

**Report by the Local Government and Social Care
Ombudsman**

**Investigation into a complaint about
London Borough of Tower Hamlets
(reference numbers: 23 012 189 & 23 013 310)**

16 September 2024

The Ombudsman's role

We independently and impartially investigate complaints about councils and other organisations in our jurisdiction. If we decide to investigate, we look at whether organisations have made decisions the right way. Where we find fault has caused injustice, we can recommend actions to put things right, which are proportionate, appropriate and reasonable based on all the facts of the complaint. We can also identify service improvements so similar problems don't happen again. Our service is free.

We cannot force organisations to follow our recommendations, but they almost always do. Some of the things we might ask an organisation to do are:

- > apologise
- > pay a financial remedy
- > improve its procedures so similar problems don't happen again.

We publish public interest reports to raise awareness of significant issues, encourage scrutiny of local services and hold organisations to account.

Section 30 of the 1974 Local Government Act says that a report should not normally name or identify any person. The people involved in this complaint are referred to by a letter or job role.

Key to names used

Mr X	The complainant
Ms Y	A relative
Charity A	A housing charity

Report summary

Housing: Homelessness

Adult Care Services: Assessment; Care plan

Mr X, a person with disabilities and complex needs, complained about the Council's response when he became homeless.

The Council's housing team delayed helping him when he was being evicted from private rented accommodation. It then provided him with unsuitable interim accommodation, and at times left him with no accommodation.

The Council's adult social care (ASC) team failed to ensure his care needs were fully recorded and did not work proactively with its housing team to ensure any housing provided would meet his assessed care needs. He did not receive any support for his care needs after the morning call on the day he was evicted and on another weekend when he had no accommodation.

As a result of Council failings, Mr X was caused considerable stress and worry over many months before being evicted, had to sleep in his car for a weekend when the Council failed to provide housing, slept in his car for several weeks when it provided unsuitable accommodation and did not always receive his care package. Mr X said the lack of support with housing and his care needs adversely affected his mental and physical health, which meant he spent several weeks in hospital.

Finding

Fault found causing injustice and recommendations made.

Recommendations

The Council must consider the report and confirm within three months the action it has taken or proposes to take. The Council should consider the report at its full Council, Cabinet or other appropriately delegated committee of elected members and we will require evidence of this. (Local Government Act 1974, section 32(2), as amended)

The Council has agreed to also take the following action within three months of the date of this report:

- apologise to Mr X for the injustice caused by the failings identified. The Council should have regard to our Guidance on remedies, available on our website, which provides guidance on effective apologies;
- pay him £8,500 to remedy the stress and worry, and the impact on his mental and physical health. (This was calculated based on 14 months of delay and/or unsuitable accommodation from October 2022 to January 2024 at £500 a month. This is higher than the usual scale of £150 to £350 a month set out in our Guidance on remedies to reflect the significant injustice caused and his vulnerability, plus a further £1,500 for the impact on Mr X's dignity and health caused by the missed care and support);
- pay him a further £424.50 to remedy the avoidable court costs he incurred;
- pay him a further £1045 to reimburse Mr X for removal costs and £259 for storage costs;

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- liaise with Mr X to agree appropriate action to clear any sums owed in relation to parking tickets received as a result of parking close to the accommodation as he could not walk any further;
 - remind relevant housing staff of the need to consider whether there are others who could reasonably be expected to live with an applicant. If the Council decides not to include other people in the applicant's household, it should write to the applicant with its decision, setting out its reasons;
 - remind relevant housing staff that interim and temporary accommodation should be suitable for the applicant and their household, which includes ensuring they can receive care in line with their assessed needs;
 - review its process for rebooking interim and temporary accommodation to ensure that it provides appropriate reasonable adjustments for disabled applicants, who would otherwise have difficulty attending its offices for the time required for this;
 - remind relevant housing staff of the need to contact the Council's ASC team if an applicant who is receiving a care package is being moved to alternative accommodation and, unless there is a genuinely urgent need to move quickly, to give the ASC team sufficient notice so the care package can be transferred so there is no interruption in care. If there is an urgent need to move the applicant, the Council should record the reasons it could not give advance notice to its ASC team;
 - share a summary of the learning from this decision, as well as the full report, with relevant officers in its housing and ASC teams to ensure that lessons are learned from what went wrong in this case and consider what steps can be taken to ensure the two teams work more effectively together in future to prevent recurrence of the faults identified; and
 - review how it provides services to homeless people with care needs, which is reported to a relevant committee of elected members.

Before finalising this report, the Council carried out a fresh assessment of Mr X's care needs, in which it set out its reasons for concluding he did not have overnight care needs. Therefore, we did not need to make a formal recommendation about this.

The Council has recently agreed on another complaint to us to remind officers about the contents of paragraph 6.35 to 6.38 of the Homelessness Code of Guidance for Local Authorities, and to provide evidence of the action it is taking to procure interim accommodation in its area, so no further recommendations are needed here about those matters.

The complaint

1. Mr X complained the Council's housing team delayed helping him when he told it he was being evicted from private rented accommodation, provided unsuitable interim and temporary accommodation, and left him without any accommodation over one weekend.
2. Mr X also complained the Council's adult social care (ASC) team failed to ensure his care needs were fully documented in his needs assessment and support plan, did not work proactively with the Council's housing team to ensure any housing provided would meet his care needs, and failed to support him with the practicalities of moving on the day he was evicted.
3. Mr X said that, as a result of Council failings, he was caused considerable stress and worry over many months before being evicted, had to sleep in his car for a weekend when no housing was provided, slept in his car for several weeks when unsuitable accommodation was provided and did not receive his care package. He also lost the support of Ms Y, who he said was helping him with his overnight care needs. He said the unsuitable accommodation and lack of support with his care needs adversely affected his mental and physical health, which meant he spent several weeks in hospital.

