



SHA Managing Unacceptable Actions Policy

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Appendix 1 – Equality and Human Rights Impact Assessment

1. INTRODUCTION

- 1.1 Southside Housing Association (SHA) is a registered social landlord (RSL), established in 1972 as a Community Based Housing Association.
- 1.2 Southside Lettings (Scotland) Ltd. is a wholly owned subsidiary of SHA and is also covered by the ambit of this Managing Unacceptable Actions Policy. For the purposes of this policy 'SHA' refers to both SHA and Southside Lettings (Scotland) Ltd.
- 1.3 SHA will ensure that staff responsibilities in relation to this policy are clear. SHA's Leadership Team will have overall operational responsibility for implementing and monitoring this policy.

2. PRINCIPLES

- 2.1 Our aim is to ensure that all contacts from our tenants and other customers can be dealt with in the best way possible. SHA values the contact we have with tenants and other customers, and we welcome complaints as valuable feedback and, wherever it is possible, we aim to attempt to de-escalate problems to enable complaints or other issues to be investigated.
- 2.2 We want to ensure that SHA staff, volunteers, customers, contractors and other stakeholders are treated with respect and do not suffer any disadvantage from customers who may contact us or present in a manner which may be excessively challenging, manifestly unreasonable or otherwise unacceptable.
- 2.3 We recognise that tenants or other customers who may present or contact SHA in a way that is excessively challenging, manifestly unreasonable or unacceptable, may have underlying health conditions or other issues which in some cases may drive those behaviours. We will support our staff to be able to identify where issues may be driving those behaviours and to respond and provide support appropriately. We will promote SHA staff using de-escalation approaches to managing challenging, manifestly unreasonable or unacceptable behaviours
- 2.4 We have a zero-tolerance approach towards physical and verbal abuse of our staff, volunteers and contractors delivering a service on SHA's behalf. This policy sets out our approach to dealing with customers whose actions or behaviours we consider to be unacceptable.
- 2.5 We recognise that dealing with the public may cause anxiety particularly where there is a risk of aggression, verbal abuse and/or violence. Such incidences should be identified through SHA's general risk assessment process and suitable control measures implemented as outlined in the SHA Health & Safety Employee Handbook.

3. POLICY AIMS

- 3.1 To deal fairly, honestly, consistently and appropriately with all of our customers, including those whose actions we may consider to be excessively challenging, manifestly unreasonable or unacceptable. We believe that all of our customers have the right to be heard, understood and respected.
- 3.2 To ensure that SHA staff, volunteers and contractors delivering a service on SHA's behalf are treated with respect and are not subject to verbal or physical abuse by any of our customers.
- 3.3 That we provide a service that is acceptable to all customers. We retain the right however to change or restrict access to our services where we consider a customer's actions or behaviours to be excessively challenging or unacceptable.
- 3.4 To ensure that other customers and SHA staff and volunteers do not suffer any disadvantage from customers who may act in an unacceptable way.

4. EQUALITY AND HUMAN RIGHTS

- 4.1 This policy has been developed with consideration of the Equality Act 2010 and seeks not to consciously or subconsciously discriminate or to have an adverse effect upon anyone on the grounds of age, disability, gender identity or sexual orientation, race, religion or belief or sex.
- 4.2 SHA is committed to promoting an environment of respect, understanding, encouraging diversity and eliminating discrimination by providing equality of opportunity for all. Throughout the Association there will be a consistent approach in promoting equality and diversity across all areas.
- 4.3 We are committed to ensuring that all people have an equal opportunity to access our services. We will consider the accessibility of the way we provide our service. We will be responsive to the way that tenants and other customers wish to contact and interact with SHA and will make reasonable adjustments to the way we deliver our services to accommodate different needs. If in line with this policy we decide that we need to manage our contact with an individual we will consider whether they have accessibility needs that should be taken into account when we do so.
- 4.4 An Equality and Human Rights Impact Assessment has been carried out as part of the review of this policy

5. LEGISLATIVE AND REGULATORY FRAMEWORK

- 5.1 The Public Services Reform (Scotland) Act 2010 places a statutory duty on RSLs to comply with the Scottish Public Services Ombudsman's (SPSO) Model Complaint Handling Procedure for the social housing sector.
- 5.2 The Housing (Scotland) Act 2010 established the Scottish Social Housing Charter. The Charter contains three outcomes relating to the Customer/Landlord relationship. These outcomes have been considered in the development of this policy.
- 5.3 The Scottish Housing Regulator's The Regulation of Social Housing in Scotland: Our Framework, sets out the Standards of Governance and Financial Management which RSLs must meet in carrying out their activities. The following Standard is relevant to this policy:

