

# UNACCEPTABLE BEHAVIOUR & UNREASONABLE DEMANDS POLICY



## 1. Policy Statement

- 1.1 Castles & Coasts Housing Association (**CCHA**) is committed to providing our customers with excellent standards of service, in a polite and respectful way, in line with our service commitments. Our staff are expected to demonstrate our Corporate Values, at all times, when delivering services to customers.
- 1.2 In return, we have an expectation that our customers will behave appropriately towards our staff, that staff will not be subjected to unacceptable behaviour in the course of their work and that individual customers will not take up a disproportionate amount of our resources (including time). This policy sets out the behaviour that we define as resource intensive, unacceptable and unreasonable, and the process we will follow to challenge and manage such behaviour from customers.

## 2. Policy Aims

- To define the behaviour from customers we consider as unacceptable or resource intensive
- To make every effort to ensure that our staff and contractors, working on behalf of the Association, are able to carry out their duties safely without disadvantage, fear of intimidation, discrimination or distress caused by unacceptable behaviour
- To give a commitment to our staff and make it clear to customers that unacceptable behaviour will not be tolerated and will be dealt with robustly
- To provide guidance, when particular circumstances mean that we would consider a decision to restrict or change access to our services, as a result of unacceptable or resource intensive behaviour

## 3. Unacceptable Behaviour Definitions

- 3.1 There are six categories of behaviour from customers which are deemed as unacceptable by the Association:
  - Unreasonable behaviour
  - Aggressive, violent or abusive behaviour
  - Unreasonable demands
  - Unreasonable persistence
  - Vexatious behaviour
  - Resource intensive behaviour
- 3.2 The examples given in Section 5.2, are indicative rather than exhaustive, and other behaviours may be classed as unacceptable if they were to prevent, for example, a member of staff from delivering a service to customers in a fair and proportionate way. This policy is designed to give those who are subjected to unacceptable behaviour the flexibility to challenge the behaviour, no matter what form it takes.

## **4. Equality and Diversity**

- 4.1 The Association will comply with Equality and Diversity legislation when dealing with incidents of unacceptable behaviour. We will take into account the individual circumstances of the staff member and the customer involved, when investigating an incident. We will then determine the most appropriate course of action.
- 4.2 The Association will not unlawfully discriminate against a customer because of their race, colour, ethnic or national origin, language, religion, belief, age, gender, sexual orientation, marital status, family circumstances, employment status, physical ability or mental health.

## **5. Unreasonable Behaviour**

- 5.1 Customers, in some instances, pursue requests for information or make complaints that are unreasonable in their form or content.
- 5.2 Examples of this type of behaviour include:

- Refusing to specify the details of a complaint, despite offers of assistance
- Changing the basis of a complaint/request as the matter proceeds
- Denying or changing information provided at an earlier stage
- Making unjustified complaints about staff who are trying to deal with an issue and requesting to have this member of staff replaced. This can include requesting that the staff are disciplined or dismissed
- Covertly recording meetings and conversations
- Submitting falsified documents from themselves or others
- Refusing to accept a decision; repeatedly arguing points with no new evidence
- Persistently seeking an outcome which the Association has already explained is unrealistic

## **6. Aggressive or Abusive Behaviour**

- 6.1 Aggressive or abusive behaviour includes physical, verbal or written behaviour which may cause staff to suffer harm, or to feel afraid, intimidated, threatened or abused.
- 6.2 Examples of this type of behaviour include:

- Physical violence against a person
- Physical violence against objects, such as kicking, defacing or destroying property
- Threats
- Personal verbal abuse
- Derogatory or insulting remarks
- Persistent shouting
- Persistent swearing
- Unwelcome or lewd gestures
- Statements which are intended to, or are likely to, cause offence
- Unsubstantiated allegations
- Sexist, racist, homophobic or any other discriminatory comments/abuse

6.3 The Association also considers the use of social networking sites and the internet to perpetrate or encourage aggression and/or abuse, including any of the above types of behaviour towards our staff, to be unacceptable behaviour. The Association will consider any messages posted via social media or other internet based media, including email, in the same light as any written or spoken communication.

## **7. Unreasonable Demands**

7.1 Customers may make what can be considered as unreasonable demands on our staff through the amount of information they seek, the scale of the service they expect or the number of contacts or complaints that they make regarding the same issue.

7.2 The Association considers demands to be unreasonable when they impact substantially on the work of staff, for example by taking up an excessive amount of time which is disproportionate to the issue and is disruptive to the Association's service delivery. This is likely to disadvantage other customers, as it can impact on the service that can be provided to them.

7.3 Examples of this type of behaviour include:

- Demanding responses within an unreasonable timescale
- Insisting that an issue is dealt with in a way that is not consistent with the Association's policies and procedures
- Insisting on meeting with or speaking only to one particular member of staff
- Making persistent phone calls or persistently contacting the Association by other means
- Persistently seeking an outcome which the Association has already explained
- Repeatedly changing the substance of a complaint or raising unrelated issues

## **8. Unreasonable Persistence**

8.1 There may be instances where customers will not, or cannot, accept that we are unable to assist them further, or provide a level of service other than that already provided. Customers may persist in disagreeing with the action or decision taken in relation to an enquiry or further to the management of a complaint, in line with our Complaints Policy.

8.2 We consider the actions of persistent customers to be unacceptable when they take up a disproportionate amount of staff time and resources.

8.3 Customers who believe that they are not receiving an appropriate resolution, as a result of an enquiry, can complain to the Association, in line with our Complaints Policy. If a customer has exhausted our Complaints Procedure, they can pursue their complaint with the Housing Ombudsman, as outlined within our Complaints Policy.

