

Case 200601391: North Glasgow Housing Association Ltd

Summary of Investigation

Category

Housing Association: Policy/Administration

Overview

The complainant (Mr C) was concerned that North Glasgow Housing Association Ltd (the Association) unfairly excluded him from their offices, in response to a community website being set up by residents to highlight the lack of support they felt they were receiving from their landlord. The website had originally been registered in Mr C's name but was subsequently registered to someone else.

Specific complaint and conclusion

The complaint which has been investigated is that the Association unfairly excluded Mr C from their offices, in response to a community website being set up by residents to highlight the lack of support they received from their landlord (*not upheld*).

Redress and recommendation

The Ombudsman recommends that the Association carry out a further review of their Customer Care Policy to ensure that it sets out the types of behaviour that are considered to be unacceptable and that, prior to deciding to restrict contact with a customer, those who are considered to be behaving inappropriately are explicitly warned of the consequences of continued inappropriate behaviour under the Customer Care Policy.

The Association have accepted the recommendations and will act on them accordingly.

Main Investigation Report

Introduction

1. On 13 August 2006, the Ombudsman received a complaint from a man, referred to in this report as Mr C, about North Glasgow Housing Association Ltd (the Association)'s decision to refuse him access to their offices. Mr C stated that the decision was taken in response to residents in the North Glasgow community having set up a website to highlight the lack of support they felt they were getting from their landlord. The website had originally been registered in Mr C's name but was subsequently registered to someone else. He stated that he was obliged to correspond with the Association by post, which incurred costs in stationery and postage. Mr C said that he also incurred costs in making telephone calls to the Association.

2. The complaint from Mr C which I have investigated is that the Association unfairly excluded Mr C from their offices, in response to a community website (the Website) being set up by residents to highlight the lack of support they felt they received from their landlord.

Investigation

3. The investigation of this complaint involved considering relevant correspondence between Mr C and the Association. In addition to making a written enquiry of the Association, I held separate meetings with both the Association and Mr C at which times the parties had an opportunity to explain relevant background and provide arguments and evidence they wished me to consider. Evidence submitted by the Association included: print-outs from the Website; minutes of meetings of the Association's Management Committee (the Committee); and the Association's Customer Care Policy. Evidence submitted by Mr C included: copies of press articles; a document showing who viewed the Website; and an extract from the Website.

4. I have not included in this report every detail investigated but I am satisfied that no matter of significance has been overlooked. Mr C and the Association were given an opportunity to comment on a draft of this report.

Complaint: The Association unfairly excluded Mr C from their offices, in response to a community website being set up by residents to highlight the lack of support they felt they received from their landlord

5. The Association's Customer Care Policy, in place at the time Mr C was excluded from their premises, stated:

'If there are breaches of this policy, the matter will be investigated by senior staff and appropriate action will be taken. In terms of staff, this could be up to and including Disciplinary Action in accordance with the Association's Disciplinary Procedures. In terms of customers not treating staff with respect, action taken could be up to and including not being allowed access to the office.'

6. The Association told me that they had not taken the decision to exclude Mr C from their offices lightly. In a letter to me dated 2 February 2007, they explained the background to the decision and detailed specific instances of alleged inappropriate behaviour on Mr C's part. The points below summarise the main issues raised by the Association:

- following an unsuccessful application for a job with the Association, Mr C started making what the Association considered to be vexatious complaints. Between 13 July 2002 and February 2006 the Association received 72 telephone calls, emails and letters making complaints. In commenting on a draft of this report, Mr C disputed this comment by the Association and stated that his problems with the Association started after a murder in his close on 13 March 2002. Mr C believed that the Association's response to the event was inadequate and made a number of complaints as result. Mr C stated that, rather than being a serial complainant, he was raising legitimate issues of concern regarding drug abuse, violence and anti-social behaviour in his close, which he said the Association had not addressed properly. Mr C stated that none of the problems he complained about had gone away and it was unreasonable to imply he was a serial complainant;
- in 2003 a notice was put up in Mr C's close which defamed one of the Association's Housing Officers. The poster made reference to the Housing Officer's salary, alleged inability to do her job and suggested she would be more suitable as a pig farmer, a grave digger or doing public relations for Saddam Hussein. The Association considered that Mr C was responsible for the notice. In commenting on a draft of this report, Mr C disputed this and stated that a number of notices appeared on the wall of his close around the time of the murder referred to above, but that he was

not responsible for any of them and there was no evidence that he was responsible for them. Mr C stated that a letter sent from the Association's solicitor regarding the notices was designed to frighten him into silence. Mr C stated that when the Association was dealing with the issue of offensive posters in his close they gave no consideration to the heightened state of tension that arose after the murder;

