

The Ombudsman's final decision

Summary: Ms X complained about the way the Council has dealt with her homelessness application and about its communication with her. We found some fault with what the Council did, which caused Ms X confusion. The Council has apologised and made service improvements.

The complaint

1. Ms X complains about how the Council dealt with her homelessness application, and how the Council has treated her while she is in temporary accommodation. Specifically, she complains the Council:
 - a. falsely raised a safeguarding report about her daughter;
 - b. failed to explain what the silver banding priority it gave to Ms X meant;
 - c. has not allowed her to bid for her choice of property, instead enforcing a property of its choice on her;
 - d. wrongly told Ms X's husband to sign a tenancy agreement although she had told the Council he was not eligible to be a social tenant;
 - e. gave contradictory information about whether Ms X could bring furniture to the property;
 - f. entered her property unreasonably in September 2023; and
 - g. was accusatory and intimidating in a visit and an email about non-payment of rent.
2. Ms X says the Council has caused her family significant distress and prevented them from securing their preferred housing. She would like the Council to correct this, to apologise for how it has treated her family, and to change its processes.

The Ombudsman's role and powers

3. We investigate complaints about 'maladministration' and 'service failure'. In this statement, I have used the word fault to refer to these. We must also consider whether any fault has had an adverse impact on the person making the complaint. I refer to this as 'injustice'. If there has been fault which has caused significant injustice, or that could cause injustice to others in the future we may suggest a remedy. (Local Government Act 1974, sections 26(1) and 26A(1), as amended)
4. If we are satisfied with an organisation's actions or proposed actions, we can complete our investigation and issue a decision statement. (Local Government Act 1974, section 30(1B) and 34H(i), as amended)

How I considered this complaint

5. I have considered information provided by the Council and Ms X, alongside the relevant law and guidance.
6. Ms X and the Council have had an opportunity to comment on a draft decision before this final decision was made.

What I found

What happened

7. Ms X made a homelessness application to the Council in July 2023. The application form did not make clear that Ms X's partner, Mr X, was not eligible for social housing but would be a part of the household.
8. The Council asked Ms X to provide a rent statement but later realised this was not needed.
9. Three weeks after the application was made, the Council asked Ms X to provide Mr X's address history. The Council chased for this information twice before she provided it at the end of August.
10. The Council then provided Ms X with its online bidding account details so she could begin bidding for a property. This was 47 days after Ms X made her application.
11. A week later, the Council made a final offer of suitable temporary accommodation to Ms X. It explained that if she declined the offer, the Council would not make any further offers. Ms X would also no longer be able to bid for other properties.
12. Ms X was provided with house rules and a licence agreement when she moved into the property. The Council mistakenly asked Mr X to sign the licence agreement before asking Ms X to sign a further agreement in her sole name.
13. Shortly after Ms X had moved into the property, the Council entered without giving her any notice. She was not home at the time, so found out on her return.

Law and Guidance

14. Part 7 of the Housing Act 1996 and the Homelessness Code of Guidance for Local Authorities set out councils' powers and duties to people who are homeless or threatened with homelessness.
15. When a Council decides an applicant is eligible and homeless, it has a duty to help the person find accommodation which has a reasonable prospect of being available for at least 6 months.
16. The duty ends if the applicant refuses a suitable Part 6 or final offer of private rented accommodation.
17. The Council has a duty under the Children Act 2004 to ensure it considers the need to safeguard and promote the welfare of children when carrying out its functions.

The Licence Agreement between Ms X and the Council

18. The agreement includes the following clause:

For the duration of the licence the council may gain access to the premises for any purpose including the provision of services and inspection of the premises, at any time as may reasonably be required by the council, and in the case of an

emergency, at any time at all and reserves the right to move you from the premises to other premises.

Analysis and findings

The Council falsely raised a safeguarding report relating to her daughter.

19. The Council explained the report was not made because of any parenting concerns. While the Council were assessing Ms X's application, it had concerns for Ms X's daughter, in case it was unable to house the family. It made a referral to the Multi-Agency Safeguarding Hub to ensure Ms X's daughter would be considered even if the Council was unable to house the family.
20. The Council has a duty to consider the welfare of children. On receiving a homelessness application, the Council does not immediately know whether the application will be successful. As the Council was told a household which included a child may become homeless, it has acted in accordance with its duties by making the referral to MASH. As the Council explained, this action was to protect the child from homelessness, not from her parents. This is not fault.

