



IN THE HIGH COURT OF JUSTICE  
KING'S BENCH DIVISION  
ADMINISTRATIVE COURT

AC-2025-LON-003214

6 March 2026

Before:

JOHN HALFORD  
sitting as a Deputy High Court Judge

-----

BETWEEN:

The King  
(on the application of HPQ)

Claimant

-and-

LONDON BOROUGH OF CAMDEN

First Defendant

-and-

ST MUNGO'S CHARITY & HOUSING ASSOCIATION

Second Defendant

Hearing date: 18 December 2025

The Claimant, Ms HPQ, a litigant in person  
Ms Godfrey, Counsel for the First Defendant  
No appearance by the Second Defendant

## **Judgment**

**John Halford sitting as a Deputy High Court Judge**

### Introduction

1. Should permission should be granted to the Claimant, Ms HPQ, to proceed with her judicial review claim challenging a decision by the First Defendant, the London Borough of Camden ("Camden") that it owed her no further duty as a homeless person?

2. Ms HPQ originally challenged several other actions, decisions and failures in this claim, but when her application for permission was renewed following refusal by another Deputy High Court Judge, His Honour Judge Marquand, she significantly narrowed the focus of the claim to issues concerning the validity of Camden's decision notice including its content, timing and way she was notified, all of which she says breached the Housing Act 1996 ("the 1996 Act"). For its part, Camden maintains that the judicial review claim remains unarguable. It also says that there was delay in bringing the claim and an alternative remedy so permission ought to be refused regardless of the merits. The principal parties' submissions were developed helpfully and economically at a hearing on 18 December 2025. It was also agreed then that hMs HPQ's identity should be anonymised, bearing in mind the sensitive information on which her request for Camden's help is based. I was satisfied abrogation of the open justice principle is appropriate in these circumstances. I reserved judgment because in one important respect this is not a straightforward homelessness case, as I shall explain.

## Background

### *Camden's decisions and actions*

3. Ms HPQ has faced a number of challenges in her life which led to her becoming homeless. She sought Camden's help and it accepted it owed her a duty to accommodate her under section 189B of the 1996 Act which is known as the "relief duty". In summary, it requires local authorities in England to take "reasonable steps" to help any eligible, homeless applicant secure suitable accommodation for a defined time period.
4. The Second Defendant, St Mungo's Charity & Housing Association ("St Mungo's"), has not played an active role in this claim. Its involvement came about because it is the housing association to which Camden then turned to for help with identifying and providing suitable accommodation for Ms HPQ. St Mungo's then housed her on a temporary basis in one of its properties, the Birkenhead Street Hostel ("the hostel"). However, on 29 December 2023, Camden decided that its section 189B duty had "come to an end". A letter for the same date communicating that decision explains that Camden had been obliged to "make an assessment" of her case and had done so by completing an "Assessment and Personalised Plan Form", which would be kept under review and part of the plan had been making a referral to "supported accommodation". According to Camden, that had been agreed by her and provided by St Mungo's, which were reasonable steps taken under the section 189B(2) duty to help secure such accommodation. I note Ms HPQ disputes this. The letter added that section 189B(7) meant the section 189B(2) duty could be brought to an end in circumstances where Ms HPQ had "suitable accommodation available to [her] for at least six months", which applied because the hostel was available as part of Camden's Pathways Hostel Scheme and she had a legal right to occupy it under a licence for more than six months before the move was facilitated into settled supported or independent accommodation. As for suitability, the letter adds that the nature of the accommodation at the hostel had been considered including Ms HPQ having access to her own room and to serve facilities in good condition, the cost was affordable because it was covered by housing benefit, there was no threat of violence or harassment and it was located within Camden. Again,

I note Ms HPQ disputes what Camden says about the accommodation's suitability. The letter added that if she did not continue to occupy accommodation at the hostel, lost it and became homeless, she was likely to be intentionally homeless from Camden's perspective.

