

## Scottish Parliament Region: Mid Scotland and Fife

### Case 200800711: Perth and Kinross Council

#### Summary of Investigation

##### **Category**

Local government: Housing; homelessness; protection of property; allocations

##### **Overview**

The complainant (Mrs C) raised a number of concerns regarding the service provided to her by Perth and Kinross Council (the Council). These included: data protection issues; the Council's arrangements to uplift and store her personal belongings on her being made homeless; and the way in which the Council dealt with her mainstream housing application. Mrs C was advised to progress any concerns relating to the use of her personal data through the Information Commissioner's Office. The issues in relation to the storage of her goods and her housing application have been investigated by the Ombudsman.

##### **Specific complains and conclusions**

The complaints which have been investigated are that:

- (a) the Council's arrangements to take Mrs C's personal belongings into storage when she was made homeless were inadequate (*upheld*); and
- (b) there were failings in the Council's administration of Mrs C's mainstream housing application and the assessment of rent arrears (*not upheld*).

##### **Redress and recommendations**

The Ombudsman recommends that the Council:

- (i) advise him of the measures introduced as a result of their review of all homeless processes to ensure that a similar occurrence does not happen in future;
- (ii) share this investigation report with their insurers, so that they may reconsider if any liability attaches to the Council for the loss of Mrs C's property; and
- (iii) apologise to Mrs C for the poor service experienced, which led to the loss of her belongings.

## **Main Investigation Report**

### **Introduction**

1. Mrs C moved into new, privately rented accommodation on 1 July 2006 on a short assured tenancy agreement for the period until 31 December 2006. In October 2006 her landlady advised her that the property was being sold and the tenancy would not be renewed. Mrs C was subsequently evicted from the property on 19 March 2007. In bringing her complaints to Perth and Kinross Council (the Council), she was assisted by her local MP and his constituency office staff. At the conclusion of the Council's investigation of her concerns, she remained dissatisfied with the outcome and so complained to the Ombudsman that the Council failed to uplift her personal belongings and furniture, as agreed prior to her eviction, and her goods were subsequently lost. She also complained that the Council had suspended her application for mainstream housing on the basis of rent arrears, which she claimed was erroneous. With regard to her complaint in relation to data protection issues, Mrs C was advised to contact the Information Commissioner's Office'.

2. The complaints from Mrs C which I have investigated are that:
- (a) the Council's arrangements to take Mrs C's personal belongings into storage when she was made homeless were inadequate; and
  - (b) there were failings in the Council's administration of Mrs C's mainstream housing application and the assessment of rent arrears.

### **Investigation**

3. In considering her complaints, I met with Mrs C. I also made enquiries of the Council, most recently in July 2009. I examined documentation provided by both Mrs C and the Council, including the Council's policies on homelessness and housing allocations. I also considered the Housing (Scotland) Act 1987 and the Scottish Government's Code of Guidance on Homelessness.

4. I have not included in this report every detail investigated but I am satisfied that no matter of significance has been overlooked. Mrs C and the Council were given an opportunity to comment on a draft of this report.

#### *Relevant legislation, policy and guidance*

5. The Housing (Scotland) Act 1987, section 36 relates to protection of property of homeless persons and persons threatened with homelessness. Sub section (1) applies where a local authority have reason to believe that an

applicant is homeless or threatened with homelessness (or, in the case of an applicant to whom they owe a duty under section 29 (interim duty to accommodate pending inquiries), that he may be homeless) and that, (a) there is a danger of loss of, or damage to, any moveable property of his by reason of his inability to protect it or deal with it and (b) no other suitable arrangements have been or are being made.

6. Sub section (2) states that if the authority have become subject to a duty towards the applicant under section 29, 31(2) or (3)(a), 32(2) or 34 (duty to accommodate during inquiries and duties to persons found to be homeless or threatened with homelessness) then, whether or not they are still subject to such a duty, they shall take reasonable steps to prevent the loss of the moveable property or prevent or mitigate damage to it; and if they have not become subject to such a duty, they may take any steps they consider reasonable for that purpose.

