



**Dunbritton Housing Association Limited**

<b>Name of Policy</b>	<b>Complaints and Behaviour Policy</b>
<b>Responsible Officer</b>	<b>Corporate Services Manager</b>
<b>Date approved by Board</b>	<b>23 August 2023</b>
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## **1. Introduction**

1.1 Dunbritton Housing Association (DHA) is committed to providing high-quality customer services.

1.2 We are committed to learning from complaints and using the concerns raised as an opportunity to continuously refine and improve our services.

1.3 Where something goes wrong or a customer is dissatisfied with our service, we encourage them to tell us. This policy details how customers can make complaints and how we shall handle them.

## **2. Definition**

2.1 DHA's definition of a complaint is:

'An expression of dissatisfaction by one or more members of the public about Dunbritton's action or lack of action, or about the standard of service provided by or on behalf of Dunbritton.'

2.2 A complaint may relate to:

- failure to provide a service
- inadequate standard of service
- dissatisfaction with Dunbritton policy
- disagreement with a decision where the customer cannot use another Policy (for example an appeal) to resolve the matter
- treatment by or attitude of a member of staff
- Dunbritton's failure to follow the appropriate administrative process
- delays in responding to enquiries and requests.
- the conduct or quality of service delivered by a contractor employed by Dunbritton
- unfairness, bias or prejudice in service delivery
- failure to follow Policy
- lack of provision, or the provision of misleading, unsuitable or incorrect advice or information
- a repair that has not been carried out properly
- unacceptable behaviour by a member of staff, a Board member or a contractor.

2.3 Complaints may involve more than one department, service or be about someone working on our behalf.

## **3. Who Can Make a Complaint?**

3.1 Anyone who receives, requests or is affected by our services can make a complaint. This includes our tenants however it also includes a member of the public

who could have access to or be affected by our services.

3.2 We will also accept complaints brought by third parties as long as the customer has given their personal consent. These complaints are treated in the same way as any other, regardless of who has brought the complaint.

#### **4. What Cannot be Complained About?**

4.1 There are some things which we cannot deal with through this policy. These include:

- A routine first-time request for service.
- A request for compensation only.
- Issues that are in court or have been heard by a court or tribunal.
- Disagreements with a decision where there is a statutory procedure for challenging that decision (such as those covered by Freedom of Information or General Data Protection)
- A grievance by a staff member or a grievance relating to recruitment.
- A whistleblowing concern by a staff member
- A matter which we have already concluded through this policy.
- Concern about the actions or services of a different organisation, where we have no involvement in the issue.

4.2 If other procedures or rights of appeal can help resolve a customer's concerns, we shall give them information on this and assist them.

#### **5. How we Receive Complaints.**

5.1 There is no required format for how we can receive a complaint, however, where a complaint is complex, it may be necessary to ask the complainer to put the complaint in writing, in such circumstances, the complainer shall be offered assistance to do so.

5.2 We are happy to accept anonymous complaints, however, this may limit our ability to investigate the complaint and to feedback on our findings to the complainer.

5.3 A complaint must be made within six months of the event. In exceptional circumstances we may be able to accept a complaint after the time limit, where a complainer wishes to make a complaint outside the time limit, they should be asked to detail their reasons, this will then be considered by the Corporate Services Manager.

5.4 We cannot investigate complaints that have already been concluded. Such complaints should be escalated to the Scottish Property Services Ombudsman (SPSO).

#### **6. Classification of Complaints**

6.1 The SPSO provides that a complaint shall be categorised as either a Stage 1 or Stage 2.

6.2 A stage 2 complaint is either: a Stage 1 complaint where the complainer has detailed they are unhappy with the resolution, a complex complaint which may require detailed investigation, or a complaint that has serious implications for either the Association or our customer.

6.3 Staff shall take particular care to identify complaints that might be considered serious, high risk or high profile, as these may require particular action or raise critical issues that need senior management's direct input. The SPSO defines potential high-risk or high profile complaints as those that may:

- involve a death or terminal illness
- involve serious service failure, for example, major delays in providing, or repeated failures to provide a service
- generate significant and ongoing press interest
- pose a serious risk to our operations
- present issues of a highly sensitive nature, for example, concerning:
  - immediate homelessness
  - a particularly vulnerable person
  - child protection

## **7. Complaint Timescales**

7.1 We shall seek to resolve a Stage one complaint within five working days.

7.2 We shall seek to resolve a Stage two complaint within twenty working days.

7.3 In exceptional circumstances, where there are clear and justifiable reasons for doing so, we may agree on an extension of no more than five working days with the customer. This must first be authorised by the appropriate manager. Consideration shall be made when seeking to expand a Stage one complaint if it would not be more appropriate to consider this as a Stage two.

## **8. Stage One: Frontline Resolution**

8.1 We aim to quickly resolve straightforward customer complaints that require little or no investigation. Any member of staff may deal with complaints at this stage.

8.2 The main principle is to seek early resolution, resolving complaints at the earliest opportunity and as close to the point of service delivery as possible. This may mean a face-to-face discussion with the customer or asking an appropriate member of staff to deal directly with the complaint.

8.3 If we can achieve the expected outcome by providing an on-the-spot apology, or through explaining why we can't achieve what the customer wants, we shall look to do so. Where an apology is appropriate, we shall seek to follow the SPSO's guidance on apologising.

8.4 Particular care shall be taken when classing a complaint to ensure we identify

high risk or high profile complaints, and these shall be addressed at Stage 2.

