

# The National Housing and Domestic Abuse Policy and Practice Group Written Evidence to the Department of Levelling up, Housing and Communities (DLUHC) consultation on the impact of joint tenancies on victims of domestic abuse

May 2022

## About our National Group

In November 2017 the first [National Housing and Domestic Abuse Policy and Practice Group](#) was convened, led by the Domestic Abuse Housing Alliance (DAHA). This was the first-time representatives from major Homelessness, Housing and Domestic Abuse organisations formally met to discuss how to work together nationally to tackle domestic abuse and better connect these policy areas. The main aims of this group are to ensure that:

- The experience of survivors of domestic abuse is more prominent in the housing sector and helps shape improved and enhanced service delivery.
- Women and children can access secure housing and good quality services when experiencing domestic abuse; and
- Co-ordination exists between the housing and Violence Against Women and Girls (VAWG) sectors with regards to domestic abuse.

The group seeks to find consensus, share best practice, and influence policy and practice on domestic abuse and housing in England and devolved authorities. We recognise that those who have experienced domestic abuse or violence and other forms of abuse, have insight and knowledge that service providers can learn from to improve joined up multiagency working. It is for this reason that we aim to ensure survivors' perspectives are embedded in the effective planning, delivery, and monitoring of partnership initiatives.

The group has representatives from the domestic abuse, LGBT+, housing and homelessness sectors. It includes:

- Against Violence & Abuse (AVA)
- Agenda
- Birmingham & Solihull Women's Aid
- Chartered Institute of Housing (CIH)
- Crisis
- Domestic Abuse Commissioner for England
- Domestic Abuse Housing Alliance (DAHA)
- The DRIVE Partnership
- Galop
- Gentoo Housing Association
- Homes England
- Homeless Link
- Imkaan
- National Housing Federation (NHF)
- National Federation of ALMO's
- Peabody Housing Association
- Refuge
- Resolve ASB
- Respect
- SafeLives
- Shelter
- Standing Together Against Domestic Abuse
- St Mungo's
- Surviving Economic Abuse (SEA)
- Women's Aid Federation of England (Women's Aid)

**A note on language:** throughout the consultation response we use the word survivor to refer to individuals who are currently or in the past experienced domestic abuse. We use the word perpetrator to refer to individuals who use abusive behaviours.

## Introduction

The National Group welcomes the opportunity to submit evidence to the Department for Levelling Up, Housing and Communities (DLUHC) on this important consultation regarding the impact of joint tenancies on victims of domestic abuse. Domestic abuse is by its very nature a human rights issue, directly impacting on a survivor's right to a life free of violence and abuse and the right to a safe and stable home<sup>1</sup>. Perpetrators create a context of fear and curtailed freedom usually within the home, a place where women and children should feel safe<sup>2</sup>, and is tragically, where a victim of domestic abuse is most likely to be killed by their abuser<sup>3</sup>. Although each survivor's experience is different, housing is the primary barrier for women attempting to leave abuse<sup>4</sup>. In a recent Women's Aid survey, 70% of women said their housing situation and concerns about future housing, including fears of homelessness or lack of safe housing, prevented them from leaving an abuser<sup>5</sup>, which forces survivors, including children, to remain in dangerous, traumatic, and life-threatening circumstances with the perpetrator.

All survivors' safety and housing needs are different, with some survivors requiring access to lifesaving refuges to become safe from their abuser, while others need to stay safely within their own home, to maintain employment, access their children's school, family, and support networks, and maintain stable housing. Because of these differences in need, survivors require a range of housing and support options that enable them to have the viable choice to remain within their accommodation, if it is safe and their choice to do so, or to access alternative safe accommodation. For this reason, our National Group worked together to develop the Whole Housing Approach<sup>6</sup> to domestic abuse, which is a local approach that brings housing and specialist domestic abuse services together to provide a range of safety and support options for survivors in any tenure type or housing circumstance to address their housing and safety needs. We have seen a substantial increase in local authorities taking on a Whole Housing Approach in response to their new Part 4 duties under the Domestic Abuse Act 2021 (DA Act).

However, as set out within this consultation, for survivors who wish to remain safely within their own home, yet share a joint tenancy with their perpetrator, they are often dependent on perpetrators to voluntarily remove themselves from the joint tenancy, and if unable to achieve this, they face significant legal barriers which often leaves survivors homeless and carrying the economic, practical, and emotional burden of starting again<sup>7</sup>. Without significant legal changes which empower survivors to maintain their tenancy and their home, the Government cannot achieve its ambitions set out in the Tackling Domestic Abuse Plan, of *"bringing victims and survivors more security if the right option for them is remaining in their own home"*<sup>8</sup>.

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<sup>1</sup> Equality & Human Rights Commission, Human Rights Act 1998, Article 2 Right to Life, Article 8 Respect for your private and family life, home, and correspondence. <https://www.equalityhumanrights.com/en/human-rights/human-rights-act>

<sup>2</sup> Women's Aid. (2020) The Domestic Abuse Report 2020: The Hidden Housing Crisis. Bristol: Women's Aid.

<sup>3</sup> ONS (2016) Compendium – Homicide (average taken over 10 years). Retrieved from <https://www.ons.gov.uk/peoplepopulationandcommunity/crimeandjustice/compendium/focusonviolentcrimeandsexualoffences/yearendingmarch2015/chapter2homicide>. Ingala Smith, K. and Women's Aid (2017) The Femicide Census Report 2016. Ret

<sup>4</sup> DAHA (2021) Facts and Statistics. Available online.

<sup>5</sup> Women's Aid. (2020) The Domestic Abuse Report 2020: The Hidden Housing Crisis. Bristol: Women's Aid.

<sup>6</sup> DAHA website, What is a Whole Housing Approach to domestic abuse? <https://www.dahalliance.org.uk/what-we-do/whole-housing-approach/what-is-the-whole-housing-approach/>

<sup>7</sup> Walker, S-J. and Hester, M. for the Domestic Abuse Housing Alliance. (2019) Policy Evidence Summary 4: Justice, housing and domestic abuse, the experiences of homeowners and private renters. Available [online](#)

<sup>8</sup> [Tackling Domestic Abuse Plan – CP 639 \(publishing.service.gov.uk\)](#)

In response to the significant legal barriers faced by survivors and housing providers in cases of joint tenancies, our National Group, led by DAHA and Women's Aid Federation for England (Women's Aid) have campaigned since 2019 to improve the legal options available to survivors who share joint tenancies with the perpetrator, including the simplified legal mechanism developed by family and housing law experts Jenny Beck, Giles Peaker, and Justin Bates, in consultation with Women's Aid and DAHA, which would allow a survivor to apply directly to the county court-independent of their landlord-to remove a perpetrator from a secured or assured social tenancy.

Our proposed legal solution was originally set out in our response to DLUHC's consultation, 'A new deal for renting' in 2019,<sup>9</sup> and during the bill stages of the DA Act, there was a cross-party effort from across the housing and domestic abuse sector to address these issues and increase access to justice for survivors in joint tenancies, including a proposed amendment for the inclusion of this legal remedy within the DA Act.<sup>10</sup>

Crucially, this proposed legal remedy supports the Government's ambitions to enable survivors to remain within their own home, as set out in the Tackling Domestic Abuse Plan, of *"bringing victims and survivors more security if the right option for them is remaining in their own home"*<sup>11</sup>. It also builds on the welcomed changes brought in by the Domestic Abuse Act 2021 (DA Act), including the new Domestic Abuse Protection Notices and Orders, so that once a perpetrator is temporarily removed from the property, our proposed legal mechanism could quickly, effectively, and permanently remove the perpetrator from the tenancy and allow a survivor to remain within their home long term, including maintaining their secure tenancy status.

Although the amendment was not included within the DA Act, we welcomed the Government's commitment to hold a consultation on this important issue. We are confident that our proposed legal remedy addresses the considerations set out by the Government, including the human rights of both the victim and perpetrator, the rights of other joint tenants, the rights of the landlord, and the affordability of the tenancy going forward once the perpetrator is removed. We continue to advise that this proposed legal mechanism, which empowers survivors to independently remove a perpetrator from a joint tenancy, is the most effective remedy for enabling a survivor to safely remain within her home if it is safe and indeed her choice to do so. We also advise that this legal solution has the best probability of being successfully applied in the private rented sector in the future as it is not dependent on the legal action of the housing provider. We are encouraged by similar changes under Part 2, Section 22 of the Domestic Abuse (Scotland) Act 2021<sup>12</sup>, which introduced a similar legal mechanism which *"enables the social landlord to apply to the court to end the tenancy of the perpetrator with the view of transferring the tenancy to the victim of domestic abuse or ending the perpetrator's interest in the tenancy where the perpetrator and victim are joint tenants"*<sup>13</sup>.

