



We understand that a local authority's housing department can discharge its statutory duties when it secures suitable accommodation for Applicants under section 193 Housing Act. We are interested in all information and documents relating to the steps taken by your authority's housing department following an Applicant's acceptance or refusal of an offer under section 193 of the Housing Act, including the procedures for notifying Applicants about the consequences of acceptance and refusal, their rights to review, and the termination of the 'main housing duty' under section 193 of the Housing Act.

1. Please provide copies of any policies, guidelines and/or training prepared and/or followed by your authority's housing department which relate to the practice of notifying Applicants of an Offer in discharge of the 'main housing duty', and the steps to be taken by your authority's housing department where an Applicant accepts or refuses an Offer.
2. Please confirm what information is provided, and in what format, to Applicants when your authority's housing department makes an Offer in discharge of the 'main housing duty'. In particular:
 - a. Please confirm whether, and if so how, Applicants are advised in relation to:
 - i. the potential consequences of accepting or refusing an Offer, including as regards the potential termination of the authority's 'main housing duty'; and
 - ii. the Applicant's right to request a review.
 - b. To the extent your authority's housing department uses any templates and/or precedents for such communications, please provide copies of the same.
 - c. Please provide copies of the information provided to the Applicants in receipt of the five most recent Offers made by your authority's housing department, including the Offer itself and any subsequent correspondence.
 - d.

There are no policies or guidelines in relation to this. The Local Authority would follow the Homelessness Code of Guidance. There is no formal prepared training, as this would be delivered by providers as required.

Yes in a letter to the individual

i and ii) See attachment

See attachment

3. Please confirm what information is provided, and in what format, after an Applicant accepts or refuses an Offer and your authority's housing department terminates its 'main housing duty'. In particular:

- a. Please confirm whether it is your authority's housing department's practice to always send a separate letter to notify the Applicant of the termination of the 'main housing duty' after the acceptance or refusal of an Offer. [Letter sent to Individual](#)
- b. Please confirm, and if so how, Applicants are advised in relation to:
 - i. the consequences of your authority's housing department terminating its 'main housing duty'; and
 - ii. the Applicant's right to request a review.[i and ii\) Letter sent to individual](#)
- c. To the extent your authority's housing department uses any templates and/or precedents for such communications, please provide copies of the same. [See attachment](#)
- d. Please provide copies of the information provided in the five most recent cases where an Applicant has accepted or refused an Offer and your authority's housing department has terminated its 'main housing duty'. [See attachment](#)

4. If your authority's housing department's approach to notifying Applicants of Offers and/or the steps to be taken where an Applicant refuses an Offer is currently under and/or has been subject to review and/or legal challenge, please provide further details (and if already known, the outcome of that review and/or legal challenge). [Not Applicable](#)

FOI 18896

2b and 3c

Offer Letters – general

This is a notification letter making you a final offer of suitable social housing that is offered with the intention of bringing the main housing duty owed to you under section 193(2) to an end. We are pleased that we have been able to make you an offer of social housing but please note if you accept or refuse the offer it will bring any remaining duties owed to you to an end.

This is a decision made under the Housing Act 1996, Part 7 as amended by the Homelessness Reduction Act 2017.

Dear

You made a homeless application to the authority because you had a housing problem and wanted our help because you might be homeless.

We then carried out an assessment to see how we could help you. The outcome of our assessment was that we were satisfied that you were eligible for help and were homeless. We owed you a duty to take reasonable steps to help you to find something else to live and we recently wrote to you to inform you that this duty had come to an end.

We then confirmed that the Council had accepted what the homelessness legislation calls the main homeless duty under section 193(2) of the Housing Act 1996. What this means is that we had a duty to make sure that you were provided with suitable accommodation until we were able to offer you a social housing tenancy, or a 12-month tenancy for a property that you could rent.

To end this duty I am pleased to inform you that you have been *[amend from the following:]* allocated / nominated, through the Council's Housing Register / successfully bid for a housing association / Council tenancy at _____ *[enter address]*.

I am satisfied that the offer is suitable and reasonable for you to accept and I now need to tell you that if you accept or reject the offer our duty to help you to find somewhere else to live ends and no further duty will be owed to you. This is because I am satisfied that either:

a) If you accept the offer – That you will then have suitable long term accommodation,
or

b) If you reject the offer – The duty to help you to find accommodation will be brought to an end and because the offer is a Final Offer of suitable social housing no further duty will then be owed to you.

[Insert either:]

- *The Housing Management team will write to you with a date to view the accommodation offered to you. Or*
- *Attached to this letter are the details of the date and time when you are to view the offer*

I am pleased we are able to offer you social housing to resolve your homelessness. We hope you will be very happy with the offer but if there is anything you are not sure about or need clarifying please contact us urgently and we will be happy to explain.

Formally, in case you wish to seek independent advice I need to let you know that we owed you a duty under section 193(2) of the Housing Act 1996, and through complying with the procedure set out in Section 193(7A) we are making you a final offer of social housing with the intention of bringing the duty owed to you to an end. Our duty owed to you under Section 193(2) will end using Section 193 (6) (c) if you accept the offer and Section 193(7) if you refuse the offer.

Under section 193 (7) the local housing authority will cease to be subject to the 193(2) duty to secure accommodation if an applicant, having been informed of the possible consequence of refusal or acceptance, and of his right to request a review of the suitability of the accommodation, refuses a final offer of accommodation under Part 6.

Under section 193 (7A) an offer of accommodation under Part 6 is a final offer for the purposes of subsection (7) if it is made in writing and states that it is a final offer for the purposes of subsection (7). This letter clearly informs you of the consequences for you if you refuse the offer and of your right to request a review of the suitability of the accommodation regardless of whether you accept it, or refuse it.

My decision to offer this accommodation has been taken after also considering statutory guidance in the Homelessness Code of Guidance 2018 and in particular Chapters 3, 12, 14 and 17. Chapter 14 contains specific advice on when a local authority may bring the duty owed to you to an end and Chapter 17 gives advice on when accommodation offered may be considered suitable. I have also used the advice set out in Homelessness (Suitability of Accommodation) (England) Order 2012 as it provides advice on assessing the suitability of the location of any accommodation offered even though it does not formally apply to offers of social housing.

How I have followed the legal procedure set out in Section 193A for making a final offer of social housing to end the duty owed to you

We are intending to end the section 193(2) duty owed to you and have complied with the requirements set down in Section 193(7A) of the Housing Act 1996 Part 7.

Having considered Section 193(7A) we are satisfied that:

1. We owe you a duty under section 193(2), and
2. We are making a 'Final Offer of Social Housing through Part 6 of the Housing Act 1996' and this offer meets all of the requirements of section 193(7A).
3. This offer is made in writing by the authority with the intention of ending the duty owed to you under section 193(2) to an end, and
4. This offer letter states that this is a 'Final Offer' of Part 6 Social Housing' for the purposes of that section.
5. We are satisfied that this 'Final Part 6 accommodation offer' is suitable
6. This letter clearly informs you of the consequences for you if you refuse the offer and of your right to request a review of the suitability of the accommodation regardless of whether you accept it, or refuse it.
7. Please note that any applicant offered a social housing property also has a right to accept the property, sign the legal agreement to occupy it and still seek a review regarding its suitability. You will be expected to take up occupation of the property from the tenancy start date whilst awaiting any decision on the outcome of a request for a review.
8. Our advice if you do not wish to accept the property offered is to accept it, move in and seek a review. You are strongly advised to protect your position and ensure that you have accommodation to live in by accepting the offer and still exercising your right to review its suitability if you are in any way unhappy with the offer.
9. Any such request for a review must be received within 21 days of the date of any separate notification letter informing you that the duty owed to you has ended because you have refused an offer of suitable social housing.
10. I also need to inform you that if you wish to refuse the offer of accommodation it can only be held open for you for a very short period of time. This is 24 hours from the time and date stated in the offer notification letter unless we agree there are exceptional circumstances to hold the offer open for a longer period.

11. You must view the property on the date and time stated in this letter or on the date and time stated in any notification from the person or body making the offer.
12. You must then attend this housing office immediately on the same day as you view the property if you wanted to refuse the offer. The offer of accommodation cannot be held open for you for more than a short period of time to allow you to make a decision.
13. Please make sure that you view the offer of accommodation and if you are happy with it, the housing officer showing you the property, will then make the arrangements for you to sign the tenancy agreement.
14. If you don't view the offer and attend the Council's Housing Options office within 24 hours we will assume that you have refused the offer of accommodation and will then notify you that our duty to you has come to an end.

Why I am satisfied the accommodation is suitable

This section of the letter offering you the accommodation sets out a list of issues we have considered when assessing its suitability.

I am satisfied that the accommodation offered to you is suitable and reasonable for you to accept. I have decided that this offer is suitable by checking your housing needs and circumstances against the following regulations and other criteria that I am required to consider under the homeless legislation, statutory guidance and case law relating to the suitability of accommodation offered. I have assessed the suitability of the offer for you by having regard to:

1. I have been guided by Part 2 of the Homelessness (Suitability of Accommodation) (England) Order 2012, SI 2012/2601 and specifically the requirements that cover the suitability of the location of accommodation including:
 - a) The significance of any disruption to the employment, caring responsibilities or education of you or any member of your family;
 - b) The proximity and accessibility of the offer of accommodation to medical facilities and other support which are currently used by you or members of your family and are essential to your well-being, and
 - c) The proximity and accessibility of the accommodation to local services, amenities and transport;
2. I have considered the housing needs circumstances of you and any other members of your household. This includes any health matters and whether you

would be at risk of violence or a threat of violence that is likely to be carried out in the location where the property is situated.

3. I have considered the affordability of accommodation: Homelessness (Suitability of Accommodation) (England) Order 1996, SI 1996/3204. I am satisfied that the accommodation is affordable having fully considered the cost of the rent and any other expenditure relating to the property compared to the income available to you and specifically the outgoings which are needed for you to feed and clothe yourself and your household; to heat and light the property and to cover all other reasonable living expenses.
4. I have considered the Public Sector Equality Act 2010.
5. The public sector equality duty: s.149 Equality Act 2010. In particular whether your circumstances came under a protected group and, if so, how this impacted on my assessment of the suitability of the accommodation.
6. The duty to safeguard and promote the welfare of any children: s.11 Children Act 2004.
7. The guidance in the 2018 Homelessness Code of Guidance.
8. The assessment of your housing and support needs as set out in your personal housing plan and any subsequent review of that assessment. The relevant content of my Homelessness Strategy.

