



Social research number: 48/2025

Publication date: 03/06/2025

# Research into the implications of the Renting Homes Act 2016 for Refuge Accommodation

Mae'r ddogfen yma hefyd ar gael yn Gymraeg.

This document is also available in Welsh.

**OGL** © Crown Copyright      Digital ISBN 978-1-83715-780-8

# Research into the implications of the Renting Homes Act 2016 for Refuge Accommodation

Authors: David Cowan, Helen Carr, Miranda Keast

Full Research Report: Carr H, Cowan D, and Keast M (2025). *Research into the implications of the Renting Homes Act 2016 for Residents of Refuge Accommodation* Cardiff: Welsh Government, GSR report number 48/2025.

Available at: <https://www.gov.wales/research-implications-renting-homes-act-2016-refuge-accommodation>

Views expressed in this report are those of the researchers and not necessarily those of the Welsh Government

For further information please contact:

Carly Jones

Social Research and Information Division

Welsh Government

Cathays Park

Cardiff

CF10 3NQ

Tel:

Email: [HousingResearchTeam@gov.wales](mailto:HousingResearchTeam@gov.wales)

## Table of contents

Table of contents .....	1
Glossary.....	2
Hostel 2	
1. Introduction .....	4
2. Background .....	6
3. Methodology .....	13
4. Literature review.....	17
5. Main stakeholder interviews – findings.....	21
6. Conclusions.....	35

# Glossary

## Hostel

Section 622 of the Housing Act 1985 defines a hostel as 'a building in which is provided, for persons generally or for a class or classes of persons

- a) residential accommodation otherwise than in separate and self-contained sets of premises, and
- b) either board or facilities for the preparation of food adequate to the needs of those persons, or both;

## Law Commission for England and Wales

The [Law Commission of England and Wales](#) (the Law Commission) is a statutory independent body created by the [Law Commissions Act 1965](#) to keep the law under review and to recommend reform where it is needed.

## Lease

A lease is an agreement between a landlord and a residential occupier which grants the occupier exclusive possession, for a term and at a rent. It creates a property interest and provides greater security than a licence.

## Licence

A licence is a permission to occupy property which can be withdrawn in accordance with the terms of the agreement granting the permission.

## Protection from Eviction Act 1977

The Protection from Eviction Act 1977 protects tenants and licensees from harassment and unlawful eviction by setting out basic legal protections.

## Refuge

A refuge is an institution providing safe accommodation for people fleeing abuse.

## **Renting Homes (Wales) Act 2016**

This Act sets out the terms on which properties which are rented to people as their homes must be let.

### **Secure contract**

A secure contract is one of the two forms of contract upon which property rented to people as their homes must be let. A secure contract provides greater security to occupiers than a standard contract. In general community landlords are required to use secure contracts but this is subject to exceptions.

### **Standard contract**

A standard contract is one of the two forms of contract upon which property rented to people as their homes must be let. It can be a fixed-term agreement or a periodic agreement. It offers less security than a secure contract and can generally be used by private landlords, but is subject to some exceptions.

### **Supported accommodation**

Supported accommodation is defined in the Renting Homes (Wales) Act 2016 at section 143(2) as accommodation

provided by a community landlord or a registered charity,

the landlord or charity (or a person acting on behalf of the landlord or charity) provides support services to a person entitled to occupy the accommodation, and

there is a connection between provision of the accommodation and provision of the support services.

### **Supported standard contract**

The supported standard contract is a standard occupation contract, varied for instance by provisions for temporary exclusion, to meet the needs of supported accommodation providers.

## Introduction

The Renting Homes Act 2016 (hereafter called ‘the Act’) is currently being evaluated by Opinion Research Services on behalf of the Welsh Government<sup>1</sup>. Following engagement with the refuge sector as part of the first phase of evaluation, and from discussions between policy officials and sector representatives, there was a need to further understand the implications of the Act, and of any potential changes to the Act, on those who have experience of living in refuge accommodation.

Stakeholders interviewed as part of the first phase of evaluation had expressed concerns about any detrimental effects of the Act on the provision of refuges (Lock et al, 2024: 3.219). This is because the Act gives additional rights to occupiers of supported housing after a certain period of their occupation.

Accordingly, this research was designed to investigate any implications of the implementation of the Act for survivors of abuse who have experience of accessing refuge accommodation and so help to inform policy decisions relating to the refuge sector.

The research is relevant to Objective 6 of the Welsh Government ‘Violence against women, domestic abuse and sexual violence strategy 2022–2026’<sup>2</sup> which requires that all survivors of domestic abuse and sexual violence have equal access to appropriately resourced, high-quality, needs-led, strength-based, intersectional and responsive services across Wales.

The research was commissioned to complement the wider evaluation of the Act. In the course of that wider evaluation, it became apparent that further research was required to understand survivors’ experiences of refuge accommodation after the Act’s implementation (Lock et al, 2024). Policy-makers also considered the importance of conducting research with survivors themselves, in line with relevant strategic goals, trauma-informed research principles, and the importance of centring lived experience. Accordingly, the research team were commissioned to address the following research questions:

- To what extent survivors were aware of their rights prior to the Act
- To what extent survivors are aware of their rights under the Act
- Survivors’ views on the increased rights afforded to them under the Act, with particular focus on the implications of the Act for residents of refuge accommodation.

---

<sup>1</sup> [Renting Homes \(Wales\) Act 2016 Evaluation: Phase 1 Report](#)

<sup>2</sup> [Violence against women, domestic abuse and sexual violence: strategy 2022 to 2026](#)

It was acknowledged that, to answer the questions, access to a sample of survivors would be required. Commissioners and the research team understood that there was a high level of risk of non-participation from the survivor sample.

Unfortunately, it proved impossible to address those questions as a sample of survivors could not be arranged within the timeframe allowed for the research. Accordingly, the research team were unable to conduct that part of the research. In consultation with policy-makers, they focused instead on conducting a relevant literature review and semi-structured interviews with a small number of main stakeholders designed to examine how the Act has affected the management and provision of refuge accommodation.

This report addresses the method, analysis and findings employed following this decision.

## Background

In this chapter, the policy behind the relevant provisions of the Act and the Act itself are discussed, together with associated, relevant statutory provisions concerning homelessness.

### Renting homes policy

The Act was initially conceived by the Law Commission for England and Wales as part of its work on renting homes (Law Commission, 2003). Following confirmation by the Welsh Government that it would be taking forward legislation to implement Renting Homes in Wales, the Law Commission published 'Renting Homes in Wales' (Law Commission, 2013). The report updated the original Renting Homes Act proposals and addressed any possible devolution issues.

The policy background to the supported housing provisions of the Act concerns the balance between the rights of occupiers, on the one hand; and the significance of flexibility in the provision of supported housing, on the other hand. These are commonly regarded as being in conflict, as it is assumed there will be less flexibility in managing accommodation where an occupier has more rights.

There is evidence that the Law Commission found designing a legal regime for supported housing challenging. In its original consultation paper (Law Commission, 2002), two solutions were proposed to clarify the law. First, supported housing was to be excluded from the proposed statutory scheme; and, secondly, the definition of hostel accommodation was to be expanded to ensure that modern forms of supported housing, including self-contained accommodation were included in the definition. It considered that

[T]he system of statutory regulation we propose should facilitate the provision of supported accommodation for all kinds of short term social projects, for example to help the homeless or the drug addicted move from a life on the streets to more a conventionally based living environment. (Law Commission, 2002:188)

However, in its final report, it changed its approach because consultees 'indicated that we had failed to appreciate the diversity of supported housing and the extent to which providers were committed to the principle that occupiers of supported housing should be given as extensive security as possible' (Law Commission, 2003: 16.3).

As a result, supported housing was included, but in a qualified way, in its proposed statutory scheme. This reflected a principled approach to the reform of housing law; the requirement



for clarity in legal frameworks; the need for the accountability of providers; and consistency of provision.

