



Wales Safer Communities Network response to: Exchange of Sexual Relations for Accommodation ('Sex- for-rent') Government Call for Evidence Response

Closed 30 June 2023

Response submitted via the online survey

Questions

Sex-for-rent is defined as landlords offering or providing accommodation for reduced rent in exchange for sexual services

1. Do you think that this description reflects sex-for-rent?

Yes/ No/ Unsure

Expand

Yes, we agree that this description clearly and succinctly identifies the issue.

Although we appreciate that in some situations rent may be more than reduced and sexual services may be in lieu of payment. It is also important to recognise that the 'arrangement' stipulated may not include or be solely sexual intercourse but may include or involve any number of sexual related activities / services. It may also be appropriate to expand the definition to "landlords and their representatives", which could be agents or family or friends who the landlord tasks with acting on their behalf due to ill health, physical proximity to the property or any other reason for another to have contact similar to how a landlord may.

We would also suggest that the definition be expanded from just landlords to include sublet arrangements, as subtenants may be open to exploitation including sex-for-rent just as much as those renting direct from landlords and should therefore be protected from both landlords and Subletters.

It should also be noted that whilst the majority of sex-for-rent victims are female, this is not always the case.

2. Which of the following scenarios do you think would be a crime? Presume that the person providing sexual relations is not otherwise engaged in sex work.

(Yes/No/Unsure/ Expand)

- **A person offering accommodation concealingly advertises a shared one-bedroom flat on a website and then an individual accepts the advert, without realising they are expected to share a room.**

Yes. By concealing any element of the living arrangements, it is intentional deception. It places the individual in a position of serious risk of harm and



removes their ability to make an informed decision. There is a real possibility that someone applies for the accommodation and finds that due to economic constraints that they are stuck in a situation they are not comfortable with nor that they agreed to and which places them in direct risk of exploitation.

- **A landlord advertises a room for reduced rent and an individual is then persuaded to provide sexual services for no rent.**

Yes. Controlling and coercing sexual acts is not acceptable and is covered by existing legislation. Sexual services for monetary reward is prostitution, reduction of rent is financial reward. The lure of reduced rent at any time but especially during a cost-of-living crisis may seem like an individual has little option than to accept, placing the tenant in a position of internal conflict and in a position of both physical and mental harm.

- **A landlord openly offers a situation of sexual services being exchanged for accommodation, and a tenant accepts.**

Yes. Whilst the landlord may claim that the offer is transparent, with no coercion this is still an abuse of position and power and is unacceptable. As above, the lure of reduced rent at any time but especially during a cost-of-living crisis may seem like an individual has little option than to accept, placing the tenant in a position of internal conflict and in both physical and mental harm.

Even if the tenant was initially comfortable with providing sexual services for reduction in rent there is no legislation to support how that agreement could be managed. For example, what if the tenant changed their mind, would consent then turn to rape or would it remain contracted/consensual regardless of there being no genuine consent. How could agreements be managed? what would be in place to support the tenant so the demands were not changed by the landlord? What safeguarding is in place for family members or visitors to the property?

Whilst we have heard (anecdotally) that sex-for-rent agreements can offer mutual companionship for individuals as well as financial savings. We argue that this is an unhealthy relationship and a serious abuse of power and a form of exploitation.

- **A tenancy agreement is already in place, but a change of circumstances causes the tenant to offer alternative arrangements, including sexual relations which the landlord accepts.**

Yes. If a change of circumstances leads to the real possibility of a tenant's contract being at risk, then they have become vulnerable. To accept reduction in rent; overlook complaints; or overlook breaches of contract for the receipt of



sexual services then the landlord is not acting ethically and is abusing their power and influence.

For the reasons outlined above the tenant would be at risk of abuse and exploitation, with no support or regulations over the landlord's behaviour and expectations.

- **If a landlord threatens eviction unless sexual services are provided.**

Yes. For all of the reasons highlighted in the above answers, to take advantage and exploit an individual's vulnerability for personal gain is wrong. It places vulnerable individuals in a place of even greater risk of harm and whilst they may 'agree', it is likely that the 'decision' is based on the reality of them feeling or actually being trapped and with no or limited other options.

Characteristics/Circumstances of sex-for-rent arrangements

- 3. What do you know about the characteristics and/or circumstances of tenants that are typically subject to sex-for-rent arrangements? (e.g., employment status, family status, immigration status, financial circumstances)?**

Whilst the Wales Safer Communities Network does not support individuals directly, we are aware that individuals involved in exploitation, including sex-for-rent arrangements can come from any background and to assume that they come from a specific demographic, ethnic background or socio-economic background may prohibit appropriate safeguards.

As mentioned in our response to question 1 that whilst sex-for-rent is often seen as a gendered form of exploitation, with more females taken advantage of by male landlords. This may continue to be the case but should not lead to male victims being excluded from protection or landlords who are not male being excluded as potentially capable of this form of exploitation.

