



Trinity Term
[2026] UKSC 22

On appeal from: [2025] EWCA Civ 92

JUDGMENT

**R (on the application of Bano) (Appellant) v London
Borough of Waltham Forest (Respondent)**

before

**Lord Reed, President
Lord Sales, Deputy President
Lord Hamblen
Lord Stephens
Lady Rose**

**JUDGMENT GIVEN ON
22 July 2026**

Heard on 17 March 2026

Appellant
Liz Davies KC
Adrian Marshall Williams
Grainne Mellon
(Instructed by Edwards Duthie Shamash Solicitors)

Respondent
Nicholas Grundy KC
Michael Mullin
Joseph Mahon
(Instructed by Legal Services, London Borough of Waltham Forest)

Intervener – Shelter, The National Campaign for Homeless People Limited
Justin Bates KC
Siân McGibbon
Claudia Hyde
(Instructed by Freshfields LLP)

Intervener – Social Housing Law Association (written submissions only)
Matt Hutchings KC
Millie Polimac
(Instructed by Cobb Warren)

Intervener – 13 London Boroughs and another (written submissions only)
Matt Hutchings KC
Millie Polimac
(Instructed by Merton Council)

LORD STEPHENS AND LADY ROSE (with whom Lord Reed, Lord Sales and Lord Hamblen agree):

1. Introduction

1. This appeal raises an important issue about the operation of the duties set out in the Housing Act 1996 (“the Housing Act”) pursuant to which local housing authorities secure accommodation for homeless people in their district. If someone who is homeless applies to a local housing authority and meets the criteria set out in section 193(1) and (1A) of that Act, then section 193(2) provides that the local authority “shall secure that accommodation is available for occupation by the applicant”. That duty is commonly referred to as the “main housing duty”. This appeal addresses how the main housing duty comes to an end and how the applicant can exercise the rights conferred on them by the statutory scheme to ask the local housing authority to review its decisions.

2. The respondent to this appeal, London Borough of Waltham Forest (“Waltham Forest”), accepted by a letter dated 23 February 2017 that it owed the main housing duty to the appellant (Mrs Sabhya Bano). The circumstances in which the main housing duty comes to an end are set out in various subsections of section 193. The circumstance on which Waltham Forest relies as having brought the main housing duty to an end in respect of Mrs Bano is, broadly, that it made her an offer of suitable private rented sector accommodation, namely a flat in Derby. That offer was set out in a letter to her dated 11 June 2020 (“the Offer Letter”) which Waltham Forest says, subject to one point, complied with the various requirements set out in the Housing Act for such an offer.

3. Mrs Bano did not go to Derby and has never moved into that flat. Waltham Forest says that the effect of the Offer Letter was that, whether Mrs Bano accepted or refused the offer, its duty to secure accommodation for her ceased pursuant to section 193(7AA). She could have asked for the decision encapsulated in the Offer Letter to be reviewed by Waltham Forest under section 202(1)(b) or (g) and/or (1A) of the Housing Act, and in such a review, she could have argued that the accommodation in Derby was not suitable or that Waltham Forest’s duty to house her had not come to an end for some other reason. But she did not seek a review.

4. Mrs Bano argues that the Offer Letter did not have the effect of causing the main housing duty to cease. For her, what was needed was for Waltham Forest to take a definite decision that she had accepted or refused the accommodation offered and that it accordingly no longer owed her the main housing duty. It needed then to notify her of that decision. Since Waltham Forest never did so, there was never a decision of which she could have requested a review and the main housing duty was still owed to her.

5. The issue has crystallised because Mrs Bano issued an application for permission to bring a claim for judicial review against Waltham Forest. Waltham Forest opposed the grant of permission on the ground that Mrs Bano had had an alternative statutory remedy by which she could have challenged Waltham Forest's refusal to secure accommodation for her, namely a review under section 202. Waltham Forest asserts that she had a right to request a review triggered by the sending of the Offer Letter. Mrs Bano argues that because there had been no decision taken by Waltham Forest and hence no right of review, there is no impediment to her bringing her judicial review claim.

6. At first instance, before Dexter Dias KC, sitting as a Deputy High Court Judge, Mrs Bano's construction of section 193(7AA) prevailed: [2024] EWHC 654 (Admin); [2024] 1 WLR 3645. Waltham Forest successfully appealed to the Court of Appeal (Peter Jackson, Newey and Warby LJ): [2025] EWCA Civ 92; [2025] 1 WLR 2557. It will be necessary to review both judgments in detail in due course.

7. Mrs Bano now appeals to this court. The issues require a detailed analysis of complex statutory provisions.

2. The legal framework

8. The Housing Act is a key piece of legislation that addresses various aspects of housing, including homelessness. Part 7 of the Act details the duties of local authorities towards homeless persons and members of their families, including the criteria for assessing homelessness and the provision of assistance. The Housing Act imposes many functions on a local housing authority as regards people who are homeless or threatened with homelessness. There is a general duty under section 179 to provide advisory services free of charge to any person in their district and a power under section 180 to assist voluntary organisations concerned with homelessness or matters relating to homelessness. The Housing Act has been amended by subsequent legislation, including the Localism Act 2011, the Homelessness Act 2002, and the Homelessness Reduction Act 2017. The provisions of the Housing Act applicable to this appeal are those which were in force between 2012 and April 2018. The following analysis therefore focuses on the provisions in force at the relevant time. The Annex to this judgment sets out section 193 of the Housing Act in its entirety.

(a) The main housing duty and how it comes to an end

9. This appeal is concerned with the main housing duty which is imposed on local housing authorities under section 193(2) in respect of applicants to whom subsection (1) applies. Those subsections provide:

“(1) This section applies where the local housing authority are satisfied that an applicant is homeless, eligible for assistance and has a priority need, and are not satisfied that he became homeless intentionally.

(2) Unless the authority refer the application to another local housing authority (see section 198), they shall secure that accommodation is available for occupation by the applicant.”

10. Each element in the test for whether a person is owed the main housing duty is defined in detail in other provisions in Part 7:

(i) An “applicant” is a person who makes an application for assistance under section 183;

(ii) “homeless” is defined in section 175(2);

(iii) “eligible for assistance” is defined in section 185 and turns primarily on an applicant’s immigration status;

(iv) “priority need” is defined in section 189. People with a priority need include pregnant women, people with dependent children or vulnerable people; and

(v) “homeless intentionally” is defined in section 191.

11. The circumstances in which the authority no longer owes the main housing duty to an applicant who fell within section 193(2) are set out in subsections (5), (6), (7) and (7AA) of section 193. They provide:

“(5) The local housing authority shall cease to be subject to the duty under this section if—

(a) the applicant, having been informed by the authority of the possible consequence of refusal or acceptance and of the right to request a review of the suitability of the accommodation, refuses an offer of accommodation which the authority are satisfied is suitable for the applicant,

(b) that offer of accommodation is not an offer of accommodation under Part 6 or a private rented sector offer, and

(c) the authority notify the applicant that they regard themselves as ceasing to be subject to the duty under this section.

(6) The local housing authority shall cease to be subject to the duty under this section if the applicant—

(a) ceases to be eligible for assistance,

(b) becomes homeless intentionally from the accommodation made available for his occupation,

(c) accepts an offer of accommodation under Part VI (allocation of housing), or

(cc) accepts an offer of an assured tenancy (other than an assured shorthold tenancy) from a private landlord,

(d) otherwise voluntarily ceases to occupy as his only or principal home the accommodation made available for his occupation.

(7) The local housing authority shall also cease to be subject to the duty under this section if the 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.

(7AA) The authority shall also cease to be subject to the duty under this section if the applicant, having been informed in writing of the matters mentioned in subsection (7AB)—

(a) accepts a private rented sector offer, or

(b) refuses such an offer.”

12. There are therefore nine different circumstances in which the authority no longer owes the main housing duty and it is useful to untangle them from the structure of those subsections. They fall within two main groups: where the applicant is no longer a person who falls within subsection (1); and where the applicant is offered accommodation, provided that the accommodation offered and the terms in which the offer is made meet the different conditions laid down by the provisions.

13. In the first group are, broadly, circumstances where the person ceases to be eligible for assistance (subsection (6)(a)); or becomes intentionally homeless (subsection (6)(b)) or where they otherwise cease voluntarily to occupy the accommodation that has been made available for them (subsection (6)(d)).

14. In the second group, where an offer of accommodation is made, the section deals separately with three kinds of accommodation, that is to say accommodation under Part 6 of the Housing Act (which is social housing held by the local housing authority or by a housing association) dealt with in subsection (6)(c) and (7); private rented sector accommodation dealt with in subsection (7AA), and other accommodation not in either of those categories—in effect temporary accommodation—dealt with in subsection (5).

15. The offer made to Mrs Bano in this appeal was private rented sector accommodation. So far as private rented sector accommodation is concerned, subsection (7AA) read together with subsections (7AB), (7AC), (7F) and (8) provides that if a compliant offer is made, then the authority shall cease to be subject to the main housing duty if the applicant accepts or refuses the offer. In order for the offer to comply with the requirements set out:

(i) The applicant must have been informed of the offer in writing (subsection (7AA) read with subsection (7AB)).

(ii) The accommodation offered must fall within the definition of private rented sector accommodation set out in subsection (7AC). This largely turns on the terms of the lease being offered by the private landlord, including that the offer must be of an assured shorthold tenancy for a fixed term of at least 12 months. The term “private landlord” is defined in section 217(1) and an “assured shorthold tenancy” is defined in section 230 by reference to the Housing Act 1988.

