



To: Executive Councillor for Housing: Councillor Kevin Price

Report by: Head of Legal Services and Head of Housing Services

Relevant scrutiny committee: Housing 21/5/2016
Scrutiny Committee

Wards affected: Abbey Arbury Castle Cherry Hinton Coleridge
East Chesterton King's Hedges Market Newnham
Petersfield Queen Edith's Romsey Trumpington
West Chesterton

**COMPLAINT UPHELDD BY THE LOCAL GOVERNMENT OMBUDSMAN
RELATING TO TEMPORARY ACCOMMODATION
Not a Key Decision**

1. Executive summary

- 1.1 The Local Government Ombudsman has upheld a complaint relating to the provision of temporary accommodation.
- 1.2 In these circumstances, the Head of Legal Services, as the Council's Monitoring Officer, has an obligation to report the findings to the Executive. The Executive is obliged to set out what action has already been taken in respect of the findings, what action it intends to take and the reasons for taking the action.
- 1.3 This report summarises the complaint, acknowledges that there were shortcomings in relation to working practices and sets out the action taken in response.
- 1.4 The Executive Councillor is asked to consider the action taken and to decide whether it is adequate or whether further steps should be taken.

2. Recommendations

The Executive Councillor is recommended:

To endorse the actions taken by officers in response to the finding of the Local Government Ombudsman.

3. The Complaint and the Ombudsman's Decision

3.1 The complaint

The complainant stated that the Council moved her at too short notice from temporary accommodation, forcing her to rent a garage from the Council to store her belongings. She complained that the Council charged her too much rent for the garage and miscalculated the rent and arrears payable for it. The Council then paid her £60 to compensate for the contents of her freezer but kept this towards the arrears.

3.2 The Ombudsman's final decision

The Ombudsman's final decision is, in summary:

"The Council moved a vulnerable woman in temporary accommodation at short notice so she had to give away the contents of her freezer, leaving her without food. The Council did not tell her she had to pay for the garage it stored her belongings in and would not give her the key until she agreed to pay. It seriously miscalculated what she owed for the garage causing more distress. The Council should write off any remaining charges for the garage and pay the complainant an extra £310 for her losses and the distress it caused."

The Ombudsman's decision letter is attached to this report. The facts surrounding the complaint are complex but there are two main elements to it:

3.3 Temporary accommodation.

The Council accepted a homeless duty to Ms X and provided her with temporary accommodation until it could house her. The temporary accommodation was a room in a Housing Association managed hostel. Ms X signed a license agreement with the housing association which said that the housing association would not normally give less than 28 days' notice to end the licence.

On the afternoon of 10 February 2015 the Council e-mailed Ms X to say it wanted her to move the next day. It said one of its partner local authorities

needed the room. Ms X said she could not move so quickly. On 11 February the Council said Ms X could stay until 16 February.

The Ombudsman has found the Council at fault for telling Ms X to move so quickly and because it wrongly insisted her licence agreement said it could move her at short notice. The Ombudsman concluded that this led to injustice for Ms X because of the worry the Council caused Ms X that she had to move overnight and to a hotel. The haste in which the Council made arrangements led to further problems for Ms X. She lost her food and did not have the money to replace it. She later found out she had to pay extra money to store her belongings from her limited budget.

3.4 Storage of belongings

The Council had a duty to protect Ms X's belongings, as part of its homelessness duty and could make a reasonable charge for this. The Ombudsman's decision letter sets out what happened in detail but, in summary the Ombudsman has found:

- Fault in not making it clear to Ms X that she would have to pay for storage. He found no evidence the Council told Ms X it would charge her to store her belongings in a garage. A letter of January 2015 only mentions free storage. The Ombudsman considers that the news she had to pay for the garage came as a shock to Ms X. This is fault causing injustice.
- Fault in not providing Ms X with keys to the garage. The Council claimed that its contractor had given keys to Ms X and that she had lost them. The Ombudsman found no evidence that this had happened and that, therefore, the Council was not justified in seeking to charge £95 for a lock change. Even if she had lost the key, the Ombudsman's view is that Council's refusal to give her access to a new set until she agreed to pay for the garage was unreasonable. Ms X's view the Council put her under duress is justified. Whatever the Council's intentions its actions resulted in it appearing to hold a vulnerable woman's goods hostage unless she agreed to sign a tenancy.
- The Council should have carried out an income and expenditure analysis to find out what it is fair and reasonable to charge the homeless for storage after 4 weeks. The Council has already addressed any potential injustice to Ms X as it reduced her weekly rent but found there was still the potential for injustice to others.

