

Document Title	Anti-Social Behaviour Policy
Version	Final
Release Date	April 2018
Review Date	March 2019
Extension Reason(s)	
Extension date approved	
Approver details	Customer and Communities Board
Document Type	Policy
Sponsor	Andrew Meyer
Author	Paul Fagan Madeleine Jefferies Steve Jones



## ANTI-SOCIAL BEHAVIOUR POLICY

<b>Executive Summary</b>	<p>This document outlines our policy on how Orbit as a business approaches and manages Anti-Social Behaviour (ASB).</p> <p>This policy also takes into account our statutory and regulatory responsibilities.</p>
<b>Approved by</b>	Customer Services – Senior Management Team (February 2018) and the Customer and Communities Board (April 2018)
<b>EA completed</b>	February 2018.
<b>Explain how customers have been involved</b>	Feedback on this policy will be sought from our involved customers.
<b>Consultation</b>	Independent Living, Leasehold and Tenancy Services.
<b>Applies to</b>	All staff.
<b>Scope</b>	This policy forms part of the wider Community Safety and Anti-Fraud agenda aimed at supporting teams to tackle and resolve allegations which are our responsibility as a Registered Provider.

## 1.0 INTRODUCTION

- 1.1 This policy demonstrates our strong commitment and outlines our response to dealing with allegations of Anti-Social Behaviour (ASB) in our role as a Registered Provider.
- 1.2 We believe that everyone has the right to live without fear of ASB. We recognise the importance of tackling ASB and acknowledge its effect and are committed to preventing and detecting it.
- 1.3 This policy is part of a suite under the umbrella of Community Safety and Anti-Fraud (CSAF). Other relevant policies are detailed in paragraphs 1.4 to 1.7 and 5.5. This policy takes account of the requirements of the Homes & Communities Agency Neighbourhood and Community Standard.
- 1.4 Domestic Abuse - We recognise the serious impact of domestic abuse and the role we have in tackling it as part of a multi-agency approach. In such cases we will apply our **Domestic Abuse Policy**. We may also deal with issues arising from domestic abuse allegations as ASB under this policy where the issues are affecting people not of the same household; for example serious and persistent noise nuisance, or criminal damage.
- 1.5 Hate Incidents - We recognise the serious impact of hate incidents and the role we have in tackling it as part of a multi-agency approach. In such cases we will apply our **Hate Incident Policy**.
- 1.6 Safeguarding - Where safeguarding concerns arise in dealing with allegations of ASB we will apply the **Safeguarding Policy**.
- 1.7 Tenancy Fraud - We recognise that allegations of tenancy fraud may have connections to allegations of ASB and we will apply either the **ASB** or **Tenancy Fraud Policy** as appropriate.
- 1.8 This policy relates to our customers living in rented, shared ownership (including Aspire to Buy) and leasehold homes; however it should be noted that some of the options available to us as a landlord may be limited. We will decide if action is possible or necessary on a case by case basis and will be open and transparent in order to manage expectations from the outset. In situations where we do not have the powers or tools to tackle the issue, we may if appropriate work in partnership with other organisations, or signpost as necessary.

## 2.0 DEFINITION

- 2.1 The Anti-Social Behaviour, Crime and Policing Act 2014 defines ASB as:

*‘Conduct that has caused, or is likely to cause, harassment, alarm or distress to any person.’*

*And*

*“Conduct capable of causing nuisance or annoyance to a person in relation to that person’s occupation of residential premises, or conduct capable of causing housing-related nuisance or annoyance to any person.”*

2.2 This policy and associated procedure is designed to deal with ASB that directly affects the housing management functions of Orbit as a 'relevant landlord' and as defined by and incorporated into Sections 153A and 153B of the Housing Act 1996 by Section 12 of the Anti-Social Behaviour Act 2003.

2.3 We define ASB as:

*“Conduct which has caused or which is capable of causing harassment, alarm, distress, or nuisance or annoyance to any person and directly or indirectly relates to, or affects the housing management functions of Orbit”*

Or,

*“Conduct which consists of or involves using or threatening to use housing accommodation owned or managed by Orbit for an unlawful purpose”.*

2.4 The housing management function of a landlord covers any activity that we would undertake in the day to day and strategic management of our properties. This includes but is not limited to:

- interactions with customers
- maintenance and repairs
- the collection of rent and other charges
- managing estates and other areas

2.5 Matters that might indirectly affect the housing management function include delivering care and housing support and other services that enable us to operate efficiently.