This is not an exhaustive list of all the issues we have considered.

We hope you will be very happy with the offer but if there is anything you are not sure about or need clarifying please contact us urgently and we will be happy to explain.

Yours sincerely

This is a notification letter making you a final private rented sector offer of suitable housing. We are pleased that we have been able to make you an offer but please note if you accept or refuse the offer it will bring our accommodation duty to you under section 193(2) of the Housing Act 1996 to an end.

This is a decision made under the Housing Act 1996, Part 7 as amended by the Homelessness Reduction Act 2017.

Dear

You made a homeless application to the authority because you had a housing problem and wanted our help because you might be homeless.

We then carried out an assessment to see how we could help you. The outcome of our assessment was that we were satisfied that you were eligible for help and were homeless. We owed you a duty to take reasonable steps to help you to find something else to live and we recently wrote to you to inform you that this duty had come to an end.

We then confirmed that the Council had accepted what the homelessness legislation calls the main homeless duty under section 193(2) of the Housing Act 1996. What this means is that we had a duty to make sure that you were provided with suitable accommodation until we were able to offer you a social housing tenancy, or a 12-month tenancy for a property that you could rent.

The council intends to end our duty and resolve your homelessness through a 'final private rented sector accommodation offer' by arranging for a private landlord to make you an offer of an assured short-hold tenancy in the private rented sector for a period of at least 12 months ("a private rented sector offer known as a PRSO offer.

I am pleased to offer you a private rented tenancy at _____ [enter address]. The accommodation is a final accommodation offer of a 12-month fixed term tenancy.

Please meet xxxxxxxxxxxx[enter name] at xx.xx[enter time] on xx/xx/xx[enter date] at _____ [enter address]. They will let you view the property and arrange for you to sign the tenancy.

It is important that you know that if you accept or refuse this final accommodation offer the result will be that the authority's duty to you under section 193(2) will come to an end and no further duty will be owed to you.

I am satisfied that the offer is suitable and reasonable for you to accept and I need to inform you that I am bringing the duty owed to you to an end because I am satisfied the offer will ensure that long term suitable accommodation will be available for you.

I am pleased we are able to offer you private rented housing to resolve your homelessness. We hope you will be very happy with the offer of accommodation that has been arranged to resolve your housing problems but if there is anything you are not sure about or need clarifying please contact us urgently and we will be happy to explain.

How I have met my legal duty in deciding the offer of accommodation is suitable and reasonable for you to accept:

I am sorry that the information below about our assessment of the suitability of this offer, and what happens if you refuse it, contains legal wording and references to legislation and regulations. Unfortunately, as this is a legal decision under the homeless legislation the Courts, who consider homeless cases, require me to show that I have made my decision by applying the correct law. We of course hope you will be happy with

the offer of accommodation but if there is anything in the legally worded paragraphs below that you are not sure about, or need clarifying, please contact us urgently and we will be happy to explain. You may want to seek legal advice about this offer, and the consequences for you. Your legal advisor will want to be clear as to how the Council has reached a decision that the accommodation is suitable and to check that the Council has applied the correct legislation and regulations.

My decision to offer this accommodation has been taken after also considering statutory guidance in the Homelessness Code of Guidance 2018 and in particular Chapters 3, 12, 14 and 17. Chapter 14 contains specific advice on when a local authority may bring the duty owed to you to an end and Chapter 17 gives advice on when accommodation offered may be considered suitable. I have also followed the requirements set out in Article 3 of the Homelessness (Suitability of Accommodation) (England) Order 2012 on assessing the suitability of the accommodation to be offered.

In case you need to seek independent advice, I have now set out the relevant sections of the homelessness legislation we have used to end the duty.

We are making the offer under section 193(7AA). Under this section a local authority shall cease to be subject to the main homelessness duty, if having informed you of the matters mentioned in section 193(7AB), you accept or refuse this private rented sector offer.

This suitable offer of private rented accommodation will end our duty to you whether you accept or refuse the property, and that you will receive only this one suitable offer of accommodation.

This offer has been made after a full consideration of your individual circumstances and the facts that apply to your case. Having undertaken this consideration the council is satisfied that it is appropriate to exercise the power given to it under the Housing Act 1996 (as amended) and to discharge its duty to you by arranging for a private landlord to make you an offer of an assured short-hold tenancy in the private rented sector for a period of at least 12 months (“a private rented sector offer”).

I must inform you in writing of the following matters:

a) That if you accept or reject this suitable Final offer of accommodation it will end our duty to you whether you accept or refuse the property offered.

b) That you have the right to request a review of the suitability of the accommodation offered, and any such request for a review must be received within 21 days of the date we will notify you by a separate letter that our duty to you under the homelessness

legislation has ended because of your refusal of the offer. I must also inform you that even if you accept the offer you can continue to request a review of our decision that the accommodation offered to you is suitable under section 202(1)(f). If you do wish to accept the offer and seek a review you must sign for the tenancy and move into the accommodation. It cannot be left vacant for you whilst you wait for the outcome of any review if you request a review.

c) I must also inform you of what will happen if you were to become homeless again within two years of acceptance of this offer and make a further application to this or any other English Local Authority. This is information concerning our reapplication duty. If you become homeless again within 2 years of accepting a PRSO offer and make a re-application for assistance within this 2 year period of accepting a private rented sector offer, and you are at that time eligible for assistance and have become homeless unintentionally a new duty to accommodate you will occur under section 193(2) regardless of whether you still have a priority need.

This is a *private rented sector offer* defined by section 193(7AC) as an offer of an assured shorthold tenancy made by a private landlord to an applicant in relation to any accommodation which:

1. Has been made available for the applicant's occupation by a private landlord,
2. Is made with the approval of the authority, in pursuance of arrangements made by the authority with the landlord with a view to bringing the section 193(2) duty to an end, and
3. Is a fixed term Assured Shorthold Tenancy for a period of at least 12 months.

Our advice if you do not wish to accept the property offered is to accept it and seek a review. You will be expected to take up occupation of the tenancy at the tenancy start date whilst you waited for the outcome of your request for a review of its suitability. You are strongly advised to protect your position and ensure that you have accommodation to live in by accepting the offer and still exercising your right to review its suitability if you are in any way unhappy with the offer.

If the review finds in your favour the council would then be under a duty to provide you with another offer of suitable accommodation.

I also need to inform you that if you wish to refuse the offer of accommodation it can only be held open for you for a very short period of time. This is 24 hours from the time and date stated in this offer notification letter unless we agree there are exceptional circumstances to hold the offer open for a longer period.

Please make sure that you view the offer of accommodation on the date and time stated in this letter and if you are happy with it, the housing officer showing you the property, will then make the arrangements for you to sign the tenancy agreement.

You must then attend this housing office immediately on the same day as you viewed the property if you wanted to refuse the offer.

If you don't view the offer and attend the Council's Housing Options office within 24 hours we will assume that you have refused the offer of accommodation and will then notify you that our duty to you has come to an end.

Why I am satisfied the accommodation is suitable for you:

This section of the letter offering you the accommodation sets out a list of issues we have considered when assessing its suitability.

I am satisfied that the accommodation offered to you is suitable and reasonable for you to accept. I have decided that this offer is suitable by checking your housing needs and circumstances against the following regulations and other criteria that I am required to consider under the homeless legislation, statutory guidance and case law relating to the suitability of accommodation offered. I have assessed the suitability of the offer for you by having regard to:

1. I have followed the requirements set out in Article 3 of the Homelessness (Suitability of Accommodation) (England) Order 2012, and specifically all the statutory requirements that cover the property and the suitability of the location of accommodation including:
 - a) Where the accommodation is located out of the authority's district, the distance of the accommodation from the district;
 - b) The significance of any disruption to the employment, caring responsibilities or education of the applicant or any member of his or her household;
 - c) The proximity and accessibility of the accommodation to medical facilities and other support which are currently being used by or provided to the applicant or members of his or her household and which are essential to the well-being of the applicant or members of his or her household; and

- d) The proximity and accessibility of the accommodation to local services, amenities and transport;
- 2. I have also considered whether the accommodation offered is in the view of the Council in a reasonable condition and have used the guidance in Part 2 of the (Suitability of Accommodation) (England) Order 2012 to help guide me on the suitability of the accommodation offered.
- 3. I have considered the housing needs circumstances of you and any other members of your household. This includes any health matters and whether you would be at risk of violence or a threat of violence that is likely to be carried out in the location where the property is situated.
- 4. I have considered the affordability of accommodation: Homelessness (Suitability of Accommodation) (England) Order 1996, SI 1996/3204. I am satisfied that the accommodation is affordable having fully considered the cost of the rent and any other expenditure relating to the property compared to the income available to you and specifically the outgoings which are needed for you to feed and clothe yourself and your household; to heat and light the property and to cover all other reasonable living expenses.
- 5. I have considered the Public Sector Equality Act 2010.
- 6. Parts 9 and 10 Housing Act 1985: slum clearance and overcrowding (s.210 (1)).
- 7. Parts 1 to 4 Housing Act 2004: hazards, houses in multiple occupation & licensing (s.210 (1)).
- 8. The public sector equality duty: s.149 Equality Act 2010. In particular whether your circumstances came under a protected group and, if so, how this impacted on my assessment of the suitability of the accommodation.
- 9. The duty to safeguard and promote the welfare of any children: s.11 Children Act 2004.
- 10. The guidance in the 2018 Homelessness Code of Guidance as set out above.
- 11. The relevant content of my Homelessness Strategy.

This is not an exhaustive list of all the issues we have considered and to see a full list of all the issues we consider for every applicant being offered a final accommodation offer, you can ask us for a copy of our assessment procedure and recording form.

I will notify you by a separate letter that our duty owed to you has ended once you have viewed the property and considered the offer.

