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The NRC logo consists of the letters "NRC" in white, bold, sans-serif font, set against a solid orange square background.

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The background of the entire page is a photograph of a refugee camp in Baidoa, Somalia. In the foreground, a woman wearing a bright red hijab is seen from behind, looking towards a group of people in the distance. The ground is dry and dusty, littered with debris, including yellow plastic jerrycans and wooden frames. The sky is a clear, bright blue with a few scattered white clouds.

**"I want my land.
You have to go."**

Understanding the eviction phenomenon in Baidoa



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BAIDOA: A RAPIDLY GROWING CITY

Baidoa, locally known as Baydhabo, is a strategic town in south-central Somalia and the interim capital of the South West State of Somalia.¹⁰⁹ Baidoa is situated approximately 240 kilometres West of Mogadishu and Southeast of the Ethiopian border, on one of the main Somalia trade corridors, connecting the seaport of Mogadishu and the productive region of the Lower Shabelle with Ethiopia and Kenya.¹¹⁰ Since 2004, Baidoa has undergone massive spatial expansion,¹¹¹ trebling in size between 2004 and 2019. This increase in spatial size corresponds with rural–urban migration into Baidoa because of successive displacement events. Since 2011 in particular, the impact of drought, flooding and insecurity has led to the massive displacement of people fleeing crises from rural areas to the city of Baidoa. Liberated from Al Shabaab in 2012, Baidoa is comparatively stable. As with many urban areas in Somalia, however, the city is surrounded by a rural countryside that is still influenced by the group.¹¹² Al Shabaab imposes various forms of taxation on populations in the rural areas they control,¹¹³ which creates a push factor from rural areas into Baidoa.

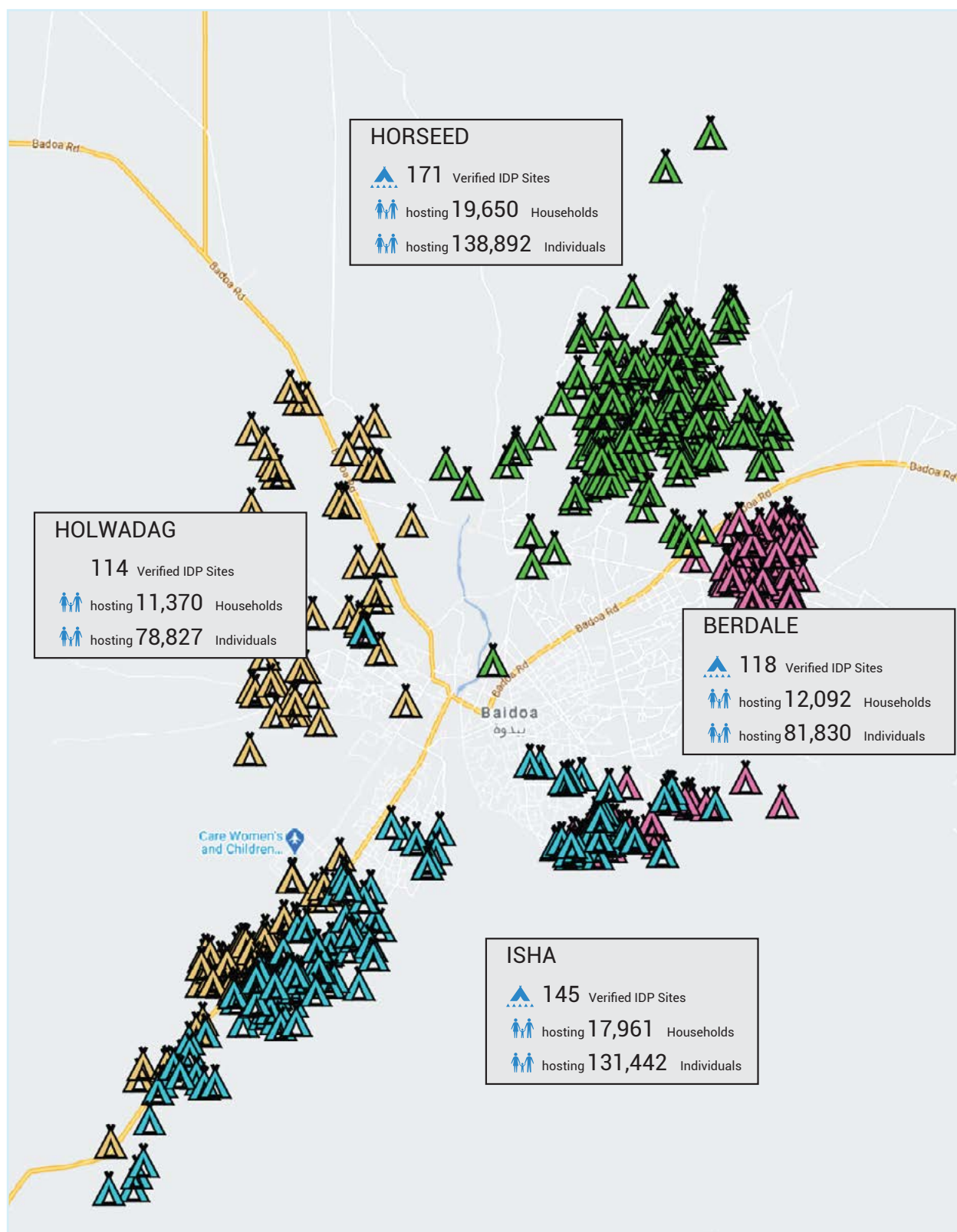
Rural displacement, migration into Baidoa, and urban expansion continue unabated. With the huge influx of IDPs and returnees, displacement has been one of the main drivers of the urban expansion that has occurred in the last few years. In 2019, Baidoa hosted an estimated 360,000 displaced people hosted in 435 sites.¹¹⁴ In 2021, the total number of displaced people has increased to 430,991 individuals hosted in 548 IDP sites.¹¹⁵ Approximately one fourth of the IDP settlements in Somalia are situated in and around Baidoa, mostly in peri-urban areas on the outskirts of the city. Urbanisation in Baidoa is largely due to successive displacement processes leading to an increase of displaced people in Baidoa. One respondent explains:

*“Baidoa is a big town and is hosting more displaced populations than the host communities. We have close to half a million IDPs in Baidoa, which is a very huge number in comparison to the capacity of the district.”*¹¹⁶

There are complex linkages between rapid urbanisation processes, land market forces, commodification of the IDP sector and forced evictions in Baidoa. These intersect with a variety of potentially overlapping incentives and benefit streams that make it desirable for landowners to attract displaced people to reside on their lands.

Since 2004, Baidoa has undergone massive spatial expansion, trebling in size between 2004 and 2019. This increase in spatial size corresponds with rural–urban migration into Baidoa because of successive displacement events.

Figure 2: Verified IDP sites in Baidoa



Source: Somalia CCCM Cluster, April 2021.

5.1 SETTLEMENT TRENDS AND DYNAMICS IN BAIDOA

Clan composition and Settlement trends

The major clans that live in Baidoa are the Digil and Mirifle clans. The more dominant clan Mirifle is divided into sub-sections referred to as the Sagaal (meaning nine) dominant in the west and southwest of Baidoa and Sideed (meaning eight) dominant in the east and northeast of Baidoa. In Baidoa, IDP communities settle in the way they are displaced into the town and they form their settlements as per their composition in rural villages (with a majority of IDPs using the same name that they used in the rural villages for their settlements). IDPs in Baidoa tend to settle along their clan identities and social ties with the host communities. They directly associate their residence with their social networks, which enables access land, assistance, safety, sense of belonging, and protection. Those that belong to minority clans are highly vulnerable due to their lack of connectedness to host communities and little social cohesion. As one key informant to this study explains:

The major clans that live in Baidoa are the Digil and Mirifle clans. The more dominant clan Mirifle is divided into sub-sections referred to as the Sagaal (meaning nine) dominant in the west and southwest of Baidoa and Sideed (meaning eight) dominant in the east and northeast of Baidoa.

*“ In Baidoa, the IDPs tend to settle along their clan identities, which allows IDP chairpersons to act as gatekeepers. When IDPs move to Baidoa, we understand that it is well coordinated. They [displaced people] call their relatives in Baidoa town. The city is spatially segregated and they tend to move into the areas where their clans dominate, due to protection and social networks. They would only settle in areas of their clan or sub-clan. ”*¹¹⁷

Likewise, the clan configuration in Baidoa is so significant that it can also influence major DAC resettlement initiatives. A majority of IDPs from the Sagal sub-clans for example, declined to relocate to the Barwaaqo site in eastern Baidoa. Consequently, in 2018, a plot of land in the ADC zone that was same size as Barwaaqo was earmarked for the resettlement of IDPs from these sub-clans due to their preference to move to that side of town instead. However, there has been no documentation or public allotment of the land by local authorities yet. At the time of writing this report, discussions with local authorities on the allotment letter for the ADC zone land were ongoing.

Gatekeepers

In Baidoa, gatekeepers play an influential role in coordinating settlement arrangements between displaced people and landowners. They also are key to attracting humanitarian assistance to IDP settlements. Gatekeepers are the fulcrum around which IDP settlement business activity revolves, beginning from the point of arrival to attracting services and assistance to specific locations.

“A lot of the gatekeeping happens because the government is absent, and [the gatekeeper] gives land to the people and protects the people.”¹¹⁸

The presence and access of humanitarian agencies are also limited. The gatekeeper plays the role of a broker, assisting newly arrived displaced people and the settlements they form to become visible as a destination for the humanitarian aid that flows to IDP camps. These recently established settlements are named, and the gatekeepers register IDPs as inhabitants of these locations. The list of registered households at a specific IDP settlement becomes the basis for a request for assistance from government authorities or humanitarian organisations by gatekeepers.¹¹⁹

There are multiple dynamics surrounding gatekeepers in Baidoa. Gatekeepers, for instance, can themselves be displaced people or be hired from host communities by the landowner, either as appointed caretakers of land or as tenants who then sublet to other displaced people or host community members as a business arrangement. In Baidoa, the IDP chairperson, who may double as a gatekeeper, plays a critical role in striking the deal with landowners to establish the IDP settlement. The gatekeeper and the landowner may have an informal agreement about how to share the aid they receive from humanitarian agencies and how that aid is provided to the community.¹²⁰ In comparison to Mogadishu, key informants for this study indicate that the gatekeeping context in Baidoa is likely to be less exploitative:

“In our context in Baidoa, we do not actually call them ‘gatekeepers’. We call them ‘camp leaders’ or ‘chairman’ or ‘chairwoman’. However, in a context like Mogadishu, we call them ‘gatekeepers’. The Mogadishu gatekeepers come only from the host communities because the origins of IDPs are heterogeneous. Whereas in Baidoa, the host community can be a settlement leader or the owner of the land, who then claims to be the person in charge of that community.”¹²¹

The relationships between landowners and gatekeepers are variable and complex, highlighted below:

“ There is the landowner, and then there is the gatekeeper. The gatekeeper mostly represents the landowner in IDP matters. He is the one who also organises the IDPs to settle in these kinds of settlements. When it comes to disputes and there are forced evictions, different landowners can emerge. The landowner owns the land with another person, not necessarily the gatekeeper. Two or three persons for example, can own the same plots of land. IDPs know only one person in most cases. When you go deep to investigate, it is these kinds of issues and dynamics that come up. ¹²² ”

Another interview respondent elaborates:

“ The relationship [between the gatekeeper and the landowner] is on one hand clear, and on the other hand, not very clear. The landowner may give responsibility to the gatekeeper without ever going to the land where the people are residing. The landowner is not in Baidoa, so I [gatekeeper] am the one responsible for the land. He may tell them you are in an agreement. In some cases, the landowner may not get any income from the community residing there. However, the gatekeeper searches for income by regularly taking a portion of the humanitarian aid. Maybe he [the landowner] is rich and has given the land for charity, or a relative of the gatekeeper that does not want to get involved in minor issues. Sometimes, we have also seen cases where the gatekeeper is the owner of land. The land belongs to him... It is also important to remember there is a certain kind of arrangement that can exist between the community and the gatekeeper when it comes to sharing humanitarian aid. However, the IDPs will not clearly tell you that ‘we pay a portion of our aid to the gatekeeper. ¹²³ ”

Likewise, gatekeepers can be one of a limited number of individuals privy to the actual arrangements and circumstances around the land tenure situation at the IDP settlement. In many situations, they are the custodians of the documentation or written agreement that formalises these arrangements, if they exist.¹²⁴ It is often the case that displaced residents do not know the full terms of the agreements that were made to allow them to reside on private lands.¹²⁵

Landowner motivations

In a situation involving potentially hundreds of landowners, the range of motivations for allowing displaced people to settle on their land can vary significantly. These motivations reportedly range from entirely charitable to opportunistic and potentially exploitative or profiteering reasons. Thus, a tendency to over generalise that landowners are all charitable or entirely opportunistic and predatory should be avoided. It is likely that personal circumstances, perspectives on property rights and social relationships to IDP settlement residents all significantly influence landowner decisions about how and why they permit displaced people to reside on their land. These factors are dynamic and can change over time, depending on context; for example, when land values increase exponentially or when displacement becomes protracted. Personal emergencies may also arise that require distress sales for conversion of land into cash on short notice.