7. The Scottish Government Guidance on Homelessness states that the local authority has a duty to take reasonable steps to prevent the loss of the property, or to prevent or mitigate damage to it, if the local authority has reason to believe that an applicant is homeless or threatened with homelessness, and they also have a duty to find accommodation for him or her. This duty also extends to the property of anyone who might reasonably be expected to reside with the applicant.

8. The Council's 'Homeless Policy & Procedures', 'Protection of Property' (section 9) reproduces the Scottish Government guidance in relation to the Council's duty to protect property. It goes on to say that where the Council has a duty to provide temporary accommodation to an applicant it will take steps to protect his/her belongings. Furthermore, it states that Homeless Officers will always check if the applicant's moveable property is safe and secure. Where concerns are raised the Homeless Officer will check the personal circumstances of the applicant and where the applicant is in the opinion of the Homeless Officer unable to make his/her own arrangements the Council will assist.

**(a) The Council's arrangements to take Mrs C's personal belongings into storage when she was made homeless were inadequate**

9. Mrs C moved to her privately rented accommodation on 1 July 2006, on a 'Short Assured Tenancy' for a period of 6 months. In October 2006, however, her landlady advised her that the property was being sold and the tenancy

agreement would not be renewed. Mrs C was subsequently served with a final eviction notice on 13 March 2007, advising her that she would be evicted from the property on 19 March 2007; this, in effect, meant that Mrs C would become homeless from that date.

10. Mrs C told me that her solicitor wrote to the Council on her behalf on 7 February 2007, enclosing the first eviction notice, and advising that Mrs C would become homeless when evicted. On 13 February 2007 the Council wrote to the solicitor advising that Mrs C's details had been passed to the Homeless Advice Service, who would endeavour to contact Mrs C 'with advice and assistance'.

11. The Council told me that, in considering Mrs C's case, they experienced some difficulties in contacting her to discuss her housing application, her pending homelessness and her needs for furniture storage.

12. The documentation provided by the Council showed that they tried to contact Mrs C by telephone on four occasions over two days, on 13 and 14 February 2007, finally leaving a message with Mrs C's solicitors to request that Mrs C contact them. On 28 February 2007 the Council then wrote to Mrs C in connection with her application for housing.

13. As the date of the eviction approached, Mrs C took her eviction notice to the Council's offices on 13 March 2007. She told me that later that day she was visited at home by a Council officer (Officer 1). She said that a homeless application form was completed by Officer 1, which identified the need for storage for her belongings. She said that an inventory was taken by Officer 1 who itemised all of her goods and various boxes of belongings. Officer 1 told Mrs C that he would deliver the forms personally to the Homeless Unit in Perth, and arrangements would be made to uplift her belongings on Friday 16 March 2007. She also said that although the form had been completed by Officer 1, she had signed the form but she had not dated it.

14. Mrs C told me that on Friday 16 March 2007 she waited at home all day for the Council to come to uplift her belongings as agreed, however, they did not arrive. She said that she telephoned the Council several times during the day and was assured that her goods would be uplifted, but the day passed and no one arrived to collect her furniture.

15. On Monday 19 March 2007, the day of the eviction, sheriff officers arrived, changed the locks and Mrs C was evicted with her goods still inside the house. She had no knowledge of what subsequently happened to her belongings, however, a neighbour told her of a large bonfire in the garden shortly after she left, and Mrs C assumed her belongings were burned. Mrs C moved into temporary accommodation provided by the Council on 19 March 2007.

16. Mrs C said that she later learned that the Council Officer (Officer 2) who was due to have arranged the uplift of her personal belongings, was on leave from work on 16 March 2007, and did not subsequently return to work.

