

# **POLICY**

**ANTI-SOCIAL BEHAVIOUR**

*'Early intervention  
leading to future prevention'*

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## Policy

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## 1.0 **Introduction**

- 1.1 This policy is to reflect the statutory obligations that were given to Local Authorities, Housing Action Trusts and Registered Social Landlords under section 218a of the Housing Act 1996 which are implemented under section 12 of the Anti-Social Behaviour Act 2003.
- 1.2 Section 218a of the Housing Act 1996 thus implemented by section 12 of the Anti-Social Behaviour Act 2003 states that Local Authorities, Housing Action Trusts and Registered Social Landlords produces the following:
- a) An Anti-Social Behaviour Policy
  - b) Procedures for dealing with Anti-Social Behaviour incidents
- 1.3 Mid-Wales Housing has, for some years, had procedures in place for dealing with incidents of Anti-Social Behaviour and these procedures will be referred to later in the Policy.
- 1.4 The Association's Anti-Social Behaviour Policy and Procedures are available for inspection at its Head Office:

Bryn Aderyn  
The Bank  
NEWTOWN  
Powys  
SY16 2AB

OR

By telephoning the Association on 01686 627476 to request a copy;

By e-mailing the Association on [post@mid-walesha.co.uk](mailto:post@mid-walesha.co.uk) to request a copy;

By accessing the Association's website [www.mid-walesha.co.uk](http://www.mid-walesha.co.uk).

- 1.4 These policies and procedures take into consideration the following legislation:
- Homeless Act 2002
  - Data Protection Act 1998
  - Human Rights Act 1998 (Article 8)
  - Race Relations Act 1976 (amended 2002)
  - Disability Discrimination Act 1995
  - Children Act 1989 (section 27)

- 1.5 The policies and procedures also reflect the Association's mission statement which reads:

***'We are in the business of continuing to provide high quality affordable housing that aims to meet the aspirations of local people and communities through innovation, dedication and commitment to excellence'***

In order to achieve our mission statement we need to prevent anti-social behaviour on our estates and where it does occur need to resolve the problems swiftly for all concerned.

Furthermore, prevention, and where anti-social behaviour occurs, early resolution to incidents is paramount to achieving the sustainability of tenancies on our estates.

## **2.0 Definition**

- 2.1 Anti-Social Behaviour is defined under section 153a and 153b of the Housing Act 1996 as follows:

### Section 153a

Conduct....

- a) capable of causing nuisance or annoyance to any person.
- b) directly or indirectly relates to or affects the housing management functions of the landlord

A 'Housing Management' function covers anything that the landlord may carry out in the day to day management of their properties such as:

- a) Estate Management
- b) Rent Arrears Control
- c) Maintenance
- d) Tenant Participation

### Section 153b

Where a person is using or threatening to use their home for illegal purposes such as:

- a) drug dealing
- b) a brothel

- 2.2 Anti-Social Behaviour on estates has been on the increase in society for a considerable amount of time. This has not only made some areas 'no go areas' in some towns, cities and indeed some villages but has generally made some people's lives a misery.
- 2.3 Under the Anti-Social Behaviour Act 2003 Mid-Wales Housing has been given greater powers to resolve incidents of Anti-Social Behaviour and it is hoped by working together with our tenants and other agencies we can prevent and resolve such behaviour.
- 2.4 Acts of Anti-Social Behaviour include:
- a) Harassment
  - b) Victimisation
  - c) Fly tipping
  - d) Graffiti
  - e) Abandoned vehicles
  - f) Noise
  - g) Nuisance
  - h) Damage to the Association's or other residents' property
  - i) Harassment relating to age, gender, sexual orientation, religion, race colour, nationality, ethnic or national origin, disability, illness (for example AIDS or HIV) or physical appearance.
  - i) Acts of physical violence
  - j) Acts of threatening behaviour including foul and abusive language

This list, of course, is not exhaustive but the Association will not tolerate any of the above acts taking place in its properties, on its estates or in the immediate vicinity of its estates.

- 2.5 The Association will deal with acts of drug dealing, threats or actual violence to other people, harassment and acts of crime on its estates or in the immediate vicinity as serious incidents of anti-social behaviour.

### **3.0 Aims**

- 3.1 At Mid-Wales Housing we will not tolerate any acts of Anti-Social Behaviour in our properties or in the communal areas of our estates. However, it is pleasing to note Mid-Wales is a relative low crime area and has a low incident rate of Anti-Social Behaviour. Our staff will work closely with the community, the Police, the Local Authority and other agencies to prevent and stamp out incidents of Anti-Social Behaviour.
- 3.2 We pride ourselves at Mid-Wales Housing in providing good quality and affordable homes for those people most in need. Encompassing this is the aim to making our estates sustainable and where residents can have the peaceful enjoyment of their home and the surrounding environment.

