

# **Unacceptable Behaviour Policy**

## 1 Purpose

- 1.1 We are committed to operating in an open, transparent and accessible manner that ensures everyone is treated fairly and equally.
- 1.2 This Policy sets out our approach to managing unacceptable behaviour from customers and their representatives towards Midland Heart staff. This includes employees, contractors, and any third parties providing services on our behalf.
- 1.3 For the purpose of this Policy, a customer includes anyone who contacts Midland Heart. This includes non-tenants, for example an applicant or anyone affected directly or indirectly by our services.
- 1.4 Any reference to 'we', 'our' or 'us' means Midland Heart.
- 1.5 We believe our tenants and customers have a right to be heard, understood, and respected. We will not view behaviour as unacceptable just because someone is assertive or determined. We understand tenants and customers may act out of character in times of upset or worry; this does not mean their behaviour should automatically be considered unacceptable. However, Midland Heart also has a duty to protect the health, safety and wellbeing of its employees, contractors and partners. Behaviour that is abusive, threatening, or places unreasonable demands on our services will not be accepted.
- 1.6 A small number of our interactions with customers can be complex, or individuals may submit concerns, requests or complaints in a way that is unreasonable. Such behaviour may include, but is not limited to, excessive correspondence, repeated calls, numerous information requests, using multiple communication channels at once, or routinely escalating non serious matters to senior Midland Heart leaders or Board. In the most serious cases, this can result in unreasonable behaviour directed at officers. We will take appropriate action to manage such behaviour and ensure the safety and wellbeing of our staff.
- 1.7 We will treat all tenants and customers fairly, honestly, consistently, and appropriately, including those whose actions, we consider, are unacceptable.
- 1.8 Sometimes the situation between Midland Heart and a customer can escalate, and the behaviour moves from being unreasonable to abusive, offensive or threatening. Staff have a right to do their jobs without fear of being abused, threatened or harassed. We will not tolerate any use or threat of violence, harassment or abuse, verbal or otherwise, towards staff.
- 1.9 We will investigate any counter-allegations that tenants or customers make against staff fully, where evidence is provided in support of the allegations.
- 1.10 This Policy covers behaviour exhibited on or by all types of communication including but not limited to:
  - Letter
  - Telephone
  - Email
  - Webchat
  - Social media

- In person.

1.11 We manage incidents of unacceptable behaviour between tenants or their visitors through our anti-social behaviour process.

## 2 How we define unacceptable behaviour

### 2.1 Unacceptable behaviour includes:

- **Aggressive, abusive or unwanted behaviour** towards staff or contractors (2.2)
- **Unreasonable demands or persistence** (2.3)
- **Manifestly Unfounded or Excessive Data Subject Rights** (2.4)

### 2.2 Aggressive, abusive or unwanted behaviour

2.2.1 We understand a tenant or customer may feel unhappy about the circumstances that resulted in them contacting us. However, it is not acceptable when this escalates into unacceptable behaviour or aggression towards our staff.

2.2.2 Aggression is not limited to acts that may result in physical harm. It also includes behaviour or language that may cause staff to feel afraid, threatened, or abused. Our staff understand the difference between anger and aggression.

2.2.3 Examples of aggressive behaviour include but are not limited to:

- Threats
- Shouting
- Swearing
- Physical violence
- Personal abuse
- Derogatory or discriminatory remarks including racist, sexist, homophobic, or Transphobic comments
- Rudeness
- Inflammatory statements and unsubstantiated allegations against staff.
- Publishing or promote information about Midland Heart staff.
- Recording telephone calls or meetings and publishing them without consent
- Contacting staff via their personal social media or personal contact details
- Making persistent allegations about staff without evidence
- Attempting to intimidate or harass individual members of staff.

### 2.3 Unreasonable demands or persistence

2.3.1 We consider unreasonable demands to be those that impact on our work and our ability to deliver services to other customers or carry out the normal functions of a social housing provider. This may be because of the amount of information a tenant or customer requests or provides, or the nature and scale of the service they expect.

2.3.2 Unreasonably persistent behaviour is where despite our reasonable attempts to resolve a

matter, the tenant or customer:

- Makes multiple contacts about the same issue in a way that places unreasonable demands on staff time, including repeated contact before we have had a reasonable opportunity to respond
- Repeatedly raises complaints about minor or unfounded issues, including matters that do not relate to the service provided or do not represent a failure on our part
- Persistently refuses to accept the outcome of a decision or is seeking an outcome which we are unable to give for policy, legal, or other valid reasons.

The way and reasons for which these customers approach us may be entirely reasonable, but their persistent behaviour in continuing to do so is not.

