



Supported Housing Expertise

Managing Housing Benefit Claims in Supported Housing

A Good Practice Guidance Manual for Council Housing Benefit Teams and Supported Housing Providers

Supported Housing People | Version 1.0 | October 2026

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Foreword

Supported housing changes lives. For people leaving homelessness, prison, hospital or abusive relationships, for people with mental ill health, learning disabilities or addictions, and for young people starting out on their own, a stable home with the right support can be the difference between a life that holds together and one that falls apart. Enhanced Housing Benefit is one of the main ways that housing is paid for.

That makes Housing Benefit decisions in supported housing unusually important. When they are right, tenants keep their homes, good providers can plan ahead, and public money pays for real services. When they are wrong, in either direction, the consequences are serious. Claims that should have been refused let poor-quality, high-cost accommodation take hold, sometimes at the expense of vulnerable people. Claims that should have succeeded can leave tenants in arrears, providers unable to keep schemes open, and councils facing pressure on homelessness and social care.

Council Housing Benefit teams and supported housing providers have been under growing pressure for several years. Councils have faced rising exempt accommodation caseloads, subsidy losses, concern about poor practice, and the demands of the Supported Housing (Regulatory Oversight) Act 2023. Providers have faced rising costs, changing commissioning arrangements, and information requests that vary greatly from one council to the next. Neither side is helped by uncertainty about what the law requires.

Much of that uncertainty is unnecessary. The case law on exempt accommodation, care, support or supervision, intensive housing management, service charges and rent reasonableness is extensive, and on most of the questions that matter day to day it is clear. The problem is that it is spread across thirty years of Commissioners' decisions, Upper Tribunal decisions and court judgments. Few people have the time to read it all, and it is often quoted selectively.

This manual brings that law together in one place, alongside the DWP guidance, and sets out how it applies to the way supported housing actually works. It is written for council HB teams and providers alike, because both need the same answers to the same questions.

It is also written in a spirit of cooperation. We have seen too many claims become disputes that cost everyone time and money and rarely help tenants. In our experience, most of these disputes arise from misunderstanding, not bad faith. Most can be resolved, or avoided altogether, when both sides start from the same understanding of the law and are willing to talk. We hope this manual helps them do that.

Michael Patterson
Supported Housing People

Executive Summary

This manual sets out SHP's position on how council Housing Benefit teams and supported housing providers should manage Housing Benefit claims in supported housing. It brings together the legislation, the DWP guidance and the case law, and explains how they apply to the way supported housing works in practice. Where the law is clear, we say so plainly. Our aim is common ground: a shared understanding that lets councils and providers reach good decisions quickly, without adversarial approaches on either side.

The key messages

The framework (Part A)

1. Exempt accommodation keeps the "old scheme" rules on eligible rent. Local Housing Allowance does not apply, and the Rent Officer's figure does not set the eligible rent (Chapters 1, 2 and 10).
2. The DWP guidance is helpful but not law. Where it differs from the case law, the case law applies, and decisions should say so (Chapter 3).

The case law (Part B)

3. Only the legal principle in a decision binds. Findings of fact in one case are not rules for others, so there is no minimum number of support hours (Chapters 4 and 8).
4. The landlord must be a qualifying not-for-profit body that provides the accommodation and, itself or through someone acting on its behalf, provides care, support or supervision. Lease-based models can be legitimate (Chapter 5).
5. Support means advice and assistance in coping with the practicalities of life, in particular the occupation of the property. Intensive housing management and maintenance, provided because of tenants' needs, can be support and supervision in their own right. An organised on-call service is supervision (Chapters 6 and 7).
6. "More than minimal" is a modest, qualitative threshold: is the support likely to make a real difference to the claimant's ability to live in the accommodation (Chapter 8)?
7. Whether a service counts towards exempt status and whether its cost is eligible for Housing Benefit are separate questions (Chapters 7 and 9).
8. Rent restriction is a legitimate tool for rents that are genuinely unreasonably high, judged against suitable alternative accommodation for this claimant. Subsidy loss is never a reason to restrict (Chapter 10).
9. Contrivance is the right tool for arrangements made to take advantage of the scheme, which in our experience involve a significant number of often property and/or investor-led landlords. It is the wrong tool for genuine providers whose schemes rely on Housing Benefit, and Housing Benefit only funding is not contrivance (Chapter 11).

Evidence (Part C)

10. Every request must be reasonably required to decide entitlement. Decision making is a co-operative process (Chapter 12).
11. Scheme evidence should be provided once, kept on a scheme file and reviewed. Claimant evidence should be specific to the tenant and drawn from records the provider already keeps (Chapters 13 and 14).

12. Care, support or supervision, including intensive housing management, should be evidenced by activity, frequency, need and record, in proportionate form (Chapter 15). Chapter 16 sets out which requests are reasonable and which go too far.

Process (Part D)

13. Early engagement, a local protocol, named contacts and a clear escalation route prevent most disputes. They work best when they are joined up with the duties under the Supported Housing (Regulatory Oversight) Act 2023 (Chapter 17).

What Housing Benefit can and cannot fund

SHP's position, based on the case law and set out in Chapters 6, 7 and 9, is that the dividing line is not between "housing" and "support". It is between housing management, which includes housing-related support and supervision, and care and personal support to the person.

Type	Examples	Eligible for Housing Benefit?	Can it count towards exempt status?
Ordinary housing management	Lettings, rent collection, routine repairs	Yes	No, on its own
Housing-related support and supervision, delivered as intensive housing management	Tenancy sustainment, enhanced repairs, property and welfare checks, intervention in disputes, help with Housing Benefit, on-call cover	Yes (SHP's position)	Yes
Care and personal support	Personal care, counselling and emotional support, life skills, help with other benefits, training and employment support, medication reminders, family liaison	No (Schedule 1, para 1)	Yes

In *Allerdale BC v JD and Others* [2019] UKUT 304 (AAC), the Upper Tribunal held that what housing management involves "will differ according to the attributes and needs of those being housed" (para 25). SHP reads that as confirming that housing-related support and supervision delivered by the landlord as housing management are eligible, while care and personal support are not. This matches SHP's published view (supportedhousing.blog).

Two consequences follow:

- A scheme does not need separately funded, ineligible support to be exempt. Housing-related support and supervision can be enough on their own (Chapter 3, 3.4.1).
- Providers should not add notional ineligible "support charges" of £15 to £20 a week to show that support exists. The law does not require it, and it costs tenants money for no purpose (Chapter 11).

What we ask of councils and providers

Councils: apply the case law, ask only for what the decision needs, keep a scheme file, explain the reason for each request and decision, and work with commissioning and housing colleagues.

Providers: be open about how the scheme is run and how the rent is built up, keep good records as part of normal practice, describe housing-related support as the housing management it is, answer reasonable requests promptly, and talk before appealing.

Both: treat each other as partners in getting the decision right. Tenants gain most when councils and providers do.

Our Approach: Finding Common Ground

This manual states SHP's position

This manual sets out the position of Supported Housing People. That position is based on thorough research into the case law and on our long experience of how supported housing operates in practice: how schemes are set up, how tenants' needs are assessed and met, how rents and service charges are built up, and how councils and providers work together.

Where the case law is clear, we say so plainly. We do not set out counterarguments against settled law. In our view, that only creates confusion, encourages people to reopen questions the tribunals and courts have already answered, and makes good decisions harder to reach. Where we explain the position on a point, we refer to the legislation, the DWP guidance and the decisions it rests on, so that readers can check it for themselves.

Why we do not support adversarial approaches

We do not support adversarial approaches to Housing Benefit by either councils or providers.

An adversarial approach might be a council that sets thresholds the law does not contain, makes information requests far beyond what is reasonably required, or treats every provider as a suspect. It might equally be a provider that resists reasonable questions, refuses to explain how its rent is calculated or goes straight to appeal without trying to resolve the issue first.

Both approaches have the same result. Decisions take longer, costs rise on both sides, relationships break down, and tenants are left uncertain about their homes. Tribunals end up deciding questions that people could have agreed on in a conversation.

This is not a call for councils to stop scrutinising claims, or for providers to accept decisions they believe are wrong. Proper scrutiny is part of a council's job, and challenging a wrong decision is a provider's and a tenant's right. Our point is that scrutiny and challenge work best when both sides share an understanding of the law, explain their reasoning, and treat each other as partners in getting the decision right.

Two purposes

The manual has two purposes, and they matter equally.

First, it shows how councils and providers can work together pragmatically. Much of the manual is about practice, not law: engaging early before a scheme opens, agreeing what evidence will be provided and when, setting up local protocols and named contacts, handling reviews and rent increases, and sorting out problems before they become disputes. Good working relationships prevent most of the problems we see.

Second, it gives both sides the same reference points when something is at issue. Disagreements will still happen. When they do, both the council and the provider should be able to turn to the same chapter, the same paragraph of the DWP guidance and the same decision, and see where the law stands. That turns an argument about who is right into a shared question about what the law requires on these facts. It also means that if a point does have to go to a tribunal, the issues are narrow and clearly defined.

What this means in practice

Throughout the manual, we aim to:

- state the law clearly and give the source for every point
- distinguish what the law requires from what the DWP guidance recommends and from what we regard as good practice
- explain what evidence is reasonable to ask for and to provide, and why
- identify where councils and providers commonly misunderstand each other, and how to avoid it
- suggest practical ways to resolve points at issue before they reach a formal decision or appeal

Status of this manual

This manual is guidance, not legal advice. Every Housing Benefit decision depends on its own facts, and decision-makers must apply the law to the circumstances of each claim. The law and guidance in this area continue to develop, particularly as the Supported Housing (Regulatory Oversight) Act 2023 is implemented. We will update the manual as they change, and we encourage readers to tell us about new decisions or issues they think it should cover.

Who This Manual Is For

This manual is written for everyone involved in Housing Benefit claims for supported housing. Council officers and providers will use it in different ways, but the law it explains is the same for both. Writing one manual for all of them, not separate guides for each side, is part of how we hope to build common ground.

Council Housing Benefit teams

The manual is written first for the people who make and review Housing Benefit decisions:

- **Assessors and decision-makers** deciding new claims, changes of circumstances and scheme-level questions
- **Senior officers and team leaders** setting local policy and approving difficult decisions
- **Subsidy and overpayment teams** dealing with the subsidy treatment of supported housing claims and with recovery
- **Reconsideration and appeals officers** preparing responses and tribunal submissions
- **Visiting, quality and assurance officers** reviewing schemes and checking that services are delivered

For these readers, the manual sets out what the law requires, what evidence it is reasonable to ask for, and how to make decisions that are clear, well-reasoned and likely to stand up on appeal.

Other council colleagues

Supported housing decisions rarely sit with the Housing Benefit team alone. The manual will also help:

- **Commissioners** of housing-related support, adult social care and health services
- **Housing options and homelessness teams** who refer people into supported housing
- **Officers leading on the Supported Housing (Regulatory Oversight) Act 2023**, including local supported housing strategies, the National Supported Housing Standards and any licensing scheme
- **Legal services** advising on decisions, policy and appeals

Joined-up working between these colleagues and the Housing Benefit team is one of the most effective ways to prevent problems. Part D covers it in detail.

Supported housing providers

The manual is written equally for the organisations that provide supported housing and claim, or help tenants claim, enhanced Housing Benefit:

- **Registered providers of social housing, registered charities and voluntary organisations** acting as landlords
- **Managing agents and support providers** acting on a landlord's behalf
- **Chief executives, directors and trustees** responsible for governance, viability and compliance
- **Finance and rent-setting staff** preparing rent and service charge build-ups and justifying increases
- **Housing management and support staff** whose records are the evidence that care, support or supervision is provided
- **Staff setting up new schemes**, who benefit most from engaging with councils early

For these readers, the manual explains what councils can legitimately ask for, how to present evidence that is clear and proportionate, and how to resolve points at issue without delays or disputes.

Advisers and representatives

The manual will also be useful to:

- **Welfare rights and money advisers** helping tenants with claims and appeals
- **Tribunal representatives** acting for councils, providers or tenants
- **Consultants and auditors** reviewing schemes, claims or council processes

Tenants

The manual is not written mainly for tenants, but they are the people it matters to most. Clear, fair and timely decisions mean security for tenants, who should never be the ones who lose out when a council and a provider disagree. Councils and providers can use the manual to explain decisions to tenants and their advocates in plain terms.

Where to start

If you are...	Start with...
New to supported housing HB claims	Part A (Chapters 1 to 3), then Chapter 4
Deciding whether accommodation is exempt	Chapters 5 to 8
Assessing service charges or rent	Chapters 9 and 10
Concerned that an arrangement may be contrived	Chapter 11
Deciding what evidence to ask for or provide	Part C (Chapters 12 to 16)
Setting up a new scheme or a local protocol	Chapter 17 and Chapter 13
Preparing for a review or appeal	Chapters 19 and 20
Looking for a checklist or template	The appendices

Where this manual applies

Housing Benefit law, including the exempt accommodation rules and the case law in this manual, applies across Great Britain. The regulatory framework under the Supported Housing (Regulatory Oversight) Act 2023, including the National Supported Housing Standards and licensing, applies in England. Readers in Scotland and Wales should check the arrangements that apply locally.

The manual covers Housing Benefit for supported housing. It refers to Universal Credit only where it helps explain why supported housing claims remain within Housing Benefit.

How to Use This Manual

How the manual is organised

The manual is in five parts:

- **Part A: The Legal and Policy Framework** explains the legislation, the DWP guidance and the wider policy context, including the Supported Housing (Regulatory Oversight) Act 2023.
- **Part B: The Case Law** works through the main questions topic by topic: the qualifying landlord, care, support or supervision, intensive housing management, "more than minimal", service charges, rent reasonableness and contrivance.
- **Part C: Evidencing Claims** explains what evidence it is reasonable for a council to ask for and for a provider to supply, at scheme level and for each claimant.
- **Part D: Process and Practice** covers partnership working, the stages of a claim, decision letters, reviews and appeals, overpayments and quality assurance.
- **Part E: Tools and Appendices** provides checklists, templates, model letters, a table of cases and extracts from the legislation.

You don't need to read the manual from start to finish. Each chapter is written to be read on its own, with cross-references to related chapters. If you are new to supported housing claims, we recommend reading Part A and Chapter 4 first. The table in "Who This Manual Is For" suggests where other readers should start.

How each chapter is set out

Each chapter follows the same pattern so that readers can find what they need quickly:

1. **In brief:** a short summary of the main points.
2. **The law:** what the legislation and case law require, with the source for each point.
3. **The guidance:** what the DWP guidance on supported housing says, with paragraph numbers.
4. **Good practice:** SHP's recommendations for councils and providers.
5. **Evidence:** what it is reasonable to ask for and to provide on the topic.
6. **Finding common ground:** where councils and providers most often misunderstand each other, and how to resolve points at issue.
7. **Key cases and cross-references:** the main decisions on the topic and the related chapters and appendices.

Not every chapter needs every heading, but the order is always the same.

The law, the guidance and good practice

The manual keeps three kinds of content separate, because they carry different weight:

Label	What it means	Weight
The law	What the legislation and the case law require	Decision-makers must follow it

Label	What it means	Weight
The guidance	What the DWP guidance on supported housing says	Decision-makers should take it into account, but it cannot override the law
Good practice	SHP's recommendations for working effectively	Not binding, but based on what works in practice

Where the guidance and the case law differ, the manual says so and explains which applies. The case law always takes precedence. Chapter 3 explains how decision-makers should approach those points.

Throughout, the manual states SHP's position, as explained in "Our Approach". Where the law is clear, we state it plainly. We don't set out counterarguments against settled law.

How cases and legislation are cited

Cases are cited in the form most readers will recognise, so that they can be found and checked:

- **Upper Tribunal decisions** by name and neutral citation, for example *Bristol City Council v AW* [2009] UKUT 109 (AAC)
- **Reported decisions** by their R(H) or AACR reference, for example R(H) 7/07 or [2017] AACR 8
- **Commissioners' decisions** by file number, for example CH/3528/2006
- **Court judgments** by name and neutral citation, for example *Birmingham City Council v SS and SA* [2016] EWCA Civ 1211

Where a case is known by more than one reference, the manual gives the main ones. The full list is in the table of cases in Appendix 1, with links where a published copy is available. Chapter 4 explains which decisions are binding and how to apply them.

Legislation is referred to in short form after it is first cited in full. In particular:

- **"the HB Regulations"** means the Housing Benefit Regulations 2006
- **"the Consequential Provisions Regulations"** means the Housing Benefit and Council Tax Benefit (Consequential Provisions) Regulations 2006
- **"alternative reg 12", "alternative reg 13" and "alternative reg 13ZA"** mean the versions of those regulations that still apply to exempt accommodation, set out in Schedule 3 paragraph 5 of the Consequential Provisions Regulations
- **"the DWP guidance"** means the DWP's Housing Benefit guidance for supported housing claims

Terms used in the manual

- **Council** means the local authority administering Housing Benefit.
- **Provider** means the landlord, and anyone acting on the landlord's behalf, unless the text says otherwise.
- **Claimant** and **tenant** both mean the person claiming Housing Benefit. "Tenant" includes a licensee.
- **CSS** means care, support or supervision.
- **IHM** means intensive housing management.

The glossary that follows explains all other terms and abbreviations.

Using the manual in practice

Councils can use the manual to:

- write or review local policy and procedures for supported housing claims
- train new and existing staff
- frame information requests that are clear and proportionate
- give reasons in decision letters by referring to the relevant law and guidance

Providers can use the manual to:

- prepare scheme submissions and rent build-ups before approaching a council
- understand why a council is asking for particular information
- respond to queries and decisions with reference to the relevant law and guidance
- train staff on keeping records that show the services they provide

Councils and providers together can use the manual to:

- agree a local protocol or memorandum of understanding (Appendix 12 provides a model)
- agree at the start which evidence will be provided, when, and in what form
- settle points at issue by turning to the same chapter, guidance paragraph and case
- narrow the issues if a point does need to go to a tribunal

Using the appendices

The checklists, templates and model letters in Part E are starting points. Councils and providers should adapt them to local arrangements and to the scheme in question, while keeping them consistent with the law explained in the main chapters. Where an appendix supports a chapter, the chapter says so.

Keeping the manual up to date

The law is stated as at the date shown on the cover. The case law and guidance in this area continue to develop, and the regulatory framework under the Supported Housing (Regulatory Oversight) Act 2023 is still being implemented. We will publish updates as the law changes and we will summarise important new decisions on supportedhousing.blog.

Before relying on a point in a decision or an appeal, check that it is still current. If you know of a decision or issue the manual should cover, please tell us.

This manual is not legal advice

The manual explains the law and good practice in general terms. Every Housing Benefit decision depends on its own facts. For advice on a particular case, councils should consult their legal services, and providers and tenants should seek independent advice.

Glossary

This glossary explains the terms and abbreviations used in the manual. Where a term has a legal definition, the chapter given explains it in full.

Term	Meaning
AAC	Administrative Appeals Chamber of the Upper Tribunal, which hears appeals on points of law from the First-tier Tribunal.
AACR	Administrative Appeals Chamber Reports: the official series of reported Upper Tribunal decisions, for example [2017] AACR 8 (Chapter 4).
Alternative regulations 12, 13 and 13ZA	The versions of regulations 12, 13 and 13ZA of the HB Regulations set out in Schedule 3, paragraph 5 of the Consequential Provisions Regulations. They decide the eligible rent in exempt accommodation (Chapter 2).
Care, support or supervision (CSS)	The care, support or supervision that must be provided by or on behalf of the landlord for accommodation to be exempt accommodation. Care and personal support are not eligible for Housing Benefit; housing-related support and supervision can be (Chapters 6 and 9).
Claimant or tenant	The person claiming Housing Benefit. "Tenant" includes a licensee.
Commissioner's decision	A decision of a Social Security Commissioner, the predecessor of the Upper Tribunal, cited by file number (for example CH/3528/2006) or, if reported, by R(H) number (Chapter 4).
Consequential Provisions Regulations	The Housing Benefit and Council Tax Benefit (Consequential Provisions) Regulations 2006, Schedule 3 of which preserves the rules for exempt accommodation (Chapter 2).
Contrivance	A liability for rent created to take advantage of the Housing Benefit scheme, which means no Housing Benefit is payable (HB Regulations, regulation 9(1)(l); Chapter 11).
Council	The local authority administering Housing Benefit.
CSPSSA 2000	The Child Support, Pensions and Social Security Act 2000, Schedule 7 of which governs Housing Benefit decisions and appeals.
DWP guidance	The DWP's Housing Benefit guidance for supported housing claims (Chapter 3 and Appendix 3).
Eligible rent	The amount of rent and eligible service charges that Housing Benefit can meet (Chapters 9 and 10).
Enhanced Housing Benefit	An informal term for Housing Benefit in exempt accommodation, where the eligible rent is not limited by Local Housing Allowance and can include eligible charges for intensive housing management and support.

Term	Meaning
Exempt accommodation	Accommodation provided by a non-metropolitan county council, a housing association, a registered charity or a voluntary organisation, where that body or someone acting on its behalf provides the claimant with care, support or supervision (Consequential Provisions Regulations, Schedule 3, paragraph 4(10); Chapters 2 and 5).
First-tier Tribunal (FtT)	The Social Entitlement Chamber of the First-tier Tribunal, which hears appeals against Housing Benefit decisions (Chapter 20).
HB	Housing Benefit.
HB Regulations	The Housing Benefit Regulations 2006.
HBRB	Housing Benefit Review Board: the body that reviewed Housing Benefit decisions before 2001. Its decisions were challenged by judicial review, which is why many older rent cases are court judgments.
Ineligible service charge	A service charge that Housing Benefit cannot meet, such as charges for personal care, most fuel and food (HB Regulations, Schedule 1; Chapter 9).
Intensive housing management (IHM)	Housing management that is more than an ordinary landlord would provide, because of the needs of the tenants. It is eligible for Housing Benefit and, in SHP's view, can be support or supervision in its own right (Chapter 7).
Lease-based provider	A provider that leases its properties from investors or other owners instead of owning them (Chapters 5 and 11).
LHA	Local Housing Allowance: the flat-rate allowance used for most private rented claims. It does not apply to exempt accommodation.
Managed properties	Specified accommodation provided by the same kinds of landlord as exempt accommodation, where the claimant receives care, support or supervision from someone other than the landlord (Chapter 1).
MHCLG	The Ministry of Housing, Communities and Local Government.
More than minimal	The test that care, support or supervision must be more than minimal for accommodation to be exempt. There is no minimum number of hours (Chapter 8).
NSHS	National Supported Housing Standards, to be made under the Supported Housing (Regulatory Oversight) Act 2023 (Chapter 17).
Person affected	A person with rights to ask for reasons, a revision or an appeal, including the claimant and, in some cases, the landlord (Decisions and Appeals Regulations, regulation 3; Chapter 20).
Provider	The landlord, and anyone acting on the landlord's behalf, unless the text says otherwise.
Qualifying landlord	A landlord of a type that can provide exempt accommodation: a non-metropolitan county council, a housing association, a registered charity or a voluntary organisation (Chapter 5).

Term	Meaning
R(H)	The series of reported Commissioners' decisions on Housing Benefit, for example R(H) 7/07.
Regulation 86 request	A request by the council for information and evidence it reasonably needs to decide a claim (HB Regulations, regulation 86; Chapter 12 and Appendix 9).
Rent Officer	An officer of the Valuation Office Agency who makes rent determinations. In exempt accommodation a determination can inform the council's decision but does not set the eligible rent (Chapter 10).
Rent restriction	A decision under alternative regulation 13 to reduce the eligible rent because the accommodation is unreasonably large or the rent is unreasonably high, and suitable alternative accommodation is available (Chapter 10).
Revision and supersession	The two ways a Housing Benefit decision can be changed: a revision changes it from the original date; a supersession changes it from a later date (Chapters 19 and 20).
RP or registered provider	A provider of social housing registered with the Regulator of Social Housing.
RSH	The Regulator of Social Housing.
SHP	Supported Housing People.
SHROA	The Supported Housing (Regulatory Oversight) Act 2023 (Chapters 1 and 17).
Specified accommodation	The four categories of supported accommodation defined in regulation 75H of the HB Regulations: exempt accommodation, managed properties, refuges and local authority hostels. Housing costs are met by Housing Benefit instead of Universal Credit (Chapters 1 and 2).
SSAA 1992	The Social Security Administration Act 1992, which covers overpayment recovery and the confidentiality of benefit information.
Subsidy	The payment from the DWP to the council towards the cost of Housing Benefit. Subsidy must not affect whether a rent is reasonable (Chapter 10).
Supported exempt accommodation	The term used in the Supported Housing (Regulatory Oversight) Act 2023 for exempt accommodation in which care, support or supervision is provided (Chapter 17).
Suspension	Stopping payment of some or all of a claimant's Housing Benefit while a question is resolved (Decisions and Appeals Regulations, regulations 11 to 13; Chapters 12 and 18).
TA	Temporary accommodation provided by a council under its homelessness duties.
Upper Tribunal (UT)	The Administrative Appeals Chamber of the Upper Tribunal, which hears appeals on points of law. Its decisions bind councils and the First-tier Tribunal (Chapter 4).

Part A: The Legal and Policy Framework

1. Introduction and Context

In brief

- Supported housing is accommodation where residents need, and are provided with, care, support or supervision so that they can live as independently as possible in the community.
- Its housing costs are met through Housing Benefit, not Universal Credit, when it is "specified accommodation". This is because supported housing costs more to provide than general needs housing, and those costs need protecting.
- Exempt accommodation is the largest category of specified accommodation. Its rents are assessed under the "old scheme" rules from before 1996, which give strong protection against rent restriction. This is why it is often called "enhanced" Housing Benefit.
- That protection has been abused by a significant number of often property and/or investor-led landlords. It has also brought councils rising costs and subsidy losses, and providers inconsistent treatment from one council to the next.
- The Supported Housing (Regulatory Oversight) Act 2023 is introducing national standards and licensing, which will be linked to Housing Benefit. Implementation is phased and still in progress.
- Councils, providers and tenants share the same basic aims. This manual is written to help them meet those aims together.

The law

1.1 What supported housing is, and why it is funded differently

Housing Benefit law does not use the term "supported housing" itself. Instead, it identifies the kinds of supported accommodation that qualify for special treatment. Since 2014, these have been grouped together as **specified accommodation**, which has four categories:

1. **Exempt accommodation:** provided by a non-metropolitan county council in England, a housing association, a registered charity or a voluntary organisation, where that body, or someone acting on its behalf, also provides the claimant with care, support or supervision.
2. **Managed properties:** provided by the same kinds of landlord, where the claimant has been admitted to receive care, support or supervision but it is not provided by the landlord or on its behalf.
3. **Refuges:** non-permanent accommodation for people who have left home because of domestic abuse. Care, support or supervision is not required in this category.
4. **Local authority hostels:** non-self-contained hostels owned or managed by a council, where the claimant receives care, support or supervision.

Exempt accommodation is defined in paragraph 4(10) of Schedule 3 to the Consequential Provisions Regulations. Its eligible rent is decided under the alternative versions of regulations 12, 13 and 13ZA of the HB Regulations. These are the "old scheme" rules that applied before 1996. Local Housing Allowance does not apply, and a Rent Officer's determination does not set the claimant's eligible rent. Chapter 2 explains the framework in detail, and Chapter 10 explains when an exempt rent can be restricted.

Supported housing costs more to run than general needs housing. Landlords provide more intensive housing management and maintenance, communal facilities, staffing and on-call cover, and deal with higher turnover and voids. The special rules exist so that Housing Benefit can meet those costs where they are reasonable.

1.2 Why supported housing stays outside Universal Credit housing costs

Housing costs for people living in specified accommodation cannot be met through the housing costs element of Universal Credit. Instead, the council administers Housing Benefit, even where the claimant receives Universal Credit for other living costs.

Two practical consequences follow:

- The **council decides** whether accommodation is specified accommodation, and therefore whether housing costs are met through Housing Benefit or Universal Credit. Until that decision is made, the claimant cannot get help with housing costs from either.
- Housing Benefit paid for specified accommodation is **excluded from the benefit cap** for eligible claimants.

1.5 The evolving landscape: the Supported Housing (Regulatory Oversight) Act 2023

The Supported Housing (Regulatory Oversight) Act 2023 (SHROA) is the legislative response to concerns about poor-quality exempt accommodation. Its main elements are:

- **National Supported Housing Standards** for the support provided in supported housing
- **local supported housing strategies**, setting out the need for supported housing in each area
- **licensing** of supported exempt accommodation in England
- a power to link **Housing Benefit** entitlement to compliance with the new regime

The government consulted on how to implement the Act. The consultation closed on 15 May 2025, and the government published its response in April 2026. The main decisions were:

- **Licensing:** the licence is held by the person managing or in control of the supported housing, with one licence for each local authority area and a schedule of schemes.
- **Standards:** the National Supported Housing Standards are confirmed and underpin licensing.
- **Housing Benefit:** Housing Benefit will be linked to licensing, with a phased approach and safeguards for residents.
- **Exemptions:** some provision is exempt from licensing, including certain commissioned, regulated and older people's services.

The government did not redefine care, support or supervision in its response, so the existing law and case law on that question continue to apply.

Implementation is phased. In our assessment, councils and providers should not expect the new systems to begin operating fully until around 2028. Until then, Housing Benefit decisions continue to be made under the existing law, and this manual reflects that law. We will update the manual as the regulations and guidance are published.

The guidance

The DWP guidance on supported housing claims sets out the history behind the current rules:

- **1996:** the exempt accommodation definition was introduced to protect specialist supported housing provided by not-for-profit organisations from the new maximum rent rules (DWP guidance para 7).
- **2000 to 2003:** under the Transitional Housing Benefit Scheme, general counselling and support services were treated as eligible service charges (para 8).

- **2003:** Supporting People was introduced to fund support services through grants to councils. From then on, support was funded outside Housing Benefit (para 8).
- **2012:** the government announced that exempt accommodation would remain outside Universal Credit (para 9).
- **2014:** the specified accommodation definition was introduced, bringing the four categories together (para 10).
- **2018:** the government announced that Housing Benefit would remain in place to fund supported housing costs, alongside work to improve oversight, quality and value for money (para 11).

The guidance describes supported housing as accommodation where residents need, and are provided with, care, support and/or supervision to help them live as independently as possible in the community (glossary and para 1). It sets out the four categories of specified accommodation at paragraphs 71 to 88. It encourages Housing Benefit teams to work with commissioning and housing options colleagues (para 209).

The guidance is important, but it is not the law. Where it differs from the case law, the case law applies. Chapter 3 explains how decision-makers should approach those points.

Good practice

1.4 Shared aims

Councils, providers and tenants want the same things from Housing Benefit decisions in supported housing:

- **tenants** who are secure in a home that meets their needs, with the support they need to keep it
- **public money** that pays for real services at a reasonable cost
- **good providers** who can plan ahead, invest in their schemes and stay viable
- **poor practice** that is identified and dealt with, so that it does not damage tenants or the reputation of the sector
- **decisions** that are timely, consistent, well-reasoned and right first time

We recommend that councils and providers say so explicitly at the start of their working relationship, for example in a local protocol (Appendix 12). Starting from shared aims makes it much easier to work through difficult questions later.

We also recommend that both sides:

- treat the specified accommodation decision as the first and most important step, because it decides whether the claim is dealt with by Housing Benefit at all
- make that decision quickly, because the claimant gets no help with housing costs until it is made
- plan now for the Supported Housing (Regulatory Oversight) Act, without anticipating requirements that are not yet in force

Evidence

This chapter is about context, so it does not set out evidence requirements. The evidence needed to show that accommodation is specified accommodation, and in particular exempt accommodation, is explained in Part C (Chapters 12 to 16).

Finding common ground

1.3 Understanding each other's concerns

Most difficulties between councils and providers stem from real concerns on both sides. Understanding the other side's concerns is the first step to resolving them.

What councils are concerned about. A significant number of often property and/or investor-led landlords have used the exempt accommodation rules to charge high rents for poor-quality accommodation with little or no real support, sometimes to the serious harm of vulnerable tenants. The Levelling Up, Housing and Communities Committee documented this in its inquiry into exempt accommodation, which reported in October 2022, and in the government's response in June 2023. Genuine supported housing providers have an emotional commitment to supported housing. Certain others are only interested in the rent. This manual should help the former to work well with councils and help councils to rid themselves of the latter where necessary.

Councils have also faced rising caseloads and subsidy losses because central government does not reimburse all Housing Benefit paid above the Rent Officer's figure. Proper scrutiny of claims is a legitimate and necessary response.

What providers are concerned about. Providers face rising costs and changing commissioning arrangements. Many also face information requests and thresholds that vary greatly between councils, and that are sometimes not based on the law. Examples are fixed minimum hours of support, demands for evidence of support not funded by Housing Benefit, and requests for information in more detail than any provider acting reasonably could supply. Delays and suspensions put schemes and tenancies at risk.

What tenants need. Tenants need security, decent accommodation and real support. They should never be the ones who lose out when a council and a provider disagree.

These concerns are not in conflict. A council that applies the law correctly, asks for what is reasonably required and explains its decisions will deal with poor practice more effectively, not less. A provider that is open about its services, costs and rent build-up, and engages early, will find its claims decided faster. The rest of this manual is written to help both sides do that.

Key cases and cross-references

This chapter sets the context, so it relies on legislation and DWP guidance, not case law. The leading cases on each topic are introduced in Part B.

- **Legislation:** Housing Benefit Regulations 2006; Housing Benefit and Council Tax Benefit (Consequential Provisions) Regulations 2006, Schedule 3; Universal Credit Regulations 2013; Supported Housing (Regulatory Oversight) Act 2023
- **Guidance:** DWP Housing Benefit guidance for supported housing claims, paras 1, 7 to 11, 64 to 88 and 209
- **Related chapters:** Chapter 2 (statutory framework); Chapter 3 (DWP guidance); Chapters 5 to 8 (exempt accommodation and CSS); Chapter 10 (rent reasonableness); Chapter 17 (working in partnership)
- **Appendices:** Appendix 2 (extracts from the legislation); Appendix 3 (DWP guidance cross-reference); Appendix 12 (model local protocol)

Sources

- DWP, Housing Benefit guidance for supported housing claims:
<https://www.gov.uk/government/publications/housing-benefit-guidance-for-supported-housing-claims/housing-benefit-guidance-for-supported-housing-claims>
- Supported Housing People, "SHROA: Progress Made: But the Job Isn't Finished" (April 2026):
<https://supportedhousing.blog/2026/04/22/shroa-progress-made-but-the-job-isnt-finished/>
- Supported Housing People, "What was the impact of Supported Housing People's coproduced SHROA Consultation response?" (April 2026): <https://supportedhousing.blog/2026/04/28/what-was-the-impact-of-supported-housing-peoples-coproduced-shroa-consultation-response/>
- Levelling Up, Housing and Communities Committee, Exempt Accommodation report (October 2022):
<https://publications.parliament.uk/pa/cm5803/cmselect/cmcomloc/21/summary.html>
- Government response to the Select Committee report (June 2023):
<https://www.gov.uk/government/publications/exempt-accommodation-government-response-to-the-select-committee-report/exempt-accommodation-government-response-to-the-select-committee-report>

2. The Statutory Framework

In brief

- Housing Benefit for supported housing rests on a small number of provisions. Most disputes turn on how they apply to the facts, not on what they say.
- The definition of **exempt accommodation** is in paragraph 4(10) of Schedule 3 to the Consequential Provisions Regulations. It requires the right kind of landlord and care, support or supervision provided by the landlord or on its behalf.
- Exempt accommodation is one of four categories of **specified accommodation**, defined in regulation 75H of the HB Regulations. Specified accommodation keeps housing costs in Housing Benefit and outside the benefit cap.
- In exempt accommodation, the eligible rent is decided under **alternative regulations 12, 13 and 13ZA**, the "old scheme" rules. The full rent is eligible unless one of the specific restrictions applies.
- **Service charges** are eligible unless Schedule 1 makes them ineligible. Charges for support are ineligible. Charges connected with the provision of adequate accommodation are eligible.
- Councils can ask only for information and evidence that is **reasonably required** to decide the claim (regulation 86).
- The **subsidy rules** limit how much of the Housing Benefit paid for non-registered providers' exempt accommodation the council gets back from central government. They do not change what the claimant is entitled to.

The law

2.1 The Housing Benefit Regulations 2006: liability, eligible rent and service charges

The starting point is that Housing Benefit is payable for periodical payments that a person is **liable** to make for the dwelling they occupy as their home. These include rent, licence payments and service charges that must be paid as a condition of occupying the dwelling (regulation 12(1), and alternative regulation 12(1) in exempt accommodation).

Service charges are periodical payments for services, whether or not they are separately identified in the agreement. "Services" means services performed, facilities provided (including the use of furniture) and rights made available to the occupier (regulation 12(8), and alternative regulation 12(7)).

Service charges are eligible unless **Schedule 1** says otherwise. The ineligible charges that matter most in supported housing are:

- day-to-day living expenses, including meals, laundry, leisure items, cleaning of the tenant's own room and windows, and transport (para 1(a))
- emergency alarm systems (para 1(c))
- medical expenses, and nursing or personal care (paras 1(d) and (e))
- "general counselling or ... any other support services, whoever provides those services" (para 1(f))
- any other service "not connected with the provision of adequate accommodation" (para 1(g))
- fuel, except for communal areas (para 5)

Cleaning of communal areas, and of the outside of windows that tenants cannot clean themselves, remains eligible (para 1(a)(iv)). Where an ineligible charge is not separately identified, the council apportions a fair

amount having regard to the cost of comparable services (para 3(1)). Where an eligible service charge is excessive compared with comparable services, the excess is deducted (para 4).

The key distinction in supported housing is between **support**, which is ineligible, and services **connected with the provision of adequate accommodation**, which are eligible. Intensive housing management is in the second category where it is genuinely about managing the accommodation. Chapters 7 and 9 explain how the case law draws that line.

2.2 The definition of exempt accommodation

Exempt accommodation is defined in paragraph 4(10) of Schedule 3 to the Consequential Provisions Regulations. It is accommodation that is either:

- a resettlement place provided with grant under section 30 of the Jobseekers Act 1995; or
- "provided by a non-metropolitan county council in England ..., a housing association, a registered charity or voluntary organisation where that body or a person acting on its behalf also provides the claimant with care, support or supervision".

In practice, the second limb is the one that matters. It has three elements, each covered in Part B:

1. **The right kind of landlord:** a non-metropolitan county council in England, a housing association, a registered charity or a voluntary organisation. Chapter 5 covers what each of these means, including the "provided by" test.
2. **Care, support or supervision provided to the claimant:** the support must actually be provided, and it must be more than minimal. Chapters 6 to 8 cover the meaning of CSS, intensive housing management and the "more than minimal" test.
3. **Provided by the landlord or a person acting on its behalf:** the support can be delivered by another organisation, but only if it is acting on the landlord's behalf. Chapter 5 covers this.

The question is whether the accommodation is exempt accommodation **for the particular claimant**. It is decided on the facts of each claim, although in practice the evidence will often be the same across a scheme.

2.3 Specified accommodation and its four categories

Regulation 75H of the HB Regulations defines specified accommodation by reference to four categories: exempt accommodation, managed properties, refuges and local authority hostels. Chapter 1 summarises each category. The same definition appears in paragraphs 3(h) and 3A of Schedule 1 to the Universal Credit Regulations 2013, which is why housing costs for specified accommodation are excluded from Universal Credit.

Being specified accommodation has two main effects:

- housing costs are met through Housing Benefit, not Universal Credit
- Housing Benefit for the accommodation is excluded from the benefit cap

Only **exempt accommodation** also benefits from the old scheme rent rules in 2.4. Rents in the other three categories are assessed under the rules that apply to their landlord type.

2.4 Rent restriction in exempt accommodation: the preserved rules

For exempt accommodation, the eligible rent is decided under the versions of regulations 12, 13 and 13ZA set out in paragraph 5 of Schedule 3 to the Consequential Provisions Regulations (Schedule 3, para 4(1)(b)). These are the rules that applied before 1996. Local Housing Allowance does not apply, and there is no "maximum rent".

The starting point is the **full contractual rent and eligible service charges**, less any ineligible charges (alternative regulation 12(3)). That amount can be reduced only under the specific restrictions:

- **alternative regulation 13(3)(a):** the dwelling is larger than reasonably required, having regard to suitable alternative accommodation occupied by a household of the same size
- **alternative regulation 13(3)(b):** the rent is unreasonably high by comparison with the rent for suitable alternative accommodation elsewhere
- **alternative regulation 13ZA:** a rent increase is unreasonably high, or is unreasonable because it follows the previous increase within 12 months

Where alternative regulation 13(3) applies, the council reduces the eligible rent "by such amount as it considers appropriate having regard in particular to the cost of suitable alternative accommodation elsewhere". A Rent Officer's determination can inform that decision, but it does not set the eligible rent.

Restriction is also subject to strong protections:

- **Protected groups (alternative regulation 13(4)):** if the claimant, their partner or a relevant household member has reached the qualifying age for State Pension Credit, is incapable of work or has limited capability for work, or lives with a child or young person they are responsible for, no reduction can be made unless suitable cheaper alternative accommodation is available **and** it is reasonable to expect the claimant to move.
- **Bereavement (alternative regulation 13(5)):** no reduction for 12 months after the death of a relevant household member, if the claimant stays in the same dwelling.
- **The first 13 weeks (alternative regulation 13(7) and (8)):** no reduction for the first 13 benefit weeks if the claimant could afford the rent when they took it on, unless they had an award of Housing Benefit in the previous 52 weeks.
- **Suitability (alternative regulation 13(9)):** alternative accommodation is suitable only if it takes account of the age and state of health of the household, and, where the claimant has security of tenure, offers reasonably equivalent security.

Chapter 10 explains how the courts and tribunals have applied these rules. In supported housing, the most important point is that "suitable alternative accommodation" must be suitable **for this claimant**, which means it must provide comparable care, support or supervision.

2.5 Contrived tenancies: regulation 9(1)(l)

A person is treated as not liable to make payments where "the appropriate authority is satisfied that the liability was created to take advantage of the housing benefit scheme" (regulation 9(1)(l)). It applies only where none of the other parts of regulation 9(1) do.

The test is about the **purpose** for which the liability was created, not whether the rent is high or the landlord benefits from Housing Benefit. Charging a rent that relies on Housing Benefit to pay it is not, on its own, taking advantage of the scheme. Chapter 11 covers the case law, which sets a high bar.

2.6 Information and evidence: regulation 86

A claimant must provide the information and evidence "as may reasonably be required by the relevant authority in order to determine that person's entitlement to, or continuing entitlement to, housing benefit". It must be provided within one month of the request, or a longer period the council considers reasonable (regulation 86(1)).

Three points follow from the wording:

- The test is what is **reasonably required**, not everything that might be relevant or useful.
- The information must be needed to decide **entitlement**, not for other purposes such as commissioning or contract monitoring.
- The duty falls on the **claimant**. In supported housing, the provider holds much of the evidence, so in practice the council should ask the provider for it, and the provider supplies it to support the claim, provided it has written authority to act on the claimant's behalf.

Part C (Chapters 12 to 16) explains what is reasonable to ask for and to provide.

2.7 Decisions, revisions, supersessions and appeals

Decisions, revisions and appeals are governed by the Housing Benefit and Council Tax Benefit (Decisions and Appeals) Regulations 2001 and Schedule 7 to the Child Support, Pensions and Social Security Act 2000. The main points are:

- **Who can challenge:** a "person affected" by a decision. This includes the claimant, an appointee, and a landlord or agent for decisions about direct payment and about recovery of an overpayment from them (regulation 3).
- **Reconsideration (revision):** must normally be requested within one month of the decision, or of a written statement of reasons. This can be extended up to 13 months in special circumstances (regulations 4 and 5).
- **Appeal to the First-tier Tribunal:** must normally be made within one month. The council first reconsiders the decision, and the appeal lapses if it changes the decision in the appellant's favour (regulations 4 and 20, and the Tribunal Procedure (First-tier Tribunal) (Social Entitlement Chamber) Rules 2008).
- **Supersession:** a decision can be superseded when circumstances change, for example when a scheme's support model changes (regulation 7).
- **Upper Tribunal:** an appeal on a point of law lies from the First-tier Tribunal to the Upper Tribunal, with permission.

In supported housing, a decision about whether a scheme is exempt accommodation usually affects every tenant in it. Chapters 19 and 20 cover how to manage reviews and appeals in that situation.

2.8 Overpayments, recovery and payment to landlords

Payment to landlords. A rent allowance must be paid direct to the landlord where the claimant has eight weeks or more of arrears, unless it is in the claimant's overriding interest not to, and may be paid direct in other circumstances (regulations 95 and 96). In supported housing, direct payment is the norm. No direct payment can be made to a landlord the council is not satisfied is a **fit and proper person** to receive it (regulation 95(3)).

Overpayments. An overpayment is recoverable unless it was caused by official error and nobody could reasonably have been expected to realise it was an overpayment (regulation 100). Where the landlord was paid directly, the overpayment is generally recoverable from the claimant or the landlord, but the rules in regulation 101 limit this:

- If it arose because someone misrepresented or failed to disclose a material fact, it is recoverable only from that person (regulation 101(2)(b))
- If it arose from official error, it is recoverable only from someone who could reasonably have been expected to realise it was an overpayment (regulation 101(2)(c))

This matters in supported housing. If a council later decides that a scheme was not exempt accommodation, the provider may face large recovery claims. Whether the overpayment is recoverable, and from whom, depends on why it arose. Chapter 21 covers this.

2.9 Housing Benefit subsidy, and why it affects council behaviour

Councils pay Housing Benefit and claim most of it back from the Department for Work and Pensions as subsidy. The subsidy rules do **not** affect what the claimant is entitled to. But they explain much of the pressure councils are under in exempt accommodation.

- **Registered housing associations (registered providers).** A tenancy with a registered housing association is excluded from Rent Officer referral unless the council considers the rent unreasonably high (Schedule 2, para 3). Where no referral is needed, the council can claim subsidy on the full eligible rent (Subsidy Guidance Manual, para 820).
- **Other landlords, including registered charities, voluntary organisations and community interest companies that are not registered providers.** These tenancies must be referred to the Rent Officer. In general, no subsidy is paid on Housing Benefit above the Rent Officer's determination (para 770). The exceptions are:
 - o full subsidy for the first 13 weeks where alternative regulation 13(7) applies
 - o 60% subsidy on the excess where the council cannot restrict the rent because of the protections in alternative regulations 13(4), (5) and (7), or 13ZA
 - o nil subsidy on the excess where the council could restrict but does not restrict down to the Rent Officer's figure (paras 770 and 771)

The result is that a council paying Housing Benefit on an exempt rent above the Rent Officer's figure to a non-registered provider can lose some or all of the subsidy on the difference. These losses can be very large. This is a legitimate concern for councils, and it explains why councils scrutinise these claims closely.

The subsidy rules cannot be a reason to restrict a rent that the law does not allow to be restricted. The council must decide the eligible rent under Alternative Regulation 13. Only then do the subsidy rules determine how much of it is reimbursed.

The guidance

The DWP guidance on supported housing claims summarises this framework:

- **Specified accommodation and its four categories:** paras 71 to 88. Exempt accommodation is at paras 73 to 75.
- **Universal Credit:** housing costs for specified accommodation are not payable in Universal Credit (para 64), and the council decides whether accommodation is specified accommodation (para 65).
- **Old scheme rules:** exempt accommodation claims are subject to the pre-1996 rules for determining eligible rent (paras 75 and 203).
- **Care, support or supervision:** the regulations do not define it, so it has its ordinary meaning (para 136), and it must be more than minimal (para 150).

The Housing Benefit Subsidy Guidance Manual explains the subsidy rules for exempt accommodation and Rent Officer referrals (paras 750 to 771 and 810 to 822 in the 2024 to 2025 edition).

Good practice

- **Use the correct provisions.** In exempt accommodation, decision letters and requests should refer to alternative regulations 12, 13 and 13ZA, not to the main versions in the HB Regulations, which do not apply. Using the wrong rules is a common error and a frequent ground of appeal.
- **Separate the questions.** Decide in order: is there liability; is the accommodation exempt accommodation for this claimant; what is the eligible rent and service charge; is any restriction justified. Mixing them leads to poor decisions.
- **Keep subsidy and entitlement apart.** Councils should be open with providers about subsidy pressures, but should never use subsidy loss as a reason for a decision about entitlement. Providers should understand why subsidy matters and factor it in when setting rents and engaging with councils. Working with a reputable Registered Provider through [The Exempt Accommodation Project](#) might be a consideration here.
- **Ask only for what is reasonably required.** Every information request should make clear which question it relates to and why the information is needed.
- **Plan for recovery risks.** Councils and providers should agree early how they will raise and resolve scheme-level concerns, so they can deal with problems before large overpayments build up.

Evidence

This chapter sets out the legal basis for evidence requests in regulation 86. What is reasonable to ask for and to provide is covered in Part C (Chapters 12 to 16).

Finding common ground

Understanding subsidy. Many providers are unaware of how the subsidy rules work, or that a council can lose most of the subsidy on an exempt rent paid to a non-registered provider. Many councils, in turn, do not always explain this. Once both sides understand that entitlement and subsidy rules are separate, it becomes easier to have an open conversation about rent levels without either side feeling the other is acting in bad faith.

Starting from the wording. Many disputes can be narrowed by going back to the exact words of the regulations. The test in regulation 86 is "reasonably required"; the test in alternative regulation 13(3)(b) is "unreasonably high by comparison with ... suitable alternative accommodation"; the test in regulation 9(1)(I) is whether the liability was "created to take advantage of the housing benefit scheme". Agreeing on the test, before arguing whether it is met, saves time on both sides.

Being clear about which rules apply. A council applying the wrong rent rules, or a provider assuming that exempt status means the full rent must always be paid, will both reach the wrong answer. The alternative regulations allow restriction in defined circumstances and protect the rent in others.

Key cases and cross-references

The leading cases on each provision are covered in Part B:

- **Exempt accommodation definition:** Chapters 5 to 8
- **Service charges:** Chapter 9
- **Rent restriction under alternative regulations 13 and 13ZA:** Chapter 10, including *Birmingham City Council v SS and SA* [2016] EWCA Civ 1211
- **Contrivance under regulation 9(1)(I):** Chapter 11

- **Related chapters:** Chapter 12 onwards (evidence); Chapter 19 (decisions); Chapter 20 (reviews and appeals); Chapter 21 (overpayments)
- **Appendices:** Appendix 2 (extracts from the legislation)

Legislation

- Housing Benefit Regulations 2006 (SI 2006/213), regulations 9, 12, 75H, 86, 95, 96, 100 and 101, and Schedules 1 and 2: <https://www.legislation.gov.uk/uksi/2006/213>
- Housing Benefit and Council Tax Benefit (Consequential Provisions) Regulations 2006 (SI 2006/217), Schedule 3, paragraphs 4 and 5: <https://www.legislation.gov.uk/uksi/2006/217/schedule/3>
- Housing Benefit and Council Tax Benefit (Decisions and Appeals) Regulations 2001 (SI 2001/1002): <https://www.legislation.gov.uk/uksi/2001/1002>
- Universal Credit Regulations 2013 (SI 2013/376), Schedule 1, paragraphs 3(h) and 3A: <https://www.legislation.gov.uk/uksi/2014/771/made>

Guidance

- DWP, Housing Benefit guidance for supported housing claims:
<https://www.gov.uk/government/publications/housing-benefit-guidance-for-supported-housing-claims/housing-benefit-guidance-for-supported-housing-claims>
- DWP, Housing Benefit Subsidy Guidance Manual 2024 to 2025:
<https://www.gov.uk/government/publications/housing-benefit-subsidy-guidance-manual-2024-to-2025/housing-benefit-subsidy-guidance-manual-2024-to-2025>
- Shelter Legal, Housing benefit reconsiderations and appeals:
https://england.shelter.org.uk/professional_resources/legal/benefits/housing_benefit/housing_benefit_reconsiderations_and_appeals

3. The DWP Guidance on Supported Housing Claims

In brief

- The DWP's Housing Benefit guidance for supported housing claims is the most widely used reference for council HB teams. It was last updated on 1 April 2026. Paragraph numbers in this manual refer to that version.
- The guidance is not law. Decision-makers should consider it, but where it differs from legislation or case law, **the law and case law apply**.
- Most of the guidance is sound and reflects the case law. In particular, SHP endorses its statements that there is **no set number of hours** of support, that each claim must be **assessed individually**, and that councils should **work with commissioners and providers**.
- In four areas, the guidance needs care in practice because it is often read more restrictively than the case law allows:
 - intensive housing management and maintenance as support and supervision
 - floating support/tenancy sustainment, and dispersed or move-on accommodation
 - support overheads
 - help with claiming Housing Benefit
- SHP's position on each is set out in 3.4, with the case law it rests on.

The law

3.1 Status and weight of the guidance

The DWP issues guidance to help councils administer Housing Benefit (DWP guidance para 12). Councils administer the scheme and make the decisions (para 13).

The guidance has no statutory force. It cannot add conditions to the regulations, remove entitlement the regulations give, or override decisions of the Upper Tribunal and the courts. The First-tier Tribunal applies the law, not the guidance. A decision that follows the guidance but misapplies the law will be wrong, and will be overturned on appeal.

That does not make the guidance unimportant. It is a useful summary of much of the law. It sets out the DWP's view of good administration, and following it will usually lead to sound decisions. Councils that depart from it should explain why. However, where the guidance and the case law point in different directions, the decision-maker must follow the case law.

Two features of the guidance need particular care:

- **"Ordinary meaning"**. The guidance says that care, support and supervision are not defined in the regulations and should be given their ordinary meanings (para 136). That is correct, but the ordinary meaning of those words in this context has been explained by the Upper Tribunal and its predecessors over many years. The ordinary meaning is the meaning the case law gives, not a narrower everyday reading. Chapter 6 sets this out.
- **Examples**. The guidance contains many worked examples. They illustrate the DWP's view on particular sets of facts. They are not rules, and every claim must be decided on its own facts (para 210).

The guidance

3.2 The main paragraphs summarised

The table below summarises the paragraphs that matter most in exempt accommodation claims, with SHP's view of each. Where SHP's view is "consistent with the case law", the guidance can be followed as it stands. Where it says "see 3.4", the paragraph needs care.

Paras	What the guidance says	SHP view
130 to 133	Councils can examine the relationship between landlord and property owner, directors' interests and lease terms. Lease-based arrangements can be legitimate when well governed and viable.	Consistent with the case law. See Chapters 5 and 11.
134 to 135	Councils can ask for information and evidence, to be provided within one month or longer, taking account of its complexity and the claimant's capability.	Consistent with regulation 86. See Part C.
136	CSS is required except for refuges, and takes its ordinary meaning.	Consistent, provided "ordinary meaning" is read as the case law explains it. See 3.1.
137	The questions to ask: who provides CSS, the claimant's need, whether it is more than minimal, whether it is linked to the accommodation, how it is funded, and its value.	A useful checklist. See 3.4 on "linked to the accommodation" and on funding.
138 to 141	The landlord need not be the main provider of CSS, but its own provision must be sufficient. Provision by others must be arranged or paid for by the landlord, and there should be a contract.	Consistent with the case law. See Chapter 5.
142 to 144	The claimant must have an actual or potential need. They need not use the support, but it must be available. Support should be tailored, and blanket decisions by scheme type should not be made.	Consistent with the case law and endorsed.
145 to 149	Need should be assessed on admission by someone suitably qualified. Public funding indicates an assessed need. The lack of a formal assessment does not prove there is no need. Referral routes matter.	Consistent and endorsed. See Chapters 14 and 15.
150 to 154	CSS must be more than minimal. There is "no set number of hours". Ongoing, one-to-one and qualified provision carries more weight.	Endorsed. "No set number of hours" is correct and important. See Chapter 8.
155	Housing management beyond a general needs landlord's may count as support. Ordinary repairs do not. Extra maintenance because of tenants' needs could count but is "unlikely to be sufficient on its own".	Partly consistent. See 3.4.1.

Paras	What the guidance says	SHP view
156 to 158	Floating support is not linked to the accommodation and cannot make it specified accommodation.	Correct as a statement of principle but often misapplied to tenancy sustainment scenarios. See 3.4.2.
159 to 165	CSS cannot be funded through Housing Benefit. Councils should identify how it is funded, and deduct its cost from the eligible rent if it is not funded separately.	Correct for support that is ineligible. Misapplied where the CSS is eligible IHM. See 3.4.1. Probably the single most significant error in the DWP view of HB.
166 to 181	Service charges: rent breakdowns, the tests for eligibility, sinking funds, typical eligible charges, apportioning staff time, and excessive charges.	Largely consistent and useful. See 3.4.3 on overheads, and Chapter 9.
174 and 176	Help with benefit claims is ineligible. All support services and associated staff costs, and accommodation used by support staff, are ineligible.	Needs care. See 3.4.3 and 3.4.4.
182 to 188	Ineligible charges, and identifying the funding of all CSS. Where adequate separate funding is not shown, the council should assume the cost is met through rent and deduct it.	Correct for ineligible support. See 3.4.1.
189 to 193	Intensive housing management charges should be scrutinised. Services that help the accommodation satisfy the CSS requirement are ineligible.	Inconsistent with the case law. See 3.4.1.
194 to 210	Eligible rent, the old scheme rules for exempt accommodation, local indicators of reasonable rents, and collaboration.	Largely consistent. Local rent indicators are triggers for scrutiny, not caps. See Chapter 10.

3.3 Where the guidance and the case law differ

Most of the differences between the guidance and the case law come from one point. The guidance tends to treat care, support or supervision as a single category of service that is always ineligible for Housing Benefit, so that whatever makes the accommodation exempt must be funded from somewhere else (paras 159, 186 to 190).

The case law does not take that view. It recognises that:

- support and supervision can include **intensive housing management and maintenance** provided because of tenants' needs: *Chorley BC v IT* [2009] UKUT 107 (AAC); *Chorley BC v EM* [2009] UKUT 108 (AAC); CH/779/2007
- intensive housing management is **neither automatically support nor automatically excluded**, and each activity must be looked at for what it does: *Allerdale BC v JD and Others* [2019] UKUT 304 (AAC). SHP's position is that housing-related support and supervision delivered as housing management are eligible, and care and personal support are not (Chapter 7, 7.2)
- the question is whether the services are likely to make **a real difference to the claimant's ability to live in the accommodation**: *Bristol City Council v AW* [2009] UKUT 109 (AAC)

- **eligibility of a service charge and exempt status are separate questions.** A service can be eligible as connected with the provision of adequate accommodation and, at the same time, count as support or supervision for the exempt accommodation test: *Allerdale*

Where the guidance and the case law differ, decision-makers should:

1. identify the specific paragraph and the specific case
2. apply the case law
3. say in the decision that they have done so, and why

Providers raising a point of difference should do the same: identify the paragraph, the case and the facts that make it relevant. That keeps the discussion focused on the law and the evidence, not on whose reading of the guidance is right.

Good practice

3.4 Where the guidance needs care in practice: SHP's position

The positions below are SHP's, based on the case law and on how supported housing works in practice. Where the case law is clear, we say so plainly.

3.4.1 Intensive housing management and maintenance as support and supervision

SHP's position. Intensive housing management and maintenance, provided because of tenants' needs and beyond what a general needs landlord would do, can be support and supervision in their own right. They can be more than minimal without any other support. Where they are, the accommodation can be exempt accommodation **without** the provider having to show additional, separately funded support that is ineligible for Housing Benefit.

Why. The case law treats repairs, maintenance, inspections, tenancy sustainment and staff availability as capable of being support or supervision where they are provided with sufficient intensity because of tenants' needs (*Chorley BC v IT*; *Chorley BC v EM*; CH/779/2007; R(H) 4/09). *Allerdale* confirms that there is no automatic link between whether a service charge is eligible and whether the accommodation is exempt, so an eligible service can count towards the exempt accommodation test. Chapter 7 explains where *Allerdale* draws the line on eligibility. Nothing in paragraph 4(10) of Schedule 3 requires the care, support or supervision to be of a kind that is ineligible for Housing Benefit.

What this means for the guidance.

- **Para 155**, which says extra maintenance is "unlikely to be sufficient on its own", is a view on particular facts. It is not a rule. Whether IHM and maintenance are more than minimal depends on what is provided, how often, why, and the difference it makes.
- **Para 190**, which says services that help the accommodation satisfy the CSS requirement are ineligible, does not reflect *Allerdale* and should not be followed where the service is genuinely connected with the provision of adequate accommodation.
- **Paras 162 to 165 and 187**, on deducting the cost of unfunded support, apply to **ineligible support that is actually provided**, such as counselling, emotional support or general life skills work. They do not justify deducting a notional amount for support where the CSS relied on is eligible IHM and maintenance.

What providers should not do. Providers should not add a notional "support charge" to tenants' rent, or provide token ineligible support, simply to satisfy a supposed requirement that ineligible support must be shown. The law does not require it, and it costs tenants money for no purpose.

What councils can expect. IHM must be real. Councils are entitled to see evidence of what the IHM consists of, how it differs from general needs management, why the tenants need it, and how it makes a difference to their ability to live in the accommodation. A label is not enough (*DW v Oxford CC* [2012] UKUT 52 (AAC)). Chapters 7 and 15 cover the evidence.

3.4.2 Floating support, and dispersed or move-on accommodation

SHP's position. The guidance is right that floating support does not make accommodation specified accommodation (paras 156 to 158). Support that is provided to a person wherever they live, and has nothing to do with the accommodation, is not provided by or on behalf of the landlord in connection with the claimant's occupation. But dispersed, self-contained and move-on accommodation can be exempt accommodation. The type of building is not the test.

Why. The exempt accommodation definition asks two questions: is the accommodation provided by a qualifying landlord, and does that landlord, or someone acting on its behalf, provide the claimant with care, support or supervision? It does not require shared or congregate accommodation, on-site staff, or a particular building type. Paragraph 158's reference to accommodation that is "specially designed, acquired, adapted or designated" as supported housing should be read in that light. Dispersed and move-on accommodation that a provider designates and manages as supported housing, and in which it provides intensive housing management and support to its tenants because of their needs, is not floating support.

The useful indicator. The guidance's indicator is a good one: would the support follow the tenant if they moved (para 156)? If it would, it is probably floating support. If the support is provided because the tenant lives in this accommodation, and would stop if they left, it is linked to the accommodation.

What councils can expect. Providers of dispersed or move-on schemes should be able to show how the accommodation is designated as supported housing, what the landlord provides that a general needs landlord would not, and how the support relates to the tenant's occupation of the home.

3.4.3 Support overheads

SHP's position. Paragraph 176 says that support services and "associated staff costs" are ineligible, together with accommodation used by support staff. That is correct for **care and personal support**, which are ineligible. It does not mean that all overheads in a supported housing rent are ineligible. The overheads of providing **eligible** services, including office costs, IT, travel, telephones, supervision and management of staff delivering eligible IHM, are eligible.

Why. Schedule 1 makes ineligible the charges for support services that are not connected with the provision of adequate accommodation. Overheads take their character from the service they support. *Allerdale* provides a proper basis for apportioning charges between eligible and ineligible elements, and the guidance itself apportions staff time in this way (para 180).

What this means in practice. Providers should apportion overheads between eligible and ineligible services, using a clear and reasonable basis, usually the proportion of staff time spent on each. Councils should accept a reasonable apportionment, rather than disallowing all overheads. Chapter 9 and Appendix 8 cover the method.

3.4.4 Help with claiming Housing Benefit

SHP's position. Helping tenants to claim and maintain **Housing Benefit**, and the housing costs element of Universal Credit where it applies, is housing management. It is connected with the provision of adequate accommodation, because it secures the rent that sustains the tenancy. It is eligible. Help with claiming **other** benefits is personal support and is ineligible.

Why. Managing rent accounts, collecting rent and preventing arrears are core landlord functions. In supported housing, many tenants cannot manage their own Housing Benefit claims. The landlord's help is part of managing the tenancy. *Allerdale* recognises that benefits assistance can be partly housing management and partly support, depending on the tenants and the circumstances.

What this means for the guidance. Paragraph 174 says that help with benefit claims is ineligible. It should be read as applying to benefits other than Housing Benefit. Paragraph 151 says that help with benefit claims is not sufficient **on its own** to make support more than minimal. SHP agrees, and the two points are consistent. Help with Housing Benefit claims is eligible, but a scheme cannot rely on it alone to be exempt.

Evidence

This chapter does not set evidence requirements of its own. Evidence of CSS, IHM and maintenance is covered in Chapter 15. Evidence of funding for ineligible support is covered in Chapter 13. Rent and service charge build-ups, including the apportionment of overheads, are covered in Chapter 13 and Appendix 8.

Where a council relies on a paragraph of the guidance in an information request or decision, it should cite the paragraph. Where a provider says that the guidance does not reflect the case law, it should cite the case. That makes it clear what is being asked and why.

Two good practice points from the guidance are worth highlighting:

- **Needs assessment and referral routes (paras 145 to 149).** Each tenant's need should be assessed on admission by someone suitably qualified, supported by a plan. SHP's view is that self-referrals are appropriate only in limited cases, such as emergencies or a "hard to reach" cohort that will not engage with statutory services, and only where the provider works within a council-approved referrals framework. Referrals from housing options and homelessness teams are appropriate where the homeless person or family has additional needs, especially where the council has formally agreed a "TA to EA" strategy for moving households with additional needs from temporary accommodation into supported exempt accommodation.
- **Agency-managed schemes (paras 138 to 141).** Where a managing agent provides IHM or support on the landlord's behalf, there should be a management agreement that identifies the services the agent provides.

Finding common ground

Shared reference points. Most of the guidance is common ground. Councils and providers will agree on almost everything in the table in 3.2. Starting from what is agreed, and isolating the specific paragraph in issue, prevents a disagreement on one point from becoming a dispute about the whole claim.

Using the guidance properly. Councils sometimes treat the guidance as a set of rules. Providers sometimes dismiss it as irrelevant. Neither is right. The guidance is a reasonable account of most of the law, and it should be followed except where the case law says otherwise.

The IHM question. The difference over intensive housing management is the single biggest source of disputes. Councils are right to insist that IHM is real, intensive and needs-led, and to scrutinise charges labelled as IHM. Providers are right that, where it is, it can satisfy the exempt accommodation test on its own. Councils and providers who agree on that framework can then focus on the evidence, which is where the decision should be made.

Subsidy. Much of the scrutiny of IHM is driven by subsidy loss on non-registered providers' rents (Chapter 2, 2.9). Where that is the underlying concern, the answer lies in partnership solutions, not in a reading of the

guidance that the case law does not support. Working with a reputable registered provider, for example through The Exempt Accommodation Project, is one such solution.

Key cases and cross-references

Case	Point	Chapter
<i>Chorley BC v IT</i> [2009] UKUT 107 (AAC)	Repairs and maintenance can be support	6, 7
<i>Chorley BC v EM</i> [2009] UKUT 108 (AAC) (CH/4432/2006)	Repairs required with sufficient intensity can amount to support	6, 7
R(H) 6/08 (CH/779/2007, interim decision)	Making services available can be support	6
R(H) 4/09	Staff availability and reactive intervention	6
<i>Allerdale BC v JD and Others</i> [2019] UKUT 304 (AAC)	IHM neither automatically support nor excluded; apportionment	7, 9
<i>Bristol City Council v AW</i> [2009] UKUT 109 (AAC)	The "real difference" test	8
<i>DW v Oxford CC</i> [2012] UKUT 52 (AAC)	Label versus substance	7
R(H) 7/07; CH/1289/2007	More than minimal; the hours myth	8

- **Related chapters:** Chapter 2 (statutory framework, subsidy); Chapters 5 to 9 (case law on landlord, CSS, IHM, more than minimal and service charges); Chapter 13 (scheme level evidence); Chapter 15 (evidencing CSS, IHM and maintenance)
- **Appendices:** Appendix 3 (DWP guidance cross-reference); Appendix 8 (rent and service charge build-up)

Sources

- DWP, Housing Benefit guidance for supported housing claims (last updated 1 April 2026): <https://www.gov.uk/government/publications/housing-benefit-guidance-for-supported-housing-claims/housing-benefit-guidance-for-supported-housing-claims>
- Supported Housing People, "Claiming Enhanced Housing Benefit and the DWP Housing Benefit Guidance for Supported Housing Claims" (November 2023): <https://supportedhousing.blog/2023/11/20/claiming-enhanced-housing-benefit-the-dwp-housing-benefit-guidance-for-supported-housing-claims/>
- Supported Housing People, "What is Care, Support or Supervision, and can it be Funded through Enhanced Housing Benefit?" (April 2025): <https://supportedhousing.blog/2025/04/29/what-is-care-support-or-supervision-and-can-it-be-funded-through-enhanced-housing-benefit/>
- Supported Housing People, "What's the Difference between Intensive Housing Management and Maintenance and Care, Support or Supervision?" (April 2026): <https://supportedhousing.blog/2026/04/14/whats-the-difference-between-intensive-housing-management-and-maintenance-and-care-support-or-supervision/>
- Supported Housing People, The Exempt Accommodation Project: <https://supportedhousing.blog/the-exempt-accommodation-project/>

Part B: The Case Law

4. How to Use Case Law in HB Decision Making

In brief

- Most of the law on supported housing claims comes from case law, not the regulations. Decision-makers who don't know the case law cannot apply the regulations correctly.
- Decisions of the Upper Tribunal, and of the Social Security Commissioners before it, on **questions of legal principle** bind council decision-makers and the First-tier Tribunal. Decisions of the Court of Appeal and the Supreme Court bind everyone below them.
- Decisions of the **First-tier Tribunal** do not bind anyone. Nor do Ombudsman decisions, DWP guidance or other councils' practice.
- Only the **legal principle** in a decision is binding. Findings of fact on the evidence in one case are not rules for other cases. Treating them as rules, such as a minimum number of support hours, is one of the most common errors in supported housing decisions.
- Older decisions remain good law unless they have been overturned or the law has changed.
- Since 7 April 2025, all final Upper Tribunal decisions in this chamber are published online. Councils and providers should both keep up to date.

The law

4.1 Hierarchy and binding effect

The courts and tribunals that decide Housing Benefit appeals form a hierarchy. Decisions higher up bind those below.

Level	Status for council decision-makers and the First-tier Tribunal
Supreme Court (formerly the House of Lords)	Binding. For example, <i>R v Housing Benefit Review Board of the City of Westminster, ex parte Mehanne</i> [2001] UKHL 11, [2001] 1 WLR 539 on the discretion to restrict a rent.
Court of Appeal (Court of Session in Scotland)	Binding. For example, <i>Birmingham City Council v SS and SA</i> [2016] EWCA Civ 1211, [2017] AACR 8 on suitable alternative accommodation.
High Court , including judicial review decisions	Binding on questions of law. Many older rent restriction cases, decided before tribunal appeals existed, were judicial reviews of HB review boards.
Upper Tribunal (Administrative Appeals Chamber) , and the Social Security Commissioners before November 2008	Binding on questions of legal principle. This is where most supported housing case law comes from.
First-tier Tribunal	Not binding on anyone. It can be a useful illustration, but should not be relied on as authority.

Upper Tribunal and Commissioners' decisions. All decisions of the Upper Tribunal's Administrative Appeals Chamber on questions of legal principle are binding on the First-tier Tribunal and on decision-makers, including councils, in the same jurisdiction (UTAAC consultation paper on reporting decisions, May 2021,

para 10). Commissioners' decisions have the same status. The principle must be followed "unless they can be distinguished" (R(I) 12/75, para 19).

When decisions conflict. If two decisions conflict:

- a decision of a **three-judge panel** of the Upper Tribunal, or of a **Tribunal of Commissioners**, should be preferred to a decision of a single judge (R(I) 12/75, para 20; *Dorset Healthcare NHS Foundation Trust v MH* [2009] UKUT 4 (AAC))
- a **reported** decision has, as a presumption, more weight than an unreported one (R(I) 12/75, para 20)
- otherwise, the decision-maker must choose between them, and there is no rule that the earlier or later decision wins (R(I) 12/75, para 20)

The Upper Tribunal stopped reporting decisions in the Administrative Appeals Chamber Reports in April 2025. The presumption in favour of reported decisions therefore does not apply to decisions made after that date (UTAAC Practice Statement, April 2025). It still applies to the large body of reported decisions made before then.

References. Decisions are referred to in several ways, which reflect their history:

- **R(H) numbers**, for example R(H) 7/07: reported Commissioners' decisions on Housing Benefit
- **CH file numbers**, for example CH/1289/2007: Commissioners' and early Upper Tribunal file references
- **Neutral citations**, for example [2019] UKUT 304 (AAC): Upper Tribunal decisions published since 2009
- **AACR numbers**, for example [2010] AACR 2: decisions reported in the Administrative Appeals Chamber Reports, which carry the most weight among Upper Tribunal decisions

A single decision may have more than one of these. *Chorley BC v IT*, for example, is CH/150/2007, [2009] UKUT 107 (AAC) and [2010] AACR 2.

Geography. Housing Benefit law is the same across Great Britain, and decisions of the Upper Tribunal bind decision-makers in England, Wales and Scotland alike. Decisions of the Court of Appeal in England and Wales, and of the Court of Session in Scotland, are binding in their own jurisdictions and highly persuasive in the other.

Older decisions and changes in the law. Many leading supported housing decisions were made under the Housing Benefit (General) Regulations 1987. Where the 2006 Regulations use the same wording, as they do for the exempt accommodation rent rules, those decisions remain binding. A decision stops being good law only if a higher court overturns it or the relevant law changes.

Decisions on other benefits. Some decisions on the meaning of words such as "supervision" come from other benefits, such as attendance allowance (for example R(A) 2/75 and R(A) 1/88). They are persuasive, and the Housing Benefit decisions draw on them, but they were decided in a different statutory context and should be used with care.

4.2 Applying case law to the facts: avoiding "rule of thumb" thresholds

Principle and fact. Only the legal principle in a decision binds. How that principle applied to the evidence in one case is a finding of fact, and other cases with different facts may come out differently. The Tribunal of Commissioners put it this way:

"It should be borne in mind that similarity in underlying facts does not automatically give rise to similarity in the principle to be applied and questions of fact should not be elevated into questions of legal principle." (R(I) 12/75, para 19)

The hours myth. The clearest example in supported housing is the belief that support must average two or three hours per tenant per week. It is often said to come from CH/1289/2007, which accepted that three hours a week could be more than minimal on its facts. That is a finding of fact about one scheme. It is not a minimum. The legal principle is that the support must be more than minimal (R(H) 7/07), judged by whether it is likely to make a real difference to the claimant's ability to live in the accommodation (*Bristol City Council v AW* [2009] UKUT 109 (AAC)). The DWP guidance confirms that there is "no set number of hours" (para 151). Chapter 8 explains this in detail.