5. The 29 December 2023 letter concludes by confirming Ms HPQ had a right to seek a review of the section 189B(7) duty discharge decision under section 202 of the 1996 Act, adding "[p]lease note that rule review request [sic] outside of the time limit will not be considered."
6. The section 202 right to an internal review enables a person who is dissatisfied with a local authority decision of this kind to raise their concerns about it, including by making any legal points. If they do so within the 21-day time limit, the local authority must then complete the review, take a decision giving reasons. If the person seeking a review is dissatisfied with the outcome, they may then appeal it to the County Court on a point of law under section 204. The courts have repeatedly said that the jurisdiction of the County Court when it deals with appeals arising from unwelcome review decisions is very similar to that of the Administrative Court when handling a judicial review. Given this, a review followed by a County Court appeal will generally be an equally effective alternative remedy to judicial review.
7. Ms HPQ has not pursued any review of the 29 December 2023 decision because, amongst other things, she says she never received the letter at the time it was written. There is real force in this. Though Camden says it would have been available for collection from its offices from the date on which it was written, at the hearing it was unable to verify when it was first sent. Ms HPQ says that she was in correspondence with Camden by email at this time and so it would have been aware of her email address as well as her postal address at the hostel, but the letter was never sent to her electronically or by mail. The letter has no postal or email address on it. Camden has not produced any policy or other form of internal guidance indicating that such letters are routinely sent out after being written, or the means that are used.
8. On the face of things, it appears Ms HPQ did not even find out about the decision for almost another year by which point she had complained to Camden about what she considered to be a lack of adequate support. In a letter of 19 November 2024, it replied mentioning that it had no longer owed her any duty and that the time for a review of the 29 December 2023 decision had long since passed. She was not told at this point that she could seek a review out of time, nor did the 19 November 2024 letter append her a copy of the 29 December 2023 letter.
9. Ms HPQ continued to correspond with Camden, pressing it to help her. On 19 June 2025, she wrote enclosing a decision notice from The First-Tier Tribunal (Social Entitlement Chamber) concerning her entitlement to Universal Credit which remarked that her current accommodation was problematic for her mental health and so, she said, unsuitable and harmful. One of Camden's officers, Mr Galasso, wrote back commenting "if you feel your current accommodation is not suitable, the matter should

be discussed with your support worker at [St Mungo's] in the first instance, in order to address any issues you may have in order to possibly reach a suitable solution." Ms HPQ strongly objects to this instruction including because she says Camden could not delegate its duty to provide her with suitable accommodation to St Mungo's.

10. The next significant development was an exchange of correspondence on 3 and 4 September 2025 between Ms HPQ and another Camden officer about accommodation that might be suitable for her in the future, but from Ms HPQ's perspective Camden's approach remained unsatisfactory.

#### The claim and the parties' positions

11. Ms HPQ therefore issued this judicial review claim on 22 September 2025. Interim relief was sought, specifically:

"Interim relief restraining Camden and St Mungo's from (a) treating duty has discharged, (b) entering the Claimant's room without lawful notice/consent, (c) harassment/retaliation, and (d) relocating the claimant unsuitable or out-of-borough placement pending lawful determination.

(b) [sic] interfering lawfully with or altering the condition of the claimant's room or common parts (including pest treatment, deep cleaning, or disposal of items)"

12. The main remedies sought were:

"1. The quashing order in respect of Camden's decision of 1 July 2025 lawfully delegating statutory duties to St Mungo's.

2. A declaration that the housing duty under Part VII Housing Act 1996 remains undischarged.

3. A mandatory order requiring Camden's lawfully re-determine the claimants has position and provide suitable accommodation In Accordance with Statute and the First-tier Tribunal's findings."

13. These remedies were said to be appropriate for several reasons. Firstly, because Mr Galasso had attempted to unlawfully delegate and fetter Camden's housing duties under Part VII of the 1996 Act to St Mungo's by suggesting in correspondence of 1 July 2025 that Ms HPQ support worker ought to help her with future housing solutions. Secondly, Camden had failed to lawfully notify her of any 1996 Act section 189B decision and was failing to provide suitable accommodation on an ongoing basis. Thirdly, Camden's actions in failing to provide suitable safe accommodation then issuing a notice to quit and suggesting Ms HPQ was behaving antisocially, were said to have breached the section 149 Equality Act 2010 public sector equality duty along with the prohibition of victimisation in section 27 and to have amounted to discrimination arising from disability contrary to section 15. Fourthly, Ms HPQ said there had been breaches of the Data Protection Act and 2018 UK GDPR because of the inaccurate information, failures to respond to subject access requests and unlawful disclosure of this

correspondence to a third party, which was also said to be a communal breach of confidence. Fifthly, Ms HPQ said that Camden had committed certain torts or statutory wrongs by unjustly enriching itself by charging for services not delivered and providing substandard accommodation breaching section 11 of the Landlord and Tenant Act 1985 and the Homes (Fitness for Human Habitation) Act 2018 along with the Consumer Rights Act 2015. Last, Ms HPQ said that Camden's actions and failures had breached Articles 3, 6, 8, 14 and Article 1 of Protocol 1 of the European Convention on Human Rights and so the Human Rights Act 1998 which makes those rights enforceable here in the UK. Besides, said Ms HPQ, Camden ought to have discharged its housing duties compatibly with those rights and had not done so.

