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FEASIBILITY OF THE NATIONAL LAND POLICY SOLUTIONS TO RESOLVE THE MAILO LAND IMPASSE

FINAL REPORT

RELAPU

Responsible Land Policy in Uganda

giz Deutsche Gesellschaft
für Internationale
Zusammenarbeit (GIZ) GmbH

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EXECUTIVE SUMMARY

This study explored the perception, understanding, and application of the four options proposed by the National Land Policy (NLP) to disentangle the multiple, overlapping, and conflicting interests and rights of Mailo Land Tenure and Native Freehold Tenure. The four options are; (a) Land sharing - the landlord and tenant agree to share the occupied land. (b) Buyouts - either party buys out the rights of the other party to obtain exclusive ownership of the land. (c) Leasing - the tenant enters into a formal agreement with the landowner to obtain a lease for the specified period on terms and conditions agreed (d) Certificate of Occupancy for which the registered landowner consents to grant occupancy rights through a formal legal document reflected as an encumbrance on the title.

Buyout is the most popular, well-known, appreciated, and applied option. It is ranked in this manner because it resolves the tenant-registered landowner relationship, disentangles the multiple rights, and results in full and exclusive land rights to either party that executes the buyout. Land sharing is moderately practiced, and its benefits are not well known, although it is preferred by the landowners. For tenants, it is affordable and does not require cash to transact. Certificates of Occupancy (COOs) have only been issued in the GIZ project, in the districts of Mityana, Mubende, and Kassanda. Registered landowners are positive to increased payments of busuulu as tenants regularize their interests on land and arrears of both ground rent and recognition fees ('kanzu') collected as a result of the process of issuing Land Use Inventory Protocol (LIP) preceding the CoOs. Leaseholds on mailo are the least understood, practiced, and appreciated option by both landowners and tenants, except by the Buganda Land Board.

The practices of paying busuulu (ground rent) and mediation are more widely known than the four policy options for maintaining amicable and harmonious relations between the tenant and registered landowner. Paying of busuulu or ground rent is less recognized for its legally prescribed role of maintaining a tenancy, qualification for a COO, a buy-out or lease, or land-sharing but is perceived more as an option rather than a condition for recognition. The number of tenants on mailo tenure continues to grow due to inheritance or division practices in which current Kibanja holders continue to share, give away, and subdivide between families and extended families or sale to purchasers. More than 30% of the land transactions on the Kibanja by tenants are concluded without the consent of the registered landowners, making such transactions illegal, from the survey 50% of these are in Kayunga District. Sensitization is recognized as essential in the implementation of the 4 options. This needs to be ongoing given the number of emerging issues and responding to unintended issues that need to be regularly addressed on a continuous basis.

On gender, it is striking that both male and female tenants consider buyouts and COO acquisitions the most affordable. It is outstanding that female tenants invest in land improvements at a rate of 45% compared to male tenants at 37% per acre as a percentage of income per acre. The rate of investment of incomes in production per acre is higher among tenants in the LIP (42%) than in the non-LIP areas (38%). Importantly, this is plough-back income but not credit. The gap between the LIPs issued and CoOs completed is large and shows low levels of completion which are impacted by an outdated land registry and

challenges of succession in respect of identifying a true landowner to grant consents to land transactions.

The size of Kibanja held is 0.9 acres across the study districts except for Butambala and Mityana which stand at 1.4 acres. Whereas the tenants are exercising effective use of their Kibanja (80%-100%) in all the study districts, the registered landowners are locked out of the utilization of the land they own. The landowners agree that there is no land use impasse instead there is a 'land development impasse.' Landowners prefer the purchase of their Mailo interests in land. It is about how, when, and where this can be achieved. Low rate of absentee registered landowners of about 25% of lands occupied by tenants. The overall incidence of conflicts and disputes is 16%. According to landowners, they are more affected by the severity than the prevalence, sometimes even resulting in death. From the survey, landowners are associated with evictions at 47.6% and contestations of inheritance and land documents at 37.5%.

Both Banks and SACCOs accept both sale agreements and LIPs as collateral to secure loans. LIPs have led to an increase of 75% to 100% in land prices in Kassanda (one acre from 4.5m to 7M) and Mubende (one acre from 2 to 4M) and the increased loanable amount increased by over 180% in Mubende (from 3.5M to 10M per acre) and Kassanda (from 2m to 7M). Obtaining the consent of the landowner before granting a loan to a Kibanja holder is the most challenging in accessing financial services. Both tenants and landowners are challenged with the completion of transactions under all the NLP 4 options, that require consent, endorsement, or grants by the current landowner as reflected on the register of titles.

Fraud at the Administrator General's office on private mailo/ LCs are unable to verify the current landowners, especially the successors – some new owners are not keen to continue tenancies. Access to technical and professional land services – impunity continues unchecked because there is no individual liability (interdiction, reprimand, caution and suspension by the public service commission are ineffective). Political offices prioritize the directives of the executive on land matters over legal provisions with respect to tenants and registered landowners.

The proposed abolition of mailo tenure is a consistent message to tenants and landowners from the political leadership of the Ministry responsible for lands. However, it was observed that this proposed abolition may not resolve the underlying issues failing the peaceful co-existence of tenants and registered landowners on this tenure. The government needs to have a more balanced approach to both tenants and registered landowners, listen to both sides, and bring them together to reach a consensus on how to live together, rather than inclining to either of the two, which has not been helpful and has no good results to show

Churches both Anglicans and Catholics never collect busuulu to avoid legitimizing or legalizing any claims by occupants, squatters, or encroachers on their land and consistently remind occupiers of their status verbally or in written form. However, they are challenged by the overwhelming number of occupants on their lands.

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In respect of the Buganda Land Board, a census of tenants by a registered landowner is an excellent starting point in offering a workable solution to regularizing the co-existence of the two parties on Mailo land. There are lessons with respect to the standardization of documents and the non-eviction of tenants.

Landowners recommended that the government set a specific measure in a time-bound way and rally all tenants to buy themselves out in a specific period just as Buganda Land Board did, with the promotion of kyapa mugalo! For that specific period, landowners must be sensitized before and a package of incentives such as subsidized rates of survey, waiver of stamp duties, fees, or taxes on transactions, etc. is also included. One of the suggestions for improving this relationship is the systematic mapping of boundaries and lands that tenants holdings or claims are established and known.

ACRONYMS AND ABBREVIATIONS

ALC	Area Land Committee
BLB	Buganda Land Board
CBO	Community-Based Organization
COO	Certificate of Occupancy
CEDP	Competitive Enterprise Development Project
COO	Certificate of Occupancy
CSO	Civil Society Organization
DLB	District Land Board
DLO	District Land Office
GIZ	Deutsche Gesellschaft für Internationale Zusammenarbeit
GLTN	Global Land Tool Network
GoU	Government of Uganda
IAP	Implementation Action Plan
LG	Local Government
MLHUD	Ministry of Lands Housing and Urban Development
NELGA	Network of Excellence on Land Governance in Africa
NEMA	National Environment Management Authority
NLIS	National Land Informational System
NLP	National Land Policy
RELAPU	Responsible Land Policy in Uganda
SDGs	Sustainable Development Goals
SLGA	Strengthening Advisory Capacities for Land Governance in Africa
ToRs	Terms of reference
UCOBAC	Uganda Community Based Association for Women and Children's Welfare
UNRA	Uganda National Roads Authority

1. INTRODUCTION

1.1 Background

The National Land Policy of Uganda, as adopted in 2013, gives a clear policy statement in paragraph 44 that: "The Government shall resolve and disentangle the multiple, overlapping and conflicting interests and rights on Mailo Land Tenure and Native Freehold Tenure". This position of the NLP was taken in response to;

- i. tackling the persistent Uganda's land question as a result of a colonial legacy that bequeathed overlapping, multiple, and conflicting tenure rights.
- ii. continued contestation of the definition of rights accorded to bonafide occupants in the Land Act (Cap 227) by the registered mailo owners.
- iii. unsuccessful statutory protection accorded to the bonafide and lawful occupants and their successors against arbitrary evictions for failure to pay prescribed nominal ground rent in the Land Amendment Act (2010). A rent that was largely ignored by the registered landowners.
- iv. Escalating evictions, land disputes, and conflicts created a land use deadlock between the tenants and registered landowners, as the prescribed tenant-landlord relationship regulated by law failed to take hold.

The NLP therefore proposed four options to resolve these issues:

1. Land sharing - the registered landowner and tenant agree to share the occupied land. The tenant relinquishes part of the occupied land to the registered landowner in exchange for a land title for the remaining land.
2. Buyouts - either party buys out the rights of the other party to obtain exclusive ownership of the land. Either the tenant buys out the registered landowner's rights and acquires a Mailo title, or the registered landowner buys out the tenant's occupancy rights.
3. Leasing - the tenant enters into a formal agreement with the registered landowner to obtain a lease for the specified period - the registered landowner offers a legal document in which the tenants' rights are limited to the duration of the lease. The tenant pays the premium and ground rent for the lease period.
4. Certificate of Occupancy – to maintain an amicable and harmonious relationship between the registered landowner and tenant, for which the registered landowner consents to grant occupancy rights through a formal legal document "the certificate of occupancy", reflected as an encumbrance on the Mailo certificate of title for the registered landowner. The tenant pays the landowner an annual nominal ground rent set by the district land board.

In these four options, the NLP is anticipated to attain the lowest political, social, and economic costs.

1. an amicable and harmonious relationship in which the tenant and the registered landowner co-exist by legally and formally splitting the bundle of rights into occupancy-use rights and ownership rights.
2. gradual or progressive restoration of the integrity of Mailo tenure by supporting either of the parties (registered landowner or tenant) to reach a point of holding full and exclusive rights in a totality bundle of rights and interest over the land they occupy or in their possession.

1.2 Research Questions

In this assessment carried out in six districts – three of which are project areas for the GIZ/RELAPU project and three served as control sites for comparative purposes, the central issue was tenure security (which is a combination of law, practice, and perception) derived from the four options provided by the NLP for both the tenants and the registered landowners. The main research question was:

What is the feasibility of the 4 options (of buyout, lease, land sharing, and certificates of occupancy) proposed on Mailo tenure in the National Land Policy?

The specific research questions included the following.

- 1. How do tenants and registered landowners perceive each of the four options in the NLP to secure their land rights under Mailo tenure?*
- 2. What are or would be the determinants of implementation pathways (success factors and challenges) for each of these NLP propositions?*
- 3. What other alternatives to these options exist and are being practiced by registered landowners and tenants?*
- 4. What are the lessons from the RELAPU pilot, and what bearing do these have on a possible way forward?*

A detailed research methodology including lines of inquiry is included in Annex 1.

This research report is arranged in chapters with key findings presented according to the research questions. This is followed by a chapter that summarizes the key findings and discusses their general implications, then makes specific recommendations on the way forward for the National Land Policy.

FINDINGS

2. PERCEPTIONS

2.1 THE FOUR POLICY OPTIONS BY THE TENANTS AND REGISTERED LANDOWNERS

The exploration of tenants' and landowners' perceptions of the four policy options considered five aspects of practice and understanding: (a) knowledge of the option, (b) acceptability of the option (c) fairness of the option, (d) credibility and (e) preference for use or application between the options. Additionally, how women's rights and opportunities are enhanced or disfavored by the various options for securing their tenure. At the end of this chapter, the overall observations in respect of perceptions on each option are summarized and a discussion of implications then follows.

Table: Overall Ranking of Options by Tenants

<i>Measures of Perception</i>	<i>Knowledge</i>	<i>Acceptability</i>	<i>Fairness</i>	<i>Credibility</i>	<i>Use Preference</i>
Ranking by Tenants					
(a) Buyouts	1	1	1	1	1
(b) COOs	3	2	2	2	3
(c) Land Sharing	2	3	3	3	2
(d) Leasehold	4	4	4	4	4

Source: Tenants Rapid Survey

Table: Overall Ranking of Options by Landowners

<i>Measures of Perception</i>	<i>Knowledge</i>	<i>Acceptability</i>	<i>Fairness</i>	<i>Credibility</i>	<i>Use Preference</i>
Ranking by Registered landowners					
1. Buyouts	1	1	1	1	1
1. Land Sharing	2	2	2	2	2
2. COOs	3	3	3	3	3
3. Leasehold	4	4	4	4	4

Source: KIIs and FGDs

a) Knowledge of the Options and their Practice

Findings from the rapid survey, informant interviews, and focus group discussion are in unison that the most known option of the four in the NLP is the 'buyouts' amongst both tenants and landowners. It is also the most widely practiced option by both the tenants and landowners across the six study districts, without distinction of whether the locations were GIZ project areas or not.

The second-best known option is land-sharing, which to a very large extent is preferred by landowners as a natural choice for tenants who cannot afford to buy out their Mailo interests but are interested in acquiring documentation. It is considered a reasonable option for tenants holding large tracts or acreage of land (above 5 acres), that are under-utilized, which can be released back to the landowner in exchange for full and exclusive land rights in

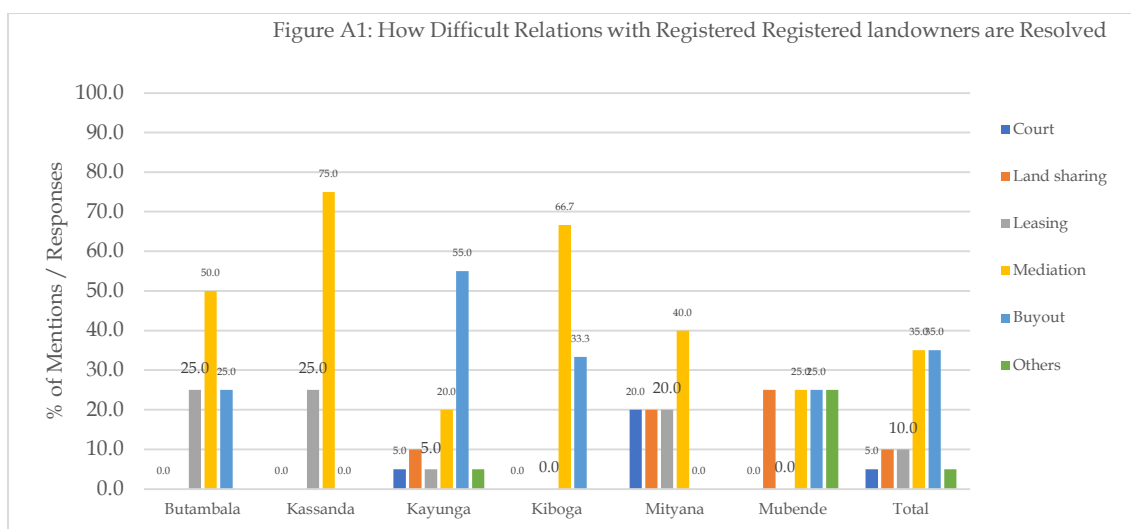
a formal Mailo title. However, most tenants view this option as a starting point or a procedural stepping stone for a buy-out and not a standalone option.

The Certificates of Occupancy (COOs) are mostly known in areas where GIZ/ILGU has intervened by both tenants and registered landowners. This option is for the moment limited to the beneficiaries of the GIZ/RELAPU project in Mityana, Mubende, and Kassanda districts. So far, 93 COOs (20 females, 63 males and 9 have been issued to joint holders). These numbers are likely to increase in the short term as the 84,190 Land use Inventory Protocols (LIPs), issued in the project area are continuously graduated to COOs.

Leasing is the least known and lesser practiced option. It is hardly understood as an option that can be pursued under Mailo by both tenants and registered landowners. However, in locations where Buganda Land Board operates, it is fairly well known because of the “Kyapa mu ngalo” campaign, especially in Butambala and Kiboga Districts.

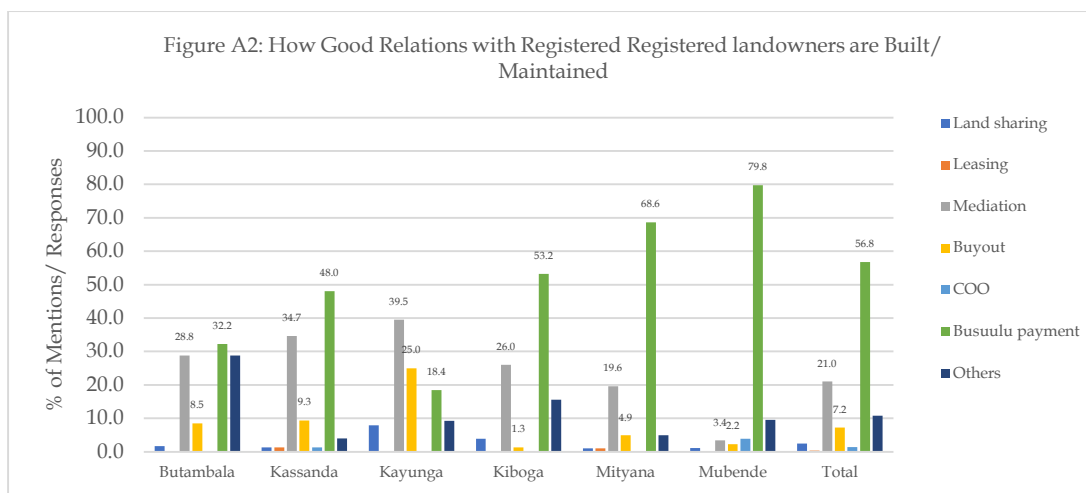
Overall, buyouts and land sharing are also most known because they are options of choice and feature prominently in resolving difficult relations between the registered landowner and tenants. In Figure A1, results from the survey show that.

- i. Mediation is the leading form of intervention in resolving complex relations between tenants and landowners. Whereas mediation is a process where the end result in respect of the options in the NLP is either a buyout or land sharing, sometimes court decisions also lead to the same end result of either buy-outs or land sharing. Mediations are at the lowest in Mubende district but feature highly in all the other districts of the study.



Source: Rapid Appraisal Survey, June 2023

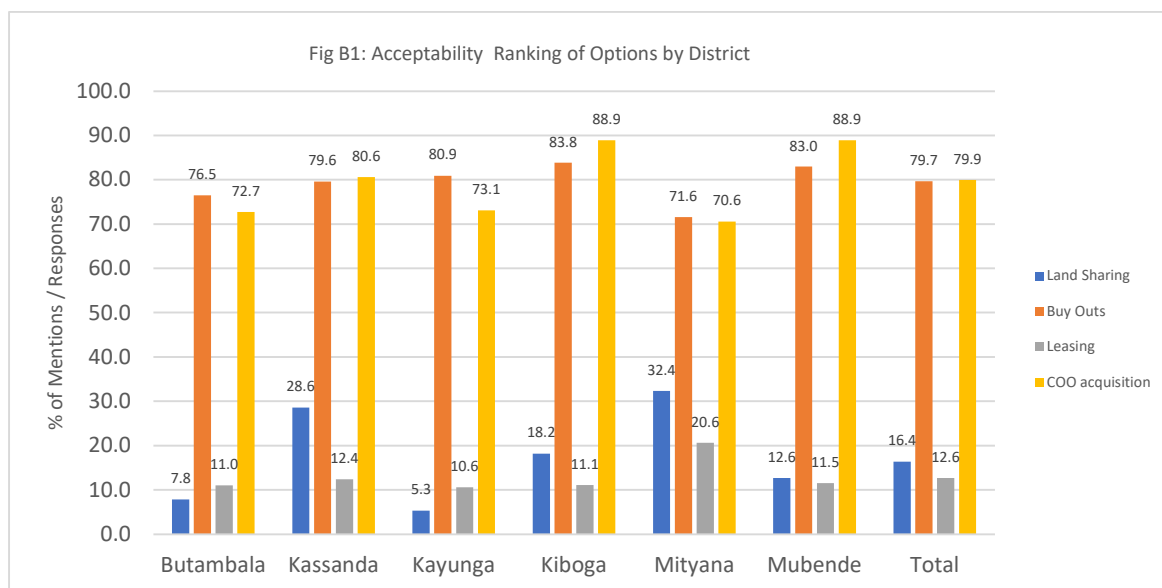
- ii. The practices of paying busuulu (ground rent) and mediation are widely known compared to the NLP options in building and maintaining amicable and harmonious relations between the tenant and registered landowner as shown in Figure A2. The payment of ground rent particularly is perceived as an option in its own right rather than a condition for the tenant to be recognized as a tenant, to maintain a tenancy, or qualify for a COO, a buy-out or lease, or land-sharing.



Source: Rapid Appraisal Survey, June 2023

b) Acceptability of the Option

Buyouts are still the most outstanding option on acceptability for both tenants and landowners, whereas their second choices differ, with tenants rooting for COOs and landowners preferring land sharing as the second-best choice. This difference in second choices is associated with (i) the clarity on the extent of completeness of the bundle of land rights conferred (b) the likelihood of reduction in disputes or conflict when the option is applied (c) the extent to which an option is able to capture the value of the land in question and the extent to which the option makes both parties more accountable and clearer on both the rewards and penalties in the tenant-registered landowner relationship.



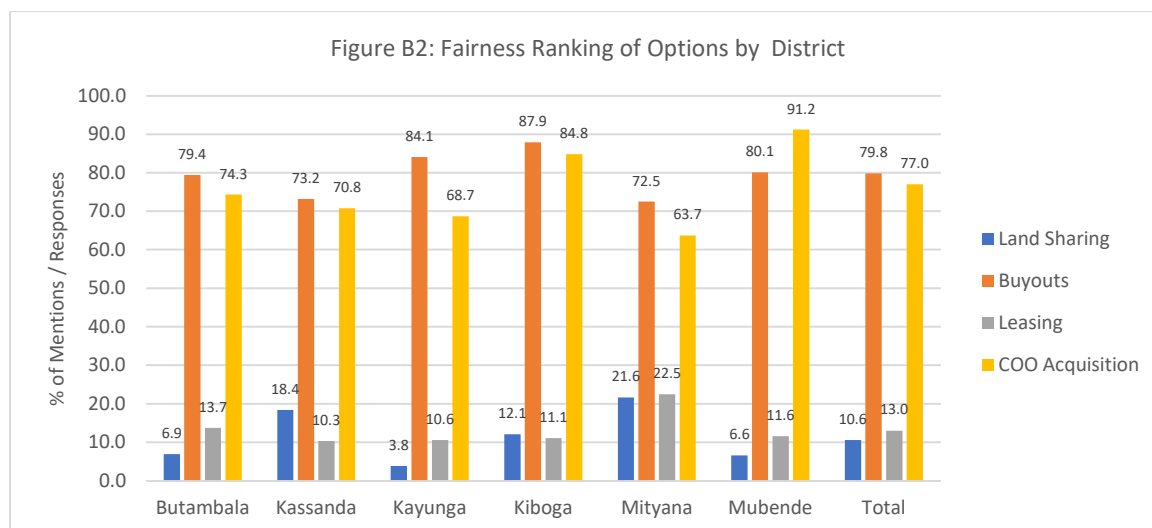
Source: Rapid Appraisal Survey, June 2023

Acceptability amongst tenants has a universal pattern with the dominance of buys and CCOs across the 6 study districts in both, the locations where GIZ/RELAPU has and has not intervened as demonstrated in the figure in Figure 1b (based on the Likert scale). For each of the options, the following reasons are advanced for their rankings.

