

INTER-AGENCY SHELTER SECTOR COORDINATION WORKING GROUP

Guidelines on the Rehabilitation of Sub-Standard Buildings

Supporting vulnerable households with a minimum of 12 months rent-free or rent-reduction hosting through building rehabilitation

This document was developed by
the Temporary Technical Committee
chaired by the Norwegian Refugee Council (NRC) with
contributions from
ACTED, CHF, CISP, DRC, Handicap, PU-AMI, SCL, Solidarites,
UNHABITAT and UNHCR

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1 Introduction

As the Syrian Crisis continues, conditions are deteriorating for many of the most vulnerable affected households. As demonstrated by the latest UNHCR Shelter Survey, March 2015, there has been a substantial and continuing increase in the number of Syrian Refugees living in physically substandard conditions¹, resulting in considerable increases in health, protection and economic vulnerabilities amongst the affected populations. This has been strained by Government of Lebanon (GoL) communications in January 2015 requiring refugees to pledge not to work as a condition of renewing their residency documentation and new regulations that require refugee households to submit a housing pledge, signed by the owner, stating that they have accommodation. Given these hardships, occupancy free of charge or rent reduction, for a defined period, along with tenure security is one of the key forms of assistance agencies can provide to vulnerable refugee households.

Rehabilitation addresses multiple household-level needs faced by displaced and vulnerable households living in sub-standard buildings. It involves the provision of conditional payments to support permanent Shelter and household-level WASH improvements in exchange for occupancy-free-of charge (OFC) or reduced rent and increased security of tenure. The intervention addresses the physical aspects of poor living-conditions whilst increasing the household's security of tenure and reducing their rent-burden thus reducing their economic vulnerability. The intervention also contributes towards an increase in the affordable housing stock in Lebanon, the local economy and social cohesion through the clear investment in the host community.

The rehabilitation of sub-standard buildings to provide increased adequate shelter capacity for displaced and vulnerable people has been on-going in Lebanon since 2007. It represents a significant component of both the inter-agency Shelter Sector Strategy and the Lebanon Crisis Response Plan.

The creativity and adaptability of agencies working in different social and economic contexts in Lebanon is a sectoral strength, however the harmonisation of principles and minimum shelter standards is required to ensure a quality service to beneficiaries. These guidelines form the main reference document for agencies intending to implement Rehabilitation of Sub-Standard Buildings in accordance with the inter-agency Shelter Sector Strategy.

1.1 Introduction to this revision

This document is a revision of the original guidelines developed by UNHCR in 2012 and 2013 and the last edition, which was published in May 2014 and led by a committee chaired by NRC. The revision of this guideline was initiated following the request of the associated Temporary Technical Committee (TTC) on 23rd February 2015.

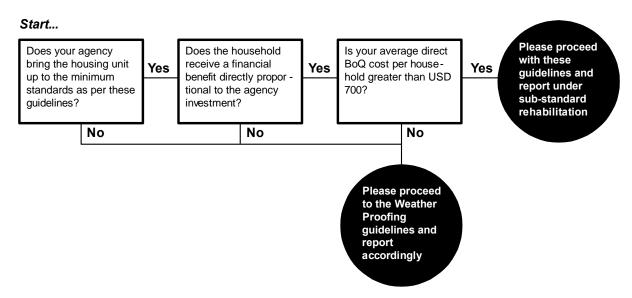
The sub-standard building rehabilitation complements other main shelter approaches in Lebanon:

¹ Shelter Survey Presentation (UNHCR, April 2015)

- Cash for Shelter supports vulnerable households in buildings meeting minimum standards, for example a finished house/apartment or a property rehabilitated by another agency.
- Weather proofing and WASH upgrades are a cheaper, emergency intervention that improve living conditions in sub-standard buildings, albeit without rent-free/reduction periods

2 Scope of these guidelines

Figure: Does your agency undertake rehabilitation of sub-standard buildings or weather-proofing?