A final reminder, if you wish to refuse the offer, you are strongly advised to protect your position and ensure that you have accommodation to live in by accepting the offer and still exercising your right to review its suitability.

Yours sincerely

Ending duties

This is a notification under the Housing Act 1996 to let you know that our duty to you has ended as you have accepted an offer of social housing made through the councils housing allocation scheme.

Dear

We wrote to you to confirm that the Council had accepted what the homelessness legislation calls the main homeless duty under section 193(2) of the Housing Act 1996. What this means is that we had a duty to make sure that you were provided with suitable accommodation until we were able to offer you a tenancy in social housing, or a 12-month tenancy for a property that you could rent.

I now need to tell you that our duty has come to an end because you have been offered and accepted a *housing association/council tenancy* [select as appropriate]. This offer was made through the Council's housing allocation scheme. I am pleased you have been able to obtain social housing and this has resolved your homelessness.

Formally, in case you wish to seek independent advice I need to let you know that we owed you a duty under section 193(2) of the Housing Act 1996, and under section 193 (6) (c) we have now ended the duty owed to you. My decision has been taken after also considering statutory guidance in the Homelessness Code of Guidance 2018 and in particular Chapters 15 and 17. This includes specific advice on when a local authority may bring the duty owed to you to an end through a final offer of social housing.

Please note we have also followed the procedure for making a final accommodation offer set out in the legislation and the details were confirmed in a final offer letter notifying you of the offer.

Although we are pleased that we have been able to help you to resolve your housing problem I still need to tell you that, if you do not agree with the Council's decision to end the duty, you can still ask for a review of this decision if you think the accommodation offered isn't suitable for you. If you wish to request a review you must let us know within 21 days of the notification of this decision.

The reason you can still seek a review is because under the homelessness legislation you have a right to accept the tenancy for a property offered, to move in, and still seek a review of our decision to end the duty owed to you if you think the accommodation isn't suitable for you.

If you require any further help with any housing problem in the future, or if you have any query regarding this letter please contact a member of the Council's Housing Options team by phone or e-mail and we will be happy to help.

We wish you well in your new home.

Yours sincerely

This is a notification under the Housing Act 1996 to let you know that our duty to you has ended as you have accepted an offer of social housing made through the councils housing allocation scheme.

Dear

We wrote to you to confirm that the Council had accepted what the homelessness legislation calls the main homeless duty under section 193(2) of the Housing Act 1996. What this means is that we had a duty to make sure that you were provided with suitable accommodation until we were able to offer you a tenancy in social housing, or a 12-month tenancy for a property that you could rent.

I now need to tell you that our duty has come to an end because you have been offered and accepted a *housing association/council tenancy [select as appropriate]*. This offer was made through the Council's housing allocation scheme. I am pleased you have been able to obtain social housing and this has resolved your homelessness.

Formally, in case you wish to seek independent advice I need to let you know that we owed you a duty under section 193(2) of the Housing Act 1996, and under section 193 (6) (c) we have now ended the duty owed to you. My decision has been taken after also considering statutory guidance in the Homelessness Code of Guidance 2018 and in particular Chapters 15 and 17. This includes specific advice on when a local authority may bring the duty owed to you to an end through a final offer of social housing.

Please note we have also followed the procedure for making a final accommodation offer set out in the legislation and the details were confirmed in a final offer letter notifying you of the offer.

Although we are pleased that we have been able to help you to resolve your housing problem I still need to tell you that, if you do not agree with the Council's decision to end the duty, you can still ask for a review of this decision if you think the accommodation offered isn't suitable for you. If you wish to request a review you must let us know within 21 days of the notification of this decision.

The reason you can still seek a review is because under the homelessness legislation you have a right to accept the tenancy for a property offered, to move in, and still seek a review of our decision to end the duty owed to you if you think the accommodation isn't suitable for you.

If you require any further help with any housing problem in the future, or if you have any query regarding this letter please contact a member of the Council's Housing Options team by phone or e-mail and we will be happy to help.

We wish you well in your new home.

Yours sincerely

This is a notification under Part 7 of the Housing Act 1996 to let you know that our duty to you has ended as you have refused an offer of social housing made through the councils housing allocation scheme.

Dear

We wrote to you to confirm that the Council had accepted what the homelessness legislation calls the main homeless duty under section 193(2) of the Housing Act 1996. What this means is that we had a duty to make sure that you were provided with suitable temporary accommodation until we were able to offer you a tenancy in social housing, or a 12-month tenancy for a property that you could rent.

Unfortunately, I now need to tell you that this duty has come to an end because you have refused a suitable final offer of social housing made under the Council's Housing Allocation Scheme.

We made you an offer of a housing association/council tenancy through the Council's housing allocation scheme for _____ *[enter details in here of the offer]*.

I am satisfied that you have refused this offer.

Formally, in case you wish to seek independent advice I need to let you know that we owed you a duty under section 193(2) of the Housing Act 1996, and under section 193 (7) we have now ended the duty owed to you. My decision has been taken after also considering statutory guidance in the Homelessness Code of Guidance 2018 and in particular Chapters 15 and 17. This includes specific advice on when a local authority may bring the duty owed to you to an end through a final offer of social housing.

Please note we have also followed the procedure for making a final accommodation offer set out in section 193 (7A) of the legislation and the details of the procedure we followed was confirmed in the letter notifying you of the offer.

On the date you were notified in writing of the offer you were also notified that we considered the offer of social housing to be suitable and reasonable for you and your household and therefore reasonable for you to accept the tenancy offered.

You were also notified that this was a final offer made under the Council's Housing Allocation scheme and that if you accepted it or refused it our duty to you would end.

When we offered you the property we also told you in the offer letter that you have a right to accept the tenancy for the property offered, to move in, and still seek a review of our decision to end the duty owed to you if you think the property isn't suitable for you.

The checks we carried out under the homelessness legislation to ensure that the offer as suitable were also listed in the offer letter

You have also given a reasonable period of time to consider whether to accept the offer and to seek independent legal advice.

I am also satisfied that you were fully aware that the consequences of refusing the offer would be that the duty we owed you, including our duty to provide temporary accommodation, would end.

We can still offer you advice on how to find a home you would prefer but unfortunately we no longer have any duty to you to secure accommodation.

You have a right to seek a review of our decision to end the duty owed to you if you still think the property isn't suitable for you. If you do request a review we will carry out a review of our decision that the property is suitable for you and our decision to end the duty owed to you at the same time.

If you want a review you must tell us before the end of 21 days beginning from the date we notified you of this decision.

The Council is satisfied that the accommodation offered was suitable and reasonable for you to accept as all of the following apply. The Council is satisfied that:

a) The property is suitable in terms of its space and arrangement and meets all the standards required for letting a social housing property. The property has been 'signed off' as ready to let by the technical team for the social landlord.

We have also considered a wide range of information including:

b) The information on your housing file including our assessment of your and your family's/partner's housing needs.

c) The distance of the property from where you became homeless from.

d) The amount of disruption the new location might cause to the employment, caring responsibilities or education of you or any member of your family/partner.

e) How close the property is to essential medical or support facilities needed by you or members of your household and how easily you could access them.

f) The proximity and accessibility of the property to local services, amenities and transport.

g) Whether you or any member of your household would be at risk of violence or harassment in the area in which the property is located.

This is not an exhaustive list of all the issues we considered and to see a full list of all the issues we consider for every applicant being offered temporary accommodation please ask us for a copy of the assessment form we use. Our notification letter offering the property also sets out the full list of issues we considered when assessing its suitability.

I am also satisfied that the accommodation is affordable and I have reached this decision by carefully considering the cost of the rent and any other expenditure needed to manage the property and compared these costs to the income available to you and specifically the outgoings which we estimate you need to feed and clothe yourself and your household; to heat and light the property and to cover all other reasonable living expenses.

I have considered your reasons for refusing the property. These are that:

In accordance with the Council's procedure in cases of where a temporary accommodation duty has ended due to an intentional act, a referral can be made, if you consent to it, to the Children and Families Social Services Department. Please let me know if you want a referral to be made.

If you have any query regarding this letter please contact a member of the Council's Housing Options team by phone or e-mail.

Yours sincerely

This is a notification under Part 7 of the Housing Act 1996 to let you know that our duty to you has ended as you have refused a final offer of suitable private rented accommodation of a minimum 12 month assured shorthold tenancy that was offered to end the duty owed to you.

Dear

We wrote to you to confirm that the Council had accepted what the homelessness legislation calls the main homeless duty under section 193(2) of the Housing Act 1996. What this means is that we had a duty to make sure that you were provided with suitable accommodation until we were able to make you a final offer of a tenancy in social housing or a minimum 12-month tenancy for a property that you could rent.

Unfortunately, I now need to tell you that this duty has come to an end because you have refused a final private sector offer of _____ [enter address and description of the AST offered such as 3 bed house].

We arranged for a private landlord to make you an offer of a 12-month fixed term assured shorthold tenancy. The offer was made with our approval and with the intention of bringing the section 193(2) accommodation duty owed to you to an end.

We notified you when we made the offer that if you accepted or rejected it, the duty owed to you would come to an end. I am satisfied that you have refused this offer.

Formally, in case you wish to seek independent advice I need to let you know that we owed you a duty under section 193(2) of the Housing Act 1996, and under section 193 (7AA)(b) we have now ended the duty owed to you. My decision has been taken after

considering statutory guidance in the Homelessness Code of Guidance 2018 and in particular Chapters 15, 16 and 17. This includes specific advice on when a local authority may bring the duty owed to you to an end through a final offer of suitable. The offer I have made also fully complies with Article 3 of the Homelessness (Suitability of Accommodation) (England) Order 2012. We have also fully followed the procedure required of us by sections 193 (7AB) (7AC) and (7F) of the Homelessness legislation.

On the date you refused the offer we notified you in writing that we considered the offer to be suitable and reasonable for you and your household and therefore reasonable for you to accept and it would fully meet our section 193(2) duty. The checks we carried out under the homelessness legislation to ensure that the offer was suitable were also listed in our notification letter. We then gave you a final chance to accept the offer following issuing you with the notification letter.