2.3.3 Examples of this type of behaviour include but are not limited to:

- Demanding to only deal with, or unreasonably refusing to deal with, a particular staff member
- Asking for responses within an unreasonable period of time
- Making unfounded complaints or requests for repairs that are not necessary
- Persistently refusing to accept some issues are not within our power to investigate
- Continual phone calls, letters, or emails to staff (or any other type of communication)
- Persistently approaching us through different routes, and to different members of staff, about the same issue.
- Continuously adding to or changing the subject matter of a complaint

## 2.4 Manifestly Unfounded or Excessive Data Subject Rights

2.4.1 Under UK GDPR, all data subject rights requests (including Subject Access Requests) can be refused or charged for if they are considered to be manifestly unfounded or excessive.

2.4.2 We will consider all circumstances of a request in addition to broader factors beyond the request itself, including if a person has previously:

- Made data access requests,
- Made service level complaints, or
- Exercised other data protection rights.

2.4.3 For these factors to be relevant, they must be directly linked to the request and demonstrate that the customer's behaviour forms a pattern of unreasonably repetitive or unreasonable behaviour, which might indicate that their request is manifestly unfounded or excessive.

2.4.4 '**Manifestly unfounded**' means that the customer clearly has no intention to exercise their right of access. For example, they make a request but then offer to withdraw it in return for some form of benefit from the organisation; or the request is clearly malicious and is being used to harass an organisation with no real purpose other than to cause disruption.

2.4.5 For example, if a customer:

- Explicitly states, in the request itself or in other communications, that they intend to cause disruption.
- Makes unsubstantiated accusations against our organisation or specific members of staff
- Repeatedly targets a particular member of staff; or
- Systematically sends different requests to us as part of a campaign (e.g. once a week), with the intention of causing disruption.

2.4.6 Our intention is to fully comply with the law and to provide requested information in a fair and consistent manner. However, there will be times when we consider requests to be excessive. In determining whether a request is '**excessive**', we will take into account all circumstances of the request, including:

- The nature of the requested information
- If it is proportionate when balanced with the burden or costs involved in responding to it
- The context of the request
- If a refusal to provide the information or even acknowledging if we hold it may cause substantive damage to the customer
- Our available resources
- If the request largely repeats previous requests, a reasonable interval has not elapsed, and the customer's circumstances have not changed
- If it overlaps with other requests made by the same customer
- If we have already provided a copy of the same information to the customer by alternative means.

2.4.7 If a request is found to be manifestly unfounded or excessive, we may refuse to comply with the request or may charge a reasonable fee in completing the request.

### 3 What happens if a tenant or customer behaves unacceptably?

3.1 How we respond to a tenant or customer behaving unacceptably will depend on the nature and extent of the incident(s). This will generally consist of 3 stages, unless the incident involves physical violence or threats of violence which may require more formal action immediately. These stages are:

- Stage 1: Informal warning
- Stage 2: Written warning and/ or formal action
- Stage 3: Legal or enforcement action

#### 3.2 Stage 1

3.2.1 In the first instance we will explain to the tenant or customer why we find their behaviour unacceptable and allow them the chance to change their behaviour

- 3.2.2 If a tenant or customer's behaviour becomes unacceptable or abusive during a telephone call, we will warn them that we may terminate the call. We will terminate the call if they continue to behave unacceptably.
- 3.2.3 If a tenant or customer displays aggressive or abusive behaviour, we will also follow our Anti-Social Behaviour Policy and Procedure.
- 3.2.4 We recognise a tenant or customer's actions may be affected by vulnerability, including mental health issues, substance misuse, or other factors. Midland Heart recognises the importance of considering equality, diversity and vulnerability when responding to unacceptable behaviour.
- 3.2.5 Where appropriate, we will undertake an Equality Impact Assessment ("EIA") based on the information provided to us, about the tenant or customer, at that time. An EIA is a clear and simple process that helps us ensure our policies, practices, and decisions are fair and inclusive. It supports us in identifying and removing barriers, promoting equity, and making sure no one is unfairly disadvantaged, especially those from protected groups. This also helps us to assess whether a customer's needs could be met in any other way and helps ensure that any action taken by Midland Heart is fair, proportionate and does not unfairly disadvantage individuals with protected characteristics or other vulnerabilities.
- 3.2.6 However, these considerations must be balanced alongside our wider legal and organisational responsibilities. This includes our duty to protect the health, safety and wellbeing of our colleagues, contractors and other customers, our responsibility to deliver services effectively to all customers, and our obligation to comply with relevant regulatory standards and legislative requirements.
- 3.2.7 When applying this policy, Midland Heart will therefore seek to balance these factors carefully and reasonably. While we will always consider whether reasonable adjustments or alternative approaches may be appropriate, we will also ensure that the safety of colleagues and customers, and the effective delivery of our services, are not compromised.
- 3.2.8 As part of this process, we will make sure the appropriate support is provided to the tenant or customer, including signposting to the relevant organisations, such as mental health services or the local authority safeguarding team.
- 3.2.9 Where we have permission to do so, we will consider corresponding with a representative of the tenant or customer, including a family member, friend, or support worker.
- 3.2.10 We will take a multi-agency approach where the tenant or customer is receiving support from external agencies such as social services.
- 3.2.11 Where possible, we will try to come to a voluntary agreement with the tenant or customer to allow them time to consider and adjust their behaviour. We may consider mediation or advocacy through third parties to try and improve the situation.