## **9. Stage Two: Investigation**

9.1 Not all complaints are suitable for frontline resolution and not all complaints will be satisfactorily resolved at that stage. Complaints handled at the investigation stage are typically complex or require a detailed examination before we can state our position. These complaints may already have been considered at frontline resolution stage, or they may have been identified from the start as needing immediate investigation.

9.2 An investigation aims to establish all the facts relevant to the points made in the complaint and to give the customer a full, objective and proportionate response that represents our final position.

9.3 When addressing a stage 2 complaint we shall acknowledge receipt of the complaint within three working days and within this acknowledgement, we shall clarify the full nature of the complaint and detail what we shall investigate.

9.4 If the investigation period shall exceed twenty days, we shall contact the complainer advising them of this and the expected completion time.

## **10. Right to contact the SPSO**

10.1 Once the investigation stage has been completed, the customer has the right to approach the SPSO if they remain dissatisfied. They may only escalate to the SPSO if the complaint process has been completed and if it is within twelve months since the complained about matter occurred.

10.2 The SPSO is an independent organisation that investigates complaints. They are not an advocacy or support service. Complainers seeking to escalate a complaint to the SPSO should be advised of this difference and where required, provide information on advocacy services.

10.3 Dunbritton's complaint leaflet shall detail how to escalate a complaint to the SPSO, providing information on their address, website and phone number.

## **11. Escalating Factoring Complaints**

11.1 Complaints and disputes between homeowners and property factors are dealt with by the Housing & Property Chamber. If a factoring customer is still dissatisfied after our investigation stage, they go to the Housing & Property Chamber:

Housing & Property Chamber  
First-tier Tribunal for Scotland  
20 York Street  
Glasgow

G2 8GT

Telephone: 0141 302 5900

Fax: 0141 302 5901

Website: [www.housingandpropertychamber.scot](http://www.housingandpropertychamber.scot)

Email: [HPCAdmin@scotcourtribunals.gov.uk](mailto:HPCAdmin@scotcourtribunals.gov.uk)

## **12. Significant Performance Failures**

12.1 The Scottish Housing Regulator (SHR) can consider issues raised with them about 'significant performance failures.'

12.2 A significant performance failure is defined by the SHR as "*something that a landlord does or fails to do that puts the interests of its tenants at risk, and which the landlord has not resolved.*"

12.3 This is something that is a systemic problem that does or could, affect all of Dunbritton's tenants.

12.4 Significant Performance Failures should be reported to the SPSO in the first instance, and only reported to the SHR by a complainer if the SPSO does not address it.

## **13. Responsibility for Addressing Complaints**

13.1 In line with our Complaints Handling Procedure, we shall seek to address Stage one complaints at the first point of contact. Where the complaint is complex, it may be necessary to pass the complaint to a senior or specialist member of staff, in such circumstances the complainer shall be advised of this.

13.2 Staff complaints shall be addressed by the Corporate Services Manager with the assistance of the relevant departmental manager.

13.3 Complaints about senior members of staff shall be addressed by the Corporate Services Manager and the Chief Executive Officer.

13.4 Complaints about the Chief Executive Officer shall be addressed by the Staffing Sub Committee.

## **14. Learning from complaints**

14.1 The Association's Management Team will regularly review the information gathered from complaints and consider whether our services could be improved and internal policies, procedures and practices updated.

## **15. Managing Behaviour**

15.1 Whilst we appreciate that many of our customers may contact us at a time when they are facing strain, we have a commitment to ensure that both our staff and our contractors can work in a safe environment and are treated with respect. We expect all of our customers to act in an acceptable manner. Where they do not, we may have to reduce the service that we can provide.

15.2 We consider the following to constitute unacceptable behaviour:

- Aggressive or abusive behaviour
- Sexual harassment
- Making of unreasonable demands
- Unreasonable persistence
- Malicious or false complaints

This list is not exclusive, and each action shall be considered on a case by case bases taking into account all the factors.

15.3 Staff shall report all incidents of unacceptable behaviour to their Line Manager who shall manage this process and decide on the format of future contact.

15.4 Where we decide to restrict access to a customer under this policy, we shall notify the customer, providing them with a right of appeal, and we shall regularly review any decision to restrict contact with us.

15.5 Any decision to restrict services shall be reported to the Chief Executive and Corporate Services Manager as this may have an impact on our reputation.

15.6 The threat or use of physical violence, verbal abuse or harassment towards Dunbritton's staff or contractors is not acceptable. In circumstances where there is a perceived threat of violence we shall end direct contact with the customer. The customer shall be advised of this.

15.7 Any violence towards staff shall be reported to the police and may be addressed through our anti-social behaviour procedures.

Where it is deemed unsafe for staff or contractors to attend a property alone, we shall add a warning to the account requiring for a two person visit. The customer shall be advised of this, and this will be reviewed at regular intervals.

15.8 Where customers are abusive on the telephone, staff shall warn them that this behaviour is unacceptable. If this is not improved upon, staff shall terminate the call and advise their Manager.

15.9 Where customers are deemed to be making unreasonable demands of the association, be it in either time or resources, staff shall first advise the customer as to why this cannot be delivered. Should this continue, the case shall be escalated to



their Manager who may consider implementing a contact protocol for that customer.

15.10 Any protocols providing limitations on contact, and or service, should be made in a manner that provides the most limited disruption to the service offered to the customer whilst ensuring staff safety. Consideration shall be made as to the needs of the customer and any potential adverse publicity that may occur through limitations in contact/service.

## **16. Equal Opportunities Statement**

16.1 As a service provider and employer we recognise the requirements of the Equality Act 2010, oppose any form of discrimination and will treat all customers, internal and external, with dignity and respect. We recognise diversity and will ensure that all of our actions ensure accessibility and reduce barriers to employment and the services we provide.