It argued that its draft Bill enabled supported housing providers to

- avoid making choices between licences, which were ‘quite possibly legally dubious’ devices, and overly secure tenancies (10.9); and,
- make sensible and considered decisions about the management of their accommodation in an open and transparent way (10.23).

The Welsh Government welcomed the supported housing proposals because they were seen as providing a legal framework to help people move towards independent living (Welsh Government, 2013a: 6.6). The Welsh Government agreed with the Law Commission that there was a need to clarify the law and provide greater certainty to supported housing providers and occupiers. However, it considered there was a need to consult further about the supported housing provisions in the Law Commission’s draft Bill (6.61).

There was strong support by 90% of respondents to the consultation for establishing a legal framework for supported housing (Welsh Government, 2013b: 2.62). The responses considered the detail of the framework – for example, it was suggested by Cymorth Cymru that supported housing provision could be divided into three types: licences for emergency or very short-term accommodation; enhanced management standard contracts for general supported housing; and secure contracts for longer-term or permanent accommodation (2.63–2.65).

The current statutory provisions, which followed further detailed consultation, were formed following that engagement with the sector, and in light of responses to the White Paper. Those provisions gave greater control to providers of supported housing than the Law Commission draft Bill because they gave providers some of the additional flexibility they sought.

### **The Renting Homes (Wales) Act 2016**

The Act was implemented on 1<sup>st</sup> December 2022. It introduced major changes to the rights and responsibilities of the providers, managers, and occupiers of rented residential property in Wales. The aim of the Act was to simplify and clarify the complex and often contradictory requirements for residential renting, set out in the common law and statute, and to provide certainty to renters about rights and responsibilities.

The Act is part of a wide-ranging legislative and policy project to create a more equal Wales. Research indicates that a secure home is crucial to individual social and economic well-

being (see, for instance, McKee et al, 2020); and the legislation, by extending security, is consistent with the aims of the Well-being of Future Generations (Wales) Act 2015.

The Act is also relevant to homelessness policies and practices in Wales. The interface between the Act and homelessness duties is considered at 2.26–2.32 below.

### **The provisions of the Act – general**

In general terms, the Act simplifies the rules underpinning the relationship between landlords and occupiers (see [Housing law is changing: Renting Homes Wales](#)). It does that by requiring in non-supported accommodation that one of two main contract types, which include certain prescribed terms, is used. Parties can agree additional terms. There are additional responsibilities, such as ensuring that properties are fit for human habitation.

Some types of occupation agreements are excluded from the provisions of the Act. These include, for example, accommodation provided as a holiday let, accommodation shared with a landlord and, most relevant to this project, direct access accommodation, which is defined as accommodation provided on demand for periods of 24 hours or less by a community landlord or a registered charity.

### **Supported housing and the Act – the tension**

Supported housing, which includes refuge accommodation, attracts special provisions in the Act. These provisions seek to balance the tensions inherent in the management of supported housing. There is a need to balance two potentially conflicting aims:

The first aim is to facilitate flexibility in the management of supported housing. In the past, it was thought that this could be best achieved by using a licence agreement.

A licence is a permission, sometimes given by contract, to occupy land. A licence agreement gives flexibility in the management of supported housing because it gives only limited security to an occupier. This means that providers have greater control and can move residents around the accommodation, or evict a resident, against their wishes and without giving a reason. The Law Commission said that licences in this context were ‘quite possibly legally dubious’. This is because simply calling something a licence does not make it so; in law, the occupier might have a tenancy, which would give them greater rights (*Street v Mountford* [1985] AC 809). It can be hard to tell which type of agreement has been created and much depends on the circumstances and intentions in law of the parties (Baxter et al, 2021).

One particular benefit of the licence to the landlord, in terms of managing supported housing, is that it is generally simpler to evict an occupier against their wishes under a

licence. Under the Protection from Eviction Act 1977, notice of at least 28 days is required unless the licence is an 'excluded licence'. Excluded licences can be terminated in accordance with the contract, which, commonly, will be a shorter period (such as seven days). One type of excluded licence is for occupation of 'hostel accommodation' provided by a local authority, a registered social landlord (RSL), or a charitable housing trust (s 3A, 1977 Act). This exception does not apply to self-contained accommodation (s 622, Housing Act 1985) and is much narrower than the normal meaning of such accommodation.

The second aim is to ensure that vulnerable occupiers can have certainty as to the terms of their occupation and security where they live. Certainty and security will facilitate the support they receive and respect for their rights. However, if occupiers are given too much security, then issues may arise about how to make the best use of the accommodation.

### **Supported Housing and the Act – resolving the tension**

The Act balances that tension by providing that, for an initial period, supported housing providers can grant rights outside the Act; after that period has ended, an occupier will become entitled to a supported standard contract.

By section 143(2), supported housing is defined as follows:

- (a) it is provided by a community landlord or a registered charity,
- (b) the landlord or charity (or a person acting on behalf of the landlord or charity) provides support services to a person entitled to occupy the accommodation, and
- (c) there is a connection between provision of the accommodation and provision of the support services.

The initial period is for six months. That period is called 'the relevant period' (sch 2, para 13). During the relevant period, providers can grant the occupier a licence to occupy the property.

The relevant period can be extended by the provider for a further three months, by making an application to the local authority (sch 2, para 15). The occupier must be given a notice of the reasons why the provider has decided to extend the relevant period (among other information, including the right of the occupier to seek a county court review).

The Welsh Government's Guidance indicates that applications to extend should be 'exceptional' and not the 'default' position.<sup>3</sup> The Act indicates that the extension may be based on the behaviour of the occupier (sch 2, para 15(8)). The Guidance, para 10, indicates that:

A decision to extend a licence agreement due to a person's conduct should only be agreed in exceptional circumstances where the person's conduct may pose a risk to other tenants or staff. In these cases, a person-centred and trauma informed approach should continue to be adopted and the tenant/licensee involved in the discussion on extension.

The guidance also indicates that other reasons may be appropriate for extending the relevant period, including a delay in finding appropriate move-on accommodation. A further reason was,

The supported accommodation is a refuge for survivors of violence against women, domestic abuse or sexual violence, which is only supposed to be very short-term accommodation (i.e. lasting less than 6 months), and requires individuals to be moved into alternative accommodation very quickly for reasons of safety or into a more appropriate settled home when one is identified. (para 11)

At the end of the relevant period, the tenancy or licence automatically becomes an occupation contract, which generally will be a supported standard contract in the circumstances considered in this report. This is a standard contract for supported housing, and so the provider can serve a two-month notice requiring possession, and obtain a court order in the absence of the occupier relinquishing possession of the property. The provider can also include a term which enables it to move an occupier within the building.

The supported standard contract contains terms which are specific to the provision of supported housing. The provider can include a term which gives them the ability to move a household to a different unit of accommodation within the building.

---

<sup>3</sup> [Supported accommodation: exceptional approach to extending the relevant period for a tenancy or licence](#) para 5.

Further, there is a term which provides that the provider may exclude an occupier for a temporary period which can be up to 48 hours (s 145). They can use this power on no more than three occasions in six months. The power can only be exercised where the provider is reasonably satisfied that the occupier has been

- (a) using violence against any person in the dwelling,
- (b) doing something in the dwelling which creates a risk of significant harm to any person, and
- (c) behaving in the dwelling in a way which seriously impedes the ability of another resident of supported accommodation provided by the landlord to benefit from the support provided in connection with that accommodation.

### **Homelessness duties**

As a result of the interaction between the Housing (Wales) Act 2014 and the Renting Homes (Wales) Act 2016, the routes by which a survivor of domestic abuse might come to occupy refuge space determine also the security they have in that space.

We have set out above how a supported standard contract might arise in the normal course of events, in situations other than when an applicant for homelessness assistance is offered temporary accommodation in a refuge space.

