West Bekaa	76898121
North	Wadi Khaled (Akkar) House of Fayek Chehade, the old centre of Al Tafawwok wal Saada, Awwada village, Wadi Khaled 78801313	Same numbers	
	El Minieh Bhannin road, the old medical centre of Bhannin, El Minieh 76700525		
South	Tyre NRC Community Centre, next to Laser Data print, Kadado street, Burj Chemali, Tyre district 70951978, and	Nabatieh	70888265
	NRC Legal Centre, Qasmiyeh Borj Rahal Municipality, Main Street, near Hamade Mini Market (Palestinians from Lebanon) 71577795	Bent Jbeil	78885883

If the area in which you live is not included, please contact our Beirut Hotline Telephone Number for further information on: 76666950.

NRC – www.nrc.no

The Norwegian Refugee Council (NRC) is an independent, international, humanitarian, non-governmental organisation which provides assistance, and protection and contributes to durable solutions for refugees and internally displaced people worldwide. NRC has been working in Lebanon since 2006 providing humanitarian assistance to communities affected by displacement. In early March 2012, NRC commenced its Information, Counselling and Legal Assistance ICLA (ICLA) programme in Lebanon, with a focus on assisting refugees and displaced persons to understand and enjoy their rights. All NRC services are free of charge.

NRC ICLA Programme – information or referrals

For further information about NRC Lebanon's ICLA programme or to find out about making legal referrals or receiving NRC training or awareness sessions on legal issues, please contact Ms. Dalia Aranki, ICLA Programme Manager at dalia.aranki@nrc.no or 01 366 113.

ANNEX B

CHECKLIST FOR LEASE AGREEMENTS

In order to enter into a valid lease agreement, the following conditions should be met.

✓ **An Agreement about the Premises**

A lease agreement is a mutual agreement between two parties: usually the lessor (landlord) and the lessee (tenant). The two parties must agree

- about the lease of a given premises, e.g. a house, an apartment, a tent, or a commercial store; and
- about the conditions of the premises, e.g. furnished, equipment, state of premises.

✓ **Written Lease Agreement**

The lease agreement is

- typically a written agreement that has been signed by both the landlord and tenant. A written agreement has the advantage that both parties have proof of the agreed upon modalities and purposes.
- It is also possible to establish a valid lease agreement verbally and without any written documentation. Ways to prove a verbal lease agreement are for example receipts of payment of rent.

✓ **Agreement about the Rent**

The lease agreement should include:

- the date when rent must be paid (for example every first or last day of the month or every third month or every sixth month); and
- how the rent is to be paid (in cash, by cheque, by bank transfer, in goods, share of a profit).

✓ **Agreement about the Duration of the Lease**

The lease agreement should include the duration of the lease. It is possible, for example,

- to agree on a short term lease of only several days, weeks or months, or
- on a long term lease of one or more years.

A typical lease for real estate will last at least one year. Also, if the initial lease contract is shorter than three years (e.g. one year), the tenant has the right to stay in the premises until the end of the third year.

✓ Documentation

Although valid identification documents and a valid stay are not required under law, the landlord may request an ID to verify the identity of the tenant.

Also, it is important to check the credentials of the landlord. Tenants may request a proof of the landlord's ownership of the premises.

✓ Responsibilities and Rights resulting from the Lease Agreement

The tenant has three main responsibilities:

- first, pay the correct amount of rent in due time and in the right way (ask for a receipt of each payment to have proof of it and keep it safely);
- second, preserve and maintain the premises and return in the same condition he or she received the premises upon the termination of the lease period; and
- third, use the premises only for the purpose stipulated in the lease agreement.

If the tenant fails to fulfil these major obligations (in particular paying the rent), he/she risks that the lease terminates before the specified termination date.

The landlord also has three main responsibilities:

- first, hand the leased premises over to the tenant in the condition agreed upon in the contract;
- second, carry out major repairs; and
- third, refrain from any interference that might hinder the tenant from using the premises during the duration of the contract.

If the landlord fails to fulfil these main obligations, the tenant can terminate the contract.

ANNEX C

LEASE AGREEMENT (DRAFT)

LEASE AGREEMENT (DRAFT)

1 The Parties

1.1 Landlord's name\mandated person: _____(the **Landlord**)

1.2 Address and contact details of the Landlord: _____

1.3 Tenant's name and contact details: _____(the **Tenant**)

1.4 The Tenant will lease the Premises from the Landlord and the below mentioned address of the Premises will be considered as the residency of the tenant for the purposes of this agreement.