This study finds that there are several ways, in which landowners potentially benefit from hosting displaced people on their land. As with landowner motivations, these benefits can also be overlapping. The prospective range of benefits linked to allowing displaced people to settle on private land is summarised below:

*“Some of them are providing land out of religious donations. Some people are displaced, and God has given them some land and wealth. They are obliged to provide land to these people. The others, I would say, want to provide land to IDPs who are from their clans and have been displaced due to drought, flooding or conflict. They want to provide their land to their relatives or community members. The other reason I noticed is that land appreciates when it is settled. It turns into a marketplace and changes into being habitable. It is also protected from land grabs. These are the common reasons that they [landowners] provide land”*¹²⁷

These benefits can be categorised in terms of religious and clan-based, financial, and protection of property rights. Often inter-locking, these motivations are key for landowners to host displaced people on their land.

a. Religious and clan-based dynamics

In some cases, landowners may not receive any direct financial benefit from hosting displaced people on their land.¹²⁸ Rather, they allow them to settle on their land out of generosity or for charitable purposes related to clan and religious reasons. Such arrangements are referred to as “goodwill agreements”. In part, those who temporarily donate their land often do so because the displaced people who require a place to settle are from their own clan, sub-clan, lineage or place of origin in rural areas. Goodwill arrangements are a form of social capital whereby a well-off member of the wider community supports

other members who require assistance. They also represent an act of charitable almsgiving, which is a significant tenant of Islam. As one interview respondent notes:

“ We hear rumours that some landowners require some money. We do not have this kind of evidence. When we follow up with IDPs, they say it is charity and they received the land due to their vulnerability. In some cases, others report that there is some type of relationship between the IDPs and the landowner. ” ¹²⁹

b. Financial dynamics

Over time, the IDP sector has grown into a significant market share of the economic activity in Baidoa. The vast number of displaced people and their percentage of the overall population in Baidoa illustrates this. The presence of displaced people and their need for a place to live has become the basis of a large economy. The majority of displaced people have settled on private land leading to the commodification of IDP settlements.¹³⁰ Key informants to this study offer anecdotal stories about how gatekeepers, landowners and IDP settlement leaders manage to create financial advantage from issues around land, IDP settlements and humanitarian assistance. IDPs may not initially pay a rental fee, although they may pay a portion of their humanitarian assistance to the settlement leader or gatekeeper to remain in their settlements:

“ You will find that when they [displaced people] arrive, they do not pay much. However, the way they end up paying to settle on the land is through the humanitarian aid. Let us say [name of humanitarian organisation] or a service partner give out vouchers to the IDPs. The IDP settlement leader, who is linked to the landowner, finds a way to get 30 vouchers. Others pay upfront. There is no free land. Everyone is paying for it, either directly or indirectly. ” ¹³¹

This study found that the arrangements around fees or goods in exchange for a place to live or the services provided to the settlement are vague and largely undocumented. Official government sources are reluctant to acknowledge displaced people pay rent. They are also reticent about discussing the nature of financial payments or goods and in-kind exchanges for land or services within the rubric of “rental” terminology. In addition, the amount of rent paid by displaced people to landowners or gatekeepers is not well known by humanitarian organisations or donors. Interview respondents as well offered competing views on this issue. Though widely claimed by displaced people, gatekeepers, and landowners that displaced people do not pay rent or fees to settle on private land in Baidoa, some

key informants did indicate that payments by displaced people to live in IDP settlements are common. There is some evidence¹³² suggesting that some displaced people do pay part of their humanitarian aid—food aid, shelter materials or cash assistance—for the right to reside where they live or to access services within the settlement. These arrangements are often kept clandestine.¹³³ The exchange of a fee to reside on land is also not an aspect that is customarily incorporated into written occupancy agreements between parties. Likewise, those accepting such fees do not tend to record them. The motivations behind this appear to range from not wishing to be seen to be taking advantage of displaced people to concerns about garnering attention from the authorities. One key informant who works on HLP issues at a humanitarian aid agency highlights:

*“When eviction prevention efforts are underway, displaced people do divulge the actual terms of their tenancy agreements with gatekeepers or landowners. In many eviction cases, it transpires that displaced people had been paying a portion of their humanitarian support to settle on the land.”*¹³⁴

Such illegal land transactions where IDPs rent land informally can lead to forced evictions. Another respondent adds:

*“The landowners themselves report that they are not taking money from the IDPs. In some cases, they are afraid of the repercussions. When the information comes out, the landowner may try to evict them. The landowners report to the government. There is a moratorium in place. The Southwest State Commissioner ordered the landowners not to evict IDPs during the COVID-19 period. The DC [District Commissioner] and the Municipality engage the landowners, and in most cases, they receive information that the IDPs do not pay rent. To keep it secret the landowner can tell the IDPs not to report it. Rumours are not evidence. When you go to them [the IDPs], they say we are not paying any money and the person providing the land is just a well-wisher. More needs to be done to identify this.”*¹³⁵

c. Property rights dynamics

Securing property rights is another motivating factor for landowners to allow displaced people to settle on their land. Commenting briefly on this benefit, one interview respondent states: *“It is like having a fence.”*¹³⁶ When displaced people reside on a piece of land, this can serve as a means for landowners to protect their land from ownership challenges, encroachment, land grabbing by other claimants, or land disputes.¹³⁷ They also serve a boundary marking purpose to the land upon which they reside. Majority of the key informants for this study agree that these are common dynamics of claiming property rights

in Baidoa.¹³⁸ One interview respondent explains the role of displaced people in protecting property rights this way:

*“ They are like stock-keepers. They are securing the land. If there is a sign, and the IDP communities are there, no one can start challenging the owner. To avoid challenges, they [landowners] bring the displaced here to protect the land... To ensure that your land remains secure, one must get some IDPs to live on the land. ”*¹³⁹

Allowing people who are displaced to reside on privately owned land creates both visible and practical use of the land, which is a significant public statement about the ownership and use of the land.¹⁴⁰ A large group of displaced persons potentially sharing a place of origin, social identity, and possessing allegiance to the landowner due to the charitable provision of a place to live, establishes physical occupation of the land:

*“ There have been instances where people are claiming other people’s land. People say, ‘When a land is open, there is no fencing, there is no one on the land, anyone can claim it.’ It is out of fear... They fear that someone can claim if it is open and no one is on the land. ”*¹³⁹

Furthermore, hosting IDPs on land is a way to establish and maintain boundaries. The presence of displaced people aims to create boundary markers with neighbouring plots to avoid encroachment and the protection for property rights.¹⁴² The occupation of IDPs, for example, ensures that other claimants are not coming to show and sell land to potential buyers, or trying to develop the land. When asked if this was one of the significant reasons displaced people are hosted on land, one respondent replies:

*“ IDPs residing on the land could show that the boundary exists. Nobody can come and move them until the owner does. They already have an agreement with the owner. If someone comes, they can call the owner and say: ‘There is a new person coming to your land, so call them.’ The owner can come and secure the land. ”*¹⁴³

Another interviewee elaborates:

“Someone can give the land to the displaced. They may have two issues in mind. Maybe the community, when the land is outside, and located on the farthest part of the town, just to make sure that someone else does not occupy the land. Landowners use them as guards, to settle that place, to safeguard the land. They will tell other people this land belongs to so and so, who lets them reside for that particular time. But when the issue of money comes in, things change.” ¹⁴⁴

A government source interviewed for this study was emphatic that displaced people do not pay rent but acknowledges that when they occupy land, they provide a measure of protection for landowners to defend their property rights:

“We are not aware of IDPs renting camps and giving money for this. The landowner has one benefit- the IDPs will protect the land. They are security guards who provide security for the landowners. When there is a community living on land, there is security. The community is protecting the land.” ¹⁴⁵

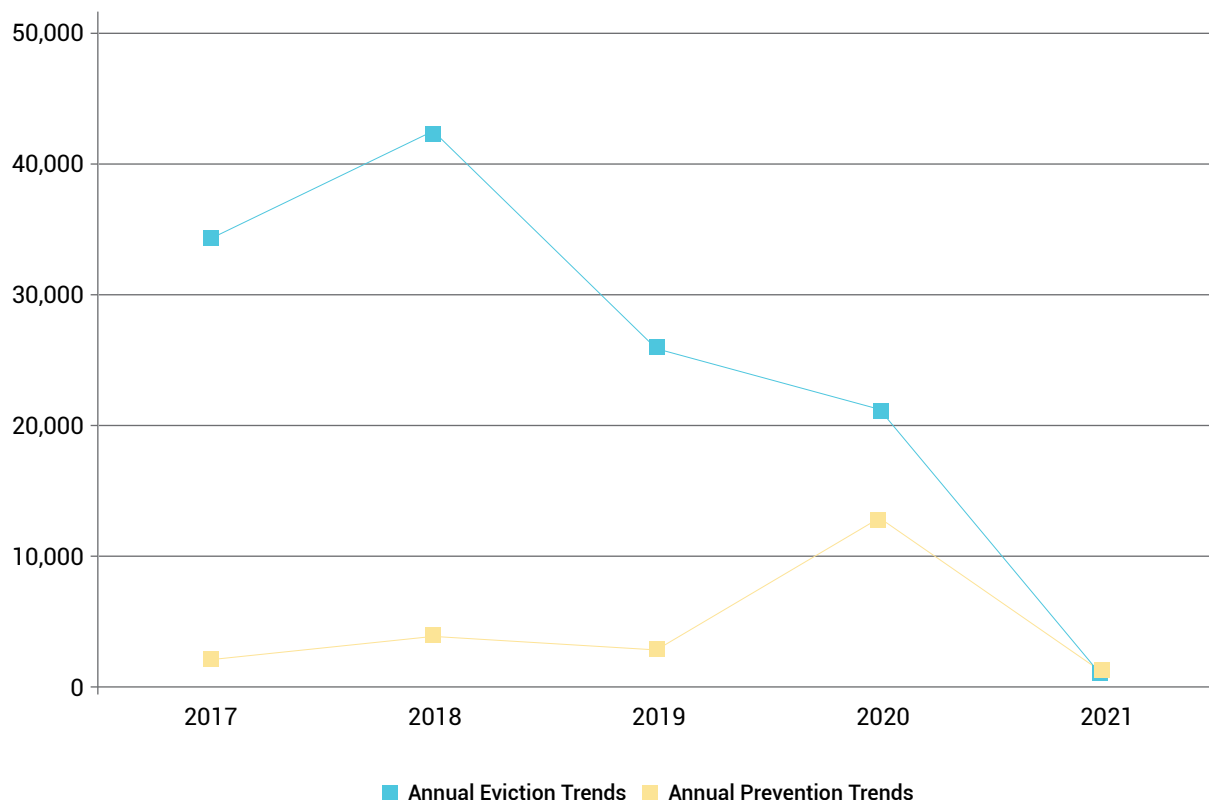
Moreover, landowner motivations can be influenced by the potential increase in the value of the land due to increasing urbanisation and humanitarian agency investment. Areas once located on the outskirts of town can become part of the main town itself within a few years. Often, landowners would be more inclined to provide unutilised land for IDPs at no cost. This is because humanitarian investment contributes to increasing the value of the land by providing physical infrastructure inputs and upgrades to the IDP sites. These could include the construction of housing foundations, sanitation facilities, drainage, water points, and solar electricity. In many cases, school and health clinic buildings have been constructed. The provision of housing materials to IDPs (such as CGI sheets), as well, increases the value of the land and can be subject to appropriation. Landowners, therefore, are provided with the opportunity to repossess exceedingly valuable urban areas developed for them at no cost. They can repossess or increase the rent on such properties with little to no risk of recrimination to higher returns than they were enjoying under the previous arrangements. As a result of IDPs settling on private land and subsequent investment of the land, private property owners propel their land onto a trajectory from low-potential land to high-value real estate.