The greater risk comes from the vulnerability of individuals, including but not exclusive to those with: limited access to funds; limited use of local language; substance and/or alcohol misuse; victim of sexual, domestic or other forms of abuse (current or historic); or with physical, mental or learning disability, all could be at greater risk of exploitation from landlords who take advantage of circumstances for sex-for-rent agreements.



4. What do you know about the characteristics and/or circumstances of people providing accommodation that are typically involved in exchanging sexual relations for accommodation? (e.g., relationship status, financial status)

The Wales Safer Communities Network does not support individuals directly, we are aware that landlords involved in sex-for-rent arrangements can come from any background and to assume that they come from a specific demographic, ethnic background or socio-economic background may prohibit appropriate safeguards. With the implementation of landlords registration in Wales and required training it should help educate Landlords about their responsibilities, the inappropriateness of such behaviour and for them to understand any potential consequences of committing any form of exploitation of their tenants.

In some cases, a landlord who will offer rent-for-sex may do so specifically for the feelings of being empowered. They may continue into sexual violence or to sexual acts that the tenant does not consent, resulting in rape and other acts of sexual violence. They may convince the tenant that they are in a relationship, at which point it may become domestic abuse as well as sex-for-rent, with the victim never acknowledging the sex-for-rent as they see it as part of the relationship. If an abuser is able to carry out acts in one setting then they may also in other areas of their life, so stopping a perpetrator at the stage of sex-for-rent could prevent escalation to domestic abuse or sexual violence in their own home, with other tenants or in other relationships.

As mentioned in our response to previous questions, whilst sex-for-rent is often seen as a gendered form of exploitation, with more females taken advantage of by male landlords. This may continue to be the case but should not lead to male victims being excluded from protection or landlords who are not male being excluded as potentially capable of this form of exploitation.

5. What do you know about the circumstances in which exchanging sexual relations for accommodation takes place?

The Wales Safer Communities Network does not support individuals directly, but we are aware that like street-based prostitution there are never clear or easy explanations for why individuals agree or are coerced or forced to participate. Unlike street-based sex work however, sex-for-rent arrangements can make landlords who promise cheap or free rent, odd jobs at no cost, longer term contracts or to overlook breaches of contract can change their minds quickly, especially when their advances are turned down.

The power disbalance may then be demonstrated through: rent increases; requests for favours may be increased or new ones added; if they have access to



the residency the victim may live in a constant state of uncertainty and/or fear of when the landlord will turn up; or if they will be evicted. If there are dependents or a chaotic lifestyle managing these uncertainties will undoubtedly lead to a massive strain on physical, emotional and mental health and wellbeing.

As we have explained in previous answers we understand that sex-for-rent does not happen in just one given circumstance, it may be purely financial reasons, but there may be an element of limited availability. For example, a tenant has children and needs to remain within a catchment area for the children to stay in school but are unable to afford other properties; or perhaps due to dependency, or other isolated reasons that mean this is the only viable option it leaves the tenant feeling trapped and unable to escape.

Sex-for-rent can be a form of human slavery, which may form part of a wider human trafficking operation. Where human slavery is involved then the pressures on the tenants or victims is likely to be increased and the options for means of escape reduced with added threats or actual violence for non-compliance.

Landlords that abuse their power over tenants need to be held accountable. Education is so important to both prevent exploitation from happening and to also find justice for victims who have been exploited. The Wales Safer Communities Network would support a refreshed campaign to raise awareness of the legal responsibility of landlords, what would constitute as abuse or exploitation and at the same time educating tenants, families and support services of tenants' rights and how to report inappropriate behaviour.

Q5a. Do you think these factors have changed recently?

Yes

Q5b. If so, how?

We understand that the cost-of-living crisis is likely to have had a detrimental impact on the number of individuals engaged in sex-for-rent arrangements due to increased rent, food, heating and other costs. These increases have left many having to choose how to spend their income with an increasing number relying on food banks as they struggle to make financial ends meet. Having the opportunity to save money on rent may seem appealing to some if it means the family can eat and stay warm.



Criminal Law

- 6. The Crown Prosecution Service’s legal guidance states that the provision of accommodation in return for sex may be captured by the following legislation – section 52 of the Sexual Offences Act 2003 (causing or inciting prostitution for gain) and section 53 of the Sexual Offences Act (controlling prostitution for gain). In certain circumstances, the placing of an advert seeking to attract someone into a sex-for-rent arrangement may also be an offence under section 52.**

Q6a. What, if any, changes to the criminal legislation do you think are needed to tackle exchanging sexual relations for accommodation?

