

## 1 Purpose

- 1.1 This policy outlines how Hume Group responds to and manages incidents of Domestic and Family Violence (DFV) through our service delivery to our Customers.
- 1.2 This policy acknowledges the significant and pervasive impact of DFV on our Customers, employees, and community. It outlines our approach to managing allegations of DFV, supporting Victim/Survivors and advocating for broad and meaningful change.

## 2 Scope

- 2.1 This policy applies to all Hume Group Customers.

## 3 Policy Statement

### Supporting our Customers

- 3.1 This policy operates from a safety-first approach, that is in any decision, the safety of a Victim-Survivor and your children affected by DFV is key. We will listen to Victim-Survivors and include your feedback in service delivery decisions.
- 3.2 We acknowledge that DFV has serious and harmful impacts on our Customers and your children and are committed to providing a sensitive, confidential, and appropriate response to reducing the impact of DFV on all Victim-Survivors regardless of age, gender, race, religious beliefs, disability, sexual orientation or social background, through the provision of safe and affordable housing and housing assistance.
- 3.3 We will comply with all responsibilities under [the Residential Tenancies Act 2010](#), [the NDIS Practice Standards](#) and all requirements under the NDIS Quality and Safeguards Commission for all Customers who are NDIS participants, mandatory reporting requirements (refer to [Mandatory Reporting Policy](#)) where there are impacted children and/or young persons in relation to DFV and any other legislative requirements.
- 3.4 If we believe there is an imminent risk of harm, we may need to make a report to the NSW Police. Hume Group employees are also mandatory reporters under the child protection laws. We are also required to report any incident relating to our Customers who are NDIS participants.
- 3.5 We will work with support services and referral partners to assist Customers experiencing DFV and deal with perpetrators, as DFV cases require a multi-agency approach.
- 3.6 We are committed to building our skills, capacity and practice to identify indicators of DFV and to work with Victim-Survivors to assist them to manage their housing and support situation.
- 3.7 We are committed to providing tenancy support and assistance to Customers experiencing DFV and encourage Victim-Survivors to contact their Neighbourhood Officer, Tenancy Sustainment Co-ordinator or any other Hume Group employees who can provide support or assistance. Customers seeking housing assistance can contact the Housing Options Team.
- 3.8 When notified of an incident of DFV we will:
  - Support the Victim-Survivors.
  - Arrange for you to speak with someone of the same sex if you feel safer doing so.

- Keep all information confidential and only share with third parties with your specific consent or if required by law ([e.g. Mandatory Reporting Policy, Part 13A of Crimes \(Domestic and Personal Violence\) Act 2007](#) and Chapter 16A of The Children and Young Persons (Care and Protection) Act 1998 ).
- Provide information about how a Customer can end a tenancy without penalty if you or your dependent children are in a DFV situation (see sections commencing from 3.12 below).
- if members of a household are at risk, assist you to access crisis or medium-term housing options, including refuge accommodation.
- Encourage anyone experiencing DFV to engage with specialist DFV services and make referrals on your behalf with consent (if required). Support services might include safety planning, counselling, court support, financial assistance etc.
- Ensure repairs and safety modifications are undertaken to promote Victim-Survivors' safety in our properties in a timely manner.
- Support the Customer to report any criminal activity to the police.

3.9 We will use all reasonable endeavours to contact you using the method as notified by you.

3.10 If we believe there is a serious risk to life, health or safety or an imminent risk of harm to a Customer or your children, and where it is unreasonable or impractical to obtain consent to disclosure, we may share information to reduce or prevent the threat as permitted by [Part 13A of the Crimes \(Domestic and Personal Violence\) Act 2007](#), which facilitates the collection, use and disclosure of personal and health information in cases involving Domestic and Family Violence and any other relevant legislation.

3.11 Our employees are also mandatory reporters under the child protection laws and when required we will share information as per [Chapter 16A of The Children and Young Persons \(Care and Protection\) Act 1998](#) which allows information exchange between bodies prescribed under that Act and any other relevant legislation. We are also required to report any incident relating to our Customers who are NDIS participants ([National Disability Insurance Scheme \(Incidents Management and Reportable Incidents\) Rules 2018](#)).

### Assistance available for Customers

3.12 The Residential Tenancies Act 2010 allows for a tenancy to end or be changed because of DFV. The Customer experiencing DFV may wish to stay at the property and have the perpetrator leave or end the tenancy without penalty. Where possible and where it is safe to do so, we will support Victim-Survivors to remain in their home.

#### Evidence Requirements

In some circumstances, we may need Customers to provide evidence of DFV in line with the requirements of the Residential Tenancies Act 2010 or any other reasonable requests or legislative requirements. Acceptable forms of evidence include:

- a certificate of conviction for the domestic violence offence
- family law injunction
- provisional, interim or final Domestic Violence Order (DVO)
- declaration made by a competent person in the prescribed form ([Schedule 3 of the Residential Tenancies Regulation 2019](#)).

