

6.1. Unacceptable Customer Behaviour

Introduction

- 6.1.1. We are committed to high quality customer service which underpins its activities. This involves putting customers first and respecting their rights, needs and views. We have various ways customers can provide feedback such as via our complaint's procedure, snap surveys, I-community etc, and we actively encourage customers to make use of them.
- 6.1.2. Customers may act out of character in times of trouble or distress. There may have been upsetting or distressing circumstances leading up to a complaint. We do not view behaviour as unacceptable just because someone is forceful or determined. However, the actions of users who are angry, demanding or persistent may result in unreasonable demands on, or unacceptable behaviour towards our colleagues. This procedure helps determine the most appropriate course of action.

Diverse Needs

- 6.1.3. Whilst managing unacceptable behaviour, we will take any vulnerabilities or medical conditions into consideration, as well as any support needs that are known or made known to us. We will make every effort to ensure our colleagues, contractors and agents are able to carry out their duties safely without fear of discrimination or distress caused by unacceptable behaviour. Additionally, we will:
- Provide accessible services whilst retaining the right to restrict or change access to a service where we consider customers actions to be unacceptable.
 - Strive to ensure that neither colleagues, contractors nor other customers are subjected to behaviour that is considered unacceptable as defined in this procedure.
- 6.1.4. Whilst implementing this procedure we will:
- Consider each case based on the individual circumstances and needs of the complainant.
 - Make reasonable adjustments e.g. for people who are neurodivergent, have mental health issues, dementia or Tourette's syndrome, or other learning disabilities.
 - Take into consideration any barriers to communication, e.g. language, literacy issues, hearing impairment, requirement for use of sign language and tailor our communications to enable us to communicate with the customer and for them to be able to respond to us. Our communications should be timely, clear and accessible.
 - Allow customers to be supported by a representative or an advocate of their choice in all interactions with us.
 - Recognise that some languages may sound, or have accompanying hand or body language, that to others may appear aggressive or inappropriate.
 - Understand that some customers may display behaviours that appear to be non-cooperative but that may be part of their culture e.g. no male visitors, or no visits/contact on a particular day.
 - Appreciate that neurodivergent customers may need more support and flexibility, for example, a pre-arranged interview or telephone call.



- Communicate with survivors of domestic abuse in line with guidance in the Domestic Abuse procedure.
 - Consider any safeguarding issues and refer to the Safeguarding Adults and Safeguarding Children procedures where appropriate.
 - Consult tenants' records for any reasonable adjustments we need to make to deliver services and where any additional information is obtained about the customer during implementation of this procedure, ensure all systems are updated to capture and store this new information.
- 6.1.5. Prior to invoking the procedure and restricting customer contact, we will complete an equality impact assessment to ensure that we have considered any known disabilities and/or mental health conditions of the customer before taking appropriate action – Appendix 5.
- 6.1.6. The equality impact assessment considers the customer's health and personal circumstances and assesses if our treatment is a proportionate means of achieving a legitimate aim.
- 6.1.7. We will continually review the equality impact assessment because the customer's health and personal circumstances may change at any given time. Reviews should be undertaken aligned to when the case is regularly reviewed every six months. However, any known changes to the customer's health and/or personal circumstances may also trigger a review. This will determine if we continue to invoke the procedure.

Behaviour Covered Under this Procedure

Aggressive or Abusive Behaviour

- 6.1.8. There may be incidences of behaviour which an individual may find difficult, but it would be reasonable to expect a well-trained competent colleague to be able to deal with in most circumstances. This would not be considered unacceptable behaviour.
- 6.1.9. We recognise that people may act out of character when in distress or difficulty, so being upset or angry is understandable. However, when these emotions escalate into aggressive or abusive behaviour towards our colleagues, such behaviour will be considered unacceptable and managed in accordance with this procedure.
- 6.1.10. Aggression is not limited to acts causing physical harm. It also includes any behaviour that may cause colleagues to feel threatened, abused or afraid. Examples of abusive or aggressive behaviour include (but are not limited to):
- Using language, which is intended to insult or degrade, or is racist, sexist or homophobic.
 - Threats of violence or physical violence or harassment.
 - Intimidation or threatening behaviour towards colleagues by any means.
 - Deliberate physical damage caused to property.
 - Persistent swearing and/or shouting.
 - Personal abuse and or unwelcome or rude gestures.
 - Making inflammatory or unsubstantiated allegations.

