

## **EAST AYRSHIRE COUNCIL**

**IRVINE VALLEY LOCAL COMMITTEE – 4 FEBRUARY 2004**

### **ACCEPTABLE BEHAVIOUR CONTRACTS**

#### **Report by the Director of Homes and Technical Services**

#### **1. PURPOSE OF REPORT**

- 1.1** To inform the Local Committee on the Department of Homes and Technical Services' progress in piloting the Acceptable Behaviour Contract Scheme in the Irvine Valley area.

#### **2. BACKGROUND**

- 2.1** In August 2003 the Department of Homes and Technical Services in partnership with 'U' Division of Strathclyde Police commenced a pilot Acceptable Behaviour Contract Scheme across all tenures for a 12-month period.
- 2.2** Acceptable Behaviour Contracts (ABCs) are complimentary to Anti-Social Behaviour Orders and Eviction Decrees rather than an alternative to them. The aim of an ABC is to make people who have committed one act of anti-social behaviour personally responsible for their future actions and try to prevent them committing further acts, which will result in legal action being taken against them.
- 2.3** ABCs are not legally enforceable and a perpetrator cannot be compelled to enter into such an agreement. Where a person refuses to enter into an ABC the Department will serve them with an Unacceptable Behaviour Notice (UBN). The aim of a UBN (although lacking the contractual element) is exactly the same as that of an ABC.
- 2.4** Where a person breaks an ABC or fails to heed a UBN and commits further acts of anti-social behaviour the department will lead evidence of these documents in any court proceedings to demonstrate that it has given the perpetrator every opportunity to correct his/her behaviour.

#### **3. ABCs and UBNs ISSUED**

- 3.1** Since the pilot commenced in August 2003 the Department has issued:
- 4 Acceptable Behaviour Contracts – ( 3 to adults and 1 to a juvenile)
  - 2 Unacceptable Behaviour Notices – (both to juveniles).

**3.2** The department continues to closely monitor the behaviour of the persons who are the subject of the above mentioned ABCs/UBNs. The parents of the juveniles involved in the scheme have been made aware of their responsibilities and the probable consequences should they fail to control their children's behaviour.

**3.3** At the time of compiling this report (22 December 2003) none of the persons subject to an ABC/UBN have come to the attention of the department or police for further acts of Anti-Social Behaviour.

#### **4. CONCLUSIONS**

**4.1** The early indications are that the ABC/UBN scheme being piloted in the Irvine Valley is so far achieving it's set aims of preventing those persons subject to ABCs/UBNs from committing further acts of anti-social behaviour.

**4.2** The department continues to closely monitor the progress of the ABC/UBN pilot and will continue to update the committee on Developments.

#### **5. RECOMMENDATIONS**

**5.1** It is recommended that Committee note the content of this report.

James Lavery  
Director of Homes and Technical Services  
January 2004

#### **LIST OF BACKGROUND PAPERS**

1. Departmental Neighbour Disputes Manual.

For further information please contact John Pickering, Area Manager (Kilmarnock and Irvine Valley) on 01563 554656.

**Implementation Officer: John Pickering, Area Manager.**

The contract outlines the consequences of what will happen should the person breach the terms of the agreement. The agreement is an individual written agreement between that perpetrator of the anti-social behaviour, the Council and the Police.

Acceptable Behaviour Contracts are flexible enough to be used in respect of anti-social adults or juveniles (children aged between 8 and 15) irrespective of their housing tenure. If the contract involves a person who is under 16 years of age then in addition to obtaining his/her agreement and signature, the agreement and signature of the young person's parent or guardian must also be obtained. The responsibility of upholding the agreement rests with the parent or guardian.

In the case of an adult who subsequently breached the agreement, the contract can be used as a body of evidence to proceed with an application for an ASBO and/or in the case of a council tenant the raising of an eviction action. This would prove to the Sheriff Court that the Council had tried an alternative non-legal and reasonable approach to tackle anti-social behaviour, thus strengthening the case against the anti-social person. It is to be hoped that the Sheriff would appreciate that the Council had tried to work with the person subject to the action to re-educate them into taking responsibility for their own actions thus persuading the Sheriff that it is reasonable to grant an order.

This agreement may also be appropriate to use when the perpetrator of the serious Anti-Social behaviour or criminal offence is a juvenile. Normally the Police or the Social Work will report a juvenile to the Children's Reporter if they are of the opinion that the juvenile requires 'Compulsory Measures of Supervision' under Section 52 of the Children (Scotland) Act 1995. However, the 1995 Act permits any person or organisation to make a similar report if they consider a juvenile requires compulsory measures of supervision. (See appendix 1 for details of compulsory measures of care).

