

STANDING TOGETHER AGAINST DOMESTIC ABUSE

Supporting survivors living in the private rented sector

GUIDANCE FOR DOMESTIC ABUSE
PRACTITIONERS



**STANDING
TOGETHER**
against domestic abuse

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About this guidance

This guidance is provided by the Private Rented Sector (PRS) project at the Domestic Abuse Housing Alliance and Standing Together (DAHA), which is part of the Whole Housing Approach project.

The document provides specialist domestic abuse practitioners with:

- basic information about private renting
- information on how perpetrators may use a survivor's private tenancy as a form of coercive control and economic abuse, and
- advice on what practitioners should consider when supporting a survivor living in a privately rented home.

This document is NOT legal advice. For housing advice from a legal expert - practitioners and survivors should access Citizen's Advice and [Shelter's resources](#) and helpline and/or speak to a housing solicitor.

Language

Survivor: throughout this document we refer to the individual who is being subjected to domestic abuse as the survivor. We know that different individuals have different language preferences, including use of the word victim or no term at all. We have chosen the word survivor for consistency but we respect and recognise both terms for victim/survivor.

Perpetrator: We use the word perpetrator to refer to the individual causing domestic abuse and using abusive behaviours. We know that different individuals have different language preferences, including referring to the perpetrator as the person/individual using harmful behaviours or causing harm. We use the word perpetrator for brevity and consistency .

Gender: We recognise that anyone can experience or perpetrate domestic abuse, including both men or women, however we also recognise it is a gendered crime that is predominately experienced by women and perpetrated by men and our language reflects this.

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Domestic abuse in the private rented sector

Currently, in England, **19% of all households live in privately rented homes**. According to the Crime Survey for England and Wales 2018, when breaking down domestic abuse prevalence by tenure type, there are **708,986 survivors living in the private rented sector**, which accounts for nearly **30% of all prevalence**.



Currently, in England, **19% of all households live in privately rented homes**.

30% of domestic abuse prevalence is within the PRS



Survivors living in privately rented homes face specific barriers to maintain safe and stable housing which are often directly linked to their economic and legal ties to the perpetrator through their shared accommodation, particularly sharing a joint tenancy with the perpetrator.

A survivor's housing needs do not suddenly begin at the point when (if) they leave an abusive partner, or a family member, and in fact, there are many points along a survivor's journey when a perpetrator may use their shared private housing as a form of abuse. This includes:

- Perpetrators using shared housing with a survivor during their relationship as a form of coercive control and economic abuse, with the intention of preventing a survivor from having the economic and housing means to leave their abuser.
- Even after a survivor may have left an abusive partner, the perpetrator using shared housing and finances as an ongoing form of abuse to prevent her from attaining immediate and long-term economic and housing security and safety—such as the legacy of rent arrears, damages and eviction, negative credit rates and negative landlord/letting agent references, loss of property/belongings.
- An increasing number of survivors who are forced to leave their homes due to domestic abuse are ending up in the private rented sector. Perhaps after losing a social tenancy and dealing with many of the barriers presented in the PRS including increased rent, higher rates of eviction, higher threshold for obtaining a tenancy, less support from landlords/letting agents.

Support for survivors living in the private rented sector

Survivors living in the PRS are likely to have fewer rights, support, and protection compared to those living in social housing. This can include less secure tenancies, a greater chance of eviction, and landlords/letting agents who are much less likely to be equipped to offer support and advice on how to maintain and manage a tenancy.

Survivors living in the PRS may also pay higher rents and experience discrimination from landlords/letting agents regarding use of DSS housing benefit and/or Universal Credit. They may also be responsible for providing a significant deposit at the beginning of a tenancy, which can be difficult to recover at the end of the tenancy, especially if it is shared with the perpetrator and there have been rent arrears or damage to the property.

There are also higher thresholds for attaining a private rented contract, including proof of income, credit rating checks and references from previous landlords. This may present difficulties for survivors who may have had to leave a tenancy early due to domestic abuse, or experienced economic abuse resulting in arrears, damage, depleted deposits and income.

Due to these barriers, survivors living in the PRS may require additional support and advice from practitioners who are able to advocate for their needs and wishes with PRS landlords/letting agents. Practitioners should also consider all the possible ways for a survivor to achieve safety and housing security while living in the PRS.



PRS tenancy agreements

If the survivor you are supporting is privately renting their home, it is first important to find out which type of tenancy agreement they have, as this will determine their tenancy rights, responsibilities, and options.

Shelter provides information [here](#) about private renting, including a detailed breakdown of the different types of rental agreements, tenancies and contracts and how to end these contracts effectively if you need to. Below is a basic breakdown of the different types of agreements and tenancies.

Tenancy types

There are three tenancy types in the private rented sector:

- **Assured shorthold tenancy:** according to Shelter's guidance, most private renters have assured shorthold tenancies. The main aspect of this type of tenancy is that the landlord can evict a tenant after the end of the fixed term without a reason, but they must follow the correct procedure to do so.
- **Assured tenancy and regulated tenancy:** much less common tenancy types in the PRS but with more rights for the tenant, for example it is much harder for a landlord to evict their tenant if they have an assured/regulated tenancy, as outlined in the Shelter guidance. Landlords can currently grant an assured tenancy but rarely do. Regulated tenancies can no longer be granted by landlords, and only exist where the tenancy has been issued on or before 15/01/1989 and therefore only apply to those with very longstanding tenancies.
- **Lodger:** you are likely to be a lodger if you live with your landlord. The landlord does not need a court order for evictions, they only need to give reasonable notice but there is no legislation telling us 'reasonable notice' actually means, and case law says that this varies depending on circumstances. Landlords can change locks after notice has expired.

Most individuals should know their tenancy type based on their tenancy agreement, however if they are unsure, they can access the [Shelter website](#) on PRS tenancies to find out which tenancy they have.

PRS tenancy/license contracts

For private tenants on assured shorthold tenancies (most tenants), they will either have a fixed-term or periodic contract/license.

Fixed-term contract: most tenants will start their tenancy on this contract, which sets out a fixed-term of usually 6-12 months.

Periodic contract: this is usually rolling from week to week or month to month. A periodic tenancy automatically starts once a fixed-term contract ends, and the tenant(s) remain in the property.

It is important to establish whether the tenant has a fixed-term or periodic contract, as this will determine how a tenant or landlord may be able to give early notice and end the contract. This should be in writing, usually on their tenancy agreement/licence.

For more detailed information on tenancy contracts, please go to the Shelter website: https://england.shelter.org.uk/housing_advice/downloads_and_tools/tenancy_rights_checker



Joint and sole tenancies

The rights and responsibilities of the survivor within private rented accommodation will also be determined by whether they are a sole or joint tenant, or whether they have the right to occupy as the civil partner or spouse of a sole tenant.

Sole tenancies

If only one individual is named (as a tenant rather than a “permitted occupier”) on a tenancy agreement, then they are the sole tenant. This means that only they have the rights of the tenant to access the property and give notice to end the rental agreement (alongside the landlord) based on their rental contract. It also means that they are solely responsible for rent payments and any arrears or damage to the property. Any deposit will be returned to them at the end of the tenancy.

Spouses and civil partners of sole tenants

The married or civil partner of a sole tenant have legal rights to occupy the matrimonial home. The rights of the non-tenant/non-licensee partner will continue until the marriage/civil partnership, or the tenancy/license ends, unless excluded by the courts (by occupation order). While they do have the right to occupy the matrimonial home, they do not have the right to end the tenancy or access the deposit. Equally, they are not liable for rent or any debts to the property.

