

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

**Investigation into a complaint against  
Lancashire County Council  
(reference number: 18 003 345)**

**14 August 2019**

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## The Ombudsman's role

For more than 40 years the Ombudsman has independently and impartially investigated complaints. We effectively resolve disputes about councils and other bodies in our jurisdiction by recommending redress which is proportionate, appropriate and reasonable based on all the facts of the complaint. Our service is free of charge.

Each case which comes to the Ombudsman is different and we take the individual needs and circumstances of the person complaining to us into account when we make recommendations to remedy injustice caused by fault.

We have no legal power to force councils to follow our recommendations, but they almost always do. Some of the things we might ask a council to do are:

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

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

Ms B	The complainant
C	Her eldest grandchild
D	Her youngest grandchild

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## Report summary

### Childrens Services

Ms B, who looks after her two grandchildren under a fostering arrangement, complains that the Council has failed to act in line with a Care Order regarding funding for an extension to her home and a people carrier vehicle.

### 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 31(2), as amended*)

In addition to the requirements set out above, the Council has agreed to:

- write and send an apology to Ms B for the fault we have identified and the impact it had on her and her family;
- pay Ms B of £24,000 to reflect the avoidable distress she and her family suffered living in overcrowded conditions for 10 years (this is £200 a month);
- pay Ms B of £500 to reflect the distress and uncertainty she suffered because of the Council's failure to make a decision in line with the Care Order on funding for a people carrier vehicle; and
- reimburse all Ms B's storage costs for the period of December 2016 to January 2019 (Ms B to provide the Council with invoices for this period).

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## The complaint

1. The complainant, who we will refer to as Ms B, looks after five young adults, two of whom (her grandchildren) live with her under a Care Order issued in 2005. Ms B's three bedroom home is overcrowded and she complains that the Council has not helped her address the overcrowding problem. Ms B says as part of court proceedings in 2005 the Council said it would submit a request to Cabinet for a special requirement in respect of an extension to her property and the provision of a people carrier vehicle.
2. Specifically, Ms B complains the Council:
  - has still not built or provided funds for an extension to her property despite agreeing to do so in 2005, and has wrongly blamed her for the delay;
  - did not provide funds for a people carrier vehicle until late 2016 even though the Council was aware that for some of this time she did not have access to any vehicle;
  - did not provide clear or consistent information about how she would choose and pay for a people carrier vehicle;
  - has refused to reimburse the money she spent on storage costs because of the lack of space at the property and the additional furniture provided by social services for the planned extension; and,
  - paid her foster allowance into the wrong bank account which meant she had to pay bank charges and missed direct debit payments.
3. Ms B says her family has been caused significant distress as a result of the Council's continued failure to do what it agreed to do. Ms B also says she has incurred unnecessary costs as a result of the Council's actions. Ms B would like the Council to:
  - build the extension;
  - explain why it has not followed the Court Order; and
  - apologise to her and her family.

## 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 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*)
6. We cannot investigate a complaint about the start of court action or what happened in court. (*Local Government Act 1974, Schedule 5/5A, paragraph 1/3, as amended*)
7. When considering complaints, if there is a conflict of evidence, we make findings based on the balance of probabilities. This means that we will weigh up the

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available relevant evidence and base our findings on what we think was more likely to have happened.

8. Under our information sharing agreement, we will share this decision with the Office for Standards in Education, Children's Services and Skills (Ofsted).

## **How we considered this complaint**

9. We have considered Ms B's complaint and the information she provided. We have also made enquiries to the Council and have considered the information provided by the Council in response.
10. We gave Ms B and the Council a confidential draft of this report and invited them to comment. We took their comments into account before the report was finalised.

## **What we found**

### **The law relevant to this complaint**

11. If a local authority thinks there is reasonable cause to believe that a child is suffering; or is likely to suffer significant harm; either because the care the child's parents are giving him or her is not adequate; or because the child is out of the parents' control, then they can apply to the court for a care order to authorise the long term removal of the child from the parents' care. (*sections 31 and 38, Children Act 1989*)
12. A care order gives the local authority the power to make plans for the child's future. The local authority may make plans to provide accommodation for the child with alternative family carers or foster carers.
13. A Looked after Child is any child who is subject to a care order or accommodated away from their family by a local authority under section 20 of Children Act 1989. The accommodation can be voluntary or by care order. The child becomes looked after when the local authority has accommodated them for a continuous period of longer than 24 hours.
14. If the carer becomes a 'Friends and Family' foster carer, the carer is entitled to receive a fostering allowance and other practical support for them and the child from the council. The fostering allowance is provided to cover the costs of caring for the child.