2 Object and Purpose of the Lease Agreement

2.1 Building: _____

2.2 Land registry number (if available): _____

2.3 Street: _____

2.4 City: _____(the **Premises**).

2.5 Description of the Premises (e.g. which floor, number of rooms, equipment, furnished):

2.6 Present state of the Premises (very good, good, fair, bad): _____

2.7 Identified defects at the Commencement Date: _____

2.8 Intended purpose of the Premises (e.g. residential or commercial): _____

3 Rent

3.1 (Yearly) rental amount: _____

3.2 Intervals of payment (e.g. first or last day of every month or every three or six months): _____

3.3 Method of payment (e.g. cash, in goods): _____

4 Duration of Lease

4.1 The term of the Lease Agreement will be _____, starting on _____ (the **Commencement Date**), and expiring on _____

4.2 The Parties can terminate the Lease Agreement anytime by mutual agreement.

4.3 The Tenant can terminate the Lease Agreement upon the initial agreed upon period (4.1).

4.4 If the period specified in the Lease Agreement is less than three years and the Tenant does not want the Lease Agreement to terminate upon the initial agreed upon period (4.1.), the lease period is extended to three years. The Lease Agreement will terminate upon the termination of the third year. If the Tenant wants to terminate the Lease Agreement during the extended period, the Tenant must notify the Landlord by virtue of a registered letter or a notary at least two months before the end of the extended year.

5 Obligations of the Tenant

5.1 The Tenant will pay the full amount of rent in due time and in the agreed upon manner (e.g. cash, cheque).

5.2 The Tenant should not use the Premises for purposes that differ from those specified in the Lease Agreement.

5.3 The Tenant will preserve and maintain the Premises and, upon termination of the Lease Agreement, return them in the same condition (except for normal wear and tear) that the Tenant received the Premises.

6 Obligations of the Landlord

6.1 The Landlord will deliver the Premises, and execute, at his/her own expenses, all the necessary structural repairs in the Premises including securing connections to water and electricity, except those due to any misuse by the Tenant.

6.2 The Landlord will issue a receipt to the Tenant for each rent payment.

7 Other Agreements (e.g. Electricity, Taxes)

8 Settling Disputes

Disputes or conflicts with this Lease Agreement that cannot be solved in mutual consultations will be settled in accordance with the applicable Lebanese law. All notices should be served in writing.

9 Number of signed copies

This Lease Agreement is issued in two original copies. Each Party retains one original.

Date and place of Lease Agreement: _____

Signature of the Landlord

Signature of the Tenant

This is a suggested example of a lease agreement which can be used as a basis of an agreement when entering into lease of property. All legal information provided in this document is intended as a general guide only and is not a substitute for seeking legal advice from a qualified lawyer.

ICLA Factsheet Series for Fieldworkers

Factsheet on Eviction



Photograph by: Christian Jepsen

Researched and written by the Information, Counselling and Legal
Assistance Programme, NRC Lebanon

August 2014

Table of Contents

1.	Introduction	4
2.	Eviction procedure	4
2.1.	Legal basis	5
2.1.1.	Legal basis based on an eviction judgment	5
a)	Where and when	5
b)	Documents required	6
c)	Content of the eviction judgment	6
d)	Fees	6
e)	Legal representation	6
2.1.2.	Legal basis based on a clause in the lease agreement	6
2.2.	Eviction order	7
2.2.1.	Where and when	7
2.2.2.	Documents required	7
2.2.3.	Content of eviction order	7
2.2.4.	Fees	7
2.2.5.	Legal representation	7
2.3.	Execution of the eviction	8
3.	Legal remedies	8
3.1.	Legal remedies against an eviction judgment	8
3.1.1.	Where and when	8
3.1.2.	Documents needed	8
3.1.3.	Fees	8
3.1.4.	Legal presentation	8
3.2.	Legal remedies against an eviction order	8
3.2.1.	Where and when	8
3.2.2.	Documents needed	9
3.2.3.	Fees	9
3.2.4.	Legal representation	9
3.3.	Requesting an injunction order	9
3.3.1.	Where and when	9
3.3.2.	Documents needed	9
3.3.3.	Legal presentation	9
4.	Legal consequences	9

As part of its Information, Counselling and Legal Assistance (ICLA) programme in Lebanon, NRC provides legal information and advice. This factsheet is one of a series of NRC ICLA factsheets focusing on legal issues affecting refugees in Lebanon. The ICLA factsheet series, for lawyers, fieldworkers and those affected by displacement, cover a range of topics including access to the legal system; the provision of legal aid; legal status; civil documentation; lease agreements; and employment law.