This guideline outlines the agreed inter-agency approach for the rehabilitation of sub-standard buildings in exchange for rent-free or rent-reduction periods. It concerns the following interventions included within the Lebanon Crisis Response Plan (LCRP):

- 1.1.2 "Rehabilitation of unoccupied unfinished or abandoned houses"
- 1.2.5 "Rehabilitation of occupied substandard buildings (unfinished houses, garages worksites etc.)"

This guideline specifically refers to the rehabilitation of appropriate Sub-Standard Buildings, as per the inter-agency agreed definition. It concerns privately owned <u>properties</u> where up to five households share kitchen and/or bathroom facilities. The approach described herein can be applied to occupied and un-occupied buildings.

Please note that this document does not concern weather proofing related activities. Weather proofing activities do not provide a rent-free or significant reduced rent period of occupancy. This guideline does not concern:

- 1.2.1 Weather-proofing of substandard buildings
- 1.2.2 Weather-proofing and emergency water & sanitation upgrades (i.e. water storage, toilet, etc.) of substandard buildings

The inter-agency guidance for weather-proofing activities is provided separately.

In addition, these guidelines do not apply to <u>properties</u> where six or more households share kitchen and/or bathroom facilities. This level of occupancy necessitates Collective Centre management, and is thus beyond the scope of this document.

3 Terminology

Note: definitions are taken from the Shelter Working Group 2015 Shelter Strategy and are denoted with a footnote. Others have been drafted for the purpose of these guidelines.

3.1 Sub-standard building²

"A structure that is physically sub-standard. Sub-Standard Building is a general category that includes: unfinished houses, dilapidated / damaged houses, converted garages/shops work sites, etc.

Sub-Standard Buildings include built structures originally intended for human habitation or built structures not originally intended for human habitation but are currently occupied. The term "physically sub-standard" denotes one or a combination of any of the following:

- A lack of adequate privacy and dignity
- · A lack of protection from the climatic exposure
- A lack of adequate access to safe water, sanitation and/or unhygienic conditions
- Inadequate connection to municipal infrastructure and services (e.g. electricity, water supply, waste-water collection, solid waste collection)
- Expose the occupants to avoidable health and safety risks
- Lack basic amenities like lighting and safe electrical points"

3.2 Housing unit³

"A housing unit is defined as a self-contained sleeping and living area with full separation from the adjacent unit. A single housing unit may contain separated kitchen and/or bathroom facilities or may share facilities with other nearby housing units.

A single housing unit may contain 1 or more households; equally a large household may be given one or more housing units." I.e. a Housing Unit is not necessarily equal to a Household.

3.3 Property

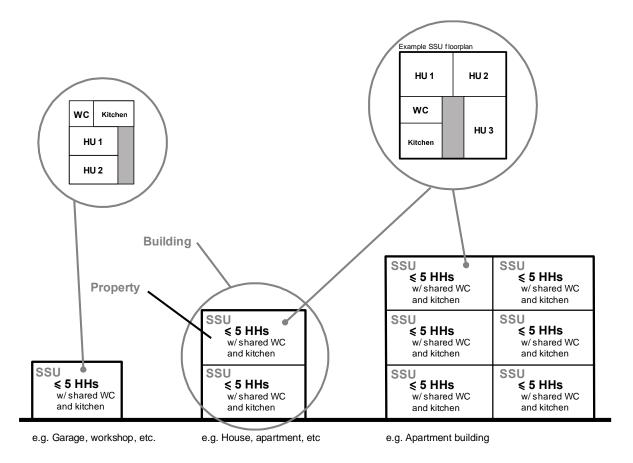
For the sake of this document, the term "property" concerns ownership of a physical asset. A property may comprise multiple separate buildings (e.g. in a rural setting) or there may be multiple properties

² Definition from the Shelter Working Group 2015 Shelter Strategy (version March 2015)

³ Definition from the Shelter Working Group 2015 Shelter Strategy (version March 2015)

within a single building (e.g. apartments within urban settings). A property may contain one or more housing units.