FORCED EVICTIONS IN BAIDOA

Since 2017, Baidoa District has recorded the third-highest level of documented forced evictions in Somalia, following two districts in Mogadishu.¹⁴⁶ Thousands of displaced people residing in Baidoa live with a constant threat of evictions. While some displaced groups manage to purchase small plots of land around the outskirts of the town, many live on private land without secure tenure agreements and lack access to the knowledge and support required to negotiate their HLP rights. Between 2017 and June 2021, the NRC eviction information portal documented 124,271 evictions in Baidoa in total.¹⁴⁷ Evictions, forced or otherwise, tend to intensify during periods of sustained stability, compared to emergency periods. A little over 87 percent of all cases recorded in 2019, for instance were development-induced¹⁴⁸, either by government or private property owners¹⁴⁹. At the same time, historical trends analysis shows that eviction incidents dropped by more than 59 percent during the 2017-18 drought and by 35 percent in 2020 during the COVID-19 pandemic.¹⁵⁰

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Figure 3: Annual Eviction Statistics, Baidoa (2017-2020)



Source: NRC Eviction Information Portal

Although a majority of landowners cite cultural and charitable reasons for allowing displaced persons to settle on their land; there are several aspects of these situations that can contribute to forced evictions. First, the tenure arrangements are often made through verbal agreements. Second,

it appears that in the initial phases of recent cycles of displacement to Baidoa, the implications of its protracted nature are perhaps not given due consideration. As a result, the permitted duration of the stay by displaced people remains undefined. It seems that as time goes on, or as the initial period of the specified time ends, the position of landowners on hosting displaced people changes. Related to this, it is also likely that some landowners make verbal agreements about the length of stay as a grace period during which displaced people are expected to find a more permanent residence. Third, when the initial arrangements were made, land values in Baidoa were still relatively modest. In particular, the demand for peri-urban land was much lower. At present however, peri-urban areas have increased in value and are now destinations for increased investment, business enterprise, and development.

6.1 KEY DRIVERS OF FORCED EVICTIONS

“ *What we have noted that causes or increases forced evictions: 1. **the price of the land**, which has increased over the past eight years. Private individuals own most of the land that IDPs settle on. When they see the land has increased in value, they try to sell. They try to evict without giving notice to IDPs. 2. **Urbanisation**, the town is expanding. Five years ago, Baidoa was not where it is now. There has been rapid urbanisation that is taking place. The last houses or settlements of the town that were on the outskirts of town are now part of the town. This contributes to these forced evictions. 3. Another issue, which I have noticed with the forced evictions in Baidoa, is that there are **commercial transactions** between some gatekeepers and business people. Whenever displaced people settle on the land, it becomes marketable and habitable. The gatekeepers will also drive forced evictions by splitting the camp to form another settlement and attract more investment. 4. Also, there is **no appropriate documentation** and **no formal procedures** that involve the government and humanitarian agencies. You see, the agreement is just a ‘gentleman’s agreement.’ ¹⁵¹* **”**

The causes of forced evictions in Baidoa revolve around a set of intertwined dynamics that encompass: a reliance on verbal tenancy agreements; increasing land values; accelerated and unplanned urbanisation; the commodification of IDP settlements; increase in development-based land or property acquisitions; limited legal and policy frameworks around HLP rights; the lack of legal repercussions for landowners; and the rise in land disputes. The convergence of these dynamics has enabled a situation whereby forced evictions continue to thrive. This section details the drivers of forced evictions in Baidoa in more detail.

RELIANCE ON VERBAL TENANCY AGREEMENTS

*“Some landowners may not accept to write agreements because they need their land at any moment. They cannot predict what time to sell their land or when they will get a good price. So, if they have a good price for selling their land, and they have a written agreement, there may be a contradiction. The sale requires withdrawing the agreement. Putting in place a written agreement becomes a challenge to them. For this reason, they will say that they do not write any tenure agreement with IDPs.”*¹⁵²

The continued use of verbal agreements between landowners (or their representatives) and tenants in IDP settlements is a primary underlying factor of forced evictions in Baidoa. Based on the most recent site verification exercise carried out in April 2021, 18% of the IDP sites surveyed had oral agreements between landowners and displaced people.¹⁵³ The use of what is referred to as “verbal agreements”, “oral agreements” “gentlemen’s agreements” or “internal agreements” place IDP settlement residents at a distinct disadvantage to landowners, settlement leaders, and gatekeepers. Since these tenure agreements are not documented, and they exist between parties of disparate power dynamics, they can easily be broken, amended, annulled, or disregarded—all with limited notice. In circumstances in which landowners decide to sell their land, use it for different purposes or find new occupants, the tenure agreement may end unexpectedly. The communal nature of a tenure arrangement between an IDP community and a landowner further implies the potential removal of not just one household, but rather hundreds of individuals or an entire community. Hence, forced evictions are not only a cause of secondary displacement, but also a multiplier of it.

*“The other thing is the lack of formal land tenure arrangements... A group of 200 to 300 [displaced people] will reside on private land without an official formal document. In addition, this person [the landowner] can come at any time and say: ‘I want my land. You have to go’.”*¹⁵⁴

The lack of written documentation for tenancy agreements is exacerbated by a possible lack of knowledge about the terms of the agreement. Displaced people may not even be aware of the verbal agreements permitting them to reside in a particular location. However, the gatekeeper who has an agreement with the landowner (or the representative) is aware of the mechanism allowing the tenants to reside on the land.¹⁵⁵ The lack of information about land tenure arrangements puts displaced

communities in a position of uncertainty and vulnerability when requested to provide a portion of their humanitarian aid to the settlement leader or gatekeeper as payment for residing there.

“ They do have tenure agreements, but these are not written. They are oral. When the people need their land, they can push people out with militia. ...In Somalia, many things are not written down. We are an oral society. If you look at Xeer, there is this unwritten rule between different clans and separate laws for individuals within the same clans. When IDPs have these agreements with the landowners or landlords, they are not legally binding, so that is one of the challenges IDPs face. One of the things that need to be better improved is for agreements to be written down, rather than made orally. ¹⁵⁶ ”

This study also identified several other obstacles to documenting land tenure arrangements or facilitating written agreements to secure land tenure, including:

- **Costs (fees for property rights documentation):** During field discussions, participants identified the cost of formalising tenure documentation as a barrier. Additionally, this study found that in instances where IDPs purchased land from local landowners, they did so without proper land tenure documentation. In many cases, the public notaries and Baidoa Municipality are not familiar with these transactions. These situations result in HLP disputes such as double selling by the previous landowners, boundary disputes, or ownership disputes among the purchasers (IDPs). A detailed breakdown of the costs for facilitating tenure documents for IDPs in Baidoa is included in Annex 1.
- **Lack of standardised approaches:** There is no consensus or standard approach to formalising tenancy or documenting land tenure arrangements in Baidoa. This means that the parties to an agreement do not know if it is official and sufficiently documented, or if it will be upheld as a legally binding document.
- **Insufficient knowledge about the importance of documentation:** In some cases, the lack of a written agreement may be due to a lack of knowledge or the inability to recognise the importance of written agreements. Further still, high levels of illiteracy exacerbate this problem. The majority of displaced people currently residing in Baidoa are from rural areas, where land tenure relationships and property rights primarily function according to customary institutions without formal documentation. When asked why people who are displaced lack an understanding of the significance of written documentation, one source speculates:



Caption: Portrait of community leader in IDP settlement in Baidoa.

“ It is where they come from, or how they have been living in the past. Maybe they have been living in a rural village and they settle on the land with no written agreement. [In rural areas], a farmer settles on a plot without written agreements or legal documents. It has mostly something to do with their background and the way they used land in their places of origin. [Additionally], IDPs, unless they receive guidance from humanitarian agencies, they do not know who to contact to receive this documentation. They lack this type of knowledge and the importance of such documentation. They do not understand the need for these documents. Lack of knowledge, and of the correct institution, on the part of IDPs, is also a challenge of obtaining these documents. ¹⁵⁷ ”

■ **Misperceptions about written agreements and legal documentation:**

Some landowners perceive that producing documentation could weaken their claims to the land or cede more extensive rights to the displaced people living on their land than is the case. One interviewee working for a humanitarian organisation explains:

“ When we send them to the Municipality, the landowner thinks that their land is being taken by the IDPs and they often refuse. After consultations, they accept, but they fear that this type of documentation can lead to the loss of their land in the future. Some are ignorant. Although, they fear they will lose their land- it is not this way. ¹⁵⁸ ”

In addition, some landowners fear that if infrastructure such as latrines, water points, schools, health clinics, etc., is installed on their land, it could become susceptible to public acquisition by the government.

UNPLANNED ACCELERATED URBANISATION

“One of the factors causing evictions in Baidoa is that we have unplanned urbanisation, and it is happening at a very fast rate. Baidoa is growing and land is very expensive.” ¹⁵⁹

Unplanned urbanisation is occurring at an accelerated pace in Baidoa. The rapid development of the town is identified as one of the many causes of forced evictions. Increasingly, peri-urban lands are in a transitional process, shifting from open rangeland and farmland (held in customary tenure or by families) to private properties that are similar to subdivision enclosures.

“A lot of the land has transitioned. Most of the IDPs have settled on lands that are known as farmlands. The town has expanded over the past eight years. ... It has reached land that was not settled [before]. From customary to private. ... The owners changed it from farmlands to lands where people can settle, and this type of expansion is going on.” ¹⁶⁰

To be expected, these unplanned urbanisation processes have an impact on the value of land in and around Baidoa. As one key informant explains:

“Baidoa is gradually developing and one of the key issues [with forced evictions] is due to this development. You know, you might see land that was provided to a certain community by an individual landowner. Then gradually the town expands, so the owner may have the idea of selling the land, and without notice or information to the community. Due to the development of the town, the person may decide to sell the land for a huge amount of money and can decide to evict the people.” ¹⁶¹

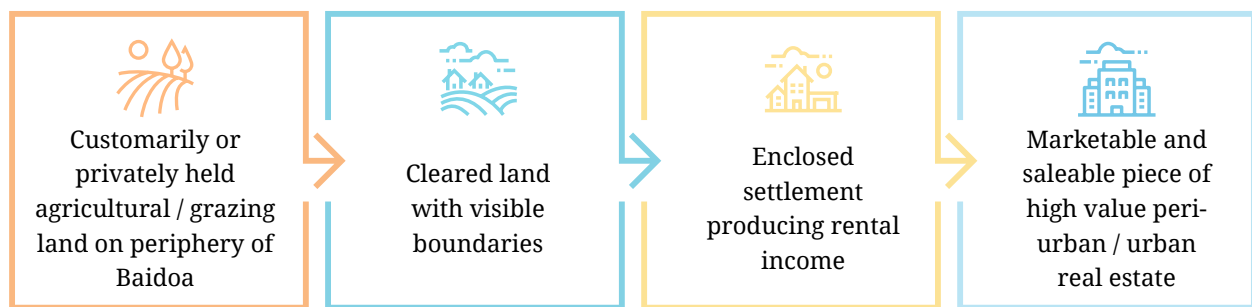
The gentrification of peri-urban agricultural land situates displaced people at the centre of a booming market context- where the potential benefits stream from the land and diversify into higher alternative financial returns. The development of IDP settlements plays a significant role in driving forced evictions of IDPs in Baidoa; as the value of the land increases and offers higher returns for the landowner than leasing out the land for free or collecting rent periodically from residents. The presence of the displaced people themselves also contributes to the marketability of the land; since without them, there would not be a need for increased infrastructure, services, and financial markets in the areas they have settled.

LAND VALUE AND ALTERNATIVE LAND USE

The settlement of displaced people on privately owned land causes an increase in the value of the land. This motivates some landowners to attract these people to settle on their land. At the same time, however, increasing land values and viable alternative land uses frequently trigger forced evictions. In particular, this study found strong linkages between rising land values with rapid urbanisation and infrastructure development. As the expansion of Baidoa begins to absorb the peri-urban areas where IDP settlements are situated, this makes them attractive for private development and other more valuable forms of use. With land values increasing, a landowner may unexpectedly decide to sell the land or redevelop it.

Over time, land graduates in a series of property improvements starting from: customarily or privately held agricultural or grazing land on the periphery of urban areas in Baidoa; to cleared land with visible boundaries; to enclosed settlement producing a rental income; to a marketable and saleable piece of high value peri-urban or urban real estate.

