



# Vulnerability and Reasonable Adjustments Policy



## 1.0 Policy Statement

- 1.1 Community Gateway Association (CGA) recognise that some customers may be vulnerable for a number of reasons, and we are committed to delivering services which meet customers' individual needs and are fair and accessible to all.
- 1.2 We understand that some customers will have a degree of vulnerability that may impact how they are able to manage their home or engage in their community. We also recognise that a customer can become vulnerable over the course of their time with CGA and that their vulnerability can be variable, may occur at different points in time, may be temporary, periodic or recurring as well as ongoing and developing over time.
- 1.3 To enable our customers to remain in their homes and to live as independently as possible, we are committed to ensuring that every opportunity has been provided to support them in their tenancies. This Policy will therefore be used to amend or temper other policies when it is apparent that there is a vulnerability to be considered.
- 1.4 By adopting this Policy, we aim to deliver on our commitments and:
- Treat all customers fairly, with empathy and respect;
  - Record any reasonable adjustments on relevant systems to enable the reasonable adjustment to be delivered, we will update this information at the point of contact for service;
  - Use all available information to identify if a customer or prospective customer is vulnerable;
  - Take account of known vulnerability factors in the provision of services and in decisions around tenancy management and enforcement;
  - Assist vulnerable customers in accessing additional services that they might need;

- Record any known representatives who act as a 'delegated authority'; or with power of attorney to act on the customer's behalf;
- Consider any additional needs due to the vulnerability and where appropriate, vary our service delivery and make reasonable adjustments;
- Make appropriate referrals to CGA's advice and support services and/or signpost to external providers where they are better placed to provide the necessary support;
- Make appropriate referrals to other statutory agencies or external partners including safeguarding referrals;
- Work cooperatively with other agencies to enhance the support offer;
- Demonstrate transparency and accountability regarding our support offer.

## **2.0 Defining Vulnerability**

2.1 We may consider a customer to be vulnerable as someone who:

- a) has a particular characteristic and/or has experienced an exceptional life event and
- b) is currently unable to act independently and/or unable to cope with managing their tenancy without additional support.

2.2 Our definition reflects our understanding that vulnerability can be a changeable state influenced by multiple factors and experiences such as age, disability, bereavement, mental health and many others. The most common characteristics, events and factors that we take into consideration when considering a customer's vulnerability is included at Appendix 1.

2.3 These categories do not list every possible factor in determining vulnerability and at all times we will ensure that we treat every customer and prospective customer and their households as an individual when assessing vulnerability and the level of support they may require.

### **3.0 Identifying Vulnerability**

- 3.1 We aim to identify customers and prospective customers, along with members of their households who are, or may at a later date be more likely to become vulnerable.
- 3.2 Vulnerability may be identified by:
- Prospective customers when applying for housing, at the commencement of any tenancy or during the life of the tenancy;
  - Any member of CGA staff who has contact with a customer in person, on the telephone or through any other channels of communication;
  - A referral from an external agency or organisation;
  - A concern raised by another person for example a neighbour.
- 3.3 We will record on our housing management systems the adjustments that we need to make, any particular communication or access needs and whether there is anyone with delegated authority to speak to us on the customers behalf.
- 3.4 We will not however solely rely on this information to indicate vulnerability as, in line with our understanding and definition, we recognise that vulnerability can change over time.
- 3.5 When delivering services, we will ask customers to share any vulnerabilities which they feel will impact on the way that we deliver the service and what reasonable adjustments they feel will help. We will capture this information including where a customer declines or identifies that no changes are required.
- 3.6 We expect all our colleagues to be aware of the possibility that a customer may be vulnerable e.g. from information that they receive or from their own observations, during discussions with a customer, during telephone calls or during routine visits.

3.7 Colleagues delivering front line services to customers will receive appropriate training applicable to their roles on the characteristics, events and factors which could lead to a tenant being vulnerable so that they are able to recognise potential signs of vulnerability such as:

- Anti-social/unreasonable behaviour as a result of mental health issues and or a vulnerability;
- Being a victim of anti-social behaviour, harassment, or domestic abuse;
- A repeated failure to respond to contact or to answer the door when visited;
- Hoarding, self-neglect or other behaviour which results in the customers home and/or garden becoming damaged, neglected or otherwise unfit for occupation;
- Erratic rent payments and falling into arrears when the customer previously had good payment history.

#### **4.0 Reasonable Adjustments**

4.1 We always aim to tailor our services to meet customers' needs and take any vulnerabilities into consideration.

4.2 In addition, we have a legal duty under the Equality Act 2010 to make reasonable adjustments to our services to ensure our customers are not disadvantaged if they have a vulnerability, additional needs, or a disability.

4.3 A reasonable adjustment involves making a change to the way we usually do things to take account of a customer's individual needs. This may be a physical alteration to the home or one of our premises, a change to the way in which we deliver our services, or a change in the way we communicate with our customers.

