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HOSTING THE GAMES FOR ALL AND BY ALL: THE RIGHT TO ADEQUATE HOUSING IN OLYMPIC HOST CITIES

The Games remind us that the transient difficulties of life can be overcome through hard work and determination. The Games show that excellence, friendship and respect have no limits. That wars, economic downturns, natural disasters and violent attacks do not dissuade or dishearten humanity. Because while not all of us can be an Olympian, the simple joy of running faster, leaping higher or throwing further makes all of us equal, brings us together, and places each of us firmly in the world. Not apart from it.¹

INTRODUCTION

Every two years the Olympic Games² take the world stage and the global community gathers together to cheer for its national heroes,³ share in the excitement of a close finish,⁴ empathize with an athlete's challenging journey to the podium,⁵ and sometimes even sympath-

1. Dr. Jacques Rogge, President, Int'l Olympic Comm., Lecture for The Royal Society of Arts, Manufactures and Commerce: Advancing the Games: IOC, London 2010 and the Future of de Coubertin's Olympic Movement 10 (Nov. 24, 2008) (transcript available at http://www.olympic.org/Documents/Reports/EN/fr_report_1383.pdf) [hereinafter Advancing the Games].

2. The Olympic Games, held either in the summer or winter, are a series of "competitions between athletes in individual or team events and not between countries." Int'l Olympic Comm. [IOC], Olympic Charter, r. 6, para. 1, at 19 (Feb. 11, 2010), available at http://www.olympic.org/Documents/Olympic%20Charter/Charter_en_2010.pdf [hereinafter Olympic Charter].

3. For example, while many remember the 2008 Beijing Olympics as the "Year of Michael Phelps," another national hero was born after winning just a single bronze medal in Taekwondo. Rohullah Nikpai, who learned Taekwondo while living in an Iranian refugee camp, won Afghanistan's first Olympic medal in Beijing. After his victory, Nikpai said, "My single Olympic medal has helped bring Afghans together and unite a wide variety of ethnic groups into one." Kevin Bishop, *Rohullah Nikpai: From Unknown to National Hero*, BBC SPORT (July 26, 2010), http://news.bbc.co.uk/sport2/hi/olympic_games/world_olympic_dreams/8819420.stm.

4. For example, in the 1980 Lake Placid Games, during the height of Cold War tensions, the U.S. Hockey Team "defied overwhelming odds and defeated the heavily favored Soviet Union, 4-3." This unexpected victory is now known as the "Miracle on Ice." David Hickey, *All We Needed Was a Miracle*, NAT'L REV. (Feb. 23, 2004), <http://www.lexisnexis.com/hotttopics/lncademic/?verb=sr&csi=8406&sr=lni%284BSD-N8X0-00RH-Y3VF%29>.

5. For example, in the 2010 Vancouver Olympics, Canadian ice skater, Joannie Rochette, skated a remarkable short program just two days after her mother unexpectedly died. Her performance "will be remembered as one of the most stirring in Olympic figure skating history in terms of athleticism, artistry, emotion and challenges answered out of

ize with the tragic loss of a talented competitor.⁶ For sixteen days,⁷ “we,” as the united global community of Olympic spectators, athletes, and national governments, share in the thrill of the Games. This period of international cooperation and cohesion achieves the ideals of Olympism, when sport is used in “the service of the harmonious development of man” and in the promotion of a more peaceful society.⁸ The Olympic Movement (“Movement”) is an international organization with the mission to “build a peaceful and better world by educating youth through sport practiced in accordance with Olympism and its values.”⁹ The Movement is created and governed by the rules, regulations, and values of the Olympic Charter (“Charter”).¹⁰ Under the terms of the Charter, the International Olympic Committee (“IOC”) leads the Movement with supreme authority.¹¹ The IOC’s most well known duty is to “ensure the regular celebration of the Olympic Games” in a manner that complies with the Charter and upholds the values of Olympism.¹² While the

competitive fervor and aching sorrow.” Jere Longman, *Through Grief and Tears, a Triumph on the Ice*, N.Y. TIMES, Feb. 24, 2010, at B16.

6. For example, just hours before the commencement of the 2010 Vancouver Games, Nodar Kumaritashvili, a twenty-one year old Georgian luger, was killed during a practice run. At the Opening Ceremonies, the entire Olympic community shared its support for his fellow Georgian athletes. Donna De Varona, *Tragedy Hits at the Heart of the Olympics*, N.Y. TIMES RINGS BLOG (Feb. 13, 2010, 10:50 AM), <http://vancouver2010.blogs.nytimes.com/2010/02/13/tragedy-hits-at-heart-of-olympics/?scp=1&sq=olympic%20injury%20+%20tragedy&st=cse>.

7. See Olympic Charter, *supra* note 2, Bye-Law r. 33, at 71–72 (“The duration of the competitions of the Olympic Games shall not exceed sixteen days.”).

8. The values of “Olympism” form the core of the Olympic Movement. This term is used to define a “philosophy of life . . . based on the joy of effort, the educational value of good example and respect for universal fundamental ethical principles.” *Id.* at 11.

9. *Id.* r. 1, para. 1, at 13.

10. The Charter is the “codification of the Fundamental Principles of Olympism, Rules and Bye-Laws adopted by the International Olympic Committee. It governs the organization, action and operation of the Olympic Movement and sets forth the conditions for the celebration of the Olympic Games . . . [it is an] instrument of a constitutional nature . . . [and] also serves as statutes for the International Olympic Committee . . .” *Id.* at 9; see also WALTER T. CHAMPION JR., FUNDAMENTALS OF SPORTS LAW, § 21:1 (2d ed. 2004) (In addition to governing the Olympics, the Olympic Charter forms the basis of international sports law.).

11. The IOC “is registered under Swiss laws as a nonprofit, private society with legal status under tax and labor laws Under the IOC Charter, it has legal status under international law and perpetual succession.” CHAMPION, *supra* note 10, § 21:1; see also Olympic Charter, *supra* note 2, rr. 1–3, at 13–17 (“The mission of the IOC is to promote Olympism around the world and to lead the Olympic Movement.”).

12. Olympic Charter, *supra* note 2, r. 2, para. 3, at 14; see also, IOC, Code of Ethics, 1–2 (Oct. 25, 2010), available at http://www.olympic.org/Documents/Reports/EN/IOC%20Code%20of%20Ethics%20_En

Olympic Games are the Movement's most identifiable activity, this event is just one component in the Movement's "universal and permanent" mission to build a better and more peaceful world.¹³

If the Olympic Games truly bring nations together, as expressed in the imagery of the five interlaced rings,¹⁴ and achieves the ideal of a unified international community,¹⁵ then "we" should celebrate this accomplishment. However, before "we" rush to accolades, first "we" must scrutinize the Movement and its central governing body, the IOC, to ensure that the Olympics have, in fact, earned this commendation and its place on the humanitarian podium.¹⁶ Specifically, "we" must ask whether the Movement upholds its promise to lead by "good example and respect for universal ethical principles."¹⁷ At present, the Movement fails this inquiry.

The current rules and regulations for Olympic planning and construction do not protect the human right to adequate housing¹⁸ for non-

g.pdf [hereinafter Code of Ethics] (The Code of Ethics confirms the commitment of all Olympic governing members to an ethical structure of respect and cooperation to achieve the ideals of the Olympic Movement, including the general principles of "dignity," "integrity," and "good governance.").

13. Olympic Charter, *supra* note 2, r. 1, para. 1, at 13; see also Evgeny Markin, *Universality and Developing Countries: Present and Future*, in XIII OLYMPIC CONGRESS: CONTRIBUTIONS 599, 599–600 (2009) [hereinafter XIII OLYMPIC CONGRESS: CONTRIBUTIONS], available at http://www.olympic.org/Documents/Congress_2009/XIII%20OLYMPIC%20CONGRESS%20-%20CONTRIBUTIONS.pdf (The term "universal" refers to the universality of the Movement which strives to "exist everywhere and involve everyone.").

14. The five interlaced rings represent the union of the five continents and the meeting of athletes from throughout the world at the Games. The rings are an official symbol of the Movement. Olympic Charter, *supra* note 2, r. 8, at 21.

15. Though many celebrate the international cooperation of the Olympic Games, the idealism of the Olympics is not without its critics and its skeptics. See Drew Dernavich, *The Rings*, WORDS PICTURES HUMOR (Jan. 27, 2011, 12:59 PM), <http://www.wordspictureshumor.com> (cartoon parody of the Olympic rings); see also Richard Williams, *Trapped in a Dreamworld of Dishonest Self-Serving Clichés*, THE GUARDIAN: THE SPORTS BLOG (Aug. 12, 2008, 8:00 PM), <http://www.guardian.co.uk/sport/2008/aug/12/olympics20082> (arguing that the idealistic rhetoric and the symbolic ceremonies surrounding the celebration of the Olympic Games has been "hijacked by government" to "camouflage their sordid ambitions").

16. Special Rapporteur on Adequate Housing, *Annex 1 of the Rep. of the Special Rapporteur on Adequate Housing as a Component of the Right to an Adequate Standard of Living, delivered to the U.N. Human Rights Council*, ¶ 71, U.N. Doc. A/HRC/4/18 (Dec. 18, 2009) (by Raquel Rolnik) [hereinafter *Annex*] ("The international community bears an obligation to promote, protect and fulfill the human right to housing, land and property.").

17. Olympic Charter, *supra* note 2, at 11.

18. Though many international housing rights groups have promulgated definitions of adequate housing, this Note refers generally to the expectations enumerated by the U.N.

Olympians living in host cities.¹⁹ The host city, its planning committee, the Organizing Committee for the Games (“OCOG”),²⁰ and the local affiliate of the IOC, the National Olympic Committee (“NOC”),²¹ are bound²² to uphold the Fundamental Principles of Olympism (“Principles”), the humanitarian values which define the mission of the Movement, codified in the Charter²³ and to follow IOC rules and regulations set out in the Host City Contract (“Contract”).²⁴ However, neither the Contract nor the Charter provides procedures for housing planning or protections from evictions.²⁵ As a result, housing rights, which are rec-

See Office of the U.N. High Comm’r for Hum. Rights [OHCHR], U.N. Hum. Settlement Programme (U.N. HABITAT), *The Human Right to Adequate Housing*, 3–9, Factsheet No. 21 (Rev. 1) [hereinafter OHCHR Factsheet], available at http://www.ohchr.org/Documents/Publications/FS21_rev_1_Housing_en.pdf.

19. The host city is chosen by the IOC to bear the “honor and responsibility” of hosting the Games under IOC supervision. Olympic Charter, *supra* note 2, r. 33, para. 2, at 71.

20. The OCOG is established to lead the planning and preparations for the Olympics in the host city. Its members must include an IOC member or members in the Host Country, the President and the Secretary General of the NOC, an athlete having competed in the previous edition of the Olympic Games and at least one member chosen by the City. IOC, *Host City Contract: Games of the XXX Olympiad in 2012*, § 2 (Aug. 6, 2005) [hereinafter *Host City Contract*], available at <http://www.gamesmonitor.org.uk/files/Host%20City%20Contract.pdf>.

21. NOCs are administrative bodies that “develop, promote and protect” the Olympic Movement in their respective countries. Olympic Charter, *supra* note 2, r. 28, at 61–64.

22. These parties are bound to uphold all commitments with the IOC and are held jointly and severally liable in the event of a breach. *Id.* r. 37, para. 1, at 76; *Host City Contract*, *supra* note 20, §§ 4, 64.

23. Olympic Charter, *supra* note 2, at 11.

24. *Id.* Bye-law r. 34, sec. 3, para. 3.3, at 74.

25. See Ctr. on Housing Rights & Evictions [COHRE], FAIR PLAY FOR HOUSING RIGHTS: MEGA-EVENTS, OLYMPIC GAMES AND HOUSING RIGHTS, at 16 (2007) [hereinafter FAIR PLAY FOR HOUSING RIGHTS], available at http://www.cohre.org/sites/default/files/fair_play_for_housing_rights_2007_0.pdf.

At present, beyond the framework of international human rights law, there are no specific regulations, guidelines or procedures binding on cities organising the Olympic Games or other mega-events, requiring them to prevent forced evictions; protect against the rising cost of housing; ensure no reductions in social housing stock; cement a role for engagement with affected residents; or institutionalise non-discrimination in the effects that mega-event construction and related regeneration processes have upon communities and individuals. In the case study of the Olympic Games, no mechanisms or procedures are in place within the IOC to prevent or mitigate the negative impacts of hosting the Olympic Games, or to ensure a greater focus on using the Olympic Games to promote a positive housing legacy. This needs to change.

Id.

ognized in the Universal Declaration of Human Rights (“UDHR”),²⁶ the International Covenant on Economic, Social and Cultural Rights (“ICESCR”),²⁷ as well as in domestic law and policy,²⁸ are often violated in the name of “the Games.”²⁹

26. Universal Declaration of Human Rights, G.A. Res. 217 (III) A, U.N. Doc. A/RES/217(III) art. 25(1) (Dec. 10, 1948) [hereinafter UDHR] (“Everyone has the right to a standard of living adequate for the health and well-being of himself and of his family, including food, clothing, housing . . .”). As a U.N. General Assembly resolution, the UDHR is not binding international law. However, many international law scholars argue that it is binding as customary international law. *E.g.*, Louis B. Sohn, *The New International Law: Protection of the Rights of Individuals Rather than States*, 32 AM. U.L. REV. 1, 11–15 (1982) (“Although the existence of the norms embodied in these documents [U.N. Charter, UDHR, ICESCR, and the International Covenant on Civil and Political Rights [ICCPR]] cannot be denied, controversy has been raging . . . about their binding character and practical effect. . . . The better view is that these documents have become a part of international customary law and, as such, are binding on all states.”).