All legal information provided in this document is intended as a general guide only and is not a substitute for seeking legal advice from a qualified lawyer.

Copyright © 2014

By the Norwegian Refugee Council. All rights reserved. No part of this document may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without prior written permission of the Norwegian Refugee Council.

The factsheet should be duly cited when used as a reference.

Suggested citation: *Factsheet on Lease Agreements, ICLA Factsheet Series for Fieldworkers, Norwegian Refugee Council (NRC) 2014, p. X.*

1. INTRODUCTION

The number of refugees in Lebanon is increasing. More and more refugees are renting premises in Lebanon. As a result, the number of refugees threatened by lawful and unlawful eviction is increasing as well. It is, therefore, important to have an improved understanding of the conditions and procedures leading to eviction.

The risk of eviction concerns refugees living in all types of housing situations, including private apartments or houses, informal settlements (IS) or in collective living situations on private or public property. Landlords owning an immovable (e.g. house or apartment) or movable property (e.g. tent) have to respect certain procedures provided by law in order to evict a tenant from his/her property. Otherwise, the eviction is considered unlawful. The procedures required by law apply irrespective of the tenant's nationality. This means that the landlords have to respect the eviction procedures stated by law also when the tenant is a Syrian refugee.

In order to better understand the eviction conditions and procedures and to counsel refugee tenants threatened by eviction, this factsheet explains the legal procedure required by Lebanese law. For the purpose of this factsheet, the focus is on unlawful or forced eviction which may be defined as the permanent or temporary removal of individuals, families and/or communities, against their will and not respecting due process, from the homes and/or land which they occupy. This factsheet only describes the procedure required when the tenant has a written or oral lease agreement or lived in the premises with the consent of the landlord (implicit lease agreement). In cases of illegal occupancy (no lease agreement or consent) other procedures apply which are not tackled in this factsheet.

2. EVICTION PROCEDURE

There are typically four steps a landlord has to respect in order to evict a tenant lawfully from his/her property.

First, the lease agreement must be terminated.¹ Second, a legal basis is needed in order to evict a tenant from a property. This can either be an eviction judgment or a clause in the lease agreement (between the landlord and tenant) clearly stating that the tenant pledges to leave the premises upon termination of the lease agreement. Third, an eviction order from the enforcement department (in Arabic "*Dairat Al-tanfiz*") is necessary. Fourth, the eviction itself has to be executed in a lawful way.

As the first step - termination of lease agreements - is already explained in the NRC factsheet on Lease Agreements, this factsheet will only focus on the following three steps: whether the landlord has obtained (1) a legal basis for eviction, (2) an eviction order, and (3) if he/she executed the eviction lawfully.



¹ See NRC factsheet on Lease Agreements.

2.1 Legal basis

Landlords intending to evict a tenant need a legal basis to do so. The legal basis can either be:

- ▶ an eviction judgment issued by the court; or a
- ▶ a clause in the lease agreement clearly stating that the tenant pledges to leave the property upon termination of the lease agreement.²

In both cases, landlords need to obtain an eviction order (second step) issued by the Enforcement Department (see below). Also, the eviction itself must be implemented in a lawful way (third step).

The main difference between a legal basis for eviction based on a judgment and a clause in the lease agreement, is that a clause in the lease agreement makes it easier for the landlord to evict a tenant from his/her property. The landlord does not need to obtain an eviction judgment with such a clause in the lease agreement as he/she can go directly to the Enforcement Department (see below) to obtain the necessary eviction order.