### **The scope of our investigation**

15. The events Ms B complains about date back to 2005. Ms B has not complained to us within 12 months of becoming aware of all the issues she complains about. However, we have exercised our discretion to investigate this complaint.
16. This is because Ms B's housing situation has not been resolved, so the claimed injustice is ongoing. Also, we can understand why Ms B wanted to work with the Council to get the extension built before putting in a complaint. In addition, even though a significant amount of time has passed since the Care Order was issued, this has not prevented us forming a view on all the issues complained about. Ms B has provided a copy of the Care Order from 2005. So, it is clear what was agreed between the parties at the time.
17. In response to our enquiries the Council said it cannot access any documents from before March 2014 because of a change to its electronic recording system. The Council should have kept records from before March 2014 because the Council has a duty to retain Looked After Child records. But in any case, the

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Council has provided a detailed chronology of what happened, which has helped us form a view on the complaint.

18. We generally expect a complaint to have completed a local authority's complaints procedure before we investigate it.
19. Ms B's complaint about the Council's delay providing the funds for a people carrier vehicle has not completed the Council's complaints procedure. But because the Council has completed its consideration of the other issues Ms B complains about, we have exercised our discretion to also investigate this complaint.
20. Since Ms B complained to us there have been court proceedings about the discharge of the Care Order.
21. As part of the court proceedings Ms B and the Council have considered how Ms B's housing situation could be resolved. The Council and Ms B have reached an agreement where the Council will help Ms B find private rented accommodation which better meets the need of her household.
22. We are satisfied the court has not decided or provided a remedy for the issues Ms B has complained to us about. So, this does not affect our investigation.

### **What happened**

23. Ms B has lived at her current property since the 1990s. The property is a three bedroom terraced house. One of the bedrooms is a box room. Ms B's two sons and daughter (who are now in their late teens and early twenties) have lived at the property since they were born.
24. Ms B's grandsons, C and D, came to live with Ms B in 2003 and 2004 respectively. This was formally recognised as a foster placement for both grandchildren in March 2004. When the foster placement started, C and D were both under the age of two. At the time, Ms B's children were all under the age of 10. Because the property is overcrowded, Ms B and her daughter sleep on mattresses in the living room.
25. The Council says it agreed to this placement on the understanding Ms B would apply for a four bedroom property within six months. The Council says Ms B then said she was reluctant to move and would be willing to sleep downstairs.
26. In August 2005 a Care Order was issued which said C and D would remain in the care of Ms B.
27. The Care Order said:

Upon [Ms B] obtaining evidence of an approved mortgage for the property at.... and evidence of an approved application to buy the said property under the right to buy scheme, Lancashire County Council will submit a Cabinet request for a special requirement in respect of an extension to the above mentioned property and the provision of a people carrier vehicle. The aforementioned is envisaged to be completed on or before 14<sup>th</sup> November 2005.
28. Ms B says she met the requirement to obtain a mortgage by November 2005. She says during this period her supervising social worker at the time provided her with multiple large boxes of furniture to go in the extension when it was built.
29. Ms B purchased her home as advised by the Council so the extension could be undertaken.