This means that if the perpetrator is the sole tenant, but the survivor is the married/civil partner, then the survivor has the right to occupy the matrimonial home until the marriage/civil partnership or the tenancy/license has ended unless excluded by an occupation order. It is more likely however that an occupation order would suspend the perpetrator’s rights to the home, if this is what the survivor is seeking.

Equally, this means that if the survivor is the sole tenant, but the perpetrator is the married or civil partner, they will have the right to occupy the family home unless that right is suspended by an Occupation order or until that tenancy ends.

Co-habitants of a sole tenant who is not a civil or married partner

If the survivor or the perpetrator is not the married or civil partner of the sole tenant, then they do not have the same right to occupy the shared home if they are not also a named tenant. In this case, the co-habitant may still be able to seek an Occupation order to remove the perpetrator from the home and continue to live there during the period of the Occupation order. However, we strongly suggest that they seek legal advice from a family law solicitor who can support them to also access legal aid.

Joint tenancies

An individual will have a joint tenancy if they have signed a single tenancy agreement with other tenant(s) and the landlord when they have moved in. This will include anyone else who is named on the tenancy agreement.

According to Shelter, *“when you sign a joint tenancy agreement with another person or group of people, you have the same rights and obligations as each other. You are jointly and individually responsible for any:*

- *Rent arrears caused by any joint tenants.*
- *Damages caused by any joint tenants.*

If one of you wants to leave and gives notice to the landlord to end the agreement, it may end the agreement for everyone.”

Understanding whether your client has a joint tenancy with the perpetrator (or anyone else) is important to determine their housing options and safety, including how they access benefits, their responsibility for rent arrears and damage to the property, and their access to the deposit at the end of the tenancy. It is also important because either joint tenant can unilaterally end the tenancy. This may present an opportunity for survivors to extract themselves from a shared tenancy with the perpetrator if required, but it also may present a risk of the perpetrator ending the survivor’s tenancy without their consent or knowledge. It’s important to inform the survivor you’re supporting about this potential risk/option and discuss with them what actions they may need to take.



Deposits

Most private tenants are required to pay a tenancy deposit at the beginning of a tenancy, which can be up to no more than 5 weeks' rent for an assured shorthold tenancy (which is most private rental tenancies). This money belongs to the tenants and should be returned to the tenants in full at the end of the tenancy unless the landlord has reasons to make deductions (such as rent arrears or the cost of damage).

The deposit must be held in an authorised rent deposit scheme, which should be specified by the landlord in writing, usually in the rental agreement.

According to **Shelter's guidance on deposits**, there are two types of rent deposit schemes: insurance schemes and custodial schemes. The process for having your deposit returned is different depending on whether the deposit is in an insurance or custodial scheme.

Insurance scheme: Within an insurance scheme the landlord/letting agent holds onto the deposit during the tenancy and will return it once the tenancy ends. Tenants can then directly contact the landlord/letting agent and ask that tenants are paid individually if it is a joint tenancy.

Custodial scheme: If the deposit is held in a custodial scheme, then the landlord/letting agent does not have control over this money and cannot split the deposit between parties. Instead, the money is held by an independent deposit protection scheme. There are three deposit protection scheme providers: **Deposit Protection Service (DPS)**, **Tenancy Deposit Scheme (TDS)** and **mydeposits**.

Sole tenancy deposit considerations

If it is a sole tenancy, the named tenant will be returned the deposit amount once the tenancy has ended. If an individual contributed towards the deposit but is not named as a joint tenant on the tenancy agreement, they will not be owed any part of that deposit by the landlord or have direct access to it. If they are not named but contributed to the deposit, they can claim against the sole tenant, however this can be difficult to achieve. There is unfortunately no legal aid available for deposit disputes (unless as a counterclaim to possession).

Also, if there are rent arrears or damage to the property, only the named tenant will be liable for those debts which may be deducted from their deposit. Even if the sole tenant is not responsible for the arrears or damage, e.g. due to economic abuse or criminal damage, they will still be responsible for paying for them from the deposit at the end of the tenancy.

For example, if the perpetrator is living with the survivor who is the sole tenant, even if the perpetrator causes arrears or damage, only the survivor as the sole tenant will be liable for paying for these arrears and damage. Contrarily, if the survivor is living with the perpetrator, who is the sole tenant, she will not be liable for an arrears or damage to the property as she is not a named tenant.

Civil partners or married spouses of the sole tenant and deposits

Even if the perpetrator or the survivor is the married or civil partner of the sole tenant, they may have the right to occupy the property, however they will not have the right to the deposit or be responsible for any arrears or damage which may be deducted from that deposit. Therefore, when the deposit is returned it will be only returned to the named sole tenant. The married or civil partner of the sole tenant does have a right to shared monies with their partner, however this is not managed through the landlord or the deposit scheme but is considered a civil dispute that would be dealt with through civil courts, likely the small claims court.

Joint tenancy deposit considerations

If it is a joint tenancy, once the tenancy is ended, each party should be returned the amount that they have contributed. When a deposit is returned, a lead tenant will be nominated to be responsible for contacting the scheme to arrange repayment. The named lead tenant may also be responsible for paying the other joint tenants their share when the deposit is returned.

The lead tenant could be the:

- person chosen as the lead tenant when you signed your agreement.
- first joint tenant to contact the scheme during or after the tenancy.

Practice considerations

Each scheme has an online process for the return of the deposit; however it is not the responsibility of the rent deposit scheme provider or the landlord/letting agent to individually provide the deposit to the named tenants or to manage disputes between tenants regarding splitting the deposit repayment.

It is important for the practitioner and the survivor to consider that if the joint tenancy ends and the deposit is returned to the tenants, there is a possibility that the perpetrator could arrange for the deposit to be given solely to them, particularly if they are named as the 'lead tenant' with the deposit scheme or has instructed the landlord/letting agent to have the deposit returned to them or their sole bank account.

To manage this potential issue, it is important for the survivor to know how much deposit was paid when they started their tenancy, how their deposit is protected and managed, and which scheme protects their deposit. If they do not know this already, this should be in their rental contract, or their landlord/letting agent should inform them.

Once they have established which protection scheme holds their deposit (or perhaps contacted the landlord/letting agent directly), they should find out from who is named as the lead tenant and which bank account this is attached to. They should take care to ensure that the perpetrator will not be alerted if lead tenant or bank account information is changed. It may be worthwhile for the advocate to first contact the deposit protection scheme to enquire as to how they manage these types of disputes normally and whether any other named tenants are alerted, especially if the perpetrator is the named lead tenant.

If the survivor is the sole tenant, it is still worthwhile to clarify all of these details and ensure that they are the named lead tenant, and that any return of deposit is attached to their bank account.



Liability for rent arrears and damage

Within a joint tenancy, all co-signatories (e.g. the survivor and the perpetrator) are also jointly and severally liable for the payment of rent and any arrears and damage in relation to the shared tenancy until that tenancy ends. This is particularly important to consider when the survivor or perpetrator may have physically left the property, but the tenancy agreement is ongoing, and they are named on this tenancy. Also, If the survivor is a sole tenant on a property, they will be liable for any arrears or damage even if they are not caused by them or are the result of domestic abuse.

