

Domestic and Family Violence

Overview

This policy explains how we will support people who are experiencing domestic and family violence.

Scope

This policy applies to SGCH Homes Victoria and its subsidiaries (**we, our and us**).

Definitions

Domestic and family violence

Domestic and family violence is behaviour that is violent, threatening, controlling, and makes someone live in fear and the people involved are in, or have been in a domestic relationship. It can include:

- increasing levels of abuse and violence
- intimidation
- physical abuse
- sexual assault
- verbal abuse and/or threats
- harassment and stalking including communication offences such as harassment via repeated phone calls, text messages or on social media
- emotional and/or psychological abuse
- coercive control
- threats to harm others
- causing harm to pets
- threats of, or actual damage to property
- financial abuse such as controlling access to money
- social abuse such as limiting or controlling social interaction
- forced control over the victim's behaviour
- breach of a family violence intervention order
- abuse of an older person or children.

Domestic relationship

A person has a domestic relationship with another person if the person:

- is or has been married to the other person
- is or has been a de facto partner of the other person
- has or has had an intimate personal relationship with the other person, whether or not the intimate relationship involves or has involved a sexual relationship
- is living or has lived in the same household as the other person, or

- 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 (except a correctional facility or child detention centre)
- has or has had a relationship involving their dependence on the ongoing paid or unpaid care of the other person
- is or has been a relative of the other person
- for an Aboriginal person or a Torres Strait Islander, is or has been part of the extended family or kin of the other person under that person's kinship system.

Guiding principles

- Domestic and family violence is illegal and unacceptable.
- The victim-survivor's safety is our primary concern.
- We will treat all reports of domestic and family violence seriously and will aim to protect the victim-survivor when responding to domestic and family violence.
- Our response to domestic and family violence will depend on the circumstances.
- We recognise that the victim-survivor has a right to remain in their home (or to be transferred to a different property if they prefer).
- We consider human rights when making decisions following the *Charter of Human Rights and Responsibilities 2006*.

Our response to domestic and family violence

Where we believe there is a serious threat to life, health or safety, and where it is unreasonable or impractical to obtain the individual's consent to a disclosure, we may share information to reduce or prevent the threat as permitted by privacy laws. We will meet legal requirements when dealing with domestic and family violence situations.

Where there is evidence of domestic and family violence, we will:

- support the victim-survivor
- explain to the renter, co-renter and any household members their rights when dealing with domestic and family violence situations. This may include information about how the renter/co-renter can end a tenancy without penalty if they or their dependent children are in domestic and family violence situations
- report domestic and family violence matters to relevant authorities or agencies we are required by law, for example, the mandatory reporting for children and young people at risk
- consider the safety and wellbeing of people in the household including children and young people
- support information sharing with service providers under the [Family Violence Multi-Agency Risk Assessment and Management Framework \(MARAM\)](#) in order to prevent or lessen serious threats to the life, health or safety of domestic and family violence victim-survivors and their children
- provide information about options or support that is available
- refer the victim-survivor to relevant programs and services
- end the rental agreement (if necessary)

- transfer the victim-survivor to another property (if necessary)
- refer the victim-survivor to support
- ensure our services are accessible, culturally responsive and safe.

Supporting documentation

We will ask the victim-survivor for information and/or documentation to support their request for assistance. The type of evidence we ask for will depend on the situation, but it may include a police report.

Changing or ending a rental agreement in circumstances of domestic and family violence

A renter or co-renter can apply to the Victorian Civil and Administrative Tribunal (VCAT) to end or change the rental agreement if they or their dependent child are in circumstances of domestic or family violence. VCAT also has [family violence support workers](#) available to provide assistance.

VCAT can give the following orders:

- the rental provider must issue a new rental agreement in the victim-survivors name
- the victim-survivor can leave the property before the rental agreement ends without having to pay for breaking the lease.

A person is in the circumstances of domestic or family violence if:

- they are or have been the victim of a domestic and family violence offence while a renter or co-renter of, or dependent child in, the rented premises, and a relevant domestic violence offender has been found guilty of that offence
- they are a protected person under a safety notice or intervention order has been made for their protection or through a non-local domestic violence order.

If the renter/co-renter gives a notice to vacate, they must attach one of the following types of evidence:

- certificate of conviction for the domestic violence offence
- evidence of being a protected person under a family violence safety notice, family violence intervention order or recognised non-local domestic violence order.

If a renter ends their fixed term tenancy in circumstances of domestic and family violence, they will not be liable to pay any compensation or additional money for the early termination.

If a co-renter (other than a relevant domestic violence offender), remains in the tenancy, they will be able to apply to VCAT to end their tenancy and they will be entitled to a 2-week period where they will only pay their share of the rent.

Refer to the [Consumer Affairs Victoria](#) and the *Residential Tenancies Act 1997 (Vic)* for further information about ending a rental agreement in circumstances of domestic and family violence.

Privacy and confidentiality

We respect people's right to privacy. We will follow the law when we handle personal information.

Relevant legislation, regulations or standards

- [*Charter of Human Rights and Responsibilities Act 2006 \(Vic\)*](#)
- [*Children, Youth and Families Act 2005 \(Vic\)*](#)
- [*Housing Act 1983 \(Vic\): Performance Standard 1 \(Tenant and housing services\)*](#)
- [*Family Violence Multi-Agency Risk Assessment and Management Framework \(MARAM\)*](#)
- [*Family Violence Protection Act 2008 \(Vic\)*](#)
- [*Ministerial Guidelines - Family Violence Information Sharing Scheme*](#)
- [*Privacy Act 1988 \(Vic\)*](#)
- [*Residential Tenancies Act 1997 \(Vic\)*](#)

Related documents/resources

- [*Consumer Affairs Victoria*](#)
- [*VCAT Renting and Personal Family Violence Brochure*](#)
- Policy: End of Rental Agreement

Policy information

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