Unreasonable Demands

- 6.1.11. Unreasonable demands in relation to the type and timelines of service will be managed in line with the procedure. Examples could include (but not limited to):



- Demanding that all repairs are dealt with as an emergency or demanding that a complaint be prioritised above others.
- Behaviours or demands that are disproportionate to the matter in question or deliberately made to cause annoyance, misdirect or waste the organisation's resources will be considered unreasonable.
- Demanding a service outside the relevant policy timescales.
- Submitting high volumes of repeated communication which could include (but is not limited to) letter, email, telephone and social media.
- Requesting high volumes of information which is not relevant to the service request or complaint being made.
- Insisting on only seeing or speaking to a particular colleague without a clear justifiable reason.
- Repeatedly asking for services that are not offered.
- Repeatedly changing the substance of a complaint or raising unrelated concerns as part of an existing complaint.
- Repeatedly complains or makes repeated requests about similar issues that have already been dealt with.

Unreasonable Persistent or Vexatious Behaviour

6.1.12. If despite reasonable attempts to resolve a matter, the customer continues to make unnecessary contact and will not accept that we cannot provide them with a level of service and/or information other than that which has already been provided; this persistent behaviour may be deemed as unreasonable. Examples of unreasonably persistent or vexatious behaviour include (but are not limited to):

- Even though the way in which a customer approaches us may be reasonable, the persistent nature of the behaviour may not be acceptable.
- Refusing to accept a decision made after fully exhausting the complaints process.
- Refusing to accept explanations relating to what we can and cannot do.
- Refusing to accept the decision to appoint a single point of contact.
- Insistent on no response has been received.
- Pursuing an issue/case which we consider resolved or closed without presenting any new significant information.
- Making an unreasonable number of contacts with us, by any means in relation to a specific complaint or issue e.g. high volume of letters, emails, telephone calls etc.
- Where a customer frequently visits the office without an appointment.
- Sends irrelevant or duplicate documents.
- Electronically recording meetings and conversations without the prior knowledge of those involved.

Managing Unacceptable Behaviour

6.1.13. The steps our colleagues take to manage unacceptable behaviour will depend on the nature and extent of the behaviour. Colleagues are expected to exercise their judgement in responding to unacceptable behaviour taking all factors in each individual case into account. Colleagues are authorised to take such immediate



action as they, acting reasonably and responsibly, consider to be appropriate at the time.

- 6.1.14. Any colleague who is confronted by an abusive, aggressive, unreasonably demanding, persistent and / or vexatious customer, may decide to remove themselves from the situation after advising the customer that their behaviour is unacceptable. This may involve terminating a call, or other form of communication and refraining from further contact. Having done so, the colleague should record and report the incident to their line manager. Consideration should be given to completing the relevant paperwork which informs colleagues about the potential risk and/or action taken e.g. SAW IT, warning marker, system alerts etc.
- 6.1.15. We will try to reach a voluntary (informal) arrangement before taking formal action. Colleagues may take a supportive role and try and influence the customer to modify their behaviour (approach taken by Care and Support) or alternatively give customers an initial warning that their behaviour is unacceptable and record the details on their file.
- 6.1.16. We recognise that a customer's actions may be caused or affected by a disability or vulnerability, which, if known to us we will consider. We will undertake an equality impact assessment before taking any formal action to understand if there are any other needs and if those needs could be met in any other way. We will make sure appropriate support is provided to the customer including signposting to relevant agencies such as mental health services.
- 6.1.17. Should such behaviour continue, a formal written warning may be sent and placed on the customer's file. If the behaviour persists after a formal warning, we will fully assess the way in which we communicate with the customer and take steps, as outlined in this procedure, to manage our interaction with the customer.
- 6.1.18. However, there may be occasions where we decide to invoke the procedure without sending a formal written warning first, due to the seriousness of the customer's behaviour towards colleagues and others. Sending a formal written notice may inflame a situation and put colleagues at risk, therefore each case should be assessed on a case-by-case basis.
- 6.1.19. Again, where the behaviour is so extreme that it threatens the immediate safety and welfare of colleagues and others, it may be necessary to report the matter to the police and / or take any legal action we deem necessary and appropriate. In such instances it is possible that no warning of this action will be given.