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30. The Council says plans for the extension were created in November 2005 and required approval by the Council's planning department and a decision from Cabinet on funding.
31. The proposed extension would provide one additional bedroom, a shower room, an extension to the kitchen/dining area and a utility room. The Council says it identified during this period that the extension may not fully resolve the overcrowding problem.
32. The Council says planning permission for the extension was granted in February 2007.
33. The Council says its records note the following in February 2010.
- A statutory visit case note discussed that [a named] Director had made a decision that the requested vehicle would not be funded by the Local Authority and that the money supplied with the fostering payments (travel element) would sufficiently cover such a purchase. There also continues to be a delay in the report submitted to the Cabinet in relation to the report regarding the cost/plans for an extension.
34. In 2011 the Council decided that £109,000 would be enough to pay for the extension. This was approved by Cabinet.
35. The Council's records say a meeting in December 2011 with the surveyors resulted in a plan to start relevant surveys in the new year of 2012.
36. The Council says the surveyor could not start with the survey due to Ms B cancelling appointments. There was then a change of surveyor.
37. The Council says plans were put in for planning permission again in June 2013.
38. The Council held meetings in September, October and November 2015 to discuss the delays building the extension. The Council has provided the following comments which were noted as the reasons for the delay at the time.
- The Project Champion had changed twice including officers who had left the authority.
  - Unexpected issues had arisen within the home, for example asbestos had been found which would need safe removal and the home's wiring system needed replacing.
  - Planning permission was due to expire in March 2016.
  - Discussions took place around the final costs, what this would include and what money had already been spent. It was predicted that the total project cost was thought to be up to £160,000 whereas the funding approved in 2011 was £109,000.
  - Because of the delay, the approved maximum price had increased, so the costs approved by Cabinet in 2011 were not likely to be enough.
  - Issues about access and the need to re-locate the family during building works were identified.
  - Alternative options were discussed. The extension would only provide one additional bedroom, a small shower room, an extension to the kitchen/dining area and a utility room.

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- Discussed a move to an alternative property, such as a five bedroom house in the local area to be more appropriate and cost efficient. Ms B did not want to move.
  - The Council approached Ms B's neighbour who owns their home to make an offer to knock through creating more space. This offer was rejected.
39. In January 2016 the Council told Ms B the extension would not be built. The Council's notes say it told Ms B that because of ongoing financial cuts the funds which were originally available were no longer available. The Council put forward two alternative options which would involve Ms B moving to a larger property. The Council's record of these offers says the following.
- Move to a bigger property and the Local Authority pay any difference in property size up to £20,000. Clause drawn up to ensure this is for the mortgage difference and the Local Authority obtain funds back when the property is sold.
- Or,
- Sell her property and move to a bigger rented property. The Local Authority could pay any negative equity. Any shortfall in housing benefit topped up by the Local Authority in terms of the new rent.
40. Ms B then started negotiations with the Council about whether a smaller extension could be built. Ms B and the Council agreed to a kitchen extension. Ms B did not want to move house because she has a lot of family support nearby.
41. In July 2016 the Council asked Ms B to get three quotes for the kitchen extension that the Council could then consider.
42. In late 2016 a separate issue arose about Ms B's fostering allowance. In September 2016 the Council agreed to pay for laptops for Ms B's children. Ms B provided the Council with the bank details for her second bank account. This was different to her main bank account which she uses for paying bills and which her fostering allowance had been paid into since 2005.
43. In October 2016 Ms B found out that the Council had paid her fostering allowance into her second bank account. Ms B says she had to pay bank charges because the Council's mistake meant her main bank account was overdrawn.
44. In late 2016 the Council offered Ms B £7,000 to buy a people carrier vehicle. Ms B says this was not enough. The Council later increased the offer to £10,000.
45. In December 2016 Ms B rented a storage unit to store furniture and gain some extra space at home to try to improve the overcrowding at the property. Ms B asked the Council to pay for her storage costs, but the Council refused this request.
46. In February 2017 Ms B's car failed its MOT and had to be scrapped the following month. This meant Ms B did not have a car for several months.
47. In mid March 2017 the Council told Ms B it had extended the time for her to get three quotes for the kitchen extension until 19 April 2017, but this would be the final extension of time.
48. Also during March 2017 Ms B travelled by taxi to a car dealership to look at a people carrier vehicle she had chosen. Ms B says the purchase could not be completed because the Council told her inconsistent information about how it would transfer the money for the vehicle. Ms B says the Council told her it would