Figure: Examples of SSUs within buildings or properties.



The above figure illustrate how single buildings or properties may comprise of multiple SSUs, and that the key criteria for a SSU is that it is a property which accommodates 5 or less households with shared kitchen and WC facilities.

3.4 Unit costs

It is recognized that some agencies define their Scope of Works and Bills of Quantities (BoQs) based on housing unit, household, property or building, therefore giving very different costs. For the sake of this guidance document, unit costs are defined as cost per housing unit.

3.5 Occupied versus un-occupied units

These guidelines apply to both occupied and un-occupied units. Occupied is when a household occupied the building before the start of the rehabilitation work, whereas unoccupied applies to when a household moved into the un-occupied unit during the rehabilitation or once the rehabilitation was complete.

3.6 Weather proofing of Sub-Standard buildings⁴

This is a separate activity outside of the realm of this guideline. The Shelter Sector Strategy defines this as: "Provision of emergency weather-proofing (i.e. sealing off) assistance for households living in sub-standard buildings. This activity can be implemented through in-kind kits, vouchers, cash, or contractors. Assistance may also include labor support during installation, if required. Recommended standardized assistance packages include a combination of plastic sheeting, different sizes of timber sections, plywood and ironmonger and tools to allow weather-proofing of external openings and installation of light partitions. This activity doesn't include rental reduction or occupancy-free-of-charge."

3.7 Weather-proofing and WASH upgrades In Substandard Buildings ⁵

This is a separate activity outside of the realm of this guideline. The Shelter Sector Strategy defines this as: "Provision of emergency weather-proofing (e.g. sealing off) assistance in addition to emergency water and sanitation upgrades (i.e. water storage, toilet, etc.). This activity can be implemented through in-kind distribution, vouchers, cash, or contractors. Assistance may also include labor support during installation, if required. Recommended standardized assistance packages include a combination of plastic sheeting, timber pieces, plywood and iron mongery and tools to allow weather-proofing of external openings, installation of light partitions, and improvements to household-level access to water and sanitation conditions. This activity doesn't include rental reduction or occupancy-free-of-charge period"

4 Principles

- Rehabilitation should be conducted in exchange for a period of free rent or reduced rent that is
 at least equivalent in value to the rehabilitation works. This is in order to give the beneficiary
 household a benefit equal to or greater than the cost of the works, and other associated
 payments made by the implementing agency to the building owner.
- The rent-free or rent-reduction period should begin once the rehabilitation has been completed.
 For example, beneficiaries in occupied units should benefit from the hosting period once the work has been completed and the housing unit brought up to minimum standards.
- Rehabilitation should address both shelter and household-level water and sanitation needs, as identified by technical assessment.
- Agencies must check the building is structurally sound before undertaking rehabilitation work.
- Rehabilitation involves a "permanent" change to the owner's asset; therefore it can only be implemented with written approval.

⁴ Definition from the Shelter Working Group 2015 Shelter Strategy (version March 2015)

⁵ Definition from the Shelter Working Group 2015 Shelter Strategy (version March 2015)

- For accountability, project documentation will be kept by the agency in charge of the rehabilitation for record and future project audits. This includes, technical assessments, BoQs, contracts, proof of ownership, etc.
- The geo-localisation and basic description of the SSB will be shared with partners in charge of the mapping exercise, allowing for better coordination and information sharing.
- Rehabilitated SSB are provided to socio-economically vulnerable families, either with or without the refugee status.
- Rehabilitation should provide at least 12 months of secure tenure for beneficiary households by providing a written occupancy agreement(s) with all parties – agency, owner, and beneficiary household(s).
- Agencies implementing rehabilitation are required to conduct minimum monitoring visits during
 the rent-free or rent-reduction period, as defined in subsequent sections, in order to ensure that
 the physical works are completed as agreed and that the property owner adheres to the agreed
 minimum period of tenure and period of reduced/free rent.
- Agencies should negotiate for utilities to be included, or ensure the occupancy agreements
 capture the amount and frequency to be paid. In both instances, regular monitoring is required
 on behalf of the agency to ensure the agreement is being respected