14. Ms HPQ says there, only after proceedings were issued did she see the 29 December 2023 letter for the first time, as it was forwarded to her on 26 September 2025. This was accepted by Camden in email responding to a draft of this judgment.
15. Returning to the chronology, Camden acknowledged service on 13 October 2025, arguing in its summary Grounds of Defence that permission should not be granted. However, it took a more conciliatory tone in correspondence with Ms HPQ when it wrote again, on 26 September 2025, offering her the opportunity to make a late request for a review of the 29 December 2023 decision and, if one were made, to positively exercise its discretion to consider it. Ms HPQ did not take up this offer as I have already mentioned.
16. When the applications for permission for judicial review and interim relief were referred to His Honour Judge Marquand he refused both in an order of 6 November 2025. By that point, an application to amend the grounds of judicial review to broaden its scope even further, and to join the Greater London Authority and Secretary of State as further co-defendants had been made. The judge refused those applications too. The essence of his decision was that the suggestion Ms HPQ should talk about the future housing needs with her support officer was not a delegation of any of Camden's functions, simply practical advice. As for the issues at the heart of her claim which all really arose from Camden's 29 December 2023 decision that the housing duty was discharged, the judge stated emphatically that this needed to be challenged through the review procedure which Camden had indicated it would facilitate notwithstanding almost two years having passed since the decision was made. That offer and the fact it was not taken up made the claim academic. Besides, there was an alternative remedy in the form of the County Court appeal that could have been pursued was requested in the outcome was unfavourable. As for the comments made by the tribunal, by themselves, these did not oblige Camden to do anything particular.
17. Ms HPQ decided to exercise her right to renew her application for permission for judicial review on this narrow basis explained in her Form 86B:

“The court erred in finding the claim was pleaded by an alternative remedy. That conclusion depended on the assumption that the defendants duty-

discharge notice, said to be dated 29 December 2023 had been lawfully “given” to the Claimant.

The Claimant was never notified or made aware of any such decision at the time. The letter, email, telephone contact or notification is received from the defendant in December 2023 – February 2024. Under s. 189B(8) Housing Act 1996, and what is not actually received is treated as “given” only if it was made available for collection of the authority’s office for a reasonable period.

The Defendant has produced no contemporaneous proof-such as CMS/H-CLIC entries, mail logs, or an availability register-showing that the statutory conditions were satisfied. The absence of such evidence, the notice was never lawfully “given”, and the 21-day time day limit for a s.202 review never began to run. Accordingly, the statutory “alternative remedy” relied on by the court was not in fact available, the claim remains properly justiciable by way of judicial review.”

18. If this renewed ground is accepted, it will follow that Ms HPQ’s claim will be focused on one issue: whether Camden’s section 189B housing duty towards her was lawfully brought to an end through the 29 December 2023 decision and, if so, when. Ms HPQ accepted this in her skeleton argument and during the hearing.
19. Ms HPQ developed her point on this issue by characterising Camden’s account of its actions as contradictory and not credible. Camden was suggesting the decision had been made as early as September 2023, she said, but she had not even been assessed as homeless at that point or taken up the offer of accommodation of the hostel. I did not find this part of Ms HPQ’s case easy to follow. Any erroneous date references and Camden’s correspondence would not in my view necessarily invalidate any decisions that correspondence communicated.
20. Ms HPQ went on to say that the 29 December 2023 letter lacked the necessary statutory ingredients of a 1996 Act “notice”. Later correspondence could not cure this basic defect, Ms HPQ said. In reality, this was not a section 189B(7) notice letter but an “informal housing update” informing her that she would be remaining in supported accommodation for a further six months approximately. It could not be read as giving a reasoned decision of discharge of the relief duty. HPQ
21. Besides, the 29 December 2023 had not been sent to her in a proper, timely way. Camden had both her email and postal address yet neither had been used. In any event, St Mungo’s was not even notified, contrary to agreed policy it and Camden had agreed around managing funding, safeguarding, risks and move on responsibilities. Forwarding the letter almost two years after it was written once proceedings were underway could not amount to lawful ‘notice’ regardless of any offer of a late review.