27. International Covenant on Economic, Social and Cultural Rights, G.A. Res. 2200A (XXI), 21 U.N.GAOR Supp. (No. 16), at 49, U.N. Doc. A/6316 (1966), 993 U.N.T.S. 3, art. 11 (Jan. 3, 1976) [hereinafter ICESCR] (“The State Parties to the present Covenant recognize the right of everyone to an adequate standard of living for himself and his family, including adequate food, clothing and housing, and to the continuous improvement of living conditions. The States Parties will take appropriate steps to ensure the realization of this right . . .”). As a U.N. General Assembly resolution, the ICESCR is not binding international law. However, the ICESCR currently has 160 parties and 6 signatories who have consented to be bound by it. In addition, international law scholars posit that together the ICESCR, the UDHR, and the ICCPR create an International Bill of Rights. *See, e.g.*, Sohn, *supra* note 26, at 21 (“[The ICESCR provisions] are broad enough in scope to surmount differences among various political, economic, and social systems, as well as among widely differing cultures and stages of development . . .”).

28. Under United States law, the Fifth Amendment of the U.S. Constitution protects the right against the unreasonable taking of property. U.S. CONST. amend. V (“[N]or shall private property be taken for public use, without just compensation.”). Similar rules and regulations permeate domestic statutes around the globe. Although these housing or property provisions may take different forms and experience varying levels of enforcement, there is a growing consensus that housing is a right that deserves recognition and protection. *See generally*, Kyra Olds, *Role of Courts in Making the Right to Housing a Reality throughout Europe: Lessons from France and the Netherlands*, 28 WIS. INT’L L.J. 170, 170–99 (2010) (discussing the role of the courts in enforcing housing rights in Europe); Eric S. Tars & Caitlin Egleson, *Great Scot!: The Scottish Plan to End Homelessness and Lessons for the Housing Rights Movement in the United States*, 17 GEO. J. ON POVERTY L. & POL’Y 187, 187–216 (2009) (discussing a recently enacted Scottish statute which extends housing rights protections, and this statute’s potential impact on U.S. housing jurisprudence).

29. *See* Special Rapporteur on Adequate Housing, *Rep. of the Special Rapporteur on Adequate Housing as a Component of the Right to an Adequate Standard of Living, and on the Right to Non-discrimination in this Context, delivered to the U.N. Human Rights Council*, ¶ 15–33, Doc. A/HRC/13/20 (Dec. 18, 2009) (by Raquel Rolnik) [hereinafter

International human rights organizations, such as the Centre on Housing Rights & Evictions (“COHRE”)³⁰ and Human Rights Watch (“HRW”),³¹ have exposed the IOC’s persistent failure to protect housing rights. The COHRE and HRW reports drew the attention of the Special Rapporteur to the United Nations Human Rights Council (“HRC”),³² currently Raquel Rolnik, a specialist in housing and human rights.³³ The Special Rapporteur’s investigation confirmed the allegations of housing rights violations and recommended the IOC engage in a comprehensive reform to infuse the Olympic governing documents with housing policies that comport with international standards of housing rights.³⁴ The Special Rapporteur’s recommendations are not legally binding.³⁵ Nevertheless, the recommendations are authoritative and carry two forms of legal influence: the institutional authority of the U.N.³⁶ and the social, moral weight of the HRC.³⁷

Rep. of the Special Rapporteur]; see also FAIR PLAY FOR HOUSING RIGHTS, *supra* note 25, at 79–188.

30. FAIR PLAY FOR HOUSING RIGHTS, *supra* note 25, at 16, 79–188.

31. Human Rights Watch, *Integrating Human Rights in the Olympic Process*, in XIII OLYMPIC CONGRESS: CONTRIBUTIONS, *supra* note 13, at 612–14 [hereinafter Human Rights Watch].

32. The Special Rapporteur is an expert appointed by the HRC and assigned a mandate with either a country situation or specific human rights theme. OHCHR, *Manual of Operations of the Special Procedures of the Human Rights Council*, paras. 6–7 (Aug. 2008) [hereinafter *Special Procedures Manual*], available at <http://www2.ohchr.org/english/bodies/chr/special/index.htm>.

33. *Rep. of the Special Rapporteur*, *supra* note 29, at 1, ¶ 1 (In 2008, Raquel Rolnik was appointed the “Special Rapporteur on adequate housing as a component of the right to an adequate standard of living, and the right to non-discrimination in this context.”); see also *Special Procedures Manual*, *supra* note 32, paras. 6, 9 (“The individual mandate-holders are selected on the basis of their expertise, experience, independence, impartiality, integrity and objectivity.”).

34. *Rep. of the Special Rapporteur*, *supra* note 29, ¶¶ 32–92.

35. See *Special Procedures Manual*, *supra* note 32, para. 108 (The report for a thematic study provides “human rights input” which can lead to the formulation of policy.).

36. See Ramses A. Wessel & Jan Wouters, *The Phenomenon of Multilevel Regulation: Interaction between Global, EU and National Regulatory Spheres*, 4 INT’L ORG. L. REV. 259, 262–69 (2007) (discussing the growing authority of the rules and recommendations promulgated by international organizations, particularly U.N. organs and agencies).

37. The Special Rapporteur identified human rights violations and the IOC was effectively put on notice of its responsibilities to remedy the situation. Failing to comply with the Special Rapporteur’s recommendation may negatively impact the Movement’s standing as a human rights advocate. *Special Procedures Manual*, *supra* note 32, paras. 4–5, 106–07 (After a thorough investigation leading to the finding of an unresolved human rights issue, the Special Rapporteur has the authority to alert and/or activate the U.N. and potentially the greater international community, to address the specific situation or issue).

The Special Rapporteur's recommendations require the IOC to include provisions in the Olympic governing documents that force the host city, the NOC, and the OCOG to consider the impact on the right to adequate housing at each stage of Olympic planning.³⁸ However, these housing protection reforms will come at a cost. In particular, the IOC must consider the financial impact of requiring host cities to pay displaced residents "fair and just compensation" and resettlement costs (hereinafter collectively "compensation") as recommended by the Special Rapporteur.³⁹ Imposing these requirements without a financial safety net would disproportionately impact developing nations and effectively prohibit their cities from hosting future Games.⁴⁰ This conflicts with the Movement's stated goal of achieving a universal Games, one which exists everywhere and involves everyone.⁴¹

Thus, the IOC is confronted with the challenge of reconciling the need to uphold its international commitment to human rights, in particular the right to adequate housing, while also preserving its stated goal of universality. To do so, the IOC must formulate housing provisions with a financial safety net for host cities. This can be accomplished if the IOC, as part of a comprehensive housing reform, expands its authority to use the General Retention Fund ("Fund").⁴² The Fund, created in the Contract, is a contingent account held and maintained by the IOC until the Games are complete.⁴³ Five percent of the sums and money payable to the OCOG, specifically the monies earned by the sale of all broadcasting rights and the international Olympic marketing program ("International Program"),⁴⁴ is deposited in the Fund.⁴⁵ If the OCOG complies with all IOC

38. *Rep. of the Special Rapporteur, supra* note 29, ¶¶ 1, 33, 68.

39. If evictions are unavoidable then the host city must "ensure fair and just compensation for any losses of personal, real or other property or goods, including rights or interests in property" in the amount "necessary for the promotion of the general welfare." In addition, one must factor in relocation compensation, which includes the additional, tangential costs that arise as a result of the eviction. *Annex, supra* note 16, ¶¶ 60–68.

40. Markin, *supra* note 13, at 599 (arguing that the Movement cannot achieve universality if the Olympic Games are too expensive for many developing countries to host).

41. *See id.* at 599.

42. *Host City Contract, supra* note 20, § 50(a) ("Five percent (5%) of the sum of money payable to the OCOG, in relation to the sale of all broadcasting rights and the International Programme . . . shall be paid into a general retention fund maintained and controlled by the IOC.").

43. *Id.*

44. The marketing program proceeds include all of the profits earned by the OCOG from the "worldwide suppliership" and licensing contracts. *Id.* § 48(e).

45. *Id.* § 50(a). From 2005–2008, the total revenue earned by the IOC from broadcast sales was US \$2,570,000,000. The total revenue earned from all marketing, licensing, and ticketing sources was \$5,450,000,000. Ten percent of these funds were used to pay IOC

requirements, then the Fund is released in full to the OCOG.⁴⁶ However, the IOC reserves the right to use or retain the monies in the Fund, if: (1) the Games do not take place in the host city,⁴⁷ (2) the City, the NOC, or the OCOG fail to comply with their obligations pursuant to the Contract,⁴⁸ or (3) the IOC incurs damages resulting from the non-compliance of the City, the NOC, or the OCOG.⁴⁹ The failure to compensate displaced residents should be explicitly included as a trigger for the IOC to withhold and to setoff the costs incurred by the IOC in insuring that compensation is provided to these residents. The IOC must amend future Contracts to (1) explicitly reserve its right to access the reserved profits

expenses. The remaining ninety percent was distributed among the NOCs, IFs, and OCOGs. IOC, *Olympic Marketing Fact File*, at 6 (2010), available at http://www.olympic.org/Documents/IOC_Marketing/IOC_Marketing_Fact_File_2010%20r.pdf; see also *id.* at 30–38 (providing a complete breakdown of the revenues earned from Broadcasting rights from 1932–2008).

46. *Host City Contract*, *supra* note 20, § 50(d).

47. *Id.* § 50(a).

[I]f, due to any cause directly or indirectly attributable to the City, the NOC or the OCOG in the performance or non-performance of their obligations pursuant to this Contract, the Games do not take place in the City as contemplated herein, any and all amounts held in the general retention fund, including interest, shall be kept by the IOC as liquidated damages without further notice.

Id.

48. *Id.* § 50(b).

[I]n the event of any non compliance by the City, the NOC or the OCOG of any of their obligations pursuant to this Contract, the IOC is entitled to withhold amounts from any payment due or grant to be made to the OCOG including the sums of money payable to the OCOG, in relation to the sale of all broadcasting rights and the International Programme . . . for so long as any non compliance has not been remedied in full, through compliance or damages . . . [and] to keep any and all amounts thus withheld as liquidated damages without further notice.

Id.

49. *Id.* § 50(c).

[T]he IOC shall be entitled to set-off any and all of its obligations pursuant to this Contract against any claim against either or all of the City, the NOC and/or the OCOG for any damages resulting from any above mentioned non compliance The IOC's right to set-off, set out above, may also be exercised against any sums held in the general retention fund set out in Paragraph (a) of Section 50 above or withheld pursuant to Paragraph (b) of Section 50 above.

Id.

in the Fund to pay emergency compensation costs⁵⁰ and (2) immediately refer any compensation disputes to arbitration for prompt resolution.⁵¹

Revising the IOC's access to the Fund to explicitly authorize its use to enforce housing rights has two benefits. First, the clause provides efficiency and clarity. Preliminary compensation funding would be available to be dispensed promptly to displaced residents.⁵² In the event of a compensation-related dispute, arbitration can resolve the matter within a reasonable time frame.⁵³ While the monies in the Fund might not be sufficient to fully compensate all residents, it can provide necessary emergency funding. Secondly, the clause would impose a penalty on the host city, the NOC, and the OCOG for failing to adequately protect host city residents. By utilizing the Fund, the penalty is extracted from profits earned by the Games, rather than the host city budget.⁵⁴ Ideally, this structure

50. *See id.* § 50.

51. *See* Olympic Charter, *supra* note 2, r. 59, at 104 (“Any dispute arising on the occasion of, or in connection with, the Olympic Games shall be submitted exclusively to the Court of Arbitration for Sport, in accordance with the Sports-Related Arbitration.”).

The Court of Arbitration for Sport (CAS) was created and formally established in 1984 by the IOC for resolving disputes related to international sports The purpose of the CAS is to provide a central specialized authority to decide sports-related disputes The advantages of the CAS arbitral procedures have been described as confidentiality, specialization, flexibility, and simplicity of the procedure, speed, reduced costs and international effectiveness of the arbitration award. CAS awards are final and binding on the parties.

WALTER T. CHAMPION, FUNDAMENTALS OF SPORTS LAW § 21:6 (2d ed. Supp. 2010–11) [hereinafter SPORTS LAW SUPP.]; *see also* GABRIELLE KAUFMANN-KOHLER, ARBITRATION AT THE OLYMPICS, ISSUES OF FAST-TRACK DISPUTE RESOLUTION AND SPORTS LAW 117–32 (2001) (providing a copy of the “CAS Arbitration Rules for the Olympic Games” as drafted for the Atlanta Games in 1996).

52. *See* RESTATEMENT (THIRD) OF FOREIGN REL. § 712(1) (1987) (“For compensation to be just . . . [it must] be paid at the time of taking, or within a reasonable time thereafter . . .”).

53. *See* KAUFMANN-KOHLER, *supra* note 51, at 30–39 (discussing the arbitration procedures allowing the Olympic arbitration panels to resolve disputes with all due speed).