Legal and administrative background

The Ombudsman's role and powers

4. We investigate complaints about 'maladministration' and 'service failure'. In this report, we 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. We refer to this as 'injustice'. If there has been fault which has caused an injustice, we may suggest a remedy. (Local Government Act 1974, sections 26(1) and 26A(1), as amended)
5. We consider whether there was fault in the way an organisation made its decision. If there was no fault in how the organisation made its decision, we cannot question the outcome. (Local Government Act 1974, section 34(3), as amended)
6. We cannot investigate late complaints unless we decide there are good reasons. Late complaints are when someone takes more than 12 months to complain to us about something a council has done. (Local Government Act 1974, sections 26B and 34D, as amended)
7. The law says we cannot normally investigate a complaint when someone could take the matter to court. However, we may decide to investigate if we consider it would be unreasonable to expect the person to go to court. (Local Government Act 1974, section 26(6)(c), as amended)
8. We cannot investigate a complaint if someone has started court action about the matter. (Local Government Act 1974, section 26(6)(c), as amended)
9. When considering complaints, we make findings based on the balance of probabilities. This means that we look at the available relevant evidence and decide what was more likely to have happened.

What we have and have not investigated

10. Mr X complained to us in November 2023. At that point he had not made a formal complaint to the Council, although Charity A, a housing charity supporting Mr X, did make a formal complaint on his behalf later that month. Although the Council's complaints process had not been completed, we decided to investigate due to Mr X's vulnerability and the urgent nature of the complaints made.
11. We also decided to investigate the period from October 2021 when Mr X first told the Council he was being evicted. This was because Mr X had good reasons for not complaining earlier as he was dealing with the eviction and ongoing health issues. Our investigation covers matters from October 2021 until March 2024 when the Council identified alternative temporary accommodation for Mr X.
12. Mr X's relative, Ms Y, was also affected by some of the events in this period. We have considered any faults causing injustice to Ms Y in a separate investigation.

How we considered this report

13. We produced this report after examining relevant documents including documents provided by Mr X and Charity A and the documents provided by the Council in response to our targeted enquiries.
14. We gave Mr X, Charity A, and the Council a confidential draft of this report and invited their comments. We considered their comments before finalising this report.

What we found

What happened

October 2021 to October 2023 - Mr X's eviction

15. Mr X was living in private rented accommodation. He was the sole tenant. He has complex physical and mental health needs and has a care and support plan provided by the Council's adult social care (ASC) team. Mr X also has difficulties with reading and writing.
16. Mr X contacted the Council in October 2021 after his landlord issued a section 21 notice, requiring him to leave the property.
17. After receiving a copy of the section 21 notice, the Council said a housing officer contacted Mr X's landlord, but it had no record of this. The Council decided it owed him a prevention duty because he was at risk of homelessness.
18. The housing team asked the Council's ASC team about Mr X's care package. The ASC team confirmed Mr X had been assessed as needing four visits a day with two care workers on each occasion. The care package included providing support with showering and changing clothes, food shopping and preparation, changing incontinence pads, and prompting him to take prescribed medication. In November 2021, the Council's medical advisor said Mr X's combination of medical needs meant he was vulnerable.
19. As the original section 21 notice was not valid, the landlord issued another which said Mr X must leave the property in January 2022. Mr X did not leave the property because he had nowhere to go.

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20. In May 2022, Mr X's GP told the Council Mr X was having to pay for overnight care because he needed help with his medication, to manage his incontinence and to help him with a machine that helps with his breathing. Mr X said the Council refused to pay for his overnight care needs so his relative, Ms Y, moved in to help him overnight. The Council's care plan for Mr X did not state he needed overnight care.
 21. Also in May 2022, Mr X contacted the Council again as he had received a further formal notice about the eviction. The Council's record shows it advised him to remain in the property. In June, the Council told Mr X not to leave the property "until a valid notice of eviction is obtained from court".
 22. In June 2022, Charity A, a housing support charity, asked the Council to confirm what steps it was taking to help Mr X. A housing officer replied that the options for Mr X were to find private rented or supported living accommodation. They said: "I have advised him to continue to occupy until a valid notice of eviction is obtained from court".
 23. In early September 2022, the ASC team reviewed Mr X's care needs. The record said he:
 - needed to use asthma pumps and a machine that helps with his breathing at night "but it was unclear how often he was using either of them";
 - needed to take his overnight medication with food but needed help to prepare food;
 - was doubly incontinent and that due to his decreased mobility and dexterity, he was not able to change the pads independently;
 - was not confident using the stairs to his property as he was at risk of falls;
 - needed prompting to take medication and that he could not read or write so was not sure which medication was which from the boxes;
 - had been provided with incontinence pads and that Mr X reported Ms Y "has been staying with him in the nighttime and she prepares an evening meal. She also gives him pain medication at 2am"; and
 - reported he was being evicted from his property and was being supported by the housing team and Charity A.
 24. On 7 October 2022, Charity A told the housing team Mr X had received a Claim for Possession, and it provided a copy. The Council replied that Mr X's case "would be presented to the Council's Temporary Accommodation Panel for consideration" as soon as it received further documents. The Council says its Temporary Accommodation Panel, which meets twice weekly, is an informal case management process where officers can meet with managers to discuss individual cases.
 25. Records show Charity A provided medical information, an updated health and vulnerability assessment form, the September 2022 care and support plan, and an updated homelessness application in early December. The new homelessness application stated Ms Y was also part of the household and it was signed by Mr X and Ms Y.
 26. In January 2023 the court made an **Order for Possession**, requiring Mr X to leave the property by 2 February. It also required him to pay the landlord's costs of £424.50 by the same date. Charity A sent the Council a copy. Charity A explained Mr X had complex needs and would need a carefully planned move.