## Our work to consult with a wide range of partners

Survivors, specialist domestic abuse services, privately registered social housing providers, local authorities and legal professionals all provide vital insights into the impact of joint tenancies on

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<sup>9</sup> National Group response to MHCLG's New Deal for renting (2019), <https://www.dahalliance.org.uk/resources/our-national-group-responses/>

<sup>10</sup> Domestic Abuse Bill Written evidence to the Public Bill Committee from the National Housing and Domestic Abuse Policy & Practice Group June 2020. Available at: [media\\_10764\\_domestic-abuse-bill-joint-committee-housing-final.pdf](https://www.dahalliance.org.uk/media/10764_domestic-abuse-bill-joint-committee-housing-final.pdf) ([weareagenda.org](https://www.dahalliance.org.uk))

<sup>11</sup> [Tackling Domestic Abuse Plan – CP 639](https://www.dahalliance.org.uk/media/10764_domestic-abuse-bill-joint-committee-housing-final.pdf) ([publishing.service.gov.uk](https://www.dahalliance.org.uk))

<sup>12</sup> <https://www.legislation.gov.uk/asp/2021/16/section/22#section-22-3-c>

<sup>13</sup> [https://www.bto.co.uk/blog/the-domestic-abuse-\(protection\)-\(scotland\)-act-2021-and-social-housing-how-can-rsls-prepare.aspx?ids=6692,6635,6613,6604,6591,6572,6549,6525,6520,6468,6463,6461,6457,6376,6307,6219,6208,6074,6014,5578,4933,4833,4799,4791,4762,4759,4717,4614,4118,4115](https://www.bto.co.uk/blog/the-domestic-abuse-(protection)-(scotland)-act-2021-and-social-housing-how-can-rsls-prepare.aspx?ids=6692,6635,6613,6604,6591,6572,6549,6525,6520,6468,6463,6461,6457,6376,6307,6219,6208,6074,6014,5578,4933,4833,4799,4791,4762,4759,4717,4614,4118,4115)

survivors of domestic abuse, and we have ensured our consultation response not only reflects the members of our National Group, but also the additional partners we have consulted with over the past year.

In preparation for the proposed amendment on joint tenancies during the bill stages of the DA Act, we worked in consultation with housing, domestic abuse, and legal partners, including organising several roundtable discussions with partners such as the Chartered Institute for Housing, National Housing Federation, Shelter, Centre for Women's Justice, the Domestic Abuse Commissioner for England and Wales, Rights of Women's FLOWS forum, and with dozens of privately registered housing providers and local authority housing providers, all of whom shared our concerns around this important issue of joint tenancies and its impact on survivors' safety and housing security.

As a part of the consultation response, we have continued to consult with our partners across the domestic abuse and housing sector, including the following:

- Women's Aid carried out two focus group sessions with member services throughout March 2022 to gather insights and evidence from front-line specialist domestic abuse practitioners. They consulted a total of 23 specialist domestic abuse services, which are based in the following areas: Yorkshire; Birmingham; Staffordshire; Essex; Brighton; Kent; Luton; Greater London; Middlesbrough and Coventry. The findings from these sessions have been reflected in our below response.
- DAHA regularly consults and communicates with our 400+ regional group members both on policy and practice issues across the housing and domestic abuse sectors. Over the course of March 2022, we held 4 focus group sessions with 55 of our regional group members, which included a combination of local authorities, privately registered social housing providers and specialist domestic abuse services across all regionals of England.
- DAHA also provided an opportunity for regional group members unable to participate in the focus group sessions to share their views in response to our survey. We received a total of 35 responses from housing providers, 54% privately registered social housing providers, 31% local authorities, 3% ALMOs, and 12% other types of housing organisations.

## **Our consultation response**

### **Q1: Please could you select the following option that applies to you**

- Professionals in the domestic abuse sector
- Professionals in the housing sector

### **Q16: Do perpetrators of domestic abuse use the threat of terminating a joint tenancy as a form of abuse?**

Often

#### **If they do, please provide additional information to support your answer**

Yes, perpetrators often use the threat of terminating, and even terminate, a joint tenancy as a form of abuse, however, this is only one of the many ways that perpetrators have successfully and creatively used a joint tenancy shared with a survivor as a form of abuse. Below we outline the various ways we have been made aware of perpetrators using joint tenancies shared with a survivor as a form of abuse.

## **Perpetrators adding themselves as a joint tenant as a form of abuse**

Through DAHA's focus group sessions with local authority housing providers and privately registered social housing providers, partners shared their experience of perpetrators adding themselves as tenants to a survivor's sole tenancy as a form of abuse. They shared their concerns that there is a clear imbalance in how easily a perpetrator can add themselves to a sole tenancy in a survivor's name, versus the difficulties that survivors face in then removing the perpetrator from that tenancy to become safe.

Housing providers shared concerns that perpetrators have, and can, manipulate and coerce survivors with sole tenancies to add them to the tenancy agreement. Once the perpetrator has gained joint tenant status, it is then far more difficult for the housing provider or other partner agencies, to take action to remove the perpetrator from the property or the tenancy and support the survivor to put protective measures in place, such as changing the locks.

In one Domestic Homicide Review Case shared by a DAHA focus group participant from Sandwell Borough Council, the victim had been coerced by the perpetrator into adding him to her sole social tenancy, leading the perpetrator into a position to use the joint tenancy as a form of economic abuse and coercive control. Recommendations from the DHR included, *"Improved housing policies and procedures to provide better support to tenants experiencing domestic abuse – this includes improvements to make sure a tenant is not being coerced when housing receives a request to convert a sole tenancy to a joint tenancy."*<sup>14</sup>

While the recommendations resulting from Sandwell's DHR are welcomed, currently there is no requirement that housing providers take any precautions to safeguard against situations where individuals may be coerced or manipulated into adding a partner or family member to their sole tenancy, and as a result there are significant disparities in safeguarding approaches. Housing providers who have a high level of awareness and knowledge around domestic abuse, such as those who have gone through the process of DAHA accreditation, may be more attuned to these issues and have preventative measures in place, and implement a range of responses to safeguard against perpetrators adding themselves as a joint tenant.

Some housing providers shared that they take a 'zero tolerance approach', by not allowing any new tenants to be added to an existing sole tenancy, while other housing providers have put checks in place which includes methods such as; requiring tenants to wait 12 months before adding a new tenant; interviewing the existing tenant in private and assessing whether there has been any coercion or manipulation; or doing checks on the prospective tenant, including whether they are a known perpetrator of domestic abuse or had previous tenancy issues. However, housing providers who take these additional steps to safeguarding survivors are in the minority, with many housing providers having little awareness or knowledge around domestic abuse and do not have measures in place to safeguard against perpetrators adding themselves to the tenancy.

## **Perpetrators using a joint tenancy as a form of ongoing economic abuse and coercive control**

Where the perpetrator has successfully become a joint tenant, they can use this position as a form of abuse that goes beyond, and often starts before, the threat to terminate the tenancy shared with the survivor. Research into the impact of perpetrators abuse on survivors' housing, shows clear links between anti-social behaviour, rent arrears, damage, and domestic abuse, where perpetrators use these behaviours as a form of abuse to not only threaten, scare and isolate survivors, but as joint

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<sup>14</sup> Sandwell Metropolitan Borough Council, Domestic Homicide Review into the death of Eve. Published June 2019. [https://www.sandwell.gov.uk/info/200324/domestic\\_abuse/4326/domestic\\_homicide\\_review\\_-\\_published\\_11\\_june\\_2019](https://www.sandwell.gov.uk/info/200324/domestic_abuse/4326/domestic_homicide_review_-_published_11_june_2019)

tenants with joint and several liability for arrears, damage and anti-social behaviour (ASB), the perpetrator's actions also threaten survivors' housing and financial security, causing debt, eviction and ultimately homelessness for many survivors. These forms of economic abuse and coercive and controlling behaviour may not only lead to an end of their current tenancy, but also compromise a survivor's ability to secure future housing due to debt, financial insecurity, and damaged/strained credibility with landlords.

In a survey conducted by DAHA for social housing providers, 82% of respondents answered 'yes' when asked whether they were aware of perpetrators using a joint tenancy with a survivor as a form of abuse. One respondent wrote in response:

*"I have had situations where victims have had to leave the home because the perpetrator would not. In one case, the victim worked and so was not entitled to legal aid and could not afford to pay for a civil order. She could not go into refuge as she would have had to pay for this herself and couldn't afford it. In the meantime, the perpetrator was living in the home but refused to pay any of the bills or rent whilst he was there. The victim had set up a direct debit to pay for half the rent, despite not living there. In the end, the property was building up so much arrears that she had to terminate it and essentially make herself homeless. She did not want to leave this home and the perpetrator in the end had to move anyway as he could not afford to stay there (it was a three bedroom home)."*

There is a vast disparity between how different housing providers identify and link these issues to domestic abuse, the support they offer to survivors, and how they can hold perpetrators to account, particularly in the context of a joint tenancy where the survivor and perpetrator share joint and several liability. Where housing providers have domestic abuse policies and procedures in place and staff who are trained to identify domestic abuse, they can offer some support, such as support with arrears, debt forgiveness and covering the cost of repairs, however this is still at the discretion of the landlords, and some housing providers shared that by the point they are aware of the abuse and the need to address these issues, it can often be too late, with evictions (or other) legal proceedings under way. Again, the housing providers who can make the links between these issues and domestic abuse and take action to hold the perpetrators to account and support the survivors to minimise the impact of the abuse, are few and far between, as it requires a level of knowledge, awareness, and motivation that the vast majority of housing providers do not have.

### **Perpetrators terminating, and threatening to terminate, a joint tenancy as a form of abuse**

In addition to these forms of abuse, our partners were clear that perpetrators also use the threat of terminating the joint tenancy with the survivor as a form of abuse. For example, we are aware of perpetrators using Notice to Quit to terminate the tenancy without the survivor's consent or knowledge, then leaving, and the survivor is left not only homeless, but also burdened with the liability for and the legacy of arrears, damage, and anti-social behaviour (ASB), which will make it exceedingly difficult for her to access alternative housing. Landlords currently have no choice but to accept a notice to quit, provided it is valid.