3.13 While in some instances, we may not be able to provide immediate housing relief to a Customer who is a Victim/Survivor through our housing response or our Customer may only be seeking information and support at that time, we will work with Customers to ensure all options are explored and they understand what these options are and how to access them.

3.14 Other assistance that we may be able to provide a Customer who is a Victim/Survivor may include:

- An explanation on the range of housing options available and implications for their tenancy.
- Reference to specialist domestic violence support and information services and the NSW Police (where appropriate and with consent unless reporting is required by law)

- Reporting of children at risk of harm to the NSW Department of Communities and Justice
- Reporting of incidents relating to NDIS participants
- Conduct of case co-ordination with specialist services and police, where appropriate.

### 3.15 Allowable Absence Due to DFV

We recognise that in some cases it will be necessary to ensure safety through an immediate short term relocation for a Victim-Survivor. In these circumstances, we may allow absences for up to 3 months from the property.

This will allow time for the Customer to investigate your options without the need to make an immediate decision. If a fee is being charged for alternative accommodation during this period (for example a refuge, motel, or with family and friends) the Customer can apply for the weekly rent to be reduced in accordance with Hume Group policies. Examples of these instances can be found in our [Absence from Home Policy](#).

### 3.16 Tenancy Re-Instatement

We recognise that a Customer may be forced to leave your home to ensure your own safety by escaping from DFV. In these instances, and in accordance with our policies, we may consider re-instating the Customer's tenancy at a later date, when the Customer relinquishes the tenancy. Details on the evidence required in these instances can be found in our [Ending a Tenancy Policy](#).

### 3.17 Transfers

Where there is no immediate danger to the Customer who is a Victim-Survivor or where the immediate danger has been averted by a temporary move, we may consider using the Transfer Policy and initiate a Management Transfer. Details of evidence required for such a transfer are included in our [Transfer Policy](#).

### 3.18 Ending the tenancy

Where the perpetrator is the Customer, the tenancy can be terminated immediately, and the Victim-Survivors will not be penalised for ending their tenancy. In these instances, the Customer will be encouraged to relinquish their tenancy, with the possibility to reinstate it at a future date. In this situation if the Victim-Survivors are a remaining authorised household member and eligible for social housing, the Victim-Survivors may apply to succeed the tenancy or apply for transfer.

### 3.19 Perpetrator excluded from the home

If a court makes a final apprehended violence order (AVO) against a perpetrator with an exclusion order, the tenancy of the perpetrator can be terminated ([see s. 79 of the Residential Tenancies Act 2010](#)). This means the Victim-Survivor can be the sole Customer at the property and change the locks as necessary.

Where the perpetrator is not an occupant of the household, we will work with the Customer and where required, refer you to specialist support and legal services to ensure your safety.

### 3.20 Victim/survivor leaves the home

If the Victim-Survivors wish to leave a tenancy with a perpetrator, seek the advice of Hume Group employees who can assist you with Housing Options. In some instances, a tenancy can be terminated if one of the co-tenants or occupants has a final AVO preventing access to the premises ([see s. 100\(1\)\(d\) of the Residential Tenancies Act 2010](#)).

### 3.21 Safe at Home Measures

Where a decision is made between the Customer and their support provider that the Customer will remain living in the property, we may be able to assist with reasonable security upgrades at the property.

### 3.22 Security Upgrades Under the Staying Home Leaving Violence Program

[The Staying Home Leaving Violence \(SHLV\) Program](#) aims to prevent homelessness by working with NSW Police to remove the perpetrator from the family home so that the Victim-Survivors can remain safely where you are. Clients of SHLV Program are provided with a range of support for Victim-Survivors such as safety planning, improving home security, assistance in managing finances, support for children and help throughout the complicated legal process.

We are committed to assisting Customers engaged in the SHLV Program and living in our properties to stay in your homes wherever reasonably possible. We may be able to assist with installation of security upgrades at the property and will work with the Customer and support agencies to determine the allocation of costs for upgrades.

Our permission is required before any work is carried out on a property. We will assess applications for alterations to dwellings on a case-by-case basis. This assessment will take into consideration:

- Type of property
- Location of property
- Costs of upgrade in light of the overall maintenance and condition of the property
- Leasing arrangement (capital or leasehold)
- Recommendations arising from the safety planning and assessment from the support service.

If a Customer resides in a leasehold property, we will attempt to negotiate for the owner to undertake the works using funds available from the support provider. Where this is not possible, a management transfer may be required. Victim-Survivors will not be responsible for property damage caused by a perpetrator of violence during a DFV offence. Evidence may be required to support this.