The Housing (Wales) Act 2014, part 2, sets out various housing duties that are owed to certain applicants for homelessness assistance. These duties are graduated and depend on the stage of application and the decision of the local housing authority as to the duty owed.

Under section 62, the duties generally begin with a duty on the local housing authority to assess an applicant's case where it appears to the authority that an applicant is homeless or threatened with homelessness.

In determining whether an applicant for homelessness assistance, who is occupying refuge accommodation, is homeless, authorities are required to have regard to the following Guidance:

8.25 A refuge may be suitable as emergency accommodation for some victims of domestic abuse although this should not be a precondition for being accepted as homeless. Each case should be considered on an individual basis as to whether this is the right accommodation for the applicant. Applicants are not required to remain in the refuge for a minimum period of time before an application for re-housing will be considered. Consideration should also be given to the needs of

disabled people and older victims and whether refuge accommodation can meet the accessibility needs of those people in particular.

In *Moran v Manchester City Council* [2009] UKHL 36, the House of Lords held that it would not be reasonable for a woman to occupy a refuge space in the long term, and, accordingly, she would be homeless.

The Act provides a number of accommodation duties on local authorities. In general, where a local authority provides or helps to secure accommodation for an applicant, there is a rule that an agreement made with an RSL or private landlord will not be an occupation contract until immediately after the 'notification period' (sch 2, para 12(2)). The notification period is 12 months from the date on which the person was notified of the duty owed to them by the local authority. If the person requests a review or a county court appeal of the decision, the relevant date is the day on which the appeal is finally determined (sch 2, para 12(4)).

## Methodology

In this chapter, the methodology for the research is explained, including why it proved impossible to obtain survivors' views, and the further limits of the research method adopted. The research had two phases which took place simultaneously: a literature review, and semi-structured interviews with a small number of main stakeholders.

### Literature review

The research commenced with a literature review which considered the policy and practice documentation provided, and the academic literature.

The research team searched for the following terms

- refuge sector and the Act;
- law and supported accommodation; and,
- trauma-informed care (which was added as part of the iterative process between the semi-structured interviews with main stakeholders).

The literature search was primarily carried out in the weeks commencing 28<sup>th</sup> October 2024 and 4<sup>th</sup> November 2024 with further searches carried out the week commencing 25<sup>th</sup> November 2024. The following search engines were consulted: Web of Science, EBSCO, Westlaw, and ZETOC, with checks also in Google Scholar.

The refuge sector and the Act was covered in a number of reports issued by Welsh Women's Aid (WWA), but not in other academic publications.

There is limited literature on law and supported accommodation. The search term revealed only five results. This contrasts with searching private landlords and the law which revealed around 15,000 research outputs, and social landlords and the law which revealed 6,400 research outputs.

There is extensive literature on trauma-informed services. That reflects the increasing importance given to trauma-informed responses to survivors of violence and abuse. Searching trauma-informed care produced over 2 million results. Refining the search term to trauma-informed domestic abuse services produced around 400,000 articles.

Most of the literature emerges from medical and social work sources in the USA (Dobash & Dobash, 2000: 75). It has more recently become important to service provision in the UK.

The research team considered that the most appropriate method of selection was to draw on the most-cited sources, in order to appreciate the principles underpinning trauma-informed

practices (see, for instance, Elliott, 2005, cited 1500 times) and those articles which specifically referred to housing and to refuge provision.

Concerned with the lack of data provided by survivors of domestic abuse, the research team spent some time searching for material which foregrounded the voices of survivors. An initial search revealed nine articles, the most relevant of which concerned the development of domestic violence survivors' forums in the UK (Hague, 2005). This article has been cited 34 times. However, the citations revealed only limited engagement with survivors' voices and no material on the experience of living in refuge accommodation.

### **Survivor interviews**

At the outset, it was understood that there was a high level of risk of non-participation in the research by survivors. As a result, the main stakeholder interviews, which were part of the research team's original methodology, were regarded as a mitigation strategy.

Across the course of the research project, consistent effort was made with community partners and stakeholders to recruit a sample of survivor participants. However, from an early point, it became apparent that the research team would be unable to access a sample of survivors.

The research team were able to conduct an interview with one survivor, but the risk of disclosure and small sample evidence from the interview meant that it was not appropriate to include this interview in the analysis and reporting of the research.

The limits of the mitigation strategy have already been acknowledged. In particular, the original research questions could not be answered, and the experience of survivors is not included in this report, which is based on a small sample of other main stakeholders in the sector. Accordingly, the views of survivors are absent from this report.

### **Main stakeholder interviews**

Although the original specification for the research focused on the need to understand survivors' views on the research questions, the research team recognised that knowledge of law is not a one-way process, but relational and interactive. Accordingly, the research team recognised the need to involve main stakeholders as participants so that their views of the Act could be presented.

The research team recognised that it would be important to involve providers of refuge accommodation, local authority officers, providers of refuge services to survivor occupiers, and frontline workers. Indeed, their knowledge of the sector and the Act were likely to be of



significance in appreciating the management and provision of refuge accommodation in Wales, with the aim of informing policy decisions relating to the refuge sector.

Main stakeholders' knowledge of the Act as well as the provision and management of refuges might be different depending on their role and geographical location. Accordingly, the research team decided to conduct its research with main stakeholders by means of semi-structured interviews, which are better suited to bring out those nuances.

The purpose of the interviews was to understand how the Act has affected their practices and understandings, and the extent to which there was evidence of the concerns expressed about the Act's supported housing provisions as they apply to refuges.

On that basis, on 8<sup>th</sup> May 2024, the research received ethical approval for the conduct of this element of the research from the University of Southampton's research ethics committee.

The Welsh Government provided us with a list of local authority officers who had expressed a willingness to participate in the research. We were also aware of certain main stakeholders in the sector. Snowball sampling – a method that allows researchers to recruit research participants from existing participants – was used to recruit additional participants.

Between August and October 2024, the research team contacted 30 people identified as main stakeholders to participate in the research. These contacts crossed a range of different organisations involved in the refuge sector, including representative organisations. Interviews were conducted between September and December 2024 with 17 participants. The participants were a mixture of the following: RSL providers; refuge service providers; local authority officers; rights advisors; charitable organisations involved in the refuge sector.

Providers of refuges can operate in one local authority area, a region, or across Wales. Our sample contains examples of all such types of organisation.

Most participants had been involved in the refuge or supported housing sector for a lengthy period, spanning before and after the Act was given royal assent. This enabled those participants to speak to the position prior to the Act, between the Act's enactment and commencement, and the current position. In addition, four participants had also been involved in policy-making around supported housing, in terms of assisting with Guidance or making comments on the policy or legislation at or prior to its enactment.

Interviews were semi-structured in accordance with a topic guide agreed with the Welsh Government. They were conducted via MS Teams, at a time convenient to the participant, and recorded. They lasted between 35 and 70 minutes.

The recordings were then transcribed and analysed thematically using a qualitative research data analysis software package (NVIVO), enabling the data to be coded and grouped together. A thematic data analysis method was selected as appropriate as it enabled the data to be interrogated to consider whether there was evidence from the participants of the concerns previously highlighted about the Act.

In addition to the limit of this research already identified – the absence of survivor voices – this method had five particular limitations.

First, and perhaps most obviously, the research team were unable to address the research questions in the absence of survivor voices. The lines of enquiry, which were agreed in consultation with policy-makers, concerned the effect of the Act on the provision and management of refuges. That issue was considered to be of value in addressing the evidence gaps and questions posed by the wider evaluation of the Act.

Second, only a small number of stakeholders involved in the refuge sector took part in the research. This means that the findings are not generalisable – the identified themes may resonate with other actors in the sector, but this is not a given. This is a limitation of qualitative research generally. As described, those themes could not be triangulated with data from survivors.