(iii) The offer must inform the applicant of certain matters, including:

(a) the possible consequences of accepting or refusing the offer (subsections (7AA) and (7AB)(a));

(b) the right to request a review of the suitability of the accommodation (subsections (7AA) and (7AB)(b));

(c) in certain cases, the effect of section 195A on a further application to a local housing authority within two years of acceptance of the offer (subsections (7AA) and (7AB)(c)). Section 195A(1), broadly, reimposes the main housing duty on the authority if the applicant becomes unintentionally homeless within two years of accepting the private rented sector offer, even if the applicant does not at that time have a priority need. We set out the effect of section 195A(2) in para 39 below.

(iv) Before approving the offer, the authority must be satisfied that the accommodation is suitable (subsection (7F)).

(v) Further, before approving the offer the authority must be satisfied that the applicant is not precluded from accepting the offer by any contractual terms to which they are bound in respect of their existing accommodation (subsections (7F) and (8)).

16. Offers of accommodation which fall within Part 6 are dealt with in section 193(6)(c) if the applicant accepts the offer and subsection (7) if he refuses. A refusal will only bring the duty to an end if:

(i) the applicant was informed of the possible consequences of refusal or acceptance of the offer (subsection (7));

(ii) the offer was a “final offer” as defined in subsection (7A); and

(iii) the authority was satisfied before making the final offer that the accommodation is suitable for the applicant and that the applicant was not precluded from accepting the offer by any contractual terms to which he was bound in respect of his existing accommodation (subsections (7F) and (8)).

17. An offer of accommodation which is neither a private rented sector offer nor an offer of Part 6 accommodation is dealt with under subsection (5). Such an offer will cause the authority to cease to be subject to the duty, if the offer is refused, provided that:

(i) The applicant has been informed by the authority of the possible consequence of refusal or acceptance and of his right to request a review of the suitability of the accommodation (subsection (5)(a));

(ii) The authority is satisfied that the accommodation is suitable (subsection (5)(a)); and

(iii) The authority notifies the applicant that they regard themselves as ceasing to be subject to the duty under this section (subsection (5)(c)).

18. What happens if the applicant accepts an offer of accommodation which is neither a private rented sector offer, nor an offer of Part 6 accommodation is not expressly dealt with in section 193. However, subsection (6)(cc) provides that the duty ceases if the applicant accepts an offer of an assured tenancy from a private landlord provided it is not an assured shorthold tenancy.

19. Section 193(9) provides that a person who ceases to be owed the duty under this section may make a fresh application to the authority for accommodation or assistance in obtaining accommodation.

20. The concept of the accommodation being “suitable” is a key requirement in the provisions which deal with when an offer of accommodation can trigger the cessation of the duty. The suitability of accommodation is dealt with in section 210 and in an order made under that section: the Homelessness (Suitability of Accommodation) (England) Order 2012 (SI 2012/2601). That order provides in article 2 that “[i]n determining whether accommodation is suitable for a person, the authority must take into account the location of the accommodation, including— ... (b) the significance of any disruption which would be caused by the location of the accommodation to the employment, caring responsibilities or education of the person or members of the person’s household”. Article 3 lists circumstances in which accommodation shall not be regarded as suitable including factors relating to the physical condition of the accommodation, whether the landlord is a fit and proper person to be a landlord and the safety of the premises.

21. The location of accommodation made available is also dealt with in section 208. This provides that so far as reasonably practicable a local housing authority shall secure that accommodation is in their district. There are other provisions which deal with when a local authority refers an applicant to another local housing authority because the applicant has no local connection with the referring authority but does have a local connection with another authority: see section 198 and the definition of “local connection” in section 199.

(b) Review of the local housing authority decisions

22. An applicant who disagrees with the local housing authority's decision regarding their accommodation has a right to request a review of that decision to be carried out by the authority. Section 202(1) lists the decisions in respect of which an applicant has the right to request a review:

“202.— Right to request review of decision

(1) An applicant has the right to request a review of—

(a) any decision of a local housing authority as to his eligibility for assistance,

(b) any decision of a local housing authority as to what duty (if any) is owed to him under sections 190 to 193 and 195 and 196 (duties to persons found to be homeless or threatened with homelessness),

...

(f) any decision of a local housing authority as to the suitability of accommodation offered to him in discharge of their duty under any of the provisions mentioned in paragraph (b) or (e) or as to the suitability of accommodation offered to him as mentioned in section 193(7), or

(g) any decision of a local housing authority as to the suitability of accommodation offered to him by way of a private rented sector offer (within the meaning of section 193).

(1A) An applicant who is offered accommodation as mentioned in section 193(5), (7) or (7AA) may under subsection (1)(f) or (as the case may be) (g) request a review of the suitability of the accommodation offered to him whether or not he has accepted the offer.

(2) There is no right to request a review of the decision reached on an earlier review.

(3) A request for review must be made before the end of the period of 21 days beginning with the day on which he is notified of the authority's decision or such longer period as the authority may in writing allow.

(4) On a request being duly made to them, the authority or authorities concerned shall review their decision.”

23. Section 203 confers a power on the Secretary of State to make regulations as to the procedure to be followed in connection with a review including as to the seniority of the person carrying out the review and the circumstances in which the applicant is entitled to an oral hearing. In conducting a review, the authority must not simply consider whether the decision was correct but may also have regard to matters arising after the decision: *Mohamed v Hammersmith and Fulham London Borough Council* [2001] UKHL 57; [2002] 1 AC 547 and *Sahardid v Camden London Borough Council* [2004] EWCA Civ 1485; [2005] HLR 11. The applicant must be notified of the result of the review and, if the result is against the interests of the applicant, they must be notified of their right to appeal to the county court on a point of law.

24. Section 204 provides (so far as relevant) that if an applicant is dissatisfied with the decision on the review they may appeal to the county court on any point of law arising from the decision. An appeal must be brought within 21 days of the applicant being notified of the decision, but there is a power for the court to extend that time in limited circumstances. On appeal, the court may make such order confirming, quashing or varying the decision as it thinks fit.

25. The scope of the review that the county court can undertake pursuant to section 204 was considered by the House of Lords in *Runa Begum v Tower Hamlets London Borough Council* [2003] UKHL 5; [2003] 2 AC 430. At para 7, Lord Bingham said that “Although the county court’s jurisdiction is appellate, it is in substance the same as that of the High Court in judicial review.” In *Nipa Begum v Tower Hamlets London Borough Council* [2000] 1 WLR 306; Auld LJ said that the policy behind the introduction of section 204 was to transfer from the High Court to the county court the onerous task of judicial review of the decisions referred to in section 202. That transfer did not deprive the High Court of its traditional jurisdiction but that became “residual” because it was inappropriate to grant judicial review now there was another and generally more appropriate avenue of challenge: p 314.

26. That leads us to the significance of the statutory review procedure in the present case and the issue whether or not the availability of that procedure precluded Mrs Bano from seeking a judicial review of Waltham Forest’s decision. In *R (Glencore Energy UK Ltd) v Revenue and Customs Commissioners* [2017] EWCA Civ 1716; [2017] 4 WLR 213, Sales LJ stressed that judicial review is ordinarily a remedy of last resort:

“55. ... Also, in considering what should be taken to qualify as a suitable alternative remedy, the court should have regard to the provision which Parliament has made to cater for the usual sort of case in terms of the procedures and remedies which have been established to deal with it. If Parliament has made it clear by its legislation that a particular sort of procedure or remedy is in its view appropriate to deal with a standard case, the court should be slow to conclude in its discretion that the public interest is so pressing that it ought to intervene to exercise its judicial review function along with or instead of that statutory procedure.”

27. This principle was discussed more recently by this court in *In re McAleenon* [2024] UKSC 31; [2025] AC 1362, para 50 onwards. In that case the court considered what kinds of alternative proceedings entitle a public body to invoke the suitable alternative remedy principle to resist an application for judicial review. The court reiterated that where Parliament has enacted a statutory scheme for appeals in respect of certain decisions, an appeal will in ordinary circumstances be regarded as a suitable alternative remedy in relation to such decisions: “Otherwise, use of judicial review would undermine the regime for challenging decisions which Parliament considers to be appropriate in that class of case”: para 51.

(c) *Warsame and Ravichandran*

28. There has been some important judicial consideration of the scope of the right of review conferred by section 202 and how it operates in conjunction with section 193. In *Warsame v Hounslow London Borough Council* [2000] 1 WLR 696 (“*Warsame*”) the applicants had refused an offer of accommodation under Part 6 of the Housing Act. The applicants requested a review of the authority’s decision that its duty to house them had ceased. The review panel upheld the decision but on further appeal to the county court, that court held that it had no jurisdiction to review that decision. The Court of Appeal held that a decision by a local authority that it no longer owed the applicant a duty was a decision falling within section 202(1)(b) because it was a decision as to what, if any, duty was owed. Further, the wording of section 202(1)(b) was apt to cover a decision by the authority that it no longer owes a duty because some event has occurred which has caused an existing duty to cease: see p 704H. Chadwick LJ held that for the purpose of deciding whether a duty arises, it is necessary for the local housing authority to make decisions as

to homelessness, eligibility, priority need and whether there is intentional homelessness. Such a decision fell within paragraph (b) because it was plainly a decision as to what duty was owed, in the sense that it was a necessary step in the decision making process which leads to a decision as to what duty is owed. He continued at p 705D–E:

“If the phrase ‘any decision’ within section 202(1)(b) includes decisions as to factual situations which must exist for any duty or any particular duty to have arisen, I can see no reason why that phrase should not also apply to decisions as to the existence of events or factual situations which, if they have occurred, or do exist, will have the effect that the duty ceases to exist. The words are plainly wide enough to cover that case.”