- 3.3 In essence we will strive towards the aim of the National Housing Strategy, 'Better Homes for People in Wales' which states that:

*'People's homes and their environment are critical to the quality of their lives. For most people, they are the foundation upon which their everyday life is based. They should be somewhere where people feel safe and comfortable...'*

## **4.0 Objectives**

We Will:

- 4.1 Ensure that our procedure is open and accessible to everybody. We will ensure that the way in which a person can make a complaint is clear and concise and offer any assistance where needed to ensure that the complaint is dealt with efficiently.
- 4.2 Have a commitment to translating this policy and procedure into different formats upon request.
- 4.3 Ensure that the complainant is kept informed during the investigative process for incidents of Anti-Social Behaviour.
- 4.4 Ensure that the complainant is made aware of what action we could take against any perpetrator of Anti-Social Behaviour and also what is expected of the complainant during the investigative process.
- 4.5 Work with other agencies such as Local Authorities, the Police and other statutory and voluntary agencies in order to form partnerships to prevent and resolve incidents of Anti-Social Behaviour.
- 4.6 Use new powers that have been given to Housing Associations under the Housing Act 1996 and Anti-Social Behaviour Act 2003 to resolve incidents of Anti-Social Behaviour.
- 4.7 Explore methods of good practice in relation to approaches to Anti-Social Behaviour.
- 4.8 Promote the use of mediation services in neighbour disputes where appropriate.
- 4.9 Offer support to victims of Anti-Social Behaviour to encourage victims to come forward and to ensure their safety (see page 12).
- 4.10 Effectively monitor and periodically review this Policy to reflect practice and legislative changes (see page 17).
- 4.11 Ensure that all complaints of Anti-Social Behaviour are dealt with fairly, impartially irrespective of age, gender, sexual orientation, religion, race

colour, nationality, ethnic or national origin, disability, illness (for example AIDS or HIV) or physical appearance.

## **5.0 Our Approach to Anti-Social Behaviour**

5.1 Mid-Wales Housing has an obligation to all residents that live on its estates and also to those residents that live on adjacent estates to ensure that incidents of Anti-Social Behaviour do not occur and where they do, try to resolve them as quickly as possible.

### **5.2 'Low Level' Anti-Social Behaviour**

Whilst the list outlining what constitutes Anti-Social Behaviour is not exhaustive there are elements of 'low level' anti-social behaviour which is dealt with by our Housing Co-ordinators as part of their estate management role.

What constitutes 'low level' Anti-Social Behaviour?

'Low level' Anti-Social Behaviour would be defined as 'isolated' acts such as:

**Stray Dogs**  
**Unkempt gardens**  
**Children causing problems**  
**Parking problems**  
**Litter**  
**Nuisance vehicles**  
**Graffiti**  
**Fly-tipping/Waste**

Again this list is not exhaustive but should these acts become a regular occurrence then they would be dealt with in accordance with the legislation stated in the introduction to this policy.

5.3 We will approach any individual brought to our attention that is allegedly causing acts of Anti-Social Behaviour. The approach may be either by letter, telephone, personal visit or all of these dependent on the level of Anti-Social Behaviour alleged.

5.4 We will take action, as appropriate, against any individual who is proven to be causing acts of Anti-Social Behaviour in our properties, on our estates or in the immediate vicinity of our estates.

5.5 Action taken against an individual could be in the form of applying to the Court to enable the Association to repossess their home due to the Anti-Social Behaviour being proved in Court.

- 5.6 The Association would consider taking out an injunction against the individual causing the act(s) of Anti-Social Behaviour - a breach of an injunction by the individual concerned could lead to imprisonment and/or a fine.
- 5.7 The Association could also apply for an Anti-Social Behaviour Order under section 1 of the Crime and Disorder Act 1998. The Police Reform Act 2002 enables Registered Social Landlords, such as Mid-Wales Housing, to apply direct to the Courts for such an Order to help tackle Anti-Social Behaviour.
- 5.8 Both injunctions and Anti-Social Behaviour Orders would have measures attached to them to prohibit the individual from carrying out certain acts.
- 5.9 We also work closely with the Police, Local Authorities and other statutory and voluntary bodies to prevent and resolve acts of Anti-Social Behaviour.
- 5.10 We work with the Community Safety Officers and Anti-Social Behaviour Co-ordinator of the Local Authorities in Powys and Ceredigion to help prevent and resolve Anti-Social Behaviour.
- 5.11 We will encourage partnership working in order to prevent and resolve issues that will affect a person's quiet and peaceful enjoyment of their home.
- 5.12 Through our Estate Improvement budget we identify projects that prevent or may resolve Anti-Social Behaviour and furthermore will work in partnership and take on board any suggestions from agencies such as the Police.
- 5.13 Include clauses in our Tenancy Agreement relating to anti-social behaviour.