Figure 4: Stages of land graduating in a series of property improvements



As part of this process, the land also develops a history of transactional documentation through a sales agreement or verbal witnessing of its ownership, value, and exchange as a commodity. This further strengthens the claim of the owner to the piece of land. As land governance mechanisms are in formative stages in the South West State, there has been no formal land market analysis in Baidoa. Instead, prices are based on perceptions. In the absence of formal land governance mechanisms, the business community in Baidoa has largely taken on this role. Land value is determined by the laws of supply and demand, which are based on relative scarcity and increasing profitability of peri-urban land due to urban expansion. Where services are installed and infrastructure emerges, land values have increased. The perception of investors is that land will continue to increase in value indefinitely. These factors have all contributed to an active land market in Baidoa. Furthermore, investment in private property is one of the main opportunities in which Somalis with surplus capital can capitalise on. As such, private property is a primary banking tool used by business people, diaspora, and influential persons. Land is viewed as both a safe investment option and one that will continue to rise in value without risk. Subject to significant financial attention—through banking, investment, or speculation—the peri-urban land where displaced people have settled is thus susceptible to forced evictions.

INFRASTRUCTURE DEVELOPMENT

There is a direct correlation between the occupation of displaced people in a particular area, the increase in infrastructure and subsequent land values, and forced evictions. Hosting displaced people creates a series of property developments; as a result, peri-urban land values appreciate, and these areas grow into new centres of urban activity, investment, and infrastructure. Highlighting infrastructure development as one of the factors that influence the increase in land value, this interviewee comments:

“...Accessibility and availability of service points, like water, health centres, and schools. If the land has these kinds of facilities, it will increase differently. Where IDPs settle and these kinds of services are provided for, the land prices increase. It is all interconnected.” ¹⁶²

Another respondent expands on this:

“You have to look at the economy and politics- undertake a [comprehensive] political economy analysis. The economic environment is not diverse enough to make a range of investments on a broad spectrum, and this drives speculation and land value increments. You may find that sometimes land is given [to IDPs]. [When] infrastructure comes because of humanitarian assistance, the land value goes up then after a while people are evicted.” ¹⁶³

Additionally, there is a direct link between these rising land values and the profitability of selling land after it services and infrastructure are set up. The land is more attractive for sale in comparison to idle land that is unoccupied and undeveloped.

“They [landowners] have the intention of urbanisation. They want to increase the value of their land through the IDPs people that settled on their land. When they see the value and price of the land increase, they ask them to leave. Private individuals have also begun buying and investing in lands beyond the IDP settlements, in anticipation of the expansion of the city that will envelop the area [purchased]. This is because that area will become the centre of markets, businesses, and other infrastructure for IDPs, hence the increase of the land value.” ¹⁶⁴

IMPUNITY VERSUS ACCOUNTABILITY

Another primary reason that forced evictions have thrived in Baidoa appears to be the absence of legal repercussions for the landowners who evict displaced people in contravention of written or verbal agreements. Matters relating to evictions in Baidoa tend to have been resolved informally through customary interventions, with little statutory recourse possible. This is due to the informal verbal nature of agreements between displaced people and landowners. Displaced people who have unwritten tenancy arrangements lack evidence to avert their evictions. The weak institutional environment has thus created a situation in which landowners and business people can evict those residing on lands without fear of legal consequences.

In the past, there were no formal sanctions against evictions- or if there were, they were seldom enforced. The informality of agreements, even when written, creates ambiguity and a lack of clarity about the details of the arrangements allowing displaced people to live in a particular location. Thus, an important dynamic emerges as to why landowners do not use written documentation for their land tenure relationships with displaced people. When there is no written agreement, the landowner cannot be held accountable for the arrangements made with the IDP communities. When asked about the benefits of not having a formal written agreement in place, one key informant states:

Matters relating to evictions in Baidoa tend to have been resolved informally through customary interventions, with little statutory recourse possible. This is due to the informal verbal nature of agreements between displaced people and landowners.

“ *This was the opportunity for the landowner. If you have no written agreement, no one can charge him. There is no evidence or reference.* ¹⁶⁵ ”

In addition, the custodianship of these tenure agreements is an essential aspect for ensuring they are upheld, and there is enforcement of the terms of the agreements. One interviewee proposes that the medium-term solution to forced evictions could be “*the [local] government intervening to ensure landowners uphold the agreements.*”¹⁶⁶ The relevance of custodianship is further reinforced by the fact that avoiding accountability for the terms of tenancy agreements can be partially attributed to the lack of witnesses. Several KIIs, for example, emphasised the role of witnesses as a way to ensure that landowners and gatekeepers honour their agreements. As part of witnessing the arrangements in written agreements, local government institutions have started to play a central role in strengthening the mutual terms of a written agreement, especially in situations in which the parties to an agreement are the landowner or the gatekeeper and the IDP community:

“ My point is that if there is a formal land tenure agreement at the beginning, between the landowner and IDPs, and the government is involved as a third party; the risk of forced evictions will be drastically reduced. Most settlements do not have agreements in which the government is involved. In many cases, we have witnessed frequent eviction risks for settlements that do not have formal agreements. If there is a formal agreement, and the government is involved from the beginning, it reduces the risk. ¹⁶⁷ ”

Further to improving accountability, witnessing by local authorities also prevents false claims of ownership or extension of the permission to reside on land by a party that is not rightly authorised to do so according to customary ownership arrangements.



Caption: Makeshift shelter in IDP settlement in Baidoa.

CAMP SPLITTING

Camp splitting plays a significant role in forced evictions in Baidoa, adding another level of complexity to this phenomenon. It revolves around representation, resource allocation, and access to humanitarian services. Relative to the absolute number of displaced people, the number of IDP settlements in Baidoa has proliferated as settlements continue to break up. An incident of camp splitting may cause both the voluntary and involuntary departure of residents from a settlement.

There are several reasons why the IDP settlements in Baidoa split. To begin with, internal disagreements- due to issues related to access to humanitarian assistance flows, coupled with varying power dynamics in an IDP settlement- can contribute to a camp or settlement splitting. Disagreements between the IDP settlement leadership or between the gatekeepers and IDP settlement residents can also lead to camp splitting. For example, a camp leader and the community may come into conflict over assistance or services. Those who are not in agreement with the views of the camp leader may leave the settlement and move to join another with a different gatekeeper or start a new IDP settlement altogether. In cases of camps splitting because of allegiance to or the relationship between some IDP settlement residents and the camp leader, or deputy camp leader, the camp splitting can take on the characteristics of a forced eviction event. As one interviewee explains:

Camp splitting plays a significant role in forced evictions in Baidoa, adding another level of complexity to this phenomenon. It revolves around representation, resource allocation, and access to humanitarian services.

“ The other form of eviction, not eviction per se, is when the IDP camp leader and deputy camp leader do not agree on one or two things. So, what happens is [that] people are chased away by the camp leader because they have sided with the deputy. This is why we have a large number of IDP sites. The majority of IDP settlements are being split. And it is always because of resources. ¹⁶⁸ ”

Besides internal disagreements on humanitarian assistance, camp splitting can occur due to manipulation by gatekeepers. As summarised by a key informant below:

“ The gatekeepers are actually ... the playmakers between the landowners and the community. They pretend to be the representatives of the community. They promote eviction occurrences. They will talk to the landowner and they will tell him that they are in charge of his land and community. If any community refuses to pay the share to the gatekeeper or camp leader, they will be evicted. ... The people have no option. They will have to clear the space. ¹⁶⁹ ”



Caption: Scene from forced eviction incident in Baidoa.

Similarly, gatekeepers (or IDP camp leaders) manufacture evictions events to generate new aid flow to locations to receive a much bigger portion of assistance. The following account describes how there can be an incentive to evict tenants to settle in new IDP settlements in order to attract new humanitarian aid flows to their land:

“ ... When IDPs have been assisted, they can have money for a year [for example] through the food vouchers [or any other assistance]. The IDPs become well integrated, and they can then take care of themselves. When landowners or camp leaders see that, they give a reason for them to be evicted. They wait for a new wave of [vulnerable] IDPs to come in and attract these new arrivals to settle on their land. They sometimes even call IDPs in their villages of origin. Then the IDPs inform the agencies that ‘Leader X [for example] is already there and is going to settle us in their place.’ Before they have even left their area of origin, they were in touch with the camp leaders ¹⁷⁰ ”

At times, IDP communities themselves are complicit in the arrangement to move to a new location so that they can appeal for post-eviction support from humanitarian agencies. This respondent summarises:

“ The landowner and the community will have some types of fake arrangements. The community will then claim the landowner has evicted them. Half of the population will split and move to another location to seek post-eviction support. In this sense, we can say the community is not collaborating with humanitarian actors but looking to get income. ¹⁷¹ ”



Caption: Woman outside her shelter washing clothes in IDP settlement in Baidoa.

A government official explains that when camp splitting occurs, the IDP settlements retain the original name—for example, ADC—but assign a new number, such as ADC 2, ADC 3, and so on. The departing community can then identify itself as a new settlement. The government official elaborates at length:

“ Sometimes, the eviction is based on interests. It is becoming a form of business [to] split IDP settlements. You see that a gatekeeper may need to manipulate a certain IDP community, so that his deputy can have means of becoming a gatekeeper. The management of the camps also contributes to this problem. Usually, the vice-chairperson of the settlement convinces some of the IDPs residing there to move with him so they can start a new camp on their own. If we are supporting ADC 1, 2, up to 10, with the same name, we are encouraging this behaviour. ... We [local authorities and the international community] need to address what is happening. There are numerous interests behind this [campsplitting]. We need to understand why this is happening, and support IDP settlements in a more integrated way, where social services can be planned together with the government. ¹⁷⁰ ”

Once established as a new settlement, the community can seek new flows of assistance from the government, humanitarian organisations and service providers, as it has become a new socio-political unit.

LAND DISPUTES LEADING TO FORCED EVICTIONS

The rise in land disputes remains challenging given the centrality of the dynamics among clans/sub-clans, pastoralist/sedentary communities, IDPs, returnees, and host communities in and around Baidoa. In particular, this study found IDP settlements to be among the most affected because they are often owned by one or more private landowners, leading to forced evictions and the violation of other HLP rights. There are four common types of land disputes in Baidoa. These are:

- Disputes over land ownership, encroachment, inheritance and polygamy, and double selling. These disputes are due to the absence of a robust land registration system, the weak rule of law, and corruption.
- Clan conflict over diminishing natural resources such as land and water/
- Conflicts over humanitarian response. As Baidoa is a humanitarian hub, household-level disputes over humanitarian response are also one of the common disputes.
- Conflicts over water points are common disputes among DACs in Baidoa. The control of queues and shortage of water may trigger conflict between the communities. Most displaced people utilise water trucking provided by humanitarian organisations.

CASE STUDY V: FORCED EVICTION OF IDPs DUE TO CLAN DISPUTES OVER LAND

In 2020, there was a dispute between the two major sub-clans of the Mirifle clan over a piece of land around the Baidoa Airport. Due to the complex nature of the dispute, it remained unresolved for a prolonged period. During this time, IDPs living on that piece of land were facing constant eviction threats emanating from the two disputing parties, with each party warning the IDP residents of the horrific consequences to follow if they did not vacate the land. When a resolution for the dispute was not reached, twelve IDP settlements comprising 10,230 IDPs were affected and forced to leave the land.