2.1.1 Legal basis based on an eviction judgment

Landlords need an eviction judgment, if the lease agreement does not include a clause clearly stating that the tenant pledges to leave the property upon termination of the lease agreement. The legal grounds for an eviction judgment differ from case to case. Landlords can evict a tenant if the lease agreement was terminated and the tenant does not want to move out. A lease agreement is terminated for instance at the end of the duration of the lease agreement. It can also be terminated if one of the parties breached obligations of the lease agreement.³

a) *Where and when*

An eviction judgment can be requested from the Court of First Instance of the Judiciary Court. The Court of First Instance of the Judiciary Court has initial jurisdiction.⁴ The court of first instance is divided into chambers composed of three judges (one presiding judge and two associated judges) and sections composed of one single judge (one presiding judge without associates). Within the Court of First Instance, the court's single judge has the exclusive competence to decide in cases related to lease of movable and immovable property. That means that single judges have competence over cases where the landlord requests the eviction of the tenant.

When a legal or factual situation arises which requires urgent measures to safeguard rights and avoid damages, a single summary judge can take decisions in a fast track procedure without examining the merits of a case.

Single judges including single summary judges are located in each district (Kaza) in Lebanon.⁵ The local jurisdiction of the court (*ratione loci*) is determined by the court where the lease agreement was signed, or the court where the property is located, or the court where the defendant is residing. In home rental cases, any action must be filed within five or ten years.

2 See also NRC factsheet on Lease Agreements.

3 See also NRC factsheet on Lease Agreements.

4 See also NRC factsheet on the Legal System in Lebanon.

5 The chambers of the First Instance Courts are located in the largest city or cities of each governorate (*Mohafaza*). In Lebanon there are 6 governorates (*Mohafaza*): North, Mount Lebanon, Beirut, Nabatieh and South. Each of the governorates has a main city. Each governorate consists of several districts (Kaza). Within each district there are a number of towns and villages (with the exception of Beirut).

b) Documents required

In order to obtain an eviction judgment, the landlord has to submit a file. The file for an eviction judgment should include information such as:

- ▶ title proving ownership of the property,
- ▶ copy of the original lease agreement, if there is any. The original lease agreement (of which the copy is made) should include stamps showing that the fee to the Ministry of Finance (0.3 % of the rental amount of the agreement) was paid,⁶ and
- ▶ copy of termination notification of the lease agreement and/or notification sent by the landlord to the tenant in which the landlord informed the tenant that he/she violated the lease agreement.

c) Content of the eviction judgment

The Court of First Instance will take a decision on the landlord's request for eviction. As previously mentioned, the grounds on which an eviction judgment is based depends on the case. An eviction judgment can be issued only if the lease agreement has been terminated. This might be the case either if the duration of the lease agreement terminated or if one of the parties breached any obligation of the lease agreement.⁷ If the court decides in favour of the landlord, it accordingly issues an eviction judgment.

When a legal or factual situation arises that requires urgent measures to safeguard rights and avoid damages, a summary judge, who can take decisions in a fast track procedure, can issue an eviction judgment without examining the merits of a case.

d) Fees

Landlords who intend to evict a tenant have to pay a court fee. Although there are different kinds of fees, the largest and most important fee is a judicial lump sum of LBP 25,000 for each case that cannot be valued monetarily, or a fee of 2.5 % of the amount claimed in cases with a determinable monetary value. If, for example, the landlord applies for eviction, the judicial lump sum fee applies. If, for example, the landlord applies for eviction and payment of rent due, both fees (the lump sum fee and the fee of 2.5 % of the amount claimed) apply. It should be noted that in case the tenant loses the case, the tenant has to reimburse this initial fee to the landlord.

e) Legal representation

Legal representation for both parties is required at First Instance Courts in eviction cases. Legal representation is also required for both parties at the Court of Appeal and at the Court of Cassation regardless of the amount in dispute.

2.1.2 Legal basis based on a clause in the lease agreement

Besides an eviction judgment issued by a court (see above), landlords can also base an eviction on the lease agreement itself if the lease agreement 1) includes a clause clearly stating that the tenant pledges (in Arabic "taahod") to leave the premises upon termination of the agreement and if 2) the lease agreement clearly states that the lease agreement is considered as terminated without a judgment of the court. A lease agreement terminates when the duration of the lease has ended (this depends on the lease agreement) or because one party violated a major obligation of the lease agreement.⁸ If the lease agreement includes such a clause, the landlord does not need to obtain an eviction judgment but can go directly to the Enforcement Department to obtain the necessary eviction order and proceed with the eviction procedure (see below).

⁶ See also the NRC factsheet on Lease Agreements.