Third, although the research team sought to involve actors from all relevant parts of the sector as described, including those managing and working in women's refuges, there were only a small number of participants with experience of those working with survivors on a day-to-day basis. Accordingly, their views cannot be said to be represented in this research. That is why the term 'main stakeholders' has been used to describe our participants.

Fourth, there are limitations in the interview-based method. Semi-structured interviews are a common qualitative research method because they allow participants to guide the interview to an extent, but they remain a structuring device. This meant that, unintentionally, some themes may not have emerged or been given the prominence intended by participants.

Fifth, there are limitations in the method of data analysis adopted. Although the researchers were guided by the evidence in analysing the data, they also used their knowledge and understanding of the area to interpret the data. Such interpretation is inevitably dependent on the individual researchers' own subjectivities.

## **Literature review**

This chapter sets out the findings of the literature review. The researchers drew findings from a broad knowledge review comprising a review of the policy literature on the provisions on supported housing and a review of relevant academic literature. The review focused on the refuge sector and the Act; law and refuge/hostel accommodation.

The policy literature is discussed in Chapter 2 which sets out the background to the research.

### **The refuge sector and the Act**

Landlords and providers of refuge accommodation have expressed, and continue to express, serious concerns about the Act. This is despite the fact that the Welsh Government made changes to the provisions during the consultation period leading to the Act (see above, 2.8–2.10). Those changes include creating and extending the relevant period.

The concerns have been that the Act has failed survivors of domestic abuse as the greater security given to occupiers undermines the ability of service providers to manage refuge provision flexibly by moving a survivor against that person's wishes. In turn, this reduces their ability to provide essential accommodation and support.

From the available literature (including WWA, 2022; 2024a; 2024b), it can be deduced that there are five particular concerns that have been raised by landlords and providers in the literature without underpinning empirical evidence, which they argued meant that refuges should be excluded from the terms of the Act.

First, refuges are unable to evict an occupier who is on a standard supported contract against their wishes with sufficient speed, even if a perpetrator finds out the location of the refuge. Those expressing this concern consider that as a result all staff and occupiers of the refuge are potentially at risk. In effect, they argue, these provisions of the Act inappropriately privilege individual rights over the collective right to safety.

Second, the requirement that refuges use the supported standard contract means that they are unable to manage their bedspaces appropriately, or in the way in which they need to do, in order to provide the right service level.

Third, the requirement that four weeks' notice is given to an occupier who has apparently abandoned their contract slows the re-letting of accommodation. This, the providers and landlords argue, does not reflect the context of urgency in the provision of refuge spaces.

Fourth, it was said that the grant of more secure rights to occupiers would affect local authority homelessness decision-making and affect the priority of survivors on local authority housing registers for an allocation of social housing.

Fifth, landlords and providers argued that the administrative burden imposed by the Act created additional work on already overstretched staff, which has not been acknowledged in funding settlements.

Those raising these concerns argue that they must be understood in the context of a complex set of interlocking factors which have intensified demand for refuge services. In 'A Perfect Storm', WWA (2022) outlined implications for the sector of the combined effects of austerity, Brexit, COVID-19, and the cost-of-living crisis (see also Hamer, 2023).

These factors exist in the face of high service demand and a reduction in funding for services, having a particular effect on women in extremely vulnerable situations.

High service demand has continued after the pandemic. Data from one council in Wales 'shows that since the lifting of lockdown restrictions, services have seen an increase in referrals of between 40–50% with no signs of slowing down' (WWA 2024a: 7). In particular, reported rates of financial and economic abuse are rising – there has been a 28% increase in reports of financial abuse from survivors accessing community-based services between 2021–2022 and 2022–2023.

WWA (2024a) say that funding has failed to respond to the pressure that the sector is seeing. Services, they argue, are increasingly being expected to deliver more with either the same or fewer resources. They are also being forced to make choices about what services to provide. So, for example, the report noted that 28% of the 712 survivors who, in 2023–2024, were unable to access refuge-based support services, were unable to do so due to a lack of refuge space (WWA, 2024a).

Service funding has also been affected by a range of factors. Delivering a trauma-informed, needs-led service means providing consistency and stability for survivors, particularly children and young people (WWA, 2022; 2024a). However, those factors have caused pay disparity as well as contractual volatility for staff. There are issues over staff burnout, illness and absence, which all have a high financial and emotional cost for service.

Moreover, there is said to be a significant lack of temporary or move-on accommodation. The 2024a report points out that the housing crisis has worsened during 2023–2024, compounded by social security restrictions like the benefit cap, local housing allowance freeze, bedroom tax (which has a particular effect on survivors using extra bedrooms for their safety), and the

housing support grant freeze. All of this has consequences for survivors who, in a context of rising rent and the lack of social housing, are increasingly likely to require private rentals which are increasingly unaffordable. The report states:

As of September 2023 ... there were 11,228 individuals in temporary accommodation, an increase of 43 since the previous month and an increase of 2576 since September of the previous year. ... The lack of both temporary and secure accommodation means survivors are facing longer waits for housing and in many cases are having to stay in refuges for longer periods of time. (WWA, 2024a:12)

The same report also raises concerns about the administrative burdens of the Act. It suggests that the accompanying administrative work takes on average one staff day every one to two weeks. As no additional funding has been provided, this takes staff time away from life-saving frontline services.

The evidence provided in the report was that 88% of WWA members have experienced increased demand for services, and 88% feel that the housing crisis is impacting on the support available for survivors. Further, evidence of bed-blocking was that, in 2022–2023, 117 survivors in Wales were in refuge for longer than six months, largely due to a lack of move-on accommodation.

The report from WWA reflects academic concerns about the impact of the last decade on domestic abuse services (see also Ishkanian, 2014).

### **Law and refuge/hostel accommodation**

There is very limited literature on the role played by law in supported housing. This reflects, perhaps, the vulnerability of the occupiers who, because of their multiple and intersecting needs, may be less likely to consult lawyers and, accordingly not pursue any grievance; and even fewer of those have been likely to issue court proceedings to defend their rights to remain in the accommodation.

A specialist practitioner text, *Supported Housing and the Law* (Baxter et al, 2021), includes a discussion of occupiers' status and legal security for the benefit of supported housing providers. It details the provisions of the Protection from Eviction Act 1977 and explains that the law applies to both licensees and tenants. Suggestions that the use of licences always avoids the necessity of going to court are, accordingly, misleading. The authors suggest that, although the risk of prosecution under the Protection from Eviction Act 1977 may be small, there are other issues to be considered around the renewal of supported contracts and the

employment law problem of management asking workers to carry out criminal acts (Baxter et al, 2021: 128).

In more general terms, the literature argues that, while government may acknowledge the importance of housing in this context, policy and practice can be contradictory and ambivalent (Bumiller 2010: 186). Further, there is an issue about the way in which formal law, with its right/wrong outcome, interacts with life in supported housing in which an ethic of care suggests a more nuanced, compassionate approach (Ranasinghe, 2017: 191).

It can be argued that the changes made to the Act as a result of matters raised during the consultation – for instance, the introduction of a initial period when the statutory requirements for a supported standard contract do not apply and the ability to extend that period – can be understood as demonstrating a commitment to a responsive and nuanced approach to legal rights which, potentially, is more conducive to an ethic of care.

## **Conclusion**

There is a disappointing lack of attention paid by either academic or policy literature to the governance of refuge accommodation.

There is also very limited literature reflecting the voices of survivors of abuse and none the research team could locate on the experience of rights within refuges.

The literature reveals confusion about how legal rights interact with survivors being accommodated within refuge/supported housing accommodation.

## **Main stakeholder interviews – findings**

In this chapter, we set out our findings from 17 semi-structured interviews conducted via MS Teams with main stakeholders between August and October 2024. Participants were from RSL providers; refuge service providers; local authority officers; rights advisors; and charitable organisations. To reiterate, the following section details the findings of a small-scale piece of qualitative research, and as such the views represented cannot be considered to be representative of the sectors listed.