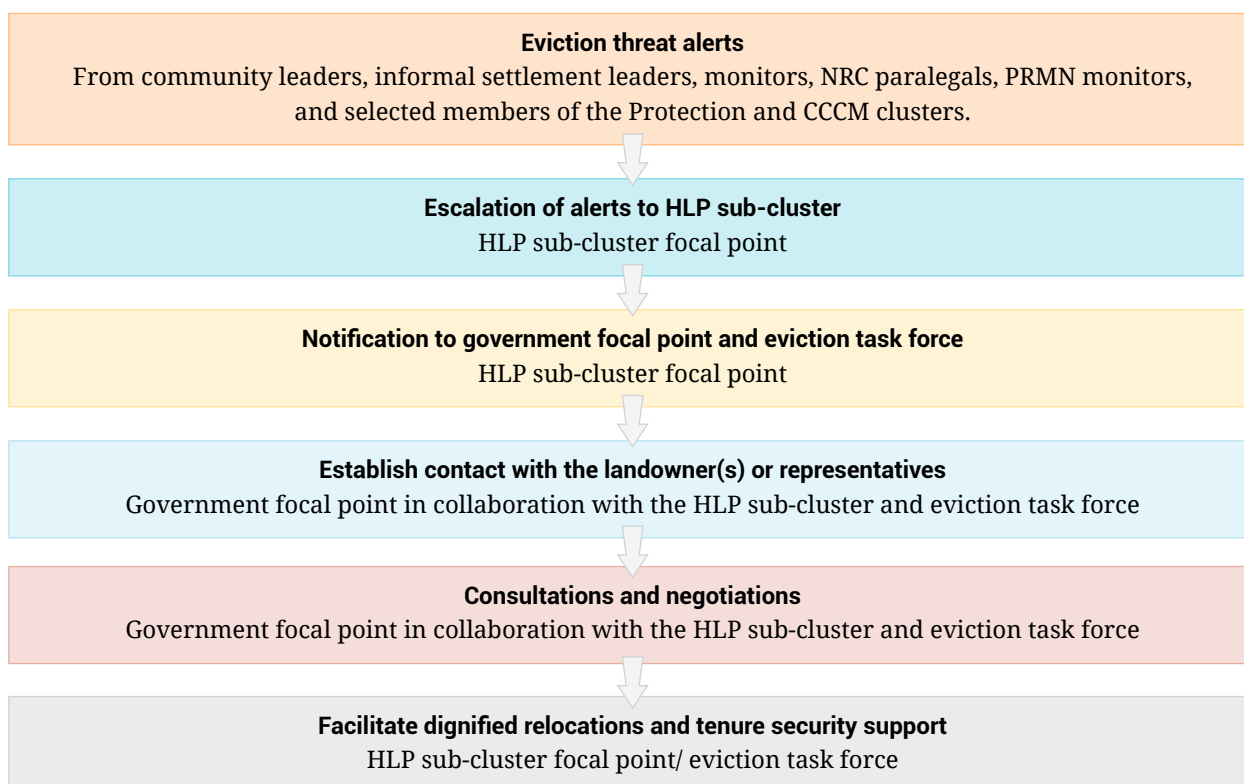
EVICTON PREVENTION EFFORTS AND INITIATIVES

7.1 EVICTON PREVENTION AND RESPONSE IN SOMALIA

Eviction programming can be responsive or preventive. In Somalia, NRC has established a robust eviction monitoring and response programme. NRC and its partners adopt a participatory and inclusive approach to eviction prevention. Monitoring is done through a local network comprising: community leaders, informal settlement leaders, monitors, NRC paralegals and community volunteers, and selected members of the Protection and CCCM clusters. When an eviction event is identified it is reported in real-time.¹⁷⁴ Concurrently, this information is registered into an eviction monitoring platform that provides real-time alerts and updates. These are publicly available through an online information portal.¹⁷⁵ Once an alert is received, a diversion or mitigation response is activated. Government focal points are notified and either they or a qualified NRC staff establish contact with the landowner or representative(s) attempt to resolve the dispute so that the eviction threat is dropped and the occupants' tenure is temporarily assured (diversion) or, if eviction is unavoidable, to negotiate sufficient time to safely relocate the occupants to a new site. With the extra time, NRC and its partners attempt to find a new site or accommodations for dignified relocation and provide emergency cash support (mitigation). Once the eviction threat is diverted or mitigated, government focal points and NRC staff negotiate with landowners to provide a written commitment to secure the tenure of occupants for several years as a means to prevent future arbitrary evictions.¹⁷⁶

Eviction programming can be responsive or preventive. In Somalia, NRC has established a robust eviction monitoring and response programme. NRC and its partners adopt a participatory and inclusive approach to eviction prevention.

Figure 5: Procedural flowchart for eviction prevention and response



Source: NRC Somalia HLP AoR

CASE STUDY VI: EVICTION PREVENTION EFFORTS TO SECURE EXTENSION OF NOTICE FOR IDPS IN TAWAKAL ADC SETTLEMENT, BAIDOA

Sangaabo (not her real name) is an IDP woman living in Tawakal ADC Settlement in the ADC zone of Baidoa town, and she is a single mother of eight children (five boys and three girls). In 2014, Sangaabo and her family were displaced from Buulo-Barako due to the lack of livelihoods and insecurity. Prior to receiving any intervention by NRC, Sangaabo lived in a makeshift shelter in the IDP settlement. In 2015, NRC negotiated for a 5-year tenure arrangement with a landowner on private property for Sangaabo and other IDP households living in Tawakal ADC Settlement. NRC also provided direct cash to IDP households in this settlement to purchase materials and construct their own shelters. In 2020, she and the residents of Tawakal ADC Settlement faced many threats of forced evictions after the landowner refused to extend their period of residence after the tenure agreement expired. Sangaabo and her family were vulnerable and did not have any other option of alternative land to reside on. When the negotiations between the landowner and the IDPs failed, the IDP camp management committee contacted the NRC ICLA team to intervene. NRC then provided HLP training and information

sessions to all the residents of Tawakal ADC Settlement to equip them with the necessary skills and knowledge on their HLP rights and the use of the Collaborative Dispute Resolution (CDR) approach. Subsequently, Sangaabo and the other residents of Tawakal ADC Settlement could then sit with the landowner again and enter into another round of negotiations. NRC facilitated these negotiations, and they were successful. The landowner offered the vulnerable IDPs a two-month notice period to find alternative land.

NRC then provided post-eviction cash support to 100 IDP households living in Tawakal ADC Settlement. Each household received a USD 100 cash voucher, which enabled them to relocate to a new land unaffected. They were also able to remove their CGI shelters that they had constructed without demolishing the structures¹⁷⁷. Sangaabo is now living in her shelter in the new site with a written tenure agreement of seven years. She and her children have no fears of forced evictions. She also takes part in dispute resolution processes in the camp due to her experience with CDR approaches.

7.2 EVICTION PREVENTION AND RESPONSE INTERVENTIONS

In 2018, Baidoa recorded the highest number of eviction incidents affecting 42,224 individuals, followed by a 39% decrease in 2019 (25,722 individuals) and a further 22% decrease in 2020 (21,120 individuals).¹⁷⁸ This steady decline attributes to a combination of the increase in prevention efforts, awareness activities, and the growing involvement of local authorities in Baidoa. Evictions prevention and response initiatives require a cross-sectoral approach that involves government, humanitarian, development, and community stakeholders, including the landowners and affected populations. The advantage of multi-stakeholder approaches is critical to achieving durable solutions for DACs.¹⁷⁹ Such holistic approaches allow actors with diverse sets of expertise and areas of influence to come together and work on various aspects of displacement at different levels. The situation in Baidoa demonstrates a suite of good practices that offers a valuable case study of how coordinated multi-stakeholder efforts and government-led initiatives can be effective as complementary measures in addressing HLP issues, especially forced evictions. Baidoa local authorities scaled up eviction government-led prevention efforts following mass eviction events in Mogadishu in late 2017. These incidents prompted local authorities to anticipate and proactively plan for potential evictions in other locations.¹⁸⁰ The former Mayor of Baidoa, Watiin Abdullahi Ali, states:

“ After mass evictions took place in Mogadishu at the end of 2017, the Baidoa Municipality held a meeting for UN organisations, international NGOs, government ministries, the people of Baidoa—particularly the landowners—municipality staff, elders, religious leaders, women, IDPs and the security sector in 2018. [The main objective was] to discuss how best to mitigate the effects of evictions and to seek other sustainable solutions. As an effort to implement durable solutions interventions in Baidoa, there were multilateral discussions on how IDPs in Baidoa could obtain rights to land ownership after they had been evicted by the landowner. ¹⁸¹ ”

There are several notable eviction prevention and response interventions in Baidoa that this section will explore in more detail. These include: the establishment of an eviction task force; enhanced technical and operational capacity at the Baidoa Municipality and Cadastral Services; improved administration of tenure and lease agreements; enforcement of an evictions moratorium; increased purchasing power of IDPs; and amplification of a range of advocacy, outreach, and awareness-raising activities.

THE ESTABLISHMENT OF THE BAY EVICTION TASK FORCE

The need for a concerted and coordinated effort to address forced evictions in ways that contribute to and sustain durable solutions initiatives necessitated the establishment of the Bay Eviction Task Force. The task force is a primary example of a government-led multi-stakeholder forum that works collaboratively to prevent evictions and address all related HLP issues in Baidoa. Established in May 2020, the task force is an inclusive umbrella of various actors working to: enhance prevention and response capacity; lead eviction preventive engagements, negotiations, and advocacy initiatives with government and landowners; and strengthen overall coordination efforts on forced evictions, serving as a liaison between the displaced communities, landowners and government and humanitarian stakeholders.¹⁸² The membership is open to any interested party who demonstrates a commitment to these objectives. The South West Commission of Refugees and IDPs (SWCRI) chairs the task force and NRC (representing the HLP sub-cluster) co-chairs.¹⁸³

Adequate protection of HLP rights is critical to overcoming barriers faced by DACs. The establishment of the Bay Eviction Task Force has been central in providing the space for dialogue by building a common understanding with different actors and local authorities on HLP matters, and acting as a platform for critical learning and reflection. No single entity or organisation can address all the complexities of displacement, and the creation of such a coordination mechanism has exemplified the humanitarian-development nexus. One key informant sums up the value of a government-led multi-stakeholder approach to preventing evictions in Baidoa this way:

“When you have government leading, it is much easier to have successful outcomes in your work because they understand the intricacies involved. If we have local authorities leading the process, then it is much more sustainable... to go through them than to do it as an organisation.” ¹⁸⁴

EVICTIION PREVENTION ACTIVITIES UNDERTAKEN BY THE BAY EVICTION TASK FORCE

- Facilitated monthly coordination meetings with the eviction task force members, which has led to well-coordinated preventive engagements.
- Undertook daily routine field visits and outreach to identify IDP sites with the highest risk of evictions to trigger an immediate response.
- Organised routine mediation and negotiation meetings to resolve land disputes. In aggregate, four to five meetings take place during the negotiation and mediation process.
- Conducted monthly eviction risk analysis, which has led to more proactive engagements with government, private landowners, and IDP leaders. The focus is on IDP sites facing extreme and or high risk of forced evictions.
- Improved access to tenure security for IDPs mainly through documentation of tenure arrangements, the extension of lease agreements, and greater access to land tenure documents. For example:
 - In 2020, the Bay Eviction Task Force negotiated the extension of lease agreements for 19 IDP sites (1,407 households) and facilitated the issuance of written tenure documents for 37 settlements that had oral agreements with the landowners.
 - The Baidoa Municipality with the technical support of NRC facilitated the acquisition of more than 3000 tenure documents to IDPs.

MORATORIUM ON EVICTIONS DURING THE CORONAVIRUS (COVID-19) PANDEMIC

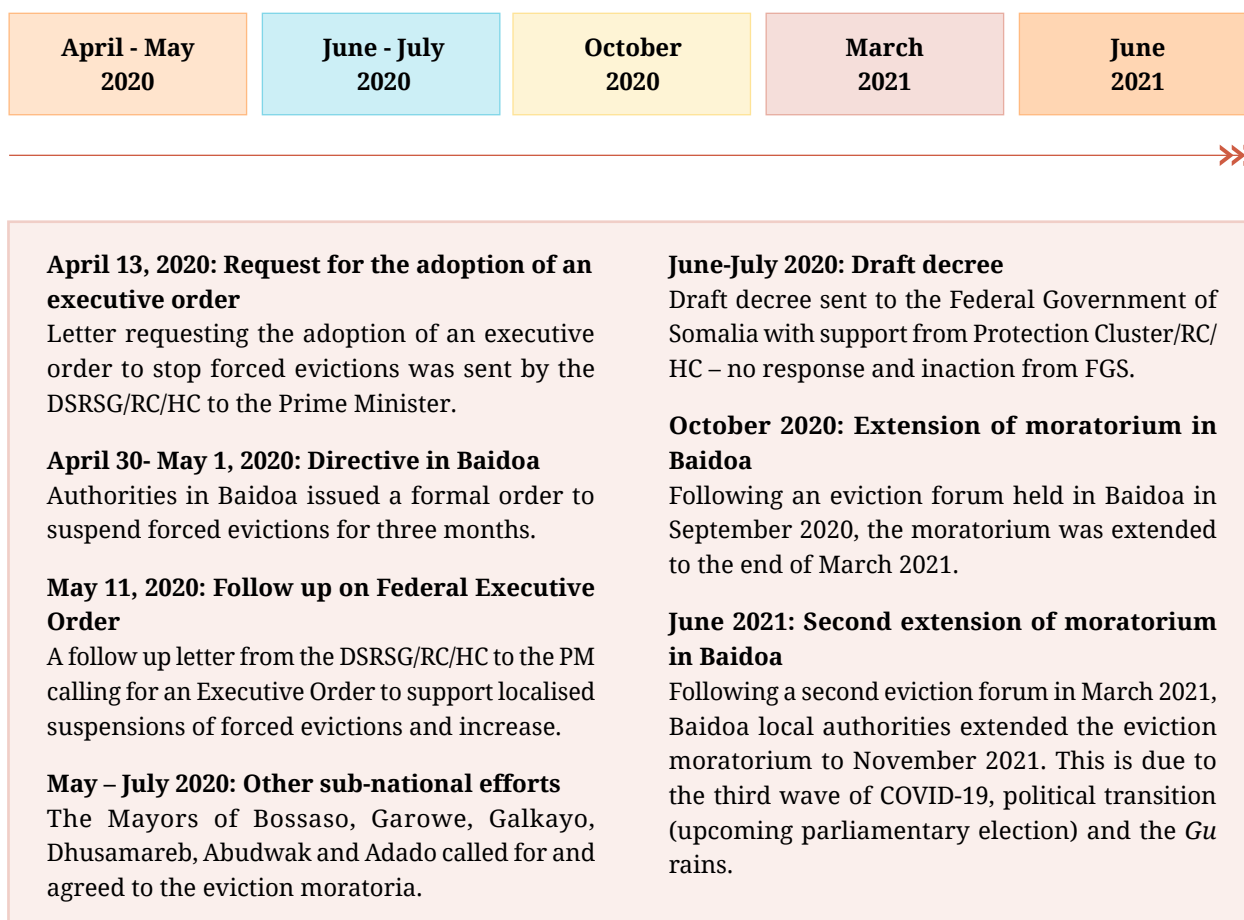
A moratorium is a temporary suspension of activity until future events warrant lifting of the suspension or related issues have been resolved.¹⁸⁵ Moratoriums are often imposed in response to temporary hardships. In the case of Somalia, the moratorium aimed at halting forced evictions during the COVID-19 pandemic. The eviction moratorium like quarantine, isolation and social distancing was an effective measure utilised to prevent the spread of the communicable disease.¹⁸⁶ Eviction moratoria allowed states implement directives more easily in order to mitigate the community spread of COVID-19.¹⁸⁷ Furthermore, through scientific modelling, evictions moratoria have been revealed to be an important aspect of COVID-19 control.¹⁸⁸