⁷ See also NRC factsheet on Lease Agreements.

⁸ See also the NRC factsheet on Lease Agreements.

2.2 Eviction order

Landlords with a legal basis (eviction judgment or clause in the lease agreement) need to obtain an eviction order.

2.2.1 Where and when

The eviction order can be requested at the First Instance Court of the Judiciary Court. The single judge of the Enforcement Department at the First Instance Court has the jurisdiction to issue an eviction order.

2.2.2 Documents required

In order to obtain an eviction order, a request has to be submitted. The request should have a legal basis, as the Enforcement Department only decides on the enforcement on legal bases. As described above, a legal basis can be either based on:

- ▶ an eviction judgment issued by the Judiciary Court. The copy of the judgment must be certified by the court which issued the eviction judgment and must include an order stating that the judgment is enforceable, or
- ▶ a clause in the lease agreement, in which the tenant pledges (in Arabic "taahod") to leave the premises once the lease agreement is terminated. The original copy of the lease agreement should be attached to the request.

2.2.3 Content of eviction order

The Enforcement Department will take a decision on the application of the landlord. If the Enforcement Department decides in favour of the landlord, it accordingly issues an eviction order.

The Enforcement Department has to notify the tenant of the decision by written notice and to set 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 judgment or on an eviction clause in the lease agreement. The deadline is only 5 days if the eviction order is based on an eviction judgment, but it is 10 days if the eviction order is based on an eviction clause in the lease agreement. The deadline of 5 or 10 days starts from the moment the tenant receives the notification.

The written notice should also include the application for enforcement and a copy of the eviction judgment or lease agreement.

2.2.4 Fees

As for eviction judgments, landlords who are trying to evict a tenant have to pay a court fee when they request an eviction order. Although there are different kinds of fees, the largest and most important fee is a judicial lump sum of LBP 25,000 for each case that may not be valued monetarily, or a fee of 2.5 % of the amount claimed in cases with a determinable monetary value. If, for example, the landlord asks just for eviction, the judicial lump sum fee applies. If, for example, the landlord asks for eviction and due rent, both fees (the lump sum fee and the fee of 2.5 % of the amount claimed) apply. It should be noted that in case the tenant loses the case, the tenant has to reimburse this fee to the landlord.

2.2.5 Legal representation

Legal representation for both parties is required at the Enforcement Department only for cases where more than LBP 1 million is in dispute. At the Enforcement Department, legal representation is required if, for example, the landlord also asks for the payment of rent, that means the enforcement of a judgment of rent owed exceeding LBP 1 million.

2.3 Execution of the eviction

The eviction order, issued by the Enforcement Department, can be executed if the deadline set in the eviction order has passed and the tenant has not challenged the decision.

If the tenant does not challenge the eviction order or leave the premises by the date mentioned in the order, the landlord can request the clerk of the court to accompany him to come to the property to force the tenant to leave. If the tenant refuses to leave, the clerk can, in addition, request the police to force the tenant to leave.

3. LEGAL REMEDIES

The tenant can challenge the different decisions and judgments of each step.

3.1 Legal remedies against an eviction judgment

3.1.1 Where and when

The tenant can challenge the eviction judgment issued by the single judge at the Appeal Court within 30 days of the eviction judgment. A judgment by the single judge is only enforceable after these 30 days.⁹ Filing an appeal interrupts the 30 day period and, therefore, stops the execution of the first instance verdict.

The tenant can also challenge an eviction judgment issued by the single summary judge in a fast-track procedure. The tenant has to submit the appeal in such cases within 8 days of issuing the initial eviction judgment. Contrary to filing an appeal against a decision issued by a single judge, filing an appeal against an eviction judgment issued by a single summary judge does not stop the execution of the first instance verdict. To stop the execution of the initial judgment, a suspension decision from the Appeal Court is needed.

3.1.2 Documents needed

The power of attorney and a copy of the verdict issued by the Single Judge of the First Instance are required. Also, the tenant has to submit the file mentioning the reasons for his/her appeal.

3.1.3 Fees

As for eviction judgments and the eviction orders, every person who is appealing an eviction judgement has to pay court fees. For more details see above, paragraphs 2.1.1.d. and 2.2.4.

3.1.4 Legal presentation

Legal representation is needed for both parties at the Appeal Court, regardless of the amount in dispute.