Perpetrators may cause damage and accrue rent arrears as a direct form of economic abuse. Rent arrears may also be a consequence of other forms of economic and financial abuse from the perpetrator, such as taking funds from a joint bank account or forcing the survivor to leave her job or by taking her benefits. The perpetrator may also cause damage as a direct form of economic abuse, or it can be the result of the perpetrator's physical abuse, threats, and intimidation.

These forms of abuse may limit the survivor's ability to pay the rent, cover the debt of arrears and the costs of damage. The risks associated with accruing rent arrears and damage as a form of economic abuse and coercive control are multiple and complex:

- Survivors are placed at risk of eviction from their current tenancy due to rent arrears and uncovered costs of damage.
- Survivors are at risk of future financial hardship and debt which will make it difficult to cover their other costs and economic needs.
- Economic abuse will impact a survivor's ability to secure future housing. For example, it could affect their credit ratings, their references for a new tenancy, or their ability to cover a new deposit or rent payments, especially if arrears and damage are subtracted from the shared deposit and then split with the perpetrator (or even fully taken by the perpetrator).

Practice considerations

If a survivor is liable for arrears and/or damage due to domestic abuse, it may be worth exploring with her how these debts can be managed to minimise the impact on her housing and finances.

First, she may want to consider discussing the reason for the rent arrears and/or damage with the landlord/letting agent and discuss how they can support her to manage repayment. As the advocate, you may be able to support with these conversations. Citizen's Advice provides **guidance for tenants dealing with rent arrears**, particularly regarding determining if you are responsible for rent payment, how much you owe, whether you can get benefits. This includes discretionary housing payment (DHP) which you may be able to get if you already receive Housing Benefit or Universal Credit and you cannot pay your rent.

If the survivor is concerned that she cannot manage ongoing rent payments, Citizen's Advice also offers information regarding **how to manage renting costs** and how to get help with a deposit.

If the perpetrator is continuing to cause damage, it also may be worth considering whether other protective measures need to be considered to restrict the perpetrator's access to the property and disrupt the perpetrator's behaviours, such as temporary protective orders, contacting the police, requesting sanctuary measures, or even ending the tenancy with the perpetrator.

The details on these protective measures are outlined below but should only be considered in the context of the survivor's wider needs and circumstances, particularly regarding whether she does wish to remove the perpetrator from the property/restrict his access, or whether she intends to still live with him.



Anti-social behaviour (ASB)

A perpetrator may use anti-social behaviour (ASB) as a specific form of abuse and coercive control, such as the use of alcohol or drugs at the property, yelling, screaming, banging on walls, slamming doors, breaking doors and windows, or acting aggressively towards neighbours. As discussed above, these behaviours can increase the likelihood of damage caused to the property, for which the survivor may be liable, but there is also an increased likelihood that the perpetrator's abusive behaviour can be misidentified by landlords and neighbours as anti-social behaviour caused by the survivor. The consequences of this for survivors again are multiple and complex, but some of these may include:

- Isolation from the landlord, neighbours, and friends because of the perpetrator's anti-social behaviour.
- The threat of eviction or injunctions for breaking the terms of the rental contract which will include anti-social behaviour.
- The costs of damage incurred because of ASB.
- Domestic abuse misidentified as ASB, which may result in the survivor being penalised rather than supported, including police action.

Practice considerations

How a survivor can put safety measures in place in these situations is dependent on their individual needs and circumstances.

If the survivor feels confident in their relationship with the landlord/letting agent, they may wish to discuss this situation with them so that there is clarity regarding the cause of ASB and their role as a victim in this situation. This may decrease the likelihood of the landlord/letting agent viewing all the occupiers as problematic and giving notice of eviction. If the landlord/letting agent is supportive, it can lead to them working alongside the survivor to achieve safety and maintain their tenancy.

If the ASB caused by the perpetrator has caused damage to the property for which the survivor is financially liable as a tenant, informing the landlord/letting agent of the situation may mean they are more likely to support them to manage these debts and costs, and to maintain their tenancy.

However, the survivor may not be confident that the landlord/letting agent will react favourably and may not wish to give them information regarding the domestic abuse. The survivor also may not wish to end their relationship with the perpetrator or actively remove them from the

property, and by informing the landlord/letting agent of this issue, they may fear it will increase the likelihood of abuse or place pressure on the survivor from the landlord/letting agent to remove the perpetrator or evict them. All potential outcomes should be discussed and considered with the survivor you are supporting, so that they can make an informed decision about how to respond.



Housing benefit & Universal Credit

If the survivor and perpetrator share a joint tenancy and qualify for housing benefit, then the housing benefit will be calculated based on their combined earnings and can only be paid towards the shared property.

Perpetrators may use this to their advantage as another form of coercive control and economic abuse. For example, the perpetrator may gain access to the survivor's login details and control all the benefits and/or funnel them into their own account. If the survivor has additional needs, such as a disability that qualifies them for additional benefits, the perpetrator may gain control of those benefits as well, for example, by naming himself as the carer and seeking carer's allowance.

If the perpetrator has control of the survivor's benefits, this may prevent her from being able to use the benefits towards other costs, which may lead to debt and financial difficulty, including rent arrears and potential eviction. In some cases the survivor can even become implicated in benefits fraud investigations. By taking control of those benefits, it may also prevent the survivor from being able to leave the abusive partner if she does not have the financial means to do so.

Access to housing benefit and Universal Credit toward alternative accommodation

A survivor with either a single or joint housing benefit or Universal Credit claim at the property shared with the perpetrator may be able to claim benefit in respect of rent at another property, for instance a refuge or other temporary accommodation, for up to 12 months under the relevant two homes rules.

Therefore, she does not need to immediately end her benefit claim at the address shared with the perpetrator (or solely in the survivor's name) in order to access refuge or other temporary accommodation. It is important to note that if she does decide to end her benefit claim at the address shared with the perpetrator and she is a tenant at that property she will still be jointly and severally liable for rent, rent arrears and the cost of damage for the shared tenancy with the perpetrator until that tenancy has ended. After the tenancy ends, any remaining arrears and damage will be deducted from their shared deposit. As such, it is important that the survivor end a tenancy before seeking to end her benefit claim for that property.

Private landlord discrimination

If a survivor needs to access housing benefit to cover their private rent solely or jointly, they may experience discrimination from the landlord/letting agent who could claim that they do not accept tenants receiving DSS/universal credit to cover rent. Discrimination against potential tenants' accessing DSS is now illegal and considered discrimination under the Equality Act. More information can be found on [**Shelter's webpage on the no DSS court ruling**](#).

Temporary protection orders

Temporary measures such as a Non-molestation Order, Occupation Order, Restraining Order or Domestic Violence Protection Order can be used to suspend a perpetrator's right to a property.

These orders can provide protection and respite by removing and preventing the perpetrator from accessing the family home. They can also give the survivor the opportunity to consider the housing path she wishes to take. Occupation Orders may also be used to:

- remove the perpetrator's right to give notice to end the tenancy.
- require them to continue to pay rent towards the property.
- extend the survivor's right to the property as a co-habitant.

If the survivor you are supporting has any concern that the perpetrator may not contribute rent/mortgage or that they may end their tenancy during the period of the order, it is important to express this concern when drafting the order application with a solicitor.

It is also worth noting that these orders do not end the perpetrator's rights to the property, but only temporarily suspend them. The order does not affect the tenancy, which means that if the perpetrator is the sole or joint tenant, they will still be the sole or joint tenant when the order ends. It also means that if the survivor is not a named sole or joint tenant, for example, the survivor is a co-habitant or married/civil partner of the tenant and not a named tenant, the Occupation Order does not have the power to add them to the tenancy.