## **6.0 Tenancy Agreement**

All of our tenants have agreed and signed a Tenancy Agreement when the keys were handed to them for their home. Tenants granted a tenancy before 15<sup>th</sup> January 1989 have received a 'Secure' Tenancy Agreement and those granted tenancies after the 15<sup>th</sup> January 1989 will have received an 'Assured' Tenancy Agreement.

Both types of Tenancy Agreements contain similar terms and conditions in relation to Anti-Social Behaviour. There are certain obligations that the tenant agrees to abide by in terms of preventing Anti-Social Behaviour. The Association has included clauses in both Tenancy Agreements that relate to anti-social behaviour.

## THE TENANT'S OBLIGATIONS

### 3. The Tenant agrees:

- |                                    |      |  |
|------------------------------------|------|--|
| <b>Nuisance</b>                    | (5)  | Not to cause or allow members of his/her household or invited visitors to cause a nuisance or annoyance to neighbours or other Tenants of the Association.   |
| <b>Racial and other harassment</b> | (6)  | Not to commit or allow members of his/her household or invited visitors to commit any form of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability which may interfere with the peace and comfort of, or cause offence to, any other tenant, members of his/her household, visitors or neighbours. |
| <b>Noise</b>                       | (7)  | Not to play or allow to be played any radio, television, record or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to neighbours or can be heard outside the Premises between the hours of 11.00 p.m. and 7.30 a.m.  |
| <b>Pets</b>                        | (8)  | To keep under control any animals kept at the Premises and to obtain the written consent of the Association before keeping a dog or any other animal which might cause a nuisance to neighbours.   |
| <b>Gardens</b>                     | (10) | To keep any private garden let with the property in a reasonably neat and tidy condition.  |
| <b>Parking of vehicles</b>         | (11) | Not to park on the driveway or parking space provided or on any part of the Association's property without the prior written consent of the Association any vehicle other than a private car, motor cycle, scooter or bicycle.   |
| <b>Damage</b>                      | (12) | To make good any damage to the Premises or the Association's fixtures or fittings or to the common parts caused by the Tenant or any member of the Tenant's house-hold or any invited visitor to the Premises, fair wear and tear excepted, and to pay any costs incurred by the Association carrying out such works in default.         |

## 6.2 Assured Tenancy Agreement

### **THE TENANT'S OBLIGATIONS**

#### 3 The Tenant Agrees:

- |  |      |  |
|--|------|--|
| Responsibility For The Actions of Others | 3.6  | To accept responsibility for the actions of the Tenant's family and any other person living in or visiting or for any other reason at the Premises, and also to be responsible for the actions of any such person in the locality of the Premises, to include persons under the age of 18. If anyone for whom the Tenant is responsible under this clause does anything which the Tenant is obliged not to do by this Tenancy Agreement, then such action will be a breach of this Tenancy Agreement as if it had been carry out or committed by the Tenant. |
| Illegal or immoral use                   | 3.7  | Not to use the Premises for any illegal or immoral purpose including, but not limited to, the manufacture possession use and/or supply of illegal drugs or prostitution, and not to carry out such activities in the locality of the Premises.   |
| Criminal Activities                      | 3.8  | Not to carry out any criminal activity in or in the locality of the Premises.  |
| Nuisance                                 | 3.9  | Not to cause or be likely to cause nor allow members of the Tenant's household or visits to cause a nuisance or annoyance to neighbours, other tenants of the Association, any of the Association's employees agents or contractors or any other person lawfully in the locality of the Premises.  |
| Harassment                               | 3.10 | Not to commit nor allow members of the Tenant's household or visitors to commit any form of harassment or threat of harassment on any grounds, including but not limited to race, colour, religion, sex, sexual orientation or disability which may interfere with the peace and comfort of, or cause offence to, any member of the Tenant's household, neighbours, other tenants of the Association, any of the Association's employees agents or contractors or any other person lawfully in the locality of the Premises.                                 |
| Violence                                 | 3.11 | Not to use or threaten violence against any person, including any member of the Tenant's household neighbours, other tenants of the Association, any of the Association's employees, agents and Board Members, contractors or any other person in the locality of the Premises.  |
| Vandalism                                | 3.12 | Not to deface vandalise or damage the Premises or any property owned by the Association.   |