54. The use of an emergency fund as a remedy for the disparate financial capacities of nations was successful in the 1987 Montreal Protocol on Substances that Deplete the Ozone Layer. The drafters of this environmental treaty considered the individual capacities of states and provided financial support to developing states. Under Article 10 of the Protocol a Multilateral Fund was created to help developing nations become parties and comply with its obligations. The use of a contingency fund provides the safety net a developing nation needs to take the leap and participate in a global initiative. Whether it is fighting the depletion of the ozone layer or hosting the Olympic Games, greater inclusivity of nations should be encouraged, while also taking into consideration the financial challenges these global actions present. *See* Michael Faure & Jürgen Lefevere, *Com-*

will limit the added financial burden and prevent the escalation of costs from interfering with the universality of hosting opportunities.⁵⁵ The key for the IOC is to find the balance that ensures land acquisition actions are effected in compliance with the ideals of the Movement and with the international standards of housing rights.⁵⁶

This Note explores the human rights violations arising in the absence of clear legal protections for residents of host cities displaced during Olympic Game construction. If the IOC adopts housing protection reforms, then the financial implications for prospective host cities must be taken into consideration. Therefore, this Note argues, as part of a comprehensive reform to infuse the Olympic governing documents with housing policies that comport with international standards for the right of adequate housing, an explicit compensation clause should be added to IOC's rights to access the Fund. This solution would ensure emergency assistance is available to displaced persons without creating unreasonable delays or imposing an insurmountable financial barrier for potential host cities in developing nations.

Part I of this Note explores the aspirations of the Olympic Movement, and the realities of IOC governance. Part II identifies the housing rights violations and discusses the recommendations for reform proposed by the Special Rapporteur. Part III argues, as part of a comprehensive housing protection reform, for the expansion of IOC authority to oversee compensation payments and to access the Fund to provide emergency compensation for displaced host city residents.

I. REALITY V. IDEOLOGY: OLYMPISM, UNIVERSALITY AND THE IOC

A. Olympic Governance and Host City Selection

The Charter defines the Movement's governing structure and creates its three main constituents: the IOC,⁵⁷ the International Federations

pliance with Global Environmental Policy, in *THE GLOBAL ENVIRONMENT: INSTITUTIONS, LAW & POLICY* 138, 150–54 (Norman J. Vig & Regina S. Axelrod eds., 1999).

55. See IOC. Admin., *International Cooperation and Development: What Role, if Any, Does the Olympic Movement Have in International Development*, XIII OLYMPIC CONGRESS: CONTRIBUTIONS, *supra* note 13, at 719 [hereinafter *International Cooperation*] (“The oft-repeated mantra is that the Olympic Games are good for the host country, provided they are not allowed to grow too big, costs are controlled and white elephant structures are banished from construction plans . . . [with these adjustments, the Games] could even be great for developing countries.”).

56. See Olympic Charter, *supra* note 2, at 11; see also *Rep. of the Special Rapporteur*, *supra* note 29, ¶¶ 38–41.

57. Olympic Charter, *supra* note 2, r. 2, at 14–15; see also *CHAMPION*, *supra* note 10, § 21:1.

(“IFs”),⁵⁸ and the NOCs.⁵⁹ The Charter outlines the powers and duties of each body,⁶⁰ which are bound to comply with all rules and regulations of the Charter, including the Principles.⁶¹ In addition, the Charter outlines the role of the OCOG, which is formed each time a new host city is selected and is charged with the responsibility of preparing for and carrying out its assigned Games.⁶² The final, and potentially most important piece of the puzzle, is the host city, which is selected at the IOC meeting held seven years prior to the Olympic Games in question.⁶³

The IOC strives for universality in its selection of new host cities.⁶⁴ However, these aspirations are tempered by the realities of hosting a mega-event, which requires significant economic reserves and infrastructural investment.⁶⁵ The IOC employs a dual-phase selection process.⁶⁶ This process was created after the careful study of prior Games held in a

58. International Federations are “international non-governmental organizations administering one or several sports at world level and encompassing organizations administering such sports at national level.” Olympic Charter, *supra* note 2, rr. 26–27, at 57–58.

59. *Id.* r. 28, at 61–63; *see also* CHAMPION, *supra* note 10, § 21:1.

60. Olympic Charter, *supra* note 2, r. 1, at 13–14.

61. *Id.* at 9.

62. *Id.* r. 36, Bye-law r. 36, at 75–76; *see also* *Host City Contract*, *supra* note 20, §§ 2–4.

63. Olympic Charter, *supra* note 2, r. 34, para. 2, at 72.

64. Juliet Macur, *Rio Wins 2016 Olympics in a First for South America*, N.Y. TIMES, Oct. 3, 2009, at A1 (“[The IOC] has a history of trying to effect change with its choices for bid cities. The committee awarded the 2008 Summer Games to Beijing, hoping to help open China to the world. In 1981, it gave the 1988 Summer Games to Seoul to help usher in a civilian government.”).

65. With the costs of hosting the games on the rise, these changes would add an additional expense to the ever-growing budgetary requirements. *See, e.g.*, Markin, *supra* note 13, at 599–600 (Universality is not always achieved by the Movement because the Games are an expensive event and not many developing countries can afford to serve as the host. He finds this reflected in the low number of developing countries bidding for the Games). Even host cities in developed countries are burdened by the excessive budget. *See, e.g.*, Peter Zimonjic, *The Recession Games: Hosting Olympics During an Economic Downturn is a Dubious Honor*, THE TORONTO SUN (Oct. 11, 2009) <http://new.torontosun.com/sports/vancouver2010/2009/10/11/11370011-sun.html> (addressing Vancouver’s challenge to raise money to host the 2010 Winter Olympic Games and the host city’s concern that “the 1976 Summer Olympiad in Montreal ran up about \$1.5 billion in debts that weren’t paid off until December 2006”).

66. In December of 1999 the IOC reformed the host city selection process. These reforms clarified the eligibility requirements to bid for the Games and the obligations of all parties involved in the process. IOC, *Factsheet: Host City Election Facts and Figures*, at 3 (July 2009) [hereinafter *Factsheet: Host City Election*], available at http://www.olympic.org/Documents/Reference_documents_Factsheets/Host_city_election.pdf.

diverse set of host cities.⁶⁷ The new criteria help the IOC determine whether a city is prepared for “the size and complexity of the Olympic Games.”⁶⁸ The optimal result of IOC selection is to identify a city that is both capable of hosting the Games, and located in a country where the national government is amenable to the rules and Principles of the Charter.⁶⁹

In the first phase, the local NOCs select applicant cities.⁷⁰ The NOC completes the host city application, which includes a legally binding statement from the national government of the country of the applicant city “by which said government undertakes and guarantees that the country and its public authorities will comply with and respect the Olympic Charter.”⁷¹ The NOC submits the applicant city to the IOC working group.⁷² The working group evaluates the city’s “potential to stage high-level, international, multi-sports events and their potential to organise

67. The Games Study Commission compiles host city impact data. This data is analyzed and incorporated into revised rules and regulations for future host cities. The creation of the Games Study Commission demonstrates the IOC’s desire to adapt the Games to meet the evolving needs of the international community. IOC, *Technical Manual on Planning, Coordination & Management of the Olympic Games*, at 16 (2005) [hereinafter *Technical Manual: Planning*], http://www.gamesmonitor.org.uk/files/Technical_Manual_on_Planning_Coordination_and_Management.pdf.

68. *Id.*; see, e.g., *Advancing the Games*, *supra* note 1, at 4–5.

Over the years, the IOC has learned a great deal about what it takes to create, manage and sustain a positive legacy. Host cities have been selected because their people and government have shown they have a passion for creating a positive legacy beyond the Games Every city that hosts the Olympic Games becomes a famous milestone in Olympic history and the temporary guardian of our values. For this reason, we at the IOC continue to fine-tune our legacy practices.

Id.

69. As a result of the feasibility requirements, developing nations are often prohibited from hosting the games. See e.g., Jessica Bin, *The Olympic Games: Opportunities for Everyone*, in XIII OLYMPIC CONGRESS: CONTRIBUTIONS, *supra* note 13, at 219–20 (“Universality of the Games’ not only entails non-exclusivity in participation but also giving all countries the opportunity to host the Games By 2012, the Olympic Winter and Summer Games will have been hosted by 42 cities in 22 countries, but only seven times in cities outside North America and Europe and never in South America or Africa.”).

70. Olympic Charter, *supra* note 2, Bye-law r. 34, sec. 1, at 72–73.

71. *Id.* r. 34, para. 3, at 72.

72. The IOC working group is comprised of IOC administration members and external experts. *Factsheet: Host City Election*, *supra* note 66, at 1.

successfully the Olympic Games”⁷³ If the city meets the working group’s eleven criteria points, it is designated a “Candidate City.”⁷⁴

In the second phase, the IOC Evaluation Commission reviews the Candidate City file, with particular attention to the city’s financial guarantees, and performs a site visit, with particular attention to the proposed event venues.⁷⁵ Then the Commission submits a written report for each Candidate City.⁷⁶ The IOC Executive Board reviews the Commission’s report and creates the final list of Candidate Cities.⁷⁷ The IOC members receive the Commission’s report for the remaining cities and listen to formal presentations by each city’s delegates.⁷⁸ Finally, the IOC members vote to select the host city.⁷⁹ Immediately upon the announcement of the selection, the IOC, host city, and the NOC of the selected country⁸⁰ enter into the Contract.⁸¹

The Contract binds the IOC, host city, NOC, and OCOG, defines each party’s obligations, the applicable code of conduct, and the sanctions for breaching these terms.⁸² The host city, the NOC, and the OCOG are “jointly and severally liable” to the IOC for all commitments regarding

73. *Id.*

74. *Id.* (The eleven technical criteria under review are: (1) Government support, legal issues and public opinion, (2) General infrastructure, (3) Sports Venues, (4) Olympic Village(s), (5) Environmental conditions and impact, (6) Accommodation, (7) Transport concept, (8) Safety and Security, (9) Experience from past sports events, (10) Finance, and (11) Overall project and legacy.)

75. *Id.*; Olympic Charter, *supra* note 2, Bye-law r. 34, sec. 2, paras. 2.2–2.3, at 73–74 (The Commission includes IOC members, representatives of the IFs, of the NOCs, of the Athletes’ Commission, and of the International Paralympic Committee. This Commission studies the “candidatures of all candidate cities, [and] inspect[s] the sites”).

76. Olympic Charter, *supra* note 2, Bye-law r. 34, sec. 2, at 73–74.

77. *Id.*

78. *Factsheet: Host City Election*, *supra* note 66, at 3; *see, e.g.*, Macur, *supra* note 64, at A1 (In 2009, U.S. President Barack Obama flew to the IOC Session in Copenhagen to campaign on behalf of Chicago’s bid for the 2016 Olympic Games. The US envoy was unsuccessful in its efforts and Rio de Janeiro, Brazil was selected as the host city.)

79. *Host City Contract*, *supra* note 20, § 3 (The terms of the contract bind the OCOG upon its formation. The Contract terms state, “The City and the NOC hereby undertake, within one month after the OCOG’s formation, to cause the OCOG to intervene as a party and adhere to this Contract to the effect that all terms and obligations . . . shall be legally binding upon the OCOGC as if it were a party hereto”); Olympic Charter, *supra* note 2, Bye-law r. 34, sec. 3, at 74; *Factsheet: Host City Election*, *supra* note 66, at 1.

80. After the 1999 reforms the NOC must sign the Contract. The IOC felt this would strengthen “the obligation of a National Olympic Committee to serve as a full partner.” *Factsheet: Host City Election*, *supra* note 66, at 3.

81. Olympic Charter, *supra* note 2, Bye-law r. 34, sec. 3, para. 3.3, at 74.

82. *Factsheet: Host City Election*, *supra* note 66, at 3 (The OCOG is constructively bound under the Contract.)

“the planning, organization and staging of the Games.”⁸³ Once the Contract is complete, the OCOG is formed and begins to plan the Games with the aid of the Technical Manuals. The Manuals are non-binding guidelines prepared by the IOC based on the advice and experience of previous OCOGs.⁸⁴ Throughout the planning phase, the OCOG, host city, and the NOC are required to prepare updates and reports to the IOC for periodic status meetings.⁸⁵

The binding provisions in the Contract and Charter, the guidelines proposed by the Manuals, and the regular intervals of IOC meetings are all mechanisms to ensure the host city complies with IOC rules and regulations. The goal for this oversight is to ensure “host cities and residents are left with the best possible legacy in terms of venues, infrastructure, environment, expertise and experience.”⁸⁶ When the IOC is able to carefully oversee planning, it can diagnose problems early and compel compliance with the contractual obligations and the values of Olympism.

B. The Mission behind the Movement

Five interlaced rings embossed on the white flag and the golden torch burning brightly over the Olympic stadiums, these are the symbols of the “great sports festival.”⁸⁷ Yet the Movement is more than just sixteen days of athletic competition⁸⁸ and medal rankings.⁸⁹ The Movement serves a greater humanitarian mission outlined in the Principles and codified in

83. *Host City Contract*, *supra* note 20, § 4 (In the event of a breach, the IOC reserves the right to pursue legal action against any of the parties to the Contract.).

84. The IOC promulgates a variety of Technical Manuals, which are compiled through careful analysis of prior Games and recommendations from prior Host Cities and OCOGs. The Manuals serve as guidelines to OCOGs but are not binding on the new host city. Examples of manuals include: the Technical Manual on Hospitality, Technical Manual on the Organization of the Election to the IOC Athletes' Commission, the Technical Manual on Ceremonies, and the Technical Manual on Language Services. *Id.* § 65.

85. *Id.* §§ 15–16, 25 (The Contract requires regular updates on the organization and planning process from the host city and OCOG. In addition, the OCOG must provide “oral and written reports in English and French on the progress of the preparation of the Games, including details on the financial situation regarding the planning, organizing and staging of the Games, whenever the IOC requests it to do so. Decisions taken by the IOC following such reports shall be acted upon immediately by the OCOG.”).