In April 2020, due to advocacy efforts by the Somalia HLP Area of Responsibility (AoR) and the Resident Coordinator's Office, a letter requesting the adoption of an executive order to stop forced evictions was sent by the Integrated Office of the Deputy Special Representative of the Secretary-General (DSRSG), Resident and Humanitarian Coordinator for Somalia to the Somalia Prime Minister.¹⁸⁹ In May 2020, the Baidoa District Administration, agreed to the moratorium, and consequently issued an official directive suspending evictions during the pandemic for an initial period of three months. The Mayor of Baidoa issued a warning of legal action for landowners who disobeyed the directive.¹⁹⁰ NRC points to the "threat of legal action"¹⁹¹ as one of the key ingredients to the success of the moratorium. Interview respondents for this study acknowledged the introduction of a plausible legal consequence for landowners effecting forced evictions as an effective measure that was taken by local authorities. While discussing the success of the moratorium, one respondent explains how important it has been for the local government to take the lead:

*“ The moratorium is an interim measure, and part of a government directive halting forced evictions during an emergency. Prior to enforcement of the moratorium, there was engagement between the DC [District Commissioner], the South West Commissioner of Refugees and IDPs, and the landowners. What makes it [the moratorium] effective is prior discussion and engagement, and government involvement. local authorities were following up and the landowners accepted the directive. I think COVID-19 is the reason. And also, the government took the lead in making sure that forced evictions were halted during the COVID-19 period. ”*¹⁹²

In order to diversify information and awareness on the moratorium, NRC substantially scaled up messaging on the moratorium through different channels including live television shows, radio, billboards, short message services (SMS), and structured HLP information sessions.¹⁹³ Besides monitoring of the implementation of the eviction moratorium, carried out primarily through a network of paralegals, community volunteers, caseworkers and DAC committees, the frequency for analysing eviction risks was increased from quarterly to monthly. The moratorium combined with the political will of the Baidoa Municipality and South West Commission for Refugees and IDPs on addressing the forced eviction phenomenon in Baidoa, contributed in many ways to a record zero eviction incidents from May 2020 to March 2021. These concerted efforts also laid the groundwork for the successful prevention of forced evictions of an estimated 12,883 individuals.¹⁹⁴

Figure 6: Chronology of actions taken on the Eviction Moratorium since April 2020 to date



IMPROVING LAND TENURE SECURITY

Establishing formal tenure arrangements and facilitating written agreements between displaced people and private landowners is crucial for preventing forced evictions. Formal land tenure documentation is evidence of the legal right of a displaced person to occupy the land. Written tenure documents provide valuable proof for use in statutory courts and during the resolution of disputes using alternative dispute resolution mechanisms.¹⁹⁵ Strengthening access to formal tenure documents has also created entry points for state building for example through strengthening the capacities of local authorities on land registration and conflict management with local host communities.¹⁹⁶ Likewise, since 2015, the Baidoa Municipality has collaborated with NRC to implement a land titling project in the city¹⁹⁷. Consequently, more than 70,000 individuals in Baidoa have achieved tenure security (see annex 3).¹⁹⁸

Formal land tenure documentation offers displaced people increased tenure security to reduce the risk of forced evictions. The anchoring established through secure tenure also yields several other advantages. Ideally, it provides predictability eliciting investments from displaced people themselves to improve housing, and stability to pursue livelihoods within a reasonable distance. Additionally, tenure security protects displaced people from being forced to move to the outskirts of periphery urban areas. In many cases, these are places where individuals are more susceptible to a variety of protection concerns including SGBV, security issues, and lack of protective elements provided by their former community structures. During the process of gaining land tenure documentation, strengthening the capacities of local communities in HLP issues remains imperative. NRC, for example, works with DAC communities to increase their knowledge on land tenure security and non-adversarial dispute resolution methods. Information services offered can encompass issues related to security of tenure, evictions, administrative and legal procedures, women's access to HLP rights, and the roles and responsibilities of different actors in relation to their HLP rights. Moreover, individuals seeking help to overcome obstacles in exercising their HLP rights can access counselling and legal assistance services.

UPDATES ON LAND GOVERNANCE ADMINISTRATION IN BAIDOA

Recently, there has been ongoing engagement with the Baidoa Municipality regarding a contextually appropriate and feasible option for efficient land administration. Following the change in leadership at the Baidoa Municipality 2019, the process of developing a digital land information and management system (that began in 2018) was deprioritised. The Baidoa Municipality concluded that they lacked the necessary capacity and infrastructure to operationalise a complex electronic land registration system. The Municipality concluded that they lacked the capacities and infrastructure to operationalise an electronic land management system. The Municipality sought to prioritise the construction of office units instead.¹⁹⁹ Subsequently, the Municipality with technical support from NRC developed a simple Excel-based platform for land registration, which provides a starting point for an upgrade into a more complex system in the future.

Furthermore, durable solutions and peacebuilding efforts have improved technical and operational capacity at the Baidoa Municipality and Cadastral Services and increased community engagement in land-related processes. Increased engagement on land governance issues by a wide range of actors has provided the opportunity for local communities and policymakers to convene, discuss, and explore ways of strengthening tenure security, preventing evictions, and expanding secured access to land and land-related services. The establishment of new dispute resolution committees and revitalisation of existing ones at the community level through the provision of technical and material support by various HLP actors has substantially increased local capacities to resolve and manage HLP conflicts.²⁰⁰ Baidoa Municipality has also established a Land Committee at the municipality level to sort out land conflicts in the District.

PROMOTING ACCOUNTABILITY IN LAND TENURE DOCUMENTATION

Documenting land tenure arrangements between landowners and IDPs is one of the most effective ways of protecting DACs from forced evictions. To mitigate the risks associated with the over-reliance of oral agreements, the Baidoa Municipality has put in place additional measures to ensure accountability by landowners. As explained by one interviewee:

“ Oral tenure arrangements are informal and inconsistent. Today they [IDPs] stay here [to settle on the land], but if the landowner tomorrow gets a high value, he will ask them to leave. There will be no complaint to the local authority because we did not advocate for them [did not witness the agreement]. ” ²⁰³

The Baidoa Municipality and the South West Commission of Refugees and IDPs have a responsibility to oversee land tenure arrangements, including any agreement between landowners and IDPs. For community-owned and private land, IDP leaders or landowners are required to enter a contractual arrangement before engaging in any land transaction. The landowner should issue an offer letter that is the basis for drafting an agreement hence formalising the land tenure arrangement.

Parties to the tenancy agreement are referred to the Baidoa Municipality offices where, with the assistance of a public notary, the written agreement is notarised and registered.

“ Before the [Bay Eviction] Task Force, IDPs would never come to the District Administration to initiate a search (including writing a letter of request to the District Administration for land to settle on). They would instead go directly to the landowner and have a ‘gentleman’s agreement’ and commence construction of their shelters. ” ²⁰⁴

In addition, Baidoa local authorities require a formal agreement between the landowner and the IDP community, averting the involvement of a representative or gatekeeper, who may or may not represent the genuine interests of either party. In situations where the terms and conditions of the documented tenure arrangements are breached, the Bay Eviction Task Force can intervene to protect the interests of the displaced community. A government interviewee explains:

“ The District Administration should provide a lead role in regulating tenure arrangements including formalising agreements affecting ownership, use, and transfer of Housing, Land, and Property within IDP settlements. The other issue is that all IDP documentation should be witnessed and triangulated by the [Bay Eviction] Task Force and Municipality. This is something that local authorities can embark on to reduce evictions. ” ²⁰⁵

Reinforcing the role of local governments' involvement and efforts in ensuring accountability by landowners, this interview respondent explains:

“ There are examples in Baidoa where the landowner offered a plot of land for 15 years, but they [the displaced people residing there] got evicted after only five to six months. Unless the offer is made in consultation with the Municipality, it is not reliable. Reliability is, [therefore] an issue in the formalisation of land agreements. ” ²⁰⁶

Witnessing agreements between the landowners and the IDPs, the Baidoa Municipality, the SWCRI, and NRC ensures the agreements are notarised and registered to promote accountability by landowners. Landowners are required to uphold the obligations outlined in these agreements. During the documentation of land tenure arrangements, representatives from the IDP community, landowners, authorities, and relevant agencies act as witnesses to formalise the arrangements. Consequently, this has increased access and ownership by displaced persons.

Any opportunity to integrate the legal systems and mechanisms of the South West State with more robust measures to promote accountability such as municipal oversight and endorsement of land tenure arrangements, public witnessing during the formalisation of these arrangements, and civil society monitoring would further enhance the security of land tenure for DACs.

CASE STUDY VII: PROVISION OF LAND TENURE DOCUMENTS TO IDPS IN BELEDUL AMIN 2 SETTLEMENT

Beledul Amin 2 settlement lies in the ADC zone of Baidoa town, and the IDPs of the settlement lived on the privately owned land with a five-year tenure agreement. The camp accommodated 172 IDPs households displaced from villages in Diinsoor and Qansahdhere Districts of Bay region. In 2013, these households fled drought and insecurity. Once the 5-year tenure agreement ended in mid-2019, the landowner asked the residents to leave his land, as he wanted to sell it. The landowner informed them that his brother was arrested due to disputes over a loan and he needed to sell the land to repay the debt. The landowner

did not provide any notice period to the residents. Once alerted of this case, NRC negotiated with the landowner to provide a one-month notice period to the IDPs. The residents sought an alternative land of their own and relocated to avoid any other displacement or eviction. After coming together, the IDPs bought a land near the Baidoa Electric Company Centre. NRC facilitated the acquisition of land tenure documents for the residents including verification of these documents through Xaqsoor Public Notary. The IDPs in Beledul Amin 2 settlement are now peacefully leaving on their land.

GOVERNMENT-ALLOCATED PUBLIC LAND

“Allocation of the land for the IDPs is one of the good approaches that will be used to replicate in the future, and will be very essential to prevent forced evictions. But we are not ruling out that the government has challenges when it comes to land, but it is the role of the government to protect its people, including to prevent forced evictions. For attainment of durable solutions, the first priority is land and for prevention of forced evictions. I think that is a key priority for IDPs.” ²⁰⁷

Permanent and documented land allocation for DACs in Somalia is identified as one of the most effective ways of securing tenure, preventing abuse, avoiding disputes, and facilitating the achievement of durable solutions.²⁰⁸ The provision of public land preferably government-allocated plots of land for the (re)integration of displaced people at high risk of eviction is one of the strategies that is used to address the eviction phenomenon in Baidoa. The initiative taken up by the SWS government demonstrates the political will to address forced evictions and to work toward the sustainable integration of displaced people into the urban architecture of Baidoa. Critical to the success of this initiative is the need to go beyond a sectoral approach towards an area-based approach around land and urban planning underpinned by coordination between humanitarian and development actors under the leadership of local authorities.



Caption: Houses constructed by displaced communities relocated to Barwaaqo in the first phase.

