



Tenancy Services

Anti-Social Behaviour Policy

Regulation & Legislation	This policy links to the Anti-Social Behaviour Crime and Policing Act 2014; the Housing Act 1996; the Anti-Social Behaviour Act 2003; the Regulator of Social Housing Neighbourhood and Community Standard
Approved by	Director of Customer Operations – 25 May 2021
Supporting documents	Domestic Abuse Policy; Hate Incident Policy; Safeguarding Policy; Tenancy Fraud Policy; Tenancy Management Policy; Investigations Policy; Legal Services Procedure
Scope	This policy outlines how Orbit approaches and manages anti-social behaviour (ASB). It applies to customers living in our rented, shared ownership and leasehold properties.
Reference to “Orbit” means Orbit Group which consists of Orbit Group Limited, Orbit Housing Association Limited, Orbit Homes (2020) Limited, Orbit Treasury Limited and Orbit Capital Limited.	

1. 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 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.
- 1.4 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.
- 1.5 Safeguarding - Where safeguarding concerns arise in dealing with allegations of ASB we will apply the Safeguarding Policy.
- 1.6 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.

- 1.7 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. Policy Statement

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 In addition 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 Breach of Tenancy 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 Team Manager:

ASB (in scope)	NOT ASB (out of scope)
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	Disputes (friends and family)
Prostitution	General Living Noise (doors banging, footsteps, etc)
Sexual Offences	Lifestyle clashes
Verbal Abuse / Harassment / Intimidation	Parking Issues
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.

Reporting allegations

- 2.11 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.

Complainant and witness responsibilities

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

- 2.13 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 3 working days 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.
- 2.14 If an anonymous allegation is made, we will only accept it if there is sufficient information and evidence to take action or if the allegation is of high severity
- 2.15 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.
- 2.16 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 neighbourhood;
 - 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.
- 2.17 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.

Managing allegations

- 2.18 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 may 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.

- 2.19 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.

- 2.20 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.
- 2.21 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.
- 2.22 We will investigate cases in line with our Investigations Policy.
- 2.23 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.
- 2.24 The tenure of the customer(s) involved may determine the type of action we take.
- 2.25 Before closing a case, we will make contact with complainants and witnesses and clearly explain why we are doing so.
- 2.26 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.

Legal action

- 2.27 Legal action will be taken in line with our Investigations Policy, Legal Action Procedure and Legal Services Procedure.

Partnership

- 2.28 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.
- 2.29 Where we have an interest but another organisation is leading, we may decide not to act until the outcome of their investigation is known.
- 2.30 We will work with Local Authorities to assist them fulfilling their duty to prevent homelessness in line with our 'commitment to refer' obligations.

Support

- 2.31 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.
- 2.32 We will as a matter of routine, offer to make a referral to Victim Support unless another organisation has already done so.

3. Roles and Responsibilities

3.1

Role	Responsibility
TSO	Compliance with this policy and associated procedures Case management
TSTM	Approval for action Case Audits
Head of Tenancy management	Final approval of legal Approval for Action Approval of legal budget spend

4. Performance Controls and Business Risk

- 4.1 Compliance with this policy will be monitored by monthly reporting and case audits.
- 4.2 Monitoring of live cases will be monthly by the relevant Tenancy Services Team Manager and measured against agreed Key Performance Indicators and the Customer Promise.
- 4.3 Performance will be formally reported by the Head of Tenancy Management every April to the Customer Services Senior Management team.
- 4.4 Orbit will carry out a fundamental review of this policy every three years or sooner subject to legal, regulatory changes or if internal changes require it.

5. Essential information

- 5.1 All Orbit policies and procedures are developed in line with our approach to the following, Data Protection statement, Equality Diversity and Inclusion approach, Complaints Policy and our regulatory and legal obligations to ensure we deliver services in a lawful manner and treat people equally and fairly. Details of these are found on the declaration document for Strategy Policy and Procedure summary and have been an integral part of the formulation of this document. Orbits privacy policy can be accessed on our website. www.orbit.org.uk/privacy-policy/.

EA	Equality Analysis was completed in May 2018 and is available to view.
DPIA	A DPIA has been completed against the supporting procedure and is available to view.
Consultation	Internal: Independent Living, Leasehold, Tenancy Services
	External: Two customer focus groups were consulted on implementation of the policy in 2018
Applies to	All employees, contractors and agents

Document control

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Uncontrolled if Printed

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Directorate Customer Services

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Last review		Date	May 2021
		Next Review (or sooner if changed)	Quarter 1 2024

Revision History

Version Number	Date	Comments / Reason for revision
v1.1	Dec 2019	Statement on Commitment to refer added
v2.0	May 2021	Three-year review – minor changes: 2.13 – amended from 72 hours to 3 working days for clarity 2.18 – amended from we do not to we may not accept applications 2.27 – wording amended for consistency with other policies
v2.1	Aug 2022	Minor amendments to reflect new structure: new legal and triage teams