Conduct Towards Association Staff, Members and Contractors	3.13	Not to obstruct or use abusive or threatening words, actions, behaviour or violence towards any Association staff or member of the Association or towards any agent or contractor of the Association and not to cause any nuisance disturbance or annoyance at any offices or any other property belonging to the Association.
Reimbursement of the Association for losses	3.14	The Tenant shall upon demand reimburse the Association for the cost of making good any loss or damage caused by the act or default of any person in breach of clauses 3.12, and 3.17 to 3.20 of this Tenancy Agreement.
Noise	3.15	Not to cause any form of noise nuisance, or to play or allow to be played any radio, television, record, CD, DVD or tape recording or musical instrument so loudly that it causes nuisance or annoyance to any person or can be heard outside the Premises.
Pets	3.16	To keep under control any animals kept at the Premises and to obtain the written consent of the Association before keeping a dog or any other animal which might cause a nuisance to neighbours.
Damage	3.18	Not to cause or permit any member of the Tenant's household or any visitor to the Premises to cause any damage to the Premises or the Association's fixtures or fittings or to any common parts and any fixtures and fittings and make good any damage caused to the Premises or the Association's fixtures and fittings or to any common parts. In the event that the Tenant fails to make good such damage, the Association may enter the Premises and carry out the work of making good and recharge the cost to the Tenant.
Gardens	3.22	To keep all paths and any garden for which the Tenant is responsible in good order, clean, tidy and free of weeds and overgrowth, to cut grass on a regular basis and to keep the whole garden free of rubbish. Not to allow trees or plants to overhang adjoining property.
Common Areas (if any)	3.24	To keep all common areas (inside and outside) clean and clear of obstructions.
Refuse	3.25	To leave refuse only in the bins or bin storage facilities provided and not to put refuse bags or bins out for collection other than on the day on which they are due to be collected.

- Parking 3.26 Not to park or leave or allow others to park or leave in the locality of the Premises any vehicle of any kind other than a roadworthy private car, small van scooter bicycle or motorbike and not to store in or upon the Premises other than in a garage, or allow the storage of, any spares, parts, oils or fuels for any vehicle or vehicles. Such vehicles must be parked in the designated or communal parking areas (if provided). Where no such parking facilities are provided, vehicles must not be parked on the road in such a manner as to cause a nuisance. A vehicle will only be considered roadworthy if taxed. Caravans must not be parked on the Premises unless the Association has granted prior permission in writing. Permission may be granted subject to conditions.
- Not to undertake or allow to be undertaken upon or at the Premises or in or at the designated or communal parking areas any customising or construction of or any repairs or maintenance (other than minor running repairs or maintenance) to any vehicle caravan or trailer whatsoever.
- 3.27 Not to carry out any repairs or maintenance to any vehicle, other than routine repairs to a vehicle belonging to the Tenant, at the Premises or any common parts or designated or communal parking areas or on the approach roads or passageways adjacent to or leading to or in the locality of the Premises.
- Dangerous Substances 3.28 Not to store bring upon or use upon the Premises any paraffin, substances oil or mobile gas heaters or other dangerous substances.
- Weapons 3.29 Not to keep or use any dangerous weapons on the Premises or in the vicinity. The Tenant must not use any dangerous weapon or other item to intimidate, threaten nor cause a nuisance to any person. Any item capable of causing injury will be considered to be a dangerous weapon, whether or not a licence is needed to own hold and/or use it.

## **7.0 Victim Support**

We will give any victim of Anti-Social Behaviour any support that the Association feels appropriate in order to reach a conclusion for the complaint. Any support will depend on the level and seriousness of the acts of Anti-Social Behaviour.

- 7.1 We will assist all complainants to complete forms relating to a complaint they wish to make about incidents of Anti-Social Behaviour.
- 7.2 We will keep the lines of communication open with complainants and inform them of the present situation of their complaint and, if appropriate, inform them of what action has been taken to date.

- 7.3 We will provide a translation service - either in verbal or written form.
- 7.4 Provision will be made for those complainants who are visually impaired, hearing and/or learning difficulties to enable them to access the service.
- 7.5 Provision of measures to ensure the safety and well being of complainants should they be required to act as witnesses at a Court hearing. Such measures will include:
- a) increased home security measures such as more substantial door and window locking systems and Police connected alarm system.
  - b) providing the complainant with a '999' only mobile telephone.
  - c) liaising with the Police to carry out regular patrols of complainant's home
  - d) providing security lighting to front and rear of complainant's home
  - e) offer alternative temporary accommodation to the victim

This list is not exhaustive of the measure we will take but is a guide and will be used in appropriate circumstances.

## **8.0 Harassment/Victimisation**

- 8.1 We will not tolerate any acts of harassment or victimisation whether it is on the grounds age, gender, sexual orientation, religion, race colour, nationality, ethnic or national origin, disability, illness (for example AIDS or HIV) or physical appearance.
- 8.2 The person being harassed or victimised may be a neighbour, a visitor to the Association's estate, a contractor used by the Association or indeed a member of the Association's staff. Therefore, irrespective of who the perpetrator is harassing or victimising we will take it very seriously.
- 8.3 We will take action against any tenants or anybody occupying our properties who have been proven to be causing harassment or victimising another person.
- 8.4 There is a section in our Tenancy Agreement relating to this and we also have a separate policy regarding harassment.