22. In circumstances where the 29 December 2023 letter had no legal basis because of its content and timing, no review right could arise from it and so His Honour Judge Marquand had been wrong to say that such a right could have been used to vindicate her position. The discretionary offer of a late review could not retrospectively create an alternative remedy in that way. Camden could not offer a statutory right of review of a decision which was legally void. She was entitled to seek a review of a properly-communicated decision at the time it was made in the light of it which that decision had been issued. Anything less undermined the essence of the right and so prejudiced her. Besides, her circumstances two years on were different. How could they properly be taken into account in a review of the 29 December 2023 letter?
23. For its part, through Ms Godfrey, Camden accepted there was no evidence of the 29 December 2023 letter ever being sent to Ms HPQ until 26 September 2025. However, it asserts that there is a straightforward answer to the remaining parts of the claim notwithstanding this. Back in October 2023, it owed Ms HPQ a relief duty under section 189B of the 1996 Act because she was then homeless, in priority need and eligible for its assistance. The duty under section 189B to “take reasonable steps to help” Ms HPQ to secure accommodation had been properly discharged. Camden had arranged accommodation in the hostel. This particular placement was always intended to be a stepping stone to a private rented sector tenancy once Ms HPQ was ready to occupy one and a referral, with support would be made at that stage. The point of the 29 December 2023 letter was to explain that the relief duty had come to an end through the provision of the hostel place for the six months. The right to seek a review was clearly explained in the letter, but none was sought. Regardless of this, Ms HPQ was referred to Camden’s Pathways Moving On Team, as originally planned, in order to identify appropriate private sector accommodation. She was aware of this arrangement and correspondence with Camden about moving on. Even if she had not received the 29 December 2023 letter until the claim was issued, she was made aware of it thanks to the letter of 19 November 2024 which mentioned it and the fact it notified her of the discharge of Camden’s relief duty. This sufficed for notification.
24. Even if the decision letter of 29 December 2023 was defective as a notice, Ms Godfrey said, any challenge that that could not be raised through the review mechanism and was well out of time, regardless of whether time for bringing a judicial review started running from the letter having been written or the date on which Ms HPQ was made aware of it, which was 21 November 2024. Either way, the claim as it was now put in its focused form had not been brought both promptly and within three months of what was said to be an unlawful decision and the failure to provide notice of it in a legally appropriate way. No good reason for extending time had been identified and any extension of time request ought to be refused.
25. As for the letter’s timing, Ms Godfrey also said that it was sufficient for the 29 December 2023 letter to be available for collection from Camden’s offices. There was, in effect, a ‘deeming provision’ in section 189B(8) that if such a letter were available for collection there after being written, this alone would be sufficient for notification. The letter had been. Ms Godfrey could not confirm that Ms HPQ had been told about

the letter's availability, however. She said that Camden's usual practice was to send out such letters but there are circumstances in which that was impracticable, for example where someone was street homeless. Nevertheless, as long as the letter was available for collection at its offices, notice was valid under section 189B(8).

26. Ms Godfrey's final point was that the claim was academic because Camden's 26 September 2025 offer to consider an out of time review if only one were requested meant any issue within the scope of a section 202 review and a 204 appeal could be dealt with respectively by Camden and then, if necessary, by the County Court. Ms HPQ had, and still has, an opportunity to use that route.
27. I asked Ms Godfrey what the focus of the review would be if it were requested and Camden exercised discretion to consider it now, as it has promised to do. Camden's position was that the review would focus on the circumstances at the time of the decision which were known or should have been known to the authority. She said the review could not focus on present-day circumstances unless they were foreseeable that then and borne out by events.
28. I also asked whether there was not simple, practical solution to this dispute which would be for Camden to issue a new, up-to-date decision, ensure it was properly provided to Ms HPQ and then she could seek and in-time review based on current circumstances if she were dissatisfied with it. Ms Godfrey took instructions over the short adjournment on this suggestion and told me it was not acceptable to Camden. As far as it was concerned, it had made and communicated a lawful section 189(7) decision. The only prejudice Ms HPQ could possibly experience through the delay in providing the letter to her was addressed by the commitment to exercise discretion to consider a review request out of time. Camden was not obliged to consider matters afresh by making a new decision.
29. In a reply, Ms HPQ reemphasised her main submissions. She has since written to the court by email on 11 February 2026 making further point that there have been changes to the provider's governance and staffing, which I assume she means St Mungo's, with key oversight roles no longer clearly in place, and further works to the accommodation carried out after the claim was issued. She has since emailed the court again about her current circumstances. In my view, her points do not make a material difference to the issues that arise on permission.