- between 14 March 2005 and 27 April 2005 Mr C sent four emails to the Association which made what the Association considered to be unwarranted criticism of their staff. Statements in the correspondence included: 'You should be packing up shortly, to go home, it's 15:55. Looks if it is going to rain'; 'Must be very scary for residents. I bet you wouldn't want to stay there! Don't blame you either'; '[a neighbour] emptied rubbish on the backcourt yard under the influence of Alcohol. You will need to speak to [neighbour], again. I have given you simple task to do this time'; '[Mr C's street] is certainly different from the west end!' In commenting on a draft of this report, Mr C disputed the Association's interpretation of what Mr C said were harmless emails and believed that it took a malicious intent to see anything sinister in them. Mr C said that up until he made a request for information regarding the Senior Manager's salary, he had a good relationship with the Association;
- in August 2005 Mr C issued the Association with an ultimatum. In a document from Mr C which included the headings Option 1 and Option 2, Mr C stated that unless he was re-housed he would continue to make complaints to the Association and take a zero tolerance approach to anti-social behaviour in his area. Mr C said that if he was re-housed and a Senior Manager of the Association (the Senior Manager) personally dealt with the transfer, the Association would never see or hear from Mr C again;
- between August 2005 and April 2006 Mr C was the registered owner of a website which contained what the Association considered to be: defamatory allegations about Association staff; inappropriate images and information about staff; insulting and abusive statements about staff; and digitally manipulated photographs of staff, which showed them in a negative light. Some of the material considered offensive included: printing the names of staff members on playing cards (including the Ace of Spades), which with their associations with Saddam Hussein and the Iraq war, the Association considered were threatening and intimidating; making references to the areas in which staff lived; making unfounded allegations of incompetence or corruption on the part of staff members. In

commenting on a draft of this report, the Association questioned Mr C's statement that he did not own the Website after April 2006. In support of this, the Association provided a copy of an email sent by Mr C to another Housing Association in September 2006, in which Mr C referred to the Website as 'my website';

- At the start of 2006 Mr C made a malicious allegation of assault against a Committee Member following his attendance at the Association's tenant's conference.

7. The Association's Management Committee (the Committee) decided, at a meeting on 28 February 2006, that in light of the issues summarised in paragraph 6 it was unreasonable for Mr C to continue to be dealt with personally by staff. The minutes of the meeting record the Association's view that Mr C was engaged in a vexatious campaign of harassment against members of staff and Committee Members and concluded that:

- [Mr C] shows no sign of ending his campaign. In fact, his harassment has clearly escalated. The nature of abuse and the extended number of staff and Committee involved shows the depth of his obsession. This is of real concern particularly given [Mr C] appears drawn to dark images relating to violence and crime. Agreed his behaviour is becoming increasingly erratic and unpredictable. [...]
- given the public and personal nature of the abuse to date, it is unreasonable to expect staff to continue to deal personally with [Mr C] especially in terms of non-urgent enquiries. As agreed earlier an alternative mechanism for dealing with such enquiries must be put in place whilst recognising our ongoing duty as a responsible landlord.

8. On 28 March 2006, the Association's solicitors wrote to Mr C summarising the harassment against staff that Mr C was alleged to have undertaken. The letter stated that, to ensure that the Association's staff could work in a safe environment and would be protected from harassment and intimidation, they would only deal with Mr C in writing and would not allow him to attend the Association's offices.

9. The Association told me, in a letter dated 2 February 2007, that the Committee had agreed that course of action was necessary on the basis that:

1. [Mr C] had on more than one occasion been requested to stop issuing defamatory information but had failed to do so. In fact, his campaign of harassment against staff and voluntary Committee Members had

escalated to the extent that his behaviour was causing distress, alarm and anxiety.

2. They [the Association] had a contractual obligation to take reasonable care to provide support to employees, protect them from harassment in the course of their duties and ensure that everyone works in a safe environment.