## **9.0 Domestic Violence**

- 9.1 We will not tolerate violence by our tenants or any person occupying our properties to their partners or to any other member of their household.
- 9.2 Should incidents of domestic violence occur in any of our properties we will work with the Police and other agencies. We will also use our legal powers in

order to take action against any tenant or person occupying our properties who is responsible for domestic violence in our properties. This could lead to any tenant responsible for domestic violence being evicted from their home.

- 9.3 We will offer advice to victims of domestic violence in our properties and inform them of what steps they may take themselves to stop the violence. Such remedies would include injunctions and restraining orders.
- 9.4 In addition to offering appropriate advice we will give the victim the contact details for the local Family Crisis Centre and/or Women's Aid.

## **10.0 Protecting Our Staff**

- 10.1 The Association will not tolerate any threats and/or acts of violence to any members of our staff, contractors or Board Members. This also includes any threats and/or acts of violence by our tenants to members of staff, contractors or Board Members outside office hours.
- 10.2 The Association will also not tolerate any type of victimisation and/or harassment to our staff, contractors or Board Members. Again this also includes acts outside of office hours.
- 10.3 Should there be evidence that a tenant is guilty of the above then we will take legal steps to remedy the matter. This could be in the form of an Injunction or serving a Notice of Seeking Possession which could lead to us applying to the County Court for repossession of their home.
- 10.4 We will support our staff, contractors and/or Board Members in pursuing any private claims against any person occupying our properties who are responsible for any acts as outlined in 10.1.

## **11.0 Rehabilitation of Offenders/Perpetrators**

- 11.1 We will endeavour to assist our tenants to sustain their tenancy. However, we recognise that there are certain people that may need a little more help with their tenancies than others. These people could include those who are or who have experienced the following:

- Mental illness
- Alcohol and/or drug misuse
- Relationship breakdowns
- Learning difficulties
- Young/old people
- Any other circumstances that has made the tenant vulnerable

- 11.2 In order that we can help tenants who are or who have experienced any of the above and which could be a reason for them causing anti-social behaviour we will try to arrange appropriate support. Of course we will need the co-operation of the tenant and have their permission to contact appropriate support agencies before we can engage in discussions with Support Providers.
- 11.3 If the appropriate support, once in place, does not resolve the anti-social behaviour we will use non-legal remedies such as acceptable behaviour contracts and, if all else fails, follow the legal process to remedy the situation which could result in the eventual loss of the tenant's home.
- 11.4 In all cases should the anti-social behaviour persist we will consult, take advice and/or take action along with the Police and the Local Authority's Anti-Social Behaviour Co-ordinator.
- 11.5 Again, in all cases we may liaise independently with agencies such as Drugs and Alcohol Services and, in the case of dependants/juveniles, we will liaise independently with schools and families.

## **12.0 Multi-Agency Working – The Partnership Approach**

- 12.1 Tackling anti-social behaviour problems in isolation is not the most effective way of achieving solutions. We recognise that to successfully prevent and/or resolve anti-social behaviour we must work in partnership with other statutory and voluntary agencies.
- 12.2 Mid-Wales Housing will work with partners who have similar aims and objectives of assisting tenants to sustain their tenancies. Furthermore, achieving the aforementioned will also help the wider communities to be sustainable.

## **13.0 Staff Training**

- 13.1 We will ensure that all relevant staff are fully trained in dealing with all issues relating to anti-social behaviour.
- 13.2 We will ensure that all our staff are aware of these policies and procedures.
- 13.3 We will update relevant staff through both internal and external training to ensure that staff are up to date with changes in legislation and good practice.

## **14.0 Data Protection and Information Sharing**

- 14.1 There is a limit to those with whom the Association can share information.
- 14.2 We are able to share relevant information with the Police in order to ascertain information regarding acts that have been brought to our attention which relate to a breach of tenancy.
- 14.3 The Association is one of the partner agencies of the Anti-Social Behaviour Problem Solving groups which are led by the Local Authority's Anti-Social Behaviour Co-ordinator. The aim of the group is to prevent and resolve incidents of anti-social behaviour and therefore, appropriate exchange of information by all relevant agencies is important.

Therefore, we will exchange information with partner agencies of the group ensuring all information is relevant.

## **15.0 Confidentiality**

- 15.1 The Association has a Confidentiality Policy
- 15.2 The Confidentiality Policy outlines who can have access to information about our tenants and what information they can have.
- 15.3 In relation to anti-social behaviour we pledge not to divulge the name, address or any details of the complainant to the alleged perpetrator.
- 15.4 We will not give the name and/or address of the complainant in anti-social behaviour issues to any statutory/voluntary body without the complainant's authority.