2.6 We will therefore only deal with allegations which have an impact on one of our properties or which occur in the immediate vicinity (i.e. in the same street) of one of our properties, or is housing-related.

2.7 Reference should be made to our **Tenancy Management Policy** for queries that we may deal with as tenancy management and do not consider to be ASB and therefore out of the scope of this policy.

2.8 The table below outlines what we do and do not consider to be ASB and within scope of this policy. In very exceptional circumstances, an out of scope matter may be treated as ASB, but to do so, would need to be authorised by the relevant Tenancy Services Manager (CSAF):

<b>ASB (in scope)</b>	<b>NOT ASB (out of scope)</b>
Arson	Babies Crying
Assault & Threats of Violence	Children Playing
Brothels	Cooking Smells
Criminal Damage (inc offensive graffiti)	DIY Noise
Drug Dealing and Use	Dog and Cat Fouling
Noise (deemed to be a statutory nuisance)	Disputes (friends and family)
Prostitution	General Living Noise (doors banging, footsteps, etc)
Sexual Offences	Lifestyle clashes
Verbal Abuse / Harassment / Intimidation	Parking Issues (non designated areas)
Weapons (Gun and Knife)	Parties (one off)

	Personal Disputes
	Pet Nuisance

2.9 We do not refer to people subjected or exposed to ASB as 'victims' and instead refer to them as complainants if they have been directly affected, or witnesses if they have seen or heard something but are not directly affected.

2.10 We refer to those people suspected of committing ASB as perpetrators.

### **3.0 REPORTING ALLEGATIONS**

3.1 We aim to make reporting allegations easy and we accept allegations from anyone with reports able to be made online via our website, by email, by telephone, in writing and in person.

### **4.0 COMPLAINANT AND WITNESS RESPONSIBILITIES**

4.1 We expect our customers to adhere to the terms and conditions of their tenancy agreement.

4.2 We expect allegations to be made at the time of the incident occurring and we may refuse to accept an allegation if it has not been reported to us within 72 hours of the date of the incident. We expect allegations to be factual and detailed enough for us to take action if necessary and we may refuse to accept an allegation if we are not given sufficient information.

4.3 If an anonymous allegation is made, we will only accept it if there is sufficient information and evidence to take action if necessary.

4.4 We will not disclose a complainant or witnesses details to an alleged perpetrator without their consent, however if this is not given, we may then refuse to take action if our ability to do so is limited by such a refusal.

4.5 Before making allegations to us we expect complainants and witnesses to:

- take responsibility for their own behaviour and every person (including friends, family, children and lodgers) living in or visiting their property. This includes in the property itself, in communal areas (such as stairs, lifts, landings, entrance halls, gardens and parking areas) and in the immediate neighborhood;
- be considerate of others in their surroundings by being respectful and tolerant of lifestyle choices;
- where appropriate attempt to communicate with the alleged perpetrator to resolve the issue;
- report allegations to relevant statutory organisations; for example if the allegation is of a criminal nature, we expect that it will have been reported to the Police in the first instance;
- support action recommended and/or proposed by us.

4.6 If complainants and witnesses do not follow the expectations above, we reserve the right to refuse to deal with an allegation and may be limited in our ability to act.

## 5.0 MANAGING ALLEGATIONS

5.1 We will take all allegations seriously and will treat each on their own merits and we will use all available tools and powers as appropriate to resolve issues. Our focus is strongly on prevention and from the outset of our relationship with customers; we deliver a strong message that ASB is not tolerated. Such messages are delivered at application and pre-sign up stages and wherever appropriate. We also do not accept applications from people with a previous history of ASB. In situations where action is necessary, we will quickly tackle issues and we have invested in dedicated CSAF teams who are appropriately trained to manage cases that fall under the Community Safety and Anti-Fraud umbrella.

