

# Reasonable Adjustment Policy

## Scope of Policy

This policy sets out what a 'reasonable adjustment' is and how arrangements can be made to make Platform Housing Group (the Group) services more accessible to all customers.

## Applicability

The policy applies to all members of the Group.

### 1. Policy Statement

- 1.1 We are committed to ensuring that disabled customers, neurodiverse customers (neurodiversity refers to the different ways a person's brain processes information) and those with health conditions are not disadvantaged when accessing our services.
- 1.2 We are committed to being a supportive, diverse and inclusive organisation and will work with customers, support workers, advocates, family members and any other professionals with disclosure authority to meet the needs of our customers.
- 1.3 We recognise that our customers' individual needs and vulnerabilities will not remain static and may change over time depending on circumstances and the services we offer need to be adapted accordingly.
- 1.4 Where we identify a risk of harm, abuse or neglect to our customers, we will refer to the Safeguarding Children, Young People and Adults at Risk Policy.

### 2. Regulatory Requirements and Legal Duties

- 2.1 The Regulator of Social Housing's Consumer Standards requires registered landlords to:
  - Ensure tenants are safe in their homes.
  - Listen to tenants' complaints and respond promptly to put things right.
  - Be accountable to tenants and treat them with fairness and respect.
  - Know more about the condition of every home and the needs of the people who live in them.
  - Collect and use data effectively across a range of areas, including repairs.

2.2 The Equality Act 2010 provides a legislative framework to protect the rights of individuals and to advance equality for all. The Act imposes a legal duty to make reasonable adjustments, arising in three circumstances:

- Where there is a provision, criterion or practice which puts people with disabilities at a substantial disadvantage<sup>1</sup> in relation to a relevant matter in comparison with people who are not disabled.
- Where a physical feature puts a person with a disability at a substantial disadvantage in comparison with people who are not disabled and/or
- Where a person with a disability would, but for the provision of an auxiliary aid, be put at a substantial disadvantage in comparison with people who are not disabled.

2.3 The Housing Ombudsman Service Complaint Handling Code 2024 states that landlords must consider their duties under the Equality Act 2010 and “anticipate the needs and reasonable adjustments of residents who may need to access the complaints process”.

2.4 The Data Protection Act 2018 and UK GDPR require us, as data controllers, to handle personal data with care, ensuring it is processed lawfully, fairly, and transparently. We must collect data for specific purposes, keep it accurate and up-to-date, and store it only as long as necessary. Additionally, we must protect data against unauthorized access and ensure its confidentiality. By adhering to these principles, we safeguard the privacy and security of information about the vulnerabilities of our customers and their household members, sharing it only when necessary and appropriate.

### **3. What is a Reasonable Adjustment?**

3.1 A reasonable adjustment is designed to support our customers when they access our services as a housing provider, remove barriers and ensure all customers, irrespective of their circumstance, have equal access to the same services.

3.2 A reasonable adjustment involves making a change to the way we usually do things to ensure that our services are accessible, and we are fair to all our customers.

3.3 Many of the adjustments offered for vulnerable or disabled customers can be made available for those who do not have vulnerabilities or disabilities but require modifications to our services.

3.4 Adjustments and modifications to the physical properties of a property would be covered by the Aids and Adaptations Policy.

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<sup>1</sup> Equality Act 2010, Section 20

#### **4. What we mean by ‘Reasonable’?**

4.1 The Equality Act 2010 does not define what is ‘reasonable’ but guidance from the Equality and Human Rights Commission suggests considering:

- The effectiveness the adjustment(s) will be in assisting a customer with a disability and in preventing or reducing the possibility of them being at a disadvantage.
- The practicality of us making the adjustment(s).
- The cost of the adjustment(s) and whether this is possible within our resources; and
- Any disruption to the service that making the adjustment(s) may cause.

4.2 Where we are unable to make a reasonable adjustment, due to cost or resources, we will work together with our customer to find the best alternative solution for them.

#### **5. How we define ‘Vulnerability’**

5.1 We may consider someone to be vulnerable where they are “an individual or household experiencing difficulties with everyday living” which could:

- Affect their ability to successfully adhere to their conditions of tenancy without additional support.
- Place them at risk in their home.
- Affect how they access our services.