While a court order is in place, the survivor could access security measures and change locks if her tenancy agreement allows and/or landlord is willing to give permission. Again, it may be worthwhile to consider explaining the domestic abuse situation to the landlord/letting agent when requesting these changes. It may also be worth suggesting an agreement with the landlord that any additional security measures could be removed at the end of the tenancy and that these can be put in place without any cost to the landlord.

Changes to temporary orders

It should be noted that the Domestic Abuse Act 2021 will introduce a new kind of protective order called the Domestic Abuse Protection Order. This is currently scheduled to come into force in early 2023 and will give the courts broad powers to impose any requirements necessary to protect a survivor from domestic abuse. These orders are likely to replace the framework of orders set out above.

Removing a tenant from a PRS tenancy agreement

A survivor may have considered whether she can maintain her tenancy while simply removing the perpetrator from the tenancy, however removing a tenant from a tenancy without an order from the family court is a complex issue, and in most cases the survivor will need legal advice and assistance. It may be possible for a co-operative perpetrator to “assign” his interest in the tenancy to the survivor, but this will depend on the terms of the tenancy agreement.

In most cases the tenancy agreement will require the landlord’s consent for assignment. The landlord may not be willing to agree if they are not satisfied that the survivor is able to pay the rent on her own. Even if all parties agree to an assignment it will need to be done by deed which will require the assistance of a housing solicitor.

After the end of the fixed term, either one of joint tenants are able to end the tenancy by giving notice (see below), therefore if the private landlord is willing to agree, the survivor could end the existing tenancy and sign a new one in her sole name with the landlord. If she is not a co-tenant, then this will not be possible, and the landlord will need to end the tenancy of the perpetrator in the usual way by serving notice and then bringing court proceedings if necessary.

Again, as this relies on the co-operation of the landlord, the survivor may face issues if she cannot show she is able to meet the rental liabilities on her own. It may therefore be worth preparing evidence that shows that the survivor can cover the rent through income and/or benefits to use when approaching the landlord for consent.

Perpetrators of abuse may also use the threat of removing the survivor from the tenancy as a form of coercive control, and its important to know the survivor’s rights based on whether she is a co-tenant, which would prohibit him from removing her without her consent (although he may be able to end the tenancy).

Ending a joint tenancy

As outlined above, if the survivor wishes to stay in her PRS property long term without the perpetrator as a co-tenant, she may wish to consider ending her tenancy with the perpetrator and signing a new contract with the landlord. How and whether a joint tenancy can be ended by either or all joint tenants is dependent on whether the tenancy agreement is fixed term or periodic.

Ending a fixed-term contract: If the survivor and perpetrator are on a joint ‘fixed-term’ (this means that the contract is for a fixed amount of time, usually six months to a year contract), neither party can give notice to end a tenancy agreement early without the other party’s consent. However, the tenancy can only be ended by the tenants if there is a break clause in the tenancy that allows them to do this at a specific time. If there is not a break clause to use, then the joint tenants are bound to the contract until it ends.

Ending a periodic contract: If the joint contract is ‘periodic’, which often refers to when a fixed-term contract ends and the tenants remain in the property on a ‘rolling basis (week by week or month by month), then any joint tenant can give notice to end the tenancy without the other tenants’ consent or knowledge.

There are numerous reasons why a survivor may consider ending a joint tenancy with her perpetrator within the context of domestic abuse:

- The survivor may wish to leave the property that she shares with the perpetrator in order to access alternative accommodation-needing to accessing housing benefit, rent payment and deposit.
- The survivor may wish to end her tenancy with the perpetrator in order to remove him from the tenancy agreement. With the landlord’s agreement, she could then begin another tenancy at the same property in her sole name which means that: the perpetrator no longer has the right to access the property; and she can change locks (with the landlord’s consent) and take other measures to safeguard herself and her home from the perpetrator.
- The perpetrator and the survivor may jointly wish to end the tenancy.

Equally, the opportunity to end a tenancy could be used as a tool by perpetrators to force the survivor to leave the property and become homeless without her consent or knowledge. The perpetrator may do this as a form of abuse and to threaten the survivor with homelessness. The perpetrator may also choose to end the tenancy if they know the survivor wants/needs them to leave and they do not want to remain liable for any costs related to the property.

For example, if the perpetrator is removed from the property due to bail conditions or due to a temporary legal order such as an Occupation Order or a Domestic Violence Protection Order, he may choose to end the tenancy as a form of retaliation or to not remain liable for costs while not residing there. As outlined in the temporary protective measure section, if the survivor believes this is a risk, she can request that the temporary protective measures prohibit the perpetrator from giving notice to end the tenancy and may require his continued contribution to the rent, for which he is still liable. Advise the survivor to discuss this option with her legal advisor.

Practice considerations for survivors ending a tenancy shared with the perpetrator to find alternative accommodation

If a survivor needs to flee their jointly rented accommodation due to domestic abuse and has not ended the tenancy, she will still be liable for rent and damage and her deposit will be linked to that tenancy for which she may or may not be the named lead tenant. Whether she can end the tenancy when fleeing due to domestic abuse again depends on the tenancy agreement.

If it is a periodic contract, she can end that tenancy without other tenants' consent or knowledge and thereby access the deposit (subject to the practical issues which may arise if the perpetrator is the named lead tenant with the protection company) and after she has left the property will no longer be liable for ongoing arrears or damage, although she will be jointly and severally liable for previous arrears and damage which may be deducted from the shared deposit. If it is a fixed-term contract, she will not be able to end her tenancy without the other tenants' and her landlord's consent, unless there is a break clause, and will not be able to access her deposit or contribution towards the deposit.

If the survivor wishes to end the periodic tenancy it is important to consider that there is no guarantee that the landlord/letting agent will grant her a new tenancy. There may also be a risk of harm from the perpetrator if she takes action to end the perpetrator's tenancy without their consent or knowledge.

It may be worthwhile to consider what she wants to do, what safety measures can be put in place to protect her from the perpetrator if she chooses to end her tenancy, and whether she feels confident and comfortable to discuss her situation in confidence with the landlord/letting agent to ascertain whether they would agree to a new tenancy with her going forward.

If successful, with a new tenancy in her own name, the survivor will be able to access security measures and legally change locks with the landlord/letting agent's permission. However, the deposit for the joint tenancy would be linked to her previous tenancy and shared with any joint tenants. Any rent arrears or damage would be deducted from that deposit before it is returned to the lead tenant, who will allocate it amongst other joint tenants. If the survivor begins her own tenancy, she will need to supply a new deposit.

If the survivor is unable to cover the deposit on her own, she may be eligible for support from the local authority through a rent deposit scheme.

There also may be a flexible funding scheme in place, which can be potentially used to cover a deposit on a new property, or any other financial requirements to maintain the property, such as household appliances or furnishings.

Once the survivor is a sole tenant, they also may be eligible for increased housing benefit as a single household. More information can be found through the local Citizen's Advice Bureau branch, or on their website page on [private renting: getting help with renting costs](#).

Leaving a tenancy

If the survivor is not a named tenant

If the survivor is not a named tenant, they do not need to end the tenancy to leave and are not liable for rent or debts to the property and will not have access to the deposit directly from the landlord.