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- pay her the money but later said it would transfer the money directly to the dealership. Ms B says this meant she could not secure the car she had chosen.
49. Ms B then approached a different dealership and secured a car with the help of her son, who paid a holding deposit.
50. During this period Ms B complained to the Council about her fostering allowance being paid into the wrong bank account and the Council's refusal to pay her storage costs.
51. On 18 April 2017 a care planning meeting took place. The record of the meeting says Ms B found a car the previous week and paid a holding deposit. The records say the Council would pay the dealership directly. Ms B later purchased this vehicle. The Council records say Ms B had not obtained quotes for the kitchen extension.
52. On 19 April 2017 Ms B sent an email to the Council with information about the quotes she obtained. The Council says Ms B only provided one quote.
53. In late May 2017 the Council responded to Ms B's complaint. The Council said the following.
- It apologised for the error about payments not being made to Ms B's main bank account from September 2016.
  - It would reimburse the bank charges she paid because of this mistake.
  - Ms B should have got agreement from the Council for storage before going ahead with it.
  - Since October 2016 the Council has been asking Ms B for quotes for an extension to her home.
  - It accepts there was a delay after the Care Order was issued in 2005. But since October 2016 the delay has not been on the part of the Council.
54. Ms B was not satisfied with the Council's response and responded in mid June. Ms B asked the Council for mediation and made the following comments:
- Her gas and electricity payment terms changed because she missed a direct debit payment when she was not receiving her foster allowance. She cannot afford the new payment arrangement.
  - She paid for storage because during a meeting in December 2015 she was told to find a solution to the overcrowding. There was no local storage facility before December 2016.
  - She met the timescale to obtain a mortgage by November 2005.
  - Sourcing quotes for the kitchen extension has been incredibly difficult in addition to her other commitments and she was signed off work due to stress.
55. The Council met Ms B on 21 June. The Council says Ms B had still not obtained three quotes for the extension.
56. The Council provided its final response to Ms B's complaint on 23 June. The Council said the team were waiting for the quotes for the extension before this could be progressed. The Council said it would not consider her complaint about the extension any further and told Ms B she could complain to us.
57. In August Ms B complained about the Council's handling of her requirement for a people carrier vehicle.

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58. In December the Council applied to the court to discharge the care orders for C and D. It was the Council's intention for them to remain in Ms B's care.
59. In June 2018 Ms B complained to us.
60. As part of the court proceedings Ms B and the Council reached an agreement where the Council would help Ms B's household move into more suitable private rented housing which meets their needs and that the Council would help pay for.
61. The final court hearing took place in late January 2019. Ms B obtained a Special Guardianship Order for C and D.
62. The Council's response to my enquiries included the following comments.
- Within the Court Order of 2005, it was detailed that the Council would submit a Cabinet request for a vehicle, however this was refused. As a gesture of goodwill, the Council provided funds for a vehicle in 2016.
  - Ms B sourced alternative storage for her belongings without agreement from the Council, which did not reimburse these funds because it is not the Council's responsibility to fund storage for belongings. No additional furniture has been provided by the Council for the extension.
  - Ms B's complaint about the fostering allowance was addressed in a previous complaint and Ms B was reimbursed the £60 bank charges she paid.

### **Analysis**

63. We will now address each of Ms B's complaints.
- The Council has still not built or provided funds for an extension to Ms B's property despite agreeing to do so in 2005, and has wrongly blamed her for the delay**
64. Our view is the Council's handling of Ms B's request for an extension to her property has been affected by fault.
65. Ms B acted in line with the Care Order of August 2005 by buying her Council property under the right to buy scheme. Once Ms B had done this the Care Order required the Council to put in a request to Cabinet for funding for the extension.
66. The Council's Cabinet did not consider a request for funding the extension until 2011, when the Cabinet agreed to pay £109,000. This was the Council's estimated cost for the works. We have not seen any information to suggest there were good reasons for the Council's delay putting its request for funding to Cabinet. This is evidence of fault.
67. There were then further delays by the Council before the Council told Ms B in January 2016 that it would no longer pay for the planned extension.
68. During this period the Council did not undertake any building work despite Cabinet agreeing to fund the extension. Again, we have not seen good reasons for the Council's further delay between 2011 and January 2016. This is also evidence of fault.
69. We have also considered the Council's decision made in January 2016 not to pay for the proposed extension.
70. One of the Council's main reasons for making this decision was that the final estimated costs for the proposed scheme had increased from £109,000, which the Cabinet had agreed in 2011, to £160,000. But the Council identified that this increase was partly due to the Council's own delay undertaking the work.

