

## Position Paper

# Interference of humanitarian operations and services due to HLP issues

25 February 2025

### Purpose and key message

Humanitarian Agencies in Bangladesh are strongly concerned by interference with humanitarian operations and service delivery by financial imposition and claims over land by some host community members in and around the Rohingya camps. This has resulted in closure of facilities including learning centers, control of humanitarian infrastructure, informal charging of refugees for access to services, and demands for illegitimate rent/fees from humanitarian agencies.

The agencies call on relevant authorities to prevent and stop these practices, ensure safe and free access to humanitarian services for refugees, stating the following:

- **Operational continuity is non-negotiable** and humanitarian activities must not be impeded based on political claims, informal pressures, or unresolved civil disputes.
- **State responsibilities must be exercised through lawful channels**, and any land-related concerns should be assessed and addressed by the competent authorities through national legal and administrative procedures.
- **Protection of humanitarian personnel and operations must be ensured**, and the Government of Bangladesh should take active measures to prevent and respond to threats, intimidation, and obstruction affecting humanitarian staff, partners, assets, and programme delivery.

### Host community's interference with humanitarian operations

In recent years, humanitarian agencies in Cox's Bazar have observed a growing pattern of host community members interfering with and affecting humanitarian operations and the delivery of services in and around the Rohingya camps. This, however, comes alongside a far larger HLP caseload directly affecting the refugees, including rental disputes and evictions. The Housing, Land and Property (HLP) Working Group has recorded over 12,000 HLP cases across camps in Teknaf and Ukhiya during 2024–2025, affecting Rohingya refugees and covering key dispute types such as land claims, rental disputes, evictions, boundary encroachment, and involuntary relocation. Over the same period, the HLP WG also documented more than 100 incidents involving host community interference with humanitarian operations across multiple camps, with Camps 15, 16, 12 and 21 reporting the highest number of cases. These cases demonstrate a consistent pattern in which interference is not incidental, but increasingly systematic and linked to claims over land use, boundaries, and control of infrastructure that often result in exploitative practices.

Interference has occurred in different ways, including shutting down, or threatening to shut down humanitarian facilities, taking over humanitarian infrastructure and preventing refugees from access to it, demanding payments from refugees as a condition to access humanitarian services or infrastructure, demanding rents from humanitarian agencies to maintain facilities or continue operations, and restricting staff access or imposing unofficial conditions for work within or near the camp areas. These practices immediately disrupt service continuity and undermine social cohesion, increasing protection risks for refugees who depend on humanitarian assistance. This trend is unfolding in an increasingly constrained operating environment: humanitarian needs are rising and additional land is needed, while the space available for services and infrastructure is effectively shrinking.

In one of these incidents in Camp 12, the host community took over 18 boreholes constructed by humanitarian agencies and, originally, intended to serve both refugees and nearby host community households. The host community members have restricted refugee access to these boreholes unless payments are made, reportedly charging approximately 500 Taka per refugee family per month. The boreholes were intended to support around 200 refugee families, who now face barriers to safe water access. The host community reportedly justified their control through claims that the land had been allocated to them through the Government's Social Forestry Programme [1], hence holding the right to use it and, consequently, right to control.

In another incident in Camp 15, a host community member claimed control over the land where a Women Friendly Space (WFS) was being operated. The individual demanded a monthly payment of BDT 10,000 and threatened to evict/shut down the activity if payment was not made. The matter was temporarily resolved through an agreement under which the respective agency provides BDT 5,000 per month to avoid disruption of services. Similarly, in the same camp, another host community member claimed ownership over a land where a Learning Center was being operated, demanding for rent. When the respective organization did not agree to pay, he locked the facility for several days, disrupting services.

### **Drivers and underlying causes of interference**

While multiple factors contribute to host community interference, including perceived marginalization, economic pressures, prolonged displacement, and environmental challenges, the underlying driver remains the persistence of land-related claims in and around the camp areas. Within camp boundaries and surrounding areas, host community members increasingly claim ownership over land that is currently assigned to Rohingya refugees or used by humanitarian agencies for service delivery. In Teknaf, these claims mainly take the form of private ownership assertions, with individuals stating that the land is privately owned. In Ukhiya, however, most of the cases are linked to land under the Government's Social Forestry Programme, where individuals claim they were allocated parcels and therefore have the right to control access and use of the land.