Other examples of thresholds that are not law:

- a fixed percentage for voids or bad debts, when the case law requires evidence (CH/3548/2006)
- treating the Rent Officer's figure as a cap on the eligible rent (*Aylesbury Vale DC v ER*, CH/1961/2010)
- requiring daily contact, a minimum staff ratio, or a set number of visits before support can count
- assuming that a scheme type, such as dispersed or self-contained accommodation, cannot be exempt

None of these is in the regulations or the case law. Using any of them as a rule, rather than considering the evidence, is an error of law.

Distinguishing. A decision-maker can decline to follow a principle only if the case can genuinely be distinguished: that is, if the facts are different in a way that means the principle does not apply. A difference in facts that does not affect the principle is not enough.

Remitted decisions. Where a higher court or tribunal sends a case back to be decided again, its decision is authority on the **approach** to be taken, not on the outcome. *Birmingham City Council v SS and SA* is an example: the Court of Appeal set out how alternative regulation 13(3) should be applied, and remitted the case. It is authority on that approach, not a decision that the rent was or was not too high.

The guidance

The DWP guidance acknowledges that case law is used to decide supported housing claims, and that care, support or supervision must be given its ordinary meaning (para 136). As Chapter 3 explains, the ordinary meaning is the meaning the case law gives it. Where the guidance and the case law differ, the case law applies.

The guidance also says that every case must be considered on its own facts (para 210). That is the same principle as in 4.2: case law sets the tests, and the evidence in each claim decides whether they are met.

Good practice

For councils:

- Cite the specific decision and the principle relied on in decision letters and submissions, not "case law says".
- Distinguish clearly between what the law requires and what is local practice or policy.
- Never use a threshold that is not in the regulations or the case law as a reason for a decision. Use thresholds, if at all, only as triggers for further enquiry.

- Do not rely on First-tier Tribunal decisions as authority, including the council's own tribunal successes.
- Keep a short internal digest of the leading decisions, kept up to date. Appendix 1 can serve as a starting point.

For providers:

- Cite the decisions that support the claim, and explain how the facts of the scheme fit the principle.
- Don't overstate case law. A decision that a particular scheme was exempt does not mean every similar scheme is.
- Don't rely on First-tier Tribunal decisions as authority either.

For both:

- When citing a decision, give its full reference and, if possible, a link.
- Read the whole decision, not just a summary or headnote. Summaries, including those in this manual, are a guide to the decision, not a substitute for it.

4.3 Keeping up to date: sources and alerts

Source	What it holds
GOV.UK, Administrative appeals tribunal decisions	Upper Tribunal decisions from January 2016. Since 7 April 2025, decisions of wider interest, with a neutral citation and case summary. GOV.UK search pages offer email alerts.
The National Archives, Find Case Law	All final Upper Tribunal (AAC) decisions from 7 April 2025, as well as court judgments.
Upper Tribunal (AAC) decisions database	Older Commissioners' and Upper Tribunal decisions, including reported decisions.
Administrative Appeals Chamber Reports index	Lists of reported decisions.
BAILII	Court of Appeal, High Court and Supreme Court judgments.
DWP Housing Benefit circulars	Changes to regulations and DWP guidance.
supportedhousing.blog	SHP summaries and analysis of supported housing decisions.

Since 7 April 2025, every final decision of the Upper Tribunal (Administrative Appeals Chamber) is published, roughly three times as many as before. Decisions the judge considers of wider interest have a neutral citation and a case summary, and appear on GOV.UK as well. The others are on Find Case Law only, without a neutral citation. Councils and providers should check both.

We recommend that councils and providers:

- set up email alerts for new Housing Benefit decisions
- check for new decisions before relying on a point in a decision or appeal
- treat new decisions with care until their effect is clear, especially decisions without a neutral citation

Evidence

The case law sets the tests. The evidence decides whether they are met. A council that applies the right legal test still has to make findings on the evidence, and a provider that cites the right case still has to show that its scheme meets the test. Part C covers the evidence in detail.

Finding common ground

Agree the test first. Most disputes about case law are really disputes about facts. If councils and providers agree which decisions set the test, the discussion can move quickly to the evidence.

Use the same sources. Both sides should work from the full text of the decisions, not second-hand summaries. Appendix 1 lists the leading decisions with links.

Acknowledge where the law is settled. Some questions, such as the hours myth, the role of the Rent Officer's figure, and whether IHM can be support, have been answered clearly by the Upper Tribunal and the courts. Reopening them costs time and money on both sides. Where a point genuinely is open, it is better to say so and agree how it will be resolved.

Key cases and cross-references

Case	Point	Chapter
R(I) 12/75	Binding effect of Commissioners' decisions; conflicts; fact and principle	4
<i>Dorset Healthcare NHS Foundation Trust v MH</i> [2009] UKUT 4 (AAC)	Binding effect of Upper Tribunal decisions; three-judge panels	4
R(H) 7/07	The "more than minimal" test	8
CH/1289/2007	Three hours could be more than minimal on the facts; not a minimum	8
<i>Bristol City Council v AW</i> [2009] UKUT 109 (AAC)	The "real difference" test	8
<i>Birmingham City Council v SS and SA</i> [2016] EWCA Civ 1211	Remitted decision: authority on approach, not outcome	10
<i>Aylesbury Vale DC v ER</i> (CH/1961/2010)	The Rent Officer's figure is not a cap	10
CH/3548/2006	Voids are fact-specific; no standard percentage	10

- **Related chapters:** Chapter 3 (DWP guidance and case law); Chapters 5 to 11 (case law by topic); Chapter 20 (reviews and appeals)
- **Appendices:** Appendix 1 (table of cases); Appendix 14 (further reading and supportedhousing.blog resources)

Sources

- R(I) 12/75: https://www.rightsnet.org.uk/pdfs/ri/12_75.pdf
- UTAAC, Consultation paper on reporting decisions (May 2021): <https://www.judiciary.uk/wp-content/uploads/2021/05/UTAAC-Consultation-Paper-on-reporting-decisions-10-May-2021.pdf>

- UTAAC, Practice Statement (April 2025):
<https://www.judiciary.uk/wp-content/uploads/2025/04/Practice-Statement-Upper-Tribunal-Administrative-Appeals-Chamber-April-2025.pdf>
- GOV.UK, Administrative appeals tribunal decisions: <https://www.gov.uk/administrative-appeals-tribunal-decisions>
- The National Archives, Find Case Law: <https://caselaw.nationalarchives.gov.uk/>
- Upper Tribunal (AAC) decisions database and reported decisions index:
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- BAILII: <https://www.bailii.org/>
- DWP guidance for supported housing claims:
<https://www.gov.uk/government/publications/housing-benefit-guidance-for-supported-housing-claims/housing-benefit-guidance-for-supported-housing-claims>
- supportedhousing.blog: <https://supportedhousing.blog/>

5. The Qualifying Landlord

In brief

- Exempt accommodation must be **provided by** a qualifying body: a non-metropolitan county council in England, a housing association, a registered charity or a voluntary organisation. That body, or a person acting on its behalf, must also provide the claimant with care, support or supervision.
- Every qualifying landlord must be **not-for-profit**. The test is about the landlord itself. Contractors, lessors and support partners making a commercial profit do not, by themselves, stop the landlord qualifying (*Wirral BC v MF* [2014] AACR 12).
- A housing association **does not need to be registered** with a regulator to qualify. Registration is evidence, not a requirement.
- The accommodation is provided by whoever has the right to let it and is entitled to the rent. Arranging or nominating to accommodation is not providing it (*East Hertfordshire DC v KT* [2009] UKUT 12 (AAC); *Chorley BC v IT* [2009] UKUT 107 (AAC)).
- Care, support or supervision from a third party counts only if the landlord has engaged that party to provide it on the landlord's behalf. A partnership or joint venture in which each party acts for itself is not enough (*R(H) 2/07*).
- Lease-based models can be legitimate. The questions are whether the landlord genuinely runs the scheme as landlord, and whether the arrangement was created to take advantage of the Housing Benefit scheme (*FYE v Middlesbrough CC and GPZ v Sunderland CC* [2026] UKUT 157 (AAC)).

The law

The definition of exempt accommodation is in paragraph 4(10) of Schedule 3 to the Housing Benefit and Council Tax Benefit (Consequential Provisions) Regulations 2006. It means accommodation:

"provided by a non-metropolitan county council in England ..., a housing association, a registered charity or voluntary organisation where that body or a person acting on its behalf also provides the claimant with care, support or supervision"

The definition has three parts, and each must be met:

1. the landlord is one of the listed bodies (5.1)
2. that body provides the accommodation (5.3)
3. that body, or a person acting on its behalf, provides the claimant with care, support or supervision (5.2)

The test applies to the claimant's own accommodation, not to a building or scheme as a whole (*CH/1289/2007*).

5.1 Housing association, RP, registered charity, voluntary organisation, county council

Housing association. Regulation 2(1) of the Housing Benefit Regulations 2006 adopts the definition in section 1(1) of the Housing Associations Act 1985: a society, body of trustees or company that is established for the purpose of, or whose objects or powers include, providing, constructing, improving or managing housing, and that "does not trade for profit" or whose rules limit interest and dividends to a prescribed rate.

- A housing association **does not need to be a registered provider**. Unregistered housing associations can qualify (DWP guidance, para 98).

- Registration with the Regulator of Social Housing is not conclusive either way. In England, for-profit registered providers exist and cannot meet the definition (DWP guidance, para 97).
- The difference between registered and unregistered landlords matters for **subsidy**, not for whether the accommodation is exempt. Chapter 2 explains this.

Registered charity. A charity registered with the Charity Commission or the Scottish Charity Regulator. Charities that are exempt from registration in England and Wales can still be treated as registered charities (DWP guidance, para 100). In Scotland, all charities must register (para 101).

Voluntary organisation. Regulation 2(1) defines this as "a body, other than a public or local authority, the activities of which are carried on otherwise than for profit". It can include community interest companies (CICs) and community benefit societies (DWP guidance, para 103). Being a CIC does not guarantee that a body meets the definition, and the council must look at the evidence (para 108).

Non-metropolitan county council in England. These are upper-tier councils that do not administer Housing Benefit themselves (DWP guidance, para 93). They rarely act as landlords of supported housing.

The not-for-profit test. The leading decision is *Wirral BC v MF* (also known as *Wirral BC v Furlong*) [2013] UKUT 291 (AAC), [2014] AACR 12. It was decided by the Chamber President and is a reported decision. The Upper Tribunal held:

- The profit wording in the housing association and voluntary organisation definitions means the same thing, the "non-profit making condition" (para 36).
- The condition is about the **landlord itself**. It is "an obvious possibility, if not inevitable" that a provider will contract with property owners and service contractors who make a profit, and that alone cannot stop the provider qualifying (paras 41 to 44). A statement in the DWP guidance at the time, that the organisation's arrangements must make it impossible for anyone to profit, was "simply wrong" (para 44).
- Connected companies are separate legal entities. Where arrangements are bona fide and commercial, with no overcharging and no disguised profits, the contractors' profits are not the landlord's (paras 49 to 58).
- Making a surplus does not mean trading for profit. What matters is what the body can and does do with the surplus (para 64).
- Councils should start with the landlord's constitution and accounts, but may look at its actual activities (paras 66 to 76). Any concerns at that second stage should be clearly identified and particularised (paras 80 and 81).

SHP's position. The current DWP guidance still says that the way an organisation is set up "should prevent any person, organisation or body from making a profit from its operations or the sale of its assets" (para 104). Read alongside *Wirral BC v MF*, this can only mean the landlord and those who control it. It does not mean the landlord's contractors, lessors or partners. Where the guidance and the case law differ, the case law applies (Chapter 4).

The indicators in paragraph 105 of the guidance are a useful checklist: a formal constitution; registration with a relevant regulator; no dividends or profit taken from operations or from disposal of assets; no disguised payments to directors or others; and an asset lock.

5.2 Who is "acting on behalf of" the landlord: managing agents and support partners

Care, support or supervision from a third party. The landlord does not have to deliver the care, support or supervision itself. A support partner can provide it, but only if it provides it, or at least some of it, **on the landlord's behalf**.

- The landlord must either provide the care itself or have contracted for it to be provided on its behalf. Strict agency may not be needed, but the landlord must at least have engaged the provider to provide the care for it (R(H) 2/07, as summarised in CH/760/2008, para 12).
- In R(H) 2/07, a tripartite agreement between the property owner, the landlord and the support provider was a joint venture in which each party acted as principal. Clause wording saying the provider acted "on behalf of" the landlord was "wholly at variance with the reality of the situation". The council, not the landlord, paid the support provider and could replace it. Support was therefore not provided on the landlord's behalf.
- The words "or a person acting on its behalf" mean acting on the landlord's behalf **in providing the care, support or supervision** (R(H) 6/08).
- It is not enough that the support benefits the landlord or makes the scheme viable (R(H) 2/07).
- A person who supports the claimant independently, for example out of friendship or loyalty to the claimant, is not acting on the landlord's behalf (CH/760/2008).
- Where the landlord itself provides support, it need not be the main provider. Its support must be more than minimal (R(H) 7/07), and Chapter 8 covers that test.

This is why the **service level agreement** between the landlord and the support provider matters. It is good evidence of the relationship, but it is the reality of the relationship, not the label, that counts.

Managed properties are different. For the "managed properties" category of specified accommodation, care, support or supervision does not need to be provided by or on behalf of the landlord (DWP guidance, para 79). Where support is commissioned separately, for example by social care, the accommodation may not be exempt but may still be specified accommodation. Chapter 2 explains the categories.

Managing agents. A managing agent is not the landlord. The landlord cannot be "a managing agent or an organisation which only provides the care, support or supervision" (DWP guidance, para 90). Where a housing association or charity is only acting as managing agent for a profit-making owner, the accommodation cannot be specified accommodation (para 90).

The guidance

5.3 Lease-based models and the separation of owner, landlord and support provider

Who provides the accommodation. The accommodation is provided by "the owner or other person (e.g. a tenant) who, but for the grant to the claimant of the tenancy or licence, would have the right to possession", who can permit occupation and is entitled to the rent (*East Hertfordshire DC v KT* [2009] UKUT 12 (AAC), para 15). Organising or arranging for accommodation to be provided by someone else "does not amount to providing it" (para 17).

In *Chorley BC v IT* [2009] UKUT 107 (AAC), a housing association held the lease. The county council had nomination rights and shared financial risk, but it did not provide the accommodation because it had no proprietary interest or entitlement to the rent. The housing association, as leaseholder, provided it.

So a not-for-profit landlord that leases a property from an owner, and grants the tenancy, does provide the accommodation. The DWP guidance agrees: the landlord "can own the freehold of the property or lease it from another organisation/individual" (para 89).

What the DWP guidance says about leases. The guidance recognises the growth of lease-based schemes, often on long, full repairing and insuring leases with index-linked uplifts, and the governance and viability risks the Regulator of Social Housing has highlighted (paras 126 to 128). It says:

- the same rules apply to lease-based claims as to any other specified accommodation claim (para 129)
- councils can look at the relationship between the landlord and the property owner, to see whether it is commercial or whether the scheme may have been arranged to take advantage of Housing Benefit (para 130)
- where people with significant control of the landlord have an interest in the property, councils may ask how conflicts of interest are managed (para 131)
- where lease terms leave the landlord without the freedom to carry out a landlord's usual duties, such as setting its own rents, the landlord may be treated as a managing agent; if the owner is profit-making, the accommodation then cannot be specified accommodation (para 132)
- lease-based schemes operated with good governance and financial viability can be legitimate (para 133)

SHP's position. Lease-based supported housing can be legitimate when it is done properly. The legal questions are the ones the case law sets:

- **Is the landlord the provider?** Does it hold the interest in the property, grant the tenancy, collect the rent and carry out a landlord's functions (*East Hertfordshire DC v KT*; *Chorley BC v IT*)? Para 132 of the guidance applies this test: a landlord with no real control is in substance a managing agent.
- **Is the landlord not-for-profit?** Third parties making commercial profits through bona fide, arm's length arrangements do not stop it qualifying (*Wirral BC v MF*).
- **Was the liability created to take advantage of the scheme?** This is the contrivance test in regulation 9(1)(l), covered in Chapter 11. In *FYE v Middlesbrough CC and GPZ v Sunderland CC* [2026] UKUT 157 (AAC), the Upper Tribunal upheld a First-tier Tribunal finding that tenants' liabilities had been created to take advantage of the scheme. It confirmed that this involves findings of fact and evaluative judgment, and that evidence from council decision-makers was not required.

The warning signs in lease-based models are well known. They include rents driven by head lease costs rather than local rent levels; long, inflexible leases that pass all the risk to the provider; no funding plan other than Housing Benefit; providers kept solvent by loans or "donations" from the owner; and the same people controlling, funding and profiting from several linked entities (SHP, The End of the Property-Led Exempt Accommodation Contrivance). These signs are a reason for proportionate enquiry, not a finding in themselves. A scheme should not be refused simply because it is funded only by Housing Benefit.

Good practice

For councils:

- Verify the landlord's status **once, at scheme level**, and review it periodically or when something changes. Don't ask for the same documents with every claim.
- Check the public registers first: the Regulator of Social Housing, the Charity Commission, OSCR, Companies House and the FCA mutuals register (DWP guidance, paras 97, 99, 104 and 112).
- Apply the not-for-profit test to the landlord, as *Wirral BC v MF* requires. Don't refuse because a lessor or contractor makes a profit.
- Where there are concerns, identify and particularise them, and give the landlord a chance to respond.

- Keep the three parts of the definition separate in decision letters: landlord type, provision of the accommodation, and care, support or supervision.

For providers:

- Be ready to show your constitution, asset lock and latest accounts, and explain any connected parties.
- Keep leases, management agreements and support agreements consistent with how the scheme really works.
- If support is provided by a partner, have a written agreement under which **you** engage the partner to provide it on your behalf, with clear responsibilities, monitoring and payment.
- Make sure your lease leaves you in control of rent setting, lettings, tenancy management and the support offer.
- Declare conflicts of interest and explain how they are managed.

Evidence

What is reasonable to request, and when, depends on the landlord's status and the model. Chapter 13 covers scheme-level evidence in detail.

Question	Reasonable evidence	Usually provided
Is the landlord a qualifying body?	Register entry; constitution or articles; for unregistered landlords, a summary of accounts	Once per scheme, then reviewed
Is it not-for-profit?	Constitution and asset lock; latest accounts; details of related parties and payments to directors	Once, then annually or on change
Does it provide the accommodation?	Head lease or title; tenancy or licence agreement	Lease once; tenancy per claim
Does it control the scheme?	Lease terms on rent setting, lettings, repairs and termination; management agreement	Once per scheme
Is third-party support on its behalf?	Service level agreement or contract; payment arrangements; monitoring records	Once per scheme, then reviewed
Are conflicts managed?	Statement of people with significant control and their interests; conflicts policy	Once, then on change

Requests should be **proportionate**. A registered charity or registered provider with published accounts and an asset lock should not need to prove its status repeatedly. More enquiry is justified where the landlord is newly formed, unregistered, closely linked to the property owner, or growing quickly through leased properties.

Finding common ground

Separate status from scheme. Most landlord questions can be settled once, at scheme level. Once agreed, both sides can focus on individual claims.

Use the same tests. Case law provides clear tests for who provides the accommodation, the not-for-profit condition, and support on the landlord's behalf. Agreeing these at the outset avoids disputes about labels.

Be open about structures. Providers that explain their structure, connected parties, and lease terms up front make it easier for councils to decide. Councils that set out exactly what concerns them, and why, make it easier for providers to respond.

Key cases and cross-references

Case	Point	Chapter
<i>Wirral BC v MF</i> [2013] UKUT 291 (AAC), [2014] AACR 12	The not-for-profit test applies to the landlord; bona fide commercial arrangements with third parties do not defeat it	5
<i>East Hertfordshire DC v KT</i> [2009] UKUT 12 (AAC) (CH/2726/2008)	Accommodation is provided by whoever has the right to possession and the rent; arranging is not providing	5
<i>Chorley BC v IT</i> [2009] UKUT 107 (AAC)	A leaseholder landlord provides the accommodation; a nominating council does not	5, 6, 7
R(H) 2/07 (CH/423/2006)	Third-party support must be engaged by the landlord; joint ventures are not enough	5, 6
R(H) 6/08	"Acting on its behalf" means acting on its behalf in providing the care, support or supervision	5
R(H) 7/07	A landlord providing support need not be the main provider, but its support must be more than minimal	5, 8
CH/760/2008	Support given independently of the landlord is not on its behalf	5
CH/1289/2007	The test applies to the claimant's accommodation, not the whole building	5, 8
<i>FYE v Middlesbrough CC and GPZ v Sunderland CC</i> [2026] UKUT 157 (AAC)	Lease-based scheme: liabilities created to take advantage of the scheme	5, 11

- **Related chapters:** Chapter 2 (statutory framework and subsidy); Chapter 3 (DWP guidance); Chapter 8 ("more than minimal"); Chapter 11 (contrivance); Chapter 13 (scheme-level evidence)
- **Appendices:** Appendix 1 (table of cases)

Sources

- Schedule 3 to SI 2006/217: <https://www.legislation.gov.uk/uksi/2006/217/schedule/3>
- Housing Benefit Regulations 2006: <https://www.legislation.gov.uk/uksi/2006/213>

- Housing Associations Act 1985, section 1: <https://www.legislation.gov.uk/ukpga/1985/69/section/1>
- DWP guidance for supported housing claims:
<https://www.gov.uk/government/publications/housing-benefit-guidance-for-supported-housing-claims/housing-benefit-guidance-for-supported-housing-claims>
- *Wirral BC v MF* [2014] AACR 12:
<https://administrativeappeals.decisions.tribunals.gov.uk/judgmentfiles/j3850/%5B2014%5D%20AACR%2012bv.doc>
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- *Chorley BC v IT* [2009] UKUT 107 (AAC):
<https://www.casemine.com/judgement/uk/5a8ff7e460d03e7f57eb2a62>
- R(H) 2/07 digest: https://uksupportedhousing.com/knowledgebank/rh-2_07/
- CH/760/2008 summary: <https://www.mrassociates.org/knowledge-base/case-law/ch-760-2008>
- *FYE v Middlesbrough CC and GPZ v Sunderland CC* [2026] UKUT 157 (AAC):
<https://www.gov.uk/administrative-appeals-tribunal-decisions/fye-v-middlesborough-city-council-and-gpz-v-sunderland-city-council-hb-2026-ukut-157-aac>
- SHP, The End of the Property-Led Exempt Accommodation Contrivance:
<https://supportedhousing.blog/2026/04/24/the-end-of-the-property-led-exempt-accommodation-contrivance/>

6. Care, Support or Supervision (CSS): Meaning

In brief

- "Care, support or supervision" is not defined in the regulations. The words have their ordinary meaning, and the case law has settled what that meaning is in the exempt accommodation context.
- **Support** means "the giving of advice and assistance to a claimant in coping with the practicalities of his life, and in particular his occupation of the property" (*Chorley BC v IT* [2009] UKUT 107 (AAC), [2010] AACR 2, para 71(7)). It is not limited to counselling, advising or encouraging.
- Support must be **more than, or different from, ordinary property management**. Doing what any prudent landlord would do is not support (R(H) 4/09, para 25). The comparison is with general needs social housing (*Chorley BC v IT*, para 71(1)).
- **Repairs, works and safety checks** can be support where tenants' needs make them materially more demanding, or where the landlord goes beyond its obligations because of those needs (*Chorley BC v IT*; *Chorley BC v EM* [2009] UKUT 108 (AAC)).
- **Supervision** can be precautionary and anticipatory, and need never result in intervention (R(A) 2/75).
- **Care and supervision** must actually be provided. Making **support** available can itself be support, depending on what it is and how it is offered (CH/779/2007; R(H) 4/09). SHP's position is that an organised on-call or staff availability service is **supervision**, provided continuously, not merely available.
- Whether an activity counts as CSS for exempt status, and whether its cost is eligible for Housing Benefit, are **separate questions** (*Allerdale BC v JD and Others* [2019] UKUT 304 (AAC)).

The law

6.1 Ordinary meaning, as shaped by case law

The definition of exempt accommodation requires the landlord, or a person acting on its behalf, to provide the claimant with "care, support or supervision" (Schedule 3, para 4(10), SI 2006/217). The regulations do not define the phrase. It takes its ordinary meaning, read in the context of supported accommodation, and the DWP guidance accepts that approach (para 136).

The early decisions describe supported accommodation as accommodation "in which a measure of care, support or supervision is provided to assist the occupants to cope with the practicalities of day-to-day living" (R(H) 2/07, para 2). The later case law built on that, and the meaning of each word is now well settled:

Word	Meaning in the case law	Leading authority
Care	Not defined in the HB case law. It takes its ordinary meaning. It must actually be provided, not just available.	CH/779/2007 (interim)
Support	Advice and assistance in coping with the practicalities of life, in particular occupation of the property. More than ordinary property management.	<i>Chorley BC v IT</i> , para 71(7); R(H) 4/09, paras 23, 25 and 232

Word	Meaning in the case law	Leading authority
Supervision	Oversight to prevent harm or danger. It can be precautionary and anticipatory. It must actually be provided.	R(A) 2/75; R(A) 1/88; CH/779/2007 (interim)

One test, three words. The definition is satisfied if the landlord provides any one of the three. A scheme does not need to show all three. In practice, most exempt accommodation claims rely on support, and many rely on supervision as well.

The context limits the meaning. Support is support "in the practicalities of every-day living and not more particular forms of support, for example educational support" (R(H) 4/09, para 23). But it is not limited to support given by the landlord "in his capacity as landlord" (para 23). More general forms of help can count where they help the claimant with every-day living (para 24).

Continuity. The words "provides ... support" imply a degree of continuity. Work done to set up the scheme, such as assembling information for the first Housing Benefit claims, is not support (R(H) 4/09, para 26; *Chorley BC v IT*, para 86; *Chorley BC v EM*, para 116).

6.2 Support as help with "the practicalities of life", especially living in the accommodation

The leading statement is Judge Turnbull's in *Chorley BC v IT*:

"The word 'support', in the context of the definition of exempt accommodation, in my judgment connotes the giving of advice and assistance to a claimant in coping with the practicalities of his life, and in particular his occupation of the property." (para 71(7))

Support "is not confined to 'counselling, advising, encouraging etc the claimant'" (para 71(7)). It includes practical help, such as arranging for work to be done for a claimant who cannot do it themselves.

The comparator. Whether a landlord's activity goes beyond ordinary housing management is judged against what is involved in managing **general needs social housing** (para 71(1)). It is not judged against what another supported housing provider does, or against what the claimant might need in a care setting.

What is not support. The case law identifies some things that do not count:

- doing what "any prudent landlord would do in the management of its property", however beneficial to the tenant (R(H) 4/09, para 25)
- meeting repairing obligations as such, without more (*Chorley BC v IT*, para 71(2))
- setting up the scheme (R(H) 4/09, para 26)
- scrutinising another body's care or support arrangements in order to recommend improvements (R(H) 4/09, para 232)
- ordinary help with Housing Benefit matters that are peculiarly within the landlord's knowledge (*Chorley BC v IT*, para 90). As Chapter 3 explains (3.4.4), this is housing management. It is eligible, but a scheme cannot rely on it alone to be exempt.

6.3 Repairs, works and inspections as support

Chorley BC v IT sets out when repairs and maintenance can be support (para 71):

- carrying out repairs will not generally be support if the landlord is only meeting its repairing obligations (71(2))

- if tenants' needs make those obligations **materially more burdensome** than usual, the greater burden "may be capable of amounting to the provision of support" (71(4))
- if the landlord voluntarily goes **beyond its obligations**, for example by routinely repairing damage caused by the tenant, or carrying out works in a way designed to take account of the tenant's needs, that "is capable of amounting to the provision of support" (71(5))
- it does not matter that the landlord is paid for the work through the rent (71(6))
- whether the support is more than minimal depends on "the likely nature, extent and frequency of those works" and "the extent of support available to the claimant from elsewhere" (71(10))

On the facts, a landlord that repaired damage caused by tenants' disabilities, which a general needs landlord would not tolerate, "would be providing support" (paras 75 and 76).

Chorley BC v EM applied the same approach and found the accommodation exempt:

- arranging work that the landlord was not responsible for, using its contacts and expertise, could be support (paras 125 to 128)
- arranging work for times when tenants were out, to reduce their anxiety, was support, because it involved extra effort beyond what tenants without those needs would require (paras 125 to 128)
- safety inspections that only met contractual or statutory duties were not support. Checks that went beyond those duties, on the safety of the premises in use by people with the tenants' needs, could be (paras 146 to 155)
- property visits and review checks could be support, because they gave the landlord the chance to consider solutions to problems with the condition or use of the property (para 181)

Frequency matters. In *Chorley BC v EM*, inspections that took place only once a year did not amount to much (para 155). The same activity done regularly, because of tenants' needs, can make a real difference. Chapter 8 covers the "more than minimal" test.

6.4 Making services available as support

In the interim decision in CH/779/2007 (17 August 2007), reported as R(H) 6/08, the Commissioner said:

"In the case of 'care' and 'supervision', it seems to me clear that they must actually be provided by the landlord. It is not enough that they are available should the tenant wish to call for them. In the case of 'support', however, it may be that the making available of certain types of service itself amounts to the provision of 'support'."

The final decision, reported as R(H) 4/09, confirmed that whether making a service available is support cannot be answered in the abstract. It depends on "the precise nature of the support" and "the manner in which it is made available" (para 22).

Availability counts only where there is "a real prospect that the tenant will need it on something more than a very occasional basis" (*DW v Oxford CC* [2012] UKUT 52 (AAC), para 79). The DWP guidance takes the same approach: care, support or supervision "only needs to be available and likely to be needed and beneficial" (para 153).

What this means. A support offer that is actively made, explained to the tenant, and readily accessible can be support even in weeks when the tenant does not use it. A service that exists only on paper, or that tenants do not know about, is not.

6.5 Supervision, whether precautionary, anticipatory or passive

The HB case law draws on attendance allowance decisions for the meaning of supervision. They are persuasive, not binding, in the HB context (Chapter 4).

Supervision can be provided "to avoid substantial danger which may or may not in fact arise; so supervision may be precautionary and anticipatory, yet never result in intervention, or may be ancillary to and part of active assistance given on specific occasions to the claimant." (R(A) 2/75)

Supervision involves being "present on guard" (R(A) 1/88). Being able to summon help from someone in another room or a nearby building might not be enough, on its own, to amount to supervision (R(A) 1/88).

SHP's position. In supported housing, supervision means oversight of tenants' safety and wellbeing to prevent harm. It includes monitoring risks such as fire, self-neglect, hoarding and exploitation, and stepping in early to prevent a tenancy breaking down. Supervision does not stop counting because nothing goes wrong. That is often the sign that it is working. Supervision must actually be provided, and an organised on-call service must be in place: staff are on duty, monitoring, and ready to respond, whether or not a call comes. That is supervision, which the definition of exempt accommodation lists in its own right.

The attendance allowance decisions concern a stricter statutory test: "continual supervision throughout the day in order to avoid substantial danger". The exempt accommodation definition has no such qualification. R(A) 1/88 should therefore not be read across as excluding on-call arrangements from supervision in the Housing Benefit context.

6.6 Staff availability and reactive intervention

The case law gives a clear framework for staff availability:

- **Care and supervision** must actually be provided. Staff who are only available if called do not provide care or supervision (CH/779/2007, interim decision).
- **Support** can be provided by making help available, depending on what it is and how it is offered (R(H) 4/09, para 22).
- **On-call and staff availability.** SHP's position is that an organised on-call service, or staff based on site or nearby and ready to respond, is **supervision**. It is oversight that is actually provided, continuously, to prevent harm, even when no call is made (R(A) 2/75). It is not a service that is merely "available should the tenant wish to call" (CH/779/2007). Where a distinction between support and supervision matters, on-call belongs with supervision. In most cases it does not matter, because the definition is met by care, support **or** supervision.
- **Need.** The tenants must have a real prospect of needing the on-call service more than very occasionally (DW v Oxford CC, para 79). Records of call-outs and interventions are the best evidence of that.

Reactive intervention. When something goes wrong, such as a crisis, a dispute between tenants, a safeguarding concern or a risk to the tenancy, the landlord's response is support. A landlord that can show a pattern of such responses, and the tenants' needs that give rise to them, has strong evidence of support. Chapter 15 covers how to record it.

The guidance

The DWP guidance accepts that care, support or supervision should be given its ordinary meaning (para 136). It gives examples, and says there is "no set number of hours" for CSS to be sufficient (para 151).

The guidance tends to treat care, support or supervision as a single category of service that is always ineligible for Housing Benefit. As Chapter 3 explains (3.3 and 3.4.1), the case law does not take that view. Whether an activity is CSS for exempt status, and whether its cost is eligible, are separate questions (*Allerdale*). Intensive housing management and maintenance, provided because of tenants' needs and beyond what a general needs landlord would do, can be support and supervision in their own right. Chapter 7 covers this.

Good practice

For councils:

- Ask what the landlord actually does, and how that differs from general needs social housing. Don't start from a list of activities that "count" or "don't count".
- Consider care, support and supervision separately. A scheme needs only one of the three.
- Don't refuse because support is housing-related or practical. The case law is clear that practical help with living in the accommodation is support.
- Don't treat support as absent because a tenant did not use it in a given week, where it was genuinely offered and available.

For providers:

- Describe what you do in terms of the tests: the practicalities of life and occupation of the property; what goes beyond general needs management; and why the tenants need it.
- Be specific. "Housing-related support" is a label. "Weekly property and welfare visits, because tenants have a history of self-neglect and fire risk" is evidence.
- Don't rely on set-up work or ordinary help with Housing Benefit claims as support.
- Make sure the support offer is real: tenants know about it, can use it, and staff record it.

Evidence

6.7 Tenancy sustainment, safety checks and structured visits

MMcF v Sefton BC [2016] UKUT 403 (AAC) (CH/1286/2016) shows how the tests apply to everyday tenancy sustainment work. The landlord's support officer handled maintenance, health and safety, and fire risks. The Upper Tribunal set aside the First-tier Tribunal's decision and sent the case back. It said the new tribunal should assess which aspects of the support went further than usual social housing practice, and how they met the claimant's needs.

The judge identified the evidence likely to need examining (paras 14 and 15):

- the terms of the tenancy agreement
- the needs of the tenant
- what services are actually provided
- whether those services are likely to make a real difference to the tenant's ability to live in the property

These are evidential considerations, not additional legal tests. The decision also confirms that:

- the landlord need not be the main provider of care, and need not provide it under a contractual obligation (para 12)
- support is not "provided" unless there is in fact some need for it (para 12)

- where another body has a duty to provide care, that is relevant to how much the landlord's own contribution adds (paras 12 to 15)

Reasonable evidence of CSS will usually include:

What	Why
A description of the services, scheme by scheme	Shows what is provided and how it differs from general needs management
Tenants' needs assessments and support plans	Shows why the services are needed
Records of visits, checks and interventions	Shows the services are actually provided, and how often
Staff rotas, on-call arrangements and call-out logs	Shows supervision is actually provided, and that tenants need it
Any service level or management agreement	Shows who provides what, and on whose behalf (Chapter 5)

Chapter 15 covers how much evidence is reasonable, and when.

Finding common ground

Agree the meaning first. The meaning of care, support and supervision is settled. Disputes are usually about whether a scheme's activities meet that meaning, not about what it is. Starting from the case law definitions focuses the discussion on the facts.

Use the general needs comparator. The question is always: what does this landlord do that a general needs social landlord would not do, and why? Both sides can usually agree what general needs management involves, and that gives a fair benchmark.

Look at the whole picture. Individual activities that seem small on their own can together make a real difference to a tenant's ability to live in the accommodation. Equally, a long list of activities does not help if most are ordinary housing management. Councils and providers should view the services as a whole against tenants' needs.

Key cases and cross-references

Case	Point	Chapter
R(H) 2/07 (CH/423/2006)	Supported accommodation helps occupants cope with the practicalities of day-to-day living	5, 6
<i>Chorley BC v IT</i> [2009] UKUT 107 (AAC), [2010] AACR 2 (CH/150/2007)	Meaning of support; when repairs and maintenance are support; help with HB claims	5, 6, 7
<i>Chorley BC v EM</i> [2009] UKUT 108 (AAC) (CH/4432/2006)	Arranging works, inspections and property visits as support	6, 7
R(H) 6/08 (CH/779/2007, interim decision)	Care and supervision must actually be provided; making support available can be support	6
R(H) 4/09 (CH/779/2007 and others)	Support in the practicalities of everyday living; prudent landlord test; continuity	6, 7

Case	Point	Chapter
R(A) 2/75	Supervision can be precautionary and anticipatory	6
R(A) 1/88	Supervision means being "present on guard"	6
MMcF v Sefton BC [2016] UKUT 403 (AAC) (CH/1286/2016)	What goes beyond usual social housing practice; evidence to examine	6, 8
Allerdale BC v JD and Others [2019] UKUT 304 (AAC)	CSS status and eligibility are separate questions	3, 7, 9

- **Related chapters:** Chapter 3 (DWP guidance, 3.4); Chapter 5 (support on the landlord's behalf); Chapter 7 (intensive housing management); Chapter 8 ("more than minimal"); Chapter 15 (evidencing CSS)
- **Appendices:** Appendix 1 (table of cases)

Sources

- Schedule 3 to SI 2006/217: <https://www.legislation.gov.uk/uksi/2006/217/schedule/3>
- DWP guidance for supported housing claims: <https://www.gov.uk/government/publications/housing-benefit-guidance-for-supported-housing-claims/housing-benefit-guidance-for-supported-housing-claims>
- R(H) 2/07: [https://administrativeappeals.decisions.tribunals.gov.uk/judgmentfiles/j1988/R\(H\)_2-07_bvam.doc](https://administrativeappeals.decisions.tribunals.gov.uk/judgmentfiles/j1988/R(H)_2-07_bvam.doc)
- Chorley BC v IT summary: <https://www.mrassociates.org/knowledge-base/case-law/chorley-bc-v-it-2009-ukut-107-aac-2010-aacr-2-ch-150-2007-final-decision>
- Chorley BC v EM summary: <https://www.mrassociates.org/knowledge-base/case-law/chorley-bc-v-em-2009-ukut-108-aac-ch-4432-2006-and-others-final-decision>
- 2010 Administrative Appeals Chamber Reports index: <https://adminappeals.reports.tribunals.gov.uk/adminAppealsChamberReports2010.htm>
- R(H) 4/09: https://hbinfo.org/wp-content/uploads/r_h_4_09.rtf
- CH/779/2007 and supervision: <https://www.mrassociates.org/knowledge-base/specified-accommodation/care-support-and-supervision/what-exactly-is-supervision>
- MMcF v Sefton BC [2016] UKUT 403 (AAC): https://assets.publishing.service.gov.uk/media/57ed1a89e5274a0eb7000014/CH_1286_2016-00.pdf
- SHP, Intensive Housing Management and Maintenance are Support, Supervision and Sufficient: <https://supportedhousing.blog/2026/05/12/intensive-housing-management-and-maintenance-are-support-supervision-and-sufficient/>

7. Intensive Housing Management (IHM) and Maintenance

In brief

- "Intensive housing management" is not a legal term. It describes the housing management that supported housing landlords carry out, often with greater intensity, beyond the duties of a general needs landlord (DWP guidance, para 189).
- IHM raises **three separate questions**, and each has its own legal test:
 1. **Exempt status.** Does it amount to care, support or supervision, more than minimally? (Chapters 6 and 8)
 2. **Eligibility.** Is its cost an eligible service charge, or is it "general counselling or other support services" and ineligible? (Schedule 1, HB Regulations 2006)
 3. **Reasonableness.** Is the charge reasonable? (Chapters 9 and 10)
- There is **no automatic link** between the first two questions. An eligible service can count towards exempt status, and the exclusion of an ineligible charge does not decide exempt status (*Allerdale BC v JD and Others* [2019] UKUT 304 (AAC), paras 12 and 30).
- What housing management involves "will differ according to the attributes and needs of those being housed" (*Allerdale*, para 25).
- The label does not decide anything. What matters is what the landlord actually does (*DW v Oxford CC* [2012] UKUT 52 (AAC)).
- **SHP's position:** intensive housing management and maintenance, provided because of tenants' needs, can be support and supervision in their own right, and can be sufficient on their own for the accommodation to be exempt.

The law

7.1 The difference between IHM, ordinary housing management and CSS

	Ordinary housing management	Intensive housing management and maintenance	Care, support or supervision (CSS)
What it is	What any prudent landlord does to manage its property and tenancies	Housing management and maintenance carried out with greater intensity, or in a different way, because of the tenants' needs	Advice and assistance with the practicalities of life; oversight to prevent harm; care
Counts towards exempt status?	No (R(H) 4/09, para 25)	Yes, where it goes beyond general needs social housing management (<i>Chorley BC v IT</i> , para 71; DWP guidance, para 155)	Yes

	Ordinary housing management	Intensive housing management and maintenance	Care, support or supervision (CSS)
Eligible for HB?	Yes	Yes, including housing-related support and supervision that bear on the accommodation and the tenant's occupation of it. No, where it is care, counselling or personal support to the tenant (<i>Allerdale</i>)	Care, counselling and personal support are ineligible (Schedule 1). SHP's view is that housing-related support and supervision are eligible

IHM sits between the other two columns. It is housing management, so it is usually eligible. And it goes beyond what a general needs landlord does, so it can be support or supervision for the exempt accommodation test.

Repairs and maintenance. *Chorley BC v IT* is the leading authority on when repairs and maintenance are support (para 71). They are not support where the landlord is only meeting its obligations. They can be where tenants' needs make those obligations materially more burdensome, or where the landlord goes beyond them because of those needs. Chapter 6 (6.3) covers this in detail.

7.2 IHM is neither automatically support nor automatically excluded: *Allerdale*

Allerdale BC v JD and Others [2019] UKUT 304 (AAC) was decided by Judge Ward on 8 October 2019. The landlord, Inclusion Housing CIC, housed people with learning disabilities. The council treated part of its Enhanced Housing Management Charge as an ineligible support service.

No automatic link. The Upper Tribunal held:

- It is "conceptually possible for something to constitute 'exempt accommodation' whether or not payments include service charges and, if they do, whether the service charges are eligible, partly eligible, or ineligible" (para 12).
- The two provisions have "fundamentally different purposes". "Care, support or supervision" and "general counselling or other support services" are different phrases, and the word "support" "takes its colour from the phrases of which it forms part" (para 30).
- It is not appropriate to link services that escape exclusion with loss of exempt status. Each "needs to be examined on the evidence" (para 30).

Where the line on eligibility falls: SHP's position. SHP reads *Allerdale* as drawing the eligibility line between two kinds of activity:

- **Housing management, including housing-related support and supervision: eligible.** This is what the landlord does to manage the accommodation, its services and the tenant's occupation of it. It includes tenancy sustainment, enhanced repairs, property and welfare checks, dispute intervention, help with Housing Benefit, and on-call cover. It remains housing management and stays eligible when it is more intensive because of the tenants' needs.
- **Care, counselling and personal support to the person: ineligible.** This includes personal care, counselling and emotional support, life skills, help with benefits other than Housing Benefit, training, education and employment support, medication reminders and family liaison. It falls within "general counselling or other support services" (Schedule 1, para 1(f)).

Why SHP takes that view. The Upper Tribunal held that what housing management involves "will differ according to the attributes and needs of those being housed" (para 25), and judged the disputed items against that particular tenant group (para 31(a)). Rent collection, arrears and liaison with appointees were "a proper part of housing management", and help with Housing Benefit "a normal part of housing management" (para 31). Housing management is therefore measured against the people being housed, not against a general needs tenancy. That is consistent with SHP's published view that "care" and "personal support" cannot be funded by Housing Benefit, while housing-related support and supervision bearing on the accommodation can (supportedhousing.blog; supportedhousing.blog).

The 2003 history. The Upper Tribunal explained that from April 2000 to April 2003 a transitional scheme made some general counselling and other support eligible, including help to keep the home safe and secure and to comply with the tenancy, and that this eligibility ended in 2003 (paras 18 to 27). SHP reads that history as concerned with counselling and support services provided to the tenant as a person, the kind of service then moved to Supporting People funding. It did not turn the landlord's own housing management, delivered more intensively because of the tenants' needs, into an ineligible support service. Section 7.5 sets out the practical test.

How the Upper Tribunal decided the disputed items. The parties agreed most of the charge. Of the three items left (para 31):

Service	Decision
Rent collection, including chasing arrears and liaising with appointees	Eligible. "A proper part of housing management", not a support service
Advice and help with Housing Benefit claims and other correspondence	Mostly eligible. Help with Housing Benefit "is a normal part of housing management". Broader work to meet the tenant group's particular needs was ineligible. Split 3% eligible, 2% ineligible
Links with local mental health and disability networks and forums	Mostly ineligible. "Primarily a support service". Split 1% eligible, 4% ineligible

Overheads and voids. Where part of a charge is ineligible, the management and voids mark-ups applied to that part are ineligible too, pro rata (paras 37 and 38, following *Carlisle City Council v SC* [2011] UKUT 480 (AAC)). This matches SHP's position in Chapter 3 (3.4.3) that overheads take their character from the service they support.

What Allerdale did not decide. The Upper Tribunal did not decide whether the scheme was exempt accommodation and stayed "neutral" on that question (para 30). It is authority on eligibility and on the separation of the two questions. It is not authority that IHM cannot make accommodation exempt.

7.3 Housing management is judged against the tenant group

"It is accepted by both parties that what is involved in housing management will differ according to the attributes and needs of those being housed" (*Allerdale*, para 25, citing CIS/1460/95). The Upper Tribunal applied that principle in deciding the disputed items: "The proposition that what constitutes housing management has to be looked at in the context of the particular cohort of residents tends to increase the eligible proportion" (para 31(a)).

For the **eligibility** question, then, the question is what housing management involves **for this tenant group**. Rent collection that takes more time because tenants need help managing money, or more frequent repairs because of tenants' needs, remain housing management.

For the **exempt status** question, the comparison is with **general needs social housing** (*Chorley BC v IT*, para 71(1)). The extra housing management that this tenant group needs, compared with general needs tenants, is what can make it support or supervision.

The two tests fit together. The same activity can be housing management for this tenant group, and so eligible, and also go beyond general needs management, and so count towards exempt status.

7.4 Label against substance: IHM that falls short of "more than minimal"

DW v Oxford CC [2012] UKUT 52 (AAC) (CH/1344/2011) is the leading example of IHM that fell short. The landlord had agreed to provide support services and employed a part-time tenant support officer. The Upper Tribunal set aside the tribunal's decision as wrong in law, but substituted its own decision that the support was not more than minimal.

The decision makes three points that matter for IHM:

- **What the landlord actually did.** "It cannot in my judgment be enough that the landlord is prepared to provide the support, i.e that it is available to the tenant", unless "there is a real prospect that the tenant will need it on something more than a very occasional basis". That question is difficult to answer "without having close regard to what the landlord has actually done" (para 79).
- **Tenant disputes.** As a general rule, dealing with disputes between tenants is ordinary housing management. But where tenants' needs make them more likely to be involved in, or more susceptible to, anti-social behaviour, the landlord's readiness to intervene "would qualify as 'support'" (para 53).
- **Different outcomes.** Landlords offering similar services can get different outcomes, depending on evidence of what each actually does and how often (para 78).

A scheme can call its service "intensive housing management", "enhanced housing management" or "tenancy sustainment". None of those labels decides the question. The evidence of what is done, for whom and why, does.

The guidance

The DWP guidance deals with IHM at paragraphs 155 and 189 to 193:

- Housing management that goes beyond the normal responsibilities of a general needs social landlord "could be considered support" (para 155). This is consistent with *Chorley BC v IT*.
- IHM charges "should be scrutinised to ensure they do not cover ineligible charges" (para 189). That is consistent with *Allerdale*, provided that housing-related support and supervision delivered as housing management are recognised as eligible (7.5).
- Councils should ask for a breakdown of IHM charges and deduct any ineligible or duplicate charges (para 190). This is good practice.
- But paragraph 190 also says: "Where charges relate to services which contribute to the accommodation satisfying the care, support or supervision requirement to be specified accommodation, they must be ineligible."

SHP's position on paragraph 190. That last sentence creates the automatic link that *Allerdale* rejected (para 30). Whether a service is ineligible depends on whether it is "general counselling or other support services" under Schedule 1, judged on the evidence. It does not depend on whether the service also counts towards exempt status. Where an IHM service is housing management for this tenant group, it is eligible, even if it is also the support or supervision that makes the accommodation exempt. Where the guidance and the case law differ, the case law applies (Chapters 3 and 4).

Good practice

7.5 IHM and maintenance alone can be sufficient: SHP's position

SHP's position. Intensive housing management and maintenance, provided because of tenants' needs and beyond what a general needs social landlord would do, are support and supervision. Where they are more than minimal, they are sufficient on their own for the accommodation to be exempt. The provider does not need to show additional, separately funded support that is ineligible for Housing Benefit.

Why. Four points from the case law support this:

1. The definition is met by care, support **or** supervision. Nothing in it requires the support to be of a kind that is ineligible for Housing Benefit (Schedule 3, para 4(10)).
2. Housing management and maintenance that go beyond general needs management because of tenants' needs can be support (*Chorley BC v IT*, para 71; *Chorley BC v EM*; DWP guidance, para 155).
3. There is no automatic link between eligibility and exempt status, so an eligible service can be the support that makes accommodation exempt (*Allerdale*, paras 12 and 30).
4. Whether it is more than minimal depends on the evidence of what is done, how often, and the difference it makes (*Bristol CC v AW* [2009] UKUT 109 (AAC); *DW v Oxford CC*). Chapter 8 covers this.

Where the line falls. Drawing on *Allerdale*, a practical test is:

- **Is the landlord managing the tenancy or the property?** For example: collecting rent and dealing with arrears; repairs and maintenance; property safety checks; dealing with nuisance and disputes; lettings and voids; help with Housing Benefit. If so, it is housing management, adjusted for this tenant group, and **eligible**. This includes housing-related support and supervision, such as tenancy sustainment, enhanced repairs, welfare and property checks, and on-call cover.
- **Or is the landlord providing care or personal support to the person?** For example: personal care; counselling and emotional support; life skills; budgeting and help with other benefits and general correspondence; training, education and employment; health and wellbeing work; medication reminders; family liaison; participation in external networks. If so, it is **ineligible**.

Both kinds of activity can count towards exempt status. Only the first is eligible for Housing Benefit.

For councils:

- Ask for a breakdown of IHM charges by activity, with the staff time spent on each.
- Decide eligibility activity by activity, using the *Allerdale* approach. Don't disallow the whole charge because it is called "intensive" or because it helps make the accommodation exempt.
- Judge housing management against the needs of this tenant group.
- Where an apportionment is needed, use a reasonable broad-brush approach where the evidence allows, as the Upper Tribunal did in *Allerdale*.

For providers:

- Break IHM down into activities, and show the staff time spent on each.
- Separate housing management, including housing-related support and supervision, from care, counselling and personal support to the person. Fund the latter from another source, or accept that it is ineligible.
- Don't use IHM as an umbrella for everything. A charge that mixes eligible and ineligible services invites apportionment, and the mark-ups on the ineligible part will be lost too.

- Be able to show why the tenants need the extra housing management, and what difference it makes.

Evidence

Reasonable evidence for IHM and maintenance will usually include:

Evidence	Purpose
An IHM breakdown: each activity, how often, by whom, and the staff time	Shows what the charge covers, and allows eligibility to be decided activity by activity
A comparison with general needs management	Shows what is extra, and why, for the exempt status test
A description of the tenant group's needs	Shows why the extra housing management is needed (<i>Allerdale</i> , para 25)
Repairs and maintenance records	Shows frequency and cause of repairs, especially damage linked to tenants' needs
Visit, inspection and intervention logs	Shows what is actually done (<i>DW v Oxford</i> , para 79)
The basis for apportioning overheads and voids	Shows how mark-ups are applied to eligible and ineligible elements

Chapter 13 covers scheme-level evidence and rent build-ups. Chapter 15 covers evidence of CSS, IHM and maintenance in more detail. Appendix 8 provides a template for the IHM breakdown.

Finding common ground

Agree the breakdown first. In *Allerdale*, the parties agreed the treatment of 85% of the charge between themselves, and the Upper Tribunal only had to decide three small items (para 31). That is a good model. Most IHM disputes can be narrowed to a few activities once there is a clear breakdown.

Keep the questions separate. Agree whether the accommodation is exempt, which services are eligible, and whether the charge is reasonable, as three separate discussions. Mixing them is the most common source of confusion about IHM.

Use the same practical test. Is the landlord managing the tenancy or the property, or providing care or personal support to the person? Councils and providers can usually agree on most activities using that test.

Key cases and cross-references

Case	Point	Chapter
<i>Allerdale BC v JD and Others</i> [2019] UKUT 304 (AAC)	No automatic link between eligibility and exempt status; housing management judged against the tenant group; eligibility of IHM items; apportionment and mark-ups	3, 7, 9
<i>Chorley BC v IT</i> [2009] UKUT 107 (AAC), [2010] AACR 2	When repairs and maintenance are support; general needs comparator	6, 7
<i>Chorley BC v EM</i> [2009] UKUT 108 (AAC)	Arranging works, inspections and visits as support	6, 7

Case	Point	Chapter
R(H) 4/09	Ordinary property management is not support	6, 7
DW v Oxford CC [2012] UKUT 52 (AAC) (CH/1344/2011)	What the landlord actually does; availability and real prospect of need; tenant disputes	6, 7, 8
Carlisle City Council v SC [2011] UKUT 480 (AAC)	Mark-ups on ineligible charges are ineligible pro rata	7, 9
Bristol CC v AW [2009] UKUT 109 (AAC)	The "real difference" test	7, 8

- **Related chapters:** Chapter 3 (3.4.1, 3.4.3 and 3.4.4); Chapter 6 (meaning of CSS); Chapter 8 ("more than minimal"); Chapter 9 (eligible and ineligible service charges); Chapter 15 (evidencing CSS, IHM and maintenance)
- **Appendices:** Appendix 1 (table of cases); Appendix 8 (rent and service charge build-up)

Sources

- *Allerdale BC v JD and Others* [2019] UKUT 304 (AAC):
https://assets.publishing.service.gov.uk/media/5dca92caed915d4e8517d9ab/CH_28_31_34_36_2019-00.pdf
- *Allerdale* on GOV.UK: <https://www.gov.uk/administrative-appeals-tribunal-decisions/allerdale-bc-v-jd-and-others-by-their-respective-appointees-hb-2019-ukut-304-aac>
- *DW v Oxford CC* summary: <https://www.mrassociates.org/knowledge-base/case-law/dw-v-oxford-cc-2012-ukut-52-aac-ch-1344-2011>
- *Chorley BC v IT* summary: <https://www.mrassociates.org/knowledge-base/case-law/chorley-bc-v-it-2009-ukut-107-aac-2010-aacr-2-ch-150-2007-final-decision>
- DWP guidance for supported housing claims:
<https://www.gov.uk/government/publications/housing-benefit-guidance-for-supported-housing-claims/housing-benefit-guidance-for-supported-housing-claims>
- Housing Benefit Regulations 2006, Schedule 1:
<https://www.legislation.gov.uk/uk/si/2006/213/schedule/1>
- SHP, What's the Difference between Intensive Housing Management and Maintenance and Care, Support or Supervision?: <https://supportedhousing.blog/2026/04/14/whats-the-difference-between-intensive-housing-management-and-maintenance-and-care-support-or-supervision/>

8. "More Than Minimal"

In brief

- For accommodation to be exempt, the care, support or supervision that the landlord, or someone acting on its behalf, provides to the claimant must be **more than minimal**. The law "does not concern itself with trifling matters" (R(H) 7/07, para 23).
- The landlord **does not need to be the main provider** of care, support or supervision (R(H) 7/07, para 21).
- The practical test is whether the support provided is **likely to make a real difference to the claimant's ability to live in the accommodation** (*Bristol City Council v AW* [2009] UKUT 109 (AAC), para 31).
- There is **no minimum number of hours**. The "two to three hours a week" practice comes from a council's own calculation in CH/1289/2007, which the Commissioner said was "not obviously" minimal. It is not a threshold. The DWP guidance agrees: "There is no set number of hours" (para 151).
- The test is applied to **each claimant and their own dwelling**, not to a building or scheme. Residents of the same scheme can have different outcomes (CH/1289/2007, para 27; DWP guidance, para 150).
- **SHP's position:** "more than minimal" is a modest threshold, and a qualitative one. Decision-makers should judge the substance, frequency, purpose and impact of what is provided to the claimant, not count hours or compare the cost of the support with the Housing Benefit at stake.

The law

8.1 The de minimis test and the landlord as non-principal support provider: R(H) 7/07

R(H) 7/07 (CH/3811/2006) was decided by Commissioner Turnbull on 7 March 2007. The claimant had mental health problems and lived in a shared house let by Reside Housing Association. Her care and support came from a separate care provider. Reside accepted that the care provider was not acting on its behalf, following R(H) 2/07, and argued that it provided some support itself through its tenant liaison officer.

The landlord need not be the main provider. The tribunal had held that the landlord must be the "main" provider of care, support or supervision. The Commissioner held that it was wrong to read that requirement into the definition. The definition requires only that the landlord provides the claimant with care, support or supervision. Had any limitation of that kind been intended, it would have been made expressly (para 21).

But what it provides must be more than minimal. The Commissioner applied the general principle of statutory construction that the law does not concern itself with trifling matters, following *Sharratt v London Central Bus Co Ltd* [2003] EWCA Civ 718 (para 23). A landlord cannot bring itself within the definition by providing "a token or minimal amount of care, support or supervision" (para 23, as quoted in secondary summaries).

The outcome. On the facts, the tenant liaison officer had limited contact with the claimant, and was responsible for many other tenants. Such support as he was able to provide to her was not more than minimal (para 29), and the appeal was dismissed.

What R(H) 7/07 decided, and what it did not. It set the legal test: more than minimal. It did not set a level of support, a number of contacts or a number of hours. The outcome was a finding of fact about one claimant's contact with one officer. Chapter 4 (4.2) explains why findings of fact should not be treated as rules.

8.2 The "real difference" test: *Bristol CC v AW*

Bristol City Council v AW [2009] UKUT 109 (AAC) (CH/200/2009) was decided by Judge Turnbull on 15 June 2009.

The facts. The claimant had a brain injury and learning disabilities, and at times displayed extremely challenging behaviour. The primary care trust commissioned his care, supervision and most of his support from one organisation. It also commissioned Golden Lane Housing (GLH), the landlord, to provide specified housing-related support, for about £10 a week (paras 3, 4 and 34). The council refused exempt status, relying heavily on the low cost of the landlord's support. The tribunal found that GLH provided more than minimal support. The Upper Tribunal dismissed the council's appeal.

The test. Judge Turnbull accepted that:

"a satisfactory test for determining whether support of more than a minimal amount is provided is to ask whether the support provided was likely to make a real difference to the Claimant's ability to live in the Property." (para 31)

The cost of support is not the test. £10 a week was "not an obviously nominal or token payment" (para 31). And the question was not whether the value of the support justified, or bore any proportion to, the extra Housing Benefit payable if the accommodation was exempt: "The legislation does not require or permit any such comparison" (para 32).

What counted. The tribunal was entitled to rely on items of support actually provided, including monitoring the care provided by the other organisation and the continued suitability of the accommodation, and arranging repairs of the unusual level of damage likely to result from the claimant's behaviour, together with support that was available to him (paras 38, 46, 47 and 50).

What did not count. The landlord's help with a Housing Benefit appeal about exempt status could not be taken into account. "It cannot in my judgment be right that what would otherwise be a bad case can be made into a good one by virtue simply of the landlord's willingness to support the tenant by taking the case to appeal" (para 49).

Different minds may differ. In R(H) 4/09 (CH/779/2007 and others), the same judge had found that GLH did not provide more than minimal support in three other cases. That did not make the Bristol tribunal wrong. Whether support goes beyond ordinary property management, and whether it is more than minimal, are questions "on which different minds may legitimately differ" (para 52). The evidence was also different. In R(H) 4/09, there was detailed evidence of visits and calls over several years, and "the rarity of the instances in which some items of support ... had been called upon indicated that the support was not more than minimal" (paras 54 and 55).

8.3 The hours myth

Where it comes from. Many councils and providers work on the basis that support must average two or three hours per tenant per week. It is usually traced to CH/1289/2007, decided by Commissioner Turnbull on 3 July 2007.

What CH/1289/2007 actually said. The case concerned Woolfield House, a hostel for homeless people in Bury run by Rehab98 Ltd. After its Supporting People funding ended, some support staff were made redundant. The tribunal found that the remaining support was minimal. The Commissioner set that decision aside, partly because the tribunal had not examined the evidence of staff time:

"The Council had calculated, based on that evidence, that the support which could be provided would amount to an average of 3 hours per week per occupant. It [is] not in my judgment

obvious that support of that order is minimal for this purpose. The Tribunal did not go into this evidence at all." (para 21)

Three points follow:

1. The three hours was **the council's own calculation** of what could be provided at one hostel.
2. The Commissioner said only that it was **not obvious** that this was minimal. He did not say that three hours was needed, or that anything less would be minimal.
3. He sent the case back for a new tribunal to decide. Whether support is provided is "all a matter of fact and degree" (para 33).

CH/1289/2007 is therefore not authority for any minimum. Treating it as one turns a finding about one scheme into a rule of law, which is an error (R(I) 12/75, para 19; Chapter 4, 4.2).

Other points from CH/1289/2007. The decision also held that:

- a low support charge does not show that support is minimal, particularly where the landlord says it subsidises the support from elsewhere (para 20)
- items that benefit the landlord as well as the tenant can still be support (para 22)
- the specimen licence agreement's reference to support was relevant evidence (para 25)

The guidance agrees. "There is no set number of hours that must be provided for the care, support or supervision to be sufficient. Instead, the activities performed in providing it must be considered (alongside the time spent)" (DWP guidance, para 151).

Why hours are a poor measure. Much support and supervision cannot sensibly be counted in hours. An on-call service, a landlord's readiness to intervene in disputes between tenants, or repairs carried out quickly because of a tenant's needs may take little recorded time and still make a real difference (Chapter 6, 6.4 to 6.6; *DW v Oxford CC* [2012] UKUT 52 (AAC), para 53). Equally, many hours of activity that is ordinary housing management, or that the claimant does not need, add nothing.

8.4 Needs-led assessment of each claimant

The test applies to the claimant's dwelling. If a building contains two or more dwellings, the definition "must be applied in relation to each dwelling, and not in relation to the building as a whole". A claimant's accommodation will not be exempt "if no (or only minimal) care, support or supervision is provided to him by the landlord, however much care, support or supervision may be provided to other tenants" (CH/1289/2007, para 27).

This does not mean evidence for every tenant, every time. The landlord may be able to show that the level of support is broadly similar for all tenants, or that it only accepts tenants with at least a particular level of need (para 28). But where tenants' needs vary widely, standard-form evidence that is identical for every tenant is unlikely to be enough (paras 29 and 30). A single test case may not decide the others either (para 32).

Support must meet a need. Support is not "provided" unless there is in fact some need for it (*MMcF v Sefton BC* [2016] UKUT 403 (AAC), para 12). Services that are available must have a real prospect of being needed more than very occasionally (*DW v Oxford CC*, para 79; CH/779/2007 interim decision, para 21, reported as R(H) 6/08, quoted in *Bristol CC v AW*, para 44).

The relevant date. Exempt status is decided on the facts at the date of the decision under appeal. A tribunal cannot take account of later increases in support, although it can use later evidence about what the position

was at that date. Where support has increased, a new claim or decision may be needed (CH/1289/2007, para 34).

The guidance

The DWP guidance deals with sufficiency at paras 150 to 155, with six examples.

Para	What the guidance says	SHP's view
150	CSS must be more than minimal. The amount can vary between claimants in the same building. Each claim must be assessed individually.	Consistent with R(H) 7/07 and CH/1289/2007.
151	No set number of hours. Consider the activities alongside the time spent. Help with benefit claims and safety inspections are not enough on their own. CSS should be considered on an average basis.	Consistent with the case law. Chapter 3 (3.4.4) explains why help with Housing Benefit is eligible but cannot be relied on alone.
152	CSS should be ongoing. One-off support is not enough.	Consistent with <i>Chorley BC v IT</i> and <i>Bristol CC v AW</i> , para 49.
153	One-to-one support is more substantial than group sessions; direct, regular support is more substantial than support that is only available. CSS "only needs to be available and likely to be needed and beneficial". Discount activity that is not needed.	Reasonable factors to weigh, not rules. Available support counts where there is a real prospect of need (R(H) 6/08; <i>DW v Oxford CC</i> , para 79).
154	Activity by a qualified specialist is more substantial than by untrained staff.	A relevant factor, not a requirement. The case law does not require qualified staff; the question is the difference the support makes.
155	Housing management beyond general needs "could be considered support". Extra maintenance is unlikely to be sufficient on its own.	The first sentence is consistent with <i>Chorley BC v IT</i> . The second is a view, not a rule (Chapter 3, 3.4.1; Chapter 7, 7.5).

The examples. The examples are illustrations, and each turns on its facts. Two need care:

- **Example four** (an on-call warden who responds only to emergencies, in sheltered housing for over-55s) is found not to be more than minimal. That may be right on those facts, where the tenants rarely need the warden. It is not authority that on-call cover can never count. An organised on-call service is supervision (Chapter 6, 6.5 and 6.6), and whether it is more than minimal depends on the tenants' needs and how often they call on it.

- **Example six** discounts overnight security that "mainly focuses on protecting the accommodation rather than tenants". SHP agrees that supervision must be directed at the tenants. Night cover that supervises tenants, prevents harm to them and responds to them is supervision, even where it also protects the building.

Good practice

8.5 Evaluating substance, frequency, purpose and impact: SHP's position

SHP's position. "More than minimal" is a modest threshold. It excludes token, trivial and nominal support. It does not require substantial, intensive or specialist support, daily contact, a set staff ratio, commissioned care, or support that is ineligible for Housing Benefit. The question is qualitative: does what the landlord provides make a real difference to this claimant's ability to live in this accommodation?

Decision-makers can work through five questions:

1. **Substance.** What does the landlord, or someone acting on its behalf, actually do for the claimant? Is it care, support or supervision, rather than ordinary housing management? (Chapters 6 and 7)
2. **Frequency.** How often is it provided, or called on? Is it ongoing? Is there a real prospect that available support will be needed more than very occasionally?
3. **Purpose.** Why is it provided? Does it respond to the claimant's needs, as shown in a needs assessment, support plan or other evidence?
4. **Impact.** Is it likely to make a real difference to the claimant's ability to live in the accommodation? What would happen without it?
5. **The whole picture.** Taken together, is what is provided more than token or trivial? Small activities can add up, and a long list of ordinary or unnecessary activities adds nothing.

For councils:

- Don't apply an hours threshold, a visit count or a staff ratio as a rule. Use hours as one piece of evidence.
- Don't compare the cost of the support with the Housing Benefit at stake (*Bristol CC v AW*, para 32).
- Don't treat a low support charge as proof that support is minimal (*Bristol CC v AW*, para 31; CH/1289/2007, para 20).
- Discount support the claimant doesn't need, and say why.
- Where needs vary across a scheme, decide each claim on its own evidence. Where they are similar, sample evidence may be enough.
- Give reasons that engage with the evidence of what is actually provided.

For providers:

- Show what is provided to **this claimant**, not only what the scheme offers.
- Link each element of support to the claimant's assessed needs.
- Keep records of what is actually done, including call-outs and interventions, not only what is available.
- Avoid standard-form statements that are identical for every tenant.
- Don't rely on help with Housing Benefit claims or appeals, safety checks or one-off help at the start of a tenancy to make support more than minimal.

- Where support has increased since a decision, ask for a new decision rather than relying on the increase in an appeal.

Evidence

Reasonable evidence for the "more than minimal" test will usually include:

Evidence	Purpose
The claimant's needs assessment and support plan	Shows the claimant's needs, and the support planned to meet them
Records of support delivered to the claimant: contacts, visits, interventions and outcomes	Shows what is actually provided, how often and why
On-call arrangements and call-out logs	Shows supervision is provided and needed (<i>DW v Oxford CC</i> , para 79)
A description of how the scheme's services go beyond general needs management	Shows that the support is not ordinary housing management
The referral route and admission criteria	Shows whether tenants share a level of need (<i>CH/1289/2007</i> , para 28)
Evidence from commissioners, care providers or other agencies, where relevant	Shows how the landlord's role fits with others' and the difference it makes
Staff time, where available	One indicator of frequency and substance, not the test

Chapter 15 covers evidence of CSS in more detail. Appendix 5 is a claimant evidence checklist, Appendix 6 a model needs assessment and CSS plan, and Appendix 7 a model activity log.

Finding common ground

Agree the test. Both sides can agree that the test is more than minimal, judged by whether the support is likely to make a real difference, and that there is no hours threshold. The DWP guidance (paras 150 and 151) and the case law say the same, so this should not be in dispute.

Agree the factors. The guidance's factors, such as one-to-one or group support, regular or available support, and the role of the staff, are reasonable things to weigh. Agreeing them as factors, not rules, removes much of the argument.

Sample sensibly. Where tenants' needs are broadly similar, agree a sample of claimants and evidence, rather than asking for everything for everyone. Where needs vary, agree which claims need individual evidence.

Focus on the claimant. Arguments about whether a scheme "is" exempt often stall. Asking what this claimant needs, and what difference the landlord's support makes to them, usually moves the discussion on.

Key cases and cross-references

Case	Point	Chapter
R(H) 7/07 (CH/3811/2006)	The "more than minimal" test; the landlord need not be the main provider	5, 8

Case	Point	Chapter
<i>Bristol City Council v AW</i> [2009] UKUT 109 (AAC) (CH/200/2009)	The "real difference" test; no comparison of support cost with Housing Benefit; help with appeals does not count	3, 7, 8
CH/1289/2007	The source of the "three hours" practice, which is not a minimum; the test applies to each dwelling and claimant; standard-form evidence	4, 5, 8
R(H) 4/09 (CH/779/2007 and others)	Rarely used support over a long period was not more than minimal	6, 7, 8
R(H) 6/08 (CH/779/2007, interim decision)	Making support available can be providing it, where there is a real prospect of need	6, 8
<i>DW v Oxford CC</i> [2012] UKUT 52 (AAC) (CH/1344/2011)	Real prospect of need; what the landlord actually does	6, 7, 8
<i>MMcF v Sefton BC</i> [2016] UKUT 403 (AAC) (CH/1286/2016)	Support is not provided unless there is some need for it	6, 8
R(I) 12/75	Findings of fact should not be elevated into principles of law	4, 8

- **Related chapters:** Chapter 3 (3.4.1 and 3.4.4); Chapter 4 (4.2, rule of thumb thresholds); Chapter 6 (meaning of CSS, on-call as supervision); Chapter 7 (IHM and maintenance); Chapter 15 (evidencing CSS)
- **Appendices:** Appendix 1 (table of cases); Appendices 5 to 7 (claimant evidence checklist, needs assessment and CSS plan, activity log)

Sources

- R(H) 7/07 (CH/3811/2006), decision summary: <https://administrativeappeals.decisions.tribunals.gov.uk/Aspx/view.aspx?id=2150>
- R(H) 7/07 summary with quotations: <https://uksupportedhousing.com/hb/case-law-rh-7-07/>
- *Bristol City Council v AW* [2009] UKUT 109 (AAC): <https://administrativeappeals.decisions.tribunals.gov.uk/judgmentfiles/j2715/CH%200200%202009-00.doc>
- CH/1289/2007: https://hbinfo.org/wp-content/uploads/caselaw/ch_1289_2007.doc
- CH/1289/2007, decision summary: <https://administrativeappeals.decisions.tribunals.gov.uk/Aspx/view.aspx?id=2219>
- R(H) 4/09: https://hbinfo.org/wp-content/uploads/r_h_4_09.rtf
- *MMcF v Sefton BC* [2016] UKUT 403 (AAC): https://assets.publishing.service.gov.uk/media/57ed1a89e5274a0eb7000014/CH_1286_2016-00.pdf
- *DW v Oxford CC* summary: <https://www.mrassociates.org/knowledge-base/case-law/dw-v-oxford-cc-2012-ukut-52-aac-ch-1344-2011>

- DWP guidance for supported housing claims, paras 150 to 155:
<https://www.gov.uk/government/publications/housing-benefit-guidance-for-supported-housing-claims/housing-benefit-guidance-for-supported-housing-claims>
- SHP, The "More Than Minimal" Myth: <https://supportedhousing.blog/2026/08/25/the-more-than-minimal-myth/>

9. Eligible and Ineligible Service Charges

In brief

- A service charge is eligible for Housing Benefit if paying it is a **condition of occupying** the dwelling, it is for a **service** as defined, and it is **not excluded** by Schedule 1 to the Housing Benefit Regulations 2006.
- Schedule 1 does not list eligible charges. It lists ineligible ones, and ends with a sweeping-up exclusion for services "not connected with the provision of adequate accommodation" (para 1(g)).
- Whether a service charge is eligible and whether the accommodation is exempt are **separate questions** with no automatic link (*Allerdale BC v JD and Others* [2019] UKUT 304 (AAC), paras 12 and 30).
- Where a charge mixes eligible and ineligible services, the council must **apportion** it fairly (Schedule 1, para 3(1)). Staff time is usually the best basis. Overhead and voids mark-ups follow the line they are applied to (*Allerdale*, paras 37 and 38).
- An eligible charge can still be reduced if it is **excessive** for the service provided (Schedule 1, para 4). Comparable charges must be considered where they exist, but they are not a precondition (*ET v Rossendale BC* [2010] UKUT 222 (AAC)).
- **SHP's position:** the overheads and management costs of eligible services are eligible. A clear breakdown, activity by activity and backed by staff time, resolves most service charge disputes.

The law

9.1 Schedule 1 and the "adequate accommodation" test

When a service charge counts as rent. Housing Benefit is payable on "payments of, or by way of, service charges payment of which is a condition on which the right to occupy the dwelling depends" (regulation 12(1)(e)). "Services" means "services performed or facilities (including the use of furniture) provided for, or rights made available to, the occupier of a dwelling" (regulation 12(8)). In exempt accommodation, the same wording applies through the old form of regulation 12 preserved by Schedule 3 to the Consequential Provisions Regulations 2006 (*Carlisle City Council v SC* [2011] UKUT 480 (AAC)).