5 Objectives

Rehabilitation works should address the following:

- Improved protection against the elements (e.g. cold, extreme heat, and wet weather).
- Improved privacy and security of beneficiaries.
- Improved hygiene and access to water and sanitation facilities, with reduced water usage.
- Basic health and safety hazards must be removed
- Improved basic electric amenities such as lighting and power points
- Addressing the differing needs of people with disabilities (PwD).
- Avoiding creating conflict by ensuring, to the degree possible, that the buildings' status is not disputed.
- Addressing the most inadequate living conditions (for already occupied buildings).
- Security of tenure for refugee households, through written agreements, for at least 12-months.

6 Standards for location selection

6.1 Location

Buildings should be chosen in locations which:

- Minimise potential social, physical and security risks to beneficiaries.
- Allow easy access by beneficiaries, and support monitoring by the implementing agency.
- Minimise environmental threats to residents and the host community

Where buildings are currently unoccupied, consideration should be given to the following:

- Allow beneficiaries access to markets and potential sources of income.
- Allow beneficiaries access to key services.
- Offer reasonable access to utilities, especially electricity and water.

6.2 Security

- Safe from any immediate threat to security (i.e. chemical factories, border proximity, floods)
- · Minimizes potential risks to building residents

6.3 Accessibility

- · Easily accessible for the provision of assistance during humanitarian crises
- Takes into account seasonal and climate issues

6.4 Environmental situation

General and local contamination threats need to be considered

6.5 Infrastructure

- Realistic possibility of connecting the building to existing infrastructure, if available, including water supply, sewer system and solid waste disposal
- Access to electricity is very important, while water and sewage solutions are relatively independent of existing infrastructure

6.6 Access to basic social services

- Transportation, education and health services must be available, but it is recognized that capacity may be overstretched
- General assessment of basic social service capacities and assistance schemes

6.7 Cultural Identity

 The right of building residents to adhere to their cultural, social, and religious traditions must be granted.

7 Standards for building selection

7.1 General aspect

Building selection should be consider the following aspects:

- The socio-economic vulnerability of the beneficiary households
- The feasibility of creating a genuinely adequate living space

- The legality of the existing building
- The impact of the rehabilitation on the host community

7.2 Ownership

Ownership claims should always be verified, as there is always the risk of fraud, specifically in contexts where cadastres are destroyed, incomplete or non-existent. In order to minimise the risk of legal issues due to carrying out works in buildings, agencies will:

- Verify that building owners have ownership documents, whenever possible.
- In cases where this is not possible, and according to MoSA advice, obtain the signature of an authorised representative of the Municipality as a witness (recommended), party or co-signatory (possible but not advised due to legal implications) to the agency's contract or MoU with the building owner. This will provide a level of 'social' protection, and may provide legal protection against some types of case, if the ownership of the land or status of the building is disputed.
- Consider inserting a clause in their contracts or MoUs to the effect of the following: "The
 representative of the Municipality confirms that [agency] has done its due diligence and [the
 second party to the contract] is the legal owner of the building concerned."
- For further protection, agencies may choose to seek an affidavit from the Municipality certifying the ownership.