**Our responsibility to advocate**

3.23 DFV is a major contributor to housing insecurity and homelessness. We will continue to advocate for:

- increased funding for frontline DFV services and the construction of expanded crisis accommodation options.
- Large scale investment in social and affordable housing to reduce pressure on the rental market for Victim-Survivors.
- Expansion of programs such as Start Safety.
- Legal and policy changes to improve the social and economic participation of women.
- Appropriate changes to the criminal law to reflect a contemporary understanding of the dynamics of intimate-partner abuse.
- Choice, control and independence for people living with disability to access safe and secure housing, free from abuse, neglect and exploitation.

**4 Responsibilities**

4.1

Role or responsibility	Position or delegation level
Developing the process to implement this policy	General Manager Housing & Impact
Approving Policy	Chief Operating Officer
Implementation	All employees

**5 Definitions**

**Domestic and Family Violence** or **DFV**: is violent, abusive or intimidating behaviour within a Domestic Relationship to control, dominate or cause fear. It can take many forms including physical, psychological, emotional, sexual or financial abuse or damage to property.

Domestic and Family Violence often includes coercive control, which is a pattern of behaviour used by a perpetrator that is designed to take away a person’s liberty and undermine their sense of self. Tactics include isolating the person from family and friends, restricting access to money, constantly monitoring or tracking, stalking, gaslighting and creating fear of retribution or forcing some to take or depriving someone of medicines or medical procedures.

We recognise that Domestic and Family Violence can happen to anyone, regardless of social background, disability, age, gender, religion, sexuality, or ethnicity. We also recognise that Domestic and Family Violence affects both men and women, including those in lesbian, gay, bisexual, transgender, intersex, and queer relationships.

Family violence refers to violence between family members, which can include violence between current or former intimate partners, between parent and a child, between siblings and more and may constitute a form of child abuse where children and young persons are affected.

**Domestic relationship** - a person has a **domestic relationship** with another person if the person—

- (a) is or has been married to the other person, or
- (b) is or has been a de facto partner of that other person, or
- (c) has or has had an intimate personal relationship with the other person, whether or not the intimate relationship involves or has involved a relationship of a sexual nature, or
- (d) is living or has lived in the same household as the other person, or
- (e) is living or has lived as a long-term resident in the same residential facility as the other person and at the same time as the other person (not being a facility that is a correctional centre within the meaning of the *Crimes (Administration of Sentences) Act 1999* or a detention centre within the meaning of the *Children (Detention Centres) Act 1987*), or
- (f) has or has had a relationship involving his or her dependence on the ongoing paid or unpaid care of the other person, or
- (g) is or has been a relative of the other person, or
- (h) in the case of an Aboriginal person or a Torres Strait Islander, is or has been part of the extended family or kin of the other person according to the Indigenous kinship system of the person's culture.

**Customer** means and includes tenants, additional occupants, applicants, and their families.

**Hume** means Hume Community Housing Association Company Limited.

**Hume Group** means the corporate structure that includes Hume and Subsidiaries as created from time to time.

**Subsidiaries** means a company in which Hume is the sole member or owns all or at least a majority of the shares.

**Victim-Survivors** mean people including adults, children and young people, who have direct first-hand experience of Domestic and Family Violence, as well as immediate family members of those who have lost their lives to Domestic and Family Violence.

## 6 Related Legislation and Documents

### Legislation

[Child Protection \(Working with Children\) Act 2012 \(NSW\)](#)

[Children and Young Persons \(Care and Protection\) Act 1998 \(NSW\)](#)

[Crimes Act 1900 \(NSW\)](#)

[Crimes \(Domestic and Personal Violence\) Act 2007 No 80](#)

[National Disability Insurance Scheme Act 2013](#)

[National Disability Insurance Scheme \(Incidents Management and Reportable Incidents\) Rules 2018](#)

[NDIS Practice Standards](#)

[NDIS Quality and Safeguarding Framework](#)

[Residential Tenancies Act 2010](#)

[Residential Tenancies Regulations 2019](#)

[Hume Policies](#)

[Absence from Home Policy](#)

[Code of Conduct](#)

[Ending a Tenancy Policy and procedure](#)

[Mandatory Reporting Policy](#)

[Safeguarding Vulnerable Persons Policy](#)

[Transfer Policy](#)

## 7 Feedback and questions

- 7.1 Customers can provide feedback at any time by contacting the Customer Service Centre on 1800 004 300
- 7.2 Hume employees may provide feedback about this document by contacting their Manager and General Manager Housing and Impact.

## 8 Approval and Review Details

Approval and Review	Details
Approval Authority	Chief Operating Officer
Policy Owner	Chief Operating Officer
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Policy History	
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