3.2 Legal remedies against an eviction order

3.2.1 Where and when

Tenants can also challenge the eviction order issued by the Enforcement Department at the Enforcement Department within 5 or 10 days of the eviction order being issued.¹⁰ The objection can be based only on procedural reasons. The tenant has to prove that the objection was issued under a violation of procedural rules.

⁹ This does not apply in cases where the judgment states that it is immediately enforceable.

¹⁰ See above 2.2.3.

3.2.2 Documents needed

The power of attorney and a copy of the decision issued by the Enforcement Department are required. Also, the tenant has to file the objection mentioning the reasons for his/her objection.

3.2.3 Fees

As for eviction judgments and the eviction orders, every person who is appealing an eviction order has to pay court fees. For more details see above, paragraphs 2.1.1.d. and 2.2.4.

3.2.4 Legal representation

Legal representation is required for both parties.

3.3 Requesting an injunction order

In urgent cases, tenants can also obtain an injunction to safeguard rights and avoid damages. An injunction is a court order requiring an individual to do or omit doing a specific action. It is an extraordinary remedy that courts use in special cases where preservation of the status quo or taking some specific action is required in order to safeguard important rights and to prevent possible injustice, such as in the case of an implemented unlawful eviction.

3.3.1 Where and when

The single summary judge at the First Instance Court can take, upon request, any measures necessary without examining the merits of the case, such as ordering an injunction, in order to protect rights of individuals.

3.3.2 Documents needed

The party requesting an injunction has to provide a copy of the lease agreement and the power of attorney. Also he/she needs a personal interest and has to prove the urgency of the case to be eligible to the fast track procedure of an injunction.

3.3.3 Legal presentation

Legal representation is needed for both parties.

4. LEGAL CONSEQUENCES

The landlord has to respect the procedures mentioned above. He/she cannot simply force the tenant out of the rented property or follow any other procedure. If the landlord does so, his/her actions would be considered as an unlawful act which is punishable according to Lebanese law. This means that the tenant can take legal action and file a lawsuit against the landlord, if the landlord fails to respect these procedures. This also includes the right to claim for compensation.

The tenant can also go to the Judicial Court for Civil Matters and claim for compensation.

CONTACT US			
For legal assistance or more information on NRC's legal activities in Lebanon, please contact NRC from Monday to Friday, 09:00 to 17:00 NRC.			
Areas in which we work	Community Centres	Hotline Number	
Beirut and Mount Lebanon		All Mount Lebanon	76666950
Bekaa	Baalbek (Northern Bekaa) Near hotel "la memoire", Baalbek 76897789	Aarsal	76171402
		North Bekaa	76000613
	Saadnayel (Central Bekaa) The old municipality building, Saadnayel 78801201	Central Bekaa	76000614
		West Bekaa	76898121
North	Wadi Khaled (Akkar) House of Fayek Chehade, the old centre of Al Tafawwok wal Saada, Awwada village, Wadi Khaled 78801313	Same numbers	
	El Minieh Bhannin road, the old medical centre of Bhannin, El Minieh 76700525		
South	Tyre NRC Community Centre, next to Laser Data print, Kadado street, Burj Chemali, Tyre district 70951978, and	Nabatieh	70888265
	NRC Legal Centre, Qasmiyeh Borj Rahal Municipality, Main Street, near Hamade Mini Market (Palestinians from Lebanon) 71577795	Bent Jbeil	78885883

If the area in which you live is not included, please contact our Beirut Hotline Telephone Number for further information on: 76666950.

NRC – www.nrc.no

The Norwegian Refugee Council (NRC) is an independent, international, humanitarian, non-governmental organisation which provides assistance, and protection and contributes to durable solutions for refugees and internally displaced people worldwide. NRC has been working in Lebanon since 2006 providing humanitarian assistance to communities affected by displacement. In early March 2012, NRC commenced its Information, Counselling and Legal Assistance ICLA (ICLA) programme in Lebanon, with a focus on assisting refugees and displaced persons to understand and enjoy their rights. All NRC services are free of charge.

NRC ICLA Programme – information or referrals

For further information about NRC Lebanon's ICLA programme or to find out about making legal referrals or receiving NRC training or awareness sessions on legal issues, please contact Ms. Dalia Aranki, ICLA Programme Manager at dalia.aranki@nrc.no or 01 366 113.