The Wales Safer Communities Network thinks that the current legislation as mentioned, plus legislation on safeguarding, modern slavery and domestic abuse for exploitation, coercion and control may be sufficient to manage ‘sex-for-rent’. The issue may come from the legislation being applied with the complexities around identifying landlords who are exploiting tenants being potentially more difficult.

The ability to confiscate property where the landlord has carried out repeat exploitation in this manner either at the property or at others where they are a landlord may assist as a deterrent. Alternatively it may be appropriate to make it so the landlord has no right to approach the property and for a management agent to be appointed to oversee rent setting and collection, and repairs and other issues for the accommodation.

We suggest an awareness campaign and training through Rent Smart Wales for Wales is needed to make landlords and tenants aware of the penalties landlords could face and the risks posed to tenants whether they identify as vulnerable or not. However, this needs to coincide with a UK Government supported scheme of support for victims. We have already identified that tenants in such arrangements are likely to feel trapped and are vulnerable. They may feel shame or embarrassment and don’t want to admit the situation in order to get help; they may have a lack of opportunity through finance; have a lack of alternatives due to property demand, increased rents, poor reference from the current landlord; or fear of eviction. We feel it is important that the UK Government help to explain tenants’ rights, help them to keep (where appropriate) or identify alternative accommodation and showcase what help is available to individuals in these situations.

Q6c. What concerns, if any, do you have about possible changes to the criminal law in this area?

We would be concerned that any changes in criminal law should complement rather than conflict against any existing UK or Welsh Government legislation. It is an area



where not all victims identify themselves as such and so any application of legislation may need to take account that they may not be aware they have been subjected to coercion, control, exploitation and their choice taken away by the power held by another individual or individuals.

This is a complex issue but we feel that it does have suitable legislation (as identified in the consultation) in place to protect the public. If the legislation were to change we suggest that it would need to be strengthened further rather than dilute safeguards or add any unnecessary layer of complexity.

- 7. Section 54 of the Sexual Offences Act 2003 defines a ‘prostitute’ as a person (A) who, on at least one occasion and whether or not compelled to do so, offers or provides sexual services to another person in return for payment or a promise of payment to A or a third person; and ‘prostitution’ is to be interpreted accordingly. In subsection (2) and section 53A, ‘payment’ means any financial advantage, including the discharge of an obligation to pay or the provision of goods or services (including sexual services) gratuitously or at a discount.**

Q7a. Do you think there is a need to change this aspect of the criminal law?

No. The current criminal law appears to appropriately cover the ‘Sex-for-Rent’ arrangements, however for clarity it may assist to specifically name rent or the provision of accommodation as falling under the provision of goods or services in lieu of any physical payment for sexual services.

Protective and preventative measures

- 8. What, if any, additional protective or preventative measures do you think are necessary to prevent the exploitation and harm associated with the exchange of sexual relations for accommodation?**

We suggest that landlords need to be educated on their responsibilities and the possible repercussions of breaking the law by offering or requiring “sex-for-rent”. It needs to be very clear that this is an abuse of power, is exploitation and illegal and will not be tolerated. In Wales this could be achieved through landlord forums and through Rent Smart Wales.

We suggest that support in place for victims is coordinated with consistent information, counselling services and advice for victims and their families or individuals who may become victims or are concerned about their landlords behaviour.



Support

9. To what extent do you agree with the following statement?

The level of support available for people who have exchanged sexual relations for accommodation is adequate.

Disagree

Q9a. Please describe the support you are aware of for those involved in sex-for-rent exchanges.

We are aware that charities such as Shelter Cymru supported the End Sex for Rent campaign back in 2018 and that they offer support via their help line. However, in terms of a designated support service for victims of 'sex-for-rent' arrangements, these may be provided through existing Violence Against Women Domestic Abuse and Sexual Violence organisations, or by those specialising in helping those who have been exploited but it depends on local arrangements. Citizens Advice Bureau may provide information and advice but may be limited in delivering the more specialised support that victims of sexual exploitation may require.

Type of response

10. Are you representing an organisation?

Yes

11. If you answered 'yes' to question 10, please select which category best reflects the organisation you are representing.

- Other not listed above

(For Organisations)

12. What is the name of the organisation that you are responding on behalf of?

Wales Safer Communities Network (which is made up of members from Policing, Local Authorities, Fire and Rescue, Probation and Third Sector)

Support

13. Have you provided direct support to people who have exchanged sexual relations for accommodation?

No



Wider engagement

14. (Question 14) Have you engaged with any other statutory (e.g. police, local authority, health and housing) or non-statutory organisations (e.g. civil society organisations) on the issue of sex-for-rent?

(Yes/ No/ Unsure)

About you

Full name: Sarah Capstick

Job title or capacity in which you are responding to this call for evidence exercise: Business and Network Development Manager

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15. If you would like us to acknowledge receipt of your response, please tick this box

✓

16. Address to which the acknowledgement should be sent, if different from above

As above