Tenants	Landowners/Registered landowner
<u>Buy-outs:</u> <ul style="list-style-type: none"> confer full and exclusive land rights, ending disputes and conflicts, and the threat of evictions. In the case of compensation for public projects, they capture the full value e.g., the EACOP pipeline in Mubende. 	<u>Buyouts:</u> <ol style="list-style-type: none"> For the registered landowner, buy-outs are one-offs, where they get full value for the land as opposed to low proceeds from ground rent, late payments, refusals to pay, and high costs of collecting ground rent/ busuulu. Buyouts put an end to the conflictual and hostile relations with tenants.
<u>COOs:</u> <ul style="list-style-type: none"> most accepted as formal recognition by the landowner. Fixed annual nominal ground rent is affordable for those who cannot afford the lump sums for the buy-out. 	<u>COOs:</u> <ol style="list-style-type: none"> Eliminates new illegal tenancies, and guards against further encroachers/squatters. Able to collect recognition fees (kanzu) and fees for consent to land transactions - assists with the recovery of ground rent arrears. Streamlines the terms and conditions of tenancy - ascertain the number and status of tenants and acreage, whom to pay ground rent, and makes it easy to evict tenants who do not comply.
<u>Land Sharing:</u> <ol style="list-style-type: none"> Implies losing part of the kibanja (reduction in size), often losing the most fertile parts, the most accessible parts, and the most established/developed locations (coffee, bananas, trees). The process is risky – identifying true landowners and uncertainty of outcome as shares/ratios are not regulated by policy, law, or regulations. 	<u>Land Sharing:</u> <ol style="list-style-type: none"> Landowners can recover part of their land, but it is difficult to implement because of low levels of understanding amongst tenants. Not viable for small parcels of land.
<u>Leasing:</u> <ul style="list-style-type: none"> Least accepted and not commonly practiced on private mailo, the only example is with Buganda Land Board. Questions of swapping perpetual land rights to fixed-term rights. Uncertainty upon expiry, of automatic reversion to tenancy and appreciating values of land, makes negotiating new terms for renewal challenging. 	<u>Leasing:</u> <ol style="list-style-type: none"> Limited experience of how lease operates on private mailo land. The only experience is related to 'Kyapa mungalo' on Kabaka's land and official estates managed by the Buganda Land Board. References made to such leases being possible on government land and public land in Buganda

c) Fairness

In responding to the inquiry on fairness, both tenants and landowners considered who initiates the application of any of the options and the rules of engagement in pursuing a particular option as the determinant of its fairness. Overall tenants considered buyouts and COOs to be the fairest options as demonstrated in Figure B2. Leasing was least rated because it is unknown and yet to be practiced by tenants.



Source: Rapid Appraisal Survey, June 2023

Despite these scores, both tenants and registered landowners identified a number of challenges associated with buyouts. It was pointed out that when a landowner initiates the buy-out process, the values offered to tenants are lower than the market price for the purchase of their tenancy interests. Likewise, when tenants approach landowners to sell their interests to them, there is a reluctance to purchase at market value.

Tenants, however, were specific about the following issues on buyouts.

- i. With regard to the terms for payments, landowners preferred lumpsum payments rather than installments often offered by tenants. Tenants referred to instances in which registered landowners set exorbitant buyout prices to prevent them from affording buyouts to force them off the land.
- ii. Changes in the purchase price by registered landowners were also common when tenants paid in installments over a longer period of time. As the land values appreciate and the market rates for the land rise, the landowners feel justified in increasing the purchase price, setting aside the terms and conditions agreed in the buyout agreements.
- iii. Buyout negotiations were considered to be protracted, and the subsequent subdivision and titling process were drawn out leading to low completion rates.
- iv. In negotiating buy costs, landowners omitted the costs for titling in the pricing of the tenancy, whereas tenants assumed it was included, leading to disputes and conflicts, significantly delaying the completion of the process, and lowering the completion rates for buy-outs.

The land-sharing option was considered by registered landowners to be fair to tenants who hold sizable acres of land (often 5 acres or more) but cannot afford to pay lumpsum for a buyout. In the selection of areas to share, landowners choose the most productive/fertile locations, or those that are already developed, cleared for cultivation, or holding additional lucrative or beneficial resources such as sand, murram, or mature trees thus making land sharing an unfair option to the tenants.

Land sharing was said to lack clarity on the ratios for sharing by both registered landowners and tenants. For this, it was the most unfair option for tenants, as the ratios for sharing

were often guided by the inclinations of the registered landowner, leaving less room for negotiation given the imbalance of power between the two parties in the negotiation process. The NLP in setting out this option never articulated the ratios for sharing nor did it provide for their regulation through administrative or regulatory actions. The basis on which negotiation of rates can be set remains unclear. The powerful party in the negotiation carries the day.

Most tenants preferred to follow the precedent set by the Uganda Road Authority in compensation for tenancies on land acquired for public work, where the ratio of 30% goes to the landowner and 70% is given to the tenant in respect of the land acquired. However, this argument is blind to the fact that the consideration for the parties involved in this compensation differ, as the tenant is compensated for developments (arising from current use and occupation) of the land while the landowner only receives a titular value of 30% for being the holder of the registered title. In land sharing the consideration is for the full bundle of rights for either party rather than a division of values according to elements of the bundle or rights held by a particular party.

Tenants on the other hand considered the acquisition of COOs to be fair because it is affordable with the only condition being the payment of nominal ground rent. However, COOs are rated low by landowners due to the low rates of nominal ground rent and low proceeds confined to specific charges and fees, mostly recognition fees (kanzu), ground rent (busuulu), and consent fees to land transactions. This is in comparison to earnings or incomes derived from the land by tenants, especially those holding larger tracts of land. A common example used by landowners who were respondents in this study to demonstrate the unfairness, was how much a tenant can earn annually from cultivating coffee or indeed any other annual crops such as maize, beans, ground nuts etc., and irrespective of land size, only remit a nominal rent as a payment to the landowner despite earnings in millions of shillings.

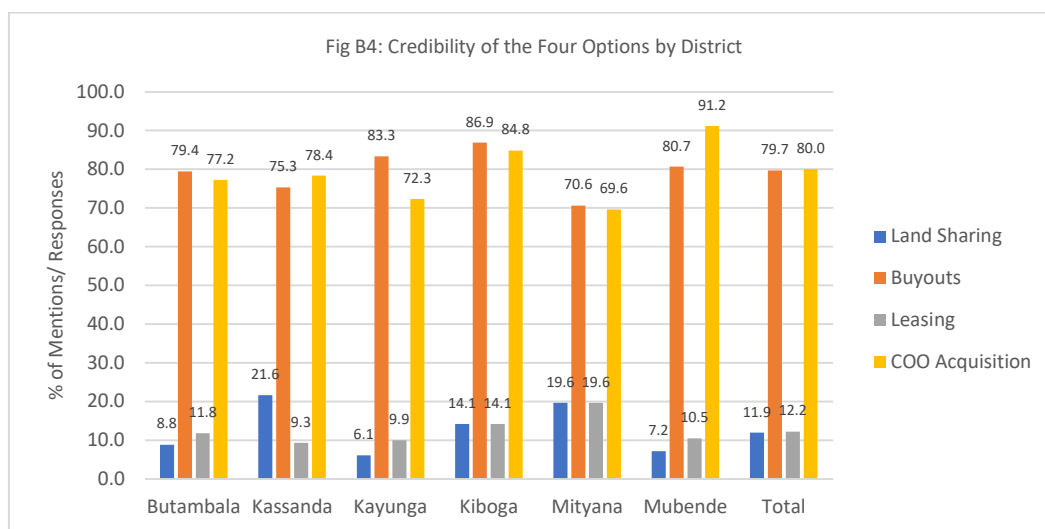
d) Credibility

The credibility of any option was considered in terms of reliability and trust with which a desired outcome for the tenant or landowner could be obtained.

Even though Buyout were trusted by tenants, their reliability was reduced due to low levels of completion. The landowner hardly completed the buyout process on time to deliver titles to tenants who purchased their rights. This delay and draw-out ended up being costly for tenants. Tenants found landowners to be unpredictable and unscrupulous because of not keeping their part of the bargain when it came to land sharing and taking as much land as possible from the tenants under such an arrangement. Tenants accused landowners of taking immediate possession after negotiations and disposing of the relinquished part of the *kibanja* holding, without delivering the land title to them. In this respect therefore tenants found COOs to be a more credible option than land sharing.

For the landowners the buyout was still the most credible option, but COOs are also found to reduce the cost of collection busuulu and ease access to tenants, making the maintenance of the registered landowner-tenant relationship easier, the probability of the tenant/registered landowner relationship deteriorating in case of breach of conditions such

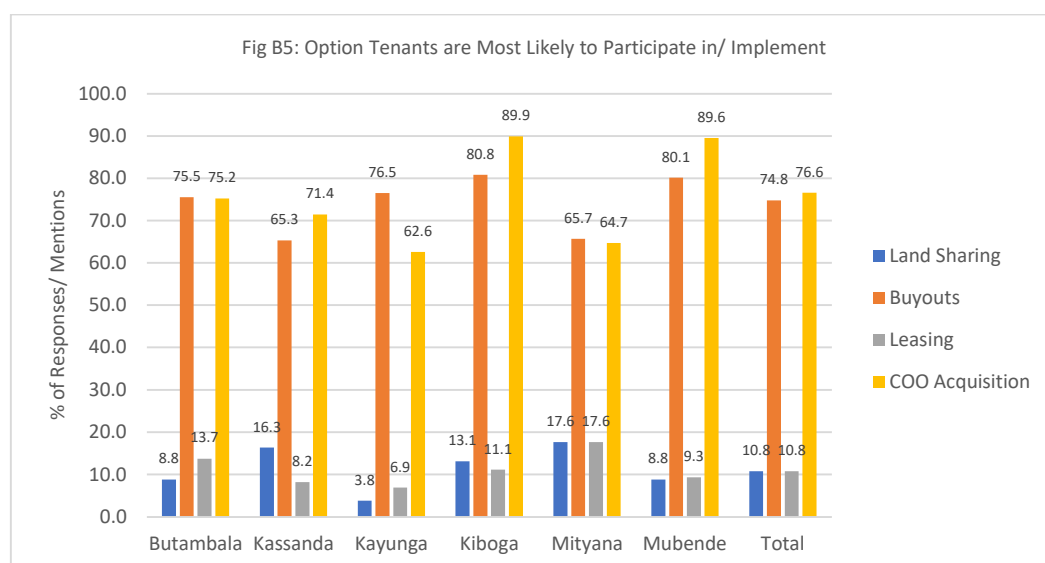
as failure to pay busuulu or change of landowner is low when there is interaction. However, registered landowners raised questions about the guarantee of COOs given by the different actors that are not government agencies such as GIZ/ILIGU or BLB.



Source: Rapid Appraisal Survey, June 2023

e) Preference (Most Likely to Use)

The ranking for preference was established using the measure of any option that the tenant or landowner is most likely to use for any land transaction anytime. Tenants still ranked buyouts as the most preferred option followed by the acquisition of COOs, as illustrated in Figure B5. However, for tenants, buyouts are on the rise, because tenants are fearful of turbulence associated with evictions, which forces them to pursue the option of buying. However, there is no sense of safety in the purchase until the title is received by the tenant. Once payment is completed for the buy-out, the landowner is either slow in effecting a transfer or avoids making this final step to complete the buyout transaction to the disadvantage of the tenants who have purchased their rights. COOs provide the advantage of stabilizing the registered landowner-tenant relations and regularizing the presence of tenants which cannot be denied by the registered landowner.



Source: Rapid Appraisal Survey, June 2023

Registered landowners prefer buy-out because of lumpsum payments and because it gives finality, and substantially reduces conflicts. Land-sharing is not widely used by tenants as terms and conditions for its use are unclear. However, it is preferred by landowners because it is the most practical way of getting back their land. Land sharing has not been well implemented and is allegedly used by registered landowners to grab land from tenants before fulfilling the terms set in negotiations and land-sharing agreements.

2.2 STATUS OF THE REGISTERED LANDOWNER-TENANT RELATIONSHIP

According to the National Land Policy 2013 and the Land Act Cap 227, the Registered landowner-tenant relationship is regulated with the following: (a) the payment of nominal ground rent by the tenant to the registered landowner, (b) consent to land transactions by the landowner (c) the grant of the right of first priority to transactions by either party, the landowner, or tenants.

a) Categorizations of Tenants

The study used a deductive approach to estimate the proportions of tenants that are either bonafide, lawful, or illegal/ unsure of their tenancy, first, by using conditions in the definition of a bonafide occupant as described in law and secondly, by comparing tenancy descriptors as interrogated in the rapid appraisal survey. The result shows an overall estimate of bonafide tenants at 12.9% across all study districts, highest in Kayunga at 20.8%, followed by Mityana at 13.6%, Kassanda at 12.9%, Mubende at 11.6%, Kiboga at 10.6% and lowest in Butambala at 6.4%. The pattern of these proportions is associated with those attesting to their tenancy ever being challenged, as shown in the Table below.

	Butambala	Kassanda	Kayunga	Kiboga	Mityana	Mubende	Total
I know I am a tenant on this parcel	91.1	91.9	96.9	100.0	92.2	98.9	95.7
I know I am a lawful tenant	65.3	68.7	70.1	81.4	81.6	88.9	77.3
I know I am a bonafide occupant	38.6	24.5	37.6	30.4	40.2	24.7	32.0
I accessed this parcel before 1995	35.9	37.4	38.4	37.7	46.9	18.2	34.1
I accessed this parcel before 1983	29.5	24.5	17.5	27.2	33.3	6.6	21.2
My access to this parcel has ever been challenged	14.3	22.2	14.6	12.7	12.1	3.3	12.2
I know the registered owner of this land.	61.2	57.7	73.5	76.5	77.3	89.5	74.6
Proportion of Bonafide occupants/ tenants	6.4	12.9	20.8	10.6	13.6	11.6	12.9
Proportion of Lawful occupants/ tenants	63.3	63.2	71.8	78.9	79.4	89.2	76.0
Proportion that is Unsure of their tenancy status	30.3	23.9	7.4	10.5	7.0	-0.8	11.1
	100.0	100.0	100.0	100.0	100.0	100.0	100.0

Source: Rapid Appraisal Survey, June 2023

It is essential to understand that the estimate of lawful tenants as estimated above considers that a person knows that they are tenants on a particular parcel, are the registered landowner, and perceive themselves as lawful. Notably, although they are on mailo tenure, the proportions of persons unsure of their land rights (can neither describe themselves as bonafide nor lawful) are surprisingly high in Butambala at 30% and Kassanda at 23.9%.

b) Acquisition of Kibanja (Tenancy)

Findings from the survey in the 6 districts, show the average age of 50 years for tenants, many of them having resided in their respective communities and locations for an average of 30 years, with those in Mubende and Kassanda holding at least two (2) parcels of land on average, while in other districts, they hold only one (1) parcel, on average as shown in Table 2.2A.

Table 2.2A: Tenant's Age, Years Lived in the Village and Parcels Held by District

Average (Median)	Butambala	Kassanda	Kayunga	Kiboga	Mityana	Mubende	Total	Control	Intervention
Tenants Age	52	54	51	50	55	42	50	51	49
Persons in Household	5	6	7	6	5	6	6	6	6
Years Lived in the Village	40	35	30	32	42	20	30	33	26
Years of Marriage	17.5	21	20	17	20	18	18	18	18
Parcels of land held	1	2	1	1	1	2	2	1	2

Source: Rapid Appraisal Survey, June 2023

Table 2.2B: How access to land parcel was gained by Tenants by District

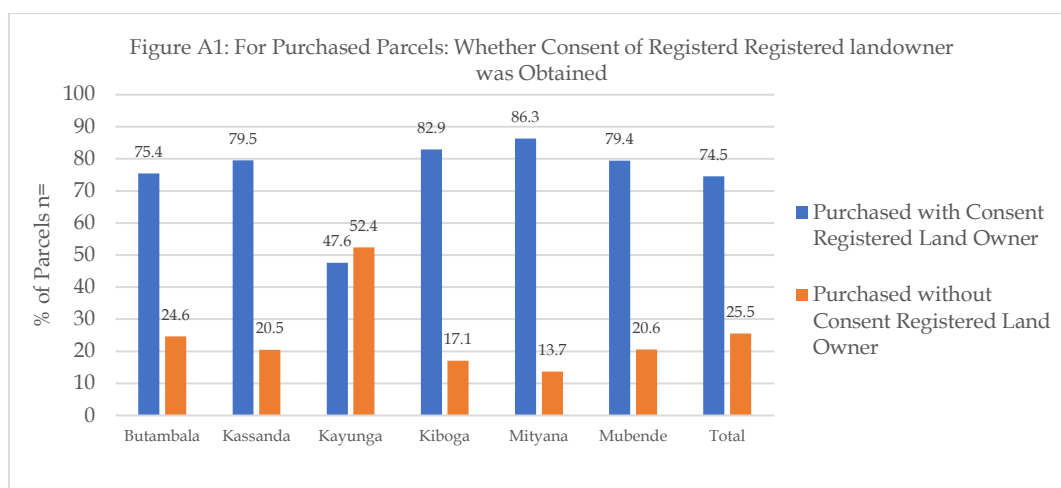
(Ranks as % of Multiple Responses)	How access was gained to Parcels								
	Butambala	Kassanda	Kayunga	Kiboga	Mityana	Mubende	Total	Control	Intervention
Purchase	51.4	73.5	73.0	62.5	60.8	86.6	70.2	63.2	76.1
Inheritance	21.6	17.7	9.9	17.9	29.2	6.9	15.9	15.9	15.9
Just settled	0.9	0.9	0.7	0.0	0.8	0.5	0.6	0.5	0.7
Granted	26.1	8.0	16.3	19.6	9.2	5.9	13.3	20.3	7.4
Total	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0

Source: Rapid Appraisal Survey, June 2023

Contrary to the commonly held belief that inheritance is the dominant form of transmission of land, survey results show that, most parcels (70.2%) in the study areas were acquired through purchase, the highest number of purchases registered in Mubende at 86.6%, followed by Kassanda and Kayunga at over 70%. However, inheritance is prominent in Mityana (29.2%) and Butambala (21.0%); Kassanda (17.7%) and Kiboga (17.9%), while grants are more common in Butambala (26.1%) and Kiboga (19.6%). An intriguing finding is the fact that “just settling” of “okulya ekibanja”, is one of the acknowledged ways of acquiring a tenancy even though it is at less than 1% of all tenancies in the study districts. There is no distinct difference in how land is acquired in all the study districts.

c) Consent to Land Transactions on Mailo

Important to note is that, most purchases are concluded without the consent of the registered landowner, making at least 25.5% of purchase transactions illegal by the Land Act Cap 227, with the highest incidence in Kayunga district at 52.4%. This high level of incidence is indicative of the low level of public awareness and education on the provisions of the Land Act in which consent from the landowner is a requirement for all transactions on mailo land.



Source: Rapid Appraisal Survey, June 2023

d) Formal Documentation for Kibanja (Tenancies)

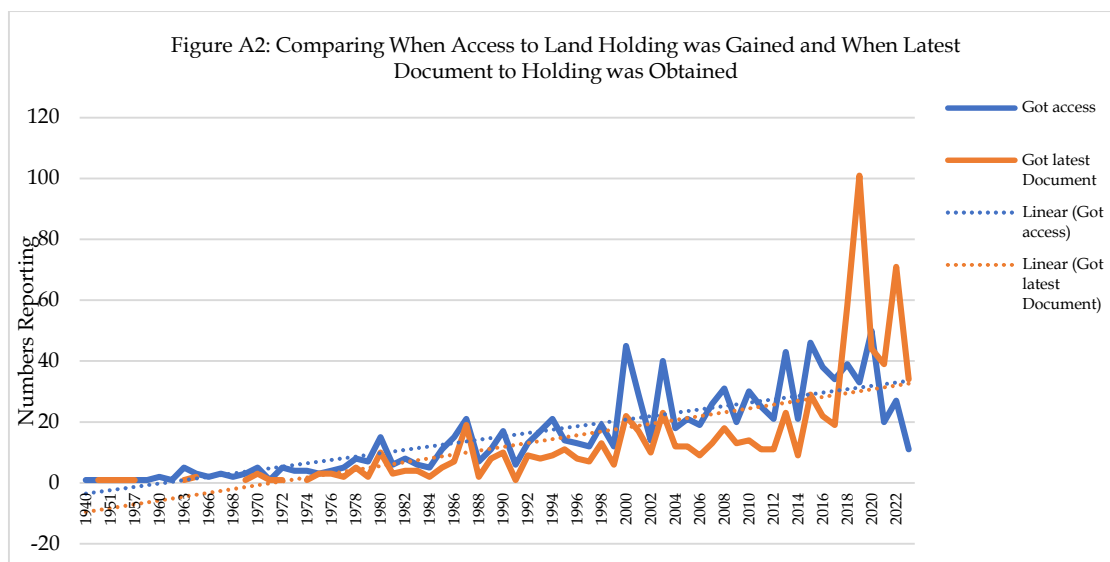
Findings show that the sale agreement accounts for 48.4% of all the documents (recognizing that one parcel can have multiple documents) held by tenants as evidence and proof of their tenancy interests on land. This is followed by the Land use Inventory Protocol (LIPs) at 25%, mostly in the districts that have benefited from the GIZ/ILEGU project, ahead of busuulu receipts at 23.3%. Whereas sale agreements are legal documents in commercial transactions, they do not necessarily exert the same level of legality in land ownership. It is to be noted that LIPs – given the process of their creation grant social recognition and legitimacy to the holders, hence sit at the intersection of social and legal documentation. In Kassanda and Mityana, the LIPs have edged past sale agreements as common land holding evidence and are way ahead of busuulu receipts. Mubende holds the most documented tenancies overall.