Except where it is relevant and appropriate to the eventual prevention or resolution to the issues, we have the complainant's signed consent to do so or where the Association is under a statutory duty to do so under the Data Protection Act.

- 15.5 The only time we may ask to disclose details of the complainant is if we take legal action against the alleged perpetrator. We will not do this without your signed consent to do so and not without explaining how we can protect the witness.

## **16.0 Consultation and Review**

- 16.1 We will consult with tenants via the Association's Tenants' Panel
- 16.2 Future reviews of these policies and procedures will be carried out in consultation with all tenants via the Association's newsletter – it should be noted that under section 218A(4) of the Housing Act 1996 reviews are recommended to be carried out annually but can be at the discretion of landlords. Relevant staff will also be included in the review process.
- 16.3 We will also include, where appropriate, other agencies and stakeholders in the review process.

## **17.0 How We Prevent Anti-Social Behaviour**

The Association strives to ensure that Anti-Social Behaviour is kept to a minimum on its estates. In order to strive towards the elimination of acts of Anti-Social Behaviour, the Association has in place a number of ways to assist this ultimate goal.

- 17.1 The Association's development of new estates are carried out using the 'secure by design' criteria. This is achieved by consulting with the Police's Community Safety Department who inspect the plans of the proposed new developments to try to ensure the safety of the prospective new tenants.
- 17.2 The Association engages into support agreements with relevant agencies to ensure that there are procedures in place should tenants need support to sustain their tenancies.
- 17.3 Each new tenant receives a Tenant's Handbook which runs in conjunction with the terms and conditions of the Tenancy Agreement. Both these documents outline what obligations the tenant has in respect of Anti-Social Behaviour.
- 17.4 Providing community facilities – Mid Wales Housing through its Community Services section will assist in providing community facilities particularly when they are community led.
- 17.5 Making ourselves open and accessible through policies and procedures to ensure that all our tenants are aware of what service they can expect from the Association and what behaviour we expect from them.
- 17.6 Under the Anti-Social Behaviour Act 2003 the Association can apply to the County Court for a demotion of a person's tenancy should they be causing anti-social behaviour. Should a tenancy be demoted via a Court Order the tenant concerned would lose certain rights of their tenancy and furthermore should the anti-social behaviour continue, the Association can apply again to the Court for possession of the person's home.

- 17.7 The Association, in appropriate circumstances, will also consider the use of Professional Witnesses in order to ensure that its estates are safe and free from anti-social behaviour.
- 17.8 The Association also feels that the use of such remedies as injunctions and Anti-Social Behaviour Orders can prevent future anti-social behaviour as they contain certain 'not to' clauses.

# **PROCEDURES**

## **ANTI-SOCIAL BEHAVIOUR**

*'Early intervention  
leading to future prevention'*

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## Appendices

### Appendix A

**Summary of Policies and Procedures**

### Appendix B

**Reporting a Complaint**

## **1.0 How To Complain**

- 1.1 The Association recognises that in order to make its complaints service open and accessible for all there must be various ways that a person may make their complaint.
- 1.2 A person can complain about anti-social behaviour in any one of the following methods:
- In person by calling at any one of the Association's offices
  - In person to any one of our officers
  - By telephoning our main office on 01686 627476
  - By e-mail – either go to our website [www.mid-walesha.co.uk](http://www.mid-walesha.co.uk) and 'click' on the link 'Contact Us' then 'click' on the 'Compliments and Complaints' link. Or e-mail us direct on [complaints@mid-walesha.co.uk](mailto:complaints@mid-walesha.co.uk)
  - By writing to us at our main office: Bryn Aderyn  
The Bank  
Newtown  
Powys  
SY16 2AB

## **2.0 Who will deal with the Complaint?**

- 2.1 The Association has decided to use a 2 tier approach to tackling anti-social behaviour.
- 2.2 Should a complaint be received by the Association and it is what would be defined as an estate management issue (low level anti-social behaviour) this will normally be dealt with by the Housing Co-ordinator for the particular area where the incident has occurred.

Examples of estate management issues would include:

**Stray Dogs**  
**Unkempt gardens**  
**Children causing problems**  
**Parking problems**  
**Litter**  
**Nuisance vehicles**  
**Graffiti**  
**Fly-tipping/Waste**

Of course, this list is not exhaustive

- 2.3 Should a complaint be received by the Association and it is what would be

defined as an anti-social behaviour issue (High level anti-social behaviour) this will normally be dealt with by the Housing Co-ordinator.

Examples of anti-social behaviour issues would include:

**Noise e.g. loud music**  
**Nuisance such as disturbances**  
**Harassment**  
**Drug issues**  
**Victimisation**  
**Intimidation**  
**Anti-social drinking**  
**Criminal damage/vandalism**

Again this list is not exhaustive.