29. The consequences of the decision in *Warsame* were considered by the Court of Appeal in *Ravichandran v Lewisham London Borough Council* [2010] EWCA Civ 755, [2011] PTSR 117 (“*Ravichandran*”). As is apparent from the decisions in the courts below in the current appeal, it is not entirely clear what *Ravichandran* decided that might cast light on the issue that arises in the present case. At para 29 the Court recorded the rival contentions of the parties as to whether the cessation of the duty under section 193(7) is automatic if the circumstances specified there have occurred. Counsel for the authority argued that discharge of the duty was no longer dependent on any decision taken by the authority following the refusal of an offer. The applicant’s counsel argued that it was implicit in the statutory provisions that, following refusal of an offer, the authority must notify the applicant that the authority regards itself as discharged from its duty under the subsection. The Court of Appeal regarded both those contentions as misconceived as a result of *Warsame*. They regarded *Warsame* as establishing that a decision expressed in a letter to the applicant stating that the duty has come to an end, is reviewable under section 202(1)(b) “even if only confirmatory of a prior automatic discharge”: para 31. We consider later the extent to which we agree, and disagree, with that comment.

30. More recently in *Wandsworth LBC v Young* [2025] EWCA Civ 1336; [2026] PTSR 729, the applicant had accepted an offer of accommodation in Tooting under Part 6 and his challenge to its suitability was rejected on review. He did not, however, move into the property, but stayed in the temporary property in Battersea that had previously been provided to him by the council. Possession proceedings were brought by the council to evict him from the Battersea property and a dispute arose as to whether the council (as the local housing authority) still owed him the main housing duty, despite his acceptance of the Tooting offer. He argued that there should have been notification to him that the duty under section 193(2) was considered to have come to an end on the acceptance of the offer and that the notification should have included information about the right to seek a review of the decision that the main housing duty had been discharged.

31. Newey LJ referred to *Warsame, Ravichandran* and his own judgment in the Court of Appeal in the present case handed down nine months earlier. He recognised, at para 47, that given the time limit on requesting a review set by section 202(3), notification of a decision by the local housing authority to the applicant plays an important role. He explained at para 49 that “[w]ithout it, the time limit for which section 202(3) provides will not apply.” However, he stated that section 202(3) does not “provide for an authority to be under an *obligation* to notify an applicant of a decision, let alone impose a requirement that an authority inform an applicant of a right to request a review [of a decision that the main housing duty had been discharged].” He added that “[w]hile section 202(3) refers to an applicant being ‘notified of the authority’s *decision*’, there is no reference to notification of a *right to request a review* [of a decision that the main housing duty had been discharged].” (Emphasis as in the judgment). Accordingly, he rejected the submission that the statutory scheme imposed an obligation on the authority to tell the applicant that he was entitled to a review of the decision that the main housing duty had been discharged.

3. Factual background

32. Mrs Bano is a single parent and the mother of two children. Her children are now adults, but they were not on 11 June 2020 when Waltham Forest made the offer at issue on this appeal.

33. On 5 January 2017, following eviction from private rented sector accommodation, Mrs Bano made an application to Waltham Forest for assistance as a homeless person under Part 7 of the Housing Act. In a letter to Mrs Bano dated 23 February 2017, Waltham Forest explained that it was satisfied that she was eligible for assistance, homeless, in priority need, and not intentionally homeless. Waltham Forest accordingly accepted that it owed Mrs Bano the main housing duty under section 193(2). It added, however, that its duty to provide Mrs Bano with accommodation would cease if, among other things, she refused “an offer in the private sector”.

34. On 12 May 2017 Waltham Forest arranged for Mrs Bano and her children to be provided with temporary accommodation in a maisonette in Newham (“the Newham Property”). Mrs Bano and her children moved into the Newham Property and remained there until 21 March 2024: see para 52 below. On Thursday 11 June 2020, Waltham Forest sent Mrs Bano the Offer Letter (by way of an email attachment) offering her accommodation in a flat in Derby. The Offer Letter was headed “Re: Offer Accommodation to end Main Duty under Section 193(2) of the Housing Act 1996”. Waltham Forest explained in the letter that it had “decided to bring the duty under section 193(2) to an end by arranging an offer of an assured shorthold tenancy in the private sector with a fixed term of twenty-four months”. Mrs Bano was asked to meet an agent at the flat on Monday 15 June 2020 and was told that Waltham Forest would “assume that you have refused the accommodation offered if you fail to attend”.

35. The Offer Letter included these passages:

“Please note that this offer of suitable private sector accommodation will discharge our duty to you whether you accept or refuse the property. You will only receive this one [off] offer of suitable accommodation. Under Section 193(2) of the Housing Act 1996 it will bring our housing duty to you to an end.

I must inform you in writing of the following

a) that if you accept or reject this suitable private rented sector offer of accommodation it will discharge our duty to you under section 193(2) of the Housing Act 1996, Part 7.

b) you have a right to request a review of the suitability of accommodation offered, I must also inform you even if you accept the offer, you can continue to request a review of our decision and that the accommodation offered you suitable under section 202(1)(f) [sic]. If you do not wish to accept the offer and seek a review you are strongly advised to reconsider and sign the tenancy and move into the accommodation to protect your homeless application. ...

c) I must also inform you of what will happen if you become homeless 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 the reapplication duty. If you become homeless again within two years of accepting the private rented sector offer and make a reapplication for assistance within this two-year period of accepting a private rented sector offer, if 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 or not. ...

Please note this is a Final Offer of suitable accommodation to discharge the Council's duty to you. The consequences of

you accepting or refusing the accommodation is that the Council will no longer be subject to any further duty to you under the homelessness legislation including any duty to provide temporary accommodation.

...

Right to Review - Housing Act 1996 S. 202

If you wish to request a review you must put this in writing within 21 days of the notification of this decision or offer. Please give us all your reasons and any information that you think should be taken into account ..." (Emphasis in the original).

36. There are several points which it is appropriate to draw out from the Offer Letter.

37. First, the Offer Letter was a "private rented sector offer" within the meaning of section 193(7AA) to (7AC) of the Housing Act. Secondly, the Offer Letter informed Mrs Bano in writing that she had a right to request a review of the suitability of the accommodation offered: see para b) of the Offer Letter. The Offer Letter did not inform her that she could request a review of Waltham Forest's decision that the private rented sector offer would bring the main housing duty to an end on acceptance or refusal of the offer. Rather, there was simply a general statement at the end of the Letter as to her "Right to Review" under section 202 of the Housing Act. Waltham Forest correctly contends that there is no statutory requirement to inform an applicant of the right to request any review other than a review of suitability of the offered accommodation: see section 193(7AB)(b).

38. We will consider the issues raised in relation to the common law obligation of procedural fairness later in this judgment. It is sufficient at this stage that we express our view that it would have been good practice to have informed Mrs Bano that the right to request a review is not limited to the suitability of the accommodation but also includes the right to request a review of the decision that the private rented sector offer would bring the main housing duty to an end on acceptance or refusal of the offer.

39. Thirdly, as explained earlier, section 193(7AB)(c) contains a statutory requirement to inform an applicant in writing of "the effect under section 195A of a further application to a local housing authority within two years of acceptance of [a private rented sector] offer." The Offer Letter did inform Mrs Bano of the effect of section 195A(1), but she was not informed of the effect of section 195A(2). Section 195A(2) provides that an applicant making a further application within two years of accepting a private rented

sector offer will be treated as homeless from the date on which a valid notice under section 21 of the Housing Act 1988 expires, even though they continue to occupy the property. Put shortly, such an applicant is treated as homeless for the purpose of a further application within two years, even though in fact, as a matter of ordinary language, they are not (or not yet) homeless.

40. In *Norton v Haringey London Borough Council* [2022] EWCA Civ 1340; [2022] PTSR 1802 (“*Norton*”), the Court of Appeal held that a failure to comply with the statutory requirement to so inform the applicant in writing meant that the main housing duty had not come to an end. This means, fourthly, that if Mrs Bano had requested a review within 21 days then she could have contended that the Offer Letter had not brought the main housing duty to an end because Waltham Forest had failed to meet the statutory requirement in section 193(7AB)(c) of telling her in writing of the effect under section 195A(2) of a further application to a local housing authority within two years of the acceptance of the private rented sector offer.

41. On Sunday 14 June 2020, Mrs Bano’s daughter, who was then aged 15, sent Waltham Forest this message through WhatsApp:

“Just to update you. I feel as a 15 year I have been under immense stress and pressure from the recent events. As a family we cannot move to Derby as this has been our decision from day one ... We would like to be relocated locally if we are to be moved. Can I request any further correspondence to be made via email not via whatsapp. Please cancel the removal van for Monday”

42. Waltham Forest replied by e-mail that same evening. It said in its e-mail:

“As I stated in the offer letter the council’s duty to your household has been discharged, whether you accept the offer or not. Your temporary accommodation has been cancelled from tonight which means that you are required to look for your own accommodation from tomorrow if you are not accepting the offer made.

I am aware that you are all very upset and nervous about the offer being out of London, however I have made the council’s position very clear and also have advised you the reason for why you have been made the offer.”

43. Mrs Bano and her children did not go to Derby on Monday 15 June 2020 but remained in occupation of the Newham Property. It is common ground that Mrs Bano refused Waltham Forest's private rented sector offer contained in the Offer Letter.

44. On 2 July 2020, the 21 day period ended within which Mrs Bano had the right to request a review under section 202 of the Housing Act of: (a) the suitability of the Derby flat; and/or (b) Waltham Forest's contention that the private rented sector offer would bring the main housing duty to an end upon acceptance or refusal of the offer. Thereafter, a review could only be requested by her during such longer period as Waltham Forest "may in writing allow": section 202(3).

