



# **MANAGING BEHAVIOURS POLICY**

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# 1. Introduction

- 1.1** Eastlight Community Homes (hereafter ‘Eastlight’) is committed to providing quality homes and services to its customers.
- 1.2** This Managing Behaviours Policy sets out Eastlight’s approach to the few customers whose actions or behaviour we consider unacceptable and has been put in place following consultation with senior staff.
- 1.3** This Managing Behaviours Policy is to ensure that Eastlight meets its legal and statutory requirements under UK legislative and regulatory obligations.
- 1.4** It applies to employees, involved residents, consultants, Board Members, volunteers, representatives of Eastlight, and contractors (third parties) that are engaged to carry out our duties and manage data on our behalf and by our instructions.
- 1.5** This Policy also serves as a reference document for employees and third parties on the responsibilities of our organisation.
- 1.6** The Policy should be read in conjunction with the Housing Ombudsman Service’s best practice guidance on Unacceptable Behaviour. It should also be read alongside Eastlight’s Complaints & Resolutions Policy and Compensation Policy.

# 2. Think Customer

- 2.1** At Eastlight, we exist to provide the best possible homes and services for residents.
- 2.2** Our ‘Think Customer’ approach aims to guide and support colleagues whenever they make decisions that affect our residents, directly or indirectly.
- 2.3** ‘Think Customer’ ensures our people fully consider how residents will experience and be impacted by the service we provide. Before acting, our people must think about:
  - The short and long-term effects of their actions
  - The residents’ individual needs and preferences
  - Whether their communication is clear, respectful and appropriate
  - If they can draw on any past insights or experiences to help them when making tough decisions
  - Whether they, themselves, would be happy with the service being provided.
- 2.4** The ‘Think Customer’ model is designed to complement and work alongside all Eastlight policies and procedures, including this Managing Behaviours Policy.

## 3. Aims & Objectives

- 3.1** We aim to make it clear to customers, at initial contact and throughout their dealings with us, what we can or cannot do regarding our services and how we deliver them. In doing so, we aim to not raise hopes or expectations that we cannot meet.
- 3.2** We also aim to deal fairly, honestly, consistently and appropriately with all customers, including those whose actions we consider unacceptable. We believe that our customers have the right to be heard, understood and respected, and that Eastlight staff have those same rights.
- 3.3** We want to provide a service that is accessible to all whilst retaining the right to restrict or change access to our service, where we consider customer actions to be unacceptable.
- 3.4** We want to make sure that other customers and Eastlight staff do not suffer any disadvantages from those who act in an unacceptable manner.

## 4. Understanding What Unreasonable Behaviour Is

- 4.1** This Policy applies to anyone who holds a tenancy or lease with us, including members of their household, anyone who receives a service from us, and/or anyone who has applied to live in an Eastlight home.
- 4.2** It also applies to someone acting on behalf of any of the aforementioned.
- 4.3** We may also decide to apply our Managing Behaviors Policy to anyone else who is in contact with us. This triggers the criteria as set out in Section 5.
- 4.4** This Policy is set in line with best practice expectations of the Housing Ombudsman Service on Unacceptable Behaviour.
- 4.5** We understand that many people have neurodiverse needs, which may affect how they communicate. We also recognise that upsetting circumstances can lead to people acting out of character during times of distress. We do not consider behaviour unacceptable simply because someone communicates differently, or because they are forceful or determined.
- 4.6** However, the actions of complainants who are angry, rude, offensive, demanding or

persistent may put unreasonable demands on Eastlight or result in unacceptable behaviour towards our staff. We consider these actions unreasonable behaviour and aim to manage them under this Policy.

- 4.7** Unreasonable behaviour is behaviour that has a disproportional impact on our services and/or behaviour that is not acceptable in terms of tone or language used. Threats are also considered unreasonable behaviour. (See Section 5 for further examples of unreasonable behaviour).

## 5. Managing Behaviour

### 5.1 Aggressive or Abusive Behaviour

- 5.1.1 Violence is not restricted to acts of aggression that may result in physical harm. Violence also includes behaviour or language (whether oral or written) that may cause our staff to feel afraid, threatened or abused.
- 5.1.2 Examples of aggressive or abusive behaviour include:
- Threats
  - Physical violence
  - Personal verbal abuse
  - Derogatory and offensive remarks
  - Rudeness
  - Inflammatory statements and unsubstantiated allegations.
- 5.1.3 We expect our staff to be treated courteously and with respect. Violence or abuse towards staff is unacceptable.
- 5.1.4 Our staff will show empathy, and where anger involves the subject matter, we will do our utmost to help provide a resolution. Where this escalates into aggression towards an Eastlight staff member, this is not acceptable.