Table 2.2C: Land Documents to Parcels Held by Tenants by District

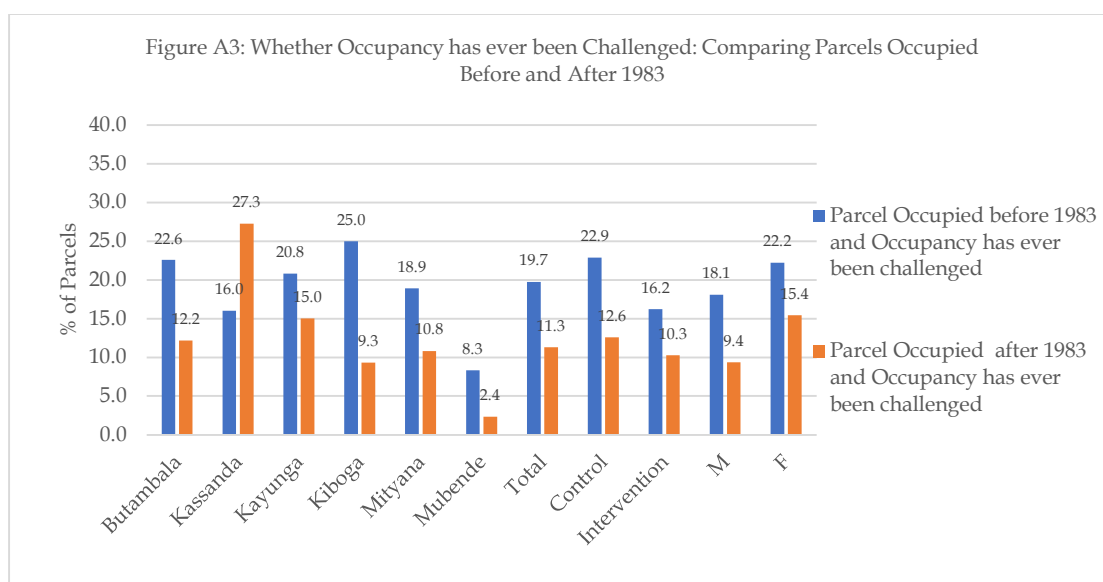
(Ranks as % of Multiple Responses)	Land Documents Respondents Have							Control	Intervention
	Butambala	Kassanda	Kayunga	Kiboga	Mityana	Mubende	Total		
Sale agreement	60	74	101	75	70	169	549	236	313
LIP	0	90	0	0	77	122	289	0	289
Busuulu receipt	17	26	26	37	52	107	265	80	185
COO	0	0	0	0	1	17	18	0	18
Others (mostly will)	2	0	4	1	4	1	12	7	5
Total	79	190	131	113	204	416	1,133	323	810

Source: Rapid Appraisal Survey, June 2023

Comparing periods when tenants acquired documentation to their land interests, results show that, the cut-off point of the year 1983 for the definition of lawful and bonafide occupants as stated in the Land Act cap 227, does not bear any significant implication in the trends for acquiring legal or formal documentation for tenancies across all districts. Amongst those surveyed, only 21.2% of the parcels were occupied before 1983; this proportion was highest in Mityana at 33.3%, followed by Butambala at 29.5%, Kiboga at 27.2%, Kassanda at 24.5%, and lowest in Mubende at 6.5%. However, there is a convergence from 2016, peaking in 2019 when getting documents surpasses gaining access to parcels; a likely consequence of ILGU efforts with the LIPs and COOs.



Source: Rapid Appraisal Survey, June 2023

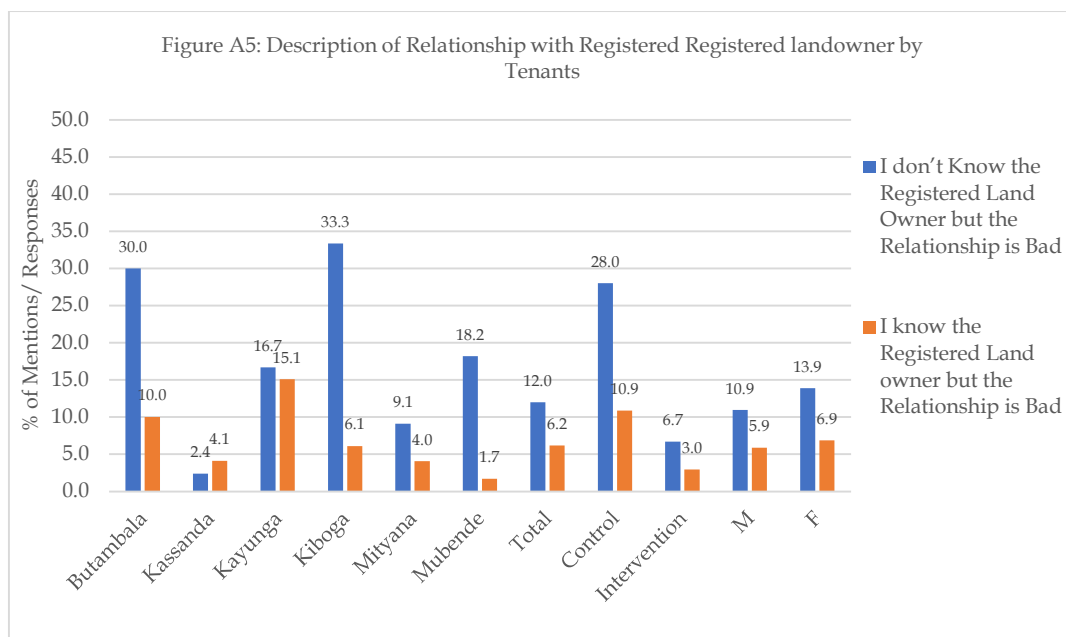


Source: Rapid Appraisal Survey, June 2023

Figure A3, confirms the trend of occupation of mailo land after the issuance of the 1975 Land Reform Decree. However, at least 19.7% of these occupations were challenged especially in the district of Kiboga at 25.0% and Butambala at 22.6%. Notable also is the observation that Butambala has the most challenges for the post 1983 occupations.

e) Unknown Landowners (Absentee Registered landowners)

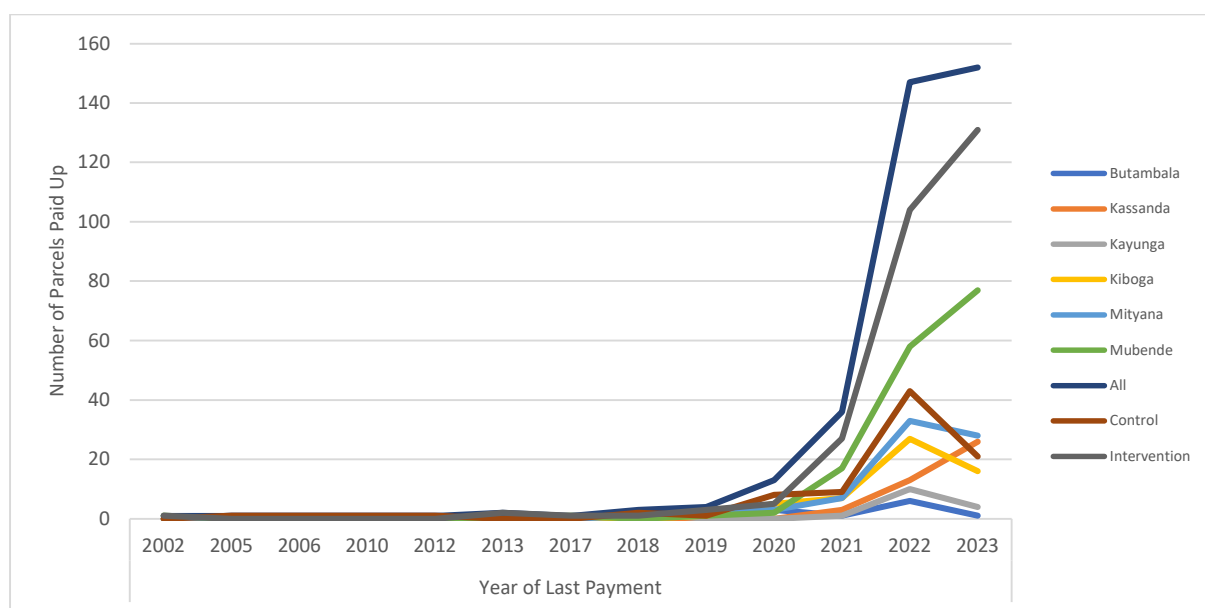
Out of the 745 parcels of land held by tenants in the survey, 556 parcels (74.6%) exist on land whose registered landowners are known by the tenants. At the district level, this proportion is highest in Mubende at 89.5%, followed by Mityana at 77.3%, Kiboga at 76.5%, Kayunga at 73.5%, Butambala at 61.2% and Kassanda at 57.7%. Between control and intervention districts, the proportions are 70,7% and 78.0% respectively.



Source: Rapid Appraisal Survey, June 2023

Asked to describe the relationship with the registered landowner, survey results show a split of opinions among those who know the registered landowners and those who do not know them. The notable result is the relationship with the registered landowner is described as bad at a level of 6.2% where the registered landowner is known and at 12.6% where the registered landowner is not known. This result is particularly noteworthy in Butambala and Kiboga and can be indicative of a latent state of conflict between registered landowners and tenants in these districts. The detailed result is shown in Figure A5 above.

f) Payment of Ground Rent (Busuulu)



Source: Rapid Appraisal Survey, June 2023

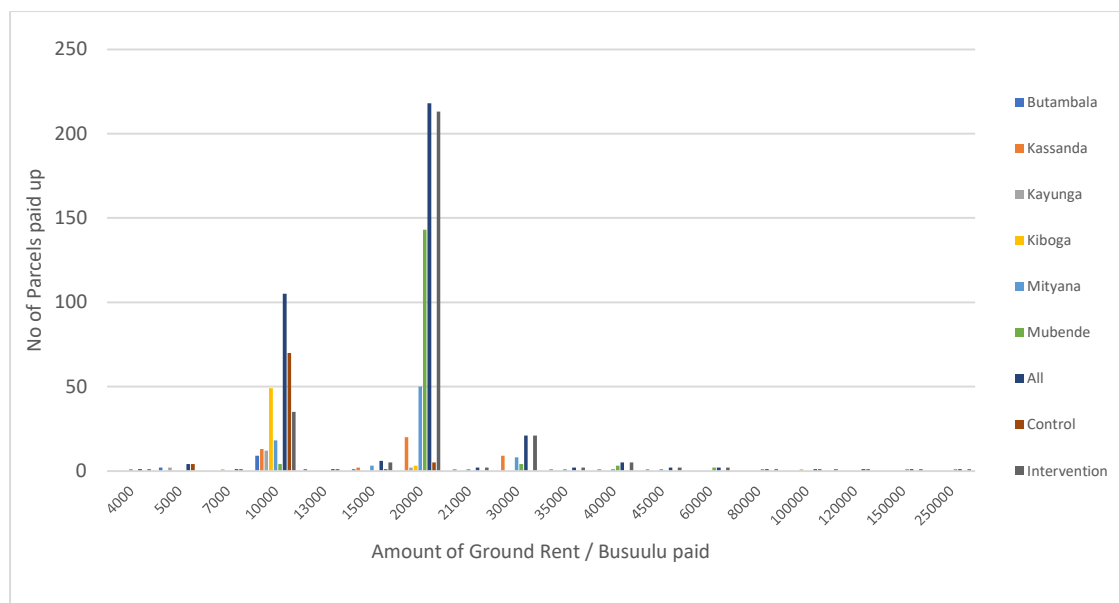
Findings from the survey, show that, amongst 715 tenants with 767 parcels of land, 359 parcels (46.8%), paid busuulu. Of these, 150 parcels, or 41.9%, were paid up to 2022, while 166, or 46.5%, were paid up to 2023 at the time of data collection in June-July of 2023. Parcels with ground rent arrears for 2021 backward were only 17.6%. As expected, the tide towards compliance with paying busuulu seems to have turned in the year 2019 (as illustrated in the Figure). The number of parcels for which busuulu/ ground is paid suddenly rises in the districts where GIZ/ILGU are operating (Mubende, Kasanda, and Mityana) coinciding with the commencement of sensitisation in these locations compared to the control districts (Kiboga, Butambala, and Kayunga). Often (86.6%), the ground rent paid is a negotiated payment between the registered owner and the tenants compared to 13.4%, which is a nominal figure as set by law (government) as demonstrated in the table. Amongst respondents, nominal was understood as the ground rent rate set by the law and amended by the district land board from time to time.

Even where it is mentioned that the ground rent is negotiated, it falls short of economic considerations such as the size of land under use and the likely returns to the usage. The negotiation concerns the most amenable rate to the registered landowner and the tenant. Regardless of whether it was in the control or the intervention districts, most parcels are paid for through the negotiated pathway. Therefore, it is not surprising that among tenants, payments are regarded as fair at a rate over 90%.

Type of Busuulu/ Ground Rent that is paid?	District:							All	Control	Intervention
	Butambala	Kassanda	Kayunga	Kiboga	Mityana	Mubende				
Nominal	21.4	9.3	25.0	11.1	21.0	9.6	13.4	19.2	13.3	
Negotiated	78.6	90.7	75.0	88.9	79.0	90.4	86.6	80.8	86.7	
	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	
Average (Means) paid (UGX)	17,714	20,229	10,625	12,167	19,167	23,522	19,723	13,502	20,973	
Average, that would be fair (UGX)	31,667	12,273	5,000	6,000	13,750	13,409	13,102	14,222	13,144	

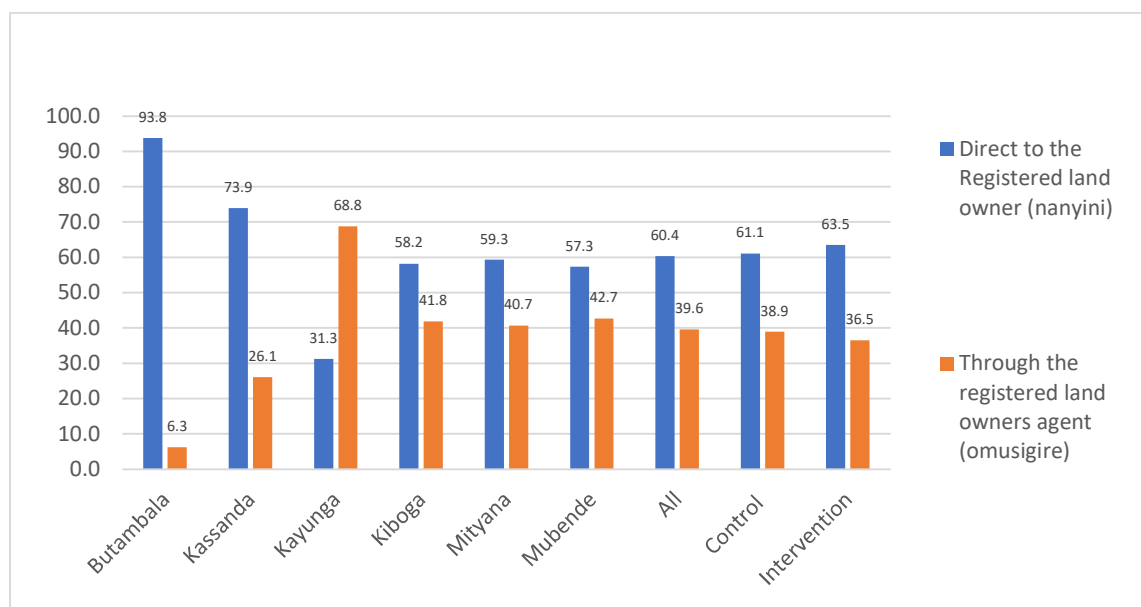
Source: Rapid Appraisal Survey, June 2023

On average (mean), nominal ground rent is Uganda Shillings 16,023/- while negotiated ground rent is 20,215/- across the study districts, a difference of 26.2%. Comparatively, there is a difference of 9.8% in the amounts paid by female tenants at an average (mean) of Uganda shillings 18,306/- while male tenants pay Uganda Shillings 20,296/-.



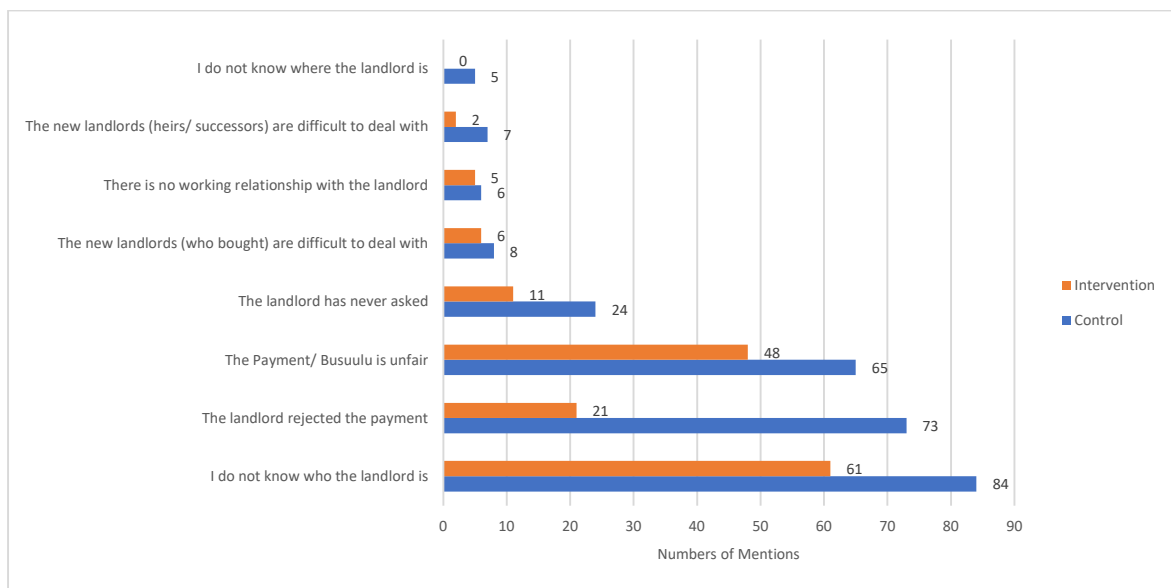
Source: Rapid Appraisal Survey, June 2023

Ground rent paid in the intervention districts is higher by 35.6% at Uganda shillings 20,973/- than in the control districts at Uganda shillings 13,502/-. The distribution of actual payments is shown in Figure above, where most payments are concentrated around UGX 20,000/- and UGX 10,000/-. For the most part (in over 90% of the payments), there is formal acknowledgment through issuing receipts to the paying tenants. However, not all payments are made directly to the registered landowners; 39.6% of all busuulu payments are handled through the registered landowners’ agents called the basigire. This proportion is highest in Kayunga at 68.8% and lowest in Butambala at 6.3%, as shown in Figure below



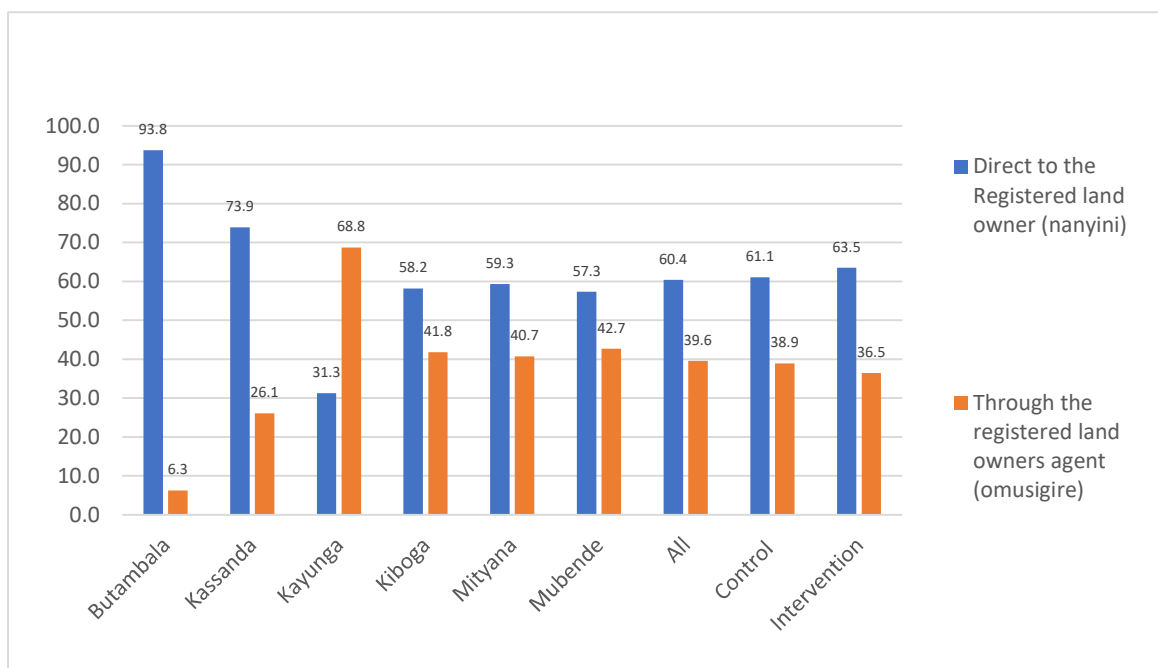
Source: Rapid Appraisal Survey, June 2023

Among the reasons for non-payment of ground rent, most mentioned is not knowing who the registered landowner is, followed by landowners rejecting the payment and the sense or feeling that the payment is unfair. The ranking by mentions does not differ between intervention and control districts, as shown in the Figure below.



Source: Rapid Appraisal Survey, June 2023

In practice on the ground, tenants and landowners have set their own nominal rates – negotiated between the registered landowners and tenants, falling between UGX 10,000 – UGX 50,000. Although still low, it is considered reasonable and acceptable to both parties.



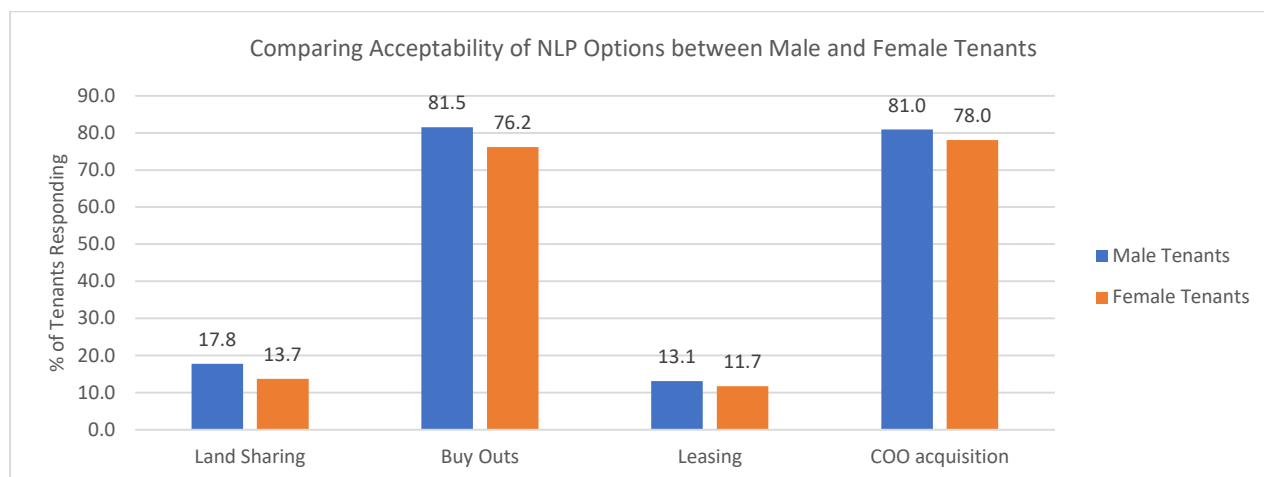
Source: Rapid Appraisal Survey, June 2023

With regard to the directive to deposit ground rent at the sub-county in case the registered landowner is an absentee registered landowner, we found that, no sub-county has received any payment of busuulu as directed or regulated by law, because there is no dedicated collection account – and public finance management has no provision for such a collection/payment. Landowners argue that the sub-county has no authority to collect such a payment because they are not landowners. The FGDs and KIIs with registered landowners, expressed frustration with instances where tenants are richer than their registered

landowners or hold high public offices, it is complex for registered landowners to demand busuulu from them, unless they comply by themselves. FGDs also pointed out that, busuulu is unstable, and subject to changes for better or for worse affected by changes in registered landowners or depending on the government policy and its political inclinations to either favor tenants or registered landowners.