If the survivor is a sole tenant

If the survivor is the sole tenant of the property, they are not dependent on the permission of the perpetrator to end a tenancy, however they do need to check whether their specific tenancy type and contract will allow them to end the tenancy early. Again, speaking to the landlord/letting agent about their circumstances, may be worthwhile to consider if they trust their landlord/letting agent and feel it may lead to permission to end the tenancy early. If the survivor is reliant on housing benefit or universal credit, the two homes provisions may be of assistance in meeting the rental obligations on a private tenancy which cannot be ended but which is no longer safe for the survivor to occupy.



Access to enhanced security measures and lock changes

Even if a perpetrator (or survivor) has agreed to leave a property and is no longer physically residing there, if they are still a sole or joint tenant and there is no court order in place to suspend their rights to the property, then both parties still have the right to access and reside in that property.

This means that, in law, neither tenant can take actions to prohibit the other from entering the property, including changing the locks. With the landlord's permission they still may be able to get enhanced security measures through local Sanctuary or Bobby Van Schemes.

Therefore, to have the locks changed after the perpetrator has physically left the property, this requires that either:

- It is a sole tenancy in the survivor's name.
- The tenancy has been validly assigned to the survivor by deed.
- The perpetrator has been removed from the joint or sole tenancy by a court order and transferred into the survivor's name.
- The perpetrator's rights to the property have been suspended due to a court order, e.g. an Occupation order, Domestic Violence Protection Notice, Domestic Violence Protection Order, Non-Molestation Order, Restraining Order.
- The tenancy has ended, and the perpetrator is no longer a tenant.

There also may be issues getting the landlord/letting agent to give their consent for security adjustments to be made to the property and/or for the locks to be changed. It is also a requirement of many Sanctuary Schemes to gain landlord consent. For this reason, it may be worth considering whether the survivor feels comfortable discussing the situation with the landlord/letting agent. This could include letting them know that the measures are free, and they could agree to have the security measures removed once the tenancy ends.

Dealing with evictions

Tenants living in the PRS are at an increased risk of eviction compared to tenants living in social housing. This is mainly due to Section 21 no fault evictions, which allows a private landlord to evict a tenant without cause or reason for tenants on a rolling, periodic or fixed-term contract. If your client has been served a section 21 notice or any other notice, Shelter provides detailed guidance regarding the eviction process and how a tenant can protect their rights throughout this process. If your client has been served with a notice, we suggest they seek advice from a housing solicitor. Free advice and assistance from legal aid housing solicitors is available to those who are financially eligible.

In addition, survivors are also more likely to be at risk of eviction due to the increased likelihood of rent arrears, damage to the property, and convictions/complaints regarding anti-social behaviour caused by the perpetrator as a form of economic abuse and/or coercive control.

If the arrears, damage and/or alleged anti-social behaviour is linked to domestic abuse, it is worth considering with your client whether there is any benefit in discussing the situation with the landlord/letting agent, and to ask for support to maintain the tenancy and manage these concerns. For example, where there are accusations of anti-social behaviour, asking for support to keep the property secure through allowing security measures through a Sanctuary Scheme. Or working with the tenant to set up a payment plan to deal with a history of rent arrears.

If the client does not feel confident in speaking to the landlord/letting agent about their experience of domestic abuse, it is also worth considering whether this should be mentioned in any efforts to contest the eviction. This should be discussed with Shelter, Citizen's Advice, and as soon as possible, a Housing Solicitor.

If the client does not wish to maintain their tenancy and wishes to seek accommodation elsewhere, it is worth considering how you can support the client to regain their deposit and access alternative accommodation or supporting them to make a homelessness application to the local authority.



Presenting to the local authority as homeless

While some survivors may benefit from the information and advice given above about how to maintain their home and increase their safety while living in the PRS, many survivors may still find that it is too dangerous, uncertain, or unaffordable to remain in their home, and they must seek alternative accommodation and risk becoming homeless.

Survivors living in the PRS have the same rights when presenting as homeless to the local authority due to domestic abuse as an individual living in social housing or any other type of accommodation.

An individual is considered homeless if they are at risk of domestic abuse in their home. This means that the survivor can make a homelessness application if they cannot stay in their home due to domestic abuse.

With the passing of the Domestic Abuse Act 2021, all survivors of domestic abuse who are homeless as a result of domestic abuse are considered priority need and must be provided with emergency accommodation if they need it (if they are eligible for homelessness support, which relates to immigration status). A survivor can approach any local authority they choose, and they cannot be forced to go back to their local area if it is unsafe to do so due to domestic abuse.

The local authority cannot require you to provide evidence of domestic abuse in order to provide you with immediate support, however they may ask you questions about your domestic abuse situation. With your permission, they may seek further information from police, professionals, family and friends to consider your homelessness application once you've been made immediately safe.



Entering the PRS after fleeing domestic abuse

If a survivor you are supporting has been forced to leave their home due to domestic abuse and has been placed in refuge or other temporary accommodation, they may be offered PRS accommodation as one of or their only permanent accommodation options.

Some survivors may be strongly encouraged by the local authority to take this offer, and therefore remove their option to wait on social housing priority lists or give up their secure social tenancy for the property from which they've been forced to flee. Any survivor who has received an offer of this kind and is considering rejecting it must get urgent legal advice, as this can have severe consequences for their homelessness application.

This issue can be hugely problematic for survivors who are forced to give up their secure and affordable tenancy, to enter the PRS where landlords may be discriminatory, where tenancies are insecure, and where benefit caps may leave them with higher rents, and where they must also provide references, a credit check and a deposit. A survivor in this position would be well advised to get advice from a housing lawyer on their options before giving up their social tenancies.

Within these situations, the survivor may be able to access support from the local authority to access discretionary housing payment, a deposit support scheme and other PRS schemes that supports individuals who are homeless or at risk of homelessness to access PRS accommodation. As their advocate, the survivor may want you to advocate on their behalf with the local authority to provide these support options as a means to accept their housing offer.

Under the new Domestic Abuse Act 2021, from 1 November 2021 local authorities will be required to grant lifetime secure tenancies to survivors who have had lifetime tenancies of social housing when they are granting a tenancy for reasons connected with domestic abuse. Unfortunately, this will only apply where the local authority is already granting a tenancy to the survivor, so it will not prevent the practice of making PRS offers to end the homelessness duty or give survivors any guarantee of getting a council tenancy.

Helpful guidance questions to explore with survivors living in the PRS

To fully support a survivor to access safety and housing security in the PRS (or any housing situation), it is important to first establish exactly what they want and need to achieve safety and housing security, and then go from there to determine how to help them achieve this. Some basic questions include:

- **What do you feel you need to achieve safety?**
- **Would you like to stay in your home if possible or do you feel you need to relocate?**
- **If you want to stay in your own home, what do you feel needs to happen so that you feel safe and secure in your home?**
- **How would you like me to help you do this?**

Once you have supported your client to consider how they want to achieve safety and housing security, it is important to consider what needs to happen order to do this. An individual's housing options and risks will be largely determined by their housing circumstances, e.g. whether they have a fixed-term or periodic tenancy, whether they have a joint tenancy with the perpetrator or other tenants, whether their name is on the tenancy agreement, etc.

For all these reasons, the next step to supporting a survivor to respond to their housing needs is to understand their housing circumstances and their tenure type and then seek advice from a housing expert.