Several housing providers also shared cases where the perpetrator and survivor had been separated for several years with the perpetrator no longer living in the joint property, however the perpetrator had refused to remove his name from the tenancy agreement. The perpetrator used this as an opportunity to continue post-separation abuse, by threatening to reclaim his right to live in and access the victim's home, and threats to end the tenancy without her consent. As set out in our response to the questions below, it then becomes legally difficult and complex for either the housing

provider or the survivor to then remove the perpetrator from the joint tenancy, often requiring the survivor to become homeless in the process.

**Our recommendations:**

1. Housing providers need to be better equipped, supported and advised to identify and support survivors who share a joint tenancy with their abuser, and to offer practical support to reduce the impact of the abuse on the survivor's safety and housing security. To achieve this, DLUHC should advise that housing providers not only have clear domestic abuse policies and procedures in place on how they will respond to domestic abuse and its impact (as specified within the Social Housing White Paper) but should also advise that housing providers equip their staff with the professional skills, through training and professional development, to effectively identify and safely respond to both victims and perpetrators of domestic abuse.

This training should be required for all housing staff, across all housing teams, who may deal with a survivor or perpetrator's housing needs, including for example, teams responsible for allocations and income. This should be in line with DLUHC's current guidance on tier one local authorities' new duty under Part 4 of the Domestic Abuse Act to provide support within safe accommodation, which advises that all local authorities and housing providers seek DAHA accreditation. The standards set out through DAHA accreditation ensures that a housing provider can give a safe and robust response to domestic abuse which equips all staff with any contact with survivors and/or perpetrators, to identify and respond effectively to domestic abuse before it reaches a 'crisis point' when a survivor is at a significant risk of harm and homelessness.

2. DLUHC should advise and guide housing providers to have robust procedures in place to safeguard against perpetrators adding themselves as a joint tenant as a form of abuse against victims of domestic abuse and other potentially vulnerable tenants. We do not advise that housing providers should take a 'zero tolerance approach' to adding tenants to an existing sole tenancy and should instead be led by the expressed wishes and needs of survivors on an individual basis.
3. It is important to contextualise that guidance and support for housing providers to improve their response to tenants experiencing and perpetrating domestic abuse will not solve the significant legal barriers that survivors face when attempting to remain within their homes and remove a perpetrator from a tenancy. To address this, significant steps need to be taken to simplify the legal options available to survivors, as set out in our response to the questions below.

**Q17: Please provide your views on how effective the current means available to landlords to support victims in joint tenancies, as set out above, are.**

**The consultation states that *"local authorities have powers to take action against any tenants who are perpetrators of domestic abuse, including where they are joint tenancies with their victims. For instance, they have the power to seek to evict the perpetrator under ground 2A of Schedule 2 of the Housing Act 1985"*.**

We are clear that this is not an effective legal mechanism that supports survivors to remain safely within their home as it is in fact dependent on the survivor becoming homeless and permanently

leaving their home. Therefore, it should not be considered a viable solution for survivors who share a joint tenancy with their perpetrator and want the option to remain safely within their home.

Through DAHA focus groups and survey response, local authority housing providers and privately registered social housing providers have been clear that this is a legal power that is not useful, and rarely used in practice, because it does not offer any safety or housing security to the survivor, and is legally difficult to achieve in practice, particularly without the survivor's support. Ground 2A of the Housing Act (HA) 1985 can only be used in circumstances where the survivor has already fled the property, with no intention of returning, which meaning that it does not support the survivor to remain within her home and avoid homelessness, and in fact, is entirely dependent on these circumstances. Even in cases where housing providers have attempted to evict a perpetrator based on ground 2A, the evidential threshold is burdensomely high and can often be dependent on the survivor providing supporting evidence, which they have not been able to achieve.

Housing providers stated that survivors do not wish to put their safety and emotional wellbeing at risk to support the housing providers attempt to evict the perpetrator if they themselves have already been made homeless and moved onto alternative accommodation and would not benefit from these legal actions. Where housing providers have attempted to remove a perpetrator based on ground 2A, they have shared that it can take many months and even years to bring the case to court, and once they have, judges are often reluctant or unwilling to grant possession to the local authority. None of the housing providers we consulted with through our focus groups and surveys were able to share any successful cases of perpetrators being evicted under Ground 2A.

**The consultation further states that *"the current statutory guidance advises that "authorities may wish to consider evicting the perpetrator and allowing the victim to remain in their home with a new tenancy agreement."***

Both housing providers and specialist domestic abuse services raised significant concerns that this currently recommended approach to evicting the perpetrator does not work in cases of joint tenancies, as any action taken by the housing provider to gain possession of the property will impact all tenants who will all be evicted if the housing provider successfully gains possession, including the survivor and children. This means that the survivor (and children) will be evicted, will become homeless, and may lose their secure tenancy status due to these actions, even if it is the intention of the housing provider to provide the survivor with a new tenancy in the same or a different property.

As there is currently no ground in housing legislation that gives the social landlord the ability to gain possession in cases of domestic abuse where the survivor intends to return to the home, this leaves housing providers with the very limited and restricted options of creatively using other grounds for possession, such as ground 2 (for secure tenancies under Housing Act 1985) or ground 14 (for assured tenancies under HA 1988), which are both discretionary grounds based on breach of Part 1 ASB Act Injunctions. The injunction itself does not give a ground for possession unless it is breached, and was not designed to protect or support survivors, or enable them to safely remain within their own home.

Housing providers shared concerns that these grounds also require them to meet high evidential requirements to prove it meets the conditions for possession, which in turn, places a high burden on survivors to evidence their experiences of domestic abuse, which can include convictions of serious offences, proof of previous orders being breached, criminal reports and charges, evidence from neighbours, cases being heard at MARAC, reported to other professionals, or evidence of physical abuse. Because of these high burdens of proof, alongside using grounds that are not designed to respond to domestic abuse, many housing providers shared they do not feel they can take the

financial risk of seeking possession under these grounds, and many survivors fear that they cannot risk their safety, wellbeing, and security to support this uncertain process either. As one front line domestic abuse practitioner stated during Women's Aid's focus group in March 2022:

*"Getting enough evidence to remove the perpetrator is almost impossible and often survivors are too scared to report to the police, so they are left in a situation where they are invalidated, feeling disbelieved and having to go through the housing system again."*

Even where the housing provider is willing to take this risk, housing providers also shared that it could take between 12-18 months to prepare and to have the case heard in court, which long surpasses the window of opportunity offered through a temporary Occupation Order. In some cases where the survivor may have been placed in interim or temporary accommodation during the legal process, this can leave survivors, including children, in unsafe, unstable accommodation for a long period of time, while the perpetrator remains in the family home, which in turn can increase their risk of further harm, while the perpetrator remains in the family home.

Housing providers further shared that where these cases eventually do go to court, they have low success rates due to a balance of harm test that often favours the perpetrator, and judges who are reluctant to take actions that would make the perpetrator homeless. Because of all these barriers, most housing providers we have spoken to via our focus groups and survey shared that they do not use these grounds to remove a perpetrator, and all housing providers shared that they did not believe these were workable solutions as they do not provide any guarantee that they could successfully gain possession under these grounds. It is important to note that no housing provider was able to share an example of successfully using housing legislation to remove a perpetrator from a tenancy so that a survivor could safely remain in their home and maintain their tenancy.

**The Government further states within the consultation *"In addition, where one joint tenant (e.g. the victim)) has served valid notice to quit, and the landlord is made aware that there has been domestic abuse, the landlord has the option of a. allowing the victim joint tenant to remain in/return to the property under the new tenancy agreement; or b. securing possession of the property and offering the victim joint tenant suitable alternative accommodation. "***

All the experts we have consulted with, particularly housing providers, have raised additional concerns with these suggested solutions. Firstly, most tenants, and in particular vulnerable tenants, are not often aware of their rights and their options to potentially give notice to quit without the consent of their other joint tenants. Survivors of domestic abuse are additionally trying to survive in dangerous and uncertain circumstances, experiencing various forms of ongoing trauma, and may be fearful of the repercussions of serving a notice to quit, particularly if they are unable to access adequate safety measures and support while the perpetrator remains in the property. There will inevitably be additional barriers for marginalised survivors, particularly older survivors, survivors with disabilities, and those for whom English is not their first language, who may find it even more difficult to access information and advice regarding their housing rights and options. In addition to these barriers, black and ethnically minoritized survivors will also experience multiple forms of racial discrimination and may fear seeking professional support.

Housing providers shared concerns that as the landlord they are not able to advise either tenant to end their tenancy, particularly, advising one tenant to give notice to quit without the consent or knowledge of the other tenant. Not only do they need to consider the risk implications for the survivor, but also the implications for them as a landlord who must be seen as fair and impartial in their treatment of all tenants, and not seen to advise tenants to (intentionally) place themselves or

others at risk of homelessness. Some housing providers, who are progressing towards DAHA accreditation, have taken additional steps to work around these limitations, such as working with their legal teams to carefully advise the survivor to access legal advice on their legal rights to end the tenancy, however this must be done carefully, with legal support. However, the reality is that the vast majority of housing providers will not have the domestic abuse expertise, knowledge, or consideration to take these additional steps to support victims/survivors.

Housing providers also shared their fear that perpetrators of domestic abuse may present as victims and make counter allegations, and therefore could receive similar advice that would empower them to end the tenancy without the survivor's consent or knowledge and place the survivor at risk of homelessness. Where the perpetrator has successfully manipulated housing and other professionals to believe he is the survivor, it can make it far more difficult for the survivor to then seek support from the housing provider, and 'prove' that she is the primary victim. In these situations where she is not believed to be the victim, she could then be treated as intentionally homeless, and the local authority may not accept a duty to her.