When we offered you the property we also told you in the offer letter that under the homeless legislation you have a right to accept the accommodation offered, to move in, and still seek a review of our decision to end the duty owed to you if you think the property isn't suitable for you.

The Council is satisfied that the accommodation offered was suitable and reasonable for you to accept as all of the following apply. The Council is satisfied that:

- a) The property is suitable in terms of its space and arrangement and that it is in a reasonable physical condition.
- b) The electrical equipment at the property meets the requirements of Regulation 5 and 7 of the Electrical Equipment (Safety) Regulations 1994(a).
- c) The Landlord has provided a Gas Safety Certificate, an Energy Performance Certificate and has taken reasonable precautions to prevent the possibility of Carbon Monoxide poisoning at the property. There is also a written and suitable tenancy agreement.
- d) The Council also considers the Landlord to be a fit and proper person to act in the capacity of Landlord,

We have also considered a wide range of information including:

- e) The information on your housing file including our assessment of your and your family's/partner's housing needs.
- f) The distance of the property from our area.
- g) The amount of disruption the location of the property would cause to the employment, caring responsibilities or education of you or any member of your family/partner.
- h) How close the property is to essential medical or support facilities needed by you or members of your household and how easily you could access them.
- i) The proximity and accessibility of the property to local services, amenities and transport.
- j) Whether you or any member of your household would be at risk of violence or harassment in the area in which the property is located.

This is not an exhaustive list of all the issues we considered. Our notification letter offering the property also sets out the full list of issues we considered when assessing its suitability.

I am also satisfied that the accommodation is affordable and I have reached this decision by carefully considering the cost of the rent and any other expenditure needed to manage the property and compared these costs to the income available to you and specifically the outgoings which we estimate you need to feed and clothe yourself and your household; to heat and light the property and to cover all other reasonable living expenses.

I have considered your reasons for refusing the property. These are that:

I have fully considered all of the reasons stated by you for refusing the offer of accommodation and I am satisfied that the accommodation offered to you was suitable and reasonable for you to accept.

I am also satisfied that you were fully aware that the consequences of refusing the offer would be that the duty we owed you would end.

We can still offer you advice on how to find accommodation that you would prefer but unfortunately we no longer have any duty to you to secure accommodation.

You have a right to seek a review of our decision to end the duty owed to you if you still think the accommodation offered isn't suitable for you. If you do request a review we will carry out a review of our decision that the property is suitable for you and our decision to end the duty owed to you at the same time. If you want a review you must tell us before the end of 21 days beginning from the date we notified you of this decision.

[Now follow on with the paragraph constructed using the following options depending on how the TA is occupied]

[The Housing Officer needs to set out how the temporary accommodation occupied will be terminated. Example paragraphs are set out below:]

- *This decision means that the Council is no longer under a duty to provide you with temporary accommodation and we have terminated your licence to occupy your temporary accommodation and given you reasonable notice to leave by xx/xx/yyyy[insert date].*
- *This decision means that the Council is no longer under a duty to provide you with temporary accommodation and we have or will issue a notice terminating your non-secure tenancy.*
- *This decision means that the Council is no longer under a duty to provide you with temporary accommodation and we informed the provider of your temporary accommodation of this fact. They will now be likely to issue you with a notice terminating your occupation.*

In accordance with the Council's procedure in cases of where a temporary accommodation duty has ended due to an intentional act, a referral can be made, if you

consent to it, to the Children and Families Social Services Department. Please let me know if you want a referral to be made.

Please let me know if you want a referral to be made.

If you have any query regarding this letter please contact a member of the Council's Housing Options team by phone or e-mail.

Alternatively you can seek independent advice.

Yours sincerely

Q2c last 5 offers letters – (we have provided 5 offers within the last month, we cannot say that they were the last 5 offers in totality).

Letter 1

This is a notification letter making you a final offer of suitable social housing made to bring our duty to help you resolve your homelessness to an end (our section 189B duty). We are pleased that we have been able to make you an offer of social housing but please note if you accept or refuse the offer no further duty will be owed to you under the housing act 1996.

This is a decision made under the Housing Act 1996, Part 7 as amended by the Homelessness Reduction Act 2017.

Dear

You contacted us with a housing problem and wanted our help because you might be homeless.

We notified you that we owed you a duty to take reasonable steps to help you to secure that suitable accommodation becomes available for your occupation, or in non-legal language a duty to help you to find somewhere else to live.

This duty is formally a Section 189B(2) duty under the Homelessness Legislation and is a duty to take reasonable steps to help an applicant to secure that suitable accommodation becomes available for their occupation. The duty requires the local authority to help you to secure suitable accommodation that has a 'reasonable prospect' of being available for at least 6 months.

To end this duty I am pleased to inform you that you have been allocated through the Council's Housing Register a council tenancy at.....

I am satisfied that the offer is suitable and reasonable for you to accept and I now need to tell you that if you accept or reject the offer our duty to help you to find somewhere

else to live ends and no further duty will be owed to you. This is because I am satisfied that either:

- a) If you accept the offer – That you will then have suitable long term accommodation, or
- b) If you reject the offer – The duty to help you to find accommodation will be brought to an end and because the offer is a Final Offer of suitable social housing no further duty will then be owed to you.

I am very pleased we are able to offer you social housing to resolve your homelessness. We hope you will be very happy with the offer but if there is anything you are not sure about or need clarifying please contact us urgently and we will be happy to explain.

Formally, in case you wish to seek independent advice I need to let you know that we owed you a duty under section 189B(2) of the Housing Act 1996, and by complying with Section 193A we are making you a final offer of social housing with the intention of bringing the duty owed to you to an end under Section 189B (9)(a).

How I have followed the legal procedure set out in Section 193A for making a final offer of social housing to end the duty owed to you

We are intending to end the section 189B(2) duty owed to you and have complied with the requirements set down in Section 193A of the Housing Act 1996 Part 7.

Under section 193A we are satisfied that:

1. We owe you a duty under section 189B(2) to resolve your homelessness, and
2. We are making a ‘final Part 6 accommodation offer’ and this offer meets all of the requirements of section 193A 1 – 7, and in particular the requirements of section 193A(5) to bring the duty owed to you to an end.

3. This offer is made in writing by the authority with the intention of ending the duty owed to you under section 189B(2), and
4. This offer letter states that this is a 'final offer' of Par 6 Social Housing for the purposes of that section.
5. We are satisfied that this 'Final Part 6 accommodation offer' is suitable
6. This letter clearly informs you of the consequences for you if you refuse the offer and of your right to request a review of the suitability of the accommodation regardless of whether you accept it, or refuse it.

Unfortunately, if you refuse the offer our duty to you under section 189B(2) will come to an end and due to restriction placed on the local authority by section 193A (3), the section 193 (2) main housing duty to secure that you have suitable temporary accommodation will not be owed to you regardless of the fact that you have, or may have, a priority need for accommodation. As we are also satisfied that you are not intentionally homeless no further homelessness or accommodation duty will be owed to you if you refuse this offer.

This letter formally advises you that:

1. You have the right to request a review if you believe the accommodation to be unsuitable.
2. Please note that any applicant offered a social housing property also has a right to accept the property, sign the legal agreement to occupy it and still seek a review regarding its suitability. You will be expected to take up occupancy on the tenancy start date whilst awaiting the outcome of any review decision.
3. Our advice if you do not wish to accept the property offered is to accept it, move in and seek a review. You are strongly advised to protect your position and ensure that you have accommodation to live in by accepting the offer and still exercising your right to review its suitability if you are in any way unhappy with the offer.
4. Any such request for a review must be received within 21 days of the date of any separate notification letter informing you that the duty owed to you has ended

because you have refused an offer of suitable social housing.

5. I also need to inform you that if you wish to refuse the offer of accommodation it can only be held open for you for a very short period of time. This is 24 hours from the time and date stated in the offer notification letter unless we agree there are exceptional circumstances to hold the offer open for a longer period.
6. You must view the property on the date and time stated in this letter or on the date and time stated in any notification from the person or body making the offer.
7. You must then attend this housing office immediately on the same day as you view the property if you wanted to refuse the offer. The offer of accommodation cannot be held open for you for more than a short period of time to allow you to make a decision.
8. Please make sure that you view the offer of accommodation and if you are happy with it, the housing officer showing you the property, will then make the arrangements for you to sign the tenancy agreement.
9. If you don't view the offer and attend the Council's Housing Options office within 24 hours we will assume that you have refused the offer of accommodation and will then notify you that our duty to you has come to an end.

Why I am satisfied the accommodation is suitable

This section of the letter offering you the accommodation sets out a list of issues we have considered when assessing its suitability.

I am satisfied that the accommodation offered to you is suitable and reasonable for you to accept. I have decided that this offer is suitable by checking your housing needs and circumstances against the following regulations and other criteria that I am required to consider under the homeless legislation, statutory guidance and case law relating to the suitability of accommodation offered. I have assessed the suitability of the offer for you by having regard to:

1. I have been guided by Part 2 of the Homelessness (Suitability of Accommodation) (England) Order 2012, SI 2012/2601 and specifically the requirements that cover the suitability of the location of accommodation

including:

- a) The significance of any disruption to the employment, caring responsibilities or education of you or any member of your family;
- b) The proximity and accessibility of the offer of accommodation to medical facilities and other support which are currently used by you or members of your family and are essential to your well-being, and
- c) The proximity and accessibility of the accommodation to local services, amenities and transport;
- d) I have considered the housing needs circumstances of you and any other members of your household. This includes any health matters and whether you would be at risk of violence or a threat of violence that is likely to be carried out in the location where the property is situated.

2. I have considered the affordability of accommodation: Homelessness (Suitability of Accommodation) (England) Order 1996, SI 1996/3204. I am satisfied that the accommodation is affordable having fully considered the cost of the rent and any other expenditure relating to the property compared to the income available to you and specifically the outgoings which are needed for you to feed and clothe yourself and your household; to heat and light the property and to cover all other reasonable living expenses.
3. I have considered the Public Sector Equality Act 2010 and in particular whether your circumstances came under a protected group and, if so, how this impacted on my assessment of the suitability of the accommodation.
4. The duty to safeguard and promote the welfare of any children: s.11 Children Act 2004.
5. The guidance in the 2018 Homelessness Code of Guidance and in particular Chapters 3, 12, 14 and 17. Chapter 14 contains specific advice on when a local authority may bring the duty owed to you to an end and Chapter 17 gives advice on when accommodation offered may be considered suitable. I have also used the advice set out in Homelessness (Suitability of Accommodation) (England) Order 2012 as it provides advice on assessing the suitability of accommodation.

