

All enquiries, 24-hours: 0800 AVIVA NOW (0800 28482 669) or (03) 378 3847

Web: www.aviva.org.nz Email: enquiries@aviva.org.nz

PO Box 24 161, Christchurch 8141



11 February 2021

All Members of Parliament
Freepost Parliament
Private Bag 18 888
Parliament Buildings
Wellington 6160

Hon Member of Parliament,

Aviva was excited to hear about the Residential Tenancies Act 2020 and the addition of Section 56B, "Withdrawal from tenancy following family violence." As a family and sexual violence support agency, we believe the reforms will be of great benefit to our clients and would like to offer our experience and expertise regarding certain aspects of the legislation.

Housing insecurity and family violence have always been inextricably linked. Being a Canterbury-based service, Aviva profoundly felt the effects of this after the Christchurch Earthquakes, when the loss of housing and security for many led to increased rates of family violence.

We recognise the incredible benefit this legislation has and the greater freedom it will give our clients to escape violence, especially during these difficult times around a global pandemic. We would also like to commend Parliament for its inclusion of a disclosure clause protecting our clients by ensuring that the reason for their withdrawal and any associated evidence is protected.

However, we still have concerns.

Firstly, we have worries over whether landlords will ask potential tenants for their history of family violence. This is a gross invasion of privacy and is not relevant to a tenancy application. We hope restrictions against this will be added.

Secondly, the legislation disregards people using violence by giving "victims of family violence" as the qualifier. We recommend expanding this, such as by changing the wording to "living with family violence." This change would still benefit those experiencing violence, as they will still be separated from the violence and be eligible for the accompanying reduction in rent. In fact, Aviva recommends that where possible the violence be removed rather than the person experiencing it, as this is typically a far more fair and equitable solution.

Think how this change might benefit someone who has recently obtained a protection order against a partner who has been removed by the police. They would receive a temporary reduction in rent that could help them to stay in their home, which in turn allows them to continue working and means their children will not have to change schools. Let us also consider how financial hardship and housing instability often plays a role in violence. By allowing the partner to withdraw, you can lessen this burden on them, potentially prevent the situation from worsening, and even give them space to reflect on their actions and seek help from a service like Aviva.

the loft

Located at The Loft, Level 1, Eastgate Shopping Centre, Christchurch 8062

Lastly, we are very concerned over the evidentiary aspects of the clause, which says the tenant is only eligible to withdraw with “qualifying evidence.”

Admitting you are experiencing or using violence is a difficult process. Our clients often feel shame, guilt, or confusion, and may be uncomfortable discussing their situation with friends or family, let alone a landlord. We fear this evidentiary requirement could act as a barrier against coming forward, as the tenant may fear what evidence they will be asked for or whether they will be believed.

Furthermore, depending on a person’s situation they may have no evidence to give. Although a high-risk situation may have a police report attached, most of the violence taking place today will never come to the attention of the police or professional services like ours.


There is also a lack of clarity as to what qualifies as evidence, which worries us for the dignity of our clients. We do not want to hear that our client was interrogated in a way that is disrespectful or damaging, by a landlord with no skills or knowledge in this area. What if a landlord only recognizes physical violence and refuses to accept evidence of jealousy, financial control, or verbal threats? Such refusal could prevent a tenant from utilizing the act or coming forward in the future.

If Parliament decides the inclusion of this evidentiary requirement is necessary, we recommend adding clarification as to what qualifies. While we expect evidence such as police records or court orders to be recognised, we suggest the inclusion of letters of engagement from professional organisations like Aviva. There must also be recognition of less formal forms of evidence for those who are unable to or have not yet engaged with a service. And there must be recognition of all forms of violence, so a landlord’s potential lack of knowledge does not discount the harm their tenant is facing. Preferably, a landlord should not be able to dictate what forms of evidence they will accept, and it should be left to the tenant to decide what they are willing and able to share.

Overall, our preference would be to do away with the evidentiary requirements altogether. As it currently stands, the requirements inherently assume a landlord is more deserving of protection from a tenant that is willing to lie about their situation to get out of a tenancy early, than a tenant living with violence is to respect, safety, and understanding toward their situation. It implies that a tenant using this clause without cause is more damaging than a landlord demanding evidence in a way that harms the very people the law intends to protect.

We hope as a Member of Parliament, you will take our advice as a family violence agency into consideration and bring our concerns to the floor to amend the legislation before it comes into effect on the 11th of August 2021. Thank you.

Sincerely,



Gwenda Kendrew
General Manager - Operations



Nicki O'Donnell
General Manager - Corporate