Tenancy and contract

- What kind of tenancy agreement do you have? If they are unsure, they can use the [**Shelter Tenancy Rights Checker**](#).
- Is your tenancy fixed term or periodic contract? E.g., is it for a set number of months or years (fixed term) or is on a rolling basis (periodic)?
- If fixed term, has it ended? If so, are you still living in the property?
- Are you a named tenant on the tenancy agreement?
- Is anyone else a named tenant on your tenancy agreement? E.g. a family member or the perpetrator?
- Are you the married or civil partner of a tenant?
- Are you a co-habitant or lodger?

- Who else do you live with? Are they a named tenant on the tenancy agreement?
- Is your property managed by the landlord or through a letting agent? What are their details?

Landlord/Letting Agent

- Is your property managed by the landlord or through a letting agent? What are their details?
- Is the landlord/letting agent aware of the domestic abuse?
- Would you feel it is helpful to speak to your landlord/letting agent about the abuse?

Rent, Arrears and Housing Benefit

- How is your rent paid? E.g., from your bank account or someone else's?
- Do you have any rent arrears or damage to the property that you are liable for?
- Do you currently receive housing benefit or Universal Credit towards your privately rented property?
- If you do receive housing benefit or Universal Credit, is it shared with the perpetrator or anyone else? Whose account is it paid into?
- Do you have access to your benefits?

Deposit

- Did you pay a deposit for your home? Do you know how much?
- Do you know how your deposit is protected? Do you know what type of scheme this is and who the provider is?
- If you have a joint tenancy with the perpetrator, do you know who the nominated lead is for the deposit and which bank account this is linked to?
- If it is a sole tenancy for the perpetrator, did you contribute to the deposit?
- If it is a sole tenancy for the victim, have you confirmed that the deposit is linked to your bank account and details rather than the perpetrator's?

Perpetrator's abuse

- Has your abuser directly or indirectly caused rent arrears to the property? For example, not paying the rent or controlling money towards the rent (including benefits), or sabotaging your income/employment?
- If so, has there been any consequences from this such as eviction or threat of eviction or debt?
- Has your abuser directly or indirectly caused damage to the property? E.g. breaking windows or doors and locks, throwing objects, breaking appliances, and furniture?
- If so, has there been any consequences from this such as eviction or threat of eviction or debt, or damage to your own property?
- Has your abuser directly or indirectly caused anti-social behaviour? For example has their abusive behaviour led to calls from neighbours or the landlord/letting agent to the police? Has your abuse directly abused or harassed neighbours?
- If so, has there been any consequences from this, such as a criminal charge or conviction, eviction, threat of eviction / injunction, or debts to the property?

Temporary protective measures

- Do you wish to remain in the property if possible?
- If you are living with the perpetrator and you wish to remain in your home, do you feel you need (or is there currently) a court order in place to remove your abuser from the property temporarily and ensure he cannot attend the property?
- Do you want the court order to specify that he must continue to pay rent?
- Do you want the court order to specify that he cannot end the tenancy without your consent?
- If you fear the perpetrator may end your tenancy without your consent as a joint tenant, do you feel comfortable informing your landlord/letting agent about this?
- Do you feel you need other protective measures in place, such as additional security measures or lock changes? Do you feel comfortable seeking your landlord/letting agent's permission for these alterations?

Maintaining the tenancy

- If a joint tenancy with the perpetrator, do you feel confident that they would voluntarily leave and give you the tenancy? If so, what is the safest way to communicate with them about this? E.g. via the advocate, landlord or letting agent?
- If you don't feel confident that the perpetrator would voluntarily leave and give you the tenancy, do you wish to explore ending your tenancy and starting a new one in your own name?
- If so, would you feel confident discussing this with the landlord/letting agent to explore these options?
- As a sole tenant, would you be able to cover rent and deposit?
- If not, would you like to seek support to cover rent and deposit? E.g. a deposit support scheme, housing benefit, and if available in the local area, flexible funding? It may be worthwhile to evidence how you'd be able to cover rent as a sole tenant before approaching your landlord/letting agent about becoming a sole tenant.
- If you do not feel you have an option for the perpetrator to be removed from the tenancy or to end the tenancy and begin a sole tenancy, would you like to seek legal advice regarding a transfer of tenancy? If so, they will need to seek advice from a family law solicitor, however, this is a long process and not an immediate remedy. The process can be begun at the same time as seeking a non-mol or Occupation order.

Leaving the tenancy

- If you share a joint tenancy with the perpetrator, and/or other tenants, do you feel you'd be able to negotiate ending the tenancy and have with your co-tenants and landlord? If so, what is the safest way to do this?
- If you have a joint tenancy, the fixed term of the tenancy has ended, and you do not think your co-tenant will consent, would you consider ending the tenancy without consent in order to end your liabilities?
- If you are the sole tenant, are you able to give notice to end your current tenancy contract?

Useful Resources

- **Applying for a transfer of tenancy (Rights of Women)**

This guide explains when it is possible to apply to transfer a tenancy into your sole name.

<https://rightsofwomen.org.uk/wp-content/uploads/2019/07/Applying-For-A-Transfer-Of-Tenancy.pdf>

- **A guide to living together and the law (Rights of Women)**

This legal guide gives an overview of the law on cohabitation if you are living with your partner or you are planning to live with your partner and you are not married or in a civil partnership.

<https://rightsofwomen.org.uk/wp-content/uploads/2014/10/PDF-guide-to-living-together-and-the-law.pdf>

- **Finding a safe place to live (Surviving Economic Abuse)**

This guidance outlines some of the options that you have if your abuser's behaviour has made your housing situation unstable, and the support that may be available to help ensure you have a safe place to live.

<https://survivingeconomicabuse.org/i-need-help/housing/finding-a-safe-place-to-live/>

- **Housing rights of cohabiting sole tenants (Shelter)**

Housing rights for cohabiting sole tenants including Occupation orders, Housing rights if one partner is the sole tenant, occupation options for the non-tenant/licensee partner to stay after a relationship breakdown, liability for rent for sole tenancies.

https://england.shelter.org.uk/professional_resources/legal/relationship_breakdown/housing_rights_of_cohabiting_sole_tenants

- **Private renting advice (Citizen's Advice)**

Advice on renting from a private landlord if you have an assured shorthold tenancy.

<https://www.citizensadvice.org.uk/housing/renting-privately/>

- **Private renting advice (Shelter)**

Advice on finding a home with a private landlord, paying rent and other costs, rental agreements, problems during a tenancy and what to do when you leave, including due to a relationship breakdown.

https://england.shelter.org.uk/housing_advice/private_renting

- **Relationship breakdown: joint tenancies (Shelter)**

Find out about your options if your relationship breaks down when you have a joint tenancy in a private rented home and one of you wants to move out.

https://england.shelter.org.uk/housing_advice/private_renting/relationship_breakdown_joint_tenancies

- **Staying on the property ladder if you are married/divorcing (Surviving Economic Abuse)**

This guidance outlines some of the options that you may have and the support that may be available to help you stay in your own home or on the property ladder after separation.

<https://survivingeconomicabuse.org/i-need-help/housing/staying-on-the-property-ladder-married/>

- **Staying on the property ladder if you are unmarried (Surviving Economic Abuse)**

This guidance outlines some of the options that you may have and the support that may be available to help you stay in your own home or on the property ladder after separation if you are not married.