45. Following Mrs Bano's refusal of the offer contained in the Offer Letter, Waltham Forest did not ask her to leave the Newham Property because of the restrictions on individuals or households moving imposed by the government due to the Covid-19 pandemic. Once those restrictions were removed and by a letter dated 19 August 2020, headed "Re: Cancellation of your current temporary accommodation", Waltham Forest advised her that her last night at the Newham Property would be 31 August 2020. On 31 August 2020 Mrs Bano did not vacate the Newham Property. She remained there without the permission of Waltham Forest.

46. By a letter to Waltham Forest dated 28 September 2020 the solicitors then acting for Mrs Bano asserted that her daughter's WhatsApp message of 14 June 2020 had requested a review of the suitability of the accommodation which had been offered in the Offer Letter. The solicitors also maintained that the review was outstanding and they requested Waltham Forest to provide Mrs Bano with temporary accommodation pending the outcome of the review. Waltham Forest responded in a letter dated 7 October 2020 headed "REQUEST FOR REVIEW UNDER SECTION 202 OF THE HOUSING ACT 1996 — PART VII (AS AMENDED)". After noting that its letter of 11 June 2020 had advised Mrs Bano that its duty to her under section 193(2) of the 1996 Act would be discharged whether she accepted or refused its offer, it said:

"As the offer letter dated 11 June 2020 was emailed to Mrs Bano the same day, the statutory timeframe for requesting the review lapsed on 2 July 2020. Using the date of 28 September 2020 as the date the review was requested. This date suggests that the request was made 109 days after the statutory deadline had lapsed."

The letter went on to reject the suggestion that a review had been requested any earlier than 28 September 2020, before stating:

“in regards to accommodation pending the outcome of the review the council will not grant your request. Mrs Bano was notified that the accommodation would come to an end following the Council’s policy on Lockdown and she was to find alternative accommodation. Furthermore, we have stated that the request was made out of time and this council considers itself as relieved of its homeless duty towards Mrs Bano pursuant to section [193(7AA)] of the Housing Act 1996.”

47. It is to be noted that Mrs Bano no longer suggests that a review had been duly requested.

48. On 11 November 2022, the landlord of the Newham Property, Woodlands Property Ltd., issued proceedings against Mrs Bano for possession of the Newham Property. At a hearing on 4 May 2023, Mrs Bano was assisted by her present solicitors, Edwards Duthie Shamash, as the duty solicitors. On 15 May 2023, Edwards Duthie Shamash sent an email to Waltham Forest on Mrs Bano’s behalf, raising for the first time the argument that the main housing duty had not ended because the Offer Letter had not informed Mrs Bano of the effect under section 195A(2) of a further application to a local housing authority within two years of the acceptance of a private rented sector offer. The solicitors asked Waltham Forest to agree that, having regard to *Norton*, the main housing duty continued and that Waltham Forest would accommodate Mrs Bano.

49. Waltham Forest responded in a lengthy four-page letter dated 30 May 2023 also headed “REQUEST FOR REVIEW UNDER SECTION 202 OF THE HOUSING ACT 1996 — PART VII (AS AMENDED)”. In essence, the letter affirmed the stance of Waltham Forest that the main housing duty came to an end when Mrs Bano refused the offer in the Offer Letter. Furthermore, Waltham Forest treated the solicitors’ email dated 15 May 2023 as a request for a review of the Offer Letter dated 11 June 2020. The response was that “the request for review is out of time and a review will not be set up.”

50. It is appropriate at this stage to go into some further detail to record Waltham Forest’s answer before this court to the point made in the email dated 15 May 2023 that the Offer Letter did not cause the main housing duty to cease because it failed to inform Mrs Bano of the effect of section 195A(2). In answer, Waltham Forest does not challenge the decision of the Court of Appeal in *Norton*. Rather, Waltham Forest acknowledges that: (a) there is a statutory requirement to inform Mrs Bano of the effect of section 195A(2); (b) Mrs Bano was not so informed; (c) if Mrs Bano had requested a review within the 21 day period, then the failure to so inform her would have led to a successful review of Waltham Forest’s decision that the main housing duty ceased on the acceptance or refusal of the offer in the Offer Letter; (d) Waltham Forest would not allow any longer period for requesting a review than the 21 day period so that if the letter of 28 September 2020 or the email of 15 May 2023 were requests for a review then the requests were not

accepted; and (e) it was not open to Mrs Bano to challenge by way of judicial review the earlier incorrect decision that the main housing duty had ceased on the refusal of the offer in the Offer Letter, as there had been an adequate alternative remedy available to Mrs Bano by an in-time request for a review (section 202(1)(b)) and then (if necessary) an appeal to the County Court on a point of law (section 204(1)).

51. On 29 August 2023, Mrs Bano issued a claim for judicial review. The decision to be judicially reviewed was identified as Waltham Forest’s decision on 30 May 2023 to refuse to accept that its duty under section 193(2) of the 1996 Act continued. The Court of Appeal stated, at para 71, “that the reality in this case is that Mrs Bano is seeking to impugn the [Offer Letter] and the cancellation of her ... accommodation [in the Newham Property] ... on the strength of her refusal of the offer.” We agree.

52. On 21 March 2024, Mrs Bano and her children were evicted from the Newham Property under a warrant of possession (a possession order having been made on 16 November 2023). The family was immediately accommodated by Waltham Forest. On 18 February 2025, Mrs Bano was notified that a bid she had placed on Waltham Forest’s housing register for an introductory tenancy of a 3-bedroom property in Walthamstow had been successful. On 12 May 2025, Mrs Bano signed an introductory tenancy of that property. It follows that she is no longer owed the main housing duty under section 193(2) of the Housing Act.

53. The question as to whether she was owed the main housing duty in 2020 after she refused the offer in the Offer Letter cannot now affect Mrs Bano in any way. In written submissions dated 8 September 2025 to this court Mrs Bano accepted “that the appeal is academic as concerns her.” Nonetheless, we consider it appropriate to hear and determine the appeal. This is a case involving discrete points of statutory construction, including, for instance, whether, following an offer of private rented sector accommodation to an applicant under section 193(7AA) of the Housing Act, the local housing authority is required to make a decision that its main housing duty has ceased as a result of the applicant’s acceptance or refusal of the offer, or whether the main housing duty comes to an end automatically when the offer is accepted or refused without the need for such a decision. This issue has arisen because of, but it is not dependent on, the particular facts in Mrs Bano’s case. The issues of statutory construction are likely to affect a significant number of similar cases. We consider that there is good reason in the public interest to resolve the issues (see *R v Secretary of State for the Home Department, Ex p Salem* [1999] 1 AC 450).

4. The judgments in the lower courts and the appeal to this court

54. The hearing before Dexter Dias KC, sitting as a Deputy High Court Judge, was a rolled up hearing of both Mrs Bano’s application for permission to apply for judicial

review and of the judicial review itself. He noted that the parties were in dispute about when the impugned decision was made. Mrs Bano submitted that the impugned decision was Waltham Forest's refusal on 30 May 2023 to accept that the duty under section 193(2) continued whereas Waltham Forest submitted that the relevant decision was made in either June or October 2020 in which case the claim was brought years out of time: paras 10 and 11. The judge reviewed the cases, noting at para 20 that what is spelled out in *Warsame* is that "there is a s.202(1) right to request a statutory review of 'decisions' by an LHA where the LHA decides whether it owes or does not owe a duty under Part VII". He held that the Court of Appeal in *Warsame* "proceeded at every point on the basis that the LHA makes a 'decision' that the main duty has ceased and that decision by the LHA is susceptible to the right to statutory review and appeal on a point of law": para 25. In his judgment at para 26, *Warsame* therefore provided "powerful support" for the proposition that the authority must make a decision whether the main duty has ceased, rather than it being something automatic.

55. The judge regarded *Ravichandran* as drawing a distinction between the intention that on refusal of the offer the duty will cease and a review of the authority's confirmation that the duty it owed had ceased due to the statutory preconditions for such cessation being satisfied. But he did not consider that a prospective discharge, which expresses a future intention should events occur in future, is sufficient to bring the duty to an end: "Once the LHA has considered the election of the applicant following offer, it can then judge whether the 'conditions for discharge' have been satisfied": para 30. The judge first held that there was no obligation on Waltham Forest to communicate a decision to an applicant that the main duty ceases to be owed. There was such an obligation under section 193(5), but no such requirement was imposed under the subsection (7AA) ending route: para 51. That left the question whether Waltham Forest had actually made a decision that the main duty had ended and whether such a decision was necessary to end the main duty. He said:

"55 ... I am not persuaded that a 'prospective intention' that the duty will end on the occurrence of certain future events is the same as a decision that the duty ceases to be owed. There needs to be an assessment whether in fact the conditions set out in the statute for discharge of duty have been satisfied. It would seem strange and contrary to common sense that if the LHA expressed a 'prospective intention' that the main duty would come to an end if future events occurred, it did not have to make a decision that those events had in fact occurred and thus the duty owed was at an end."

56. The judge read the Offer Letter as indicating "an offer with *a view to* ending the main duty, as distinct from actually ending it" (para 59). It did not succeed in ending the main housing duty. He then considered the effect of the 7 October 2020 letter. He rejected Waltham Forest's submission that this was a decision that the main duty had ended. The

purpose of the letter was to reject the suggestion that there had been a valid request for review in the daughter's email on 15 June 2020; the author of the letter was from the "Reviews and Appeals" department (para 67); the letter did not purport to be a decision letter about ending the main duty and was directed at refusing temporary accommodation pending review.