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71. The Council also had concerns that the proposed extension would cost a significant amount of money but would not fully meet the needs of the household.
  72. But, neither Ms B's household or the proposed scheme had changed since Cabinet agreed to provide funding in 2011.
  73. In addition, the Council should have known from the start that issues could arise about the condition of the property, getting the relevant approvals, and re-locating the family during building work. These were not good reasons for the Council deciding that the scheme should now not proceed.
  74. The Council had committed to paying for the extension works and Ms B had obtained a mortgage and bought her property so this could be done. So, we do not consider it was reasonable for the Council to withdraw all funding for the scheme in 2016 because of the increase in estimated costs. Also, it appears the Council's decision was partly based on budget cuts which meant the money for the extension was no longer available. Again, this was the result of the Council's delay.
  75. We recognise the Council put forward two alternative options to Ms B as a way forward. But both options involved Ms B moving out of her property, which Ms B did not want to do.
  76. Our view is Ms B and her family have suffered a significant injustice because of the Council's mishandling of the extension works since the Care Order of August 2005.
  77. We have considered what is likely to have happened had there has been no fault by the Council. Our view is that allowing the Council a reasonable amount of time to undertake the works, including getting Cabinet approval and planning permission, it is more likely than not that the Council would have built the extension by the end of 2008 – which was over three years after the Care Order was issued.
  78. Ms B and her family remain at the property. The recent court proceedings ended in January 2019 with an agreement between Ms B and the Council that the Council would help Ms B move to more suitable housing in the private rented sector. So, we consider January 2019 is a suitable end date to assess the period during which Ms B and her family have been living in unsuitable overcrowded accommodation.
  79. We note the Council says the delays considering Ms B's request for a kitchen extension were because of Ms B's delay obtaining quotes for the work. But, even if this scheme had gone ahead, it would not have provided a comparable outcome to the original extension which the Council had agreed to fund. We also question why the Council agreed to a kitchen extension given this would not resolve the overcrowding problem.
  80. So, we find Ms B and her family have been living in unsuitable overcrowded accommodation because of fault by the Council from January 2009 to January 2019 – a ten year period. Ms B and her children have suffered considerable distress and inconvenience because of living in overcrowded conditions for such a long time. The Care Order was made to promote the welfare of two vulnerable children. The Council's failure to comply with the Order is extremely serious and could have put the placement at risk.
  81. During this period Ms B's own children have become young adults. Ms B's grandchildren, who started living with her when they were both under the age of

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two, are now attending secondary school. Ms B and her daughter have slept on mattresses on the living room floor because of the lack of space.

82. We do not dispute Ms B's comment that the family have struggled with privacy and emotional development because of the overcrowding.
83. The overcrowding has placed significant and avoidable pressures on Ms B's children and grandchildren during their childhood and adolescence. This is shown by the Looked after Child reviews undertaken by the Council.
84. The Council was also aware that the care plan was in breach of the fostering regulations because of the overcrowding. The Council should not have allowed this breach to continue for so long. In addition, it was noted by Council officers that Ms B had missed out on numerous refurbishments to the property which she would have benefited from if she had not bought her house from the Council. Officers identified that the house needed refurbishment.
85. We recognise the Council had some doubts about whether the extension would have resolved the family's overcrowding. But, it is clear that Ms B was satisfied with the proposed scheme. Also, we find the extension would have significantly improved the living conditions for the family. In addition, the Council should have considered this before agreeing to the Care Order.
86. We have asked the Council to make a payment to Ms B to reflect the injustice suffered by her family during this ten year period. In line with our [guidance on remedies](#), we have recommended the Council pay Ms B £200 for each month her family spent in unsuitable accommodation from January 2009 to January 2019.

**The Council did not provide funds for a people carrier vehicle until late 2016 even though the Council was aware that for some of this time Ms B did not have access to any vehicle**

87. Despite the Council's comments in response to our enquiries, we have not seen any evidence to show Cabinet considered Ms B's request for a people carrier vehicle in response to the Care Order of August 2005. Instead, the Council's records say that a Director decided in February 2010 that the Council would not pay for the vehicle.
88. The evidence strongly suggests the Council was at fault. First, because there was a significant delay of almost five years before the Council made a decision about whether to pay for the vehicle. Second, because the decision was made by a Director and not Cabinet.
89. In late 2016 the Council offered Ms B £10,000 for a people carrier. The Council has described this as a gesture of goodwill.
90. We have considered whether Ms B suffered a significant injustice as a result of the fault we have identified. If there had been no fault, the Council's Cabinet would have made a prompt decision in late 2005 about whether to pay for the people carrier vehicle. But the Cabinet may have decided not to pay for the vehicle. So, we cannot say it is more likely than not that the Council would have paid for a people carrier vehicle at this time. This means we cannot say on balance that the fault by the Council has meant Ms B missed out on having a people carrier vehicle from late 2005 to late 2016.
91. However, we find the fault by the Council has caused Ms B distress and uncertainty about whether the Council would pay for the vehicle.