### 3.3 Stage 2

- 3.3.1 If the unacceptable behaviour continues, we will send them a written warning including specific examples of the behaviour and what formal steps we are taking immediately or may take if it continues

3.3.2 Formal action we may take includes, but is not limited to:

- Restricting the way and/or how often a tenant or customer contacts us, for a specified period
- Staff, contractors, and those acting on our behalf visiting in pairs
- Restricting contact to be with a specific member of staff for a specified period or via a dedicated email address
- Restricting or removing face-to-face contact
- Refusing to register and process further service requests about the same matter
- Where a decision has been made, informing the customer that future correspondence on the same matter will be read and filed and will not be acknowledged or sent a response
- Declining to give any further consideration to an issue unless the tenant or customer provides any additional evidence or information
- Only considering a certain number of issues in a specific period
- Requesting the customer to cease and desist in their communication and/or behaviour
- Banning them from entering particular Midland Heart offices or premises
- Referrals to other agencies.

3.3.3 Where we have applied any type of restriction to manage a tenant or customer's unacceptable behaviour, we will inform them in writing.

3.4 Any type of restriction will be appropriate to the tenant or customer's individual needs identified during the EIA.

3.5 Decisions to impose a contact restriction must be approved by a Head of Service or similar senior officer who has not been directly involved in the case where possible.

3.6 We will keep detailed records of any incident(s) of behaviour we deem to be unacceptable. All decisions to apply contact restrictions will be recorded on Midland Heart's case management system, including the reasons for the decision, evidence relied upon and the duration of the restriction.

### 3.7 **Stage 3**

3.7.1 In the most serious cases we may take legal action including, but not limited to:

- Applying for an injunction
- Taking action to end the tenancy
- Contacting the police.

3.8 Some of the behaviours covered by this Policy could constitute a criminal offence. This may include physical assault, harassment, and incidents of hate crime. We will support our staff who choose to make a formal complaint to the police.

## 4 Appeals against a decision to restrict contact

- 4.1 A tenant or customer has the right to appeal any formal restriction of contact we have put in place or any other action we have taken under this Policy. We may refer them for support from an external agency to put forward the basis of their appeal.
- 4.2 The appeal must set out in writing and detail why the tenant or customer feels the decision is not justified in accordance with this Policy. The appeal must be sent to us within 20 working days of receiving notification of the restriction.
- 4.3 A Director will review the appeal and respond within 10 working days.

## 5 How we will review our decision to restrict contact

- 5.1 Where a contact restriction is applied, we will ensure that the customer retains an appropriate way to access Midland Heart's services where reasonably possible, for example through a third party or by an agreed method or individual.
- 5.2 We will not set restrictions indefinitely. We will regularly review any type of restriction put in place to manage a tenant or customer's unacceptable behaviour. We will write to the tenant or customer advising how often we will review the restriction. The review will always be conducted within a 12 month period and will be carried out by a Head of Service or similar senior officer
- 5.3 If the tenant or customer's behaviour has improved at the point of review, we may consider lifting the restriction. If it has not improved, we will provide an explanation explaining why the restriction will remain in place for a further period pending the next agreed review date.

## 6 What we have done to ensure this Policy is fair

- 6.1 We have carried out an Equality Impact Assessment to consider the positive and negative impacts this Policy may have on people with protected characteristics under the Equality Act 2010.
- 6.2 We recognise some tenants may need adjustments due to a language barrier, disability, cultural need, or vulnerability. In these circumstances, we will work with tenants to ensure we consider their specific needs, on a case-by-case basis, provided it does not compromise health and safety to individuals or homes. This includes working in partnership with other agencies to ensure we manage and mitigate any known risks of safety and wellbeing.
- 6.3 We aspire to embed diversity and inclusion within the culture of our business Activities

## 7 7. Regulatory and Legislative Compliance

- 7.1 This policy complies with relevant legislation and guidance including:
- Regulator of Social Housing's (RSH) Consumer Standards
  - Housing Ombudsman Service (HoS) – Complaint Handling Code and Managing unacceptable behaviour policy – Guidance for landlords
  - Equality Act 2010

- UK GDPR Regulations & Data Protection Act 2018
- Information Commissioner's Office (ICO) Guidance on Manifestly Unfounded and Excessive Requests

## **8 Confidentiality and information sharing**

8.1 We will comply with collection, storage, access to, provision and disclosure of data in accordance with the Data Protection Act 2018.

## **9 Review**

9.1 This policy will be reviewed every three years, or earlier, where legislative, regulatory or operational changes require it.