

**Complaint reference:**  
13 019 785

**Complaint against:**  
Forest Heath District Council

## **The Ombudsman's final decision**

Summary: Ms A complains the Council mishandled her homeless application which led to her missing out on an offer of accommodation she would have otherwise accepted. There was fault by the Council which caused Ms A injustice.

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## **The complaint**

1. Ms A complains Forest Heath District Council mishandled her homeless application which led to her missing out on an offer of accommodation she would have otherwise accepted. Its decision that she had refused the offer, and that it had discharged its duty to her, was based on inaccurate information. As a result of the Council's failings there was delay in her obtaining her own accommodation and she had to live with friends and in temporary hostel accommodation until the Council rehoused her.

## **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. If there has been fault, the Ombudsman considers whether it has caused an injustice and if it has, she may suggest a remedy. (*Local Government Act 1974, sections 26(1) and 26A(1)*)

## **How I considered this complaint**

3. In considering the complaint I spoke to Ms A and reviewed the information she and the Council provided. Both Ms A and the Council were given the opportunity to comment on my provisional view.

## **What I found**

4. Threatened with eviction from her private rented accommodation, Ms A completed a homelessness application and the Council accepted it had a duty to provide accommodation for her and her children in accordance with the 2006 Housing Act.
5. On 3 May 2013 the Council sent her a letter confirming this and that she had been included on the Housing Register. The letter went on to say "If you refuse an offer of permanent accommodation from the Housing Register without a very good reason, the Council will not make you another offer as a homeless applicant". Ms A says she did not receive this letter.
6. Ms A began to bid for properties using the choice based letting system. On 27 June an officer explained to her that she should be bidding for 2 and not 3

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bedroom properties. When told Ms A had a dog with whom she wanted to be housed the officer told her the Council's duty was to house her family but not her dog and that if placed in temporary accommodation she would not be able to take the dog with her.

7. The Council identified Flat X as permanent accommodation to discharge its housing duty to Ms A and she was orally offered it on 3 July. On 15 July Ms A viewed the flat but turned it down as unsuitable for her family and because she could not take her dog. She submitted a review request challenging the suitability of the offer the next day. On 18 July she received a letter dated 15 July advising her she would be made an offer of the tenancy of Flat X and that if she refused it the Council would no longer have a duty to provide her with accommodation.
8. Having received the letter Ms A called the same day to explain she wanted to withdraw her refusal of the offer but the Council told her it was too late to do so.
9. Ms A received a letter from the Council dated 24 July which advised her it had received her refusal of the offered flat. In error Flat X was referred to as Flat Y which was an identical flat in the same block also advertised at the same time. Ms A asked the Council what her options were now and she was told she could be helped with accommodation in the private sector.
10. In the meantime, on 19 July, the Council identified another family for nomination of Flat X and it was later offered to them in August. The Council reviewed its decision of the offer of Flat X to Ms A but the offer was deemed suitable and her review failed.
11. At the end of July Ms A went to the Council and told officers she was going to be made homeless at the beginning of August. The Council made enquiries but told her it was unable to assist her other than to refer her to Social Services.
12. At the end of August, following her eviction from her property, Ms A presented herself as homeless but she was told the Council's duty had been discharged with the offer of Flat X. Ms A then moved in with a friend and lived with her until the beginning of March 2014 when she presented herself as homeless again because her friend could no longer accommodate her.
13. Two days later the Council placed her in temporary accommodation and subsequently accepted her as homeless. It has since offered Ms A permanent accommodation and she has just moved in to it, taking her dog with her.

### **Analysis**

14. When Ms A initially began bidding for properties she did so unaware that it should have been for 2 and not 3 bedroom properties. The Council did not make clear her bedroom entitlement when it first accepted her on to the bidding scheme and it was not until late June that Ms A became aware of this when it was pointed out by an officer who also told her she would not be able to take her dog.
15. There was fault by the Council in its handling of the offer of Flat X. It made an oral offer to Ms A on 3 July but did not send out the formal offer letter until 15 July. By the time the letter was received Ms A had viewed the flat and rejected it. However, when she received the offer letter, and read this would be the only offer from the Council, she sought to withdraw her refusal. Given its delay in sending out the offer letter, it should have considered reoffering her the flat. At this stage the family that eventually accepted it had not been identified and the flat had not been allocated.

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16. Ms A has told me she knew she should not refuse the Council's final offer but that it was not made clear to her that the offer of Flat X was the only and final offer. She says she took advice from the Citizens Advice Bureau who told her the final offer had to be in writing. While the Council may say it had adequately explained to Ms A the consequences of refusing the offer, the Council's position is weakened because it did not send out the formal offer letter until 15 July and by the time she received it Ms A had already refused the flat and requested a review.
  17. As Ms A took action to try and withdraw her refusal of the offer as soon as she received the letter, it is reasonable to assume she would have accepted the property at the outset had she been aware of the consequences of refusing it.
  18. Once the Council decided it had discharged its duty with the offer of Flat X, Ms A was left to make her own accommodation arrangements. Concerned about the repercussions of the involvement of Social Services, Ms A had to move into overcrowded accommodation with her friend and stayed here between August and March 2014.
  19. When Ms A presented herself as homeless again in March there is a dispute as to whether she was offered and refused interim accommodation or whether she said she could stay at her friend's a couple more nights. I do not intend to further consider this matter as Ms A was given temporary accommodation and she was able to stay with her friend a couple more nights.

### **Agreed action**

20. There was fault by the Council which caused Ms A injustice as she was unable to take Flat X and had to live in overcrowded accommodation with her friend's family until the Council decided to accept her as homeless again. For this, and her stress and time and trouble in pursuing matters, I proposed to the Council that it consider paying Ms A compensation of £1,000. The Council has agreed to my proposal.

### **Final decision**

21. There was fault by the Council which caused Ms A injustice. As the Council has agreed to my proposal to settle the complaint by paying Ms A £1,000 the Ombudsman will not investigate it further.
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### **Investigator's decision on behalf of the Ombudsman**