57. The judge then considered whether there could be "automatic" cessation of the duty once the offer is made without the need for anything more from the authority. He described such a construction as a recipe for chaos because it would be unclear when time started to run. In his view, the authority needs to decide whether there has been acceptance or refusal. Waltham Forest had made no relevant decision that its duty had ended and there had been no operative decision to trigger the running of time to request a review. There was therefore no "alternative remedy" available to Mrs Bano and hence no obstacle to her judicial review application (para 86).

58. The Court of Appeal came to a different conclusion. Newey LJ noted that *Warsame* and *Ravichandran* had been the subject of much debate before the Court and had been central to the judge's reasoning: para 39. He, however, did not read *Warsame* as giving any guidance on whether the law as it now stands provides that the main housing duty will only come to an end under section 193(7) or (7AA) if and when the authority makes a decision to that effect, on the strength of events that have by then occurred: para 45. He pointed out that section 193(7) had been amended substantially since *Warsame* was decided. He also did not accept that *Ravichandran* supported a conclusion that the post-amendment wording of section 193(7) requires the authority to carry out an assessment of whether in fact the conditions set out in the statute for discharge of duty have been satisfied. Rather Newey LJ thought that the Court of Appeal in *Ravichandran* proceeded on the basis that a decision prospectively to discharge the duty by the making of an offer could be the subject of a request for a review under section 202(1)(b): para 52. He went on:

"55. It is doubtless the case that, as Ms Davies said, local housing authorities commonly tell applicants who have refused offers that they consider their duties to have come to an end. No doubt, authorities also sometimes (though I would guess less often) inform applicants who have accepted private rented sector offers that the authorities' duties have ceased. However, the legislation does not specify that an applicant must be told that the authority's duty has terminated, and I do not think that the decided cases establish that an authority is under an obligation to inform an applicant that it considers its duty to have ceased or even to make a decision to that effect."

59. He held therefore that the better view was that the duty ceases automatically on refusal. Further, if he was wrong about that, he held that Mrs Bano would have been entitled to request a review of the Offer Letter. That was a prospective discharge of duty by the making of an offer. He concluded:

“66. It follows, as it appears to me, that Mrs Bano could have requested a review of a decision by the Council that its duty had ceased following Mrs Bano’s refusal of the 11 June 2020 offer. While the Council did not tell Mrs Bano in so many words that it believed its duty under section 193 of the 1996 Act to have come to an end, that was clearly the view it took, and *Ravichandran* shows that a decision that such a duty has ceased is reviewable ‘even if only confirmatory of a prior automatic discharge’.”

60. The availability of that remedy meant that it was not appropriate for Mrs Bano to claim judicial review.

61. Mrs Bano now appeals to this court. The well-known housing charity Shelter, the National Campaign for Homeless People Limited, was permitted to intervene in the appeal supporting Mrs Bano and made both written and oral submissions. Fourteen London Borough housing authorities also intervened together with the Social Housing Law Association (an organisation whose membership comprises lawyers and social housing professionals who work for social landlords) supporting Waltham Forest and made written submissions to the court.

5. Ground 1: how the main housing duty comes to an end

62. The issue is whether, on the correct construction of section 193(7AA), the main housing duty to secure accommodation to an applicant ceases to be owed automatically on the acceptance or refusal of a private rented sector offer, or whether the local housing authority needs to take a decision that the applicant has either accepted or refused the offer and that its duty has come to an end and notify that decision to the applicant.

63. Normal principles of statutory interpretation are engaged. The courts are seeking to ascertain the meaning of the words used in a statutory provision in the light of their context and the purpose of the provision. See, for instance: *R (Project for the Registration of Children as British Citizens) v Secretary of State for the Home Department* [2022] UKSC 3; [2023] AC 255, paras 28–29; *News Corp UK & Ireland Ltd v Revenue and Customs Comrs* [2023] UKSC 7; [2024] AC 89, para 27; *R (N3) v Secretary of State for the Home Department* [2025] UKSC 6; [2025] AC 1473, paras 61–63; *Darwall v*

Dartmoor National Park Authority [2025] UKSC 20; [2025] AC 1292, para 15; *X v Lord Advocate* [2025] UKSC 44; [2026] 2 WLR 43, para 22.

(a) The words which Parliament enacted

64. The primary source from which meaning is ascertained is the words which Parliament has chosen to enact. Accordingly, it is appropriate to start with the statutory wording of section 193. As we have described earlier, an offer of private rented sector accommodation must comply with many different conditions before it might have the effect of causing the main housing duty to cease. If a private rented sector offer complies with these statutory requirements, then the subsection provides that “the authority shall also cease to be subject to the [main housing] duty if the applicant, ... (a) accepts a private rented sector offer, or (b) refuses such an offer.” These words do not provide that the main housing duty comes to an end if the local housing authority “decides” or “is satisfied that” or “has determined that” the applicant has accepted or refused a private rented sector offer.

65. The wording of subsection (7AA) is also used in subsections (5), (6) and (7), each of which reflects the wording of subsection (3) which provides that the duty lasts “until it ceases by virtue of any of the following provisions of this section”. The wording of all these subsections can be contrasted with subsection (1) which refers to the authority being satisfied that applicants meet the criteria for the duty to be owed to them in the first place. The choice of words in the subsections dealing with how the duty comes to an end must be deliberate and avoids commonly used statutory expressions where the legislature provides that a duty owed by a public body comes to an end if the authority “determines that” or “decides that” or “is satisfied that” certain conditions are met.

66. Furthermore, the words enacted do not provide that the local housing authority must notify the applicant that it has decided that the offer was accepted or refused. If there were such a notification requirement, that might indicate that a decision was required at a subsequent stage, after the offer had been made and after the applicant had responded to it. Mrs Bano’s construction of section 193(7AA) would effectively require words to be inserted into the subsection after (b) namely: “and (c) the local housing authority decides that the applicant has either accepted or refused the offer and (d) notifies the applicant of that decision.” Those words do not appear in the subsection, and it would be incorrect for a court to construe the subsection as if those words had been enacted by Parliament. Rather, the plain, natural meaning is that if the applicant (a) accepts a private rented sector offer, or (b) refuses such an offer, then as a matter of law the main housing duty comes to an end.

67. Moreover, this construction of section 193(7AA) is supported by the different wording in section 193(5) as to the circumstances in which the main housing duty ceases.

In that case, even if the offer of accommodation complies with the statutory requirements and is refused, the main housing duty does not cease to be owed unless and until the additional requirement in subsection (5)(c) is met. Section 193(5) provides expressly that “the authority notify [the applicant] that they regard themselves as having discharged [the main housing duty].” The difference in wording between sections 193(5) where the obligation is included and sections 193(7) and (7AA) where there is no such obligation supports the construction that the main housing duty under subsections (7) and (7AA) ends automatically on acceptance or refusal without the need for a subsequent decision by the local housing authority.

68. Mrs Bano relies on the fact that the warning that must be included in the offer under subsection (7) or (7AA) is a warning of the “*possible*” consequence of refusal or acceptance of the offer. Such wording is not apt, she argues, to indicate that the duty inevitably ceases on either refusal or acceptance. It indicates rather that there must be a subsequent notified decision to make clear to the applicant that the possible consequences previously warned of have in fact occurred. We do not agree that one can place so much weight on the word “possible”. It is clear that the intention is that the duty ceases whether there is an acceptance or a refusal and there must ultimately be one or the other. That does not leave the word “possible” devoid of content since, if a later review of suitability finds that the authority was wrong to regard the property as suitable, the duty will not have ceased to be owed.

69. On behalf of Mrs Bano, Ms Davies KC relied on the structure of subsection (7AA) which splits out the circumstances in which the local housing authority ceases to be subject to the main housing duty into separate subparagraphs. The circumstances are where the applicant: (a) accepts the private rented sector offer; or (b) refuses such an offer. This, she submits, shows that the local housing authority must take a decision as to which subparagraph applies: has the applicant accepted the offer or has she refused it? The same applies as regards Part 6 accommodation. An acceptance of Part 6 accommodation brings the duty to an end pursuant to subsection (6)(c) without any particular requirements having to be complied with to bring this about whereas a refusal is dealt with differently. A refusal of Part 6 accommodation can only cause the duty to come to an end if the conditions set in subsection (7) are met, including the relevant warning of possible consequences. She says further that in some circumstances there may be a genuine debate as to whether a private rented sector offer has been accepted or refused. Therefore, she argues that for the authority to cease to be subject to the main housing duty, it must decide positively whether the offer has been accepted or refused and which it is, and must notify the applicant of that decision.

70. We do not agree that there is any significance in the structure of section 193(7AA) other than to make clear that the offer must comply with all the requirements in order to bring the duty to an end, even if the applicant in fact accepts the offer. The structure of section 193(7AA) simply makes it clear that the authority ceases to be subject to the main

housing duty where an applicant accepts or refuses a private rented sector offer of accommodation.

71. The legislative history of section 193(7) also throws light on the meaning of amended section 193(7) as applicable to this appeal. The original version of subsection (7) dealt with offers of Part 6 accommodation and provided that the main housing duty ceased if (a) the applicant refused the offer having been informed of the possible consequences of refusal and (b) the authority was satisfied both that the accommodation was suitable for him and that “it was reasonable for him to accept it” and (c) that the authority notified him that it was so satisfied within 21 days of the refusal.