5.2 If an allegation meets our definition, a case will be immediately opened and categorised as either A or B:

ASB (in scope)	CATEGORY
Arson	A
Assault & Threats of Violence	A
Brothels	B
Criminal Damage (inc offensive graffiti)	B
Drug Dealing and Use	B
Noise (deemed to be a statutory nuisance)	B
Prostitution	B
Sexual Offences	A
Verbal Abuse / Harassment / Intimidation	A
Weapons (Gun and Knife)	A

We will respond to Category A cases within 1 working day of receiving the allegation and Category B cases within 3 working days of receiving the allegation.

5.3 We will carry out a risk based assessment and will agree an action plan with each complainant or witness, which will include how and when we will keep in contact, any support needs they may have and how these are to be delivered, managing expectations and our intentions as to how we intend to manage the case with their support.

5.4 Any action we may take will be proportionate to the type allegation made and will be at our discretion. Any action taken will be one of, or a combination of the following: Preventative Measures, Other Interventions, Enforcement and Legal Action using the range of tools and powers available to us as a landlord under the Anti-Social Behaviour, Crime and Policing Act 2014, the Housing Act 1988 and other relevant legislation.

5.5 We will investigate cases in line with our **Investigations Policy**.

5.6 Action taken could be against a customer or non customer for example a household member or visitor and could relate to an allegation committed at the property, or within the immediate neighbourhood.

5.7 The tenure of the customer(s) involved may determine the type of action we take.

5.8 Before closing a case, we will make contact with complainants and witnesses and clearly explain why we are doing so.

5.9 We may publicise action taken by us as part of our strategy to provide reassurance to the wider community and to prevent and deter ASB.

## **6.0 LEGAL ACTION**

6.1 If a Tenancy Services Officer (CSAF) managing a case wishes to commence legal proceedings on a DIY basis, this must be approved by their line manager or in their absence, their nominated deputy.

6.2 If a Tenancy Services Officer (CSAF) managing a case wishes to use a legal remedy requiring the services of a solicitor or barrister, they must adhere to the **Legal Services Procedure**.

## **7.0 PARTNERSHIP**

7.1 In some cases as a landlord, we will not always be the organisation with the responsibility or powers to deal with the allegation(s) made. In these circumstances we adopt a partnership approach and work proactively with other professional organisations such as the Police or Local Authority and share information in line with our **Privacy Policy**. We may refer complainants or witnesses to other organisations as appropriate whilst always being clear about our responsibilities and capabilities.

7.2 Where we have an interest but another organisation is leading, we may decide not to act until the outcome of their investigation is known.

## **8.0 SUPPORT**

8.1 When dealing with allegations we will consider early on the support needs of complainants, witnesses, alleged perpetrators, staff and contractors. Where support needs are identified we will make individuals aware of the support available to them, or we may with permission, make a specific support referral ourselves but this will be at the discretion of the officer managing the case. We recognise that providing support may fall outside of our role as a landlord and it is in these circumstances, that we may signpost to external organisations.

8.2 We will as a matter of routine, offer to make a referral to Victim Support unless another organisation has already done so.

## **9.0 PRIVACY STATEMENT**

9.1 We collect information ('personal data') so that we can manage and support our relationship with our customers, comply with legal obligations, improve our services and achieve our legitimate business aims. We are committed to complying with data protection legislation when handling customers' data. Customers have rights around their data, including the right to access their data and to object to the way it is processed. For more information on how and why we process customers' data and how customers can exercise their rights, please see our full Privacy Policy on our website at [www.orbit.org.uk/privacy-policy/](http://www.orbit.org.uk/privacy-policy/)

## **10.0 EQUALITY AND DIVERSITY**

10.1 Our policies are developed in line with our [Equality and Diversity Policy](#) approach. An Equality Analysis has been conducted and the details can be accessed by clicking [here](#).

## **11.0 COMPLAINTS**

11.1 Anyone is able to make a complaint about the service they have received and this is managed under our [Complaints Policy](#). We do not however accept complaints based on the outcome of a case.

## **12.0 MONITORING, ACCOUNTABILITY AND REVIEW**

12.1 Monitoring of live cases will be monthly by the relevant Tenancy Services Manager (CSAF) and measured against any agreed Key Performance Indicators and the Customer Promise. Performance will be formally reported each April to the Customer Services Senior Management Team by the Head of Tenancy Services.

12.2 We will usually carry out a review of this policy every three years or sooner if it is newly created, or there are legal or regulatory changes.