This chapter is structured by reference to the themes which were found in the analysis of the data.

### **Refuge provision**

As contextual background, it is important to appreciate that there is no homogeneity to the concept of a 'refuge'. A refuge space can be self-contained, at one end of the spectrum, to secure direct access hostel-type accommodation, at the other. Most refuge accommodation has shared spaces, such as kitchens and facilities and living areas. All spaces are, by their nature, single sex, most are for female heads of household (with male spaces being developed), and generally allow occupation for children and/or pets.

The level of support provision depends on the nature of the building and the needs of the residents. At the self-contained end of the spectrum, there will be less support provided. Such accommodation is most usually regarded as move-on accommodation from shared accommodation where there are more intensive levels of support. Such support, particularly in direct access hostel-type accommodation, is 24-hour provision.

Commonly, the management and the ownership of the building will be separated. The building may be owned by a specialist domestic abuse provider but, more commonly among participants, it was provided by an RSL. Some buildings may be owned by private organisations. There are contractual governance arrangements between the building owner and service provider to ensure a division of responsibility.

Access to refuge space can be from diverse sources. There might, for example, be reliance on local authority referrals, national systems (from across Wales or the UK more generally), or other agency referrals. Local authority referrals might be to meet the authority's homelessness duties or through different schemes.

Irrespective of the Act, a refuge will generally conduct a risk assessment of a household seeking to access the space. Refuge worker participants regarded the pre-access risk

assessment and screening as important but, in certain (particularly emergency) cases, impractical. As P7, who worked in a refuge service, put it:

“When it’s emergency flee accommodation, you know, we can get referrals in the middle of the night. Our ability to do a good risk and support assessment before somebody has come in, to know that we’ve got them in the right place to keep them as safe as we possibly can, is somewhat limited. So that all has to happen after they get to us”.

### **Before the Act**

All of the RSL refuge-service provider participants had been in post in the sector (perhaps in a different capacity) prior to the Act. At that time, other than in longer-term supported accommodation, they had all used licence agreements as standard practice which, commonly, would incorporate house rules.

The reason for using a licence agreement was that it provided the means for providers to take swift action when necessary, and to evict residents without a court order where there were issues. As P17, an RSL supported-contract manager described:

... “for refuge accommodation, it was really important that we had that flexibility of using licences because the risk of not being able to take proportionate ... and swift action against someone who was causing risk to other residents, it was really important to have that flexibility and have those options”.

Chiming with the reasons for the Law Commission’s concerns about the uses of licence agreements, there was some controversy among RSL and local authority participants about the perceived disproportionate use of powers of eviction leading to people being moved on for low-level issues. That concerned an RSL supported-housing agency manager, P16, because they felt that ‘absolutely should not have been happening as occupiers are vulnerable people’.

On the other hand, participants generally felt that it had been appropriate to leave the decision to those managing the refuge. One local authority participant, for example, felt that the operation of the licence agreement had worked well and the relationship between occupier and provider did not need fixing.



## **The merits of renting homes**

The Renting Homes Act was recognised by all participants as intending to provide occupiers with greater consistency, security and greater rights to occupiers across the sector.

### **Consistency**

The ambition of having simpler, more streamlined and transparent legislation was regarded positively. However, most participants had found this aim not to have been achieved following implementation. As the Act represented a major change to occupation rights in the sector, that may be a result of a delay in understanding the new rules as they become bedded into practice.

Provider participants found that there were differences in the legal advice they received on specific issues, particularly about the contracts given to those households referred by local authorities through the homelessness route. They recognised that there was a divergence of practice depending on the legal advisor retained. As P10, a supported-housing manager, put it: 'That's the frustrations of [the Act] is that you think you've got it, and then somebody interprets something differently and here we go again.'

Provider participants working across local authority boundaries found that local authority practice differed in relation to referrals.

Those divergences meant that providers' practices also diverged – from treating supported housing as if it is exempted from the Act to treating it as if the occupier already had a supported standard contract. Despite the Welsh Government Guidance dealing with these concerns, P2 (a local authority officer with responsibility for strategic housing commissioning) said:

"I will literally go from meeting to meeting and there will be some providers treating projects in one way. There will be other providers treating it in another way. You'll get registered social landlords with one interpretation and another registered social landlord with another interpretation, which, yeah. And primarily that's around the sort of temporary/supported, which one is which sort of thing".

Three other participants noted that many frontline personnel moved post between the enactment of the Renting Homes Act and its implementation, such that training which had been provided needed to be re-provided, and on a rolling basis. This also meant that there were knowledge deficits. There were also knowledge deficits more generally in a hard-pressed sector about housing law developments, with no apparent, available source of information:

I think it's fair to say housing associations have far greater ability to access legal advice than the third sector whose ability is basically zero because there just isn't the funds for that. (P6, representative organisation)

## **Security and rights**

There were mixed views on whether the changes introduced by the Act were positive in terms of providing greater security and rights. On the one hand, participants understood the motivation behind the Act; on the other hand, often in the same interview, participants expressed concern about the efficacy and workability of the provisions.

However, participants also expressed concerns about the implications of granting additional security to occupiers. There were two general issues raised: first, the increased bureaucracy required by the provisions; and, secondly, the problem of granting security in places which are designed as flexible, emergency spaces for people to move in and out.

As regards the first issue, P17, an RSL supported-contract manager, for example, who had been supportive of increasing rights, expressed concern that the Act required on-the-ground managers to do a 'much higher, much more complex level of work' than before implementation. Given that an occupier might obtain a supported standard contract at some point, action needed to be taken at the outset on the assumption that the occupier might obtain that contract. This was because:

you have to assume that each person will convert from the licence to a contract after six months. Or in temporary accommodation, in the homeless, after 12 months. But either way, you need to – it's too late when they've converted and you need to take action to then retrospectively go back and amend your records to be up to the required level to face County Court Judge scrutiny.

The second issue was particularly felt by participants with on-the-ground experience of managing refugees. For example, P10, a supported-housing manager, said:

I totally agree that there needs to be, you know, protection and security. But I think supported housing was never meant to be secure. It was always meant to be short term. There's always going to be people coming and going in emergency accommodation, ...'

The exception to this view was offered by P16, an RSL supported-housing agency manager, who said: 'It should be that [occupiers] are put straight on to a contract after that six months if there's no serious concerns.'

There were other effects of the increased security, but these were expressed by a minority of participants.

Three participants were aware that some people in need of supported housing, including in refuge spaces, were being turned away because they were perceived to pose significant risks. This was because, if the occupier were to get security of tenure, it would be difficult to move them on. The extent to which this is occurring is unclear and may be a matter of perception.

One participant, P12, a refuge service manager, said that they moved occupiers 'to lengthen their licence' and that: 'The impression we've been given is, "Don't let people get on the contract", because of the nature of our clients. There are a small percentage that we have to give notice to quit.'

There were some alternative views expressed which had less salience in law.

- One view that was expressed by those with concerns about the Act was that the licence offered flexibility to providers. As P2, a local authority officer with responsibility for strategic housing commissioning, put it: 'I saw no reason to fix it quite frankly. It wasn't a scenario which was broken and needed fixing to my mind.' However, this view did not take into account the problems raised by the Law Commission regarding these arrangements in law.
- Refuges commonly have specific rules that affect the use of the refuge spaces by the residents, such as no alcohol or smoking, and no visitors in the property. These rules could be included in the licence agreement and can be inserted as additional terms into supported standard contracts. However, this may be imperfectly understood. One participant believed that they could not be incorporated into the supported standard contract. Indeed, that was their reason for preferring the licence, which was regarded as more flexible.
- The final point, which might be regarded as surprising by those familiar with homelessness law, was that two participants suggested that some local authorities were regarding survivors in refuge accommodation as not being homeless (whether they were living there under a licence or not). Although such a local authority finding would almost certainly be incorrect as a matter of law, those participants' understandings suggest that there may be an inconsistency in interpretation among authorities.