3. They had a statutory duty as part of the Health and Safety at Work Act of 1974 to ensure as far as reasonably practicable, the health, safety and welfare at work of all employees.

4. The Association's Customer Care Policy which states that staff as well as customers should be treated with dignity and respect and that breaches of this will be investigated and appropriate action taken up to and including not being allowed access to the office.

10. The Association told me that they had tried to manage Mr C's alleged inappropriate behaviour in different ways and had given him warnings that they found his behaviour inappropriate. For example, they said Mr C was originally dealt with by his Housing Officer, then two members of staff would always be present at interviews, then Managers would deal with him, until in September 2004, it was the Senior Manager who communicated with Mr C. The Association said they had requested on several separate occasions for Mr C to stop issuing defamatory information and stop behaving inappropriately. They submitted: a letter dated 13 July 2005 which referred to what the Association saw as inappropriate comments in Mr C's correspondence and which stated that Mr C had agreed the comments were not appropriate and agreed they would not be repeated; a letter dated 17 May 2005 from the Association's Chair which referred to behaviour the Association felt was inappropriate; and a letter dated 25 April 2005 to Mr C's MSP referring to the fact that some issues raised by Mr C were inappropriate. The Association said their solicitor had written to Mr C on 19 September 2005 regarding the ultimatum Mr C was alleged to have issued and the defamatory material on the Website (see paragraph 6 above), in order to get Mr C to cease harassing staff. The Association said that, because Mr C had not removed items they considered defamatory from the Website, a court action was initiated on 21 October 2005 seeking an interdict against Mr C.

11. In response to specific questions I raised regarding the existence of a mechanism to appeal and review a decision to exclude a customer from their offices, the Association told me they had not given Mr C an opportunity to appeal against the decision, but that they had since reviewed their Customer Care Policy and added an appeal mechanism and a process for the Committee to review and monitor such decisions.

12. The Association said that, in this case, the decision to exclude Mr C was regularly reviewed and that Mr C was a regular item on the Committee's agendas (copies of Committee meeting minutes from February 2006 to June 2006 were submitted as examples). The Association said that, in their view, Mr C's behaviour had not improved and that was demonstrated in the fact that a new website was set-up in June 2006. The Association said the new website continued to harass staff and they considered that, although the Website was not registered to Mr C, it was clear from its style and content that he contributed to it. They also referred to the fact that, in January 2007, Mr C had made public allegations stating that the Senior Manager had ordered an attack on Mr C's home in an attempt to murder him. In commenting on a draft of this report, the Association emphasised that despite the fact that Mr C had complained to the Police about this alleged attack, the Police had made absolutely no contact with the Senior Manager regarding the incident.

13. Mr C told me, during a meeting held on 15 January 2007, that he did not believe he was a threat to the Association's staff. He said if he had been suspected of being a threat then the proper thing for the Association to do would have been to write to him and invite him to an interview to discuss their concerns. Mr C said that did not happen.

14. Mr C said the Website was originally in his name, but the new website was in someone else's name (it should be noted, as mentioned at paragraph 6 above, that the Association dispute this statement). Mr C said he still contributed to the Website and stated he had a right to do so under Article 10 of the European Convention on Human Rights, which dealt with freedom of expression. Mr C said he believed he had become a target for the Association. He pointed out that others, such as the national press, had printed stories about the Association, but that it was only Mr C who was being targeted. Mr C said he believed that the Senior Manager had a personal vendetta against him and that he was being personally targeted as a result.

15. Mr C said that his relationship with the Association changed when photos of the Senior Manager with his feet up on his desk were published on the Website. Mr C pointed out that the photo had been taken by Mr C with the Senior Manager's consent and that it would not have been possible for him to take such a photo without the subject consenting. Mr C said that he had never been charged with anything by the police and that, in his view, he was being unfairly victimised.

16. In commenting on a draft of this report, the Association disputed Mr C's statement and said that he had been charged with a breach of the peace and reported to the Procurator Fiscal. The Association submitted an article from a publication called 'The Digger', which featured a photograph of Mr C and referred to charges having been brought against him. The Association also submitted a letter from the Chief Superintendent of Strathclyde Police, which stated:

'In relation to the 'playing cards' published on the website with Housing Association staff members' names on them, I can confirm that on receipt of a complaint, the matter was investigated and [Mr C] was charged with a Breach of the Peace and reported to the Procurator Fiscal (PF reference number GE06003182 refers).'