72. However, as amended by the Localism Act 2011, section 193 now provides in section 193(7F) that the authority shall not make a final offer of accommodation under Part 6 for the purposes of subsection (7) “... unless they are satisfied that the accommodation is suitable for the applicant” and that subsection (8) (which deals with bringing any existing contract to an end) does not apply to the applicant. Thus, the authority is no longer required to be satisfied that it was reasonable for the applicant to accept the offer and its decision as to suitability must be taken before, rather than after, the offer is made. The amended section 193(7) no longer required any notification to the applicant after the refusal of the Part 6 offer. Rather, it provides in mandatory terms that “[t]he local housing authority *shall* also cease to be subject to the main housing duty if the applicant ... refuses a final offer of accommodation under Part 6.” (Emphasis added.) Once the circumstance of refusal has occurred the local housing authority automatically ceases to be subject to the main housing duty without the need for any further decision or any notification of those decisions to the applicant.

73. These amendments to section 193(7) show that Parliament has removed any requirement for decisions by the local housing authority to be taken after refusal of an offer of Part 6 accommodation. It has also removed the requirement after refusal to notify the applicant of any such further decisions. There is no reason to think that any such obligations arise in the case of offers of private rented sector accommodation falling within subsection (7AA) given that they have been removed in relation to accommodation under Part 6 dealt with by subsection (7).

(b) The context of section 193(7AA) and its relationship with the right to request a review

74. The strongest contextual argument in favour of Mrs Bano’s construction of section 193(7AA) is based on section 202 and the right to request a review of the decision of the local housing authority. Section 202 clearly envisages that the right to review attaches to a decision that in practice will be notified to the applicant and that the 21 day period within which a request for review must be made will run from the notification of that decision to the applicant. Section 202(1) provides that an applicant has the right to request

a review of, amongst other decisions, “(b) any decision of a local housing authority as to what duty (if any) is owed to him under [section 193(7) or (7AA)].” That has been interpreted in *Warsame* as encompassing a decision as to matters which, if they existed, would cause a duty to cease. That construction of section 202(1)(b) is clearly right and not disputed by Waltham Forest. Ms Davies argues that section 202 cannot operate properly if the main housing duty simply ceases to exist upon the acceptance or refusal of a Part 6 or a private rented sector offer of accommodation, without any decision having been made as to whether the offer has been accepted or refused.

75. Waltham Forest’s argument in answer to that, which the Court of Appeal accepted, is that an offer letter, provided it complies with the requirements set out in the relevant subsection of section 193, is itself the decision that the duty will cease to be owed once the applicant either accepts or refuses the offer. Once the events play out and the applicant either accepts the offer and settles into the property, or refuses the property, the housing duty ceases without any further decision or notification.

76. In our judgment Waltham Forest’s contention is correct. The offer by the local housing authority under sections 193(7) or (7AA) brings the main housing duty to an end on acceptance or refusal and the offer is the reviewable decision. Both sections 193(7) and (7AA) require that the applicant be notified of the offer. In this way the applicant is notified of the decision by the local housing authority to bring the main housing duty to an end on acceptance or refusal. Therefore, there is a decision by the local housing authority; the applicant is notified of that decision; and the 21 day period within which the applicant can request a review can be calculated from the date of notification. If a review is requested and takes place before acceptance or refusal of the final offer of Part 6 or private rented sector accommodation, it will strictly be a review of decision that the offer will, once the applicant responds, result in cessation of the authority’s duty. As a matter of statutory interpretation section 202 can operate properly in the context of sections 193(7) and (7AA).

77. Mrs Bano argued that the Offer Letter comprises only an indication that the authority intends to make a decision at some point in the future or is only a prospective decision. We do not agree that the letter is only a prospective decision in the sense that it is an indication that a decision will or might be taken at some time in the future, contingent on the occurrence of certain events. Rather it is a decision taken at the date of the letter that the offer being made in the letter complies with all the requirements laid down in the regime and that the effect of this will be that, whether the applicant accepts or refuses the offer, the duty will come to an end—subject of course to any successful review.

(c) *Absurdity*

78. Ms Davies argues that a construction which treats the discharge as automatic once the applicant has responded to a compliant offer leads to absurd results. The court should strive to avoid a construction of section 193(7AA) that leads to absurdity in the wide meaning of that term, as including results which are “unworkable or impracticable”: see *R (PACCAR Inc) v Competition Appeal Tribunal* [2023] UKSC 28; [2023] 1 WLR 2594, para 43.

79. Ms Davies argued first that Waltham Forest’s construction led to arbitrariness and unfairness because of the short deadlines that are often set by the authority for an applicant to accept or reject a private rented sector offer of accommodation. This may be coupled, as it was in this case, with an offer letter which states that a failure to attend the viewing of the offered property will be treated by the authority as a refusal, thereby discharging the main housing duty. There will, she submitted, be many cases in which an applicant has a very good reason why they cannot go to view the accommodation at the date and time set by the landlord even if they might have an open mind about moving in to it. Therefore, she submitted, it was unworkable or impracticable for there to be automatic discharge of the main housing duty. Rather, section 193(7AA) should be construed as requiring a decision being made as to whether the applicant had or had not accepted or refused the offer rather than having simply been unable to view the accommodation within the short deadline and therefore unable to make a decision either way.

80. Mr Grundy for Waltham Forest acknowledged that the deadlines set by the authority or by the private sector landlord in which an applicant must make what is often a very important and difficult decision are sometimes very short. That is a result of an imperfect system in which there is very little suitable accommodation available particularly in London and applicants who are settled in London are reluctant to move to live elsewhere. The deadline may be set by the landlord, perfectly reasonably, if the landlord has competing requests for the property and wants to be sure that the house is not left empty.

81. Mr Grundy also accepted that in an extreme case where the supposed offer in the letter gave the applicant an unreasonably short time to make a decision—a matter of hours—there would be scope for a review under section 202(1)(b) on the basis that it was irrational for the authority to treat the main housing duty as having ceased on the basis of the refusal of what was on offer. But Mr Grundy, relying on section 202(1A), said that the best course for an applicant in circumstances where they cannot go to view the accommodation is to accept the offer and then seek a review if, on viewing the accepted accommodation, the applicant believes it is unsuitable and that the main housing duty did not, by that offer, come to an end.

82. We agree that this is a practical solution to a problem which arises from applying the wording of the provisions in the context of the current state of housing stock. We note also that section 193(9) provides that where the applicant ceases to be owed the duty, they may make a fresh application to the authority for accommodation or assistance in obtaining accommodation. We therefore reject the argument that Waltham Forest's construction of section 193(7AA) produces results which are "unworkable or impracticable" in this regard.

83. Ms Davies' second reason for arguing that Waltham Forest's construction leads to absurdity is that there are two possible scenarios where an applicant may not be aware that the main housing duty has ceased. Ms Davies submits that it cannot be right that the duty ceases to apply without any action on the part of the applicant and without the applicant knowing that this has happened. The first circumstance arises from section 193(6)(a) where the duty ceases if the applicant ceases to be eligible for assistance and the second is where an offer letter is sent but is not received by the applicant and the authority then treats their non-attendance at the viewing appointment as a refusal, bringing the duty to an end.

84. As regards the first circumstance, according to section 193(6)(a), the local housing authority "shall cease to be subject to the duty ... if the applicant— (a) ceases to be eligible for assistance". The eligibility of an applicant for assistance may cease because, for example, of a decision as to their immigration status taken by someone in the Home Office. The applicant, and even the authority, may be unaware of this change in immigration status for some time after. Ms Davies argues that if Waltham Forest's construction of the phrase "shall cease to be subject to the duty under this section if ..." results in automatic cessation in section 193(7AA), then the phrase must mean the same in section 193(6)(a). But if the duty ceases to apply automatically on that change in immigration status, how is the applicant to challenge that within 21 days and so comply with section 202(3)? In a sense, this conundrum is created by the wording of the several subsections in section 193 on the one hand, and the apparent assumption in section 202 on the other hand that there will in every case be a decision falling within one of the subparagraphs (a) to (h) and that that will have been notified to the applicant, triggering the 21 day time limit. That conundrum was intensified by the decision in *Warsame*.

85. In our judgment the answer to this conundrum lies in the important distinction between whether in law the duty is still owed by the local housing authority and whether in fact there has been a decision of a local housing authority in respect of which the applicant has the right to request a review under section 202(1). Although the duty has automatically ceased, the right to request a review arises in respect of decisions which have been made by the local housing authority predicated on the cessation of that duty. Once the authority becomes aware that the duty has ceased to exist because of the applicant's change in status, there will be a decision made by the local housing authority based on that awareness. In such circumstances, the local housing authority then decides for itself whether the applicant has ceased to be eligible for assistance. Having made that

decision, it will refuse to continue to make available accommodation for occupation by the applicant.

86. Both the decision by the authority that the applicant is no longer eligible for assistance and the refusal to continue to make available accommodation for occupation by the applicant because they are no longer eligible for assistance are decisions made by the local housing authority. The first decision is one in respect of which the applicant has the right to request a review under section 202(1)(a) as it is a decision as to the applicant's eligibility for assistance. Furthermore, the second decision is a decision in respect of which the applicant has the right to request a review under section 202(1)(b) as it is a decision "as to what duty (if any) is owed to" the applicant.

87. The authority may decide that the applicant in fact ceased to be eligible for assistance some time ago and hence that it has not been under the main housing duty since the date upon which the applicant ceased to be eligible for assistance. But this does not, in our judgment, create any unfairness because the applicant is not adversely affected by the cessation of the duty under section 193(6)(a) unless or until some action is taken by the authority which affects the applicant's position either by asking them to leave their current accommodation or telling them that they are no longer eligible and refusing to offer them accommodation or other assistance dependent on the continuation of the duty. It is that later action which constitutes the "decision" that the duty is no longer owed and also the notification of that decision for the purposes of section 202. The applicant has the right to request a review of that decision: see sections 202(1)(a) and (b) read with section 202(3). It would be incorrect to characterise such a decision as a confirmatory decision. Rather, it is the local housing authority's own substantive decision in respect of which the applicant has the right to request a review.