17. Mrs C also told me that in a subsequent meeting with the Council's Homeless Housing Manager, when discussing the possibility of making an insurance claim against the Council regarding the loss of her belongings, the Homeless Housing Manager indicated that her claim would be a formality.

18. I asked the Council what action was taken by them to safeguard Mrs C's property after she provided them with her eviction notice on 13 March 2007. The Council said that Mrs C completed a homeless application form dated 16 March 2007 and attempts had been made by the Council to contact Mrs C by telephone to discuss her homelessness and her needs for furniture storage, prior to 16 March 2007.

19. I have had sight of the homeless application form which was dated 16 March 2007, however, my enquiries indicated that it was completed by Officer 1 at the visit of 13 March 2007 (see paragraph 13). This form included, in the notes section of the furniture storage section, a short list of household items. I also found that the attempted contact with Mrs C referred to by the Council was in February 2007, around four weeks prior to Mrs C's representations of 13 March 2007.

20. The Council also pointed out that Mrs C's answers to the furniture storage questions on the homeless application form dated 16 March 2007 were 'ambiguous', in that the form recorded that Mrs C had ticked 'Yes' to 'do you have furniture or belongings' and 'Yes' to 'If yes do you have storage for these'.

21. In addition, the Council said that their Temporary Accommodation Team had no record of a request to store any furniture from Mrs C at the time of her homeless presentation and subsequent eviction.

22. My examination of the homeless application form indicated that 'Yes' was ticked to both questions; 'do you have furniture or belongings' and 'if yes, do you have storage for these'. I also noted, however, that in addition to answering these questions, Mrs C also signed the Furniture Storage Declaration which stated 'By signing this agreement I understand that the Council will arrange storage for my furniture and belongings at my request. I have been advised that I will be responsible for the full cost incurred, and I agree to pay this charge in full.'

23. Following the failure to uplift her belongings on 16 March 2007, Mrs C complained to the Council that they had failed to respond to her request for furniture storage and as a result she lost her furniture and possessions on the day of her eviction.

24. In their initial response to her complaint, the Council wrote to Mrs C on 27 September 2007 stating:

'I can confirm that this service was fully aware at the time of your application of your request and requirement for storage, this information was not conveyed to the Temporary Accommodation Team who were unaware of this requirement and provision for storage was not therefore made available. I must therefore offer my sincere apologies for this omission and any distress caused to you as a result.'

25. The Council went on to say

'please also be assured that where procedural problems are identified via the Council's complaints procedure steps are taken to rectify the matter. At the present time a full review of all homelessness processes is underway. This review will improve communication between teams and I am confident such a situation will not arise in the future.'

26. A record of telephone conversations between Mrs C and the Council's Service Development Officer on 23 and 24 October 2007 reflected that Mrs C stated that when she was accepted as a homeless applicant she was advised that her furniture and possessions would be put into storage. Mrs C told the Service Development Officer that a member of the Council's staff (Officer 2)

forgot to organise the uplift of her furniture and as a result she lost all her possessions. Mrs C stated that she was unable to contact Officer 2 and considered that the loss of her furniture was directly attributable to this failure.

27. On 4 December 2007 the Executive Director (Housing & Community Care) wrote to Mrs C in response to her complaint at stage 2 of the Council's complaints process. He said:

'the Council acknowledged the breakdown in communication within the homeless service that led to a failure to provide you timeously with storage for your personal effects. If now as a result of this failure you wish to seek recompense for the items you state have been lost then it will be necessary for you to submit a claim through the Council's Public Liability Scheme.'

28. My examination of the documentation provided confirmed that, in response to enquiries made by the Service Development Officer in connection with Mrs C's complaint, the Service Manager (Allocations & Homeless) wrote, in an email dated 8 January 2008,

'the Council did not arrange for the removal of [Mrs C]'s furniture. This was because of a breakdown in communication between her then Homeless Officer and the Temporary Accommodation Team leaving [Mrs C] to make her own arrangements. She never re requested a removal and no further communication took place regarding the items she allegedly lost until the recent complaint. If she now wishes to belatedly pursue a claim then this will have to be dealt with through the Council's approved procedures and we should not enter into any written correspondence about the matter as this could prejudice the Council's case.'