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- Charity A explained Mr X lived in a two bedroom property to enable him to receive overnight care, and he received housing benefit for a two bedroom property.
27. In March 2023, Mr X's social worker, said Mr X did not need a residential care home because, although he was at risk of falls, he did not need 24 hour care. The social worker said Mr X's GP had suggested his day-time care workers could make a sandwich or snack for him at the evening call, which Mr X could eat around midnight before taking his medication.
 28. In August 2023, Charity A sent a copy of a **Notice of Eviction** Mr X had received to the Council's housing team. This stated Mr X would be evicted on 11 October. The Council replied, amongst other things, that:
 - Ms Y was not included on the homelessness application and the Council did not owe her a prevention duty; and
 - it may be able to arrange temporary accommodation, but that was subject to availability and may not be in the Council's area.
 29. On the same day, Charity A, asked Mr X's social worker, to provide a letter explaining the support Ms Y provided for Mr X, support which was not currently in his care plan. Charity A said: "As discussed when we met, she helps [Mr X] with his [machine to assist with breathing], medication management, and continence care through the night. Naturally, we must take into account the fact that, were [Mr X] not be able to live with [his relative], arrangements would have to be made for his care to be provided by other means".
 30. A few days later, the Council's housing officer asked Charity A to arrange for Mr X to complete a Supported Housing Common Referral form. Supported housing is a combination of housing and services to those who are vulnerable. Mr X's social worker completed the form and sent it to the housing team a few days later.
 31. On 4 September, the Council accepted a **relief duty** for Mr X because it was satisfied Mr X was homeless and eligible for housing assistance. The relief duty usually lasts for 56 days.
 32. On 26 and 29 September, Charity A sent emails to Mr X's social worker and Council managers expressing concern there had been no developments about a planned move for Mr X. Charity A said it had provided extensive medical evidence to show it felt bed and breakfast accommodation was not suitable accommodation for Mr X.
 33. On 27 September, the Council's housing officer emailed various Council officers, including Mr X's new social worker. This noted Mr X was due to be evicted on 11 October and "would be homeless from that day". It said, based on its housing assessment, Mr X was "not going to benefit from our service" which used private rented accommodation to prevent homelessness, and would mean the accommodation may not be suitable or adequately meet his care needs, and there was a high chance he would be moved frequently. The housing officer suggested Mr X's care plan should be reviewed and a referral for "extra care" housing to be made to meet Mr X's support needs.
 34. On 5 October, Mr X's new social worker forwarded that email to Charity A, noting the housing team's view that it could not help Mr X. The social worker confirmed they had made referrals to some "Extra Care Sheltered Housing" as this seemed the best option for Mr X "for now". Mr X visited an extra care setting, but it was not suitable for his needs. Charity A, which supported him during the visit, told us the facility was concerned it could not meet Mr X's overnight care needs.

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35. On 9 October, Charity A sent a further email to Council managers expressing concern that a vulnerable adult was about to be left homeless. The following day Charity A reminded the Council Mr X had complex needs and would be homeless the next day.

After the eviction- the first interim accommodation

36. On 11 October 2023, Mr X was evicted. He received the first of his four care calls that morning but did not receive further calls that day. The Council's ASC team did not know where Mr X would be accommodated and advised him to let the care provider know when he had an address.
37. During the day, as Mr X was being evicted, Charity A sent a series of emails to various Council managers to remind them this was happening. In particular, Charity A expressed concern that the Council had not:
- confirmed it would provide accommodation for Mr X and Ms Y that day, despite being aware of Mr X's complex needs; and
 - helped Mr X to pack up his belongings, or to arrange for removal and storage. Charity A said Mr X had been forced to borrow money from family members to arrange removal and storage.
38. Although the Council later told us it had referred the case to its Out of Hours team, Mr X said no-one called to offer him accommodation that day. Charity A arranged accommodation for Mr X and Ms Y for the first night after the eviction.
39. The following day, Mr X attended the Council's offices at 10am. He was not seen by a Council officer until late afternoon, despite Charity A sending further emails to the Council. The Council allocated the case to a different housing officer and confirmed at 6:25pm that it had arranged **interim accommodation**, bed and breakfast accommodation, for Mr X and Ms Y. Whilst waiting at the Council offices, Mr X was not able to receive his care package, including the help he needed with food and medication.
40. The Council's suitability of accommodation and risk assessment form, which it used to decide whether the interim accommodation it had identified was suitable, set out Mr X's medical needs, including his respiratory issues. It stated he needed ground floor accommodation or level access. It did not include information about his care package, and there is no record of any contact with the ASC team to arrange for the care package to be transferred to the interim accommodation.
41. The Council said it booked a family room, but the room had one double bed and a sofa. Mr X said he had to sleep on the sofa so Ms Y could use the bed. There was nowhere for the care workers to prepare food, and the Council did not include a food package with the booking. Mr X said this meant he could not take all his medication as some of it had to be taken with food and his care workers could not provide food for him. The room was booked for one week, following which Mr X had to attend the Council offices for rebooking. Charity A told us this involved spending most of the day in reception waiting to be seen, during which time Mr X's care needs were not met. The first two occasions Mr X had to do this, the Council reminded him he needed to do so.
42. The Council carried out another needs assessment of Mr X in October 2023, shortly after he moved to bed and breakfast accommodation, which noted Mr X "has declining mobility and experiences frequent falls". It also stated he was doubly incontinent. It reported Mr X had said Ms Y helped him with his overnight care including with his machine to help with breathing and medication, helping

him if he falls, changing his pads frequently overnight, and supporting him emotionally. This assessment confirmed Mr X could be accommodated in mainstream housing.

43. Charity A, whose officer attended the review of Mr X's care needs in October 2023, provided its contemporaneous record of the review, which includes some information not in the Council record, including that:
- Mr X was frightened when he was alone at night, was awake a lot and fell frequently. He had a fall on his first night in interim accommodation and Ms Y had helped him;
 - the manager from the care provider said they had seen an improvement in Mr X's wellbeing since Ms Y moved in with him. For example, the care provider used to get lots of calls in the night about Mr X's medication, but these had stopped, and Mr X was also eating better. They said they would be happy to write a letter setting out the benefits they had observed;
 - the care provider also reported they had previously tried leaving Mr X's medication out for him in the evening, but this had not worked, and care workers found the tablets still in the cup the next morning. Also, some medication was "as required", rather than scheduled, which complicated matters; and
 - it was agreed that Mr X's needs were "clearly such that the support of [Ms Y] is crucial to him" and that his needs were at a "quite high level and increasing".
44. On 18 October, the Council's housing team said:
- it would not provide accommodation for Ms Y beyond 27 October as it was not a joint homelessness application;
 - Mr X's care plan did not specify that he needed overnight care. It suggested Ms Y could help him with his care needs shortly before he went to sleep;
 - Mr X's care plan would be considered when arranging long term housing; and
 - it would move Mr X's belongings to its own storage location if Mr X completed and returned an inventory form, but explained Mr X would not have access to anything stored there until permanent housing was obtained.
45. On Friday 27 October, Mr X should have attended the Council's offices for the room at the bed and breakfast to be rebooked. The Council did not remind him and he overlooked this. This meant the booking ended and Mr X and Ms Y had to leave the accommodation. Mr X told us he contacted the Council's Out of Hours team, but was told nothing could be done about this until Monday, when he could return to the Council's offices to arrange for the accommodation to be rebooked. Mr X said he and Ms Y had to sleep in their cars with all their belongings for two nights. During that period he was not able to have care calls.
46. The Council says where accommodation bookings are for a fixed number of days, all homeless applicants had to attend its offices to rebook the accommodation, and this had been explained to Mr X. It says it is now looking at changing the way it does this so that applicants who are able to receive and sign documents remotely do not need to physically attend its offices.