Incidents that are persistent and ongoing will be discussed with the Housing Manager with a view to taking further action.

- 2.4 Should there be any incidents of victimisation and/or harassment concerning our tenants then these shall be dealt with by the Association's Director of Housing Management Services.

### **3.0 What Happens Next?**

- 3.1 Following the initial receipt of the complaint the complainant will be sent a Complaints Pack (Appendix B).

*NB In the case of incidents defined as estate management issues a Complaints Report Form will not be required in the first instance but should the problem persist then the Housing Co-ordinator will request the Complainant to complete one*

- 3.2 The complaint will only be recorded and acted upon on the return of the 'Complaint Report' form.

The 'Complaint Report' form gives the Association further details of the complaint and also gives the Association signed consent from the complainant to proceed with contacting the alleged perpetrator and other agencies in order to try to resolve the problem.

- 3.3 Assistance is available to help complainants to complete the 'Complaints Report' form and assistance can be given over the telephone, in our offices or at the complainant's home.

- 3.4 Only on receipt of the signed and completed 'Complaints Report' form will the complaint be acted upon.

## **4.0 Anonymous Complaints**

- 4.1 Like most organisations the Association receives a number of anonymous complaints. The reason for this could be:
- Complainant is afraid of the Association disclosing their identity
  - The complaint could be malicious e.g. a made up complaint to 'get the other party in to trouble'
- 4.2 Whilst the Association will 'accept' anonymous complaints there is very little it can do should the problems persist. However, it will investigate the complaint.
- 4.3 The Association, on receipt of the 'Complaints Report' form from an anonymous complainant will reserve the right not to follow up the complaint depending on what information is supplied on the form.

## **5.0 Confidentiality**

- 5.1 The Association will ensure that the name of any complainant in relation to anti-social behaviour will not be divulged to the alleged perpetrator. However, whilst the Association can give assurance that this will not happen in the early investigation of the complaint, should the problem continue it may ask the complainant to act as a witness at a Court hearing and/or swear a Statement of Truth. Should this be the case, then the complainant's identity may become known but the Association will keep the complainant informed should the problem reach that stage.
- 5.2 In accordance with the Association's Confidentiality Policy the Association may share relevant information with the Police – please see the Association's Confidentiality Policy for further details.
- 5.3 In tackling anti-social behaviour the Association acknowledges that sometimes problems cannot be resolved in isolation. Therefore, it will engage with other agencies whether it is through one off case conferences or through the Anti Social Behaviour Problem Solving Groups led by the Local Authority's Anti-Social Behaviour Officer. For this to work relevant information will be exchanged between the agencies.
- 5.4 In cases of anti-social behaviour there is a small chance that the alleged perpetrator may guess the identity of the complainant

## **6.0 What Action We May Take (Remedial)**

- 6.1 We will acknowledge all complaints regarding anti-social behaviour issues within 10 working days
- 6.2 Complaints regarding estate management issues will be acknowledged in the following circumstances:
- It has been requested by the Complainant
  - The Housing Co-ordinator feels it appropriate due to the circumstances of the complaint
  - If the issue has been ongoing for a period of 8 weeks or more

The reason for the above is that estate management issues are hoped to be resolved by the Housing Co-ordinator for the area on an informal basis.

- 6.3 The Housing Co-ordinator dealing with the matter will contact the alleged perpetrator. The method of contact will include the following:
- By personal call to their home
  - By meeting them in the Association's offices
  - By telephone
  - By letter
  - All of the above

However, we will try to discuss any complaint with the alleged perpetrator face to face.

The Housing Co-ordinator will discuss the nature of the complaint with the person concerned and obtain their comments on the complaint. The alleged perpetrator will be informed of how the Association deals with complaints.

- 6.4 After the initial contact should the problems continue the Housing Co-ordinator will contact the alleged perpetrator again and continue to do so until the complaint has been resolved to the satisfaction of the complainant.
- 6.5 In the case of those incidents defined as anti-social behaviour issues the Housing Co-ordinator will maintain contact with the complainant periodically whilst the complaint is ongoing to ensure that the Association is up to date with the present situation.

## **7.0 What Action We May Take (Further)**

- 7.1 Whilst the vast number of complaints relating to anti-social behaviour are resolved quickly by the Association's staff there are a few that take longer to resolve.

7.2 Should problems persist there are a number of steps that the Association may take in order to resolve problems:

### 7.2.1 Local Authority Environmental Health Department

In the case of complaints about excessive noise the Association could refer the matter to the Environmental Health Department of the Local Authority where you live.

The Environmental Health Department has powers under the Environmental Protection Act 1990 and the Noise Act 1996 to investigate complaints about noise.

The Environmental Health Department can also deal with issues such as nuisance pets including barking dogs and dog fouling.