The exclusions. Schedule 1, para 1 makes the following service charges ineligible:

Para	Ineligible charges
1(a)	Day-to-day living expenses, including meals, laundry (other than premises or equipment for tenants to do their own), leisure items, cleaning of rooms and windows (except communal areas, and exterior windows tenants cannot clean themselves) and transport
1(b)	Acquiring furniture or household equipment, or using it where it will become the claimant's property
1(c)	An emergency alarm system

Para	Ineligible charges
1(d)	Medical expenses, including treatment or counselling related to mental disorder, learning disability, physical disability or alcohol or drug dependence
1(e)	Nursing care or personal care
1(f)	"General counselling or of any other support services, whoever provides those services"
1(g)	Any other services "not connected with the provision of adequate accommodation"

Fuel for the claimant's own accommodation is ineligible. Fuel for communal areas is eligible (Schedule 1, Part 2, para 5).

Communal areas. "Communal areas" means areas of common access, such as halls and passageways, and, in sheltered accommodation, rooms of common use (Schedule 1, para 8). "Sheltered accommodation" is "an inherently flexible concept". In *Oxford City Council v Basey* [2012] EWCA Civ 115, a shared house for people with learning disabilities was sheltered accommodation, so the cost of fuel for, and cleaning of, its common rooms was eligible (paras 33 and 34). Communal water charges in sheltered or supported housing are also eligible (*Liverpool City Council v NM and WD* [2015] UKUT 532 (AAC), [2016] AACR 19).

What "adequate accommodation" means. Paragraph 1(g) is the test for any service not dealt with by paras 1(a) to (f):

- "a common sense view must be taken of the notion of adequate accommodation". Where tenants have the right to use premises beyond their own dwelling, such as gardens, grounds and walkways, services related to the adequacy of those premises should be accepted as connected with the provision of adequate accommodation (CIS/1460/1995, Appendix, para 15)
- the question "should not be confined to the character of the accommodation, but should take account of the personal needs of the residents". How far personal needs count is "a matter of fact" in each case (CIS/1460/1995, Appendix, para 17)

The council's powers. Schedule 1, paras 3 and 4 give the council four powers:

- **Apportion** an ineligible charge that is not separately identified, "as is fairly attributable to the provision of that service, having regard to the cost of comparable services" (para 3(1))
- **Substitute** a higher figure where a separately identified ineligible charge is unreasonably low for the service (para 3(2))
- **Deduct** the whole amount of an ineligible charge in any other case (para 3(4))
- **Reduce** an eligible charge that is "excessive in relation to the service provided", having regard to the cost of comparable services (para 4)

The council can look behind the labels. The council does not have to accept the itemisation of a service charge as the landlord presents it. Paragraph 3 gives it an express power to apportion a larger charge so that only the eligible parts are met (*ET v Rossendale BC* [2010] UKUT 222 (AAC) (CH/3677/2008), para 19).

Tenancy terms matter. In *Wigan Council's appeal* [2009] UKUT 28 (AAC) (CH/1615/2008), a "support charge" for a sleep-in room used by overnight carers was rent, because the evidence showed that the tenancy was intended to cover the whole house. The Upper Tribunal held that the tenancy agreement's wording could be

departed from only on evidence strong enough to obtain rectification (para 31). Tenancy agreements should describe accurately what the tenant occupies and what each charge is for.

9.2 No automatic link between exempt status and service charge eligibility: *Allerdale*

Chapter 7 (7.2) covers *Allerdale BC v JD and Others* [2019] UKUT 304 (AAC) in detail. For service charges, four points matter.

Two questions, different purposes. Whether a charge is excluded by Schedule 1 and whether the accommodation is exempt are separate questions, and the two provisions have "fundamentally different purposes" (paras 12 and 30). A service can be eligible and also count towards exempt status. A charge can be ineligible without the accommodation losing exempt status.

What Schedule 1 is for. Read with its history, para 1 is "less concerned" with adequate accommodation as such than with identifying services whose cost should be met by the tenant or from public funds other than Housing Benefit (para 24).

What the 2003 change excluded. From April 2000 to April 2003, a transitional scheme made some general counselling and other support services eligible. That eligibility was removed "clearly advisedly" in 2003 (paras 26 and 27), and the end of Supporting People funding does not change that (para 28). SHP's position is that what was removed was counselling and support provided to the tenant as a person. The landlord's own housing management, including housing-related support and supervision that bears on the accommodation and the tenancy, was never part of that change and remains eligible (Chapter 7, 7.2).

Housing management is still eligible. What housing management involves "will differ according to the attributes and needs of those being housed" (para 25). Rent collection, including chasing arrears and liaising with appointees, was "a proper part of housing management" and eligible. Routine help with Housing Benefit claims was "a normal part of housing management" (para 31).

The practical line. SHP reads *Allerdale* as drawing a line between:

- **managing the tenancy and the property**, including the building's security and safety, rent collection, arrears, Housing Benefit, repairs and enforcing tenancy conditions, and the housing-related support and supervision that go with them, such as tenancy sustainment, enhanced repairs, welfare and property checks and on-call cover, which is housing management and eligible, even where it takes longer because of the tenants' needs
- **care, counselling and personal support to the person**, such as emotional support, life skills, budgeting help other than with Housing Benefit, training, education and employment support, medication reminders and family liaison, which is ineligible

That is SHP's position, and it matches SHP's published view that "care" and "personal support" are not eligible, while housing-related support and supervision bearing on the accommodation and the tenant's occupation are (supportedhousing.blog). *Allerdale* decided three disputed items on their own evidence, and the line will not always be easy to draw. Where it is unclear, apportionment is the answer (9.3).

9.3 Apportioning mixed charges: staff time, IHM, maintenance, overheads

The duty to apportion. Where an ineligible service is not separately identified, the council must apportion the charge "as is fairly attributable to the provision of that service" (Schedule 1, para 3(1)). It cannot simply disallow the whole charge because part of it is ineligible.

Staff time. Most supported housing service charges are mainly staff costs. The case law expects "sufficiently detailed evidence of the amount of time devoted by staff to providing the service under consideration", because until one knows what staff are doing and for how long, "it is often impossible to know whether the

charge for that service is eligible in principle ... and, if so, whether that charge is excessive" (*ET v Rossendale*, para 20, discussing R(IS) 2/07).

The method. *ET v Rossendale* (para 39) sets out a model that both sides can use:

1. A proper charge for the administration and management of an eligible service is itself eligible.
2. That charge should be based on the cost of the staff time involved: the total cost of employing the staff, apportioned by the hours they spend on the service.
3. To support the figure, the landlord should provide job descriptions, the hours each person works, what they do during the time attributed to the service and the rest of their time, and how the percentage was worked out.

IHM charges. An intensive or enhanced housing management charge should be broken down activity by activity, with the staff time for each. Each activity is then treated as housing management (eligible) or support (ineligible). In *Allerdale*, the parties agreed the treatment of 85% of the charge between themselves, and the Upper Tribunal took a "broad-brush approach" to the rest because the evidence was slight (para 31).

Maintenance. Repairs and maintenance of the dwelling and communal areas are housing costs and normally part of the rent or an eligible service charge. More frequent repairs because of the tenants' needs remain maintenance.

Overheads and voids. Where a percentage mark-up for management overheads or voids is applied to every line of a charge, and part of the charge turns out to be ineligible, the mark-up on that part is ineligible too, pro rata (*Allerdale*, paras 37 and 38, agreeing with *Carlisle CC v SC*). The Upper Tribunal noted that the landlord could only be judged on how its charges were "presently structured" (para 37). Landlords that allocate overheads on a reasoned basis, to the activities that actually generate them, are in a better position than those that apply a flat percentage to everything.

Excessive charges. Under Schedule 1, para 4, an eligible charge can be reduced to the extent that it is excessive for the service. In *ET v Rossendale*:

- comparable charges must be considered if they exist, but their existence is not a precondition. A charge can be excessive "on the basis of factors relating to the service itself" (paras 28 to 31)
- it was "inherently implausible", without further evidence, that two managers spent 43.7% of their time managing two security guards. The charge was "manifestly excessive" even without a precise figure for the proper charge (para 36)
- where the claimant is seeking an increase, the burden is on the claimant, and the landlord on their behalf, to show that the charges are eligible. Where they gave no material for a proper figure, the whole disputed element could be disallowed (para 37)

Unreasonably low ineligible charges. Where the landlord shows a separately identified ineligible charge, such as a support charge, that is unreasonably low for the service, the council can substitute its own figure for the value of the service (Schedule 1, para 3(2)). This must be a valuation of the service actually provided. Chapter 3 (3.4.1) explains why it does not justify deducting a notional sum for support that is, in fact, eligible housing management.

9.4 Typical eligible and ineligible items, with commentary

The DWP guidance lists common eligible charges (para 177) and ineligible ones (paras 182 and 184). The table below combines those lists with the case law. It is a guide, not a substitute for looking at what each charge actually pays for.

Item	Usual treatment	Commentary
General housing management, building insurance	Rent, not a service charge (DWP guidance, para 171)	Eligible as part of the core rent
Rent collection, arrears recovery, liaising with appointees	Eligible	Housing management (<i>Allerdale</i> , para 31(b))
Help with claiming and maintaining Housing Benefit	Eligible	Routine help is housing management (<i>Allerdale</i> , para 31(a)). Help with other benefits, and broader correspondence work for the tenant group, is support. See Chapter 3 (3.4.4)
Repairs, maintenance and safety checks of the dwelling and communal areas	Eligible	Communal maintenance is eligible (DWP guidance, para 177)
Communal cleaning, fuel, lighting and water	Eligible	Schedule 1, paras 1(a)(iv) and 5; <i>Basey</i> ; <i>Liverpool CC v NM</i>
Cleaning, fuel and water for the claimant's own room	Ineligible	Cleaning: day-to-day living expenses (para 1(a)). Fuel: Schedule 1, Part 2, paras 5 and 6. Water: deducted from the eligible rent by floor area, unless the tenant pays the water company directly (alternative regulation 12(3)(a) and (6)(b) for exempt accommodation, regulation 12B(5) otherwise; <i>Liverpool CC v NM</i> , paras 36 to 38)
Concierge, caretaker or warden	Eligible for the proportion of time spent on accommodation-related services	DWP guidance, paras 177 and 180; <i>ET v Rossendale</i> . Watch for the same service being charged twice under two names (para 180)
Secure building access: door entry, key cards, CCTV	Eligible	DWP guidance, para 177
Emergency alarm system	Ineligible	Schedule 1, para 1(c)
Furniture and white goods that remain the landlord's	Eligible	Schedule 1, para 1(b), excludes only furniture that will become the claimant's
Meals	Ineligible, at the fixed amounts in Schedule 1, para 2	Day-to-day living expense

Item	Usual treatment	Commentary
Laundry service	Ineligible, except communal laundry premises and equipment	Schedule 1, para 1(a)(ii). Apportion any part of a water charge used by a communal laundry (<i>Liverpool CC v NM</i>)
TV licence, leisure, transport (of residents)	Ineligible	Schedule 1, para 1(a)
Counselling, emotional support, life skills, training, education, employment, language skills and other personal support	Ineligible	Schedule 1, paras 1(d) and 1(f); <i>Allerdale</i> , paras 26 and 27
Housing-related support and supervision: tenancy sustainment, welfare and property checks, intervention in disputes, on-call cover	Eligible (SHP's position)	Housing management judged against the tenant group (<i>Allerdale</i> , paras 25 and 31); Chapter 7, 7.2
Personal care, nursing care	Ineligible	Schedule 1, para 1(e)
Staff office or sleep-in room	Depends on its use and the tenancy	A room used for support is ineligible (DWP guidance, para 176). A room used for housing management can be apportioned. A sleep-in room within the tenant's tenancy can be rent (<i>Wigan</i> [2009] UKUT 28 (AAC))
Sinking funds	Depends on their purpose	Ask what the fund is for, and whether it is rent or a service charge (DWP guidance, paras 172 and 173)
Management overheads	Eligible to the extent they relate to eligible services	<i>ET v Rossendale</i> , para 39(b); <i>Allerdale</i> , para 37
Voids and bad debts	Part of the rent where reasonable and evidenced	CH/3548/2006. Chapter 10 covers the amount

The guidance

The DWP guidance covers service charges at paras 166 to 193.

Para	What the guidance says	SHP's view
168	Ask for a rent breakdown on a new claim or a rent increase	Agreed. A good breakdown is the starting point (9.3)
169 to 171	The tests for eligibility, and the definition of a service	Consistent with regulation 12 and Schedule 1

Para	What the guidance says	SHP's view
174	Services that make it possible to occupy the accommodation but do not affect its condition are not eligible, including "help with claiming benefits"	Partly. <i>Allerdale</i> holds that routine help with Housing Benefit is housing management and eligible. Help with other benefits is personal support (Chapter 3, 3.4.4)
176	All support services, related staff costs, and rooms used for support are ineligible	Correct for care and personal support. Staff costs and rooms used for housing management, including housing-related support and supervision, are eligible, apportioned
177 to 180	Common eligible charges; concierge, caretaker or warden by proportion of time; duplicate charges	Agreed, and consistent with <i>ET v Rossendale</i>
181	Reduce an excessive eligible charge, comparing with other comparable services in the area, and give a rationale	Agreed, with one addition: comparables are not a precondition (<i>ET v Rossendale</i> , paras 28 to 31)
182 to 185	The list of ineligible charges and day-to-day living expenses	Consistent with Schedule 1. Some footnotes in this section appear to cite the wrong sub-paragraph of Schedule 1, so cite the regulations directly
186 to 188	All charges for medical expenses, care, counselling and support are ineligible; identify the funding of all CSS	Correct for ineligible care and support. Chapter 3 (3.4.1) covers para 187's notional deduction
189	The history of IHM and the 2000 to 2003 transitional scheme	Accurate as history. SHP's position is that it concerns counselling and support to the tenant as a person, not housing-related support delivered as housing management (Chapter 7, 7.2)
190	Break down IHM charges and deduct ineligible or duplicate items. Charges for services that help meet the CSS requirement "must be ineligible"	The first two sentences are good practice. The last does not reflect <i>Allerdale</i> (Chapter 7, The guidance; Chapter 3, 3.4.1)

Para	What the guidance says	SHP's view
192 and 193	Deduct specified ineligible charges in full, substitute a value where they are unreasonably low, and apportion unspecified ones	Consistent with Schedule 1, para 3

Good practice

SHP's position. Service charge disputes are best settled by evidence, not by labels. A charge called "intensive housing management" is not ineligible because of its name, and a charge called "property services" is not eligible because of its name. What matters is what each activity is, who does it, how long it takes and what it costs. The overheads and management costs of eligible services are eligible.

For councils:

- Ask for a breakdown of every charge, activity by activity, with staff time, before deciding eligibility.
- Decide eligibility item by item. Don't disallow a whole charge because part of it is ineligible; apportion instead (Schedule 1, para 3(1)).
- Treat housing management tailored to the tenant group as housing management. Treat care, counselling and personal support to the person as ineligible. Treat housing-related support and supervision delivered as housing management as eligible.
- Apply mark-ups pro rata, following *Allerdale*, rather than disallowing all overheads.
- Where a charge seems excessive, explain why, using comparables where they exist and the facts of the service where they don't.
- Check for duplication between the core rent and the service charges.

For providers:

- Keep the core rent, eligible service charges and ineligible charges separate in the breakdown.
- Break IHM and staffing charges down by activity, with the hours and cost of each.
- Allocate overheads on a reasoned basis to the activities that generate them, and explain the method.
- Be ready to provide job descriptions, rotas and time records (*ET v Rossendale*, para 39).
- Make sure the tenancy agreement accurately describes what the tenant occupies and pays for.
- Don't include support, counselling or personal care in eligible charges. Fund them from another source, or show them as ineligible.

Evidence

Reasonable evidence for service charges will usually include:

Evidence	Purpose
The tenancy or licence agreement	Shows that payment is a condition of occupation, and what the tenant occupies
A full rent and service charge breakdown	Separates core rent, eligible and ineligible charges

Evidence	Purpose
An activity-by-activity breakdown of staffing and IHM charges, with hours	Allows eligibility to be decided item by item
Job descriptions and rotas for the staff whose costs are charged	Supports the apportionment of staff time (<i>ET v Rossendale</i> , para 39)
The basis for overhead, voids and bad debt allowances	Shows how mark-ups are applied
Contracts and invoices for bought-in services	Shows actual cost, for the excessive charges test
Comparables, where they exist	Helps decide whether a charge is excessive

Chapter 13 covers scheme-level evidence and rent build-ups. Appendix 8 is a model rent and service charge build-up with an apportionment worksheet.

Finding common ground

Agree the breakdown first. *Allerdale* shows how much can be settled by agreement: the parties agreed 85% of a complex charge between themselves, leaving the Upper Tribunal three small items to decide (para 31).

Use a shared template. A standard breakdown format, agreed locally, saves time on both sides and makes like-for-like comparison easier. Appendix 8 provides one.

Agree the line. Most items fall clearly on one side of the line between managing the tenancy or property, including housing-related support and supervision, and providing care or personal support to the person. Agree those first, then focus on the few that are genuinely mixed.

Use broad-brush apportionment where the evidence is limited. The Upper Tribunal did so in *Allerdale*. An agreed, reasonable split is better for both sides than a long dispute over small percentages.

Key cases and cross-references

Case	Point	Chapter
<i>Allerdale BC v JD and Others</i> [2019] UKUT 304 (AAC)	No automatic link with exempt status; counselling and personal support to the tenant ineligible since 2003; housing management judged against the tenant group; mark-ups pro rata	3, 7, 9
<i>ET v Rossendale BC</i> [2010] UKUT 222 (AAC) (CH/3677/2008)	Councils can look behind itemisation; staff time evidence; management of an eligible service is eligible; excessive charges and comparables; burden of proof	9, 10
<i>Carlisle City Council v SC</i> [2011] UKUT 480 (AAC)	Old form of regulation 12 in exempt accommodation; support funded elsewhere is not eligible; mark-ups pro rata	7, 9
CIS/1460/1995	Common sense meaning of adequate accommodation; personal needs relevant; apportionment	9

Case	Point	Chapter
<i>Oxford City Council v Basey</i> [2012] EWCA Civ 115	Broad meaning of sheltered accommodation; communal rooms	9
<i>Liverpool City Council v NM and WD</i> [2015] UKUT 532 (AAC), [2016] AACR 19	Communal water charges in sheltered or supported housing	9
<i>Wigan Council's appeal</i> [2009] UKUT 28 (AAC) (CH/1615/2008)	Sleep-in room within the tenancy is rent; tenancy wording	9
CH/3548/2006	Voids are fact-specific	9, 10

- **Related chapters:** Chapter 3 (3.4.1, 3.4.3 and 3.4.4); Chapter 7 (IHM and maintenance); Chapter 10 (reasonableness of rent and service charges); Chapter 13 (scheme-level evidence)
- **Appendices:** Appendix 1 (table of cases); Appendix 2 (extracts from the legislation); Appendix 8 (rent and service charge build-up)

Sources

- Housing Benefit Regulations 2006, Schedule 1:
<https://www.legislation.gov.uk/uksi/2006/213/schedule/1>
- Housing Benefit Regulations 2006, regulation 12:
<https://www.legislation.gov.uk/uksi/2006/213/regulation/12>
- DWP guidance for supported housing claims, paras 166 to 193:
<https://www.gov.uk/government/publications/housing-benefit-guidance-for-supported-housing-claims/housing-benefit-guidance-for-supported-housing-claims>
- *Allerdale BC v JD and Others* [2019] UKUT 304 (AAC):
https://assets.publishing.service.gov.uk/media/5dca92caed915d4e8517d9ab/CH_28_31_34_36_2019-00.pdf
- *ET v Rossendale BC* [2010] UKUT 222 (AAC):
https://hbinfo.org/wp-content/uploads/ch_3677_2008.doc
- *Carlisle City Council v SC* [2011] UKUT 480 (AAC): https://hbinfo.org/wp-content/uploads/ukut480-2011_0.rtf
- CIS/1460/1995: <https://www.casemine.com/judgement/uk/5a8ff7e860d03e7f57eb2c3d>
- *JB v Oxford City Council* [2011] UKUT 136 (AAC):
<https://administrativeappeals.decisions.tribunals.gov.uk/judgmentfiles/j3234/CH%200322%202010-00.doc>
- *Oxford City Council v Basey* [2012] EWCA Civ 115, summary:
<https://gardencourtchambers.co.uk/2012-02-welfare-benefits/>
- *Liverpool City Council v NM and WD* [2016] AACR 19:
<https://administrativeappeals.decisions.tribunals.gov.uk/judgmentfiles/j4679/%5B2016%5D%20AACR%2019ws.doc>
- *Wigan Council's appeal* [2009] UKUT 28 (AAC):
https://hbinfo.org/wp-content/uploads/caselaw/ch_1615_2008.doc

10. Reasonableness of Rent and Rent Restriction

In brief

- Exempt accommodation keeps the **"old scheme" rent rules** that applied before January 1996. Local Housing Allowance does not apply, and the Rent Officer's figure does not set the claimant's eligible rent.
- Under alternative regulation 13(3), the council can reduce the eligible rent only if the dwelling is **larger than reasonably required**, or the rent is **unreasonably high compared with suitable alternative accommodation elsewhere**. The council must then decide **how much** to reduce it by. These are two separate decisions.
- The test is whether the rent is unreasonably high **for the claimant to pay**, judged against the market for suitable alternative accommodation. It is not whether the rent is unreasonable for this landlord to charge, and the council does not have to look into the landlord's costs or funding (*Birmingham City Council v SS and SA* [2016] EWCA Civ 1211, [2017] AACR 8, paras 39 and 40).
- **"Suitable" means suitable for this claimant**, including their need for support (*Aylesbury Vale DC v ER* [2011] UKUT 160 (AAC), paras 53 and 54). The burden of showing that suitable cheaper accommodation exists is on the council (*CH/3528/2006*; *BM v Cheshire West and Chester Council* [2009] UKUT 162 (AAC), para 13).
- Many exempt accommodation tenants are in a **protected group** under alternative regulation 13(4). For them, no reduction can be made unless suitable cheaper accommodation is actually available and it is reasonable to expect them to move.
- At stage two the council has a **discretion**. Hardship and the risk of homelessness are relevant, and there is no automatic reduction to the comparator rent or to the Rent Officer's figure (*R v Westminster HBRB ex p Mehanne* [2001] UKHL 11).
- **SHP's position:** rent restriction is a legitimate tool for rents that are genuinely unreasonably high, used on proper evidence and with reasons. It is not a substitute for a scheme review, a service charge breakdown or a contrivance decision, and subsidy loss is never a reason to restrict.

The law

10.1 The legal framework

Where the rules are. For exempt accommodation, the Housing Benefit Regulations 2006 apply with alternative versions of regulations 12, 13 and 13ZA. These are set out in paragraph 5 of Schedule 3 to the [Housing Benefit and Council Tax Benefit \(Consequential Provisions\) Regulations 2006](#). They reproduce regulations 11 and 12 of the Housing Benefit (General) Regulations 1987 as they stood before the January 1996 changes (*R(H)* 4/09, paras 3 and 4; *BM*, para 17).

How the rules fit together. The order of the decisions matters:

1. **Eligible rent.** Work out the rent and eligible service charges, removing ineligible charges under Schedule 1 (alternative regulation 12; Chapter 9).
2. **Unreasonable payments.** Ask whether the dwelling is too large or the rent unreasonably high, and if so decide the reduction (alternative regulation 13).
3. **Rent increases.** During an award, ask whether an increase is unreasonable (alternative regulation 13ZA).

The DWP guidance follows the same order. It asks councils to get a rent breakdown and deal with service charges first, and then to consider whether "the total rent charged (after the consideration of eligible service charges and deduction of ineligible charges such as support costs) is unreasonably high compared to suitable alternative accommodation elsewhere (not just higher)" (paras 196 and 211).

Why it matters. A dispute about what a charge is for belongs under Schedule 1. A dispute about whether the overall level is too high belongs under regulation 13. Decision letters that mix them up are hard to understand and hard to defend on appeal.

10.2 The two-stage structure of alternative regulation 13(3)

Alternative regulation 13(3) requires the council to consider, "by reference to a determination or re-determination made by a rent officer ... or otherwise", whether:

- (a) the claimant occupies a dwelling larger than is reasonably required by the household, having regard to suitable alternative accommodation occupied by a household of the same size, or
- (b) "the rent payable for his dwelling is unreasonably high by comparison with the rent payable in respect of suitable alternative accommodation elsewhere".

If so, the council must treat the eligible rent "as reduced by such amount as it considers appropriate having regard in particular to the cost of suitable alternative accommodation elsewhere".

This gives two stages:

Stage	Question	Who has to show it
1	Is the dwelling too large, or is the rent unreasonably high compared with suitable alternative accommodation?	The council (<i>BM</i> , para 13; CH/3528/2006)
2	If so, what reduction is appropriate?	The council, using its discretion and giving reasons (<i>Mehanne</i> ; CH/4970/2002)

Once stage one is met, a reduction must be made, but its amount is a matter of judgment (*Mehanne*, Lord Hope, para 19; *Birmingham*, para 40). In shared supported housing the "too large" limb rarely arises. Almost all disputes are about limb (b).

10.3 What "unreasonably high" means

The Court of Appeal test. In *Birmingham*, Lindblom LJ held that:

"the concept of a rent being 'unreasonably' high in regulation 13(3) is that the rent is unreasonably high for the claimant to have to pay, rather than unreasonably high for a particular landlord to charge" (para 39)

An unreasonably high rent is one "higher than the rent one could reasonably be expected to pay" in the "relevant active market in property of the relevant description, type or class", in the words of Evans LJ in *R v East Devon DC HBRB ex p Gibson* (1993) 25 HLR 487 (para 39). The comparison "must be objective, realistic and complete" (para 39).

The landlord's costs. Regulation 13(3)(b) "does not compel the authority to enquire into the circumstances of the landlord" (para 40). The Court of Appeal overturned the Upper Tribunal, which had adjusted comparator rents to allow for the refuge's lack of subsidy (para 44). Concerns about vulnerable claimants

losing suitable accommodation are dealt with through the discretion in regulation 13(3) and the protections in regulation 13(4) and (9), not through the comparison of rents (para 44).

Subsidised comparators and "like with like". The phrase "like with like" comes from *Malcolm v Tweeddale DC HBRB* [1994] SLT 1212. Comparators do not have to come from the same type of landlord, and the level of public funding behind them is irrelevant to the comparison (*Birmingham*, para 44; DWP guidance, para 215). The Court of Appeal did not decide that *R v Coventry CC ex p Morgan* (also known as *ex p Waite*, 7 July 1995, unreported) was wrong. It did say that a strict "like with like" approach is "hard to ... reconcile" with regulation 13(3)(b), because it tends to exclude rents that belong in a true comparison (para 48).

What this means in practice. "Like with like" now means accommodation of a sufficiently similar type and tenure, suitable for the claimant. It does not mean accommodation run by landlords funded in the same way. What makes a comparator suitable is the claimant's needs (10.4), not the provider's business model.

What *Birmingham* did not decide. The Court of Appeal sent the cases back to the Upper Tribunal to decide whether the rents were in fact unreasonably high and, if so, the appropriate reduction, bearing *Mehanne* in mind. No published Upper Tribunal decision after the remittal has been found. *Birmingham* is authority on the approach, not on the outcome for the refuge's residents.

Purpose. The Court of Appeal in *Gibson* said that the rules exist to protect public funds, but were not designed to make people homeless. *Mehanne* makes the same point at stage two (10.7).

10.4 Suitable alternative accommodation

The regulations say only part of what "suitable" means. Alternative regulation 13(9)(a) requires the council to take account of "the nature of the alternative accommodation and the facilities provided having regard to the age and state of health" of the household. Where the claimant has security of tenure, the alternative must offer "security of tenure reasonably equivalent". These factors "are not exhaustive and must be read against the background of a general, undefined requirement that the accommodation be suitable" (CH/3528/2006, para 34).

The case law adds the following principles.

Principle	Authority
There must be an active market in accommodation of a suitable type, rent and location. The council need not name specific vacant properties.	<i>Gibson</i> ; CH/4306/2003; DWP guidance, para 228
If no comparable tenancies exist in the area, the regulation cannot be applied.	<i>ex p Waite</i> (Morgan), as summarised in the DWP HB Guidance Manual, A4.1123
Comparators must be local. Accommodation in a generally cheaper part of the country will not do.	<i>R v Waltham Forest LBC ex p Holder</i> (1997) 29 HLR 71; DWP guidance, para 218
The alternative must be suitable for this claimant, not for people in general. Its nature and facilities must suit the age and health of the household.	Alternative regulation 13(9)(a); CH/3528/2006, para 34; DWP guidance, para 214
The council must consider the claimant's actual housing needs, including their need for support. It need not look only for landlords who provide support, but it cannot ignore that need.	<i>Aylesbury Vale</i> , paras 53 and 54

Principle	Authority
The alternative must meet specific needs such as room sizes and wheelchair access.	CH/3528 to 3560/2007; CH/3528/2006, para 41
Accommodation can be available and still unsuitable because of personal circumstances. A claimant who says identified accommodation is unavailable should explain why.	<i>R v Oadby and Wigston BC ex p Dickman</i> (1996) 28 HLR 806
The claimant's evidence that their present home is particularly suitable must be dealt with.	<i>R v East Devon HBRB ex p Preston</i> (1998) 31 HLR 936
A substantial health risk from moving can be relevant to whether suitable accommodation exists, even though health is not a "relevant factor" under regulation 13(9)(b).	<i>R v Westminster HBRB ex p Pallas</i> [1997] EWHC Admin 818
Security of tenure is relevant to comparators, although its weight may be limited in a particular case.	Alternative regulation 13(9)(a); BM, paras 55 and 56
A social services assessment is not decisive on the claimant's accommodation needs. The decision-maker decides on all the evidence.	CH/3528/2006, para 35

Supported housing as the comparator. The DWP guidance accepts that general needs housing can be used as a comparator only "if it would be reasonable to expect the claimant to live there", and that for claimants with high care, support or supervision needs the suitable alternative "may need to be another supported housing scheme" (para 217). It also says that it is "inappropriate to use alternative accommodation that is less suitable for the claimant than their current accommodation" (para 217). SHP agrees. Where a claimant's needs mean that only supported accommodation is suitable, comparators should be supported schemes for a similar tenant group in the same general area.

What "suitable" does not require. The alternative need not be equivalent to the current accommodation. It can have fewer facilities, as long as it is an appropriate home for the claimant and the missing facilities are not needed (DWP guidance, para 216). The council has to show suitability for the claimant's needs, not a match with the provider's service model.

10.5 The council's burden of proof

Who has to prove what. "The burden of proof before the tribunal was on the Council" (BM, para 13). CH/3528/2006 explains the two burdens. The legal burden decides who wins if the evidence is evenly balanced. The evidential burden means the claimant does not have to answer until the council has made a case that requires an answer (paras 36 and 38).

What is not enough. In CH/3528/2006, the council relied on newspaper advertisements showing, "at most, the number of rooms available and the rent payable" (para 39). That did not create a case for the claimant to answer (paras 39 and 45). The tribunal should have decided that the eligible rent should not be restricted (para 48). R(H) 2/05 is to similar effect.

What is needed. To justify a restriction, the council would have to produce evidence "sufficiently general to show that there is alternative accommodation available at a lower rent while giving sufficient detail to show

that is suitable to the claimant's needs", and allow for the tribunal assessing those needs differently (CH/3528/2006, para 49).

A large list is not the same as suitable comparators. In *Aylesbury Vale*, the council identified 251 properties on a checklist of exclusive occupation of one bedroom with shared facilities (para 21). The tribunal was entitled to find the survey not wide-ranging enough, because it did not take account of the claimant's specific housing needs (para 53).

Reasons. *R v Macclesfield BC HBRB ex p Temsamani* [1999] EWHC Admin 168 (Forbes J, 24 February 1999) concerned a different restriction power under the 1987 Regulations, but is often cited on evidence. The DWP's own summary of the case says that councils must establish the relevant facts, have regard to all the circumstances, hold evidence of comparable rents, and be able to explain why the rent is too high and why the restricted figure is appropriate (HB Guidance Manual, A4, Annex B). The court also held that written reasons need not describe each comparator in detail, as long as the details were available and considered.

Tribunals and further evidence. Tribunals are inquisitorial. Because claimants have limited power to find comparators, the tribunal "may have to look to the local authority for any further evidence it needs" (*BM*, para 59).

The date of the decision. A tribunal cannot take into account circumstances that did not exist when the decision was made. Whether comparators were suitable "can be judged only by the evidence available of the circumstances at that time" (*BM*, paras 64 and 65). Councils should keep a dated record of the comparators they relied on.

10.6 Protected groups and "reasonable to expect the claimant to move"

Who is protected. Alternative regulation 13(4) applies where the claimant, or a member of the household covered by the regulation:

- has reached the qualifying age for State Pension Credit
- is incapable of work, or has limited capability for work
- is treated as capable of work, or as not having limited capability for work, under the relevant disqualification rules
- is a member of the same household as a child or young person for whom the claimant or partner is responsible

The DWP guidance explains how to verify each group (paras 220 to 226). Receipt of disability benefits such as Personal Independence Payment does not by itself mean a person is incapable of work (para 224).

The extra protection. For protected claimants, "no deduction shall be made ... unless suitable cheaper alternative accommodation is available and the authority considers that, taking into account the relevant factors, it is reasonable to expect the claimant to move from his present accommodation" (alternative regulation 13(4)). The council must make sure the claimant could actually obtain the accommodation if they wanted to move (DWP guidance, para 227). Accommodation is not available if there is little or no possibility of the claimant obtaining it, for example because of a deposit they cannot pay (para 229).

The relevant factors. The relevant factors are the effect of a move on the claimant's prospects of keeping their job and, where a move would mean a change of school, on a child's education (alternative regulation 13(9)(b); *R v Camden HBRB ex p W* (1999) 32 HLR 879 (CA); *R v Kensington and Chelsea ex p Carney* [1996] EWHC Admin 62). Health is not a relevant factor for this purpose, but it remains relevant to whether accommodation is suitable at all (*Pallas*; 10.4).

Why this matters in supported housing. A large proportion of exempt accommodation tenants have limited capability for work or have reached pension age. For them, a pool of cheaper comparators is not enough. The council has to show that suitable accommodation is actually obtainable and that a move is reasonable. In the protected cases, regulation 13(4) is intended to remove the gap between the eligible rent and the cost of suitable alternative accommodation (*Mehanne*, Lord Hope, para 21).

Other protections. No deduction can be made:

- for 12 months after the death of a member of the household, if the claimant stays in the same dwelling and the deduction had not already started (alternative regulation 13(5))
- during the first 13 benefit weeks, where the claimant could afford the rent when they took it on and has not had Housing Benefit in the previous 52 weeks (alternative regulation 13(7) and (8); DWP guidance, para 239)

10.7 Stage 2: how large the reduction should be

A discretion, not a formula. The council "was not required to determine the claimant's eligible rent by simply reducing his excess rent to his alternative rent ... the local authority was to exercise a judgment, or, as it is often called, a discretion" (*Mehanne*, Lord Bingham, para 7(4)). The amount "is not automatic or mandatory" (para 13). The Court of Appeal confirmed this in *Birmingham*: the council "is not obliged to reduce the eligible rent by the full amount of the difference" (para 43).

What is relevant. The council can consider "matters which could affect the mind of a reasonable and fair-minded person" (*Mehanne*, Lord Bingham, para 13). These include the claimant's personal and financial circumstances, the difficulty of finding somewhere else, and the risk of hardship, eviction and homelessness (*Mehanne*, Lord Hope, paras 25 to 27). Lord Hope said that reading the regulation so as to prevent a council from narrowing the gap where that would prevent homelessness "would seem to be contrary to good sense" (para 27).

The floor. The council must not reduce the eligible rent below the cost of suitable alternative accommodation (*Mehanne*, Lord Bingham, para 6; *R v Brent LBC ex p Connery* [1990] 2 All ER 353; DWP guidance, para 234).

Reasons. CH/4970/2002 "establishes the general principle that the amount of the reduction must be considered and reasons must be given for the decision" (*Aylesbury Vale*, para 58). In *Aylesbury Vale*, the council had met £133.57 a week for the same property the year before. A restriction below that figure was, "at first sight", hard to justify (para 58).

Subsidy. The council can be aware of its financial position, but it cannot restrict a rent on financial grounds alone (HB Guidance Manual, A4.1173). The DWP guidance is clear that councils "must not take the amount of subsidy payable into consideration when considering if a rent is unreasonably high" (para 243).

10.8 Rent increases (alternative regulation 13ZA)

The test. Where the eligible rent increases during an award, the council can restrict the increase if:

- (a) it is "unreasonably high having regard in particular to the level of increases for suitable alternative accommodation", or
- (b) it takes place less than 12 months after the previous increase and is unreasonable given the time since that increase (alternative regulation 13ZA(1))

The council can disallow the full increase or, "if it considers that a lesser increase was reasonable in all the circumstances", allow that lesser increase.

BM v Cheshire West and Chester Council. *BM* [2009] UKUT 162 (AAC) (CH/2036/2008, Judge Williams, 19 August 2009) is the leading case. The decision was made by Vale Royal BC, which later became part of Cheshire West and Chester. It held that:

- the increase must be looked at both as a percentage and as a cash sum, compared with the rents payable after the increase in comparator accommodation (para 51)
- the comparison must take into account the base rents and resulting rents of the comparators, not only their percentage increases (paras 52 and 53)
- there is no fixed checklist of relevant factors (CH/2214/2003, as explained in *BM*)
- where the requested increase is unreasonable, the decision-maker "must go on to take a second decision" on whether a lesser increase is reasonable, identify it, and say why (paras 57 and 58). Simply adopting the council's 3.5% was not enough.

Improvements and changes in cost. Improvements to the property may justify an increase, and the council decides whether they do (DWP guidance, para 237). When an increase is notified, the council should ask for a new breakdown and compare it with the previous year's (para 238).

10.9 What goes into the rent

Voids and long-term maintenance. In CH/3528/2006, the claimant's rent "includes payments for voids and long-term maintenance" (paras 1 and 19). These are part of the rent, tested as part of the whole under regulation 13. They are not picked off as ineligible service charges under Schedule 1.

No standard void rate. In *ET v Rossendale BC* [2010] UKUT 222 (AAC), the Upper Tribunal explained that CH/3548/2006 did not set 10% as a standard voids allowance, and decided the allowance on the evidence (paras 41 to 43). The right figure depends on the scheme's actual void history and how it operates.

Lease costs and the core rent. The core rent usually reflects a head lease or the landlord's property costs. The DWP guidance describes leases of 3 to 10 years, and longer leases of 21 to 99 years, often on full repairing and insuring terms with uplifts linked to the Consumer Price Index (para 127). Bristol City Council's evidence to the Select Committee shows a real breakdown of an exempt rent of £218.49 a week, with a core property cost of £100, which it described as "inherently reasonable" and good value for money ([Bristol City Council, EXA 115](#)).

Service charges. Eligible service charges form part of the eligible rent. Whether a particular charge is eligible, or excessive for the service provided, is a Schedule 1 question (Chapter 9). Whether the overall eligible rent is unreasonably high is a regulation 13 question.

10.10 Rent Officer referrals

When a referral is needed. All exempt accommodation claims must be referred to the Rent Officer unless an exclusion applies (DWP guidance, para 242). Where the landlord is a registered housing association and the council decides the rent is not unreasonably high, no referral is needed (para 243). Where the landlord is not a registered housing association, a referral must be made for subsidy purposes whether or not the rent is reasonable (para 244). The referral must include the net rent after the listed ineligible support charges have been valued and deducted (paras 246 to 250).

What the determination does. The determination sets subsidy. It "should therefore give the local authority a starting point" for applying regulation 13 (*Aylesbury Vale*, para 16). It is not a cap. In old scheme cases, the council cannot restrict to the Rent Officer's figure unless suitable alternative accommodation is available and it is reasonable to expect the claimant to move (*R(H) 4/09*, para 5). The council must have regard to the determination, but it is not conclusive (HB Guidance Manual, A4.1122).

How subsidy works. In general, no subsidy is paid on Housing Benefit attributable to rent above the Rent Officer's determination. The main exception is where the council concludes that it cannot reduce the eligible rent because of alternative regulation 13(4), (5) or (7), or 13ZA. In that case, subsidy is paid at 60% on the excess ([HB subsidy guidance manual 2025 to 2026](#), paras 770 and 771). Bristol's evidence shows how this works in practice. A council paying £218 a week against a Rent Officer figure of £110 bears £43.20 a week for a protected claimant and £108 for an unprotected one ([Bristol City Council, EXA 115](#)).

SHP's position. The subsidy loss is real and falls on councils, including on well-run commissioned schemes provided by charities that are not registered providers. It is a matter for government to address. It is not a lawful reason to restrict an individual claimant's rent, and decisions driven by subsidy will not survive an appeal.

10.11 Where rent reasonableness overlaps with exempt status and contrivance

If the accommodation is not exempt. Where the landlord does not provide care, support or supervision to a more than minimal extent, the accommodation is not exempt and the ordinary rent rules apply (R(H) 7/07; R(H) 4/09; Chapters 5 to 8). In R(H) 4/09, the councils restricted to the Rent Officer's figure on that basis, and the Commissioner upheld their decisions (paras 8, 265 and 267).

If the arrangement is contrived. Where the real concern is that a rent has been inflated to obtain Housing Benefit, for example through head leases, connected companies or circular flows of money, the right question may be contrivance under regulation 9(1)(l), not rent restriction. The Upper Tribunal has confirmed that contrivance can be established by evaluative judgment on the arrangement as a whole (*FYE v Middlesbrough City Council and GPZ v Sunderland City Council* [2026] UKUT 157 (AAC); Chapter 11).

The rent escalator. Bristol described a "rent escalator", where "each rent used in an exempt claim agreed by a LA sets a new comparator benchmark against which future claims will be judged" ([Bristol City Council, EXA 115](#)). This is a real risk where comparators are drawn only from other exempt rents already in payment. It is one reason why councils should test core property costs against the open market, and why providers should be able to show that their lease costs are at arm's length.

Use the right tool. Each tool answers a different question:

Concern	Right question	Chapter
The landlord provides little or no support	Is the accommodation exempt?	5 to 8
A charge is for support, care or personal items	Is the service charge eligible under Schedule 1?	9
A charge is too high for the service provided	Is the eligible charge excessive under Schedule 1, para 4?	9
The overall rent is higher than suitable alternatives	Is the rent unreasonably high under alternative regulation 13?	10
The arrangement was set up to take advantage of Housing Benefit	Is the liability contrived under regulation 9(1)(l)?	11

Rent restriction stretched to do the job of another tool tends to fail on appeal, and leaves the underlying problem in place.

The guidance

The DWP guidance covers eligible rent and rent restriction at paras 194 to 250. It is largely consistent with the case law (Chapter 3, 3.2).

Para	What the guidance says	SHP's view
196	Get a rent breakdown and deal with service charges before considering restriction.	Agreed. The order matters (10.1).
203	Exempt accommodation uses the old scheme rules.	Agreed.
204 to 206	Councils should set local indicators of reasonable rents as triggers for further action. These may vary by type of supported housing and household.	Agreed, provided they are triggers for scrutiny and never caps. A rent above an indicator still needs the full two-stage decision. The "rent caps" in the rent policy statement were written for social rent setting, not for regulation 13, and should be treated as context only.
207 to 209	Councils should collaborate internally, with commissioners and housing options, and with neighbouring councils.	Agreed. This is the best protection against both unreasonably high rents and unnecessary restrictions.
210	Each case must be considered individually.	Agreed (<i>Mehanne</i>).
211	Councils need not consider whether the landlord could provide the accommodation at a lower rent.	Consistent with <i>Birmingham</i> , paras 39 and 40.
213 and 214	Security of tenure must be similar; size, condition and facilities must suit the household's age and health.	Consistent with alternative regulation 13(9)(a) and <i>BM</i> .
215	The type of landlord and its public funding are irrelevant to comparators.	Consistent with <i>Birmingham</i> , para 44.
216 and 217	The alternative need not be equivalent. General needs housing can be used only if it is reasonable for the claimant to live there; claimants with high needs may need another supported scheme. Less suitable accommodation is inappropriate.	Agreed, and consistent with <i>Aylesbury Vale</i> .

Para	What the guidance says	SHP's view
218	Comparisons from outside the area are possible if local ones cannot be made, as long as costs do not differ widely.	Consistent with <i>Holder</i> . Use with care, and explain why local comparisons were not possible.
219	Cheaper suitable accommodation must exist, but need not be available to move into.	Correct for unprotected claimants only. For protected claimants, it must be available (para 227). In supported housing, check protection first.
220 to 233	Protected groups, availability and the relevant factors for moving.	Consistent with alternative regulation 13(4) and (9)(b).
234	The council can restrict by any appropriate amount, but not below the cost of the suitable alternative.	Consistent with <i>Mehanne</i> . The guidance should also say that the amount is a discretion with reasons.
235 to 238	Unreasonable increases; improvements; ask for a new breakdown and compare with last year.	Consistent with <i>BM</i> , which adds that increases must be judged in cash as well as percentage terms.
239	Protections after a death and in the first 13 weeks.	Consistent with alternative regulation 13(5) and (7).
240 and 241	Notify quickly, with reasons and appeal rights.	Agreed. Reasons should cover both stages.
242 to 250	Rent Officer referrals; subsidy must not affect whether a rent is unreasonably high.	Agreed. The determination is a starting point, not a cap (<i>Aylesbury Vale</i> , para 16).

The footnotes to this part of the guidance do not always line up with the text they support. For example, footnote 63, on the floor in para 234, cites regulation 13ZA. Decision-makers should cite the regulations and cases directly.

Good practice

SHP's position. Councils can and should restrict rents that are genuinely unreasonably high, and the law allows them to. A lawful restriction needs proper evidence of suitable alternatives for this claimant, respect for the protected groups, and a reasoned decision on the amount. Providers cannot answer a valid comparison by pointing to their own costs. They can expect decisions to be evidenced, specific to the claimant and explained.

For councils:

- Deal with service charges under Schedule 1 first. Then ask whether the eligible rent is unreasonably high.
- Record the claimant's needs, including support needs, before choosing comparators.

- Check whether the claimant is in a protected group. If so, look for comparators that are actually obtainable and decide whether a move is reasonable on the permitted factors.
- Use comparators that are local, current and suitable for this claimant, with enough detail to show why. Advertised asking rents are not enough.
- Where only supported accommodation would be suitable, compare with supported schemes for a similar tenant group, wherever their funding comes from.
- Make the stage two decision expressly. Consider hardship, the risk of homelessness and the rent previously met, and give reasons for the figure chosen.
- Treat the Rent Officer's determination as a starting point. Never let subsidy drive the decision.
- Keep a dated file of the comparators relied on and the evidence of the claimant's needs at the date of decision.
- Ask only for information that is reasonably required under regulation 86, and explain why what you hold is not enough (Appendix 9).

For providers:

- Provide a clear rent and service charge build-up, with the basis for each line (Appendix 8). Separate core rent, voids, maintenance, management and eligible services.
- Be able to show that core lease costs are at open-market levels and agreed at arm's length.
- Base void and maintenance allowances on your actual history, not a standard percentage.
- Give notice of increases in writing, with the cash and percentage change and the cost lines that have changed.
- Keep evidence of your tenant group's needs. It is relevant to suitability, not only to exempt status.
- Where a restriction looks wrong, ask which comparators were used and why they were thought suitable. Then respond on the law and the evidence.

Evidence

Reasonable evidence for a rent reasonableness decision will usually include:

Evidence	From	Purpose
Rent and service charge build-up	Provider	Separates core rent, voids, maintenance, management and services (DWP guidance, para 196)
Head lease or property cost evidence	Provider	Shows whether the core cost is at open-market level
Void and maintenance history	Provider	Supports the allowances in the rent (<i>ET v Rossendale</i>)
Previous year's breakdown and explanation of any increase	Provider	Allows the comparison required by <i>BM</i> and para 238
Assessment of the claimant's needs, including support	Provider, with the claimant's consent	Defines what accommodation would be suitable (<i>Aylesbury Vale</i>)

Evidence	From	Purpose
Evidence of protected status	Council records, DWP, claimant	Decides whether regulation 13(4) applies
Comparator schedule: address or area, type, facilities, support, tenure, rent, date	Council	Shows an active market in suitable accommodation (CH/3528/2006, para 49)
Evidence that comparators are obtainable	Council	Needed for protected claimants (DWP guidance, para 227)
Rent Officer determination	Council	Starting point and subsidy figure
Record of the stage two reasoning	Council	Shows the discretion was exercised (<i>Mehanne</i> ; CH/4970/2002)

Finding common ground

Agree the comparator set in advance. Councils and providers can agree, for each type of scheme, what kinds of accommodation would be suitable for the tenant group and where to look. This takes much of the heat out of individual decisions.

Use one rent build-up format. A shared template, such as Appendix 8, means both sides look at the same figures in the same order. Bristol's real example shows that a transparent build-up can demonstrate good value as well as expose excess.

Talk before restricting. A council concerned about a rent can raise it with the provider and ask for the build-up and lease evidence before making a decision. Many concerns are resolved at that stage, either by an explanation or by the provider adjusting the rent.

Plan increases together. Providers that give advance notice of increases, with reasons, and councils that respond promptly, avoid most 13ZA disputes.

Keep the tools separate. Agreeing which question is being asked (exempt status, service charges, rent level or contrivance) prevents decisions that fail on appeal and keeps discussion on the evidence.

Key cases and cross-references

Case	Point	Chapter
<i>Birmingham City Council v SS and SA (Roshni intervening)</i> [2016] EWCA Civ 1211, [2017] AACR 8	Unreasonably high for the claimant to pay; no need to look into landlord's costs or funding; discretion on amount	10.3, 10.7
<i>R v Westminster HBRB ex p Mehanne</i> [2001] UKHL 11, [2001] 1 WLR 539	Discretion on the amount; hardship and homelessness relevant; floor at the cost of the alternative	10.7
<i>R v East Devon DC HBRB ex p Gibson</i> (1993) 25 HLR 487	Active market; purpose of the rules	10.3, 10.4
<i>Aylesbury Vale DC v ER</i> [2011] UKUT 160 (AAC) (CH/1961/2010)	Claimant's actual needs including support; Rent Officer figure a starting point; reasons for amount	10.4, 10.7, 10.10

Case	Point	Chapter
CH/3528/2006	Burdens of proof; adverts not enough; voids and long-term maintenance are rent	10.5, 10.9
<i>BM v Cheshire West and Chester Council</i> [2009] UKUT 162 (AAC) (CH/2036/2008)	Burden on council; rent increases in cash and percentage terms; lesser increase; date of decision	10.5, 10.8
<i>ET v Rossendale BC</i> [2010] UKUT 222 (AAC) (CH/3677/2008)	No standard void rate	9, 10.9
<i>R v Macclesfield BC HBRB ex p Temsamani</i> [1999] EWHC Admin 168	Evidence of comparables and reasons	10.5
<i>R v Coventry CC ex p Morgan (ex p Waite)</i> , 7 July 1995, unreported	Like with like; comparable tenancies must exist	10.3, 10.4
R(H) 4/09	Rent Officer figure not a cap in protected old scheme cases; non-exempt cases	10.10, 10.11
<i>FYE v Middlesbrough City Council and GPZ v Sunderland City Council</i> [2026] UKUT 157 (AAC)	Contrivance by evaluative judgment	10.11, 11

The other cases in this chapter are listed in Appendix 1.

- **Related chapters:** Chapter 3 (the DWP guidance); Chapters 5 to 8 (exempt status); Chapter 9 (service charges); Chapter 11 (contrivance); Chapter 19 (decisions and notifications); Chapter 20 (appeals)
- **Appendices:** Appendix 1 (table of cases); Appendix 2 (extracts from the legislation); Appendix 8 (rent and service charge build-up); Appendix 9 (regulation 86 letter)

Sources

- Consequential Provisions Regulations 2006, Schedule 3, paragraph 5 (alternative regulations 13 and 13ZA): <https://www.legislation.gov.uk/uksi/2006/217/schedule/3/paragraph/5>
- DWP guidance for supported housing claims, paras 194 to 250: <https://www.gov.uk/government/publications/housing-benefit-guidance-for-supported-housing-claims/housing-benefit-guidance-for-supported-housing-claims>
- DWP HB Guidance Manual, A4 Eligible rent: <https://assets.publishing.service.gov.uk/media/5a7bac56e5274a7202e18aeb/hbgm-a4-eligible-rent.pdf>
- HB subsidy guidance manual 2025 to 2026: <https://www.gov.uk/government/publications/housing-benefit-subsidy-guidance-manual-2025-to-2026/housing-benefit-subsidy-guidance-manual-2025-to-2026>
- *Birmingham City Council v SS and SA* [2017] AACR 8: <https://administrativeappeals.decisions.tribunals.gov.uk/judgmentfiles/j4160/%5B2017%5D%20AACR%208ws.rtf>
- *Mehanne* [2001] UKHL 11: <https://publications.parliament.uk/pa/ld200001/ldjudgmt/jd010308/mehann-1.htm>

- *Aylesbury Vale DC v ER* [2011] UKUT 160 (AAC):
<https://administrativeappeals.decisions.tribunals.gov.uk/judgmentfiles/j3258/CH%201961%202010-00.doc>
- *BM v Cheshire West and Chester Council* [2009] UKUT 162 (AAC):
<https://administrativeappeals.decisions.tribunals.gov.uk/judgmentfiles/j2749/CH%202036%202008-00.doc>
- CH/3528/2006: https://hbinfo.org/wp-content/uploads/caselaw/ch_3528_2006_01.doc
- R(H) 4/09: https://hbinfo.org/wp-content/uploads/r_h_4_09.rtf
- *ET v Rossendale BC* [2010] UKUT 222 (AAC):
https://hbinfo.org/wp-content/uploads/ch_3677_2008.doc
- Bristol City Council, written evidence to the Exempt Accommodation inquiry (EXA 115):
<https://committees.parliament.uk/writtenevidence/43790/pdf/>
- hbinfo, UK courts decisions (including *Temsamani*): https://hbinfo.org/caselaw_types/uk-courts/

11. Contrivance and Abuse of the Benefit System

In brief

- Regulation 9(1)(l) treats a claimant as not liable for rent where the council "is satisfied that the liability was created to take advantage of the housing benefit scheme". If it applies, the claim fails completely. Nothing is paid, not just a reduced amount.
- "Take advantage" means **abuse**: an improper or unfair advantage. Deliberately arranging matters so that the exempt accommodation rules apply is not, by itself, enough (*Salford City Council v PF* [2009] UKUT 150 (AAC), para 53).
- Letting only to tenants with a genuine need for support, with a view to a higher eligible rent, is not an abuse. There will be an abuse if the rent is "unfairly or improperly high, having regard in particular to the cost of providing the accommodation" (*Salford*, para 66).
- In *FYE v Middlesbrough City Council and GPZ v Sunderland City Council* [2026] UKUT 157 (AAC), the Upper Tribunal upheld findings of contrivance in a lease-based model. It confirmed that the test requires findings of fact, followed by an **evaluative judgment** on the arrangement as a whole, and that council decision-makers need not give evidence.
- **Profit is not an essential feature.** What matters is whether the liability was created to take advantage of the scheme (*FYE*, paras 41 and 42).
- **Valid paperwork is not a defence.** Regulation 9(1)(l) only applies where there is a real legal liability. The question is why that liability was created.
- **SHP's position:** contrivance is the right tool for the arrangements used by a significant number of often property and/or investor-led landlords to exploit supported housing. It is the wrong tool for genuine providers whose schemes rely on Housing Benefit. Scrutiny should be proportionate, focused on the evidence that matters and fair to tenants, who are rarely responsible for how their tenancies were set up.

The law

11.1 Regulation 9(1)(l) and the evaluative judgment

The wording. Regulation 9(1) of the Housing Benefit Regulations 2006 lists circumstances in which "a person who is liable to make payments in respect of a dwelling shall be treated as if he were not so liable". Sub-paragraph (l) applies:

"in a case to which the preceding sub-paragraphs do not apply, [where] the appropriate authority is satisfied that the liability was created to take advantage of the housing benefit scheme"

If it applies, the claimant does not satisfy the basic condition of liability in section 130(1)(a) of the Social Security Contributions and Benefits Act 1992 and is not entitled to Housing Benefit (*FYE*, para 8).

What "take advantage" means. The case law is consistent:

- there must be "something in the nature of an abuse of the scheme. The scheme must have been taken advantage of in some way unfairly or improperly" (*Salford*, para 53, following CH/39/2007, para 19 and CH/136/2007, para 47, both exempt accommodation cases)
- "It is not sufficient merely that a landlord has deliberately arranged matters so that the more favourable housing benefit regime will apply" (*Salford*, para 53)
- "take advantage" is used in the sense of "an improper advantage being taken" (*FYE*, para 16)

- abuse is not the same as bad faith on the part of the claimant (*R v Solihull MBC HBRB ex p Simpson* [1995] 1 FLR 140 (CA), as cited in *R v Sheffield HBRB ex p Smith* (1994) 28 HLR 36)

When the test is applied. The focus is on "the creation of the tenant's liability, which means the time when the tenancy was made". Later evidence can be used if it helps to show that the liability was a contrivance when it was created (FYE, para 16).

A judgment, not just a finding of fact. Most of regulation 9(1) identifies a fact, such as living in residential accommodation. Sub-paragraph (l) asks whether the authority "is satisfied", which "reflects the element of judgment involved" (FYE, para 26). The decision-maker first finds the facts. They then decide whether, taking all relevant facts and circumstances into account, the liability was created to take advantage of the scheme (para 25). The balance of probabilities applies to the findings of fact, not to the evaluative judgment (para 35).

The consequence. Where the exempt accommodation rules do not apply, or the rent can be reduced under regulation 13, the effect is a lower eligible rent. Where regulation 9(1)(l) applies, the claim fails altogether, and "no question whether some other available method of control would be more appropriate can arise" (*Salford*, para 58).

11.2 *FYE v Middlesbrough City Council and GPZ v Sunderland City Council* [2026] UKUT 157 (AAC)

The decision. Upper Tribunal Judge Jacobs decided the two lead cases, from a block of 34 appeals, on 20 April 2026 (*FYE and GPZ*). He upheld the First-tier Tribunal's decision of 29 April 2024 that the claimants' liabilities had been created to take advantage of the scheme.

The model. A company acquired and adapted properties, which were let to a charity, My Space Housing Solutions, which provided accommodation and support to claimants. The Upper Tribunal said there is "in principle nothing objectionable about that model" (para 11). "The ultimate issue in this case was whether the way the model was used involved a contrivance" (para 12).

The facts found. The properties were bought by one company and immediately sold to another "at a huge profit", then let to the charity "with no break clauses and full repairing responsibilities" (para 14). The First-tier Tribunal's reasons included the following, quoted by the Upper Tribunal at para 15. References in this chapter to para 15(a) to (i) are to this list:

- a close and controlling relationship between one individual, the charity and his profit-making companies
- "unconscionable lease arrangements" which were probably influenced by that individual to inflate the value of the assets
- a preferential loan from the charity to set up a profit-making company owned by the same individual
- a yearly "support income" donation from that company, on which the charity depended to avoid trading insolvently, and without which there was no funding for the support that made the accommodation exempt
- significant profits apparently made by that individual and his companies at public expense
- a charity run "a lot like a private company", including unlawful payments to trustees
- base rents set by dividing the head lease rent by the number of units, instead of by reference to social rent levels

One factor alone was enough. The First-tier Tribunal found that the charity never had an income source for support other than money from the individual's company, which depended on the company continuing to

buy properties for the charity to lease. "This fact alone strikes us as being sufficient to demonstrate that the liability has been created to take advantage of the housing benefit scheme" (First-tier Tribunal, para 114, accepted by the Upper Tribunal at para 59).

The points of law. The Upper Tribunal held that:

- council decision-makers are not called to give evidence of their thought processes. They may make submissions, but evidence from them is irrelevant to the evaluative judgment (paras 24, 25 and 28)
- the First-tier Tribunal makes a complete reconsideration of entitlement (para 23)
- a financially qualified tribunal member can use their experience to assess the evidence, and that experience is given appropriate respect on appeal (paras 30 and 48)
- on the facts found, "there was only one judgment that it could properly make ... there was a contrivance" (para 32)
- the parliamentary report on exempt accommodation was legitimately used as background, not as a statement of the law (paras 38 to 40)
- the support issue did not need deciding, because contrivance was decisive (paras 4 and 59)

The tenants. The claimants were all "disabled and vulnerable to some extent" and "were not involved directly or personally in creating their tenancies; this was handled by others on their behalf" (para 5).

11.3 Warning signs

The cases and the DWP guidance identify the features that call for closer enquiry. None is a finding of contrivance on its own. They are reasons to ask questions.

Area	Warning sign	Source
Financial model	No source of income for support other than payments from the owner or a connected company; a model that must keep growing to stay solvent	FYE, First-tier Tribunal paras 113 and 114
Financial model	The provider depends on loans or "donations" from the landlord or developer	FYE, para 15(c) and (d)
Rent setting	Rent derived from the head lease cost divided by units, not from the cost of providing the accommodation or local rent levels	FYE, para 15(g); <i>Salford</i> , paras 93 and 94
Rent setting	Rent significantly higher than reasonably necessary to cover costs	<i>Salford</i> , para 62
Rent setting	Rent justified by notional borrowing over an unreasonably short term or at an unreasonably high rate	<i>Salford</i> , para 63

Area	Warning sign	Source
Lease terms	Long leases with no break clause, full repairing and insuring terms, and uplifts that pass all the risk to the provider	FYE, para 14; DWP guidance, paras 126 to 128
Lease terms	Head lease rent that is very high relative to the property's value	Salford, para 94 (more than 11% of capital value)
Lease terms	Property sold on between connected companies at a large uplift before being leased	FYE, para 14
Connected companies	The same people controlling, funding and profiting from the provider, the property owner and other linked companies	FYE, para 15(a); DWP guidance, para 131
Circular flows	Rent paid out under the head lease, with money coming back to the provider to fund support, which may mean support is charged twice	Salford, para 96; FYE, para 15(d)
Governance	Payments to trustees, or a charity or CIC run like a private company	FYE, para 15(f)
Support	Tenants without a genuine need for support, or support not properly provided, suggesting tenants were selected to unlock exempt status	FYE, para 15(h) and (i); Salford, para 68

Where to look. The DWP guidance suggests councils look into the relationship between the landlord and the owner, compare directors and people with significant control at Companies House, and examine the lease to see whether the owner has excessive influence (paras 130 to 132).

Two questions, not one. A landlord with no real control over rents and lettings may be a managing agent, in which case the owner is the landlord and, if it is profit-making, the accommodation is not exempt (DWP guidance, para 132; Chapter 5). That question comes before contrivance. Contrivance applies only where none of the other parts of regulation 9(1) do.

11.4 Profit is not required. The test is abuse.

Profit is not essential. In FYE, the level of rents was enough to show a profit from public funds. "Whether that profit went to the charity or ultimately to the head landlord does not matter. What matters is that the claimants' liability was created to take advantage of the scheme" (para 41). The judge added that profit "will often, or even regularly, be a feature of a contrivance", but need not be: "What matters is that public funds are spent unnecessarily or inappropriately" (para 42). He said he did not have to decide that point, so it is a strong indication, not a binding ruling.

Commercial profits by others are not, by themselves, an abuse. The not-for-profit test for qualifying landlords is about the landlord itself. Bona fide, arm's length arrangements with contractors and lessors who

make a profit do not defeat it (*Wirral BC v MF* [2013] UKUT 291 (AAC), [2014] AACR 12; Chapter 5). *Wirral* approved *Salford* and advised a sequential approach: check the landlord's constitution and accounts, then other matters relevant to exempt status or anti-abuse provisions, then where relevant look outside the landlord.

Higher rents can be legitimate. The exempt accommodation rules were kept so that Housing Benefit "would continue to meet rents at levels that reflected the higher costs of providing this type of accommodation" (*Salford*, para 54, quoting the Social Security Advisory Committee). Supported housing may cost more because properties need to be larger, tenants may cause more damage, and more intensive housing management may be needed (para 60).

Where the line falls. Putting these together:

- a rent that reflects the genuine, higher costs of supported housing is not an abuse, even though Housing Benefit pays it
- a rent "significantly higher than reasonably necessary to cover costs" may be (*Salford*, para 62)
- an arrangement designed so that public money flows through the scheme to connected interests, or so that exempt status depends on funding that only exists because of the arrangement, may be an abuse whether or not anyone makes a profit (*FYE*, paras 41 and 42)

11.5 Valid paperwork does not prevent a finding of contrivance

The liability is real. Regulation 9(1) applies only to "a person who is liable to make payments". It assumes a genuine legal liability, and asks whether the person should be "treated as if he were not so liable". A properly drafted tenancy, a registered charity and a signed lease are therefore the starting point, not the answer.

What the tribunal looked at. In *FYE*, the leases, the charity and the support arrangements were real legal structures. The First-tier Tribunal looked behind them at the relationships between the people and entities, the lease terms, the flow of money, the accounts and the way rents were set (para 15). The Upper Tribunal found that it was entitled to make every finding relevant to contrivance (para 31).

What this means for councils. A council does not have to accept that a scheme is beyond challenge because the documents are in order. It does need evidence for the facts it relies on, and a clear explanation of why those facts, taken together, show that the liability was created to take advantage of the scheme.

What this means for providers. Providers should expect councils to look at the whole arrangement, including the accounts, the lease, the ownership chain and the funding of support. The answer to a well-founded concern is evidence of genuine independence, not a technical argument about the paperwork.

11.6 Fairness to genuine providers: proportionate scrutiny

Relying on Housing Benefit is not an abuse. Most supported housing schemes rely on Housing Benefit for their housing costs. "The mere fact of letting only to tenants who have a genuine need for support, and to whom the landlord will provide support, with a view to obtaining a higher rent eligible for housing benefit, is not an abuse" (*Salford*, para 66). A decision based only on the fact that a scheme is funded by Housing Benefit would be wrong in law.

Funding extra services is not in itself contrived. Many genuine providers fund services such as education, training and employment support from their own resources or fundraising. That is different from support funded through payments that only exist because of the property arrangement, as in *FYE*.

SHP's position on "support charges". Some providers charge tenants £15 to £20 a week for ineligible "support" in the belief that this is needed to qualify as exempt accommodation. It is not needed: intensive housing management and maintenance can be support and supervision (Chapter 7). Charging tenants for notional support to meet a mistaken expectation is wrong, and when paired with a high lease charge, it is a warning sign.

Fairness to tenants. In *FYE*, the tenants had no part in creating their tenancies (para 5). A finding of contrivance leaves them liable for rent with no Housing Benefit. Before refusing, councils should:

- tell the claimant and, with consent, the provider what the concerns are and give them a chance to respond
- involve housing options and commissioners early, so that tenants at risk of losing their homes are identified
- consider whether another tool, such as exempt status, service charges or rent restriction, deals with the concern more proportionately. If the evidence shows contrivance, though, regulation 9(1)(l) applies (*Salford*, para 58)

Proportionate enquiry. Councils should ask for information that is "reasonably required" (regulation 86; Chapter 12), starting with what is publicly available, such as Companies House and Charity Commission records, and the provider's accounts and lease. Detailed enquiry should follow the warning signs, not be applied to every scheme.

[Placeholder: update this section when the licensing regime and National Supported Housing Standards under the Supported Housing (Regulatory Oversight) Act 2023 come into force.]

The guidance

The DWP guidance does not mention regulation 9(1)(l) by name, but its section on lease-based schemes deals with the same concerns (paras 126 to 133).

Para	What the guidance says	SHP's view
126 to 128	Lease-based provision has grown quickly and carries risks for tenants, councils and landlords. The Regulator of Social Housing has highlighted the governance and viability risks.	Agreed. These risks are about how the model is used, not the model itself (<i>FYE</i> , para 11).
129	The same rules apply to lease-based claims as to any other.	Agreed.
130	Councils can look into the relationship between landlord and owner to see whether it is commercial, or whether the scheme may have been set up to take advantage of the scheme.	Agreed. This is the regulation 9(1)(l) question.

Para	What the guidance says	SHP's view
131	Councils can compare directors and people with significant control at Companies House, and ask how conflicts of interest are managed.	Agreed, as a proportionate first step.
132	Where lease terms leave the landlord without a landlord's usual freedom, it may be a managing agent.	Agreed. Decide this before contrivance (11.3).
133	Lease-based schemes run with good governance and financial viability can be a legitimate and positive way to provide supported housing.	Agreed. SHP strongly supports this statement.

Good practice

For councils:

- Start with the right question. Decide whether the landlord qualifies and whether it is a managing agent (Chapter 5) before considering contrivance.
- Use public sources first: Companies House, the Charity Commission, the Regulator of Social Housing, and the provider's published accounts.
- Ask for the head lease, the ownership chain, the rent build-up and an explanation of how support is funded. Explain why each is reasonably required.
- Record the facts you rely on, with the evidence for each, and then explain the judgment you draw from them taken together (FYE, paras 25 and 27).
- Focus on the time the liabilities were created, using later evidence only to explain that (FYE, para 16).
- Put your concerns to the provider and claimant before deciding, and consider their response.
- Never refuse a claim only because a scheme relies on Housing Benefit, or because a lessor or contractor makes a commercial profit.
- Plan for the tenants: involve housing options and commissioners before refusals take effect.

For providers:

- Be able to show genuine independence from the property owner, with arm's length lease terms negotiated in the provider's interests.
- Set rents from the actual cost of providing the accommodation and services, not from the head lease divided by units.
- Have a lawful, sustainable funding model for any support that is not eligible for Housing Benefit, and be able to explain it.
- Assess needs before tenants move in, and only let to people who need what you provide.
- Keep governance real: independent trustees or directors, managed conflicts of interest, and no payments that amount to disguised profits.

- If a council raises concerns, answer them with evidence, early and openly.

Evidence

Reasonable evidence where contrivance is in question will usually include:

Evidence	Purpose
Constitution, Articles of Association or charity governing document	Confirms the landlord's type and not-for-profit status (<i>Wirral BC v MF</i>)
Annual accounts, including related party transactions	Shows how income is used, and any loans, donations or payments to connected parties
Head lease and any side agreements	Shows the term, break clauses, repairing obligations, uplifts and the owner's influence
Ownership chain and recent sale history of the properties	Identifies connected transactions and value uplifts (<i>FYE</i> , para 14)
Companies House and Charity Commission records	Identifies shared directors, people with significant control and conflicts of interest (DWP guidance, para 131)
Rent and service charge build-up	Shows whether the rent reflects costs or the head lease (<i>Salford</i> , paras 62 and 93)
Explanation of how support is funded	Shows whether exempt status depends on funding created by the arrangement (<i>FYE</i> , First-tier Tribunal para 114)
Referral, assessment and support records	Shows tenants' genuine needs and the support provided
Conflict of interest policy and board minutes	Shows independent governance

Appendix 11 provides a contrivance risk indicators checklist based on this chapter.

Finding common ground

Agree that the model can be legitimate. Councils, providers and the Upper Tribunal all accept that lease-based supported housing can be legitimate and valuable (*FYE*, para 11; DWP guidance, para 133). Starting there keeps the discussion on how a particular scheme is run.

Share the concern. Genuine providers are harmed by the arrangements of a significant number of often property and/or investor-led landlords, which bring supported housing into disrepute. They have as much interest as councils in those arrangements being challenged.

Be open early. Providers that share their lease, accounts and funding model at the start of a relationship rarely face contrivance arguments later. Councils that explain what they need and why get better evidence faster.

Keep the tools separate. Contrivance is the most serious finding a council can make on a claim. Using it only where the evidence supports it, and using the other tools for other concerns (Chapter 10, 10.11), protects both tenants and public money.

Key cases and cross-references

Case	Point	Chapter
<i>FYE v Middlesbrough City Council and GPZ v Sunderland City Council</i> [2026] UKUT 157 (AAC)	Contrivance in a lease-based model; findings of fact and evaluative judgment; decision-makers not witnesses; profit not essential	5, 10.11, 11
<i>Salford City Council v PF</i> [2009] UKUT 150 (AAC) (CH/577/2009 and others)	Abuse required; letting to tenants with genuine support needs is not abuse; rents significantly above costs; head lease concerns	11
CH/39/2007 (with CH/55/2007 and CH/58/2007)	Meaning of "take advantage" in exempt accommodation	11
CH/136/2007	Meaning of "take advantage" in exempt accommodation	11
<i>Wirral BC v MF</i> [2013] UKUT 291 (AAC), [2014] AACR 12	Not-for-profit test applies to the landlord; <i>Salford</i> approved; sequential approach	5, 11
<i>R v Solihull MBC HBRB ex p Simpson</i> [1995] 1 FLR 140 (CA)	Abuse is not the same as bad faith	11
<i>R v Sheffield HBRB ex p Smith</i> (1994) 28 HLR 36	Anti-abuse provisions; look at the arrangement as a whole	11

- **Related chapters:** Chapter 2 (2.5, regulation 9(1)(l)); Chapter 5 (the qualifying landlord and lease-based models); Chapter 7 (IHM and maintenance as support and supervision); Chapter 10 (10.11, the right tool); Chapter 12 (proportionate evidence)
- **Appendices:** Appendix 1 (table of cases); Appendix 2 (extracts from the legislation); Appendix 11 (contrivance risk indicators checklist)

Sources

- Housing Benefit Regulations 2006, regulation 9: <https://www.legislation.gov.uk/uksi/2006/213/regulation/9>
- *FYE v Middlesbrough City Council and GPZ v Sunderland City Council* [2026] UKUT 157 (AAC): https://assets.publishing.service.gov.uk/media/69f216d7b0c3a4023e5d6e63/UA-2024-001199-HB_and_UA-2024-001252-HB.pdf
- *Salford City Council v PF* [2009] UKUT 150 (AAC): <https://hbinfo.org/wp-content/uploads/ukut150-2009.rtf>
- *Wirral BC v MF* [2014] AACR 12: <https://administrativeappeals.decisions.tribunals.gov.uk/Aspx/view.aspx?id=3850>
- *R v Sheffield HBRB ex p Smith* (1994): <https://hbinfo.org/wp-content/uploads/caselaw/Smith%20Harrison%20Bodden%20%5B1994%5D.rtf>
- hbinfo, contrivance cases: <https://hbinfo.org/tag/contrivance/>
- DWP guidance for supported housing claims, paras 126 to 133: <https://www.gov.uk/government/publications/housing-benefit-guidance-for-supported-housing-claims/housing-benefit-guidance-for-supported-housing-claims>

- SHP, The End of the Property-Led Exempt Accommodation Contrivance?:
<https://supportedhousing.blog/2026/04/24/the-end-of-the-property-led-exempt-accommodation-contrivance/>

Part C: Evidencing Claims: What Is Reasonable

12. Principles of Proportionate Evidence

In brief

- Regulation 86(1) requires a claimant to provide the information and evidence "as may reasonably be required" to decide entitlement. That is the test for every request: **reasonably required**, for **entitlement**, within **one month or a longer reasonable period**.
- Benefit decisions are "a co-operative process of investigation" (*Kerr v Department for Social Development* [2004] UKHL 23, para 62). The council knows what it needs to ask. The claimant, usually through the provider, supplies what they reasonably can. Information the council can reasonably find for itself counts against the council if it does not look (para 63).
- Regulation 86 places the duty on the **claimant**, not the landlord (*NSP v Stoke-on-Trent City Council* [2020] UKUT 311 (AAC), para 63). In supported housing, providers supply most of the evidence on the claimant's behalf, with their authority.
- Evidence about the **scheme** should be provided once and then reviewed. Evidence about the **claimant** should be specific to them and no more than the decision needs.
- A request must be clearly communicated and must identify what is needed. Benefit can only be suspended or ended for non-compliance after the correct notices and time limits (*CH/1764/2008* [2008] UKUT 13 (AAC), paras 13 to 26).
- Data protection law requires both sides to collect only what is necessary, share it lawfully and keep it no longer than needed.
- **SHP's position:** a council that explains why it needs something, and a provider that supplies it promptly and in a usable form, will resolve most claims without dispute. Proportionate evidence is faster for councils, cheaper for providers and fairer to tenants.