2.3 GENDER AND THE 4 OPTIONS ON MAILO

This section highlights comparative findings between female and male tenants with secure tenure implications on Mailo land. Women constituted 34.7% (248) of the 715 respondents in the survey of tenants. This figure is telling on the extent to which land matters remain a domain that is dominated by men, considering the fact that for a woman to participate in the research they had to be a registered landowner, tenant, or play a role in any land structures and the figures are saying that the number of such women is very small.



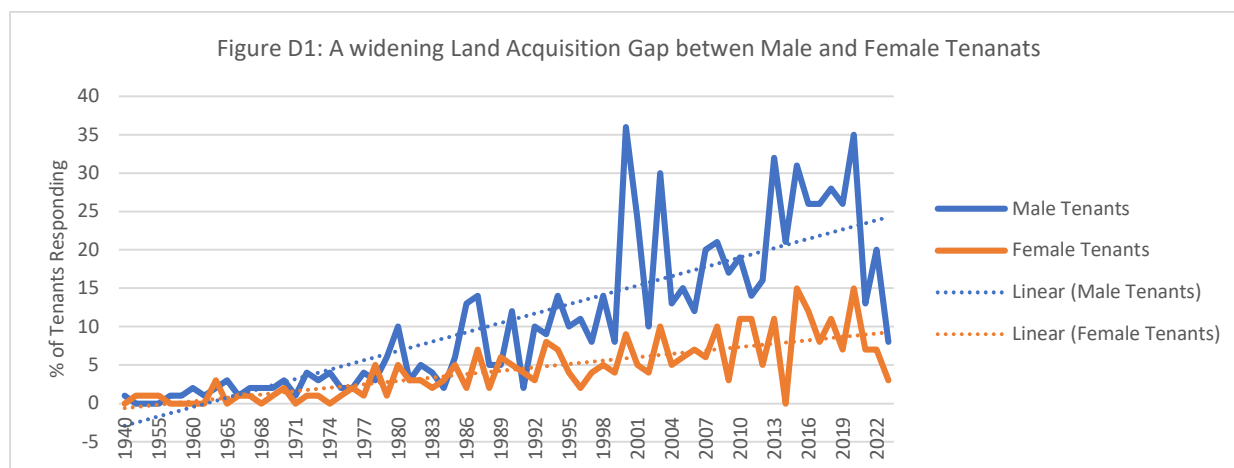
Source: Rapid Appraisal Survey, June 2023

The most accepted NLP options for female and male tenants are buyouts and CCO acquisitions, as shown in Figure D7; the reasons for this are discussed in the previous sections of this report, but, remarkably, the acceptability rates were above 75% for female tenants and above 80% for male tenants.

a) Acquisition and Access of Kibanja by Gender

In the survey, the female tenants averaged 54 years of age, were subsisting in households of 5 persons, had lived in the study villages for an average of 30 years, and were married for about 23 years; most were holding only 1 (one) parcel of land. Comparatively, their male counterparts averaged 48 years of age, subsisted in households of 6 persons, stayed in the study villages for 30 years, were married for about 17 years, and held 2 (two) parcels of land. This finding implies that women access land when they are much older compared to men, and marriage is still an important avenue for women through which they access land. Well as women’s land access was limited to 1 parcel, their counterparts the men accessed more than 1 parcel of land. In the implementation of these options, men do not inform women and often exclude women in all formal documents (sale or sharing agreements, on LIPs, etc.), preferring to have their children's names included instead.

Both female and male tenants reported acquiring their holdings primarily through purchase 67.6% and 71.6%, respectively. Inheritance has played a role in land acquisition for female and male tenants nearly at equal measure at 16.1% and 15.8%, respectively. This shift is worth noting, as inheritance practices under Mailo tenure begin to change and embrace both genders, as entitled to proportionate shares at inheritance rather than a higher share to males at the expense of their female siblings.



Source: Rapid Appraisal Survey, June 2023

Access to land through grants shows a similar distribution between female and male tenants at 15.7% and 12%, respectively. There is no significant disparity between female and male tenants with regard to handling land purchases, while 30.4% of female tenants said they purchased without the consent of the registered landowner, and 28% of the male tenants attested to the same.

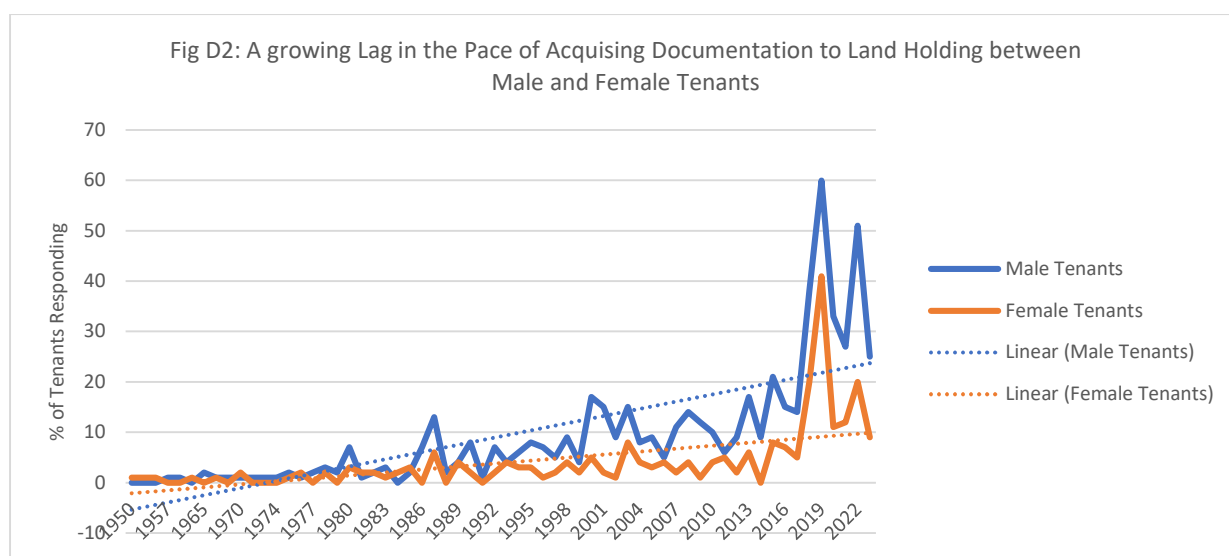
Survey data shows that over the years, female tenants have not been as active as male tenants in acquiring land holdings; the gap in the acquisition of holdings between males and females has widened more in recent times, as shown in Figure D1. This gap is associated with the affordability of land, as confirmed by the female respondents in FGDs, who pointed out the fact that a relatively smaller number of women could afford to purchase land compared to their male counterparts, as women have limited options for financing or accessing financial services. In Kassanda and Mityana, women were emphatic that men do not seek their consent on land transactions.

b) Documented Kibanja and Busuulu by Gender

Although the documents that serve as evidence of claims for rights are not different between female and male tenants, i.e. sale agreements mentioned at rates of 50.1% and 47.7% and Busuulu receipts mentioned at rates of 19.5% and 25.3%, and in more recent times, LIPs, mentioned at rates of 28.5% and 24.1% for female and male tenants respectively show a change, with traditional documents (sale agreement and Busuulu receipt) female tenants do not have an edge; however, they do with the recent innovations like the LIP between 2017-2019 under the ILIGU project. To further understand this difference, female and male tenants were asked in which year they obtained the most recent document of

their land holdings. As depicted in Fig D2, the result shows a lag on the side of women; they are not acquiring documentation of their holdings at the same pace as men.

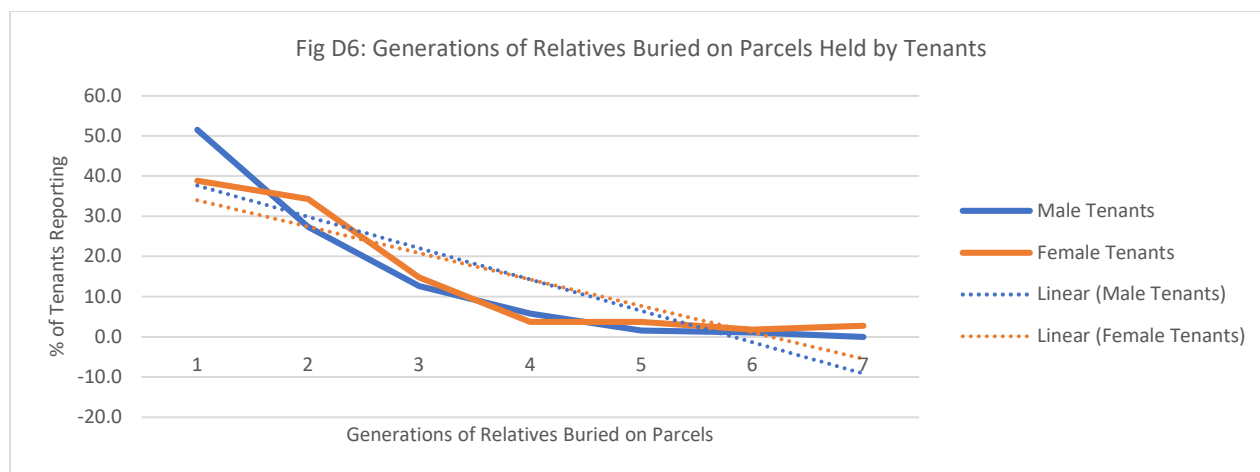
In conversations with Women FGDs, it was revealed that on land, purchased by women, men preferred to be joint owners, even when a woman was the main user of the land or had inherited it from her natal family, the men still preferred to have their names included on such land parcels. The mapping process under GIZ was particularly singled out for failing to consider women’s working hours or purposive ways of ensuring their inclusion since all mapping activities took place during the time when women were working in their gardens especially in the planting and weeding seasons. The mapping was also criticized for failing to particularly seek out women who were joint owners and for following up on their absence in some of the mapping processes.



Source: Rapid Appraisal Survey, June 2023

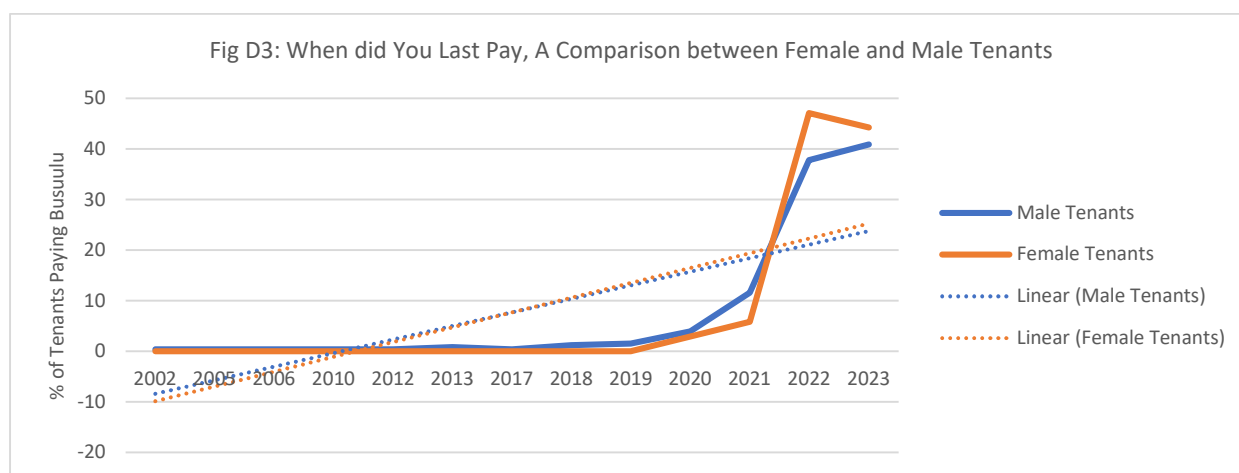
Both female and male tenants who took part in the study derived tenure security through sources other than documentation. The tenants indicated that having burial grounds, growing perennial crops, planting trees on the land, having the power to decide who inherits the land, and making no transactions on land provided some sense of security to the claims they have on the land. Both female and male tenants felt that it would be hard for them to be evicted or for others to make claims on their land if they had the fore mentioned on their land.

To understand how long-term this enjoyment of rights and tenure security has prevailed among these tenants, they were asked how many generations of their kin are buried in their holdings. The result is shown in Figure D6. It is apparent from the result that most tenants are recent settlers, most having 1-2 generations of their kin buried on the parcels. This response is significant to the extent that claims for tenancy are often validated by the presence of traditional burial grounds to legitimize possession and use of land, as they are considered evidence of established social-cultural presence in any location.



Source: Rapid Appraisal Survey, June 2023

Concerning the payment of Busuulu, there are differences. Female tenants reported paying an average of UGX 18,306 yet they considered UGX 13,962 as fair, while male tenants paid an average of UGX 20,296 while considering UGX 12,274 as fair. Although both female and male tenants mostly pay negotiated ground rent, reported for both at over 80%, how up-to-date they are in payments differs; before 2019, there were hardly any payments made by female tenants, as Figure D3 shows. In 2021, the proportion of female tenants that pay surpassed that of male tenants. The rise in payments of busuulu by both male and female respondents corresponds with the commencement of the ILGU project and rising levels of public awareness following sensitization efforts.

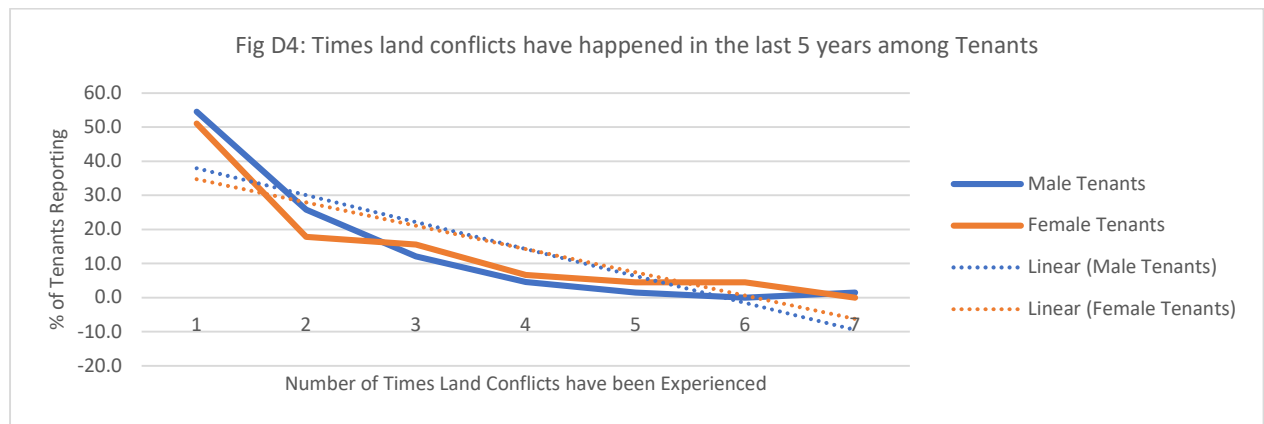


Source: Rapid Appraisal Survey, June 2023

c) Tenants' Incomes and Conflicts by Gender

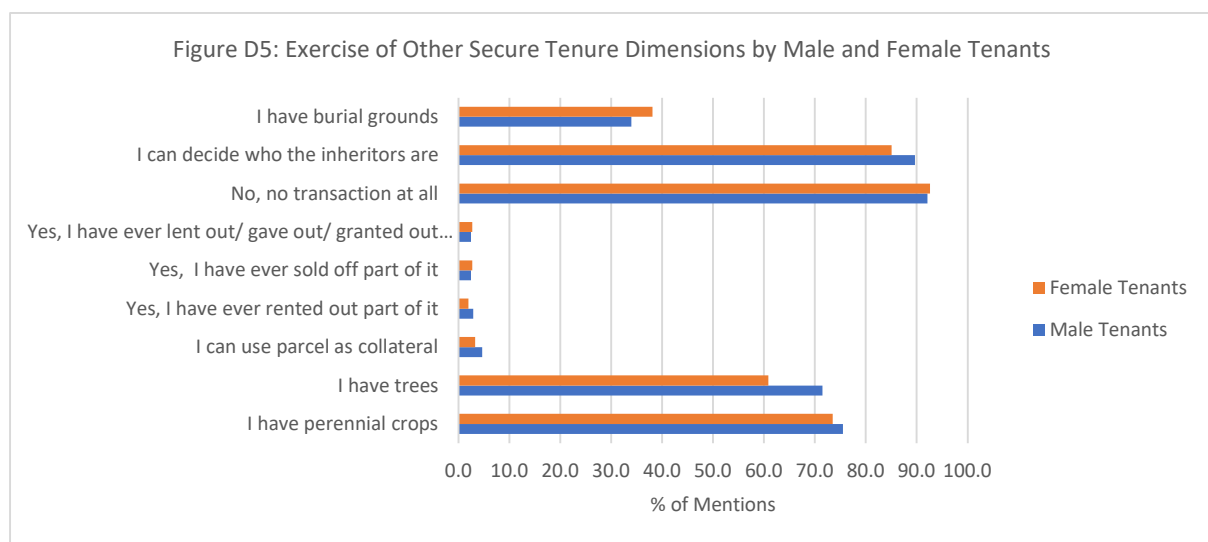
Using self-reported data from the immediate past year, female tenants reported an average income per acre of UGX 317,500 and an average investment per acre of UGX 143,750. At the same time, male tenants reported an average income of UGX 540,000 per acre, and investment that averages UGX 202,000 per acre. Effectively, female tenants on Mailo invest at a rate of 45% compared to male tenants at 37% in terms of investment per acre as a percentage of income per acre. Investments in this regard include the hiring of labor especially in the planting or weeding season, the purchase of herbicides for weed control in order to attain zero tillage, and the purchase of improved seeds for planting. However,

effective land use in terms of area ordinarily used as a proportion of total holding; there are no differences; female tenants tend to use the whole average holding of 0.8 acres while male tenants use the whole 1 acre they hold.



Source: Rapid Appraisal Survey, June 2023

Regarding land conflicts, the rate of experiencing a land conflict was reported at 18.5% among female tenants compared to 15.8% among male tenants. When asked how many times they had experienced a conflict in the past five years, there were no marked differences. As shown in Figure D4, the prevalence of land conflicts is at 1 or 2 in the past five years, experienced more by male than female tenants, although female tenants reported more than 3 (three) conflicts but also in a non-escalating manner. It has to be noted though, that from FGDs, women experience more threats related to boundary disputes that may not degenerate into conflicts.



Source: Rapid Appraisal Survey, June 2023

Several other dimensions of secure tenure were interrogated; few female and male tenants generally engage in transactions on their landholdings in terms of lending, renting, use as collateral, or even selling; on the other hand, most tenants, female and male, nearly in equal measure as shown in Figure D5, have burial grounds, can decide who inherits, have perennial crops and trees on their parcels. This result indicates an enjoyment of secure tenure among female and male tenants on Mailo land that was hitherto undocumented.

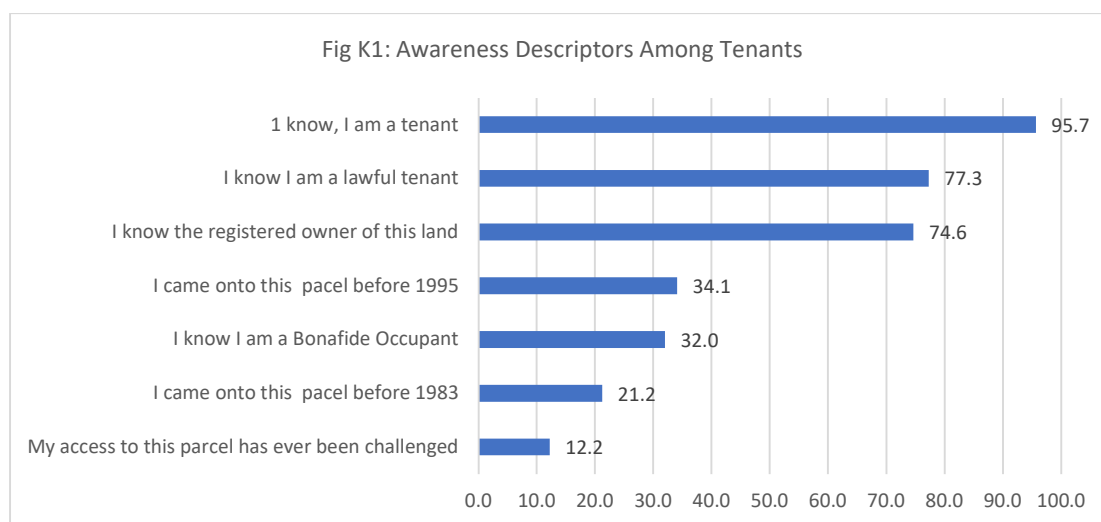
3. DETERMINANTS OF IMPLEMENTATION FOR THE NLP OPTIONS

3.1 SUCCESS FACTORS

This section is devoted to assessing varying levels of success for each of the options and the reasons behind the success. It essentially highlights why, there was partial, full, or no adoption for some of the options or modifications by both the tenants and registered landowners to make them operational. Whichever option is selected or applied by a tenant or landowner; it is often structured to fit local conditions on the ground.

a) Sensitization and Public Awareness of the Option

From the review of the perceptions across tenants and landowners, the extent of use or application of any of the four options depends largely on the degree of awareness and understanding by both tenants and registered landowners. Overall tenants claim to know that they are indeed tenants at 95.7% and know the registered owners of the land on which they are tenants at 74.6%. It, therefore, does not surprise that 77.3% claim they are lawful tenants. The difference between those who report having occupied their parcels before 1995 (34.1%) and 1983 (21.2%) is indicative of a possible 12.9% of tenants that are actual bonafide occupants; it is essential to note that this percentage is much lower than the 32% who give an outright answer that they are bonafide but is much closer to the 12.2% that attest to their tenancy being challenged at one time or another since they occupied their respective parcels as shown in Figure K1. From this result, the distinction between bonafide and lawful tenants is an ongoing challenge, a gap in awareness but importantly, a source of posturing for unlawful land occupiers, squatters, and often land grabbers.