7.3 Condition of the building

- Structure must be safe and must meet national construction standards
- Structure must be recognised as official construction by authorities;
- In case of illegal buildings, permission will be granted base on exceptional approval from authorities;
- Sealing off must be possible (proper roofing, windows and doors)
- Climatic conditions need to be addressed (natural ventilation in warmer climates; winterization in colder climates)
- Access to daily used facilities like electricity, water, heating facilities including adequate chimneys, cooking, waste water collection and refuse container
- Electrical wiring and fuses

7.4 Characteristics of the building

- Concept and design must allow proper separation/privacy of living units and communal areas, taking into consideration cultural, religious or traditional concerns regarding the appropriateness of spaces
- Enclosed spaces must have proper dimensions for their intended use
- Elements for decent living conditions must be in place (e.g. no units without windows)

8 Standards for rehabilitation

8.1 Shelter Space

- Due to cold climate during winter period, 4.5 m² per person excluding kitchen facilities, corridor, and bathrooms.
- Larger households should be provided with two housing units, or a solution in keeping with the minimum area per person described above
- Separate and secured Rooms i.e. "Housing Unit" for families of 4-6 persons for privacy reasons. Larger families will receive additional housing units

8.2 Roof

Sealed with proper drainage (Additional protecting layer on damaged concrete roofs only.)

8.3 Walls

- Dry walls
- Internal partitions must be provided to separate sleeping/living areas from bathrooms and kitchens

8.4 Floor

- Dry floors
- Improvements to uneven concrete surfaces should be considered for beneficiaries with limited mobility, or who require mobility aids

8.5 Windows

- Single glazed with minimum surface area of 1.5 m² per window
- Outside permanent Aluminium, PVC or wooden frame

8.6 Electricity

- Access to electricity (generator, municipality network)
- At least 1 lighting point and 1 socket outlet per housing unit

8.7 Heating

 Constructive arrangement for 1 heating unit per housing unit (4" chimney per heating unit, steel pipe inside, outside cement outlet stove pipe)

8.8 Kitchen

- 1 cooking flame per Household (HH)
- Work surface for food preparation, possibly integrated around kitchen sink
- · Optional: cupboard for food and kitchen ware

8.9 Water Supply

- 26 litres of potable water per person per day for all needs including 2-3 litres from total are dedicated for drinking.
- Hot water is optional
- Water storage capacity of 70 litres per person/day
- Water fittings should be specified to minimise water use
- Water saving or self-closing taps (spring or pressure type) shall be used
- · Water saving showers and toilets should be considered
- Water tanks should be equipped with float valves (in case of network supply) or float switches (in case of pumped supply) to prevent overflowing
- Leaks at building level will be found and fixed
- If possible the installation will allow grey water to be reused for toilet flushing

8.10 Sanitation

- Toilets: 1 per 15 persons with hand washing basin to be provided < 30m away from toilet.
- Toilet/bathroom located at the same floor of the Housing Unit(s)
- Toilet/bathroom should be enclosed and private and separate from sleeping or food preparation area to avoid faecal-oral contamination.
- Toilet/bathroom with smooth concrete floor or tiled
- In case of communal toilet, toilet will be gender-segregated.
- All excreta containment measures, except holding tanks, are at least 30 metres away from any groundwater source.
- Shower: 1 per 15 people
- Wastewater: Connection to outlet (cesspit, septic tank, sewerage line)
- Wastewater disposal should be by connection to a septic tank, existing network, improved pit latrine or other recognised means. Note: formal approval is required from the relevant local authority when connecting to an existing network.
- As defined by the WASH Working Group, the maximum distance to the nearest water collection point = 25m from the front door (and no further than 5 minutes' walk). Water supply should be greater than 35 litres per person per day.
- Water storage tanks should accommodate for provision of at least 70 litres per person per day, taking into account regularity and volume of supply.
- As defined by the WASH Working Group, 1 latrine/bathroom per household is preferred.
 However, if this is not achievable, there should be a minimum of one latrine per XX individuals. Based on feedback, household-level latrines are preferred over gender-segregated latrines. As defined by the WASH Working Group, hand-washing facilities should be provided within 5m of a latrine/toilet.