2.1 - The RSL gives tenants, service users and other stakeholders information that meets their needs about the RSL, its services, its performance and its future plans

- 5.4 The SPSO's Supporting Respectful Engagement: Handling Difficult Situations, Making Complaints Work for Everyone (SPSO, 2017) and Querulous Complaints (SPSO, 2017) have also been considered in the review of this policy

6. DEFINING UNACCEPTABLE ACTIONS

- 6.1 SHA recognise that people may act out of character at times of trouble and distress. There may have been upsetting or distressing circumstances leading up to their contact with SHA. We do not view behaviour as unacceptable just because a customer is forceful or determined.
- 6.2 There may be incidences of behaviour which an individual may find difficult or challenging, but it would be reasonable to expect a well-trained, confident member of staff to be able to deal with in most circumstances. This would not be considered unacceptable actions.
- 6.3 Unacceptable actions are behaviours that affect the ability of a staff member or SHA as an organisation to do their job, or when the impact of behaviours upon resources means that an unfair or disproportionate amount of resource is being used. We aim to manage this kind of behaviour under this policy and have grouped these actions under four broad headings outlined in sections 7-11 of this policy.

7. AGGRESSIVE OR ABUSIVE BEHAVIOUR

- 7.1 We expect our staff to be treated courteously and respectfully. Violence or abuse towards staff is unacceptable. We accept that tenants or other customers may sometimes be angry or upset. However, it is not acceptable when anger about an issue escalates into aggression directed towards our staff.
- 7.2 Violence is not restricted to acts of aggression that may result in physical harm. It also includes behaviour or language (whether verbal or written) that may cause staff to feel afraid, threatened or abused, and may include threats, personal verbal abuse, derogatory remarks and rudeness.
- 7.3 Examples of behaviours grouped under this heading include threats, physical violence, personal verbal abuse, derogatory, slanderous or libellous remarks and rudeness. We also consider inflammatory statements and unsubstantiated allegations to be abusive behaviour.

8 UNREASONABLE DEMANDS

- 8.1 Customers may make what we consider to be unreasonable demands on our staff through the amount of information they seek, the nature and scale of service they expect or the number of approaches they make. What amounts to unreasonable demands will depend on the circumstances surrounding the behaviour and the seriousness of the issues raised by the customer.
- 8.2 Examples of actions grouped under this heading include demanding responses within an unreasonable timescale, insisting on only seeing or speaking to a particular member of staff when that is not possible, continual telephone calls, letters, emails or posts to social media platforms and repeatedly changing the substance of a complaint or raising unrelated concerns.
- 8.3 These demands are unacceptable and unreasonable if they start to impact substantially on the work of our staff, volunteers or contractors delivering a service on behalf of SHA by taking up an excessive amount of staff time to the disadvantage of other customers or functions.

9. UNREASONABLE PERSISTENCE

- 9.1 We recognise that some customers will not or cannot accept that SHA is unable to assist them further or provide a level of service other than that provided already. Customers may persist in disagreeing with the action or decision taken in relation to their concern or contact our offices persistently about the same issue.
- 9.2 Examples of actions grouped under this heading include persistent refusal to accept a decision made in relation to a complaint, persistent refusal to accept explanations relating to what SHA can or cannot do and continuing to pursue

a complaint without presenting any new information. The way in which these customers approach us may be entirely reasonable, but it their persistent behaviour in continuing to do so that is not.

- 9.3 We consider the actions of unreasonably persistent customers to be unacceptable when they take up what SHA regards as being a disproportionate amount of staff, volunteer or contractor time and resources.

10. UNREASONABLE USE OF THE COMPLAINTS HANDLING PROCEDURE

- 10.1 We welcome all expressions of dissatisfaction from customers about any aspect of our services and treat them as complaints which we use to improve the services we provide. We do however recognise that in exceptional circumstances the way a customer uses our complaints procedure may act to harass staff members, volunteers or contractors delivering a service on behalf of SHA or obstruct decisions made by SHA.

- 10.2 Examples of actions grouped under this heading include continual attempts to make trivial or frivolous complaints relating to a complaint which has already been considered by re-framing it or continually attempting to obstruct SHA from carrying out a legitimate business aim.

