



Technical Guidelines for Identifying and Addressing HLP Issues in Informal Settlements/Camps and Collective Centres in Northern Syria

These guidelines are a tool for humanitarian practitioners, so that they can better understand how to identify and address Housing Land and Property (HLP) issues in informal settlements/camps and collective centres in northern Syria. The guidelines will assist humanitarian actors in ensuring that the HLP rights of land owners and residents are protected and promoted.

HLP rights include the right to

- Adequate housing;
- Safety and ability to secure a livelihood;
- Security of tenure and protection against forced eviction;
- Non-discrimination in accessing HLP rights, which often entails special protection for the most vulnerable and marginalised.

The need for conducting due diligence

Humanitarian actors cannot assume that there are no land issues simply because IDPs are present on

Land Tenure defines who can use what resources, for how long, and under what conditions. There are many forms of tenure arrangements, ranging from full ownership and formal rental agreements to emergency housing and occupation of land in informal settlements, including occupation without permission.

real property (i.e. land or immovable property) and/or there have been previous interventions on the same land/property. Whether they are working in new or existing informal settlements/camps or collective centres, humanitarian actors have a duty to establish who the owner of the land/property on/in which their intervention will be conducted is and to secure their agreement before commencing activities. This is particularly important for activities that will change the land/property in any considerable way or have a long lasting impact on the land/property. Such activities include levelling,

gravelling, fencing, the installation of WASH or other infrastructure, or the planting of crops. This is part of the due diligence that all humanitarian actors must conduct for all interventions that concern real property.

Risks of not conducting due diligence

- The real owners come forward after the intervention has begun, potentially resulting in (forced) eviction and/or exploitation of IDPs; delays to, or cancellation of, the intervention; court proceedings against the humanitarian actor; and removal of infrastructure installed during the intervention;
- The humanitarian actor breaches the HLP rights of the owner and their action leads to violation of the HLP rights of beneficiaries if they are forcibly evicted;
- Increase in conflicts over land/property;
- Increased tension between host communities and displaced populations;
- The humanitarian actor's obligation to DO NO HARM is breached;
- Considerable time, money and resources are wasted.

Due diligence requirements during the assessment and implementation phases

- Conduct a **stakeholder analysis**, which should be updated on a regular basis, to gain and maintain an understanding of stakeholders' roles in managing and influencing HLP issues. How might a stakeholder impede or contribute to efforts to assist displaced people inside Syria? What are the benefits and risks of engagement (or non-engagement) with stakeholders in the area of intervention?
- Ensure that you are dealing with the **real owner of the land/property** prior to intervention. There may be more than one owner, in which case, humanitarian actors need to ensure they are dealing with all. ONLY the owner(s) or a properly authorised representative¹ are able to authorise

use of the property. If the humanitarian actor is dealing with a person who has rented the land, rather than the owner, it is still the duty of the humanitarian actor to **conduct its own due diligence** and not solely rely on any leasehold agreement that is presented.

Before implementing activities in camps, ensure you have sufficient certainty that you are dealing with the real owner of the land. Triangulate information and confirm ownership by speaking to multiple sources who will know the history of the land/property; include local *de facto* authorities, at least three other long-term residents, including adjoining landowners, community representatives such as Mukhtars, religious leaders, and others. Obtain agreement and authorisation for how the land will be used and agree on who is responsible for maintenance and issues which may arise as a result of the intervention (for example, wastewater run-off). Establish a dispute resolution mechanism in anticipation of problems and agree upon the condition the land/property should be in at the end of the intervention.

Questions to consider

- Can ownership be verified with documents such as *tabou*² or Court documentation? When did the land/property last change hands? Have all changes been updated in the official Land Registry? If not, there may be problems because **legal ownership of the land/property remains with the registered owner**.
- Can ownership be verified physically? Are the boundaries of the land clear, known by the owner and able to be verified by others?
- Can ownership be verified orally (by *de facto* local authorities and long-term residents of the area)?
- Are there currently conflicting claims to the land? Are there likely to be conflicts over this land in the future (for example, between inheritors of the land)?

¹ A special type of power of attorney may be required depending upon the intervention.

² The "tabou" is the official document issued by the General Directorate of Cadastral Affairs (also known as the 'Land

Registry') as proof of ownership of private land. Many Syrians refer to the documents as the "green tabou", as the original forms were on green paper.