Source: Rapid Appraisal Survey, June 2023

In locations, where the GIZ project undertook extensive sensitization, both tenants and registered landowners have embraced Mailo tenure options. One of the foremost steps was to enhance awareness and understanding among both parties.

Respondents from FGDs and KII emphasized three aspects of the sensitization and public awareness:

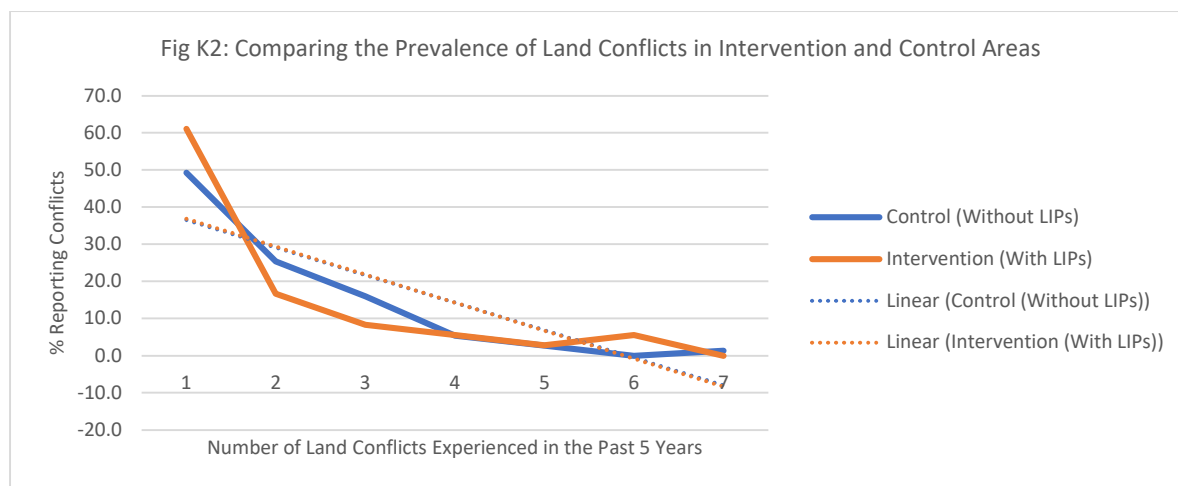
- i. Content that responds to the issues at hand. In this respect, GIZ sensitization emphasized the outstanding issues that needed to be addressed for the

successful start of meaningful interactions between registered landowners and tenants whose relationship had soured. It includes roles and responsibilities as well as the rights of each of the parties. The value added of recognition by the landowner for the tenant, the value added of knowing acreage in kibanja, and how much of the land holds tenants for the landowner. Whereas this was appropriate at the start of the project and for recruitment of registered landowners and tenants to pursue the option of COOs, the content needs to be continuously revised and adjusted to phases of transition that happen in the project. As the project advanced, new additional questions arose such as the rental, sale, or subdivision of LIPs in the absence of a register. The use and application of LIPs and COOs beyond the project period in respect for example, access to financial services, dispute resolution, etc. were addressed.

- ii. FGDs and KIIs especially with landowners, expressed dissatisfaction with the targeting of sensitization accusing the content of being tiled and biased in the favor of tenants and addressing less of the concerns of registered landowners. According to respondents, preference was reaching the tenants rather than specific and special targeting of landowners. Engaging recognized experts in the field would create fairly balanced content. In addition, the District Police Commanders interviewed recommended the inclusion of aspects of the administration of justice, for instances when matters escalate beyond amicable agreements and mediation. Suggesting that tenants and landowners are aware of procedural matters in the administration of justice especially those to whom land matters are referred in the judicial systems.
- iii. Lastly, the messages and messaging centered more on the interests of the tenant than the landowners. The message was further polluted by other messengers, especially those with political interests and in other instances contradicting the core messages relayed by the project to both the tenants and the registered landowners. Utilizing messengers effectively beyond the contracted service providers, who hold standing and following in communities would have been handy, such as religious leaders. The District Khadi pointed out that the project did not utilize their audiences, which are available daily, which the church leaders pointed to similar advantage with their weekly congregations. Harnessing the congregational settings of churches, mosques, and other places of worship to disseminate the message would have added value.

b) Land Conflicts and Disputes among Tenants

Amongst tenants, the survey found an overall land conflict prevalence rate of 16.8% on tenants' land holdings (129 out of 770 parcels had ever had a conflict). The land conflicts prevalence in the control areas (without LIPs) was more than twice (23.1%, 83 out of 359 parcels) than in the intervention areas (with LIPs issued), 11.2% (46 out of 411 parcels). The survey established that the prevalence trends of land conflicts between the control and intervention areas in the past five years were not that different (Fig K2), with the shared experience being 1 or 2 conflicts in the last five years.



Source: Rapid Appraisal Survey, June 2023

The survey results also show that the land conflict resolution rate is higher in the intervention communities at 67.5% compared to the control communities, where it is 30.4% among tenants who participated in the survey. Of interest to the study was how parties to conflict are associated with the types of conflicts experienced. Tenants reported experiencing as many as six discernible categories of land conflicts with 7 clusters of parties. From this experience, tenants associated their conflict incidents with contested registered land ownership at 61.1%, evictions at 47.6%, and contestations of inheritance and land documents (37.5%) to registered landowners more than any other party. Registered landowners are ranked 4th with 17.9% in associating with boundary discrepancies, as shown in Table A1.

Table A1: Association between Types of Land Conflicts and Parties to the Conflict.

Association between: Parties to Land Conflicts/ Disputes	Types of Land Conflicts and Disputes						
	Boundary Discrepancies	Evictions	Trespass	Contested Ownership	Land use disagreements	Land rent problems	Others (Inheritance, documents)
Household Member	21.4	19.0	10.0	13.0	25.0	100.0	0.0
Non- Household Relative	7.1	4.8	20.0	7.4	25.0	0.0	25.0
Unrelated Community Member	23.2	4.8	20.0	11.1	0.0	0.0	12.5
Government Agency	0.0	0.0	0.0	1.9	0.0	0.0	6.3
Other Tenant	25.0	9.5	40.0	0.0	25.0	0.0	6.3
Registered landowner	17.9	47.6	0.0	61.1	25.0	0.0	37.5
Investor	0.0	9.5	0.0	5.6	0.0	0.0	0.0
Other (business associates, institutions)	5.4	4.8	10.0	0.0	0.0	0.0	12.5
Total	100	100	100	100	100	100	100

Source: Rapid Appraisal Survey, June 2023

According to FGDs and KIIs, of the four options under review.

- a) Land sharing was the option associated with growing incidents of land conflicts, when landowners prefer to share locations that hold greater economic value because they are considered fertile, or areas that hold sentimental value. Registered landowners fight with tenants over land with coffee trees, sand, or matured trees likely to produce wood.
- b) when landowners take immediate possession after negotiation before delivering a land title to the tenant and carrying through the full mutation process in both buyouts and land sharing.
- c) the buy-out option, further experiences conflicts when the purchase price is hiked relative to the known land rates in the land market of the location to stifle tenants'

efforts at buyouts, in addition to preferring lumpsum payments and rejecting installments that tenants can afford. Buys are also troubled by delays in the delivery of land titles by landowners to tenants after purchase.

- d) Conflicts also arise, when newly registered landowners (successors) impose fresh restrictions on tenants as a way of controlling the land sizes tenants hold, disregard existing agreements proceeding to reduce the size of land held by tenants, etc. Such actions by registered landowners increase tensions and breed new conflicts over mailo even in areas that have previously been peaceful.
- e) When tenants fail to negotiate with landowners on the buy-out, busuulu, or land sharing, landowners who do not wish to lose all the value of their properties especially the younger generation of landowners, resort to selling their land titles to land dealers who have the muscle to tussle it out with tenants. One Registered landowner in a KII, pointed out “the amount of suffering and loss that follows, each time the registered landowner gets tired of demanding for little busuulu from the tenants, and then they sell the land to a person who has money, the army and the police”. Tenants are fearful of turbulence associated with evictions, which forces them to pursue the option of buying. Complying with the terms negotiated and agreed upon with the landowners is important to avoid the destruction of property and disruption of lifestyle that comes with evictions.
- f) There are significant conflicts associated with the failure to identify and confirm the rightful landowner when there are multiple individuals associated with the same piece of land. Especially when their respective agents or representatives all attempt to interact with the tenants on land transactions.
- g) According to KIIs, Land brokers often utilize this option, despite its dependence on negotiated sharing percentages. Some land-sharing arrangements are financially facilitated by land dealers/brokers working in consort with the landowners, those are the most notorious for renegades on the land-share agreements. Land dealers/brokers are renowned for being turncoats.

Other land disputes also arise when there are disagreements over land boundaries, rental fees (busuulu), or land transaction recognition fees (kanzu). When tenants delay paying the registered landowner busuulu, the registered landowner reports to the LC1 and sometimes mediation takes place. It is claimed that the continued existence of the tenant-registered landowner relationship does not resolve conflict or reduce disputes despite the stipulation for payment of busuulu (RDC Mityana). Especially in instances when politicians fail to express support for options such as buyouts or land-sharing and advise them to only adhere to paying busuulu regardless of the size of the land or economic activities.

a) Effective use of Land by Tenants

Effective land use among tenants was determined by comparing the size of land held and the size of land ordinarily used for production activities as reported by the tenants themselves. Results show that overall, on average tenants hold land parcels that are 0.9 acres in size, and they ordinarily use the full 0.9 acres for production, regardless of whether they have any land document, LIPs or not, or whether the tenant in question is female or male.

However, a district-by-district analysis shows some differences, in Butambala, Kassanda, Kayunga, and Mityana, where tenants ordinarily use less than what they hold. In Butambala and Mityana, the difference is less than 10% while in Kassanda and Mityana, the differences

are more than 10% but less than 20%. This self-reported level of effective land use (at 80% or more) shows that tenants utilize all the land that they hold under tenancies. The often-held assumption about more secure tenancies leading to higher acreage under cultivation may therefore not hold in this respect. A few outliers of tenancies that exceed 5 acres may tell a different story.

Self-Reported Data	Study District:							Study Area		Sex of Tenant	
	Butambala	Kassanda	Kayunga	Kiboga	Mityana	Mubende	Total	Control (Without LIPs)	Intervention (With LIPs)	M	F
Analysis of Averages (Median)											
Size of Land Held (Acres)	1.4	1	0.9	0.9	1.4	0.8	0.9	0.9	0.9	1	0.8
Size of Ordinarily used for production (Acres)	1.3	0.8	0.8	0.9	1.3	0.8	0.9	0.9	0.9	1	0.8
Effective Land use (Size Ordinarily used as % of size held)	92.9%	80.0%	88.9%	100.0%	92.9%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Source: Rapid Appraisal Survey, June 2023

Whereas the tenants are exercising effective use of their Kibanja (80%-100%) in all the study districts, the registered landowners are locked out of the utilization of the land they own. In this respect therefore the land use impasse is on the side of landowners who are locked out of their lands. According to KIIs, and interviews with the Uganda Registered Landowners Association, there is a “land development impasse” and not a “land use impasse,” characterized by low production due to a dual ownership and interest in the same parcel of land between the title holder and the tenant, which has led to land conflicts and there is need to create equitable mechanism which promotes productive use of the land and security of tenure for the parties and safeguard women and youth ownership of land. In their view, the land can be put to production without necessarily locking out landowners or denying them their fair share of rights and interests.

“While the tenant occupies the land, often the statutory tenant has no documented security (collateral) for financial credit and is always at the risk of eviction, therefore they avoid using the land for long term crops. There is a development impasse because long term commercial crops like coffee and cotton cannot be grown by either party. This has hindered development because land is not being put to full economic utilization. Interestingly, the registered landowner ought to have some economic value to the land but he or she is given 30% or 40% of the value of the land which yet the statutory tenant gets 60% to 70% of the value. This appears to be intended to create some equity in as much as it is not backed by any economic logic or legal provision... the real challenge is created by Sec 31 of the Land Act 227 which rather than create a fair and equitable relation, effectively deprives the registered landowner of all user and economic rights contrary to Article 26 (2) of the 1995 Constitution, which appears not to have been the intention of the framers of Article 237 of the 1995 Constitution.” (Source: Memorandum from Uganda Landowners Association)

b) Comparative Income and Investment among Tenants

Overall, income and investment levels differ between LIP and non-LIP holding tenants, the rate of investment of incomes in production per acre is higher among tenants in the LIP

(42%) than in the non-Lip areas (38%). Importantly, this is plough-back income but not credit. Only 4.2% of all the parcels inquired about in the survey could be used for credit. This proportion was interestingly higher in the intervention (LIP areas) at 5.2% than in the control (non-LIP areas) at 3%. By district it was highest in Kassanda (8.1%), followed by Mityana (5.9%) and it was 3% in all the other districts. This result shows the LIPs are beginning to improve tenant’s access to financial services. However, the reasons for accessing credit are not necessarily related to investments in land or improvements on land.

In all the districts, the rate of investment of incomes is 41% and does not fall below 30% in any one district, this reflects a high level of confidence, indicative or reflective of a higher sense of tenure security, such that tenants are not worried about losing investments.

Self-Reported Data (Immediate past 1 year)	Study District:							Study Area	
	Butambala	Kassanda	Kayunga	Kiboga	Mityana	Mubende	Total	Control (Without LIPs)	Intervention (With LIPs)
Income per acre (Ugx)	453,846	262,500	662,500	273,333	320,769	575,000	461,111	622,222	447,778
Investment per acre (Ugx)	223,077	80,000	198,750	94,444	176,923	262,500	190,000	238,889	190,000
Investment per acre as % Of income per acre	49%	30%	30%	35%	55%	46%	41%	38%	42%

Source: Rapid Appraisal Survey, June 2023

If tenants invest over 40% of their earnings in production and there is no or we have weak evidence associating documents to incomes and investments, why do people procure land documents? Investment: the rate of investment of incomes in production per acre is higher among tenants in the LIP (42%) than in the non-Lip areas (38%). Importantly, this is plough-back income but not credit. Only 4.2% of all the parcels inquired about in the survey could be used for credit. The reasons for accessing credit are not necessarily related to investments in land or improvements on land.

c) Land Prices and Loans for Kibanja

Both Banks and SACCOs accept both sale agreements and LIPs as collateral to secure loans. The requirements are standard across with endorsements from the LC chairpersons, physical visits for due diligence, and confirmations from neighbors. Overall, LIPs have caused an increment in the price per acre of Kibana; in Mubende, the price doubled from 2 to 4M Ugx (an increase of 100%), and in Kasanda changed from 4 to 7M Ugx (an increase of 75%) while in Mityana, the consideration for a LIP in the price of land had not yet taken effect.

Compared to the other study districts that did not have LIPs, in Kiboga district, Kayunga village where the study took place, an acre of kibanja costs 7 to 8M Ugx depending on location, if the kibanja touches the tarmac the road then it can cost as much 10 to 12M Ugx. In Kayunga district, an acre of kibanja in Namatogonya where the study was conducted costs 8M Ugx. In the established estates while it is 4M Ugx in the non-estate locations. In Butambala, an acre of kibanja costs 8M Ugx.

As far as loans are concerned, in Mubende the loanable amounts improved from 3.5 to 10 M (an increment of 185%, meaning loan amounts more than doubled) and a similar effect took place in Kassanda where obtainable loans changed from 2-3 to 7M Ugx (an increment of 180%, again the loan amounts more than doubled). In Mityana, the consideration for a LIP in the amount of obtainable loan was yet to take effect. In Kiboga, an acre of kibanja

attracts a loan of 5M Ugx, in Kayunga, an acre of kibanja gets a loan of 1M Ugx while in Butambala, an acre of kibanja gets a loan of 2-3M Ugx depending on the Bank.

	Mubende	Kassanda	Mityana
Prices	a) 1 acre with sale agreement/ LC letter goes for about 2M Ugx. b) 1 acre with a LIP goes for 4 to 5M Ugx.	a) 1 acre sale agreement/ LC letter goes for about 4M Ugx. b) 1 acre with a LIP goes for about 7M Ugx.	a) 1 acre with or without a LIP goes for about 18 to 20M Ugx.
Loans	a) 1 acre with a LIP gets up to 10M Ugx. b) 1 acre with sale agreement/ LC letter gets up to 3.5M Ugx.	a) 1 acre with a LIP gets up to 7M Ugx. b) Before LIPs, it could get a loan of 2 to 3M Ugx.	a) 1 acre with or without a LIP gets 1 to 1.5M Ugx.
Compensation	a) The Oil pipeline gave 5M Ugx to 50x100 ft plots with LIPs but without LIP it was 1.2M Ugx.		

Source: Land brokers and Interviews with Financial Institutions

In Mubende, the amount of compensation from the oil pipeline, also more than quadrupled from 1.2 to 5M Ugx once a LIP was presented as proof of land holding. In Kiboga, on the other hand, the type of documentation did affect the amount of compensation, often those with clear documents get 2 to 3 times more than those with only local council introduction letters.

- i. LIPs have caused an increase of 75% to 100% in land prices in Kassanda (one acre from 4.5m to 7M) and Mubende (one acre from 2 to 4M) but show no effect in Mityana. In the control districts of Kayunga, Butambala, and Kiboga the average price of an acre is 8M.
- ii. In the GIZ project areas the loanable amount increased by over 180%. In Mubende (from 3.5M to 10M per acre) and Kassanda (from 2m to 7M). In the control districts, an acre of Kibanja attracts loanable amounts of 5M in Kiboga, 1M in Kayunga, and 2M in Butambala.
- iii. Obtaining the consent of the landowner before granting a loan to a Kibanja holder is the most challenging as many landowners reside far away, in Kampala or other areas.
- iv. However, SACCOs and Microfinance institutions rarely seek the consent of the landowner except when their names are mentioned in the land sales agreement, e.g., FINCA. There is a reduction in loan amounts due to this risk on Kibanja.
- v. Tenants fraudulently obtain several loans from different financial institutions using duplicate land agreements or several land agreements endorsed by LC1. Can only be eliminated by reference between lending institutions.

With the documents, whether a map, an agreement, COO, or title, financial institutions at different levels are willing to consider the land in question as collateral for access to financial services. The recognition accorded to the land, therefore, increases its value and opens opportunities for its use by the holders for investment, building assets, and savings.

SACCOs do offer loans to tenants using Kibanja as collateral. The tenant is required to present the following to access their financial services; 1. land sales agreement (these can be either professionally drafted by lawyers or handwritten) or the Land inventory protocols issued by GIZ (Tropical SACCO - Kassanda District), and 2. a recommendation from the LCs. For some institutions such as FINCA, the recommendation letter from the LC 1, is signed and

endorsed by at least three members of the LC 1 executive. The documents are then verified by consulting local leaders and visiting the neighborhood of the applicant to ascertain the kibanja boundaries. A physical inspection of the land is also undertaken. With this information, an internal risk assessment is conducted and a cross-check with other lenders, once all is clear, a loan or any other financial service can be extended to the applicant.

Banks such as Centenary Bank have loans that are specifically designed for kibanja holders, whose requirements are a national ID, a land sale agreement, and a photograph featuring the applicant and the LC1 chairperson. Banks also conduct physical visits and engage the neighbors as well as contact the LC1 chairperson to confirm details. Neighbors are important in confirming the authenticity of the sale agreement. Banks also seek the consent of the landowner before granting a loan. The landowner signs the land agreement to confirm the authenticity of the signatures and acknowledge their knowledge of the tenant. This agreement is then submitted as part of the loan application.

Obtaining the consent of the landowner before granting a loan to a kibanja holder is the most challenging as many landowners reside far away, in Kampala or other areas, as a result, SACCOs rarely seek their consent. Additionally, many tenants are not in direct contact with their registered landowners, often they pay busuulu through agents, so the consent of the landowner is not considered necessary. Some such as FINCA, will seek consent from landowners if their names are mentioned in the land sales agreement. However, most agreements are for sales between kibanja holders.

The duplication of land sales agreements is another challenge when lending to tenants. In some instances, tenants possess several or multiple sale agreements for the same kibanja and present them to various institutions to secure multiple loans. Local authorities are in the habit of facilitating these additional agreements when bribed or facilitated by the applicants. With the services of credit reference credits yet to reach Mityana, there is no way to harmonize credit databases and prevent the multiplicity of such loans or applications. Detecting them is only possible when they default on loans, but if they are regular in their repayments, much of this goes unnoticed.

Some lending institutions have drastically reduced the loans offered to Kibanja holders due to increased risks associated with the forgery of land sale agreements as these are susceptible to duplication, especially now that Kibanja titles (COOS) are coming up (Butebi Finance, Mityana). A lot of effort is put into performing a thorough search to ensure that the same land agreement has not been mortgaged to other financial institutions. With forgery and duplication, it is difficult to recover loans when applicants default. Post Bank - Another challenge arises when tenants sell the land to another person without informing the new owner about the existing loan. In such cases, the responsibility to repay the loan is shifted to the buyer, often resulting in legal disputes. We take legal action against any LC 1 officials involved in endorsing such transactions without informing the buyers.

A spouse's consent is mandatory for all loan applications. However, exceptions can be made when the applicant proves that they are single, and consent is sought from the next of kin, such as a parent or sibling. Sometimes the consent of spouses also poses challenges. During our verification process, consent from the spouse is secured through a dedicated consent

form, which is part of the application forms. For the case of FINCA, an affidavit or a written declaration signed by the spouse is also sufficient proof of consent. For Post Bank - The spouse is required to appear in person during the loan application process and provide a passport photo which is verified by the LC with a stamp. The spouse should also take a photo with the applicant and the loan officer at the kibanja.

When applications are made using land titles that are occupied by tenants, during the verification process, the focus is on ascertaining how much of the land is still vacant and what value it represents in relation to the loan applied for. Care is taken to avoid kibanja or titles that include tenants or encumbrances such as family homes or burial grounds. That portion of land that is unoccupied is what is often considered collateral for the recovery of the loan in case of default. For some institutions such as FINCA, the applicant must obtain a separate title for the portion of the land that is not occupied by tenants to serve as collateral.

In Mubende district, where severe land conflicts and evictions are prevalent, in specific locations such as Butoloogo, Kasambya, and Madudu, the financial service providers are more cautious. If the credit institution is aware of land conflicts in the area where the applicant is coming from, the tenant must provide consent in writing from the landowner to affirm the ownership of the Kibanja. In areas without land conflicts, the LC1 chairperson's letter of recommendation is sufficient to guarantee the loan and the neighbour's testimonies. If the applicant holds a LIP from the GIZ project, they can also apply for loans using that, in addition to a sales agreement. This is followed by a physical visit for verification and confirmation from neighbors.