88. Turning to the scenario where the offer letter sent under sections 193(7) or (7AA) has gone astray, in this situation the applicant may not know to attend the viewing appointment and the authority might assume when they fail to attend that they have refused the offer and that the duty has therefore ceased to be owed pursuant to section 193(7) or (7AA). We note that the Offer Letter in the present case told Mrs Bano to meet the agent in Derby to view the property and sign the tenancy at 2 pm on 15 June and said "... the council will assume that you have refused the accommodation offered if you fail to attend".

89. In our judgment in order for the duty to cease under subsections (7) or (7AA), the applicant must have received the letter and have been notified of the decision in the letter. That follows from the fact that the duty does not cease automatically on the making of the offer but on the acceptance or refusal of the offer. There cannot be acceptance or refusal if the applicant does not know of the offer being made and if the offer letter has not been received, the conditions in the subsection for the duty to have ceased will not have been met. To our minds section 7 of the Interpretation Act 1978 would not assist

Waltham Forest. Section 7 provides that in circumstances “[w]here an Act authorises or requires any document to be served by post ... then, unless the contrary intention appears, the service is deemed to be effected by properly addressing, pre-paying and posting a letter containing the document and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.” It may be (though we express no concluded view about this) that section 7 simply does not apply because the Housing Act does not authorise or require service by post: see *Khan v D’Aubigny* [2025] EWCA Civ 11; [2025] Ch 168. However, even if the deeming provision in section 7 might be relevant, a contrary intention appears in the Housing Act. The intention is for the offer to be either accepted or refused which necessarily requires receipt of the letter.

90. As a result, it may be that the first occasion when the applicant finds out that the authority regards the housing duty as having come to an end will be when the authority asks the applicant to leave their current accommodation or otherwise declines any further assistance. At that stage the applicant will become aware of the missing offer and can request an extension of time under section 202(3) to review under section 202(1)(b) the decision in the offer letter that the authority was no longer subject to the main housing duty on the refusal of the offer. If an extension of time to request a review is granted because the applicant had not in fact been notified of the authority’s decision, then the review would need to be decided in the applicant’s favour for the same reason. If the letter has gone astray, the authority would continue to be subject to the main housing duty. We reject the submission that a situation where the offer letter has gone astray leads to results which are “unworkable or impracticable”.

91. Mr Grundy himself relied on the principle that statutes should not be construed in a way which gives rise to an absurdity. On Mrs Bano’s interpretation, he points out, even though an applicant is the person who accepts or refuses the offer, the local housing authority will remain subject to the main housing duty until: (a) it decides what the applicant already knows, namely that the offer has been accepted or refused; and (b) notifies the applicant of that decision. For instance, on Mrs Bano’s interpretation, even if an applicant moves into the accommodation and remains there for years, the local housing authority would continue to be subject to the main housing duty if it simply omitted to decide and notify the applicant of something which the applicant knows, namely that the offer has been accepted.

92. We agree that the subsection should not be construed to produce such an absurd result. The same absurdity would arise in relation to the acceptance by an applicant of an offer of accommodation under Part 6 (subsection (6)(c)) and the acceptance by an applicant of an offer of an assured tenancy (other than an assured shorthold tenancy) from a private landlord (subsection (6)(cc)). Indeed, all but one of the circumstances in which the duty ceases to be owed are circumstances which involve some active step on the part of the applicant of which the applicant must be aware—the acceptance or refusal of an

compliant offer (subsections (6)(c), (6)(cc), (7) and (7AA)) or leaving the accommodation they are currently occupying (subsections (6)(b) and (d)).

93. Shelter, intervening in the appeal countered this by providing evidence acquired by them in response to requests made under the Freedom of Information Act 2000 that the practice in most of the local authorities questioned was to send a separate letter to applicants informing them of the discharge of the main housing duty. That cannot, however, affect the proper construction of the statutory provision.

(d) Procedural fairness

94. In Mrs Bano's grounds of appeal to this court it is asserted that "[s]ection 202(3) and procedural fairness require express notification of the [local housing authorities'] decision before the time for review starts". (Emphasis added.) In Mrs Bano's written case before this court she argued at para 154 that:

"The constitutional principle in *R (Anufrijeva) v SSHD* [2003] UKHL 36 [2004] 1 AC 604 [26] ... that requires an administrative decision which is adverse to an individual to be communicated to her also supports this."

By "this" Mrs Bano meant that the requirement that an adverse decision be notified to the person affected by it supports her construction of section 193(7AA). Mrs Bano was relying on the common law duty of procedural fairness in aid of her construction of section 193(7AA).

95. Shelter, relying on authorities in relation to procedural fairness such as *R (Anufrijeva) v Secretary of State for the Home Department* [2003] UKHL 36; [2004] 1 AC 604, submits at para 9 that:

"At common law, it is well-settled that a person must be given notice of a decision or determination which has a legal effect on them. That is simply an aspect of fairness."

On this basis Shelter submitted that "[t]he conclusion of the Court of Appeal that a local authority is not required to notify an applicant where the main housing duty is discharged was wrong [as it] overlooks the fundamental principle of fairness which requires that an administrative decision is not binding on its subject until it has been communicated, recognised in *Anufrijeva*." Again, Shelter was relying on the common law duty of procedural fairness in aid of Mrs Bano's construction of section 193(7AA).

96. The answer to the arguments raised by Mrs Bano and by Shelter in relation to procedural fairness is straightforward. The Offer Letter did record a decision made by Waltham Forest (see section 6 below), and Mrs Bano was notified of and knew about that decision. She could challenge the decision by way of a review (and if necessary, by way of an appeal to the County Court on a point of law) if she wished to do so.

(e) Conclusion in relation to the correct construction of section 193(7AA)

97. The clear meaning of section 193(7AA) is that if an applicant (a) accepts a private rented sector offer, or (b) refuses such an offer, then as a matter of law the local housing authority ceases to be subject to the main housing duty. On the proper construction of the subsection a local housing authority does not subsequently have to: (a) make a decision that the applicant has accepted or refused the accommodation offered and that it accordingly no longer owes the applicant the main housing duty; and (b) notify the applicant of any such decision. We would dismiss this ground of appeal.

6. Ground 2: was the Offer Letter a decision capable of being reviewed under section 202?

98. It follows from our analysis that the Offer Letter notified Mrs Bano of Waltham Forest's decision for the purposes of section 202(1)(b) that the main housing duty would cease to be owed to Mrs Bano upon acceptance or refusal of the offer. It was not, as the Deputy High Court Judge thought, merely an indication of an intention to bring the housing duty to an end. The terms of the letter were very clear that the offer "will discharge our duty to you whether you accept or refuse" and told her that she would only receive this one offer. Although the Offer Letter was not fully compliant because Waltham Forest had failed to meet the statutory requirement in section 193(7AB)(c), Mrs Bano did not challenge the decision as she could have done, so the decision stands as a valid decision which brought the main housing duty to an end.

99. The Offer Letter went into considerable detail as to why Waltham Forest considered the accommodation in Derby suitable, noting that Mrs Bano was subject to a cap on the social security benefits she could receive to cover her accommodation costs. That was why she had been offered accommodation in Derby where rents are more affordable—the rent for the three-bedroom, first floor flat offered in Derby was £136.93 per week. The letter alerted Mrs Bano to spaces available in local colleges so that Mrs Bano's daughter could continue her studies on a course similar to that she was pursuing at Waltham Forest College and recorded that as Mrs Bano's son's study was all undertaken remotely he could pursue that as well from Derby as from Waltham Forest. The letter went on to provide information about a local GP surgery and other local amenities for shopping and medical care, and it included links to websites that could help the family with acquiring recycled furniture, applying for a loan from the Department for

Work and Pensions and finding a local food bank. It is clear that the Offer Letter was the product of liaison between the authority and Mrs Bano as to her needs and of some careful consideration of her circumstances.

100. The 21 days in which Mrs Bano could have sought a review of the decision in the Offer Letter that, once she accepted or refused the offer, the duty would come to an end therefore started at the date of the letter, as it was sent electronically on the day of the date of the letter. It is true that the effect of this is that some of those 21 days may expire whilst the applicant takes the opportunity to view the property and decide whether to accept or refuse it. However, the authority has a discretion to extend the 21 days following the notification of the decision and can be expected to do so if it is clear that the applicant is genuinely considering whether to accept the offer. It is in their interests to do so given that a less helpful attitude is likely to trigger a statutory review which may turn out to be unnecessary if in fact the applicant is happy to move to the property.

101. We therefore conclude that the Offer Letter was a decision that was amenable to review under section 202(1)(b) and (g).

7. Ground 3: the letters sent to Mrs Bano or her solicitors after the Offer Letter

102. Our conclusion on ground 1 as to the proper construction of section 193(7AA) and on ground 2 that the Offer Letter was a decision capable of being reviewed under section 202 disposes of this appeal. Nevertheless, we consider it appropriate to address Mrs Bano's contention on ground 3 that the Court of Appeal erred in finding that Waltham Forest's communications to her or to her previous solicitors after the Offer Letter constituted decisions which generated a right of review under section 202. The Court of Appeal, at para 66, relying on *Ravichandran* at para 31, held that a decision that the main housing duty has ceased is reviewable "even if only confirmatory of a prior automatic discharge." On this basis the Court of Appeal held, at para 67, that Mrs Bano could have requested a review "both in relation to the offer letter of 11 June 2020 and in relation to [Waltham Forest's] later conclusion that its duty to Mrs Bano under section 193 of the [Housing Act] had ceased." The Court of Appeal added, at para 68, that:

"... Waltham Forest did make a 'decision', even if only a confirmatory one, that its duty to Mrs Bano under section 193 of the 1996 Act had ended and that it was open to Mrs Bano to request a review under section 202(1)(b) of both that decision and the decision to make the 11 June 2020 offer."