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47. On the Monday, Mr X went to the Council offices and the Council rebooked interim accommodation for Mr X at the same bed and breakfast as before. It did not arrange accommodation for Ms Y. Mr X said that as a result, Ms Y had to stay with another relative outside the Council's area and could no longer help him overnight. She was also only able to visit Mr X once each week due to the petrol costs of making the journey.
48. In early November, Charity A sent further emails to the Council in which it:
- repeated Ms Y provided care to Mr X overnight and said Mr X's new social worker could confirm this;
 - confirmed Ms Y had lived with Mr X for 18 months, and they wanted to continue living together. The homeless application should include Mr X and those who could reasonably be expected to live with him, which included Ms Y;
 - argued that Ms Y was entitled to homelessness assistance in her own right, which had not been given;
 - expressed concern that Mr X was not receiving his full care package as care workers had no access to a kitchen. This meant he could not take all his medication as some of it needed to be taken with food; and
 - said it was not appropriate for the Council to require Mr X to attend its offices to rebook his bed and breakfast accommodation each week, given his level of care needs, which could not be met when he was waiting at the Council's offices.
49. The Council replied that Mr X was a sole tenant and when he got a new tenancy, Ms Y could support him there. The housing officer tried to contact Ms Y but was not able to speak to her.
50. A few days later, the Council confirmed it had an up-to-date care and support plan for Mr X. It said: "we will consider this when we are looking for long term housing".
51. Mr X attended the Council offices again on Friday 10 November so it could rebook his accommodation. Charity A emailed the Council at just after 3pm to say Mr X had been at its offices since 10:30am and was still waiting. His care needs were not being met during this time. Later that day, without prior notice, the Council moved Mr X to alternative interim accommodation at a bed and breakfast outside its area.

The second interim accommodation

52. We spoke to Mr X on Monday 13 November. He told us the new accommodation outside the Council's area was too far away for the care agency to continue to provide his care. Despite the distance, care workers had tried to provide care on the Saturday but were not able to do so in that setting because:
- there was no kettle and no kitchen facilities, so they were not able to help Mr X with food preparation. This meant Mr X could not take all his medication; and
 - the shower was too small to allow access for Mr X and a care worker, so they could not help him to shower, and the new accommodation did not provide towels. (Mr X's belongings were in storage and could not be accessed.)
53. Mr X also told us:
- he had not eaten or taken his medication since Friday, nor had he been able to shower or change his clothes;

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- the room was on the ground floor, but the window did not fully close because there was no latch. This meant the room was cold and Mr X did not feel secure. And he had no way to secure his belongings if he left the room;
 - as he did not feel safe in the room, he had been sleeping in his car, which was very cramped because he had all his day-to-day belongings in the car with him. Sleeping in the car also aggravated his back issues; and
 - he had contacted the Council's Out of Hours team on Saturday to explain the situation and ask if he could move back to the previous accommodation but was told nothing could be done until Monday.
54. The Council's record for Mr X's call to its Out of Hours team recorded that a social worker had contacted Mr X's care provider to authorise additional travel time for care workers. On this basis, the care provider confirmed it would make care calls over the weekend, including providing some hot food using thermos flasks. The social worker's record also stated: "It is of serious concern that the current out of area placement does not sound to be suitable for a man with such complex health needs requiring a care package of double handed care 4 x daily. Please can Housing and Social care urgently review this situation/placement".
55. We were very concerned by what Mr X told us when we first spoke to him and tried to contact the Council about the situation. As we could not speak to anyone, we made an urgent safeguarding referral. A council must make enquiries if it thinks a person may be at risk of abuse or neglect and has care and support needs which mean the person cannot protect themselves.
56. The Council arranged a **multi-agency safeguarding meeting** the following day, at which it decided safeguarding enquiries were needed (section 42, Care Act 2014). The record of the meeting stated:
- when Mr X was first placed into this interim accommodation, there was no care and support put in place for him;
 - Mr X now had a care package, but was reluctant to use it;
 - when he first moved to the room, the window latch was broken, and Mr X found cockroaches in the room. This had been addressed but Mr X was still reluctant to use the room and said he had been sleeping in his car. This was affecting his health and wellbeing; and
 - Mr X was getting parking tickets because although he had a disabled badge, he was parking on double yellow lines. He was doing so because otherwise he could not manage to walk the distance from his car to the room provided.
57. Charity A, which attended the safeguarding meeting, told us they had explained to the Council that Mr X was not refusing care, but the care could not be provided in that accommodation. Charity A confirmed to the Council that Mr X had not been able to wash or change his clothes and had been incontinent of urine three times but had been unable to change his jeans. Charity A said Mr X reported he had not had his medications for four days and it was unclear what he had been eating.
58. Two days after the safeguarding meeting, Charity A and Mr X's social worker visited Mr X, following which Charity A emailed the Council to report further concerns. These included that the latch on the window had not been fixed, and that, although there was a communal kitchen, Mr X could not use it because no kitchen equipment was provided, and Mr X's belongings were in storage and could not be accessed. Charity A again explained the support Ms Y had been providing, including helping Mr X manage his mental health issues. On the same

