

Complaint reference:
15 009 916

Complaint against:
Cambridge City Council

The Ombudsman's final decision

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 complaint

1. The complainant, whom I will refer to as Ms X, complains the Council moved her at too short notice from temporary accommodation, forcing her to rent a garage from the Council to store her belongings. Charged her too much rent for the garage and miscalculated the rent and arrears on that garage. The Council then paid her £60 to compensate for the contents of her freezer but kept this towards the arrears.

The Ombudsman's role and powers

2. The Ombudsman investigates complaints about 'maladministration' and 'service failure'. In this statement, I have used the word fault to refer to these. She 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 an injustice, she may suggest a remedy. (*Local Government Act 1974, sections 26(1) and 26A(1)*)
3. If the Ombudsman is satisfied with a council's actions or proposed actions, she can complete her investigation and issue a decision statement. (*Local Government Act 1974, section 30(1B) and 34H(i)*)

How I considered this complaint

4. I have considered the complaint made by Ms X and information received from the Council.
5. Ms X and the Council had the opportunity to comment on a draft version of my decision before I made a final decision.

What I found

Background

6. The Council has accepted a homeless duty to Ms X and provided temporary accommodation until it can house her. The Council works in partnership with other local councils and social housing agencies to provide temporary accommodation.
7. Ms X has a visual disability and an assistance dog. Ms X has a low income from work and benefits. In late 2014 to early 2015 she says her income was about £63 a week.
8. In December 2014 the Council provided a room in a Housing Association managed hostel in a village about 20 miles from Cambridge. Ms X considered this too far away and wanted to return to Cambridge.

The change of temporary accommodation

9. The Council says it told Ms X she might have to move from the hostel at short notice but it has no evidence of this. Ms X says it did not tell her this.
10. Ms X signed a license agreement with the Housing Association. This gave the grounds on which the Housing Association could end the license. The agreement says the Housing Association will not normally give less than 28 days notice. It will put the notice in writing and give details of the notice period and why it has issued the notice.
11. 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.
12. At this point the Council did not have any self-contained accommodation for Ms X and her dog. It told her it would provide a room in a hotel but she could not take her furniture there. The Council has a duty to protect Mr X's belongings and can make a reasonable charge for this. The Council does not have any storage units. It offered Ms X the use of one of its garages. It arranged for a contractor to take Ms X and her belongings to the garage on 14 February.
13. The Council did not take an inventory of Ms X's goods placed in the garage. It says Ms X had the key and was responsible for looking after her belongings.
14. Ms X did not know what to do with the food in her freezer. She asked the Council for advice as she could not cook the food at the hotel. Ms X gave the food away.
15. On 16 February the Council found a hostel in Cambridge that had a place for Ms X and her dog. Ms X moved into the hostel instead of the hotel but her furniture remained in storage. Ms X was happy with the new hostel as the location was much better for her. However, she asked the Council for food vouchers as she no longer had any food.
16. On 17 February the Council arranged for a contractor to move Ms X's belongings to a different garage as the first garage had a leak. Ms X says the leak damaged her mattress.

The storage charge

17. The Council has a policy of variable charges for garage rent. It introduced the policy because it had evidence some commuters and companies used its garages for low cost parking. In 2014 garage rents started at £9.55 a week for council

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- tenants storing transport. It charged £9.55 or £11.55 plus VAT for other Cambridge residents storing transport. It charged £15.95 plus VAT for public bodies storing transport. It charged £17.99 plus VAT (total £21.59) for people outside the city storing transport and to anyone using the garage for other storage.
18. The Council also has a policy that it does not charge homeless people to store goods in a garage for the first four weeks.
 19. Ms X says she did not know the Council intended to charge her for storage. She had not paid storage previously and could not afford to do so from her income. She says the Council put her under duress to sign the agreement and accept the rental charge. She says the Council would not give her the keys for the garage until she did this so she could not get her belongings.
 20. The Council did not ask Ms X to sign an agreement for the first garage. It drew up an agreement for the second garage but did not give this to Ms X on the day she moved into the second garage. The Council has an email trail dated 17 February where an officer says the contractor has the keys and will give them to Ms X. Another officer responds to say the paperwork is ready and asks Ms X to confirm when the contractor gives her the keys. The Officer did not send this email to Ms X; she only sent it to other Council officers.
 21. The Council says its emails of 17 February demonstrate its contractor gave Ms X the garage key and she lost it. The emails say an Officer asked the contractor to give Ms X the key but contain no evidence he did so. The Council does not have any confirmation from the contractor or Ms X that she received keys for the second garage on the day the contractor moved her goods.
 22. On 12 March 2015 Ms X contacted a Case Officer as she did not have a key to the garage and wanted to put a sofa in it. At this point the Council realised Ms X had not signed an agreement for the garage. The Case Officer assumed Ms X had lost the key and should pay for a lock change. The Case Officer asked advice on what rent Ms X had to pay for the garage.
 23. The same day the Council sent Ms X a standard offer letter for the garage tenancy at a rent of £21.15 a week. The letter said Ms X had to pay a deposit; four weeks rent in advance and arrange insurance because the Council does not accept responsibility for goods in the garage.
 24. Ms X was not happy and spoke to several officers. On 20 March a Manager emailed Ms X to say she had to sign the tenancy before the Council would release the keys. He said while Ms X lived in temporary accommodation the Council would charge £10 a week instead of £21.15. Ms X had to pay £10 in advance before the Council would give her the keys. The Council held Ms X responsible for the £95 cost of a lock change and said it would invoice her for this.
 25. Ms X signed the agreement on 23 March. However she wrote on the agreement "I have been made to sign this or refused access to my things".
 26. Ms X continued to tell the Council she could not afford the garage rent. In May the Council reduced it to £5 a week, which Ms X then paid. The Council says it did not carry out an income and expenditure analysis to see what Ms X could afford. It says she suggested £5 a week and the Council agreed.
 27. The Council ended the garage tenancy in July 2015 because of alleged arrears.
 28. In September the Council offered Ms X a permanent property she wants but it is not yet ready. Ms X remained at the hostel until November when she moved into