Even in cases where the survivor has given notice to quit with the intention of remaining in the property, this is still often dependent on her first seeking an Occupation Order (to be replaced by Domestic Abuse Protection Orders) to remove the perpetrator from the property in the first instance. The process of seeking these temporary orders comes with their own difficulties and barriers (as outlined in response to questions below), including no guarantee of a positive outcome. If the perpetrator has not already been excluded from the property, it is a long, complex, and drawn-out legal process to remove the perpetrator from the property once notice is given. During this lengthy process, survivors, including children, are still made homeless and must access interim accommodation to be safe. Even where the perpetrator is successfully removed from the property, there is no guarantee that the survivor will be able to remain in the same home, and often is placed in interim accommodation for an extended period until appropriate permanent housing is secured elsewhere.

Due to these myriads of barriers, this approach does not achieve the Government's ambition set out in the Tackling Domestic Abuse Plan of bringing "*victims and survivors more security if the right route for them is remaining in their own home*" as it is still dependent on the survivor becoming homeless and starting again. It also does not achieve the outcome of placing the burden of responsibility on the housing provider to remove the perpetrator, as it is still dependent on the survivor to take significant steps including; giving notice to quit, often dependent on her seeking a temporary civil order, dependent on her seeking alternative interim accommodation, and there is still no guarantee of a successful outcome, and which may still increase her risk of harm from the perpetrator.

Additionally, all these actions are highly dependent on a housing provider having the skills, resources, knowledge, and motivation to support tenants experiencing domestic abuse, as there is no legal obligation for the housing provider to take these actions and they often feel they must '*work around*' their duties to both tenants. While some housing providers, particularly those who have successfully achieved DAHA accreditation, have gone above and beyond their statutory requirements or guidance to support tenants experiencing domestic abuse, most housing providers do not possess the skills, tools, knowledge, or willingness to do so, particularly when dealing with the complexities of joint tenancies and domestic abuse. Therefore, to depend on the housing provider to take these significant legal and practical actions to creatively use the housing options available which are not designed to support tenants experiencing domestic abuse, would leave all survivors dependent on a postcode lottery of who their housing provider is and the steps they are willing and able to take. Even the most willing and able housing providers who shared with us their knowledge and experience, did not feel

that this was a safe, robust, or successful approach to supporting survivors on joint tenancies with their abusers.

### **Our recommendations**

1. Ground 2A of the HA 1985 should not be recommended/considered by the Government as a solution to survivor safety and housing security, and where it is used to evict perpetrators after a survivor has been made homeless, the evidential requirements should not be dependent on survivor/victim support or participation. Requiring a survivor to provide supporting evidence in these cases compromises her safety and wellbeing and does not benefit her, therefore, should not be necessary to remove a perpetrator under Ground 2A of HA 1985.
2. All other current grounds for possession related to Anti-Social Behaviour (BAS) such as ground 2 of the HA 1985 (for secured tenancies) or ground 14 of the HA 1988 (for assured tenancies), which a housing provider may attempt to use to evict a perpetrator, were not designed to support survivors of domestic abuse or hold perpetrators of harm to account, and therefore are dependent on housing providers creatively using this legislation in cases of domestic abuse. As these grounds often place a high evidential burden on the survivor, often requires her to also become homeless, have extremely low success rates, with few housing providers even using these grounds, we do not recommend using these current grounds as a viable option for the removal of a perpetrator from the joint tenancy.
3. The responsibility of giving notice to quit, becoming homeless, and then seeking a new tenancy often in another location does not achieve the Government's ambition to support survivors to stay safely within their own home, it places an undue burden on survivors to become homeless, which additionally impacts on children as victims of domestic abuse who are forced to become homeless, and does not guarantee that they will achieve safety or housing security, and therefore, should not be recommended as a viable approach to supporting survivors on joint tenancies with their abusers.
4. Instead, survivors should be able to use legal grounds specifically designed for the removal of perpetrators of domestic abuse from an ongoing tenancy so that survivors can safely remain within the family home and maintain their tenancy. These legal remedies should build on the opportunity offered to remove the perpetrator temporarily from the home offered through an Occupation Order, and eventually, a Domestic Abuse Protection Order, however, much needs to be done to make these temporary legal measures accessible and safe means to remove the perpetrator from the property as outlined in response to questions regarding temporary injunctions. We have worked with housing and family law experts Jenny Beck, Giles Peaker, and Justin Bates to design a proposed legal mechanism for survivors to utilise independent of their landlord, which we sent out in more detail within the question 21 below.
5. Housing providers need to be better equipped, supported and advised to identify and support survivors who share a joint tenancy with their abuser, and to offer practical support to reduce the impact of the abuse on the survivor's safety and housing security long before the point of 'crisis' when they may be at risk of significant harm or homelessness. To achieve this, DLUHC should advise that housing providers have clear domestic abuse policies and procedures in

place on how they will respond to domestic abuse and its impact (as specified within the Social Housing White Paper) as well as advising that housing providers equip their staff with the professional skills, through training and professional development offered by specialist domestic abuse services, to effectively identify and safely respond to both survivors and perpetrators of domestic abuse. This training should be required for all housing staff, across all housing teams, who may deal with a survivor or perpetrator's housing needs, including for example, teams responsible for allocations and income. This should be in line with the DLUHC current guidance on tier one local authorities' new duty under Part 4 of the Domestic Abuse Act to provide support within safe accommodation, which advises that all local authorities and housing providers to seek DAHA accreditation.

**Q19: Please provide your views on how successfully the law on joint tenancies functions to enable victims to transfer such tenancies into their own name. Please provide reasons.**

The legal options available to survivors via the Matrimonial Causes Act (MCA), Family Law Act (FLA), and the Children Act (CA), to have perpetrators permanently removed from a joint tenancy are all expensive, burdensome to the survivor, lengthy, and were not designed for the purpose of enabling survivors of domestic abuse to achieve a transfer of tenancy and does not guarantee this as an outcome.

For survivors who need an immediate housing solution to ensure they can maintain their accommodation, seeking to have the perpetrator removed from the tenancy via these legal routes is neither timely nor straightforward, and may require them to apply for a divorce and a financial remedy order to transfer the tenancy via the MCA. Alternatively, those with children can bring an application under Section 1 of the Children Act based on providing a home for the child under a certain age. A transfer of tenancy via these legal pathways may take up to two years, which would conclude long after the protection granted via Occupation Order or Non-Molestation Order, meaning the perpetrator could reclaim their rights to the home or end the tenancy without the survivor's consent or knowledge. In cases where the survivor must access alternative interim accommodation during this period, this can leave the survivor homeless for up to two years, with no guarantee that a transfer of tenancy will be granted at the end of these lengthy proceedings.

Additionally, the decision regarding how to use these legal pathways requires the expert advice of a family lawyer, which on average costs the survivor between £10,000 to £20,000 dependent on the survivor's access to legal aid. As the recent report *Denied Justice* by Surviving Economic Abuse and other research shows, many survivors are unable to satisfy the legal aid means test despite being unable to afford legal representation, leading to many survivors choosing not to proceed with protective order applications or having to represent themselves against the perpetrator.<sup>15,16,17,18</sup>

If they can access legal aid, there are still significant costs to the public purse in contested proceedings of around £5,000 or higher. Throughout this long, costly, and uncertain process, the survivor is also forced to repeatedly face the perpetrator in court. Due to the myriad of complex legal and economic barriers faced by survivors who share joint tenancies with perpetrators, many find

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<sup>15</sup> Speed, Anna, Richardson, Kayleigh, Northumbria University (2022), 'Should I Stay or Should I Go Now? If I Go There will be Trouble and if I Stay it will be Double': An Examination into the Present and Future of Protective Orders Regulating the Family Home in England and Wales', *The Journal of Criminal Law*.

<sup>16</sup> Orr, S., [Denied justice: How the legal aid means test prevents victims of domestic abuse from accessing justice and rebuilding their lives](#), Surviving Economic Abuse, 2021.

<sup>17</sup> Walker, S-J. and Hester, M. for the Domestic Abuse Housing Alliance (2019), [Policy Evidence Summary 4: Justice, housing and domestic abuse, the experiences of homeowners and private renters](#).

<sup>18</sup> Marshall, E., and Rourke, D., 'Trapped capital' and financial eligibility for legal aid, Public Law Project, 2022.

these legal pathways are not viable solutions, and their only real option is to give up their tenancy, become homeless, and carry the practical, economic, and emotional burden of starting again<sup>19</sup>.

Through our engagement with survivors, domestic abuse specialist services, housing providers and legal professionals as a part of this consultation process, and our knowledge and experience as organisations within the National Housing and Domestic Abuse Policy and Practice Group, we have not yet been made aware of a successful transfer of tenancy using one of these legal routes. Whilst we acknowledge that there may be some cases that have successfully achieved a transfer of tenancy following these proceedings, it is still not an accessible, common, or recommended legal option for the vast majority of survivors of domestic abuse.

### **Our recommendation:**

To effectively achieve the Government's objective of giving survivors the agency and autonomy to choose whether to remain safely in their home, the legal pathways, and judicial processes for the transfer of a tenancy need to be further simplified and made more accessible. Women's Aid, Standing Together Against Domestic Abuse, and the Domestic Abuse Housing Alliance (DAHA) worked closely with legal experts, Giles Peaker, Justin Bates, and Jenny Beck during the progression of the Domestic Abuse Bill to develop a simplified legal mechanism for the transfer of a tenancy in the family court if a survivor of domestic abuse shares a joint secured or social tenancy with the perpetrator (as detailed in Annex 1).