The signing of an agreement by a juvenile and his/her parent or guardian should not prevent the reporting of that juvenile to the Reporter where it is thought that he/she is in need of compulsory measures of supervision.

Overall the advantages of the Acceptable Behaviour Contract is that it makes people stop and think about what they are doing and lets them choose between what is right and wrong and decide what they want to stop doing. The agreement is flexible and by signing the Agreement the perpetrator basically admits that their behaviour is unacceptable and this could be used in

future legal action. Its advantages are that ABC's are significantly quicker and cheaper than Court actions.

The disadvantages however are that the agreement is not legally binding.

## **2. When to Use and Acceptable Behaviour Contract**

**In the normal course of events it is envisaged that an 'Acceptable Behaviour Contract' will only be offered to the perpetrator of an anti-social act on one occasion and that being the first occasion when there is sufficient evidence to prove that he or she was responsible for the conduct. However, there may be occasions when a tenant's behaviour is so extreme that consideration of an Acceptable Behaviour Contract is not an option and that an action for eviction should proceed without delay. Decisions on these matters rest with the management of the Area Housing Teams.**

The Council's Policy and Procedures on Neighbour Complaints requires that all complaints of anti-social behaviour which have an association with a council tenancy be investigated by the Neighbour Disputes Section. This practice and the investigation will continue in normal way in relation to Acceptable Behaviour Contracts.

Where after investigating a first time complaint of anti-social behaviour, which only involves one act of anti-social behaviour, the Neighbour Disputes Officer gathers sufficient evidence to prove that the perpetrator was responsible, the circumstances should be reported back to the Assistant Area Housing Manager.

The Assistant Manager will discuss the situation with the police and if it is decided that the most appropriate course of action would be to offer an Acceptable Behaviour Contract, arrangements should be made for the perpetrator, (and where perpetrator is a juvenile his/her parents or guardian), and the local community constable to attend at the Housing Office to discuss the matter. Where an agreement is reached an Acceptable Behaviour Contract will be drawn up (see appendix 2 for Specimen Copy of Acceptable Behaviour Contract) and signed by the parties to it. (i.e. the perpetrator, the perpetrator's parents or guardian in the case of a juvenile, the NDO who investigated the case and the police officer present.) The original contract will be retained in the perpetrator's target file and copies should be provided to the perpetrator and the police.

Thereafter the investigating Neighbour Disputes Officer should discretely monitor the situation until satisfied that the contract is holding. Normally this will be for a period of six months.

In the event of an adult perpetrator breaching the agreement and there is sufficient evidence to prove this, the area management team will ensure that the target file including the Acceptable Behaviour Contract is forwarded to

Legal Services with a view raising as appropriate an application for an ASBO and/or an eviction action.

In the case of a juvenile perpetrator breaching the agreement consideration should be given to reporting the circumstances to the Children's Reporter, if this has not already been done by the police or Social Work Department. Whether or not the Reporter takes any action in respect of the juvenile will depend on the nature of the allegation, the supporting evidence and the juvenile's circumstances. In addition where the juvenile is resident in a council house and his/her anti-social conduct breaches Grounds 7 and 8 of the Housing (Scotland) Act 2001, consideration should be given to raising an eviction order in respect of the tenant where it is clear that he or she has done nothing to try and control the juvenile's behaviour.

### **3. Unacceptable Behaviour Notices**

Unacceptable Behaviour Notices are complimentary to ASBOs and are an alternative to Acceptable Behaviour Contracts where the person responsible for anti-social behaviour declines to be party to an Acceptable Behaviour Contract. The aim of the notice is to make people personally aware for their actions and the consequences should they continue with these. The notice will cover the responsibilities of the person on identified anti-social behaviour activities that the person has been committed. **Unacceptable Behaviour Notices have no legal standing and a perpetrator cannot be compelled to sign these notices.**

While Unacceptable Behaviour Notices have no legal standing they can be used as a body of evidence to support an application for an ASBO and/or in an eviction action in the event of the perpetrator continuing to commit anti-social acts. The notice will show that the Council was prepared to try an alternative non-legal and reasonable approach to tackle anti-social behaviour and had clearly pointed out the consequences of further anti-social behaviour.