29. Mrs C told me that in an effort to resolve her complaint(s), she was invited to a meeting in the Council's office on 11 January 2008. Present from the Council were the Homeless Housing Manager and the Service Development Officer. The Service Development Officer recorded the discussion and provided Mrs C with a copy of his hand written notes.

30. In discussing the process of Mrs C making a claim for the loss of her possessions to the Council's insurers, the record of the meeting reflects that the Homeless Housing Manager advised Mrs C that the Council's homeless support

worker would help her make a claim, and that she should 'get claim in as soon as possible'.

31. He also advised Mrs C that he could not make a judgement on the Council's liability, but said that:

'we are aware what was missing; these things should be claimed for you. [The homeless support worker] can help you fill form in, go through each room and make sure everything is listed, but it is a small list. There is supporting evidence of loss.'

32. I said in paragraph 13 that Officer 1 told Mrs C that he would deliver the completed forms personally to the Homeless unit in Perth. In paragraph 21 I reported that the Council said that the Temporary Accommodation Team had no record of a request to store any furniture from Mrs C at the time of her homeless presentation and subsequent eviction. In a letter dated 26 March 2008, however, (which was sent in response to Mrs C's complaint concerning data protection issues) the Executive Director (Housing & Community Care) advised Mrs C that '[Officer 1] has confirmed that he sent your homeless application along with all associated documentation to the homeless team on the same day that it was completed'.

33. The letter went on to advise Mrs C:

'I accept that a breakdown in communication within the homeless service led to a failure to provide you with storage for your personal effects, and their subsequent loss. Please accept my sincere apologies for this, and be assured that we will review our procedures to ensure that this will not happen in the future. In the intervening period I understand that you have been advised to submit a claim through the Council's Public Liability Insurance Scheme. I believe that you have taken this advice, and subsequently submitted the claim.'

34. The Director's letter also advised Mrs C that the Council had ensured her temporary accommodation was furnished and fitted to a far higher standard than is normally provided for temporary accommodation lets. The Homeless Housing Manager arranged this in acknowledgement of the fact that the Council's lack of provision of storage facilities had caused the loss of Mrs C's possessions.



35. In an undated internal memo written by the Homeless Housing Manager she said,

'I have taken time to examine the case notes from both assessment and temporary accommodation, in relation to the points raised in this customer's complaint. Furniture storage, having looked at the circumstances surrounding [Mrs C]'s request for assistance with the protection and storage of her furnishings, the evidence within the case notes clearly states that she required storage, and had in my opinion given adequate notice to [Officer 1] and [Officer 2] about this. It looks as though neither of these officers took robust action to request storage of furnishings to our Temporary Accommodation Team. The first contact made to the Accommodation Team, and this was only for temporary accommodation, was in fact made after this customer had actually been evicted (3 days earlier) and as a result lost all her furnishings due to lack of storage. We have failed in under terms of section 36(1) and (2) of the 1987 Act. If this customer wished to pursue a claim against us for the loss of her furniture, our defence may be limited, due to our failing.'

36. In the Council's final response to Mrs C's complaint, dated 7 May 2008, the Chief Executive said:

'I would agree with the previous response which states that the Council accepts a breakdown in communication with the Homeless Section led to a failure to provide you with storage for your personal effects, and their subsequent loss. It is my understanding that you have followed advice to submit a claim through the Council's Public Liability Insurance and that your claim has now been allocated to a senior claims inspector at [the insurance company].'

37. Mrs C, acting on the Council's advice, completed the Council's Public Liability Insurance claim form on 22 January 2008 to claim for the loss of her possessions from the Council's insurers. In response to her claim, she received a decision from the Council's insurers dated 30 May 2008, stating 'we refer to our previous correspondence. We have completed enquiries and consider no liability attaches to the Council. You may wish to seek legal advice.'