Crucially, the proposed mechanism compliments the protection of DAPNs and DAPOs, by extending the survivor's right to remain in their own home to a long-term basis. This would be obtained through the introduction of a new general mechanism in the family court, through which survivors that share a joint secured or assured social tenancy with the perpetrator could apply for the transfer of tenancy. Crucially, this would work in tandem with the new provisions for DAPNs and DAPOs, which both survivors and professionals can apply for. Our proposed mechanism also simplifies the evidential and decision-making process for the transfer of a tenancy by incorporating a scale of presumption that the tenancy would be transferred, which would apply to both secure and assured tenancies in social housing.

Critically, the proposed mechanism ensures there is a balance of rights between the survivor and the perpetrator. While the order will remove the property rights of the perpetrator, it does so with the aim of promoting the safety, stability, and housing security of the survivor. Given the proposed standard for a transfer order to be made, there is a clear proportionality in depriving the perpetrator of Article 1 Protocol 1 rights in the European Convention on Human Rights. The mechanism ensures that Article 6 rights would be protected as the perpetrator could make representations on the application for an order. The order provides the perpetrator with the opportunity to rebut the presumption of a transfer of tenancy. Therefore, the mechanism effectively ensures the perpetrator's rights are not revoked, whilst placing the onus on them to satisfy the court that there are exceptional circumstances, and to ensure justice between the survivor and the perpetrator.

To truly use DAPNs and DAPOs to provide survivors with the opportunity to stay safe within their own homes over the long-term, a new general mechanism must be introduced through which survivors

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<sup>19</sup> Walker, S-J. and Hester, M. for the Domestic Abuse Housing Alliance (2019), [Policy Evidence Summary 4: Justice, housing and domestic abuse, the experiences of homeowners and private renters.](#)

could apply for the transfer of tenancy in the family court, if a survivor shares a joint secured or assured social tenancy with the perpetrator. For instance:

- If the perpetrator has been convicted of a domestic abuse related offence (for example, violence, harassment, coercive control) against the survivor, the court will order the transfer of tenancy.
- If a domestic abuse protection notice (DAPN) or a domestic abuse protection order (DAPO) has been made against the perpetrator, there will be a presumption that the tenancy should be transferred, which the perpetrator must rebut.
- Where the perpetrator is subject to an injunction or restraining order in relation to the survivor, there will be a presumption that the tenancy should be transferred, which the perpetrator must rebut.
- Where the court is satisfied on the evidence that the perpetrator has carried out domestic abuse, there will be a presumption that the tenancy should be transferred, which the perpetrator must rebut. We call for this evidence requirement threshold to be based on that required for legal aid.

This means that, where any of these presumptions apply, the court will be compelled to grant the order unless the respondent (the perpetrator) can satisfy the court that there are exceptional circumstances which should cause the order to be refused. The order will also incorporate a threshold test, which will mean that the court needs to be satisfied that the survivor can afford sole liability for the rent within a reasonable period, whether through income and/or benefit level. This would be determined in the survivor's application. The making of a transfer order would be conditional on the survivor demonstrating to the court that sole liability for the rent is achievable within a reasonable period, either through benefits and/or income level. A statutory provision stating that the survivor is solely liable for the rent during the transfer, for example during the period when a DAPN/O is in place, and period of application for the order would clarify that the survivors would be able to claim benefits for the relevant period if solely liable. As joint tenants, the survivor and perpetrator are jointly and severally liable for any debts accrued on the joint property. Thus, in cases where debts have accrued, by gaining sole tenancy of the property, the survivor does not become solely liable for the debts accrued during the joint tenancy.

Furthermore, the mechanism does not dilute existing powers held by social housing landlords. Crucially, social housing landlords maintain the ability, under the proposed mechanism, to uphold the tenancy or serve notice to end the tenancy. Existing common law and contractual obligation for joint tenants states that each is jointly and severally liable for the whole rent, which means that any previous arrears on a joint tenancy are joint and several such that each joint tenant is individually liable for the whole of the rent. If the transfer of tenancy order is granted, each tenant would still be liable for these arrears. It is a decision on behalf of the social housing provider regarding whether they wish to take additional steps to support the survivor to repay any arrears or damages, however it worth noting that the Social Landlords' Pre-action Protocol applies in rent arrears cases, and the provider will be expected to have engaged with the survivor and support her in dealing with any rent arrears. The proposed mechanism therefore serves to significantly enhance the rights of survivors, whilst preserving the existing rights of all parties.

**Q20: Have you ever taken any (other) legal action, such as obtaining an occupation order, against your abuser? Please include details on why you did / did not take legal action, and your experience of that legal action.**

No, however we would like to highlight a recently published research study which includes interviews with survivors who applied for occupation orders.<sup>20</sup>

**Q21: Please provide your views on how successfully temporary injunctions work to enable victims to prevent perpetrators from serving a notice to quit. Please provide reasons.**

In most circumstances, where a perpetrator has not voluntarily left the family home where he shares a joint tenancy with the victim/survivor, the onus is placed on the victim to seek a temporary legal order, such as an Occupation Order, to exclude the perpetrator from the shared property.

The primary concern with these legal remedies is that they are only temporary measures that only exclude the perpetrator from the family home for a brief period, usually within 6-12 months, after which point the perpetrator can reclaim their rights to the family home, including returning to the property. While we support temporary measures to exclude the perpetrator from the survivor's home, and in some cases survivors do not require further permanent measures to remove the perpetrator from the tenancy, it is still only a temporary measures that still requires the survivor to take significant legal actions to permanently remove the perpetrator from the property via the Matrimonial Causes Act, Family Law Act, or the Children's Act, which has its own set of barriers as set out in our response to question 19 above.

Temporary orders, such as Non-Molestation Orders, also do not automatically prohibit the perpetrator from serving notice to quit on the tenancy, and survivors must seek additional legal measures to prohibit the perpetrator from giving notice. Even with these measures in place, a perpetrator may still breach these conditions, and the landlord cannot reject a notice to quit, which means that assuming it is valid, it always takes effect, unless there were a statutory provision to prevent this, which does not currently exist.

An additional barrier specific to these temporary legal measures is that the balance of harm test can, and often does, favour the perpetrator, particularly where there is a risk that the perpetrator will become homeless if excluded from the family home. As evidenced in a recently published study in the Journal of Criminal Law, commissioned by national group member, Surviving Economic Abuse (SEA) and conducted by Northumbria University<sup>21</sup>, state that:

*"Case law indicates that victims experience barriers to securing orders due to the high threshold criteria and because concerns about protecting the rights of perpetrators has led to judicial reluctance to grant extensive protection to victims. Some judges are seemingly willing to bypass this by granting alternative remedies which may offer victims a weaker form of protection in respect of the family home. Where orders are granted, the data suggest this is on restricted terms and for limited durations which reduce their effectiveness at preventing post-separation abuse and supporting victims to regulate their short and longer-term housing situation."*

These findings were also shared by housing providers, who had mixed experiences of survivors being able to utilise Occupation Orders to temporarily remove a perpetrator from the property. One survey respondent wrote:

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<sup>20</sup> Speed, Anna. Richardson, Kayleigh. Northumbria University (2022), 'Should I Stay or Should I Go Now? If I Go There will be Trouble and if I Stay it will be Double': An Examination into the Present and Future of Protective Orders Regulating the Family Home in England and Wales'. The Journal of Criminal Law.

<sup>21</sup> Speed, Anna. Richardson, Kayleigh. Northumbria University (2022), 'Should I Stay or Should I Go Now? If I Go There will be Trouble and if I Stay it will be Double': An Examination into the Present and Future of Protective Orders Regulating the Family Home in England and Wales'. The Journal of Criminal Law.

*“Sometimes courts will order victims and perpetrators to remain together in the property (one living upstairs, one to live downstairs for example). The process is very long, and distressing and victims are either in the property with their perpetrator during this time, putting them at risk or forced to flee and rely on refuges of LA EA.”<sup>22</sup>*

Another barrier to survivors is the cost of seeking temporary legal measures. The Northumbria University research found that:

*“Although the Legal Aid, Sentencing and Punishment of Offenders Act 2012 ‘makes efforts to preserve legal aid for victims of domestic abuse, the means test is difficult for victims to satisfy, resulting in increases both in the number of victims taking no action to pursue protection and who act as litigants in person in Occupation Order Proceedings.”<sup>23</sup>*

Where survivors act as litigants in person, the research found this can adversely impact their prospects of security protection. Even where a survivor may be able to meet the legal aid means test, gaining an emergency order with legal support can cost up to £5,000 at legal aid rates, and more than double if funded privately<sup>24</sup>.

Where survivors have successfully obtained temporary measures, housing providers in particular shared concerns with DAHA that both survivors and the housing professionals are dependent on police partners to pursue breaches of these orders, particularly where the perpetrator may refuse to leave the family home. This can be especially difficult with Occupation Orders which may have a power of arrest attached, however breach of these orders is not a criminal offence. Due to this concern, as a precaution, survivors are often incentivised to seek temporary or interim accommodation while efforts are made to seek the order and/or remove the perpetrator from the home, which can negatively impact the status quo. By offering the survivor alternative accommodation in these cases, it can influence judicial decisions to allow the perpetrator to remain in the home as he alternatively would be seen as intentionally homeless and not in priority need compared to the survivor who may have already accessed alternative accommodation. Additionally, by requiring the survivor to leave the family home to return, it does not in practice enable a survivor to stay safely within their own home.