6. The assessment of your housing and support needs as set out in your personal housing plan and any subsequent review of that assessment. The relevant content of my Homelessness Strategy.

This is not an exhaustive list of all the issues we have considered.

We hope you will be very happy with the offer but if there is anything you are not sure about or need clarifying please contact us urgently and we will be happy to explain.

Yours sincerely

Letter 2

This is a notification letter making you a final offer of suitable social housing made to bring our duty to help you resolve your homelessness to an end (our section 189B duty). We are pleased that we have been able to make you an offer of social housing but please note if you accept or refuse the offer no further duty will be owed to you under the housing act 1996.

This is a decision made under the Housing Act 1996, Part 7 as amended by the Homelessness Reduction Act 2017.

Dear ,

You contacted us with a housing problem and wanted our help because you might be homeless.

We notified you that we owed you a duty to take reasonable steps to help you to secure that suitable accommodation becomes available for your occupation, or in non-legal language a duty to help you to find somewhere else to live.

This duty is formally a Section 189B(2) duty under the Homelessness Legislation and is a duty to take reasonable steps to help an applicant to secure that suitable accommodation becomes available for their occupation. The duty requires the local authority to help you to secure suitable accommodation that has a 'reasonable prospect' of being available for at least 6 months.

To end this duty I am pleased to inform you that you have been allocated through the Council's Housing Register, a Council tenancy at.....

I am satisfied that the offer is suitable and reasonable for you to accept and I now need to tell you that if you accept or reject the offer our duty to help you to find somewhere else to live ends and no further duty will be owed to you. This is because I am satisfied that either:

- a) If you accept the offer – That you will then have suitable long term accommodation, or
- b) If you reject the offer – The duty to help you to find accommodation will be brought to an end and because the offer is a Final Offer of suitable social housing no further duty will then be owed to you.

The Lettings Team will contact directly once the property is ready to let.

I am very pleased we are able to offer you social housing to resolve your homelessness. We hope you will be very happy with the offer but if there is anything you are not sure about or need clarifying please contact us urgently and we will be happy to explain.

Formally, in case you wish to seek independent advice I need to let you know that we owed you a duty under section 189B(2) of the Housing Act 1996, and by complying with Section 193A we are making you a final offer of social housing with the intention of bringing the duty owed to you to an end under Section 189B (9)(a).

How I have followed the legal procedure set out in Section 193A for making a final offer of social housing to end the duty owed to you

We are intending to end the section 189B(2) duty owed to you and have complied with the requirements set down in Section 193A of the Housing Act 1996 Part 7.

Under section 193A we are satisfied that:

1. We owe you a duty under section 189B(2) to resolve your homelessness, and
2. We are making a ‘final Part 6 accommodation offer’ and this offer meets all of the requirements of section 193A 1 – 7, and in particular the requirements of section 193A(5) to bring the duty owed to you to an end.

3. This offer is made in writing by the authority with the intention of ending the duty owed to you under section 189B(2), and
4. This offer letter states that this is a 'final offer' of Par 6 Social Housing for the purposes of that section.
5. We are satisfied that this 'Final Part 6 accommodation offer' is suitable
6. This letter clearly informs you of the consequences for you if you refuse the offer and of your right to request a review of the suitability of the accommodation regardless of whether you accept it, or refuse it.

Unfortunately, if you refuse the offer our duty to you under section 189B(2) will come to an end and due to restriction placed on the local authority by section 193A (3), the section 193 (2) main housing duty to secure that you have suitable temporary accommodation will not be owed to you regardless of the fact that you have, or may have, a priority need for accommodation. As we are also satisfied that you are not intentionally homeless no further homelessness or accommodation duty will be owed to you if you refuse this offer.

This letter formally advises you that:

1. You have the right to request a review if you believe the accommodation to be unsuitable.
2. Please note that any applicant offered a social housing property also has a right to accept the property, sign the legal agreement to occupy it and still seek a review regarding its suitability. You will be expected to take up occupancy on the tenancy start date whilst awaiting the outcome of any review decision.
3. Our advice if you do not wish to accept the property offered is to accept it, move in and seek a review. You are strongly advised to protect your position and ensure that you have accommodation to live in by accepting the offer and still exercising your right to review its suitability if you are in any way unhappy with the offer.
4. Any such request for a review must be received within 21 days of the date of any separate notification letter informing you that the duty owed to you has ended

because you have refused an offer of suitable social housing.

5. I also need to inform you that if you wish to refuse the offer of accommodation it can only be held open for you for a very short period of time. This is 24 hours from the time and date stated in the offer notification letter unless we agree there are exceptional circumstances to hold the offer open for a longer period.
6. You must view the property on the date and time stated in this letter or on the date and time stated in any notification from the person or body making the offer.
7. You must then attend this housing office immediately on the same day as you view the property if you wanted to refuse the offer. The offer of accommodation cannot be held open for you for more than a short period of time to allow you to make a decision.
8. Please make sure that you view the offer of accommodation and if you are happy with it, the housing officer showing you the property, will then make the arrangements for you to sign the tenancy agreement.
9. If you don't view the offer and attend the Council's Housing Options office within 24 hours we will assume that you have refused the offer of accommodation and will then notify you that our duty to you has come to an end.

Why I am satisfied the accommodation is suitable

This section of the letter offering you the accommodation sets out a list of issues we have considered when assessing its suitability.

I am satisfied that the accommodation offered to you is suitable and reasonable for you to accept. I have decided that this offer is suitable by checking your housing needs and circumstances against the following regulations and other criteria that I am required to consider under the homeless legislation, statutory guidance and case law relating to the suitability of accommodation offered. I have assessed the suitability of the offer for you by having regard to:

1. I have been guided by Part 2 of the Homelessness (Suitability of Accommodation) (England) Order 2012, SI 2012/2601 and specifically the requirements that cover the suitability of the location of accommodation

including:

- a) The significance of any disruption to the employment, caring responsibilities or education of you or any member of your family;
- b) The proximity and accessibility of the offer of accommodation to medical facilities and other support which are currently used by you or members of your family and are essential to your well-being, and
- c) The proximity and accessibility of the accommodation to local services, amenities and transport;
- d) I have considered the housing needs circumstances of you and any other members of your household. This includes any health matters and whether you would be at risk of violence or a threat of violence that is likely to be carried out in the location where the property is situated.

2. I have considered the affordability of accommodation: Homelessness (Suitability of Accommodation) (England) Order 1996, SI 1996/3204. I am satisfied that the accommodation is affordable having fully considered the cost of the rent and any other expenditure relating to the property compared to the income available to you and specifically the outgoings which are needed for you to feed and clothe yourself and your household; to heat and light the property and to cover all other reasonable living expenses.
3. I have considered the Public Sector Equality Act 2010 and in particular whether your circumstances came under a protected group and, if so, how this impacted on my assessment of the suitability of the accommodation.
4. The duty to safeguard and promote the welfare of any children: s.11 Children Act 2004.
5. The guidance in the 2018 Homelessness Code of Guidance and in particular Chapters 3, 12, 14 and 17. Chapter 14 contains specific advice on when a local authority may bring the duty owed to you to an end and Chapter 17 gives advice on when accommodation offered may be considered suitable. I have also used the advice set out in Homelessness (Suitability of Accommodation) (England) Order 2012 as it provides advice on assessing the suitability of accommodation.

6. The assessment of your housing and support needs as set out in your personal housing plan and any subsequent review of that assessment. The relevant content of my Homelessness Strategy.

This is not an exhaustive list of all the issues we have considered.

We hope you will be very happy with the offer but if there is anything you are not sure about or need clarifying please contact us urgently and we will be happy to explain.

Yours sincerely,

Letter 3

This is a notification letter making you a final offer of suitable social housing that is offered with the intention of bringing the main housing duty owed to you under section 193(2) to an end. We are pleased that we have been able to make you an offer of social housing but please note if you accept or refuse the offer it will bring any remaining duties owed to you to an end.

This is a decision made under the Housing Act 1996, Part 7 as amended by the Homelessness Reduction Act 2017.

Dear ,

You made a homeless application to the authority because you had a housing problem and wanted our help because you might be homeless.

We then carried out an assessment to see how we could help you. The outcome of our assessment was that we were satisfied that you were eligible for help and were homeless. We owed you a duty to take reasonable steps to help you to find something else to live and we recently wrote to you to inform you that this duty had come to an end.

We then confirmed that the Council had accepted what the homelessness legislation calls the main homeless duty under section 193(2) of the Housing Act 1996. What this means is that we had a duty to make sure that you were provided with suitable accommodation until we were able to offer you a social housing tenancy, or a 12-month tenancy for a property that you could rent.

To end this duty I am pleased to inform you that you have been allocated through the Council's Housing Register, a Wigan Council Ethical Lettings Agency tenancy.....

I am satisfied that the offer is suitable and reasonable for you to accept and I now need to tell you that if you accept or reject the offer our duty to help you to find somewhere else to live ends and no further duty will be owed to you. This is because I am satisfied that either:

- a) If you accept the offer – That you will then have suitable long term accommodation,
- b) If you reject the offer – The duty to help you to find accommodation will be brought to an end and because the offer is a Final Offer of suitable social housing no further duty will then be owed to you.

I am pleased we are able to offer you social housing to resolve your homelessness. We hope you will be very happy with the offer but if there is anything you are not sure about or need clarifying please contact us urgently and we will be happy to explain.

Formally, in case you wish to seek independent advice I need to let you know that we owed you a duty under section 193(2) of the Housing Act 1996, and through complying with the procedure set out in Section 193(7A) we are making you a final offer of social housing with the intention of bringing the duty owed to you to an end. Our duty owed to you under Section 193(2) will end using Section 193 (6) (c) if you accept the offer and Section 193(7) if you refuse the offer.