86. *Technical Manual: Planning*, *supra* note 67, at 16.

87. Olympic Charter, *supra* note 2, pmb1., at 10–11.

88. *Id.* Bye-law r. 33, at 72.

89. See IOC, *Factsheet: Records and Medals Games of the Olympiad* (Oct. 2009), available at http://www.olympic.org/Documents/Reference_documents_Factsheets/Records_and_medals_at_the_Games_Olympiad.pdf.

the Charter.⁹⁰ The Principles of Olympism guide the IOC in leading the Movement towards “building peace and understanding through sport.”⁹¹ As the needs of the global society change, so too the IOC must evolve⁹² to better serve its constituents⁹³ in compliance with the Principles. Two current IOC initiatives demonstrate the IOC’s commitment to uphold its humanitarian mission statement: Olympic Solidarity⁹⁴ and Agenda 21: Sport for Sustainable Development (“Agenda 21”).⁹⁵

90. Olympic Charter, *supra* note 2, at 11 (The principles relevant to this Note include: “(1) Olympism is a philosophy of life, exalting and combining in a balanced whole the qualities of body, will and mind. Blending sport with culture and education, Olympism seeks to create a way of life based on the joy of effort, the educational value of good example and respect for universal fundamental ethical principles. (2) The goal of Olympism is to place sport at the service of the harmonious development of man, with a view of promoting a peaceful society concerned with the preservation of human dignity . . . (4) The practice of sport is a human right. Every individual must have the possibility of practicing sport, without discrimination of any kind and in the Olympic spirit, which requires mutual understanding with a spirit of friendship, solidarity and fair play. The organization, administration and management of sport must be controlled by independent sports organizations. (5) Any form of discrimination with regard to a country or a person on grounds of race, religion, politics, gender or otherwise is incompatible with belonging in the Olympic Movement . . .”).

91. IOC, *Factsheet: Human Development Through Sport*, at 1 (Aug. 2009), available at http://www.olympic.org/Documents/Reference_documents_Factsheets/Human_development_through_sport.pdf; see also *Advancing the Games*, *supra* note 1, at 4 (The IOC strives to create an Olympic Movement which is a “catalyst for social, urban and political change.”).

92. *Technical Manual: Planning*, *supra* note 67, at 13 (The Game Study Commission was created to keep the impacts associated with Games organization under reasonable control). The IOC also holds conferences with expert speakers who propose social reforms for the continued evolution of the Movement. For example, in May of 2011, the IOC hosted the Second Edition of the International Forum on Sport, Peace and Development in collaboration with the U.N. Secretary General on Sport and Development for Peace. See Press Release, U.N. Off. of Sport & Dev. for Peace (UNOSDP), 2nd International Forum on Sport, Peace and Development (May 10, 2011), available at [http://www.un.org/wcm/content/site/sport/home/newsandevents/events_template.jsp?cid=25344](http://www.un.org/wcm/content/site/sport/home/newsandevents/events/template/events_item.jsp?cid=25344).

93. The Movement’s main constituents are the IOC, the NOCs, and the IFs. Additionally, the Movement governs the OCOGs, the national associations, clubs and persons belonging to the IFs, and NOCs (which includes the athletes, judges, referees, coaches, and the other sports officials and technicians), and any other organizations and institutions recognized by the IOC. Olympic Charter, *supra* note 2, r. 1, paras. 2–3, at 13–14.

94. *Id.* Sam Ramsamy, Stakeholder Representative, *speech printed in XIII OLYMPIC CONGRESS: PROCEEDINGS* 103, 104 (2009), available at http://www.olympic.org/Documents/Congress_2009/XIII%20OLYMPIC%20CONGRESS%20-%20PROCEEDINGS_WEB.pdf (The Olympic Solidarity program was created in

The goal of Olympic Solidarity is to encourage and facilitate greater inclusion of developing nations and their athletes in the Games.⁹⁶ The IOC assists NOCs in these nations to prepare its athletes for the Games, to provide scholarships for athletes and coaches to improve technical athletic education, to train sports administrators, and to support the development of sport in general.⁹⁷

Under Agenda 21, the Movement added poverty alleviation and integration of socially disadvantaged groups to its humanitarian objectives.⁹⁸ Included within this broad social strategy is the goal to reform Olympic construction to ensure “a viable model for human settlements” and support sport infrastructures that can be “harmoniously integrated into the local context, and that new construction boost local housing strategies.”⁹⁹ Agenda 21 is modeled after an agreement by the same name signed by the parties of the 1992 U.N. Conference on Environment and Development in Rio de Janeiro (the “Earth Summit”). In adopting the Earth Summit’s recommendations, the IOC stated,

The application of this concept of sustainable development is the responsibility of all individual and collective actors in every field that have a part to play in the areas of development and protection of the environment. In this connection, and in accordance with the philosophy of Olympism, the Olympic Charter and particularly its third and sixth Fundamental Principles, and in view of its universal nature, the Olympic Movement accepts that it has a social responsibility to share in the implementation of this consent of sustainable development.¹⁰⁰

Here, the IOC acknowledges its responsibility as an international organization to work jointly with the U.N. to fulfill common social objectives.

However, Agenda 21 is “only a declaratory document” and therefore not “readily enforceable” under international law.¹⁰¹ In order to fulfill its

“1961 to assist countries, which had just gained independence from colonization . . . , [and] has greatly contributed to bridging the disparity.”)

95. See generally Sports & Env’t Comm’n, IOC, *Olympic Movement’s Agenda 21: Sport for Sustainable Development* (1999) [hereinafter *Agenda 21*], available at http://multimedia.olympic.org/pdf/en_report_300.pdf.

96. Through the work of Olympic Solidarity, more countries, represented by 204 NOCs, participated in the 2008 Beijing Games than ever before. In addition, a record number of women participated, eighty-seven countries won medals (more than ever before) and Afghanistan, Mauritius, Tajikistan, and Togo won medals for the first time. Advancing the Games, *supra* note 1, at 3.

97. Olympic Charter, *supra* note 2, r. 5, Bye-law r. 5, at 18–19.

98. *Agenda 21*, *supra* note 95, at 23.

99. *Rep. of the Special Rapporteur*, *supra* note 29, ¶ 40.

100. *Agenda 21*, *supra* note 95, at 18.

101. *Rep. of the Special Rapporteur*, *supra* note 29, ¶¶ 40–41.

promises under Agenda 21, the IOC must incorporate Agenda 21 provisions into its legally binding documents.¹⁰² These revisions will reform substantive Olympic policies and bind all Movement constituents to uphold its commitments.¹⁰³ In addition, this will accomplish the IOC's goal for Agenda 21 to serve as a catalyst for domestic action by "governing bodies [in] areas in which sustainable development could be integrated into their policies" and individual action "to ensure that their sporting activities and their lives in general play a part in this sustainable development."¹⁰⁴ Both Agenda 21 and Olympic Solidarity demonstrate the IOC's commitment to its humanitarian mission and its desire to work with the U.N. to achieve its common social objectives.¹⁰⁵

In practice, the IOC has not been consistent in upholding its public commitment to greater inclusivity and universality of the Games. In 2009, the IOC convened the XIII Olympic Congress, a meeting of all the Movement's constituents, which was held to address an agenda entitled "The Olympic Movement in Society."¹⁰⁶ At this meeting, the IOC accepted papers from, and listened to presentations by, all its constituents.¹⁰⁷ Repeatedly, constituents demanded renewed dedication to achieving the universality of the Games.¹⁰⁸ In addition, constituents proposed plans to increase global inclusivity by engaging developing nations¹⁰⁹ and expanding host city selection beyond the Americas and Eu-

102. *See id.*

103. *See, e.g., Agenda 21, supra* note 95, at 21.

104. *Id.*

105. *See Rep. of the Special Rapporteur, supra* note 29, ¶¶ 40–41.

106. Jacques Rogge, *Message from the IOC President, in XIII OLYMPIC CONGRESS: CONTRIBUTIONS, supra* note 13, at 5 [hereinafter *Message from the IOC President*].

107. For the first time in 115 years, the IOC welcomed articles from the public. The President of the IOC explained, "[W]e were 'taking the pulse' of the Olympic Movement. We wanted the delegates in Copenhagen to hear what others had to say about each of the five main themes: the athletes, the Olympic Games, the structure of the Olympic Movement, Olympism and youth, and the digital revolution." *Id.*

108. *See Introduction, in XIII OLYMPIC CONGRESS: CONTRIBUTIONS, supra* note 13, at 13 (One of the central subtopics on the Olympic Congress agenda was "Universality and Developing Countries."); *see, e.g., Ramsamy, supra* note 94, at 104 ("The Olympic Movement is, in many ways, the greatest social force in the world. It has overcome innumerable barriers – be it political, socio-economic, religious, cultural or racial—because of its principle of universality. It will pursue this principle until universality in all its manifestations is accomplished.")

109. The articles submitted included a variety of solutions. *See, e.g., Colin Moynihan, Is Continental Rotation a Solution to Improving Universality, in XIII OLYMPIC CONGRESS: CONTRIBUTIONS, supra* note 13, at 238–40 (recommending selecting host cities through a continental rotation system); Richard W. Pound, *Eurocentricity Within the Olympic Movement, in XIII OLYMPIC CONGRESS: CONTRIBUTIONS, supra* note 13, at

rope.¹¹⁰ Selecting cities such as Beijing, China, Sochi, Russia, and Rio de Janeiro, Brazil, as hosts was a step towards expanding the continental breadth of potential host cities.¹¹¹ However, these discrete examples are only small steps towards a greater effort. More work remains to be done before all nations are able to take advantage of the opportunities of participating in and hosting the Games.¹¹²

C. *The Limits of Universality*

Despite procedures allowing for heightened IOC oversight, including the contractual obligations on host cities to comply with the Principles, improper land acquisition tactics, which displace host city residents without compensation, tarnish the legacy of the Games.¹¹³ Often times, Olympic land acquisition serves two goals: (1) to meet “heightened demand for space to construct sports venues, accommodation and roads” but also (2) to create a “new international image for the cities.”¹¹⁴ Under these circumstances, the host city uses the Games as an excuse to assert its own agenda. In particular, host cities have been criticized for the “removal of

244 (criticizing the “Eurocentric” nature of the IOC and its leadership bodies and arguing for more globally representative governance).

110. Vitaly Smirnov, *Giving Developing Countries the Chance to Host the Olympic Games*, in XIII OLYMPIC CONGRESS: CONTRIBUTIONS, *supra* note 13, at 249 (arguing for greater assistance to NOCs in developing countries and more modest requests for Olympic infrastructure if we want to see the Olympic Games held in Africa, Asia and South America); *see also* Shun-Ichiro Okano, *Universality and Developing Countries*, in XIII OLYMPIC CONGRESS: CONTRIBUTIONS, *supra* note 13, at 240 (breaking down universality into three components: universality (1) in the selection of host cities, (2) in the participation of National Olympic Committees (NOCs), (3) in the participation of athletes, and arguing that the IOC has failed to achieve universality in selecting host cities); Markin, *supra* note 13, at 599–600.

111. In 2016, Rio de Janeiro, Brazil will be the first South American city to host the Olympics. Macur, *supra* note 64, at A1 (“During its presentation, the bid team showed a graphic of the world and marked all the places that have held an Olympics. South America was glaringly bare By choosing Rio, it [the IOC] could help the country develop faster and could bring an entire continent of people closer to the Olympic movement.”).

112. *E.g.*, Smirnov, *supra* note 110, at 249; Okano, *supra* note 110, at 240; Bin, *supra* note 69, at 219; Markin, *supra* note 13 at 599–600.

113. *Rep. of the Special Rapporteur*, *supra* note 29, ¶ 6 (“Displacement and forced evictions due to beautification and gentrification tend to affect low-income populations, ethnic minorities, migrants and the elderly . . . , [and policies to] ‘cleanse’ the city result in the removal of homeless persons, beggars, street vendors, sex workers and other marginalized groups from central areas and their relocation into special sites or outside the city.”).

114. *Id.* ¶ 16.

signs of poverty and underdevelopment through reurbanization projects that prioritize city beautification over the needs of local residents.”¹¹⁵

The most recent and notable example of host city housing rights abuse occurred in Beijing before the 2008 Olympics.¹¹⁶ The Beijing Municipality and the Beijing Organising Committee for the Olympic Games (“BOCOG”) forcibly evicted an estimated 1.5 million residents.¹¹⁷ Under the auspices of Olympic land acquisition, the municipality underwent an aggressive campaign of “poverty hiding,”¹¹⁸ where officers harassed, repressed, and imprisoned residents and activists.¹¹⁹ This included the “Re-education Through Labor” program, whereby alleged unlicensed taxis operators, street vendors, vagrants, and beggars were collected and subjected to a form of imprisonment without formal legal charges.¹²⁰ In addition, demolitions and evictions took place without prior notice, sometimes in the middle of the night, without the provision of adequate compensation sufficient to attain alternative accommodation and without access to legal recourse.¹²¹ Reports of these human rights violations caused discontent among the international community and sparked violent protests during the torch relay.¹²² Although these acts are most vivid in our memory, Beijing was neither the first nor the last host city to violate housing rights.

115. *Id.*

116. COHRE, ONE WORLD, WHOSE DREAM? HOUSING RIGHTS VIOLATIONS AND THE BEIJING OLYMPIC GAMES, at 6–7 (2008) [hereinafter ONE WORLD, WHOSE DREAM?], available at http://www.cohre.org/sites/default/files/mega_events_-_one_world_whose_dream_july_2008.pdf; see also *Rep. of the Special Rapporteur, supra* note 29, ¶¶ 18, 21 (In Beijing, nine venue-related projects, which covered over one million square meters, required the extensive relocation of residents. Allegations of “repression, harassment and arbitrary detention” were common, as well as reports of mass evictions, including evictions conducted by unidentified men in the middle of the night and without prior warning.).

