

Changing Futures

— Stoke-on-Trent —

Case Study – Duty Bound

Introduction

This case study illustrates the effect that a delay in decision making by a local authority can have on a customer's welfare. It also illustrates that the main housing duty is not a duty to actively look for accommodation but is a duty to provide immediate accommodation, even if this is temporary accommodation.

The customer

The customer is a female in her 50's. She suffered trauma as a child due to her time in care and bereavement. She was a victim of pin down and sexual assault whilst in the home. The customer worked as a sex worker for many years in a parlour. The customer has a history of abusive relationships. The customer has cataracts that are affecting her vision, asthma, and several old injuries from assaults. She has a diagnosis of Bipolar with psychotic episodes.

Prior to becoming homeless, the customer maintained a private tenancy for many years but the relationship with the landlord deteriorated following a failure by the landlord to maintain the property.

Before receiving help from Changing Futures, the customer was sofa surfing and sleeping rough. Due to her history, the customer was vulnerable to sexual and financial exploitation while on the streets.

The customer applied to the local authority as homeless on the 1st of June 2022. The council accepted that it owed the customer the relief duty from the 10th of June. If a local authority is satisfied that an applicant is eligible and homeless it owes them the relief duty. The local authority must take reasonable steps to help the homeless applicant secure that suitable accommodation becomes available for their occupation for at least six months.

The client was also provided with interim accommodation at the North Staffs Hotel because the local authority had reason to believe that she was homeless, eligible and in priority need.

On the 19th July the client was asked to leave the hotel due to her behaviour. On the same day, the local authority wrote to the client to inform her that it was ending the interim accommodation due to her behaviour and noting that she had received previous warnings. Despite the interim accommodation ending, the local authority still owed the customer the relief duty.

The relief duty ends automatically after 56 days if the local authority is satisfied that the applicant has a priority need and is not intentionally homeless. In this case however, the local authority did not seem to have made a decision on whether the customer was in priority need and not intentionally homeless.

The Homelessness Code of Guidance advises local authorities that authorities should not delay completing their enquiries into what other duty is owed after the relief duty. Where 'significant further investigations' into priority need or intentionality are required, the authority should aim to complete their enquiries and issue a notification as to whether the main housing duty is owed within a maximum of 15 working days after 56 days have passed.

So, the Guidance suggests that the latest that a decision should be made on whether the main housing duty is owed is 71 days from when the relief duty was accepted, so in this case the 20th of August.

A decision on the main housing duty was not made in this case however, until the 21st October, some two months later than it should have been. This had implications for the customer because, following the ending of the interim accommodation duty back on the 19th July, she had no accommodation and so was forced to sofa surf and sleep rough before being accommodated in a hotel by Changing Futures.

I was asked to get involved with this case on the 12th of October because Changing Futures have a limited budget for customers and so could no longer afford to pay for the customer's accommodation.

The main housing duty is to secure that accommodation is available for occupation by the applicant. The duty is usually discharged by providing temporary accommodation until the duty is ended, either by an offer of settled accommodation or for another specified reason.

We contacted the council to ask why, if they had accepted the main housing duty from the 21st of October, that they had not provided the client with temporary accommodation. The local authority argued that they were discharging the main housing duty because "permanent accommodation was being actively sought".

We respectfully challenged this view by pointing out that case-law was very clear that the main housing duty was an immediate duty and not an open-ended duty to try their best to source accommodation, which would of course, be potentially open-ended.

The local authority has now agreed with our view and so agreed to fund the hotel accommodation for the customer from the 21st of October.

Outcome for the customer & Changing Futures

Changing Futures could no longer fund the customer's hotel accommodation and so without access to specialist housing advice the customer would have spent at least some time, possibly a number of weeks sleeping rough. Sleeping rough would have inevitably led to a deterioration in the customer's health, led to a greater risk of exploitation and a greater chance of the customer dis-engaging from support provided by Changing Futures and other agencies.