### 5.2 Unreasonable Demands

- 5.2.1 Customers may make what we consider ‘unreasonable demands’ through the amount of information they want from us, the nature and scale of service they expect or the number of approaches they make.
- 5.2.2 What amounts to unreasonable demands will always depend on the circumstances surrounding the behaviour and the seriousness of the issues raised by the customer.
- 5.2.3 Where we consider an unreasonable demand has been put to us, we will confirm this and our concerns over their behaviour.

5.2.4 Examples of unreasonable demands include:

- Demanding a response within an unreasonable timescale
- Asking for large volumes of information
- Insisting on seeing or speaking to a particular member of staff
- Continual phone calls, emails or letters
- Repetitious requests for information
- Repeatedly changing the substance of the complaint
- Repeatedly raising unrelated concerns
- Being deliberately or repeatedly obstructive, petty or hypercritical
- Repeatedly raising issues outside of our control.

5.2.5 We consider these demands unreasonable and unacceptable if they start to substantially impact our work, such as taking up an excessive amount of staff time to the disadvantage of other customers.

### **5.3 Unreasonable Persistence**

5.3.1 We recognise that some customers will not or cannot accept that we are unable to assist them or provide a level of service other than that provided already. Customers may persist in disagreeing with the action or decision taken regarding their requests or complaint or persist in contacting us about the same issue.

5.3.2 Examples of unreasonable persistence include:

- Persistent refusal to accept a decision regarding a complaint
- Persistent refusal to accept explanations about what we can or cannot do
- Continuing to pursue a complaint without presenting any new information
- Repeatedly adding to or changing the reason for a complaint
- Contacting numerous staff within Eastlight regarding the same issue at the same time.

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

5.3.4 We consider the actions of persistent customers/complainants to be unacceptable when they take up what we regard as being a disproportionate amount of time and resources.

### **5.4 Over-Contacting Colleagues**

5.4.1 We recognise that some customers will contact us frequently about a range of issues, sometimes using different methods.

5.4.2 Examples of ‘contact overload’ may include:

- The frequency of contact
- The volume of contact
- The frequency and length of contact (such as phone calls, emails, letters and in-person conversations).

5.4.3 When contact becomes unmanageable or takes a disproportionate amount of time for Eastlight team members to respond to, we will consider this unacceptable.

## **5.5 Social Media Engagement**

5.5.1 We recognise that some customers engage with us on social media and we consider this a vital communication tool, allowing for further reach and convenience. However, as already outlined in this Policy, we expect all comments and posts to be respectful, proportionate and in a similar tone to how customers would expect us to communicate with them.

5.5.2 Examples of unreasonable behaviour on social media include:

- Being rude or insulting staff
- Being rude or insulting other online users and/or Eastlight customers
- Inflammatory and/or inappropriate language
- Naming or targeting individual staff members
- Ignoring requests to contact us directly to discuss any concerns (taking the issue 'offline')
- Any other forms of unacceptable behaviour as set out in this Policy.

# **6. Managing Unacceptable Actions**

6.1 We find very few customer actions unacceptable. How we aim to manage these actions is dependent on their nature and extent.

6.2 In the first instance, we will make the customer aware of the behaviours we have found that are negatively impacting the way we can work with them, based on the examples listed in the section above. We will confirm this in writing.

6.3 In our Letter Before Action, we will ask the customer to change their behaviour, giving examples of what we feel needs improvement and providing a clear timeframe for this change. Where appropriate, we may ask if there is someone else that we can work with on the customer's behalf, such as a friend, family member, support worker or other representative. We will make all reasonable efforts to recognise a customer's individual circumstances, and we will not impose restrictions that do not show due regard to the Equality Act 2010.

6.4 If there are no significant improvements within the initial timeframe agreed, and we

are still unable to provide services to the customer in a reasonable and proportionate manner, we will put a formal plan in place. This will be in writing, describing what we are asking the customer to change and the contact restrictions we are putting in place (Section 6.11). We will also tell the customer how long this arrangement will be in place and how frequently we will review it.

- 6.5** The decision to invoke a formal plan must be agreed by the Senior Resolutions Manager or Head of Service before communicating the decision.
- 6.6** In extreme instances, we can override the Letter Before Action phase and invoke the Managing Behaviours Policy to introduce contact restriction measures immediately. However, this action must be discussed and agreed with an Executive Director
- 6.7** We will not restrict a customer's ability to report emergency repairs to us, as we recognise this could detrimentally impact on the customer and their home. However, contact will be restricted to emergency repairs only and must be made by telephone.
- 6.8** Where we move to a formal plan, we may need to manage the unacceptable action by restricting contact with us. We aim to do this in a way, wherever possible, that allows a service request or complaint to progress to completion through our general service or complaint process. We may restrict contact in person, by telephone, letter or electronically (including social media), or by any combination of these.
- 6.9** We try to maintain at least one form of contact. In extreme situations, we will tell the customer in writing that their name is on a cautionary contact list. This means they must restrict contact with us to either written communication or through a third party.
- 6.10** Eastlight staff that directly experience aggressive or abusive behaviour from a customer have the authority to deal immediately with that behaviour in a manner they consider appropriate to the situation and in line with this Policy. However, they must inform their line manager, Head of Service or Director immediately.
- 6.11** The threat or use of physical violence, verbal abuse or harassment towards Eastlight staff is likely to result in the ending of all direct contact with the customer. We may report incidents to the police, and this will always happen if physical violence is used or threatened.
- 6.12** We do not deal with correspondence (in any form) that is abusive to staff or contains allegations that lack substantive evidence. When this happens, we tell the customer that we consider their language offensive, unnecessary and unhelpful. We ask them to stop using such language and state that we will not respond to their correspondence if they do not stop. We may require future contact to be through a third party e.g. a family member, an MP or a representative from another agency.
- 6.13** Our staff will end phone calls if the caller is considered aggressive, abusive or offensive. The staff member taking the call has the right to make this decision, telling