This does not mean everyone who meets the definition is vulnerable, but we will use it as a guideline when assessing the needs of our customers.

5.2 We recognise ‘vulnerability’ is not static and is a changeable state influenced by multiple factors such as age, disability, bereavement, mental health, domestic abuse, poverty, debt etc. This list is not exhaustive.

5.3 We are aware the word “vulnerable” can have limitations and stigma attached to it. However, we recognise there is a real need for all colleagues, contractors, and stakeholders to recognise vulnerable customers and the need for a bespoke response. Therefore, we continue to use the word vulnerable as a universally understood term.

5.4 We adopt the definition of a disability set out in the Equality Act 2010 which states a person is disabled if they have a physical or mental impairment, and the impairment has a substantial and long-term effect on their ability to carry out normal day to day activities.

## 6. Identifying Vulnerability

6.1 We may identify a customer's vulnerability in the following ways:

- By asking the customer at the start of tenancy if they, or any household members, have any additional needs.
- Through regular periodic customer data checks.
- At significant tenancy events such as Sign Up, Tenancy Change request or Mutual Exchange.
- Via colleagues who identify vulnerabilities either through their own observations or via customer records.
- Via our colleagues and contractors working in a customer's property.
- Through partnership working with external agencies.

6.2 We expect our colleagues to recognise signs indicating vulnerability, such as:

- Anti-social behaviour (ASB) as a direct result of mental health conditions including being a victim of cuckooing<sup>2</sup>.
- Those affected by ASB, Hate Crime or Domestic Abuse.
- A repeated failure by the customer to respond to any communication from us.
- Hoarding or self-neglect which results in the customer's home and/or garden being neglected, damaged or unfit for occupation.
- Sudden changes to rent payments and falling into arrears when historically the customer had a good payment history.

## 7. Communication

7.1 We recognise that communication is key when working with all our customers and we will ensure that all communication is empathetic and focussed on the individual.

We will seek to remove all potential barriers and adjust how we communicate with our customers. A reasonable adjustment could be:

- Wherever possible, communicating via a method that best suits the customer e.g., phone, email, text.
- With consent, agree to communicate via a nominated contact.
- Allowing more time for customers to provide information that we need, where we are not restricted by legislation.
- Providing specialist equipment or additional support, such as a sign language interpreter for a workshop or event.
- Wherever possible, providing information in plain simple English, and other languages on request.
- Allowing more time to understand information and/ or make decisions (where it is lawful to do so).

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<sup>2</sup> when the home of a vulnerable person is taken over by criminals to prepare, store or deal drugs.

- Recognising that not all our customers have digital access, and that digital exclusion could be a barrier to accessing services.
- Recognising there may be issues with literacy and adapting our contact methods accordingly.
- Not being reliant on a single method of contact.
- Recognising that traditional communication and contact methods, such as calling the contact centre, may cause trauma or trigger a customer and a more flexible approach may be required.

This list is not exhaustive.

## **8. Requesting a Reasonable Adjustment**

8.1 A reasonable adjustment can be requested in the following ways:

- By the customer
- By a family member or a representative with delegated authority to discuss the customer's tenancy
- By a partner agency working with our customer
- By a Group colleague who identifies and recognises an adjustment would support a customer's individual needs

8.2 In some circumstances, to ensure we provide a comprehensive and tailored service, we may seek advice from our partner organisations for specialist support, advice and guidance. We recognise we are not always best placed, or sufficiently specialist, to meet customer needs and will often need a collaborative approach to respond to our customer's individual needs.

## **9. Our Response**

9.1 We will:

- Seek to understand the request and the reasons for this. We will consider the adjustment being requested to ensure this is the most appropriate adjustment or whether another adjustment may be more appropriate to meet and support the individual needs of the customer.
- In most cases, where possible, we will agree and deliver the required reasonable adjustment with minimal delay.
- In some cases, we may need to consider in more detail how best to overcome the difficulty our customer is experiencing or seek advice from our partner agencies that can assist with specialist advice and support.
- Take a person-centred approach and listen to the individual requirements of each customer.
- Encourage our customers to make their own choices and decisions about the services they want.