self-contained temporary accommodation managed by the Council. Her belongings remain in the garage.

29. In October the Council sent Ms X two letters about the garage on the same day. In one it threatened to apply to court for possession because of the arrears. This said the rent is £5 a week. The other is a standard letter offering Ms X a new tenancy at £21.59 a week, plus a deposit, plus rent in advance.
30. The Council's October arrears letter says new keys for the garage are at the office and reminds Ms X "again" to pick them up.

The Council's response to Ms X's complaint

31. Ms X complained to the Council and went through all three stages of its complaint process.
32. The Council said the hostel licence agreement she signed said she might have to move at short notice. However, it apologised for the inconvenience of that short notice.
33. It said Ms X knew about the garage rent, which the Council had reduced to a reasonable amount for her. It had not forced her to sign the agreement; she could have made her own storage arrangements.
34. It said the Council did not make Ms X sign the agreement under duress. It is the Council's normal practice not to give prospective garage tenants keys until they have signed the agreement. If Ms X had decided not to take the garage tenancy officers would have discussed moving her property so she could take it to another storage area of her choice.
35. In September 2015, at stage three the Investigator accepted the short notice meant Ms X did not have enough time to protect the contents of her freezer. The Investigator recommended the Council reimburse Ms X the £60 she estimated as the value of the food she lost. The Investigator said Ms X had only paid £60 towards garage rent and had arrears of £436. The Investigator said the Council could put the £60 repayment towards those arrears.

The Council's response to the Ombudsman's enquiries

36. In response to my enquiries the Council accepts it had no legal right to give Ms X notice on the first hostel as it was not the landlord. It says Ms X did not complain about leaving the hostel as she consistently told the Council she wanted to move back to Cambridge. It says she complained about the short notice and loss of food.
37. The Council still says Ms X knew about the garage charges. It has provided a letter it wrote to Ms X in January 2015 saying it could arrange 4 weeks storage free of charge. It says it had not charged her anything for a garage by 20 March when a Manager fully explained the charges to her. It says if she was unhappy she could have removed her belongings and made her own arrangements. It says it has supported Ms X through several changes of accommodation and paid to transport her belongings. It says Ms X lost the keys. However, it says it could have explained things better and taken more account of Ms X's situation and ability to make her own arrangements. It says because of this it will waive the outstanding garage charges until Ms X moves into her new property. The garage account is now clear.
38. The Council says it charges homeless people the same as anyone else for a garage used for storage. It says it gives concessions to homeless people not allowed to others; it pays the deposit and gives the first four weeks free. It says

for Ms X it reduced the rent to £10 a week, and then £5, a figure suggested by Ms X.

39. The Council accepts the arrears figure of £436 it gave Ms X in response to her complaint, and therefore the figure it ended the garage tenancy on in July, is wrong. It had agreed to reduce the cost to Ms X; its Housing Aid Service was meant to pay the difference between this and the full cost. It says it did not properly apply this internal recharge and the service had not paid its part in full. It included this internal recharge in the arrears figure it said Ms X was responsible for. It says it gave Ms X the correct figure, £75, in its arrears letter in October 2015. It provided the new calculations it carried out to decide Ms X owed £75 in July 2015
40. The Council accepts giving Ms X the wrong arrears figure could have caused her distress. It offers its apologies and has paid £100 into her rent account to acknowledge its mistake.
41. The Council says it reinstated the garage tenancy in October because Ms X could not move into her new property. It says it did not repossess the garage because of the situation and did not charge Ms X any rent for it from July to October to compensate her for the delay.
42. Ms X is still using the garage. The Council says it will consider compensating Ms X if she has evidence of damage to her goods caused by the leak. The Council will carry out a joint inspection with Ms X when she is ready to retrieve her belongings to check the damage. The Council says this case has shown it might be useful in future to have an agreed inventory at the start of a garage let to a person in temporary accommodation.