EXAMPLES OF GOVERNMENT ALLOCATED PLOTS OF LAND IN BAIDOA

■ **Barwaaqo Site:** In 2018, the Baidoa Municipality assigned the Barwaaqo site to support the reintegration of DACs that were at the highest risk of forced evictions. The Baidoa local authorities collaborated with IOM and other partners to support this initiative.²⁰⁹ An inter-ministerial and inter-agency task force under the overall leadership of the Baidoa Municipality led the development of the new site. The Barwaaqo Integrated Settlement accommodates both IDPs and host communities. The development of the Barwaaqo site by a wide range of different actors through an integrated approach is a concrete example of the operationalisation of the humanitarian-development-peacebuilding nexus. The construction of the new public site included preparation and demarcation of the plots of land along with water and sanitation facilities, two police stations, a community centre, and solar streetlights to support the health, hygiene, and safety of individuals.²¹⁰ Road improvements eased access and transportation to local markets and to link with host communities. During the first phase in 2019, 1000 households (6,116 individuals) relocated and they were provided with plots of land and vouchers to help them construct shelters of their choice.²¹¹ During the second phase in 2021, another 1009 households relocated to the site. Furthermore, after increased advocacy efforts led by NRC, Baidoa local authorities have agreed to issue land tenure documents to the 2009 households relocated to Barwaaqo. The Baidoa Municipality will provide an official

letter, which will be attached to the certificates of title to exclude the 'rights of transfer or sell' by residents for some time (i.e. 10-15 years).

■ **ADC Zone land in Wadajir Village:** Public land in the ADC zone of Baidoa District was first earmarked for the reintegration of DACs in 2018. At the time, the land provided a potential opportunity to pursue as IDPs from the Sagal sub-clans had shown reluctance to relocating to Barwaaqo site situated in eastern Baidoa. Due to the clan configuration in Baidoa, they expressed preference in relocating to ADC zone since they had affiliations with the clan that live on that side of town. Although, Baidoa local authorities²¹¹ have indicated the interest in providing this land for the reintegration of DACs, no allotment letter has been issued to this effect. The land which is currently empty is the same size as Barwaaqo. At the time of writing this report, there were ongoing discussions with the local authorities on the allotment letter for this piece of land to enable development of the site.

■ **Towfiq Village:** In 2019, public land in Towfiq village was provided by the Baidoa local authorities for the construction of 200 permanent housing units for returnees, IDPs, and vulnerable host communities. In 2020, after INTERSOS left Somalia operations, the activity was postponed. NRC was to facilitate the acquisition of land tenure documents to the DACs after the construction of the houses. UNHCR was funding the construction of the housing units. At the time of writing this report, there was no clear plan on the way forward for this project.

LAND PURCHASES BY IDP COMMUNITIES TO AVOID FORCED EVICTIONS

“ *There are now more IDPs who have the capacity to buy communal land to avoid forced evictions. They are coming together, forming a group and buying land, so that they are not evicted.* ²¹³ **”**

In Baidoa, many examples have emerged of IDPs pooling money to purchase land to avoid forced evictions. Identification of landowners willing to sell or donate tenure-secure land holdings for the settlement of displaced people could be one long-term solution to forced evictions. This approach could assist displaced people to avoid some of the opportunistic arrangements inherent to IDP settlement dynamics in Baidoa. A recent mapping conducted by NRC found 52 sites in which IDPs purchased land through communal contribution. These IDPs bought the plots of land in the Hanano and ADC zones of Baidoa town. Some IDPs subsequently relocated to the new locations while others still wait to receive assistance from the State and humanitarian agencies. Support needed to relocate includes relocation and housing support, provision of Non-Food Items, Water, Sanitation and Hygiene (WASH) assistance, and education support.

HLP actors should re-orient their strategy in Baidoa to support IDPs who are pooling money to purchase land to avoid forced evictions and achieve local integration. In many instances, however, the Baidoa Municipality is not familiar with these transactions. The majority of the IDPs have also purchased their plots of land from local landowners without proper land tenure documentation. These situations result in a rise of HLP disputes such as double selling by the previous landowners, boundary disputes, and ownership disputes among the purchasers (IDPs). Importantly, there is a need to ensure the linkage of site planning and demarcation for these plots of land with wider urban planning processes in Baidoa using an area-based approach. Guaranteeing that the site plans are linked with the Baidoa Township Plan and the city extension strategy to enable the connection to services and infrastructure remains imperative. Increased sensitisation and awareness of DAC communities on general land procedures is therefore, needed to empower IDPs to actively seek support from the Baidoa Municipality and HLP actors before purchasing these plots of land to avoid risks associated with the sprawling of largely unplanned, spontaneous, and chaotic settlements.

CASE STUDY VIII: COMMUNAL PURCHASE OF LAND BY IDPs IN EDKIYAL SETTLEMENT, BAIDOA

Since January 2020, IDPs in Edkiyal settlement were facing threats of forced evictions from multiple parties claiming the ownership of the land they had settled on. These various parties were in conflict with the IDPs, as they wanted to confiscate the land. However, the camp leader of Edkiyal remained adamant about not leaving since the previous landowner that allowed the IDP households to settle there had been missing for seven years, and his whereabouts remained unknown. At the same time, children of two different wives of the brother of the missing landowner and the landowner's children were

disputing over ownership of the land. On one hand, the children of the missing landowner claimed that their father was the legitimate owner, but, on the other hand, their cousins argued that their uncle owed his brother money, which gave them the right to take over the land. The IDP residents of Edkiyal that were living on the plot of land since 2012 had a written ten-year tenure agreement with the missing landowner. Since January 2020, however, the residents started facing eviction threats when different land brokers visited the settlement daily and measured the land without informing them.

“When we asked the land brokers about their daily trips to see and measure the land, they told us that the land is for sale. They kept telling us different stories about different people who sent them to facilitate selling the land including, the children of the missing landowner who previously allowed the IDPs to live in this land.”

Abdi Shukri, Edkiyal IDP settlement leader

Due to the complexity of the land dispute, the camp leader convened the IDP residents to a consultative meeting to discuss measures to avoid forced evictions and possibilities of seeking out alternative land to relocate to. After lengthy discussions, the IDPs decided to pool money together to buy land for permanent ownership. For five months, the residents of Edkiyal contributed their savings to a pooled fund. Meanwhile, the dispute between the various parties became even worse, with increasing threats from each party to evict the IDPs. The camp leader shared the problem with IHRO (Isha Human Rights Organisation), a local Protection Return Monitoring Network (PRMN) partner, then referred the case to NRC. Subsequently, NRC intervened and tried to facilitate a mediation process using CDR approaches. The mediation was unsuccessful as all parties refused to come together to discuss the dispute. The camp leader then presented the conflict at the Baidoa District Court (a member of the Bay Eviction Task Force).

Due to this escalation, NRC submitted the case to the Bay Eviction Task force under the leadership of the SWCRI. The Commissioner then contacted the District Court and requested it to return the ongoing case to the Bay Eviction Task Force to solve it amicably. The court accepted this request.

The eviction task force then brought together all the parties involved in the land dispute. The SWCRI facilitated this meeting, and it resulted in the following outcomes:

- Provision of adequate notice to the IDPs of Edkiyal Settlement. A notice period of 60 days (two months i.e. September and October 2020) was agreed upon.
- Avoidance of any disturbance to the IDPs to ensure they could relocate peacefully.
- The Bay Eviction Task Force would verify the transaction made by the IDPs on the new plot of land located in the Hawl-wadaag section on the northern side of Baidoa near Ali-Ahmar Checkpoint.
- The IDP residents would erect their CGI shelters peacefully to rebuild these on their new land.
- NRC would support the site planning process and demarcation of the new plot of land.

The IDPs of Edkiyal Settlement successfully relocated and they are now enjoying a peaceful environment without fear of forced evictions.

GOVERNMENT-LED MULTI-STAKEHOLDER HLP FORUMS ON FORCED EVICTIONS

Increased communication between landowners and IDP communities could help both parties understand the complex dynamics, issues, and needs that affect each of them. The organisation of multi-stakeholder eviction forums in Baidoa can improve dialogue on a wide range of HLP issues between local authorities, landowners, DACs, and operational agencies. Such inclusive forums can also provide the opportunity for different stakeholders to convene, discuss, and explore ways of enhancing tenure security, strengthening eviction monitoring, prevention and response, and expanding secured access to land and land-related services.

In Baidoa, two such HLP forums were convened in September 2020 and subsequently in March 2021 under the leadership of the Baidoa Municipality and the SWCRI, in partnership with NRC. Various line ministries and local institutions such as the Ministry of Planning, Investment and Economic Development, Ministry of Justice, Ministry of Interior and Local Government, Ministry of Education, Ministry of Humanitarian Affairs and Disaster Management, and the Baidoa District Court participated in the events. In addition, consultative and participatory approaches were used to ensure that participants could openly share their concerns on the current eviction risks and the effectiveness of the prevention and mitigation measures in Baidoa.

Among key discussions were: (1) the importance of an inclusive approach to address forced evictions in Baidoa; (2) prioritisation of localised alternatives for the protection of HLP rights; (3) the importance of adhering to legal evictions processes; and (4) ensuring greater access to justice by DACs. Such HLP forums have also increased the awareness of the National Eviction Guidelines and adherence to international legal standards on forced evictions.²¹⁴



Caption: Participant at HLP forum in Baidoa.

MULTI-STAKEHOLDER EVICTION RISK MAPPING AND ASSESSMENTS

HLP actors in Baidoa, including local dispute resolution committees, have undertaken multi-stakeholder eviction risk assessments. These exercises include regular monitoring of at-risk sites by collecting data on tenure type of IDP settlements and vulnerability to evictions. Once the data is cleaned, verified, and analysed, eviction risk maps and trends analyses are produced. In 2019 and 2020, the HLP Area of Responsibility commissioned two major comprehensive eviction risk assessments in Baidoa. The CCCM cluster and its partners, NRC, and other humanitarian organisations carried out the assessments. The objectives were threefold:

- Identify and map communities at extreme or highest risk of evictions.
- Establish the underlying factors promoting and sustaining forced evictions.
- Inform an operational roadmap for the Bay Eviction Task Force.

The findings from the eviction risk assessments were disseminated among local authorities, CCCM partners, and various clusters to trigger appropriate protection responses. Similarly, regular eviction risk maps and early warning alerts are shared monthly with the Bay Eviction Task Force members and the local authorities to promote joint planning and coordination on eviction prevention.

Figure 7: Eviction risk severity scoring framework

Select one	Criteria for determining the severity scores	Severity scores
☐	- Agreement already expired - Eviction planned – date is fixed - Eviction threat issued – date is open	Extreme 
☐	- No Agreement - Monthly open-ended - Expiring in <1yr - renewal rejected	High 
☐	- Expiring in <1yr - renewal pending - Expiring in ≥1yr - renewal pending - Public land authorised occupancy	Medium 
☐	- Short-term lease: ≥2<5yrs - Long-term lease >5yrs - Permanent tenure agreement	Low 

NRC EVICTION INFORMATION PORTAL

The strategic relevance accorded to eviction as a pressing protection concern in Somalia would not have been possible without systematic monitoring, documentation, and reporting of the incidents and trends. NRC has introduced an innovative and technologically advanced approach to strengthening data collection, storage, and analysis in collaboration with the government and Protection Cluster. The overall objective is to enhance the reliability and availability of eviction data. Countrywide eviction information is now available through an online information portal powered by Microsoft Power BI. Trends analyses are prepared regularly and circulated to inform humanitarian planning and advocacy and trigger specific protection responses by relevant service providers.

To access the eviction information portal visit:
<http://nrcregistry.net/forcedevictions/index.php>

7.3 VALUE FOR MONEY IN EVICTION PREVENTION INTERVENTIONS

From 2017 to June 2021, 22,945 individuals were prevented from forced evictions in Baidoa.²¹⁵ Based on extrapolation of historic data for extreme vulnerability among eviction victims, at least 50% of these individuals (11,472 individuals - 1912 HHs), if evicted, would have been eligible for post-eviction assistance (relocation support) emergency shelter kits (ESK), and WASH facilities. Below are rough estimates of the costs if these HHs were evicted in one instance versus if preventive engagements took place. Based on past trends and analyses, vulnerable households would experience multiple evictions during their displacement.