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- day, Charity A made a formal complaint to the Council on behalf of Mr X, and a new care agency accepted a contract to provide care for him from the 9:30pm visit.
59. In response to further emails from Charity A about this interim accommodation, the Council's housing team replied that whilst bed and breakfast accommodation was not ideal, due to the housing crisis, it could not move Mr X to alternative accommodation. It would check with the provider about the cockroach infestation, but it refused to reimburse Mr X for the private storage costs he incurred when he was first evicted because it was not the Council's policy to do so. Although some action was taken to address the cockroach infestation, it was not resolved.
60. There was a further professionals meeting on 6 December, which discussed:
- a housing officer helping Mr X to complete a fresh housing register application so he could bid for social housing;
 - Mr X's difficulties living outside the Council's area, including that in addition to the unfamiliarity, Mr X was not able to read road signs. Therefore, he was returning to the Council's area during the day, where he felt safer;
 - the difficulty of establishing whether Ms Y had lived with Mr X, including that Mr X was getting a single person discount on his Council Tax at that property; and
 - that it would take a long time to identify a two bedroom property, but if Mr X was housed as a single person, it was likely he could be rehoused within a month.
61. The document recording the outcome of safeguarding enquiries stated that a professionals meeting on 11 December "acknowledged Housing had fallen short of their statutory responsibilities in providing [Mr X] with accommodation under housing legislation". It also recorded that the out of area temporary bed and breakfast accommodation was inappropriate "as there were issues with cockroaches and [Mr X] was receiving multiple parking tickets as he was unable to move his car. [Mr X] has been spending overnight in his vehicle and therefore impacts on his own health and wellbeing as well as unable to receive personal care and access hot meals which impacts on him taking medication".
62. On 12 December, the Council **accepted a main housing duty**. This meant it was satisfied Mr X was homeless, eligible for housing assistance, in priority need and not intentionally homeless. At this point, Mr X's interim accommodation became temporary accommodation. This means that, although he stayed in the same accommodation, he now had the right to ask for a statutory review of its suitability.
63. Mr X was admitted to hospital several times in December and was admitted for several weeks from mid-January 2024. Whilst he was in hospital, the Council accepted it was not appropriate for Mr X to return to the out of area bed and breakfast accommodation.
64. In mid-February, the Council identified **alternative temporary accommodation** that may be suitable for Mr X. This was a ground floor one bedroom studio flat. Mr X was concerned about accepting this as Ms Y would not be able to live with him and the Council had not agreed to provide overnight care. The ASC team said it would carry out a reassessment to decide if the proposed accommodation was suitable for him, but not until after Mr X moved to the alternative accommodation. There was a delay for a few weeks, following which Mr X and an officer from Charity A viewed the studio flat. Charity A told the Council it was not

suitable because Mr X would not be able to park close enough. In March, when Mr X was discharged from hospital, he indicated a preference to return to the same bed and breakfast accommodation he lived in when he first became homeless, which the Council was able to arrange.

Information from the Council

65. In response to our enquiries about the housing team, the Council:
- accepted it is good practice to provide interim accommodation when a valid section 21 notice has expired but said the failure to do so was not unlawful. It said there were challenges for the team at the time, including staff absences, but it recognised “some learning from this oversight”;
 - said it considered Mr X’s medical needs when it arranged interim accommodation. The main need it identified was for the accommodation to be either on the ground floor or in a building with a lift; and
 - said it considered the out of area alternative bed and breakfast accommodation for Mr X in November 2023 was suitable because there was access to shared cooking facilities, and it was within 60 minutes drive, which was in line with its temporary accommodation policy in relation to applicants with care needs.
66. In response to our enquiries about the ASC team, the Council said:
- social workers had liaised with the housing team to remind them of the need to meet Mr X’s housing needs so that his care and support could be provided in a safe and dignified manner. They were proactive in advocating for Mr X with the housing team “in trying to support him to change accommodation when it was deemed unsuitable for his needs”;
 - the housing team did not inform the ASC team of the move to interim accommodation out of the Council’s area. However, as soon as it was aware the ASC team did authorise additional time for care workers to travel to meet Mr X’s needs, until an alternative care provider was identified; and
 - it has not been able to verify Mr X’s overnight needs. It said social workers had not seen Ms Y at the property when visiting and the care agency that provided daytime care had also not seen her at the property. The Council had attempted to speak to Ms Y in late July, early August, and early September 2023, but had not been able to do so.

Conclusions

Our findings - housing

67. Part 7 of the Housing Act 1996 and the Homelessness Code of Guidance for Local Authorities (the Code) set out councils’ powers and duties to people who are homeless or threatened with homelessness.
68. The Code (at paragraph 6.35) says it is unlikely to be reasonable for an applicant to continue to occupy their property beyond the expiry of a section 21 notice, except where the Council is taking steps to persuade the landlord to allow the applicant to continue to occupy whilst alternative accommodation is found.
69. There is no dispute that Mr X has complex medical needs, is vulnerable if made homeless and was therefore in priority need.
70. There was a valid section 21 notice issued in December 2021, which expired in January 2022. There was no prospect of the landlord extending the tenancy

because the landlord issued a new notice and acted on that when the first was invalid. And there is no evidence the Council was taking steps to persuade the landlord to allow Mr X to continue to occupy whilst it or Mr X identified alternative accommodation. On balance, therefore, if the Council had properly considered the matter, taking account of the requirements of the Code and Mr X's vulnerability and care needs, it would have decided it had reason to believe Mr X was homeless and eligible for assistance in late January 2022. The failure to properly consider this and make enquiries was fault. On balance, if it had made enquiries, it would then have decided it owed Mr X a relief duty.