Was the Council at fault when it told Ms X she had to move at short notice

43. The licence agreement Ms X signed did not say she could be asked to move at short notice, it said she would get 28 days written notice. The Council had no legal right to end that licence, only the Housing Association could. The Council could ask Ms X to move and if she refused ask the Housing Association to end the licence.
44. The reason the Council wanted Ms X to move, and at such short notice, was because another council wanted the room for someone else. I do not know why the Council agreed so readily to this but it did not properly and fairly consider its responsibilities to Ms X and her needs.
45. The Council is 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.
46. I need to consider the injustice the move caused to Ms X. The Council at first intended to move Ms X into a hotel. It gave Ms X a few more days and arranged to store her belongings. The hostel it then found was better for Ms X and she wanted to move back to Cambridge. The injustice is 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.

Was the Council at fault for its storage arrangements for Ms X

47. I have seen no evidence the Council told Ms X it would charge her to store her belongings in a garage. The letter of January 2015 only mentions free storage. In March 2015, Ms X's Case Officer did not know what the Council would charge Ms

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- X. I consider the news she had to pay for the garage came as a shock to Ms X. This is fault causing injustice.
48. The Council says it did not make Ms X sign for the garage under duress. It says it does not give garage keys out until the tenant signs the agreement. If the Council is letting an empty garage this is understandable. In this case the Council put Ms X's goods in the garage and then would not give her the keys.
49. I have seen no evidence the contractor gave Ms X the keys on 17 February and she lost them as alleged by the Council. Without any evidence Ms X lost the keys the Council has no grounds to charge her £95 for a lock change. Even if she had lost the key, the 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.
50. The Council has a duty to protect the belongings of a homeless person and can charge a reasonable amount for this. The Council's policy does not differentiate between a person or company wanting a garage for additional storage and a homeless person who has nowhere to put their belongings. The Council can use its standard rate as a starting point but should then consider the individual circumstances of a homeless person to decide what he or she can afford. The Council does not ask for rent in advance or a deposit from homeless people and allows four weeks free of charge. However, I have seen no evidence the Council carries 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 there is still the potential for injustice to others.
51. The Council is at fault for its 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.
52. The Council terminated the garage tenancy using the wrong arrears figures.
53. When the Council renewed the garage tenancy in October 2015 it again sent Ms X a standard agreement asking for rent in advance and a deposit. It again put the full weekly charge of £21.59 although it had agreed Ms X would pay £5. The Council's tenancy agreement should be a correct record of the agreed terms.
54. The Council says it recalculated the arrears and decided Ms X owed it £75 in July 2015 not £436. This figure is still wrong.
55. The agreement signed on 23 March 2015 gave the full rent as £21.15. The tenancy conditions say the Council can increase the rent by giving a minimum of four weeks written notice. The Council did not do this. However in its calculations it has assumed the first week's full rent was £21.36 and 15 weeks after that at a full rent of £21.59 making a total of £325.21.
56. The rent the Council agreed with Ms X was 8 weeks at £10 and 8 weeks at £5. A total of £120. Ms X paid £60 of this leaving a balance of £60; not £75. The

Council says the Housing Aid Section agreed to pay £210.21. This is not enough to cover the difference between the full rent and what Ms X had to pay even at £21.15 a week. The difference is greater with the higher rent now alleged by the Council. What the Council has done is take what Housing Aid paid from the total of the higher rent and held Ms X responsible for the balance. It therefore wrongly attributed an extra £15 to her indebtedness even after it said it had properly calculated the arrears.

57. In September 2015, seven months after its actions left Ms X with no food, the Council agreed to reimburse her £60 for the food she lost. However, it intended to keep that £60 towards the arrears it had miscalculated. I have seen all the Council's calculations of rent and arrears for the garage, including those after October 2015. None of the calculations show the £60 the Council said it would pay towards the arrears.
58. In October 2015 the Council asked Ms X "again" to pick up the garage keys. The Council ordered a lock change around 13 March. I have seen no evidence of another lock change ordered after 23 March. Without evidence of a second lock change it appears the lock change it ordered around 13 March was not carried out until after 23 March. In which case the keys in the office on 23 March which it gave to Ms X are the ones the contractor used on 17 February. The Council needs to check which keys work as it may have changed the locks after it gave Ms X the keys on 23 March.
59. It is 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. This is 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.
60. 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. I am pleased by the Council's actions but do not consider it provides a full remedy for the injustice caused to Ms X.

Agreed action

61. To put matters right the Council has agreed that within a month of my final decision it will:
 - 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.

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- 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.

Final decision

The Council is at fault for making Ms X move at too short notice. It is at fault for its actions when storing Ms X's goods. It caused unreasonable and unnecessary distress and upset to Ms X. The Council has agreed to the action I recommended which will provide a suitable remedy for Ms X. I have completed my investigation and closed the complaint.

Investigator's decision on behalf of the Ombudsman