8.4 Examples of unreasonable persistent behaviour include:

- Persistent refusal to accept a decision made in relation to a complaint
- Refusal to accept explanations relating to what can and what cannot be done
- Continuing to pursue a complaint without presenting any new information
- Unwillingness to accept the terms of a Tenancy Agreement or Lease, where terms are clear and unambiguous

## **9. Vexatious Behaviour**

9.1 We consider vexatious behaviour to be when customers complain to cause unnecessary aggravation, frustration or inconvenience, rather than to resolve a genuine issue. Their complaint may be based on fictitious events or extreme exaggerations of minor issues.

9.2 Examples of this type of behaviour include:

- Where a request causes significant inconvenience or disruption
- Where there is a clear intention to reopen issues that have already been considered and resolved by the Association
- Making unsubstantiated complaints about employees

## **10. Resource Intensive Behaviour**

10.1 Resource intensive behaviour requires a level of resources above the normal level of customer service that we provide. In determining whether a customer is behaving unreasonably in this context, we will take into account all relevant circumstances, including any known vulnerability or disability issues. A resource intensive customer may:

- Contact us on a high number of occasions, placing unreasonable demands on staff
- Raise the same issues with a number of different members of staff

10.2 Contact may be in person or by telephone, letter, email, SMS Text or fax. Discretion must be used in determining the precise number of “excessive contacts” applicable under this section, using judgement based on the specific circumstances of each individual case.

## **11. Managing Unacceptable and Resource Intensive Behaviour**

11.1 There are relatively few customers whose actions we consider unacceptable. Consequently, how we aim to manage these actions depends on their nature and extent. If it adversely affects our ability to do our work and deliver services to other customers, we may need to restrict a customer’s contact with our offices or staff, in order to manage the unacceptable behaviour.

11.2 In all cases, if we consider it necessary to restrict or amend service delivery to a customer, as a result of unreasonable or resource intensive behaviour, this will be discussed with a member of the Senior Leadership Team (**SLT**), who will agree the best course of action, taking into consideration the circumstances, on a case by case basis. A member of SLT will then make contact with the customer, to explain the actions we consider to be unacceptable or resource intensive and why, asking them to amend their behaviour, and explaining what actions we will take if they do not. Where we have to take action, we will tell the customer in writing what this action will be and why we are taking it.

11.3 We may offer to meet the customer to discuss the unacceptable or resource intensive actions and agree a resolution. It may be appropriate, in some cases, to engage external experts, i.e. an independent mediator, to assist us in resolving a situation.

- 11.4 We may advise the customer that we consider the issue(s) fully responded to and that continuing correspondence on the issue(s) is not acceptable, in line with this policy. In these circumstances, future correspondence relating to the issue(s) will be noted and filed, but will not be acknowledged or responded to, unless it contains new significant information, which we consider require action or a response.
- 11.5 We may advise the customer that we can only consider a certain number of issues/enquiries within a given time period and ask them to limit or focus their request accordingly.
- 11.6 We may restrict customer contact with our Association and staff. All such restrictions will be proportionate. For example, we may:
- Only take calls from the customer during specified times and days
  - Arrange for a specific member of staff to deal with calls or correspondence from the customer
  - Require the customer to make an appointment to see a named member of staff before visiting the office
  - Restrict email, SMS Text and web chat contact, which is immediate and easily abused
  - Require the customer to communicate in writing or through a third party
  - Specify the time and manner of our responses
  - Suspend the customer's right to attend our offices and/or meetings with us
  - Take other action that we consider appropriate
- 11.7 Customers will be notified in writing with details of any restrictions applied and the duration that these will apply for.
- 11.8 The period of the restriction will be up to two years or, in exceptional cases, up to three years. At the end of the period, the restriction will be reviewed to determine whether it is still required and, therefore, whether it should continue for a further period and whether it should be modified. The review will include considering the customer's behaviour during the period of the restriction, and any court order or injunction granting the Association a longer period of protection than the initial period of restriction.
- 11.9 Any decision to restrict customer contact will be recorded on the Association's Housing Management System.

## **12. Right to Appeal**

- 12.1 A customer has the right to appeal the decision to restrict contact. The customer should be advised in writing about this right, provided with the contact details of the specific Director of the Service Area the restriction relates to and the time limit for exercising this right (usually within 14 days of the decision being sent to the customer). The appeal will be dealt with by a person who has had no personal involvement with the decision under appeal. The person dealing with the appeal will then advise the customer, in writing, of the outcome within 5 working days of receipt.
- 12.2 At this stage, we will advise the customer of their right to contact the Housing Ombudsman, if they believe our decision to restrict contact is unjust.

### **13. Confidentiality, Data Protection and Rights of Access**

- 13.1 All information given by customers in relation to this policy will be treated as strictly confidential and will not be discussed with third parties without their permission.
- 13.2 The Association will comply with the Data Protection Act 2018 and the General Data Protection Regulation, in relation to all personal information held.

### **14. Cross References**

14.1 This policy and the associated procedures should be read in conjunction with the following CCHA policies and procedures:

- [Anti-Social Behaviour Policy](#)
- [Complaints Policy](#)
- [Data Protection Policy](#)
- [Employee Wellbeing Policy](#)
- [Equality & Diversity Strategy](#)
- [Harassment Policy](#)
- [Health & Safety Policy Statement](#)
- [Safeguarding Adults & Children Policy](#)
- [Severe Diary Entries & Vulnerability Codes Policy & Procedure](#)