Eviction Programming Key Definitions and Concepts

Global HLP AOR

May 2020 (Under Review)

Key Definitions

Breach of contract: When the landlord or the tenant fails to uphold their part of an agreement. While this also applies to verbal agreements, a breach of contract is more easily verified if the agreement has been documented. If a tenant is in breach of contract, the landlord may have the legal right to evict the tenant.

‘Departures under duress’: Also referred to as “responsive moves” in the literature. These are cases where tenants / occupants choose to leave their current lodgings after a threat of eviction has been made – either because they no longer feel welcome, or no longer feel safe, even if there is no basis for lawful eviction. It is important to distinguish departures driven by an eviction threat and a departure motivated by another interest (see voluntary departures below). While departures under duress should be treated the same way as a forced eviction ‘voluntary departures’ should NOT be eligible for assistance under an eviction response project.

Forced Eviction: ‘The permanent or temporary removal against their will of individuals, families and/or communities from the homes and/or land which they occupy, without the provision of, and access to, appropriate forms of legal or other protection.’

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

Lawful Eviction: A legal process initiated by a landlord or landowner through the formal judicial process to remove a tenant / land occupant from their current lodgings. Landowners can also be lawfully evicted if the government launches an official process to expropriate land for “public interest.” Without adequate representation, a lawful eviction can still be a forced eviction.

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

Tenant: A tenant has entered into an agreement with a landowner or landlord to temporarily occupy a residence for a defined period of time, usually, but not always in exchange for rental payments. This

1 Committee on Economic, Social and Cultural Rights, general comment No. 7 (1997) on the right to adequate housing.
relationship can be renewed at the will of the landlords and tenants. The agreement can be written or verbal. This relationship is often defined in law (especially where there are written agreements, but sometimes even with verbal agreements), which establishes some basic rights and responsibilities for both parties.

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

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

### Typology of Eviction Programming

Eviction programming can be RESPONSIVE or PREVENTIVE. There are several programming options which can be used as stand-alone or in combination with others:

- **EVICTION DIVERSION**: Finding a solution in which the landowner withdraws or indefinitely postpones the threat of eviction. Tenants or occupants can stay in their current homes or stay on/continue to occupy the land. If diversion fails or is not desired for protection reasons, mitigation measures should kick in.

- **EVICTION MITIGATION**: When evictions or departures are unavoidable, mitigating the negative impacts of eviction by ensuring that the tenants/occupants can depart in a safe and dignified way and that an alternative interim or temporary solution is found.

- **EVICTION PREVENTION**: Addressing the ‘root causes’ of eviction through durable solutions programming and/or advocacy to prevent threats of eviction from happening.

- One particular way of programming on the issue of eviction is setting up a system to systematically track the prevalence, causes, and types of evictions or **EVICTION MONITORING**. A monitoring system can be used as an early warning mechanism or can trigger a rapid response. It can also inform advocacy interventions and the design of prevention interventions.