Under Bangladesh's applicable legal framework, namely the Forest Act (1927), the Forest (Amendment) Act (2000) and the Social Forestry Rules (2004), the Government may allocate portions of forest land to

local communities for forestry management and livelihood support. Such allocations, however, confer a “right to use” rather than full ownership, and must be based on written, recorded permissions/contracts with the Forest Department, which is the custodian authority for social forestry. The permitted use is limited to forestry-related activities (including planting, cultivation, maintenance, and protection of trees), and does not allow construction, land conversion, or tree removal except in limited cases with Forest Department approval. Social forestry land also cannot be rented out, and the “right to use” cannot be transferred to third parties, except to a spouse or legal heirs. In this context, claims that result in restricting humanitarian operations, demanding rent from agencies, or charging refugees for access to services appear inconsistent with the purpose and limitations of social forestry legal framework and, consequently, appropriate intervention of the relevant authorities at district and national level.

Two additional factors further complicate the situation. First, insufficient land demarcation makes it difficult to distinguish between private land from public land, and to determine which areas of forest land are formally allocated under the Social Forestry Programme versus those that are not assigned. This lack of clarity creates space for overlapping and unsubstantiated claims. Second, there is a limited or inconsistent mechanism to verify and resolve land claims, particularly those related to Social Forestry Program. In practice, the Forest Department is the primary authority with the records and technical mandate to confirm whether an individual’s claimed “right to use” over a specific parcel is valid. Where verification and dispute resolution are not timely or accessible, claims are more likely to be pursued through pressure tactics that disrupt services.

In addition, political and economic dynamics can exacerbate these challenges, including cases where individuals reportedly leverage political influence to advance or legitimize land claims in pursuit of financial or other benefits.

### **Position and recommendations**

Humanitarian Agencies consider this situation unacceptable, as it is against the humanitarian principles and harmful to the overall response, exposing refugees to more protection risks, particularly women and children. Humanitarian services must be provided safely, impartially, and free of charge, without obstruction, intimidation, arbitrary interruption, or demands for fees/rent. We believe that humanitarian actors scaled up operations in Cox’s Bazar, after the 2027 influx, at the request and facilitation of the GoB. That engagement has been premised on the GoB’s responsibility to maintain the minimum enabling conditions for humanitarian action, including safe and predictable access, freedom of movement for authorized humanitarian personnel and supplies, and the ability to implement activities without interference.

Accordingly, any land-related claims, whether concerning title, land use, or compensation—must be assessed and addressed by the competent authorities through lawful and transparent national procedures and must not result in any obstruction of humanitarian programming. Land issues should be dealt with through separate channels, while the GoB ensures continuity of humanitarian operations and protects

humanitarian personnel, assets, and beneficiaries from threats, intimidation, and pressure to make payments as a condition for accessing services. The following points are recommended to the relevant authorities and the humanitarian agencies:

**The relevant authorities to:**

- Prevent facility shutdowns, the takeover of humanitarian infrastructure, and informal charging, and restore safe and uninterrupted access to affected services and infrastructure, including the 18 boreholes in Camp 12.
- Take steps to prevent any payments demanded from refugees to access services/infrastructure, as well as any rent/fees demanded from humanitarian agencies to continue operations.
- Address land-claim issues through clear land demarcation and clarification of ownership status in camp areas, and—where feasible and in line with Government policy—provide appropriate compensation/mitigation for host community members affected by humanitarian infrastructure and operations and the overall refugees' settlement, regardless of formal ownership or established use-rights.
- Establish a fast and effective mechanism to verify claims, especially “right to use” claims under Social Forestry Program, through the Forest Department’s records before any restriction on services or facility operations is allowed.
- Establish a structured dialogue platform at the camp level bringing together host community representatives, CiCs, the Forest Department, and humanitarian agencies to address issues early enough and prevent escalation.

**To the humanitarian agencies:**

- Humanitarian partners should conduct robust HLP due diligence during project design and systematically reflect HLP risks in project risk matrices and mitigation plans to prevent disputes in the longer term.

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[1] The Social Forestry Programme is a system under which Bangladeshi citizens may be granted access to a parcel of forest land for a specified period to support livelihoods, while maintaining the land’s forestry purpose. Under Bangladesh’s national legal framework, the Government may allocate designated portions of forest land for this purpose; such areas are referred to as “social forestry land.”