117. ONE WORLD, WHOSE DREAM?, *supra* note 116, at 6; *Rep. of the Special Rapporteur, supra* note 29, ¶ 21.

118. *Olympic Congress: Monitor Host Countries on Rights*, HUMAN RIGHTS WATCH (Oct. 1, 2009), <http://www.hrw.org/en/news/2009/10/01/olympic-congress-monitor-host-countries-rights> (“The world watched as China trampled on human rights, including throwing people in jail, in the name of preparing for the Beijing Games.”).

119. ONE WORLD, WHOSE DREAM, *supra* note 116, at 6–7.

120. *Id.*

121. *Id.* (Even when compensation was provided, most displaced residents were unable to retain the same standard of living and had to move further from sources of employment, community networks, schools and health care facilities.).

122. Katrin Bennhold & Keith Bradsher, *From Beijing to Battery Park, Activists Stress Causes*, N.Y. TIMES, Aug. 9, 2008, at A11.

In light of these concerns, the Centre on Housing Rights and Evictions (“COHRE”), the leading international human rights organization dedicated to promoting human rights and preventing forced evictions around the world,¹²³ coordinated an elite team of human rights scholars and advocates¹²⁴ to research the issue of “Mega-Events, Olympic Games and Housing Rights.”¹²⁵ COHRE studied the impact of the Games on the housing rights of residents in seven past and future Olympic Host Cities, namely Seoul, Barcelona, Atlanta, Sydney, Athens, Beijing, and London.¹²⁶ COHRE found that little changed since the 1988 summer Olympic Games in Seoul, South Korea when 720,000 people were forcibly displaced.¹²⁷ In the last twenty years, the Games have displaced more than 2 million people.¹²⁸ Host cities’ “cleaning operations” disproportionately target the city’s most marginalized residents, traditionally the low-income earners, homeless, poor, Roma, and African-Americans.¹²⁹ These former residents are not only displaced, but also are frequently subjected to long-term or permanent homelessness or relocation outside the city limits.¹³⁰ The result of these actions includes post-Olympics gentrification,¹³¹ homelessness,¹³² and long-term displacement.¹³³ Upon the com-

123. *About Us*, COHRE, <http://www.cohre.org/about-us> (last visited Feb. 10, 2011) (“COHRE [is] an independent, international, non-governmental, not-for-profit human rights organization whose mission is to ensure the full enjoyment of the human right to adequate housing for everyone, everywhere In 1999, COHRE was granted special consultative status with the Economic and Social Council of the U.N.”).

124. COHRE worked with U.N.-HABITAT, the Special Advisor to the U.N. Secretary General on Sport for Development and Peace, the Graduate Institute of International Studies (IUHEI), the Geneva School of Architecture, the University of Toronto, the New York University Law School, and the University of Wisconsin-Madison. FAIR PLAY FOR HOUSING RIGHTS, *supra* note 25, at 18.

125. *Id.* at 3.

126. *Id.* at 11, 15 (COHRE found, “In Barcelona the post-Games cost of housing rose so high that low income earners were forced to leave the city; In Atlanta 9,000 homeless (mainly African Americans) were given arrest citations in a ‘clean the streets’ campaign and approximately 30,000 people were displaced by Olympics gentrification; In Athens, hundreds of Roma were displaced during Olympic preparations.”).

127. *Id.* at 11; *Rep. of the Special Rapporteur*, *supra* note 29, ¶ 18 (Preparations for the 1988 Olympic Games resulted in the forcible eviction of fifteen percent of the population in Seoul and the demolition of 48,000 buildings.).

128. Press Release, COHRE + RUIG/GIAN Joint Media Statement, The Olympic Games Have Displaced More Than Two Million People in the Last 20 Years (2008), available at http://tenant.net/alerts/mega-events/Olympics_Media_Release.pdf.

129. FAIR PLAY FOR HOUSING RIGHTS, *supra* note 25, at 16, 38.

130. *See id.* at 24, 38.

131. *Id.* at 197; *see also Rep. of the Special Rapporteur*, *supra* note 29, ¶¶ 19–21. The Special Rapporteur found,

pletion of the project, COHRE published *Fair Play for Housing Rights*, a report documenting its evidentiary findings and proposing guidelines for all stakeholders in future host cities.¹³⁴ These guidelines are designed to provide a manual to facilitate a comprehensive revision of the current structure of mega-event planning.¹³⁵

Although COHRE's recommendations are not binding on the IOC, this report served an important disclosure function. The results of the study drew international attention to the IOC's failure to uphold either basic human rights¹³⁶ or even its own Principles.¹³⁷ The unexpected findings exposed by the COHRE report sparked an inquiry by the U.N. Human

In Seoul, apartment prices increased by 20.4 percent in the first eight months of 1988, and land prices soared by 27 percent in 1988, the steepest rise since 1978; In Barcelona, the increase in housing prices during the five-year period surrounding the Games was 1 percent, while in the rest of the country prices increased by 83 percent; in 1993, a year after the Olympics, house prices only rose by 2 percent; In Atlanta, around 15,000 low-income residents were forced out of the city as the annual rent increase rose from 0.4 percent in 1991 to 7.9 percent in 1996 in preparation for the 1996 Olympic Games; In Sydney, the increase in house pricing during the five-year period before the Games was 50 percent while in the rest of the country prices increased by 39 percent; In London, property prices in the areas surrounding the Olympic site increased by 1.4 percent to 4.6 percent after the announcement that the city had won the bid, while in the rest of the city prices were down by 0.2 percent.

Id.

132. FAIR PLAY FOR HOUSING RIGHTS, *supra* note 25, at 15, at 11, 21–22; *Rep. of the Special Rapporteur*, *supra* note 29, ¶ 27.

133. FAIR PLAY FOR HOUSING RIGHTS, *supra* note 25, at 197; *Rep. of the Special Rapporteur*, *supra* note 29, ¶¶ 16–18.

134. *See generally* FAIR PLAY FOR HOUSING RIGHTS, *supra* note 25.

135. *Id.* at 16 (“[There are currently no] mechanisms or procedures in place within the IOC to prevent or mitigate the negative impacts of hosting the Olympic Games, or to ensure a greater focus on using the Olympic Games to promote a positive housing legacy.”).

136. *See* UDHR, *supra* note 26, art. 25(1); ICESCR, *supra* note 27, art. 11; *see also Rep. of the Special Rapporteur*, *supra* note 29, ¶ 32 (“Forced evictions are prima facie incompatible with the requirements of the International Covenant for Economic, Social and Cultural Rights and can only be justified in the most exceptional circumstances, and in accordance with the relevant principles of international law.”).

137. “COHRE took the Olympic Games as a case study because forced evictions, discrimination against racial minorities, targeting homeless persons . . . are in complete contradiction to the very spirit and ideals of the Olympic Movement, which aims to foster peace, solidarity and respect of universal fundamental principles.” FAIR PLAY FOR HOUSING RIGHTS, *supra* note 25, at 9.

Rights Council, whose Special Rapporteur chose to take the case under further consideration.¹³⁸

II. SHINING THE TORCH ON THE CRISIS: THE SPECIAL RAPPORTEUR'S REPORT AND RECOMMENDATIONS FOR HOUSING RIGHT REFORM

In response to the growing pressure from COHRE and other international human rights groups, the Special Rapporteur chose to investigate the effect of international mega-events, including the Olympic Games, on the "realization of the right to adequate housing."¹³⁹ Special Rapporteur is a position created under the "special procedure" authority of the HRC to address a thematic or country-specific mandate.¹⁴⁰ The Special Rapporteur investigates issues arising under its mandate¹⁴¹ and prepares a report detailing its findings and recommendations to rectify the human rights problem at issue.¹⁴² Although these recommendations are not binding on the parties, the Special Rapporteur's findings are widely disseminated and contribute "to the overall body of knowledge in the field and to the understanding of complex problems and their possible solutions."¹⁴³ The ultimate goal for these mandates is to "raise awareness of particular problems and to shed light on the types of laws, policies and programs, which might best ensure the respect for human rights in such circumstances."¹⁴⁴ In 2000, HRC Resolution 6/27 created a new thematic

138. *Rep. of the Special Rapporteur, supra* note 29, ¶ 1 (The COHRE report alleged violations to the human right to adequate housing, which fall within the Special Rapporteur's thematic mandate from the HRC to address international housing concerns.).

139. *Id.*; see also *Special Procedures Manual, supra* note 32, paras. 38–41, 75–76 (discussing the procedures for either HRC assignment or Special Rapporteur's selection of mandate-related investigations).

140. "Thematic Special Procedures are mandated by the HRC to investigate the situation of human rights in all parts of the world . . . This requires them to take the measures necessary to monitor and respond quickly to allegations of human rights violations against individuals or groups, either globally or in a specific country or territory, and to report on their activities." *Special Procedures Manual, supra* note 32, para. 4.

141. The Special Rapporteur compiles information "emanating from Governments, inter-governmental organizations, international and national non-governmental organizations, national human rights institutions, the academic community, the victims of alleged human rights abuses, relatives of victims, and witnesses. Wherever feasible and appropriate mandate-holders should endeavor to consult and meet with such sources, and they should seek to cross-check information received to the best extent possible." *Id.* para. 23.

142. *Id.* paras. 78–80, 106–08.

143. *Id.* paras. 106–07 (The information is disseminated through press releases, conferences, presentations, meetings of relevant groups and available on the OHCHR website.).

144. *Id.* para. 108 ("Thematic studies can also be used to provide human rights input into the formulation of legislative, policy and other initiatives in the relevant fields.").

mandate to address housing rights, specifically, “adequate housing as a component of the right to an adequate standard of living, and on the right to non-discrimination in this context.”¹⁴⁵

In 2009, the Special Rapporteur issued a report discussing the “impact of major international sports events (mega-events) on the realization of the right to adequate housing, in particular, the positive and negative legacy of hosting the Olympic Games and the Football World Cup.”¹⁴⁶ The Special Rapporteur gathered information from the findings of previous mandate holders, “the findings of a workshop organized in June 2007 by the Centre on Housing Rights and Evictions” and IOC comments on earlier drafts of the Special Rapporteur’s report.¹⁴⁷ The Special Rapporteur’s report confirmed the allegations of housing rights violations and proposed recommendations for the IOC to better “protect the right to adequate housing in all stages of the mega-event process, from the initial bid phase through to the planning and preparation phases and the staging of the events, to the post-event legacy.”¹⁴⁸ The Special Rapporteur’s recommendations are not legally binding.¹⁴⁹ Nevertheless, these recommendations carry two forms of persuasive legal influence: the institutional authority of the U.N.¹⁵⁰ and the social, moral weight of the HRC.¹⁵¹

The Special Rapporteur’s recommendations are particularly timely¹⁵² in light of the IOC’s recent reaffirmation of their commitment to work

145. *Rep. of the Special Rapporteur, supra* note 29, at 1.

146. *Id.* ¶ 1 (The report was completed “in accordance with Human Rights Council resolution 6/27, and constitutes the second annual report submitted to the Council since.”).

147. *Id.* ¶ 1.

148. *Id.* ¶ 1; *see also id.* ¶¶ 45–50, 68. Not only did the Special Rapporteur confirm the COHRE’s evidentiary findings, but the recommendation for a comprehensive housing reform also closely tracks the COHRE’s recommendation. *Cf.* FAIR PLAY FOR HOUSING RIGHTS, *supra* note 25, at 62–64, 200–04.

149. *Special Procedures Manual, supra* note 32, para. 108 (The report for a thematic study provides “human rights input” which can lead to the formulation of policy.).

150. *See* Wessel & Wouters, *supra* note 36, at 262–69 (discussing the growing authority of the rules and recommendations promulgated by international organizations, particularly U.N. organs and agencies).

151. *Special Procedures Manual, supra* note 32, paras. 1, 4–7 (A Special Rapporteur is assigned to thematic mandates when the HRC is put on notice of a human rights violation. The Special Rapporteur investigates under the terms of its mandate to learn whether it needs to alert and/or activate the U.N. and potentially, the greater international community, to address the specific situation or issue.).

152. *See* FAIR PLAY FOR FAIR HOUSING, *supra* note 25, at 16.

One of the reasons why the Olympic Movement provides such a good case study for mega-events and housing is that in recent times there has been significant progress made within the Olympic Movement to understand the various

with the U.N. to achieve common human rights goals.¹⁵³ In October of 2009, the IOC was granted Observer Status at the U.N. General Assembly.¹⁵⁴ While the IOC cannot vote at the General Assembly meetings, it now has the privilege of taking the floor and participating in consultation meetings. When the IOC received this honor, U.N. Secretary General Ban Ki-Moon stated, “We look forward to further developing the close

implications of the Olympic Games, including the long-term legacy created by the staging of this event. Increasing emphasis on the need for the Olympic Games to promote sustainable development and leave a positive post-Olympic legacy demonstrates how the Olympic Movement and the IOC are focused on addressing these concerns. The introduction of a level of transparency in the Host City election procedure is an example of efforts to address these concerns. These recent developments, including the inclusion of the environment as a third Olympic dimension, alongside sport and culture, illustrate the willingness and capacity of the Olympic Movement to engage in innovative progress. The increasing number of cooperation agreements between the UN and the IOC also indicate the significant parallels and increasing convergence between both organisations inspired by the same universal values and fundamental principles.