The law

12.1 Regulation 86(1): only what is "reasonably required"

The wording. Regulation 86(1) of the [Housing Benefit Regulations 2006](#) provides that a claimant, or a person who has been awarded Housing Benefit:

"shall furnish such certificates, documents, information and evidence in connection with the claim or the award, or any question arising out of the claim or the award, as may reasonably be required by the relevant authority in order to determine that person's entitlement to, or continuing entitlement to, housing benefit and shall do so within one month of the relevant authority requiring him ... to do so or such longer period as the relevant authority may consider reasonable."

What the wording means. Four points follow:

Words	What they mean in practice
"reasonably required"	Not everything that might be relevant or interesting. What a reasonable decision-maker needs to decide the question in front of them.

Words	What they mean in practice
"in order to determine ... entitlement"	The purpose is entitlement to Housing Benefit. Information needed for commissioning, contract monitoring, regulation or licensing should be requested under those powers, not regulation 86.
"in connection with the claim or the award, or any question arising"	Requests can cover scheme-level questions, such as exempt status or service charges, because they arise out of the claim.
"within one month ... or such longer period"	One month is the minimum. The council can and should allow longer where that is reasonable (DWP guidance, para 134).

Who the duty falls on. Regulation 86 "only imposes duties on 'a person who makes a claim, or a person to whom housing benefit has been awarded'". A landlord does not fall into either category (*NSP v Stoke-on-Trent City Council and AT* [2020] UKUT 311 (AAC), Judge Poynter, para 63). In supported housing:

- the council's request is legally made to the claimant
- in practice, the provider holds most of the evidence and supplies it on the claimant's behalf, with their written authority
- a provider that does not supply evidence that only it holds puts its tenants' claims at risk, which is why providers have every reason to co-operate

Separate investigatory powers exist for fraud. They are outside the scope of this manual.

A co-operative process. In *Kerr v Department for Social Development* [2004] UKHL 23 (6 May 2004), Baroness Hale described benefit decision making as:

"a co-operative process of investigation in which both the claimant and the department play their part. The department is the one which knows what questions it needs to ask and what information it needs to have in order to determine whether the conditions of entitlement have been met. The claimant is the one who generally speaking can and must supply that information. But where the information is available to the department rather than the claimant, then the department must take the necessary steps to enable it to be traced." (para 62)

If that approach is taken, "it will rarely be necessary to resort to concepts taken from adversarial litigation such as the burden of proof". Where something is still unknown, "generally speaking it should be determined against the one who has not done all they reasonably could to discover it". The same applies "to information which the department can reasonably be expected to discover for itself" (para 63).

What this means for supported housing. The council should:

- ask clear questions tied to the conditions of entitlement
- use what it already holds, and what it can find in public registers, before asking for it again
- not count against the claimant a gap the council could have filled itself

The provider should:

- answer the questions asked, fully and promptly
- say clearly where information does not exist or cannot be obtained, and why
- not treat a reasonable request as an adversarial step

12.2 Proportionality, risk-based verification and reuse of evidence already held

Proportionality. The words "reasonably required" build proportionality into the test. A request is proportionate when the effort it demands is in line with the question it answers and the risk involved.

Scheme level and claimant level. Most of the evidence in supported housing is about the scheme, not the tenant. Separating the two is the single most effective way to reduce duplication:

Level	Examples	When to provide	Chapter
Scheme	Landlord status, constitution, lease, accounts, service description, staffing model, rent and service charge build-up	Once, at the start of the relationship or a new scheme, then on review or when something changes	13
Claimant	Tenancy, referral, needs assessment, support plan, evidence that support is delivered	With each new claim, and on review or change of circumstances	14

Each case must still be considered individually (DWP guidance, para 210). Accepting scheme-level evidence once does not stop the council from deciding each claim on its own facts. It means the council does not ask the provider to send the same constitution with every claim.

Risk-based verification. DWP circular [S11/2011](#) allows councils to apply "different levels of checks to benefit claims according to the risk associated with those claims" (para 5). It is voluntary. A council that uses it must have a policy setting out its risk profiles and verification standards, approved by Members and reviewed annually (paras 4, 14 and 15). The circular was written for income and identity checks, but the principle applies equally to supported housing: concentrate effort where the risk is highest.

Applying risk to supported housing. A proportionate approach might distinguish between:

- established schemes, with a track record, commissioned services or a stable evidence file, where claimant-level checks can be lighter
- new schemes, new providers or schemes with warning signs (Chapter 11, 11.3), where scheme-level evidence should be tested more closely

Write down any risk approach, apply it consistently, and explain it to providers in general terms so they know what to expect.

Reusing evidence already held. Before asking for something, the council should check whether it already has it, for example from:

- an earlier claim at the same scheme
- its commissioning, housing options, adult social care or safeguarding teams, within the limits of data protection law (12.6)
- public sources, such as the Charity Commission, Companies House, the Regulator of Social Housing and the FCA mutuals register (DWP guidance, paras 99, 104 and 112)
- other councils where the provider operates across boundaries (DWP guidance, paras 207 and 208)

SHP's position. Asking a provider to resend documents the council already holds, or that it can find on a public register in a few minutes, is not "reasonably required". Under *Kerr*, those are gaps the council can fill itself.

12.3 When requests go too far

A request goes beyond what is "reasonably required" when it:

- **asks for detail that the decision does not need.** For example, minute-by-minute logs of every tenant contact, when a summary activity record would show the nature and frequency of support
- **asks for information that does not exist.** A provider that has never kept timesheets by tenant cannot produce them. The question is whether other evidence answers the same question
- **asks for evidence a reasonable claimant or landlord could not produce.** For example, independent valuations of every service, or professional assessments for tenants who were never referred by a professional
- **asks for whole files.** For example, complete support case notes or personnel files, when an extract or summary would do
- **asks for the same thing repeatedly,** with every claim or every review, when nothing has changed
- **serves a different purpose,** such as commissioning or contract monitoring, under the label of a Housing Benefit request
- **uses a standard list** that is sent regardless of the scheme or the question to be decided

Information that does not exist. The regulations recognise this. A person whose benefit has been suspended can satisfy the council "that the information or evidence so required does not exist" or "that it is not possible for him to obtain" it (Decisions and Appeals Regulations 2001, regulation 13(4)(b)). Where that is the honest answer, the provider should give it, explain why, and offer the best alternative evidence.

Complexity and capability. The council should "take into account the complexity of the information required and the capability of the claimant to provide it when considering a reasonable time limit" (DWP guidance, para 134). Many supported housing tenants cannot deal with evidence requests themselves. Requests should go to the provider, with the tenant's authority, wherever possible.

SHP's position on support records. Evidence that support is delivered should be proportionate: a support plan, a summary activity or contact record and plan reviews will usually be enough (Chapter 14, 14.6, and Chapter 15). Asking for full case notes rarely adds anything to the decision, and raises data protection concerns about sensitive personal information (12.6).

12.4 Explaining why: the council should state why information already held is not enough

What the law requires. A request must actually reach the person and must identify what is needed. In *CH/1764/2008* [2008] UKUT 13 (AAC) (Deputy Judge Mark, 6 November 2008), the Upper Tribunal held that "a person can [not] be said to have failed to comply with a requirement of which he has no knowledge" (para 14), and criticised a letter that did "not adequately identify the information that had been requested" (para 24).

What good practice adds. The regulations do not expressly require the council to give reasons for each request. **SHP's position** is that it should, because:

- the test is what is "reasonably required", and the easiest way to show a request is reasonable is to say what it is for

- under *Kerr*, the council is the party that "knows what questions it needs to ask" (para 62). Saying what the question is helps the provider give the right answer first time
- a request that explains its purpose invites the provider to offer better or simpler evidence that answers the same question
- where the council already holds evidence on the point, saying why it is not enough avoids repeated requests and narrows any dispute

A good request. Appendix 9 provides a model letter. A good request:

1. names the claimant and the scheme
2. identifies the decision to be made, for example exempt status, a service charge or a rent increase
3. lists each item needed and why it is needed for that decision
4. says what the council already holds and why it is not enough
5. sets a reasonable deadline, at least one month, and says how to ask for more time
6. says that the provider can explain if something does not exist and offer alternative evidence
7. gives a named contact

12.5 Timescales, extensions and the effect of not responding

The time limit. The information must be provided within one month of the request "or such longer period as the relevant authority may consider reasonable" (regulation 86(1)). Councils should agree longer periods where the request is large, involves third parties or affects a whole scheme.

New claims. Where information for a new claim is not provided, the council decides the claim on the evidence it has. Under *Kerr*, a gap is generally determined against the party that has not done what it reasonably could (para 63). That can mean the claim, or the exempt part of it, fails.

Existing awards: suspension. For an existing award, the [Decisions and Appeals Regulations 2001](#) set a strict process:

- the council may suspend payment "in whole or in part" where an issue arises about entitlement or a revision or supersession (regulation 11)
- where a person then fails to provide information, the council may suspend under regulation 13, but must first **notify the person of the requirements** of that regulation (regulation 13(3))
- the person then has **one month from that notification**, or a longer period, to provide the information or to satisfy the council that it does not exist or cannot be obtained (regulation 13(4))
- if they do, the council must, so far as practicable, restore payment **within 14 days** (regulation 13(5))

Termination. Entitlement ends from the date of suspension only where the person has still not complied after the regulation 13(4) period has ended (regulation 14(1) and (2)(a)). It cannot end in this way where payment was suspended only in part (regulation 14(2)(b)). In *CH/1764/2008*, the council suspended and then terminated benefit without sending a regulation 13(3) notice. The Upper Tribunal held that "the power to terminate only arose at the soonest one month after that notification had been sent", so the claimant remained entitled (paras 21, 25 and 26).

Partial suspension. Because suspension can be "in whole or in part", a council with a question about exempt status or a service charge can consider suspending only the part in dispute, while paying the part that is not. This protects tenants from arrears while the question is resolved. It also means entitlement cannot be terminated under regulation 14 for failure to provide information, because termination does not apply

where payment has been suspended in part (regulation 14(2)(b)). The council instead decides the disputed part on the evidence it has.

SHP's position on timescales. Before suspending, councils should check that the request reached the provider and the tenant, that it was clear, and that the provider has had a fair chance to respond. Providers should treat deadlines seriously, ask early for more time if needed, and say what is coming and when.

12.6 Data protection: lawful basis, sharing tenant information, data minimisation and retention

The starting point. "All parties requesting information will need to comply with the applicable General Data Protection Regulation legislation" (DWP guidance, para 135). That means the UK GDPR and the Data Protection Act 2018.

Lawful basis for councils. Councils process claim information to carry out a statutory function. That will usually fall within the public task basis in Article 6(1)(e) of the UK GDPR. Health and support information is special category data. Councils will usually rely on the condition for statutory purposes in [Schedule 1, paragraph 6 of the Data Protection Act 2018](#), which applies where processing is necessary for "the exercise of a function conferred on a person by an enactment" and for reasons of substantial public interest. Councils should confirm the bases they rely on in their own privacy notices and policies.

Lawful basis for providers. Providers share tenant information with the council to support the tenant's claim. They should:

- have the tenant's written authority to act for them on the claim, and to share the information needed
- explain to tenants, in their privacy notice and at sign-up, what will be shared with the council and why
- identify their own lawful basis and, for health and support information, a special category condition

Data minimisation. Personal data must be "adequate, relevant and limited to what is necessary" (UK GDPR, Article 5(1)(c)). This lines up exactly with "reasonably required". In practice:

- councils should ask for the minimum personal information that answers the question
- providers should send summaries, extracts or redacted documents where full records are not needed
- scheme-level evidence, such as staffing rotas or service descriptions, should not include tenants' personal data at all

Sharing information with landlords. Councils can share information about a tenant's claim with a landlord only where the law allows, usually with the tenant's agreement. Many councils publish how they do this (for example, [Oxford City Council](#)). Where a landlord appeals a decision, the claimant is always a respondent and is entitled to see the appeal papers (*NSP v Stoke-on-Trent*, para 3(a)). Providers should bear this in mind when deciding what to include in submissions.

Fraud and error checks. The data protection exemptions for crime and taxation, including for risk assessment systems operated by authorities administering Housing Benefit, apply only to the extent that complying with the normal rules would prevent the system from working effectively or prejudice the purpose ([ICO guide to the exemptions](#)). They are not a general reason to collect more than is needed for an ordinary claim.

Retention. Personal data should be kept "for no longer than is necessary" (UK GDPR, Article 5(1)(e)). Councils and providers should have retention schedules that cover claim evidence, including copies of

scheme-level documents, and should delete or archive them when they are no longer needed for the claim, any appeal, or audit and subsidy purposes.

SHP's position. Data protection is not a reason for a provider to refuse a reasonable request, and it is not a reason for a council to demand everything. Both sides should agree in advance what will be shared, in what form, and how it will be stored.

The guidance

Para	What the guidance says	SHP's view
134	Councils can request further evidence, to be provided within one month or longer, taking account of the complexity of the information and the claimant's capability.	Consistent with regulation 86. Requests in supported housing should usually go to the provider, with the tenant's authority.
135	All parties must comply with data protection law when personal data is transferred.	Agreed. See 12.6.
145 to 149	Need should be assessed by a suitably qualified person, with reference to the National Statement of Expectations. The absence of a formal assessment does not mean there is no need (para 147), and public funding of support is a reasonable indication of need (para 148).	Agreed. Councils should ask for the assessment that exists, not a new one in a prescribed form. Chapter 14 covers this.
168, 196, 238	Request a rent breakdown with each new claim or rent increase.	Agreed for new schemes and increases. For other new claims at an established scheme, the current scheme breakdown should be enough (12.2).
99, 104, 112, 131	Councils can check public registers such as the Charity Commission and Companies House.	Agreed. Councils should check these first, before asking the provider (<i>Kerr</i> , para 63).
207 to 210	Collaborate within and between councils; consider each case individually.	Agreed. Collaboration is the basis for reusing evidence and reducing duplicate requests.

Good practice

For councils:

- Start every request with the decision to be made and ask only for what that decision needs.
- Keep a scheme file and reuse it. Ask for scheme-level evidence once, and update it on review or change.

- Check internal records and public registers before asking the provider.
- Say why you need each item and why what you already hold is not enough (Appendix 9).
- Allow at least a month, more for large or scheme-wide requests, and agree extensions sensibly.
- Accept an honest explanation that something does not exist, and consider alternative evidence.
- Follow the regulation 13 notice process before suspending, and consider partial suspension.
- Write down any risk-based approach and apply it consistently.
- Ask for summaries and extracts, not whole files, and keep personal data to a minimum.

For providers:

- Get written authority from each tenant at sign-up to act for them on their claim and share the information needed.
- Prepare a scheme evidence pack (Appendix 4) and keep it up to date, so that scheme-level requests can be answered quickly.
- Keep proportionate records of needs, support plans and delivery that can be summarised without sending whole files (Appendices 5 to 7).
- Answer requests fully and on time. If something does not exist, say so and offer an alternative.
- Ask for more time early, with a reason, if you need it.
- Redact or summarise personal information that the council does not need.
- If a request seems to go too far, ask the council what decision it relates to and offer evidence that would answer that question.

Evidence

A proportionality check for any request. Before sending or answering a request, both sides can ask:

Question	If the answer is no
Is it clear what decision the information is for?	Identify the decision first
Is the information needed for that decision?	Do not ask for it
Does the council already hold it, or can it find it easily?	Use what is held or publicly available
Is it scheme level or claimant level, and is it being asked for at the right level?	Move it to the scheme file
Is there a simpler form, such as a summary or extract, that would answer the question?	Ask for or provide the simpler form
Does it exist, and can the claimant or provider reasonably obtain it?	Accept an explanation and consider alternatives
Is the time allowed reasonable for the amount requested?	Agree a longer period
Is the personal data limited to what is necessary?	Redact or summarise

Finding common ground

Agree an evidence protocol. Councils and providers in an area can agree, in writing, what scheme-level and claimant-level evidence will normally be provided, in what format and how often it will be reviewed. Chapters 13 to 15 and Appendices 4 to 7 give a starting point.

Name a contact on each side. Most delays come from requests going to the wrong person or replies going unanswered. A named contact at the council and at each provider solves most of this.

Talk before writing. A short call to explain what the council needs, and what the provider holds, often replaces a long letter and a long reply.

Review together. An annual review of the scheme file is an opportunity to update evidence, raise concerns early and agree changes, rather than deal with them claim by claim.

Key cases and cross-references

Case	Point	Chapter
<i>Kerr v Department for Social Development</i> [2004] UKHL 23	Co-operative process; council asks, claimant supplies; gaps determined against the party who did not do what it reasonably could, including the council	12
<i>NSP v Stoke-on-Trent City Council and AT</i> [2020] UKUT 311 (AAC)	Regulation 86 duty falls on the claimant, not the landlord; claimant always a respondent to a landlord's appeal	12, 20
<i>CH/1764/2008</i> [2008] UKUT 13 (AAC)	Request must be communicated and identify what is needed; regulation 13 notice required before suspension leads to termination	12, 20

- **Related chapters:** Chapter 2 (2.6, regulation 86); Chapter 11 (11.6, proportionate enquiry); Chapters 13 to 16 (what is reasonable to ask for); Chapter 19 (decisions and notifications); Chapter 20 (appeals)
- **Appendices:** Appendix 4 (scheme evidence checklist); Appendix 5 (claimant evidence checklist); Appendix 6 (needs assessment and CSS plan); Appendix 7 (activity log); Appendix 9 (model regulation 86 letter)

Sources

- Housing Benefit Regulations 2006, regulation 86:
<https://www.legislation.gov.uk/uksi/2006/213/regulation/86>
- Housing Benefit and Council Tax Benefit (Decisions and Appeals) Regulations 2001, regulations 11, 13 and 14: <https://www.legislation.gov.uk/uksi/2001/1002>
- *Kerr v Department for Social Development* [2004] UKHL 23:
<https://www.bailii.org/uk/cases/UKHL/2004/23.html>
- *NSP v Stoke-on-Trent City Council and AT* [2020] UKUT 311 (AAC):
https://assets.publishing.service.gov.uk/media/5fc65fa28fa8f5474d282a64/CH_2383_2018-00.pdf
- *CH/1764/2008* [2008] UKUT 13 (AAC):
<https://administrativeappeals.decisions.tribunals.gov.uk/judgmentfiles/j2563/CH%201764%202008-00.doc>

- DWP circular S11/2011, Risk-Based Verification:
<https://assets.publishing.service.gov.uk/media/5a81fa64e5274a2e8ab56d9d/s11-2011.pdf>
- DWP guidance for supported housing claims:
<https://www.gov.uk/government/publications/housing-benefit-guidance-for-supported-housing-claims/housing-benefit-guidance-for-supported-housing-claims>
- Data Protection Act 2018, Schedule 1, paragraph 6:
<https://www.legislation.gov.uk/ukpga/2018/12/schedule/1/paragraph/6>
- ICO, A guide to the data protection exemptions: <https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/exemptions/a-guide-to-the-data-protection-exemptions/>
- Oxford City Council, sharing a tenant's information with their landlord:
<https://www.oxford.gov.uk/benefit-landlords/sharing-tenants-information-landlord>

13. Scheme Level Evidence (Provided Once, Then Reviewed)

In brief

- Most evidence in supported housing is about the **scheme**, not the tenant: who the landlord is, how it holds the property, how it is run, what services it provides and how the rent is built up.
- Scheme-level evidence should be provided **once**, kept on a **scheme file** by the council, and **reviewed** annually or when something changes. It should not be requested again with every claim.
- The DWP guidance tells councils what to check: landlord status and registers (paras 95 to 125), lease arrangements and connected parties (paras 126 to 132), how support is provided and funded (paras 137 to 140 and 160 to 165), and rent breakdowns on new claims and rent increases (paras 168, 196 and 238).
- A good scheme file answers the questions in Chapters 5 to 11 in one place. It is the provider's best protection against repeated requests and the council's best protection against error.
- Each claim must still be decided on its own facts (DWP guidance, para 210). The scheme file is the starting point, not the end of the enquiry.
- Property compliance is not currently a condition of Housing Benefit entitlement, but it will become relevant when licensing is linked to Housing Benefit under the Supported Housing (Regulatory Oversight) Act 2023.
- **SHP's position:** one well-organised scheme evidence pack, shared once and reviewed together, is the single most effective step councils and providers can take to reduce delay, cost and dispute.

The law

There is no separate legal rule for scheme-level evidence. It is evidence "in connection with the claim or the award, or any question arising out of the claim or the award" under regulation 86(1) of the Housing Benefit Regulations 2006, and the same test applies: it must be "reasonably required" (Chapter 12, 12.1). What makes scheme-level evidence different is that the same answer applies to every tenant in the scheme. That is why it should be collected once.

13.1 Landlord status: registration, charitable objects, constitution

What has to be shown. That the landlord is one of the bodies listed in the exempt accommodation definition, and, for a housing association or voluntary organisation, that it is not-for-profit (Chapter 5, 5.1).

Check public registers first. The guidance directs councils to the public registers:

- the Regulator of Social Housing list of registered providers, which marks for-profit providers (para 97)
- the Charity Commission and OSCR registers (para 99)
- Companies House, including community interest statements and CIC34 reports (para 112)
- the FCA mutuals register for community benefit societies (para 104)

Under *Kerr v Department for Social Development* [2004] UKHL 23 (para 63), information a council can find for itself should not be counted against the claimant (Chapter 12, 12.1).

What to ask the provider for. Where the register does not answer the question:

- for an unregistered housing association: its constitution or rules, why it is not registered, and a summary of its accounts "to ensure the surplus is not being removed from the business" (para 98)

- for a voluntary organisation, including a CIC or community benefit society: its constitution or articles, and a summary of its accounts (paras 104, 119 and 125)

What to look for. The guidance lists indicators of not-for-profit status, including an asset lock, no dividends or profits taken from operations or disposals, and "not making disguised payments to directors (or anyone else) which are in fact profits or dividends" (para 105). Registration "does not guarantee" not-for-profit status (para 106). A landlord only needs to fall within one category (para 107).

Frequency. Once, then annually (with the accounts) or when the constitution, registration or control changes.

13.2 Ownership and lease arrangements, including head-lease terms and connected parties

Why it matters. The lease shows three things the council needs to know:

- **who provides the accommodation.** The landlord is the body with the legal relationship with the tenant; it can own the freehold or lease the property (para 89). A body acting only as a managing agent cannot be the landlord (para 90)
- **whether the landlord is in control.** Where the owner exerts "excessive influence" and the landlord cannot carry out a landlord's usual duties, "for example setting their own rents", it may be treated as a managing agent (para 132; Chapter 5, 5.3)
- **what the accommodation costs.** The lease payment is usually the largest single cost in the rent (Chapter 10, 10.9)

Connected parties. Councils can compare the directors and interests of the landlord and the owner at Companies House and, where people with significant control have an interest in the property, "seek assurances as to how any conflict of interest are appropriately managed" (para 131).

What the Regulator of Social Housing has found. The Regulator's April 2025 [focus report on lease-based provision](#) found that, on full repairing and insuring leases, "the registered provider landlord generally takes on a greater share of the risks than the freeholder", including cost inflation, maintenance, compliance, voids and dilapidations. It also found leases with no break clauses, or break options only in the freeholder's favour, and boards that "did not have appropriate skills". These are useful prompts for what to look at in a lease.

What a proportionate request looks like. The council does not usually need the whole lease for every property. It needs:

- a schedule of properties, owners and lease terms (start, length, rent, uplift basis, repairing obligations, break clauses)
- a copy of a representative lease, or each lease where terms differ materially
- a statement of any connection between the landlord and the owner, and how conflicts are managed
- the management agreement, where a managing agent is involved

Commercial sensitivity. Lease terms can be commercially sensitive. Councils should handle them in confidence and limit internal circulation to those who need them. That is not a reason for a provider to withhold terms that are reasonably required.

SHP's position. Lease-based provision is lawful and is not in itself a sign of contrivance. The concerns are "about how the model is used, not the model itself" (*FYE v Middlesbrough City Council and GPZ v Sunderland City Council* [2026] UKUT 157 (AAC), para 11; Chapter 11). Councils should look at the terms, not the label.

Frequency. Once per scheme, then on renewal, variation, change of owner or a new property.

13.3 Governance, finances and viability: accounts, how dependent the provider is on Housing Benefit

Why it matters for Housing Benefit. Financial viability is not a condition of entitlement. Accounts are relevant because they help show:

- that the landlord is not-for-profit, including payments to directors and related parties (para 105)
- how costs are made up, which supports the rent build-up (13.5) and the reasonableness of rent (Chapter 10)
- whether there are any of the warning signs in Chapter 11 (11.3)

What to ask for. The latest filed accounts, or a summary for smaller bodies; related-party transactions; and, for a new provider without accounts, a budget for the scheme.

Dependence on Housing Benefit. Most supported housing landlords depend heavily on Housing Benefit, because rent is their main income. **SHP's position** is that this is normal and is not in itself a concern, nor a sign of contrivance (Chapter 11). Funding the eligible housing costs of a scheme through Housing Benefit alone is what the scheme is designed to do.

Delay is a viability risk. The Regulator's 2025 focus report lists "housing benefit withheld during negotiations" among the sources of cashflow pressure on lease-based landlords. Prompt, proportionate decisions protect tenants as well as providers.

Governance. A short governance statement is usually enough: board membership, relevant skills, how conflicts are managed, and any regulatory findings. Councils can check the Regulator's published judgements for registered providers themselves.

Frequency. Annually, when accounts are filed, or on a material change.

13.4 Service description: client group, model of CSS, staffing, on-call arrangements

Why it matters. The service description is the scheme-level evidence that care, support or supervision is provided by the landlord or on its behalf (paras 137 to 139; Chapters 6 to 8). It does not replace evidence that each claimant has a need for, and receives, that support (Chapter 14).

What a good service description covers:

- **client group:** who the scheme is for, typical needs, and referral routes
- **model of care, support or supervision:** what is provided, by whom, how often and how it is linked to the accommodation; including intensive housing management and maintenance where relied on (Chapter 7)
- **staffing:** roles, numbers, hours, training and qualifications (para 154), and how time is split between eligible and ineligible activities (Chapter 9, 9.3)
- **on-call and out-of-hours arrangements:** what cover is provided and how quickly staff respond. **SHP's position** is that this is supervision, which is part of support (Chapter 6, 6.5 and 6.6)
- **third-party support:** where another organisation provides support on the landlord's behalf, the contract or service level agreement and how it is monitored (para 139). A joint venture is not enough (para 140)
- **funding of support:** how any ineligible support is funded (paras 160 to 162 and 187). Chapter 3 (3.4) explains SHP's position that a notional deduction does not apply where the support relied on is eligible intensive housing management and maintenance

Linking to the National Supported Housing Standards. The government's [June 2026 response](#) confirms that the person-centred standard will require an individual needs assessment and a tailored support or supervision plan for each resident. Providers that describe their model in these terms now will be better placed for licensing.

Frequency. Once per scheme, then annually or when the model, client group or staffing changes materially.

13.5 Rent and service charge build-up with apportionment method

What the guidance says. Councils "should request a rent breakdown from the landlord which sets out all the charges included in the rent and service charges when a new claim or rent increase is submitted" (para 168; also para 196). On a rent increase, they should compare the new breakdown with the previous year's "to identify why the rent has increased and whether it is justifiable" (para 238).

What a build-up should show. Appendix 8 provides a template. A good build-up:

- starts from actual or budgeted costs for the scheme
- separates core rent costs (lease or capital costs, management, maintenance, voids, bad debts and overheads) from service charges
- identifies each service charge and whether it is eligible (Chapter 9)
- explains the apportionment method for mixed costs, usually staff time, and applies it consistently (Chapter 9, 9.3)
- shows any ineligible charges and how they are funded
- explains any change from the previous year

SHP's position on frequency. The breakdown is a scheme-level document. For a new claim at an established scheme, the current scheme breakdown should be enough, unless the claimant's charges differ. A new breakdown is needed when the scheme starts, when the rent changes, and when the council reviews the scheme file.

Frequency. On a new scheme, on each rent increase, and on annual review.

13.6 Commissioning, local authority support and needs statements

Why it matters. Commissioning arrangements and local support help show:

- how support is funded (para 160), including whether the council's own commissioning team already holds the information
- that tenants have needs assessed by a public body, which is "a reasonable indication that there is an established need" (para 148)
- that the scheme meets a recognised local need

What to provide or check:

- any contract, grant or service level agreement with a council, NHS body, probation or other commissioner
- referral or nomination agreements with housing options or other referral agencies
- any council strategy that the scheme supports, such as a temporary accommodation to exempt accommodation strategy
- how the scheme fits the local supported housing strategy required under the Supported Housing (Regulatory Oversight) Act 2023, once published

Ask within the council first. HB teams should "work with supported housing stakeholders within their LA" (para 149) and collaborate with commissioning and housing options (para 209). Commissioning and referral information is often already held within the council.

SHP's position. Commissioning is helpful evidence, but it is not a legal requirement for exempt accommodation. A scheme that is not commissioned can still provide care, support or supervision and meet the definition. A letter of support from a council or partner is useful context; its absence is not a reason to refuse a claim.

Frequency. Once per scheme, then on renewal or change of commissioning arrangements.

13.7 Compliance: property standards, safety certificates, NSHS, licensing (when in force)

Current position. Property standards and safety compliance are not conditions of Housing Benefit entitlement under the current regulations. They are relevant to the scheme file because:

- they are legal duties of the landlord, and failure is a warning sign of wider problems (Chapter 11, 11.3)
- property condition is relevant when comparing suitable alternative accommodation (Chapter 10, 10.4)
- they will become directly relevant when licensing is linked to Housing Benefit

Common legal duties. Depending on the property, these include:

- an annual gas safety check of appliances and flues provided by the landlord ([Gas Safety \(Installation and Use\) Regulations 1998, regulation 36](#))
- electrical installation checks at least every five years; these duties were extended to the social rented sector in 2025 ([MHCLG guidance](#))
- a fire risk assessment for shared parts of buildings
- a house in multiple occupation licence where required
- smoke and carbon monoxide alarms

What a proportionate request looks like. A compliance schedule listing each property, each certificate and its date, with copies available on request, is usually enough. Housing Benefit teams are not property inspectors. Concerns about property condition should be shared with the council's private sector housing or environmental health team, within data protection limits.

Licensing and the National Supported Housing Standards. The government's [June 2026 response](#) confirms that:

- residents must live in licensed supported housing to receive Housing Benefit under the specified accommodation rules
- licences will be issued by each local authority area, last five years and require compliance with the National Supported Housing Standards
- support directly commissioned by a public body is not expected to demonstrate compliance with the standards condition
- a valid application made before the deadline will keep Housing Benefit in payment while it is decided
- MHCLG expects to consult on its regulations in late 2026

[Placeholder: update 13.7 when the licensing regulations, National Supported Housing Standards and amended Housing Benefit regulations come into force. Consider whether a licence should replace parts of the scheme file.]

Frequency. Compliance schedule annually, and when certificates are renewed.

The guidance

Para	What the guidance says	SHP's view
89 to 90	The landlord has the legal relationship with the tenant; a managing agent cannot be the landlord.	Agreed. Chapter 5.
97 to 107	Check public registers; ask unregistered housing associations and voluntary organisations for their constitution and a summary of accounts; registration does not guarantee not-for-profit status.	Agreed. Registers first, then documents. Once per scheme, then annually.
108 to 125	CICs and community benefit societies need rigorous examination of constitution, accounts and articles.	Agreed, proportionately. Companies House and FCA records cover much of this.
126 to 132	Lease-based schemes carry risks; councils can investigate connected parties and lease terms, and whether the owner exerts excessive influence.	Agreed. These are questions about how the model is used, not the model itself (FYE, para 11).
137 to 140	Check who provides the support, need, sufficiency, link to the accommodation, and funding; third-party support needs a contract with the landlord.	Agreed. The service description and any SLA answer these at scheme level.
160 to 165, 187	Identify how support is funded; deduct where ineligible support is unfunded.	Agreed for ineligible support actually provided. Not a basis for a notional deduction where the support relied on is eligible IHM and maintenance (Chapter 3, 3.4).
168, 196, 238	Request a rent breakdown on new claims and rent increases; compare with the previous year.	Agreed for new schemes and increases. For new claims at an established scheme, the current scheme breakdown should be enough.

Para	What the guidance says	SHP's view
209 to 210	Collaborate with commissioning and housing options; consider each case individually.	Agreed. Collaboration is how the scheme file is built and kept up to date.

Good practice

For councils:

- Keep one scheme file for each scheme and provider, with a named officer responsible for it.
- Check public registers and internal records before asking the provider.
- Ask for scheme-level evidence once, using a standard checklist (Appendix 4), and say what you already hold.
- Review the scheme file annually, and on rent increases or material changes, rather than with every claim.
- Treat lease and financial information as commercially sensitive and limit who sees it.
- Where a provider operates in several areas, consider whether neighbouring councils can share or accept the same pack (paras 207 and 208), within data protection limits.
- Record what has been accepted, so that future claims start from an agreed position.

For providers:

- Prepare a scheme evidence pack before the first claim at a new scheme (Appendix 4).
- Keep it up to date and send changes without waiting to be asked.
- Use a consistent rent and service charge build-up format (Appendix 8) and explain any changes year on year.
- Describe your support model clearly, including intensive housing management, maintenance and on-call supervision where relied on.
- Disclose connected parties and how conflicts are managed, rather than leaving the council to find them.
- Keep a compliance schedule for every property.

Evidence

The scheme evidence pack. A summary of what Appendix 4 contains (see Appendix 4 for the full provider and council checklists):

Item	Purpose	Reasonable form	Review
Register entries	Landlord status	Links or screenshots	Annually
Constitution or articles	Not-for-profit, objects, asset lock	Current version	On change
Accounts	Not-for-profit, costs, related parties	Latest filed or summary	Annually
Governance statement	Board, skills, conflicts	One or two pages	Annually

Item	Purpose	Reasonable form	Review
Property and lease schedule	Who provides, control, cost	Schedule plus representative lease	On change
Connected parties statement	Conflicts of interest	Short statement	On change
Management agreement	Agent's role, landlord control	Copy	On change
Service description	CSS model, staffing, on-call	Short narrative	Annually
Third-party SLA	Support on landlord's behalf	Copy	On renewal
Funding of ineligible support	Funding source	Contract or statement	Annually
Rent and service charge build-up	Eligible rent, reasonableness	Appendix 8 template	On increase, annually
Commissioning and referral agreements	Need, funding, local fit	Copies or summary	On renewal
Compliance schedule	Property safety	Schedule, certificates on request	Annually

Finding common ground

Agree the pack. A council and its local providers can agree the contents of the scheme evidence pack in advance, using Appendix 4, so that everyone knows what "complete" looks like.

Review together. An annual scheme review meeting, using the pack, lets both sides deal with rent increases, changes and concerns in one conversation rather than claim by claim.

Share across boundaries. Providers working in several areas face different requests for the same documents. Neighbouring councils can agree a common pack and, where lawful, share what they have checked.

Prepare for licensing. A good scheme file now will make the move to licensing easier for both sides. Councils' licensing and Housing Benefit teams should talk early about what information each will hold.

Key cases and cross-references

Case	Point	Chapter
<i>Wirral BC v MF</i> [2013] UKUT 291 (AAC), [2014] AACR 12	Not-for-profit test applies to the landlord; bona fide commercial arrangements with third parties do not defeat it	5, 13
<i>Chorley BC v IT</i> [2009] UKUT 107 (AAC)	A leaseholder landlord provides the accommodation	5, 13
R(H) 2/07 (CH/423/2006)	Third-party support must be engaged by the landlord; joint ventures are not enough	5, 6, 13

Case	Point	Chapter
<i>FYE v Middlesbrough CC and GPZ v Sunderland CC</i> [2026] UKUT 157 (AAC)	Lease-based schemes: concerns are about how the model is used	5, 11, 13
<i>Kerr v Department for Social Development</i> [2004] UKHL 23	Information the council can find for itself should not count against the claimant	12, 13

- **Related chapters:** Chapter 3 (3.4, notional deductions); Chapter 5 (qualifying landlord); Chapters 6 to 8 (care, support or supervision); Chapter 9 (service charges and apportionment); Chapter 10 (rent reasonableness); Chapter 11 (contrivance and warning signs); Chapter 12 (proportionate evidence); Chapter 14 (claimant-level evidence); Chapter 17 (working in partnership)
- **Appendices:** Appendix 4 (scheme evidence checklist); Appendix 8 (rent and service charge build-up)

Sources

- DWP guidance for supported housing claims:
<https://www.gov.uk/government/publications/housing-benefit-guidance-for-supported-housing-claims/housing-benefit-guidance-for-supported-housing-claims>
- Housing Benefit Regulations 2006, regulation 86:
<https://www.legislation.gov.uk/uksi/2006/213/regulation/86>
- Regulator of Social Housing, Focus report: Lease-based provision of Supported Social Housing (April 2025): https://assets.publishing.service.gov.uk/media/67f641cab7e44efc70acc3ba/Lease-based_providers_of_SSH_FINAL_10042025.pdf
- MHCLG, Supported Housing regulation consultation: government response (updated 19 June 2026): <https://www.gov.uk/government/consultations/supported-housing-regulation-consultation/outcome/supported-housing-regulation-consultation-government-response>
- Gas Safety (Installation and Use) Regulations 1998, regulation 36:
<https://www.legislation.gov.uk/uksi/1998/2451/regulation/36>
- MHCLG, Electrical safety standards in the private and social rented sectors guidance:
<https://www.gov.uk/government/publications/electrical-safety-standards-in-the-private-and-social-rented-sectors-guidance>
- *FYE v Middlesbrough City Council and GPZ v Sunderland City Council* [2026] UKUT 157 (AAC):
https://assets.publishing.service.gov.uk/media/69f216d7b0c3a4023e5d6e63/UA-2024-001199-HB_and_UA-2024-001252-HB.pdf
- *Kerr v Department for Social Development* [2004] UKHL 23:
<https://www.bailii.org/uk/cases/UKHL/2004/23.html>

14. Claimant Level Evidence

In brief

- Scheme-level evidence (Chapter 13) shows what the scheme provides. Claimant-level evidence shows that **this tenant** is liable for the rent, has a need for care, support or supervision, and receives it.
- The test applies to each claimant's dwelling (CH/1289/2007, para 27). But that does not mean a large file for every tenant: where needs and support are broadly similar, proportionate evidence will do (paras 28 to 30; Chapter 8, 8.4).
- The core claimant-level evidence is short: **referral, needs assessment, support plan, tenancy or licence, and a record that support is delivered**. Most of it should already exist as part of good practice in supported housing.
- The DWP guidance expects needs to be assessed on admission by someone suitably qualified, who can be the landlord (para 145). The absence of a formal assessment "does not mean that the claimant does not need" support (para 147). Public funding of support is "a reasonable indication" of need (para 148).
- Benefits such as PIP, commissioning by a council or the NHS, probation involvement and care plans are useful **indicators** of need. None of them is a legal requirement.
- Providers that receive Housing Benefit on a tenant's behalf share the duty to report relevant changes, including when a tenant leaves (regulation 88(1)).
- **SHP's position:** claimant-level evidence should be specific to the tenant, proportionate to the decision, and drawn from records the provider keeps anyway. Councils should not require new documents in a prescribed form where existing records answer the question.

The law

14.1 Referral route and why it is appropriate

Why the referral matters. The referral is the first evidence of why the tenant needed supported housing. The DWP guidance notes that "the referral route a claimant takes into supported housing will often affect whether a needs assessment has taken place" (para 149), and asks HB teams to work with others in the council to monitor how claimants are referred.

Appropriate routes. Appropriate referral routes include:

- council housing options and homelessness teams, especially where the person has additional needs, and where the council has agreed a strategy for moving households with additional needs from temporary accommodation into supported exempt accommodation (a "TA to EA" strategy)
- adult social care, mental health and learning disability services
- probation, prison resettlement and youth offending services
- drug and alcohol services
- hospital discharge teams and NHS services
- domestic abuse services
- other supported housing providers, for move-on or transfer

Self-referrals. Self-referrals are sometimes legitimate, for example:

- in an **emergency**, where a person needs accommodation and support immediately and there is no time for a statutory referral
- for "**hard to reach**" cohorts, such as some rough sleepers, people with substance misuse problems or people with experience of the care or criminal justice systems, who will not engage with statutory services but will engage with a voluntary sector provider

SHP's view is that self-referrals should be accepted only where the provider works within a **council-approved referrals framework** (Chapter 3, 3.4).

A good framework:

- sets out when self-referrals can be accepted, and for which client groups
- requires the provider to assess the person's needs promptly and record why supported housing is appropriate
- requires the provider to notify the council's housing options team, or another agreed agency, within an agreed period
- provides for the person to be linked into statutory services where they are willing, as part of their support plan
- is reviewed jointly, so that the council can see how many self-referrals there are and why

Outside such a framework, a provider approached directly should involve the council's housing options team or another appropriate agency, so that the person's needs and options are properly assessed. A pattern of self-referrals without a framework calls for closer enquiry, particularly where tenants do not appear to have a genuine need for support (Chapter 11, 11.3).

What to record. Who referred the tenant, when, why supported housing was needed, and any information shared about their needs or risks.

14.2 Needs assessment by a suitably qualified person (DWP paras 145 to 149)

Need is a legal requirement. Care, support or supervision is not "provided" unless there is in fact some need for it (*MMcF v Sefton BC* [2016] UKUT 403 (AAC), para 12). The need can be actual or potential (DWP guidance, paras 142 to 144). Support that is available counts where there is a real prospect of it being needed (*R(H) 6/08*; *DW v Oxford CC* [2012] UKUT 52 (AAC), para 79; Chapter 8).

Who can assess? The guidance says the assessment should be by "a professional or expert with experience in the care or support sector such as the LA's adult social care team. But this could also be the landlord, the support provider for a managed property, or the local district housing office if the LA is satisfied that they are suitably qualified" (para 145).

The National Statement of Expectations. Providers, councils and referring bodies should have assessed whether the claimant's needs would be met by the accommodation before they moved in (para 146).

Where there is no formal assessment. "Where a formal needs assessment does not yet exist, this does not mean that the claimant does not need the care, support or supervision." The council "must evidence the needs of the claimant in the way they deem appropriate", which may mean asking the landlord to complete one or carrying out its own (para 147).

What a good assessment covers:

- the tenant's circumstances and history, as far as relevant
- their needs, in plain terms, including risks

- how those needs relate to living in the accommodation and sustaining the tenancy
- why this accommodation and this support are suitable
- who carried out the assessment, their role and the date

SHP's position. A provider's own assessment, completed by trained staff using a structured form, is a suitable assessment for Housing Benefit purposes. Councils should ask for the assessment that exists, not a new one in a prescribed form. Appendix 6 provides a model.

14.3 CSS or support plan linked to identified needs

Why it matters. The support plan links the tenant's needs to what the landlord provides. It shows that support is tailored to the individual and is not a blanket offer (DWP guidance, paras 142 to 144).

What a good plan covers:

- each identified need, and what will be done about it
- who will provide the support, and how often
- where relied on, the intensive housing management, maintenance and supervision elements, including on-call cover (Chapters 6 and 7)
- outcomes agreed with the tenant
- when the plan will be reviewed

Linking to the National Supported Housing Standards. The government's June 2026 response confirms that the person-centred standard will require an individual needs assessment and a tailored support or supervision plan with agreed outcomes for each resident (Chapter 13, 13.4). Plans written to that standard now will serve both purposes.

Plans in schemes with similar needs. Where all tenants have broadly similar needs and receive broadly similar support, plans can follow a common structure. They must still be completed for the individual. Identical, standard-form plans for tenants with very different needs are unlikely to be enough (CH/1289/2007, paras 29 and 30).

14.4 Third-party indicators of need: PIP, LA or NHS funding, probation, care plans

Indicators, not requirements. Evidence from other bodies can support the provider's assessment. The guidance says that public funding for care, support or supervision is "a reasonable indication that there is an established need and that a public body has carried out an assessment of their needs" (para 148). Useful indicators include:

- **disability benefits**, such as PIP, Adult Disability Payment or Attendance Allowance
- **council or NHS funding**, such as a care package, section 117 aftercare or continuing healthcare
- **probation or offender management**, such as licence conditions, risk assessments or resettlement plans
- **care, treatment or recovery plans** from mental health, learning disability or substance misuse services
- **homelessness assessments** and personalised housing plans from the council's housing options team
- **safeguarding plans** or multi-agency risk assessments

SHP's position. None of these is a legal requirement. Many tenants with real support needs have no disability benefit, no care package and no professional involvement. That is often why they need supported

housing. The absence of a third-party indicator is not evidence that a tenant has no need (DWP guidance, para 147).

Data protection. Third-party documents often contain sensitive personal information. Providers should share only what is needed, with the tenant's authority, and councils should not ask for whole files where a confirmation or summary will do (Chapter 12, 12.6).

14.5 Tenancy or licence agreement and liability for rent

What has to be shown. That the claimant is liable to make payments for the dwelling and occupies it as their home (Housing Benefit Regulations 2006, regulations 7 and 8). The council should check that the claimant is liable to the landlord named in the scheme file (DWP guidance, para 94).

Licences. A licence creates liability just as a tenancy does. Many supported housing schemes use licences, and that is not in itself a concern.

What a good agreement shows:

- the parties, the property and the start date
- the rent and each service charge, and that payment is a condition of occupation (DWP guidance, para 169)
- the support or supervision element and how it relates to occupation, where relevant
- that the charges match the scheme's rent and service charge build-up (Chapter 13, 13.5)

Tenants who lack capacity. Where a tenant lacks capacity to enter into an agreement, liability can still arise. In *Wychavon District Council v EM* [2012] UKUT 12 (AAC), the Upper Tribunal held that a severely disabled claimant was liable to make payments for her home, "such accommodation being necessary for her despite the absence of any contractual obligation" ([decision](#), para 2). Providers should still follow proper procedures, such as using an attorney, deputy or the Court of Protection where appropriate.

Moving in and moving between homes. Regulation 7 allows Housing Benefit in some cases for up to four weeks before moving in, and for two homes for up to four weeks where liability for both could not reasonably be avoided ([regulation 7](#), paras 6(d), 6(e), 7 and 8). These rules matter on move-in and move-on.

14.6 Evidence that CSS is delivered: proportionate case records, contact logs, plan reviews

What has to be shown. That the support is in fact provided to the claimant, and is more than minimal (Chapter 8). Support that is only on paper is not support (R(H) 6/08).

What is proportionate. The test applies to each claimant's dwelling, but "the landlord may be able to show that the level of support is broadly similar for all tenants, or that it only accepts tenants with at least a particular level of need" (CH/1289/2007, para 28; Chapter 8, 8.4). In most cases, the following will be enough:

- a **summary activity or contact record** for the period in question, showing the nature and frequency of support (Appendix 7)
- **support plan reviews**, showing progress and changes
- for supervision and on-call cover, a **summary of call-outs or interventions** and the cover arrangements

What is not usually needed. Full case notes, minute-by-minute logs and timesheets by tenant rarely add anything to the decision and raise data protection concerns (Chapter 12, 12.3 and 12.6).

Sampling. Where a scheme has many tenants with similar needs, councils can check delivery through a sample of cases, rather than asking for records for every claim. A sample does not decide every case, but it can show whether the scheme operates as described (CH/1289/2007, para 32).

Hours. There is no minimum number of hours (DWP guidance, para 151; Chapter 8, 8.3). Records should show what was done and why, not just time spent.

14.7 Changes of circumstances and move-on

The duty to notify. Regulation 88(1) requires notice of changes that might reasonably be expected to affect entitlement. The duty falls on the claimant and on "any person by whom or on whose behalf sums payable by way of housing benefit are receivable" (regulation 88). A provider receiving direct payments shares the duty.

Changes that matter in supported housing:

- the tenant leaving, abandoning the property, going into custody or hospital, or dying
- a change in the rent or service charges
- a significant change in need or support, such as support ending or a tenant no longer needing it
- a move to another property, within or outside the scheme
- changes in household, income or other benefits, which the tenant should report

Temporary absence. Housing Benefit can continue during temporary absence where the tenant intends to return, and the room has not been let: generally for up to 13 weeks, and up to 52 weeks in specified cases such as hospital, medical treatment, some rehabilitation and fear of violence (regulation 7(13), (16) and (17)). Providers should tell the council promptly about an absence and its likely length.

When needs reduce. Exempt status is assessed on the facts at the date of the decision (CH/1289/2007, para 34). A tenant whose needs have reduced may still need some support, and support aimed at move-on is still support. Where a tenant no longer needs any care, support or supervision, the provider should plan their move-on and tell the council. A sudden withdrawal of exempt status during a planned move-on helps no one.

Move-on. Good move-on planning protects the tenant and reduces the risk of overpayment. Providers should record the move-on plan in the support plan, tell the council the leaving date as soon as it is known, and help the tenant claim housing costs in their new home.

The guidance

Para	What the guidance says	SHP's view
94	Check that the claimant is liable to the landlord, for example by checking the tenancy agreement.	Agreed.
142 to 144	The claimant must have an actual or potential need; support should be tailored; no blanket decisions by scheme type.	Agreed. Consistent with the case law.

Para	What the guidance says	SHP's view
145	Needs should be assessed on admission by someone suitably qualified, which can include the landlord.	Agreed. A provider's structured assessment by trained staff is suitable.
146	Under the National Statement of Expectations, needs should be assessed before moving in; councils can request a needs assessment.	Agreed.
147	No formal assessment does not mean no need; the council must evidence need in the way it deems appropriate.	Agreed. Councils should ask for what exists before requiring something new.
148	Public funding for support is a reasonable indication of need.	Agreed. Its absence is not evidence of no need.
149	Referral routes affect whether needs are assessed; work with stakeholders to monitor referrals.	Agreed. Councils' own housing options teams are an important referral route.
151	No set number of hours.	Agreed. Chapter 8, 8.3.

Good practice

For councils:

- Ask for the core claimant-level documents only: referral, needs assessment, support plan, agreement and, where needed, a summary of support delivered.
- Accept the provider's own assessment and plan where they are completed properly by trained staff.
- Agree a referrals framework with local providers that covers when self-referrals can be accepted.
- Check internal records first, such as housing options referrals and adult social care involvement.
- Do not require a disability benefit, care package or professional assessment as a condition of exempt status.
- Use sampling to check delivery at schemes with similar needs, rather than asking for records on every claim.
- Ask for summaries and extracts, not whole files.

For providers:

- Record the referral route, and the reason supported housing was needed for every tenant. Accept self-referrals only within a council-approved referrals framework.
- Complete a needs assessment and support plan for every tenant at or before move-in, and review them regularly (Appendix 6).
- Keep a summary activity record that can be produced quickly (Appendix 7).
- Make sure the agreement shows the same charges as the scheme build-up.

- Get the tenant's written authority to deal with their claim and share information. This is important and often neglected. Supported Housing People can provide a free template letter of authority on request.
- Report changes promptly, especially when a tenant leaves.
- Plan move-on in advance and keep the council informed.

Evidence

The claimant evidence file. A summary of what Appendix 5 contains (see Appendix 5 for the full provider and council checklists):

Item	Purpose	Reasonable form	When
Referral	Why supported housing was needed	Referral form or note	New claim
Needs assessment	Actual or potential need	Provider's assessment or third-party assessment	New claim, on review
Support plan	Support linked to needs	Plan with outcomes and review date	New claim, on review
Third-party indicators	Supporting evidence of need	Confirmation or summary	Where available
Tenancy or licence	Liability, charges	Signed agreement	New claim, on change
Written authority	Data sharing and acting on claim	Signed form	New claim
Evidence of delivery	Support provided, more than minimal	Summary activity record, plan reviews	On review or request
Change notification	Accurate entitlement	Letter or online notice	On change

Finding common ground

Agree the core file. Councils and providers can agree a standard claimant evidence file, using Appendices 5 to 7, so that new claims are complete first time.

Use housing options as a partner. Where the council's own team has referred the tenant, the HB team should be able to rely on that referral and the information held about the person's needs, within data protection limits.

Check together, not claim by claim. Periodic sampling at scheme level, carried out jointly, gives the council assurance and saves both sides from case-by-case disputes.

Plan move-on together. Housing options, HB teams and providers all benefit from planned move-on, which frees supported housing for those who need it and reduces overpayments.

Key cases and cross-references

Case	Point	Chapter
CH/1289/2007	Test applies to each dwelling; similar support for all tenants can be shown proportionately; standard-form evidence not enough where needs vary; relevant date	8, 14
<i>MMcF v Sefton BC</i> [2016] UKUT 403 (AAC) (CH/1286/2016)	Support is not provided unless there is some need for it	8, 14
R(H) 6/08 (CH/779/2007)	Support must actually be provided; making support available can be support	5 to 8, 14
<i>DW v Oxford CC</i> [2012] UKUT 52 (AAC) (CH/1344/2011)	Available services must have a real prospect of being needed	8, 14
<i>Wychavon District Council v EM</i> [2012] UKUT 12 (AAC)	A claimant lacking capacity can be liable for necessary accommodation without a contract	14

- **Related chapters:** Chapter 3 (3.4, referral routes); Chapters 6 to 8 (care, support or supervision); Chapter 12 (proportionate evidence and data protection); Chapter 13 (scheme-level evidence); Chapter 15 (evidencing CSS, IHM and maintenance); Chapter 18 (claim lifecycle); Chapter 21 (overpayments)
- **Appendices:** Appendix 5 (claimant evidence checklist); Appendix 6 (needs assessment and CSS plan); Appendix 7 (activity log)

Sources

- DWP guidance for supported housing claims:
<https://www.gov.uk/government/publications/housing-benefit-guidance-for-supported-housing-claims/housing-benefit-guidance-for-supported-housing-claims>
- Housing Benefit Regulations 2006, regulation 7:
<https://www.legislation.gov.uk/uksi/2006/213/regulation/7>
- Housing Benefit Regulations 2006, regulation 88:
<https://www.legislation.gov.uk/uksi/2006/213/regulation/88>
- *Wychavon District Council v EM* [2012] UKUT 12 (AAC):
https://hbinfo.org/wp-content/uploads/ch_0171_2011.doc
- MHCLG, Supported Housing regulation consultation: government response (updated 19 June 2026):
<https://www.gov.uk/government/consultations/supported-housing-regulation-consultation/outcome/supported-housing-regulation-consultation-government-response>

15. Evidencing CSS, IHM and Maintenance

In brief

- Chapters 6 to 8 explain what care, support or supervision (CSS) means, when intensive housing management (IHM) and maintenance count, and what "more than minimal" requires. This chapter is about **how to show it**.
- The evidence needs to answer one question: what does the landlord, or someone acting on its behalf, actually do for this claimant, beyond what a general needs social landlord would do, and what difference does it make?
- A label is not evidence. Calling a service "intensive housing management", "enhanced housing management" or "tenancy sustainment" decides nothing (*DW v Oxford CC* [2012] UKUT 52 (AAC); Chapter 7, 7.4).
- Hours are useful context but never the legal test (DWP guidance, para 151; Chapter 8, 8.3).
- Extra maintenance and repairs driven by tenants' needs, plus supervision (including on-call cover), count as real support and supervision. They are also the activities most often under-recorded.
- The best evidence comes from records providers keep anyway: support plans, activity summaries, repairs logs and call-out logs.
- **SHP's position:** intensive housing management and maintenance, provided because of tenants' needs and beyond general needs management, can be sufficient on their own (Chapter 7, 7.5). Providers that rely on them should evidence them as carefully as any other support.

The law

15.1 What to show

The case law gives a consistent set of questions. Together they form the checklist for any CSS evidence:

Question	Why it matters	Authority
Who provides it?	The landlord, or someone acting on its behalf, must provide it	Schedule 3, para 4(10), SI 2006/217; R(H) 2/07; Chapter 5
What is the relationship to the landlord?	Third-party support counts only where the landlord has arranged or paid for it; a joint venture is not enough	DWP guidance, paras 139 and 140; R(H) 6/08
What activities?	Advice and assistance with the practicalities of life, in particular occupation of the property; oversight to prevent harm	<i>Chorley BC v IT</i> , para 71(7); R(A) 2/75
How often?	Support must be ongoing and more than minimal; available support must have a real prospect of being needed more than very occasionally	R(H) 4/09, para 26; <i>DW v Oxford CC</i> , para 79

Question	Why it matters	Authority
Is it necessary?	Support is not provided unless there is some need for it	<i>MMcF v Sefton BC</i> [2016] UKUT 403 (AAC), para 12
How does it link to the claimant's needs?	Support should be tailored to the individual	DWP guidance, paras 142 to 144; Chapter 14
How does it differ from ordinary management?	The comparator is general needs social housing; what any prudent landlord would do is not support	<i>Chorley BC v IT</i> , para 71(1); R(H) 4/09, para 25
What is its impact on keeping the tenancy?	Is it likely to make a real difference to the claimant's ability to live in the property?	<i>Bristol CC v AW</i> [2009] UKUT 109 (AAC), para 31

What "support" means for eligibility. For the exempt accommodation test, "support" has its case law meaning (Chapter 6). For Housing Benefit eligibility, this manual distinguishes two kinds of activity:

- **care and personal support**, such as personal care, counselling and emotional support, life skills, budgeting help other than with Housing Benefit, training, education and employment support, medication reminders and family liaison. These are not eligible (Schedule 1, para 1(e) and (f))
- **housing-related support and supervision**, which bear on the accommodation, its services and the tenant's occupation of it, such as tenancy sustainment, enhanced repairs and maintenance, property and welfare checks, intervention in disputes, help with Housing Benefit and on-call cover. **SHP's view** is that these are intensive housing management and are eligible (supportedhousing.blog)

The same activity can count towards exempt status and be eligible (*Allerdale*, paras 12 and 30; Chapter 7, 7.5).

The four evidential considerations. In *MMcF v Sefton BC*, the Upper Tribunal identified the evidence likely to need examining: the tenancy terms, the tenant's needs, what services are actually provided, and whether they are likely to make a real difference (paras 14 and 15; Chapter 6, 6.7). A good evidence file addresses all four.

15.2 Why "intensive housing management" as a bare label is not enough

The guidance. "Intensive housing management (and similar terms) are now often used by landlords as an umbrella term to cover a range of charges. The LA should ask for a breakdown of these charges" (DWP guidance, para 190).

The case law. In *DW v Oxford CC*, the landlord had agreed to provide support and employed a part-time tenant support officer. The Upper Tribunal held that it "cannot ... be enough that the landlord is prepared to provide the support", unless there is a real prospect it will be needed more than very occasionally, and that the question is difficult to answer "without having close regard to what the landlord has actually done" (para 79). Landlords offering much the same service can get different outcomes, depending on the evidence of what each actually does (para 78).

What turns a label into evidence. For each IHM activity, the provider should be able to say:

1. what the activity is

2. how it differs from what a general needs social landlord would do
3. which tenants' needs make it necessary
4. how often it is done, and by whom
5. what record shows it was done
6. whether it is eligible housing management, including housing-related support and supervision, or care, counselling or personal support to the person (*Allerdale BC v JD and Others* [2019] UKUT 304 (AAC); Chapter 7, 7.5)

SHP's position. IHM is not a weaker form of support. Where it is evidenced activity by activity, it can be sufficient on its own. Where it is only a label, it will not be enough, whatever the size of the charge.

15.3 Using hours data appropriately: helpful context, never the legal test

The law and the guidance agree. There is no minimum number of hours. The "three hours" figure in CH/1289/2007 was the council's own calculation at one hostel, which the Commissioner said was "not obvious[ly]" minimal (para 21; Chapter 8, 8.3). The guidance says "there is no set number of hours", and that the activities must be considered "alongside the time spent" (para 151).

Where hours help:

- as one indicator of the frequency and substance of support
- in apportioning mixed charges between eligible and ineligible services (Chapter 9, 9.3)
- in showing that staffing levels can deliver the service described

Where hours mislead:

- **supervision and on-call cover** may involve little recorded contact time, but staff are on duty and ready to respond throughout (Chapter 6, 6.5 and 6.6)
- **readiness to intervene**, for example in disputes between tenants, may take little time but makes a real difference (*DW v Oxford CC*, para 53)
- **repairs done quickly** because of a tenant's needs may take little time but prevent harm or tenancy breakdown
- **many hours of ordinary housing management**, or support the claimant does not need, add nothing

SHP's position. Councils should not apply an hours threshold, and providers should not present hours as if they were the test. Hours should be presented alongside a description of what was done and why.

15.4 Evidencing extra maintenance and repairs caused by tenant need

The law. Repairs are not support where the landlord only meets its repairing obligations. They can be support where tenants' needs make those obligations "materially more burdensome", or where the landlord voluntarily goes beyond them, for example "by routinely repairing damage caused by the tenant, or carrying out works in a way designed to take account of the tenant's needs" (*Chorley BC v IT*, para 71(2), (4) and (5); Chapter 6, 6.3). Arranging work for times when tenants are out, to reduce their anxiety, can be support (*Chorley BC v EM* [2009] UKUT 108 (AAC), paras 125 to 128). It does not matter that the landlord is paid through the rent (*Chorley BC v IT*, para 71(6)).

The guidance. Extra maintenance caused by a claimant's disability "could amount to support", although the guidance says it is "unlikely" to be sufficient on its own (para 155). **SHP's view** is that this second sentence is a view, not a rule (Chapter 3, 3.4.1; Chapter 7, 7.5).

What good evidence looks like:

- a **repairs log** that records the cause of each repair, so that damage linked to tenants' needs can be identified
- a **comparison** with general needs repair frequency or cost, even if approximate
- examples of **how works are arranged** around tenants' needs: timing, communication, accompaniment, making safe
- **property visits and checks** that go beyond statutory duties, with what they found and what was done (*Chorley BC v EM*, paras 146 to 155 and 181)
- the **link to needs**: the support plan or needs assessment should explain why, for example, a tenant's mental health, learning disability or substance use leads to more damage, neglect or risk

What does not count on its own. Statutory safety checks done only to meet legal duties, and annual inspections, add little (*Chorley BC v EM*, para 155; DWP guidance, para 151).

15.5 Evidencing supervision and staff availability

The law. Supervision can be "precautionary and anticipatory, yet never result in intervention" (R(A) 2/75). Care and supervision must actually be provided, not just available if called (R(H) 6/08). **SHP's position** is that an organised on-call service, or staff on site or nearby and ready to respond, is supervision: oversight actually provided to prevent harm, even when no call is made (Chapter 6, 6.5 and 6.6). The tenants must have a real prospect of needing it more than very occasionally (*DW v Oxford CC*, para 79).

What good evidence looks like:

- a **description of the cover**: on-site hours, on-call hours, who is on call, how quickly they respond, and how tenants know how to reach them
- **staff rotas** showing the cover is in place
- a **call-out and intervention log**, showing the nature of each call, the response and the outcome
- **risk information** from needs assessments, showing why tenants need oversight, for example risks of self-harm, exploitation, fire, self-neglect or relapse
- **incident and safeguarding records**, summarised, showing how supervision has prevented or reduced harm
- **routine welfare checks** or monitoring, where part of the service

Few call-outs is not proof that supervision is not needed. Supervision that works may result in few incidents. The question is whether there is a real prospect of need, which the tenants' risks will usually show. But where a service is called on very rarely over a long period, that may indicate it is not more than minimal (R(H) 4/09; Chapter 8, 8.2). The evidence should show both the risks and the use made of the service.

15.6 Sample evidence matrix: activity, need met, frequency, record held

A matrix brings the evidence together for a scheme or a claimant. It can form part of the service description (Chapter 13, 13.4) or the support plan (Chapter 14, 14.3). Appendix 7 provides a model activity log. An illustrative matrix:

Activity and frequency	Need met	Beyond general needs because	Record held	Type and eligibility
Tenancy sustainment visit, weekly	Managing the home; risk of tenancy breakdown	General needs landlords rarely visit	Visit log; plan review	Housing-related support. Eligible; any personal support element is ineligible
Repairs to damage linked to needs, as needed	Safe home despite damage caused by disability or behaviour	General needs landlords recharge or take action	Repairs log with cause	Housing-related support. Eligible
Works arranged around needs, as needed	Anxiety; vulnerability; need to be accompanied	Extra effort beyond ordinary arrangements	Repairs log; notes	Housing-related support. Eligible
Fire safety and hoarding checks, monthly	Risk of fire and self-neglect	Statutory checks are annual; these respond to risk	Check record	Supervision. Eligible
Intervention in disputes, as needed	Susceptibility to conflict or exploitation	General needs landlords act later, on complaint	Incident log	Housing-related support (<i>DW v Oxford CC</i> , para 53). Eligible
On-call cover out of hours, continuous	Risk of harm, crisis or relapse	General needs landlords offer emergency repairs only	Rota; call-out log	Supervision. Eligible (SHP's view)
Help with rent and Housing Benefit, as needed	Managing money; keeping the tenancy	Not beyond general needs on its own	Rent account notes	Housing management. Eligible, but cannot be relied on alone (Chapter 3, 3.4.4)
Emotional support and life skills, weekly	Wellbeing; independence	Not housing management	Support notes	Personal support. Ineligible (Schedule 1, para 1(f))

The matrix is illustrative. Each scheme will have its own activities, and the eligibility column needs to be considered activity by activity (Chapter 9).

The guidance

Para	What the guidance says	SHP's view
137	Check who provides CSS, need, sufficiency, link to the accommodation and funding.	Agreed. The 15.1 checklist covers these.

Para	What the guidance says	SHP's view
139 to 140	Third-party CSS needs a contract with the landlord; joint ventures do not count.	Agreed.
151	No set number of hours; activities alongside time; help with benefit claims and safety inspections not enough on their own.	Agreed. Hours are context, not the test.
153	One-to-one, regular and direct support is more substantial; available support counts where likely to be needed and beneficial.	Reasonable factors, not rules. Supervision counts even where no intervention results (R(A) 2/75).
154	A qualified specialist's activity is more substantial.	A relevant factor, not a requirement (Chapter 8).
155	Housing management beyond general needs could be support; extra maintenance is unlikely to be sufficient on its own.	First sentence agreed. The second is a view, not a rule (Chapter 7, 7.5).
189 to 190	Scrutinise IHM charges; ask for a breakdown; deduct ineligible or duplicate items.	Agreed. A breakdown by activity is the right starting point (Chapter 9).

Good practice

For councils:

- Ask what is actually done for the claimant, how it differs from general needs management, and why the claimant needs it.
- Accept summary records: activity summaries, repairs logs with causes, call-out logs and plan reviews.
- Don't apply an hours threshold or a visit count.
- Treat on-call and other supervision as supervision, and look at the tenants' risks as well as the number of call-outs.
- Decide IHM eligibility activity by activity, not by label.
- Give reasons that engage with the evidence, activity by activity.

For providers:

- Break IHM into activities and evidence each one (15.2).
- Record the cause of repairs, so that damage linked to tenants' needs is visible.
- Keep a call-out and intervention log, and summarise it regularly.
- Link every activity to the tenant's assessed needs and support plan.
- Present hours alongside what was done and why.

- Don't rely on help with Housing Benefit, statutory safety checks or set-up work to show support is more than minimal.

Evidence

A proportionate CSS evidence set for a scheme and a claimant:

Level	Evidence	Chapter
Scheme	Service description, including IHM breakdown, on-call arrangements and staffing	13
Scheme	Comparison with general needs management	7
Scheme	Activity matrix (15.6)	15
Claimant	Needs assessment and support plan	14
Claimant	Summary activity record for the period (Appendix 7)	14, 15
Claimant	Repairs, call-out and intervention records, summarised	15
Claimant	Plan reviews showing outcomes	14

Finding common ground

Start with the matrix. A shared activity matrix lets both sides see, in one table, what is done, why, how often and whether it is eligible. Disagreements can then be narrowed to particular activities.

Agree what records will be kept. Providers and councils can agree on the format of activity summaries, repair logs, and call-out logs in advance, so the evidence is ready when needed.

Look at the risks, not just the numbers. Supervision is about preventing harm. Discussing tenants' risks, not just the number of incidents, gives a fairer picture of whether supervision is needed.

Sample, then trust. Where a sample of claimants shows the scheme works as described, both sides can agree to rely on scheme-level evidence and lighter claimant-level checks until the next review (Chapter 12, 12.2).

Key cases and cross-references

Case	Point	Chapter
<i>Chorley BC v IT</i> [2009] UKUT 107 (AAC), [2010] AACR 2	Meaning of support; general needs comparator; when repairs and maintenance are support	6, 7, 15
<i>Chorley BC v EM</i> [2009] UKUT 108 (AAC)	Arranging works around tenants' needs; checks beyond statutory duties; property visits	6, 7, 15
<i>DW v Oxford CC</i> [2012] UKUT 52 (AAC) (CH/1344/2011)	What the landlord actually does; real prospect of need; tenant disputes	6, 7, 8, 15

Case	Point	Chapter
<i>Bristol CC v AW</i> [2009] UKUT 109 (AAC)	The "real difference" test	7, 8, 15
<i>MMcF v Sefton BC</i> [2016] UKUT 403 (AAC) (CH/1286/2016)	Evidence to examine; support must meet a need	6, 8, 15
<i>Allerdale BC v JD and Others</i> [2019] UKUT 304 (AAC)	IHM eligibility activity by activity	7, 9, 15
R(H) 4/09	Prudent landlord test; rarely used support	6, 7, 8, 15
R(H) 6/08	Care and supervision must actually be provided	6, 8, 15
R(A) 2/75	Supervision can be precautionary and anticipatory	6, 15
CH/1289/2007	No hours minimum	8, 15

- **Related chapters:** Chapter 3 (3.4); Chapter 5 (support on the landlord's behalf); Chapter 6 (meaning of CSS); Chapter 7 (IHM and maintenance); Chapter 8 ("more than minimal"); Chapter 9 (service charges); Chapters 13 and 14 (scheme and claimant evidence)
- **Appendices:** Appendix 5 (claimant evidence checklist); Appendix 6 (needs assessment and CSS plan); Appendix 7 (activity log); Appendix 8 (rent and service charge build-up)

Sources

- DWP guidance for supported housing claims: <https://www.gov.uk/government/publications/housing-benefit-guidance-for-supported-housing-claims/housing-benefit-guidance-for-supported-housing-claims>
- *Chorley BC v IT* summary: <https://www.mrassociates.org/knowledge-base/case-law/chorley-bc-v-it-2009-ukut-107-aac-2010-aacr-2-ch-150-2007-final-decision>
- *Chorley BC v EM* summary: <https://www.mrassociates.org/knowledge-base/case-law/chorley-bc-v-em-2009-ukut-108-aac-ch-4432-2006-and-others-final-decision>
- *DW v Oxford CC* summary: <https://www.mrassociates.org/knowledge-base/case-law/dw-v-oxford-cc-2012-ukut-52-aac-ch-1344-2011>
- *Bristol City Council v AW* [2009] UKUT 109 (AAC): <https://administrativeappeals.decisions.tribunals.gov.uk/judgmentfiles/j2715/CH%200200%202009-00.doc>
- *MMcF v Sefton BC* [2016] UKUT 403 (AAC): https://assets.publishing.service.gov.uk/media/57ed1a89e5274a0eb7000014/CH_1286_2016-00.pdf
- *Allerdale BC v JD and Others* [2019] UKUT 304 (AAC): https://assets.publishing.service.gov.uk/media/5dca92caed915d4e8517d9ab/CH_28_31_34_36_2019-00.pdf
- R(H) 4/09: https://hbinfo.org/wp-content/uploads/r_h_4_09.rtf
- CH/1289/2007: https://hbinfo.org/wp-content/uploads/caselaw/ch_1289_2007.doc

16. Reasonable and Unreasonable Requests: Worked Examples

In brief

- This chapter applies Chapters 12 to 15 to the requests councils commonly make and providers commonly receive.
- The test for every request is the same: is the information **reasonably required** to decide entitlement (Housing Benefit Regulations 2006, regulation 86(1); Chapter 12)?
- Most requests are reasonable. Councils need to see who the landlord is, how it holds the property, what the rent is made of, what support is provided and why tenants need it.
- Some requests go too far, usually because they turn a factor into a rule, ask for something the law does not require, or ask for far more detail than the decision needs.
- A request that applies a test the law does not contain, such as a minimum number of hours, risks an error of law in the decision that follows (Chapter 4, 4.2).
- Where the two sides disagree, they can almost always narrow the issue by going back to shared reference points: the regulations, the case law and the DWP guidance.
- **SHP's position:** neither side gains from an adversarial approach. A clear request, a prompt and complete answer, and a conversation where they differ will resolve most cases.