71. Further, the Council had reason to believe Mr X was in priority need because he was vulnerable so it should have offered interim accommodation in late January 2022. The failure to do so until October 2023 was fault and amounted to gatekeeping. There is also no evidence it made a referral to the relevant team to help Mr X to find suitable alternative private rented sector accommodation, and this was also fault.
72. The Council had further opportunities to consider taking both of those actions in May 2022 and again in June 2022. It did not do so, and this is further fault.
73. The Council's housing team knew in November 2021 that Mr X had complex medical needs, and a care package. From January 2023, Charity A repeatedly explained Mr X had complex needs and said he needed a managed move. But the housing team did not consult its ASC team about the type of accommodation that would be suitable for Mr X to meet his care needs nor explored the possibility of supported accommodation until August 2023. This was much too late to source supported accommodation before Mr X was evicted. The Council should have acted sooner. Failure to do so was fault.
74. Also in August 2023, the Council told Charity A Ms Y was not included on the homelessness application and the Council did not owe her a housing duty. This was despite Mr X completing a fresh application at the Council's request in December 2022 in which he stated Ms Y was part of his household. The Council did not explain why it did not accept she was someone who normally lived with Mr X as a member of the family. This was fault. The Homelessness Code of Guidance (section 6.7) says the Council does not need to consider whether it is reasonable for someone already living with an applicant as a member of the family to continue to do so.
75. There is conflicting evidence about whether Ms Y lived with Mr X, although on balance the evidence shows she was providing some support and Mr X had included her in the homelessness application in December 2022. However, even if the Council did not accept that Ms Y lived with Mr X as a member of his family, it had to consider whether she nonetheless could be reasonably expected to live with him. The Council accepts it therefore had a duty to make enquiries and provide interim accommodation for Mr X and Ms Y together whilst it did so. Its failure to do so from 27 October 2023 was fault. This caused an injustice to Mr X because he no longer had Ms Y's support. (The injustice to Ms Y has been considered separately.)
76. On 27 September 2023, the housing team said it could not help Mr X and suggested the ASC team should make a referral to an "extra care setting". It said this was because the service used private rented accommodation to prevent homelessness that may not meet Mr X's care needs. Mr X had been in private rented accommodation and there was no indication he could not continue to live in that type of accommodation, provided it was suitable for his needs, and he

could receive his care package there. Although there is always the possibility of moves, interim and temporary accommodation should be suitable for the applicant. Late September was much too late for an extra care setting to be identified. For all these reasons, the advice given in late September was poor, and amounted to fault.

77. We have not seen any evidence of a discussion with the Temporary Accommodation Panel or any steps to identify suitable interim accommodation for Mr X until the day of his eviction in October 2023. This was fault. Although the Council said it offered bed and breakfast accommodation in the evening of the day Mr X was evicted, we have not seen any case records to support this. On balance, as Charity A arranged accommodation for Mr X and Ms Y for the first night after they were evicted, we are persuaded the Council did not make this offer. The Council's failure to provide interim accommodation on the day Mr X was evicted was fault.
78. Where a council owes or has owed certain housing duties to an applicant, it must protect the applicant's personal property if there is a risk it may be lost or damaged. (Housing Act 1996, section 211, Homelessness Code of Guidance chapter 20.) The Council did not offer help with Mr X's removals and storage, which was fault because he is a vulnerable adult. However, we have not seen any record Mr X or Charity A asked for this until the day of his eviction. The duty to assist with storage only applies where the homeless applicant is not able to secure their belongings themselves. In this case, Mr X said he was not able to pay for this and had to borrow money from family and friends to do so. The Council later accepted a storage duty and moved his belongings to Council storage but refused to reimburse Mr X for the cost of private storage he incurred before that offer. The lack of advice to Mr X was fault, so we will recommend a remedy.
79. The Council arranged bed and breakfast accommodation for Mr X and Ms Y from 12 to 27 October. This was a family room with one bed and a sofa. There was also nowhere for care workers to prepare food, which was a key part of Mr X's care package, and no food package had been included with the booking. Although accommodation may be suitable for a short time, which is not suitable for a longer period, on balance, this accommodation was not suitable. Providing unsuitable interim accommodation was fault.
80. In addition, because the accommodation was arranged late on 12 October, the lack of notice to the ASC team meant it was not able to arrange for Mr X's care package to be transferred immediately. This meant Mr X was without his care package for three calls on 11 October and all four calls on 12 October, which was further fault.
81. The interim accommodation was booked for a fixed number of days and the Council required Mr X to attend its offices to rebook it every week. It continued to require this despite Charity A raising concerns about the impact of this on Mr X in several emails. Mr X had to attend its offices for most of the day on each occasion, during which time his care package could not be provided. This, in turn, meant he was without food and medication and had no support with his incontinence pads while he was there.
82. Although we acknowledge the Council needed to complete the appropriate paperwork to rebook the accommodation, it also has a duty in the Equality Act 2010 to consider making reasonable adjustments where a disabled person may otherwise find it difficult to access its services. The duty is 'anticipatory'. This

means service providers cannot wait until a disabled person wants to use their services but must think in advance about what disabled people with a range of impairments might reasonably need. We find the Council did not have due regard to its duty to make reasonable adjustments in this case, which was fault.

83. On 27 October, Mr X forgot to attend the Council's offices for the accommodation to be rebooked. As a result, he was left without accommodation for two nights. The Council had a duty to provide interim accommodation for him, and its failure to do so was fault.
84. On 10 November, without advance notice to Mr X or the ASC team, the Council moved Mr X to alternative interim accommodation outside its area. Given Mr X had complex needs and a care package, this was fault. Although the Out of Hours team authorised additional travel time for the care provider over that weekend, the alternative accommodation was too far away for the care provider to continue providing the care package, and the ASC team needed to identify a new care provider. It needed sufficient notice to be able to do this.
85. Mr X reported a number of problems with the alternative interim accommodation, which have been set out above. The Council's safeguarding enquiries established the alternative interim accommodation was not suitable for Mr X. There is no evidence the Council considered how the alternative accommodation met Mr X's needs, beyond recording it had a communal kitchen and was on the ground floor. It did not consider how a person with complex medical needs, who is unable to read and write, would cope in an unfamiliar area. Although it noted the alternative accommodation was 60 minutes from Tower Hamlets, which was in line with its policy, it failed to consider whether Mr X's current care provider would be able to continue providing the care, or the impact on Mr X of a change of care provider, nor did it consult the ASC team about this. The broken latch on the room window was not fixed from November until December 2023. The cockroach infestation was not resolved by the time Mr X was admitted to hospital in January 2024. On balance, we find the alternative interim accommodation was also unsuitable for Mr X, which was fault.
86. The Council accepted a relief duty on 4 September 2023. The relief duty period is for 56 days. The Council should have accepted a main housing duty on or around 31 October. It did not do so until 12 December, which was 99 days after accepting the relief duty. The records do not indicate any good reason for not making the main duty decision in time, such as the need for additional evidence, so this delay was fault. This delayed Mr X getting a statutory right of review of the suitability of the temporary accommodation. By the time he got the right to ask for a review, he was in and out of hospital. This compounded the Council's earlier delay in accepting a relief duty, after it had enough information to have reason to believe Mr X was homeless and eligible for housing assistance in January 2022. The delay in accepting a main housing duty also affected Mr X's priority on the Council's housing register, which may delay him securing social housing. This has caused further uncertainty for Mr X.