The Council failed to explain what the silver banding priority it gave to Ms X meant.

21. The Council wrote to Ms X in September 2023, explaining what she would need to do to show she had a local connection to the area she wished to secure accommodation in. This letter also confirmed she was on a silver banding for allocation but gave no further information about this.
22. The Council later wrote to Ms X and told her it had moved her to gold banding. It explained this was a high priority banding and that she was required to bid on all types of suitable property. It also explained circumstances which may lead to her being moved back to silver.
23. The Council has not shown that it told Ms X what the silver banding meant when she was given that banding. This information should have been provided to Ms X so that she could understand the priority she had been given, the reasons for this and any obligations this placed on her. Failing to do this is fault. Given that Ms X was moved to gold banding shortly after, the injustice here is limited.

The Council has not allowed her to bid for her choice of property, instead enforcing a property of its choice on her.

24. Ms X made her homelessness application in July 2023. Over the following weeks, the Council clarified its understanding of the details of the application, and obtained further information from Ms X.
25. Once the Council had the information it needed to make a decision, it allowed access to its online bidding system within seven weeks from Ms X's application.
26. The Council should make a decision following a homelessness application within 56 days. The Council asked for information and clarifications from Ms X. It realised it did not need some of the information, but ensured the decision was made within the timeframe we would expect to see. This is therefore not fault.
27. The Council made a final offer of tenancy a week after it had provided Ms X with account details so she could bid online. This is within the Council's right – it had been asked to provide a suitable property for the family. Once it had, it is correct to say that a refusal of the property would mean it would make no further offers. A refusal would end the council's duty to Ms X. This is not fault.

The Council wrongly told Ms X's husband to sign a tenancy agreement although she had told the Council he was not eligible to be a social tenant.

28. The Council accept it asked Ms X's partner to sign the house rules and licence agreement when the family moved into temporary accommodation. It says this was a mistake made by a newer member of staff, and the Council asked Ms X to sign a licence agreement in just her name when it realised this had happened.
29. Mr X should not have been asked to sign the licence agreement, so this is a fault. However, there is no injustice to Mrs X, as the only impact of this is that she was asked to sign another agreement. The Council has said it has provided training to relevant staff and there has been no repeat of the mistake made here. There is therefore no need for any further remedy.

The Council gave contradictory information about whether Ms X could bring furniture to the property.

30. The Council says it told Ms X she was not permitted to bring her own furniture as it may pose a fire risk. This is set out in a welcome letter which sets out all rules for staying in the accommodation. It then reviewed the furniture she had brought and agreed she could keep what she had brought with her, if she did not add any more, and removed it when she left.
31. The Council later found out Ms X had added more furniture and carried out a property inspection.
32. Although the Council's message here changed, this was not without reason. The Council told Ms X its rules, but then satisfied itself that a limited amount of furniture did not pose a risk and permitted her to break that rule. The Council told her the basis on which they were doing this, so when she added more furniture, the Council did not have to accept her doing this.
33. The Council is not at fault for allowing Ms X to safely add some furniture even if that was against its general stance.

The Council entered her property unreasonably in September 2023.

34. The Council says it felt the need to urgently enter the building when it became aware Ms X had moved a large volume of furniture into the property and this posed a fire risk. It says following Ms X's complaint, it found there were gaps in its policy on how, when and why property inspections should be carried out. It is working on a code of conduct to cover this, which it wants to implement by the end of June 2024.
35. However, at the time, there was no policy to say the Council had to follow any specific process in this circumstance, there was only the licence agreement which contains the terms and conditions of PA's accommodation. The licence agreement allows the Council to enter the premises at any time, in an emergency. The agreement was signed by Ms X, so she was sufficiently aware of this term at the time. This is not fault.

The Council was accusatory and intimidating in a visit and an email regarding non-payment of rent.

36. The Council has accepted that its tone was unnecessary. It has apologised to Ms X and provided guidance to the individual involved to ensure this is not repeated.
37. This is fault. The Council has adequately addressed the issue and no further remedy is required.

Agreed action

38. The Council has:
- apologised to Ms X for the fault identified; and
 - reviewed its correspondence about allocation banding, and amended it to ensure it is providing all relevant information to applicants when it decides which band they are in.
39. The Council has provided us with evidence it has complied with the agreed actions.

Final decision

40. We found the Council was at fault and had caused some injustice. It has apologised and amended its communications.

Investigator's final decision on behalf of the Ombudsman