Under section 193 (7) the local housing authority will cease to be subject to the 193(2) duty to secure accommodation if an applicant, having been informed of the possible consequence of refusal or acceptance, and of his right to request a review of the suitability of the accommodation, refuses a final offer of accommodation under Part 6.

Under section 193 (7A) an offer of accommodation under Part 6 is a final offer for the purposes of subsection (7) if it is made in writing and states that it is a final offer for the purposes of subsection (7). This letter clearly informs you of the consequences for you if you refuse the offer and of your right to request a review of the suitability of the accommodation regardless of whether you accept it, or refuse it.

My decision to offer this accommodation has been taken after also considering statutory guidance in the Homelessness Code of Guidance 2018 and in particular Chapters 3, 12, 14 and 17. Chapter 14 contains specific advice on when a local authority may bring the duty owed to you to an end and Chapter 17 gives advice on when accommodation offered may be considered suitable. I have also used the advice set out in Homelessness (Suitability of Accommodation) (England) Order 2012 as it

provides advice on assessing the suitability of the location of any accommodation offered even though it does not formally apply to offers of social housing.

How I have followed the legal procedure set out in Section 193A for making a final offer of social housing to end the duty owed to you

We are intending to end the section 193(2) duty owed to you and have complied with the requirements set down in Section 193(7A) of the Housing Act 1996 Part 7.

Having considered Section 193(7A) we are satisfied that:

1. We owe you a duty under section 193(2), and
2. We are making a 'Final Offer of Social Housing through Part 6 of the Housing Act 1996' and this offer meets all of the requirements of section 193(7A).
3. This offer is made in writing by the authority with the intention of ending the duty owed to you under section 193(2) to an end, and
4. This offer letter states that this is a 'Final Offer' of Part 6 Social Housing' for the purposes of that section.
5. We are satisfied that this 'Final Part 6 accommodation offer' is suitable
6. This letter clearly informs you of the consequences for you if you refuse the offer and of your right to request a review of the suitability of the accommodation regardless of whether you accept it, or refuse it.
7. Please note that any applicant offered a social housing property also has a right to accept the property, sign the legal agreement to occupy it and still seek a review regarding its suitability. You will be expected to take up occupation of the property from the tenancy start date whilst awaiting any decision on the outcome of a request for a review.

8. Our advice if you do not wish to accept the property offered is to accept it, move in and seek a review. You are strongly advised to protect your position and ensure that you have accommodation to live in by accepting the offer and still exercising your right to review its suitability if you are in any way unhappy with the offer.
9. Any such request for a review must be received within 21 days of the date of any separate notification letter informing you that the duty owed to you has ended because you have refused an offer of suitable social housing.
10. I also need to inform you that if you wish to refuse the offer of accommodation it can only be held open for you for a very short period of time. This is 24 hours from the time and date stated in the offer notification letter unless we agree there are exceptional circumstances to hold the offer open for a longer period.
11. You must view the property on the date and time stated in this letter or on the date and time stated in any notification from the person or body making the offer.
12. You must then contact this housing office immediately on the same day as you view the property if you wanted to refuse the offer. The offer of accommodation cannot be held open for you for more than a short period of time to allow you to make a decision.
13. Please make sure that you view the offer of accommodation and if you are happy with it, the housing officer showing you the property, will then make the arrangements for you to sign the tenancy agreement.
14. If you don't view the offer and contact the Council's Housing Options office within 24 hours we will assume that you have refused the offer of accommodation and will then notify you that our duty to you has come to an end.

Why I am satisfied the accommodation is suitable

This section of the letter offering you the accommodation sets out a list of issues we have considered when assessing its suitability.

I am satisfied that the accommodation offered to you is suitable and reasonable for you to accept. I have decided that this offer is suitable by checking your housing needs and circumstances against the following regulations and other criteria that I am required to consider under the homeless legislation, statutory guidance and case law relating to the suitability of accommodation offered. I have assessed the suitability of the offer for you by having regard to:

1. I have been guided by Part 2 of the Homelessness (Suitability of Accommodation) (England) Order 2012, SI 2012/2601 and specifically the requirements that cover the suitability of the location of accommodation including:
 - a) The significance of any disruption to the employment, caring responsibilities or education of you or any member of your family;
 - b) The proximity and accessibility of the offer of accommodation to medical facilities and other support which are currently used by you or members of your family and are essential to your well-being, and
 - c) The proximity and accessibility of the accommodation to local services, amenities and transport;
2. I have considered the housing needs circumstances of you and any other members of your household. This includes any health matters and whether you would be at risk of violence or a threat of violence that is likely to be carried out in the location where the property is situated.
3. I have considered the affordability of accommodation: Homelessness (Suitability of Accommodation) (England) Order 1996, SI 1996/3204. I am satisfied that the accommodation is affordable having fully considered the cost of the rent and any other expenditure relating to the property compared to the income available to you and specifically the outgoings which are needed for you to feed and clothe yourself and your household; to heat and light the property and to cover all other reasonable living expenses.
4. I have considered the Public Sector Equality Act 2010.
5. The public sector equality duty: s.149 Equality Act 2010. In particular whether your circumstances came under a protected group and, if so, how this impacted

on my assessment of the suitability of the accommodation.

6. The duty to safeguard and promote the welfare of any children: s.11 Children Act 2004.
7. The guidance in the 2018 Homelessness Code of Guidance.
8. The assessment of your housing and support needs as set out in your personal housing plan and any subsequent review of that assessment. The relevant content of my Homelessness Strategy.

This is not an exhaustive list of all the issues we have considered.

We hope you will be very happy with the offer but if there is anything you are not sure about or need clarifying please contact us urgently and we will be happy to explain.

If you wish to refuse the property and seek a review of suitability, please email me.....

Yours sincerely,

Letter 4

This is a notification letter making you a final offer of suitable social housing that is offered with the intention of bringing the main housing duty owed to you under section 193(2) to an end. We are pleased that we have been able to make you an offer of social housing but please note if you accept or refuse the offer it will bring any remaining duties owed to you to an end.

This is a decision made under the Housing Act 1996, Part 7 as amended by the Homelessness Reduction Act 2017.

Dear

You made a homeless application to the authority because you had a housing problem and wanted our help because you might be homeless.

We then carried out an assessment to see how we could help you. The outcome of our assessment was that we were satisfied that you were eligible for help and were homeless. We owed you a duty to take reasonable steps to help you to find something else to live and we recently wrote to you to inform you that this duty had come to an end.

We then confirmed that the Council had accepted what the homelessness legislation calls the main homeless duty under section 193(2) of the Housing Act 1996. What this means is that we had a duty to make sure that you were provided with suitable accommodation until we were able to offer you a social housing tenancy, or a 12-month tenancy for a property that you could rent.

To end this duty I am pleased to inform you that you have successfully bid for a Council tenancy at

I am satisfied that the offer is suitable and reasonable for you to accept and I now need to tell you that if you accept or reject the offer our duty to help you to find somewhere

else to live ends and no further duty will be owed to you. This is because I am satisfied that either:

- a) If you accept the offer – That you will then have suitable long term accommodation,
- b) If you reject the offer – The duty to help you to find accommodation will be brought to an end and because the offer is a Final Offer of suitable social housing no further duty will then be owed to you.

I am pleased we are able to offer you social housing to resolve your homelessness. We hope you will be very happy with the offer but if there is anything you are not sure about or need clarifying please contact us urgently and we will be happy to explain.

Formally, in case you wish to seek independent advice I need to let you know that we owed you a duty under section 193(2) of the Housing Act 1996, and through complying with the procedure set out in Section 193(7A) we are making you a final offer of social housing with the intention of bringing the duty owed to you to an end. Our duty owed to you under Section 193(2) will end using Section 193 (6) (c) if you accept the offer and Section 193(7) if you refuse the offer.

Under section 193 (7) the local housing authority will cease to be subject to the 193(2) duty to secure accommodation if an applicant, having been informed of the possible consequence of refusal or acceptance, and of his right to request a review of the suitability of the accommodation, refuses a final offer of accommodation under Part 6.

Under section 193 (7A) an offer of accommodation under Part 6 is a final offer for the purposes of subsection (7) if it is made in writing and states that it is a final offer for the purposes of subsection (7). This letter clearly informs you of the consequences for you if you refuse the offer and of your right to request a review of the suitability of the accommodation regardless of whether you accept it, or refuse it.

My decision to offer this accommodation has been taken after also considering statutory guidance in the Homelessness Code of Guidance 2018 and in particular Chapters 3, 12, 14 and 17. Chapter 14 contains specific advice on when a local authority may bring the duty owed to you to an end and Chapter 17 gives advice on

when accommodation offered may be considered suitable. I have also used the advice set out in Homelessness (Suitability of Accommodation) (England) Order 2012 as it provides advice on assessing the suitability of the location of any accommodation offered even though it does not formally apply to offers of social housing.

How I have followed the legal procedure set out in Section 193A for making a final offer of social housing to end the duty owed to you

We are intending to end the section 193(2) duty owed to you and have complied with the requirements set down in Section 193(7A) of the Housing Act 1996 Part 7.

Having considered Section 193(7A) we are satisfied that:

1. We owe you a duty under section 193(2), and
2. We are making a 'Final Offer of Social Housing through Part 6 of the Housing Act 1996' and this offer meets all of the requirements of section 193(7A).
3. This offer is made in writing by the authority with the intention of ending the duty owed to you under section 193(2) to an end, and
4. This offer letter states that this is a 'Final Offer' of Part 6 Social Housing' for the purposes of that section.
5. We are satisfied that this 'Final Part 6 accommodation offer' is suitable
6. This letter clearly informs you of the consequences for you if you refuse the offer and of your right to request a review of the suitability of the accommodation regardless of whether you accept it, or refuse it.
7. Please note that any applicant offered a social housing property also has a right to accept the property, sign the legal agreement to occupy it and still seek a review regarding its suitability. You will be expected to take up occupation of the property from the tenancy start date whilst awaiting any decision on the outcome of a request for a review.