Restricting Customer Contact

- 6.1.20. In situations where previous warnings have been issued to a customer and where they have failed to modify their behaviour, we may decide to limit or restrict their contact with us. This may mean maintaining only one form of contact e.g. email/telephone, and / or requiring all future contact is through a third party. We may consider providing the customer with a SPOC so that all enquiries and communication are channelled via the SPOC.
- 6.1.21. We will notify customers in writing the reasons for our decision to restrict contact, the details of the restricted contact arrangements, including details of the SPOC and the length of time that the restriction will be in place. Relevant colleagues will be informed of any restrictions put in place – this may also include contractors and other statutory agencies.
- 6.1.22. Examples of restricted contact may include the following:
- Ending direct contact (telephone, e-mail, letter, social media or by any combination) and/or by restricting the frequency of contact.



- Restricting contact to an individual or specified colleagues e.g. SPOC. This means contact will be restricted to either written communication to a named individual such as a SPOC or through a third party.
- Any caution or support/warning flags added to individual customer accounts will be reviewed in line with this procedure.
- Where correspondence (letter, electronic or via social media) or other forms of communication are abusive or offensive to colleagues or contains unsubstantiated allegations, the customer will be asked to stop, and we will advise that if this continues, we will no longer respond on the issues raised.
- Only take calls at pre-arranged dates and times or put in place an arrangement for a SPOC to deal with any calls or contact.
- Only accept contact in writing.
- Return correspondence if appropriate.
- Take other action that we consider appropriate, and where this is the case, we will always inform the customer about the action being taken and why.

Please note this list is not exhaustive.

Single point of contact (SPOC)

- 6.1.23. If we are to restrict contact, the customer would (but not in all cases) be advised to communicate via a SPOC. This is a decision made by the team managing the customer.
- 6.1.24. The role of the SPOC is normally the responsibility of a designated colleague. All enquiries and communication are channelled via a SPOC so that we can track communication and provide an informed response.
- 6.1.25. The SPOC may ask other colleagues to draft responses on their behalf particularly if they require technical assistance or specialist knowledge. The SPOC may also hand over responsibility to another colleague especially if they are planning extended leave away from the workplace. Where responsibility is temporarily transferred to another colleague, the customer must be informed of the change in SPOC, even if that is only for a short period of time.
- 6.1.26. In the interests of transparency and fairness to the customer and to provide on-going support to the SPOC, it is recommended that a colleague, which could be, but not restricted to the SPOC's line manager, reviews the SPOC's correspondence and decisions on a quarterly cycle or sooner if deemed necessary. A salesforce case should be raised to confirm that the SPOC's decisions and correspondence has been checked by their colleague/line manager. Recommendations about outstanding actions and/or changes should also be recorded on Salesforce and followed up to ensure they are completed.

Exclusions

- 6.1.27. We will consider exclusions to the above which could be reported, as and when, they occur due to the nature of the issue and immediacy in which we must respond, they include (but not restricted to):
- Critical anti-social behaviour incidents/reports.
 - New repairs.
 - Urgent repairs.
 - Emergencies such as fire, terrorism, physical assault etc.



- Safeguarding incidents.
- Domestic violence.

Ignoring Contact Restrictions

- 6.1.28. If the customer continues to disregard contact restrictions and/or acts unreasonably, a warning letter should be sent which advises the customer to refrain from ignoring our restrictions and warns of the potential action we may take if they continue to disregard contact restrictions and/or act unreasonably.
- 6.1.29. If the customer's behaviour does not modify and they continue to ignore our advice and warnings, we may consider taking legal action. At this point, the SPOC or colleague responsible should seek legal advice about the next steps which may include formal action such as:
- Issuing a legal warning letter.
 - Consider potential injunction proceedings if the complainant ignores our warning.
 - Consider applying for a civil restraint order in specific circumstances.
 - If some or all the above are exhausted, to begin possession proceeding by issuing a Notice of Seeking Possession.

Updating Records and Communication

- 6.1.30. It is important that the customer is kept updated about decisions and changes made when following this procedure.
- 6.1.31. It is equally important that internal record keeping is regularly updated, such as:
- Salesforce & Open Housing.
 - Warning markers.
 - SAW IT.
 - Update the appropriate colleagues and/or teams such as Customer Service Centre, Evolve/repairs contractors etc.
- 6.1.32. Colleagues should refer to the Warning Marker User Guide for details on how to record instances of restricted contact under this procedure, to ensure visibility across our teams and systems.