the caller that their behaviour is unacceptable and ending the call if the behaviour does not stop altogether.

- 6.14** Where a customer repeatedly exhibits such behaviour, as described in Section 5, we may decide to:
- Only take phone calls from the customer at set times on set days, placing limits on the length of the call
  - Only accept contact (unless an emergency) by email, limiting communication to one email per week
  - Ask that social media conversations are taken ‘offline’. If this is not adhered to, we may choose to restrict further contact and a customer’s ability to interact with Eastlight via social media
  - Arrange for a single point of contact so that one member of staff deals with calls or correspondence from the customer in the future
  - Only communicate via a third party (appointed advocate) on behalf of the customer
  - Require the customer to make an appointment to see a named member of staff before visiting or that the customer contacts us in writing only
  - Return documents to the customer or, in extreme cases, advise the customer that further irrelevant documents will be destroyed
  - Offer a template for the customer to populate their enquiry, service request or complaint
  - Take other action that we consider appropriate. We will, however, always tell the customer what action we are taking and why.
- 6.15** Where a customer continues to correspond on a wide range of issues, and this action is considered excessive, the customer will be told that only a certain number of issues will be considered in a given period and asked to limit/focus requests accordingly.
- 6.16** Customer action may be considered unreasonably persistent if all internal review mechanisms have been exhausted and the customer continues to dispute our decision regarding their complaint or service request. The customer will be told that no future phone calls will be accepted or interviews given concerning this. Any future contact by the customer on this issue must be in writing. Future correspondence is read and filed but only acknowledged or responded to if the customer provides significant new information relating to the complaint.
- 6.17** We may also offer mediation between customers and Eastlight through an independent third party. This will occur only where all other efforts have not positively impacted our ability to support a customer reasonably and proportionately.

## 7. Monitoring Arrangements

- 7.1** Whenever we put a formal arrangement in place, we will monitor this at regular intervals depending on the content of the arrangement. We will tell you how often this review will take place when we begin the arrangement with you. Typically, this is likely to be every six or 12 months in most cases.
- 7.2** When we review an arrangement, this will be led by the Head of Service and Senior Resolutions Manager that put the arrangement in place, and it will include staff members that have had contact with the customer during the life of the arrangement, including any staff member who is the customer's single point of contact.
- 7.3** We will review the effectiveness of the arrangement and any changes we have seen in the original behaviours identified. Any decisions regarding changes will be made based on the impact we have seen and how reasonable and proportionate it is for us to work with the customer.
- 7.4** We may decide to keep the arrangement in place without any changes; reduce the restrictions where appropriate and keep a revised arrangement in place; increase the restrictions where appropriate and keep the arrangement in place; or end the arrangement, where we are confident the original behaviours have changed and the customer's contact with us does not impact how we can support other customers.
- 7.5** After each review, we will write to you to confirm the outcome and next steps. Where an arrangement is staying in place, we will tell you when it will next be reviewed.
- 7.6** If an arrangement is in place but the customer's behaviour becomes more difficult to work with, we will review the arrangement sooner. We will tell you the outcome of that review in writing.

## 8. Appealing a Decision to Restrict Contact

- 8.1** A customer can appeal our decision to restrict contact. An Eastlight Director, who was not involved in the original decision, will consider any such appeals.
- 8.2** The Director will advise the customer in writing that either the restricted contact arrangements will still apply, or a different course of action has been agreed upon.

## 9. Reporting Arrangements

- 9.1** We record all incidents of customers' unacceptable actions in accordance with the Data Protection Act. If we decide to restrict contact, we will make a note in the relevant file and on appropriate computer records.

## 10. Equality Impact Assessment

- 10.1** An Equality Impact Assessment (EIA) for this Policy was conducted. As a result, actions have been put in place to mitigate any negative impacts.

## 11. Monitoring & Review

- 11.1** We will monitor the effectiveness and implementation of this Policy every three years or following any substantive change in guidance or legislation to ensure that customers are treated fairly and equitably.

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