Generally, Mailo titles with tenants listed as encumbrances are not eligible as collateral for loans. However, there have been some exceptions in some instances, an example is a SACCO, where a client inherited a large Mailo title and the land had tenants on it. The tenants agreed to buy out themselves with installment payments directly deposited with the lending institution. The buyout price was agreed between the registered landowner and tenants, who then presented them to the financial institution. A dedicated account for the tenants to deposit their installment payments was opened to facilitate the process. However, it must be noted that the institution in question had a long banking history with the successor's father prior to this transaction. Nonetheless, it demonstrates the flexibility that financial institutions could adopt in facilitating either tenants or registered landowners to acquire full and exclusive rights over their lands.

d) Collaboration with MLHUD and District Land Office:

The GIZ/RELAPU collaborated with the Ministry of Lands Housing and Urban Development, the Ministry Zonal Office in Mityana, and the District Land Offices in rolling out the project. This involvement was important in guaranteeing the assurance that the government was out to implement the National Land Policy and subsequently improved the service provision ratings for MLHUD in the locations, as many tenants heard about the district land office, District Land Boards and interacted with Area Land Committees, giving the Ministry a face in localities where it was considered non-existent. However, complaints about fraud and high costs of land services persist. There was a call for further developing aspects of digitalization

and workstreams that will support data integration for information at the subcounty with the District Land Office and eventually with MZO and LIS for the Certificates of Occupancy and Land Use Protocol (LIP).

3.2 CHALLENGES

a) The Administrator General's Office

Given the fact that most beneficiaries of Mailo estates in Uganda are now in the 4th to 5th generation of descendants, the transfer of land rights (titles) through successors over the decades has not happened.

- i. Identification of true registered landowners: Many successors to land titles of private Mailo have not transferred the estates of their deceased benefactors to their names.
- ii. Low completion rates: Both tenants and landowners are challenged with the completion of transactions under all the NLP 4 options, that require consent, endorsement, or grants by the current landowner as reflected on the register of titles.
- iii. Sometimes, heirs are not administrators or are one of the many administrators. Different beneficiaries within the same family approach tenants claiming to be administrators.
- iv. sales or giveaways conducted by previous benefactors are either dismissed, unacknowledged, or labeled as fraud by the current beneficiaries or successors to mailo titles.
- v. Land dealers/brokers approach different members of beneficiary families and use them to stake claims or pursue land transactions.
- vi. A tenant is faced with different agents or successors all attempting to convince them they are rightful owners. Abasigere (appointed agents of landowners) illegally conducting land transactions.
- vii. Fraud at the Administrator General's office on private mailo/ LCs unable to verify the current landowners, especially the successors – some new owners are not keen to continue tenancies.

(b) Succession Registers

Under the Land Succession Law 1912, the Kingdom of Buganda managed and maintained a succession register and distributed estates according to will or law as per customary practices by clan leaders. The registers were clan-based and endorsed transfers on succession through the clan heads up to the Kabaka.

- i. Upon the abolition of the Kingdoms in Uganda, the government enacted the Local Administrations (Performance of Functions) Instrument No. 150 of 1967, under the Local Administration Act (18/1967) to empower the Administrator General to take over the role of the Kingdom under the Land Succession Law 1912.
- ii. In 1975 the Land Reform Decree nationalized the entire land sector by law. Opened up Mailo.
- iii. Local Government Statute (Resistance Council) 1993 and Local Government Act (Cap.243, 1998) repealed the Local Administration Act (18/1967), they did not save the functions entrusted to the Administrator General in respect of the Succession Register, under the Local Administrations (Performance of Functions) Instrument No. 150 of 1967.

- iv. The succession register is based on “blue pages” or paper acres or Parcels of Unascertained Portion -PUPs.” It is now unclear in law, who is responsible for the blue page even as the Administrator General continues to receive applications for certificates of no objection for courts to grant letters of administration.
- v. **Issue:** This has been a huge source of fraud, within the land office, with the complicity of staff of MLHUD, fraudsters have accessed these MRV and blue pages and then claimed for letters of administration on estates that are not subject to letters of administration, even as the Administrator general vetoed the issuance of certificates of no objection for persons applying to become administrators of such estates since 2016. These then proceed to replace owners’ details in the registered and created a corresponding white page – created based on the MRV and blue pages. The famous ‘kibba ttaka’ is created at this stage, when such fraud is uncovered the state of Uganda gets sued by beneficiaries. Currently, 15,000 blue pages exist on paper – never put on the system and were never surveyed and not linked to the cadastre.
- vi. **Gap:** Need to amend the law, assign responsibility, verify, and restart the succession register to support the update of the land registry. Reflect the succession register in the LIS – these parcels are not surveyed.

There have been recommendations for abolishing the blue pages and MRVs, which essentially imply a violent takeover (beneficiaries’ properties) and the functions relayed to the administrator general in 1967, which the 1975 land reform nationalized, when it nationalized the entire land sector by law. There are also arguments about the application of the Limitation Act, yet we do have precedents such as the case of reinstatement of the properties of Indians under the custodian board. Where the state extended the lease on private property for the benefit of the Indians, in the period that the owners did not own the land as the 1975 land decree. The 1912 Succession Law could be handled in the same manner. And indeed, the responsibility still rests with the state of Uganda.

(c) Access to Technical and Professional land services

Mailo is a registered tenure that requires formal technical services in realizing any of the four options of buyout, lease, sale, and COOs by the tenants or landowners. Typically, registered landowners and tenants are referred to the land office by the Area Land Committee, the Resident District Commissioner (RDC), or the court system. In other instances, individuals who have reported cases to the police are referred to the land office, especially criminal trespass for information and documents needed in the resolution of disputes. The district land office, through the district staff surveyor, assists in delineating boundaries and mapping disputed areas. It is common for local leaders and groups of tenants to approach the land office and seek sensitization in specific areas of dispute to provide guidance and information.

High costs of professional technical services such as mapping and surveying, processing the sub-division, mutation, and registration.

- i. Surveyors are accused of leaving residues when they undertake a survey and later self-allocating or colluding with the landowner to acquire them for personal benefit.

- ii. Surveyors collude with registered landowners to reduce the sizes of plots of parcels for tenants and later claim them or reallocate them. “They delay the process, to steal some decimals from your piece of land to be sold to other people.”
- iii. The standards survey fees are not known amongst users, they are unregulated leading to varied charges, which are considered high and unaffordable by both the tenants and registered landowners.
- iv. Registered landowners in negotiations with tenants for any of the options often omit costs associated with survey and registration. This leaves tenants assuming that the negotiated price is inclusive of these costs. Once charged separately the parties accuse surveyors and land services of outrageous costs.
- v. Surveyors are also accused of fraudulent practices such as unexplained delays, and cut-offs in communication. The impunity continues unchecked because there is no individual liability (interdiction, reprimand, caution, and suspension by the public service are ineffective).
- vi. RDCs accuse land offices of being the cause or party to land disputes on multiple occasions because they issue duplicate land titles and contribute to further chaos. It is alleged that corruption in the land office does not allow them to cross-check and validate first whether those seeking duplicate titles are legal administrators of estates or fraudsters!

(d) Access to Administrative Services

Local Council 1 (LC1): plays the most prominent role in mobilizing and sensitizing the tenants on the four options. Have been highly supportive of the GIZ project in mobilizing communities for public awareness creation and training. They are the first point of call – introducing landowners to the tenants and identifying tenants for registered landowners. They are involved in mediation between landowners and tenants. Facilitate land transactions and witness land agreements. Charge land transaction fees: sale fee – 10% and witness fees - negotiated. However, they are:

- i. Dismissive of the legal requirement to have the consent of the owner on land transactions if their fee is paid.
- ii. Accused of being corrupt – they witness and endorse sales to more than one buyer on the same piece of land.
- iii. Fail to mediate exorbitant buy fees or unreasonably low purchase values proposed by the registered landowners for tenants. Often, registered landowners doubt the suggested figures accusing LCs of being politically favorable to tenants, and similar accusations are made by tenants when the registered landowner receives positive backing from LCs.
- iv. LCs may not have legal expertise on land, but they are the key entry point and initiators of actions at the community level for most aggrieved parties on land matters.

Area Land Committees (Village Level): Hold statutory responsibilities for land administrative functions in the processing of land registrations and carrying out the inspection of boundaries, verification, demarcation, and adjudication.

- i. They have proven to be highly supportive of any of the options. Their active participation is crucial and highly facilitates the implementation of these options.

- ii. They maintain detailed records of land conflicts, assist in arbitrating between registered landowners and tenants, and verify registered landownership. The records they keep reflect their dedication to ensuring a fair and equitable resolution for both parties.
- iii. However, they do not have full knowledge of all four options. Receive limited funding from the government to carry out their functions and only receive facilitative allowances from projects involved in the 4 options.
- iv. Terms Transitions – political interference – manipulation in appointments (for District Land Board)

Sub County Chief (Recorder): Has the statutory responsibility for keeping records associated with all 4 options, as an added responsibility to the sub-county chief without additional support from the central government for these functions. Therefore, lack infrastructure, staff, and funding to perform these roles.

Mediation Committees (from GIZ intervention areas): It is comprised of the chairperson of the Area Land Committee, the LC3 chairperson, the sub-county chief, and the CDO.

- i. Offer voluntary services to resolve disputes between registered landowners and tenants.
- ii. Facilitate tenants to verify the true owners of registered land, so they enter a relationship with genuine landowners as a response to raising fraud and impersonation by land dealers or beneficiaries in successor families of private Mailo owners.

(e) Influence of Political Leadership

Political offices prioritize the directives of the executive on land matters over legal provisions with respect to tenants and registered landowners. The Resident District Commissioner (RDC), Security Officer (DISO), and District Police Commander (DPC) are responsible for implementing the presidential directive prohibiting the eviction of tenants, regardless of whether it is based on a court ruling or other circumstances, providing protection for both tenants and registered landowner when requested. At the district, they coordinated their responsibilities through the district security committee which reviews, vets, and approves or disapproves land boundary re-openings, evictions, and meetings between registered landowners and tenants. The only evictions allowed are those between two landowners without tenants involved.

- i. In the exercise of their responsibilities, they sometimes invite involved parties for arbitration, seek information to validate ownership from the technical land offices, involve both district surveyors and their private surveyors in reopening land boundaries, and facilitate meetings introducing registered landowners to tenants in communities/villages.
- ii. With this approach, they claim to build confidence within the community about the processes they are involved in. An example here is White Oak Farm in Kassanda District which purchased 200 acres of which 5 acres had tenants with their agreements who had been there for over 20 years. The purchaser was informed eviction was not permissible but the other options of compensation or negotiations for buy-outs or land-sharing were recommended.

- iii. RDC and DISO are accused of interfering with the court and judicial processes, failing the execution of court orders (their allegiance is elsewhere to appointing authority), and are not knowledgeable on land matters.
- iv. For financially capable tenants, the RDCs office supports them to pursue the buyout option. Those with sizable lands are advised to consider land sharing if they are not interested in buyouts. However, there are unscrupulous landowners, in fact, elders, who deceive tenants into land-sharing agreements and attempt to take full ownership before concluding the delivery of titles following a land-share agreement.

LC5 Chairperson: The office is drawn into land matters because of the hierarchy in political leadership and the need for accountability to voters. It is common for people to seek help from politicians. They also receive directives from the president's office to mediate disputes. It is important to coordinate with technical land offices for guidance when such directives are issued and in responding to requests for mediation. They mediate disputes between tenants and landowners, especially when landowners deny tenants the opportunity for a buy-out. They claimed that the services they render maintain an environment of stability and support the coordination of projects including that of GIZ. They claim to educate the public on the importance of acquiring titles and the regularization of tenants both on the radio and in physical meetings.

- i. Because they are political leaders, they are accused of favoring large (audiences) numbers of tenants who are their voters in most land disputes against registered landowners.
- ii. Land sharing is highly discouraged by politicians. Instead, paying nominal ground rent is encouraged and deposits at the sub-county are recommended, if the registered landowner rejects the low amounts stipulated in the regulations. They present all other options as costly and unnecessary.
- iii. FGDs and KII reported that they provide inconsistent information to tenants on how to pursue or realize the four options, promoting politically correct options. They discourage tenants from engaging with those claiming to be registered landowners but lacking proof of their registered landownership.
- iv. "Politicians have complicated the situation by using the popular but vague term "land grabbing," which misleads the public fueling land conflicts instead of sensitizing on the four options, they sound an alarm to communities that any of the four can easily be land grabbing so people should be on the alert".

Without a shared understanding or complimentary message, contradictory advice and guidance have been offered to tenants and registered landowners alike by political leaders of rival parties, leading to misguided actions and rising tensions, negatively impacting communities, especially tenants who are locked in disputes or conflicts with their registered landowners or those threatened with evictions.

The results of all four options depend on (a) the results of mediation and negotiation between registered landowner and tenant, and (b) the involvement of various stakeholders such as courts, police, land committees, and the Resident District Commissioner as mediators. However, politicians portray the mediators as land grabbers, which affect progress. It is important to remind people that politicians themselves do not live on kibanja; they possess registered titles, RDC.

Politically, the dynamics tend to favor tenants due to their large numbers, they are viewed as voters in the eyes of leaders, putting landowners at a disadvantage. Political leaders strongly encourage the practice of buyouts and do not support land sharing. They thus advise their constituents not to accept it as it is unfair to the parties involved. Political leaders fully support the issuance of Certificates of Occupancy and have actively assisted GIZ officers in reaching out to communities to raise awareness about the importance of documentation and understanding rights and responsibilities.

There is no incentive to pursue any of the options when political leadership promotes and emphasizes busuulu as secure. "At the district level, all four policy options are favored and there is no resistance, it is at the national level where the resistance to some of these options is. When a big person in government buys a big piece of land with tenants on it, they tend to overlook the law and threaten to evict lawful tenants. There must be a loophole in the law that allows frustrated registered landowners to sell to big men who then evict tenants...even when the law is protective of tenants the corrupt judiciary favors the financially strong registered landowners to secure eviction notices" LC5 Chairperson.

(f) Proposed Abolition of Mailo Tenure

In Buganda, any attempts to abolish mailo will cause social unrest, escalate land disputes, and cause chaos. This will not only be landowners rioting but the tenants as well because they understand the social-cultural nature of relations on mailo beyond the property relations on land as an asset.

Eliminating mailo by political commentary will not solve the land question in Uganda, it will only exacerbate the situation and lead to adverse consequences. In the first place, it will be interpreted as an attack on the people of Buganda, secondly, the registered landowners will demand compensation - which is their constitutional right, not nominal compensation but at market value.

"Whoever is pushing this and thinks they will offer nominal compensation may have to amend the 1995 Constitution first, why not just regulate busuulu to market values and rest the case"

"Abolishing mailo is the government stealing our land, it will cause a lot of conflict between the people and the government, not just registered landowners".

"Mailo is a private tenure, a private tenure is one that the government regulates but does not own. If the government is interested in abolishing private tenure, then it must have resources /funds/monies to pay the owners and then change it into whatever they wish to baptize it into, if not there is not going to be a law that will succeed in erasing private tenure – Amin tried, and we see the results".

From the KIIs, If the government ever decides to go ahead with the abolition of mailo, a wholesome approach is not advisable, it is essential to clarify the specific aspects to be abolished. If the decision lacks clarity, it will lead to misinterpretations and misunderstandings, miscommunication can overshadow potentially positive initiatives, what

are the exact concerns that the abolition addresses and what viable alternatives does it provide? one-sided measures can also lead to conflicts. Registered landowners advise that “Let us not forget that it is a form of freehold, so even if it is abolished, the individual still retains possession of the land they currently own, so what legal documents would you want to replace in the existing mailo titles because it would be a mere replacement of documents and erasure of the word "mailo".

4. PRACTICE ALTERNATIVES TO THE NLP OPTIONS

Beyond the four options detailed in law and policy, there are undocumented acts and arrangements that tenants and registered landowners practice as a way of either improving how the options function or as a remedy for their shortfalls. These come either as variations in existing practices under specific options or as new practices that have emerged in the recent past to cope with the current context or events in their midst.

a) Variations in Existing Practices

The payment of Busuulu and Envujjo, has been widely practiced by tenants and registered landowners since Mailo tenure was created. In 1928, the values and amounts were set in the Busuulu and Envujjo Law of 1928 until the abolition of the Mailo Tenure under the 1975 Land Reform decree. Upon reinstatement of Mailo in the 1995 Constitution and the Land Act Cap.227, only the Busuulu was regulated as nominal ground rent. In practice, the amounts set by the government as the standard rates for payment of busuulu have been superseded by the practice of negotiations between the registered landowner and tenant, who agree on amounts that are still nominal in nature irrespective of local, size, and use of land but above the stipulated amounts. These range between 10,000/= to 50,000/= and not 5,000/= as set by law and regulations. These amounts are above the statutory figures, but they are not economic rates. They are '**negotiated rates**', that offer some level of cost-recovery for the administration of tenants' Mailo issues for the registered landowner and foster better relations between the two parties.

Other variations include:

- i. In respect of the **Envujjo**, tenants have continued the practice of sharing portions of their harvest with landowners whenever the opportunity presents itself, especially during the harvest period, which helps maintain good social relations.
- ii. Registered landowners in the administration of their extensive Mailo estates, have always appointed caretaker administrators “**abasigere**” as a practice for coping with the management of their extensive land holdings, or for the long periods of absence occasioned by attending to other matters or being absentee registered landowners. This practice has continued in the present-day set with mailo landowners appointing either the tenant or LC1 chairperson residing on their land as “**Omusigere**”. In other instances, instead of the registered landowner appointing a “**musigere**”, the tenants have self-organized and either nominated one or appointed one at the request of the landowner. The variation is that these have taken on more than caretaker functions and, in some instances, collecting busuulu on behalf of the landowner and delivering busuulu receipts to tenants. These individuals bridge the gap between registered landowners and tenants and can greatly improve registered landowner-tenant relations because they are readily available and live amongst tenants with unfretted access to the registered landowner.

- iii. The subdivision of a Kibanja for inheritance or for successors or give-away by tenants as a gift to family members has always required the consent of the landowner and the **payment of a recognition fee (“Kanzu”)** by the recipient for a new status of “tenant.” Currently, tenants to thwart the collection of nominal ground rent from extended families, have gifted, given away, or shared by inheritance tenancies that are sub-divided and awarded without the consent of the landowner. It is argued that with such extended families, only the original tenant pays busuulu to the dismay of the landowner.
- iv. The practice of recognizing a new tenant with the payment of a recognition fee called “Kanzu” has been long-standing in the administration of relations between registered landowners and tenants. This recognition contributes to positive social relations as the legitimate form of acceptance of new tenants by the landowner. However, this is lately contested and ignored by tenants who sell or bring on their Kibanja’s new persons, leaving many registered landowners with hundreds of residents on the Mailo title that are formally unknown to them. This is a practice fueled by defiance of illegal tenants and is encouraged by the political class, especially those rooting for the abolition of mailo tenure.
- v. In land transactions on Kibanja or other tenures, the LC1 office always charges a fee for witnessing the land agreement and charges no more than 10% or sometimes a negotiated percentage. This practice is common across the country and is not limited only to Mailo tenure or kibanja transactions. Transactions between registered landowners – tenants continue to adhere to letting the LC collect witness fees (as a percentage). It is considered user-friendly and adaptable to local contexts as actors legitimize transactions and socialize the buyers with the local community.

b) New Practices

Tenants have developed the practice of sub-dividing their tenancies (kibanja) and selling them to others “kibanja” to increase their number, so they have a larger voice to bargain with the landowner who is outnumbered by the **large crowds of tenants**. The sales are made without the consent of the landowner. This is a practice that has been used to stall evictions. It is also used by tenants as a response to landowners selling to land dealers, who have the “power” and the “ability” to evict tenants, it becomes weighty for the land dealer to evict a village or more, without inviting the intervention of government at the local or national level as well as political leaders. This has greatly reduced the frequency of evictions.

Other new practices include:

- i. Registered landowners, on the other hand, have developed the practice of selling their Mailo titles to **land dealers** with the necessary political connections, economic muscle, and the ability to override the Presidential Directive for non-eviction of tenants. This is in response to the low values of nominal rent for landowners, and failure to persuade tenants to buy out their tenancies and upgrade to mailo titles. In pursuit of economic value, the sale is made without any notice to tenants and without offering them the first opportunity of purchase as the law requires. The buyers often land dealers with access to power and guns have violently evicted tenants leading to homelessness and the destruction of property for tenants. The response from tenants is self-organized defense, especially when local authorities

cannot halt the evictions, sometimes leading to bloodshed, killings, and lynching of registered landowners and their representatives.

- ii. Landowners in a bid to extract more value from tenancies since the nominal ground rent is too low have introduced a new rule, that tenancies or Kibanja, wherever they exist exclude **resources** such as “sand, wetlands, murram, and valuable wood trees”. This is vehemently challenged and opposed by tenants, sometimes leading to violent clashes. In Kayunga district, it is the talk of the town, with many cases lodged before local council courts by tenants and registered landowners alike on who has the right to harvest such resources between the registered landowner and the tenant when they obtain on a Kibanja. Landowners have also adopted the practice of **limiting the land areas** used by the tenants by **prohibiting certain activities** such as brickmaking, tree planting, and sand mining.
- iii. In buyouts, landowners have hiked prices with the justification of appreciation of land values in the land market, setting aside agreements already committed to with tenants. With regards to land sharing, they have made of locations regardless of the use of land claiming the fertile areas and with COOs, they have hiked the rates of negotiation busuulu. To tenants, all these acts are designed to frustrate them and make land unaffordable.

c) Lessons from the Churches in Mubende - Mityana

In Mubende/Mityana, both the Anglican Church and the catholic church hold large estates of land for the fulfillment of their missions. These churches received land in respect of three missions for which they exist; gospel (evangelism), education (schools), and health (hospitals). Holding those large tracts over time has meant that they have occupiers, squatters or encroachers or other persons living on their land. Occupants were allowed to stay on land in service of the three objectives – teachers, lay church leaders, workers, nurses and doctors, cleaners, gardeners, etc.

Formally the church institutions claim not to have tenants, as those that have occupied have never paid any form of payment or acknowledgment. “the church does not negotiate with squatters, waits for them to die, but they do negotiate with the descendants of the squatter or encroachers.” The churches (even Catholics) do not accept /charge ‘ground rent or busuulu’. Advises them to acquire land elsewhere. Do not collect busuulu or ground rent (would be an acceptance of a kibanja), and do not recognize tenants. Do not evict occupants in case of need land to further the 3 missions – relocates, compensates developments, negotiations of how to go forward. The church is tolerant but makes it known to the squatters, that they are trespassing.