(a) *Conclusion*

38. The matter I have considered is the administrative process followed by the Council, in relation to their duty to take reasonable steps to prevent the loss of Mrs C's property.

39. The Council acknowledged on several occasions that they were aware of Mrs C's request to store her belongings and that a breakdown in communications between their Homeless Officer and their Temporary Accommodation Team resulted in a failure to uplift Mrs C's goods, resulting in their subsequent loss.

40. The Council suggested that the homeless application form dated 16 March 2007 was ambiguous in relation to Mrs C's storage needs. I found that she had signed the Furniture Storage Declaration and had agreed that she would be responsible for the full storage costs incurred, and I considered this to be a clear statement by Mrs C that she required storage facilities.

41. The Homeless Housing Manager suggested that the Council had 'failed in terms of section 36 (1) and (2) of the 1987 Act'. I would agree with this view, insofar as the Council were aware on 13 March 2007 that Mrs C would be homeless from 19 March 2007 and there was a danger of loss of, or damage to, her moveable property, however, the Council failed to take reasonable steps to prevent the loss of Mrs C's property by taking her goods into storage.

42. Taking account of the information I have examined, I consider that the Council failed to take reasonable steps to safeguard Mrs C's property and, therefore, I uphold this complaint.

43. I note that the Council advised Mrs C that a full review of all homelessness processes was underway (see paragraph 25) and the Council were, therefore, confident that such a situation would not arise again in the future. The Ombudsman, therefore, has the following recommendations to make.

(a) *Recommendations*

44. The Ombudsman recommends that the Council:

- (i) advise him of the measures introduced as a result of their review of all homeless processes to ensure that a similar occurrence does not happen in future;
- (ii) shares this investigation report with their insurers, so that they may reconsider if any liability attaches to the Council for the loss of Mrs C's property; and

- (iii) apologise to Mrs C for the poor service experienced, which led to the loss of her belongings.

**(b) There were failings in the Council's administration of Mrs C's mainstream housing application and the assessment of rent arrears**

45. The Council's Housing Allocations Policy confirms that the Council will suspend a housing application where the applicant is currently in debt to the Council or any other landlord in connection with their existing or previous tenancy, where the debt amounts to more than one twelfth of the annual amount payable and an arrangement is required to repay the debt.

46. The Council will not suspend applicants where rent arrears amount to less than one twelfth of the annual amount payable, or where an arrangement to pay arrears has been kept for at least three consecutive months.

47. On 30 November 2006, Mrs C's landlady wrote to the Council stating that Mrs C had fallen into rent arrears, as she had not paid her rent since 1 August 2006. The landlady said that the rent was £550 per month and that on 1 December 2006 Mrs C would be four months in arrears. The landlady requested that the Council pay any Housing Benefit entitlement for Mrs C directly to her. The Council confirmed that following this representation, Housing Benefit was paid directly to the landlady from 27 November 2006.

48. As stated in paragraph 15, Mrs C moved into temporary homeless accommodation on 19 March 2007. On receipt of Mrs C's application for mainstream housing, in February 2007, and in line with their allocations policy, the Council asked Mrs C's (now former) landlady to provide a tenancy report. Based on the landlady's response, which indicated that Mrs C had over three months rent arrears, the Council wrote to Mrs C to advise that under the terms of the Housing Allocations Policy, applicants were suspended where the applicant was currently in debt to the landlord.

49. Following representations from Mrs C, the Council wrote again to the landlady in October 2007 requesting a further tenancy report in relation to Mrs C. The Council advised the landlady that Mrs C had stated 'the debt in question has been reduced considerably since the original report was obtained'.

50. In the landlady's response she said that Mrs C did not pay her rent regularly, and she stated she only ever received the first two months rent from

Mrs C. The landlady also refuted Mrs C's statement that the debt in question had reduced considerably since the original report was obtained.