- Fault with regard to the Council's poor administration of the garage let. The Council did not make Ms X aware of the terms of the garage tenancy when it told her she had to move and the new accommodation had no storage. It did not send the agreement to Ms X until a month after it put her goods in a garage. It then sent a standard agreement to Ms X asking for rent in advance and a deposit when it does not ask homeless applicants to pay either. When it agreed to reduce the charge to £10, and then £5 it did not give Ms X new agreements. The old agreement did not properly record the contract the Council had with Ms X. This led to the Council wrongly attributing arrears of over £400 to Ms X. The Council terminated the garage tenancy using the wrong arrears figures. It continued to cite inaccurate figures for rent payable and arrears in its dealings with Ms X.
- The Ombudsman concluded that it was too early to consider a complaint about damage to Ms X's goods while in storage. The Council will inspect with Ms X when she moves to her new home. The Council says it will consider an inventory in future. The Ombudsman regards this as sensible. Where the Council has a duty to protect goods, it needs some record of those goods and their condition in case of a future dispute.

3.5 Agreed action

The Council has already written off the garage arrears and will not make any further storage charges until Ms X can move into her new home. It has paid Ms X £100 for the mistake it made over the arrears. The Ombudsman has said he is pleased by the Council's actions but does not consider it provides a full remedy for the injustice caused to Ms X. The Ombudsman therefore put forward the following list of actions, to which the Council has agreed.

To put matters right the Council has agreed that within a month of the Ombudsman's final decision it would:

- Confirm it has written off the garage arrears and will make no further storage charges to Ms X until she moves.
- Confirm Ms X does not owe £95 for a lock change.
- Pay Ms X £100 for the distress caused by the move at short notice leaving Ms X in need of food vouchers and storage facilities.

- Pay Ms X a further £150 for not telling her about the garage costs, withholding the keys when her goods were already in the garage, providing incorrect tenancy agreements, miscalculating her arrears, and taking action based on incorrect arrears.
- Pay Ms X the £60 it agreed for her lost food.
- Confirm it carries out an income and expenditure exercise when storing a homeless person's goods in its garage to work out on an individual basis what is a reasonable charge.
- Confirm in future it will provide the correct terms including rent in a garage tenancy agreement.
- Apologise to Ms X and find out which set of garage keys are the right ones.

4. Response to the Ombudsman's findings

4.1 Asking the applicant to move at unreasonably short notice

The Ombudsman found that the Council had asked the applicant to move from one temporary accommodation placement to another too quickly and that this was in contravention of the licence agreement, which allowed for a much longer notice period. Following the LGO's findings the Council's shared legal service has taken action to review the licence provided by the only remaining third party provider of temporary accommodation. The shared Legal service has also reviewed all of the Council's own tenancy/licence agreements for temporary accommodation and is reviewing notices to leave the accommodation. The Housing Advice Service has also amended its letters to households placed in emergency temporary accommodation under s188 part 7 Housing Act 1996 (as amended) to advise customers that they may be asked to leave the accommodation at short notice but that the Council will endeavour to make the notice period as reasonable as possible.

4.2 Assessing an applicant's ability to pay for storage

The Council has a duty to store and protect the belongings of certain categories of homeless persons and this duty is set out in s211, and supplemented by s211, of the 1996 Housing Act. The Council has revised its own procedures for storing an applicant's belongings. This includes a financial assessment at the outset to determine whether the applicant can afford the Council's standard charges for storing belongings in one of its

garages. The Housing Advice Service has secured two garages to provide for circumstances where the applicant cannot afford the Council's standard charges to store his or her possessions in the garage. These garages will be offered at no charge to the applicant until the s211 duty is discharged.

These revised arrangements for storage serve to simplify matters for the customer and for internal sections within the Council.

4.3 Issuing of keys for garages

City Homes will amend working practices to ensure that keys issued to customers renting garages will be signed for before they are released.

4.4 Inventories

Under the revised procedural arrangements the Council has provided for circumstances where an inventory will be drawn up with the applicant to cover the Council for any liability it may have in safeguarding those possessions.

4.5 Training

Staff from both City Homes and the Housing Advice Service who handle complaints will be attending training on effective complaint handling organised by the Local Government Ombudsman.

4.6 Apology and compensation

The Council has offered the apology and made the payments agreed with the Local Government Ombudsman as set out in paragraph 3.5.

5. Implications

- (a) **Financial Implications.** The total compensation agreed with the Ombudsman, and paid or credited by the Council, is £410.
- (b) **Staffing Implications.** The report identifies a training need for effective complaint handling.
- (c) **Equality and Poverty Implications.** An equality impact assessment has not been carried out in respect of this report. However, it is clearly the case that groups with protected characteristics and those in poverty are going to be significantly represented amongst those seeking assistance with homelessness from the Council.

- (d) **Environmental Implications.** This report has no climate change impact.
- (e) **Procurement.** There are no procurement implications.
- (f) **Consultation and communication.** The Monitoring Officer is obliged to consult the Head of Paid Service (Chief Executive) and the Chief Finance Officer (Head of Finance) in preparing this report, and has done so.
- (g) **Community Safety.** There are no direct community safety implications, but a failure by the Council to discharge its homelessness responsibilities could give rise to community safety issues, given the vulnerability of some of those seeking assistance.

5. Background papers

The Ombudsman decision letter is appended to this report. There are no other background papers.

6. Appendices

The Local Government Ombudsman's decision letter.

7. Inspection of papers

If you have a query on the report please contact:

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