- As defined by the WASH Working Group, floor surfaces within latrines/bathrooms should have adequate drainage and be floored with smooth concrete or tiled in order to allow easy cleaning and improve hygiene.
- Sanitation facilities should be enclosed and private and separated from sleeping or food preparation areas to avoid faecal-oral contamination.
- Wastewater disposal should be by connection to a septic tank, existing network, improved pit latrine or other recognised means. Note: formal approval is required from the relevant local authority when connecting to an existing network.

8.11 Drainage

- · The storm water drains has to be kept clear
- Toilet/bathroom with adequate drainage
- Wastewater disposal should be collected either in holding tank or septic tank or connected to existing sewage network

8.12 Solid Waste Disposal

• Access to a waste container < 100 meters from the dwelling.

8.13 Safety

- 1 x 5 to 8 kg fire extinguisher in kitchen
- 1 fire blanket per family room

8.14 Specific needs of PwD

- PwD who use a wheelchair or have limited mobility should be allocated shelters with obstaclefree access, on the ground floor when possible, and with sufficient turning space in the toilet.
- PwD with limited eyesight should have step edges in their shelters painted with a white strip for visibility, if appropriate
- PwD who have difficulty using their hands or arms should be allocated shelters with lever door handles rather than round door knobs
- Low level hand wash sinks should be considered for PwD with limited reach
- PwD may also be referred to a specialist agency for further support

9 Selection of beneficiaries

Beneficiaries for the rehabilitation activities are selected based upon socio-economic vulnerability, and shelter condition. While shelter condition is a key determinant for support, equally important is the ability for the household to secure minimum standard accommodation. As such, agencies should use a combination of shelter conditions and household profile when selecting beneficiaries. All families meeting the criteria are eligible for assistance, regardless of their registration status with UNHCR.

10 Occupancy agreements

NRC has published its pilot-project results on lease agreements as well as a fact sheet on lease agreements from its "ICLA Factsheet Series for Fieldworkers". Please contact NRC Beirut for these documents.

Agreements should be used to document, in a transparent manner, the duration of the agreement, the amount of rent and utilities to be paid, and the rights and obligations of both parties.

Tenure security is also linked to the larger context and relationship between refugees and host community in any given area. Fostering good relations between owner and tenant can result in greater security of tenure and complement any written or verbal agreement. These complementary activities can include obtaining community-level support (such as through municipalities or Mukhtars), supporting mediation of disputes, or encouraging regular dialogue between the two parties.

Some suggested minimum requirements for beneficiary-owner-agency agreements:

- Specify duration of the agreement and the rent to be paid, if any (as minimum requirements to be a legally binding agreement).
- Specify that if the beneficiary leaves, landlord and/or beneficiary must inform the agency and allow the agency to choose another beneficiary HH or accept a replacement tenant who meets the agency's vulnerability criteria.
- Specify the type, amount, and frequency of utilities to be paid.
- Beneficiary should not tamper with or remove the installations.
- Both parties should respect each other's privacy, maintain the property and surroundings clean and maintain a peaceful environment.
- Owner to maintain connections to water, electricity and sewage uninterrupted and charge only for the proportional use of these services.
- Clause on non-eviction, and the conditions required to make a lawful eviction

11 Taxes and fees associated with housing rehabilitation in exchange for hosting

The TTC will continue to develop these points in 2015.

12 Building permissions associated with housing rehabilitation

The TTC will continue to develop these points in 2015.

13 Utilities and municipal connections

The TTC will continue to develop these points in 2015.

14 Monitoring and Evaluation

This section concerns the outcome monitoring, rather than the monitoring of the technical works. Social, or outcome, monitoring visits should take place *a minimum of four times* during the contract period. The suggested frequency is a) within the first month, b) twice during the hosting period, and c) one to two months before the agreement expires. Status of the agreement should be recorded for learning purposes for any future potential programmatic adaptations.