The law

The legal framework is set out in earlier chapters:

- **Regulation 86(1):** information must be "reasonably required" to determine entitlement, within one month or longer (Chapter 12, 12.1)
- ***Kerr v Department for Social Development* [2004] UKHL 23:** a co-operative process; the council asks the questions, the claimant supplies what they reasonably can, and gaps the council could fill itself should not count against the claimant (paras 62 and 63; Chapter 12)
- **Suspension and termination:** strict notice and time limits apply (Decisions and Appeals Regulations 2001, regulations 11, 13 and 14; CH/1764/2008; Chapter 12, 12.5)
- **Findings of fact are not rules:** treating the facts of one case as a legal threshold is an error (R(I) 12/75, para 19; Chapter 4, 4.2)

16.1 Requests generally considered reasonable

The following requests are reasonable in principle. Whether a particular request is reasonable also depends on its timing, its scope and what the council already holds.

Request	Why it is reasonable	Proportionate form	Reference
Evidence of landlord status	Exempt status depends on it	Register entry; constitution and accounts for unregistered bodies	DWP guidance, paras 97 to 125; Chapter 13, 13.1

Request	Why it is reasonable	Proportionate form	Reference
Head lease and connected parties	Shows who provides the accommodation, whether the landlord is in control, and the main cost	Property and lease schedule, representative lease, connected parties statement	DWP guidance, paras 126 to 132; Chapter 13, 13.2
Rent and service charge build-up	Needed to decide eligible rent and reasonableness	Appendix 8 template, on new schemes and rent increases	DWP guidance, paras 168, 196 and 238; Chapter 13, 13.5
Breakdown of an IHM charge	Eligibility is decided activity by activity	Activities, frequency and staff time	DWP guidance, para 190; <i>Allerdale</i> ; Chapter 7
Service description	Shows the care, support or supervision provided	Short narrative, staffing and on-call arrangements	DWP guidance, para 137; Chapter 13, 13.4
Third-party support agreement	Shows support is on the landlord's behalf	Contract or SLA	DWP guidance, para 139; Chapter 5
How ineligible support is funded	Needed to decide whether any deduction applies	Contract or statement	DWP guidance, paras 160 and 187; Chapter 3, 3.4
Tenancy or licence	Liability and charges	Signed agreement	DWP guidance, para 94; Chapter 14, 14.5
Referral and needs assessment	Need for care, support or supervision	Referral note; provider's assessment	DWP guidance, paras 145 to 149; Chapter 14
Support plan	Support linked to needs	Plan with outcomes and review date	Chapter 14, 14.3
Summary of support delivered	Support is actually provided and more than minimal	Summary activity record; plan reviews; call-out log summary	<i>DW v Oxford CC</i> , para 79; Chapter 15
Changes of circumstances	Accurate entitlement	Prompt notice of changes, including when a tenant leaves	Regulation 88(1); Chapter 14, 14.7

16.2 Requests likely to be overreaching or unlawful

Each example below sets out a request, the problem with it, and a better approach. The examples are illustrations. Each case turns on its own facts.

Example 1: a fixed minimum of hours

"Please confirm that each tenant receives at least three hours of support a week. If not, we cannot treat the accommodation as exempt."

- The problem.** There is no minimum number of hours. The "three hours" figure comes from the council's own calculation in CH/1289/2007, where the Commissioner said only that it was not obvious that support of that order was minimal (para 21). The DWP guidance says "there is no set

number of hours" (para 151). Refusing exempt status for falling below a threshold applies a test the law does not contain.

- **A better approach.** Ask what support is provided, how often, why the tenant needs it and what difference it makes (*Bristol CC v AW*, para 31). Use hours as one piece of evidence.
- **References:** Chapter 8, 8.3 and 8.5; Chapter 15, 15.3.

Example 2: daily contact rules

"Supported housing must involve daily contact with every tenant. Please provide records showing daily contact."

- **The problem.** The law requires support that is more than minimal for the claimant, not a set pattern of contact. Supervision can be "precautionary and anticipatory, yet never result in intervention" (R(A) 2/75), and support can be provided by making help available where there is a real prospect of need (*DW v Oxford CC*, para 79). A daily contact rule would exclude many schemes where tenants need less frequent but real support and supervision.
- **A better approach.** Ask for the support plan and a summary of contact and interventions, and consider whether the pattern meets the claimant's needs.
- **References:** Chapter 6, 6.4 to 6.6; Chapter 8.

Example 3: a demand for support that is not funded by Housing Benefit

"To qualify as exempt, the provider must show that it delivers support funded from outside Housing Benefit, or charges tenants for support."

- **The problem.** The definition is met by care, support **or** supervision. Nothing in it requires support that is ineligible for Housing Benefit. Intensive housing management and maintenance, and housing-related support and supervision, can be support and supervision and can be sufficient on their own (Chapter 7, 7.5). Requiring providers to charge tenants £15 to £20 a week for notional "support" is unnecessary and can harm tenants (Chapter 11, 11.6).
- **A better approach.** Ask what care, support or supervision is provided, whether it goes beyond general needs management, and whether any **ineligible** support that is actually provided has a funding source (DWP guidance, paras 160 to 162 and 187, read as Chapter 3, 3.4 explains).
- **References:** Chapter 3, 3.4; Chapter 7, 7.5; Chapter 9.

Example 4: full rotas and timesheets for every tenant

"Please provide staff rotas, timesheets and time allocated to each tenant for the last 12 months, for every claim."

- **The problem.** This asks for far more than the decision needs, often for information that does not exist in that form (Decisions and Appeals Regulations 2001, regulation 13(4)(b)). It ignores what the council already holds and repeats scheme-level evidence with every claim. It may also involve disclosing staff personal data without need (Chapter 12, 12.6).
- **A better approach.** Ask once, at scheme level, for a staffing summary and a sample rota. For claimants, ask for a summary activity record for a defined period. Use sampling where tenants' needs are similar (CH/1289/2007, para 28).
- **References:** Chapter 12, 12.2 and 12.3; Chapter 13, 13.4; Chapter 15.

Example 5: full case notes

"Please send the complete support file for this tenant."

- **The problem.** Whole files contain sensitive personal information that the decision does not need. Data must be "limited to what is necessary" (UK GDPR, Article 5(1)(c)).
- **A better approach.** Ask for the needs assessment, support plan, plan reviews and a summary activity record. Ask for specific extracts if a particular question remains.
- **References:** Chapter 12, 12.6; Chapter 14, 14.6.

Example 6: a disability benefit, care package or professional assessment as a condition

"We can only accept that the tenant has support needs if they receive PIP or have a care package."

- **The problem.** Public funding is "a reasonable indication" of need (DWP guidance, para 148), but its absence is not evidence of no need (para 147). Many tenants with real needs have no disability benefit or professional involvement.
- **A better approach.** Accept the provider's own needs assessment by trained staff, alongside any third-party indicators that exist (para 145).
- **References:** Chapter 14, 14.2 and 14.4.

Example 7: commissioning or a letter of support as a condition

"Exempt status will only be considered where the scheme is commissioned by the council or has a letter of support."

- **The problem.** Commissioning is helpful evidence but not a legal requirement. An uncommissioned scheme can provide care, support or supervision and meet the definition.
- **A better approach.** Treat commissioning, referral arrangements and letters of support as evidence of need and local fit, not as conditions of entitlement. Work with commissioning and housing options colleagues (DWP guidance, paras 149 and 209).
- **References:** Chapter 13, 13.6.

Example 8: the same scheme documents with every claim

"Please provide the landlord's constitution, accounts, lease and service description with this new claim."

- **The problem.** Where the council already holds these on its scheme file, asking again is not "reasonably required". Under *Kerr*, information the council can find for itself should not count against the claimant (para 63).
- **A better approach.** Keep a scheme file, ask for scheme-level evidence once, and review it annually or on change. Ask only for what has changed.
- **References:** Chapter 12, 12.2; Chapter 13.

Example 9: a blanket policy against lease-based schemes

"The council does not accept that lease-based schemes can be exempt accommodation."

- **The problem.** Lease-based provision is lawful. A leaseholder landlord provides the accommodation (*Chorley BC v IT* [2009] UKUT 107 (AAC)). The concerns are about how the model is used, not the model itself (*FYE v Middlesbrough City Council and GPZ v Sunderland City Council* [2026] UKUT 157 (AAC), para 11). Each case must be considered on its own facts (DWP guidance, para 210).
- **A better approach.** Examine the lease terms, connected parties and rent setting, and look for the warning signs in Chapter 11 (11.3).
- **References:** Chapter 5, 5.3; Chapter 11; Chapter 13, 13.2.

Example 10: comparing the cost of support with the Housing Benefit at stake

"The support costs £10 a week but exempt status would increase Housing Benefit by £150 a week, so the support is minimal."

- **The problem.** "The legislation does not require or permit any such comparison" (*Bristol CC v AW*, para 32). A low support charge does not show that support is minimal (para 31; CH/1289/2007, para 20).
- **A better approach.** Assess whether the support makes a real difference to the claimant's ability to live in the property. Consider the reasonableness of the rent separately (Chapter 10).
- **References:** Chapter 8, 8.2; Chapter 10.

Example 11: suspending without the proper notice

"Your tenant's benefit has been suspended because you have not provided the information we asked for. It will be cancelled if we do not hear from you within a month."

- **The problem.** A suspension for failure to provide information needs a notice under regulation 13(3), and entitlement can only end after the regulation 13(4) period has run, and never where payment was suspended only in part (regulation 14). The request must have reached the person and identified what was needed (CH/1764/2008, paras 14, 24 and 26).
- **A better approach.** Check that the request was received and is clear. Send a proper regulation 13(3) notice. Consider suspending only the part of the award in dispute (regulation 11).
- **References:** Chapter 12, 12.5.

Example 12: requests for commissioning or regulatory purposes under a Housing Benefit heading

"As part of the Housing Benefit review, please provide your safeguarding policy, staff training matrix, outcomes framework, and complaints log."

- **The problem.** Some of this may be relevant, for example, training where staff qualifications are in issue (DWP guidance, para 154). But much of it serves commissioning, contract monitoring or licensing purposes, not entitlement.
- **A better approach.** Say which entitlement question each item answers. Request other information through the appropriate commissioning or licensing route.
- **References:** Chapter 12, 12.1 and 12.3.

16.3 Points at issue: how to resolve them through dialogue

Where real disagreements arise. Some questions do not have a single right answer and call for judgment:

- whether particular IHM activities go beyond general needs management for this tenant group
- how to apportion mixed charges between eligible and ineligible services
- whether a particular claimant has a real prospect of needing the support available
- whether a rent is unreasonably high compared with suitable alternative accommodation
- whether lease terms or connected parties give cause for concern
- how often scheme evidence should be reviewed

A five-step approach:

1. **Identify the question.** What entitlement question is in issue: landlord status, exempt status, eligibility, reasonableness or contrivance? Keep them separate (Chapter 7, 7.5; Chapter 9).

2. **Agree the law.** Use the shared reference points below. Most of the law is settled.
3. **Agree the facts.** Identify what is agreed and what is not, and what evidence would settle the rest.
4. **Narrow the issue.** In *Allerdale*, the parties agreed most of the charge and left only three items for the Upper Tribunal (para 31). That is a good model.
5. **Record the outcome.** Note what has been agreed on the scheme file, so that future claims start from an agreed position.

Shared reference points:

Issue	Shared reference point	Chapter
Meaning of support	"Advice and assistance ... in coping with the practicalities of his life, and in particular his occupation of the property" (<i>Chorley BC v IT</i> , para 71(7))	6
General needs comparator	What a general needs social landlord would do (<i>Chorley BC v IT</i> , para 71(1))	6, 7
More than minimal	Likely to make a real difference to the claimant's ability to live in the property (<i>Bristol CC v AW</i> , para 31)	8
Hours	"There is no set number of hours" (DWP guidance, para 151)	8, 15
Available support	Real prospect of need more than very occasionally (<i>DW v Oxford CC</i> , para 79)	6, 8
Eligibility of IHM	Activity by activity; housing management judged against this tenant group (<i>Allerdale</i> , paras 25 and 31)	7, 9
Exempt status and eligibility	Separate questions with "fundamentally different purposes" (<i>Allerdale</i> , para 30)	7, 9
Need	Absence of a formal assessment does not mean no need (DWP guidance, para 147)	14
Evidence	"Reasonably required" (regulation 86(1)); a co-operative process (<i>Kerr</i> , para 62)	12
Each case individually	DWP guidance, para 210	12 to 15

If agreement is not possible. Where the sides still disagree, the council should make a clear decision with reasons that engage with the evidence, and the provider and claimant can seek a revision or appeal (Chapter

20). A well-reasoned decision, even one the provider disagrees with, is better for both sides than continued uncertainty.

The guidance

Para	What the guidance says	SHP's view
134	One month or longer, taking account of complexity and capability.	Agreed.
145 to 148	Needs assessment by a suitably qualified person, which can be the landlord; no assessment does not mean no need; public funding indicates need.	Agreed. Examples 6 and 7.
151	No set number of hours.	Agreed. Examples 1 and 2.
162, 187	Deduction where ineligible support is not separately funded.	Applies to ineligible support actually provided, not as a requirement to provide it. Example 3.
168, 196, 238	Rent breakdown on new claims and rent increases.	Agreed for new schemes and increases. Example 8.
190	Ask for a breakdown of IHM charges.	Agreed.
210	Consider each case individually.	Agreed. Example 9.

Good practice

For councils:

- Test every request against regulation 86: what decision is it for, and is it needed for that decision?
- Avoid thresholds and conditions the law does not contain, such as hours, daily contact, PIP or commissioning.
- Use the scheme file and ask only for what has changed.
- Explain the reason for each request (Chapter 12, 12.4; Appendix 9).
- Where you disagree with a provider, identify the specific point and the evidence that would resolve it.

For providers:

- Answer reasonable requests fully and promptly, even where you think the council already has the information. Say so politely, and point to where it is held.
- Where a request seems to go too far, ask what decision it relates to and offer evidence that answers that question.
- Use the shared reference points in 16.3 rather than general argument.
- Don't treat a request as hostile. Most requests reflect a genuine need to understand the scheme.

Evidence

Triage for a request. Before sending or answering a request, both sides can ask:

Question	If yes	If no
Does it relate to a specific entitlement question?	Continue	Identify the question first
Is it in the scheme file already?	Use the scheme file	Continue
Does it apply a test the law contains?	Continue	Reframe it as a factor, not a rule
Is it at the right level, scheme or claimant?	Continue	Move it to the right level
Is there a simpler form that would answer the question?	Use the simpler form	Continue
Does the information exist?	Provide it	Explain, and offer an alternative

Finding common ground

Use the examples together. Councils and providers can use this chapter to agree, in advance, which requests are routine and which call for discussion.

Build a local protocol. Combining the scheme file (Chapter 13), the claimant file (Chapter 14), the CSS evidence set (Chapter 15) and the examples here gives a local evidence protocol that both sides can sign up to.

Talk early. A short conversation when a request is first made, or when a provider first has concerns, prevents most disputes from starting.

Key cases and cross-references

Case	Point	Chapter
<i>Kerr v Department for Social Development</i> [2004] UKHL 23	Co-operative process; information the council can find for itself	12, 16
CH/1289/2007	No hours minimum; low support charge not decisive; similar tenants	8, 15, 16
<i>Bristol CC v AW</i> [2009] UKUT 109 (AAC)	Real difference test; no comparison of support cost with Housing Benefit	8, 16
<i>DW v Oxford CC</i> [2012] UKUT 52 (AAC) (CH/1344/2011)	Real prospect of need	6, 8, 16
R(A) 2/75	Supervision can be precautionary and anticipatory	6, 16
<i>Allerdale BC v JD and Others</i> [2019] UKUT 304 (AAC)	IHM eligibility activity by activity; narrowing disputes	7, 9, 16

Case	Point	Chapter
<i>Chorley BC v IT</i> [2009] UKUT 107 (AAC), [2010] AACR 2	Meaning of support; general needs comparator; leaseholder landlord	5, 6, 16
<i>FYE v Middlesbrough CC and GPZ v Sunderland CC</i> [2026] UKUT 157 (AAC)	Lease-based schemes: the model is not the problem	5, 11, 16
<i>CH/1764/2008</i> [2008] UKUT 13 (AAC)	Requests must be communicated; notice before termination	12, 16
<i>R(I) 12/75</i>	Findings of fact are not rules	4, 16

- **Related chapters:** Chapter 4 (4.2, rule of thumb thresholds); Chapters 6 to 11 (the legal tests); Chapters 12 to 15 (evidence); Chapter 17 (working in partnership); Chapter 20 (disputes and appeals)
- **Appendices:** Appendices 4 to 9 (checklists, templates and model letter)

Sources

- Housing Benefit Regulations 2006, regulation 86:
<https://www.legislation.gov.uk/uksi/2006/213/regulation/86>
- Housing Benefit and Council Tax Benefit (Decisions and Appeals) Regulations 2001:
<https://www.legislation.gov.uk/uksi/2001/1002>
- DWP guidance for supported housing claims:
<https://www.gov.uk/government/publications/housing-benefit-guidance-for-supported-housing-claims/housing-benefit-guidance-for-supported-housing-claims>
- *Kerr v Department for Social Development* [2004] UKHL 23:
<https://www.bailii.org/uk/cases/UKHL/2004/23.html>
- *CH/1289/2007*: https://hbinform.org/wp-content/uploads/caselaw/ch_1289_2007.doc
- *Bristol City Council v AW* [2009] UKUT 109 (AAC):
<https://administrativeappeals.decisions.tribunals.gov.uk/judgmentfiles/j2715/CH%200200%202009-00.doc>
- *DW v Oxford CC* summary: <https://www.mrassociates.org/knowledge-base/case-law/dw-v-oxford-cc-2012-ukut-52-aac-ch-1344-2011>
- *Allerdale BC v JD and Others* [2019] UKUT 304 (AAC):
https://assets.publishing.service.gov.uk/media/5dca92caed915d4e8517d9ab/CH_28_31_34_36_2019-00.pdf
- *FYE v Middlesbrough City Council and GPZ v Sunderland City Council* [2026] UKUT 157 (AAC):
https://assets.publishing.service.gov.uk/media/69f216d7b0c3a4023e5d6e63/UA-2024-001199-HB_and_UA-2024-001252-HB.pdf
- *CH/1764/2008* [2008] UKUT 13 (AAC):
<https://administrativeappeals.decisions.tribunals.gov.uk/judgmentfiles/j2563/CH%201764%202008-00.doc>
- SHP, What is "Care, Support or Supervision", and can it be Funded through Enhanced Housing Benefit?: <https://supportedhousing.blog/2025/04/29/what-is-care-support-or-supervision-and-can-it-be-funded-through-enhanced-housing-benefit/>

Part D: Process and Practice

17. Working in Partnership

In brief

- Most disputes in supported housing claims come from misunderstanding, delay and a lack of contact, not bad faith. Partnership working prevents most of them.
- There is no general statutory duty on a Housing Benefit team to consult providers. But decision making is "a co-operative process of investigation" (*Kerr v Department for Social Development* [2004] UKHL 23, para 62), and the DWP guidance describes collaboration with commissioning and housing options as "essential" (para 209).
- The best time to engage is **before a scheme opens**. An early conversation about the landlord, the lease, the service and the rent costs far less than a dispute after claims are made.
- A **local protocol** between Housing Benefit, commissioning, housing options and providers sets out who does what, what evidence is expected and how disagreements are resolved.
- **Named contacts, a provider forum and a clear escalation route** keep problems small. They do not replace the statutory rights to a revision and an appeal.
- Under the Supported Housing (Regulatory Oversight) Act 2023, councils must publish a supported housing strategy, and the government plans to link licensing to Housing Benefit. Housing Benefit teams and providers should be part of that work now.
- **SHP's position:** partnership is not a soft option. It is the most efficient way for councils to protect public money and for providers to sustain good schemes, and it is the best way to protect tenants.

The law

A co-operative process. In *Kerr*, the House of Lords described benefit decision making as "a co-operative process of investigation in which both the claimant and the department play their part" (para 62). The council knows what it needs and should ask for it. The claimant, usually through the provider, should supply what they reasonably can (Chapter 12). Partnership working applies that principle at scheme level.

Information must be reasonably required. A protocol cannot extend what the council can require. Requests must still meet the test in regulation 86(1) of the Housing Benefit Regulations 2006 (Chapter 12, 12.1). A protocol can make requests clearer, earlier and more consistent.

Each claim is decided on its own facts. A protocol, a scheme review or an informal indication before a scheme opens is not a decision on entitlement and cannot bind the council on a later claim (DWP guidance, para 210). It can reduce risk on both sides by settling in advance what the council will want to see.

Statutory rights are unchanged. Informal resolution does not stop the time limits for asking for a revision or appealing (Housing Benefit and Council Tax Benefit (Decisions and Appeals) Regulations 2001; Chapter 20). An escalation route should run alongside those rights, not in place of them.

Data protection. Sharing personal data between Housing Benefit, other council teams and providers must have a lawful basis and be limited to what is necessary (Chapter 12, 12.6). A protocol should say what is shared, why and how.

The Supported Housing (Regulatory Oversight) Act 2023.

- **Section 2:** each local housing authority in England must review the supported exempt accommodation in its district and publish a supported housing strategy by a date set in regulations (the government plans this to be **31 March 2027**) and then every five years. The strategy must

assess current supply and the likely need over five years. The social services authority must give the housing authority reasonable assistance, and both must have regard to the strategy (legislation.gov.uk).

- **Section 7:** in exercising licensing functions, a local housing authority must have regard to the National Supported Housing Standards and to guidance (legislation.gov.uk).
- **Section 10:** the Secretary of State may make regulations on sharing information about supported exempt accommodation between local housing authorities, registered providers, the Regulator of Social Housing and the Secretary of State, within data protection law (legislation.gov.uk).

17.0 Why non-adversarial working gets better outcomes

For tenants. Delays and disputes leave tenants in arrears, anxious about their homes, and sometimes evicted. Most supported housing tenants cannot manage a dispute about their own claim. A working relationship between the council and the provider protects them.

For councils. Partnership gives the council an understanding of its local supported housing market that it cannot get from claim forms alone. The DWP guidance says collaboration with commissioning and housing options "gives LAs greater control and understanding of their local supported housing sector and improves ways of working and consistency in decision making" (para 209). It also helps councils identify the arrangements that need close scrutiny, which in SHP's experience involve a significant number of often property and/or investor-led landlords.

For providers. Providers that engage early and openly spend less time on repeated requests, are paid sooner and can plan with more confidence. A council that understands a scheme is less likely to misread it.

What partnership is not. It is not an agreement to stop scrutinising claims, or to accept a decision that is wrong. Councils must still apply the law, and providers and tenants keep their rights of challenge. Partnership means doing both openly, with reasons, and starting dialogue early when the two sides differ.

17.1 Early engagement before a scheme opens

Why it matters. The questions that decide most supported housing claims are scheme-level: who the landlord is, how it holds the property, what it provides, and how the rent is built up (Chapter 13). They can be answered before any tenant moves in.

What early engagement looks like. A provider planning a new scheme, or a significant change to an existing one, contacts the council's named supported housing contact and shares a draft scheme evidence pack (Chapter 13; Appendix 4). The council reviews it, raises questions, and gives an informal view on what further evidence it will need.

What to cover.

Topic	Questions to settle early	Reference
Need and fit with local strategy	Is there a need for this provision? How does it fit the local supported housing strategy and any temporary accommodation to exempt accommodation strategy?	SHROA, s.2; Chapter 13
Landlord status	Is the landlord a qualifying, not-for-profit body?	Chapter 5

Topic	Questions to settle early	Reference
Property and lease	Who owns the property? Are there connected parties? Is the lease rent reasonable?	Chapters 5 and 11
Service	What care, support or supervision will be provided, by whom, and to which tenant group?	Chapters 6 to 8
Referrals	How will tenants be referred and assessed? Does the scheme work within the council's referrals framework?	Chapter 14
Rent and service charges	How is the rent built up? Which elements are eligible?	Chapters 9 and 10; Appendix 8
Commissioning and funding	Is any support commissioned? How is any ineligible support funded?	Chapter 13
Property standards	What compliance checks are in place?	Chapter 13

Referrals. Early engagement is the right time to agree how tenants will be referred. Referrals from housing options are appropriate for homeless people with additional needs, especially where the council has agreed a strategy for moving households from temporary accommodation into supported exempt accommodation. Self-referrals can be legitimate in emergencies and where a "hard to reach" group will not engage with statutory services. SHP's position is that they should only be used by providers working within a council-approved referrals framework (Chapter 14).

The limits of an early view. An early view is not a decision. Entitlement is decided claim by claim, on the evidence at the time (DWP guidance, para 210). The council should say so, and the provider should not treat an early view as a guarantee. But where the scheme opens as described, the council should not reopen points it has already accepted without a reason.

17.2 Local protocols between Housing Benefit, commissioning, housing and providers

Why a protocol. Housing Benefit, commissioning, housing options, homelessness, adult social care, and children's services often each work with the same provider without knowing what the others have agreed. The National Statement of Expectations recommends that councils "consider implementing oversight arrangements to support joined up working between partners", and that "all relevant teams (including across upper and lower tiers) are aware of plans to commission and deliver supported housing" ([National Statement of Expectations](#)). A local protocol puts that into practice.

Who should be involved. At a minimum, Housing Benefit, commissioning and housing options. In two-tier areas, the county council's adult social care and commissioning teams should be involved too (DWP guidance, paras 149 and 209). Providers should be consulted on the draft and invited to sign up to it.

What a protocol should contain. Appendix 12 provides a model, and Appendix 13 a data sharing agreement template.

Section	Content
Purpose and principles	Shared aim of good decisions, protection of tenants and value for money; non-adversarial working
Roles	What each council team and the provider is responsible for
Scheme evidence	The scheme evidence pack, the scheme file and the annual review (Chapter 13)
Claimant evidence	Core claimant documents and the proportionate form expected (Chapter 14)
Referrals	The council-approved referrals framework, including emergency and self-referral routes
Timescales	Target times for requests, responses and decisions
Information sharing	What personal data is shared, the lawful basis, and how it is held and deleted
Contacts	Named contacts on each side
Escalation	Steps for resolving a disagreement, alongside statutory rights (17.3)
Review	Annual review of the protocol

Commissioning information. Commissioning teams often hold information the Housing Benefit team needs, such as how support is funded and what a commissioned service provides. The DWP guidance says Housing Benefit teams may be able to source funding information from the commissioning team (para 160), and should work with commissioning teams and providers to establish a reasonable cost for care, support or supervision (para 165). A protocol should make that routine, so that the council does not ask the provider for information it already holds (*Kerr*, para 63).

What a protocol cannot do. It cannot add conditions of entitlement that the law does not contain, such as a minimum number of support hours or a requirement that every scheme is commissioned (Chapter 16). Nor can it bind the council on a particular claim.

17.3 Named contacts, provider forums and escalation routes

Named contacts. Each side should name a contact for supported housing claims, with a deputy. On the council side, this is ideally a specialist officer or small team, which the DWP guidance supports through internal and external collaboration and the sharing of good practice (para 207). On the provider side, it is someone who knows the schemes and can answer for them.

Provider forums. A regular forum, perhaps quarterly, lets the council explain its approach, share changes in law and guidance, and hear common problems. It is also a good place to agree templates, such as the scheme evidence pack and the rent build-up (Appendices 4 and 8). A forum is for general issues. Individual claims and personal data should be dealt with separately.

An escalation route. Most disagreements can be resolved by the people dealing with the claim. Where they cannot, a simple route helps:

1. **Officer to officer.** The named contacts discuss the specific point and the evidence, using the shared reference points in Chapter 16 (16.3).

2. **Team leader or specialist review.** A more senior officer looks at the point with the provider's manager.
3. **Service manager meeting.** The Housing Benefit manager and the provider's senior manager meet, with commissioning or housing colleagues where relevant.
4. **Formal routes.** Where the point is still not agreed, the council makes or confirms its decision with reasons, and the claimant or provider can ask for a revision or appeal (Chapter 20).

Keep the time limits in view. Informal discussion must not cause anyone to miss a statutory time limit. Where a decision has been made and discussion is continuing, the provider or claimant should ask for a revision within time, and say that discussions are ongoing.

Record the outcome. Note on the scheme file what was agreed and why, so the same point is not argued again on the next claim.

17.4 Joining up with SHROA, NSHS and licensing duties

Supported housing strategies. The duty to review supported exempt accommodation and publish a strategy has been in force since 29 August 2023, with the first deadline to be set in regulations (legislation.gov.uk). Housing Benefit data is one of the best sources of information on local supply: which schemes exist, who runs them, how many tenants they house and what the rents are. Housing Benefit teams should contribute to the review, and providers should engage with it.

National Supported Housing Standards and licensing. The government has confirmed that the National Supported Housing Standards will underpin licensing, and that Housing Benefit will be linked to licensing, with a phased approach and safeguards for residents ([MHCLG government response](#)). The detailed regulations are still to come.

Until the regime is in force. Housing Benefit decisions continue to be made under the existing law. The National Supported Housing Standards and licensing are not yet conditions of Housing Benefit entitlement, and Housing Benefit teams should not apply them as if they were (Chapter 13). But councils and providers can prepare now:

- **Councils:** make sure the Housing Benefit team, the strategy lead and the future licensing team share information on schemes and providers, within data protection law; and plan how a licensing decision will feed into Housing Benefit.
- **Providers:** review schemes against the National Supported Housing Standards; keep property compliance records in order; and keep the scheme evidence pack up to date, since much of it will also support a licence application.

Information sharing. Regulations under section 10 of the Act may set out how information about supported exempt accommodation is shared between councils, registered providers, the Regulator of Social Housing and the Secretary of State (legislation.gov.uk). Until then, sharing between teams relies on existing data protection law and the council's own powers (Chapter 12, 12.6).

[Placeholder: update this section when the licensing regulations, the National Supported Housing Standards and any section 10 information sharing regulations come into force.]

The guidance

Para	What the guidance says	SHP's view
13	Councils have a role in the strategic planning, commissioning and monitoring of supported housing	Agreed. Housing Benefit is one part of that role
149	Housing Benefit teams should work with stakeholders in their council and county council to monitor referrals and needs assessment	Agreed. A council-approved referrals framework is the best way to do it
160	Funding information may be available from the commissioning team	Agreed. Use it before asking the provider
165	Work with commissioning teams and providers to establish a reasonable cost for care, support or supervision	Agreed, provided it is not used as a rule on support hours or cost (Chapter 16, Example 10)
207	Use internal and external collaboration and share good practice	Agreed
209	Collaboration with commissioning and housing options is "essential"	Agreed
210	Each case must be considered individually	Agreed. A protocol supports decisions, it does not replace them

Good practice

For councils:

- Name a specialist contact or team for supported housing claims.
- Offer providers an early conversation before a scheme opens, and record what is agreed.
- Agree a local protocol with commissioning, housing options and, in two-tier areas, the county council, and consult providers on it.
- Use commissioning information before asking providers for it.
- Run a regular provider forum.
- Offer a clear escalation route, and make sure it never delays a decision or a statutory time limit.
- Contribute Housing Benefit data to the supported housing strategy review.

For providers:

- Engage with the council before opening a scheme or changing one significantly.
- Share a complete scheme evidence pack, and keep it up to date.
- Work within the council's referrals framework.

- Name a contact who can answer for each scheme.
- Raise concerns early and specifically, and use the escalation route before appealing, while keeping to the time limits.
- Take part in provider forums and the supported housing strategy review.

Evidence

A record of partnership. A short scheme file note, kept by the council and shared with the provider, should record:

Item	Content
Early engagement	Date, who attended, evidence reviewed, points agreed and points outstanding
Protocol sign-up	Date the provider signed up to the local protocol
Agreed positions	Points on the scheme agreed through discussion or escalation, with reasons
Review dates	Next annual scheme review

This is not a new evidence requirement. It is a record that saves both sides from repeating work.

Finding common ground

Start from the same law. Disagreements are easier to resolve when both sides use the same reference points (Chapter 16, 16.3). A local protocol can adopt this manual, or parts of it, as an agreed starting point.

Talk before writing. A phone call or short meeting resolves many issues faster than an exchange of letters.

Separate the scheme from the claim. Settle scheme-level questions once, at scheme level. Individual claims then turn only on the tenant's own circumstances.

Share the aim. Councils and providers both want good-quality supported housing, fairly funded, for people who need it. Starting from that aim makes the detail easier to agree.

Key cases and cross-references

Case or provision	Point	Chapter
<i>Kerr v Department for Social Development</i> [2004] UKHL 23	Co-operative process; council should use information it can find for itself	12, 16, 17
Housing Benefit Regulations 2006, reg 86	Information must be reasonably required	12, 17
Supported Housing (Regulatory Oversight) Act 2023, ss.2, 7 and 10	Strategies, licensing functions, information sharing	1, 17
DWP guidance, paras 149, 160, 165, 207, 209 and 210	Joint working; each case decided individually	3, 17

- **Related chapters:** Chapter 1 (1.5, SHROA); Chapter 12 (proportionate evidence and data protection); Chapter 13 (scheme evidence); Chapter 14 (referrals); Chapter 16 (reasonable requests and dialogue); Chapter 20 (disputes and appeals)
- **Appendices:** Appendix 4 (scheme checklist); Appendix 8 (rent build-up); Appendix 12 (model local protocol); Appendix 13 (data sharing agreement)

Sources

- *Kerr v Department for Social Development* [2004] UKHL 23:
<https://www.bailii.org/uk/cases/UKHL/2004/23.html>
- Housing Benefit Regulations 2006, regulation 86:
<https://www.legislation.gov.uk/uksi/2006/213/regulation/86>
- Housing Benefit and Council Tax Benefit (Decisions and Appeals) Regulations 2001:
<https://www.legislation.gov.uk/uksi/2001/1002>
- Supported Housing (Regulatory Oversight) Act 2023, section 2:
<https://www.legislation.gov.uk/ukpga/2023/26/section/2>
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<https://www.legislation.gov.uk/ukpga/2023/26/section/7>
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- Supported housing: National Statement of Expectations:
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- MHCLG, Supported housing regulation consultation: government response:
<https://www.gov.uk/government/consultations/supported-housing-regulation-consultation/outcome/supported-housing-regulation-consultation-government-response>

18. The Claim Lifecycle

In brief

- A supported housing claim has a lifecycle: the scheme is assessed, tenants claim, payment is made, rents change, questions arise, and eventually tenants move on or the scheme changes or closes. Each stage has its own rules and its own risks.
- **New schemes** should be assessed once, at scheme level, using the scheme evidence pack, so that individual claims can then be decided quickly (Chapter 13).
- **Claims must be made promptly.** For working age claimants, backdating is limited to one month and needs continuous good cause (Housing Benefit Regulations 2006, regulation 83(12) and (12A)). A claim made within one month of moving in can usually be treated as made on the day the tenant became liable.
- Where a council cannot decide a rent allowance claim within 14 days, for reasons that are not the claimant's fault, it **must make a payment on account** (regulation 93).
- **Direct payment to the landlord** is the norm in supported housing. It must be made where there are eight weeks or more of arrears, and may be made where the tenant consents or it is in their interest (regulations 95 and 96).
- **Rent increases** take effect from the day they occur if notified within one month. Late notice can cost the tenant and provider the increase for the period before notification (regulation 79(2); Decisions and Appeals Regulations 2001, regulation 8(3)).
- **Suspension** is a power, not a duty. It should be limited to the issue, to the claims affected and to the shortest time needed. Payment must be restored within 14 days once the issue is resolved (Decisions and Appeals Regulations 2001, regulations 11 and 12).
- **Scheme closures, transfers and changes of provider** need planning with the council, so that tenants are not left without a home or with an overpayment.
- **SHP's position:** most delay and cost in the lifecycle can be avoided by doing scheme-level work once, telling each other about changes early, and using the tools the regulations already provide, such as payments on account and partial suspension.

The law

Stage	Main rule	Reference
Date of claim	Depends on the circumstances; usually the date of first notification of an intention to claim, if the claim is completed within one month	Regulation 83(5)
Backdating (working age)	Up to one month, with continuous good cause	Regulation 83(12) and (12A)
Backdating (pension age)	Up to three months, without good cause	Housing Benefit (State Pension Credit) Regulations 2006, regulation 64(1)

Stage	Main rule	Reference
Start of entitlement	The benefit week after the date of claim; or the benefit week of the claim where the claimant first becomes liable in that week	Regulation 76
Decision	Within 14 days of the claim and information being complete, or as soon as reasonably practicable	Regulation 89(2)
Payment on account	Required where a rent allowance claim cannot be decided within 14 days, unless the delay is the claimant's fault	Regulation 93
Payment to landlord	Mandatory at eight weeks' arrears; discretionary with consent or in the claimant's interest	Regulations 95 and 96
Change in rent	Takes effect from the day it occurs	Regulation 79(2)
Late notification	An advantageous change notified more than one month late takes effect from the date of notification, unless time is extended	D&A Regulations, regulations 8(3) and 9
Suspension	Where an issue arises about entitlement, or an appeal is pending in specified cases	D&A Regulations, regulation 11
Restoring payment	Within 14 days of deciding to restore, so far as practicable	D&A Regulations, regulation 12(2)

"D&A Regulations" means the Housing Benefit and Council Tax Benefit (Decisions and Appeals) Regulations 2001.

18.1 New scheme assessment

Assess the scheme, then the claims. The questions that decide most claims in a new scheme are the same for every tenant: whether the landlord qualifies, whether it provides the accommodation and the care, support or supervision, and how the rent is built up (Chapters 5 to 10). They should be settled once, using the scheme evidence pack (Chapter 13; Appendix 4), ideally before the scheme opens (Chapter 17, 17.1).

A scheme assessment is not a decision. The law decides entitlement claim by claim (DWP guidance, para 210). But a council that has reviewed the scheme evidence and recorded its findings on the scheme file can decide each claim much faster, by applying those findings to the tenant's own circumstances (Chapter 14).

A practical sequence.

1. The provider submits the scheme evidence pack, with the rent and service charge build-up (Appendix 8).

2. The council reviews it, raises any questions in a single request, and agrees a date for the answers (Chapter 12).
3. The council records its findings on the scheme file: landlord status, provision of care, support or supervision, eligible service charges and rent.
4. The first claims are decided on that basis, with the claimant-level evidence for each tenant.
5. Any points of disagreement are narrowed through dialogue (Chapter 16, 16.3) and, if they remain, decided with reasons so that they can be reviewed or appealed.

Timescales. The council must decide each claim within 14 days of the claim and the information being complete, or as soon as reasonably practicable after that (regulation 89(2)). A scheme review that takes months, while tenants wait, does not meet that standard. Where the scheme review is taking time, the council should consider a payment on account (18.2).

18.2 New claims and backdating

Who claims. The tenant is the claimant, even where the provider helps with the claim or receives payment (Chapter 12). The tenant, or someone acting for them, must make the claim.

Universal Credit claimants. Housing costs in exempt accommodation are met by Housing Benefit, not by the housing element of Universal Credit. A tenant on Universal Credit must therefore claim Housing Benefit from the council for their rent.

The date of claim matters. Under regulation 83(5) ([legislation.gov.uk](https://www.legislation.gov.uk)):

- where the tenant is on Universal Credit, income support, income-based jobseeker's allowance or income-related employment and support allowance and becomes liable for rent for the first time, a claim received within **one month** of becoming liable is treated as made on the date the liability began (regulation 83(5)(b))
- in other cases, where the tenant notifies an intention to claim and the completed claim follows within one month, or a longer reasonable period, the claim is made on the date of first notification (regulation 83(5)(d))

Entitlement then starts from the benefit week after the date of claim or, where the tenant first became liable in the week of the claim, from that week (regulation 76(1) and (2)). For hostels, where rent falls due daily, entitlement can start from the first day of liability (regulation 76(3) and (4)).

Practical point for providers. Help each new tenant to notify the intention to claim, or make the claim, on the day they move in. That protects the tenant from a gap in entitlement that backdating may not cover.

Backdating. For working age claimants, a claim for a past period can be backdated only where the claimant had **continuous good cause** for not claiming earlier, and then by no more than one month (regulation 83(12) and (12A)). The one-month limit has applied since 1 April 2016. For claimants over state pension credit age, a claim can cover up to three months before it is made, without any need to show good cause ([HB \(SPC\) Regulations, regulation 64](#)).

Good cause. Good cause means "some fact which, having regard to all the circumstances (including the claimant's state of health and the information which he had received and that which he might have obtained) would probably have caused a reasonable person of his age and experience to act (or fail to act) as the claimant did" (R(S) 2/63, as applied in Housing Benefit cases such as [CH/996/2004](#)). In supported housing, mental ill health, learning disability, addiction, crisis and the circumstances of a move from homelessness or custody are often directly relevant, and councils should take them into account.

Payments on account. Where it is impracticable to decide a rent allowance claim within 14 days, and that is not because the claimant has failed without good cause to provide information requested, the council **must** make a payment on account of a reasonable amount ([regulation 93](#)). This applies to new claims in supported housing as much as any other.

- **For councils:** a payment on account is a duty, not a favour. Where the scheme review is taking time, a payment on account of at least the amount the council is confident of, such as a general needs level of rent, protects the tenant while the rest is decided.
- **For providers:** a payment on account is recoverable if the final award is lower, from the person to whom it was paid ([regulation 93\(2\)](#)). Treat it as provisional until the decision is made.

18.3 Payments direct to landlord

The rules. A rent allowance **must** be paid to the landlord where the tenant is eight weeks or more in arrears, unless it is in the tenant's overriding interest not to ([regulation 95\(1\)\(b\)](#)). It **may** be paid to the landlord where the tenant has requested or consented to it, where it is in the interest of the tenant and their family, or, after the tenant has left, for rent still outstanding ([regulation 96\(1\)](#)) ([regulation 95](#); [regulation 96](#)). The special rules for direct payment in Local Housing Allowance cases ([regulation 96\(3A\)](#)) do not apply, because exempt accommodation is outside Local Housing Allowance.

Why direct payment is the norm. Most supported housing tenants have support needs that make managing a large monthly rent payment difficult, and the rent is often far higher than they could pay themselves. Direct payment protects the tenancy and is usually in the tenant's interest. SHP's position is that councils should normally agree to direct payment in supported housing where the tenant consents, and providers should obtain and keep a record of that consent at sign-up.

Fit and proper person. No mandatory direct payment can be made to a landlord the council is not satisfied is a fit and proper person to receive it ([regulation 95\(3\)](#)). For discretionary payments, the council may still pay where it is satisfied that is in the tenant's best interests ([regulation 96\(3\)](#)). The test is about the landlord's fitness to receive the tenant's benefit, for example evidence of fraud or of not passing benefit to the rent account. It is not a sanction for a disagreement about exempt status or rent levels, which should be decided on their own terms.

Payment intervals. Payments to a landlord are made four weekly in arrears, or monthly where the rent is monthly ([regulation 92\(3\)](#) and [\(4\)](#)). The first payment for a new tenant may be made at a shorter interval where that helps efficient administration ([regulation 92\(4\)\(b\)](#)).

Schedules and remittances. Providers with many tenants need payment schedules that identify each tenant, the period and the amount. Councils should provide them in a usable electronic form. Providers should reconcile each payment promptly and tell the council about anything that does not match.

Overpayments. Direct payment carries the risk that an overpayment is recovered from the landlord ([regulations 100 and 101](#); Chapter 21). Prompt notice of changes, particularly when a tenant leaves, is the best protection ([regulation 88\(1\)](#); Chapter 14, 14.7).

18.4 Annual reviews and rent increases

Two kinds of review. The **scheme review** checks that the scheme still operates as described on the scheme file (Chapter 13). A **rent increase** is a change of circumstances on each tenant's claim. Combining the two, once a year, saves time on both sides.

When a rent change takes effect. A change in the rent takes effect from the day it actually occurs ([regulation 79\(2\)](#)), but only if it is notified in time. Where an advantageous change is notified more than one month after

it occurs, the date of notification is treated as the date of the change (D&A Regulations, regulation 8(3)) ([legislation.gov.uk](https://www.legislation.gov.uk)). Time can be extended for special circumstances on an application made within 13 months, but not for ignorance of the rules (regulation 9) ([legislation.gov.uk](https://www.legislation.gov.uk)).

What this means in practice. Providers should notify each rent increase, for every tenant, **before** it takes effect or within one month at the latest, with the updated rent and service charge build-up. A late notice can mean the tenant loses Housing Benefit on the increase for the period before notification, and the provider loses the rent.

What the council can do with an increase. The council can restrict an increase that is unreasonably high compared with increases for suitable alternative accommodation, or that follows the previous increase within 12 months and is unreasonable for that reason (alternative regulation 13ZA; Chapter 10, 10.8). Where it restricts, it must consider whether a lesser increase is reasonable (*BM v Cheshire West and Chester Council* [2009] UKUT 162 (AAC), paras 57 and 58).

Keep paying while the increase is considered. Where the council needs more information about an increase, the existing award continues at the current rent. The council should not suspend the whole award while it considers the increase. The supersession for the increase can be made once the information is in (D&A Regulations, regulation 7(5)).

A good annual cycle.

When	Provider	Council
Two to three months before the increase	Shares the draft rent build-up and reasons for the increase	Raises any questions early
At least one month before	Gives tenants notice of the increase under the tenancy, and notifies the council for each tenant	Logs the notification
Effective date	Applies the new rent	Applies the increase, or decides on any restriction with reasons
Annual scheme review	Updates the scheme evidence pack	Updates the scheme file

18.5 Suspension: when it is justified and how to keep it short

When the power arises. The council may suspend payment "in whole or in part" where it appears that an issue arises about whether the conditions of entitlement are or were met, or whether a decision should be revised or superseded. It may also suspend where an appeal is pending against a decision of the First-tier Tribunal, the Upper Tribunal or a court in the case itself, or against a decision of the Upper Tribunal or a court in a different case that would raise an issue about the award (D&A Regulations, regulation 11(1) and (2)) ([legislation.gov.uk](https://www.legislation.gov.uk)).

An appeal elsewhere. The "different case" ground applies only where the pending appeal is against a decision of the Upper Tribunal or a court (regulation 11(2)(b)(ii)). A First-tier Tribunal decision in another case does not bind anyone (Chapter 4) and is not, on its own, a ground for suspending other awards under that provision.

Suspension for information. Where suspension is linked to a request for information, the strict process in regulations 13 and 14 applies: a notice under regulation 13(3), one month to respond, restoration within 14 days of compliance, and termination only after the time has run (Chapter 12, 12.5; CH/1764/2008).

When suspension is justified. Suspension is justified where there is a real doubt about entitlement that the council is actively resolving, and where continuing to pay risks a significant overpayment. It is not justified as a way of putting pressure on a provider, as a default response to a new scheme, or where the council could decide the point on the evidence it already holds.

How to keep it short and fair.

- **Limit it to the issue.** Suspension can be partial. Where the question is about part of the rent, such as a service charge or the exempt element, consider paying the undisputed part (Chapter 12, 12.5).
- **Limit it to the claims affected.** Where the issue concerns one tenant's need or support, suspend that claim, not the whole scheme.
- **Say why and what is needed.** Tell the claimant and the provider what the issue is, what evidence would resolve it, and by when.
- **Decide promptly.** Suspension is not a decision. The council should decide the issue as soon as it has the evidence, so that rights of review and appeal can be exercised.
- **Restore promptly.** Once the council is satisfied that benefit is properly payable and no issues remain, or an appeal is no longer pending and benefit remains payable, it must, so far as practicable, restore payment within 14 days (regulation 12) (legislation.gov.uk).

For providers. Respond fully and quickly, ask for more time early if needed, and tell tenants what is happening. A suspension does not end the tenant's liability for rent, and a provider should think carefully before taking possession action against a tenant whose benefit is suspended for reasons outside the tenant's control.

18.6 Scheme closure, transfers and changes of provider

Changes that affect every claim. When a scheme closes, transfers to another landlord, or changes its support provider, the scheme-level facts on which every claim was decided change. Each is a change of circumstances that must be notified (regulation 88(1)).

Change of landlord. Where another landlord takes over the scheme, whether by transfer of the lease, a new management arrangement or a merger, the council needs to know whether the new landlord is a qualifying body, whether it provides the accommodation and the care, support or supervision, and whether the rent and service charges change (Chapters 5 and 13). The new landlord should provide its own scheme evidence pack before the transfer, so that claims continue without a gap. Whether tenancies transfer automatically depends on the legal arrangements, and providers should take advice.

Change of support provider. Where care, support or supervision is provided by a third party on the landlord's behalf, a change of support provider needs a new agreement showing that the new provider acts on the landlord's behalf (R(H) 2/07; Chapter 5). The council should be told before the change.

Changes of lease or lessor. A change in lease terms, a rent review under the lease or a change of lessor can be relevant to reasonableness and to contrivance (Chapters 10 and 11). Providers should tell the council and update the scheme evidence pack.

Scheme closure. A closure needs a plan agreed with the council, commissioners and housing options, covering:

- notice to tenants under their tenancies or licences

- move-on and rehousing for each tenant, with referrals to housing options where needed
- Housing Benefit for two homes during a move, where the rules allow it (regulation 7(6); Chapter 14, 14.5)
- payment of any outstanding rent after a tenant leaves (regulation 96(1)(c))
- prompt notice to the council of each leaving date, to avoid overpayments
- secure transfer or retention of tenants' records

For councils. Treat a closure or transfer as a joint task with the provider, commissioning and housing options. Where a closure follows a decision that the scheme is not exempt, or a concern about the landlord, the council should still plan with the provider for tenants' rehousing. Tenants should not bear the cost of a dispute between the council and the landlord.

The guidance

Para	What the guidance says	SHP's view
168	Ask for a rent breakdown on a new claim or rent increase	Agreed for new schemes and increases (18.1, 18.4)
196, 238	Compare rent increases with the previous year	Agreed, as part of the annual cycle (18.4)
209	Collaboration with commissioning and housing options is essential	Agreed, particularly on closures and transfers (18.6)
210	Each case must be considered individually	Agreed. A scheme review supports claim decisions, it does not replace them (18.1)

Good practice

For councils:

- Assess new schemes once, record the findings on the scheme file, and decide claims within 14 days of having what is needed.
- Make payments on account where a claim cannot be decided within 14 days for reasons that are not the claimant's fault.
- Agree direct payment in supported housing where the tenant consents, and use the fit and proper person test only for its purpose.
- Keep paying the current rent while a rent increase is considered.
- Suspend only where justified, only the part and the claims affected, and for the shortest time. Restore payment within 14 days.
- Plan closures and transfers with the provider, commissioning and housing options.

For providers:

- Submit the scheme evidence pack before the first claims.
- Help each tenant notify the intention to claim, or claim, on the day they move in.
- Obtain and record tenants' consent to direct payment at sign-up.
- Notify tenants of rent increases before they take effect, with the updated build-up.

- Report leavers and other changes promptly, to avoid overpayments.
- Give the council early notice of any change of landlord, support provider or lease, and of any planned closure.

Evidence

Stage	Evidence	Who provides
New scheme	Scheme evidence pack; rent build-up (Appendices 4 and 8)	Provider
New claim	Claim; tenancy or licence; referral and needs assessment; support plan (Chapter 14)	Tenant, with the provider
Backdating	Reasons for the delay, with supporting evidence such as a support worker's or GP's letter	Tenant, with the provider
Direct payment	Tenant's consent	Provider
Rent increase	Notice for each tenant; updated build-up	Provider
Change of landlord or support provider	New scheme evidence pack; new support agreement	Provider
Closure	Closure plan; leaving dates	Provider, with the council

Finding common ground

Use the tools the regulations provide. Payments on account, partial suspension and the 14-day restoration rule exist to protect tenants while questions are resolved. Using them is not a concession by either side.

Agree a calendar. An annual calendar for rent increases and scheme reviews, agreed in the local protocol (Chapter 17, 17.2), avoids a flood of late notifications in April.

Talk before suspending. A short conversation before a suspension often resolves the issue, or narrows it to a part of the rent or a few claims.

Key cases and cross-references

Case or provision	Point	Chapter
R(S) 2/63; CH/996/2004	Meaning of good cause for backdating	18
<i>BM v Cheshire West and Chester Council</i> [2009] UKUT 162 (AAC)	Rent increases; lesser increase	10, 18
CH/1764/2008 [2008] UKUT 13 (AAC)	Suspension and termination for information	12, 16, 18
R(H) 2/07	Third-party support on the landlord's behalf	5, 18

Case or provision	Point	Chapter
HB Regulations 2006, regs 76, 83, 89, 92, 93, 95 and 96	Claims, decisions and payment	2, 18
D&A Regulations 2001, regs 8, 9, 11 and 12	Effective dates, late notification, suspension and restoration	12, 18

- **Related chapters:** Chapter 2 (2.8, payment to landlords); Chapter 10 (10.8, rent increases); Chapter 12 (12.5, suspension for information); Chapter 13 (scheme evidence); Chapter 14 (claimant evidence and moving in); Chapter 17 (partnership); Chapter 21 (overpayments)
- **Appendices:** Appendix 4 (scheme checklist); Appendix 8 (rent build-up); Appendix 9 (regulation 86 letter)

Sources

- Housing Benefit Regulations 2006, regulation 76:
<https://www.legislation.gov.uk/uksi/2006/213/regulation/76>
- Housing Benefit Regulations 2006, regulation 79:
<https://www.legislation.gov.uk/uksi/2006/213/regulation/79>
- Housing Benefit Regulations 2006, regulation 83:
<https://www.legislation.gov.uk/uksi/2006/213/regulation/83>
- Housing Benefit Regulations 2006, regulation 89:
<https://www.legislation.gov.uk/uksi/2006/213/regulation/89>
- Housing Benefit Regulations 2006, regulation 92:
<https://www.legislation.gov.uk/uksi/2006/213/regulation/92>
- Housing Benefit Regulations 2006, regulation 93:
<https://www.legislation.gov.uk/uksi/2006/213/regulation/93>
- Housing Benefit Regulations 2006, regulation 95:
<https://www.legislation.gov.uk/uksi/2006/213/regulation/95>
- Housing Benefit Regulations 2006, regulation 96:
<https://www.legislation.gov.uk/uksi/2006/213/regulation/96>
- Housing Benefit (State Pension Credit) Regulations 2006, regulation 64:
<https://www.legislation.gov.uk/uksi/2006/214/regulation/64>
- Decisions and Appeals Regulations 2001, regulation 8:
<https://www.legislation.gov.uk/uksi/2001/1002/regulation/8>
- Decisions and Appeals Regulations 2001, regulation 9:
<https://www.legislation.gov.uk/uksi/2001/1002/regulation/9>
- Decisions and Appeals Regulations 2001, regulation 11:
<https://www.legislation.gov.uk/uksi/2001/1002/regulation/11>
- Decisions and Appeals Regulations 2001, regulation 12:
<https://www.legislation.gov.uk/uksi/2001/1002/regulation/12>
- CH/996/2004 (good cause, applying R(S) 2/63):
<https://administrativeappeals.decisions.tribunals.gov.uk/judgmentfiles/j1466/CH%200996%202004-00.doc>
- R(S) 2/63: https://www.rightsnet.org.uk/pdfs/rs/2_63tb.pdf

- CH/1764/2008 [2008] UKUT 13 (AAC):
<https://administrativeappeals.decisions.tribunals.gov.uk/judgmentfiles/j2563/CH%201764%202008-00.doc>
- DWP guidance for supported housing claims:
<https://www.gov.uk/government/publications/housing-benefit-guidance-for-supported-housing-claims/housing-benefit-guidance-for-supported-housing-claims>
- DWP Housing Benefit subsidy guidance manual 2025 to 2026 (backdating, paras 300 and 331):
<https://www.gov.uk/government/publications/housing-benefit-subsidy-guidance-manual-2025-to-2026/housing-benefit-subsidy-guidance-manual-2025-to-2026>

19. Decision Making and Notifications

In brief

- A good decision letter tells the tenant and the provider what has been decided, why, on what evidence and under what law, and what they can do if they disagree. Most appeals in supported housing start with a letter that did not do this.
- The regulations set minimum contents for every decision notice, including the right to request a written statement of reasons and the right to request a revision and appeal (Housing Benefit Regulations 2006, regulation 90 and Schedule 9).
- Where no award is made, other than on income grounds, the notice must state **the reason why** (Schedule 9, para 14(b)). Where an award is made at a lower level than claimed, good practice is to explain that too.
- **There is no such thing in law as a decision on a scheme.** Each decision is a decision on a tenant's claim (CH/1289/2007, para 27). But many decisions in supported housing turn on scheme-level facts, so the reasons for a group of claims will often be the same.
- A decision that a scheme is not exempt accommodation, or that a service charge is ineligible, must be notified to **each tenant** affected, with reasons and appeal rights. A letter to the landlord alone is not enough.
- A landlord is a "person affected", with its own rights of challenge, only for decisions on direct payment and on recovery of an overpayment from it (Decisions and Appeals Regulations 2001, regulation 3; *Wirral MBC v Salisbury Independent Living Ltd* [2012] EWCA Civ 84). On other decisions, the provider can act for the tenant with the tenant's authority.
- **SHP's position:** a well-reasoned decision is the best protection for both sides. It lets the tenant and the provider understand the decision, accept it or challenge it on the right points, and it lets a tribunal see that the council applied the law properly.

The law

Notification. The council must notify in writing "any person affected" by a decision, on a claim "forthwith or as soon as reasonably practicable thereafter", and in other cases within 14 days or as soon as reasonably practicable. Every notification must include the matters in Schedule 9 (regulation 90(1)) (legislation.gov.uk).

Contents of a decision notice. Schedule 9 requires (legislation.gov.uk):

Part	When it applies	What must be included
1	Every notice	The right to ask for a written statement of reasons; the right to a revision and, where appropriate, to appeal, with the manner and time limits (paras 2 and 3)
1	After a revision is requested	Whether the decision has been confirmed or revised and, if not revised, the reasons why not (para 4)

Part	When it applies	What must be included
2 and 3	Awards	The weekly eligible rent; any fuel deductions; non-dependant deductions; the weekly amount; payment day and period; the first day of entitlement; the duty to report changes (paras 9 and 10)
4	Direct payment to a landlord	The amount and start date; the landlord's duty to report changes. Sent to both the claimant and the landlord (para 11)
6	No award	Where the reason is not income, "the reason why no award has been made" (para 14(b))
7	Recoverable overpayment	The fact, reason, amount, calculation, benefit weeks and method of recovery (para 15)

The council may include other matters not prescribed by the Schedule (para 6).

Written statement of reasons. A person affected can ask, within one month of notification, for a written statement setting out the reasons for the decision. The council must provide it within 14 days or as soon as reasonably practicable (regulation 90(2) and (4); Decisions and Appeals Regulations 2001, regulation 10) ([legislation.gov.uk](https://www.legislation.gov.uk)). Asking for reasons extends the time for a revision or appeal (Chapter 2, 2.7).

Who is a person affected? Regulation 3 of the Decisions and Appeals Regulations 2001 lists them: the claimant; a deputy, attorney or appointee for a claimant unable to act; a person from whom an overpayment is recoverable; and a landlord or its agent where the decision is made under regulation 95 or 96 on direct payment. Even then, the person must have their "rights, duties or obligations" affected (regulation 3(2)) ([legislation.gov.uk](https://www.legislation.gov.uk)).

Wirral MBC v Salisbury Independent Living Ltd [2012] EWCA Civ 84. The Court of Appeal (Hughes LJ, with Kay and Lewison LJ agreeing) held that regulation 3 is an exhaustive list of persons affected, and that only they can appeal. A supported housing landlord had no independent right to appeal against its former tenants' Housing Benefit awards. Housing Benefit is a benefit for occupiers, not for their landlords ([Local Government Lawyer summary](#)). Chapter 20 (20.5) covers the consequences for appeals.

The standard of reasons. The regulations do not define adequate reasons. The general public law standard is a useful benchmark: reasons "must be intelligible and they must be adequate. They must enable the reader to understand why the matter was decided as it was and what conclusions were reached on the 'principal important controversial issues', disclosing how any issue of law or fact was resolved". They "can be briefly stated" and "need refer only to the main issues in the dispute" (*South Buckinghamshire DC v Porter (No 2)* [2004] UKHL 33, para 36) ([BAILII](#)). In rent restriction, the case law specifically requires reasons for the amount of any reduction (*CH/4970/2002*; *Aylesbury Vale DC v ER* [2011] UKUT 160 (AAC), para 58; Chapter 10).

Each claim is decided on its own facts. The exempt accommodation test is applied to each claimant and their dwelling (*CH/1289/2007*, para 27; DWP guidance, para 210). The law has no separate category of "scheme decision" carrying its own rights of appeal.

Equality. Many supported housing tenants are disabled. Councils must make reasonable adjustments in how they communicate decisions, such as using plain language, providing easy-read versions, or sending a copy to a support worker with the tenant's agreement (Equality Act 2010, sections 20 and 29).

19.1 Good decision letters: reasons, evidence relied on, case law applied

What a good supported housing decision letter contains.

Element	What to include
The decision	What has been decided, in one or two sentences, and from what date
The award	Eligible rent, service charges allowed and disallowed, weekly amount and who it is paid to
The question decided	For example: landlord status; whether care, support or supervision is provided and is more than minimal; eligibility of a service charge; reasonableness of the rent
The law applied	The regulation and the main cases relied on, with the paragraph where useful
The evidence relied on	The documents and information considered, including what the provider and tenant supplied
The findings	What the council found as fact, and why it preferred one piece of evidence to another
The reasons	How the law applies to the findings, engaging with the provider's and tenant's main points
The alternative award	Where exempt status is refused, what Housing Benefit is payable instead and how it is calculated
What happens next	Rights to a statement of reasons, revision and appeal, with time limits; who to contact; any further evidence that would change the decision

Engage with the evidence. Reasons that say only "the support is minimal" or "the charge is ineligible" do not tell anyone why. A good letter says what support the council accepted was provided, why it considered that it did, or did not, make a real difference to the tenant's ability to live in the accommodation, and which evidence it relied on (Chapter 8; *Bristol City Council v AW* [2009] UKUT 109 (AAC)).

Go activity by activity where it matters. Where a service charge is partly disallowed, list the activities allowed and disallowed, with the amount and the reason for each (Chapter 9; *Allerdale BC v JD and Others* [2019] UKUT 304 (AAC)). Where intensive housing management is accepted as housing-related support and supervision, say so. Where an activity is treated as care or personal support, say why.

Apply the law, not a rule of thumb. A decision that relies on a minimum number of hours, a requirement for commissioning or a comparison between the cost of support and the Housing Benefit at stake is likely to be wrong in law (Chapter 4, 4.2; Chapter 16). If the DWP guidance is relied on, cite the paragraph, and where it differs from the case law, apply the case law (Chapter 3).

Say what the tenant will receive. A refusal of exempt status does not usually mean no Housing Benefit. The tenant may still be entitled under the general rules, for example at the Local Housing Allowance rate. The letter should say what is awarded and how it is calculated, so the tenant and provider can plan.

Say what would change the decision. Where the decision turns on a gap in the evidence, say what further evidence would be relevant. That points both sides towards a revision rather than an appeal.

Plain language. Write for the tenant. Put the decision and the award first. Use short sentences, explain technical terms, and put the detailed reasons in a schedule if needed.

A "minded to" letter. For a significant scheme-level issue, such as a proposed refusal of exempt status for a whole scheme, a short letter setting out the proposed decision and reasons, with a short period for comments, often resolves points of fact before the decision is made. A minded to letter is not a decision and does not carry appeal rights, so it must not be used to delay one. SHP's position is that two weeks is usually enough, and the council should then decide.

19.2 Scheme level decisions compared with individual claimant decisions

The legal position. Each decision is on a tenant's claim. A council cannot lawfully make one decision about a scheme and treat it as deciding every tenant's claim without considering each one (CH/1289/2007, para 27). Tenants in the same scheme can have different outcomes, particularly on whether the support they receive is more than minimal (Chapter 8, 8.4).

The practical position. Many questions in supported housing turn on scheme-level facts that are the same for every tenant: the landlord's status, who provides the accommodation, the service charge build-up and the rent. The council can decide those questions once, on the scheme evidence, and apply its findings to each claim (Chapter 13; Chapter 18, 18.1). That is consistent decision making, not a scheme decision.

How to do it properly.

1. **Record the scheme-level findings** on the scheme file, with the evidence and reasons.
2. **Decide each claim**, applying those findings and considering the tenant's own circumstances, such as their need for support and what they receive (Chapter 14).
3. **Notify each tenant** of the decision on their claim, with reasons and appeal rights. The scheme-level reasons can be set out in a common schedule attached to each letter.
4. **Tell the provider**, with the tenant's authority, so that it can help tenants respond (19.3).

Where outcomes differ. Where the council decides that some tenants' support is more than minimal and others' is not, each letter should say why for that tenant. The provider should check whether the difference reflects a real difference in need or support, or a gap in the evidence for some tenants.

Revisions and appeals across a scheme. Where many tenants challenge decisions on the same scheme-level point, the council and provider should agree how to handle them together, for example by agreeing lead cases. Chapter 20 covers this.

Changes on a scheme-level point. Where the council later revises its view on a scheme-level point, for example after new evidence or a tribunal decision, it should apply the revision to every affected claim, not only to those that were appealed.

19.3 Sharing decisions with landlords and tenants while respecting appeal rights

Tenants come first. The tenant is the claimant and the main person affected. Every decision must be notified to them in writing, in a form they can understand, with their rights of challenge. A decision letter sent only to the provider does not meet the regulations and may leave the time limits for a revision or appeal unclear.

What the landlord receives as of right. Where benefit is paid directly, the landlord must be sent the notice of the amount to be paid directly and its duty to report changes (Schedule 9, para 11). It is a person affected by decisions on direct payment and on recovery of an overpayment from it (regulation 3(1)(d) and (e)).

What the landlord cannot do in its own right. Following *Salisbury*, a landlord cannot ask for a revision of, or appeal against, a decision on a tenant's eligible rent, exempt status or service charges in its own name. It can do so on the tenant's behalf, with the tenant's authority, and the tenant remains the appellant.

Getting authority right. Providers should, at sign-up:

- explain to the tenant how Housing Benefit decisions will be shared and challenged
- obtain the tenant's written authority for the provider to receive copies of decisions, ask for reasons, and request revisions or appeals on the tenant's behalf
- record any appointee, attorney or deputy, who is a person affected in their own right where the tenant is unable to act (regulation 3(1)(b) and (c))
- review the authority when the tenant's circumstances change, and stop acting where the tenant withdraws it

Councils should accept a clear written authority and send copies of decisions to the provider in line with it.

Data protection. Sharing a decision with a provider involves personal data and, often, health information. Share what is needed for the provider to act for the tenant and manage the tenancy, on a lawful basis, and no more (Chapter 12, 12.6). Detailed reasons about one tenant's health or needs should not appear in a common schedule sent across a scheme.

When a tenant has left. Former tenants keep their rights of challenge, but they are often hard to reach. Where a decision affects former tenants, for example, a decision on a past period, the council should send the letter to the last known address and, with authority, a copy to the provider. Providers should keep forwarding details at move-on where the tenant agrees (Chapter 14, 14.7).

Do not let the process defeat the right. Councils should not refuse to deal with a provider with proper authority, and providers should not lodge challenges without the tenant's knowledge. Both should ensure tenants know a decision has been made, what it means for them, and that they have a month to challenge it.

The guidance

Para	What the guidance says	SHP's view
210	Each case must be considered individually	Agreed. Scheme-level findings support claim decisions; they do not replace them (19.2)
240 and 241	Notify rent decisions quickly, with reasons and appeal rights	Agreed. The same applies to every supported housing decision (19.1)

Good practice

For councils:

- Use a standard supported housing decision letter that covers every element in 19.1 (Appendix 10).
- Put the decision and the award first, in plain language, and the detailed reasons in a schedule.
- Cite the law and the evidence relied on, and engage with the main points raised.
- Where exempt status is refused, say what Housing Benefit is payable instead.
- Notify every tenant affected by a scheme-level finding, with their own letter.
- Use a minded to letter for significant scheme issues, with a short, fixed period for comments.
- Make reasonable adjustments in how decisions are communicated.
- Send copies to providers where the tenant has given written authority.

For providers:

- Obtain tenants' written authority at sign-up, and keep it up to date.
- Read each decision promptly and check it against the scheme file and the tenant's records.
- Ask for a written statement of reasons where the reasons are unclear, within one month.
- Help tenants understand decisions and their rights, using accessible formats where needed.
- Challenge decisions on behalf of tenants, with their authority, not in the provider's own name.

Evidence

A decision record. Councils should keep, for each decision, a short record of the evidence considered, the findings, the law applied and the reasons. For scheme-level findings, the record sits on the scheme file (Chapter 13). This speeds revisions, helps the council respond to appeals, and supports quality assurance (Chapter 22).

An authority record. Providers should keep each tenant's written authority, and the council should note it on the claim.

Finding common ground

Reasons reduce appeals. A tenant and provider who understand a decision are more likely to accept it or to challenge it on the point that matters, and less likely to appeal on everything.

Share the draft schedule. For scheme-level findings, sharing the draft common schedule of reasons with the provider, as part of a minded to letter, lets errors of fact be corrected before the decision is made.

Agree a format. A local protocol can include an agreed decision letter format and a standard tenant authority form (Chapter 17, 17.2; Appendices 10 and 12).

Key cases and cross-references

Case or provision	Point	Chapter
<i>Wirral MBC v Salisbury Independent Living Ltd</i> [2012] EWCA Civ 84	Regulation 3 is exhaustive; landlord has no independent right of appeal	2, 19, 20

Case or provision	Point	Chapter
<i>South Buckinghamshire DC v Porter (No 2)</i> [2004] UKHL 33	Standard of reasons	19
CH/1289/2007	Test applied to each claimant and dwelling	8, 14, 19
CH/4970/2002; <i>Aylesbury Vale DC v ER</i> [2011] UKUT 160 (AAC)	Reasons for the amount of a rent reduction	10, 19
HB Regulations 2006, reg 90 and Schedule 9	Notification and contents of decision notices	19
D&A Regulations 2001, regs 3 and 10	Persons affected; statement of reasons	2, 19, 20

- **Related chapters:** Chapter 2 (2.7, reviews and appeals); Chapter 4 (4.2, findings of fact are not rules); Chapter 8 (more than minimal); Chapter 9 (service charges); Chapter 12 (12.6, data protection); Chapter 13 (scheme file); Chapter 20 (disputes and appeals)
- **Appendices:** Appendix 10 (model decision notice); Appendix 12 (model local protocol); Appendix 13 (data sharing agreement)

Sources

- Housing Benefit Regulations 2006, regulation 90:
<https://www.legislation.gov.uk/uksi/2006/213/regulation/90>
- Housing Benefit Regulations 2006, Schedule 9:
<https://www.legislation.gov.uk/uksi/2006/213/schedule/9>
- Decisions and Appeals Regulations 2001, regulation 3:
<https://www.legislation.gov.uk/uksi/2001/1002/regulation/3>
- Decisions and Appeals Regulations 2001, regulation 10:
<https://www.legislation.gov.uk/uksi/2001/1002/regulation/10>
- *Wirral MBC v Salisbury Independent Living Ltd* [2012] EWCA Civ 84 (summary):
<https://localgovernmentlawyer.co.uk/housing-law/315-housing-features/9518-affected-persons-and-housing-benefit>
- *South Buckinghamshire DC v Porter (No 2)* [2004] UKHL 33:
<https://www.bailii.org/uk/cases/UKHL/2004/33.html>
- DWP guidance for supported housing claims:
<https://www.gov.uk/government/publications/housing-benefit-guidance-for-supported-housing-claims/housing-benefit-guidance-for-supported-housing-claims>

20. Disputes, Revisions and Appeals

In brief

- Most disagreements about supported housing claims can be resolved without a tribunal by talking, providing missing evidence, or applying for a revision. An appeal should be the last step, not the first.
- Housing Benefit has **no mandatory reconsideration** stage. A person affected can ask for a revision, or appeal directly, usually within **one month** of the decision. An appeal is sent to the **council**, which must consider it and may revise the decision before it goes to the tribunal.
- Late applications are possible in special circumstances, but there are absolute limits: 13 months for a late revision, and 12 months after the normal time limit for an appeal.
- The First-tier Tribunal decides the appeal afresh, on the facts **as they were when the council made its decision** (Child Support, Pensions and Social Security Act 2000, Schedule 7, para 6(9)(b)). Later evidence is relevant only if it shows what the position was then.
- Evidence one party relies on, but the other cannot test, can make the hearing unfair. Where a witness will not attend, their untested evidence should be excluded unless it is accepted (*BM v Cheshire West and Chester Council* [2009] UKUT 162 (AAC), paras 10 to 12).
- Only "persons affected" can appeal. A supported housing landlord cannot appeal against a tenant's eligible rent or exempt status in its own name, but "can of course act on behalf of" tenants who authorise it (*Wirral MBC v Salisbury Independent Living Ltd* [2012] EWCA Civ 84, paras 62 and 128).
- Where many tenants' appeals raise the same issue, **lead cases** save time and cost for everyone (Tribunal Procedure (First-tier Tribunal) (Social Entitlement Chamber) Rules 2008, rule 18).
- **SHP's position:** a dispute handled well narrows the issue, puts the right evidence before the tribunal, and ends with a decision both sides understand. Councils should not defend decisions they would not make again, and providers should not appeal points they have not first raised.

The law

Step	Rule	Reference
Who can challenge	A person affected: the claimant, a deputy, attorney or appointee, a person from whom an overpayment is recoverable, and a landlord for decisions on direct payment	D&A Regulations, regulation 3
Revision on application	Within one month of notification, or longer under regulation 5	D&A Regulations, regulation 4(1)(a)
Revision by the council	Within one month if it has information showing a mistake of fact; at any time for official error	D&A Regulations, regulation 4(1)(b) and (2)
Late revision	In writing, within 13 months, with special circumstances and merit	D&A Regulations, regulation 5
Supersession	For a change of circumstances, or other specified grounds	D&A Regulations, regulation 7

Step	Rule	Reference
Appeal	Sent to the council within one month of notice of the decision; extended where reasons are requested or a revision is refused	FtT SEC Rules, rule 23(2)(a)
Late appeal	Treated as in time if no one objects; no appeal more than 12 months after the time limit	FtT SEC Rules, rule 23(4), (5) and (8)
Council's response	As soon as reasonably practicable, with all relevant documents	FtT SEC Rules, rule 24(1A) and (4)
Lead cases	The tribunal can choose lead cases and stay related ones	FtT SEC Rules, rule 18
Tribunal's approach	Need not consider issues not raised; must not consider circumstances not obtaining at the date of decision	CSPSSA 2000, Schedule 7, para 6(9)
Upper Tribunal	Permission to appeal on a point of law, applied for first to the First-tier Tribunal within one month	FtT SEC Rules, rule 38; UT Rules, rule 21

"D&A Regulations" means the Housing Benefit and Council Tax Benefit (Decisions and Appeals) Regulations 2001. "FtT SEC Rules" means the Tribunal Procedure (First-tier Tribunal) (Social Entitlement Chamber) Rules 2008. "UT Rules" means the Tribunal Procedure (Upper Tribunal) Rules 2008. "CSPSSA 2000" means the Child Support, Pensions and Social Security Act 2000.