The Court of Appeal did not identify the later letters in which Waltham Forest made a confirmatory decision and in respect of which Mrs Bano could have requested a review. However, the Court of Appeal relied on both Mrs Bano's right to request a review of the

decision in the Offer Letter and her right to request a review of Waltham Forest's confirmatory decisions as alternative remedies precluding Mrs Bano's claim for judicial review.

103. The issue on ground 3 is therefore whether any communication from Waltham Forest to Mrs Bano after the Offer Letter constituted a decision which generated a right of review under section 202. In particular, was the letter of 30 October 2020 such a decision?

(a) Confirmatory letters from the authority

104. As we have stated, the Court of Appeal held that a decision that the main housing duty has ceased is reviewable "even if only confirmatory of a prior automatic discharge". We respectfully disagree. If an applicant is unaware of a decision when it is made then, upon becoming aware of it, the correct procedure is to apply for an extension of time in order to review the decision. There is no scope for confirmatory decisions to be amenable to review for the following reasons.

105. First, if a purely confirmatory decision was capable of being subject to a request for a review, then the 21 day period within which a review could be requested would be circumvented, thereby undermining the statutory purpose of section 202(3) of achieving expedition and finality. For instance, if the confirmatory decision was made weeks, months, or years after the automatic discharge occurred then the applicant would have weeks, months, or years plus 21 days within which to request a review.

106. Secondly, the local housing authority has a wide discretion under section 202(3) to extend the period within which a review can be requested. If it was possible as of right to request a review of a confirmatory decision taken weeks, months, or years after a prior automatic discharge of the main housing duty then the local housing authority would be deprived of its ability to exercise that discretion as to whether to extend time within which a review could be requested. Again, the statutory scheme of expedition and finality, subject only to the exercise of a discretion to extend time, would be circumvented.

107. Thirdly, it is difficult to identify exactly what is and what is not a confirmatory decision of a prior automatic discharge of the main housing duty. All subsequent decisions made by a local housing authority in relation to the applicant must proceed on the basis that the main housing duty has ended automatically. So, the difficult question arises as to whether all subsequent decisions are confirmatory decisions in respect of automatic cessation. If not, then what is the distinguishing feature which characterises the subsequent decision as a confirmatory decision? This difficulty is illustrated on the facts of this case. We assume that the Court of Appeal considered that the letter from Waltham Forest dated 7 October 2020, some four months after the Offer Letter, is a confirmatory

decision capable of being reviewed. However, in essence that letter just affirms Waltham Forest's decision set out in the Offer Letter that it was no longer subject to the main housing duty because Mrs Bano refused the accommodation offered. The same can be said of Waltham Forest's letter dated 30 May 2023. In essence, it also affirmed the stance of Waltham Forest that the main housing duty came to an end when Mrs Bano refused the offer in the Offer Letter. It would amount to impermissible literalism to characterise one letter, but not the other, as amounting to a decision confirmatory of a prior automatic discharge. We consider that neither letter generated a right to request a review under section 202(1)(b).

(b) Decisions taken by the authority based on the cessation of the main housing duty

108. A local housing authority may make decisions after it has ceased to be subject to the main housing duty and after it has notified the applicant of the decision. Subsequent decisions may adversely affect an applicant. For instance, after the local housing authority ceases to be subject to the main housing duty it may subsequently decide to evict the applicant from accommodation owned by it. Subsequent decisions may be subject to a right to request a review if they are decisions falling within any of the decisions described in (a)-(h) of section 202(1). The decisions described in section 202(1)(a)-(h) should be read expansively to give effect to the legislative purpose of transferring the supervisory jurisdiction over the lawfulness of homelessness decision-making from the administrative courts to the procedure for reviews (under section 202) and appeals (under section 204): see *De Smith's Judicial Review*, 9th ed., paragraph 17-036 and para 9 of the judgment of the Court of Appeal in this case. However, if a particular subsequent decision does not fall within any of the decisions described in (a)-(h) of section 202(1), even when read expansively, so that there is no right to request a review in relation to it, then the avenue for challenge will be by way of judicial review.

109. A review under section 202 or judicial review of a subsequent decision does not then open up the issue as to whether the local housing authority has ceased to be subject to the main housing duty. In order to review a decision that the local housing authority has ceased to be subject to the main housing duty, the applicant would have to request a review of that decision under section 202(1)(a) or (b) within the 21 day period in section 202(3) or within such longer period as the authority may in writing allow. To allow a review or judicial review of a subsequent decision to open up the issue as to whether the local housing authority has ceased to be subject to the main housing duty would impermissibly circumvent the 21 day period within which a review can be requested, undermining the statutory purpose of achieving expedition and finality: see para 105 above. It would also deprive the local housing authority of its ability to exercise discretion as to whether to extend time within which a review could be requested: see para 106 above.

(c) Conclusion in relation to ground 3

110. We agree that the Court of Appeal erred in holding that anything other than the Offer Letter was capable of triggering a review of the issue whether the duty had ceased pursuant to section 193(7AA). None of the communications from Waltham Forest after Mrs Bano refused the private rented sector offer amounted to a decision in respect of which she could have requested a review as to whether the authority had ceased to be subject to the main housing duty. However, this error does not affect the overall outcome of this appeal given that we would dismiss the appeal on grounds 1 and 2.

8. Overall conclusion

111. Mrs Bano had a suitable alternative remedy by way of review under section 202 which precludes her claim for judicial review. We would dismiss the appeal.

Annex: section 193 of the Housing Act 1996

(as amended as at 6 April 2016 and applicable to applications made up to 3 April 2018)

193.— Duty to persons with priority need who are not homeless intentionally.

- (1) This section applies where the local housing authority are satisfied that an applicant is homeless, eligible for assistance and has a priority need, and are not satisfied that he became homeless intentionally.
- (2) Unless the authority refer the application to another local housing authority (see section 198), they shall secure that accommodation is available for occupation by the applicant.
- (3) The authority are subject to the duty under this section until it ceases by virtue of any of the following provisions of this section.
- (3A) ...
- (3B) In this section “a restricted case” means a case where the local housing authority would not be satisfied as mentioned in subsection (1) without having had regard to a restricted person.
- (5) The local housing authority shall cease to be subject to the duty under this section if—
- (a) the applicant, having been informed by the authority of the possible consequence of refusal or acceptance and of the right to request a review of the suitability of the accommodation, refuses an offer of accommodation which the authority are satisfied is suitable for the applicant,
 - (b) that offer of accommodation is not an offer of accommodation under Part 6 or a private rented sector offer, and
 - (c) the authority notify the applicant that they regard themselves as ceasing to be subject to the duty under this section.
- (6) The local housing authority shall cease to be subject to the duty under this section if the applicant—
- (a) ceases to be eligible for assistance,
 - (b) becomes homeless intentionally from the accommodation made available for his occupation,
 - (c) accepts an offer of accommodation under Part VI (allocation of housing), or
 - (cc) accepts an offer of an assured tenancy (other than an assured shorthold tenancy) from a private landlord,
 - (d) otherwise voluntarily ceases to occupy as his only or principal home the accommodation made available for his occupation.
- (7) The local housing authority shall also cease to be subject to the duty under this section if the 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.

(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).

(7AA) The authority shall also cease to be subject to the duty under this section if the applicant, having been informed in writing of the matters mentioned in subsection (7AB)—

- (a) accepts a private rented sector offer, or
- (b) refuses such an offer.

(7AB) The matters are—

- (a) the possible consequence of refusal or acceptance of the offer, and
- (b) that the applicant has the right to request a review of the suitability of the accommodation, and
- (c) in a case which is not a restricted case, the effect under section 195A of a further application to a local housing authority within two years of acceptance of the offer.

(7AC) For the purposes of this section an offer is a private rented sector offer if—

- (a) it is an offer of an assured shorthold tenancy made by a private landlord to the applicant in relation to any accommodation which is, or may become, available for the applicant's occupation,
- (b) it 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 authority's duty under this section to an end, and
- (c) the tenancy being offered is a fixed term tenancy (within the meaning of Part 1 of the Housing Act 1988) for a period of at least 12 months.

(7AD) In a restricted case the authority shall, so far as reasonably practicable, bring their duty under this section to an end as mentioned in subsection (7AA).

...

(7F) The local housing authority shall not—

- (a) make a final offer of accommodation under Part 6 for the purposes of subsection (7);
or
- (ab) approve a private rented sector offer,

...

unless they are satisfied that the accommodation is suitable for the applicant and that subsection (8) does not apply to the applicant.

(8) This subsection applies to an applicant if—

- (a) the applicant is under contractual or other obligations in respect of the applicant's existing accommodation, and

(b) the applicant is not able to bring those obligations to an end before being required to take up the offer.

(9) A person who ceases to be owed the duty under this section may make a fresh application to the authority for accommodation or assistance in obtaining accommodation.

(10) The Secretary of State may provide by regulations that subsection (7AC)(c) is to have effect as if it referred to a period of the length specified in the regulations.

(11) Regulations under subsection (10)—

(a) may not specify a period of less than 12 months, and

(b) may not apply to restricted cases.

...