8. Our advice if you do not wish to accept the property offered is to accept it, move in and seek a review. You are strongly advised to protect your position and ensure that you have accommodation to live in by accepting the offer and still exercising your right to review its suitability if you are in any way unhappy with the offer.
9. Any such request for a review must be received within 21 days of the date of any separate notification letter informing you that the duty owed to you has ended because you have refused an offer of suitable social housing.
10. I also need to inform you that if you wish to refuse the offer of accommodation it can only be held open for you for a very short period of time. This is 24 hours from the time and date stated in the offer notification letter unless we agree there are exceptional circumstances to hold the offer open for a longer period.
11. You must view the property on the date and time stated in this letter or on the date and time stated in any notification from the person or body making the offer.
12. You must then attend this housing office immediately on the same day as you view the property if you wanted to refuse the offer. The offer of accommodation cannot be held open for you for more than a short period of time to allow you to make a decision.
13. Please make sure that you view the offer of accommodation and if you are happy with it, the housing officer showing you the property, will then make the arrangements for you to sign the tenancy agreement.
14. If you don't view the offer and attend the Council's Housing Options office within 24 hours we will assume that you have refused the offer of accommodation and will then notify you that our duty to you has come to an end.

Why I am satisfied the accommodation is suitable

This section of the letter offering you the accommodation sets out a list of issues we have considered when assessing its suitability.

I am satisfied that the accommodation offered to you is suitable and reasonable for you to accept. I have decided that this offer is suitable by checking your housing needs and circumstances against the following regulations and other criteria that I am required to consider under the homeless legislation, statutory guidance and case law relating to the suitability of accommodation offered. I have assessed the suitability of the offer for you by having regard to:

1. I have been guided by Part 2 of the Homelessness (Suitability of Accommodation) (England) Order 2012, SI 2012/2601 and specifically the requirements that cover the suitability of the location of accommodation including:
 - a) The significance of any disruption to the employment, caring responsibilities or education of you or any member of your family;
 - b) The proximity and accessibility of the offer of accommodation to medical facilities and other support which are currently used by you or members of your family and are essential to your well-being, and
 - c) The proximity and accessibility of the accommodation to local services, amenities and transport;
2. I have considered the housing needs circumstances of you and any other members of your household. This includes any health matters and whether you would be at risk of violence or a threat of violence that is likely to be carried out in the location where the property is situated.
3. I have considered the affordability of accommodation: Homelessness (Suitability of Accommodation) (England) Order 1996, SI 1996/3204. I am satisfied that the accommodation is affordable having fully considered the cost of the rent and any other expenditure relating to the property compared to the income available to you and specifically the outgoings which are needed for you to feed and clothe yourself and your household; to heat and light the property and to cover all other reasonable living expenses.
4. I have considered the Public Sector Equality Act 2010.
5. The public sector equality duty: s.149 Equality Act 2010. In particular whether your circumstances came under a protected group and, if so, how this impacted

on my assessment of the suitability of the accommodation.

6. The duty to safeguard and promote the welfare of any children: s.11 Children Act 2004.
7. The guidance in the 2018 Homelessness Code of Guidance.
8. The assessment of your housing and support needs as set out in your personal housing plan and any subsequent review of that assessment. The relevant content of my Homelessness Strategy.

This is not an exhaustive list of all the issues we have considered.

We hope you will be very happy with the offer but if there is anything you are not sure about or need clarifying please contact us urgently and we will be happy to explain.

Letter 5

This is a notification letter making you a final offer of suitable social housing that is offered with the intention of bringing the main housing duty owed to you under section 193(2) to an end. We are pleased that we have been able to make you an offer of social housing but please note if you accept or refuse the offer it will bring any remaining duties owed to you to an end. This is a decision made under the Housing Act 1996, Part 7 as amended by the Homelessness Reduction Act 2017.

Dear

You made a homeless application to the authority because you had a housing problem and wanted our help because you might be homeless. We then carried out an assessment to see how we could help you. The outcome of our assessment was that we were satisfied that you were eligible for help and were homeless. We owed you a duty to take reasonable steps to help you to find something else to live and we recently wrote to you to inform you that this duty had come to an end. We then confirmed that the Council had accepted what the homelessness legislation calls the main homeless duty under section 193(2) of the Housing Act 1996. What this means is that we had a duty to make sure that you were provided with suitable accommodation until we were able to offer you a social housing tenancy, or a 12-month tenancy for a property that you could rent.

To end this duty I am pleased to inform you that you have been nominated, through the Council's Housing Register, a Council tenancy at I am satisfied that the offer is suitable and reasonable for you to accept and I now need to tell you that if you accept or reject the offer our duty to help you to find somewhere else to live ends and no further duty will be owed to you. This is because I am satisfied that either: a) If you accept the offer – That you will then have suitable long term accommodation, b) If you reject the offer – The duty to help you to find accommodation will be brought to an end and because the offer is a Final Offer of suitable social housing no further duty will then be owed to you. I am pleased we are able to offer you social housing to resolve your homelessness. We hope you will be very happy with the offer but if there is anything you are not sure about or need clarifying please contact us urgently and we will be happy to explain. Formally, in case you wish to seek independent advice I need to let you know that we owed you a duty under section 193(2) of the Housing Act 1996, and through complying with the procedure set out in Section 193(7A) we are making you a final offer of social housing with the intention of bringing the duty owed to you to an end. Our duty owed to you under Section 193(2) will end using Section 193 (6) (c) if you accept the offer and Section 193(7) if you refuse the offer. Under section 193 (7) the local housing authority will cease to be subject to the 193(2) duty to secure accommodation if an applicant, having been informed of the possible consequence of refusal or acceptance, and of his right to request a review of the suitability of the accommodation, refuses a

final offer of accommodation under Part 6. Under section 193 (7A) an offer of accommodation under Part 6 is a final offer for the purposes of subsection (7) if it is made in writing and states that it is a final offer for the purposes of subsection (7). This letter clearly informs you of the consequences for you if you refuse the offer and of your right to request a review of the suitability of the accommodation regardless of whether you accept it, or refuse it. My decision to offer this accommodation has been taken after also considering statutory guidance in the Homelessness Code of Guidance 2018 and in particular Chapters 3, 12, 14 and 17. Chapter 14 contains specific advice on when a local authority may bring the duty owed to you to an end and Chapter 17 gives advice on when accommodation offered may be considered suitable. I have also used the advice set out in Homelessness (Suitability of Accommodation) (England) Order 2012 as it provides advice on assessing the suitability of the location of any accommodation offered even though it does not formally apply to offers of social housing. How I have followed the legal procedure set out in Section 193A for making a final offer of social housing to end the duty owed to you. We are intending to end the section 193(2) duty owed to you and have complied with the requirements set down in Section 193(7A) of the Housing Act 1996 Part 7. Having considered Section 193(7A) we are satisfied that: 1. We owe you a duty under section 193(2), and 2. We are making a 'Final Offer of Social Housing through Part 6 of the Housing Act 1996' and this offer meets all of the requirements of section 193(7A). 3. This offer is made in writing by the authority with the intention of ending the duty owed to you under section 193(2) to an end, and 4. This offer letter states that this is a 'Final Offer' of Part 6 Social Housing' for the purposes of that section. 5. We are satisfied that this 'Final Part 6 accommodation offer' is suitable 6. This letter clearly informs you of the consequences for you if you refuse the offer and of your right to request a review of the suitability of the accommodation regardless of whether you accept it, or refuse it. 7. Please note that any applicant offered a social housing property also has a right to accept the property, sign the legal agreement to occupy it and still seek a review regarding its suitability. You will be expected to take up occupation of the property from the tenancy start date whilst awaiting any decision on the outcome of a request for a review. 8. Our advice if you do not wish to accept the property offered is to accept it, move in and seek a review. You are strongly advised to protect your position and ensure that you have accommodation to live in by accepting the offer and still exercising your right to review its suitability if you are in any way unhappy with the offer. 9. Any such request for a review must be received within 21 days of the date of any separate notification letter informing you that the duty owed to you has ended because you have refused an offer of suitable social housing. 10. I also need to inform you that if you wish to refuse the offer of accommodation it can only be held open for you for a very short period of time. This is 24 hours from the time and date stated in the offer notification letter unless we agree there are exceptional circumstances to hold the offer open for a longer period. 11. You must view the property on the date and time stated in this letter or on the date and time stated in any

notification from the person or body making the offer. 12. You must then attend this housing office immediately on the same day as you view the property if you wanted to refuse the offer. The offer of accommodation cannot be held open for you for more than a short period of time to allow you to make a decision. 13. Please make sure that you view the offer of accommodation and if you are happy with it, the housing officer showing you the property, will then make the arrangements for you to sign the tenancy agreement. 14. If you don't view the offer and attend the Council's Housing Options office within 24 hours we will assume that you have refused the offer of accommodation and will then notify you that our duty to you has come to an end. Why I am satisfied the accommodation is suitable This section of the letter offering you the accommodation sets out a list of issues we have considered when assessing its suitability. I am satisfied that the accommodation offered to you is suitable and reasonable for you to accept. I have decided that this offer is suitable by checking your housing needs and circumstances against the following regulations and other criteria that I am required to consider under the homeless legislation, statutory guidance and case law relating to the suitability of accommodation offered. I have assessed the suitability of the offer for you by having regard to: 1. I have been guided by Part 2 of the Homelessness (Suitability of Accommodation) (England) Order 2012, SI 2012/2601 and specifically the requirements that cover the suitability of the location of accommodation including: a) The significance of any disruption to the employment, caring responsibilities or education of you or any member of your family; b) The proximity and accessibility of the offer of accommodation to medical facilities and other support which are currently used by you or members of your family and are essential to your wellbeing, and c) The proximity and accessibility of the accommodation to local services, amenities and transport; 2. I have considered the housing needs circumstances of you and any other members of your household. This includes any health matters and whether you would be at risk of violence or a threat of violence that is likely to be carried out in the location where the property is situated. 3. I have considered the affordability of accommodation: Homelessness (Suitability of Accommodation) (England) Order 1996, SI 1996/3204. I am satisfied that the accommodation is affordable having fully considered the cost of the rent and any other expenditure relating to the property compared to the income available to you and specifically the outgoings which are needed for you to feed and clothe yourself and your household; to heat and light the property and to cover all other reasonable living expenses. 4. I have considered the Public Sector Equality Act 2010. 5. The public sector equality duty: s.149 Equality Act 2010. In particular whether your circumstances came under a protected group and, if so, how this impacted on my assessment of the suitability of the accommodation. 6. The duty to safeguard and promote the welfare of any children: s.11 Children Act 2004. 7. The guidance in the 2018 Homelessness Code of Guidance. 8. The assessment of your housing and support needs as set out in your personal housing plan and any subsequent review of that assessment. The relevant content of my Homelessness Strategy. This is not an

exhaustive list of all the issues we have considered. We hope you will be very happy with the offer but if there is anything you are not sure about or need clarifying please contact us urgently and we will be happy to explain. Yours sincerely

**Q3d – 5 letters ending main duty on acceptance or refusal of an offer
(we have included 5 cases within the last month as unable to provide
the last 5)**

Letter 1

This is a notification under the Housing Act 1996 to let you know that our duty to you has ended as you have accepted an offer of social housing made through the councils housing allocation scheme.