### Legal framework

#### *Notification that the relief duty has come to an end*

30. As discussed above, section 189B(2) of the 1996 Act sets out the relief duty and section 189B(7) catalogues various circumstances in which it will come to an end. Section 189B(8) provides materially:

“(8) A notice under this section must be given in writing and, if not received by the applicant, is to be treated as having been given to the

applicant if it is made available at the authority's office for a reasonable period for collection by or on behalf of the applicant.”

31. There appears to have been very little judicial consideration of this particular provision. The end of the “reasonable period” in the case of a notice that has been “made available” is important because that is the date from which the 21-day time limit for seeking review will run in respect of such a notice: see section 184(6). The authors of *Housing Allocation and Homelessness*, third edition mention at paragraph 15.137 that in *Mohamed v Ealing London Borough Council* (2020), (*‘Mohammed’*), the County Court sitting at Watford, held that the length of the reasonable period at depends on the facts of the case and would expire at the point at which it could be said that a reasonable applicant would have been expected to have attended the local housing authority's offices. They add at paragraph 15.136, “[i]f no notification is given, or if the notification does not contain all of the information prescribed, the duty continues”, cross-referencing section 189B(5) and (7) for this proposition.

32. The prescribed content of such notices is also set out in the 1996 Act. Section 189B(6) states:

“The notice must—

- (a) specify which of the circumstances apply, and
- (b) inform the applicant that the applicant has a right to request a review of the authority's decision to bring the duty under subsection (2) to an end and of the time within which such a request must be made.”

33. The Secretary of State’s expectations for how local authorities will comply with their duties under the 1996 Act set out in the *Homelessness Code of Guidance*. It says this about notices:

“**14.3** The housing authority must give the applicant notice in order to end the duties except under section 189B (4) where 56 days have passed since the start of the relief duty and the housing authority is satisfied the applicant has a priority need and is homeless unintentionally. For further guidance on notifications see Chapter 18 and for further guidance on reviews see Chapter 19. Guidance on bringing the duties to an end under each circumstance is set out below.”

See too paragraph 14.42.

34. This part of the Code stresses that a blanket policy to bring the relief duty to an end after 56 days is not acceptable and individual circumstances must be considered, a local authority may continue to discharge the duty after 56 days or take further steps after that date to help ensure the person concerned remains housed.

35. The relevant sections of Chapter 18 read as follows:

## **“Notifications to applicants**

**18.30** Housing authorities are required to provide written notifications to applicants of certain decisions reached in relation to their applications under Part 7. In all cases notifications should be clearly written in plain language, and include information about the right to request a review and the timescales that apply. Housing authorities might also include information about independent advice services available to the applicant. In cases where the applicant may have difficulty understanding the implications of the decision, it is recommended that housing authorities consider arranging for a member of staff to provide and explain the notification in person.

**18.31** Housing authorities should consider the most appropriate way to notify applicants of decisions. The housing authority may send a written notification by email or letter, depending on the needs of the applicant.

**18.32** Written notification not received by the applicant can be treated as having been given to them, if it is made available at the housing authority’s office for a reasonable period that would allow it to be collected by the applicant or by someone acting on their behalf.”

## *Reviews*

36. Section 202 provides materially:

“Right to request review of decision.

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

- (a) any decision of a local housing authority as to his eligibility for assistance,
- (b) any decision of a local housing authority as to what duty (if any) is owed to him under sections [F1 189B to 193C] and 195 F2... (duties to persons found to be homeless or threatened with homelessness)...”

37. Other decisions may be reviewed but they are not material to this case. There is no right to a review of the failure to give a notice of a section 189B decision at all, or of defects in such a notice mentioned in the other listed rights.

38. On the scope of a review, the Code repeated the wording of the Act at paragraph 19.3 and states at paragraph 19.5:

“**19.5** In reviewing a decision, housing authorities will need to have regard to any information relevant to the period before the decision was made (even if only obtained afterwards) as well as any new relevant information obtained since the decision.”

39. This guidance reflects decisions such as *Temur v Hackney London Borough Council* [2014] EWCA Civ 877, where the Court of Appeal indicated that the reviewing officer must consider the whole matter afresh on the latest material available. The consequence

may be that the applicant may be entitled to assistance at the date of the review, or have established that entitlement with new evidence, in which case the original decision will effectively be superseded. This is two-edged, however. If an applicant was entitled at the date of the original decision, but no longer is, the review may legitimately conclude that no assistance should be offered. There are exceptions, first, where the original decision unlawfully deprived an applicant of a benefit to which they would have been entitled had the original decision been lawfully taken: see *Robinson v Hammersmith & Fulham London Borough Council* [2006] EWCA Civ 1122. The second is where the focus of the review is on the reasons the applicant gave for rejecting an offer of accommodation when it was made in the decision under review: see *Bromley London Borough Council v Broderick* [2020] EWCA Civ 1522.