However, churches are more challenged on land donations to the churches: Land donations (in either kibanja or mailo title) with occupants – maintained and not evicted, they do not pay busuulu. Still, they are faced with attempts to occupy church land – kyesenza, good records + tolerance but make it known to the occupants that they are trespassing. (court cases – Catholic and Anglican). In some instances, the church was a tenant on mailo land Kaweeri (Kibanja on a mailo owner) or Kiyinda-Mityana (Buganda Land Board).

Sometimes, the church can do buyouts (purchase those who offer to it – neighbors, descendants of occupants), and leases on requests, especially in urban areas. No operational

guidelines except the Synod's directives – Anglican and robust systems of record keeping and safeguarding their property.

There are no burial grounds on church land but specific places are set up as a communal cemetery (encourage burial relocation). Despite the rules, the church lands are not free of illegal tenants and encroachers – they must be vigilant in keeping their lands vacant for the purpose for which they intended.

Under certain conditions, the church engages in buyouts (with approval of the Synod of the Anglican Church):

- i. When tenant/landowner requests the churches to buy out (often neighbors or descendants of the person who made land donations or gifts to the church)
- ii. Compensate development on church land, where they intend to expand their projects or start new in service of the 3 objectives, if the church lets the developments happen under their watch.

The church can lease land depending on location, value and high points of the land determines whether the church can lease out. Urban areas are left for church expansion and its projects – no lease. Rural – possible to lease. When the church is dealing with squatters – there are no operational guidelines, but they consider issues on a case-by-case basis.

d) Lessons from the Buganda Land Board

It oversees tenants either on the Kingdom's land or the Kabaka's land as administrators. It undertook a comprehensive systematic mapping to identify the number of tenants and acreage under tenancies. It included picking the coordinates for locations of different tenancies. BLB also developed a digital system based on physical mapping and identification of tenants/ occupants of BLB land, with location coordinates in a database. This system is computerized and digital for registering tenants.

Buganda Land Board does not evict tenant and only collect busuulu from registered tenants (file number or ID number – LIN: this is the account into which or upon which the busuulu is paid and all other land fees). It does not charge any arrears on busuulu upon regularization.

BLB issues two types of legal documents – 'ebaluwa eyo obusenze' (tenancy agreement -not verified by the ALC) and 'kyapa mu ngalo' (leasehold). The verification of these interests before issuance of documentation is done by the BLB structures – omutongole up to owesaza. It has also developed standardized legal documents for all transactions on land. Everything is documented in a standard format – will, sale agreement, tenancy agreement, busuulu tickets, lease, (consents to leases, subleases, kanzu, boundary verifications, bank loans, etc.). Fees are paid for all these services.

The BLB has also held promotion campaigns in partnership with banking institutions to encourage tenants to regularize their interests and claims; kyapa mu ngalo was carried out with Centenary Bank, which subsidized the campaign on the roll-out. The rates for land surveying and documentation were lowered to 100,000/= for rural areas and 400,000/= for and for the outskirts of the 600,000/= and 1,200,000/= for the divisions of the city centres.

Buganda Land Board does not sell mailo land, in special cases, they can approve leases beyond 48 years up to the lease – 99 years. If tenants so desire to sale their tenancy to Buganda Land Board, they can buy back Kibanja from tenants (either for reallocation or to resolve tenancy).

e) Lessons from the RELAPU Project:

The GIZ/RELAPU project is the primary reference in respect of CoOs and LIPs in this report. The project as of October 2023, had issued 93 Certificates of Occupancy (CoOs) and 84,190 LIPs with 27,399 (32.5%) issued to women in the districts of Mubende, Mityana, and Kassanda. The gap between the CoOs issued and LIPs completed is large showing low levels of completion which are driven by outdated land registry and challenges of succession. Specific to mailo and native freehold is the additional challenge of succession registers (PUPs). The LIPs completed however, have not been enthusiastically collected from the sub-county as expected, mainly due to the fact that the local governments of these three districts through their councils, resolved to levy a standard fee to support the operations of the subcounty office of the recorder. Having been promised free issuance at the standard of the project, many beneficiaries who are tenants have rejected the extra levies and opted not to collect the LIPs.

Whereas the project was challenged at the start with the identification of landowners, the subsequent sensitization and set up of the mediation committee improved its success rates in enrolling both tenants and registered landowners to support the process of mapping or surveying and consent to activities that led to a better relationship between the parties. Subsequently, the tenants improved their compliance with the tenancy terms – paying busuulu including arrears and paying Kanzu fees that they had previously reneged on. This change in recognition of who holds the registered right greatly endeared the registered landowners to the GIZ project.

The LIPs have been accepted across financial institutions to secure access to financial services such as loans and guarantees and have greatly improved the value of land in both the land market and in terms of loanable amounts that can be accessed from banks and SACCOs by tenants.

The LIPs have also turned out to be a powerful instrument for registered landowners in closing off further encroachment or new occupants on land that is not authorized or for whom the owners have not granted consent. This has improved the regularization of tenancies for new Kibanja seekers and has improved compliance with the regular payment of busuulu that is agreed upon between tenants and registered landowners.

A key lesson of the RELAPU project was the emphasis to tenants on the value of observing the requirement for the consent of the registered landowner in land transactions to qualify as project beneficiaries. Landowners are not at ease with a CoO being granted as encumbrances on their titles as it constrains other transactions reducing the property values of their land in respect of this acknowledged interest. However, the LIP is a document of social evidence as endorsed by those that co-exist with the tenants and is given social legitimacy by the local population.

28th October 2023

A number of questions are still understood with respect to the LIP, given that it fulfils most of the requirements for the issuance of a CoO could it be elevated top status of a Land Inspection Report to avoid the dual cost of verifications by the District Land Office.

5. EMERGING ISSUES AND CONCLUSIONS

5.1 Perceptions

Buyout is the most popular, well-known, appreciated, and applied option. It is ranked in this manner because it resolves the tenant-registered landowner relationship, disentangles the multiple rights, and results in full and exclusive land rights to either party that executes the buyout.

- i. It is a straightforward practice in which the price of land is dictated by the prevailing market conditions. There was a call for some form of regulation on pricing by the tenants, however, such a regulation in the land market is complex to envisage. However, there are calls for land valuation lists in the districts as a guide to land market values.
- ii. The power imbalance between the registered landowner and the tenant leaves room for exploitation by either party through over-pricing or underpricing on offers for the first right of purchase.
- iii. The terms and conditions for buyouts are often not properly stated by either of the parties in their completeness – excluding the associated costs of surveying, subdivision, transfers, and registration thus hindering completion rates under this option. Often landowners assign these costs to the tenants.
- iv. Buyouts are considered expensive for tenants, but registered landowners argue that they do not impoverish tenants because they acquire land as a full asset. However, both tenants and landowners called for individual access to the Land Fund to facilitate buyouts by tenants and the purchase of mailo interests held by the registered landowners.

Land sharing is moderately practiced, and its benefits are not well known, although it is preferred by the landowners. For tenants, it is affordable and does not require cash to transact.

- i. However, its application is hindered by the absence of stipulated ratios to guide the sharing between the landowner and the tenant. The common practice in land sharing is guided by the precedent set in the ratios applied in compensation in respect of public projects on Mailo land, currently at 30% to landowners and 70% to tenants. Whereas tenants prefer these ratios for land sharing as influenced by experience, the registered landowner on the other hand prefers a 50:50 ratio or more the 40:60. The distinct difference between them is that compensation rates focus on land developments while land sharing focuses on land rights.
- ii. For tenants, this is the option with many unknowns that need further regulation in terms of setting ratios of sharing between the parties or at least standardizing them and providing support to even out the power imbalance in negotiations.
- iii. Many landowners practicing this option have frustrated tenants by taking possession of shared land, disposing of it, or reselling it to other buyers before the completion of surveying, and titling of the tenants' portion.
- iv. Landowners prefer to share accessible, fertile, resource-rich locations – sand, big trees, and murram under this option to the disadvantage of tenants.

Certificates of Occupancy (COOs): It has not been practiced outside the GIZ project, for the moment it is applied in the districts of Mityana, Mubende, and Kassanda.

- i. Where it has been applied registered landowners can verify the actual number of tenants on their land and the acreage they hold, effectively closing out new claimants or encroachers in the future.
- ii. Landowners are positive to increased payments of busuulu as tenants regularize their interests on land and arrears of both ground rent and recognition fees ('kanzu') collected.
- iii. However, many registered landowners are not eager to have COOs registered on land titles as encumbrances.
- iv. Even though landowners consent to COO they feel, these do not resolve the fundamental issues around the registered landowner-tenant relations, instead, they seek to continue the relations, which still requires the collection and payment of busuulu and maintains the acrimony from this small payment.
- v. Tenants are comfortable continuing to pay busuulu rates annually although they are bothered by the fluidity of the relationship when landownership changes.

Leaseholds on Mailo: It is the least understood, practiced, and appreciated option by both landowners and tenants, except by the Buganda Land Board (Kyapa mu Ngalo campaign).

- i. With this option, tenants were skeptical about moving from the enjoyment of perpetual rights to time-limited rights set within the terms and conditions of the lease that must be fulfilled.
- ii. There is fear of the loss of reversionary interests. Buganda Land Board has overcome this by providing for automatic reversion to tenancy status upon the expiry of the lease.
- iii. The majority of the private mailo owners and tenants did not feel that this option was feasible or applicable to their lands.

The **payment of ground rent** confirms a tenant as legal and lawful, acknowledging the existence of a relationship that is known by the landowners, neighbors, and peers.

- i. Nominal rates set by the government – whether by the district or MLHUD are not in effect on the ground. It was too low and unfair to the landowners. In practice, negotiated ground rent has overtaken the provisions of the land law and land policy. There are no economic rates paid by tenants or charged by landowners, that consider the size of land – acreage, location, value, and use of land (production).
- ii. It is common for absentee registered landowners to receive ground rent through "basigere" or appointed land agents, 40% of busuulu is paid through basigere. If indeed, most ground rent is paid through agents, and yet the reasons for most non-payments are advanced as landowners not being known, registered landowners rejecting payments, and the payments being regarded as unfair, then it is essential to build a cordial working relationship between registered landowners and tenants through the agents, by regulation in law, prescribing a standard format for appointment, roles, and responsibilities – including the powers assigned.
- iii. Whereas there is an improvement in the payment of busuulu, which is formally acknowledged with the issuance of receipts, the receipts are varied and sub-standard. The receipts must be prescribed and gazetted in a standardized format so that they are recognizable across communities.
- iv. None of the districts surveyed had implemented the directive to receive busuulu at the sub-county in respect of absentee landowners. The sub-counties cited the

absence of dedicated bank accounts and public finance regulation in respect of this directive, which has left tenants stranded on where to make such payments.

The **tenant-registered landowner relationship**: the number of tenants on mailo tenure continues to grow due to inheritance or division practices in which current Kibanja holders continue to share, give away, and subdivide between families and extended families or sale to purchasers.

- i. Contrary to the commonly held belief that tenancies are mostly transferred by inheritance; results show an active land market on kibanja land in which at least 70.2% of parcels have been acquired through purchase.
- ii. More than 30% of the land transactions on the kibanja by tenants are concluded without the consent of the registered landowners, making such transactions illegal, 50% of these are in Kayunga District. The provisions for obligatory consent in law are ignored in practice.
- iii. There are a variety of documents on tenancies including sale agreements, LIPs, Busuulu Receipts, COO certificates, and Wills. Sale agreements are the most common demonstrating the active sale and purchase of Kibanja taking place.
- iv. The registered landowners are known by tenants for at least 75% of the land parcels covered in this survey, implying a low rate of absentee registered landowners for about 25% of lands occupied by tenants in the districts surveyed, except for Kayunga Districts, in which only 15% of tenants knew who their registered landowners were.

On gender, it is striking that both male and female tenants consider buyouts and COO acquisitions the most affordable.

- i. Both males and females acquired land primarily through purchase, even though women are limited in purchase due to lower incomes and lesser ability to access financing.
 - a. In all options, however, men prefer to co-own or co-hold tenancy interests over land with their children rather than spouses.
 - b. women access to land when they are much older compared to men, and marriage is still an important avenue for women to access land.
 - c. There is evidence of improving parity in the transmission of land through succession for both genders, as women increasingly receive proportionate shares of land at inheritance and land grants or gifts.
- ii. Just as overall the requirement for spousal consent to land transactions by the owner is routinely ignored in sale and purchase, the requirement for spouse consent to land transactions is also routinely ignored.
- iii. Female tenants on Mailo invest at a rate of 45% compared to male tenants at 37% in terms of investment per acre as a percentage of income per acre. Investments in this regard include the hiring of labor especially in the planting or weeding season, the purchase of herbicides for weed control to attain zero tillage, and the purchase of improved seeds for planting.
- iv. Whereas males and females experience the same levels of conflict on tenancies, for more the threats arising from boundary conflicts are more severe as they are the daily users of land who confront the expression of dissatisfaction or physical forms of the threats.

5.2 Successes, Challenges, and Lessons Learned

Sensitization and Public Awareness are recognized as essential in the implementation of the 4 options. This needs to be ongoing because of emerging issues and responding to unintended issues and consequences that need to be regularly addressed on a continuous basis. Taking from GIZ's project areas, it was key that:

- i. Content of public awareness messaging is based considers two elements: the technical factual content based on law and policy provisions, and the populist views taken forward by political leaders.
- ii. Incentivized messaging for landowners was necessary to draw in their participation, the promise of knowing new information that was previously unavailable, the acreage, the number of tenants, and the possibility of recouping rent in arrears and payments of Kanzu. Tenants would get updated details on their land parcels.
- iii. The project targeted more tenants as an audience and less the registered landowners, hence the messaging was not balanced, and the messaging was skewed to one party rather than both parties.
- iv. The project delivered sensitization through service providers in the land sector, the district technical offices were not involved yet they are the first point of referral on land matters.
- v. The branding of the project towed it away from MLHUD and district technical staff in a sense of ownership of project outcomes.

Land Conflicts and Disputes among Tenants. The overall incidence of conflicts and disputes is 16%. According to landowners, they are more affected by the severity than the prevalence, sometimes resulting in death. There is enormous discontent among tenants with grievances that are not handled, and failure to detect them before they erupt into conflict.

- i. The main cause of conflicts is boundary discrepancies and land use disagreements in terms of restriction on harvesting resources and preferring to negotiate or share on land with coffee trees, sand, or matured trees likely to produce wood.
- ii. Landowners are associated with evictions at 47.6% and contestations of inheritance and land documents at 37.5%.
- iii. The prevalence in the control areas (without LIPs) was more than twice (23.1%, 83 out of 359 parcels) than in the intervention areas (with LIPs issued), 11.2% (46 out of 411 parcels).
- iv. The processes to operationalize the 4 options all bred conflict regarding negotiations, ratios for land sharing, and payment arrangements.

Effective use of Land by tenants: The size of Kibanja held is 0.9 acres across the study districts except for Butambala and Mityana which stand at 1.4 acres. The assumptions on increasing acreage under cultivation on Kibanja do not hold in this respect. With this size of land holding most of the tenants, opt for buyouts or COOs rather than land sharing which is preferred when tenants hold more than 5 acres of land.

- i. Impasse: Whereas the tenants are exercising effective use of their Kibanja (80%-100%) in all the study districts, the registered landowners are locked out of the utilization of the land they own. The registered landowners agree that there is no land use impasse instead there is a 'land development impasse'

- ii. Income: Self-reported income per acre is higher amongst tenants without LIPs at approximately UGX. 620,000 annually, then those holding LIPs at approximately 440,000 annually. The issuance of LIPs is on pre-existing kibanja and does not increase the acreage of land available for use. However, this does not account for varying prices for agricultural products in different locations.
- iii. Investment: the rate of investment of incomes in production per acre is higher among tenants in the LIP (42%) than in the non-LIP areas (38%). Importantly, this is plough-back income but not credit.
- iv. Only 4.2% of all the parcels inquired about in the survey could be used for credit. The reasons for accessing credit are not necessarily related to investments in land or improvements on land.

Land Prices and Loans for Kibanja: Both Banks and SACCOs accept both sale agreements and LIPs as collateral to secure loans for tenants. The requirements are standard across with endorsements from the LC chairpersons, physical visits for due diligence, and confirmations from neighbors.

- i. LIPs have caused an increase of 75% to 100% in land prices in Kassanda (one acre from 4.5M to 7M) and Mubende (one acre from 2 to 4M) but show no effect in Mityana. In the control districts of Kayunga, Butambala, and Kiboga the average price of an acre is 8M.
- ii. In the GIZ project areas the loanable amount increased by over 180%. In Mubende (from 3.5M to 10M per acre) and Kassanda (from 2m to 7M). In the control districts, an acre of Kibanja attracts loanable amounts of 5M in Kiboga, 1M in Kayunga, and 2M in Butambala.
- iii. Obtaining the consent of the landowner before granting a loan to a Kibanja holder is the most challenging as many landowners reside far away, in Kampala or other areas.
- iv. However, SACCOs and Microfinance institutions rarely seek the consent of the landowner except when their names are mentioned in the land sales agreement, e.g., FINCA. There is a reduction in loan amounts due to this risk on Kibanja.
- v. Tenants fraudulently obtain several loans from different financial institutions using duplicate land sale agreements or several sale agreements endorsed by LC1. This can only be eliminated by reference between lending institutions.

Collaboration with MLHUD and District Land Office improved services provision ratings for MLHUD in the areas as many persons had only ever heard of DLB, but never put face it, except for the survey services, for complaints of fraud abound. Collaboration with MLHUD (for buy-in) and district land offices (for rollout) meant that the project was able to develop aspects of digitalization, and workstreams for later data integration into the National Land Information System (NLIS).

The Administrator General's Office has the central mandate of ensuring that the estates of deceased persons are managed according to the law, given the fact that most beneficiaries of Mailo estates in Uganda are now in the 4th to 5th generation of descendants, the transfer of land rights (titles) through successors over the decades has not happened.

- i. Identification of true registered landowners: Many successors to land titles of private Mailo have not transferred the estates of their deceased benefactors to their names.

- ii. Low completion rates: Both tenants and landowners are challenged with the completion of transactions under all the NLP 4 options, that require consent, endorsement, or grants by the current landowner as reflected on the register of titles.
- iii. Sometimes, heirs are not administrators or are one of the many administrators. Different beneficiaries within the same family approach tenants claiming to be administrators.
- iv. Sales or giveaways conducted by previous benefactors are either dismissed, unacknowledged, or labeled as fraud by the current beneficiaries or successors to mailo titles.
- v. Land dealers/brokers approach different members of beneficiary families and use them to stake claims or pursue land transactions.
- vi. A tenant is faced with different agents or successors all attempting to convince them they are rightful owners. Abasigere (appointed agents of landowners) are also illegally conducting land transactions.
- vii. Fraud at the Administrator General's office on private mailo/ LCs unable to verify the current landowners, especially the successors – some new owners are not keen to continue tenancies.

Succession Registers: Under the Land Succession Law 1912, the Kingdom of Buganda managed and maintained a succession register and distributed estates according to will or law as per customary practices by clan leaders. The registers were clan-based and endorsed transfers on succession through the clan heads up to the Kabaka.

- i. Upon the abolition of the Kingdoms in Uganda, the government enacted the Local Administrations (Performance of Functions) Instrument No. 150 of 1967, under the Local Administration Act (18/1967) to empower the Administrator General to take over the role of the Kingdom under the Land Succession Law 1912.
- ii. In 1975 the Land Reform Decree nationalized the entire land sector by law. Opened up Mailo.
- iii. Local Government Statute (Resistance Council) 1993 and Local Government Act (Cap.243, 1998) repealed the Local Administration Act (18/1967), they did not save the functions entrusted to the Administrator General in respect of the Succession Register, under the Local Administrations (Performance of Functions) Instrument No. 150 of 1967.
- iv. The succession register is based on “blue pages” or paper acres or Parcels of Unascertained Portion -PUPs.” It is now unclear in law, who is responsible for the blue page even as the Administrator General continues to receive applications for certificates of no objection for courts to grant letters of administration.
- v. **Gap:** Need to amend the law, assign responsibility, verify, and restart the succession register to support the update of the land registry. Reflect the succession register in the LIS – these parcels are not surveyed and need a special project to survey them.

Access to technical and professional land services – impunity continues unchecked because there is no individual liability (interdiction, reprimand, caution, and suspension by the public service commission are ineffective).

- i. High costs of professional technical services such as mapping and surveying, processing the sub-division, mutation, and registration.

- ii. Surveyors – costs or standard fees unknown, desk survey, residues, unexplained delays, cut-offs in communication.
- iii. Registered landowners and tenants in the negotiation of buyouts, sharing, and COOs, omit the costs associated with survey and registration leading to disagreements.
- iv. RDCs accuse land offices of being the cause or party to land disputes on multiple occasions because they issue duplicate land titles and contribute to further chaos.

Access to administrative services is essential as such offices as local councils play a prominent role in mobilizing and sensitizing the tenants on the four options. This is the first point of call for introducing registered landowners to the tenants and identifying tenants for registered landowners. Local administration facilitates land transactions and witnesses land agreements at a fee of 10% of the cost of the transaction. However, they are:

- i. Dismissive of the legal requirement to have the consent of the owner on land transactions as long as their fee is paid.
- ii. Accused of being corrupt as they witness and endorse sales to more than one buyer on the same piece of land.
- iii. LCs are accused of being politically favorable to tenants, and similar accusations are made by tenants when the registered landowner receives positive backing from LCs.
- iv. LCs may not have legal expertise on land, but they are the key entry point and initiators of actions at the community level for most aggrieved parties on land matters.
- v. LCs maintain detailed records of land conflicts, assist in arbitrating between registered landowners and tenants, and verify registered landownership.
- vi. In the GIZ project the Mediation Committee was most important in supporting tenants to verify the true owners of registered land, so they enter a relationship with genuine landowners as a response to fraud and impersonation by land dealers.

Influence of political leadership: Political offices prioritize the directives of the executive on land matters over legal provisions with respect to tenants and registered landowners.

- i. Political leaders are accused of failing to coordinate with technical land offices for guidance when implementing directives especially on evictions and in mediation.
- ii. They are accused of interfering with the court and judicial processes, failing the execution of court orders (their allegiance is elsewhere to appointing authority), and are not knowledgeable on land matters.
- iii. They provide inconsistent information to tenants, promoting politically correct options. Land sharing is highly discouraged by politicians. Instead, paying nominal ground rent is encouraged and deposits at the sub-county.
- iv. For financially capable tenants, the RDCs office supports them to pursue the buyout option. Those with sizable lands are advised to consider land sharing if they are not interested in buyouts.
- v. They are accused of favoring large (audiences) numbers of tenants who are their voters in most land disputes putting registered landowners at a disadvantage.