Our findings - ASC

87. The Council's ASC team was aware from at least September 2022 that Mr X was being evicted. It provided a copy of Mr X's care and support plan to Charity A in December 2022, but there is no evidence the ASC team were liaising with the housing team about this until August 2023. Given Mr X's complex needs, we find the Council's ASC team was at fault for not being more proactive in contacting the housing team about his options between September 2022 and August 2023.

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88. Charity A, on behalf of Mr X, complained the ASC team did not help and guide Mr X with the practicalities on the day of his eviction in October 2023, despite his vulnerabilities. The Council said a social worker contacted Mr X to check on his wellbeing. Given Mr X's complex needs and the fact the ASC team had been aware for many months that Mr X was being evicted, we find the Council was at fault for not being more proactive in considering what practical support Mr X would need when he was evicted and for not contacting the housing team to check what assistance housing could provide for removals and storage.
89. Mr X stated from at least September 2022 that he had overnight care needs, which Ms Y was supporting him with. These included support with:
- managing his incontinence. Records show his GP confirmed Mr X was doubly incontinent in 2020, a care and support plan in September 2022 noted Mr X had been provided with incontinence pads, and a review of Mr X's care needs in October 2023 stated he needed help changing his pads;
 - help with using a machine to assist with breathing overnight. Records show Mr X's GP confirmed Mr X was provided a machine to help with breathing in 2020, which he needed to use at least four hours overnight, and a GP letter in August 2023 reports Mr X needing help using the mask with the machine to assist with breathing. Mr X told Charity A and also told us, that he needs help with using the machine to assist with breathing because, as a result of his difficulty with reading, he cannot reset it if he is interrupted, for example due to needing the toilet a lot at night;
 - prompting him to take medication overnight. Mr X's GP had suggested his medication could be adjusted so he took it at midnight instead of 2am, and that an alarm could be used to prompt Mr X to take it. They also suggested the care provider could make a sandwich for Mr X at the evening call, which Mr X could eat before taking the medication. However, the care provider reported in October 2023 that this had been tried but had not worked;
 - helping Mr X when he fell. Mr X told us he needs the toilet frequently at night and often falls when trying to get to the bathroom. The review of his care needs in October 2023 recorded Mr X had declining mobility and experienced frequent falls; and
 - his mental health. Mr X explained that Ms Y has helped him to stay calm and calms him when he gets emotionally aroused. Charity A reported that there were significantly fewer calls about Mr X's behaviour when Ms Y was living with him and providing emotional support.
90. However, the Council's ASC team had not assessed him as having overnight care needs. When we asked it about this, the Council said it had not been able to verify these needs and it had not been able to speak to Ms Y about what care she was providing.
91. It is unclear why the Council did not accept Mr X's account of his overnight care needs. If the Council was unclear how much support Mr X needed overnight, it could have used its reablement service to assess this or it could have arranged overnight care for an interim period so it could properly consider this. It had noted in its records of the care and support plan from September 2022 and October 2023 care needs assessment that Mr X said Ms Y was providing support to him.

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92. The failure to properly assess and record what Mr X's overnight care needs were was fault. This fault meant the Council's housing team did not have a clear picture of whether Mr X either needed Ms Y to live with him or needed an extra bedroom for a care worker. This contributed to its decision not to provide interim accommodation for Ms Y from late October. It also contributed to a delay in Mr X being discharged from hospital.

Summary of faults

93. We have found fault with the Council for:
- failing to recognise Mr X was homeless in January 2022 and considering whether it had a duty to provide interim accommodation, which amounted to gatekeeping;
 - not properly considering whether Ms Y was part of Mr X's household and setting out its decision in writing to Mr X;
 - not providing any interim accommodation on the day Mr X was evicted and for two nights in October 2023;
 - not providing suitable accommodation for Mr X from 12 October until he was admitted to hospital in mid-January 2024;
 - a delay accepting the relief and main housing duties;
 - failing to make reasonable adjustments for Mr X;
 - not considering what support Mr X would need with his care when he was homeless; and
 - a delay in properly assessing Mr X's need for overnight care and support.
94. Overall, the records show repeated failure over almost three years of the Council's housing and ASC teams to communicate effectively and work together to address Mr X's housing and care needs before January 2024 so that suitable accommodation could be identified to meet those needs.
95. The Human Rights Act 1998 sets out the fundamental rights and freedoms that everyone in the UK is entitled to. The Act requires all councils - and other bodies carrying out public functions - to respect and protect individuals' rights.
96. Article 3 gives everyone the absolute right (with no exceptions or limitations) not to be tortured or subject to inhuman or degrading treatment. Degrading treatment is treatment arousing fear, and which is capable of humiliating or debasing a person. A public authority must make sure it does not subject people to inhuman or degrading treatment and intervene to stop such treatment if they become aware of it; it must take positive steps to ensure a person is not subjected to it and investigate allegations of it. Because it is an absolute right, pressures on resources cannot be used to justify subjecting people to degrading treatment.
97. Article 8 gives a qualified right to family life. Any housing a council provides should be in a condition that does not breach article 8. In case [19 009 436](#), involving another council, we found fault that affected the complainant's family life as they had to sleep in their car, which affected preexisting medical conditions. Further, that council failed to properly explore the option of the complainant being housed with their adult daughter, which meant he was unable to live with family members and enjoy their company.
98. Article 14 requires that all the rights and freedoms set out in the Human Rights Act must be protected and applied without discrimination. Discrimination can

occur if someone is disadvantaged by being treated the same as another person where their circumstances are different. For example, a disabled person being treated the same as someone without the disability.

