



Eviction Programming Key Definitions and Concepts

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Key Definitions:

Breach of agreement: When the landowner or the tenant fails to uphold their part of an agreement. There are different ways in which agreements can be breached and the consequences for this will vary depending on the legal context. While this also applies to verbal agreements, a breach is more easily verified if the agreement has been documented. If a tenant is in breach of the agreement, the landlord may have the legal right to seek an eviction order via court. If the landowner is in breach of the agreement, the tenant may have legal grounds to seek remedy or compensation.

‘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 (harassment and violations of privacy by landlord or neighbours), or no longer feel safe (threats and violent actions), even if there is no basis for lawful eviction. Departures under duress can also emerge from legitimate protection fears; for example, if landowners are linked to armed groups or criminal activities. Departures under duress should be treated the same way as a forced eviction. It is important to distinguish departures driven by an eviction or protection threat and a departure motivated by another interest (see voluntary departures below).

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.’¹ Even an eviction that is founded on a legal reason (such as a breach of an agreement by the tenant/occupant) may be a forced eviction if it does not follow due process (uses informal eviction threats) and/or does not afford the occupant access to legal representation.

Informal eviction threats: Include using verbal warnings/threats of eviction, extra-legal 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 protection actors do not want to legitimate unlawful processes, we cannot ignore the “on the ground reality” in which many evictions take place outside of the formal procedures and should engage with them accordingly.

¹ Committee on Economic, Social and Cultural Rights, General Comment No. 7 (1997) on the right to adequate housing.

Lawful Eviction: A process initiated by a landowner using the formal legal procedures to remove a tenant/occupant. Landowners can also be lawfully evicted if the government launches an official process to expropriate land for “public interest/utility” as long as due process is followed. This includes providing adequate notice, as well as timely and sufficient compensation. However, a lawful eviction can still become an unlawful eviction if the occupants are not granted access to adequate legal representation and other procedural protections are not accorded.

Occupant: Occupancy is based on habitation or use of a building or land that does not belong to the occupant. Occupancy can exist with or without the landowner’s permission. Occupations can be established by local governments which allocate lands for IDPs or refugees, through legal or extra-legal processes. Occupations can also happen informally and spontaneously. Occupations can take place on public land (state-owned), private land, or on commonly-held land. If an occupation takes place without the landowner’s permission, they may have legal grounds to evict the occupants; however, they must follow the established legal process to do so to avoid forcibly evicting the occupants.

Tenant: A tenant has agreed with a landowner or landlord to temporarily occupy a building (or a unit therein) or a parcel of land for a defined period of time. This agreement usually involves rental payments in cash, services/labour, and/or goods. This 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, neighbourhoods, and even between specific cases depending on the relationship between the landowner 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 because of their own preference (finding cheaper rent, moving closer to services or community, relocation for a job, etc.), free from coercion and fear. 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:

- **EVICTIION 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.
- **EVICTIION 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 (see Guidelines for Dignified Eviction and Departures).
- **EVICTIION 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 **EVICTIION 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.