## Moving on

One particular concern noted in the literature review which had been expressed about the Act was that occupiers with a supported standard contract would not wish to move on to alternative accommodation and would refuse offers of accommodation. This would cause bed-blocking.

Participants were asked whether they had experience of this effect (or, where they were not involved in the provision of refuge accommodation, whether they had heard of that effect).

Provider participants all said that this was not an issue that they have experienced; only a charitable organisation participant said that they had heard of the issue anecdotally. However, they acknowledged that it could happen theoretically. Even at that theoretical level, though, provider participants also acknowledged it could have also occurred pre-Act. For example, P10, a supported-housing manager, said that their organisation had not come across this situation but it could cause issues:

I haven't heard anybody say there's a problem, but in reality, ... if people dug their heels and refused to go or move on, then it would, yes, because the legal route to get eviction then or get possession is a longer route than if they were on a licence and you just give them four weeks' notice.

Two providers (one refuge, and one supported-housing provider) had experienced what they regarded as an exceptional case where an occupier was being moved through the process of eviction as a result of their reticence or refusal to move to alternative longer-term accommodation. However, these cases were fact-specific and not related to the Act (although the providers recognised that the implication of the Act was that it would take longer to obtain possession than if the occupiers had a licence).

Indeed, there was a general view among participants (against the assertion found in the literature review) that most residents were keen to move on to more suitable accommodation. Refuge was said to be an emergency space but the premises are often small, cramped and shared and do not provide the best accommodation for children: 'I just think that nine times out of ten the survivor would jump at that chance to have somewhere to call home and not have to share spaces with lots of other traumatised women and children'. (P6, representative organisation) Further, as P8, a head of a domestic abuse service, recognised, local authorities prioritised move-on accommodation for survivors.

There were two other issues raised about theoretical problems.

First, P2, a local authority officer with responsibility for strategic housing commissioning, reported their view that occupiers of supported housing were being advised to restrict their move-on area, which would lead to them remaining in occupation for a longer period: ‘... don’t get me wrong, that’s not a new challenge, you know, that challenge is longstanding. But I think some of the feedback has been that people feel more empowered by the greater security of tenure to be able to kind of sit put where they are essentially, for longer.’

Secondly, three participants (including the RSL supported-housing managers) explained that the decision whether to accept move-on accommodation generally had to be made quite quickly. There was less urgency if the occupier was on a supported standard contract to accept an offer because they had had more security; whereas, an occupier who had a licence would be more likely to make a quicker decision. Participants did not disclose any experience of this issue in practice.

### **Contextual challenges**

Participants reflected on certain contextual changes which occurred after the enactment of the Renting Homes Act and before its implementation. They regarded the implementation of the Act against that changed context as being challenging. All participants mentioned these issues: decline in availability of move-on accommodation; increased demand for refuge spaces; greater needs of survivors.

### **Move-on accommodation**

While our participants did not understand local authority allocation schemes to have changed for survivors after the Act’s implementation, participants (with one exception) said that there had been a decline in the availability of suitable accommodation, particularly for single-person households. The decline was said to be in both rural and urban areas, although some areas were said to be worse than others for move-on accommodation. Many private landlords were said to have left the market, and social housing was said to be in short supply. In some areas, there had been some movement in the market in the previous 12 to 18 months, and there was more private rented accommodation becoming available, but this seemed to be an exception.

Participants said that the effect of a lack of suitable move-on accommodation was that survivors had to stay in refuge accommodation for longer periods than had previously been thought necessary.

In this context, the six-month ‘relevant period’ was regarded as insufficient, and the move on to a supported standard contract might give rise to lower priority for move-on accommodation:

[W]hen [the Act] was written, for people in transitional, short-term supported accommodation, you would no way expect the majority to be in there beyond six months. The current situation is people are in there for two years because there is just no affordable properties on the housing market. (P6, representative organisation)

And that's a stark contrast to a few years ago when people would come in and they'd say, 'How long am I going to be here?' And you'd say, 'Look, you need to think you're going to be here three months. Maybe single women maybe you're going to be here a bit longer, six months.' Now you're saying to people, 'Realistically, you're looking at a year before ...' Especially single women. And so it's a log-jam. (P12, refuge service manager)

## **Demand**

Refuge provider participants said that they had experienced an increase in demand for their service during this period. This created a greater demand for their service which they could not meet, and might also make them more sensitive to log-jams in their refuge. For example, P2 (a local authority officer with responsibility for strategic housing commissioning) told us that the number of presentations with which they were dealing as a local authority had risen substantially, and created a challenging environment: 'When we were dealing with the numbers we were dealing with in 2015 and the timescale of move-on we were dealing with in 2015, that might not have presented anywhere near as many challenges as it does now.'

## **Complex needs**

Many service users were perceived by service providers, RSL managers and representatives from charitable organisations to be presenting with more complex, intersectional needs, risks and vulnerabilities. This view was widely held among the sample. Participants felt that those needs had become more prominent since 2016.

In particular, a larger proportion of survivors was said to present with a range of mental health needs and complex trauma; with substance misuse issues, as well as risky behaviours and criminal offending histories. Survivors with more complex needs require a range of support beyond that historically provided by refuges. This meant also that there were greater risks to be managed within refuges, which might require swifter action (and which would be better managed through the use of a licence).

Survivors and others may not be happy to involve the police in managing the risks posed by occupiers. Accordingly, participants said that there was a need for quick and effective

remedies for landlords and managers against occupiers. As a result, potential occupiers might not be allocated a refuge space in the climate set by the Act:

I think it's put a hell of a lot of pressure on organisations like us and housing associations, around the requirements. And don't get me wrong, everybody should be in an appropriate and safe home, not taking away any of that. But the risk to organisations such as ours, with renting, with how people – and being able to do that with very minimal notice could be disastrous. (P4, support charity)

Because if you've got a very problematic client that impacts all the other women, that puts other people at risk. So that was very much a concern. And it was almost noticeable. We used [access website] so when you use it to see what space is available – I would say on a daily basis – all the space that is available each group has commented, 'No complex needs. No complex needs.' And you feel like everybody's a bit wary of getting, for want of a better word, lumbered with a client that they can't move on. (P12, refuge service manager)

This concern for quick and effective remedies also exposed certain misunderstandings about how the legislation was designed to work. The ability to take swift eviction action in cases of anti-social behaviour, alongside other remedies, may not have been acknowledged or become understood by on-the-ground practitioners:

It's simply because of the risks are too high, you know. And I get it, the provider has got to safeguard their staff. They've got to safeguard the other service users there. And yeah, if their kind of only recourse to asking someone to leave is to give someone a two month notice and then have to go through a court procedure, etc, the costs of all that. Or not accept someone, then I understand the decision. (P2, a local authority officer with responsibility for strategic housing commissioning)

### **Trauma-informed approach**

In addition to those three issues, one charitable agency participant alerted us to the fact that, since the Act was passed, service providers and their staff had adopted and developed more trauma-informed practices and understandings: 'we've moved a long way since 2015-ish, when [the Act] was developed, in terms of being more trauma informed as a sector' (P6, representative charity). That approach, in particular, is informed by a survivor-centred understanding, which recognises that survivors' timescales are different; and, in particular, that the early phases of leaving an abusive situation can be chaotic.

## **Routes into refuge accommodation**

Seven participants raised an issue to which the literature had not adverted, relating to the administrative routes taken by survivors into refuge accommodation.

Survivors who approach a refuge directly or indirectly through a referral agency will have the standard six-month relevant period applied to them.

However, a survivor who is referred by a local authority to meet the authority's homelessness duties will have a 12-month occupation licence or tenancy, which has no security beyond the contract. The 12-month period commences on the date on which the notification as to duty owed by the local authority is provided. We were told that not all local authorities make referrals of survivors under homelessness duties; they may be diverted through other administrative arrangements such as a supported housing referral. Participants referred to inconsistency in local authority approaches.