99. Our remit does not extend to making decisions on whether an organisation has breached the Human Rights Act – this can only be done by the courts. But we can decide whether an organisation has had due regard to an individual’s human rights in their treatment of them, as part of our consideration of a complaint.
100. We find the circumstances of this case engage both Article 3 and Article 8 of the Human Rights Act. Mr X’s disabilities mean Article 14 also applies. Mr X has a human right not to be subjected to degrading treatment. He is entitled to respect for his private and family life. These rights should be protected and applied without different treatment because he is disabled. We find the Council failed to have due regard for Mr X’s human rights in its handling of his case. Its actions denied him access to basic needs, including food. Mr X was often distressed and frightened. He could not enjoy his family life with Ms Y. Failure to have due regard to Mr X’s human rights was fault.

Injustice caused by failings identified

101. Mr X has complex needs and these faults caused him significant injustice.
- He experienced avoidable stress and worry over many months about whether he would have anywhere to live once evicted. Records show he experienced low mood, and the ambulance service was called out to help him once when he threatened to take his own life.
 - He incurred avoidable financial loss. He is responsible for the court costs his landlord incurred gaining possession of the property. This would have been avoided had the Council provided interim accommodation when the eviction notice expired. He had to pay for the packing and storage of his belongings without Council help.
 - Delay accepting the right homeless duties to him denied him access to his statutory review rights and affected his priority for social housing.
 - Living in unsuitable interim and temporary accommodation means from October 2023 until his admission to hospital in January 2024 he was unable to receive all the care he needed. As a result, he frequently went without food and medication. He was denied the dignity of being able to keep himself clean and manage his incontinence. From the end of October, he lost Ms Y’s help and no longer had the benefit of her company and support to manage his mental health.
 - The poor condition and unfamiliarity of the out of area accommodation in November 2023 meant Mr X slept in his car for over two months because he did not feel safe. The unsuitable accommodation and lack of care likely contributed to a decline in his physical and mental health causing several short hospital stays, and a stay of several weeks from mid-January 2024.
 - Mr X received numerous avoidable parking tickets because he parked on double yellow lines. He felt he had to do so because the Council failed to consider how far he could walk to access accommodation.
 - The Council’s failure to make reasonable adjustments means Mr X spent several hours on at least three occasions waiting in the Council’s offices for most of the day. This meant he went without food and medication and had no support to change his incontinence pads.

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- The Council knew Mr X said he needed support overnight from at least September 2022. It had over 15 months to assess this and failed to do so. As a result, Mr X may have missed out on overnight care and the Council might have decided Ms Y should live with him. He must live with these uncertainties. The failure also means Mr X's discharge from hospital was delayed.

Recommendations

102. To remedy the injustice identified, the Council has agreed to take the following action within three months of the date of this report:
- apologise to Mr X for the injustice caused by the failings identified. The Council should have regard to our Guidance on remedies, available on our website, which provides guidance on effective apologies;
 - pay him £8,500 to remedy the stress and worry, and the impact on his mental and physical health. (This was calculated based on 14 months of delay and/or unsuitable accommodation from October 2022 to January 2024 at £500 a month. This is higher than the usual scale of £150 to £350 a month set out in our Guidance on remedies to reflect the significant injustice caused and his vulnerability, plus a further £1,500 for impact on Mr X's dignity and health caused by the missed care and support);
 - pay him a further £424.50 to remedy the avoidable court costs he incurred;
 - pay him a further £1045 to reimburse Mr X for removal costs and £259 for storage costs;
 - liaise with Mr X to agree appropriate action to clear any sums owed in relation to parking tickets received as a result of parking close to the accommodation as he could not walk any further;
 - remind relevant housing staff of the need to consider whether there are others who could reasonably be expected to live with an applicant. If the Council decides not to include other people in the applicant's household, it should write to the applicant with its decision, setting out its reasons;
 - remind relevant housing staff that interim and temporary accommodation should be suitable for the applicant and their household, which includes ensuring they can receive care in line with their assessed needs;
 - review its process for rebooking interim and temporary accommodation to ensure that it provides appropriate reasonable adjustments for disabled applicants, who would otherwise have difficulty attending its offices for the time required for this;
 - remind relevant housing staff of the need to contact the Council's ASC team if an applicant who is receiving a care package is being moved to alternative accommodation and, unless there is a genuinely urgent need to move quickly, to give the ASC team sufficient notice so the care package can be transferred so there is no interruption in care. If there is an urgent need to move the applicant, the Council should record the reasons it could not give advance notice to its ASC team;
 - share a summary of the learning from this decision, as well as the full report, with relevant officers in its housing and ASC teams to ensure that lessons are learned from what went wrong in this case and consider what steps can be

taken to ensure the two teams work more effectively together in future to prevent recurrence of the faults identified; and

- review how it provides services to homeless people with care needs, which is reported to a relevant committee of elected members.
103. The Council must consider the report and confirm within three months the action it has taken or proposes to take. The Council will consider the report at its full Council, Cabinet or other appropriately delegated committee of elected members and we will require evidence of this. (Local Government Act 1974, section 32(2), as amended).
104. Before finalising this report, the Council carried out a fresh assessment of Mr X's care needs, in which it set out its reasons for concluding he did not have overnight care needs. Therefore, we did not need to make a formal recommendation about this.
105. The Council has recently agreed on another complaint to us to remind officers about the contents of paragraph 6.35 to 6.38 of the Homelessness Code of Guidance for Local Authorities, and to provide evidence of the action it is taking to procure interim accommodation in its area, so no further recommendations are needed here about those matters.

Decision

106. We have completed our investigation into this complaint. There was fault by the Council which caused injustice to Mr X. The Council should take the action identified in paragraphs 102 and 103 to remedy that injustice.