Id.

In addition, the IOC currently has the opportunity to use the momentum created by the upcoming 2012 London Olympics. London has promised to build a sustainable Games with a positive housing legacy. As these promises come into fruition, the IOC will have clear evidence that housing protections and sustainable development measures can be effectively incorporated into Olympic hosting. See London Organising Comm. of the Olympic & Paralympic Games Ltd. (LOCOG), LONDON 2012 SUSTAINABILITY PLAN: TOWARDS A ONE PLANET 2012 5 (2d ed. 2009) [hereinafter LONDON SUSTAINABILITY PLAN], available at <http://www.london2012.com/documents/locog-publications/london-2012-sustainability-plan.pdf>; see also Tom Porteous, *This is Britain's Chance to Uphold the Olympic Ideal*, HUMAN RIGHTS WATCH (Mar. 17, 2010), <http://www.hrw.org/en/news/2010/03/17/britain-s-chance-uphold-olympic-ideal>.

[T]he goal of Olympism is ‘to place sport at the service of the harmonious development of man, with a view to promoting a peaceful society concerned with the preservation of human dignity.’ Yet there is no mechanism to ensure that this lofty ideal is upheld. Now that the torch has passed from Vancouver to London, there’s a unique opportunity for the UK to bequeath to the Olympic movement a simple means of ensuring that the Games do indeed contribute to ‘the preservation of human dignity’ through the protection of human rights.

Id.

153. Antoine Tardy, *U.N. Special Adviser Welcomes IOC's Observer Status at the U.N.*, SPORTANDDEV.ORG (Oct. 21, 2009), <http://www.sportanddev.org/newsviews/news/?1001/UN-Special-Adviser-welcomes-IOCs-Observer-Status-at-the-UN>; *Agenda 21*, *supra* note 95, at 18 (In 1999, the IOC publically confirmed its commitment to follow the goals set forth in Agenda 21, which is closely modeled off the Agenda 21 promulgated by the U.N. Conference on Environment and Development.).

154. Tardy, *supra* note 153.

relations between UNOSDP [U.N. Office for Sport Development and Peace], the whole UN family and the IOC based on our common value set.”¹⁵⁵ These common values include each organization’s commitment to achieve the eight Millennium Development Goals (“MDGs”)¹⁵⁶ and to “make the world a better and more peaceful place through sport.”¹⁵⁷ In light of this very recent affirmation of cooperation, it is likely the IOC will be more receptive to proposals from the U.N. organs and agencies. This is particularly true when the issue regards a human right, such as the right to adequate housing.¹⁵⁸ In order to maintain its goodwill with the U.N. and uphold its commitments to the MDGs, the IOC may be more likely to consider, and potentially adopt, the Special Rapporteur’s recommendations for a comprehensive housing policy reform.¹⁵⁹

155. *Id.*

156. Press Release, IOC, Sport Officially Recognized to Boost Millennium Development Goals (Sept. 23, 2010) [hereinafter U.N./IOC Press Release], available at <http://www.olympic.org/en/content/Media/?currentArticlesPageIPP=10¤tArticlesPage=4&articleNewsGroup=-1&articleId=101466>; see also *What are the Millennium Development Goals?*, U.N. DEV. PROGRAMME [UNDP], <http://www.undp.org/mdg/basics.shtml> (last visited Feb. 10, 2011) (Adopted by world leaders in the year 2000 and set to be achieved by 2015, the MDGs are both global and local, tailored by each country to suit specific development needs. They provide a framework for the entire international community to work together . . . making sure that human development reaches everyone, everywhere. Goal 1: Eradicate extreme poverty and hunger; Goal 2: Achieve universal primary education; Goal 3: Promote gender equality and empower women; Goal 4: Reduce child mortality; Goal 5: Improve maternal health; Goal 6: Combat HIV/AIDS, malaria and other diseases; Goal 7: Ensure environmental sustainability; Goal 8: Develop a Global Partnership for Development.”).

157. U.N./IOC Press Release, *supra* note 156 (“As the leader of the Olympic Movement, the IOC strives to act as a catalyst for collaboration with the ultimate objective of making the world a better and more peaceful place through sport. By using sport as a tool, the IOC and its partners implement various activities across the globe in fields such as humanitarian assistance, peace-building, education, gender equality, the environment and the fight against HIV/AIDS, hence contributing to the achievement of the U.N. Millennium Development Goals.”).

158. *Rep. of the Special Rapporteur*, *supra* note 29, ¶ 32.

159. The Special Rapporteur’s recommendations do not have binding authority. However, the Special Rapporteur’s authority to “alert U.N. organs and agencies,” “advocate on behalf of victims of violations,” and “activate the international community to address particular human rights issues” has a normative effect. In order to maintain its legitimacy as a vehicle for the Movement, the IOC would be well advised to address the Special Rapporteur’s housing recommendations. *Special Procedures Manual*, *supra* note 32, para. 5; see, e.g., FAIR PLAY FOR HOUSING RIGHTS, *supra* note 25, at 16 (“The increasing number of cooperation agreements between the U.N. and the IOC also indicate the significant parallels and increasing convergence between both organizations inspired by the same universal values and fundamental principles.”).

While the IOC debates and negotiates a comprehensive housing strategy, it must first address the immediate impact of the Special Rapporteur's report on the on-going planning for Sochi, Russia, host city for the 2014 Olympic Games ("Sochi") and Rio de Janeiro, Brazil, host city for the 2016 Olympic Games ("Rio").¹⁶⁰ While the IOC cannot retroactively bind Sochi and Rio to new housing protection provisions, the IOC does have the authority to require housing plans and eviction disclosures.¹⁶¹ Under the terms of the current Contract, the OCOG is bound to report to the IOC at periodic planning meetings and provide regular "updates, details and deliverables regarding the OCOG's general organization and planning process."¹⁶² Updates might address the status of housing plans, potential eviction or displacement actions, and the projections for the future of the city's affordable housing stock.¹⁶³ Therefore, through its oversight authority, the IOC can ensure housing plans are a priority for the OCOG in Sochi and in Rio,¹⁶⁴ and that information released to the

160. Under the terms of the Contract, the IOC reserves the right to amend the Technical Manuals, guidelines, and other directions. The City, the NOC, and the OCOG would be required to adopt its planning to accommodate any such changes. However, since the comprehensive housing reform would affect all the governing documents, including the Contract and the Charter, it is likely this "evolution of the content" would go beyond the scope IOC's reserved right. Since Sochi and Rio already signed their Contracts with the IOC, it is likely that the housing amendments, in particular an expanded use of the Fund, would not impact either host city. *See Host City Contract, supra* note 20, § 16; *see also Factsheet: Host City Election, supra* note 66, at 3; Macur, *supra* note 64, at A1.

161. Under the terms of the Contract, the OCOG is obligated to provide periodic updates to the IOC. In addition, the IOC reserves the right to demand updates at will. Since housing plans and eviction timelines directly relate to Olympic planning, the IOC can demand updates from the planners. *See Host City Contract, supra* note 20, §§ 16, 25 (The IOC is entitled to periodic updates from the host city and OCOG and has reserved the right to demand progress reports from the OCOG.).

162. *Id.* § 16.

163. For example, after a recent visit to Sochi, the IOC's Olympic Games Executive Director, Gilbert Felli, expressed concern about the progress of Olympic development. In particular, Felli felt Sochi was behind in the construction and expansion of hotels. At the time of his visit, the city need at least 19,000 more hotel rooms to meet the minimum requirement of 43,000 hotel rooms for the Games. However, at the same time, the IOC officially stated that Sochi's Olympic planning was "maintaining a very good pace." Mark Bisson, *IOC Identifies Challenges for Sochi at Halfway Point in Preparations*, *AROUND THE RINGS* (Oct. 14, 2010), <http://www.aroundtherings.com/articles/view.aspx?id=35752>. However, many media outlets are less convinced. *Cf.* Maria Antonova, *Sochi's Gamble: Olympic Construction Battles Nature and Time*, *RUSS. LIFE*, Mar.-Apr. 2010, at 7 (arguing that the planning is behind which puts the likelihood of a successful Olympics in Sochi in jeopardy).

164. Requiring these public disclosures will ensure that the OCOG formulates realistic and legal procedures for land acquisition and reduces the threat of secret "poverty hiding"

public is timely and accurate.¹⁶⁵ Requiring housing planning disclosures will provide protection by putting host city residents on notice.¹⁶⁶ As a result, residents will have the opportunity to respond, either through domestic courts, political action, or the microphone of the international media.¹⁶⁷ In light of the housing vulnerabilities exposed by international media and human rights groups, these small steps might be particularly important to Sochi and Rio residents.¹⁶⁸ Therefore, the IOC must act quickly to require the cities to disclose plans that address these potential

tactics which were used in prior Olympics. See ONE WORLD, WHOSE DREAM?, *supra* note 116, at 6; *Rep. of the Special Rapporteur*, *supra* note 29, ¶¶ 19–21.

165. The disclosures will ensure all relevant information is passed on to residents. In addition, this will uphold the Special Rapporteur’s notice requirement for the effective and timely dissemination of relevant information from authorities to residents. See *Rep. of the Special Rapporteur*, *supra* note 29, ¶¶ 34–35.

166. “Appropriate notice” of eviction plans and dialogue regarding alternative plans to protect residents’ housing rights is a central requirement in the Special Rapporteur’s recommendations. See *id.* ¶¶ 32–35; *Annex*, *supra* note 16, ¶¶ 37–42.

167. In addition to notice, residents must be allowed to voice opposition. According to the Special Rapporteur, residents must have “a reasonable time period for public review of, comment on, and/or objection to the proposed plan; (d) opportunities and efforts to facilitate the provision of legal, technical and other advice to affected persons about their rights and options; and (e) the holding of public hearings providing affected persons and their advocates with an opportunity to challenge the eviction decision and/or to present alternative proposals and to articulate their demands and development priorities.” *Rep. of the Special Rapporteur*, *supra* note 29, ¶ 35.

168. In both Sochi and Rio, international human rights groups have already identified potential housing rights vulnerabilities. See Letter from Allison Gill, Dir. Russ. HRW Office, & Minky Warden, HRW Media Dir., to Christophe De Kepper, Chief of Staff, IOC, Letter to the International Olympic Committee in Advance of May Visit to Sochi (May 7, 2009), available at <http://www.hrw.org/en/news/2009/05/03/letter-international-olympic-committee-human-rights-concerns-sochi> (Preliminary studies by HRW found potential human rights issues in the “lack of transparency around expropriations, and violations of the rights of workers involved in the construction of Olympics-related facilities.”); Porteous, *supra* note 152 (“Quite apart from wider concerns about political repression in Russia, the potential for abuses directly related to the Sochi games is real. Human Rights Watch has already documented the suppression of peaceful protest during IOC visits.”); see also *Rep. of the Special Rapporteur*, *supra* note 29, ¶ 63 (“The Bid Book for the 2016 Rio Olympics anticipates the improvement and relocation of some settlements and the commitment to comply with national and international standards. Media reports refer, however, to threatened evictions in some settlements, with no information concerning resettlement or compensation.”). *But cf.* Brasil Ministerio de Esporte, Governo de Rio de Janeiro, Rio Prefeitura, *Rio de Janeiro 2016*, 2 §9.9 CANDIDATE FILE FOR RIO DE JANEIRO TO HOST THE 2016 OLYMPIC AND PARALYMPIC GAMES 145, available at http://www.rio2016.org.br/sumarioexecutivo/sumario/English/Per%20Volume/Volume%202_eng.pdf (Rio’s bid application outlines the compensation plans and asserts its commitment to uphold international standards for effecting legal evictions).

vulnerabilities. This will ensure the upcoming Games in Rio and Sochi reflect the projected transition in the Movement to protect the human right to adequate housing.

Looking beyond the 2016 Olympics, the Special Rapporteur charges the IOC with the task of implementing housing rights reforms in all Olympic governing documents¹⁶⁹ and at each phase of planning,¹⁷⁰ starting with the IOC's host city selection process.¹⁷¹ Questionnaires should be included in the Candidate City files to address initial housing plans and assess the impact on housing in the city.¹⁷² If the city's housing protection procedures fail to meet international standards, or the city refuses to adapt to them, then the Candidate City should automatically be disqua-

169. Since the housing provisions in Agenda 21 are not "readily enforceable," the IOC must amend its binding governing documents, such as the Charter and the Contract, to ensure housing standards are "addressed clearly in binding norms." *Rep. of the Special Rapporteur*, *supra* note 29, ¶¶ 40–41; *see also* FAIR PLAY FOR HOUSING RIGHTS, *supra* note 25, at 62–71 (recommending that the IOC include housing standards, as well as mechanisms to monitor and evaluate compliance with these standards, in the Olympic "charter, statutes, codes of ethics, or rules of conduct").

170. *Rep. of the Special Rapporteur*, *supra* note 29, ¶¶ 1, 45–50, 68.

171. While the success of the 2012 London Olympics' planning strategy has yet to be tested, its comprehensive housing strategy may serve as an example of the Special Rapporteur's recommendations in action. For example, when the city of London bid for the 2012 Olympic Games, it marketed itself as the "First Sustainable Olympic and Paralympic Games." London's application promised, and the London OCOG ("LOCOG") and the London Olympic Development Authority ("ODA") are now working to deliver, an Olympic Games with a sustainable legacy focused on the future growth and development of the city. Planners are accomplishing this goal by converting an old industrial zone into the Olympic Park. In the Park, the LOCOG will only build permanent venues and facilities if the structure has a long-term "after-use." If the venue or facility has no long-term use for London, then the LOCOG will only build a temporary structure. Thus the LOCOG will be able to meet the IOC's Olympic capacity requirements without wasting London's resources. LONDON SUSTAINABILITY PLAN, *supra* note 152, at 5–6, 61, 68–69. *Cf. Games Monitor: Debunking Olympic Myths*, <http://www.gamesmonitor.org.uk> (last visited Nov. 7, 2010) (London 2012 has not escaped all criticism. The Games Monitor is operated by a network of people with a desire to inform and monitor the Olympic process and the local impact. It utilizes the British freedom of information act to access planning documents and analyze LOCOG and ODA data first-hand.).

