



## Tenancy Services

# Anti-Social Behaviour Policy

<b>Regulation and Legislation</b>	This policy links to the RSH Neighbourhood and Community Standard and the Housing Acts 1985, Housing Act 1988, Housing Act 1996, Localism Act 2012 and the Anti-Social Behaviour, Crime and Policing Act 2014. Equality Act 2010, Social Housing (Regulation) Act 2023
<b>Supporting documents</b>	Domestic Abuse Policy; Hate Incidents Policy; Safeguarding Policy; Tenancy Fraud Policy; Legal Services Procedure; Anti-social Behaviour (ASB) Strategy; Anti-social Behaviour and Hate Incidents Procedure
<b>Scope</b>	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 to tackling Anti-social Behaviour (ASB) and outlines our response to dealing with allegations of ASB in our role as a Registered Provider, alongside our ASB Strategy.
- 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 Incidents 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 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:

<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 (including 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	Parties (one off)
Abuse of employees/contractors	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 simple for the complainant and we accept allegations from anyone. Reports can 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 investigate and take action if necessary. 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 investigate and take action, if necessary 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 options to take action.

### **Managing allegations**

- 2.18 We will take all allegations seriously treating each on their own merits using 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 conviction of ASB. In situations where action is necessary, we will 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 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 and managing expectations.
- 2.20 Any action we may take will be proportionate to the type of 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.
- 2.21 When investigating cases, we may/will:
- Undertake directed surveillance e.g., person specific which includes the use of various methods including CCTV and observations if necessary and only if it is legitimate and proportionate to do so. Whilst we are not required to, any such surveillance will be in adherence with the principles of the Regulation of Investigatory Powers Act 2000 (RIPA).
  - Use the services of professional witnesses to assist us in securing evidence. In such situations, the request for a professional witness will need to be put to the Tenancy Services Team Manager for the area. If approved, the Tenancy Services Officer will give them a clear brief and purpose before beginning any observations. The approved request will be saved to EDRM.
  - Use surveillance (overt or covert) which will be authorised by the Head of Service in line with the CCTV Policy, or their designated deputy being a person not directly connected with the investigation.
  - Use open-source data such as Facebook and other social media applications to access relevant information to investigate allegations and manage cases. Where we conduct National Anti-Fraud Network (NAFN) searches, these must be authorised by the Senior Triage Officer or the Tenancy Services Team Manager.
  - Investigate, log the information/evidence gathered, recorded on our chosen case management system.

The decision to carry out or act on any information or evidence gathered is a decision that rests solely with Orbit.

- 2.22 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.
- 2.23 Where there is a live case open and a complainant wishes to report additional incidents relating to the same case, these should be logged with the case manager in line with the agreed action plan. The Case manager or colleague will aim to acknowledge the report within 3-working days of this being received. Multiple reports may be acknowledged in one response. Complainants should be mindful of out of office responses if liaising via email or direct telephone number. The incident

will then be logged on the case and the complainant will be informed of the outcome of any follow-on investigations.

- 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, whilst maintaining the anonymity of those customers involved.

### **Legal action**

- 2.27 Legal action will be taken in line with our 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. Data Retention

All data, documents and information relating to cases to be retained for the duration of the tenancy, in accordance with Orbit's data retention schedule and legal obligations.

### 4. Roles and Responsibilities

3.1

Role	Responsibility
<b>Tenancy Services Officer / Tenancy Services Legal Officer</b>	Compliance with this policy and associated procedures Case investigation/management
<b>Tenancy Services Team Manager</b>	Approval for action Case Audits
<b>Operations Lead / Head of Service</b>	Approval of legal budget spend

### 5. Performance Controls and Business Risk

- 5.1 Compliance with this policy will be monitored by monthly reporting and case audits.
- 5.2 Monitoring of live cases will be monthly by the relevant Tenancy Services team Manager and measured against agreed Performance Indicators and the Customer Promise.
- 5.3 Performance will be formally reported by the Head of Service every April to the Customer Services Senior Management team.
- 5.4 Monitoring of Tenant Satisfaction Measure (TSM) TP12 (Proportion of respondents who report that they are satisfied with their landlord's approach to handling anti-social behaviour) will be by the Tenancy Services Operations Lead and Head of Tenancy and Income Service.
- 5.5 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.

### 6. Essential Information

- 6.1 All Orbit policies and procedures are developed in line with our approach to the following, data protection statement, equality diversity and inclusion approach, Complaints and Customer Care Policy and our regulatory and legal obligations to ensure we deliver services in a lawful manner and treat people equally and fairly. Orbit's privacy policy can be accessed on our website.  
[www.orbitcustomerhub.org.uk/publications/policies/](http://www.orbitcustomerhub.org.uk/publications/policies/)



<b>EA</b>	Equality Analysis (completed in May 2018) is currently under review
<b>DPIA</b>	A DPIA has been completed against the supporting procedure and is available to view.
<b>Consultation</b>	<b>Internal:</b> Supported Living, Independent Living,
	<b>External:</b> Engaged customers were consulted on 7 Nov 2024
<b>Applies to</b>	All employees, contractors and agents

## Document control

Status	Date Issued	Version	Revision
Approved	Dec 2024	v3.0	

Uncontrolled if Printed

Title	Anti-Social Behaviour Policy		ID151
Doc Type	Policy	Review Cycle	3 Yearly
Circulation	All Departments	Classification	Public

Doc Level 3

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Approved by	Customer and Communities Board	Date	May 2018
Last review	Director of Customer Operations		Dec 2024
Next Review (or sooner if changed)			Dec 2027



## Revision History

Version Number	Date	Comments / Reason for revision
v1.0	May 2018	Published
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
v3.0	Dec 2024	Three-year review – minor changes: 2.8 – abuse of employees/contractor added to in-scope 2.19 – removal of A/B category table 2.22 – investigation clauses added 2.24 – added re investigation of new allegation whilst there is an open case Customer Panel feedback: 2.26 – added in assurance of customer anonymity in instances where we may wish to publicise action taken. Updated Roles & Responsibilities table