As shared within the Northumbria University research, there is some hope that many of these issues linked to Occupation Orders and Non-Molestation Orders may be resolved with the roll-out of the Domestic Abuse Protection Notices and Orders, however, this remains to be seen and much learning needs to be gained through the pilot process. We also have not received any clear indication of when DAPN/Os will be rolled out nationally and could therefore be utilised widely by survivors.

The successful use of DAPOs will also be dependent on robust training and guidance for the multi-agency professionals who will utilise these orders, and for the police partners who will be tasked with enforcing them. These changes to DAPN/Os also do not solve issues regarding judges’ reluctance to grant orders that exclude the perpetrator from the home, and still much needs to be done to ensure judges are provided with the necessary training and support to make decisions on these orders, and much needs to be done to monitor and quality assure how the DAPN/Os are being rolled out in practice.

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<sup>22</sup> Ibid

<sup>23</sup> Ibid

<sup>24</sup> Ibid

It also remains that DAPN/Os are only temporary legal measures that do not address the legal barriers that survivors encounter when attempt to permanently remove a perpetrator from a joint tenancy so that they can safely stay in their home long term.

The barriers encountered by survivors of domestic abuse to use the current temporary legal remedies are also impacted by the legal aid means tests which leaves many survivors unable to afford legal actions to protect themselves from the perpetrator.<sup>25</sup> For example, those who own their home, receive wages from work or have recently received compensation, may be considered over the legal aid means assessment threshold, even though in practical terms they do not have the means or cannot access the relevant assets to pay for the necessary legal assistance. Despite the existence of the 'domestic abuse waiver' that applies to the legal aid means test in applications for injunctions, research commissioned by the Law Society found that 20% of survivors who were eligible for an injunction could not proceed with the application as they could not afford the contributions that were required with the waiver.<sup>26</sup>

Few solicitors are willing to accept survivors on legal aid and those that are often have large caseloads. A particular issue for survivors in rural or small communities, is that there may only be one legal aid law firm, which will need to consider potential conflicts of interest, such as the perpetrator or survivor already being known, or the perpetrator has already sought advice from the one available firm. Additionally, perpetrators are adept at limiting a survivor's access to legal advice and indeed, legal aid, as a form of abuse. In our focus groups, one participant spoke about a case where the perpetrator purposely put money into the survivor's account to make her ineligible for legal aid.

The current legal aid means test does not account for the ways in which a perpetrator can use economic control to prevent access to an asset or create debt. These barriers to legal aid which overlook economic abuse have made it increasingly difficult for survivors to be represented in private family law cases, and hence survivors are unable to participate effectively in proceedings and just outcomes may not be achieved.<sup>27</sup>

Additionally, survivors who need to leave their perpetrator while also remaining within the family home, will encounter additional economic difficulties, particularly in the context of economic abuse, that may have left a survivor economically dependent on the perpetrator, or as outlined above, a perpetrator has accrued significant debts and arrears for which the survivor is jointly and severely liable. As outlined within Women's Aid and Shelter's joint briefing on the benefit cap and domestic abuse<sup>28</sup>, the current benefit cap also disproportionately impacts survivors of domestic abuse, meaning that becoming safe from their perpetrator can be unaffordable and therefore, impossible. Therefore, the current benefit cap is preventing survivors from leaving the perpetrator and places them on a pathway of long-term hardship and destitution.

As stated in the briefing, the current benefit cap can, *"leave families with very, very little to live on once their rent is paid. Analysis by Shelter shows that the cap amount is so low it doesn't even cover the cost of the very basic, essential goods that a family absolutely cannot go without (such as housing, bills, food, and personal care items). In fact, a lone-parent family of three children would be unable to*

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<sup>25</sup> Orr, S., [Denied justice: How the legal aid means test prevents victims of domestic abuse from accessing justice and rebuilding their lives](#), Surviving Economic Abuse, 2021.

<sup>26</sup> Research into the impact of the legal aid capital and contribution thresholds for victims of domestic violence, 2018, The Law Society

<sup>27</sup> Orr, S., [Denied justice: How the legal aid means test prevents victims of domestic abuse from accessing justice and rebuilding their lives](#), Surviving Economic Abuse, 2021.

<sup>28</sup> Shelter, Women's Aid Federation of England. Joint briefing on the benefit cap and domestic abuse.

[https://assets.ctfassets.net/6sxvmndn0s/4oQJnE0jso78Tf5gCjvKBB/abf061b53555eca80b0c0da2f73f8148/Women-s\\_Aid\\_\\_Shelter\\_-\\_Benefit\\_Cap\\_and\\_Domestic\\_Abuse\\_Briefing1.pdf](https://assets.ctfassets.net/6sxvmndn0s/4oQJnE0jso78Tf5gCjvKBB/abf061b53555eca80b0c0da2f73f8148/Women-s_Aid__Shelter_-_Benefit_Cap_and_Domestic_Abuse_Briefing1.pdf)

*cover these essentials in a third of the country (32%) and a family of four in more than 4 in ten areas (43%) when subject to the benefit cap (see map). In one in six areas of the country, a family of four could not even cover the cost of rent, utility bills and food. With lone parents being at the highest risk of the benefit cap, and the vast majority of lone parents being women (95%), survivors are disproportionately penalised by the benefit cap<sup>29</sup>.*

## **Our recommendations**

In practice, survivors will only be able to use temporary legal measures to suspend a perpetrator's rights to the property if significant changes are made to ensure these measures are useable and accessible, including:

1. Through the piloting and roll-out of Domestic Abuse Protection Notices & Orders (DAPN/Os), there must be evidence of an even balance of harm test between the victim and the perpetrator, which does not equate the perpetrator's homelessness to the survivor's, including their children's, risk of both homelessness and the harm. Within the balance of harm, the children must also be considered victims of domestic abuse, who will be impacted by the decision for the perpetrator to remain within the property.
2. Judges should be required to grant a DAPO in its fullest form to remove the perpetrator from the home, and not any other version of measures that allows the perpetrator to remain within the property, which places the survivors, including children, at an ongoing risk of harm and homelessness.
3. There must be an automatic provision that the perpetrator cannot give notice to quit in order to end the tenancy while the order is in effect, and that where the perpetrator does breach the order to give notice, that this does not take effect, as currently the landlord has no choice but to accept the notice to quit, assuming that it is valid.
4. Once a temporary order is in place suspending the perpetrator's rights to the home, survivors and/or housing providers must be able to access new legal mechanisms (as outlined below) that have been specifically designed to remove the perpetrator quickly and effectively from the tenancy, if it is safe, affordable and the survivor wishes to maintain the tenancy and remain within the family home.
5. Judiciary professionals should be required to have domestic abuse training delivered by domestic abuse specialists, which includes an understanding of coercive and controlling behaviour, the gendered nature of domestic abuse, counter allegations, and the short and long-term impact of domestic abuse on survivors', including children's, safety and security, and how DAPN/Os should be used and enforced, particularly in cases where they will temporarily remove the perpetrator from the shared home with the survivor.
6. The National Group welcomes the Ministry of Justice's forthcoming review of the means test for legal aid which will specifically consider the experiences of survivors of domestic abuse, through which we strongly encourage the Government to consider the exemption of domestic abuse survivors from the legal aid means test with immediate effect to ensure that all who need to make an application for a protective order or take action to retain their home

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<sup>29</sup> *ibid*

can do so. Issues pertaining to tenancies and mortgages are fundamentally legal issues and hence must be addressed in the legal system.

7. We support Shelter and Women's Aid's recommendation that due to the specific and severe impacts the benefit cap has on women fleeing domestic abuse, the Government should award an exemption for survivors of domestic abuse. An exemption of two years would provide enough time for someone to adjust to changes in circumstance after escaping an abuser, and allow survivors a period of transition, free of the cap.

**Q22: Fixed term tenancies can leave victims at the risk of being trapped in a tenancy with their abuser. Do you have any experience or evidence of this issue? Please provide details, including whether you have any ideas for how to solve the issue.**

Yes, we have evidence from survivors being trapped in a fixed term tenancy with their abuser which has a significant impact on their safety, housing, and economic security. The Crime Survey of England and Wales indicates that the majority of survivors, 53%, live in rented accommodation,<sup>30</sup> compared to 36% of the general population.<sup>31</sup> Therefore, survivors are well represented within the 81% of tenants in the UK estimated to hold assured shorthold tenancies, many of which include a fixed term,<sup>32</sup> and have to address this barrier when attempting to access safety.

As outlined above in response to Q16, perpetrators of domestic abuse are adept at using a joint tenancy shared with the survivor as a form of abuse, including causing arrears, damage, and anti-social behaviour, for which the survivor will be jointly and severally liable. This can place survivors at risk of eviction, debt, negative credit ratings and negative references that can have both short and long-term impact on their housing security.

In these circumstances, the survivor may feel their best option is to end the tenancy with the perpetrator to leave the perpetrator and access alternative accommodation and/or to ensure they are no longer liable for any further arrears, damage or ASB caused by the perpetrator. However, where there is a fixed term contract, the survivor will not be able to do this without a break clause, and/or without the mutual consent of all joint tenants (and the landlord). Ultimately, perpetrators will use this dependence as a form of control, and it can cause a significant barrier to survivors being able to leave an abusive relationship.