172. *Rep. of the Special Rapporteur*, *supra* note 29, ¶¶ 48–49, 83 (The questionnaire must address a range of topics including: "(a) Strategies for monitoring the housing impact throughout the organization and after the event, (b) Procedures to investigate and sanction violations of the right to adequate housing and to offer redress to victims, (c) Regulations and procedures to enforce security of tenure, (d) Regulations and procedures to protect against forced evictions, discrimination and harassment against local populations in connection with the event, (e) Mechanisms to provide compensation and resettlement for affected persons.").

lified from bidding.¹⁷³ Once the host city is selected, housing rights, standards and mechanisms to enforce these standards, should be included in the terms of the Contract.¹⁷⁴ Through careful infusion of housing provisions, the IOC can ensure that construction decisions take into consideration the growth and future of the city and its citizens so that the Olympics serve as the “catalyst for a positive housing legacy.”¹⁷⁵

The most basic housing protection reform, but also the most controversial, is the requirement of compensation for displaced persons.¹⁷⁶ In order for an eviction to comply with international human rights law, the evicting party should provide “adequate compensation for any real or personal property affected by the eviction.”¹⁷⁷ In the main text of the report, the Special Rapporteur broadly recommends the IOC require: “[m]echanisms to provide compensation and resettlement for affected persons.”¹⁷⁸ The report’s Annex, *Basic Principles and Guidelines on Development-Based Evictions and Displacement*, identifies the specific requirements for “fair and just compensation.”¹⁷⁹

When evictions cannot be avoided, then “fair and just compensation” must be provided “for any losses of personal, real or other property or

173. See *id.* ¶¶ 82, 84.

174. See *id.* ¶ 68 (“[I]t is essential that all relevant stakeholders adopt a responsible attitude concerning the impact of the Olympic Games . . . , on the right to adequate housing. Their consequences for the enjoyment of human rights must be duly considered at all stages of the event and by all actors involved.”).

175. FAIR PLAY FOR HOUSING RIGHTS, *supra* note 25, at 202; see also *Rep. of the Special Rapporteur*, *supra* note 29, ¶¶ 7–14.

176. Scholars and practitioners of housing policy and legal theory consistently debate the definitions of the qualifying terms: “reasonable,” “adequate,” or “fair and just compensation.” *E.g.*, RESTATEMENT (THIRD) OF FOREIGN REL. § 712 rep. n. 2 (1987) (discussing the various definitions and interpretations of compensation among countries and between international tribunals).

177. OHCHR Factsheet, *supra* note 18, at 5; see also *Annex*, *supra* note 16, ¶ 21 (International standards require that evictions be carried out only if they are “(a) authorized by law; (b) carried out in accordance with international human rights law; (c) undertaken solely for the purpose of promoting the general welfare; (d) reasonable and proportional; (e) regulated so as to ensure full and fair compensation and rehabilitation; and (f) carried out in accordance with the present guidelines. The protection provided by these procedural requirements applies to all vulnerable persons and affected groups, irrespective of whether they hold title to home and property under domestic law.”) (emphasis added).

178. *Rep. of the Special Rapporteur*, *supra* note 29, ¶ 83(e). Ultimately, the decision of which factors to include in calculating just compensation is for the IOC. Ideally, this definition will be formulated in a working group, including representatives from other mega-event organizations. Together, the IOC and groups such as the International Association of Football Federations (responsible for the Football World Cup), can develop a uniform set of housing reforms to govern all international mega-events.

179. *Annex*, *supra* note 16, ¶¶ 59–63.

goods, including rights or interests in property in the amount necessary for the promotion of the general welfare.”¹⁸⁰ “Interests in property” includes interests of both tenants and owners,¹⁸¹ and “such property” extends to “losses related to informal property, such as slum dwellings.”¹⁸² The calculation for “fair and just compensation” includes:

Any economically assessable damage, as appropriate and proportional to the gravity of the violation and the circumstances of each case, such as: loss of life or limb; physical or mental harm; lost opportunities, including employment, education and social benefits; material damages and loss of earnings, including loss of earning potential; moral damage; and costs required for legal or expert assistance, medicine and medical services, and psychological and social services. Cash compensation should under no circumstances replace real compensation in the form of land and common property resources. Where land has been taken, the evicted should be compensated with land commensurate in quality, size and value, or better

.....

To the extent not covered for relocation, the assessment of economic damage should take into consideration losses and costs, for example, of land plots and house structures; contents; infrastructure; mortgage or other debt penalties; interim housing; bureaucratic and legal fees; alternative housing; lost wages and incomes; lost educational opportunities; health and medical care; resettlement and transportation costs (especially in the case of relocation far from the source of livelihood). Where the home and land also provide a source of livelihood for the evicted inhabitants, impact and loss assessment must account for the value of business losses, equipment/inventory, livestock, land, trees/crops, and lost/decreased wages/income.¹⁸³

The potential costs to be included in the calculation of “fair and just compensation” are far reaching. According to the Special Rapporteur, to the extent that evictions are “unavoidable,” the OCOG and the host city assume the responsibility to compensate residents for their “fair and just” losses.¹⁸⁴ This is not a novel concept, though the definition and calculation of just compensation varies widely.¹⁸⁵ Here the Special Rapporteur

180. *Id.* ¶ 60; see also OHCHR Factsheet, *supra* note 18, at 3–9.

181. *Annex, supra* note 16, ¶ 61.

182. *Id.*

183. *Id.* ¶¶ 60, 63.

184. *See id.*

185. Specific compensation provisions are common in private international law when a multi-lateral corporation signs a contract to do business in a foreign country, or in bilateral agreements such as Friendship, Commerce and Navigation (“FCN”) treaties and Bila-

drafted the international standard for compensation with broad strokes.¹⁸⁶ However, the breadth of this proposed compensation package has potential to be more destructive to the Movement than protective to human rights.

As the costs of land acquisition rise, the compensation element may prohibit developing countries from amassing sufficient land to build the Olympic infrastructure. Even if land is readily available, the added cost of potentially large compensation packages may still deter developing nations from submitting bids to host.¹⁸⁷ Together these concerns will limit the pool of potential host cities.¹⁸⁸ Therefore, while broad compensation provisions seem ideal from a traditional human rights perspective, in practice, this reform may hinder a competing human rights goal, the universality of the Games.¹⁸⁹ Before the IOC adopts the Special Rapporteur's recommendations wholesale, it must consider the economic impact of these new requirements. The IOC must balance the protection of indi-

teral Investment Treaties ("BITs"), which contain provisions protecting property rights. See RESTATEMENT (THIRD) OF FOREIGN REL. § 712 rep. n. 1 (1987). Despite the widespread nature of these clauses, the actual scope of compensation packages varies widely between agreements and among nations. For example, "[t]he United States Government has consistently taken the position in diplomatic exchanges and in international fora that under international law compensation must be 'prompt, adequate and effective' That formulation has met strong resistance from developing states and has not made its way into multilateral agreements or declarations or been universally utilized by international tribunals, but it has been incorporated into a substantial number of bilateral agreements negotiated by the United States as well as by other capital-exporting states both among themselves and with developing states." RESTATEMENT (THIRD) OF FOREIGN REL. § 712 cmt. c (1987).

186. See *Annex*, *supra* note 16, ¶¶ 60–63.

187. Whether a host city or its country earns a net benefit from hosting the Game is not clear. In an uncertain economy many developing nations are not able to take this gamble, and even if they are, we might ask whether they should be asked to. See *World Economy: Mega-events will Face Greater Skepticism*, ECON. INTELLIGENCE UNIT LTD., VIEWSWIRE (Oct. 5, 2010), http://viewswire.eiu.com/index.asp?layout=VWArticleVW3&article_id=1677482152&VWNL=true (expressing skepticism about whether there is an economic benefit to hosting the Games and questioning whether hosting a mega-event is an "appropriate use of public funds" in a developing nation. The author notes that the host country leaves itself "open to the criticism that spending on a glitzy mega-event is inappropriate in a developing country where poverty alleviation and basic development are more urgent tasks.").

188. Under the proposed comprehensive reform, the host city must disclose its housing protection provisions in the bidding process and any nation not in compliance or unwilling to comply with IOC standards would be eliminated from candidature. See, e.g., *Rep. of the Special Rapporteur*, *supra* note 29, ¶¶ 49, 70–73, 82–85.

189. See *International Cooperation*, *supra* note 55, at 719; *Message from the IOC President*, *supra* note 106, at 5.

vidual human rights with the protection of international interests in providing a truly universal Olympic Games.¹⁹⁰

III. THE OLYMPICS FOR ALL AND BY ALL: PRESERVING THE UNIVERSALITY OF THE GAMES WITH THE GENERAL RETENTION FUND

Assuming the IOC is amenable to the comprehensive housing reforms, it must address the financial consequences of imposing legally binding checks on the host city's eviction procedures. Adding a compensation requirement without a financial safety net would disproportionately burden developing nations and potentially prohibit them from hosting the Games.¹⁹¹ However, the IOC can address this concern by amending the possible uses of the portion of the profits held in the Fund.¹⁹²

Incorporating housing protections within the Contract binds the host city to uphold its obligations to its residents.¹⁹³ If the host city breaches its Contract by failing to provide adequate compensation, then the IOC could exercise one of three forms of recourse:

- (1) Require specific performance of the obligation,
- (2) Impose actual damages for non-compliance, or

190. Cf. Andre Travill, *Impact of Mega Sport Events in a Developmental Context, in XIII OLYMPIC CONGRESS: CONTRIBUTIONS*, *supra* note 13, at 571 (Developing nations, such as China, South Africa, and Brazil, often have specific objectives, which are distinct from the general concerns of image building and economic growth.). Developed nations with a long history of effective compensation legislation might also oppose these changes as an unreasonable imposition on national sovereignty. However, these conflicts can be resolved during the host city selection process. At this early stage, the Evaluation Committee will review the country's specific eviction compensation requirements and discuss potential conflicts with the bidding nation. As long as the nation's standards are equal to or greater than international standards, then the IOC can defer to the nation's statutory regulations. Cf. *Rep. of the Special Rapporteur*, *supra* note 29, at 17–18.

191. See, e.g., Christopher Gaffney, *Mega-events and Socio-spatial Dynamics in Rio de Janeiro, 1919–2016*, 9 J. LATIN AM. GEOGRAPHY, 7, 27 (2010) (“The mega-event city is shocked by years of construction projects, debt accumulation, the restructuring of the everyday, media campaigns, the arrival of hundreds of thousands of wealthy tourists, and the militarization of urban space. These shocks reverberate through time and space while the instruments of their implementation dissolve into memory.”).

192. See *Host City Contract*, *supra* note 20, § 50(a) (“The IOC shall determine the application of the general retention fund in relation to the organization of the Games and the obligations of the OCOG in respect thereof.”).

193. See *Rep. of the Special Rapporteur*, *supra* note 29, ¶ 89 (The Special Rapporteur recommends that the housing provisions be incorporated in all hosting agreements); cf. *Host City Contract*, *supra* note 20, § 4–7 (The terms of the Contract are binding on all signing parties and the IOC retains the authority to demand performance or exercise legal recourse if these conditions are not met.).

(3) Retain the percentage of profits that are held in the Fund.¹⁹⁴

Neither specific performance nor actual damages will provide an efficient remedy for the failure to pay compensation. In this context, both forms of recourse require the IOC to compel the host city to pay the residents. This is likely to create an administrative delay during the critical period immediately following an eviction.¹⁹⁵ For example, the IOC must learn of the deficiency, investigate the allegation, calculate the compensation, account for any damages for delayed performance, and finally, demand payment. Even after the IOC completes its due diligence, the host city may continue to delay. At which point, the IOC must either cancel the Olympics or negotiate with the host city representatives.¹⁹⁶ Each step is another delay in the distribution of compensation.

In addition to inefficiency concerns, neither special performance nor actual damages will achieve the IOC's ultimate goals to protect the rights of the displaced citizens and to execute a successful Olympic Games. If the failure to pay is due to an actual inability to pay, then specific performance or actual damages would only force cost-cuts in other areas¹⁹⁷ or add to an unsustainable financial burden.¹⁹⁸ Under either scenario the host city and the ultimate success of the Games are put in a perilous position. Either the host city is left with an unreasonable long-term Olympic debt, or the city initiates cost cutting measures which may lead to unsafe

194. *Host City Contract*, *supra* note 20, § 50(a)–(c).

195. See *Annex*, *supra* note 16, ¶ 52 (Compensation and alternative accommodations must be provided immediately upon the eviction, except in cases of force majeure.); see also U.N. High Comm'r for Hum. Rts., U.N. Hum. Rts. Couns. [HRC], *Promotion and Protection of all Human Rights, Civil, Political, Economic, Social and Cultural Rights, including the Right to Development* 4, U.N. Doc. A/HRC/13/20/Add. 1 (Feb. 22, 2010) (“The Special Rapporteur reminds all states that eviction should never result in rendering people homeless and putting them in a vulnerable situation.”); RESTATEMENT (THIRD) OF FOREIGN REL. § 712(1) (1987) (“For compensation to be just . . . [it must] be paid at the time of taking, or within a reasonable time thereafter . . .”).