The further issue with access through the homelessness route is that the 12-month period commences on the date the survivor is notified of the local authority's decision. However, that date of notification may not be provided to the refuge provider, leading to concern that they may not find out in sufficient time. Further, there was some confusion among some local authorities about the arrangements by which they had referred the survivor:

A few of them have come to us retrospectively and said, 'Oh you know we said we want you to treat this like supported accommodation, well we now want you to treat it like temporary accommodation or a mix of temporary accommodation and supported accommodation, depending on who you've got in at any one time.' (P8, head of domestic abuse service)

## **Management relationships**

There are a multiplicity of contractual relationships between social housing providers and providers of support in refuges. Commonly, the RSL provides a building and contracts with the support provider to manage the building. However, other ways of organising that relationship exist. Further, in some cases, local authorities will have oversight over management of refuges as commissioners of the Housing Support Grant.

We were told that, since implementation of the Act, there had been changes in these relationships (although this was not uniform, and some relationships had remained as they were pre-implementation). RSLs commonly (but not always) will be responsible for any possession proceedings and, therefore, have become more prescriptive in terms of their oversight of the contractual relationship between support provider and occupier. That



prescription may be about the type of contract to be issued, or it may be around sharing documentation of the agreement, or it may be around documenting interventions within the refuge.

One of our RSL participants explained why they had taken on additional controls over the occupation agreements (such as, requiring proportionality assessments before possession is sought and conversations before terminating a licence). This demonstrates that this level of control is not always related to the Act but to previous problematic practice:

It came about, we updated the agreement to reflect [the Act] after it was implemented. And we had a serious incident in one of the properties. The provider had applied for possession to the court. The first [we] heard about it was when possession was refused. Then they came to us and we thought, well, hang on a minute, this shouldn't have got this far anyway. (P16, RSL supported housing agency manager)

Some participants welcomed this level of control by RSLs because it gave them comfort to be using another organisation's licence agreements: 'it almost feels safer because this is their contract and we manage that contract now. Whereas previously it was our licence agreements and we were responsible. We're still responsible but it seems more safe' (P15, service provider head).

These changes had practice implications. For example, requiring a support provider to scan documents to an RSL caused additional work in the absence of a scanner; sharing information about residents breached confidentiality rights and required the development of an information-sharing protocol; more monitoring was being conducted by RSLs. P17, an RSL supported-contract manager, felt that service providers might not have the time or expertise to do what was now being required of them under the Act.

There was also a suggestion that at least some RSLs' approach had changed over time:

At the outset our housing associations were – it felt like in a complete panic. And really not clear about how this was going to work. There was a lot of misunderstanding, I think, with the housing associations about dates. They wanted to know the dates everybody came in. They wanted to be reported sort of every month about who was still in, how long they'd been there. And then from a sort of huge panic it literally has gone to no contact at all [laughs]. (P12, service manager)

In some areas, local authority officers would also require discussions before a supported-housing provider terminated an occupier's rights of occupation. This was regarded uniformly

as appropriate because, ultimately, the local authority would be responsible for the household if they were to make an application for homelessness assistance. It was also regarded as a proper check on decision-making which avoided people being evicted from accommodation for reasons that could be resolved by other means.

### **Extending licences**

Given what has been noted above about the paucity of move-on accommodation experienced by some providers, participants were asked about the experiences of extending the relevant period by three months by application to the local authority. Some providers were content to let occupiers take supported standard contracts at the end of the six-month period, at least in some cases. However, the more common approach was to seek an extension.

As a general rule, local authorities were said to be empathetic to extensions of licences, and the threshold for a successful application appeared low. However, we were told that local authorities operated inconsistent practices and made inconsistent decisions which caused difficulties to providers.

Some local authorities simply required an email request, some required greater process. Either way, however, the application was felt to be a matter of form over substance. As P15, a service provider head, explained: 'some local authorities have got a process others don't. And [with one authority] we'll just send an email to say, "This person has been in refuge for X amount of time. She has applied to be homeless in whatever area. Can you grant an extension to the licence agreement until we hear back from the local authority?"'. As P12, a refuge service manager said, with one authority, the process was a 'paper exercise, absolutely pointless really because you're not going to turn me down' (due to the revolving door of homelessness).

That having been said, not all applications were approved by some authorities. Providers said that practice was inconsistent, although most of their applications were approved because it was recognised that there was an issue with move-on accommodation. That was the reason why P12, a refuge service manager, said it was a 'paper exercise':

I mean our monitoring officer with [Local Authority] understands the situation so they're signed off. It's not a case of we're asking for additional time because we haven't fulfilled our side. It is everyone is the same, we're asking for additional time because this person is still waiting for accommodation. So, yeah, it's an admin task but there's never a question as to why that person is still there.

The principal issue with the extension lay in ensuring that it was made in good time before the relevant period ended. This required systems to be put in place to enable the provider to make the application in time. As P2 (a local authority officer with responsibility for strategic-housing commissioning) put it, 'The whole kind of admin process around extending is too onerous from the local authority and the providers, so that it's extremely easy for sort of deadlines to be missed in terms of the extension options for licences which can lead to an occupation contract occurring almost because someone has just missed a deadline, for example.'

The process itself, while not unduly onerous, did require time to be spent on it. This was regarded as additional administrative time for which support providers are not given funding. We were told by one support provider that an extension would take one hour and then there may be additional queries from the local authority. That was time which the charity itself would have to fund.

#### **48-hour exclusion**

The supported standard contract has a novel and, considered by some stakeholders during the passage of the Renting Homes Bill in 2015 to be a controversial provision enabling the provider to exclude a resident for up to 48 hours.

Few of our participants had used this new power for a variety of practical reasons, not least that it would take up a considerable amount of administrative time which went beyond their funding agreement:

It's going to be at least six, seven hours I would say. By the time you've agreed the process, you've done all of the paperwork. Then someone has to issue the paperwork, including going up to on call, out-of-hours, if that's what's needed. Then having to liaise with all of the agencies around homelessness, where can that person go? Trying to make sure they're safe. And then arranging all of those multi-agency meetings with commissioners, homelessness, with the person. Typing that all up, doing all the monitoring, ... (P7, refuge service worker)

Additionally, there were said to be practical issues with the power. First, the provider would need to source alternative accommodation which would be particularly difficult (especially depending on when the issue arose). As P15 (service provider head) put it, 'Who, who is going to take somebody from any organisation who's caused whatever they've done to be excluded for 48 hours? Who's going to accept them? I think it leaves people very vulnerable. And we wouldn't do that.' However, P4 (support charity) had decided to use the power, they

could not find an alternative provider, and the occupier 'ended up in the judicial system' as a result.

Secondly, we were told that excluding somebody for up to 48 hours was a 'worthless exercise' and unlikely to achieve anything (P2, a local authority officer with responsibility for strategic-housing commissioning). P7, who had experience of the power being used twice in their organisation, said that 'it's probably better for us to go for increasing lone working staffing to double staffing for a period of time and trying to pull in all of the, you know the mental health or substance use services to try to deal with the crisis'.

## Conclusions

The Act sought to balance two competing aims as regards supported housing: the need for management flexibility and the recognition that its occupiers should have some security in their home. The Act balanced that tension, following consultation, by recognising that, during an initial period of six months, the provider should be free to use the form of contract it wished. That period could be extended. After that period (and any extension) expired, occupiers would be automatically entitled to a degree of security under a supported standard contract.

The research was originally designed to seek survivors' views on the rights granted to them under the Act. However, the research team was unable to address the original research questions because they were unable to obtain a sample of survivors within the time frame for the research. The research team recognise that the absence of the voices and experiences of survivors from this report also represents a significant limitation on the findings.

