



Press Summary

22 July 2026

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

[2026] UKSC 22

On appeal from: [2025] EWCA Civ 92

Justices: Lord Reed, Lord Sales, Lord Hamblen, Lord Stephens and Lady Rose

Background to the Appeal

Section 193(2) of the Housing Act 1996 (“Housing Act”) provides that local authorities are under a duty to secure accommodation for homeless people in their district who meet the requirements in section 193(1). This is known as the “main housing duty”. This appeal concerns how this duty comes to an end.

The respondent, London Borough of Waltham Forest, accepted that it owed Mrs Bano the main housing duty. Waltham Forest sent Mrs Bano a letter dated 11 June 2020 offering her private rented sector accommodation in Derby and asking her to meet an agent at the flat on 15 June 2020 (“the Offer Letter”). Mrs Bano did not go to Derby and never moved into the flat.

The issue in this appeal is whether Waltham Forest’s duty automatically came to an end upon Mrs Bano rejecting the offer which has been made under section 193(7AA), or whether Waltham Forest was required to determine whether or not she had accepted the offer, formally decide that its duty had come to an end, and communicate that decision to her in order to end its duty under section 193(2).

Mrs Bano issued an application for permission to bring judicial review against Waltham Forest, who opposed the application on the ground that she had had an alternative statutory remedy against them which she could have sought but did not. That remedy was a review of its decision encapsulated in the Offer Letter that the main housing duty would come to an end once she either accepted or rejected the offer of the Derby flat. She could have applied to Waltham Forest under section 202 of the Housing Act for such a review but she did not. Mrs Bano argues that the Offer Letter was not a decision that she could apply to review under section 202, and therefore she was entitled to bring a judicial review claim.

The High Court concluded that the main housing duty does not end automatically upon the applicant accepting or rejecting an offer of private rented sector accommodation; the local

authority must make a formal decision to end it. The Offer Letter was only an indication of an intention to bring the duty to an end, not a decision that it had done so.

The Court of Appeal allowed Waltham Forest's appeal, holding that the main housing duty ended automatically upon Mrs Bano's refusal. Mrs Bano could have requested a review both in relation to the Offer Letter and in relation to Waltham's Forest conclusion (or confirmatory decision(s)) set out in a later letter that its duty under section 193 had ceased.

Mrs Bano appeals to the Supreme Court. Shelter intervened, raising arguments in support of Mrs Bano.

Judgment

The Supreme Court unanimously dismisses the appeal. Lord Stephens and Lady Rose give the judgment, with which Lord Reed, Lord Sales, and Lord Hamblen agree.

Reasons for the Judgment

Mrs Bano had a suitable alternative remedy by way of review under section 202 which precludes her claim for judicial review [111].

Ground 1: On the true construction of section 193(7AA) is a decision required subsequent to the refusal of an offer?

Ground 1 is dismissed. 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. A local housing authority does not have subsequently 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 [97]. The reasons are as follows.

The statutory wording

The starting point is the wording of section 193(7AA). If an offer of private rented sector accommodation complies with the statutory requirements for making such an offer, then section 193(7AA) says that "the authority shall also cease to be subject to the [main housing] duty if the applicant...accepts...or refuses such an offer". The plain, natural meaning of section 193(7AA) is that the main housing duty will end automatically upon the applicant either accepting or rejecting an offer of accommodation without the need for a subsequent decision by the local authority [64]–[66].

As regards notification, section 193(5) provides that where an offer is made of a different kind of accommodation and that is refused, then the main housing duty only comes to an end if the authority notifies the applicant that they regard themselves as having discharged the main housing duty. Section 193(7AA) contains no such notification requirement. This difference in wording supports the construction of section 193(7AA) that the main housing duty ends automatically on acceptance or refusal [67].

The legislative history of these much amended provisions also supports Waltham Forest's construction of section 193(7AA). There is no reason to think local authorities have an obligation to make and communicate a decision following an offer of private rented sector accommodation given that Parliament removed a similar requirement in relation to offers of Part 6 accommodation [71]–[73].

The relationship between section 193(7AA) and section 202

Section 202 provides applicants with the right to request a review of any decision of the local housing authority as to what duty (if any) is owed to them. The offer letter, provided it complies with the requirements in section 193(7), is itself the decision that the duty will cease to be owed once the applicant accepts or refuses the offer. Once the applicant receives that letter, they have 21 days to request a review of the decision under section 202 [74]–[76].

Absurdity

If an applicant has good reason for being unable to visit the property on the date specified in the offer, the best course of action is for the applicant to accept the offer. If on viewing the property the applicant believes it is unsuitable and that the main housing duty did not, by that offer, come to an end, they can later request a review [79]–[82].

There may be other situations in which the applicant will not be aware that the main housing duty has ceased, for example when the applicant ceases to be eligible for assistance because their immigration status has changed. In that case, the applicant will have the right to request a review under section 202 on the first occasion when the local authority communicates a decision which is predicated on the fact that the applicant has ceased to be eligible for assistance [83]–[87].

The main housing duty will only cease under section 193(7AA) if the applicant receives the letter. There cannot be acceptance or refusal of an offer if, for example because the letter is posted and goes astray, the applicant does not know that the offer has been made. In those circumstances the conditions in section 193(7AA) for the duty to have ceased will not have been met. Upon the applicant finding out that the local authority regards the housing duty as having come to an end they can apply for an extension of time within which to review the decision in the letter which went astray [89]–[90].

Mrs Bano’s construction of section 193(7AA) would lead to the absurd result that a local authority would continue to owe the applicant a duty in circumstances where, the applicant having accepted the offer of accommodation and lived there for years, the local authority omitted to notify the applicant that the main housing duty had come to an end [91]–[92].

Procedural fairness

Mrs Bano and Shelter argued that procedural fairness requires express notification of the local authority’s decision before the time for review starts. The Court rejects this argument. The Offer Letter recorded a decision made by Waltham Forest and Mrs Bano was notified of and knew about the decision, which she could challenge by way of a review if she wished to do so [94]–[96].

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

It follows that the Offer Letter was a decision that was amenable to review under section 202(1)(b) and (g). The terms of the letter were very clear that the offer “will discharge our duty to you whether you accept or refuse”. It also went into considerable detail as to why Waltham Forest considered the Derby accommodation suitable for Mrs Bano and her children, and told Mrs Bano that she would only receive that one offer. The decision stands as a valid decision which brought the main housing duty to an end [98]–[101].

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

Although the conclusion on ground 1 disposes of the appeal, it is appropriate to address the issue of whether any communication from Waltham Forest to Mrs Bano after the Offer Letter also constituted a decision which generated a right of review under section 202 [102]-[103].

Confirmatory letters from the authority

In the circumstances of this case, there is no scope for confirmatory decisions (notifications of a prior automatic discharge) to be amenable to review for three reasons. First, if a confirmatory decision was capable of being subject to a request for a review, then the 21-day period within which a review must be requested would be circumvented. Secondly, 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 its discretion as to whether to extend the time within which a review could be requested. Both consequences would undermine the statutory purpose of the time limit in section 202(3) of achieving expedition and finality. Thirdly, as the facts of this case illustrate, difficult questions would arise as to which subsequent letters count as confirmatory decisions in respect of an earlier automatic cessation [104]-[107].

References in square brackets are to paragraphs in the judgment.

NOTE:

This summary is provided to assist in understanding the Court's decision. It does not form part of the reasons for the decision. The full judgment of the Court is the only authoritative document. Judgments are public documents and are available at: [Decided cases - The Supreme Court](#)