One survivor shared with DAHA how her perpetrator used their fixed term joint tenancy as a form of abuse by causing both arrears and damage to the property. This severely damaged their relationship with the landlord and with neighbours, as well as causing debts for which the survivor was liable. The survivor wanted to end the relationship and the tenancy, however as it included a fixed term, she could only do so with the consent of both the landlord and the perpetrator. Her abuser used this as an opportunity to further abuse and control her, and only agreed to end the tenancy if he could keep the deposit which she had solely provided. To end the tenancy and safely leave the perpetrator, she agreed to let him take the deposit she had provided. The consequences of his abuse were long-lasting. She now had to produce a significant amount of money to replace her lost deposit and had to seek a new PRS tenancy without a positive reference from her previous landlord who refused to separate her from her partner's abusive behaviour due to their joint liability and would not provide a

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<sup>30</sup> Office for National Statistics (2018) Domestic abuse: findings from the Crime Survey for England and Wales: year ending March 2018.

<sup>31</sup> Office for National Statistics, Subnational estimates of dwellings and households by tenure, England: 2020

<sup>32</sup> Rugg, J and Rhodes, D (2018) The Evolving Private Rented Sector: Its Contribution and Potential, Nationwide Foundation

separate reference. As a result, she became homeless and was unable to secure a new PRS tenancy on her own.

In March 2021, the Guardian published an article detailing the circumstances surrounding the death of Alex Reid, a victim of domestic abuse who died by suicide in February 2020, after two years of domestic abuse from her ex-partner, Peter Yeung. In describing Yeung's abuse leading to Alex's death, her sister Katy relayed that

*"they found a house in Anfield, Alex was the main tenant, as Yeung (the perpetrator), couldn't get a guarantor. The day they moved in was the day it changed. He had a roof over his head. Alex paid the rent, the bills, she bought the furniture. She was working all the time, taking loans left, right and centre. She was quickly in a lot of debt-and she'd never been in debt. She was always a saver.... Her fear was always that, if she left, Peter would smash up the house and she'd have to pay for it. Yeung had already broken a table, a chair, and all the Christmas presents Alex bought for her family. Alex called the estate agent many times-once in tears-explaining that she was with a violent man and needed him to leave the house. They said there was nothing they could do as he was on the contract as the second tenant"*

After Alex's death, Yeung asked if he could move back into the house now that Alex was no longer in it. "The police told me it was his human right," says Katy. "I had to take away all of Alex's belongings, all the furniture-it was awful-then he stayed there until his trial in December."

From these and many other examples, shared by victim/survivors regarding their experiences of abuse, it is evident that when sharing a fixed term tenancy with their abuser, they can often be trapped in the relationship and the ongoing abuse, and through their shared tenancy, tied to the arrears, damage and anti-social behaviour caused by the perpetrator, making it often impossible for victims/survivors to move forward with their lives and become safe from their abuser.

**Annex 1: Proposed Simplified Legal Mechanism developed housing and family law experts Justin Bates, Jenny Beck and Giles Peaker, in consultation with the Domestic Abuse Housing Alliance (DAHA) and Women's Aid Federation for England (Women's Aid) as proposed for including within the DA Act 2021**

*(1) This section applies where there are two or more joint tenants under a secure or assured tenancy and the landlord is a local housing authority or a private registered provider of social housing.*

*(2) If one joint tenant ("A") has experienced domestic abuse from another joint tenant ("B") then A may apply to the county court for an order that B is removed as a joint tenant.*

*(3) For the purposes of subsection (2) it is sufficient that the domestic abuse was directed at A or to anyone who might reasonably be expected to reside with A*

*(4) On such an application, the court must take the following approach:*

*(a) the court must be satisfied that the tenancy is affordable for A, or will be so within a reasonable period of time;*

*(b) If the court is so satisfied, then:*

*(i) if B has been convicted of an offence related to domestic abuse as against A or anyone who might reasonably be expected to reside with A, the court must make an order under this section;*

*(ii) if B has been given a domestic abuse protection notice under section 19, or a domestic abuse protection order has been made against B under section 25; or,*

*(iii) if the perpetrator has been convicted of a domestic abuse related offence (for example, violence, harassment, coercive control) against the survivor,*

*the court will order the transfer of tenancy.*

*(c) for the purposes of subsection 4(b)(ii), the court must adopt the following approach*

*(i) If B does not oppose the making of such an order, then the court must make it.*

*(ii) If B does oppose the making of such an order then it is for B to satisfy the court that – as at the date of the hearing - there are exceptional circumstances which mean that the only way to do justice between A and B is for the order to be refused.*

*(d) if the application does not fall within subsection (b), then the court may make such an order if it thinks it fit to do so*

*(5) Where A has made such an application to the court, any notice to quit served by B shall be of no effect until determination of A’s application or any subsequent appeal.*

*(6) Notwithstanding any rule of common law to the contrary, the effect of an order under this section is that the tenancy continues for all purposes as if B had never been a joint tenant.*

*(7) For the purposes of this section, an offence related to domestic abuse includes as against A or anyone who might be reasonably expected to reside with A, an offence of violence, threats of violence, criminal damage to property, rape, other offences of sexual violence or harassment, coercive control, breach of injunction, breach of restraining order, or breach of domestic abuse protection order.*

*(8) At section 88(2) Housing Act 1985, after “section 17(1) of the Matrimonial and Family Proceedings Act 1984 (property adjustment orders after overseas divorce, &c.)” insert “, or section [this section] Domestic Abuse Act,”.*

*(9) At section 91(3)(b) Housing Act 1985, after subsection (iv), add “(v) section [this section] Domestic Abuse Act”.*

*(10) At section 99B(2) Housing Act 1985 (persons qualifying for compensation for improvements), paragraph (e), after subsection (iii) add “(iv) section [this section] Domestic Abuse Act”.*

## **Annex 2: Frequently Asked Questions on proposed legal solution**

### **Who developed the Domestic Abuse Tenancy Transfer Order and why?**

The domestic abuse transfer of tenancy order was developed by housing and family law experts, Giles Peaker, Justin Bates, and Jenny Beck, in consultation with Women’s Aid Federation for England (Women’s Aid), the Domestic Abuse Housing Alliance (DAHA), Standing Together Against Domestic Abuse, and the support of the National Domestic Abuse and Housing Policy and Practice Group.

This new legal mechanism was developed by these partners to provide survivors of domestic abuse with a simplified legal mechanism for the transfer of a joint social tenancy, shared between a perpetrator and a survivor, into a sole social tenancy in the name of the survivor. Crucially, this legal mechanism was developed to complement much needed changes to Domestic Abuse Protection

Notices (DAPNs) and Domestic Abuse Protection Orders (DAPOs) through the DA Act 2021 to make it easier to remove perpetrators from shared homes temporarily.

The Domestic Abuse Transfer of Tenancy Order will also build on necessary changes through DAPNs/DAPOs by allowing survivors to use this “breathing space”, when the perpetrator has already been removed from the home, to secure the tenancy for the survivor long-term. This means that once the temporary order inevitably ends the perpetrator cannot return to the shared tenancy and place survivors and children at risk of harm and homelessness.

### **What will the Domestic Abuse Tenancy Transfer order do?**

If a perpetrator and survivor of domestic abuse share a secured or assured joint tenancy with a social housing provider, the order would remove the perpetrator from a joint tenancy shared with the survivor, leading to a sole tenancy for the survivor (unless there are other joint tenants, who will remain on the tenancy, however this is not likely for a secured or assured social tenancy). It will not apply to introductory social tenancies or tenancies within the private rented sector.

### **Who can apply for the Domestic Abuse Tenancy Transfer order?**

Survivors of domestic abuse who share a joint secured or assured social tenancy with the perpetrator will be able to make an application directly to the county court for a ‘domestic abuse transfer of tenancy’ order.

### **Can a social landlord apply for a Domestic Abuse Tenancy Transfer Order?**

Only the survivor of domestic abuse who shares a joint tenancy with the perpetrator can apply to the county court for a Domestic Abuse Tenancy Transfer Order. This ensures that survivors can act independent of their landlord to remove a perpetrator from a joint secured or assured social tenancy. As the order does not impact on the rights of the social housing provider, the survivor does not need to gain the support or permission of the landlord to seek to remove the perpetrator from the joint tenancy.

The scale of presumption used for granting the order will ensure that robust evidential requirements are met that the survivor is experiencing domestic abuse from the perpetrator joint tenant, and that the survivor can afford the tenancy within a reasonable time. Existing common law and contractual obligation for joint tenants states that each is jointly and severally liable for the whole rent, which means that any previous arrears on a joint tenancy are joint and several such that each joint tenant is individually liable for the whole of the rent, to be paid to the social housing provider.

### **Can a survivor living in the private rented sector or with an introductory social tenancy seek a Domestic Abuse Tenancy Transfer Order?**

No, the order only applies to secure and assured social tenancies.

### **How will the survivor obtain a Domestic Abuse Tenancy Transfer order?**

The order will be applied for and obtained through the county courts.

### **Who does the Domestic Abuse Tenancy Transfer order apply to?**

(1) The order is applied where there are two or more tenants under a secure or assured tenancy and the landlord is a local housing authority or a private registered provider of social housing.

(2) If the joint tenant (“A”) has experienced domestic abuse from another joint tenant (“B”) then A may apply to the county court for an order B is removed as a joint tenant.

(3) The domestic abuse was directed at A or to anyone who might reasonably be expected to reside with A.

### **On what basis will the Domestic Abuse Tenancy Transfer order be granted?**

As detailed in section 4 of the amendment, our proposal simplifies the evidential and decision-making process and has presumptions in place under which an order will be made unless successfully rebutted by the perpetrator. The presumptions mean that the order will be granted if:

1. The perpetrator has been convicted of an offence related to domestic abuse against the survivor or anyone reasonably expected to live with the survivor, or;
2. The perpetrator has been given a court order such as a DAPN, DAPO, Restraining Order, Occupation Order or Non-molestation Order in relation to the survivor or anyone reasonably expected to live with the perpetrator.