Instead, the research explored possible consequences of the Act (intended or unintended) on the management and provision of refuge accommodation. The methodological tools used for that assessment were a literature review and semi-structured interviews with a small number of main stakeholders. The absence of survivors' voices means that the findings from the main stakeholders could not be triangulated from their experience. Further, the number of main stakeholders interviewed means that the findings cannot be said to be generalisable.

The literature review found that five principal concerns had been expressed by WWA from a limited number of sources about the Act to advance the case for its reform:

- the inability to evict occupiers with sufficient speed affected the management of the refuge;
- the supported standard contract meant that they were unable to manage their bedspaces appropriately;
- the requirement of four weeks' notice in abandonment cases slowed the re-use of accommodation;
- granting more secure rights would reduce priority on local authority waiting lists; and
- there was a greater administrative burden on already stretched staff.

The literature concerning the law on supported housing demonstrated that there is uncertainty about the creation of licences, and whether they are, in law, licences, which can affect responsibilities and rights under the Protection from Eviction Act 1977.

There is significant and growing literature on trauma-informed practices in refuges, which emphasises the need to adopt an individual-centred, compassionate approach.

The findings from the main stakeholders were:

- The level and type of security generally given to residents tends to differ depending on the type of accommodation provided and the needs of residents. Generally, a survivor occupying self-contained accommodation, and receiving support, is likely to be given a greater level of security (and the self-contained nature of their accommodation may in any event mean that they are occupying under a tenancy rather than a licence). A survivor occupying shared, more temporary accommodation is likely to have the least security.
- Prior to the Act, licence agreements were generally used as standard practice (even though in law a tenancy may have applied, which put providers at risk of a criminal breach of the Protection from Eviction Act 1977). There were concerns expressed by some about the disproportionate use of the powers under a licence.
- As regards the Act itself, it was recognised that it sought to provide consistency, security and greater rights to occupiers. As regards consistency, there were issues over differences in legal advice provided about the effects of the Act and different local authority practices experienced. As regards security and rights, while participants understood the motivations for the Act's provisions, they expressed different views about their efficacy and workability. Participants' views were coloured partly by a misunderstanding of the Act. Although a limited sample, participants had not experienced a survivor refusing an offer of accommodation due to their increased security and rights under the Act.
- Four contextual challenges were raised by participants. First, there was a lack of move-on accommodation available to them, particularly in some areas, which meant that survivors stayed in refuge accommodation for longer periods. Secondly, there was greater demand for refuge accommodation. Thirdly, some survivors approached refuges with more complex needs than had previously been found. Additionally, since 2016, one charitable agency said that service providers and their staff had adopted and developed more trauma-informed practices and understandings.
- The routes that survivors take into refuge accommodation impacts on their level of security. If a survivor is provided with refuge accommodation by a local authority in partial satisfaction of homelessness duties, they will have a longer period of occupation under a licence than if they had approached the refuge

otherwise. Where the survivor occupied under homelessness duties, an issue also arose about finding out when the statutory licence began.

- Although management arrangements are different across the sector, there was a suggestion that some RSLs are exercising closer oversight over service providers. This shift may have been in train before the Act, but the Act itself has hastened this closer oversight.
- As regards the extension of licences, participants felt that the local authorities with which they engage have inconsistent practices as regards process and the degree of oversight. Practices range from an exchange of emails to formal applications; and some authorities automatically accept extensions, whereas others do not approve all applications.
- Few participants had used the power to exclude an occupier for 48 hours. The power was said to require considerable administrative time, and they would commonly be unable to source alternative accommodation. Further, the limited period was said to be unlikely to achieve anything.
- This research was commissioned to provide supplementary qualitative evidence to inform the wider evaluation of the Renting Homes Act. As such, and owing to the aforementioned sampling limitations, it is not within the scope of this research to provide recommendations, and these have not been included in this report.
- It is important to acknowledge that, given the necessity of understanding survivors' experiences of this legislation, this research initially intended to explore the views of survivors on their rights resulting from the Act. However, as discussed, it was not possible to access a suitable sample of survivors for the research.
- The primary contribution of this report has been to add to an under-researched area, detailing findings of research undertaken with main stakeholders and exploring at greater depth their views of the effects of the Renting Homes Act 2016 on the refuge sector.

## Reference section

- Baxter, S., Carr, H. and Cowan, D., 2021. *Supported Housing and the Law*. Legal Action Group 2<sup>nd</sup> edition.
- Bumiller, K., 2010. 'The nexus of domestic violence reform and social science: From instrument of social change to institutionalized surveillance'. *Annual Review of Law and Social Science*, 6(1): 173–193.
- Dobash, E. and Dobash, R., 2000. 'The politics and policies of responding to violence against women', in J. Hanmer, C. Itzin, S. Quaid and D. Wigglesworth (eds), *Home Truths about Domestic Violence: Feminist Influences on Policy and Practice: A Reader*. Routledge, pp 187–204.
- Elliott, D., Bjelajac, P., Fallot, R.D., Markoff, L.S. and Reed, B.G., 2005, 'Trauma-informed or trauma-denied: principles and implementation of trauma-informed services for women', *Journal of Community Psychology*, 33(4): 461–477.
- Hamer, R., 2023. 'The Scylla state: a gendered understanding of the experiences of marginalised women in the United Kingdom'. *The British Journal of Sociology*, 74(5): 938–956.
- Hague, G., 2005. 'Domestic violence survivors' forums in the UK: experiments in involving abused women in domestic violence services and policy-making'. *Journal of Gender Studies*, 14(3): 191–203.
- Ishkanian, A., 2014. 'Neoliberalism and violence: the Big Society and the changing politics of domestic violence in England', *Critical Social Policy*, 34(3): 333–353.
- Law Commission, 2002. *Renting Homes 1: Status and Security* (CP 162).
- Law Commission, 2003. [Renting Homes: The Final Report vol 1](#) (Report, LC No 297).
- Law Commission, 2013. *Renting Homes in Wales* (LC337).
- Lock, K., Baker, T., Davies, A., Morris, D., Wilson, B. and James, V., 2024. [Renting Homes \(Wales\) Act 2016 Evaluation: Phase 1 Report](#). Welsh Government (accessed 14<sup>th</sup> April 2025).
- Ranasinghe, P., 2017. *Helter-Shelter: Security, Legality, and an Ethic of Care in an Emergency Shelter*. University of Toronto Press.
- Welsh Government, 2013a. *Renting Homes: A Better Way for Wales*. Welsh Government.
- Welsh Government, 2013b. *White Paper Summary of Responses – Renting Homes: A Better Way for Wales*. Welsh Government.
- Welsh Women's Aid (WWA), 2022. [A Perfect Storm: The funding Crisis Pushing the Welsh VAWDASV Sector to the Brink](#). WWA (accessed 14<sup>th</sup> April 2025).



Welsh Women's Aid (WWA), 2024a. [State of the Sector Report 2022–23](#). WWA (accessed 14<sup>th</sup> April 2025).

Welsh Women's Aid (WWA), 2024b. [State of the Sector Report 2024](#). WWA (accessed 14<sup>th</sup> April 2025).

## **Annex: Questionnaire for use with main stakeholders**

1. Tell us about your role
  - a. What parts of your role involve housing/accommodation?
  - b. How much of your job is taken up with this kind of work?
  - c. How often does this part of your role involve dealing with statutory requirements?
2. What do you do around domestic abuse work? How much of your job is taken up with this kind of work?
3. With which agencies do you work in relation to housing and accommodation?
4. Where do you get your knowledge and information in relation to housing and accommodation? How do you keep up to date?
5. What are the challenges you face in your role in relation to housing and accommodation?
6. What do you think about Renting Homes generally?
7. What do you think about the supported housing provisions?
8. How have you interacted with the Act?
9. How has it affected your organisation?
10. How has it affected the people with whom you work?
11. What advice/information would you give a domestic abuse survivor about their rights under the Act when they leave?
12. What advice/information would you give a domestic abuse survivor about their rights under the Act to occupy a space in a refuge?