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92. Ms B had to wait almost five years before the Council told her it would not pay for a people carrier vehicle. We have asked the Council to make a payment to Ms B to reflect the distress and uncertainty she suffered.

**The Council did not provide clear or consistent information about how Ms B would choose and pay for a people carrier vehicle**

93. The Council says it asked Ms B to find a car and said it would pay the dealership directly. Ms B says the Council initially told her it would pay the money to her directly. Ms B says because of the inconsistent information provided by the Council she could not proceed with the purchase of the first car she had chosen.
94. We have been provided with conflicting accounts of what the Council told Ms B about the purchase. We cannot say on balance the Council was at fault. Also, even if the information provided by the Council was not clear or consistent, the information does not suggest Ms B suffered a significant injustice which would justify our further involvement.

**The Council has refused to reimburse the money Ms B spent on storage costs because of the lack of space at the property and the additional furniture provided by social services for the planned extension**

95. Ms B says shortly after the Care Order of August 2005 social services provided her with furniture to be used in the new extension. This is disputed by the Council, which says it did not provide Ms B with additional furniture. We have been provided with conflicting accounts of what happened. Also, because of the significant amount of time that has passed, it is unlikely further investigation would help us form a view on this matter.
96. However, the Council is fully aware that Ms B's property is overcrowded and has been since 2005. Ms B would not have needed to pay for storage of some of the family's belongings if the extension had been built by the Council as agreed. Ms B has explained that she only used a storage facility from December 2016 because before then there was no such facility in the local area. We also note that the Council told Ms B one of the rooms was a fire risk because it was full of belongings.
97. So, in the circumstances we find Ms B's request for her storage costs to be reimbursed was entirely reasonable. So, we have asked the Council to reimburse Ms B's storage costs for the period of December 2016 to January 2019.

**The Council paid Ms B's foster allowance into the wrong bank account which meant she had to pay bank charges and missed direct debit payments**

98. The Council accepts that it wrongly paid Ms B's fostering allowance into her second bank account in late 2016. The Council apologised and reimbursed the bank charges Ms B paid as a result. This was a suitable response.
99. Ms B also says because of the Council's error, she missed a direct debit payment to her gas and electricity supplier. Ms B says this meant the terms of the payment arrangement changed, and it was no longer affordable.
100. The Council should have considered this point when it responded to Ms B's complaint. However, we cannot say the claimed injustice is a direct result of fault by the Council. It was for the utility supplier to decide whether to change Ms B's payment arrangement and Ms B could have explained to the utility supplier the reason for the missed payment.

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## Conclusions

101. The Council was at fault because it:
- took too long to ask Cabinet for funding for the extension;
  - did not build the extension after Cabinet approved the Council's request for funding;
  - unreasonably decided not to build the extension;
  - refused to reimburse Ms B's storage costs; and
  - did not make a decision on Ms B's request for a people carrier vehicle in line with the Care Order.

## Recommendations

102. 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 31(2), as amended*)
103. In addition to the requirements set out above, we welcome that the Council has agreed to:
- write and send an apology to Ms B for the fault we have identified and the impact it had on her and her family;
  - pay Ms B of £24,000 to reflect the avoidable distress she and her family suffered living in overcrowded conditions for 10 years (this is £200 a month);
  - pay Ms B £500 to reflect the distress and uncertainty she suffered because of the Council's failure to make a decision in line with the Care Order on funding for a people carrier vehicle; and
  - reimburse all Ms B's storage costs for the period of December 2016 to January 2019 (Ms B to provide the Council with invoices for this period).

## Decision

104. The Council was at fault and Ms B and her family suffered a significant injustice as a result. The Council has agreed to take a range of actions to put right this injustice. We have completed our investigation.