- 4.4 There is no set list of reasonable adjustments as it is designed to meet the individual needs of our customers. For each request we will speak to customers to discuss what reasonable adjustment are needed and what we are able to do.
- 4.5 We will not make assumptions about whether customers require any reasonable adjustments or about what those adjustments should be. We will discuss the requirements with customers and agree what may be reasonable in the circumstances. It is important that customers let us know if there are any difficulties in accessing any of our services.
- 4.6 You can contact us to request a reasonable adjustment by:
- Phone on 0800 953 0213 (option 6)
  - Email – [tenancyservices@communitygateway.co.uk](mailto:tenancyservices@communitygateway.co.uk)
  - In person or by post – at Harbour House, Port Way, Preston, PR2 2DW.
- 4.7 We also accept referrals for adjustments from Local Authorities, anyone with delegated authority or from anyone who is expressing a concern regarding a CGA customer. Our staff may also suggest an adjustment when visiting or speaking to a customer.
- 4.8 The Equality Act does not define what is reasonable, but guidance from the Equality and Human Rights Commission suggests that the most relevant factors when deciding whether an adjustment is reasonable or not are:
- The effectiveness of the adjustment in preventing or reducing the disadvantage;
  - The practicality of CGA making the adjustment;
  - The availability of resources including external assistance and finance;
  - Any disruption to services that making the adjustment(s) may cause.
- 4.9 In most cases we will be able to agree and deliver the requested reasonable adjustment quickly. However, sometimes it may be necessary for us to carry

out a more detailed assessment and seek advice from specialist partner organisations that can assist and offer other forms of support.

4.10 In the event where a reasonable adjustment is unable to be made, we will work with customers to find the most appropriate alternative solution.

## **5. Appealing a Decision**

5.1 If customers are unhappy with a reasonable adjustment decision, they can appeal that decision by contacting us and we will respond in line with our Complaints Policy and Procedure. Appeals can be made by:

- Phone on 0800 953 0213 (option 5)
- Email – [complaints@communitygateway.co.uk](mailto:complaints@communitygateway.co.uk)
- Website – under 'Contact Us'
- In person or by post – at Harbour House, Port Way, Preston, PR2 2DW.

## **6.0 Reflecting Vulnerabilities in our Service Offer**

6.1 We will embed in our ways of working consideration of vulnerable customers' needs, abilities, and circumstances in the delivery of our services and ensure they receive the required service, advice or assistance to manage their home and sustain their tenancy.

6.2 Each service area will consider what additional support, consideration or variation to the usual service provision is appropriate for vulnerable customers. We recognise that vulnerability is unique so this will not be a blanket variation but bespoke to each circumstance.

6.3 We are also aware that we may not always be best placed to deliver specialist support so we will refer and signpost to relevant partner agencies or statutory services where it is most appropriate to do so.

- 6.4 We will always aim to seek a customers' written consent before referring to a partner agency or other statutory body but where we believe a situation is serious and a person's wellbeing is in danger we will make a referral in line with our statutory duties and may co-ordinate a multi-agency case conference to ensure a co-ordinated approach.
- 6.5 In addition to specific reasonable adjustments to our services requested by a customer as set out above, the following sections set out how we will adapt our services and processes to ensure we are responding to customers individual vulnerabilities.

## **7.0 Communications**

- 7.1 We recognise that those with a vulnerability may have specific communication needs, or indeed their communication need is what identifies them as vulnerable.
- 7.2 We will ask customers about their communication needs when they apply for a home, when they sign up for a tenancy and at other opportunities throughout their tenancy and at the point of a service request.
- 7.3 We will record this information on our housing management systems and will adapt our communication methods where possible. Where this is associated with a customer's vulnerability, we may:
- With written consent, agree to communicate via a nominated contact person (such as a carer);
  - Provide information in a format that is agreed with the customer such as large print, Braille, or translated documents;
  - Allow more time for someone to answer the phone/door;
  - Communicate via a method that best suits the customer e.g. phone, voice mail, email or text.



- 7.4 We will advertise and communicate information about our services using a variety of platforms, engaging with our customers in a number of different ways. This includes via social media, our website, tenant newsletter, signage screens, online surveys, email/text and letters.
- 7.5 We will provide translations, British Sign Language interpreters, braille, or large print documents to meet identified needs as appropriate.
- 7.6 We also recognise the role of carers, advocates and personal representatives and where appropriate, shall take their views into account when consulting vulnerable customers on issues which affect them.
- 7.7 We will ensure that our website is accessible and user-friendly. Our website has ReciteME installed which has many features to help customers access information about CGA and our services, including our complaints process.
- 7.8 By clicking on the 'Accessibility' link, our customers can access several features through ReciteME including:
- An audio feature – which reads text aloud;
  - Options to translate information into their preferred language;
  - Options to increase the size of the text and to select different backgrounds and contrasts.
- 7.9 We are fully aware of the challenges relating to the fair and equal access to and use of information and communication technologies and actively work to promote partnerships, organisations and initiatives to tackle this. In all of our communications, we will aim to include those who may not be able to get involved digitally and offer alternative contact/communication methods.