## **10. Keeping a Record of Customers' Needs**

- 10.1 We will record and flag any known vulnerability or disability our customers may have on our case management systems. This includes, but is not limited to, any communication or access needs and if there is anyone with delegated authority to speak on their behalf.
- 10.2 If a customer or household member is recorded as having a disability or vulnerability, wherever possible, we will use this information to tailor our services to meet their individual needs.
- 10.3 Our vulnerability and disability markers will be reviewed periodically to ensure the information stored is accurate and up to date. We recognise a customer's needs will not remain static and may change over time and they will need to keep us updated on their circumstances.
- 10.4 Upon request, we will make available to customers the markers flagged against them and the reasoning why it was added.
- 10.5 We will ensure our data capture processes are robust, fit for purpose and collect meaningful data which can support the individual needs of our customers.

## **11. Information Sharing**

- 11.1 The Data Protection Act 2018 and the General Data Protection Regulation (the Data Protection regime) allows sharing of information without the consent of the individual in a safeguarding context where certain conditions are met:
- The public interest served outweighs the public interest served by protecting confidentiality.
  - There is a lawful basis to do so which includes 'safeguarding of children and individuals at risk' and sharing the information is necessary to protect an individual from neglect or physical, mental or emotional harm, or to protect the physical, mental, or emotional wellbeing of an individual<sup>3</sup>.
- 11.2 Sharing of information must be necessary and shared only with those individuals and organisations particularly our repairs, servicing and improvements contractors, who need to have it, be accurate and up to date, be shared in a timely fashion, and be shared securely.
- 11.3 Records must be retained regarding the decision-making process around sharing information outside of the Group. A record should be made of the information shared, with whom and for what purpose.

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<sup>3</sup> Data Protection Act 2018, Schedule 1, Part 2, Paragraph 18

## **12. Training of Colleagues and Volunteers**

- 12.1 Induction for new colleagues will include information on all relevant policies and procedures, including recording, refreshing and updating customer vulnerabilities on our systems.
- 12.2 All colleagues will have a designated supervisor who will provide appropriate on-going support, supervision or signposting.

## **13. Diversity and Inclusion**

- 13.1 We are committed to fairness and equality for all regardless of their colour, race, ethnicity, nationality, gender, sexual orientation, marital status, disability, age, religion or belief, family circumstances or offending history, as referred to in our relevant Group policies. Our aim is to ensure that our policies and procedures do not create an unfair disadvantage for anyone, either directly or indirectly.
- 13.2 An impact assessment has been undertaken in respect of this policy and which identified no negative impacts on any person/group with a protected characteristic as a result of this policy.

## **14. Complaints**

- 14.1 We aim to meet the needs of our customers by providing an excellent service. However, it is acknowledged that occasionally things go wrong and customers may wish to complain. Should the need arise to make a complaint, please refer to our Complaints, Comments and Compliments Policy.

## **15. Monitoring and Review**

- 15.1 The next policy review is scheduled for November 2027 and then every three years thereafter.
- 15.2 Approved documents are valid for use after their approval date and remain in force beyond any expiry of their review date until an updated version is available.

## **16. Associated Documents**

- 16.1 List of documents - associated policies, procedures and publications:

- Safeguarding Children, Young People and Adults at Risk Policy
- Safeguarding Procedure
- Reasonable Adjustments Guidance
- Housing Ombudsman Service - Complaint Handling Code 2024
- Equality Act 2010
- Human Rights Act 1998

- Housing Act 2004
- Social Housing (Regulation) Act 2023
- Care Act 2014
- Regulator of Social Housing - Consumer Standards
- Aids and Adaptations Policy
- Equality, Diversity and Inclusion Policy
- Armed Forces Covenant
- Anti-Social Behaviour (ASB) Policy
- Anti-Social Behaviour Procedure
- Hate Crime Policy
- Hate Crime Procedure
- Condition of Property Policy
- Condition of Property Procedure

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