17. Mr C maintained that he had never been charged by the police and said that 'The Digger' had made an error in its report and had apologised to him for the mistake. Mr C said that his claim never to have been charged for an offence could be backed up by the Superintendent of Strathclyde Police. Mr C was concerned that he had been portrayed as a criminal.

18. I note that the Association and Mr C disagree over whether or not he was charged by the police. While this point of detail is not directly relevant to my investigation of this complaint, and has no bearing on my conclusions, I am satisfied that the Association have submitted robust evidence to support their view. Indeed, the letter from the Chief Superintendent of Strathclyde Police is unambiguous in stating that Mr C was charged with a breach of the peace. In light of that, I did not consider that it was necessary or proportionate to take up Mr C's suggestion that I contact the Superintendent of Strathclyde Police. In any event, I note that being charged with an offence is not the same as being convicted of an offence and I, therefore, cannot agree with Mr C that he has been portrayed as a criminal in this report.

19. Mr C submitted a document which showed the number of pages from the Website that had been looked at by the Association. The document showed 63,519 pages had been accessed from the Association's server. Mr C said that if staff felt threatened or if the Association was worried that the Website and its content might have a negative impact on staff then they should have taken measures to restrict their staff's access to the site. Mr C did not believe that excluding him from their offices was an appropriate response to the Website or its content.

20. Mr C explained that, with regard to showing members of staff's names on cards, the idea had come from an article in the Sunday Mail. Mr C provided a newspaper extract featuring playing cards with scenes from James Bond films and the headline 'Free packet of 40th anniversary 007 cards for every Sunday Mail reader'. Mr C said that he did not feel the cards he had on the Website were threatening but that he had taken them down when he received a complaint and issued an apology on the site.

21. Mr C summarised what he felt was wrong about the Association's decision to refuse him access to their offices: he should have been written to and interviewed before the decision was taken to issue an intimidating lawyer's letter to him; he should have been given an opportunity to respond to complaints about him as they arose; he should have been given the opportunity to go before the Committee to argue his case; he had received no response to his letter to the Association dated 11 April 2007 in which he defended his actions (the Association have told me this letter was not received); and there should have been an appeal mechanism open to him.

22. In a letter dated 1 April 2007, Mr C provided me with detailed comments on the Association's response to my investigation. He denied that he was responsible for any of the inappropriate behaviour which the Association accused him of. In addition, he said that – apart from what he described as the intimidating letter from the Association's solicitor dated 28 March 2006 – he had not been written to or questioned about his behaviour by the Association nor had he been questioned or charged by the police.

23. Mr C stated that, if he was really a threat to the Association and their staff, then the Senior Manager would not have: asked Mr C to accompany him to buy a camcorder; given Mr C £50 to buy video software for the Association; allowed Mr C into the office to take photographs of the Senior Manager with his feet up

on a desk; allowed Mr C access to the high security IT room where all their computer servers were kept; given Mr C slides of staff that he asked him to digitise, and which (although Mr C had them in his possession) he had not made public; published a photo credited to Mr C in the Association's newsletter. In commenting on a draft of this report, the Association disputed the significance of the events referred to by Mr C, stating that they all occurred prior to the Association refusing to comply with Mr C's ultimatum and the setting up of the Website in August 2005.

24. In support of his arguments Mr C submitted copies of emails sent in January 2005 between himself, the Senior Manager and the Association's IT Manager discussing digital photography work Mr C was carrying out for the Association; copies of press articles which alleged that the Association employed a security firm with alleged links to gangsters; a press article referring to problems with vermin in the Association's area; photos of members of Association staff which Mr C had not published; an extract from an Association newsletter which credited Mr C with having taken a photograph published in the newsletter.

Conclusion

25. The Association's decision to restrict access to their premises was a discretionary one for them to take. As with any other body that is open to the public, they have a right to refuse access to those whom they consider to be threatening, abusive or otherwise behaving inappropriately. It is for the body to decide what constitutes inappropriate behaviour and to decide whether inappropriate behaviour has occurred and requires to be addressed. In such cases, there will always be disputes over the facts and it is not, in my view, necessary for the body to establish the facts beyond reasonable doubt. Rather, it is for the body to decide whether, on the balance of probabilities, they consider that a person's behaviour is inappropriate and harmful to members of their staff.