There is a presumption that the transfer of tenancy will be granted if the court is satisfied these conditions are met. The perpetrator will have the opportunity to rebut the presumption, however the onus is placed on them to satisfy the court that there are exceptional circumstances which means the only way to do justice between the survivor and the perpetrator is for the order to be refused.

### **Can a survivor apply for a Domestic Abuse Tenancy Transfer order if they have been forced to flee the property?**

Yes, if the survivor currently shares a joint secured or assured social tenancy with the perpetrator.<sup>23</sup>

### **Can a survivor apply for a Domestic Abuse Tenancy Transfer order while the perpetrator is still occupying the property?**

Yes, but it is practically easier if the perpetrator is not occupying the property or has had their rights to occupy suspended (for example because of a Restraining Order, Non-molestation Order, Occupation Order (and eventually a Domestic Abuse Protection Notice/Order), such that the survivor is not dependent on eviction proceedings.

### **Will the tenancy rights of the survivor be affected if the perpetrator is removed from the tenancy?**

No, they will not. The secure or assured tenancy will remain the same and the survivor will maintain their assured or secured tenancy rights. The only aspect of the tenancy that will change is that they will go from a joint to a sole tenancy (unless there are other joint tenants, which is highly unlikely for a secure or assured social tenancy).

### **Will the tenancy rights of other joint tenants be affected if the perpetrator is removed from the tenancy?**

No, they will not. The secured or assured tenancy will remain the same and all other tenants will maintain their assured or secured tenancy rights. However, it is extremely rare for a secure or assured social tenancy to have more than two tenants.

### **How will the rights of the perpetrator be considered when granting a Domestic Abuse Tenancy Transfer order?**

Our proposal is a balance of rights between the survivor and the perpetrator. While the order will remove the property rights of the perpetrator, it does so with the aim of promoting the safety, stability, and housing security of the survivor.

Given the proposed standard for a transfer order to be made, there is a clear proportionality in depriving the perpetrator of Article 1 Protocol 1 rights in the European Convention on Human Rights. Article 6 rights would be protected as the perpetrator could make representations on the application for an order.

The order provides the perpetrator with the opportunity to rebut the presumption of a transfer of tenancy. However, the onus is placed on them to satisfy the court that there are exceptional circumstances, which means the only way to ensure justice between the survivor and the perpetrator is for the order to be refused.

### **How will the Domestic Abuse Tenancy Transfer affect the rights of the social housing provider/landlord?**

The social landlord's ability to uphold the tenancy or serve notice to end the tenancy would not be affected. Although the nature of the tenancy will change (from a joint to a sole tenancy) the residing tenant will remain the same, which provides continuity for the social housing provider. Existing common law and contractual obligation for joint tenants states that each is jointly and severally liable for the whole rent, which means that any previous arrears on a joint tenancy are joint and several such that each joint tenant is individually liable for the whole of the rent.

### **How will the court determine if the survivor can afford the rent after the Domestic Abuse Tenancy Transfer is granted?**

This would be addressed in the survivor's application - the making of a transfer order would be conditional on the survivor demonstrating to the court that sole liability for the rent is achievable within a reasonable period, either through benefits and/or income level. A statutory provision stating that the survivor is solely liable for the rent during the transfer, for example a DAPN/O, and period of application for the order would clarify that the survivors would be able to claim benefits for the relevant period if solely liable.

### **How will any debts accrued on the joint tenancy shared between the survivor and perpetrator be addressed?**

As joint tenants, the survivor and perpetrator are jointly and severally liable for any debts accrued on the joint property. This means that by gaining sole tenancy of the property, the survivor does not become solely liable for the debts accrued during the joint tenancy. Once the joint tenancy has ended, how social housing providers recover debts between joint tenants is discretionary and based on their current policies and procedures. Some social housing providers have demonstrated good practice in this area, such as having domestic abuse policies in place that enables them to use their discretion to support the survivor to manage any debts resulting from economic abuse. For example, this may include the social housing provider seeking arrears on a 50/50 basis between the survivor and the perpetrator or choosing to recover only the perpetrator's portion of the debt, or to recover the whole debt from the perpetrator. However, it is also worth noting that the Social Landlords' Pre-action Protocol applies in rent arrears cases, and the provider will be expected to have engaged with the survivor and support her in dealing with any rent arrears. The proposed mechanism therefore serves to significantly enhance the rights of survivors, whilst preserving the existing rights of all parties.

In preparation for the implementation of the order, we would support the government to provide guidance and advice to social housing providers about how they can support survivors before and during this period of tenancy transfer. This includes practices they can use to support survivors to overcome the burden of any previous accrued debts so that they can gain financial independence from the perpetrator and afford to pay the rent on their sole tenancy going forward. The Domestic Abuse Housing Alliance (DAHA) is recognised across the housing and domestic abuse sector as the leading experts on the role of social housing providers in response to domestic abuse and are well positioned to provide this guidance and advice.

**Is there a cost benefit to survivors and/or social housing providers by obtaining a Domestic Abuse Transfer of Tenancy Order?**

We project there is a cost benefit to both survivors and social housing providers in obtaining a Domestic Abuse Tenancy Transfer Order, compared to the current legal and housing solutions available.

**Will obtaining a Domestic Abuse Tenancy Transfer Order cost less for survivors?**

Our research found that by offering survivors and social housing providers with the option to obtain a Domestic Abuse Transfer of Tenancy Order, survivors will be saving a significant amount in legal costs. The current legal pathway places the onus on survivors to first seek Non-Molestation Orders and/or Occupation Orders to temporarily removing perpetrators from the shared property, which costs up to £5,000 at legal aid rates and more than double that if funded privately. The legal actions required of survivors to then gain a transfer of tenancy can cost a survivor between £10,000-£20,000 depending on the survivor’s access to legal aid. If they secure legal aid, there are still significant costs to the public purse in contested proceedings of around £5000.00 or higher.

Under the proposed DAPNs and DAPOs through the Domestic Abuse Act, survivors will not need to pay to obtain these orders. This will therefore result in significant savings for the survivor, compared to the potential £5,000 at legal aid rates and more than double that if funded privately need to secure an Occupation Order or Non-Molestation Order (which the DAPN/DAPO will replace).

Costs to survivor of seeking a transfer of tenancy through the current legal pathway	
Average cost of seeking a temporary order to remove the perpetrator from the family home and prevent further harm	£5,000
Average cost of permanent legal solutions for a transfer of tenancy.	£10, 000-£20,000

Costs to survivor when independently seeking a transfer of tenancy through the new proposed pathway	
Average cost of seeking a Domestic Abuse Protection Order to remove the perpetrator from the property	£0

**Will enabling survivors to obtain a Domestic Abuse Tenancy Transfer Order have a cost benefit for the social housing providers?**

Without a current legal mechanism which enables survivors to maintain their tenancies and remove the perpetrator, the social housing provider is at a risk of bearing the significant cost of domestic abuse. This includes the cost of ongoing domestic abuse in the home, eviction and re-letting the property, as detailed below.

**The cost of ongoing domestic abuse in the home**

Ongoing domestic abuse in the home can result in significant damages to the property that require the social housing provider to pay for repairs. It can cause rent arrears (as a form of economic abuse) that must be covered by the social housing provider.

The cost of repairs to damages resulting from domestic abuse

The average cost of repairs resulting from domestic abuse over the course of 2 years (2015-2017): 43,470 jobs at a cost of £8.4million. That is the equivalent of 13% of all jobs or 21% of all repair costs attributed towards domestic abuse. **This was then costed at £1.2k per household.**

The cost of rent arrears in cases of domestic abuse<sup>33</sup>:

According to the same research, “the average cost of a weekly arrear was £40 and was likely to go up in the six months after a (domestic abuse) incident. However, for those with cumulative arrears, the average debt was £209 and was likely to increase upon reporting the domestic abuse incident and continue to increase”<sup>34</sup>.

**The cost of evicting a household following domestic abuse (due to domestic abuse, rent arrears and damages).**

Cost of evicting a tenant and re-letting the property:

Action	Cost
Cost of eviction from a LA property	£1,200
Rent arrears-write off	£1,900
Average cost of repairs to get a property to a good standard for re-letting	£1,800
Average cost of home sitting empty for 20 days	£320
Cost of re-letting property post eviction	£2,800
Administrative cost of new LA letting	£500
<b>Total cost</b>	<b>£8,520</b>

**The cost of rehousing a survivor and children who are made homeless because of domestic abuse.**

A report by the All-Party Parliamentary Group on Homelessness<sup>35</sup>, if a household experiences homeless because of domestic abuse and were to be found in priority need, the potential indicative cost to the public of helping a single housing to secure accommodation would range between **£3,617 to £11,434.**

<sup>33</sup> SafeLives & Gentoo (YEAR?) Safe at Home: the case for a response to domestic abuse by housing providers. Available [online](#). SafeLives and Gentoo “received anonymised data regarding 234 tenants in rent arrears that had experienced domestic abuse. Those arrears were primarily around the time of the reported incidents of domestic abuse. It is likely that domestic abuse incidents took place before the reported incident (month 0 in Table 6.2a)) and that must be considered as a factor contributing towards those who had debt before the reported domestic abuse incident date (Table 6.2a)

<sup>34</sup> SafeLives & Gentoo (YEAR?) Safe at Home: the case for a response to domestic abuse by housing providers. Available [online](#)

<sup>35</sup> All Party Parliamentary Group on Homelessness (2019): *A Safe Home: Breaking the link between homelessness and domestic abuse*, pg 29. Available [online](#)