## **8.0 Lettings**

- 8.1 When allocating our homes, as a commitment to longer-term tenancy sustainment, the applicant's safety, and well-being we will review any information we receive on vulnerability to help us ensure any offer of housing is right for the individual and their family.
- 8.2 We will require confirmation from a medical professional or other support agency of the customer's circumstances before giving any additional priority due to vulnerability in line with our Allocations Policy. Any prospective customer, in deciding to enter a tenancy agreement must be able to understand:
- Their obligation to pay rent as a tenant, and to occupy and maintain the interior of the property;
  - The landlord's obligations, e.g. to maintain the property;
  - That failure to keep to the terms of the tenancy agreement may mean they could lose their home.
- 8.3 When we let a home, new customers will be given the opportunity at the tenancy sign up to tell us about the needs of any vulnerable household member and any existing care and support services received.
- 8.4 Where appropriate a referral may be made to an external support agency or further advice and support agreed from our own support services.
- 8.5 Where a vulnerability exists, the service adjustment required will be recorded on our housing management system. In some circumstances we may also ask that the customer seeks independent legal advice and support to ensure they are able to understand their full legal tenant obligations.
- 8.6 We may offer a tenancy that provides additional support from one of CGA's internal teams.

## **9.0 Rental Payments**

- 9.1 Maintaining regular rent payments, avoiding and reducing debt is a requirement of all customers however we recognise that many vulnerable customers may have other money problems or difficulties with budgeting.
- 9.2 Our Income Management Team will provide advice and support, either directly or through signposting to other specialist agencies, to help customers, regardless of whether they are currently in debt, to maximise their income and prevent or reduce debt.
- 9.3 We will consider vulnerability around rent payments, recognising that not making rent payments may be a symptom of a customer's vulnerability. We operate an early debt prevention approach, aiming to resolve arrears before they become unmanageable.
- 9.4 We will always make sure we have considered a customer's vulnerability and have provided appropriate support before we take enforcement action.

## **10.0 Repairs**

- 10.1 We will prioritise repairs according to their urgency and customers' particular needs or vulnerabilities in accordance with our Repairing and Maintaining Your Home Policy and our Damp, Mould and Condensation Policy.
- 10.2 When a repair is reported, we will confirm if there are any vulnerabilities that need to be taken into account to make sure that reasonable adjustments are in place, the service is delivered appropriately and aligned to the needs of the household.
- 10.3 We will provide aids and adaptations to accommodate a customer or their household members' needs in line with our Aids and Adaptations Policy. This can mean working with the Local Authority on larger scale works or sometimes

moving the customer to a more suitable home when an adaptation may not make the current home suitable in the long term.

## **11.0 Anti-Social Behaviour**

- 11.1 We recognise that anti-social behaviour or harassment may be directed towards a vulnerable customer or household because of prejudices held by a perpetrator. This is defined in our Anti-Social Behaviour and Hate Crime Policy as a Hate Crime.
- 11.2 We know that because of a vulnerability, some customers may be reluctant to make their concerns known to us. We also understand that a vulnerable customer/household may be less able to cope with what may traditionally be regarded as low-level harassment or anti-social behaviour.
- 12.3 We will be alert to repeat incidents of such behaviour and will not underestimate its potential impact on vulnerable customers.
- 12.4 We will link with partner agencies and specialist services as it is appropriate to do so, whether that be way of a multi-agency meeting, engaging with designated professionals, or referring into specialist services.
- 12.5 We recognise that some customers or their households may act in an anti-social or unreasonable way due to their vulnerability. All CGA teams where possible, will try to engage them with the relevant support services and carers, to improve the situation before taking legal action.
- 12.6 We will aim to balance the safety and well-being of the neighbourhood with the safety and well-being of the vulnerable perpetrator when considering the most appropriate response.

12.7 Where necessary, we will take enforcement action against tenancy breaches, however we will evidence that we have offered support, offered to make reasonable adjustments and ensure any action is proportionate.

### **13.0 Complaints**

13.1 We will adjust our complaints service to ensure that customers are not disadvantaged due to their vulnerability should they wish to make a complaint.

13.2 During the process we will discuss any reasonable adjustment requirements, this may include:

- Using the customers preferred communication preference throughout the duration of their complaint;
- Providing an extension to time limits (where it is lawful to do so);
- Providing information in alternative formats such as large print, Braille or on coloured paper, etc. Or via voice message for non-readers.