The overriding objective. The tribunal must deal with cases "fairly and justly", which includes dealing with them proportionately, "avoiding unnecessary formality", and avoiding delay. The parties must help the tribunal to do so and co-operate with it generally (FtT SEC Rules, rule 2) (legislation.gov.uk).

20.1 Informal resolution and requests for reconsideration

Start with a conversation. Many decisions in supported housing are made on incomplete evidence, or on a misunderstanding of how the scheme works. A call between the named contacts (Chapter 17, 17.3), with the decision letter in front of them, often identifies the problem within minutes.

What informal resolution can do. It can identify a missing document, correct a misunderstood fact, narrow the issue to one service charge or one tenant, or agree what further evidence the council needs. It can lead to a revision without the need for an appeal.

What it cannot do. It does not stop the time limits. If a decision has been made, the tenant, or the provider on the tenant's behalf, should ask for a revision or appeal within one month, and say that discussions are continuing (Chapter 17, 17.3). It is better to lodge in time and withdraw than to lose the right.

Ask for reasons first where they are unclear. A request for a written statement of reasons within one month extends the time for an appeal (rule 23(2)(a)) and often answers the question (Chapter 19).

A good request for reconsideration.

Element	Content
The decision	Date, tenant, claim reference and what was decided
The point in dispute	The specific finding or conclusion that is wrong

Element	Content
Why it is wrong	The law, the case and the facts, with paragraph references
The evidence	Any new or overlooked evidence, attached and indexed
What should happen	The decision the council should make instead
Authority	The tenant's written authority, where the provider acts for them (20.5)

For councils. Look at a request for reconsideration with fresh eyes, ideally through an officer not involved in the original decision. Where the new evidence or argument shows the decision was wrong, revise it promptly. Where it does not, say why, specifically (Schedule 9, para 4; Chapter 19).

20.2 Revisions, supersessions and time limits

Revision or supersession. The difference matters, because it decides the date from which the new decision takes effect.

	Revision	Supersession
What it does	Changes the original decision from its start	Replaces the decision from a later date
Typical grounds	Application within time; mistake of fact; official error	Change of circumstances; specified other grounds
Effective date	The date of the original decision	Usually the date of the change, or of the application (D&A Regulations, regulation 8)
Example in supported housing	The council wrongly treated intensive housing management as ineligible	The scheme's support model changed from a later date

Revision on application. A person affected can apply within one month of notification of the decision (regulation 4(1)(a)) (legislation.gov.uk).

Late applications. The time limit can be extended if the application is made in writing within 13 months, the council is satisfied it is reasonable, the application has merit, and special circumstances made it impracticable to apply in time. Ignorance of the law or of the time limits does not count, and the longer the delay, the more compelling the circumstances must be (regulation 5) (legislation.gov.uk).

Revision at any time. The council can revise a decision at any time where it arose from an official error, or where a mistake of fact made it more advantageous than it should have been (regulation 4(2)). "Official error" has a defined meaning in the regulations, and an error that is only shown to be one by a later Upper Tribunal or court decision is not included.

Supersession. A decision can be superseded where circumstances have changed or are expected to change (regulation 7). In supported housing, this covers changes to the support provided, the rent, the landlord or the tenant's needs (Chapter 18). A supersession that is advantageous to the tenant generally takes effect from the date of the change only if it was notified within one month (regulation 8(3); Chapter 18, 18.4).

Appeals and revisions together. An appeal made in time is also treated as an opportunity for the council to revise the decision (regulation 4(1)(c)). Where the council revises the decision in the appellant's favour, the appeal lapses (Chapter 2, 2.7).

Time limits for appeal. The notice of appeal must be received by the council no later than the latest of: one month after notice of the decision was sent; 14 days after the later of that month ending or a written statement of reasons being provided, where reasons were requested in time; or one month after notice that the decision would not be revised, where a revision was refused. A late appeal is treated as in time if no one objects, but no appeal can be made more than 12 months after the time limit, and the tribunal cannot extend that (rule 23) (legislation.gov.uk).

Contents of the notice of appeal. It must be signed by the appellant and state their name and address, any representative, an address for documents, the decision appealed, and the grounds (rule 23(6)).

20.3 First-tier Tribunal appeals: preparing bundles and responses

The council's response. Where an appeal is made to the council, it must send its response to the tribunal as soon as reasonably practicable. The response must say whether the council opposes the appeal and on what grounds, and must include the decision, any statement of reasons, the notice of appeal and "copies of all documents relevant to the case in the decision maker's possession" (rule 24(1A), (2) and (4)) (legislation.gov.uk).

Check the decision before defending it. Before sending the response, the council should ask whether it would make the same decision today on the same evidence. If not, it should revise. A tribunal will see the gaps, and defending a decision the council no longer supports wastes everyone's time.

A good bundle.

Section	Content
Index	Every document, with page numbers
The decision	The decision notice, any statement of reasons, and any revision decision
The appeal	The notice of appeal and grounds
The council's submission	The facts, the issues, the law applied and the council's reasons, with references to the bundle
Scheme evidence	The relevant parts of the scheme file (Chapter 13)
Claimant evidence	The referral, needs assessment, support plan and records for this tenant (Chapter 14)
Correspondence	Requests for information and replies (Chapter 12)
Law	The regulations and the main cases relied on

Keep it relevant. The duty is to include all relevant documents, not every document. Large bundles of irrelevant material make hearings longer and decisions harder. Where scheme-level documents are common to many appeals, agree a common bundle (20.5).

Data protection. Bundles go to the tribunal and the parties. Remove personal data about other tenants unless it is relevant, and its inclusion is justified.

The provider's role. Where the provider represents the tenant, it should send a written submission that responds to the council's points, with an indexed bundle of its evidence, in good time before the hearing. Witness statements should come from the people who know the facts, such as the scheme manager or support worker.

Witnesses. Councils should decide early whether they will rely on evidence from a person who will need to attend, such as a commissioning officer or housing officer. Council decision-makers do not have to give evidence about their own decisions (*FYE v Middlesbrough City Council and GPZ v Sunderland City Council* [2026] UKUT 157 (AAC); Chapter 11). Where a party relies on a witness statement, it should expect that the witness may need to attend (20.6).

Hearings. The tribunal is inquisitorial and informal, and it may look to the council for further evidence it needs (*BM*, para 59). Both sides should attend prepared to explain the scheme and the evidence in plain terms.

Costs. Costs are not normally awarded in Housing Benefit appeals. Each side bears its own.

20.4 Upper Tribunal appeals on points of law

Only on a point of law. An appeal to the Upper Tribunal lies only on a point of law, such as a misdirection on the law, a failure to give adequate reasons, a decision no reasonable tribunal could reach on the evidence, or a procedural unfairness (Tribunals, Courts and Enforcement Act 2007, section 11). Disagreement with the tribunal's findings of fact is not enough.

Permission. The appellant must first apply in writing to the First-tier Tribunal for permission, within one month of the latest of the dates the tribunal sends the decision notice or written reasons (FtT SEC Rules, rule 38(3)) (legislation.gov.uk). Asking for written reasons promptly is usually essential. If the First-tier Tribunal refuses permission, the appellant can apply to the Upper Tribunal, usually within one month of the refusal being sent (UT Rules, rule 21) (legislation.gov.uk).

What the Upper Tribunal can do. It can set aside the decision and either remake it or send it back to a new First-tier Tribunal (Tribunals, Courts and Enforcement Act 2007, section 12). Its decisions on points of principle bind councils and the First-tier Tribunal (Chapter 4).

When to consider it. Upper Tribunal appeals take time and cost money on both sides. They are worthwhile where a point of law matters beyond the individual case, for example the meaning of "more than minimal" or the treatment of intensive housing management. Councils and providers should consider together whether a point is suitable for a lead case at that level.

Effect on other claims. While an appeal against an Upper Tribunal or court decision is pending in another case, the council may suspend affected awards (D&A Regulations, regulation 11(2)(b)(ii); Chapter 18, 18.5). It should use that power sparingly, and only where the outcome would genuinely affect the award.

20.5 Who can appeal: landlords and persons affected

The rule. Only a person affected can ask for a revision or appeal. Regulation 3 of the D&A Regulations lists them, and the list is exhaustive (*Salisbury*, paras 95, 116 and 128) ([BAILII](#)).

***Wirral MBC v Salisbury Independent Living Ltd* [2012] EWCA Civ 84.** Decided by the Court of Appeal on 9 February 2012, with Hughes LJ giving the leading judgment. Salisbury Independent Living, a not-for-profit landlord, brought appeals on behalf of around 60 tenants, but had no signed authority from ten of them (para 7). The Court held that:

- a landlord is a person affected only for decisions on direct payment under regulations 95 and 96, "although not against any other housing benefit decision concerning the same tenant (and thus not, for example, against a decision fixing the amount of benefit)" (para 62)
- regulation 3 "provides the exhaustive definition of 'person affected'" (para 116)
- the landlord was "not a party to any of these sixty appeals, although it can of course act on behalf of all but the ten missing tenants" (para 128)

What this means in practice.

- A provider can represent tenants in revisions and appeals about eligible rent, exempt status and service charges, but the **tenant is the appellant**.
- The provider needs the tenant's **written authority** (Chapter 19, 19.3). Without it, there may be no valid appeal.
- Where a tenant has left, died or cannot be traced, the provider cannot appeal in its own name. Deputies, attorneys and appointees can act for tenants unable to act themselves (regulation 3(1)(b) and (c)).
- The provider has its own rights where the decision is about direct payment or recovering an overpayment from it (Chapter 21).

Managing appeals across a scheme. Where a scheme-level finding affects many tenants:

1. The provider collects authorities from each tenant who wishes to challenge, explaining what it means.
2. The council and provider agree which appeals best represent the issues.
3. Either side can ask the tribunal to direct lead cases and stay the related ones (rule 18). The lead decision then applies to the related cases unless a party applies within one month for a direction that it does not (rule 18).
4. The council and provider agree a common bundle of scheme evidence.
5. After the lead decision, the council applies it to every affected claim, including those not appealed, by revision or supersession where the law allows (Chapter 19, 19.2).

An example. In *FYE* and *GPZ*, two lead cases were decided by the Upper Tribunal from a block of 34 appeals (decision; Chapter 11).

20.6 Tribunal procedure in rent cases: the date of decision, later evidence and untested evidence

The date of decision. The tribunal "shall not take into account any circumstances not obtaining at the time when the decision appealed against was made" (CSPSSA 2000, Schedule 7, para 6(9)(b)) ([legislation.gov.uk](https://www.legislation.gov.uk)). In *BM*, the Upper Tribunal applied this to a rent case:

- later rent rises "could not have been known when the Council took its decision" and were mostly irrelevant (para 65)
- inspections of comparators five years later could not show whether they were suitable alternative accommodation "at the time the Council identified them", which "can be judged only by the evidence available of the circumstances at that time" (para 65)
- the claimant's staying in the home for years afterwards was relevant only so far as it could have been foreseen at the time (para 65)

Later evidence. Evidence obtained after the decision can still be used if it shows what the circumstances were at the date of the decision. In *BM*, the new tribunal was told not to consider later evidence "unless satisfied, on all the evidence" that circumstances had not changed between the relevant date and the date of that evidence (para 70). The tribunal decides the matter afresh, not whether the council's decision was reasonable at the time (para 71).

What this means for councils. Keep a **dated record** of the evidence relied on at the time of the decision, especially comparators in rent cases: their address, rent, size, facilities, security of tenure and availability, and why they were suitable for this claimant (Chapter 10, 10.5). Evidence gathered for the first time for the appeal may carry little weight.

What this means for providers. Put the evidence of the tenant's needs and the scheme's services before the council at the time of the claim or the request. Evidence first produced at the tribunal must still speak to the position at the date of the decision.

Untested evidence. In *BM*, the council relied on a statement from a commissioning officer, who then declined to attend. The tribunal refused a witness summons but still relied on the statement. The Upper Tribunal held that this was unfair: "It prevented one party from making a proper challenge to statements that were said to be fact but it then allowed the other party to rely on them" (para 11). If a summons is refused and the evidence cannot otherwise be tested, the evidence objected to should be excluded, except so far as the objecting party accepts it (para 11). The tribunal has powers to require documents and the attendance of witnesses (para 12; FtT SEC Rules, rules 5 and 16).

What this means for both sides.

- Rely on witness statements only from people who will attend if needed, or whose evidence is not disputed.
- Where you object to the other side's witness evidence, say so early and ask for the witness to attend.
- Agree facts that are not in dispute, so that witnesses are only needed on the points that matter.

The burden of proof in rent cases. At the first stage of a rent restriction, the burden is on the council to show that suitable cheaper alternative accommodation exists (*BM*, para 13; Chapter 10). Councils should not expect the tribunal to fill gaps in their evidence of comparators, although the tribunal may ask for more (*BM*, para 59).

The guidance

Para	What the guidance says	SHP's view
210	Each case must be considered individually	Agreed. Lead cases decide common issues; each tenant's own facts must still be considered (20.5)
240 and 241	Notify decisions quickly, with reasons and appeal rights	Agreed. Good reasons reduce appeals (Chapter 19)

Good practice

For councils:

- Offer an informal conversation on every disputed supported housing decision, without delaying formal rights.

- Review requests for reconsideration with fresh eyes, and revise decisions you would not make again.
- Send appeal responses promptly, with a focused, indexed bundle.
- Keep dated records of the evidence relied on at the date of decision, especially comparators.
- Rely on witness evidence only where the witness will attend if required.
- Agree lead cases and common bundles for scheme-wide disputes, and apply lead decisions to all affected claims.

For providers:

- Raise the point with the council before appealing, but always lodge within the time limit.
- Ask for written reasons within one month where they are unclear.
- Act for tenants only with their written authority, and keep them informed.
- Put the evidence before the council at the time, not for the first time at the tribunal.
- Use witnesses who know the facts and can attend.
- Consider carefully, with the council, whether a point of law justifies an Upper Tribunal appeal.

Evidence

Stage	Council	Provider, for the tenant
Reconsideration	Decision record; evidence relied on	Request with grounds, evidence and authority
Appeal response	Response under rule 24; indexed bundle	Submission and indexed bundle
Rent cases	Dated comparator evidence at the date of decision	Evidence of the tenant's needs and why comparators are unsuitable
Witnesses	Statements from witnesses who will attend	Statements from scheme staff who know the facts
Scheme-wide disputes	Common bundle; list of affected claims	Authorities; list of appellants

Finding common ground

Narrow the issue first. Before any appeal, the council and provider should try to agree what is not in dispute, as the parties did in *Allerdale*, where most of the charge was agreed, and only three items were left for the Upper Tribunal (Chapter 7, 7.2).

Agree the facts. A short statement of agreed facts, filed with the bundle, saves hearing time and focuses the tribunal on the real issue.

Treat the tribunal's decision as shared learning. Whatever the outcome, record what the decision means for the scheme and for similar cases, and update the scheme file and the local protocol (Chapter 17).

Key cases and cross-references

Case or provision	Point	Chapter
<i>Wirral MBC v Salisbury Independent Living Ltd</i> [2012] EWCA Civ 84	Regulation 3 exhaustive; landlord can act for tenants but has no independent appeal	19, 20
<i>BM v Cheshire West and Chester Council</i> [2009] UKUT 162 (AAC)	Date of decision; later evidence; untested evidence; burden on council	10, 20
<i>FYE v Middlesbrough CC and GPZ v Sunderland CC</i> [2026] UKUT 157 (AAC)	Lead cases; decision-makers need not give evidence	11, 20
<i>Allerdale BC v JD and Others</i> [2019] UKUT 304 (AAC)	Narrowing the issues by agreement	7, 9, 20
CSPSSA 2000, Schedule 7, para 6	Right of appeal; date of decision	2, 20
D&A Regulations 2001, regs 3 to 8	Persons affected; revision; supersession	2, 19, 20
FtT SEC Rules 2008, rules 2, 18, 23, 24 and 38	Procedure, lead cases, time limits, response, permission	20

- **Related chapters:** Chapter 2 (2.7); Chapter 4 (binding effect of decisions); Chapter 10 (rent restriction); Chapter 17 (17.3, escalation); Chapter 18 (18.5, suspension); Chapter 19 (reasons and authority); Chapter 21 (overpayments)
- **Appendices:** Appendix 1 (table of cases); Appendix 10 (model decision notice)

Sources

- Child Support, Pensions and Social Security Act 2000, Schedule 7, paragraph 6: <https://www.legislation.gov.uk/ukpga/2000/19/schedule/7/paragraph/6>
- Decisions and Appeals Regulations 2001, regulation 4: <https://www.legislation.gov.uk/uksi/2001/1002/regulation/4>
- Decisions and Appeals Regulations 2001, regulation 5: <https://www.legislation.gov.uk/uksi/2001/1002/regulation/5>
- Decisions and Appeals Regulations 2001, regulation 3: <https://www.legislation.gov.uk/uksi/2001/1002/regulation/3>
- Tribunal Procedure (First-tier Tribunal) (Social Entitlement Chamber) Rules 2008: <https://www.legislation.gov.uk/uksi/2008/2685>
- FtT SEC Rules, rule 2: <https://www.legislation.gov.uk/uksi/2008/2685/article/2>
- FtT SEC Rules, rule 23: <https://www.legislation.gov.uk/uksi/2008/2685/rule/23>
- FtT SEC Rules, rule 24: <https://www.legislation.gov.uk/uksi/2008/2685/rule/24>
- FtT SEC Rules, rule 38: <https://www.legislation.gov.uk/uksi/2008/2685/article/38>
- Tribunal Procedure (Upper Tribunal) Rules 2008, rule 21: <https://www.legislation.gov.uk/uksi/2008/2698/article/21>

- *Wirral MBC v Salisbury Independent Living Ltd* [2012] EWCA Civ 84:
<https://www.bailii.org/ew/cases/EWCA/Civ/2012/84.html>
- *BM v Cheshire West and Chester Council* [2009] UKUT 162 (AAC):
<https://administrativeappeals.decisions.tribunals.gov.uk/judgmentfiles/j2749/CH%202036%202008-00.doc>
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https://assets.publishing.service.gov.uk/media/69f216d7b0c3a4023e5d6e63/UA-2024-001199-HB_and_UA-2024-001252-HB.pdf

21. Overpayments and Recovery

In brief

- An overpayment is any Housing Benefit paid to which there was no entitlement, judged on the decision as later revised or superseded (Housing Benefit Regulations 2006, regulation 99).
- Every overpayment is recoverable **except** one caused by official error where nobody paid, and nobody acting for the claimant, could reasonably have been expected to realise it was an overpayment (regulation 100).
- Official error does not include a mistake that the claimant, someone acting for them, or the person paid **caused or materially contributed to** (regulation 100(3)). A provider that describes its services accurately and reports changes promptly is protected; one that does not is not.
- Where the provider was paid direct, recovery can usually be sought from the claimant, the provider, or both. If the overpayment came from someone's misrepresentation or failure to disclose, it is recoverable **only** from that person (regulation 101(2)(b)).
- In calculating the overpayment, the council must deduct the benefit that **would** have been payable on the correct facts (regulation 104). Where a scheme is found not to be exempt, the overpayment is the difference, not the whole award.
- Recoverable does not mean it must be recovered. Recovery is a discretion, and a blanket policy of recovering everything would be open to challenge (DWP overpayments guide, paras 4.350 and 4.351).
- Recovery from a provider by deduction from **other** tenants' benefit treats those tenants' rent as paid. They must not be charged for it (Social Security Administration Act 1992, section 75(6)).
- **SHP's position:** large scheme-level overpayments are a failure of the system, not just of one party. They are best prevented by early scheme-level review and prospective decisions. Where they arise, the council and provider should agree the cause, the amount and a recovery plan that keeps tenants housed and the scheme viable where the service is sound.

The law

Question	Rule	Reference
What is an overpayment	Benefit paid with no entitlement, on the decision as revised or superseded; includes excess payment on account	HB Regulations, regulation 99
Is it recoverable	Yes, unless official error and nobody could reasonably have realised	HB Regulations, regulation 100(1) to (3)
From whom	The person paid; the claimant as well; only the person at fault where there was misrepresentation or non-disclosure	SSAA 1992, section 75(3); HB Regulations, regulation 101

Question	Rule	Reference
Landlord protection	Not recoverable from a landlord who reported its suspicion in writing, where the other conditions are met	HB Regulations, regulation 101(1)
Amount	Deduct the benefit that should have been paid on the correct facts	HB Regulations, regulation 104
Method	Deduction from ongoing benefit, from other benefits, or through the county court	HB Regulations, regulation 102; SSAA 1992, section 75(4) and (7)
Other tenants	Deduction from benefit paid to the landlord for other tenants; their rent is treated as paid	SSAA 1992, section 75(5) and (6); HB Regulations, regulation 106
Challenge	The person from whom recovery is sought is a person affected and can appeal	D&A Regulations, regulation 3

"HB Regulations" means the Housing Benefit Regulations 2006. "SSAA 1992" means the Social Security Administration Act 1992. "D&A Regulations" means the Housing Benefit and Council Tax Benefit (Decisions and Appeals) Regulations 2001. The equivalent rules for claimants over State Pension age are in the Housing Benefit (Persons who have attained the qualifying age for state pension credit) Regulations 2006.

Four separate decisions. An overpayment involves separate decisions, which should be kept apart in the council's reasoning and in its notice: that there is an overpayment, and its period and amount; that it is recoverable; who it is recoverable from; and whether, and from whom, to recover it. The last of these is a discretion and is **not** appealable to the tribunal (*Capital Housing Association Ltd v London Borough of Ealing and SR* [2025] UKUT 125 (AAC), para 17, applying R(H) 6/06, paras 20 and 52) ([decision](#)). It can be challenged by complaint or, in an appropriate case, judicial review.

21.1 Was there an overpayment, and was it recoverable?

Start with the decision that creates it. An overpayment exists only if the decision on entitlement has been revised or superseded for the period in question (regulation 99) ([legislation.gov.uk](#)). Whether that happens, and from what date, is governed by the revision and supersession rules (Chapter 20, 20.2). A **revision** reaches back to the start of the original decision and can create a large overpayment. A **supersession** usually takes effect from a later date and often creates none.

Common causes in supported housing.

Cause	Typical example	Likely category
Tenant leaves	Provider or tenant does not report the leaving date	Failure to disclose (Chapter 18)
Services change	Support or supervision stops, but exempt status continues	Failure to disclose, if the change was not reported

Cause	Typical example	Likely category
Rent or service charges change	Charges fall, or an ineligible charge is added	Failure to disclose, or official error if reported and not acted on
Council misapplies the law	Exempt status accepted on full and accurate information, later found wrong	Official error
Council fails to act	A change is reported but the award is not altered	Official error
Information was wrong	Services described as provided that were not	Misrepresentation

Official error. An overpayment arises from official error if it was caused by a mistake, by act or omission, of the council, someone acting for it, or DWP or HMRC officers, and the claimant, someone acting for them, or the person paid **did not cause or materially contribute to** that mistake (regulation 100(3))

([legislation.gov.uk](https://www.legislation.gov.uk)). In *Capital Housing*, a tenant phoned the council to say she had left, and the council kept paying the landlord for over two years. That was official error (paras 22 and 39).

Misleading information from the council can be official error. The Upper Tribunal has held that a council's misleading information about what changes had to be reported amounted to official error (*Gateshead Council v Frederick Avery* [2026] UKUT 214 (AAC), a case under the pension age regulations) ([GOV.UK summary](https://www.gov.uk/government/news/tribunal-rules-councils-misleading-tenants-can-lead-to-overpayments)). Councils should make sure their notices to providers say clearly what must be reported (Chapter 19).

Could anyone reasonably have realised? Even an official error overpayment is recoverable if the claimant, someone acting for them, or the person paid could reasonably have been expected to realise, when they received the payment or a notice about it, that it was an overpayment (regulation 100(2)). In *Capital Housing*, the landlord knew the tenant had left, so it could reasonably have been expected to realise it was being overpaid (para 39). The test is about what the person knew or should have known at the time, not with hindsight.

Applying this to exempt status. Where a council later decides that a scheme was not exempt accommodation, or that a charge was ineligible:

- If the provider described the scheme and its services **accurately and fully**, and the council made the original decision on that information, the mistake is the council's. The overpayment is likely to be an official error overpayment.
- A provider that reasonably believed, on the law and the facts, that its scheme qualified could not reasonably have been expected to realise it was being overpaid. That is especially so where the scheme reflects the position set out in this manual, or the point was genuinely arguable.
- If the provider **overstated** its services, failed to report that support had stopped, or did not provide information the council asked for, it is likely to have caused or contributed to the mistake. The overpayment is then recoverable, and possibly only from the provider (21.2).

SHP's position. A council that takes a different view of a scheme on the same facts should normally do so by a decision that takes effect from now on, after the "minded to" process (Chapter 19, 19.1), and not by reaching back years. Where it does reach back, it should identify clearly whether the provider caused or contributed to the mistake, and why. A change of view is not the same as a misrepresentation.

Calculating the amount. The council must deduct any benefit that **should** have been paid on the correct facts (regulation 104) (legislation.gov.uk). This is often called "underlying entitlement". In supported housing:

- if exempt status is removed, deduct the benefit the tenant would have received on the correct basis
- if one service charge was ineligible, the overpayment is that charge, not the whole award
- if a rent is restricted, the overpayment is the difference between the rent paid for and the restricted rent (Chapter 10)

Evidence for this stage.

- The original decision and the information it was based on.
- What the provider told the council, and when, with dates.
- What changed, and when the council was told.
- The council's calculation, period by period, with underlying entitlement deducted.

21.2 Recovery from the landlord compared with the claimant

The starting point. An overpayment is recoverable from the person it was paid to, and regulations can make it recoverable from someone else as well as, or instead of, that person (SSAA 1992, section 75(3)) (legislation.gov.uk). Regulation 101 sets the rules (legislation.gov.uk).

Cause of the overpayment	Recoverable from
Misrepresentation or failure to disclose, by anyone	Only the person who misrepresented or failed to disclose (regulation 101(2)(b))
Official error, where someone could reasonably have realised	Only the person or people who could reasonably have realised (regulation 101(2)(c))
Any other recoverable overpayment	The claimant, and the landlord if it was paid direct (regulation 101(2)(a))

Who failed to disclose. Where a tenant leaves and nobody tells the council, both the tenant and the provider may have failed to disclose, and the overpayment can be recovered from either (DWP overpayments guide, para 4.30, example 2) ([GOV.UK](https://gov.uk)). Where the tenant **did** tell the council, the overpayment is not one caused by the tenant's non-disclosure. A landlord that knew the tenant had left cannot shift liability to the tenant just because it also told the council (*Capital Housing*, paras 40 and 41).

The landlord protection. An overpayment paid direct to a landlord is **not** recoverable from it if the landlord told the council **in writing** that it suspected an overpayment, the overpayment did not arise from a change of dwelling, there are grounds for prosecution or a deliberate failure to report a change, and the landlord did not collude or contribute to the period or amount (regulation 101(1)). All the conditions must be met (DWP overpayments guide, para 4.12). This protection is narrow. It does not cover the most common supported housing case, a tenant leaving, because that is a change of dwelling (regulation 101(1)(bb); *Capital Housing*, para 19).

Choosing whom to recover from. Where an overpayment is recoverable from both, the council chooses. The choice is not appealable (*Capital Housing*, para 17), but it must be made properly. SHP's view is that the council should consider:

- who caused or could have prevented the overpayment
- who received the money and who benefited from it

- the circumstances of the person, including health and finances, so as not to cause hardship (DWP overpayments guide, para 4.182)
- the effect on the tenant's tenancy and on the scheme (21.3)

Methods of recovery. The council can recover by deduction from ongoing benefit, by asking DWP to deduct from other benefits, or through the county court (regulation 102; section 75(4) and (7)) ([legislation.gov.uk](https://www.legislation.gov.uk)). Deductions from a claimant's ongoing benefit are capped each week (regulation 102(2) and (3)). The DWP guide suggests the council may offer the landlord the option to repay by agreement, and turn to deductions if that breaks down (para 4.171).

For providers: protecting yourself.

- Describe services accurately, and update the council when they change (Chapter 13).
- Report each leaving date promptly, in writing, and keep proof (Chapter 18; regulation 88).
- If you suspect an overpayment, tell the council in writing straight away.
- Keep the council's notices about what you must report (Schedule 9, para 11; Chapter 19).

Notices and challenge. The overpayment notice must give the fact, reason, amount, calculation, benefit weeks and method of recovery (Schedule 9, para 15; Chapter 19). The provider is a person affected by a decision that the overpayment is recoverable from it, and can ask for a revision or appeal in its own name (D&A Regulations, regulation 3; Chapter 20, 20.5).

21.3 Effect on tenants and on whether the scheme can continue

"Blameless tenant" recovery. Where an overpayment is recoverable from a landlord, the council can recover it by deducting from benefit paid to that landlord for **other** tenants (section 75(5)(c); regulation 106) ([legislation.gov.uk](https://www.legislation.gov.uk)). Each other tenant's rent is then treated as paid, in full, by the amount deducted (section 75(6)). The DWP guide calls them "blameless tenants" (paras 4.172 to 4.175).

Duty	Who	Reference
Tell tenants at the start of direct payment that their rent is protected if this happens	Council	DWP overpayments guide, para 4.174
Name the tenant overpaid, the tenants deducted from, and the amounts and periods	Council	DWP overpayments guide, paras 4.175 and 4.179
Credit each blameless tenant's rent account in full	Provider	SSAA 1992, section 75(6)
Not ask blameless tenants to pay the shortfall	Provider	SSAA 1992, section 75(6)

The tenant whose claim was overpaid. Where the tenant did nothing wrong, for example where the overpayment arose from a council decision about the scheme, SHP's position is that the provider should not pass recovery on to the tenant as rent arrears. Where the tenant's own failure caused it, any action should still be proportionate to the tenant's circumstances, and support staff should help the tenant understand and respond to the decision. Whether arrears can be pursued depends on the tenancy and the circumstances, and providers should take advice.

When recovery threatens a scheme. A large scheme-level overpayment, recovered quickly from a provider, can close a scheme. That can leave vulnerable tenants homeless, move costs to temporary accommodation and statutory services, and help nobody. Where the service is sound, and the issue is the classification or the level of charges:

- the council and provider should first agree the cause, the period and the calculation (21.1)
- the council should use its discretion on whether and how to recover (DWP overpayments guide, paras 4.350 and 4.351)
- recovery should be by agreed instalments that the scheme can bear, reviewed periodically
- any changes to the scheme's charges or services should take effect prospectively, with time for the provider and commissioners to adjust (Chapter 10, 10.8; Chapter 17)
- tenants should be told what is happening and that their tenancies are not at risk because of it, where that is so

Where the concern is quality or conduct. Where the overpayment reflects misrepresentation, services not delivered, or poor conduct, recovery is appropriate and the council should consider its wider duties, working with commissioners and regulators (Chapter 22). Even then, planning for the tenants comes first (Chapter 18, 18.6).

Subsidy. The subsidy the council receives on an overpayment depends on its category. That classification must follow the facts. It should not influence whether an overpayment is labelled official error or not (HB subsidy guidance manual) ([GOV.UK](https://www.gov.uk)).

The guidance

Para	What the guidance says	SHP's view
4.30 (overpayments guide)	Where both tenant and landlord failed to report a move, recovery can be from either	Agreed. Prompt written notice protects the provider
4.171 (overpayments guide)	The council may offer the landlord repayment by agreement before using deductions	Agreed. Agreed instalments should be the norm for scheme-level overpayments
4.172 to 4.175 (overpayments guide)	Blameless tenants' rent is treated as paid and must be credited	Agreed. Providers must credit accounts in full
4.182 (overpayments guide)	Consider health and finances to avoid hardship	Agreed. Include the effect on the scheme and its tenants
4.350 and 4.351 (overpayments guide)	Recovery is discretionary; a blanket policy is open to challenge	Agreed

Good practice

For councils:

- Keep the four decisions separate, with reasons for each.
- Identify the cause precisely, and say whether and how the provider caused or contributed to the mistake.

- Deduct underlying entitlement in every case.
- Make changes of view on a scheme prospectively, after a "minded to" stage.
- Agree recovery plans for scheme-level overpayments, and tell blameless tenants their rent is protected.

For providers:

- Describe services accurately and keep the council updated.
- Report leaving dates and changes in writing, promptly, and keep proof.
- Credit blameless tenants' accounts in full.
- Challenge the decision that the overpayment is recoverable from you within one month if you disagree (Chapter 20).
- Do not pass recovery on to a tenant who did nothing wrong.

Evidence

Point	Council	Provider
Cause	The original decision, the information it was based on, and what changed	What was reported, when and how, with proof
Official error	The mistake, and why the provider did or did not contribute	Accurate scheme descriptions and correspondence
Could have realised	What the provider knew at the time	Why the provider reasonably believed the award was right
Amount	Calculation by period, with underlying entitlement deducted	Its own reconciliation of rent accounts
Recovery	The reasons for the choice of person and method	Its financial position and the effect on tenants

Finding common ground

Agree the facts first. Most disputes about overpayments are about what happened and when. A shared timeline of reports, decisions and payments often settles the category without an appeal.

Separate the past from the future. Agreeing how the scheme will be treated from now on is usually more important to both sides than the past. Settle that first, then deal with the past period.

Treat recovery as a plan, not a penalty. Where the service is sound, a recovery plan the scheme can bear protects public money and the tenants.

Key cases and cross-references

Case or provision	Point	Chapter
<i>Capital Housing Association Ltd v London Borough of Ealing and SR</i> [2025] UKUT 125 (AAC)	Official error; landlord could have realised; choice of whom to recover from not appealable	18, 21

Case or provision	Point	Chapter
<i>Gateshead Council v Frederick Avery</i> [2026] UKUT 214 (AAC)	Misleading council information can be official error	19, 21
R(H) 6/06	Decision whether, and from whom, to recover not appealable	21
HB Regulations 2006, regs 99 to 106	Overpayments, recoverability, persons, amount, methods	2, 21
SSAA 1992, section 75	Recovery, including from other tenants' benefit	21

- **Related chapters:** Chapter 2 (2.8, overpayments); Chapter 10 (rent restriction); Chapter 13 (scheme evidence); Chapter 18 (claim lifecycle and leavers); Chapter 19 (notices); Chapter 20 (revisions and appeals); Chapter 22 (quality assurance)
- **Appendices:** Appendix 1 (table of cases); Appendix 10 (model decision notice)

Sources

- Housing Benefit Regulations 2006, regulation 99: <https://www.legislation.gov.uk/uksi/2006/213/regulation/99>
- Housing Benefit Regulations 2006, regulation 100: <https://www.legislation.gov.uk/uksi/2006/213/regulation/100>
- Housing Benefit Regulations 2006, regulation 101: <https://www.legislation.gov.uk/uksi/2006/213/regulation/101>
- Housing Benefit Regulations 2006, regulation 102: <https://www.legislation.gov.uk/uksi/2006/213/regulation/102>
- Housing Benefit Regulations 2006, regulation 104: <https://www.legislation.gov.uk/uksi/2006/213/regulation/104>
- Housing Benefit Regulations 2006, regulation 106: <https://www.legislation.gov.uk/uksi/2006/213/regulation/106>
- Social Security Administration Act 1992, section 75: <https://www.legislation.gov.uk/ukpga/1992/5/section/75>
- DWP, Housing Benefit overpayments guide, Part 4: <https://www.gov.uk/government/publications/housing-benefit-overpayments-guide/part-4-recovery-of-overpayments>
- HB subsidy guidance manual 2025 to 2026: <https://www.gov.uk/government/publications/housing-benefit-subsidy-guidance-manual-2025-to-2026/housing-benefit-subsidy-guidance-manual-2025-to-2026>
- *Capital Housing Association Ltd v London Borough of Ealing and SR* [2025] UKUT 125 (AAC): <https://assets.publishing.service.gov.uk/media/6825e397a60aeba5ab34e041/UA-2024-000493-HB.pdf>
- *Gateshead Council v Frederick Avery* [2026] UKUT 214 (AAC): <https://www.gov.uk/administrative-appeals-tribunal-decisions/gateshead-council-v-frederick-avery-hb-2026-ukut-214-aac>

22. Quality Assurance and Monitoring

In brief

- Housing Benefit teams are not quality regulators. Their job is to decide entitlement correctly. Quality matters to Housing Benefit only where it bears on entitlement: whether care, support or supervision is actually provided, whether charges are for eligible services, and whether the rent is reasonable for what the tenant gets.
- Review effort should follow **risk**, not provider type. Most schemes run by providers with a good record need light-touch review. A smaller number need closer attention, for clear reasons that the council records.
- Housing Benefit law gives the council **no power of entry**. A Housing Benefit visit is by agreement. Its purpose is to understand the scheme and check the evidence, not to inspect quality.
- Other parts of the council do have powers. Environmental health can inspect for hazards under the Housing Act 2004, normally after giving at least 24 hours' notice (sections 4 and 239). Adult social care must make enquiries where it suspects an adult with care and support needs is at risk of abuse or neglect (Care Act 2014, section 42).
- Joint working between Housing Benefit, commissioning, housing, environmental health, safeguarding and, for registered providers, the Regulator of Social Housing means each concern goes to the body that can act on it.
- A safeguarding concern is referred straight away, whoever spots it. It is never held back for a Housing Benefit decision, and Housing Benefit is never used as a lever to deal with it.
- **SHP's position:** quality assurance works best when it is shared, proportionate and transparent. Providers should know what is reviewed and why, and councils should act on evidence, not reputation. Good providers should see less scrutiny over time, not more.

The law

Area	Rule	Reference
Housing Benefit information	The council can require information and evidence reasonably required to decide a claim	HB Regulations, regulation 86
Housing Benefit entitlement	Care, support or supervision must actually be provided; charges must be eligible; rent must be reasonable	HB Regulations, Schedule 1; Consequential Provisions Regulations, Schedule 3, para 4
Housing conditions	The council must arrange an inspection where it considers one appropriate to check for category 1 or 2 hazards	Housing Act 2004, section 4
Entry for housing inspection	Entry at a reasonable time, normally with at least 24 hours' notice to the owner and occupier	Housing Act 2004, section 239

Area	Rule	Reference
Safeguarding adults	Enquiries where an adult with care and support needs is suspected to be at risk of abuse or neglect	Care Act 2014, section 42
Registered providers	Consumer standards, including the Safety and Quality Standard, from 1 April 2024	Regulator of Social Housing
16 and 17 year olds	Supported accommodation for looked-after children and care leavers aged 16 and 17 is regulated by Ofsted	Supported Accommodation (England) Regulations 2023
Local oversight	Review of supported exempt accommodation and a published strategy; licensing to follow	SHROA 2023, section 2; Chapter 17, 17.4

"HB Regulations" means the Housing Benefit Regulations 2006. "SHROA 2023" means the Supported Housing (Regulatory Oversight) Act 2023.

What the DWP guidance says. The DWP guidance does not require councils to visit supported housing or set a programme of inspections ([DWP guidance](#)). It asks councils to look at the rent breakdown on new claims and rent increases (paras 168 and 238) and to develop processes to identify potentially unreasonably high rents (paras 204 to 211). It also says each case must be assessed individually, without blanket decisions based on the type of scheme (para 144). The National Statement of Expectations gives examples of councils that visit new schemes and run joint housing and support reviews ([National Statement of Expectations](#)).

22.1 Risk-based review programmes

Why risk-based. Reviewing every scheme to the same depth every year wastes council time and adds cost and delay for providers doing things well. A risk-based programme puts effort where it is most likely to find problems, and lets well-run schemes get on with the job.

Risk indicators. The council should set its indicators in its local protocol (Chapter 17, 17.2) and share them with providers. Examples:

Indicator	Why it matters	Caution
Rent or service charges well above comparable schemes	May show charges that are not reasonable or not eligible (Chapter 10)	A higher rent can be justified by the service; ask before assuming
New provider or new scheme	No track record yet	Review at the start, then move to the normal cycle
Lease or management arrangements with connected parties	DWP guidance suggests looking at conflicts of interest and lease terms (paras 126 to 133)	Lease-based models can be legitimate with good governance
Repeated late reporting of leavers or changes	Risk of overpayments (Chapter 21)	Look for a pattern, not a single lapse

Indicator	Why it matters	Caution
Complaints, hazards or safeguarding concerns	May show services not provided as described	Pass the concern to the body that can act on it (22.3, 22.4)
Evidence not provided when asked	The council cannot verify the claim	Check the request was reasonable (Chapter 12)
Significant change to the scheme	The basis of the original decision may have changed	A change is not a problem in itself

What is not a risk indicator. Some features are often treated as warning signs but are not, in SHP's view:

- funding from Housing Benefit alone, with no commissioned support contract (Chapters 11 and 13)
- delivering housing-related support and supervision through intensive housing management, rather than through a separate support charge (Chapters 7 and 15)
- dispersed accommodation, rather than a single building (Chapter 3, 3.4.2)
- the provider's legal form, such as a charity, a community interest company or a company limited by guarantee, by itself

Review tiers. A simple three-tier programme is enough for most councils.

Tier	Typical scheme	Review
Standard	Established provider, good record, no current concerns	Annual desk review at the rent increase (Chapter 18, 18.4); full scheme review every three years
Enhanced	New scheme, or one or two risk indicators	Scheme review in the first year, with a visit by agreement; then annual
Intensive	Several indicators, or a specific concern	Focused review of the issue, with a clear timetable and an agreed outcome

Moving between tiers. The council should tell a provider which tier its scheme is in and why, and what would move it to a lighter tier. A scheme should not stay in the enhanced or intensive tier once the reason has been dealt with.

Desk review first. Most review can be done from the scheme evidence pack (Chapter 13), the annual rent breakdown and Housing Benefit data. Visits and tenant conversations add most value where the desk review leaves a real question.

22.2 Visits and inspections: purpose, notice and conduct

Different visits, different powers.

Visit	Purpose	Power
Housing Benefit visit	Understand the scheme; check the evidence on services, charges and occupation	None; by agreement with the provider and the tenants

Visit	Purpose	Power
Housing conditions inspection	Check for category 1 or 2 hazards	Housing Act 2004, sections 4 and 239 (legislation.gov.uk)
Commissioning or contract monitoring	Check a commissioned service against its contract	The contract
Safeguarding enquiry	Decide whether action is needed to protect an adult	Care Act 2014, section 42 (legislation.gov.uk)

Officers should be clear, and say, which kind of visit they are making. A Housing Benefit officer should not present a voluntary visit as an inspection.

Joint visits. Where several teams need to visit the same scheme, one joint visit, planned in advance, is less disruptive for tenants and gives a fuller picture. Hull's joint housing inspections and support reviews are one example (National Statement of Expectations).

Notice. SHP's view is that a Housing Benefit visit should normally be arranged with at least five working days' notice, confirmed in writing, saying:

- who will attend and in what role
- the purpose of the visit and what the officer wants to see
- whether the officer would like to speak to tenants, and on what basis
- what records, if any, the provider should have available

Unannounced visits are for the bodies with powers to make them, such as environmental health in the circumstances the law allows, and should not be used for Housing Benefit purposes.

Conduct.

- Respect that the scheme is the tenants' home. Do not enter a tenant's room without their consent.
- Speaking to the council is voluntary for tenants. Explain who you are and why you are there, and that their benefit does not depend on whether they talk to you.
- Offer to speak to a tenant with or without staff present, as the tenant prefers.
- Keep to the purpose of the visit. If you see something outside it, such as a hazard or a safeguarding concern, pass it to the right team (22.4).
- Record what was seen and said, and who said it.

After the visit. The council should send the provider a short written summary within a reasonable time, saying what was found, any points the council needs to follow up, and any evidence still needed. Where the visit will be relied on in a decision, the provider should have the chance to comment on the record first (Chapter 19, 19.1). Records of what tenants said should be handled under data protection law (Chapter 12, 12.6).

For providers. Agree to reasonable requests for a visit. A provider that refuses all contact makes it harder for the council to accept its evidence. Prepare tenants, explain that taking part is their choice, and make sure staff on site know what the visit is for.

22.3 Joint working with commissioners and regulators

Each concern to the right body. Housing Benefit teams often see problems first, through rent breakdowns, leaver reports and contact with tenants. They do not have the powers to deal with most of them. A clear

referral route, set out in the local protocol (Chapter 17, 17.2), makes sure concerns reach a body that can act.

Concern	Refer to
Disrepair, hazards, fire safety or overcrowding	Environmental health or private sector housing; the fire and rescue service for fire safety
HMO licensing	The council's licensing team
Abuse or neglect of an adult with care and support needs	Adult social care, under its safeguarding procedures
A child at risk, or a 16 or 17 year old in unregistered supported accommodation	Children's services; Ofsted where registration may be required
Quality of a commissioned service	The commissioner
A registered provider's governance, viability or consumer standards	The Regulator of Social Housing
Possible benefit fraud	The council's or DWP's fraud team
Wider supply and quality of supported housing	The SHROA strategy lead (Chapter 17, 17.4)

The Regulator of Social Housing. The regulator's remit covers registered providers only. For them, consumer standards apply, including the Safety and Quality Standard, in force from 1 April 2024 ([Regulator of Social Housing](#)). The regulator can issue a regulatory notice to a small registered provider where it finds a breach of an economic standard, or serious detriment from a breach of a consumer standard (DWP guidance, para 25). Non-registered providers are outside its remit until licensing comes in (Chapter 17, 17.4).

Children and young people. Ofsted has regulated supported accommodation for looked-after children and care leavers aged 16 and 17 since April 2023 ([GOV.UK](#)). Housing Benefit teams should know which local schemes house 16 and 17 year olds and how they are regulated.

Feedback both ways. Joint working should also share good news. Where a review finds a scheme well run, the commissioner, the strategy lead and, with consent, the referral partners should know. That supports placements in good schemes and helps the market.

Information sharing. All sharing must have a lawful basis and be proportionate. A data sharing agreement between the teams involved makes this routine and safe (Chapter 12, 12.6; Appendix 13).

22.4 Handling concerns about quality and safeguarding

Safeguarding first. If anyone, in the council or the provider, has reasonable cause to suspect that an adult with care and support needs is experiencing, or at risk of, abuse or neglect, they should refer to adult social care straight away under local safeguarding procedures. The council must then make whatever enquiries it thinks necessary (Care Act 2014, section 42(2)). In an emergency, call the police or emergency services. Housing Benefit processes must not delay a referral.

Keep safeguarding and entitlement separate. A safeguarding concern is not, in itself, a reason to suspend, refuse or reduce Housing Benefit. Suspending benefit can put the tenant's home at risk and harm the very person the concern is about (Chapter 18, 18.5). The Housing Benefit question stays the same: on the evidence, is the tenant entitled, and to how much?

When a quality concern does affect entitlement.

Concern	Housing Benefit question	Chapter
Support or supervision described but not provided	Is care, support or supervision provided, and is it more than minimal?	6 to 8, 15
Services charged for but not delivered	Are the service charges for services actually provided?	9
Poor condition or management of the property	Is the rent reasonable for what the tenant gets?	10
The landlord not meeting its landlord obligations	Who is the landlord, and is the arrangement genuine?	5, 11

A fair process. Where a concern may affect entitlement, the council should:

1. tell the provider what the concern is and the evidence for it, so far as it can without compromising a safeguarding enquiry or the safety of anyone involved
2. ask for the provider's response and evidence, with a reasonable deadline (Chapter 12)
3. use a "minded to" letter for a significant scheme-level issue (Chapter 19, 19.1)
4. decide on the evidence, with reasons, and take effect from the right date (Chapter 20, 20.2; Chapter 21)

Improvement before withdrawal. Where a scheme's service has fallen short but can be put right, an agreed improvement plan, with a timetable and checks, is usually better for tenants than a decision that closes the scheme. Where tenants are at risk, or the provider will not engage, the council must act. Planning for the tenants comes first in either case (Chapter 18, 18.6).

For providers. Have a safeguarding policy and named lead, train staff, and refer concerns promptly. Tell the council's named contact (Chapter 17, 17.3) about serious incidents that affect a scheme's operation, such as a major safety failure, a loss of staff or a change of support provider. Raising problems early builds trust.

The guidance

Para	What the guidance says	SHP's view
25	The Regulator of Social Housing can issue regulatory notices to small registered providers	Agreed. Refer concerns about registered providers to the regulator
126 to 133	Councils may look at connected parties, conflicts of interest and lease terms; lease models can be legitimate	Agreed. A risk indicator, not a finding
144	Assess each case individually; no blanket decisions by type of scheme	Agreed. Risk tiers decide review effort, not outcomes
168 and 238	Ask for a rent breakdown on new claims and rent increases	Agreed. This is the core of a standard desk review

Para	What the guidance says	SHP's view
204 to 211	Develop processes to identify potentially unreasonably high rents	Agreed, with a fair process (Chapter 10)

Good practice

For councils:

- Publish the review tiers and risk indicators in the local protocol.
- Tell each provider its scheme's tier and the reasons.
- Start with a desk review; visit by agreement where it adds value.
- Say what kind of visit you are making, give notice, and follow up in writing.
- Refer each concern to the body that can act, and refer safeguarding concerns immediately.
- Keep safeguarding separate from entitlement decisions.

For providers:

- Keep the scheme evidence pack and rent breakdown up to date.
- Agree to reasonable visits and prepare tenants.
- Report leavers, changes and serious incidents promptly.
- Have a safeguarding policy, a named lead and trained staff.
- Agree and deliver an improvement plan where a review finds problems.

Evidence

Review stage	Council	Provider
Tiering	Indicators applied, and the reasons for the tier	Information correcting any mistaken indicator
Desk review	Rent breakdown comparison; Housing Benefit data	Scheme evidence pack; annual rent breakdown
Visit	Notice, record of the visit, written summary	Records requested; comments on the summary
Concern	The concern, its source and the evidence, so far as can be shared	Response and supporting evidence
Outcome	Decision with reasons, or a closed review	Improvement plan and progress evidence, where needed

Finding common ground

Agree the programme together. Consult providers on the risk indicators and review tiers before they are adopted. Providers that understand the programme are more likely to supply the right evidence first time.

Recognise good practice. A clean review should be recorded and shared, and should lighten future scrutiny.

Share the goal. Councils and providers both want safe, good-quality supported housing for people who need it, at a fair cost to public funds. Quality assurance is how both sides show that is happening.

Key cases and cross-references

Provision	Point	Chapter
HB Regulations 2006, regulation 86	Information reasonably required; no power of entry	12, 22
Housing Act 2004, sections 4 and 239	Hazard inspections; powers of entry and notice	22
Care Act 2014, section 42	Safeguarding enquiries	22
SHROA 2023, section 2	Local review and strategy	17, 22

- **Related chapters:** Chapter 10 (rent); Chapter 12 (evidence and data protection); Chapter 13 (scheme evidence); Chapter 15 (evidencing CSS, IHM and maintenance); Chapter 17 (partnership and protocols); Chapter 18 (claim lifecycle, suspension and scheme closure); Chapter 19 (decisions); Chapter 21 (overpayments)
- **Appendices:** Appendix 4 (scheme checklist); Appendix 12 (model local protocol); Appendix 13 (data sharing agreement)

Sources

- DWP, Housing Benefit guidance for supported housing claims:
<https://www.gov.uk/government/publications/housing-benefit-guidance-for-supported-housing-claims/housing-benefit-guidance-for-supported-housing-claims>
- Supported housing: National Statement of Expectations:
<https://www.gov.uk/government/publications/supported-housing-national-statement-of-expectations/supported-housing-national-statement-of-expectations>
- Housing Act 2004, section 4: <https://www.legislation.gov.uk/ukpga/2004/34/section/4>
- Housing Act 2004, section 239: <https://www.legislation.gov.uk/ukpga/2004/34/section/239>
- Care Act 2014, section 42: <https://www.legislation.gov.uk/ukpga/2014/23/section/42>
- Regulator of Social Housing, Safety and Quality Standard:
<https://www.gov.uk/government/publications/safety-and-quality-standard>
- DfE, Providing supported accommodation for children and young people:
<https://www.gov.uk/government/publications/providing-supported-accommodation-for-children-and-young-people>
- Supported Housing (Regulatory Oversight) Act 2023, section 2:
<https://www.legislation.gov.uk/ukpga/2023/26/section/2>

Part E: Tools and Appendices

- Appendix 1: Table of cases with citations, principles and links to supportedhousing.blog analysis
- Appendix 2: Extracts from the legislation
- Appendix 3: DWP guidance paragraph cross-reference to chapters of this manual
- Appendix 4: Scheme evidence checklist (provider and council versions)
- Appendix 5: Claimant evidence checklist
- Appendix 6: Model needs assessment and CSS plan template
- Appendix 7: Model CSS, IHM and maintenance activity log
- Appendix 8: Model rent and service charge build-up with apportionment worksheet
- Appendix 9: Model information request letter (reg 86 compliant)
- Appendix 10: Model decision notice
- Appendix 11: Contrivance risk indicators checklist
- Appendix 12: Model local protocol or MoU
- Appendix 13: Data sharing agreement template
- Appendix 14: Further reading and supportedhousing.blog resources

Appendix 1: Table of Cases

This table lists every court and tribunal decision cited in Chapters 1 to 22, grouped by topic. For each case, it gives the citation (linked to a published copy of the decision where one is available), the principle for which this manual relies on it, the chapters where it is discussed, and any SHP analysis of it on supportedhousing.blog. The principles are short summaries. Read the chapter, and where it matters, the decision itself, before relying on a case.

Status of decisions. Decisions of the Supreme Court, House of Lords and Court of Appeal bind the tribunals and councils. Reported decisions of the Upper Tribunal and Social Security Commissioners (marked R(H), R(IS), R(A), R(I) or R(S), or with an AACR reference), and decisions of three-judge panels or Tribunals of Commissioners, carry particular weight. Other Upper Tribunal and Commissioners' decisions bind the First-tier Tribunal and councils on points of law. Chapter 4 explains how to use them.

Older decisions. Many rent cases were decided under earlier rules, some by judicial review of Housing Benefit Review Boards. They remain useful on principle, but should be read with the current regulations (Chapter 10). Some older citations have not been re-checked against the full text for this draft, and these are marked.

Binding effect and use of case law

Case	Citation	Principle	Chapters	SHP analysis
R(I) 12/75	Reported Commissioners' decision	Binding effect of decisions; which to follow where decisions conflict; principle distinguished from findings of fact	4, 8 and 16	None yet

Case	Citation	Principle	Chapters	SHP analysis
<i>Dorset Healthcare NHS Foundation Trust v MH</i>	[2009] UKUT 4 (AAC)	Binding effect of Upper Tribunal decisions; three-judge panels to be preferred	4	None yet
<i>Sharratt v London Central Bus Co Ltd</i>	[2003] EWCA Civ 718	The law does not concern itself with trifling matters (the de minimis principle applied in R(H) 7/07)	8	None yet

Qualifying landlord and who provides the accommodation and support

Case	Citation	Principle	Chapters	SHP analysis
R(H) 2/07	CH/423/2006	Supported accommodation helps occupants cope with the practicalities of day-to-day living; third-party support must be engaged by the landlord; a joint venture is not enough	5, 6, 8, 13, 15 and 18	B2
<i>East Hertfordshire DC v KT</i>	[2009] UKUT 12 (AAC) (CH/2726/2008)	Accommodation is provided by whoever has the right to possession and the rent; arranging it is not providing it	5	None yet
CH/760/2008	Commissioner's decision	Support given independently of the landlord is not given on its behalf	5	None yet
<i>Wirral BC v MF (Wirral BC v Furlong)</i>	[2013] UKUT 291 (AAC), [2014] AACR 12	The not-for-profit test applies to the landlord; genuine commercial arrangements with connected third parties do not defeat it	5, 11 and 13	None yet
<i>Wychavon District Council v EM</i>	[2012] UKUT 12 (AAC)	A claimant lacking capacity can be liable for necessary accommodation without a contract	14	None yet

Care, support or supervision, IHM and more than minimal

Case	Citation	Principle	Chapters	SHP analysis
R(A) 2/75	Reported decision	Supervision can be precautionary or anticipatory	4, 6, 15 and 16	B1
R(A) 1/88	Reported decision	Supervision means being "present on guard"	4 and 6	B1
R(H) 7/07	CH/3811/2006	More than minimal is the de minimis principle (para 23); the landlord need not be the main support provider (para 21)	3, 4, 5, 8 and 10	B1, B2, B4, B5

Case	Citation	Principle	Chapters	SHP analysis
CH/1289/2007	Commissioner's decision	Source of the "3 hours a week" practice, which was the council's own calculation and not a minimum (para 21); a low support charge is not decisive (para 20); the test applies to each dwelling and claimant (paras 27 to 30)	3, 4, 5, 8, 14, 15, 16 and 19	B1, B7
R(H) 6/08	CH/779/2007 (interim decision, 17 August 2007)	Care, support or supervision must actually be provided; making support available can be support; "on its behalf" means on the landlord's behalf in providing it	3, 5, 6, 8, 14 and 15	B5
R(H) 4/09	CH/779/2007 and others	Support in the practicalities of everyday living; the prudent landlord test; availability depends on the nature and manner of the support; on rent, no restriction to the rent officer figure in old-rules cases without suitable alternative accommodation	3, 6, 7, 8, 10 and 15	B2, B6
Chorley BC v IT	[2009] UKUT 107 (AAC), [2010] AACR 2 (CH/150/2007)	Meaning of support; repairs and maintenance can be support; a leaseholder landlord provides the accommodation, a nominating council does not	3, 4, 5, 6, 7, 8, 13, 15 and 16	B1, B2, B4
Chorley BC v EM	[2009] UKUT 108 (AAC) (CH/4432/2006)	Arranging works, inspections and property visits can be support	3, 6, 7 and 15	B1, B2, B4, B5
Bristol CC v AW	[2009] UKUT 109 (AAC) (CH/200/2009)	The "real difference" test (para 31); no comparison of the support cost with the Housing Benefit at stake (para 32); help with an exempt status appeal does not count (para 49); different minds may differ (para 52)	3, 4, 7, 8, 15, 16 and 19	B1, B2, B4, B5
DW v Oxford CC	[2012] UKUT 52 (AAC) (CH/1344/2011)	What the landlord actually does; availability counts only with a real prospect of need; help with tenant disputes as support	3, 6, 7, 8, 14, 15 and 16	B5
MMcF v Sefton BC	[2016] UKUT 403 (AAC) (CH/1286/2016)	What goes beyond usual social housing practice; the evidence to examine; support is not provided unless there is some need for it	6, 8, 14 and 15	B5

Case	Citation	Principle	Chapters	SHP analysis
<i>Allerdale BC v JD and Others</i>	[2019] UKUT 304 (AAC)	No automatic link between eligibility and exempt status; housing management judged against the tenant group; SHP reads the post-2003 exclusion as personal counselling and support to the tenant as a person, so housing-related support and supervision remain eligible; rent collection and routine Housing Benefit help eligible; apportionment and mark-ups	3, 6, 7, 9, 15, 16, 19 and 20	B2, B4, B5, B6

Service charges

Case	Citation	Principle	Chapters	SHP analysis
CIS/1460/1995	Commissioner's decision	Common sense meaning of "adequate accommodation"; personal needs relevant; housing management varies with the tenant group; apportionment	9	None yet
<i>Wigan Council's appeal</i>	[2009] UKUT 28 (AAC) (CH/1615/2008)	A sleep-in room within the tenancy is rent; the tenancy wording governs unless rectification-level evidence shows otherwise	9	None yet
<i>ET v Rossendale BC</i>	[2010] UKUT 222 (AAC) (CH/3677/2008)	Councils can look behind itemisation; staff time evidence; management of an eligible service is eligible; comparables not a precondition for finding charges excessive; no standard void rate; burden of proof	9 and 10	B6
R(IS) 2/07	Reported decision	Discussed in <i>ET v Rossendale</i> (para 20): without knowing what a service involves, it is often impossible to say whether its charge is eligible or excessive	9	None yet
<i>Carlisle City Council v SC</i>	[2011] UKUT 480 (AAC) (CH/1827/2010)	Old form of regulation 12 applies in exempt accommodation; support funded elsewhere is not eligible; management and voids mark-ups on ineligible charges are ineligible pro rata	7 and 9	None yet

Case	Citation	Principle	Chapters	SHP analysis
<i>JB v Oxford CC; Oxford City Council v Basey</i>	[2011] UKUT 136 (AAC); [2012] EWCA Civ 115	Broad meaning of "sheltered accommodation"; fuel and cleaning of communal rooms eligible	9	None yet
<i>Liverpool City Council v NM and WD</i>	[2015] UKUT 532 (AAC), [2016] AACR 19	Communal water charges in sheltered or supported housing are eligible; apportion communal laundry use	9	None yet

Rent reasonableness and rent restriction

Case	Citation	Principle	Chapters	SHP analysis
<i>R v East Devon DC HBRB ex p Gibson</i>	(1993) 25 HLR 487 (CA)	Active market test; no need to name specific properties; purpose of the rules	10	B6
<i>Malcolm v Tweeddale DC HBRB</i>	[1994] SLT 1212	Compare like with like	10	B6
<i>R v Coventry CC ex p Morgan (ex p Waite)</i>	7 July 1995, unreported (Collins J)	Like with like; comparable tenancies must exist; doubted but not overruled in Birmingham, para 48	10	None yet
<i>R v Oadby and Wigston BC ex p Dickman</i>	(1996) 28 HLR 806	Available but unsuitable; the claimant must show why accommodation is unavailable	10	B6
<i>R v Kensington and Chelsea ex p Carney</i>	[1996] EWHC Admin 62	Limited factors for deciding whether a move is reasonable	10	None yet
<i>R v Waltham Forest LBC ex p Holder</i>	(1997) 29 HLR 71	Comparators must be local	10	B6
<i>R v Westminster HBRB ex p Pallas</i>	[1997] EWHC Admin 818	Health and suitability	10	B6
<i>R v East Devon HBRB ex p Preston</i>	(1998) 31 HLR 936	Deal with evidence that the current home is particularly suitable	10	B6
<i>R v Camden HBRB ex p W</i>	(1999) 32 HLR 879 (CA)	The only relevant factors for a move are employment and a child's schooling	10	B6
<i>R v Macclesfield BC HBRB ex p Temsamani</i>	[1999] EWHC Admin 168	Evidence of comparables and reasons (decided under a different 1987 power)	10	None yet
<i>R v Brent LBC ex p Connery</i>	[1990] 2 All ER 353, (1989) 22 HLR 40	No reduction below the cost of suitable alternative accommodation	10	B6

Case	Citation	Principle	Chapters	SHP analysis
<i>R v Westminster HBRB ex p Mehanne</i>	[2001] UKHL 11, [2001] 1 WLR 539	Discretion over the amount of the reduction; personal circumstances	4 and 10	B6
CH/4970/2002	Commissioner's decision	Consider the amount of the reduction and give reasons	10 and 19	B6
CH/2214/2003	Commissioner's decision	No mandatory checklist of factors	10	None yet
CH/4306/2003	Commissioner's decision	Active market evidence	10	B6
R(H) 2/05	Reported decision	The council's evidence was insufficient	10	None yet
CH/3528/2006	Commissioner's decision	Voids and long-term maintenance are rent; standard of evidence	10	B6
CH/3548/2006	Commissioner's decision	Voids are fact-specific; there is no standard 10%	4, 9 and 10	B6
CH/3528 to 3560/2007	Commissioner's decisions	Alternative accommodation must meet specific needs	10	B6
<i>BM v Cheshire West and Chester Council</i>	[2009] UKUT 162 (AAC) (CH/2036/2008)	Burden on the council; rent increases in cash and percentage terms; lesser reasonable increase; date of decision; untested evidence	10, 18 and 20	B6
<i>Aylesbury Vale DC v ER</i>	[2011] UKUT 160 (AAC) (CH/1961/2010)	Suitability includes the need for support; the rent officer figure is not a cap; reasons for the reduction	4, 10 and 19	B6
<i>Birmingham City Council v SS and SA (Roshni intervening)</i>	[2016] EWCA Civ 1211, [2017] AACR 8	Compare with the market; no inquiry into landlord funding; discretion to soften a reduction	2, 4 and 10	B6

Contrivance and abuse

Case	Citation	Principle	Chapters	SHP analysis
<i>R v Sheffield HBRB ex p Smith</i>	(1994) 28 HLR 36	Anti-abuse provisions; look at the arrangement as a whole	11	None yet
<i>R v Solihull MBC HBRB ex p Simpson</i>	[1995] 1 FLR 140 (CA)	Abuse is not the same as bad faith	11	None yet
CH/39/2007 (with CH/55/2007 and CH/58/2007); CH/136/2007	Commissioners' decisions	Meaning of "take advantage of the scheme" in exempt accommodation	11	None yet

Case	Citation	Principle	Chapters	SHP analysis
<i>Salford City Council v PF</i>	[2009] UKUT 150 (AAC) (CH/577/2009 and others)	Abuse required for regulation 9(1)(I); letting to tenants with genuine support needs is not abuse; rents significantly above costs	11	None yet
<i>FYE v Middlesbrough City Council and GPZ v Sunderland City Council</i>	[2026] UKUT 157 (AAC)	Contrivance under regulation 9(1)(I) in a lease-based scheme, by evaluative judgment on the arrangement as a whole; lead cases; decision-makers need not give evidence	5, 10, 11, 13, 16 and 20	B3

Evidence, decisions, appeals and overpayments

Case	Citation	Principle	Chapters	SHP analysis
R(S) 2/63	Reported decision, applied in CH/996/2004	Meaning of good cause for late claims and backdating	18	None yet
<i>Kerr v Department for Social Development</i>	[2004] UKHL 23	Benefit decisions are a co-operative process; gaps are determined against the party that has not done what it reasonably could, including the council	12, 13, 16 and 17	None yet
<i>South Buckinghamshire DC v Porter (No 2)</i>	[2004] UKHL 33	Standard for adequate reasons (para 36); a planning case used as a benchmark	19	None yet
R(H) 6/06	Tribunal of Commissioners (CH/4243/2004)	The decision whether, and from whom, to recover an overpayment is not appealable	21	None yet
CH/1764/2008	[2008] UKUT 13 (AAC)	An information request must be communicated and identify what is needed; notice needed before termination	12, 16 and 18	None yet
<i>Wirral MBC v Salisbury Independent Living Ltd</i>	[2012] EWCA Civ 84	A landlord is a person affected only for direct payment and overpayment decisions, but can act for tenants who authorise it	19 and 20	None yet
<i>NSP v Stoke-on-Trent City Council and AT</i>	[2020] UKUT 311 (AAC)	The regulation 86 duty falls on the claimant, not the landlord; the claimant is always a respondent to a landlord's appeal	12	None yet

Case	Citation	Principle	Chapters	SHP analysis
<i>Capital Housing Association Ltd v London Borough of Ealing and SR</i>	[2025] UKUT 125 (AAC)	Official error overpayment; a landlord that knew the tenant had left could reasonably have realised; recovery from the landlord	21	None yet
<i>Gateshead Council v Frederick Avery</i>	[2026] UKUT 214 (AAC)	Misleading council information about changes to report can be official error (pension age case)	21	None yet

SHP analysis on supportedhousing.blog

Key	Post
B1	What is "Care, Support or Supervision", and can it be Funded through Enhanced Housing Benefit? (29 April 2025)
B2	What's the Difference between Intensive Housing Management and Maintenance, and "Care, Support or Supervision"? (14 April 2026)
B3	The End of the Property-Led Exempt Accommodation Contrivance? (24 April 2026)
B4	The "More Than Minimal" Myth (25 August 2026)
B5	Intensive Housing Management and Maintenance are Support, Supervision and Sufficient (12 May 2026)
B6	Rent Reasonableness in Exempt Accommodation: What the Case Law Actually Says (6 October 2026)
B7	Claiming Enhanced Housing Benefit and the DWP Housing Benefit Guidance for Supported Housing Claims (20 November 2023)

Appendix 2: Extracts from the Legislation

This appendix sets out the provisions that matter most in supported housing claims, quoted from legislation.gov.uk. Under each extract is a short note on why it matters and where the manual discusses it. The extracts are selective: only the paragraphs relevant to supported housing are included, and omitted text is marked "...". Amendment markers have been removed and, in line with this manual's house style, dashes in the original text have been replaced by colons or spaces. The wording is otherwise unchanged.

Check the current text. The text was checked on 7 October 2026. legislation.gov.uk lists some changes not yet applied to the Housing Benefit Regulations 2006, including by S.I. 2026/753. Before relying on an extract in a decision or an appeal, check the current version on legislation.gov.uk.

Abbreviations. "HB Regulations" means the Housing Benefit Regulations 2006 (S.I. 2006/213). "Consequential Provisions Regulations" means the Housing Benefit and Council Tax Benefit (Consequential Provisions) Regulations 2006 (S.I. 2006/217). "D&A Regulations" means the Housing Benefit and Council Tax Benefit (Decisions and Appeals) Regulations 2001 (S.I. 2001/1002). The pension age regulations (S.I. 2006/214) contain equivalent provisions with different numbering.

A2.1 Exempt accommodation: the definition

Consequential Provisions Regulations, Schedule 3, paragraph 4(10) (legislation.gov.uk)

"exempt accommodation" means accommodation which is:

- (a) a resettlement place provided by persons to whom the Secretary of State has given assistance by way of grant pursuant to section 30 of the Jobseekers Act 1995 (grants for resettlement places); and for this purpose "resettlement place" shall have the same meaning as it has in that section; or
- (b) provided by a non-metropolitan county council in England within the meaning of section 1 of the Local Government Act 1972, a housing association, a registered charity or voluntary organisation where that body or a person acting on its behalf also provides the claimant with care, support or supervision;

Why it matters. This is the test for exempt status. It has two parts: the right kind of landlord provides the accommodation, and that landlord, or someone acting on its behalf, provides the claimant with care, support or supervision. It does not mention a building type, on-site staff, a minimum number of hours or commissioned funding (Chapters 2, 5 to 8).

Effect of exempt status. Under paragraph 4(1)(b), the eligible rent of a person "who is liable to make payments in respect of a dwelling occupied by him as his home, which is exempt accommodation" is determined under alternative regulations 12 and 13 "as set out in paragraph 5" (A2.3 and A2.4).

A2.2 The qualifying landlord: definitions

HB Regulations, regulation 2(1) (legislation.gov.uk)

"housing association" has the meaning assigned to it by section 1(1) of the Housing Associations Act 1985;

...

"voluntary organisation" means a body, other than a public or local authority, the activities of which are carried on otherwise than for profit;

Why it matters. A housing association need not be registered to qualify. "Registered charity" is not defined in regulation 2(1). The not-for-profit test for a voluntary organisation applies to the landlord itself (*Wirral BC v MF* [2013] UKUT 291 (AAC); Chapter 5).

A2.3 Eligible rent and service charges: alternative regulation 12

Consequential Provisions Regulations, Schedule 3, paragraph 5(1), regulation 12 (legislation.gov.uk)

12. (1) Subject to the following provision of this regulation, the payments in respect of which housing benefit is payable in the form of a rent rebate or allowance are the following periodical payments which a person is liable to make in respect of the dwelling which he occupies as his home:

- (a) payments of, or by way of, rent;

...

- (e) payments of, or by way of, service charges payment of which is a condition on which the right to occupy the dwelling depends;

...

(3) Subject to any apportionment in accordance with paragraphs (4) and (5) and to regulations 13 and 13ZA (restrictions on unreasonable payments and rent increases), the amount of a person's eligible rent shall be the aggregate of such payments specified in paragraph (1) as he is liable to pay less:

(a) except where he is separately liable for charges for water, sewerage or allied environmental services, an amount determined in accordance with paragraph (6);

(b) where payments include service charges which are wholly or partly ineligible, an amount in respect of the ineligible charges determined in accordance with Schedule 1; and

...

(7) In this regulation and Schedule 1:

"service charges" means periodical payments for services, whether or not under the same agreement as that under which the dwelling is occupied, or whether or not such a charge is specified as separate from or separately identified within other payments made by the occupier in respect of the dwelling; and

"services" means services performed or facilities (including the use of furniture) provided for, or rights made available to, the occupier of a dwelling.

Why it matters. Service charges are eligible only if paying them is a condition of occupying the home, and then only so far as Schedule 1 allows (A2.6). The old form of regulation 12 applies in exempt accommodation (*Carlisle City Council v SC* [2011] UKUT 480 (AAC); Chapter 9).

A2.4 Rent restriction: alternative regulations 13 and 13ZA

Consequential Provisions Regulations, Schedule 3, paragraph 5, regulation 13 ([legislation.gov.uk](https://www.legislation.gov.uk))

(3) The relevant authority shall consider:

(a) whether by reference to a determination or re-determination made by a rent officer in exercise of a function conferred on him by an order under section 122 of the Housing Act 1996 or otherwise, whether a claimant occupies a dwelling larger than is reasonably required by him and others who also occupy that dwelling (including any non-dependants of his and any person paying rent to him) having regard in particular to suitable alternative accommodation occupied by a household of the same size; or

(b) whether by reference to a determination or re-determination made by a rent officer in exercise of a function conferred on him by an order under section 122 of the Housing Act 1996 or otherwise, whether the rent payable for his dwelling is unreasonably high by comparison with the rent payable in respect of suitable alternative accommodation elsewhere,

and, where it appears to the authority that the dwelling is larger than is reasonably required or that the rent is unreasonably high, the authority shall, subject to paragraphs (4) to (7), treat the claimant's eligible rent, as reduced by such amount as it considers appropriate having regard in particular to the cost of suitable alternative accommodation elsewhere and the claimant's maximum housing benefit shall be calculated by reference to the eligible rent as so reduced.

(4) If any person to whom paragraph (10) applies:

(a) has attained the qualifying age for state pension credit; or

(b) is incapable of work for the purpose of Part 12A of the Act; or

(c) is treated as capable of work in accordance with regulations made under section 171E of the Act; or

(ca) has limited capability for work within the meaning of section 1(4) of the Welfare Reform Act 2007; or

(cb) is treated as not having limited capability for work in accordance with regulations made under paragraph 1(a) of Schedule 2 to that Act (employment and support allowance: supplementary provisions); or

(d) is a member of the same household as a child or young person for whom he or his partner is responsible,

no deduction shall be made under paragraph (3) unless suitable cheaper alternative accommodation is available and the authority considers that, taking into account the relevant factors, it is reasonable to expect the claimant to move from his present accommodation.

...