Dear,

We wrote to you to confirm that the Council had accepted what the homelessness legislation calls the main homeless duty under section 193(2) of the Housing Act 1996. What this means is that we had a duty to make sure that you were provided with suitable accommodation until we were able to offer you a tenancy in social housing, or a 12-month tenancy for a property that you could rent.

I now need to tell you that our duty has come to an end because you have been offered and accepted a housing association tenancy. This offer was made through the Council's housing allocation scheme. I am pleased you have been able to obtain social housing and this has resolved your homelessness.

Formally, in case you wish to seek independent advice I need to let you know that we owed you a duty under section 193(2) of the Housing Act 1996, and under section 193 (6) (c) we have now ended the duty owed to you. My decision has been taken after also considering statutory guidance in the Homelessness Code of Guidance 2018 and in particular Chapters 15 and 17. This includes specific advice on when a local authority may bring the duty owed to you to an end through a final offer of social housing.

Please note we have also followed the procedure for making a final accommodation offer set out in the legislation and the details were confirmed in a final offer letter notifying you of the offer.

Although we are pleased that we have been able to help you to resolve your housing problem I still need to tell you that, if you do not agree with the Council's decision to end the duty, you can still ask for a review of this decision if you think the accommodation offered isn't suitable for you. If you wish to request a review you must let us know within 21 days of the notification of this decision.

The reason you can still seek a review is because under the homelessness legislation you have a right to accept the tenancy for a property offered, to move in, and still seek a review of our decision to end the duty owed to you if you think the accommodation isn't suitable for you.

If you require any further help with any housing problem in the future, or if you have any query regarding this letter please contact a member of the Council's Housing Options team by phone or e-mail and we will be happy to help.

We wish you well in your new home.

Yours sincerely

Letter 2

This is a notification under the Housing Act 1996 to let you know that our duty to you has ended as you have accepted an offer of social housing made through the councils housing allocation scheme.

Dear

We wrote to you to confirm that the Council had accepted what the homelessness legislation calls the main homeless duty under section 193(2) of the Housing Act 1996. What this means is that we had a duty to make sure that you were provided with suitable accommodation until we were able to offer you a tenancy in social housing, or a 12-month tenancy for a property that you could rent.

I now need to tell you that our duty has come to an end because you have been offered and accepted a *council tenancy*. This offer was made through the Council's housing allocation scheme. I am pleased you have been able to obtain social housing and this has resolved your homelessness.

Formally, in case you wish to seek independent advice I need to let you know that we owed you a duty under section 193(2) of the Housing Act 1996, and under section 193 (6) (c) we have now ended the duty owed to you. My decision has been taken after also considering statutory guidance in the Homelessness Code of Guidance 2018 and in particular Chapters 15 and 17. This includes specific advice on when a local authority may bring the duty owed to you to an end through a final offer of social housing.

Please note we have also followed the procedure for making a final accommodation offer set out in the legislation and the details were confirmed in a final offer letter notifying you of the offer.

Although we are pleased that we have been able to help you to resolve your housing problem I still need to tell you that, if you do not agree with the Council's decision to end the duty, you can still ask for a review of this decision if you think the accommodation

offered isn't suitable for you. If you wish to request a review you must let us know within 21 days of the notification of this decision.

The reason you can still seek a review is because under the homelessness legislation you have a right to accept the tenancy for a property offered, to move in, and still seek a review of our decision to end the duty owed to you if you think the accommodation isn't suitable for you.

If you require any further help with any housing problem in the future, or if you have any query regarding this letter please contact a member of the Council's Housing Options team by phone or e-mail and we will be happy to help.

We wish you well in your new home.

Yours sincerely

Letter 3

This is a notification under the Housing Act 1996 to let you know that our duty to you has ended as you have accepted an offer of social housing made through the councils housing allocation scheme.

Dear

We wrote to you to confirm that the Council had accepted what the homelessness legislation calls the main homeless duty under section 193(2) of the Housing Act 1996. What this means is that we had a duty to make sure that you were provided with suitable accommodation until we were able to offer you a tenancy in social housing, or a 12-month tenancy for a property that you could rent. I now need to tell you that our duty has come to an end because you have been offered and accepted a council tenancy. This offer was made through the Council's housing allocation scheme. I am pleased you have been able to obtain social housing and this has resolved your homelessness. Formally, in case you wish to seek independent advice I need to let you know that we owed you a duty under section 193(2) of the Housing Act 1996, and under section 193 (6) (c) we have now ended the duty owed to you. My decision has been taken after also considering statutory guidance in the Homelessness Code of Guidance 2018 and in particular Chapters 15 and 17. This includes specific advice on when a local authority may bring the duty owed to you to an end through a final offer of social housing. Please note we have also followed the procedure for making a final accommodation offer set out in the legislation and the details were confirmed in a final offer letter notifying you of the offer. Although we are pleased that we have been able to help you to resolve your housing problem I still need to tell you that, if you do not agree with the Council's decision to end the duty, you can still ask for a review of this decision if you think the accommodation offered isn't suitable for you. If you wish to request a review you must let us know within 21 days of the notification of this decision. The reason you can still seek a review is because under the homelessness legislation you have a right to accept the tenancy for a property offered, to move in, and still seek a review of our decision to end the duty owed to you if you think the accommodation isn't suitable for you. If you require any further help with any housing problem in the future, or if you have any query regarding this letter please contact a member of the Council's Housing Options team by phone or email and we will be happy to help.

We wish you well in your new home.

Letter 4

This is a notification under the Housing Act 1996 to let you know that our duty to you has ended as you have accepted an offer of social housing made through the councils housing allocation scheme.

Dear ,

We wrote to you to confirm that the Council had accepted what the homelessness legislation calls the main homeless duty under section 193(2) of the Housing Act 1996. What this means is that we had a duty to make sure that you were provided with suitable accommodation until we were able to offer you a tenancy in social housing, or a 12-month tenancy for a property that you could rent. I now need to tell you that our duty has come to an end because you have been offered and accepted a council tenancy. This offer was made through the Council's housing allocation scheme. I am pleased you have been able to obtain social housing and this has resolved your homelessness. Formally, in case you wish to seek independent advice I need to let you know that we owed you a duty under section 193(2) of the Housing Act 1996, and under section 193 (6) (c) we have now ended the duty owed to you. My decision has been taken after also considering statutory guidance in the Homelessness Code of Guidance 2018 and in particular Chapters 15 and 17. This includes specific advice on when a local authority may bring the duty owed to you to an end through a final offer of social housing. Please note we have also followed the procedure for making a final accommodation offer set out in the legislation and the details were confirmed in a final offer letter notifying you of the offer. Although we are pleased that we have been able to help you to resolve your housing problem I still need to tell you that, if you do not agree with the Council's decision to end the duty, you can still ask for a review of this decision if you think the accommodation offered isn't suitable for you. If you wish to request a review you must let us know within 21 days of the notification of this decision. The reason you can still seek a review is because under the homelessness legislation you have a right to accept the tenancy for a property offered, to move in, and still seek a review of our decision to end the duty owed to you if you think the accommodation isn't suitable for you. If you require any further help with any housing problem in the future, or if you have any query regarding this letter please contact a member of the Council's Housing Options team by phone or email and we will be happy to help.

We wish you well in your new home.

Letter 5

This is a notification under the Housing Act 1996 to let you know that our duty to you has ended as you have accepted an offer of social housing made through the councils housing allocation scheme.

We wrote to you to confirm that the Council had accepted what the homelessness legislation calls the main homeless duty under section 193(2) of the Housing Act 1996. What this means is that we had a duty to make sure that you were provided with suitable accommodation until we were able to offer you a tenancy in social housing, or a 12-month tenancy for a property that you could rent.

I now need to tell you that our duty has come to an end because you have been offered and accepted a council tenancy. This offer was made through the Council's housing allocation scheme. I am pleased you have been able to obtain social housing and this has resolved your homelessness.

Formally, in case you wish to seek independent advice I need to let you know that we owed you a duty under section 193(2) of the Housing Act 1996, and under section 193 (6) (c) we have now ended the duty owed to you. My decision has been taken after also considering statutory guidance in the Homelessness Code of Guidance 2018 and in particular Chapters 15 and 17. This includes specific advice on when a local authority may bring the duty owed to you to an end through a final offer of social housing.

Please note we have also followed the procedure for making a final accommodation offer set out in the legislation and the details were confirmed in a final offer letter notifying you of the offer.

Although we are pleased that we have been able to help you to resolve your housing problem I still need to tell you that, if you do not agree with the Council's decision to end the duty, you can still ask for a review of this decision if you think the accommodation offered isn't suitable for you. If you wish to request a review you must let us know within 21 days of the notification of this decision.

The reason you can still seek a review is because under the homelessness legislation you have a right to accept the tenancy for a property offered, to move in, and still seek a review of our decision to end the duty owed to you if you think the accommodation isn't suitable for you.

If you require any further help with any housing problem in the future, or if you have any query regarding this letter please contact a member of the Council's Housing Options team by phone or e-mail and we will be happy to help.

We wish you well in your new home.

Yours sincerely