<https://survivingeconomicabuse.org/i-need-help/housing/staying-on-the-property-ladder-not-married/>

- **What rights do lodgers have? (Citizen's Advice)**

<https://www.citizensadvice.org.uk/housing/renting-a-home/subletting-and-lodging/lodging/what-rights-do-lodgers-have/>

- **Grant search tool for help with rent arrears**

<https://grants-search.turn2us.org.uk/>

- **For Refugees**

<https://www.gov.uk/government/publications/welcome-a-guide-for-new-refugees/>

<https://www.refugeecouncil.org.uk/get-support/services/private-rented-scheme/>

<https://www.refugeecouncil.org.uk/resource-category/guides-for-refugees/> ([Banking guide](#))

- **Tools to calculate DHP, PIP & benefits guides**

https://england.shelter.org.uk/housing_advice/benefits/discretionary_housing_payments_dhp

<https://www.advicenow.org.uk/pip-tool>

<https://www.turn2us.org.uk/Benefit-guides/Universal-Credit/Claimant-Commitment-Conditionality>



Glossary

Anti-social behaviour (ASB)

Anti-social (ASB) behaviour is defined as persistently acting in a way that causes or is likely to cause alarm or distress to people in another household. Domestic abuse is often wrongly categorised as antisocial behaviour – for example someone complaining about their neighbours having a loud argument – which leads to landlords/letting agents wrongly taking punitive action against the survivor, for example by sending warning letters or making threats of eviction.

Assured shorthold tenancy

This tenancy type was established in the Housing Act 1988 and it is important to know that it is different to an ‘assured’ tenancy. Most private renters have assured shorthold tenancies. The main aspect of this type of tenancy is that the landlord can evict a tenant without a reason, but they must follow the correct procedure by issuing you with either a section 21 or section 8 notice.

Assured tenancy

This tenancy type was established in the Housing Act 1988, and it is important to know that it is different to an ‘assured shorthold’ tenancy. It isn’t a very common tenancy type in the private rented sector and provides more rights for the tenant than an assured shorthold tenancy.

For example it is much harder for a landlord to evict their tenant if they have an assured/regulated tenancy. If you are private rented tenant then you would only have an assured tenancy if you (a) moved in between 15 January 1989 and 27 February 1997 and your landlord did not give you a notice saying that you have an assured shorthold tenancy (b) moved in after 27 February 1997 and your landlord gave you a written notice saying that you have an assured tenancy, or you previously had an assured tenancy in the same accommodation with the same landlord.

Break clause

In a fixed-term tenancy contract, a break clause gives the landlord and/or tenant the right to end a fixed-term tenancy before the expiry of the fixed-term period. Break clauses can exist in any type of fixed-term tenancy but are mainly found in fixed-term assured shorthold tenancy agreements. A break clause usually specifies the length of notice required to end the tenancy by both the tenant and the landlord.

Co-habitant

A living arrangement whereby a couple who is not married or a couple who is in a civil partnership live together in the same household. The term can apply to opposite sex or same-sex couples. The law gives cohabiting couples fewer rights on separation or death than for civil partners or married couples. An individual can be a co-habitant and a tenant. By being a co-habitant with the perpetrator, you have the rights to claim an occupation order and/or a transfer of tenancy. If you are a co-habitant but not a tenant, you have no rights without an occupation order or transfer of tenancy as you do not have marital home rights.

Credit check

A credit check, also known as a credit rating check or credit search, when a company looks at information from your credit report to understand your financial behaviour. This provides them with a credit score which will, among other things, give them an idea of how likely you are to repay any money you borrow. Companies who might do credit checks include letting agents and landlords; banks; utilities suppliers (water, gas, electric etc); mobile phone companies; and employers.

Deposit

A deposit in tenancy terms is a sum of money which a landlord requires a tenant to pay at the start of the tenancy or which the landlord holds over from a previous tenancy with the same tenant. The money provides security in case the tenant does not meet their obligations in connection with the tenancy such as non-payment of rent, damage to the property, or removal of furniture. From 01/06/19 a deposit on a property where the total annual rent is less than £50,000 cannot be more than five weeks' rent.

Deposit protection scheme

With effect from 6th April 2007 a deposit paid in relation to an assured shorthold tenancy must be protected by a government-approved deposit protection scheme. At the end of a tenancy the landlord/letting agent should return the deposit to the tenant minus any allowable deductions – i.e. unpaid rent or property damage. There are two types of schemes – custodial and insurance. In a custodial scheme, the deposit protection company holds onto the deposit for the landlord/letting agent. In an insurance scheme the landlord/letting agent retains the deposit and pays the company a fee to protect it.

Discretionary housing payment (DHP)

A Discretionary Housing Payment (DHP) is a one-off and/or short-term payment that helps people with their housing costs, such as a rent shortfall / arrears, rent deposits and rent in advance if they need to move home. Applications for a DHP are made to the local authority and the applicant must be in receipt of Housing Benefit or Universal Credit to be eligible.

Domestic Violence Prevention Order/Notice (DVPO/N)

Domestic Violence Protection Orders and Domestic Violence Protection Notices, also known as DVPOs and DVPNs may be used following a domestic abuse incident to provide short-term protection to the survivor when the perpetrator hasn't been arrested but positive action is required, or where an arrest has taken place, but the investigation is in progress. The process is designed to give breathing space to victims by granting a temporary respite from their abuser and allowing referral to support services without interference. The DVPN is served on the perpetrator by the police notifying them that an order is going to be applied for at court, and the DVPO is the order which is granted by the court following an application made by the police.

Equality Act

The Equality Act was passed in 2010 with the primary purpose of bringing together many Acts and Regulations that formed the basis of anti-discrimination law in England, Scotland, and Wales, with some sections also applying to Northern Ireland. The Act protects people against discrimination, harassment, or victimisation in employment, and as users of private and public services based on nine protected characteristics: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

Fixed-term contract

Most tenants will start their tenancy on this contract, which sets out a fixed term of usually 6-12 months. Once the fixed-term ends, tenants have a choice of either signing a renewal agreement for a new fixed-term tenancy, letting it become a rolling or periodic tenancy, or leaving the tenancy. You can end the tenancy and leave following the last day of the fixed-term or use a break clause in the contract, however most contracts say you have to give notice.

Flexible funding/hardship funds

Flexible funding and hardship funds are designated funding pots that can provide people with relief from financial hardship. Flexible funding in particular is very low-barrier, and, unlike most other funding sources, there is no set list of what will be funded, and applicants are encouraged to ask for whatever will make the most difference to their situation. For example, a flexible funding pot that is designed to help people maintain safe and secure housing might provide funds for a survivor to decorate their home so that it feels more comfortable; or might pay off a survivor's rent arrears; or might pay for childcare costs while the survivor attends therapy.

Housing Benefit

Housing Benefit can help someone pay their rent if they are on a low income or if they already claim benefits. It is one of the 'legacy' benefits, which have now been replaced by Universal Credit and generally only applies to someone if they are pension age, or if they're staying in a refuge, hostel, or some types of supported or temporary housing. If a couple who lives together makes an application, then they are classified as one claim for the purposes of Housing Benefit. This is a situation where a perpetrator may apply for Housing Benefit for themselves and the survivor but do it in their own name and the survivor does not have access to it. It is important to remember that most people aren't eligible to make a new Housing Benefit claim and must apply for Universal Credit instead.

Jointly and severally liable

In tenancy terms, joint and several liability is when all tenants are equally responsible for the terms and conditions of the tenancy agreement. For example, in the case of a joint tenancy, all joint tenants are equally liable for payment of rent and any arrears and damage in relation to the shared tenancy until that tenancy ends. If a joint tenant dies, disappears, or is declared bankrupt, the other(s) remain fully liable to pay for any further rent/arrears/damage.