(9) For the purposes of this regulation:

(a) in deciding what is suitable alternative accommodation, the relevant authority shall take account of the nature of the alternative accommodation and the facilities provided having regard to the age and state of health of all the persons to whom paragraph (10) applies and, in particular, where a claimant's present dwelling is occupied with security of tenure, accommodation shall not be treated as suitable alternative accommodation unless that accommodation will be occupied on terms which will afford security of tenure reasonably equivalent to that presently enjoyed by the claimant; and

(b) the relevant factors in paragraph (4) are the effects of a move to alternative accommodation on:

(i) the claimant's prospects of retaining his employment; and

(ii) the education of any child or young person referred to in paragraph (4)(d) if such a move were to result in a change of school.

Why it matters. This is "alternative regulation 13", the rent restriction power in exempt accommodation. The council must compare with suitable alternative accommodation, and has a discretion over the amount of any reduction. Many supported housing tenants fall within paragraph (4), so no reduction can be made unless suitable cheaper accommodation is available and a move is reasonable (Chapter 10; *Birmingham City Council v SS and SA* [2016] EWCA Civ 1211). Paragraphs (5) to (8), on bereavement and the first 13 weeks, are not reproduced.

Consequential Provisions Regulations, Schedule 3, paragraph 5, regulation 13ZA

13ZA. (1) Subject to paragraph (2), where a claimant's eligible rent is increased during an award of housing benefit, the relevant authority shall, if it considers, whether by reference to a determination or re-determination made by a rent officer in exercise of a function conferred on him by an order under section 122 of the Housing Act 1996, or otherwise, either:

(a) that the increase is unreasonably high having regard in particular to the level of increases for suitable alternative accommodation, or

(b) in the case of an increase which takes place less than 12 months after the date of the previous increase, that the increase is unreasonable having regard to the length of time since that previous increase,

treat the eligible rent as reduced either by the full amount of the increase or, if it considers that a lesser increase was reasonable in all the circumstances, by the difference between the full amount of the increase and the increase that is reasonable having regard in particular to the level

of increases for suitable alternative accommodation, and the claimant's maximum housing benefit shall be calculated by reference to the eligible rent as so reduced.

Why it matters. Rent increases are tested against increases for suitable alternative accommodation, and the council must consider whether a lesser increase is reasonable (*BM v Cheshire West and Chester Council* [2009] UKUT 162 (AAC); Chapter 10, 10.8; Chapter 18, 18.4).

A2.5 Contrivance

HB Regulations, regulation 9(1)(I) (legislation.gov.uk)

9. (1) A person who is liable to make payments in respect of a dwelling shall be treated as if he were not so liable where:

...

(I) in a case to which the preceding sub-paragraphs do not apply, the appropriate authority is satisfied that the liability was created to take advantage of the housing benefit scheme established under Part 7 of the Act.

Why it matters. The test is whether the **liability** was created to take advantage of the scheme. It requires abuse, judged on the arrangement as a whole. Letting to tenants with genuine support needs, and relying on Housing Benefit to fund eligible housing costs, is not in itself taking advantage (Chapter 11; *FYE v Middlesbrough City Council and GPZ v Sunderland City Council* [2026] UKUT 157 (AAC)).

A2.6 Ineligible and excessive service charges

HB Regulations, Schedule 1, Part 1, paragraph 1 (legislation.gov.uk)

1. The following service charges shall not be eligible to be met by housing benefit:

- (a) charges in respect of day-to-day living expenses including, in particular, all provision of:
 - (i) subject to paragraph 2 meals (including the preparation of meals or provision of unprepared food);
 - (ii) laundry (other than the provision of premises or equipment to enable a person to do his own laundry);
 - (iii) leisure items such as either sports facilities (except a children's play area), or television rental, licence and subscription fees (except radio relay charges and charges made in respect of the conveyance and installation and maintenance of equipment for the conveyance of a television broadcasting service);
 - (iv) cleaning of rooms and windows except cleaning of:
 - (aa) communal areas; or
 - (bb) the exterior of any windows where neither the claimant nor any member of his household is able to clean them himself,where a payment is not made in respect of such cleaning by a local authority (including, in relation to England, a county council) or the Welsh Ministers to the claimant or his partner, or to another person on their behalf; and

(v) transport;

(b) charges in respect of:

(i) the acquisition of furniture or household equipment; and

- (ii) the use of such furniture or equipment where that furniture or household equipment will become the property of the claimant by virtue of an agreement with the landlord;
- (c) charges in respect of the provision of an emergency alarm system;
- (d) charges in respect of medical expenses (including the cost of treatment or counselling related to mental disorder, mental handicap, physical disablement or past or present alcohol or drug dependence);
- (e) charges in respect of the provision of nursing care or personal care (including assistance at meal-times or with personal appearance or hygiene);
- (f) charges in respect of general counselling or of any other support services, whoever provides those services;
- (g) charges in respect of any services not specified in sub-paragraphs (a) to (f) which are not connected with the provision of adequate accommodation.

Why it matters. Care and personal support are ineligible under sub-paragraphs (d), (e) and (f). **SHP's position** is that sub-paragraph (f) is directed at counselling and support to the tenant as a person, and does not exclude housing-related support and supervision delivered as intensive housing management, which is connected with the provision of adequate accommodation under sub-paragraph (g) (Chapter 7, 7.2; Chapter 9; *Allerdale BC v JD and Others* [2019] UKUT 304 (AAC)).

HB Regulations, Schedule 1, paragraphs 3 and 4

3. (1) Subject to paragraph 2 where an ineligible service charge is not separated from or separately identified within other payments made by the occupier in respect of the dwelling, the appropriate authority shall apportion such charge as is fairly attributable to the provision of that service, having regard to the cost of comparable services and such portion of those payments shall be ineligible to be met by housing benefit.

...

4. Subject to paragraph 2, where the relevant authority considers that the amount of a service charge to which regulation 12(1)(e) (rent) applies is excessive in relation to the service provided for the claimant or his family, having regard to the cost of comparable services, it shall make a deduction from that charge of the excess and the amount so deducted shall be ineligible to be met by housing benefit.

Why it matters. Paragraph 3 governs apportionment where an ineligible service is bundled into the rent. Paragraph 4 is a separate test from rent restriction: an eligible charge can be reduced only to the extent it is excessive for the service provided, having regard to comparable services (*ET v Rossendale BC* [2010] UKUT 222 (AAC); Chapter 9).

A2.7 Information and evidence

HB Regulations, regulation 86(1) and (3) ([legislation.gov.uk](https://www.legislation.gov.uk))

86. (1) Subject to paragraphs (1A) and (2) and to paragraph 5 of Schedule A1 (treatment of claims for housing benefit by refugees), a person who makes a claim, or a person to whom housing benefit has been awarded, shall furnish such certificates, documents, information and evidence in connection with the claim or the award, or any question arising out of the claim or the award, as may reasonably be required by the relevant authority in order to determine that person's entitlement to, or continuing entitlement to, housing benefit and shall do so within one month of the relevant authority requiring him, or the Secretary of State requesting him, to do so or such longer period as the relevant authority may consider reasonable.

...

(3) Where a request is made under paragraph (1), the relevant authority shall:

(a) inform the claimant or the person to whom housing benefit has been awarded of his duty under regulation 88 (duty to notify change of circumstances) to notify the designated office of any change of circumstances; and

(b) without prejudice to the extent of the duty owed under regulation 88, indicate to him either orally or by notice or by reference to some other document available to him on application and without charge, the kind of change or circumstances which is to be notified.

Why it matters. The duty is on the claimant, not the landlord, and only for what is "reasonably required" to decide entitlement (*NSP v Stoke-on-Trent City Council and AT* [2020] UKUT 311 (AAC); Chapters 12 and 16; Appendix 9).

A2.8 Overpayments

HB Regulations, regulation 100(1) to (3) (legislation.gov.uk)

100. (1) Any overpayment, except one to which paragraph (2) applies, shall be recoverable.

(2) Subject to paragraph (4), this paragraph applies to an overpayment which arose in consequence of an official error where the claimant, a person acting on his behalf, or any other person to whom the payment is made could not, at the time of receipt of the payment or of any notice relating to that payment, reasonably have been expected to realise that it was an overpayment.

(3) In paragraph (2), "overpayment which arose in consequence of an official error" means an overpayment caused by a mistake made, whether in the form of an act or omission, by:

(a) the relevant authority;

(b) an officer or person acting for that authority;

(c) an officer of:

(i) the Department for Work and Pensions; or

(ii) Revenue and Customs,

acting as such; or

(d) a person providing services to the Department for Work and Pensions or to the Commissioners for Her Majesty's Revenue and Customs,

where the claimant, a person acting on his behalf, or any other person to whom the payment is made did not cause or materially contribute to that mistake, act or omission.

HB Regulations, regulation 101(2) (legislation.gov.uk)

(2) For the purposes of section 75(3)(b) of the Administration Act (recovery from such other person, as well as or instead of the person to whom the overpayment was made), where recovery of an overpayment is sought by a relevant authority:

(a) subject to paragraph (1) and where sub-paragraph (b) or (c) does not apply, the overpayment is recoverable from the claimant as well as the person to whom the payment was made, if different;

(b) in a case where an overpayment arose in consequence of a misrepresentation of or a failure to disclose a material fact (in either case, whether fraudulently or otherwise) by or on behalf of the claimant, or by or on behalf of any person to whom the payment was made, the

overpayment is only recoverable from any person who misrepresented or failed to disclose that material fact instead of, if different, the person to whom the payment was made; or

(c) in a case where an overpayment arose in consequence of an official error where the claimant, or a person acting on the claimant's behalf, or any person to whom the payment was paid, or any person acting on their behalf, could reasonably have been expected, at the time of receipt of the payment or of any notice relating to that payment, to realise that it was an overpayment, the overpayment is only recoverable from any such person instead of, if different, the person to whom the payment was made.

Why it matters. Whether an overpayment is recoverable, and from whom, depends on why it arose. A provider that described its scheme accurately and reported changes promptly is in a much stronger position (Chapter 21; *Capital Housing Association Ltd v London Borough of Ealing and SR* [2025] UKUT 125 (AAC)).

A2.9 Who can challenge a decision

D&A Regulations, regulation 3 (legislation.gov.uk)

3. (1) For the purposes of Schedule 7 to the Act and subject to paragraph (2), a person is to be treated as a person affected by a relevant decision of a relevant authority where that person is:

(a) a claimant;

(b) in the case of a person who is liable to make payments in respect of a dwelling and is unable for the time being to act:

(i) a deputy appointed by the Court of Protection with power to claim, or as the case may be, receive benefit on his behalf,

...

(iii) an attorney with a general power or a power to receive benefit appointed by the person liable to make those payments under the Powers of Attorney Act 1971, the Enduring Powers of Attorney Act 1985 or the Mental Capacity Act 2005 or otherwise;

(c) a person appointed by the relevant authority under regulation 82(3) of the Housing Benefit Regulations, ... (appointments for persons unable to act);

(d) a person from whom the relevant authority determines that:

(i) an overpayment is recoverable in accordance with Part 13 of the Housing Benefit Regulations or Part 12 of the Housing Benefit (State Pension Credit) Regulations; ...

(e) a landlord or agent acting on behalf of that landlord and that decision is made under:

(i) regulation 95 (circumstances in which payment is to be made to the landlord) of the Housing Benefit Regulations;

(ii) regulation 96 (circumstances in which payment may be made to the landlord) of those Regulations;

...

(2) Paragraph (1) only applies in relation to a person referred to in paragraph (1) where the rights, duties or obligations of that person are affected by a relevant decision.

Why it matters. A landlord has its own right of challenge only for decisions on direct payment and on recovering an overpayment from it. On eligible rent and exempt status, it acts for tenants who authorise it (*Wirral MBC v Salisbury Independent Living Ltd* [2012] EWCA Civ 84; Chapter 20, 20.5). The references to Council Tax Benefit, Scotland and the pension age regulations are omitted.

A2.10 The tribunal's approach on appeal

Child Support, Pensions and Social Security Act 2000, Schedule 7, paragraph 6(9) (legislation.gov.uk)

(9) In deciding an appeal under this paragraph, the First-tier Tribunal:

- (a) need not consider any issue that is not raised by the appeal; and
- (b) shall not take into account any circumstances not obtaining at the time when the decision appealed against was made.

Why it matters. The tribunal decides the case on the facts as they were when the council made its decision. Councils should keep a dated record of the evidence they relied on, and providers should put their evidence to the council before the decision (*BM v Cheshire West and Chester Council*, paras 64 to 72; Chapter 20, 20.6).

Other provisions referred to in this manual

Provision	Subject	Chapter
HB Regulations, regulations 76, 79 and 83	Date of claim, changes and backdating	18
HB Regulations, regulations 88 and 89	Duty to notify changes; date changes take effect	14, 18
HB Regulations, regulations 95 and 96	Payment to landlords	18
HB Regulations, regulations 102, 104 and 106	Recovery methods, underlying entitlement, recovery from other tenants' benefit	21
HB Regulations, Schedule 9	Contents of decision notices	19
D&A Regulations, regulations 4, 5, 7, 8, 11 and 12	Revision, supersession and suspension	18, 20
Social Security Administration Act 1992, section 75	Recovery of overpayments	21
Tribunal Procedure (First-tier Tribunal) (Social Entitlement Chamber) Rules 2008, rules 2, 18, 23, 24 and 38	Tribunal procedure	20
Supported Housing (Regulatory Oversight) Act 2023, sections 2, 7 and 10	Local strategies, licensing and information sharing	17, 22
Housing Act 2004, sections 4 and 239	Hazard inspections and powers of entry	22
Care Act 2014, section 42	Safeguarding enquiries	22

Appendix 3: DWP Guidance Cross-Reference

This appendix maps each section of the DWP's [Housing Benefit guidance for supported housing claims](#) to the chapters of this manual that discuss it, and summarises SHP's view. It follows the version of the guidance updated on 1 April 2026. If the guidance is revised, check the paragraph numbers.

Status of the guidance. The guidance helps councils apply the law. It is not law, and where it departs from the regulations or the case law, the law prevails (Chapter 3). Most of it is consistent with the law and with good practice, and this manual agrees with it. Where SHP's view differs, the table says so and points to the chapter that explains why.

Key to SHP's view.

- **Agreed:** consistent with the law and with this manual.
- **Agreed, with qualification:** consistent, but needs to be read in a particular way or has a limit.
- **SHP differs in part:** part of the guidance does not reflect the case law, in SHP's view.
- **Background:** context only; not discussed in detail.

By section of the guidance

Paras	Section	SHP's view	Comment	Chapters
1 to 6	What supported housing is, who it is for and who provides it	Background	Used in Chapter 1	1
7 to 11	History of supported housing in Housing Benefit	Background	Read with the 2003 history in Chapter 7, 7.2	1 and 7
12 to 13	The role of DWP and councils	Agreed	Councils' strategic role includes Housing Benefit (para 13)	3 and 17
14 to 19	Housing policy in England, Scotland and Wales	Background	SHROA and licensing are covered in Chapter 17, 17.4	17
20 to 51	Regulation: the Regulator of Social Housing, care regulators and charity regulators	Agreed	Refer concerns to the body that can act (Chapter 22, 22.3)	22
52 to 63	Raising concerns about a landlord or care provider	Agreed	Refer each concern to the body that can act on it	22
64 to 70	Universal Credit claimants in supported housing	Background	Chapter 1	1

Paras	Section	SHP's view	Comment	Chapters
71 to 75	Specified accommodation and exempt accommodation	Agreed	The definitions are set out in Appendix 2, A2.1	1 and 2
76 to 88	Managed properties, refuges and council hostels	Background	Chapter 1; exempt accommodation is the focus of this manual	1 and 5
89 to 94	Landlord types and councils	Agreed	The landlord is the body with the legal relationship with the tenant (Chapter 5)	5, 13, 14 and 16
95 to 125	Housing associations, charities, voluntary organisations, CICs and community benefit societies	Agreed	Check public registers first; examine constitutions and accounts proportionately (Chapters 5 and 13)	5, 12, 13 and 16
126 to 133	Lease-based supported housing schemes	Agreed	The questions are about how a model is used, not the model. SHP strongly supports para 133 (Chapter 11)	3, 5, 10, 11, 12, 13, 16 and 22
134 to 135	Requirement for the claimant to provide information	Agreed	Requests must be reasonably required and proportionate (Chapter 12)	3, 12 and 16
136 to 137	Care, support or supervision	Agreed, with qualification	"Ordinary meaning" should be read as the case law explains it (Chapters 3 and 6)	3, 4, 6, 13, 15 and 16
138 to 141	Care, support or supervision on behalf of the landlord	Agreed	Third-party support must be engaged by the landlord (R(H) 2/07; Chapter 5)	3, 13, 15 and 16
142 to 149	Determining need	Agreed	No formal assessment does not mean no need (para 147); public funding indicates need, but its absence is not evidence of no need (Chapter 14)	3, 12, 14, 15, 16, 17 and 22
150 to 154	Whether care, support or supervision is sufficient	Agreed, with qualification	"No set number of hours" (para 151) is endorsed. Qualifications and one-to-one delivery are factors, not requirements (Chapter 8)	3, 4, 6, 8, 14, 15 and 16
155	Housing management and maintenance as support	SHP differs in part	First sentence agreed. That extra maintenance is "unlikely to be sufficient on its own" is a view, not a rule; IHM and maintenance can be sufficient (Chapter 7, 7.5; Chapter 8)	3, 7, 8 and 15

Paras	Section	SHP's view	Comment	Chapters
156 to 158	Floating support	Agreed, with qualification	Correct in principle, but often misapplied to dispersed and move-on accommodation, which can be exempt (Chapter 3, 3.4.2)	3
159 to 165	Funding of care, support or supervision and deductions	SHP differs in part	Correct for ineligible support actually provided. Not a basis for a notional deduction where the support relied on is eligible IHM and supervision (Chapter 3, 3.4.1; Chapter 16, Example 3)	3, 13, 16 and 17
166 to 173	Service charges, eligibility and sinking funds	Agreed	Consistent with regulation 12 and Schedule 1 (Chapter 9)	3, 9, 12, 13, 14, 16, 18 and 22
174 to 176	Services connected to adequate accommodation	SHP differs in part	Routine help with Housing Benefit is eligible (<i>Allerdale</i>). Staff costs for housing-related support and supervision delivered as IHM are eligible (Chapter 3, 3.4.3 and 3.4.4; Chapter 9)	3 and 9
177 to 181	Eligible and excessive service charges	Agreed, with qualification	Agreed, but comparables are not a precondition for finding a charge excessive (<i>ET v Rossendale</i> ; Chapter 9)	3 and 9
182 to 188	Ineligible service charges, care and support	Agreed, with qualification	Correct for care and personal support. Some footnotes cite the wrong Schedule 1 sub-paragraph; cite the regulations directly. Para 187's notional deduction: see paras 159 to 165 (Chapter 9)	3, 9, 13 and 16
189 to 191	Intensive housing management	SHP differs in part	The history is accurate. The last sentence of para 190, that charges for services meeting the CSS requirement "must be ineligible", is inconsistent with <i>Allerdale</i> (Chapter 3, 3.4.1; Chapter 7, 7.2)	3, 7, 9, 15 and 16
192 to 193	Deducting ineligible service charges	Agreed	Consistent with Schedule 1, para 3 (Chapter 9)	3 and 9
194 to 203	Eligible rent, including exempt accommodation	Agreed	Exempt accommodation uses the old scheme rules (para 203; Chapter 10)	3, 10, 12, 13, 16 and 18

Paras	Section	SHP's view	Comment	Chapters
204 to 211	Determining unreasonably high rents	Agreed, with qualification	Local indicators are triggers for scrutiny, never caps; each case individually (para 210); no inquiry into the landlord's costs (para 211; Chapter 10)	1, 3, 4, 10, 12, 13, 16, 17, 18, 19, 20 and 22
212 to 219	Unreasonably large and suitable alternative accommodation	Agreed, with qualification	Agreed. Para 219 applies only to unprotected claimants; for protected claimants the alternative must be available (para 227; Chapter 10)	10
220 to 233	Vulnerable claimants, availability and whether a move is reasonable	Agreed	Consistent with alternative regulation 13(4) and (9) (Chapter 10)	10
234	Restricting the rent	Agreed, with qualification	Agreed. The amount is a discretion and needs reasons (<i>Mehanne</i> ; Chapter 10, 10.7)	10
235 to 238	Unreasonable rent increases	Agreed, with qualification	Agreed. Increases must also be judged in cash terms, and a lesser increase considered (<i>BM</i> ; Chapter 10, 10.8)	10, 12, 13, 16, 18 and 22
239 to 241	Protections and notifying the claimant	Agreed	Reasons should cover every stage of the decision (Chapter 19)	10, 19 and 20
242 to 253	Rent Officer referrals	Agreed, with qualification	The determination is a starting point, not a cap (<i>Aylesbury Vale</i> , para 16); subsidy must not affect whether a rent is unreasonably high (para 243; Chapter 10)	10

Where SHP's view differs

These are the points where SHP considers that the guidance does not reflect the case law. They matter most in practice, because they are the most common sources of disagreement between councils and providers.

Paras	What the guidance says	SHP's position	Authority
155	Extra maintenance because of tenants' needs is "unlikely to be sufficient on its own"	A view, not a rule. Intensive housing management and maintenance can be sufficient support or supervision	<i>Chorley BC v IT</i> ; <i>Chorley BC v EM</i> ; <i>Bristol CC v AW</i> (Chapters 7 and 8)
159 to 165, 187	Where support is not separately funded, assume it is met through rent and deduct its cost	Applies only to ineligible support actually provided. It is not a basis for a notional deduction where the support relied on is eligible IHM and supervision	<i>Allerdale BC v JD and Others</i> (Chapter 3, 3.4.1; Chapter 16)

Paras	What the guidance says	SHP's position	Authority
174	Help with claiming benefits is not eligible	Routine help with Housing Benefit is part of housing management and is eligible	<i>Allerdale BC v JD and Others</i> (Chapter 3, 3.4.3; Chapter 9)
176	All support services, related staff costs and rooms used for support are ineligible	Correct for care and personal support. Housing-related support and supervision delivered as IHM, and its staff and overheads, are eligible	<i>Allerdale BC v JD and Others</i> (Chapter 3, 3.4.4; Chapter 9)
190	Charges for services that help meet the CSS requirement "must be ineligible"	There is no automatic link between eligibility and exempt status	<i>Allerdale BC v JD and Others</i> , para 30 (Chapter 7, 7.2)

Not in the guidance. Some points that often arise are not in the guidance at all. In particular, there is no rule that support must be provided for a minimum number of hours (para 151 says the opposite), no requirement that support be commissioned or funded from outside Housing Benefit, and no requirement for on-site staff (Chapters 3, 8 and 9).

Other DWP guidance referred to in this manual

Document	Paras	Subject	Chapter
Housing Benefit overpayments guide, Part 4	4.12, 4.30	Recovery from landlords and claimants	21
Housing Benefit overpayments guide, Part 4	4.170 to 4.182	Blameless tenant recovery; hardship	21
Housing Benefit overpayments guide, Part 4	4.350 and 4.351	Recovery is discretionary	21
Housing Benefit subsidy guidance manual 2025 to 2026	General	Subsidy and its effect on decisions	10, 21
Supported housing: National Statement of Expectations	General	Needs assessment, local oversight and good practice examples (MHCLG, not DWP)	14, 17, 22

Appendix 4: Scheme Evidence Checklist

This appendix turns Chapter 13 into two working checklists:

- **Part A, the provider version:** what to put in a scheme evidence pack before the first claim at a scheme.
- **Part B, the council version:** the questions the Housing Benefit team answers from that pack, where to look first, and what a proportionate answer looks like.

Part C is a one-page record sheet for the council's scheme file. Both parties can use the same item numbers, so that "complete" means the same thing to each.

How to use the checklists.

- **Once, then reviewed.** Scheme evidence is provided once, kept on the scheme file and reviewed annually or when something changes. It should not be requested again with every claim (Chapter 13).
- **Reasonably required.** Every request is made under regulation 86(1) and must be "reasonably required" (Chapter 12, 12.1). The checklists are a menu, not a minimum: ask only for what the scheme's facts make relevant.
- **Council records first.** Information the council can find for itself, on public registers or from its own commissioning and housing options teams, should not be counted against the claimant (*Kerr v Department for Social Development* [2004] UKHL 23, para 63).
- **No single item decides entitlement.** A missing item is a reason to ask, not a reason to refuse. Each claim is still decided on its own facts (DWP guidance, para 210).
- **Confidentiality.** Lease and financial information can be commercially sensitive. Councils should hold it securely and limit who sees it, in line with the UK GDPR and the council's records policy (Chapter 12, 12.6).
- **SHP's position.** One agreed pack, shared once and reviewed together, is the most effective way for councils and providers to reduce delay, cost and dispute. It is a tool for agreement, not a test to be passed.

Part A: Provider version (scheme evidence pack)

Tick each item as it is added to the pack. Mark items that do not apply "N/A" with a short reason. Send changes without waiting to be asked.

A1. The landlord and its governance

No.	Item	What to include	Review	Done
A1.1	Register entries	Links to the landlord's entry on the RSH list of registered providers, the Charity Commission or OSCR register, Companies House or the FCA mutuals register, as applicable	Annually	☐
A1.2	Constitution or articles	Current version, highlighting objects, the asset lock and any restriction on distributing profits	On change	☐
A1.3	Accounts	Latest filed accounts, or a summary for smaller bodies; a scheme budget for a new provider	Annually	☐
A1.4	Related-party statement	Payments to directors, trustees and connected parties, and how they are approved	Annually	☐
A1.5	Governance statement	Board members, relevant skills, how conflicts are managed, and any regulatory findings or notices (one or two pages)	Annually	☐
A1.6	Why not registered	For an unregistered housing association only: a short explanation (DWP guidance, para 98)	On change	☐

A2. The property and lease arrangements

No.	Item	What to include	Review	Done
A2.1	Property schedule	Each address, number of units or bedspaces, shared facilities, and the owner of each property	On change	☐
A2.2	Lease schedule	For each lease: start date, length, rent, uplift basis, repairing obligations and break clauses	On change	☐
A2.3	Representative lease	A copy of a typical lease, plus each lease whose terms differ materially	On renewal	☐
A2.4	Connected parties statement	Any connection between the landlord and the owner or its directors, and how conflicts are managed (para 131)	On change	☐
A2.5	Management agreement	Where a managing agent is involved: a copy, showing that the landlord keeps control, including over setting rents (para 132)	On change	☐
A2.6	Tenancy or licence	The standard agreement used at the scheme, showing liability for rent and each service charge	On change	☐

A3. Care, support or supervision

No.	Item	What to include	Review	Done
A3.1	Client group and referral routes	Who the scheme is for, typical needs, and how tenants are referred and assessed	Annually	☐
A3.2	Referrals framework	Confirmation that the scheme works within the council-approved referrals framework, including emergency and self-referral routes (Chapter 14)	Annually	☐
A3.3	Service description	What care, support or supervision is provided, by whom, how often and how it is linked to the accommodation, including intensive housing management and maintenance where relied on (Chapter 7)	Annually	☐
A3.4	Staffing	Roles, numbers, hours, training and qualifications (para 154), and how time is split between eligible and ineligible activities (Chapter 9, 9.3)	Annually	☐
A3.5	On-call and out-of-hours	What cover is provided and how quickly staff respond. This is supervision (Chapter 6, 6.6)	Annually	☐
A3.6	Third-party support agreement	Where another body provides support on the landlord's behalf: the contract or service level agreement and how it is monitored (para 139)	On renewal	☐
A3.7	Funding of ineligible support	Where any ineligible care or personal support is provided: who funds it and how (paras 160 to 162 and 187). If none is provided, say so	Annually	☐

No.	Item	What to include	Review	Done
A3.8	Support records format	A blank copy of the needs assessment, support plan and activity log used at the scheme (Appendices 6 and 7)	On change	☐

A4. Rent and service charges

No.	Item	What to include	Review	Done
A4.1	Rent and service charge build-up	The Appendix 8 template, from actual or budgeted scheme costs, separating core rent from each service charge (para 168)	On increase, annually	☐
A4.2	Eligibility schedule	Each service charge marked eligible or ineligible, with the reason (Chapter 9)	On change	☐
A4.3	Apportionment method	How mixed costs, usually staff time, are split, and evidence that the method is applied consistently (Chapter 9, 9.3)	Annually	☐
A4.4	Year-on-year comparison	On a rent increase: what has changed since last year and why (para 238)	On increase	☐
A4.5	Comparators	Optional: any comparable schemes the provider relies on, with what makes them comparable (Chapter 10)	On increase	☐

A5. Commissioning and local fit

No.	Item	What to include	Review	Done
A5.1	Commissioning agreements	Any contract, grant or service level agreement with a council, NHS body, probation or other commissioner. Commissioning is helpful, not required	On renewal	☐
A5.2	Referral or nomination agreements	Agreements with housing options or other referral agencies	On renewal	☐
A5.3	Local strategy	How the scheme meets local need, for example under a temporary accommodation to exempt accommodation strategy or the local supported housing strategy	Annually	☐
A5.4	Letters of support	Optional: from a council team or partner agency	On change	☐

A6. Property compliance

No.	Item	What to include	Review	Done
A6.1	Compliance schedule	For each property: gas safety record, electrical installation report, fire risk assessment, alarms, and HMO licence where required, with dates. Copies on request	Annually	☐

No.	Item	What to include	Review	Done
A6.2	Licensing and standards	When in force: supported housing licence number or application date, and how the scheme meets the National Supported Housing Standards (Chapter 13, 13.7)	On change	☐

Covering note. Send the pack with a short covering note that lists the schemes covered, names a contact, and confirms that the provider will notify the council of material changes. State which items are commercially sensitive.

Part B: Council version (scheme file review)

Work through the questions in order. Record the outcome as **Met**, **Query** (with the question raised) or **N/A**. Where the answer is Query, use a single consolidated request (Chapter 12, 12.4 and Appendix 9) rather than separate requests.

B1. Is the landlord a qualifying body? (Chapter 5)

Ref	Question	Look first	Pack items	Outcome
B1.1	Which category of landlord is it: council, registered housing association, unregistered housing association, registered charity or voluntary organisation? It only needs to fall within one (para 107)	Public registers (paras 97, 99, 104 and 112)	A1.1	
B1.2	If a housing association or voluntary organisation, is it not-for-profit? Look for an asset lock, no dividends and no disguised payments of profit (para 105). Registration does not guarantee it (para 106)	Companies House filings; Charity Commission accounts	A1.2 to A1.4, A1.6	
B1.3	Are bona fide commercial arrangements with third parties being mistaken for profit-making by the landlord? They do not defeat the test (<i>Wirral BC v MF</i>)	Accounts	A1.3, A1.4	

B2. Does the landlord provide the accommodation and control it? (Chapters 5 and 11)

Ref	Question	Look first	Pack items	Outcome
B2.1	Does the landlord have the legal relationship with the tenant, as owner or leaseholder (paras 89 to 90)?	Tenancy or licence	A2.1, A2.6	
B2.2	Does the landlord keep a landlord's usual control, including setting its own rents, or does the owner exert excessive influence (para 132)?	Lease and management agreement	A2.2, A2.3, A2.5	

Ref	Question	Look first	Pack items	Outcome
B2.3	Are there connected parties, and are conflicts managed (para 131)?	Companies House	A2.4	
B2.4	Is the lease-based model being used in a way that raises genuine concern, judged on its terms, not its label (FYE, para 11)?	Lease schedule	A2.2, A2.3	

B3. Is care, support or supervision provided by or on behalf of the landlord? (Chapters 6 to 8)

Ref	Question	Look first	Pack items	Outcome
B3.1	What care, support or supervision is provided, including housing-related support, supervision, on-call cover, and intensive housing management and maintenance?	Service description	A3.3, A3.5	
B3.2	Is it provided by the landlord or by a third party engaged by the landlord, not merely a joint venture (para 140; R(H) 2/07)?	Contract or SLA	A3.6	
B3.3	At scheme level, is the support more than minimal, judged on its substance, with no set number of hours (para 151)? Claimant-level need and receipt are checked under Chapter 14	Service description and staffing	A3.3 to A3.5	
B3.4	Are tenants referred and assessed within the council-approved referrals framework, with self-referrals limited to emergencies and hard to reach cohorts?	Council's housing options and commissioning teams	A3.1, A3.2	
B3.5	Is any ineligible care or personal support provided and, if so, how is it funded (paras 160 to 162)? No notional deduction applies where the support relied on is eligible intensive housing management and supervision (Chapter 3, 3.4.1)	Commissioning records	A3.7	

B4. Are the rent and service charges eligible and reasonable? (Chapters 9 and 10)

Ref	Question	Look first	Pack items	Outcome
B4.1	Is there a current build-up separating core rent from each service charge (para 168)?	Scheme file	A4.1	
B4.2	Is each charge correctly classed as eligible or ineligible under Schedule 1, including housing-related support, supervision and help with Housing Benefit as eligible (Chapter 9)?	Build-up	A4.2	

Ref	Question	Look first	Pack items	Outcome
B4.3	Is the apportionment method reasonable and consistently applied (Chapter 9, 9.3)?	Build-up	A4.3	
B4.4	Is any eligible charge excessive, judged on evidence rather than on the absence of comparables (<i>ET v Rossendale</i>)?	Build-up and any comparators	A4.1, A4.5	
B4.5	Is the rent unreasonably high compared with suitable alternative accommodation, using true comparators, with local indicators used as triggers, not caps (Chapter 10)?	Council's comparator evidence	A4.1, A4.5	
B4.6	On an increase, is it justified on the year-on-year comparison, judged in cash terms, and has a lesser increase been considered (para 238; <i>BM</i>)?	Previous year's build-up	A4.4	

B5. Commissioning, local fit and compliance (Chapters 13 and 22)

Ref	Question	Look first	Pack items	Outcome
B5.1	What does the council already know about the scheme from commissioning, housing options and licensing colleagues (paras 149 and 209)?	Internal teams	A5.1 to A5.3	
B5.2	Is a compliance schedule in place? Concerns go to private sector housing or environmental health, not into the entitlement decision (Chapter 22, 22.3)	Council's licensing and HMO records	A6.1	
B5.3	When licensing is in force: is the scheme licensed or covered by a valid application (Chapter 13, 13.7)?	Licensing register	A6.2	

What the council should not ask for. None of the following is a legal requirement, and none should hold up a scheme file:

- proof that support is commissioned or funded from outside Housing Benefit
- a minimum number of support hours, or on-site staff
- a full copy of every lease where a schedule and a representative lease answer the question
- the full scheme pack again with each new claim, unless something has changed
- documents the council already holds or can find on a public register

Part C: Scheme file record sheet

The council completes this sheet and shares a copy with the provider, so that both hold the same record of what has been agreed.

Field	Entry
Scheme name and provider	
Addresses and number of units	
Client group	
Provider contact	
Council named officer	
Date pack received	
Items outstanding (Part A numbers)	
Queries raised (Part B references) and date	
Date scheme file accepted	
Agreed position: landlord status, care, support or supervision, eligible charges, rent	
Commercially sensitive items and who may see them	
Next review date, or trigger (rent increase, new property, change of model)	

Recording the agreed position. Once the scheme file is accepted, later claims at the scheme start from the agreed position. The council can still depart from it on new evidence, but should say what has changed (Chapter 19).

Appendix 5: Claimant Evidence Checklist

This appendix turns Chapter 14 into two working checklists for individual claims:

- **Part A, the provider version:** what to keep on each tenant's file, and when to send it.
- **Part B, the council version:** the questions the Housing Benefit team answers for each claim, where to look first, and what a proportionate answer looks like.

Part C is a one-page cover sheet for a new claim. As in Appendix 4, both parties use the same item numbers.

How to use the checklists.

- **Scheme first, then the claimant.** Questions that have the same answer for every tenant, such as landlord status, the support model and the rent build-up, belong on the scheme file (Appendix 4). This checklist covers only what is specific to the tenant.
- **Short and specific.** The core file is short: referral, needs assessment, support plan, tenancy or licence, and a record that support is delivered. Most of it should already exist as part of good practice.
- **Proportionate.** The test applies to each claimant's dwelling, but where needs and support are broadly similar, proportionate evidence will do (CH/1289/2007, paras 27 to 30; Chapter 8, 8.4).
- **Existing records.** Councils should ask for the records that exist, not new documents in a prescribed form (Chapter 14, 14.2).

- **Indicators are not requirements.** PIP, a care package, probation involvement or a professional assessment can support a claim. Their absence is not evidence of no need (DWP guidance, para 147).
- **Data minimisation.** Share summaries and extracts, not whole files, with the tenant's written authority (Chapter 12, 12.6).
- **Standard claim evidence.** Identity, National Insurance number, income and capital are verified under the council's normal policy and are not covered here.
- **SHP's position.** Claimant-level evidence should be specific to the tenant, proportionate to the decision, and drawn from records the provider keeps anyway.

Part A: Provider version (claimant evidence file)

Tick each item as it is placed on the tenant's file. Items marked "On request" are kept, not sent with every claim.

A1. At referral and move-in

No.	Item	What to include	Send	Done
A1.1	Intention to claim	Help the tenant notify the intention to claim, or make the claim, on the day they move in, to protect the date of claim (regulation 83(5); Chapter 18, 18.2)	Day of move-in	☐
A1.2	Written authority	The tenant's signed authority for the provider to deal with the claim and share information, and appointee details where relevant	With the claim	☐
A1.3	Referral	Who referred the tenant, when, why supported housing was needed, and any information shared about needs or risks (Chapter 14, 14.1)	With the claim	☐
A1.4	Self-referral record	For a self-referral only: the emergency or "hard to reach" reason, and confirmation that it was accepted and notified under the council-approved referrals framework	With the claim	☐
A1.5	Needs assessment	The provider's structured assessment by trained staff, or a third-party assessment: needs and risks in plain terms, why this accommodation and support are suitable, who assessed and when (Appendix 6)	With the claim	☐
A1.6	Third-party indicators	Where available: confirmation or summary of PIP or other disability benefit, council or NHS funding, probation involvement, care or treatment plans, or a personalised housing plan. Not required	Where available	☐
A1.7	Support plan	Each need and what will be done about it, by whom and how often, including intensive housing management, maintenance and on-call supervision where relied on, outcomes and a review date (Appendix 6)	With the claim	☐

No.	Item	What to include	Send	Done
A1.8	Tenancy or licence	Signed agreement showing the parties, property, start date, rent and each service charge, matching the scheme build-up (Chapter 14, 14.5)	With the claim	☐
A1.9	Capacity	Where the tenant may lack capacity: how liability arises, and any deputy, appointee or best interests decision (<i>Wychavon DC v EM</i>)	Where relevant	☐
A1.10	Direct payment request	Where payment to the provider is sought: the reason, such as the tenant's vulnerability or difficulty managing money (Chapter 18, 18.3)	With the claim	☐
A1.11	Two homes or pre-move liability	Where rent is due before move-in or for two homes: dates and why the liability could not reasonably be avoided (regulation 7)	Where relevant	☐

A2. During the tenancy

No.	Item	What to include	Send	Done
A2.1	Summary activity record	The nature and frequency of support for the period in question, not minute-by-minute logs (Appendix 7)	On request	☐
A2.2	Support plan reviews	Dated reviews showing progress and changes in need	On request	☐
A2.3	Supervision and on-call record	A summary of call-outs and interventions affecting the tenant, and the cover arrangements (Chapter 15, 15.5)	On request	☐
A2.4	Rent increase notice	The new rent and charges for the tenant, sent before the increase takes effect (Chapter 18, 18.4)	Before the increase	☐

A3. Changes, absence and leaving

No.	Item	What to include	Send	Done
A3.1	Temporary absence	Start date, reason, expected length and whether the tenant intends to return; hospital, custody and fear of violence cases may qualify for up to 52 weeks (regulation 7)	Promptly	☐
A3.2	Change in need or support	A significant change, such as support ending or the tenant no longer needing it, with the move-on plan (Chapter 14, 14.7)	Promptly	☐
A3.3	Leaving date	The date the tenant left, abandoned the property, moved within the scheme or died, as soon as it is known. The provider shares the duty to report (regulation 88(1))	As soon as known	☐
A3.4	Move-on support	Help the tenant claim housing costs in their new home, and record what was done	On leaving	☐

Part B: Council version (claim review)

Answer each question from the claim, the scheme file and the council's own records. Record the outcome as **Met**, **Query** (with the question raised) or **N/A**. Raise all queries in one request that explains why information already held is not enough (Chapter 12, 12.4; Appendix 9).

B1. Is the claimant liable, and from when? (Chapters 14 and 18)

Ref	Question	Look first	File items	Outcome
B1.1	Is the claimant liable to the landlord named on the scheme file, under a tenancy or licence (regulations 7 and 8; para 94)?	Scheme file	A1.8	
B1.2	Where the claimant lacks capacity, does liability arise for necessary accommodation (<i>Wychavon DC v EM</i>)?	Adult social care records	A1.9	
B1.3	Do the charges in the agreement match the scheme build-up?	Scheme file (Appendix 4, A4.1)	A1.8	
B1.4	What is the date of claim, and is there good cause for any backdating request?	Claim record	A1.1	
B1.5	Should payment be made direct to the provider (Chapter 18, 18.3)?	Claim; safeguarding records	A1.10	

B2. Does the claimant need care, support or supervision? (Chapters 8 and 14)

Ref	Question	Look first	File items	Outcome
B2.1	Was the referral appropriate, and why was supported housing needed (para 149)?	Housing options and commissioning records	A1.3	
B2.2	For a self-referral: was it an emergency or a "hard to reach" case, accepted within the council-approved referrals framework?	Housing options notification log	A1.4	
B2.3	Is there an assessment of actual or potential need by someone suitably qualified, which can be the landlord (paras 142 to 145)?	Provider's assessment	A1.5	
B2.4	If there is no formal assessment, how will the council evidence need, bearing in mind that this does not mean there is no need (para 147)?	Council's own records	A1.5, A1.6	
B2.5	Are there third-party indicators? Public funding is "a reasonable indication" of need (para 148), but none is required	Adult social care, housing options	A1.6	

B3. Is support provided to this claimant? (Chapters 8 and 15)

Ref	Question	Look first	File items	Outcome
B3.1	Is there a support plan linked to the claimant's needs, completed for the individual even if it follows a common structure (CH/1289/2007, paras 29 and 30)?	Provider's plan	A1.7	
B3.2	Is support in fact provided, and is it more than minimal, judged on its substance with no set number of hours (para 151; R(H) 6/08)?	Scheme file and any sample results	A2.1 to A2.3	
B3.3	Can delivery be checked through scheme-level sampling rather than records for this claim (CH/1289/2007, para 32)?	Scheme review records	A2.1	

B4. Changes and leaving (Chapters 14, 18 and 21)

Ref	Question	Look first	File items	Outcome
B4.1	Does a temporary absence qualify, and for how long (regulation 7)?	Claim record	A3.1	
B4.2	Has need reduced? Support aimed at move-on is still support, and exempt status is decided on the facts at the date of the decision (CH/1289/2007, para 34)	Plan reviews	A2.2, A3.2	
B4.3	Has the tenant left, and was the change reported promptly? Consider recovery under Chapter 21 only where the overpayment is recoverable	Payment and notification records	A3.3	

What the council should not ask for. None of the following is a legal requirement for an individual claim:

- a disability benefit, care package or professional assessment as a condition of exempt status
- a new needs assessment or support plan in a prescribed form, where the provider's own records answer the question
- full case notes, timesheets by tenant or minute-by-minute logs
- support records with every new claim, where scheme-level sampling gives assurance
- evidence about the scheme that is already on the scheme file
- whole third-party files where a confirmation or summary will do

Part C: New claim cover sheet

The provider completes this sheet and sends it with each new claim, so that the council can see at a glance what is enclosed.

Field	Entry
Tenant name and claim reference	

Appendix 6: Model Needs Assessment and Support Plan

This appendix is a model form for assessing a tenant's needs and planning the care, support or supervision they will receive. It puts Chapter 14 (14.2 and 14.3) and Chapter 15 into practice. It has four parts:

- **Part A:** needs assessment
- **Part B:** support plan, including supervision, move-on and reviews
- **Part C:** notes on completing the form
- **Part D:** a worked example

Status of the model. No particular form is required by law. A provider's own assessment and plan, completed by trained staff using a structured form, is suitable for Housing Benefit purposes (Chapter 14, 14.2). Providers can adopt this model, adapt it, or check their own forms against it. Councils should accept any form that answers the same questions.

Why it is designed this way. The form follows the questions the case law asks (Chapter 15, 15.1): what the tenant needs, what is provided and by whom, how often, how it differs from ordinary housing management, and whether it is likely to make a real difference to the tenant's ability to live in the accommodation (*MMcF v Sefton BC* [2016] UKUT 403 (AAC), paras 14 and 15). It also separates eligible housing-related support and supervision from ineligible care and personal support, so the same document supports both the exempt accommodation decision and the service charge decision (Chapter 9).

National Supported Housing Standards. The government has confirmed that the person-centred standard will require an individual needs assessment and a tailored support or supervision plan with agreed outcomes for each resident (Chapter 13, 13.4). This model is designed to meet that requirement. [Placeholder: check against the final standards when published.]

Part A: Needs assessment

Complete at or before move-in. In an emergency, complete a short initial assessment within the first few days and the full assessment as soon as practicable.

A1. The tenant and the referral

Field	Entry
Tenant name and date of birth	
Scheme, address and move-in date	
Referral route and referrer (name, organisation, date)	
Self-referral: emergency or "hard to reach" reason, and date notified under the council-approved referrals framework	
Other agencies involved, with contact details	
Tenant's consent to share information, and with whom	

A2. Needs and risks

Record what is known in plain terms, specific to the tenant. Leave an area blank if there is no need. The third column is the most important: it links the need to living in the accommodation and keeping the tenancy.

Area	Need or risk identified	Effect on living in the accommodation and keeping the tenancy	Source
Managing the tenancy: rent, rules, neighbours			
Looking after the home: damage, neglect, repairs			
Safety: fire, self-neglect, self-harm			
Risk from others: exploitation, cuckooing, abuse			
Behaviour and relationships with other tenants			
Mental health			
Physical health and mobility			
Substance use			
Offending and licence conditions			
Money and benefits, including Housing Benefit			
Daily living skills			
Personal care			
Education, training and work			
Wellbeing and social contact			
Readiness for move-on			

A3. Why this accommodation and this support

Field	Entry
Why the tenant needs supported housing rather than general needs housing	
Why this scheme is suitable for them	
What is likely to happen without the support (for example, tenancy breakdown, harm, return to rough sleeping)	
Potential needs: support that may not be used every week but has a real prospect of being needed (for example, crisis or relapse)	
Third-party indicators, if any (PIP, care package, probation, care or treatment plan, personalised housing plan)	

A4. Assessor and tenant

Field	Entry
Assessor name and role	
Relevant training, qualification or experience (DWP guidance, para 145)	
Date of assessment	
The tenant's own views on their needs and goals	
Tenant signature and date (or reason not signed)	

Part B: Support plan

Complete with the tenant, from the needs in Part A. Each action should link to a need.

B1. Planned care, support or supervision

Use the "Type" column to show whether each action is eligible for Housing Benefit:

- **HRS:** housing-related support, including tenancy sustainment and help with Housing Benefit (eligible)
- **IHM:** intensive housing management and maintenance, including repairs and works arranged around the tenant's needs (eligible)
- **SUP:** supervision, including welfare checks and on-call cover (eligible)
- **CPS:** care or personal support, such as personal care, counselling, emotional support or life skills (not eligible; record who provides and funds it)

Need	What will be done	Type	Who and how often	Agreed outcome

B2. Supervision and out-of-hours cover

Field	Entry
Staff cover at the scheme (on-site hours, on-call hours)	
How the tenant can reach staff, day and night	
Response expected, and what staff will do	
The tenant's risks that make supervision necessary	
Welfare checks or monitoring agreed, and how often	

B3. Move-on plan

Field	Entry
Expected length of stay	
Move-on goal (for example, general needs tenancy, other supported housing, return to family)	
Steps towards move-on, and who will help	
Support to claim housing costs in the new home	

B4. Reviews

Review the plan at the interval agreed below and whenever the tenant's needs change significantly. SHP suggests at least every three months.

Review date	Progress against outcomes	Changes in need or risk	Changes to the plan	Next review

B5. Agreement

Field	Entry
Review interval agreed	
Tenant signature and date	
Staff member name, role, signature and date	

Part C: Notes on completing the form

For providers:

- **Be specific.** Write about this tenant, not the client group. Plans that are identical for tenants with very different needs are unlikely to be enough (CH/1289/2007, paras 29 and 30).
- **Link every action to a need.** Support is not provided unless there is some need for it (*MMcF v Sefton BC*, para 12).
- **Say how it differs from ordinary management.** The comparison is with general needs social housing (*Chorley BC v IT* [2009] UKUT 107 (AAC), para 71). Routine tasks that any prudent landlord would carry out are not support on their own.
- **Record potential needs.** Support that is available counts where there is a real prospect of it being needed more than very occasionally (*DW v Oxford CC* [2012] UKUT 52 (AAC), para 79). Say why.
- **Frequency, not hours.** Record how often support is given. There is no minimum number of hours (DWP guidance, para 151; Chapter 15, 15.3).
- **Classify each action.** The Type column shows which actions are eligible. Care and personal support must be identified and its funding recorded, even where it is provided by another organisation (DWP guidance, paras 160 to 162).
- **Do not overstate.** Plan only what will be delivered, and record what is delivered (Appendix 7). Support that exists only on paper is not support (R(H) 6/08).
- **Involve the tenant.** Record their views and goals, and give them a copy.

For councils:

- Accept the provider's own form where it answers these questions, and do not ask for a new one in a prescribed form (Chapter 14, 14.2).
- Ask for the parts needed for the decision. Usually that is A1, A3, A4, B1 and B5. The detailed needs and risks in A2 can be summarised, with full detail only where a specific question requires it (Chapter 12, 12.6).
- Read the plan as a whole. A single weak entry does not show that support is minimal.

Part D: Worked example

This example is fictional. It is based on a common model: a five-bedroom shared house for single homeless adults, let by a not-for-profit provider, with staff who visit each weekday and 24-hour on-call cover. There are no staff on site overnight. In smaller providers, the housing officer and support worker roles are often combined in one housing support officer.

D1. Summary of the assessment

Field	Entry
Referral	Council housing options team, from temporary accommodation, under the council's temporary accommodation to exempt accommodation strategy
Background	Aged 34. Two years of rough sleeping and sofa surfing. Previous tenancy ended with rent arrears and damage to the property
Main needs and risks	Alcohol use, with periods of relapse; anxiety that makes dealing with letters and officials difficult; risk of exploitation by former associates; poor upkeep of the home when drinking, including fire risk from smoking
Effect on the tenancy	Without support, there is a high risk of arrears, damage, disputes with other residents and the room being taken over by others, leading to eviction and a return to rough sleeping
Potential needs	Crisis support and intervention during relapse, which is likely to be needed more than very occasionally
Third-party indicators	Personalised housing plan from housing options; engaged with the local drug and alcohol service
Assessor	Senior support worker, trained in structured needs assessment, with five years' experience in homelessness services

D2. Support plan

Need	What will be done	Type	Who and how often	Agreed outcome
Arrears risk; anxiety about letters	Tenancy sustainment session; check rent account; help with Housing Benefit and change reports	HRS	Support worker, weekly	Rent account up to date; no missed reviews
Poor upkeep of the room; fire risk	Room and fire safety check; agree a plan to remove hazards; repair damage linked to needs without recharge	IHM	Housing officer, fortnightly, and as needed	Room safe and in good repair
Anxiety about contractors	Arrange repairs at agreed times, explain in advance and accompany contractors	IHM	Housing officer, as needed	Repairs completed without distress
Risk of exploitation; disputes in the house	Check the house and visitors on each visit; act early on concerns and disputes; safeguarding referral and police liaison where needed	SUP	Scheme staff, each weekday, and as needed	No takeover of the room; tenant feels safe

Need	What will be done	Type	Who and how often	Agreed outcome
Relapse and crisis	On-call cover; welfare check after any incident; agree a relapse plan	SUP	On-call staff, 24 hours; support worker after incidents	Crises managed without loss of tenancy
Low confidence; daily living skills	Emotional support and help with shopping and cooking	CPS	Support worker, about 30 minutes in the weekly session	Cooking for self; more confident
Alcohol use	Treatment and recovery key work	CPS	Drug and alcohol service, weekly; not provided or charged by the landlord	Treatment maintained
Move-on	Plan for a general needs tenancy after about 12 months	HRS	Support worker, at reviews	Ready for move-on with floating support

How the example works for Housing Benefit.

- **Exempt status.** The housing-related support, intensive housing management and supervision together are more than minimal and are likely to make a real difference to the tenant's ability to keep the tenancy (*Bristol CC v AW* [2009] UKUT 109 (AAC), para 31). The scheme does not rely on the care and personal support to qualify.
- **Eligible charges.** The housing-related support, intensive housing management and supervision are eligible (Chapter 9).
- **Ineligible support.** The emotional support and living skills help is personal support and is not eligible (Schedule 1, para 1(f)). Because the same support worker delivers it, the scheme's build-up apportioned that part of the worker's time out of the service charge (Chapter 9, 9.3), and the plan records how it is funded. The alcohol treatment is provided and funded by another service, so no deduction arises for it (Chapter 3, 3.4.1).
- **What the example leaves out.** Cleaning the tenant's own room would be an ineligible day-to-day living expense (Schedule 1, para 1(a)), so the plan deals with the room's upkeep through safety checks, hazard plans and repairs, not cleaning.

D3. How the plan changes for other schemes

Scheme type	What usually changes
Dispersed self-contained flats	No shared-house checks; supervision rests more on visits, welfare checks and on-call cover. Dispersed accommodation can be exempt (Chapter 3, 3.4.2)
Prison leavers	Licence conditions and risk management plans shape the plan; liaison with probation and, where relevant, MAPPA arrangements

Scheme type	What usually changes
Young people aged 18 to 25	More time on living skills, which is personal support and must be apportioned and funded. Accommodation for 16 and 17 year olds is regulated by Ofsted (Chapter 22, 22.3)
Women at risk of domestic abuse	Safety planning, controlled access and liaison with domestic abuse services weigh more heavily in supervision
Mental health step-down	Care elements are often commissioned by the NHS or the council and recorded as CPS, with the landlord's housing-related support and supervision alongside

Appendix 7: Model Activity Log

This appendix is a model for recording the care, support or supervision, intensive housing management and maintenance that a scheme actually delivers. It puts Chapter 14 (14.6) and Chapter 15 into practice, and follows on from the support plan in Appendix 6. It has five parts:

- **Part A:** tenant activity log
- **Part B:** scheme logs for repairs, call-outs and checks
- **Part C:** summary activity record, which is the document usually sent to the council
- **Part D:** notes on keeping and using the logs
- **Part E:** a worked example, continuing the example in Appendix 6

Why records matter. Care, support or supervision must actually be provided; support that exists only on paper is not support (R(H) 6/08). Whether a landlord's service is more than minimal is difficult to judge "without having close regard to what the landlord has actually done" (*DW v Oxford CC* [2012] UKUT 52 (AAC), para 79). Good records are the provider's best evidence, and the council's best assurance.

Status of the model. No particular format is required by law. Most providers already record this information in a case management system. The model shows what a good record contains; providers can use their own system where it captures the same information.

Three principles.

- **Record what was done and why, not just how long it took.** There is no minimum number of hours (DWP guidance, para 151). Time can be recorded where useful, for example for apportionment (Chapter 9, 9.3), but it is never the test (Chapter 15, 15.3).
- **Link each entry to the plan.** Each entry should refer to a need in the tenant's support plan (Appendix 6, B1) and use the same type codes, so it is clear what is eligible.
- **Summarise for the council.** Councils usually need the summary in Part C, not the logs themselves. Full case notes, minute-by-minute logs and timesheets by tenant rarely add anything and raise data protection concerns (Chapter 12, 12.3 and 12.6).

Type codes (as in Appendix 6):

- **HRS:** housing-related support (eligible)
- **IHM:** intensive housing management and maintenance (eligible)
- **SUP:** supervision, including welfare checks and on-call cover (eligible)

- **CPS:** care or personal support (not eligible; recorded so it can be apportioned and its funding shown)

Part A: Tenant activity log

One log for each tenant. Record each planned session and each unplanned contact, with the need in the support plan it relates to.

Date	Activity and plan need	Type	By	Outcome and follow-up

Missed or refused contacts. Record these too, with what was done to re-engage the tenant. A pattern of refused support is relevant to whether support is in fact provided and needed, and should prompt a plan review.

Part B: Scheme logs

Some evidence relates to the whole scheme rather than one tenant. These logs are kept at scheme level and summarised in the scheme's annual review (Appendix 4).

B1. Repairs and maintenance log

Record the cause of each repair, so that damage and extra work linked to tenants' needs can be identified (Chapter 15, 15.4).

Date reported	Property and room	Repair and cause	Linked to tenant need?	Response and date completed

Linked to tenant need. Answer "yes" where the repair arises from a tenant's needs or behaviour, or where the work was arranged in a special way because of those needs, such as timing, accompaniment or making safe. Ordinary wear and tear and statutory checks are "no" (*Chorley BC v IT* [2009] UKUT 107 (AAC), para 71).

B2. Call-out and intervention log

Record each out-of-hours call and each unplanned intervention by staff, whether or not a visit was needed (Chapter 15, 15.5).

Date and time	Tenant or area	Nature of call or concern	Response	Outcome

Date and time	Tenant or area	Nature of call or concern	Response	Outcome

B3. Property and welfare checks log

Record checks that go beyond statutory duties, what they found and what was done. Statutory safety checks can be listed for completeness, but they add little on their own (*Chorley BC v EM*, para 155).

Check date	Property or room	Type of check	Findings	Action taken

B4. Cover arrangements

A short record, updated when it changes, of the supervision cover actually in place.

Field	Entry
Staff visiting or on site: days and hours	
On-call cover: hours, who covers, how tenants reach them	
Expected response to a call	
Rota held and where	

Part C: Summary activity record

The summary activity record is the document usually sent to the council, on request or at review. It covers one tenant for a stated period, typically one to three months, and is drawn from the logs in Parts A and B.

Field	Entry
Tenant reference and scheme	
Period covered	
Support plan date and last review	
Completed by, role and date	

Type	What was done in the period	How often	Records held
HRS			
IHM			
SUP			

Type	What was done in the period	How often	Records held
CPS (ineligible; say who provides and funds it)			

Field	Entry
Contacts missed or refused, and action taken	
Changes in need or risk	
Plan changes made or due	

Part D: Notes on keeping and using the logs

For providers:

- **Record promptly.** Entries made at the time, or the same day, are more reliable than records written up later.
- **Be factual and brief.** Record what happened and what was done. Avoid sensitive detail that is not needed for the purpose.
- **Use the same codes as the plan.** Consistent codes make the summary quick to produce and support the apportionment in the rent build-up (Appendix 8).
- **Record supervision even when nothing happens.** A welfare check that finds nothing wrong is still supervision. The cover arrangements in B4, with the call-out log in B2, show that oversight is in place (Chapter 6, 6.6).
- **Keep records secure,** in line with the provider's data protection and retention policies, and for long enough to deal with any review, appeal or overpayment question.

For councils:

- **Ask for the summary first.** Ask for the logs only where a specific question cannot be answered from the summary, and say why (Chapter 12, 12.4).
- **Use sampling.** At a scheme where tenants' needs and support are broadly similar, a sample of summaries can show whether the scheme operates as described, without asking for records on every claim (CH/1289/2007, para 32; Chapter 14, 14.6).
- **Read the record as a whole.** A quiet month, or a low number of call-outs, does not show that support is not needed. Supervision that works may result in few incidents. But a service that is very rarely used over a long period may indicate that it is not more than minimal (R(H) 4/09; Chapter 15, 15.5).
- **Do not apply an hours threshold** (DWP guidance, para 151).

Part E: Worked example

This example is fictional. It continues the example in Appendix 6: a tenant in a five-bedroom shared house for single homeless adults, with weekday visiting staff and 24-hour on-call cover. It shows one month, the second month of the tenancy.

E1. Tenant activity log (extract)

Date	Activity and plan need	Type	By	Outcome and follow-up
2 March	Weekly session: checked rent account; helped report a change in income to Housing Benefit (plan: arrears risk)	HRS	Support worker	Change reported; rent account clear
2 March	Talked through cooking on a budget (plan: living skills)	CPS	Support worker	Tenant to try two meals this week
5 March	Room and fire safety check; cigarette burns on carpet and clutter near heater; agreed plan to clear hazards (plan: upkeep and fire risk)	IHM	Housing officer	Hazards cleared same day; carpet repair ordered
9 March	Weekly session: tenant missed; visited later and rearranged (plan: all needs)	HRS	Support worker	Session held 10 March
10 March	Weekly session: anxiety about a letter from a creditor; explained it and agreed next steps (plan: arrears risk)	HRS	Support worker	Tenant to take the letter to an advice service
12 March	Former associate visiting the house repeatedly; spoke to tenant and visitor; reminded of visitor rules (plan: exploitation risk)	SUP	Scheme staff	Visitor left; tenant agreed to tell staff if pressured
14 March	Welfare check after the previous night's incident (plan: relapse and crisis)	SUP	On-call worker	Tenant safe; relapse plan reviewed
16 March	Weekly session: rent account; preparing for a GP appointment (plan: arrears risk; living skills)	HRS, CPS	Support worker	Rent clear; tenant attended GP
19 March	Carpet repaired; tenant anxious, so contractor visit arranged for when the support worker was present (plan: anxiety about contractors)	IHM	Housing officer	Repair completed without distress
23 March	Weekly session and fortnightly room check (plan: arrears risk; upkeep and fire risk)	HRS, IHM	Support worker, housing officer	Room safe; no new hazards
30 March	Weekly session; talked about move-on goals (plan: move-on)	HRS	Support worker	Move-on discussed at next review

E2. Call-out log (extract)

Date and time	Tenant or area	Nature of call or concern	Response	Outcome
13 March, 23:40	Tenant, Room 3	Another resident called on-call: tenant intoxicated and shouting in the hall	On-call worker spoke to tenant by phone, then attended	Tenant settled; no damage; welfare check booked for next day
27 March, 02:15	Communal area	Fire alarm activated by smoke from cooking	On-call worker attended and checked the house; alarm reset	No injury; reminder to residents about cooking safety

E3. Summary activity record for March

Type	What was done in the period	How often	Records held
HRS	Tenancy sustainment sessions; rent account checks; Housing Benefit change report; help with a creditor letter; move-on planning	Weekly (one rearranged)	Tenant activity log
IHM	Room and fire safety checks; hazard plan; carpet repair arranged around tenant's anxiety	Fortnightly, and as needed	Tenant activity log; repairs log
SUP	Visitor intervention; on-call response at night; welfare check after incident; general weekday oversight of the house	As needed; on-call 24 hours	Tenant activity log; call-out log; rota
CPS (ineligible)	Living skills and confidence: cooking, preparing for GP appointment, delivered by the support worker and apportioned out of the service charge. Alcohol treatment by the drug and alcohol service, not by the landlord	About 30 minutes weekly	Tenant activity log

This summary, with the support plan, would usually be enough for a council to see that support is being delivered, that it is linked to the tenant's needs, and that the eligible and ineligible elements are separated. The logs themselves would only be needed to answer a specific question.

Appendix 8: Model Rent and Service Charge Build-Up

This appendix is a model for setting out how a scheme's rent and service charges are made up, with a worksheet for apportioning staff time and other mixed costs. It puts Chapter 9 (9.3 and 9.4), Chapter 10 (10.8 and 10.9) and Chapter 13 (13.5) into practice. It has five parts:

- **Part A:** scheme details
- **Part B:** the build-up
- **Part C:** apportionment worksheet for staff and other mixed costs

- **Part D:** year-on-year comparison, for rent increases
- **Part E:** a worked example, for the shared house used in Appendices 6 and 7

Why a build-up matters. The DWP guidance says councils "should request a rent breakdown from the landlord which sets out all the charges included in the rent and service charges when a new claim or rent increase is submitted" (para 168; also para 196). On an increase, they should compare it with the previous year's "to identify why the rent has increased and whether it is justifiable" (para 238). A clear build-up answers three questions at once: what is eligible (Chapter 9), whether any eligible charge is excessive (Schedule 1, para 4), and whether the eligible rent as a whole is unreasonably high (Chapter 10).

Status of the model. No particular format is required by law. Providers can use their own format where it gives the same information. Councils and providers can agree a local version of this template, so that both look at the same figures in the same order (Chapter 10, Finding common ground).

Principles.

- **Start from costs.** Use actual costs for the last full year, or a budget for a new scheme, and say which.
- **Separate the core rent from service charges.** Lease or property costs, repairs, long-term maintenance, general housing management, insurance, voids and bad debts are rent. They are tested as part of the whole under regulation 13, not picked off as ineligible service charges (CH/3528/2006; Chapter 10, 10.9).
- **Identify every service charge and its treatment.** Mark each one eligible or ineligible, using Chapter 9 (9.4).
- **Apportion mixed costs by a stated method.** Where a cost covers both eligible and ineligible services, apportion it by a reasonable, consistent method, usually staff time (Schedule 1, para 3(1); *ET v Rossendale BC* [2010] UKUT 222 (AAC), para 39).
- **Apply overheads and allowances pro rata.** Where a percentage for overheads or voids is applied to every line, the part that falls on ineligible lines is ineligible too (*Allerdale BC v JD and Others* [2019] UKUT 304 (AAC), paras 37 and 38).
- **Evidence voids and bad debts.** There is no standard percentage. Use the scheme's actual history (*ET v Rossendale*, paras 41 to 43).
- **Show the eligible rent.** The eligible rent is the core rent plus eligible service charges. Ineligible costs must be shown, with how they are funded.
- **Treat it as commercially sensitive.** Councils should hold build-ups in confidence and limit who sees them (Chapter 13, 13.2).

SHP's position. The build-up should show what the scheme actually costs to run. There is no need to add an ineligible "support charge" to show that support exists. Where personal support is provided, the build-up should apportion its true cost and show how it is funded. Housing-related support and supervision delivered as intensive housing management are eligible (Chapter 3, 3.4; Chapter 9).

Part A: Scheme details

Field	Entry
Scheme name and provider	
Addresses, number of units or bedspaces, and type (shared, self-contained, dispersed)	

Field	Entry
Period covered (financial year) and basis (actual costs or budget)	
Occupancy assumption used for the per unit figures	
Lease or property arrangement (Appendix 4, A2.2)	
Prepared by, role and date	

Part B: The build-up

Show each line as an annual cost and a weekly figure per unit. The weekly figure is the annual cost divided by the number of units and 52.

Line	Item	£ per year	£ per unit per week	Treatment
1	Core rent			
1.1	Lease payment or property costs (capital, loan or lease)			Rent
1.2	Responsive and cyclical repairs			Rent
1.3	Planned maintenance or sinking fund for long-term maintenance (DWP guidance, paras 172 and 173)			Rent
1.4	General housing management			Rent
1.5	Buildings insurance			Rent
1.6	Voids and bad debts (state the basis)			Rent
	Core rent total			
2	Eligible service charges			
2.1	Intensive housing management (from Part C)			Eligible
2.2	Housing-related support (from Part C)			Eligible
2.3	Supervision, including on-call cover (from Part C)			Eligible
2.4	Communal cleaning			Eligible
2.5	Communal fuel, lighting and water			Eligible
2.6	Furniture and white goods that remain the landlord's			Eligible
2.7	Door entry, fire alarm and other building services			Eligible
2.8	Other eligible services (list)			Eligible
2.9	Overheads on eligible services (state the basis)			Eligible
2.10	Voids and bad debts on eligible services			Eligible
	Eligible service charges total			

Line	Item	£ per year	£ per unit per week	Treatment
	Eligible rent (core rent plus eligible service charges)			Housing Benefit
3	Ineligible costs			
3.1	Personal support (from Part C)			Ineligible
3.2	Fuel and water for tenants' own rooms			Ineligible
3.3	Meals, laundry service, emergency alarm, TV licence and other ineligible items (list)			Ineligible
3.4	Overheads, voids and bad debts on ineligible costs			Ineligible
	Ineligible costs total			

How ineligible costs are funded. For each ineligible line, say whether it is charged to the tenant, funded by a commissioner or grant, or met from the provider's own funds (DWP guidance, paras 160 to 162).

Part C: Apportionment worksheet

Use this worksheet for every cost that covers more than one type of service, which in most schemes is mainly staff time. It follows the method in *ET v Rossendale* (para 39): the total cost of employing the staff, apportioned by the time they spend on each service.

C1. Staff costs charged to the scheme

Role	Annual cost including on-costs (£)	Share charged to this scheme, and basis	£ to this scheme

C2. How each role's time is spent

Use the same type codes as Appendices 6 and 7: HRS (housing-related support), IHM (intensive housing management and maintenance), SUP (supervision), CPS (care or personal support), and HM (general housing management). Time on recording, travel and team meetings should be spread across the other activities in proportion, and the method stated.

Role	Activity	% of time	Type	Treatment

C3. Result

Activity type	% of staff cost	£ per year	Build-up line
HM			1.4
IHM			2.1
HRS			2.2
SUP			2.3
CPS			3.1

C4. Evidence for the apportionment

The case law expects "sufficiently detailed evidence of the amount of time devoted by staff" to each service (*ET v Rossendale*, para 20; Chapter 9, 9.3). Keep, and provide on request:

- job descriptions for each role
- contracted hours, and how many schemes and tenants each role covers
- what staff do in the time attributed to each service and in the rest of their time
- how the percentages were worked out, for example from a time recording sample or the activity logs in Appendix 7
- the basis for any overhead percentage, such as central costs as a share of total expenditure

Part D: Year-on-year comparison

Complete on every rent increase. Explain each material change (DWP guidance, para 238; Chapter 10, 10.8). The council must judge the increase in cash terms as well as percentage terms, and consider whether a lesser increase would be reasonable (*BM*; Chapter 10, 10.8).

Item	Last year (£ per unit per week)	This year (£ per unit per week)	Change	Reason and evidence
Eligible rent				

Part E: Worked example

This example is fictional. It is for the five-bedroom shared house for single homeless adults used in Appendices 6 and 7, with weekday visiting staff and 24-hour on-call cover. The figures are set at typical levels, using the published benchmarks below, but they are not a benchmark themselves. Actual costs vary widely by area, property and client group.

E1. Where the figures come from

Benchmark	Typical figure	Source
Rent, excluding service charges, single homeless people	£178 a week (2022 to 2023)	Supported Housing Review 2023, Table 7.3
Service charges, eligible and ineligible, single homeless people	£109 a week (2022 to 2023)	Supported Housing Review 2023, Table 7.4
Share of rent and service charges eligible for Housing Benefit, single homeless people	83%	Supported Housing Review 2023, Table 7.5
Average eligible rent, working age, specified accommodation, England	£267 a week (November 2023)	Supported Housing Review 2023, Table 7.6, from DWP data
Property cost per tenant in a shared house	£100 a week (£1,300 a month for a three-bedroom house, 2022)	Bristol City Council, EXA 115
Line-by-line enhanced exempt rent	£218.49 a week, including voids £15.05, staffing £56.10, communal cleaning £14.88 and communal lighting and heating £5.92 (2022)	Bristol City Council, EXA 115

The example uprates the Bristol property cost to £115 a week to allow for inflation and a larger house. Its totals sit close to the review's figures: core rent £171.39, all service charges £129.16, eligible rent £257.54, and 86% of the total charge eligible.

E2. Scheme details

Field	Entry
Scheme	Five-bedroom shared house for single homeless adults, let by a not-for-profit provider
Period and basis	Financial year, actual costs for the last full year
Occupancy assumption	Five units, 52 weeks. Voids and bad debts shown as a separate allowance
Lease	Ten-year full repairing and insuring lease from a private owner at £2,492 a month, with an annual CPI-linked uplift
Utilities	All utilities included in the charge. Split between communal areas and tenants' own rooms by floor area

E3. Apportionment worksheet

Role	Annual cost including on-costs (£)	Share charged to this scheme, and basis	£ to this scheme
Support worker	32,000	One third: covers three houses, 15 tenants	10,667

Role	Annual cost including on-costs (£)	Share charged to this scheme, and basis	£ to this scheme
Housing officer	31,000	One sixth: covers six houses, 30 tenants	5,167
On-call rota	18,000	One twelfth: covers 60 units	1,500

Role	Activity	% of time	Type	Treatment
Support worker	Tenancy sustainment, rent account checks, help with Housing Benefit, move-on planning	50	HRS	Eligible
Support worker	House checks, visitor and dispute interventions, welfare checks	30	SUP	Eligible
Support worker	Emotional support and living skills	20	CPS	Ineligible
Housing officer	Room and fire safety checks, hazard plans, repairs arranged around tenants' needs	60	IHM	Eligible
Housing officer	Lettings, rent collection and general tenancy management	40	HM	Rent
On-call rota	Out-of-hours cover and call-outs	100	SUP	Eligible

The support worker's percentages are after spreading recording and travel time across the other activities in proportion. The 20% for personal support matches about 30 minutes a week for each tenant in Appendix 6.