The proposed abolition of Mailo tenure is a consistent message to tenants and registered landowners from the political leadership of the Ministry responsible for lands. However, it was observed that this proposed abolition may not resolve the underlying issues failing the peaceful co-existence of tenants and registered landowners on this tenure.

- i. Any attempts to abolish mailo will cause social unrest, escalate land disputes, and cause chaos as both tenants and registered landowners will be equally aggrieved.
- ii. Abolition is viewed by many as a land grab intended to punish the Kabaka and the Mengo establishment, which is the largest landowner in Buganda by the political class. However, most of the challenges of mailo tenure pertain to private mailo where evictions are rampant, whereas BLB does not evict tenants.
- iii. Registered landowners advise that an arbitrary abolition of mailo is not possible under the current constitutional order given Article 26 and will cost the government billions of shillings in compensation.
- iv. Both tenants and registered landowners pointed out that, mailo is a feudal freehold, therefore a change of name would not resolve the overlapping and multiple rights which is also evident in other registered tenures such as freehold or customary land.

New and modified practices by tenants to cope with the strenuous relationship with their registered landowners include;

- i. The agreement to pay 'negotiated ground rent' rather than nominal set by the government and sometimes economic that would have been preferred by the registered landowners.
- ii. A decision by some tenants to revive the practice of envujjo with registered landowners that grant consent to LIPs or CoOs.
- iii. The assignment of basigere by registered landowners to support the relationship with tenants considering those nominated, appointed, and sometimes recommended by tenants themselves.
- iv. Subdivisions of tenancies and sales to increase the number of extended families and friends to deny the registered landowners' commensurate payments of both kanzu and busuulu in connivance with LC1 chairpersons who endorse such transactions. These subdivisions also increase the crowd of tenants that cannot be evicted
- v. To circumvent the low busuulu payments, registered landowners are redefining what a tenancy is 'what is Kibanja' and reverting to the vehemently opposed definitions in the 1928 Busuulu and Envujjo that considered elements of an effective homestead, commercial use, and the exclusion of resources such as "sand, wetlands, murram, and valuable wood trees".

Lessons from large landowners such as the Catholic and Anglican churches in Mityana, Mubende as well as **the Buganda Land Board**, show that;

- i. Churches never collect busuulu as an intentional tactic to avoid legitimizing or legalizing any claims by occupants, squatters, or encroachers on their lands and consistently remind occupiers of their status verbally or in written form. However, they are challenged by the overwhelming number of occupants on their lands.
- ii. Churches also forbid occupants from establishing individual burial grounds on their land instead provide for specific communal cemeteries as a coping mechanism that allows later relocation in the event of departure, avoiding generational claims on their lands or socio-cultural and spiritual attachments to their land holdings.
- iii. Both churches and Buganda Land Board buy tenancies if they are offered by those adjacent or neighbouring their establishments at going market rates.

- iv. In respect of the Buganda Land Board, a census of tenants by a registered landowner is an excellent starting point in offering a workable solution to regularizing the co-existence of the two parties on mailo land.
 - a. Documentation in standardized formats with clear procedure resolves disagreements that would arise from lack of clarity and a failure to respond, avoiding the accusation of 'absentee landowners.
 - b. Eviction of tenants is not a solution to overlapping rights due to the social misery it inflicts on tenants, a negotiated path forward is more socially accepted and resolves apathy by tenants in respect of payments to maintain their interests over land.

From the RELAPU/GIZ project; which successfully issued 93 Certificates of Occupancy (CoOs) and 84,190 LIPs, it is clear that;

- i. The gap between the CoOs issued and LIPs completed is large and shows low levels of completion which are impacted by outdated land registry and challenges of succession in respect of identifying a true landowner to grant consents to land transactions.
- ii. Large numbers of completed LIPs have not been collected by tenants from the subcounty recorder's offices as a protest against a levy for maintenance of the registry imposed by the district councils after the promise of free LIPs at the start of the project.
- iii. Extensive sensitization and mediation committees improved success rates in enrolling both tenants and registered landowners to support the process of mapping or surveying and consent to activities for LIPs and CoOs.
- iv. LIPs are socially legitimate, accepted by banking institutions, and have improved the land market value of land as well as loanable amounts to tenants.
- v. An essential lesson was the emphasis to tenants on the value of observing the requirement for the consent of the registered landowner in land transactions.
- vi. Registered landowners, call for an alternative way of recognizing CoOs on their land titles rather than as an encumbrance that reduces transaction and property values of their land.
- vii. Lastly the outstanding question of whether a LIP can be equated to a Land Inspect report for the grant of CoOs.

RECOMMENDATIONS:

1. Landowners recommended that the government set a specific measure in a time-bound way and rally all tenants to buy themselves out in a specific period just as Buganda Land Board did, with the promotion of kyapa mugalo! For that specific period, landowners must be sensitized before and a package of incentives such as subsidized rates of survey, waiver of stamp duties, fees, or taxes on transactions, etc. is also included, so that those registered landowners who are willing to sell on set prices that are regulated (just as busuulu was set and regulated), however, it is important to consider market values in setting the prices for buy-outs under a campaign of this nature.
2. Registered landowner-Tenant Relationship: One of the suggestions for improving this relationship, is the establishment of boundaries and mapping of the sizes of land that

tenants hold or claim. Tenants need to know the real sizes of the acreage of land they hold in tenancy. It is also important to equip sub-county and district land offices with facilitation such as motorcycles to reach such villages and locations and mediate by providing information on tenants-registered landowner matters, in the form of outreach. It is important to encourage irregular tenants to regularize their relations with the landowners by paying the recognition fees (kanzu).

3. The government needs to have a more balanced approach to both tenants and registered landowners, listen to both sides, and bring them together to reach a consensus on how to live together, inclining to either of the two is not helpful and has no good results to show.
4. Regulating busuulu rates to levels acceptable to the registered landowner will be a game changer, followed by extensive sensitization and awareness creation, once tenants and registered landowners have the knowledge and understanding to make informed decisions regarding their relationship, this issue will be resolved. The GIZ project has taught us that it is possible.
5. To address the problematic relationship between tenants and registered landowners, several measures can be taken. Firstly, each district should establish a valuation committee to periodically assess and regulate busuulu rates. This committee should debate and pass the assessment, ensuring fairness for both tenants and registered landowners. Additionally, the implementation of the land fund should be improved to assist tenants in securing their land tenures. The fund should be accessible to the poor, with beneficiaries vetted by the district evaluation committee on a case-by-case basis. Establishing an office at the sub-county level to handle absentee registered landowners can also help manage the issue effectively. This office could receive busuulu payments on behalf of absentee registered landowners, ensuring that tenants who cannot pay or utilize the land appropriately do not possess it.
6. Continued co-existence of Mailo owner and tenant is no longer feasible: The relationship is conflictual as landowners still feel cheated on the amount of nominal fees, especially as the value of land appreciates.
 - a. The power imbalance between the tenants and landowners makes assumptions of negotiations between the parties, fluid, non-conclusive, and non-implementable
 - b. Messaging from political leadership discourages a respectful co-existence based on the terms and conditions.
 - c. The provisions for obligatory consent of landowners in land transactions in law are ignored in practice.
7. **Land Use Impasse:** There is active utilization by tenants who are in possession of the land at the expense of landowners. Tenants are exercising effective use of their Kibanja (80%-100%) in all the study districts, the landowners are locked out of the utilization of the land they own. The “land use impasse” assumed in NLP, is locking the landowner out of land use but not the tenant. Registered landowners refer to it as a ‘land development impasse’. Landowners prefer the purchase of their Mailo interests in land. It is about

how, when, and where this can be achieved. Low rate of absentee registered landowners of about 25% of lands occupied by tenants.

8. Harmonize the different charges on transactions and relations. Specifically,
 - a. the introduction fees of new tenants Kanzu (new fee of introducing the new tenant 500k-1m)
 - b. introducing a tenant to whom you sold or inherited land – pay the back fees (introduction fees, backward charges)
 - c. LCs are endorsing the agreements, and boundaries of the land, in the mediation of conflicts)
 - d. RDC – assure the tenants of stay on land, with or without the consent of the registered landowners. This has poisoned the relations as they discourage the tenants from paying the busuulu and recognizing the registered landowners when they appear.
 - e. Need to convene the registered landowners on the higher-level meeting of the registered National Landowners Association.
9. The government should issue strong laws and regulations to compel registered landowners to issue certificates of occupancy and for tenants to buy out.
10. Standardization of Busuulu receipts for registered landowners especially the format in the regulations (including features – in case the document is applied in evidence) with details of registered landowners and tenants, according to acreage, land use, and location.
11. Set up mediation Committees in all Mailo areas to support tenants and landowners in negotiations. NLP only anticipated mediation in land sharing. On the ground, a mediation committee was set up in the GIZ project areas which mediated with tenants and landowners in all 4 options. The committee fulfilled the different competencies and categories of persons to be involved – political and technical officers (Combined ALC, CDO, LC3, and Parish Chief).

ANNEXES

Annex 1: Detailed Study Methodology

Approach:

The assessment used an exploratory participatory approach, a bottom-up approach in which users participate and construct their reality as they explore their options. It allows for the engagement of multiple stakeholders (government representatives, non-governmental practitioners, and local communities) in open, participatory discussions through a series of steps:

- (i) Step one starts by defining the present situation as experienced by the respondents.
- (ii) Step two is jointly identifying the factors that shape their experiences in the present.
- (iii) Step three; understanding how each factor influences the other to identify the driving forces. In this instance, it was identified why there is a low uptake of the options offered by the NLP and the alternative ways of resolving the Mailo impasse at hand or in practice within communities.
- (iv) Step four: elaborating narratives for each option showing why it may operate or not – those in practice and those outlined in the NLP.
- (v) Step five: Characterizing pathways to achieve the desired outcome of resolved mailo impasse. This enables the respondents or participants to define sets of possible solutions to the dilemma they face.

This approach assumed that there were always alternative ways of operation that allowed the land users, tenants, and registered landowners to set aside the options offered in the NLP. The more the NLP can bridge the gap between the options in practice and the threshold set in the NLP, the closer the policy is to post a workable solution to the Mailo impasse.

Analysis Process:

The Team of Consultants applied the following process for data analysis:

- (i) Get to know the data and understand the information that has been collected, investing time and effort in understanding the value of impressions and inferred meanings, as well as limitations.
- (ii) Focus the analysis by creating an "analysis frame" – this is set against the research purpose articulated in the research questions.
- (iii) Categorize the information or data collected to identify ideas, concepts, behaviors, interactions, incidents, terminology, and phrases. They will be organized into coherent categories.
- (iv) Identify patterns and connections within and between categories, assessing the relative importance of different themes and the significant variations to the analysis.
- (v) Interpret and bring it all together, using the themes in the research questions, attaching meaning and significance preset in the analysis frame.

Study Sites:

1. Three core Districts (Mityana, Kassanda, and Mubende) areas worked in by RELAPU. Three additional districts (Kayunga, Kiboga and Butambala Districts), areas not worked in by RELAPU, Kiboga, and Butambala, are earmarked for RELAPU project expansion. In contrast, Kayunga is an outlier in the east of Buganda, while the others are in the West of

Buganda. This gives the study background nuance to how the tenure behaves and creates control and balance of perceptions and views gathered.

2. The study team will be divided into two fieldwork lots, each tackling similar activities in 3 districts, and the teams will include one senior consultant, one supervisor, and five field assistants. The team leader will switch between groups midway through the data collection exercise.

Primary Data Collection:

Assumptions

- a) Not all the needed respondents can engage in collective-participatory data collection approaches; therefore, key informant interviews will be conducted for such individuals. These include some registered landowners and tenants, especially those with sensitive issues between themselves, political figures, traditional leaders from the Buganda Kingdom, and technical persons.
- b) There is a need to control sensitivities around land discussions; registered landowner-tenant relationships are highly political, whereas collective meetings like FGDs and workshops are essential; they are much needed when reviewing aggregated/ processed views for validation, not when individual experiences are being documented; therefore, Rapid Appraisal surveys using interpersonal interviews are essential.
- c) In addition, there is a need to triangulate the information sources and the data to ensure more accuracy and representativeness of the study findings.

Description of Methods

Focus Group Discussions (FGDs): Involved no more than ten people, and six were planned in each district. Each was conducted by at least two persons, one facilitating and the other taking notes or ensuring the recording devices work correctly. Usually, listening to a recording to transcribe takes two times the recording time. Some FGDs were conducted concurrently in 2 districts simultaneously, counting on team proficiency. The 6 FGDs were mobilized in different sub-counties and parishes to enhance the diversity of views.

Focus Group Discussions	Mityana	Kassanda	Butambala	Mubende	Kiboga	Kayunga	Total
Area Land Committees	1	1	1	1	1	1	6
Female Tenants	1	1	1	1	1	1	6
Male Tenants	1	1	1	1	1	1	6
LC1 Chairpersons	1	1	1	1	1	1	6
Youth Tenants	1	1	0	1	1	1	5
District Land Board	0	0	1	0	0	0	1
Mityana Diocese (COU)	0	0	0	1	0	0	1
Total	5	5	5	6	5	5	31

Persons per FGD	Mityana	Kassanda	Butambala	Mubende	Kiboga	Kayunga	Total
Area Land Committees	6	6	4	4	6	6	32
Female Tenants	7	12	10	35	7	8	79
Male Tenants	7	9	13	14	7	10	60
LC1 chairpersons	8	11	5	5	14	18	61
Youth Tenants	12	7	0	8	10	15	52

District Land Board	0	0	4	0	0	0	4
Mityana Diocese (COU)	4	0	0	0	0	0	4
Total	44	45	36	66	44	57	292

Rapid Appraisal Survey (RAS)

These will be interpersonal-individual interviews with selected tenants and registered landowners. The sampling of tenants was purposive for the areas where RELAPU worked and random for areas where RELAPU has not worked. Where RELAPU worked (Mubende, Kasanda, and Mityana), the sample considerations are as follows:

- i. The universe of the sample was the number of Land Inventory Protocols (LIPs) issued by RELAPU, specifically in the sub-counties where there was successful issuance of COOs. A total of 9,615 LIPs were issued in the sub-counties of Myanzi, Madudu, and Kakindu¹ This number of LIPS corresponds to a statistically representative sample of 370 persons².
- ii. The sample is stratified into the successful and the unsuccessful because after obtaining an LIP, one can use any of the four options under study. In this regard, successful means acquisition of COO, the sub-counties, parishes, and villages in which successful distribution is known; these automatically constitute the study areas. However, whereas the LIPs are many, only 68 COOs were issued. Therefore, 370 less 68 gives the unsuccessful sample stratum (316) that has to be distributed.
- iii. For ease of sample mobilization and enumeration, 316 (32.5% have to be women as per the proportion of LIPs issued); are distributed equally, implying 50 respondents to each village. Of the 68 CCOs, 43 men, 16 women, and 9 are joint.

In the areas where RELAPU has not worked (Kayunga, Kiboga, and Butambala), the sample considerations are as follows:

1. The universe is determined by the area number of Households as stated by the UBOS. This is because LIPs are closely equivalent to land parcels, and the next approximate measure to land parcels is households but not persons.
2. The sub-counties, parishes, and villages are randomly selected in a multi-stage manner to match enumeration areas as determined under three (3) above (i.e., one (1) sub-county, one (1) parish, and two (2) villages).
3. The overall composite sample of tenants was 715 respondents.
4. In the village listing, if registered landowners are identified and validated through the local councils and the land office, they are interviewed in KIIs.

RAPID APPRAISAL SURVEY OF TENANTS				M	F	Total
District:	Sub County:	Parish:	Village:	Count	Count	Count
Butambala	BULO	KYLIMA	KASOSO	14	15	29
			KIKIKIRA	27	9	36
			MAYUGWE	18	19	37
Kassanda	MYANZI	KAMPIRI	KYASEETA 2	22	21	43
			KYASEETA1	16	19	35
			MAKATA	11	9	20
Kayunga	KAYONZA	NAKYESA	NAKYESA 1	25	7	32

¹ Kakindu sub-county in Mityana was randomly chosen because there was no issuance of COOs but only LIPs.

² Sample Size Determination Using Krejcie and Morgan Table accessed from <http://www.kenpro.org/sample-size-determination-using-krejcie-and-morgan-table/> on 23/May/2023

			NAKYESA 2	43	21	64
			NAMATOGONYA	23	13	36
Kiboga	BUKOMERO	KYOMYA	KAYUNGA	25	10	35
			KYOMYA	17	10	27
			MPANGALA W	21	16	37
Mityana	KAKINDU	NGUGULO	GOMBE	45	10	55
			MAKATA	11	9	20
			NONVE	13	14	27
Mubende	MADUDU	KASAMBYA	KASAMBYA	55	23	78
			MBUYA	24	6	30
			MOOMA	57	17	74
			Total	467	248	715

Key Informant Interviews (KIIs): These catered to individuals deemed relevant to the study but unable to engage in collective data collection options. These interviews helped to interface with follow-up individuals, especially registered landowners. These interviews were conducted by the three (3) consultants, assisted by 2 other interviewers. This activity embedded the need for repeated travel and communication to find the different respondents on account of repeats or rescheduled, or callback interview appointments.

Key Informant Interviews	Mityana	Kassanda	Butambala	Mubende	Kiboga	Kayunga	Total
Financial Institutions	3	1	0	3	1	1	9
Registered landowners (Registered landowners)	2	2	2	6	6	1	19
Care takers (Basigire)	0	0	0	2	1	0	3
District Land Officers	1	1	1	1	0	1	5
RDC	1	1	1	1	1	1	6
District Land Board Members	0	1	0	1	0	0	2
DPCs	1	1	1	1	1	1	6
Chairpersons LC III	1	1	0	0	1	0	3
Chairpersons LCV	1	1	1	1	1	1	6
Sub County Chiefs	0	1	0	1	0	1	3
Religious Leaders (RCC)	1	0	0	0	0	0	1
Cultural Leaders	1	0	0	0	0	0	1
Persons who did Buyouts	0	0	6	0	0	1	7
Persons who did land-sharing	0	0	0	0	0	1	1
GIZ IT Volunteer at Sub County	1	0	0	0	0	0	1
GIZ Staff (Mityana Office)	2	0	0	0	0	0	2
Total	15	10	12	17	12	9	75

Grouped District Validation Workshops

These brought together selected persons in each district and were planned as half-day events. These are facilitated by the senior consultants assisted by a rapporteur. They can be carried out in two locations. The breakdown of participants is as follows:

Districts: Mityana, Mubende, and Kassanda

	Category	Participants
	Consultants	6
(a)	Sub County Chief-Myanzi	1
(b)	Sub County Chief- Kakindu	1
(c)	Sub County Chief-Madudu	1

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(d)	CDO-Myanzi	1
(e)	CDO-Madudu	1
(f)	CDO-Kakindu	1
(g)	Chairperson LC III-Myanzi	1
(h)	Chairperson LC III-Madudu	1
(i)	Chairperson LC III- Kakindu	1
(j)	Namukozi-Mityana (Anglican Church)	1
(k)	Kiyinda-Mityana Diocese	1
(l)	District Khadi-Mityana	1
(m)	Head-MZO	1
(n)	MZO-Senior Registrar of Titles	1
(o)	MZO-Pyical Planner	1
(p)	MZO-Valuer	1
(q)	District Staff Surveyor-Mityana	1
(r)	District Registrar-Mityana	1
(s)	District Physical Planner-Mityana	1
(t)	District Land Officer-Mityana	1
(u)	District Staff Surveyor-Mubende	1
(v)	District Registrar-Mubende	1
(w)	District Physical Planner-Mubende	1
(x)	District Land Officer-Mubende	1
(y)	District Staff Surveyor-Kasanda	1
(z)	District Registrar-Kasanda	1
(aa)	District Physical Planner-Kasanda	1
(bb)	District Land Officer-Kasanda	1
(cc)	Area Land Committee-Myanzi	5
(dd)	Area Land Committee-Kakindu	5
(ee)	Area Land Committee-Madudu	5
(ff)	Chairperson District Land Board-Mityana	1
(gg)	Chairperson District Land Board-Mubende	1
(hh)	Chairperson District Land Board-Kasanda	1
(ii)	GIZ staff	2
(jj)	Buganda Land Board	2
(kk)	Registered Registered landowners	6
	Total	62

District: Butambala, Kiboga and Kayunga

Category	Participants
Consultants	6
Sub-County CDO-Kayonza	1
Sub County Chief -Kayonza	1
Chairperson LC III-Kayonza	1
District Registrar-Butambala	1
District Physical Planner-Butambala	1
District Staff Surveyor-Butambala	1
District Land Officer-Butambala	1
District Registrar-Kiboga	1
District Physical Planner-Kiboga	1
District Staff Surveyor-Kiboga	1

District Land Officer-Kiboga	1
Chairpersons LC 1 Kayonza Sub-County	4
District Land Officer-Kayunga	1
Registered Registered landowner-Genuine Estates	1
Registered Registered landowners	1
Basigere-Butambala	1
Basigere-Butambala	1
Total	26

National Workshops:

There will be three of these, one for Consultation, a Results Presentation, and the multi-stakeholder policy dialogue. Each is a 1-day nonresidential event for 35 persons on three occasions in Kampala. These are facilitated by all three lead consultants, assisted by the supervisors. The anticipated 35 persons are broken down as follows:

Invitation Level	National	Mubende	Kasanda	Mityana	Kiboga	Butambala	Kayunga	Persons
i. MLHUD	5							5
ii. Study District Representation		1	1	1	1	1	1	6
iii. NLP stakeholders CSO	3							3
iv. NLP stakeholders MDAs	3							3
v. NLP stakeholders in Academia	3							3
vi. Registered landowners	3							3
vii. Tenants	3							3
viii. Others	9							9
	29	1	1	1	1	1	1	35

Annex 2: References

1. Charles Kasibayo, 2022: The Role of the Office of The Administrator General in Updating and Management of the Titles Register. A Paper Presented at the Registrar of Titles Workshop at Imperial Royal Hotel, Held From 7th -8th December 2022
2. Kabira Aisha, 2022: Challenges Faced in the Management and Closure of Blue Pages; A Paper Presented at the Registrar of Titles Workshop at Imperial Royal Hotel, Held From 7th -8th December 2022
3. Elong, S., Muhwezi, L., and Acai, J., (2019). "Assessment of the Challenges and Effects of Delays in Compulsory Land Acquisition on the Performance of Road Construction Projects in Uganda." International Journal of Scientific and Engineering Research.
4. Opio Robert, 2022: Inception and Management of the P.U.Ps of the Titles Register in Uganda. A paper Presented at the Registrar of Titles Workshop at Imperial Royal Hotel, From 7th -8th December 2022.
5. Kabanda Naome, Irumba Harrison, Thorsten Huber, Namuli Resty, (2018): Unlocking the Impasse in Mailo Tenure through Issuance of Certificates of Occupancy in Uganda: The Case of Mityana, Mubende and Kasanda districts under the GIZ- RELAPU Project.