- 10.3 We recognise an individual's right to access our complaints procedure and will only take action to restrict access to it in very exceptional cases where it is impacting significantly on the resources of SHA.

11.0 MANAGING BEHAVIOURS WHICH ARE UNACCEPTABLE

- 11.1 We seek to respond positively and deal with customer issues promptly, courteously and effectively, and at the first point of contact where possible. There will however be an extremely small number of customers whose actions we consider unacceptable. How we aim to manage these actions depends on their nature and extent. If it adversely affects our ability to do our work and provide a service to others, we may need to restrict a customer's contact with us in order to manage the unacceptable behaviour. We aim to do this in a way that, wherever possible, allows a customer to have their concerns addressed and to progress their issue or complaint to completion through our complaint process.

Threats, Violence and Abusive Behaviour

- 11.2 We take threats, violence, abuse and harassment of our staff and volunteers very seriously. The threat or use of physical violence, verbal abuse, racial or other discriminatory remarks or harassment towards staff, volunteers or contractors delivering a service on SHA's behalf is likely to result in SHA ending all direct contact with a customer. This includes abuse or harassment on the basis of race, nationality, ethnic origin, gender, gender identity or sexual orientation, physical or mental impairment, religious belief or other grounds.

- 11.2.1 SHA may also consider threats, violence and/or abusive behaviour towards staff, volunteers or contractors delivering a service on behalf of SHA to be a breach of the tenancy agreement and may address such behaviours through the SHA Anti-Social Behaviour Policy. SHA may also report such incidences to Police Scotland if the behaviour constitutes a criminal offence.

Telephone Calls

- 11.3 Through training SHA staff understand and demonstrate the behaviours required to deliver excellent customer service and adopt a positive approach in dealing with customers. Staff may however end telephone calls if the caller's behaviour is considered unreasonable, aggressive, abusive or offensive. The staff member handling the call has the right to make this decision, to inform the caller that their behaviour is unacceptable and end the call if the unacceptable behaviour continues. SHA staff terminating a call in this manner should immediately inform their line manager of the action they have taken.

Written correspondence

- 11.4 Written correspondence (letter, fax or email) that is abusive to staff, volunteers or contractors delivering a service on SHA's behalf, or which contain allegations that lack substantive evidence will be referred to the relevant manager for a response. Communication will be issued to the customer stating that the behaviour is unacceptable and describing specifically in what way, for example, we consider their language to be offensive, unnecessary and unhelpful. We will ask the customer to cease and desist from using such language and state that we will not respond to their correspondence if they do not. We may in exceptional circumstances require that any future contact from them is through a third party.

Social Media

- 11.5 Correspondence received via SHA's social media platforms such as Facebook and Twitter which is threatening or abusive to staff or volunteers, or which contains inflammatory statements or unsubstantiated allegations will be removed and/or reported. The customer making such remarks may be contacted to advise them on why the behaviour is not acceptable. Depending on the nature of the correspondence, Police Scotland may also be notified. Correspondence received via social media which may contravene Section 127 of the Communications Act 2003.

12. RESTRICTING CUSTOMER CONTACT

- 12.1 In situations where previous warnings have been issued to a customer exhibiting unacceptable behaviour and who has not modified their approach or behaviours, we may decide to limit or restrict their contact with SHA.
- 12.2 We may restrict contact from a customer in a number of ways: in person, by