### 7.2.2 Mediation

Some cases of anti-social behaviour will be referred to mediation if the Housing Co-ordinator dealing with the matter feels it appropriate depending on the nature of the issue.

The Association has a Service Level Agreement with Powys Mediation. The Association can refer cases to mediation or alternatively one or both parties can request it.

Powys Mediation are an organisation who get involved in neighbour disputes and ideally talk through issues with both parties. It is hoped that some 'middle ground' can be achieved between the 2 parties eg: the level of noise.

The Association encourages the use of the mediation service as it can be an effective way of resolving neighbour disputes for all parties concerned and can assist it should matters proceed to Court.

Mediation will be considered particularly if the anti-social behaviour is allegedly being caused by both parties

### 7.2.3 Anti-Social Behaviour Problem Solving Group

Where problems persist the Association will make an anti-social behaviour referral to the Anti-Social Behaviour Problem Solving Group.

'Partner Agencies' will discuss the problems in question and this will lead to the alleged perpetrator being contacted by the 'Lead Agency' and the Police – this could involve a visit to the alleged perpetrator also.

Every opportunity will be given to the alleged perpetrator to make good their behaviour but should the problems persist then further action would be considered.

#### 7.2.4 Acceptable Behaviour Contract

This will be considered in appropriate circumstances where the problems are ongoing and would be drawn up in partnership with the Police.

The Acceptable Behaviour Contract would not be an admission of behaviour in the past but would be an agreement with the person concerned about what behaviour is acceptable or not acceptable in the future.

The contract could include clauses such as:

The level of volume that music can be played

Times to be at home by  
Places that are not to be visited  
'Not to' clauses

The contract, whilst not legally binding can be used as evidence should the Association proceed to Court.

#### 7.2.5 Anti-Social Behaviour Orders

An Anti-Social Behaviour Order is similar to an injunction.

Should the Acceptable Behaviour Contract not work or should the anti-social behaviour be persistent or of a serious nature then the Association would consider seeking an Anti-Social Behaviour Order (ASBO).

An ASBO could be applied for to the Court either by the Association, the Police, the Local Authority or in partnership with other organisations. If granted the ASBO would have terms included such as:

Not to play excessively loud music  
Not to threaten or use violence towards people  
Not to visit certain area

Any breach of an ASBO could lead to the perpetrator of the Order being imprisoned or fined.

### 7.2.6 Injunctions

An injunction is similar to an ASBO and has certain conditions attached to it.

The terms of the injunction would depend on the nature of the problems that the person concerned had been accused of. However, there would be preventative terms prohibiting the subject of the injunction from carrying out a certain activity.

If any term of an injunction is breached the subject of the injunction could be fined or sent to prison.

### 7.2.7 Demotion of Tenancy

Under the Anti-Social Behaviour Act 2003 the Association can apply to the County Court for a demotion of a person's tenancy who is allegedly causing anti-social behaviour. This will mean that should the Association be successful in obtaining a Demotion Order via the County Court the tenant causing the anti-social behaviour would lose certain rights of their tenancy and furthermore should the anti-social behaviour continue, the Association can apply again to the Court for possession of the person's home.

The demoted tenancy will normally remain for a period of 12 months provided it is not breached and can be extended, but where the tenant's behaviour has improved they will regain the tenancy rights lost at the commencement of the demoted tenancy.

### 7.2.8 Professional Witnesses

In appropriate circumstances and where a complaint is ongoing but there is no clear evidence the Association will consider using Professional Witnesses to obtain evidence.

### 7.2.9 Re-possession

Should problems of anti-social behaviour continue then the Association would consider using the terms of the tenancy agreement in order to resolve the problems.

The Association would apply to the County Court to obtain a possession order against the alleged perpetrator. The County Court could give the Association immediate possession or suspend possession which would lead to perpetrators' eviction.

## **8.0 Monitoring and Reporting**

- 8.1 The Association reports incidents of anti-social behaviour to its Board of Management on a quarterly basis.
- 8.2 The Association will report annually if it has taken action in respect of anti-social behaviour. The following action will be reported:
- How many Acceptable Behaviour Contracts have been agreed with its tenants
  - How many Anti-Social Behaviour Orders have been obtained against its tenants
  - How many County Court Possession Orders have been obtained against its tenants
  - How many evictions have taken place
  - How many cases have been referred to mediation
- 8.3 Should there be any recurring problem on a specific estate then it will monitor the problem and assess whether taking action through the estate improvement budget can resolve the problem.

## **9.0 The Review Process**

- 9.1 The review of these Policy and Procedures will involve tenants, staff, the Association's Management Team and Board of Management.
- 9.2 The review will also involve other agencies as appropriate
- 9.3 The review process will take place every 3 years or when there are significant changes in legislation where the policies and procedures need to reflect these changes.