### **14.0 Protected Characteristic**

14.1 Under the Equality Act 2010, CGA have a duty to have due regard to the need to:

- (a) eliminate discrimination, harassment, victimisation, and any other conduct that is prohibited under this Act; and
- (b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it.

14.2 The protected characteristics includes; Age, Disability, Gender Re-assignment, Marriage and Civil Partnership, Pregnancy and Maternity, Race, Religion and Belief, Sex, and Sexual Orientation.

14.3 While we do not necessarily define all people with a protected characteristic as vulnerable for the purposes of this Policy, we will give due consideration to any

protected characteristics in deciding any enforcement action under the terms of a tenancy to avoid any inadvertent discrimination.

14.4 In managing tenancies and delivering services, we will consider whether our decision would have an unfair or disproportionate impact on the customer, compared with another customer who does not have a protected characteristic. In particular, where possession or other tenancy enforcement action is being considered, we will ensure that pre-action consideration is given to:

- Whether the customer's behaviour, actions or lack of action is related to their vulnerability;
- Whether the behaviour is putting the health and safety of others at risk e.g. neighbours;
- Alternatives to legal action and why they would not be suitable;
- Whether legal action is justifiable and a proportionate means of achieving a legitimate aim;
- Whether the effect on the customer and their household is outweighed by the advantages of our action.

14.5 We will complete an Equality Assessment each time we develop or review a Policy, Procedure, or service. The assessment will help make sure our decision making is fair and does not present any barriers or disadvantage any customers from any of the protected characteristics under the Equality Act 2010.

## **16.0 Capacity**

16.1 In line with the Mental Capacity Act 2005, we will liaise with those who have legal authority to act on behalf of our customers who lack capacity. That may be a representative who has or is, a/an

- Lasting Power of Attorney (LPA);
- Deputyship Order from the Court of Protection;
- Litigation friend appointed in Court proceedings if the customer lacks capacity to litigate;

- Appointee appointed by the Department of Work and Pensions to manage a person's benefits if they lack capacity;
- Independent Mental Capacity Advocate (IMCA) commissioned by the local authority who are appointed where a person aged 16 or over lacks ability to act, to decide for themselves where to live and has no-one, such as a friend, relative, attorney or deputy to advise or support them.

## **17.0 Making a Complaint**

17.1 We recognise that sometimes our standards fall below those we, and our customers expect and when this happens CGA welcomes complaints as an opportunity to continually improve our services including those that are in relation to our conduct.

17.2 If a customer wishes to make a complaint about any of the services covered within this Policy, they are encouraged do so by using CGA's complaints process. Complaints can be made via telephone on 0800 953 0213 (option 6), via email at [complaints@communitygateway.co.uk](mailto:complaints@communitygateway.co.uk), in writing or in person to our Head Office or by completing the online form on our website.

17.3 A copy of our Complaints Policy can be found on our website or can be provided upon request.

### FACTORS IN DEFINING VULNERABILITY

The categories below do not list every possible factor as the whole spectrum of who could be regarded as vulnerable at any point in time is wide, but these are the more common factors to take into consideration when considering if a customer may be vulnerable.

#### FACTOR 1 - UNDERLYING CHARACTERISTIC

People in these groups may not always require additional support just because of this characteristic.

- Older people (particularly those 75 years or older)
- 16 – 21-year-olds
- Disabled people
- Care leavers
- Lone parents under 21 years old
- Refugees or asylum seekers.
- Carers
- Families with disabled children
- Ex-service personnel
- Those living with a terminal illness

#### FACTOR 2 - ABILITY TO ACT, ENGAGE AND COPE

People may lack ability because of having one or more of these factors:

- Learning disability
- Mental illness
- Autism Spectrum Disorder
- Permanently impaired mobility or frailness
- Chronic, debilitating health conditions
- Addiction / serious substance or alcohol abuse
- Low levels of literacy



- Low or no English language skills
- Age related conditions that impact on independent living

### **FACTOR 3 - EXCEPTIONAL LIFE EVENT**

People may not have factors 1 and 2 but may have recently experienced an exceptional or traumatic event, and therefore may be vulnerable at this point in time.

- Recent history of street homelessness
- Recently moved from supported accommodation to independent living
- Bereavement following the death of a partner, child, or other close relationship
- Having recently left care as a young person
- Sexual or racist abuse or serious harassment or other hate crime
- Recent experience of domestic violence
- Living in or recently left a refuge or homeless person's hostel
- Recently discharged from hospital or other institutional care
- Periods of sustained physical or mental illness at home
- Multiple debts and unable to meet basic needs e.g. fuel or food poverty
- Pregnant women
- Recently given birth, still born or miscarried
- Recently released from prison after a custodial sentence
- Families with children excluded from school
- Ex-service personnel returning from areas of conflict

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