E4. The build-up

Line	Item	£ per year	£ per unit per week	Treatment
1	Core rent			
1.1	Lease payment to owner (full repairing and insuring, CPI-linked)	29,900	115.00	Rent
1.2	Responsive and cyclical repairs	3,120	12.00	Rent
1.3	Planned maintenance provision (long-term maintenance)	1,560	6.00	Rent
1.4	General housing management: housing officer 40% (£2,067) and central lettings and rent collection (£2,600)	4,667	17.95	Rent
1.5	Buildings and contents insurance	650	2.50	Rent
1.6	Council tax, where the landlord is liable for a shared house	1,365	5.25	Rent
1.7	Void and bad debts: 8% of lines 1.1 to 1.6 (actual: voids 7%, bad debts 1%, average of last two years)	3,301	12.70	Rent

Line	Item	£ per year	£ per unit per week	Treatment
	Core rent total	44,563	171.39	
2	Eligible service charges			
2.1	Intensive housing management: housing officer 60%	3,100	11.92	Eligible
2.2	Housing-related support: support worker 50%	5,333	20.51	Eligible
2.3	Supervision, house checks and interventions: support worker 30%	3,200	12.31	Eligible
2.4	Supervision, 24-hour on-call: rota share	1,500	5.77	Eligible
2.5	Communal cleaning	2,080	8.00	Eligible
2.6	Communal fuel, lighting and water: communal share of utilities, by floor area	1,560	6.00	Eligible
2.7	Furniture and white goods (remain the landlord's)	1,430	5.50	Eligible
2.8	Fire alarm, emergency lighting and door entry maintenance	650	2.50	Eligible
2.9	Central overheads: 10% of lines 2.1 to 2.8	1,885	7.25	Eligible
2.10	Voids and bad debts: 8% of lines 2.1 to 2.9	1,659	6.38	Eligible
	Eligible service charges total	22,398	86.15	
	Eligible rent (core rent plus eligible service charges)	66,960	257.54	Housing Benefit
3	Ineligible costs			
3.1	Personal support: support worker 20%	2,133	8.21	Ineligible
3.2	Fuel and water for tenants' own rooms: remaining share of utilities, by floor area	7,280	28.00	Ineligible
3.3	Central overheads: 10% of lines 3.1 and 3.2	941	3.62	Ineligible
3.4	Voids and bad debts: 8% of lines 3.1 to 3.3	828	3.19	Ineligible
	Ineligible costs total	11,183	43.01	

How the ineligible costs are funded. The personal support (line 3.1, with its share of overheads and voids, £9.75 a week) is met from the provider's own funds, such as charitable income or donations, and is not charged to tenants. Fuel and water for tenants' own rooms (line 3.2, with its share of overheads and voids, £33.26 a week) is charged to each tenant as a personal charge, which Housing Benefit does not cover. Fuel for tenants' own rooms is an ineligible service charge, deducted in full because it is specified (Schedule 1, Part 2, paras 5 and 6(1)(b)). Water for tenants' own rooms is deducted under alternative regulation 12(3)(a) and (6)(b), which take off the share of the property's water charges matching the floor area of the tenant's own accommodation. The share for halls, passageways and rooms of common use stays in line 2.6 and is eligible (*Liverpool City Council v NM and WD* [2015] UKUT 532 (AAC), paras 31 and 36 to 38).

What the tenant pays and what Housing Benefit covers. The total weekly charge to each tenant is £290.80: the eligible rent of £257.54 and the personal fuel and water charge of £33.26.

Points to note.

- The core rent includes voids, long-term maintenance and general housing management. These are rent, not service charges (CH/3528/2006).
- The 8% allowance for voids and bad debts is based on the scheme's actual history, not a standard figure (*ET v Rossendale*, paras 41 to 43). Short-stay homeless schemes often have higher turnover than other supported housing. The Bristol example's voids line is about 7% of its total.
- The 10% central overhead is applied to service lines only, and falls pro rata on the ineligible lines (*Allerdale*, paras 37 and 38). The core rent carries its own management cost in line 1.4.
- Council tax (line 1.6) is included because the landlord, not the tenants, is liable for a shared house in multiple occupation. DWP's guidance is that where rent is increased to cover the landlord's council tax, the increase should be treated as rent and is eligible for Housing Benefit, but the total rent, including the council tax, must still be reasonable (*Housing Benefit Guidance Manual, A4*, paras 4.160 and 4.161). It should be shown as a separate line so that the council can check it against the council tax bill.
- The eligible rent is then tested as a whole for reasonableness under regulation 13, against suitable alternative accommodation (Chapter 10).

E5. Year-on-year comparison

Item	Last year (£ per unit per week)	This year (£ per unit per week)	Change	Reason and evidence
Lease payment (1.1)	111.65	115.00	+3.0%	CPI uplift under the lease; lease clause and CPI figure provided
Responsive and cyclical repairs (1.2)	11.00	12.00	+9.1%	Higher spend on damage linked to tenants' needs; repairs log summary (Appendix 7, B1)
Eligible staff costs (2.1 to 2.4)	48.57	50.51	+4.0%	Pay award; no change in staffing or time split
Communal fuel, lighting and water (2.6)	6.40	6.00	-6.3%	Lower energy tariff
Eligible rent	250.68	257.54	+2.7%, £6.86 a week	The housing officer's share of line 1.4 also rises with the pay award. All other lines unchanged

Appendix 9: Model Regulation 86 Information Request

This appendix provides model letters for requesting information under regulation 86 of the Housing Benefit Regulations 2006, with a provider's reply and a pre-send checklist. It puts Chapter 12 (12.1 to 12.5) into practice. It has five parts:

- **Part A:** model information request
- **Part B:** worked example, for a rent increase at the shared house used in Appendices 6 to 8
- **Part C:** model notice after suspension (Decisions and Appeals Regulations 2001, regulation 13)
- **Part D:** model provider reply

- **Part E:** checklist for councils before sending a request

The law in brief.

- **The duty.** A claimant must provide such information and evidence "as may reasonably be required" to decide entitlement, within one month "or such longer period as the relevant authority may consider reasonable" (regulation 86(1); Appendix 2, A2.7).
- **To whom.** The duty falls on the claimant, not the landlord (*NSP v Stoke-on-Trent City Council and AT* [2020] UKUT 311 (AAC), para 63). The request is addressed to the claimant, and sent to the provider with the claimant's written authority, because the provider usually holds the evidence.
- **It must identify what is needed.** A person cannot fail to comply with a requirement they do not know about, and a letter that does not adequately identify the information is defective (*CH/1764/2008* [2008] UKUT 13 (AAC), paras 14 and 24).
- **Co-operation.** The council knows what questions it needs to ask; the claimant supplies the answers; and the council should not count against the claimant a gap it could fill itself (*Kerr v Department for Social Development* [2004] UKHL 23, paras 62 and 63).

SHP's position. A good request names the decision, explains why each item is needed, says what is already held, and invites better or simpler evidence. That is not a legal requirement for every point, but it is the most effective way to get the right answer first time and to avoid disputes (Chapter 12, 12.4).

Using the models. Text in [square brackets] is to be completed or deleted. The models are written in plain English and can be adapted to the council's house style. Councils should not send a standard list regardless of the question (Chapter 12, 12.3).

Part A: Model information request

[Council letterhead]

To: [Claimant name], [address]

Sent to: [Provider name and contact], with [claimant name]'s written authority dated [date]

Our reference: [claim reference]

Date: [date]

Housing Benefit: information we need to decide your claim

Dear [claimant name],

1. What we are deciding

We are deciding [your new claim for Housing Benefit from [date] / whether your Housing Benefit should change because of [the rent increase from [date] / a change in your circumstances] / the annual review of your scheme]. The question we need to answer is [for example: whether your home is exempt accommodation; whether a service charge is eligible; whether the rent increase is reasonable].

2. What we already have

We already hold the following, and do not need it again: [for example: the scheme file accepted on [date], including the landlord's registration, the lease schedule and the service description; your tenancy agreement; last year's rent build-up].

3. What we need and why

Ref	Information needed	Why we need it	Acceptable form
1	[item]	[the question it answers, and why what we hold is not enough]	[for example: summary, extract, copy]
2	[item]	[reason]	[form]
3	[item]	[reason]	[form]

If you or [provider name] can answer any of these questions with different or simpler evidence, please tell us. We will consider it.

4. When we need it by

Please send the information by **[date: at least one month from the date of this letter]**. If you need more time, please contact us before that date and tell us why. We will agree a longer period where it is reasonable, for example where the information involves other organisations or affects a whole scheme.

5. If information does not exist

If something we have asked for does not exist, or it is not possible to get it, please tell us and explain why. Where you can, offer other evidence that answers the same question.

6. What happens next

[New claim:] We will decide your claim using the information we have by the date above. If information is missing, we may not be able to accept part or all of your claim.

[Existing award:] If we do not receive the information, we may need to suspend all or part of your Housing Benefit. We would write to you first to explain what you need to do and give you at least one month to do it.

We will write to you with our decision and the reasons for it, and tell you how to ask us to look at it again or appeal.

7. Your information

We will use the information only to decide your Housing Benefit, and we will keep it securely. Please send summaries or extracts rather than whole files where they answer the question. [Link to the council's privacy notice.]

8. Contact

[Name], [role], [direct telephone], [email]. Please quote [reference].

Yours sincerely,

[Name and role]

Part B: Worked example

This example is fictional. It is a request about the rent increase at the five-bedroom shared house in Appendix 8, where the scheme file is already in place.

1. What we are deciding. We are deciding whether your Housing Benefit should change because of the rent increase from [1 April]. The question is whether the increase is reasonable (alternative regulation 13ZA).

2. What we already have. The scheme file accepted on [date], including the lease schedule, the service description and staffing model; last year's rent build-up; and this year's build-up, received on [date], showing an increase in the eligible rent of £6.86 a week (2.7%).

3. What we need and why.

Ref	Information needed	Why we need it	Acceptable form
1	Evidence of the CPI uplift applied to the lease payment	The lease payment is the largest single cost and has increased by 3.0%	The lease clause on rent review and the CPI figure used
2	Summary of the repairs that caused the increase in repairs costs	Repairs costs increased by 9.1%; we need to see whether this reflects tenants' needs or one-off costs	Repairs log summary for the year, with causes (Appendix 7, B1)
3	Confirmation of the pay award	Staff costs increased by 4.0%; the time split is unchanged	A short statement or board minute

We do not need the staff job descriptions, time recording or accounts again, as nothing has changed since the scheme file was accepted.

4. When we need it by. [Date, at least one month later.] We will keep paying Housing Benefit on the existing rent while we consider the increase (Chapter 18, 18.4).

Part C: Model notice after suspension

Use this notice only where payment has been suspended and the council needs information to decide whether entitlement continues. The council must notify the person of the requirements of regulation 13 (regulation 13(3)), and entitlement cannot be terminated for failure to provide information until the period that follows has ended (regulation 14(2)(a); CH/1764/2008, paras 21, 25 and 26; Chapter 12, 12.5). The regulations referred to are the Housing Benefit and Council Tax Benefit (Decisions and Appeals) Regulations 2001.

Legal points behind the notice.

Point	Regulation
Payment may be suspended "in whole or in part" where an issue arises about entitlement, or whether an award should be revised or superseded	11(1) and (2)(a)
Payment may also be suspended, in whole or in part, where a person fails to provide information required under regulation 86	13(1) and (2)(c)
The council must notify the person of the requirements of regulation 13	13(3)
The person has one month beginning with the date the notice was sent, or a longer period the council considers necessary, to provide the information or satisfy the council that it does not exist or cannot be obtained	13(4)
If they do, payment is made or restored, so far as practicable, within 14 days of the decision to restore it	13(5)
If they do not, entitlement ends from the date of suspension, but not before the regulation 13(4) period ends, and not at all where payment was suspended only in part	14

Point	Regulation
Where a regulation 11 suspension is resolved and benefit is properly payable, it is restored, so far as practicable, within 14 days	12

Housing Benefit: suspension of [all / part] of your payments and information we need

Dear [claimant name],

1. What we have done. From [date], we have suspended [all / the part of your Housing Benefit that relates to [the disputed service charge / exempt status]] under [regulation 11 / regulation 13] of the Housing Benefit and Council Tax Benefit (Decisions and Appeals) Regulations 2001. [We are continuing to pay £[amount] a week, which is not in question.]

2. Why. [Reason, for example: we wrote on [date] asking for [items] and have not received them.]

3. What you need to do. Under regulation 13 of the same regulations, you must, within **one month beginning with the date this notice was sent, [date]**, or any longer period we agree:

- provide the information listed below, or
- satisfy us that the information does not exist, or that it is not possible for you to get it

Ref	Information needed	Why we need it	Acceptable form
1	[item]	[reason]	[form]

4. What happens then. If you do one of these, we will decide whether payment can be restored. If it can, we will restore it, so far as practicable, within 14 days of that decision (regulation 13(5)).

[Full suspension:] If you do neither by the date above, your entitlement to Housing Benefit may end from the date payments were suspended (regulation 14).

[Part suspension:] If you do neither by the date above, we will decide the part of your Housing Benefit that is in question on the information we have, and write to you with our decision and your right to ask us to look at it again or to appeal.

5. Contact. [Name, role, telephone, email, reference.] If you need more time, please contact us before [date].

Part D: Model provider reply

Providers can use this reply, sent on the claimant's behalf, so that the council can see at a glance what has been sent and what is outstanding.

Field	Entry
Council reference and date of request	
Claimant name and scheme	
Items enclosed (by Ref number)	
Items to follow, and when	
Items that do not exist or cannot be obtained, why, and alternative evidence offered	

Field	Entry
Extension requested, and reason	
Items that are commercially sensitive	
Provider contact	

Part E: Checklist for councils before sending a request

Check	Done
The request names the decision to be made and the question to be answered	☐
Each item is "reasonably required" for that decision, not for commissioning, contract monitoring or licensing (Chapter 12, 12.1)	☐
The council has checked its own records, the scheme file and public registers first (Chapter 12, 12.2)	☐
The letter says what is already held, and why it is not enough	☐
Each item has a reason and an acceptable form, such as a summary or extract	☐
No item asks for whole files, minute-by-minute logs or information that does not exist (Chapter 12, 12.3)	☐
All the questions are in one request, not a series of letters	☐
The deadline is at least one month, with a way to ask for more time	☐
The request is addressed to the claimant and sent to the provider with written authority	☐
The letter explains what happens if information is not provided, without threatening suspension as a first step	☐
A named contact is given	☐

Appendix 10: Model Decision Notice

This appendix provides a model Housing Benefit decision notice for supported housing claims, with a schedule of reasons, model wording for the most common decisions, a worked example and a checklist. It puts Chapter 19 into practice. It has six parts:

- **Part A:** model decision notice to the tenant
- **Part B:** schedule of reasons, scheme-level and tenant-level
- **Part C:** model wording for common decisions
- **Part D:** worked example, for the shared house used in Appendices 6 to 9
- **Part E:** covering note to the provider
- **Part F:** checklist for councils before issuing a decision

The law in brief.

- **Notification.** The council must notify every "person affected" in writing, and every notice must include the matters in Schedule 9 (Housing Benefit Regulations 2006, regulation 90(1); Chapter 19).

- **Rights of challenge.** Every notice must explain the right to ask for a written statement of reasons, the right to apply for a revision and, where appropriate, the right to appeal, with "the manner and time in which to do so" (Schedule 9, paras 2 and 3).
- **Award details.** An award notice must include the weekly eligible rent, any fuel deduction with an explanation, any non-dependant deductions, the weekly amount, the day and period of payment, the first day of entitlement, and the duty to report changes (Schedule 9, para 9). Where the claimant is not on income support, income-based jobseeker's allowance or income-related employment and support allowance, it must also show the applicable amount, weekly earnings and other weekly income (Schedule 9, para 10).
- **Direct payment.** Where benefit is paid direct to the landlord, the notice must give the amount and start date, and the landlord's duty to report changes (Schedule 9, para 11).
- **No award.** Where no award is made for a reason other than income, the notice must give "the reason why" (Schedule 9, para 14(b)).
- **Other matters.** The council may include anything else it sees fit (Schedule 9, para 6). This is where the reasons, evidence and findings below belong.
- **Each claim is decided on its own.** There is no decision on a scheme in law, only decisions on tenants' claims, which may share scheme-level findings (CH/1289/2007, para 27).
- **Reasons.** Reasons must be "intelligible" and "adequate", deal with the "principal important controversial issues" and can be "briefly stated" (*South Buckinghamshire DC v Porter (No 2)* [2004] UKHL 33, para 36).

Time limits to include in every notice.

Step	Time limit	Reference
Ask for a written statement of reasons	Within one month of the date of notification	Regulation 90(2); Decisions and Appeals Regulations 2001, regulation 10
Ask for the decision to be looked at again (revision)	Within one month of the date of notification, with the time spent waiting for a statement of reasons not counted; later in special circumstances, up to 13 months	Decisions and Appeals Regulations 2001, regulations 4(1)(a), 4(4) and 5
Appeal to the First-tier Tribunal	Sent to the council, normally within one month of the date the notice was sent, with later deadlines where reasons were asked for or a revision was refused; never more than 12 months after the time limit	Tribunal Procedure (First-tier Tribunal) (Social Entitlement Chamber) Rules 2008, rule 23

SHP's position. A good decision notice puts the decision and the award first, in plain language, then explains the law, the evidence, the findings and the reasons, and says what would change the decision. That is the best protection for the tenant, the provider and the council, and the best way to avoid appeals (Chapter 19, 19.1).

Using the models. Text in [square brackets] is to be completed or deleted. Councils will need to fit the model into their own benefit system's letter templates. Where the system cannot produce the reasons, the schedule of reasons in Part B can be attached as a separate document.

Part A: Model decision notice to the tenant

[Council letterhead]

To: [Tenant name], [address]

Copy to: [Provider name], with [tenant name]'s written authority dated [date] [and appointee, attorney or deputy, if any]

Our reference: [claim reference]

Date of this notice: [date]

Your Housing Benefit decision

Dear [tenant name],

1. Our decision

[We have awarded you Housing Benefit of £[amount] a week from [date].] [We have decided that you are not entitled to Housing Benefit from [date].] [We have changed your Housing Benefit from [date] because [reason].]

[Your home at [scheme name] is supported exempt accommodation. This means your Housing Benefit is based on your actual rent and eligible service charges, not the Local Housing Allowance.]

2. How we worked out your Housing Benefit

Item	£ a week
Your total weekly charge from [provider name]	[amount]
Less: charges that Housing Benefit cannot pay for (see B3 in the schedule)	[amount]
Your weekly eligible rent	[amount]
Less: deductions for non-dependants living with you, if any	[amount]
Less: reduction for income, if any	[amount]
Your weekly Housing Benefit	[amount]

- **First day of entitlement:** [date]
- **Paid to:** [you / [provider name], direct, because [reason]]
- **Paid:** [every four weeks in arrears, on [day]]
- **[Your income:** [your applicable amount, weekly earnings and other income, with how they were worked out, where Schedule 9, para 10 applies]]

3. Why we made this decision

[One or two short paragraphs in plain English giving the main reasons.] The full reasons, the law we applied and the evidence we considered are in the schedule attached to this letter.

4. What could change this decision

[Where relevant: The decision turns on [the point]. If you or [provider name] can give us [the evidence that would be relevant], we will look at the decision again.]

5. If you disagree

You, or someone acting for you with your permission, such as [provider name], can:

- **ask us for a written statement of reasons**, if the reasons in the schedule are not clear. Please ask within one month of the date of this notice
- **ask us to look at the decision again**. Please write to us within one month of the date of this notice, saying why you disagree. If you ask for a statement of reasons first, the time you wait for it does not count towards the month. We can sometimes accept a late request, up to 13 months, if there were special circumstances
- **appeal to an independent tribunal**. Send your appeal to us, in writing and signed, within one month of the date this notice was sent. It must give your name and address, the decision you are appealing and why you disagree. We will look at the decision again before sending your appeal to the tribunal

[Link or enclosure: how to ask for a revision or appeal.]

6. Changes you must tell us about

You must tell us straight away about any change that might affect your Housing Benefit, for example if you move out, your income changes, someone moves in with you, or your rent or support changes. [Link or enclosure: list of changes to report.]

7. Contact

[Name], [role], [direct telephone], [email]. Please quote [reference]. If you need this letter in another format, such as easy read or large print, please tell us.

Yours sincerely,

[Name and role]

Part B: Schedule of reasons

The schedule has two parts. B1 records the scheme-level findings, which can be the same for every tenant in the scheme. B2 records the findings about this tenant. Detailed information about one tenant's health or needs must not appear in B1, because B1 may be shared across the scheme (Chapter 19, 19.3).

B1. Scheme-level findings

Issue	Law applied	Evidence considered	Findings and reasons
Is the landlord a relevant body?	[The exempt accommodation definition, as preserved for supported housing; Chapter 5]	[Constitution, registration, accounts]	[Finding and reason]

Issue	Law applied	Evidence considered	Findings and reasons
Does the landlord, or someone on its behalf, provide care, support or supervision?	[Chapters 6 and 7]	[Service description, staffing model, records]	[Finding and reason]
Are the service charges eligible?	[Schedule 1; Chapter 9]	[Rent and service charge build-up]	[Finding: see Part C table]
Is the rent reasonable?	[Regulation 13, as preserved; Chapter 10]	[Build-up, comparators]	[Finding and reason]

B2. Tenant-level findings

Issue	Law applied	Evidence considered	Findings and reasons
Does the tenant receive care, support or supervision from the landlord, or on its behalf, that is more than minimal?	[Chapter 8]	[Referral, needs assessment, support plan, activity record]	[What support was accepted as provided, and why it does or does not make a real difference to the tenant's ability to live in the accommodation]
Any other tenant-specific issue	[Law]	[Evidence]	[Finding]

B3. Service charges allowed and not allowed

Charge	Claimed (£ a week)	Allowed (£ a week)	Reason
[Charge]	[amount]	[amount]	[Reason, with the paragraph of Schedule 1 or the case relied on]
Total	[amount]	[amount]	

B4. Other information

- [Any points raised by the tenant or provider, and how the council dealt with them]
- [Any DWP guidance paragraphs relied on]

Part C: Model wording for common decisions

The wording below can be adapted for the "Findings and reasons" column of the schedule. It is written to deal with the main issues, show how the law was applied to the evidence, and avoid rules of thumb (Chapter 19, 19.1).

C1. Exempt accommodation accepted

"We have decided that your home is exempt accommodation. [Provider name] is a [housing association / registered charity / voluntary organisation]. It provides your accommodation, and it provides support [directly / through [name], on its behalf]. The support you receive includes [for example: help to keep your tenancy, help with your rent and Housing Benefit, house checks and

help to resolve disputes, and out-of-hours cover]. This is shown by your support plan dated [date] and the activity record for [period]. We are satisfied that this support is more than minimal, because [for example: it is regular, it follows your assessed needs, and it makes a real difference to your ability to live in your home]."

C2. Exempt accommodation not accepted, with the alternative award

"We have decided that your home is not exempt accommodation, because [the specific condition not met]. We considered [evidence]. We accepted that [what was accepted]. We did not accept that [what was not accepted], because [reason, engaging with the provider's points]. This means your Housing Benefit is worked out under the general rules. Your eligible rent is £[amount] a week, which is [the Local Housing Allowance rate for [category] / the eligible rent decided by the rent officer]. [What evidence would be relevant if you ask us to look at this again.]"

Councils should not refuse exempt status on the basis of a minimum number of hours of support, the absence of commissioning, or a comparison between the cost of support and the Housing Benefit at stake (Chapter 4, 4.2; Chapter 16).

C3. Service charge partly not allowed

"We have allowed £[amount] a week of the £[amount] service charge. The table in B3 shows each charge. We have not allowed [charge], because [it is for [personal care/fuel for your own room/day-to-day living expenses], which Housing Benefit cannot pay for under Schedule 1, paragraph [x]]. We have allowed [charge], because it is [for example: intensive housing management or housing-related support connected with providing adequate accommodation]."

C4. Rent restricted as unreasonable

"We have decided that your rent is higher than it is reasonable for Housing Benefit to meet. We compared it with [the suitable alternative accommodation considered], which [explain why it is suitable for your needs, including the support you receive]. We have restricted your eligible rent to £[amount] a week, because [reason for this amount]. In reaching this decision, we took into account [your circumstances, the provider's evidence on costs and any other relevant points]."

The reasons must explain the amount of any reduction, not only that a reduction has been made (CH/4970/2002; *Aylesbury Vale DC v ER* [2011] UKUT 160 (AAC), para 58; Chapter 10).

C5. Rent increase accepted

"We have accepted the increase in your rent from [date]. The eligible rent has increased by £[amount] a week ([x]%). [Provider name] has shown that the increase is due to [reasons], and we are satisfied that it is reasonable."

Part D: Worked example

This example is fictional. It is a decision on a new claim by a tenant at the five-bedroom shared house in Appendices 6 to 8. The figures come from the Appendix 8 worked example. The tenant receives income-related employment and support allowance and has no non-dependants, so their Housing Benefit equals their eligible rent.

1. Our decision. We have awarded you Housing Benefit of £257.54 a week from [date]. Your home at [scheme name] is supported exempt accommodation.

2. How we worked out your Housing Benefit.

Item	£ a week
Your total weekly charge from [provider name]	290.80
Less: fuel for your own room and water charges for your own room	33.26
Your weekly eligible rent	257.54
Less: deductions for non-dependants	0.00
Less: reduction for income	0.00
Your weekly Housing Benefit	257.54

- **First day of entitlement:** [date]
- **Paid to:** [provider name], direct, [with your agreement / because [reason]]
- **Paid:** every four weeks in arrears, on [day]

3. Why we made this decision. [Provider name] is a registered charity that provides your home and your support. Your support plan and activity record show regular help to keep your tenancy, help with your rent and Housing Benefit, house checks and out-of-hours cover. We are satisfied that this support is more than minimal. We accepted the service charges for housing-related support, intensive housing management, supervision, communal cleaning and communal utilities. You pay the charge for fuel and water for your own room yourself, because Housing Benefit cannot meet it.

B3. Service charges allowed and not allowed (extract).

Charge	Claimed (£ a week)	Allowed (£ a week)	Reason
Intensive housing management	11.92	11.92	Connected with providing adequate accommodation (Schedule 1, para 1(g); Chapter 7)
Housing-related support	20.51	20.51	Tenancy sustainment, help with rent and Housing Benefit and move-on planning (Chapter 6)
Supervision: house checks and on-call	18.08	18.08	Supervision connected with the accommodation (Chapter 6)
Communal cleaning and utilities	14.00	14.00	Communal areas (Schedule 1, paras 1(a)(iv) and 5; <i>Oxford City Council v Basey</i> ; <i>Liverpool City Council v NM and WD</i>)
Furniture, fire safety, overheads and voids (rounded)	21.64	21.64	See the scheme build-up (Appendix 8, lines 2.7 to 2.10)
Fuel and water for own room	33.26	0.00	Fuel: Schedule 1, Part 2, paras 5 and 6(1)(b). Water: alternative regulation 12(3)(a) and (6)(b)

The core rent of £171.39 is not a service charge, so it does not appear in the table; it was accepted as reasonable (Chapter 10). The personal support delivered by the provider's support worker is not charged to the tenant, so it does not appear either (Appendix 8, line 3.1).

Part E: Covering note to the provider

Send this note with the copy of the decision, where the tenant has given written authority (Chapter 19, 19.3).

"Please find enclosed a copy of our decision on [tenant name]'s claim, sent with their written authority dated [date]. The scheme-level findings in Part B1 of the schedule apply to [all claims at the scheme / the claims listed]. [The following points are still open: [points].] If you are helping [tenant name] to ask for reasons, a revision or an appeal, please do so in their name and within the time limits in section 5 of the letter."

Where the decision is made direct to the landlord under regulation 95 or 96, the landlord must also be sent the amount to be paid direct, the start date and its duty to report changes (Schedule 9, para 11).

Part F: Checklist for councils before issuing a decision

Check	Done
The notice is addressed to the tenant, and to any appointee, attorney or deputy	☐
The decision and the award are stated first, in plain language	☐
The award details required by Schedule 9, paras 9 and 10 are included	☐
Any fuel deduction is shown with an explanation (Schedule 9, para 9(b))	☐
Where no award is made for a reason other than income, the reason is given (Schedule 9, para 14(b))	☐
The schedule of reasons sets out the law, the evidence, the findings and the reasons for each issue	☐
The reasons engage with the tenant's and provider's main points	☐
No rule of thumb has been applied, such as a minimum number of hours of support	☐
Where exempt status is refused, the alternative award is stated	☐
Where the rent is restricted, the reasons explain the amount	☐
The rights to reasons, revision and appeal are explained, with time limits	☐
B1 contains no personal information about any individual tenant	☐
A copy is sent to the provider only where the tenant has given written authority	☐
Where benefit is paid direct, the landlord has been sent the Schedule 9, para 11 notice	☐
Reasonable adjustments, such as easy read, have been offered where needed	☐
A decision record has been kept (Chapter 19, Evidence)	☐

Appendix 11: Contrivance Risk Indicators Checklist

This appendix turns Chapter 11 into a working checklist. Councils can use it to decide whether a scheme needs closer enquiry under regulation 9(1)(l) of the Housing Benefit Regulations 2006, and to record the

facts and judgment if it does. Providers can use it to check their own arrangements and to prepare the evidence that shows genuine independence. It has six parts:

- **Part A:** questions to answer before contrivance
- **Part B:** risk indicators
- **Part C:** features of a genuine arrangement
- **Part D:** what the indicators do not show
- **Part E:** weighing the indicators and recording the decision
- **Part F:** worked example, comparing two lease-based schemes

The law in brief.

- **The test.** A claimant is treated as not liable for rent where the council "is satisfied that the liability was created to take advantage of the housing benefit scheme" (regulation 9(1)(l)). If it applies, the claim fails altogether (Chapter 11, 11.1).
- **Abuse, not arrangement.** There must be "something in the nature of an abuse of the scheme". Arranging matters so that the exempt accommodation rules apply is not enough (*Salford City Council v PF* [2009] UKUT 150 (AAC), para 53).
- **Genuine need is not abuse.** Letting only to tenants with a genuine need for support, with a view to a higher eligible rent, "is not an abuse" (*Salford*, para 66).
- **Facts, then judgment.** The decision-maker finds the facts, then makes an evaluative judgment on the arrangement as a whole, focused on the time the liability was created (*FYE v Middlesbrough City Council and GPZ v Sunderland City Council* [2026] UKUT 157 (AAC), paras 16, 25 and 26).
- **Profit is not essential.** "What matters is that public funds are spent unnecessarily or inappropriately" (*FYE*, para 42).
- **Valid paperwork is not a defence.** The question is why a real liability was created (Chapter 11, 11.5).

SHP's position. Contrivance is the right tool for the arrangements used by a significant number of often property and/or investor-led landlords to exploit supported housing, and the wrong tool for genuine providers whose schemes rely on Housing Benefit. The indicators below are reasons to ask questions, not findings. Most genuine schemes will show none of the high-weight indicators, and will be able to explain any others quickly with evidence ([SHP, The End of the Property-Led Exempt Accommodation Contrivance?](#)).

Using the checklist. Councils should start with public sources and the scheme file (Chapter 13), and ask for further information only where an indicator is present and the information is "reasonably required" (regulation 86; Chapter 12; Appendix 9). Each indicator is given a weight:

Weight	Meaning
High	Goes to the heart of the arrangement. In <i>FYE</i> , one such fact was enough on its own (First-tier Tribunal, para 114, accepted by the Upper Tribunal at para 59)
Medium	Significant, especially in combination with other indicators
Low	Common in genuine schemes; relevant only alongside other indicators

Part A: Questions to answer before contrivance

Contrivance applies only where none of the other parts of regulation 9(1) do, and it is the most serious finding a council can make on a claim. Other questions often deal with the concern more directly and should be answered first (Chapter 10, 10.11; Chapter 11, 11.3).

No.	Question	Chapter
1	Is the landlord a qualifying body, such as a housing association, registered charity or voluntary organisation?	5
2	Is the landlord really the landlord, or a managing agent for a profit-making owner? (DWP guidance, para 132)	5
3	Does the landlord, or someone on its behalf, provide care, support or supervision that is more than minimal?	6 to 8
4	Are the service charges eligible?	9
5	Is the rent reasonable, or should it be restricted?	10
6	Only then: was the liability created to take advantage of the scheme?	11

The steps are not watertight. In *FYE*, contrivance was decisive and the support issue did not need deciding (paras 4 and 59). But a council that goes straight to contrivance without considering steps 1 to 5 risks using the wrong tool.

Part B: Risk indicators

Record a finding against each indicator: **N** (not present), **E** (present, explained by evidence) or **C** (present, concern remains).

B1. Financial model and funding of support

Code	Indicator	Weight and source	Evidence to check	Finding
B1.1	The provider has no source of income for support other than payments from the property owner or a connected company	High. <i>FYE</i> , First-tier Tribunal paras 113 and 114	Accounts; funding statement; support contracts	
B1.2	The model must keep growing, for example by taking on more properties, to stay solvent	High. <i>FYE</i> , First-tier Tribunal para 114	Accounts; cash flow; business plan	
B1.3	The provider depends on loans or "donations" from the landlord, developer or connected parties	High. <i>FYE</i> , para 15(c) and (d)	Accounts, related party notes; loan agreements	
B1.4	Money paid out under the head lease comes back to the provider to fund support, so that support may be paid for twice	High. <i>Salford</i> , para 96; <i>FYE</i> , para 15(d)	Accounts; head lease; donation or grant agreements	
B1.5	The provider cannot explain how support that is not eligible for Housing Benefit is funded	Medium. SHP blog (above)	Funding statement	
B1.6	The scheme would not be viable if the eligible rent were reduced to a reasonable level	Medium. SHP blog (above)	Rent build-up; accounts	

B2. Rent setting

Code	Indicator	Weight and source	Evidence to check	Finding
B2.1	Rent set by dividing the head lease rent by the number of units, not from the cost of providing the accommodation	High. <i>FYE</i> , para 15(g); <i>Salford</i> , paras 93 and 94	Rent and service charge build-up (Appendix 8)	
B2.2	Rent significantly higher than reasonably necessary to cover costs	High. <i>Salford</i> , para 62	Build-up; accounts; comparators (Chapter 10)	
B2.3	Rent justified by notional borrowing over an unreasonably short term or at an unreasonably high rate	Medium. <i>Salford</i> , para 63	Build-up; any loan or finance assumptions	
B2.4	Rents well above local supported housing levels, without an explanation in costs or services	Medium. Chapter 10	Comparators; build-up	
B2.5	Tenants charged £15 to £20 a week for ineligible "support" to qualify as exempt, alongside a high lease charge	Medium. Chapter 11, 11.6	Tenancy agreement; charges schedule	

B3. Lease terms and property

Code	Indicator	Weight and source	Evidence to check	Finding
B3.1	Long leases with no break clause, full repairing and insuring terms, and uplifts that pass all the risk to the provider	Medium. <i>FYE</i> , para 14; DWP guidance, paras 126 to 128	Head lease	
B3.2	Head lease rent very high relative to the property's value	Medium. <i>Salford</i> , para 94 (more than 11% of capital value)	Head lease; Land Registry price paid; valuation	
B3.3	Property sold on between connected companies at a large uplift before being leased	High. <i>FYE</i> , para 14	Land Registry title and price paid; Companies House	
B3.4	Lease terms give the owner control over rents, lettings or services, leaving the provider without a landlord's usual freedom	Medium. DWP guidance, paras 130 and 132 (also a managing agent question, Part A step 2)	Head lease; management agreement	
B3.5	Lease negotiated without independent advice for the provider	Low. Chapter 11, Good practice	Board minutes; advice obtained	

B4. Connected parties and governance

Code	Indicator	Weight and source	Evidence to check	Finding
B4.1	The same people control, fund and profit from the provider, the property owner and other linked companies	High. FYE, para 15(a); DWP guidance, para 131	Companies House officers and people with significant control; Charity Commission	
B4.2	Payments to trustees or directors, or a charity or CIC run like a private company	High. FYE, para 15(f)	Accounts; Charity Commission; constitution	
B4.3	Significant profits made by connected individuals or companies at public expense	High. FYE, para 15(e)	Accounts of connected companies	
B4.4	No conflict of interest policy, or conflicts not declared or managed	Medium. DWP guidance, para 131	Policy; register of interests; board minutes	
B4.5	Property agencies, investment companies, care companies and providers intertwined, or a property agency creating or controlling a provider	Medium. SHP blog (above)	Companies House; websites; marketing material to investors	

B5. Support and lettings

Code	Indicator	Weight and source	Evidence to check	Finding
B5.1	Tenants without a genuine need for support, suggesting they were selected to unlock exempt status	High. FYE, para 15(h) and (i); <i>Salford</i> , para 68	Referrals; needs assessments (Appendix 6)	
B5.2	Support not provided as described, or weak or token support	Medium. FYE, para 15(h) and (i); SHP blog (above)	Support plans; activity records (Appendix 7)	
B5.3	Support that exists mainly to qualify as exempt, rather than to meet assessed needs	Medium. SHP blog (above)	Service description; support plans	
B5.4	Rapid growth in properties or tenants without a clear social purpose or referral route	Low. SHP blog (above)	Number of units over time; referral sources	

Part C: Features of a genuine arrangement

These features do not prevent a finding of contrivance, but they are strong evidence against one. Providers should be able to show them; councils should give them proper weight.

Code	Feature	Source	Evidence
C1	Real financial and organisational independence from the property owner, with arm's length relationships	FYE, para 11; <i>Wirral BC v MF</i> [2013] UKUT 291 (AAC)	Companies House; accounts; conflict of interest register
C2	Lease negotiated in the provider's interests, with independent advice, break clauses and a fair share of risk	DWP guidance, paras 126 to 133	Head lease; board minutes
C3	Rent built up from the actual cost of providing the accommodation and services	<i>Salford</i> , paras 54 and 60; Appendix 8	Rent and service charge build-up
C4	A lawful, sustainable funding model for any ineligible support, such as commissioned contracts, grants or fundraising	Chapter 11, 11.6	Funding statement; contracts
C5	Needs assessed before tenants move in, through a council-approved or professional referral route	Chapter 14; Appendix 6	Referrals; assessments
C6	Support documented, tailored and delivered	Chapter 15; Appendix 7	Support plans; activity records
C7	Independent trustees or directors, managed conflicts and no disguised profit distribution	FYE, para 15(f)	Constitution; accounts; minutes
C8	Good governance and financial viability, as DWP describes for legitimate lease-based schemes	DWP guidance, para 133	Accounts; regulator judgments, where registered
C9	Openness: lease, accounts and funding model shared at the start of the relationship	Chapter 11, Finding common ground	Scheme file

Part D: What the indicators do not show

The following are **not** evidence of contrivance on their own. A decision that relies on them alone would be wrong in law.

- **The scheme relies on Housing Benefit.** Most supported housing does (*Salford*, para 66; Chapter 11, 11.6). SHP's position is that Housing Benefit-only funding is not contrivance.
- **The scheme is lease-based.** There is "in principle nothing objectionable about that model" (FYE, para 11; DWP guidance, para 133).
- **A lessor or contractor makes a commercial profit** under a genuine arm's length arrangement (*Wirral BC v MF*).
- **The rent is higher than general needs rent**, where it reflects the genuine higher costs of supported housing (*Salford*, paras 54 and 60).
- **The provider deliberately set the scheme up as exempt accommodation** (*Salford*, para 53).

- **The scheme is not commissioned.** Commissioning is not a condition of exempt status (Chapter 4, 4.2).
- **A single low-weight indicator**, such as rapid growth, without more.

Part E: Weighing the indicators and recording the decision

E1. When closer enquiry is justified. As a guide, closer enquiry is justified where any high-weight indicator is marked **C**, or where several medium-weight indicators are marked **C** and together suggest that the arrangement, rather than tenants' needs, explains the liability. This is SHP advice, not a legal threshold.

E2. The process.

Order	What to do	Source
1	Answer the Part A questions first	Chapter 11, 11.3
2	Use public sources: Companies House, the Charity Commission, the Regulator of Social Housing and Land Registry	DWP guidance, para 131
3	Request only the further information that is reasonably required, explaining why	Regulation 86; Appendix 9
4	Find the facts, with the evidence for each, on the balance of probabilities	FYE, paras 25 and 35
5	Put the concerns to the claimant and, with consent, the provider, and consider the response	Chapter 11, 11.6
6	Consider whether another tool deals with the concern more proportionately; if the evidence shows contrivance, regulation 9(1)(l) applies	Salford, para 58
7	Make the evaluative judgment on the arrangement as a whole, at the time the liability was created	FYE, paras 16 and 26
8	Before any refusal takes effect, involve housing options and commissioners to protect tenants	Chapter 11, 11.6
9	Notify each tenant, with reasons and appeal rights	Chapter 19; Appendix 10

E3. Decision record.

Field	Entry
Scheme, provider and property owner	
Date the liabilities under review were created	
Part A questions: outcome of each	
Indicators marked C, with the evidence for each	
Indicators marked E, and the explanation accepted	

Field	Entry
Part C features present	
Concerns put to the claimant and provider, date, and response	
Other tools considered, and why they do or do not deal with the concern	
Evaluative judgment, with reasons, on the arrangement as a whole	
Plan for tenants	
Decision-maker and date	

Part F: Worked example

Both schemes are fictional. Each has five-bedroom shared houses for single homeless people, leased from a private owner and with a similar rent. They show how the same model can be genuine in one case and contrived in another.

Feature	Scheme A	Scheme B
Provider	Registered charity with independent trustees, operating for 12 years	CIC set up 18 months ago; its director is also a director of the property owner
Property	Owned by an unconnected private landlord since 2015	Bought by one company and sold the same month to a connected company at a 60% uplift, then leased
Lease	Ten years, break clause at year five, CPI uplift with a cap, landlord responsible for structural repairs	25 years, no break clause, full repairing and insuring, uplifts of RPI plus 1%
Rent setting	Built up from costs (Appendix 8 model)	Head lease rent divided by five, plus a fixed "management fee"
Funding of ineligible support	Commissioned floating support and charitable fundraising	Annual "donation" from the property owner, without which the CIC would be insolvent
Referrals	Council-approved referral route; needs assessed before move-in	Self-referrals and referrals from a property agency; no assessments on file
Governance	Conflict of interest policy; no payments to trustees	Director's fees paid by the CIC; no conflict register
Indicators marked C	None. B3.1 and B5.4 marked E	B1.1, B1.3, B1.4, B2.1, B3.1, B3.3, B4.1, B4.2, B5.1
Outcome	No contrivance enquiry needed. Ordinary scheme review (Chapter 13)	Closer enquiry justified. Part A steps 2 and 3 should be considered first, then the evaluative judgment under regulation 9(1)(l)

In Scheme B, the funding of support from the owner's donation alone mirrors the fact found sufficient in *FYE* (First-tier Tribunal, para 114). The council would still need to find the facts on evidence, put its concerns to the tenants and the provider, and make the judgment on the arrangement as a whole.

Appendix 12: Model Local Protocol

This appendix provides a model local protocol, or memorandum of understanding, between a council's Housing Benefit team, its other teams and the supported housing providers in its area. It puts Chapter 17 into practice and draws together the templates in Appendices 4 to 11. It has six parts:

- **Part A:** the model protocol
- **Part B:** schedule of timescales
- **Part C:** schedule of named contacts
- **Part D:** provider sign-up statement
- **Part E:** model tenant authority
- **Part F:** annual review checklist

What a protocol can and cannot do.

A protocol can	A protocol cannot
Make requests for information clearer, earlier and more consistent	Extend what the council can require beyond what is "reasonably required" (regulation 86(1); Chapter 12)
Settle in advance what evidence the council will want to see for a scheme	Bind the council on a particular claim, which must be decided on its own facts (DWP guidance, para 210)
Set target times and named contacts	Change the statutory time limits for decisions, revisions and appeals
Provide an escalation route for disagreements	Replace the rights to a revision and an appeal (Chapter 20)
Say what information is shared, why and how	Override data protection law (Chapter 12, 12.6; Appendix 13)
Adopt shared reference points, such as this manual	Add conditions of entitlement, such as minimum support hours or a requirement that every scheme is commissioned (Chapter 16)

SHP's position. A protocol is the clearest way for a council and its providers to commit to non-adversarial working. It should be short, practical and agreed with providers, not imposed on them. Both sides should be able to point to it when things go wrong, and both should review it each year.

Using the model. Text in [square brackets] is to be completed or deleted. Clauses can be shortened or merged to suit local arrangements. In two-tier areas, the county council should be a party (DWP guidance, paras 149 and 209). The protocol is not intended to be legally binding, and should say so.

Part A: Model protocol

[Council name] Supported Housing Benefit Protocol

Version: [number] | **Agreed:** [date] | **Review date:** [date, 12 months later]

1. Parties

1.1 This protocol is agreed between:

- [Council name], through its Housing Benefit, commissioning, housing options and homelessness, and [supported housing strategy and licensing] teams
- [County council name], through its adult social care, children's services and commissioning teams [two-tier areas only]
- the supported housing providers that sign the statement in Part D

2. Purpose and shared aims

2.1 The purpose of this protocol is to support timely, consistent and lawful Housing Benefit decisions on claims from tenants of supported housing in [area], and to make the process as simple as possible for tenants, providers and the council.

2.2 The parties share these aims:

- tenants who are secure in a home that meets their needs, with the support they need to keep it
- public money that pays for real services at a reasonable cost
- good providers who can plan ahead, invest in their schemes and stay viable
- poor practice that is identified and dealt with, so that it does not harm tenants or the reputation of the sector
- decisions that are timely, consistent, well-reasoned and right first time

3. Principles

3.1 The parties will work together in a non-adversarial way. Decision making is "a co-operative process of investigation" in which the council asks for what it needs and the claimant, usually through the provider, supplies what they reasonably can (*Kerr v Department for Social Development* [2004] UKHL 23, para 62).

3.2 The council will ask only for information that is reasonably required to decide entitlement, will use information it already holds or can obtain from public sources first, and will explain why each item is needed (regulation 86(1); Appendix 9).

3.3 Providers will answer requests fully and promptly, say clearly where information does not exist, and raise concerns early.

3.4 Each claim will be decided on its own facts. Scheme-level findings will be recorded once on the scheme file and applied to each claim, without asking for the same evidence again.

3.5 The parties adopt [the SHP HB Supported Housing Good Practice Manual / relevant chapters] as a shared reference point for the law and good practice, and will apply the law where any guidance differs from it.

3.6 Nothing in this protocol affects any person's statutory rights, including the rights to ask for reasons, a revision or an appeal.

4. Status

4.1 This protocol is a statement of good practice. It is not legally binding and does not create conditions of Housing Benefit entitlement. It does not bind the council's decision on any claim.

5. Roles and responsibilities

5.1 The parties' roles are set out below.

Party	Responsibilities under this protocol
Housing Benefit team	Decides claims; keeps the scheme file; makes proportionate requests; issues reasoned decisions; names a specialist contact
Commissioning	Shares information on commissioned services and how support is funded, so that providers are not asked for it twice (DWP guidance, para 160)
Housing options and homelessness	Makes referrals within the agreed referrals framework, including under any strategy for moving households from temporary accommodation into supported exempt accommodation
Adult social care and children's services	Shares assessments and care information where lawful and needed; takes part in safeguarding
Strategy and licensing lead	Uses Housing Benefit information in the supported housing strategy review; plans the link between licensing and Housing Benefit (Supported Housing (Regulatory Oversight) Act 2023, section 2)
Providers	Keep the scheme evidence pack up to date; work within the referrals framework; assess needs and keep proportionate records; obtain tenants' written authority; name a contact for each scheme

6. New schemes and significant changes

6.1 A provider planning a new scheme, or a significant change to an existing one, will contact the Housing Benefit contact before tenants move in and share a draft scheme evidence pack (Appendix 4).

6.2 The council will give an early view on the pack and on any further evidence it is likely to need, within the time in Part B. An early view is not a decision on entitlement. Where the scheme opens as described, the council will not reopen points it has accepted without a reason.

6.3 A significant change includes a change of landlord, lease, owner, service model, staffing model or client group, or a rent increase above [x] %.

7. Scheme evidence

7.1 The council will keep a scheme file for each scheme, recording the evidence held, the findings made and the reasons (Chapter 13).

7.2 Scheme evidence will be provided once, then reviewed each year or when something changes. The annual review will ask only for what has changed, using Appendix 4.

7.3 Rents and service charges will be set out in the format in Appendix 8.

8. Claimant evidence

8.1 For each new claim, the provider will supply the core documents in Appendix 5: the tenancy or licence, the referral, the needs assessment, the support plan and the tenant's written authority.

8.2 Evidence that support is delivered will normally be a summary activity record (Appendix 7) and plan reviews. Full case notes will not normally be requested.

9. Referrals

9.1 Referrals will be made through the council-approved referrals framework at [link or reference].

9.2 Referrals from housing options are appropriate for homeless people with additional needs, including under [the council's temporary accommodation to exempt accommodation strategy].

9.3 Self-referrals are accepted only in emergencies, or where a "hard to reach" group will not engage with statutory services, and only from providers working within this referrals framework. The provider will notify [team] within [x] working days and complete a needs assessment.

10. Requests for information

10.1 Requests will follow the model in Appendix 9, name the decision to be made, say what the council already holds, give reasons and allow at least one month.

10.2 All the questions on a claim or scheme will be put in one request where possible.

10.3 A provider that needs more time will ask before the deadline and say why.

11. Decisions and notifications

11.1 Decisions will be notified to each tenant, with reasons and appeal rights, following the model in Appendix 10.

11.2 A copy will be sent to the provider where the tenant has given written authority (Part E). Scheme-level reasons may be set out in a common schedule, which will contain no personal information about any individual tenant.

11.3 For significant scheme-level issues, the council will send a "minded to" letter and allow two weeks for comments before deciding (Chapter 19, 19.1).

11.4 Suspension will be used only where justified, limited to the part and the claims affected, and for the shortest time (Chapter 18).

12. Information sharing

12.1 Personal data will be shared between the parties only for the purposes in this protocol, on a lawful basis and limited to what is necessary, as set out in the data sharing agreement at Appendix 13.

13. Visits

13.1 Housing Benefit visits to schemes will normally be arranged with at least five working days' notice, confirmed in writing, with the purpose, the areas to be seen and any tenants who have agreed to meet (Chapter 22). Housing Benefit visits are voluntary and will not be made unannounced. Unannounced visits are for bodies with powers to make them, such as environmental health where the law allows.

14. Named contacts and provider forum

14.1 Each party will name a contact and a deputy, listed in Part C, and will update the list when they change.

14.2 The council will hold a provider forum [quarterly] to explain its approach, share changes in law and guidance and hear common problems. Individual claims and personal data will not be discussed at the forum.

15. Resolving disagreements

15.1 Where the parties disagree about a scheme or claim, they will use these stages, within the times in Part B:

1. **Officer to officer:** the named contacts discuss the point and the evidence
2. **Specialist review:** a team leader or specialist officer reviews the point with the provider's manager
3. **Service manager meeting:** the Housing Benefit manager and the provider's senior manager meet, with commissioning or housing colleagues where relevant
4. **Formal routes:** the council makes or confirms its decision with reasons, and the tenant can ask for a revision or appeal

15.2 Informal discussion does not stop the statutory time limits. Where a decision has been made, the tenant or provider will ask for a revision within time and say that discussions are continuing.

15.3 Agreed outcomes will be recorded on the scheme file, so the same point is not argued again.

16. Concerns about a scheme

16.1 Where the council has concerns that a scheme may have been set up to take advantage of the Housing Benefit scheme, it will use the indicators in Appendix 11, put its concerns to the provider and tenants, and involve housing options and commissioners before any refusal takes effect.

16.2 Any party with a safeguarding concern will follow [the local safeguarding procedures] straight away. This protocol does not delay safeguarding action.

17. Monitoring and review

17.1 The parties will review this protocol each year, using Part F, and publish the updated version.

18. Signatures

Party	Name and role	Signature	Date
[Council] Housing Benefit			
[Council] Commissioning			
[Council] Housing options			
[County council] [two-tier areas]			

Providers sign up using Part D.

Part B: Schedule of timescales

Timescales marked "Law" are statutory. Those marked "SHP advice" are suggested targets that can be adjusted locally.

Step	Timescale	Basis
Acknowledge contact about a new scheme	5 working days	SHP advice
Early view on a draft scheme evidence pack	20 working days	SHP advice
Provider response to an information request	At least one month, or longer where reasonable	Law: regulation 86(1)

Step	Timescale	Basis
Decide a claim	Within 14 days of having the information needed, or as soon as reasonably practicable	Law: regulation 89(2)
Payment on account of a rent allowance	Where a claim cannot be decided within 14 days, unless the claimant has failed without good cause to provide information	Law: regulation 93
Notify a decision on a claim	Forthwith, or as soon as reasonably practicable	Law: regulation 90(1)
Written statement of reasons	Within 14 days of the request, or as soon as reasonably practicable	Law: regulation 90; Decisions and Appeals Regulations 2001, regulation 10
Comments on a "minded to" letter	Two weeks	SHP advice
Restore payment after a suspension is resolved	So far as practicable, within 14 days	Law: Decisions and Appeals Regulations 2001, regulations 12 and 13(5)
Each informal escalation stage	10 working days	SHP advice
Notice of a Housing Benefit visit	At least 5 working days	SHP advice
Annual scheme review	Each year, on the anniversary of the scheme file	SHP advice
Provider forum	[Quarterly]	Local choice
Protocol review	Each year	SHP advice

Part C: Schedule of named contacts

Party	Contact and role	Deputy	Telephone and email
Housing Benefit, supported housing			
Housing Benefit, team leader (escalation stage 2)			
Housing Benefit, service manager (escalation stage 3)			
Commissioning			
Housing options			
Adult social care			
Strategy and licensing			
[Provider name]			

Part D: Provider sign-up statement

"[Provider name] has read the [Council name] Supported Housing Benefit Protocol, version [number], and agrees to work in line with it. We will keep our scheme evidence pack up to date, work within the council's referrals framework, obtain our tenants' written authority, respond to reasonable requests within the agreed times, and raise concerns early through the named contacts. We understand that the protocol does not affect any tenant's statutory rights, and does not bind the council's decision on any claim."

Field	Entry
Provider name and registration	
Schemes covered	
Named contact and deputy	
Signed by, role and date	

Part E: Model tenant authority

Providers should ask tenants to complete this at sign-up, explain it in plain language and review it when circumstances change (Chapter 19, 19.3). It does not make the provider a "person affected"; the tenant remains the claimant and the appellant.

"I, [tenant name], of [address], give [provider name] permission to:

- give the council information and evidence for my Housing Benefit claim
- receive copies of letters and decisions about my Housing Benefit claim
- ask the council for reasons, or to look at a decision again, on my behalf
- help me to appeal, in my name

I understand that I can withdraw this permission at any time by telling [provider name] or the council. I understand that the council will use my information only for my Housing Benefit claim and as set out in its privacy notice."

Field	Entry
Tenant signature and date	
Appointee, attorney or deputy, if any	
Provider witness and date	
Review date	

Part F: Annual review checklist

Question	Evidence	Findings
Are new claims decided within the Part B timescales?	Average and longest time to decide	
How many information requests were made, and how many repeated evidence already held?	Sample of requests	

Question	Evidence	Findings
How many payments on account and suspensions were made, and for how long?	Benefit system reports	
How many revisions and appeals were made, on what points, and with what outcome?	Revision and appeal log	
How many disagreements reached escalation stages 2 and 3, and were they resolved?	Escalation log	
Are scheme files and annual reviews up to date?	Scheme file audit (Chapter 22)	
Are named contacts and the referrals framework current?	Parts C and D	
Did the provider forum meet as planned, and what issues were raised?	Forum notes	
Has the law, guidance, licensing or the supported housing strategy changed?	Policy update	
What changes should be made to the protocol?	Agreed actions	

Appendix 13: Data Sharing Agreement Template

This appendix provides a template data sharing agreement for the routine sharing of personal data about supported housing tenants between a council's Housing Benefit team, its other teams and providers. It sits alongside the local protocol in Appendix 12 (clause 12) and puts Chapter 12 (12.6) into practice. It has six parts:

- **Part A:** the model agreement
- **Part B:** data specification
- **Part C:** model privacy information for tenants
- **Part D:** security, transfer and retention schedule
- **Part E:** individual rights and breach procedure
- **Part F:** checklist before signing

Why an agreement. A data sharing agreement is not a legal requirement in itself, but the Information Commissioner's statutory data sharing code describes it as good practice. It sets out the purpose of the sharing, what happens to the data at each stage, and each party's role ([ICO, Data sharing agreements](#)). The code says an agreement should state who the controllers are, the purpose, the data items, the lawful basis for each party, any special category data, and how individual rights and access requests will be handled.

The law in brief.

Point	What it means for supported housing	Source
Data protection principles	Data must be processed lawfully, fairly and transparently, limited to what is necessary, accurate, kept no longer than necessary and kept secure	UK GDPR, Article 5
Lawful basis: councils	Claim information is usually processed for a public task	UK GDPR, Article 6(1)(e)
Special category data	Health and support information needs a condition, usually statutory purposes and substantial public interest for councils	UK GDPR, Article 9; Data Protection Act 2018, Schedule 1, para 6
Lawful basis: providers	Providers identify their own basis and condition; they share claim evidence with the tenant's written authority	Chapter 12, 12.6
Confidentiality of Housing Benefit information	A person employed in social security administration commits an offence if they disclose information about a particular person "without lawful authority". Lawful authority includes disclosure under an enactment and with the consent of the appropriate person	Social Security Administration Act 1992, section 123 , subsections (1) and (9)
Anonymised summaries	Disclosing a summary framed so that no individual can be identified is not an offence under section 123	Section 123(3)(a)
Reuse within the council	Housing Benefit information cannot be reused for another council function, such as commissioning, unless the law provides a gateway or the claimant consents. DWP's former guidance said this applies even where the same officer does both jobs	DWP, Local authority data sharing guide (now withdrawn)
Statutory gateway	Councils may use and share Housing Benefit and welfare services information with other qualifying persons for prescribed purposes, and pass it to providers of welfare services, which include accommodation and support for people with particular needs	Welfare Reform Act 2012, section 131 and regulations under it
Breaches	A notifiable personal data breach must be reported to the ICO within 72 hours of becoming aware of it	UK GDPR, Article 33

SHP's position. Data protection is not a reason for a provider to refuse a reasonable request, or for a council to demand everything. The agreement should make sharing routine where it is lawful and needed, and stop it where it is not. In supported housing, most of what the council needs about a scheme contains no personal data at all, and should be shared that way.

Using the template. Text in [square brackets] is to be completed or deleted. Each party's data protection officer should review the agreement before it is signed. This template is a starting point, not legal advice, and councils should check the gateways they rely on with their own legal and information governance teams.

Part A: Model agreement

[Council name] Supported Housing Data Sharing Agreement

Version: [number] | **Agreed:** [date] | **Review date:** [date, 12 months later]

1. Parties and their roles

1.1 The parties are [council name], [county council name, two-tier areas only] and the providers listed in the signature schedule.

1.2 Each party is a separate controller of the personal data it holds, before and after sharing. The parties are not joint controllers, and no party processes data on behalf of another under this agreement.

1.3 Each party names a data protection officer or lead contact in clause 19.

2. Purpose

2.1 The purposes of the sharing are to:

- decide and pay Housing Benefit claims from tenants of supported housing correctly and promptly
- avoid repeated requests for information that a party already holds
- make and monitor referrals into supported housing within the agreed referrals framework
- protect tenants, including from the loss of their homes and from harm
- support the council's supported housing strategy, using information that does not identify individuals

2.2 No party will use shared data for any other purpose, unless the law allows it and the other party is told.

3. Lawful basis and legal powers

3.1 Each party relies on the lawful bases and conditions set out below. Each party is responsible for confirming its own.

Party	Lawful basis (Article 6)	Special category condition (Article 9)	Legal power or gateway
Housing Benefit team	Public task, 6(1)(e)	Substantial public interest, statutory purposes (DPA 2018, Sch 1, para 6)	Housing Benefit Regulations 2006, including regulation 86; tenant consent for disclosure to the provider (SSAA 1992, s.123(9))

Party	Lawful basis (Article 6)	Special category condition (Article 9)	Legal power or gateway
Commissioning, housing options and social care	Public task, 6(1)(e)	[As above, or as identified by the council]	[The relevant statutory functions; WRA 2012, s.131 for Housing Benefit information, where a prescribed purpose applies]
Providers	[Legitimate interests, 6(1)(f), or contract, 6(1)(b), or consent, 6(1)(a)]	[Explicit consent, 9(2)(a), or another condition identified by the provider]	Tenant's written authority (Appendix 12, Part E)

3.2 Where a party relies on consent, it will use the model in Appendix 12, Part E, explain it in plain language, record it, and stop sharing when it is withdrawn.

4. What will be shared

4.1 The data to be shared, by whom, with whom and how often, is set out in Part B. Nothing outside Part B will be shared routinely.

4.2 Scheme-level information, such as service descriptions, staffing models, leases and rent build-ups, will not include tenants' personal data.

5. Special category and criminal offence data

5.1 Health, support needs and offending history will be shared only where needed for the purpose, in summary form wherever possible, and only with staff who need it.

6. Transparency

6.1 Each party will tell tenants, in its privacy notice and at sign-up, what is shared, with whom and why. Providers will use the model in Part C.

7. Data minimisation and accuracy

7.1 The parties will share the minimum personal data that answers the question. Providers will send summaries, extracts or redacted documents where full records are not needed (Chapter 12, 12.6).

7.2 Each party will correct inaccurate data and tell the other party of any correction to shared data.

8. Security and transfer

8.1 Data will be transferred and held only by the methods in Part D.

8.2 Access will be limited to named roles that need it, and those staff will have had data protection training.

9. Retention and deletion

9.1 Each party will keep shared data only for the periods in Part D and then delete it securely.

10. Individual rights

10.1 Each party remains responsible for responding to requests made to it, including subject access requests, using the procedure in Part E. The parties will help each other to respond within the legal time limits.

11. Freedom of information

11.1 A council that receives a freedom of information request for information supplied by a provider will consult the provider before disclosure, where practicable, and consider any commercial sensitivity.

12. Personal data breaches

12.1 A party that becomes aware of a breach involving shared data will tell the other party's contact within [24 hours], using the procedure in Part E. Each controller decides whether it must notify the ICO and affected tenants.

13. Data protection impact assessment

13.1 The council will carry out or review a data protection impact assessment before the sharing starts and when it changes significantly.

14. Sharing for other reasons

14.1 Nothing in this agreement prevents sharing that the law requires or allows for other reasons, including safeguarding, the prevention or detection of crime, or fraud investigation. That sharing is outside this agreement and follows the relevant procedures.

15. Joining and leaving

15.1 A provider joins by signing the schedule. A party may leave by giving [one month's] written notice. Clauses 9, 10 and 12 continue to apply to data already shared.

15.2 The council may suspend sharing with a party that does not comply with this agreement, after raising the concern and allowing a reasonable time to put it right.

16. Complaints

16.1 Complaints from tenants about the sharing will be dealt with by the party that receives them, with the help of the other party where needed. Tenants can also complain to the ICO.

17. Review

17.1 The parties will review this agreement each year, alongside the local protocol (Appendix 12, Part F).

18. Status

18.1 This agreement records how the parties will meet their obligations. It does not change any party's legal duties, which continue to apply in full.

19. Contacts and signatures

Party	Data protection officer or lead	Signature	Date
[Council]			
[County council, two-tier areas]			

Party	Data protection officer or lead	Signature	Date
[Provider]			

Part B: Data specification

Flow	From	To	Data items	Purpose	Frequency
B1	Provider	Housing Benefit	Tenancy, referral, needs assessment summary, support plan, tenant authority (Appendix 5)	New claim	Each new claim
B2	Provider	Housing Benefit	Summary activity record and plan reviews (Appendix 7)	Evidence that support is delivered	On review or request
B3	Provider	Housing Benefit	Scheme evidence pack (Appendix 4); no tenant personal data	Scheme file	Once, then annual review
B4	Provider	Housing Benefit	Notice that a tenant has moved in or out, with dates	Change of circumstances	Within [x] working days
B5	Housing Benefit	Provider	Copies of decisions and claim status, where the tenant has given authority (Appendix 10)	Help the tenant with the claim; manage the tenancy	Each decision
B6	Housing options	Provider	Referral information needed to assess the tenant	Referral	Each referral
B7	Commissioning	Housing Benefit	Whether support is commissioned, and how it is funded, at scheme level	Avoid repeat requests (DWP guidance, para 160)	Once, then on change
B8	Housing Benefit	Commissioning, strategy and licensing	Number of schemes, units, providers and rents, with no individual identifiable	Supported housing strategy	Annually
B9	Housing Benefit	Commissioning or social care	Personal data about a tenant's claim	[Only with the tenant's consent or under a statutory gateway, for a stated purpose]	Case by case

Part C: Model privacy information for tenants

Providers can adapt this text for their sign-up pack. It should be explained in plain language, and offered in easy read where needed.

"How we share your information for Housing Benefit. To help you claim Housing Benefit, we will share some information about you with [council name]. This includes your tenancy, your rent, the date you moved in, and a summary of your support needs and support plan. We only share what the council needs to decide your claim. With your permission, the council will send us copies of letters about your claim, so that we can help you with them.

We keep your information securely and only for as long as we need it. You can ask to see the information we hold about you, and ask us to correct it. You can withdraw your permission for us to act for you at any time. If you are unhappy with how we use your information, please contact [name], or you can complain to the Information Commissioner's Office."

Part D: Security, transfer and retention schedule

Topic	Arrangement
Transfer method	[Secure email (for example, encrypted or via a secure portal), or the council's evidence upload portal]. No personal data by unencrypted email or post without tracking
Storage	Council: benefit system and document management system. Provider: [case management system]. No storage on personal devices
Access	Named roles only, listed by each party
Redaction	Provider redacts personal data the council does not need before sending
Retention: claim evidence	[x years after the claim ends], in line with the council's retention schedule, including subsidy audit and appeal periods
Retention: scheme file	While the scheme operates, then [x years]
Retention: decision copies held by provider	While the tenancy lasts and any challenge is possible, then [x years]
Deletion	Secure deletion or destruction, recorded

Part E: Individual rights and breach procedure

Event	What the receiving party does	Time
Subject access request	Respond for the data it holds; tell the other party if shared data is involved	One month, extendable where the law allows
Request to correct data	Correct and tell the other party if the data was shared	Without undue delay
Tenant withdraws authority	Stop sharing under the authority; tell the other party	Within [2] working days
Personal data breach	Contain it; tell the other party's contact; each controller assesses whether to notify the ICO and tenants	Other party: within [24 hours]. ICO, where notifiable: within 72 hours

Event	What the receiving party does	Time
Complaint about sharing	Investigate and respond; involve the other party where needed	In line with each party's complaints procedure

Part F: Checklist before signing

Check	Done
The purpose of each data flow is stated precisely	☐
Each party has identified its own lawful basis and, where needed, its special category condition	☐
The council has identified the legal gateway or consent for any reuse of Housing Benefit information outside Housing Benefit	☐
Scheme-level flows contain no tenant personal data	☐
Flows to the strategy and licensing team are anonymised summaries	☐
The tenant authority and privacy information are in plain language and easy read is available	☐
Transfer, storage and access arrangements are agreed	☐
Retention periods are filled in and match each party's retention schedule	☐
A data protection impact assessment has been carried out or reviewed	☐
Each party's data protection officer has reviewed the agreement	☐
The agreement is linked to the local protocol and reviewed with it	☐

Appendix 14: Further Reading and supportedhousing.blog Resources

This appendix lists the main sources used in this manual, grouped by type, with the chapters they relate to. Case law is listed separately in Appendix 1, and the DWP guidance is cross-referenced paragraph by paragraph in Appendix 3. Links were checked in October 2026. Legislation links go to the latest version on legislation.gov.uk, which may not show amendments that are not yet in force; for exempt accommodation, the provisions preserved by Schedule 3 to the Consequential Provisions Regulations 2006 must be read alongside the current regulations (Chapter 2).

14.1 Supported Housing People resources

SHP publishes its views, updates and practice briefings at supportedhousing.blog. The posts below are the most relevant to this manual. Where a post and this manual differ, the manual reflects SHP's current position.

Theme	SHP post	Chapters
Rent reasonableness	Rent Reasonableness in Exempt Accommodation: What the Case Law Actually Says (October 2026)	10
More than minimal	The "More Than Minimal" Myth (August 2026)	8, 16
Intensive housing management	Intensive Housing Management and Maintenance are Support, Supervision and Sufficient (May 2026)	6, 7

Theme	SHP post	Chapters
Intensive housing management	What's the Difference between Intensive Housing Management and Maintenance, and "Care, Support or Supervision"? (April 2026)	6, 7
Care, support or supervision	What is "Care, Support or Supervision", and can it be Funded through Enhanced Housing Benefit? (April 2025)	6, 9
Contrivance	The End of the Property-Led Exempt Accommodation Contrivance? (April 2026)	11; Appendix 11
Regulation and licensing	SHROA: Progress Made: But the Job Isn't Finished (April 2026)	1, 17
Regulation and licensing	What was the impact of Supported Housing People's coproduced SHROA Consultation response? (April 2026)	1, 17
Regulation and licensing	The Supported Housing (Regulatory Oversight) Act 2023 (April 2023)	1, 17
DWP guidance	Claiming Enhanced Housing Benefit and the DWP Housing Benefit Guidance for Supported Housing Claims (November 2023)	3; Appendix 3
Claims in practice	Help With Claiming Enhanced Housing Benefit (September 2024)	13, 14
Claims in practice	Problems Claiming Enhanced Housing Benefit? (October 2021)	16, 20
Qualifying landlords	Why are some local authorities restricting enhanced Housing Benefit payments to charities and voluntary agency supported housing providers? (May 2021)	5
Exempt accommodation	The Exempt Accommodation Inquiry Report (October 2022)	1, 11
Exempt accommodation	The Problems with Exempt Accommodation (April 2022)	1, 11
Exempt accommodation	Exempt Accommodation, Specified Accommodation and Intensive Housing Management (May 2020)	2, 7
National Statement of Expectations	The National Statement of Expectations for Supported Housing (October 2020)	14, 17
Defining supported housing	What is "Supported Housing"? (Part 1) and (Part 2): Defining it (May 2020)	1
Funding	Funding Supported Housing (June 2020)	1, 10

Other SHP pages.

- [Enhanced Housing Benefit](#): SHP's overview of enhanced Housing Benefit for supported housing
- [The Exempt Accommodation Project](#): SHP's partnership model connecting council-approved supported housing providers with registered providers, to support sustainable funding, governance and compliance
- [Supported Housing Consultancy](#): SHP's consultancy services

14.2 Legislation

Resource	What it covers	Chapters
Housing Benefit Regulations 2006	The main rules, including liability (reg 9), eligible rent (reg 12), information (reg 86), decisions (regs 89 and 90) and payment (regs 92 to 96)	2, 12, 18, 19
Housing Benefit Regulations 2006, Schedule 1	Ineligible service charges, including fuel	9
Housing Benefit Regulations 2006, Schedule 9	Contents of decision notices	19; Appendix 10
Housing Benefit and Council Tax Benefit (Consequential Provisions) Regulations 2006, Schedule 3	Preserved rules for exempt accommodation, including alternative regulations 12 and 13	2, 10
Housing Benefit and Council Tax Benefit (Decisions and Appeals) Regulations 2001	Persons affected, revisions, supersessions, suspension and statements of reasons	18, 19, 20
Tribunal Procedure (First-tier Tribunal) (Social Entitlement Chamber) Rules 2008	Appeals to the First-tier Tribunal	20
Tribunal Procedure (Upper Tribunal) Rules 2008	Appeals to the Upper Tribunal	20
Social Security Administration Act 1992	Recovery of overpayments (s.75) and confidentiality of benefit information (s.123)	13, 21; Appendix 13
Child Support, Pensions and Social Security Act 2000, Schedule 7	Housing Benefit decisions and appeals	2, 20
Supported Housing (Regulatory Oversight) Act 2023	Supported housing strategies, standards, licensing and information sharing	1, 17
Housing Act 2004	Housing conditions and powers of entry	13, 22
Care Act 2014, section 42	Safeguarding enquiries	22
Data Protection Act 2018	Data protection, including the conditions for special category data	12; Appendix 13
Welfare Reform Act 2012, section 131	Information sharing for welfare services and Housing Benefit	Appendix 13
Gas Safety (Installation and Use) Regulations 1998, regulation 36	Landlords' gas safety checks	13

14.3 DWP guidance

Resource	What it covers	Chapters
Housing Benefit guidance for supported housing claims	DWP's main guidance on supported housing claims, updated 1 April 2026	3; Appendix 3

Resource	What it covers	Chapters
Housing Benefit Guidance Manual, A4: Eligible rent	Eligible rent, service charges, council tax included in rent and water charges	9, 10; Appendix 8
Housing Benefit overpayments guide, Part 4	Recovery of overpayments	21
Housing Benefit subsidy guidance manual 2025 to 2026	Subsidy rules, including reduced subsidy where an eligible rent is restricted or above the subsidy limit	10, 18
Circular S11/2011: Risk-based verification	Different levels of checks according to risk	12
Local authority data sharing guide (withdrawn)	Use and sharing of social security information by councils	Appendix 13

14.4 Government policy and regulation

Resource	What it covers	Chapters
Supported housing: National Statement of Expectations	Government expectations for planning, commissioning and oversight of supported housing	14, 17
Supported housing regulation consultation: government response	Plans for National Supported Housing Standards and licensing linked to Housing Benefit	1, 17
Exempt accommodation: government response to the Select Committee report (June 2023)	Government response to the Levelling Up, Housing and Communities Committee inquiry	1, 11
Levelling Up, Housing and Communities Committee, Exempt Accommodation report (October 2022)	Parliamentary inquiry into exempt accommodation	1, 11
Regulator of Social Housing, Lease-based providers of specialised supported housing (April 2025)	Governance and viability risks in lease-based provision	5, 11
Regulator of Social Housing, Safety and Quality Standard	Consumer standard for registered providers, in force from 1 April 2024	13
Providing supported accommodation for children and young people	Regulation of supported accommodation for looked-after children and care leavers aged 16 and 17	13
Electrical safety standards in the private and social rented sectors	Landlords' electrical safety duties	13

14.5 Research and evidence

Resource	What it covers	Chapters
Supported Housing Review 2023 (Sheffield Hallam University)	National evidence on supported housing, including rents, service charges and the share eligible for Housing Benefit	1, 10; Appendix 8
Bristol City Council, written evidence EXA 115 (February 2022)	A council's evidence to the exempt accommodation inquiry, including a rent breakdown	Appendix 8
Risk, Safety and Wellbeing in Shared Exempt Accommodation in Birmingham: Summary (University of Birmingham, 2018)	Research on tenants' experience of shared exempt accommodation	1, 14; Appendix 6

14.6 Data protection

Resource	What it covers	Chapters
ICO, Data sharing: a code of practice, data sharing agreements	What a data sharing agreement should contain	Appendix 13
ICO, A guide to the data protection exemptions	Exemptions, including for crime and taxation risk assessment systems	12

14.7 Finding case law

Resource	What it covers
Administrative Appeals Tribunal decisions	Upper Tribunal (Administrative Appeals Chamber) decisions, searchable by subject, including Housing Benefit
Find Case Law, The National Archives	Court of Appeal, Supreme Court and other judgments
hbinfo	Housing Benefit case law and commentary, including older Commissioners' decisions
Shelter Legal, Housing Benefit reconsiderations and appeals	A practitioner guide to challenging Housing Benefit decisions

Keeping up to date. The law in this area is changing, particularly as the Supported Housing (Regulatory Oversight) Act 2023 is brought into force and new Upper Tribunal decisions are published. SHP posts updates at supportedhousing.blog, and this manual will be updated as the licensing regulations, the National Supported Housing Standards and new case law take effect.