196. *Host City Contract*, *supra* note 20, § 50(a)–(c).

197. When Hosts are faced with these insurmountable budgetary challenges the human rights of the most vulnerable citizens are often the first sacrificed. See, e.g., FAIR PLAY FOR HOUSING RIGHTS, *supra* note 25, at 198–99.

198. Some academics argue that the projected financial benefits of hosting large sporting events are often exaggerated, and that the actual economic development impact is typically often much lower than expected. E.g., Victor A. Matheson, *Upon Further Review: An Examination of Sporting Event Economic Impact Studies*, 5 SPORTS J. 1 (2002), available at <http://www.thesportjournal.org/article/upon-further-review-examination-sporting-event-economic-impact-studies>.

construction, labor wage cuts, and/or general interference with the overall safe execution of the Games.¹⁹⁹

The IOC's final option for recourse is to retain the proceeds held in the Fund.²⁰⁰ The Fund contains five percent of OCOG earnings from the sale of broadcasting rights and the International Program.²⁰¹ This money is reserved to compensate the IOC in case:

- (1) The Games do not take place in the host city as planned,
- (2) The host city, the NOC or the OCOG do not comply with their obligations pursuant to the Contract,
- (3) The IOC needs to "set-off any and all of its obligations" from the Contract "for any damages resulting from any above mentioned non-compliance."²⁰²

The money is held in the Fund until the Games are complete and the OCOG has presented its final accounting forms.²⁰³ If the OCOG, host city, and NOC uphold all contractual obligations then the IOC releases the sums in the Fund and any accrued interest to the OCOG.²⁰⁴ However, the Contract terms are intentionally broad to allow the IOC to set-off incurred expenses in the event of any "non-compliance" or "damages."²⁰⁵

It is reasonable to conclude that if the Host fails to comply with the compensation requirements, then the IOC would be entitled to use the Fund to rectify the damages.²⁰⁶ Under this understanding, we would find that the Fund already serves as a safety net for the compensation requirement. However, this position fails to account for the particular problem of interpretation that will likely arise around the term "compensation." Unlike the failure to build a venue according to the specifications of IOC Technical Manuals, adequately protecting and compensating hous-

199. As the costs to host the Games rise and squeeze out budgetary reserves, host cities will be forced to find areas to cut costs. If the housing provisions prevent "cheap" evictions, then other areas will, or perhaps the Games in its entirety could, be in jeopardy. *E.g.*, Cynthia Psarakis, *The Olympics That Weren't*, MSNBC NEWS (Feb. 18, 2010), <http://www.msnbc.msn.com/id/35441125> (In 1970 the IOC selected Denver to host the 1976 Winter Games. However, the city was ill-prepared and was forced to step down from its hosting obligations in 1972 after taxpayers passed an amendment refusing to pay the rising costs of Olympic preparations.).

200. *Host City Contract*, *supra* note 20, § 50.

201. *Id.* § 50(a).

202. *Id.* § 50(c).

203. *Id.* § 50(d).

204. *Id.* § 51.

205. *See id.* § 50(b)-(c).

206. *See id.* § 50 (c).

ing rights is hard to identify and to monetize.²⁰⁷ Even if the IOC and the host city clearly define the scope of compensation in the governing documents, the implementation of the housing plan and the calculation of compensation is an inherently subjective act. As a result, the point of completion and the assurance of compliance are not easily defined.²⁰⁸

The Contract allows for withholding and liquidating funds for “non compliance” and “damages.”²⁰⁹ What constitutes “non compliance” or “damages” in the housing compensation context is unclear, especially in the international community.²¹⁰ Therefore, the IOC’s attempt to exercise its setoff rights is likely to lead to a dispute regarding who is entitled to the proceeds of the Fund. This dispute will create an obstacle to the goal of an efficient dispensation of emergency compensation to displaced residents.

The IOC must amend future host city contracts to (1) explicitly reserve its right to access the reserved profits in the Fund to pay emergency compensation²¹¹ and (2) immediately refer any compensation disputes to arbitration for prompt resolution.²¹² Under these terms, a host city’s failure to pay compensation would trigger IOC intervention. The IOC would have express authority to demand payment of compensation. If the host city refuses to comply with IOC demands for compensation compliance,

207. For example, the Special Rapporteur’s “fair and just compensation” requires a remedy for all “losses of personal, real or other property or goods, including rights or interests in property.” *See Annex, supra* note 16, ¶ 60. Calculating this compensation includes factors such as: “loss of life or limb; physical or mental harm; lost opportunities, including employment, education and social benefits; material damages and loss of earnings, including loss of earning potential; moral damage; and costs required for legal or expert assistance, medicine and medical services and psychological and social services.” *See id.* Putting a fixed dollar amount on these compensation packages which the host city and the IOC both agree to be “fair and just” may be difficult in practice. *See id.*; *see also* RESTATEMENT (THIRD) OF FOREIGN REL. § 712 rep. n. 3 (1987) (“No formula defining just compensation can suit all circumstances.”).

208. *See* RESTATEMENT (THIRD) OF FOREIGN REL. § 712 cmt. d (1987) (“The elements constituting just compensation are not fixed or precise . . .”).

209. *Host City Contract, supra* note 20, § 50 (b)–(c).

210. *See, e.g.*, RESTATEMENT (THIRD) OF FOREIGN REL. § 712 rep. note 2 (1987) (discussing the various definitions and interpretations of “compensation” across states and between international tribunals).

211. *See Host City Contract, supra* note 20, § 50.

212. *See* Olympic Charter, *supra* note 3, r. 59, at 104 (“Any dispute arising on the occasion of, or in connection with, the Olympic Games shall be submitted exclusively to the Court of Arbitration for Sport, in accordance with the Code of Sports-Related Arbitration.”); *see also* SPORTS LAW SUPP., *supra* note 51, § 21:6.

then the IOC can refer the dispute to the Court of Arbitration for Sport (“CAS”).²¹³

The CAS was created by the IOC to serve as the “central specialized authority” to resolve Olympic disputes.²¹⁴ The CAS is uniquely prepared to handle these disputes because the arbiters are experts specializing in the particularities of Olympic law and policy, and the arbiters follow a strict procedure specially designed to produce prompt decisions.²¹⁵ In addition, these decisions are “final and binding on all parties.”²¹⁶ If the CAS rules in favor of the IOC, then the Fund would be immediately available to provide emergency compensation. This solution would provide a clear procedure and a prompt resolution of compensation-related disputes.

While the compensation from the Fund may not reach the total monies necessary for “fair and just compensation,”²¹⁷ this provision would allow the IOC to react quickly to the needs of displaced residents and provide emergency compensation until a long-term solution can be reached. In order to preserve the right to adequate housing during the construction and preparation for the Games and maintain the integrity of the humanitarian mission of the Movement, the IOC should engage in a comprehensive reform to infuse housing policies in the Olympic governing documents, including, in particular, a provision in the host city contract to ensure IOC oversight in the payment of compensation to displaced residents of host cities.²¹⁸

CONCLUSION

The history of improper land acquisition and long-term displacement of the host city residents without compensation²¹⁹ violates the human

213. The Charter and the Contract require all Olympic parties to use the Court of Arbitration for Sport to arbitrate any Olympics-related disputes. *See* Olympic Charter, *supra* note 3, r. 59, at 104; *Host City Contract*, *supra* note 20, § 72.

214. SPORTS LAW SUPP., *supra* note 51, § 21:6.

215. *See* KAUFMANN-KOHLER, *supra* note 51, at 4–5, 30–39 (discussing the special needs and abilities of the Olympic arbitral panel and the rules and procedures followed by the CAS to ensure quick decision-making).

216. SPORTS LAW SUPP., *supra* note 51, § 21:6 (“CAS awards are final and binding on all parties. They can be enforced internationally by the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.”).

217. *Annex*, *supra* note 16, ¶¶ 60–68.

218. This solution aligns with the sentiments expressed by contributors to the XIII Olympic Congress. *E.g.*, *International Cooperation*, *supra* note 55, at 719; *see, e.g.*, Smirnov, *supra* note 110, at 249.

219. *See generally Rep. of the Special Rapporteur*, *supra* note 29; FAIR PLAY FOR HOUSING RIGHTS, *supra* note 25; ONE WORLD, WHOSE DREAM?, *supra* note 116, at 6–7.

right to adequate housing²²⁰ and the Fundamental Principles of Olympism.²²¹ Under the terms of the Charter, the IOC is bound to protect the integrity of the Games and to maintain its status as a symbol of the Movement and its Principles.²²² In addition, upon accepting the U.N. Observer Status and adopting Agenda 21, the IOC expressly committed itself to actively assist the U.N. in protecting and promoting human rights.²²³ As long as the Games are the impetus for large-scale housing rights violations, the IOC is in breach of both its internal duties and external commitments.²²⁴ The Special Rapporteur has taken the lead by demanding the IOC “adopt a responsible attitude concerning the impact of the Olympic Games . . . on the right to adequate housing. The[] consequences for the enjoyment of human rights must be duly considered at all stages of the event and by all actors involved.”²²⁵ Now “we” as the constituents of the Movement, the individual spectators, athletes, and domestic governments around the world must ensure comprehensive housing reforms are enacted.²²⁶

In order for housing reforms to comport with the values of Olympism, the IOC must: (1) protect housing rights with procedures that uphold international standards, and (2) preserve the universality of the Olympics. The added costs of implementing an eviction compensation policy may interfere with universality. By increasing the costs for host cities, the reforms would severely impact the feasibility of developing nations hosting the Games.²²⁷ However, the Fund can serve as a financial safety net to help mitigate this conflict. Therefore, the IOC must amend future host city contracts to (1) explicitly reserve its right to access the reserved profits in the Fund to pay emergency compensation²²⁸ and (2) immediately refer any compensation-related disputes to arbitration for prompt reso-

220. UDHR, *supra* note 26, art. 25(1); ICESCR, *supra* note 27, art. 11.

221. See Olympic Charter, *supra* note 3, at 11, r. 1 para. 1, at 13; see also Code of Ethics, *supra* note 12, at 1–2 (affirming the IOCs duty to uphold the Movement’s ideals.).

222. Olympic Charter, *supra* note 3, r. 1, para. 1, at 13.

223. U.N./IOC Press Release, *supra* note 156; *Agenda 21*, *supra* note 95, at 18.

224. UDHR, *supra* note 26, art. 25(1); ICESCR, *supra* note 27, art. 11.

225. *Rep. of the Special Rapporteur*, *supra* note 29, ¶ 68.

226. FAIR PLAY FOR HOUSING RIGHTS, *supra* note 25, at 17 (“[O]nly if each party [governments, regional and local authorities, project partners, construction companies, corporate sponsors, athletes and spectators] involved in such events is cognisant of the effects that their involvement can potentially have, that we can begin to see changes for those whose housing rights are most negatively affected.”).

227. See, e.g., Markin, *supra* note 13, at 599–600; *International Cooperation*, *supra* note 54, at 719.

228. See *Host City Contract*, *supra* note 20, § 50.

lution.²²⁹ This solution would ensure assistance is available to displaced persons without creating administrative delays or imposing an insurmountable financial barrier for potential host cities in developing nations.²³⁰

Under the Universal Declaration of Human Rights, the Movement is bound as an “organ of society” to “strive by teaching and education to promote respect for these rights and freedoms and by progressive measures, national and international, to secure their universal and effective recognition and observance.”²³¹ Thus, the IOC has the obligation to inform²³² prospective host cities and their national governments about the requirements they must fulfill to protect individual rights to adequate housing and to enforce the protection of these rights, at least within its contractual authority over the host city, OCOG, and NOC.²³³ By doing so, the Olympics will more effectively fulfill its mission, as stated by IOC President, Jacques Rogge, to “make[] all of us equal, bring[] us together, and place[] each of us firmly in the world. Not apart from it.”²³⁴

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229. See Olympic Charter, *supra* note 3, r. 59, at 104; SPORTS LAW SUPP., *supra* note 51, § 21:6; see also KAUFMANN-KOHLER, *supra* note 51, at 105–11, 117–32.

230. See Smirnov, *supra* note 110, at 249; Okano, *supra* note 110, at 249. See generally Markin, *supra* note 13, at 599. Cf. Faure & Lefevre, *supra* note 54.

231. UDHR, *supra* note 26, pmbl.; FAIR PLAY FOR HOUSING RIGHTS, *supra* note 25, at 59 & n.272.

232. Even if an individual nation has not adopted the right to adequate housing in its domestic policy, the IOC, as an authoritative international organization, can draw attention to, and assert the priority of, this human rights norm as a standard of international law. See Wessel & Wouters, *supra* note 36, at 268. International norms do not always reach States’ domestic legal order directly; they may do so through international bodies.

While treaties and custom remain the primary sources of international law, we have seen above that decisions of international organizations are playing an ever larger part in the development of international law. As national governments have become increasingly dependent on international institutions, a large part of national policy is influenced by and dependent on international decisions.

Id. at 278.

233. The IOC can only enforce housing rights protections through private contractual agreements. However, if the IOC, as the leader of the Movement and a U.N. partner, chooses to revise its governing documents then it will help elevate the legitimacy of the right to adequate housing on the world stage. See *id.* at 262–91 (arguing that decisions and regulations by international organizations can have significant effects on shaping international law); see also FAIR PLAY FOR HOUSING RIGHTS, *supra* note 25, at 59.

234. Advancing the Games, *supra* note 1, at 10.

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