Monitoring and Reviewing

- 6.1.33. Regular monitoring of the customer's behaviour should be carried out to establish if further action needs to be considered, or we lift the restricted contact.
- 6.1.34. Each case should be reviewed every six months, or more frequently if appropriate, to establish if the measures in place remain, are adjusted or removed. In all instances we will write to the customer to inform them about the outcome of the review.

Appealing/Reconsidering a Decision to Restrict Contact

- 6.1.35. A decision to restrict customer contact may be reconsidered, upon written request if the customer demonstrates a more acceptable approach. A senior officer will review the status of any customers with restricted contact and confirm their decision within 28 days of when the appeal is received.
- 6.1.36. A customer may appeal a decision and must write to us within 14 days of the date on the decision letter. If they do not do so, they will lose their right of appeal. Any appeal should be made in accordance with the restrictions on contact currently in place and the outcome of the appeal will be advised within 28 days of when the appeal is



received. On appeal, a fact sheet with an accompanying letter must be sent to the customer.

- 6.1.37. The decision made by the senior officer reviewing the request/appeal is final and cannot be appealed against. In cases where the customer remains dissatisfied, the customer will be signposted to the Housing Ombudsman.

6.2. Warning Markers

- 6.2.1. The purpose of Warning Markers is to give colleagues and contractors basic information regarding the level of threat a customer poses for future visits and appointments. The Warning Marker denotes the level of threat and the action to be taken when visiting the customer.
- 6.2.2. Aggressive, abusive or unreasonable behaviour can include, but is not limited to:
 - Physical violence, personal verbal abuse, derogatory remarks and rudeness
 - Abusive, offensive or threatening behaviour
 - Behaviour or language (whether oral or written) that may cause colleagues to feel afraid, threatened or abused
 - False or malicious statements
- 6.2.3. Any incident of aggressive, abusive or unreasonable behaviour towards our colleagues, agents or contractors, relating to their work, or observations of unsafe living conditions which may pose a risk to the same, should be reported immediately.
- 6.2.4. A Warning Marker will only be added to a customer's tenancy record in response to an incident as described above. Any colleague, including contractors or other third-party agents, are required to report incidents using our Health & Safety Reporting System (SAW-IT). The incident will be investigated by their line manager from a welfare and roles & responsibilities point of view, and incidents involving the behaviour or actions of a customer, including family members or visitors to a customer's home, will be escalated to the Housing Services Team (or equivalent in Care & Support/Scotland/Home Ownership) who will independently review the incident from a tenancy enforcement angle.
- 6.2.5. Housing Service Managers will liaise with the appropriate people, such as Housing Officers and other colleagues who have previously interacted with the customer, to complete a full investigation and agree an outcome, such as:
 - Monitor situation
 - Discuss incident with customer
 - Add warning marker
 - Other tenancy enforcement action
 - No further action
- 6.2.6. If a warning marker is added, the Housing Services Manager will need to agree whether to discuss the incident with the customer or not. If appropriate, a face-to-face visit should be undertaken by the HSM and/or Housing Officer. In most cases, a letter will be sent to the customer explaining the decision, how it was made, when it will be reviewed, and their right to appeal. If it is believed that sending such a letter could inflame a situation, the decision to withhold the information will need to be agreed by our Data Protection Team, and evidence from third parties may be required. The only exception to this is where a Property Warning Marker (WARP) is being added for issues such as Oxygen being stored at the property or the customer being a medical needle user: it is acceptable not to send a letter in these circumstances on the understanding that the customer is aware of the marker through discussion with their Housing Officer. If we decide not to communicate a warning marker to the customer, the customer still has the right to request access to the data we hold on them (Right to Access, GDPR) and the warning marker would be included in any such data request.



- 6.2.7. Warning Markers will be reviewed on a cyclical basis, see the table below for details on the types of warning markers, actions to be taken where warnings are recorded, and review periods. At each review we will communicate the outcome with the customer, unless the decision not to communicate has been agreed by the Data Protection Team as above.
- 6.2.8. Customers have the right to appeal a decision to add or extend a warning marker beyond the initial review period. They can do so in writing (letter or email), in discussion with their Housing Officer or by contacting the Customer Service Centre. The appeal should detail any mitigating circumstances surrounding the incident from the customers point of view and will be heard by an independent Manager. Any such appeal should be submitted within 14 days of receiving the Warning Marker Letter.