51. Mrs C maintained that there had been confusion over the question of rent arrears. She told me that her landlady had said she had four months arrears, however, she moved into the property on 1 July 2006 and said that she paid the rent herself for the first three months (July, August and September) and from October 2006 her housing benefit was sent directly to the landlady.

52. On 26 March 2008 the Council wrote to Mrs C stating 'you believe that there was confusion over rent arrears from a previous tenancy and that you have a letter confirming this to be incorrect but you are still suspended from the mainstream housing list. During my review of your housing application notes, correspondence and information received from your previous landlady as recently as 8 November 2007, it would appear that the rent arrears in question have not been reduced, and that several arrangements made to repay this debt have not been maintained.'

53. This letter went on to say that Mrs C had been advised in November 2007 that her mainstream housing application would be suspended until such time as she reduced the debt to £550, which equated to one month's rent of the privately rented accommodation. Alternatively, she should enter into and maintain for three consecutive months, a repayment plan which had been made and agreed with her former landlady. Finally the Council said, 'on the other hand if you hold documentation proving the rent arrears statements to be incorrect, then I would ask that you provide us with the details.'

54. On 9 April 2008 Mrs C met with Council officers at her temporary homeless address. The record of this meeting was recorded by the Service Development Officer, who provided Mrs C with a copy of his hand written notes. Mrs C made the point that the Council required her to prove that she had paid her rent, however, she was unable to provide the required verification as all of her goods, including her personal paperwork had been lost when the Council failed to take her belongings into storage. Mrs C maintained that she did not owe the rent arrears and pointed out that she had not lived at the address long enough to have the amount of arrears quoted. She said that she could not prove what she had paid as the rent had been paid in cash.

55. Mrs C also pointed out that the Council had continued to pay the housing benefit to the landlady after she had been evicted, even when they were aware that she no longer lived there.

56. Following this meeting the Council wrote to Mrs C to clarify her complaint. The Council confirmed that Mrs C considered that she did not have any rent arrears but was unable to prove this due to losing all her paperwork when she was evicted.

57. In the Council's final response to this complaint, they wrote to Mrs C on 7 May 2008 to explain that, following a request from the landlady, the Council arranged to have housing benefit paid directly to the landlady at the rate of £480 per month. The letter went on to say that 'as the lease shows the rent at this property was £550 per month this arrangement left you to pay the difference of £70 each month.'

58. This was in fact erroneous, insofar as Mrs C's housing benefit was paid on a four weekly basis, meaning the £480 paid to the landlady actually equated to £520 per calendar month. The actual shortfall per calendar month was £30. This shortfall was as a result of the Rent Registration Service which assessed a fair rent for the property as £520 per calendar month.

59. The Council's final response also explained that the landlady was asked by the Council on two separate occasions to submit a tenancy reference for Mrs C. In both her responses she stated Mrs C was in rent arrears. In addition the Council advised Mrs C that the landlady was registered as a 'fit and proper person' to let residential property and explained that the Council also took this into account when assessing information provided in a tenancy questionnaire.

60. Finally, the Council acknowledged that Mrs C considered that as she had lost her possessions she was unable to provide any receipts to prove that she had paid rent, however, the Council also said that under current procedures the tenancy reference is seen as satisfactory evidence to show that she was in arrears and, while Mrs C may continue to dispute the arrears, without any other form of evidence to prove she had paid, such as receipts or a copy bank statements showing her withdrawing her rent, the onus was still on her to prove she had paid.

61. I asked the Council to confirm the amounts of housing benefit which had been paid directly to the landlady, including any payments which had been made after Mrs C was evicted from the property. The table below indicates the Council's response.