COSTS OF POST-EVICTION SUPPORT (IF 1912 HHs WERE EVICTED IN ONE INSTANCE)					
Interventions	Unit	No. of units	Unit cost (USD)	Time frame	Total
Water trucking (for three months for 1912 HHs)	Cost of water trucking per month per HH*	1033	55	3 months	85,179.60
Water bladders	Bladders	2	600		1,200
Printing of vouchers	Voucher/per day*	270	1.5		405
Emergency Latrines (1 latrine is to 5 HHs)	Emergency latrines	382	250	One-time payment	95,600
Emergency Shelters	Emergency shelter	1912	213		407,256
Post-eviction cash assistance	Cash	1912	300		573,600
Emergency hygiene kits	Kits	1912	24		45,888
Hygiene promoters (for 1912 HHs for three months)	Hygiene promoters	23	80	3 months	5,520
Information session (1 session =50 participants)	Session	230	250	6 months	57,500
Total costs of post-eviction support	1,272,149 USD (665 USD per HH if evicted in one instance)				

* Assume 15l/per person/per day. For 1912HHs: 1912*6 =11472 pax; 11472*15lites *90 days/10000)*55.

* Vouchers are community based and each day HHs need a maximum of 3 water trucks which means (3 vouchers for 90 days = 270 trucks).

COSTS OF EVICTION PREVENTION FOR 1912 HHs					
Interventions	Unit	No. of units	Unit cost (USD)	Time frame	Total
Information session (1 session =50 participants)	Session/ campaign	230	250	6 months	57,500
Information sessions - bulk SMS messaging	People	5000	0.25		1,250
Design, production and distribution of IEC materials	Lump sum	4	1500		6,000
Eviction monitors to support eviction taskforce	People	4	500		12,000
Facilitating security of tenure through documentation and technical support*	Documents	1000	12		12000
Facilitating integrated tailored HLP training for key stakeholders	Trainings	25	2300		57,500
Social cohesion and dispute resolution (community dialogues)	Sessions	15	550		8,250
Total costs of eviction prevention	154,500 USD (80 USD per HH)				
Costs savings (per HH) = Cost of post-eviction support - Costs of eviction prevention/ number of HHs	1,272,149 USD – 154,500 USD = 1,129,649 USD 585 USD per HH				

* Assume that 1000 HHs of the 1912 HHs acquire long-term tenure and are in need of land tenure documents such as certificates of title.

ANNEXES

ANNEX 1:

COSTS OF SECURING LAND TENURE DOCUMENTS FOR DISPLACED AND NON-DISPLACED POPULATIONS IN BAIDOA

Costs incurred for securing land tenure documents for non-displaced Somali citizens in Baidoa			Costs for securing land tenure documents for IDP households in Baidoa	
1	Sourcing real estate agents/brokers	5% of the land value. Land (20 by 20 meters) is 20,000 USD if it is adjacent to the road while land close to where IDPs are purchasing plots in ADC zone is between 5000 to 10,000 USD. 5% of land value is between 250-500 USD	Letter of request from Municipality or organisation. For public land, the Municipality issues a written offer. The SWCRI can also initiate a request for land or the availability of land. ²⁰²	No cost
2	Routine land availability visits	N/A	Routine land availability visits/ go see visits	Transport provided by organisation and local authorities
3	Negotiations and witness verification	Between 20 to 50 USD depending on the land and the number of days the witnesses work with you	Assessments/Verification/ offer letter/ due diligence processes	Facilitated by organisations and local authorities
4	Public notary/ documentation/clerical/ verification	150 USD to 200 USD depending on the size and location of the land and the number of days taken by the witnesses	Public notary/ documentation/ clerical/ verification	60 USD for communal tenure i.e. more than 100 households could benefit. A public notary (private sector actor) authenticates the certificate of title and provides a feature (a seal) that prevents duplicates from being made
5	Court letter to verify public notary documents and Witnesses of the land owners/Inheritance	50 to 100 USD depending on the case	Court letter in the event local authorities require additional legal provision to limit the right to transfer/sale	8 USD per HH
6	Land registration, documentation and issuance of certificate of title	For land measuring 20 by 20 meters, the payment is 240 USD	Municipality land registration and issuance of certificate of titles	12 USD per HH

* In partnership with the Baidoa Municipality and SWCRI, NRC has facilitated the acquisition of land tenure documents at a subsidised fee for DACs. The costs are based on an informal arrangement with Baidoa local authorities however, once the Urban Land Bill assents to law, a more formal agreement would be put in place.

ANNEX 2:

CHAPTER EIGHT OF THE SOUTH WEST STATE URBAN LAND BILL: EVICTIONS AND LAND DISPUTE MANAGEMENT

Article 60: Illegal and Forced Eviction

- 1) Illegal eviction is any forceful eviction which aims to permanently or temporarily remove against their will any individual, household and/or communities from the homes and or land they occupy, without the provision of, and access to, appropriate forms of legal recourse, and without adherence to legally established procedures in this law.
- 2) Illegal evictions are hereby prohibited and deemed a contravention of this law.
- 3) Owner of land and home shall be protected from any form of eviction.

Article 61: Protection of IDPs and the Needy People

- 1) Internally Displaced People shall be treated as equal citizens and the local government has the duty to allocate habitable spaces during their displacement;
- 2) Any land allocated collectively for the residence of internally displaced people shall be considered as temporary and shall only be considered permanent through the land allocation procedure prescribed under Article 48 of this law
- 3) Return, relocation, reintegration and resettlement of internally displaced people shall be handled with care and due diligence;
- 4) Internally Displaced People shall not be forcefully returned or relocated unless
 - a. It is in their best interest;
 - b. Interest of the wider population endangered; or
 - c. Public safety or order affected and thus approved by the local council in a decree.

Article 62: Procedure for Lawful Evictions

- 1) Eviction of Internally Displaced People or needy people occupying unauthorised land shall only be justifiable, provided that following rules of procedure applied:
 - a. Existence of substantive justification to be proved by a proposed urban plan or critical development project;
 - b. Adequate notice period of at least 30 days is given, taking into consideration various extenuating circumstances
 - c. Meaningful and inclusive consultation made with affected people on the available alternatives places to relocate them
 - d. The due process provided by this this and other laws shall be observed;
 - e. During eviction and transition, affected people should be accessed to livelihood support.
 - f. The process or the aim should be non-discriminatory and not focused on certain group or clan.
- 2) Affected people have the right to appeal to the Regional Court.

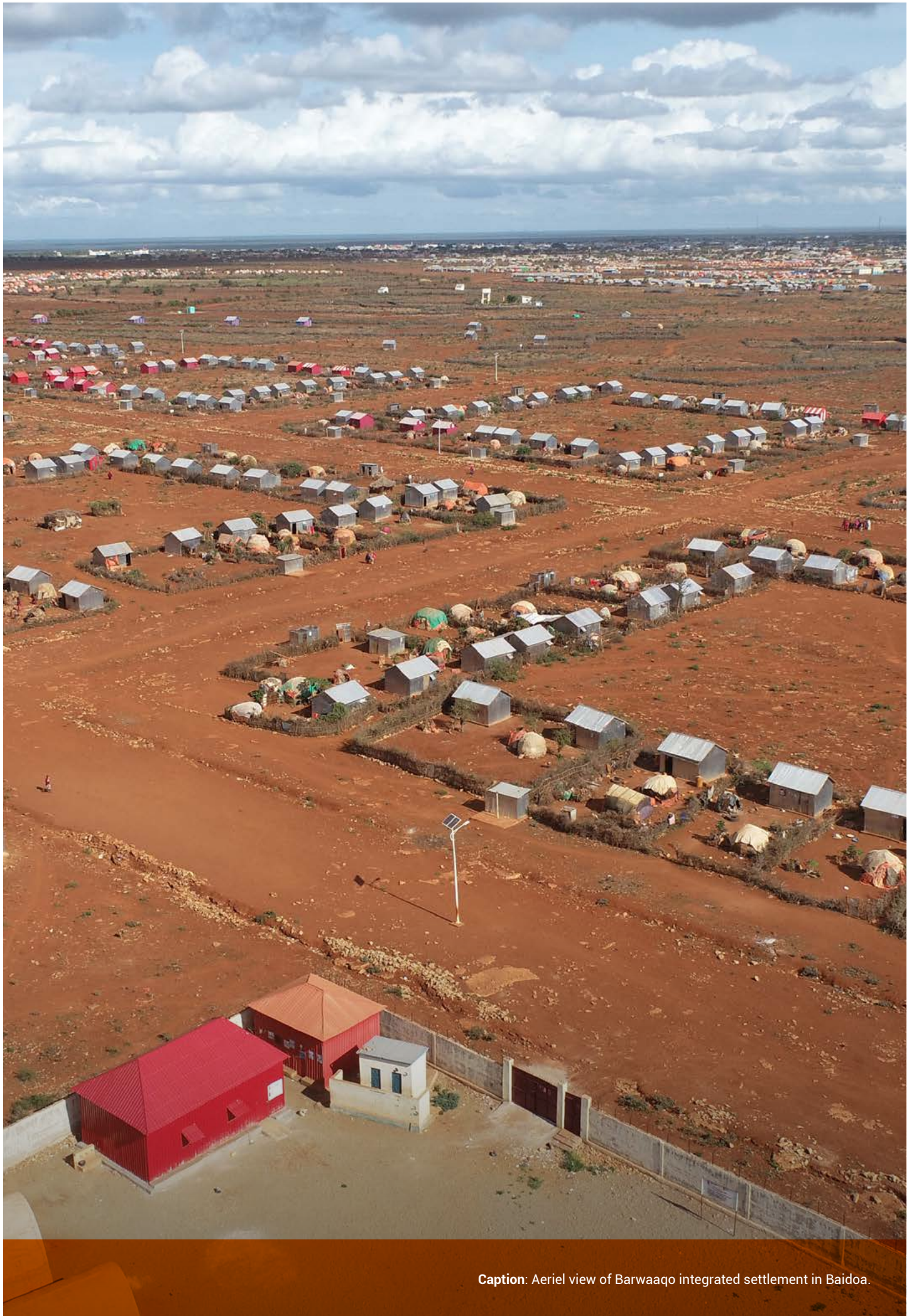
Article 63: Land Dispute Resolution

- 1) At the first occurrence of a land dispute, involved parties may take their case before an administrative tribunal to resolve the dispute and issue an administrative decision. Any party who is not satisfied with the decision of the Tribunal has the right to appeal to the Regional Court of Appeal within one month from the decision.
- 2) The cost of appealing shall be covered by the person disputing the decision of the tribunal, and the fee for handling land disputes shall be obtained by that court.

- 3) Before appearing at an administrative tribunal, parties may choose to have their case heard through customary methods. The administrative tribunal shall consider any decision or fact-finding conducted under the customary method of dispute resolution. Traditional adjudicators may be asked to appear before the Tribunal to participate in the hearing. Parties who refuse to participate in the customary method may argue their case a new in front of the Administrative body.
- 4) Parties appearing before the Tribunal can either have legal representation or be self-represented. If the members of the tribunal feel that any individual or group is at a disadvantage by not having legal representation, they may adjourn and allow for the party in question to seek legal aid provisions.
- 5) The tribunal shall consist of qualified members on land issues, and shall be appointed from the following authorities:
 - i. One independent expert suggested by Ministry of Public Works Chairman;
 - ii. One reputable elder suggested by the Non-State Actors Member;
 - iii. One person from the Local Government Member;
 - iv. One person from the Ministry of Interior Affairs Member;
 - v. One person from the Ministry of Agriculture Member;
 - vi. One person from the Ministry of Religious Affairs Member;
 - vii. One person from the Ministry of Justice Member.
- 6) The members of the tribunal indicated in sub-article 1 of this article shall be suggested or appointed by the respective authorities, after they receive request for the appointment from the Ministry of Interior Affairs.
- 7) Each authority shall submit the name of the person to be member in that tribunal to the Ministry of Interior Affairs. The Minister, to make the tribunal operational, shall issue the list of the names of the tribunal with a Ministerial decree.
- 8) The tenure for the tribunal members shall be two years and may be renewable through the same appointment procedure.
- 9) The local government of the town shall allocate a premise to the tribunal and operation costs, where it can perform its duties.
- 10) The Minister of Interior Affairs shall issue a regulation on the:
 - i. Incentive of the tribunal members;
 - ii. Procedural work of the tribunal;
 - iii. Enforcement of the tribunal decisions; and
 - iv. All other operational duties of the tribunal.
- 11) The executive committee of the local government shall issue fee rates to be paid by the applicants for filing a case;
- 12) For districts where all the agencies in the tribunal are not available, the regulation from the Ministry of Interior shall indicate the number and members of the tribunal.

Article 64: Mediation and Adjudication of the Tribunal

The tribunal may resort to mediation between the disputing parties or may refer relatives or trusted elders of the parties to mediate, and in case no settlement reached, the tribunal will proceed to adjudication and make an administrative decision.



Caption: Aerial view of Barwaaqo integrated settlement in Baidoa.



NORWEGIAN
REFUGEE COUNCIL