Joint tenancy

You have a joint tenancy if you and the other tenants all signed a single tenancy agreement with a landlord when you moved in, and you are all named as tenants on the agreement. If you have a joint tenancy, you and the other tenants have the same rights and liabilities.

Landlord

A landlord is the owner of a property which is rented or leased to an individual or business. They are responsible for making sure the property is habitable, safe, and clean for the tenants and that it meets regulatory standards. A landlord might do all aspects of the property management and administration themselves or outsource this work to a letting agent.

Lead tenant

Deposit schemes require a lead tenant be named on the tenancy – they will be the representative to act

on behalf of all the other tenants when dealing with the deposit. Where there are multiple tenants, generally the landlord will pick one of the tenants to be the lead tenant, but another tenant can nominate themselves in writing.

Letting agent

A letting agent is a facilitator through which an agreement is made between a landlord and tenant for the rental of a residential property. On behalf of a landlord the letting agent takes full control managing all aspects of letting a property, including seeking tenants, property maintenance and rent collection.

Licence agreement

A license agreement is different to a tenancy agreement and generally means someone has fewer rights and can be evicted more easily. Normally a licence applies to: accommodation provided by a charitable organisation on a temporary basis, family arrangements where a sibling stays at a property when they are 'between accommodation', provision of accommodation as part of a job, or hotel or hostel accommodation.

Lodger/Excluded tenancy/licence

If someone rents a room in their landlord's home and shares living space with them, such as the bathroom or kitchen, then they might be a lodger. Lodgers are normally what's known as 'excluded occupiers' which means they have very few legal rights and can easily be evicted. An excluded tenancy applies if the lodger has exclusive use of their own room that their landlord isn't allowed to enter, but they still share other living space with them. An excluded tenancy can be on a fixed term or periodic contract and there are different rules about eviction depending on the type. Someone will probably have an excluded licence if their agreement doesn't give them exclusive access to any area in the property and their landlord can go wherever they like. This means that they can be more easily evicted than if they have an excluded tenancy – the landlord just needs to give 'reasonable notice' for which there are no set rules.

Named tenant

A named tenant is anyone who has been named as a tenant on the tenancy agreement. If there are multiple tenants named on a tenancy agreement, then they have a joint tenancy. If someone is not named as a tenant on the tenancy, then they might be what's known as a permitted occupier which means that they are not a tenant but have permission to stay in the rented property.

Non-molestation order

A non-molestation order is a type of injunction that is aimed at preventing a survivor of domestic abuse's partner or ex-partner from using or threatening violence against them or their children, or intimidating, harassing or pestering them. The non-molestation order automatically applies to any children that the survivor may have and is put in place to ensure the safety and wellbeing of both. Someone can apply for a non-molestation order if they are a survivor of domestic abuse, and the respondent is their spouse, ex-spouse, civil partner, ex-civil partner, fiancé, former fiancé, fiancée, former fiancée, or partner of more than 6 months. A non-molestation is one of two main orders under Part 4 of the Family Law Act 1996, the other being an occupation order.

Occupation order

An occupation order is a type of injunction that is used by a survivor of domestic abuse to get the perpetrator to leave their home and/or stop them from coming back. A survivor can apply for an

occupation order if: they own or rent the home and it is, or was intended to be shared with a husband or wife, civil partner, cohabitant, family member, person they're engaged to or parent of their child; they do not own or rent the home but are married or in a civil partnership with the owner and are living in the home (known as 'matrimonial home rights'); their former husband, wife or civil partner is the owner or tenant, and the home is, was, or was intended to be their shared matrimonial home; the person they cohabit or cohabited with is the owner or tenant, and the home is, was, or was intended to be their shared home. An occupation order is one of two main orders under Part 4 of the Family Law Act 1996, the other being a non-molestation order.

Periodic contract

Also known as a rolling contract, this is usually rolling from week to week or month to month and is usually activated once the fixed-term contract ends and the tenant(s) remain in the property. It's usually easier for your landlord to ask you to leave during a periodic agreement, however they must still follow the right process to evict you.

References

Within a tenancy context, referencing is the process a landlord/letting agent goes through to screen prospective tenants in order to make a decision about who they let their property to. This process is often outsourced by a landlord/letting agent to a specialist referencing agency and may include employment verification, credit checks, and references from previous landlords.

Rent arrears

If your rent is not paid, the money owed is called rent arrears. If a tenant doesn't pay off rent arrears, they may be at risk of being evicted, or taken to court by their landlord. A common form of economic abuse is when perpetrators of domestic abuse run up rent arrears in the name of the survivor who is then responsible for paying them off.

Restraining order

A restraining order is an order that can be used by a court to protect a survivor from their perpetrator. The terms of a restraining order vary depending on the case, but they will always prohibit the perpetrator from being able to do certain things, such as contacting the survivor or their children, attending their place of work or home address, or entering certain areas. It is a court order which means that it can only be issued in combination with criminal proceedings. Therefore, to obtain a restraining order, a survivor would have to report the perpetrator to the police and take them to court, and then the judge must believe that there is a reasonable chance that the survivor will continue to be harassed by the perpetrator before it can be granted.

Sanctuary scheme

A Sanctuary Scheme (also called a 'Bobby Van Scheme' or 'target hardening') is a multi-agency survivor-centred initiative which aims to enable households at risk of domestic abuse to remain in their own homes and reduce repeat victimisation through the provision of enhanced security measures and support.

Section 8 notice/Notice to quit

A Section 8 notice (also known as a notice to quit) is served when a landlord has grounds for possession, which means a specific reason they want the property back. The most common ground is that the tenant has breached their contract, again most commonly by getting into rent arrears, although there many other

ways that a contract can be breached.

Section 21 notice/Notice of possession

Also known as a notice of possession, section 21 notice of possession or a section 21 eviction, this is the notice which a landlord must give to their tenant to begin the process to take possession of a property let on an assured shorthold tenancy, without providing a reason for wishing to take possession. The expiry of a section 21 notice does not bring a tenancy to its end. The tenancy would only be ended by a landlord obtaining an order for possession from a court, and then having that order executed by a County Court bailiff or High Court enforcement officer.

Sole tenancy

A sole tenancy is a tenancy that is in one person's name only. There can only be one named tenant on a sole tenancy – if there is more than one named tenant then it is a joint tenancy.

Tenancy agreement

A tenancy agreement is different to a licence agreement and generally means someone is given more protection from eviction.

Tenure type

The term 'tenure type' refers to the various ways that you can occupy a property. The three main tenure types in the UK are: owner occupation, social renting, and private renting.

Universal Credit

Universal Credit was introduced in the Welfare Reform Act 2012 and began being rolled out in 2013. Today, Universal Credit has widely replaced what are known as the six 'legacy benefits' which are Housing Benefit, Child Tax Credit, Income Support, Working Tax Credit, income-based Jobseeker's Allowance, and income-related Employment and Support Allowance. Universal Credit is an in and out of work benefit and is designed to give people the support they need to find work and progress. However it is widely considered to be a failing system that has left claimants much worse off than before, subsequently causing millions of people to fall below the poverty line. As Universal Credit has a 'single household payment system' – meaning that payments go to one person in each household – a perpetrator can abuse this system by arranging for all payments to come into their bank account and use this power to economically abuse the survivor.