- telephone, text, letter, email, through social media or by any combination of these.
- 12.3 Any decision to restrict contact must be made by a membership of the SHA Leadership Team. The Leadership Team member will contact the individual in writing setting out the reasons why they have decided to actively manage their contact with SHA. This will advise the timescales within which the restriction will be in place and when the decision will be subject to review.
- 12.4 SHA will try to maintain at least one form of contact with a nominated person within SHA in the event that the customer experiences a genuine emergency. In extreme situations we will inform the customer, in writing, that their name is on a 'personal no contact' list. This means that they must restrict contact with our offices to through a third-party with mandated power to act on the individual's behalf. Where a customer is on a 'no personal contact' list, this will include visits to SHA premises, unscheduled home visits and any other contact beyond what has been specified.
- 12.5 In situations where a decision has been taken to restrict a tenant's or other customer's contact, SHA will ensure there is provision in situ to permit them to report out of hours emergency repairs, or other emergency tenancy issues.
- 12.6 Where a customer repeatedly telephones, visits the office, raises repeated issues, or sends large numbers of documents where their relevance isn't clear, we may decide to:
- Limit contact to telephone calls/emails or texts from the customer at set times on set days.
 - Restrict contact to a nominated member of staff who will deal with future calls or correspondence from the customer.
 - See the customer by appointment only.
 - Restrict contact from the customer to writing only.
 - Return any documents to the customer or, in extreme cases, advise the customer that further irrelevant documents will be destroyed.
 - Take any other action that we consider appropriate.
- 12.7 Where we consider continued correspondence on a wide range of issues to be excessive, we may tell the customer that only a certain number of issues will be considered in a given period and we ask them to limit or focus their requests accordingly.
- 12.8 A customer's actions may be considered unreasonably persistent if all internal review mechanisms have been exhausted and the customer continues to dispute a decision which SHA have previously made relating to the complaint. The customer will be advised that the Association's consideration of their complaint is now at an end, and that if they remain dissatisfied they should be

signposted again to the SPSO.

- 12.9 Continued attempts by a customer to revisit an issue which has exhausted SHA's complaints procedure will not be responded to. Correspondence of this type will be read and but only acknowledged or responded to if the customer provides significant new information relating to the complaint.
- 12.10 Any SHA customer or service user who is either being investigated or has had action taken against them in line with this policy may not be able to become a member of the SHA Board, sub-committees or Southside Lettings (Scotland) Ltd. Board subject to Rule 40.3.3 of the SHA Rules.
- 12.11 A decision to restrict customer contact maybe reconsidered in the event of the customer demonstrating a more acceptable approach. The Leadership Team will review the status of any customer with conditions of restricted contact placed upon them on an on-going basis, and usually on no less than a six-monthly basis.

13. RECORDING AND REVIEW OF A DECISION TO RESTRICT CONTACT

- 13.1 We record all incidents of unacceptable actions by customers. Where it is decided to restrict a customer's contact with SHA, an entry noting this is made in the relevant file and on appropriate computer records. A decision to restrict contact as described above, may be reconsidered if the customer demonstrates a more acceptable approach
- 13.2 The Leadership Team will review the status of a customer with restricted contact arrangements on no less than a six-monthly basis

14. APPEALING A DECISION TO RESTRICT CONTACT

- 14.1 It is important that a decision can be reconsidered. A customer can appeal a decision to restrict contact. If they do this, SHA will only consider points which relate to the restriction and not to previous complaints made to us or to our decision to close a complaint.

An appeal could include, for example, a customer saying that: their behaviours were wrongly identified as unacceptable; the restrictions were disproportionate; or that they will adversely impact on the individual because of personal circumstances.

- 14.2 A member of the Leadership Team who was not involved in the original decision will consider the appeal. They have discretion to quash or vary the restriction as they think best. They will make their decision based on the evidence available to them. They must advise the customer in writing that either the restricted contact arrangements still apply or a different course of action has been agreed.

- 14.3 A customer may appeal a decision within ten working days of being notified by SHA of a decision to restrict contact. Notification of an appeal must be made in accordance with any restrictions on contact currently in place.
- 14.4 An application to appeal a decision will be acknowledged within three working days of receipt. Any appeal will be considered and a decision communicated to the customer within twenty working days.

15. DATA PROTECTION

- 15.1 SHA will process personal data in relation to implementing this policy in line with our obligations under the Data Protection Act 2018 and the UK General Data Protection Regulation (UKGDPR). How SHA processes personal data from tenants and other customers is set out in our SHA Fair Processing Notices which can be found on the SHA website.
- 15.2 Any personal data in relation to the exceptional cases where SHA have decided to place restrictions on customer contact will be processed fairly and held in a limited way on SHA's systems which allows us to pursue legitimate interests in protecting SHA staff and customers.

16. MONITORING OF THIS POLICY

- 16.1 Where restrictions on contact have been placed upon a customer in line with this policy, volume and type of restriction will be reported to the Staffing Sub-Committee.
- 16.2 The Leadership Team will review the on-going status of customers who have had restrictions placed upon their contact with SHA on at least a six-monthly basis.

17. POLICY REVIEW

- 17.1 This policy will be reviewed every three years to ensure that the intention of the policy is being delivered, or sooner in the event of significant or material legislative or regulatory developments.



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