Once ownership is established, it is necessary to confirm the agreement in writing with the land/property owner or, in the case of public land, the local *de facto* authorities. NRC's research found that many actors obtain documented approval from both the Local Council and the relevant Shari'a court. This can serve as a deterrent for unlawful actions by individual armed or civilian actors.

HLP Documentation: Many documents proving HLP ownership that existed before the war have been lost, damaged or destroyed. Be aware of the fact that there are many fraudulent documents which resemble original documents circulating and it can be very difficult to tell the difference between genuine and fraudulent documents

Lack of clarity about land ownership or rental terms can lead to ambiguity as to what WASH activities or other interventions are/are not allowed in informal settlements/camps and collective centres.

Warning signs of potentially fraudulent claims, which will warrant further investigation

- Those who claim to own large areas of land;
- Conflicting statements from *de facto* local authorities or host communities as to whether land ownership in the area is documented or not;
- 'Official' documents, such as 'tabou' or court decisions, which lack typical standard essential elements, i.e. clear identification of the parties to the agreement, specific descriptions of the property, term, source of authority;
- Documents with suspicious dates, inconsistencies in dates on a contract/supporting documents;
- Claims of ownership by foreign nationals (which is limited by Syrian law).

As a general rule, it is advised that no humanitarian intervention that will change the land/property in a considerable way should be implemented unless the humanitarian actor obtains agreement from the officially registered owner, or their authorised representative. Such activities include levelling, gravelling, fencing, WASH infrastructure installation and food security and livelihoods (FSL) activities.

Collective Centres

Collective Centres include public and private buildings that are used to offer temporary shelter to IDPs. At some stage the community is likely to want to use the building for its originally intended purpose. It is always important, therefore, to consider how long the collective centre will be available before planning interventions.

Before interventions start in collective centres, the temporary nature of the centre should be explained to the IDP residents and *de facto* local authorities. In the case of humanitarian projects involving privately owned buildings, full ownership must be verified before implementation, and the agreement of the owner (or his/her proxy), the *de facto* local authorities must be sought before work begins.

Rights relating to the ownership and use of tents: families receiving tents should clearly understand the terms, conditions and limits of use and, where possible, should also receive some kind of documentary evidence that clarifies that the ownership of the tent is with the family.

Due diligence should be conducted. Some guiding questions for assessment include:

- Who owns the property? And what is its history/use?
- How long will it be available?
- What is the nature of access, services and utilities?
- What adaptations would be needed so IDPs can live there?

- What is the likelihood of the community reclaiming the building for its original use and when are they likely to do this?
 - How long are the IDPs likely to need this accommodation?
 - Try and agree upon a time frame that addresses these realities (rather than a timeframe which matches a budget or funding cycle).
 - Discuss what will happen at the end of the term, i.e. possibility of extension/renewal/flexible conditions.
 - In what condition should the structure/facility ultimately be left?
 - How will the structure/facility be modified?
 - Who is (or is not) liable if the building is not returned to the agreed upon state?
- during the course of the lease; details of who and who is not liable if the land/property is not returned in the agreed upon state; details of who is responsible for the condition in which the land/property must be returned.

Women's HLP rights: Note that women are particularly vulnerable because they are generally excluded from the decision-making process in issues concerning them, such as which family member(s) 'owns' tents that are distributed and whether or not they will be able to remain in them after a divorce. There are protection concerns in relation to young men and women sharing the same tent, as they get older.

Lease/Rental Agreement

There should be a written agreement between the owner of the land/property and the party who is leasing it. The agreement should include the following: clear identification of the land/property; its precise location and boundaries; clearly identified parties to the lease and verification of their identity; confirmation of the rental amount and term, as well as negotiation on future rental prices and extensions; clear description of the works that will be conducted by the humanitarian actor; proposed maximum occupancy for informal settlements/collective centres; details of the rights and obligations of the parties, including in particular, the rights and obligations of the beneficiaries of the intervention and who is responsible for maintenance/repairs etc.; provision for dispute resolution, including agreement on the mechanism(s) to be used to resolve disputes; inclusion of notice periods, including the circumstances under which parties can terminate the lease; confirmation of who is responsible should issues arise in connection with the intervention



This document is a concise version of *Guidance Note: HLP Issues in Informal Settlements and Collective Centres in Northern Syria* available at www.nrc.no

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