From	To	Amount £	Date credited
27/11/2006	24/12/2006	480	22/12/2006
25/12/2006	21/01/2007	480	22/01/2007
22/01/2007	18/02/2007	480	19/02/2007
19/02/2007	18/03/2007	480	19/03/2007
19/03/2007	15/04/2007	480	16/04/2007
16/04/2007	13/05/2007	480	14/05/2007
14/05/2007	10/06/2007	480	11/06/2007

62. The Council confirmed to me that housing benefit continued to be paid erroneously to the landlady following Mrs C's eviction on 19 March 2007, until the Homeless Team advised the Benefits Section on 21 June 2007 that Mrs C no longer resided there. This resulted in the landlady being overpaid by £1440.00 for the period 19 March 2007 to 10 June 2007. The Council advised me that this overpayment was subsequently recovered from the landlady. They also confirmed that due to the short period of the overpayment they did not consider it had any bearing on the landlady's status as a 'fit and proper person' to let residential property.

63. I asked the Council to confirm from their records why Mrs C had been evicted. In their response the Council told me that they had been informed that Mrs C had been evicted due to arrears, and stated that Mrs C's landlady claimed she did not receive rent for the first four months.

64. The eviction notice, however, made no reference to rent arrears; rather it stated that the tenancy was for a short assured tenancy which expired on 31 December 2006 and Mrs C had remained in the property beyond then. Mrs C told me that that her tenancy was not renewed as the property was being sold (see paragraph 1) and confirmed this by providing me with a copy of the sales schedule for the property. I noted also that Mrs C's landlady did not state that she had not received rent for the first four months as suggested by the Council; rather she acknowledged that Mrs C had paid rent for the first two months. She did, however, suggest that by 1st December 2006 Mrs C could be four months in arrears as reported in paragraph 47.

65. On 1 April 2009 Mrs C secured a permanent Council tenancy. She told me that the question of rent arrears still remained outstanding; this meant that she was not given a choice of Council properties; rather she was offered her current tenancy without the right to refuse and wait on another offer.

*(b) Conclusion*

66. It is a matter of record that the landlady wrote to the Council in November 2006 to state that Mrs C had fallen into rent arrears and by December 2006 would be four months in arrears if no payments were received.

67. In seeking a tenancy reference to support the mainstream housing application, the Council wrote to Mrs C's former landlady. On two occasions she stated that Mrs C had arrears and had made no attempt to repay the outstanding arrears.

68. Mrs C disputed this, however, she was unable to verify that she had actually made payments, as this evidence had been lost when her goods were not uplifted. In addition, she argued that she had not been in the property long enough to have accrued the arrears stated.

69. I have noted that the Council acknowledged that Mrs C may continue to dispute the arrears, but explained that without any other form of evidence to prove she had paid, the onus was still on her to prove she had paid.

70. I can make no judgement on whether or not the rent was actually paid to the landlady, as Mrs C claims. The question I have asked myself, therefore, is whether there was the potential for Mrs C to have fallen into arrears to an amount equal to one twelfth of the annual amount payable, which is the point at which the Council's Housing Allocations Policy states that an application should be suspended.

71. The fact is that the landlady requested direct payments of Housing Benefit due to non payment of rent by Mrs C; she suggested the arrears were approaching four months. This request was agreed to by the Council, with future payments of housing benefit being made directly to the landlady.

72. It is my view, therefore, that in advising Mrs C that her mainstream housing application was suspended, the Council acted within the terms of their

Housing Allocations Policy. I also consider that it was reasonable to accept the landlady's tenancy report(s) on the basis that she was registered as a 'fit and proper person' to let residential property. I do not, therefore, uphold this complaint.

73. The Ombudsman asks that the Board notify him when the recommendations have been implemented.



**Explanation of abbreviations used**

Mrs C	The complainant
The Council	Perth and Kinross Council
Officer 1	The Council officer who visited Mrs C on 13 March 2007
Officer 2	The Council officer due to arrange the uplift of Mrs C's possessions

**List of legislation and policies considered**

Housing and community care: Homelessness Policy and procedures

The Housing Allocations Policy

Housing (Scotland) Act 1987

The Scottish Government Guidance on Homelessness