Agencies implementing rehabilitation have a responsibility to monitor the following aspects:

- The reduced/free-rent period is honoured
- Any disputes are identified and resolved
- Occupancy rates are captured
- Beneficiary intentions for after the reduced/rent-free period are captured
- Special needs of the families beyond the scope of the shelter assistance are referred to other agencies and service provided as possible.

15 Reporting to Activity Info

Rehabilitation should be reported under Shelter and, where relevant, under WASH.

It has been agreed within the Working Groups that the indirect beneficiary count for the Shelter indicators will include the landlord's immediate family members. The ratio agreed with the National Shelter Working Group is that each contract with a landowner results in three Lebanese beneficiaries, in addition to the Syrian refugee beneficiaries.

16 Overview of agency approaches

Agency	Approach	Contracts and agreements	Benefit to beneficiary and security of tenure	Average cost (with WASH hardware)	Monitoring approach
ACTED	Majority contractor approach, with some owner-led rehabilitation	Cooperation agreement between ACTED, owner and beneficiary household outlining rights and responsibilities, witnessed by local representative (Mukhtar or municipality)	12 months rent-free preferred, but rent-reduction equivalent to cost of works also accepted	Average USD 1,500 per household	
CISP	Owner-led rehabilitation Phased payments to owner Unoccupied properties	Agreement between CISP and owner, witnessed by local municipality	12 to 24 months rent-free, with average being 18 months	Up to a maximum of USD 1,800 per housing unit	Regular visits by Social Workers to follow up occupancy
Concern	2014 Pilot project had both owner-led and contractor-led rehabilitation	2014 pilot project: agreement between Concern and owner 2015: Contract Concern and Owner relating to rehab. works & agreement between owner and beneficiary	2014 pilot project: rent reduction or rent-free if possible 2015: rent-free but beneficiary pays utilities	Average USD 1,500 per household in 2015	
DRC	Owner-led rehabilitation Payments to owner against BoQ progress. Payment by cheque	Agreement between DRC and homeowner	Rent-free or rent-reduction for 12- months Beneficiary pays utilities	USD 1,500 to USD 1,800 per housing unit	
Medair	Contractor-led rehabilitation following tender process Occupied properties	Agreement between Medair, owner and beneficiary	Rent-reduction with secure tenure for 12 months, where not possible rent- freeze for 12 months	Average USD 1,200 per household	
NRC	Owner-led rehabilitation Three payments to owner against BoQ progress. Payment by cheque Occupied and unoccupied properties	NRC and Owner for scope of works, hosting period and rights and responsibilities Occupancy Free of Charge (OFC) agreement between Owner and each beneficiary household	12 months rent-free Utilities covered by beneficiary household, which are outlined in the OFC	USD 1,500 per housing unit on average Average USD 1,800 per household	Once rent-free period begins, teams visit the HHs at +3 months, +9 and before the 12-months expire
PU-AMI	Beneficiary-led rehabilitation Three payments to beneficiary against BoQ progress. Payment made in cash at PU-AMI office or house	MoU signed between PU-AMI, owner, beneficiary, and local authority, outlining scope of works, BoQ prices, and hosting conditions	12 months rent-free. If not possible, a rent-free period of 3 to 6 months, and last option is rent-freeze for 12 months	USD 1,300 per SSU, which has on average 2 households. Average USD 650 per household	
Save the Children	Beneficiary-led rehabilitation with technical monitoring and guidance Conditional cash grants comprising of three payments using ATM card to beneficiary against BoQ progress Occupied and unoccupied	Tripartite agreement between SCL, Owner, and beneficiary household. Witnessed by Municipality	12 months' rent-reduction equal to value of cash grant, and rent-free where possible	Average USD 1,500 per household	
Solidarites	Contractor-led rehabilitation Occupied properties	MoU between Solidarites, beneficiary and owner (including municipality as witness)	12 months rent reduction if possible or at a minimum rent freeze and no eviction for 12 months.	Average of USD 500 per household	