26. However, given that denying a person access to premises can impact on their ability to access a public service (for example, by forcing them to pay telephone or postage costs to communicate with a body), it is important that decisions to restrict access are taken after careful consideration and that a suitable policy exists, and is followed, to ensure that is the case.

27. In this case, the Association followed their Customer Care Policy that was in place at the time. That policy (see paragraph 5) states that customers who do not treat staff with respect can face action up to and including being denied access to the Association's offices.

28. Although Mr C disputes the allegations made against him by the Association and disputes much of the information they relied on in reaching their decision, I am satisfied that the Association took their decision following full and proper consideration of the matter.

29. Mr C's alleged actions were considered in detail by the Committee, which discussed Mr C's pattern of complaining, the content of some of his communications, and the information which appeared on a website which at that time was registered to Mr C. In the Committee's view, there was evidence – from contact Mr C had with staff and from the Website - that Mr C was involved in a campaign of harassment that was escalating and that it was not reasonable for staff to have to deal with Mr C personally. In reaching its decision, the Committee considered the responsibilities the Association had towards their staff as an employer and the ongoing responsibilities they had towards Mr C as his landlord.

30. I note that Mr C was still able to telephone the Association to report emergency repairs and that he had access to the Association's complaints procedure by letter, fax and email. I, therefore, consider that the Association took appropriate steps to ensure that, although Mr C could not attend their offices, he could still access services that the Association, as landlord, was required to provide and could still raise any concerns via the Association's complaints procedure.

31. In light of my comments at paragraphs 26 to 29 above, I consider that the Association's decision to deny Mr C access to their offices was not unfair and I do not uphold this complaint.

32. Although I do not uphold the complaint, there are some issues that require comment. While the Association followed the policy they had in place at the time, I consider that policy was inadequate in that it did not include any appeal or review mechanisms. I am, therefore, pleased to note that the Association recognised this issue themselves during the course of the investigation and

amended the policy to include reference to an appeal and review system. I commend the Association for making that amendment.

33. The way the Association brought issues relating to Mr C's behaviour to his attention also requires comment. Although the Association made Mr C aware that, in their view, some of his behaviour was inappropriate (see paragraph 10) Mr C was not specifically warned that his behaviour was a cause for concern under the Customer Care Policy or what consequences would follow from continued inappropriate behaviour. I consider that it would have been helpful for the Association to do that, especially given the fact that Mr C has maintained that he had a good relationship with staff and that staff did not have a problem with him. Given that some of Mr C's communication with the Association has been civil and not obviously problematic (see paragraph 22 above), I consider that it would have been particularly helpful for the Association to have been more explicit in issuing a warning to Mr C and drawing his attention to the terms of their Customer Care Policy. Doing so would have made the Association's position clearer.

34. Finally, having reviewed the Association's amended Customer Care Policy I note that it does not set out the types of action and behaviour on the part of tenants that are considered inappropriate or unacceptable. In order for the policy to be as comprehensive as possible and to ensure that the Association's tenants have no doubts regarding the behaviour that is expected of them, I consider that it would be very helpful for the Customer Care Policy to set out the types of behaviour that fall under the policy. In this case, a more detailed policy may have helped to explain to Mr C why he had been excluded from the Association's offices and why his actions were considered to be inappropriate. Although I do not uphold the complaint, I make a recommendation below to ensure that the Association's Customer Care Policy is as clear and comprehensive as possible.

Recommendation

35. In light of my comments at paragraphs 32 and 33, I recommend that the Association carry out a further review of their Customer Care Policy to ensure that it sets out the types of behaviour that are considered to be unacceptable and that, prior to deciding to restrict contact with a customer, those who are considered to be behaving inappropriately are explicitly warned of the consequences of continued inappropriate behaviour under the Customer Care Policy.

36. The Association have accepted the recommendations and will act on them accordingly.

22 August 2007

Explanation of abbreviations used

Mr C	The complainant
The Association	North Glasgow Housing Association Ltd
The Website	A community website set up by residents
The Senior Manager	The Association's Senior Manager
The Committee	The Association's Management Committee

List of legislation and policies considered

North Glasgow Housing Association's Customer Care Policy