### Analysis

#### *Arguability*

40. In my view, part of this claim is arguable, albeit only on a very narrow basis.
41. The principal difficulty Camden has is that there is no evidence of the 29 December 2023 letter being sent to Ms HPQ soon after the decision it communicated either through the email account she was using for correspondence with Camden or at the address of the accommodation Camden had arranged through St Mungo's. I have no reason to doubt what Ms Godfrey tells me about Camden generally sending section 189B notice letters out to their intended recipients by email or post. However, that does not help the authority when there is no evidence that practice was followed in this case and the absence of any address on the letter is a strong indication that it was not. I consider it is highly unlikely the letter was sent back in 2023, on the basis of the evidence I have seen.
42. It follows that, to be a valid notification for section 189B(7) purposes at that time, the letter has to be "treated as having been given to" Ms HPQ by being "made available... for collection" at Camden's office. Ms Godfrey said it was available at Camden's office, and again I have no reason to doubt that. After all, it presumably was written there. However, I doubt the mere physical presence of such letter in a local authority's office means it can be treated as having been "given" for the purposes of section 189B(7). It is certainly arguable that this does not amount to notice under the section. I say so for two main reasons.
43. First, there must be significance in Parliament's use of "made" in front of "available... for collection". Such a letter cannot be made available for collection if its intended recipient does not even know it is there. That Kafkaesque interpretation would undermine the whole concept of giving "notice" of an important decision about statutory rights, which inherently involves making its subject aware of something that has been decided. Further, if it was enough for such a letter to merely be available for collection without making the intended recipient aware that it was, it would wholly undermine the system of remedies created by sections 202 and 204 which are dependent on an applicant being aware that a decision which is capable of being reviewed and then appealed has been made. That would have serious access to justice

implications, especially when the recipients of such letters are, by definition, often vulnerable people. What was said in the *Mohammed* case reinforces this. If the period for a decision notice letter's collection imports considerations of when the individual addressee can reasonably be expected to collect it, awareness of the letter's existence has to be implied into that reasonableness. The facts of Ms HPQ's case illustrate this vividly. It cannot have been reasonable for Camden to expect Ms HPQ to know of the letter's existence and its availability for collection from 29 December 2023 onwards if she was not told about it.

44. Nor, in my view, does it assist Camden in establishing this part of the claim is unarguable, to point to later correspondence in 2024 in which the existence of the letter was mentioned along with the fact that it communicated Camden's decision that it no longer owed the relief duty. Unless that correspondence amounted to a freestanding communication of the decision in itself, and it is not Camden's case that it did, at best it would be advising there was such a letter and Ms HPQ might then think it could be collected. However, none of Camden's correspondence I have seen positively invited her to collect the 29 December 2023 letter or, for that matter, indicate that once she had collected it she would be treated as having had notice of the decision from that collection date.
45. It follows that, at the high point of Camden's case is that, on 26 September 2025, Ms HPQ was forwarded the letter - almost two years after it had been written. On the face of the letter itself, she was almost two years out of time to seek a review and the letter indicates that no late review would be granted.
46. Pausing there, had Camden maintained that position at the permission hearing, I would have had serious concerns because plainly it would be fettering its discretion to consider requests for an extension of time to seek a review. However, Camden avoided that particular difficulty by offering not only to consider a request for a late section 202 review, but also indicating at the hearing through Ms Godfrey that it would positively exercise its discretion to undertake such a review if one were requested. It seems to me that that offer would create a legitimate expectation on which Ms HPQ could rely to seek and secure a review of the 29 December 2023 letter *provided that* Camden had the power to undertake a late review notwithstanding the passage of time and the content of the letter.
47. To recap, on the first of these points, Ms HPQ's position is that the forwarding of the letter on 26 September 2025 was far too late to amount to giving valid notice under section 189B(7). The decision was not communicated in a sufficiently timely manner to amount to notice. Much had happened in the interim.
48. I can see force in this and, in my view, it is arguable. Although there is nothing in the 1996 Act that expressly indicates a section 189B(7) notice letter has to be given within a particular timeframe of the decision to which it relates, giving that notice almost two years later sits very uncomfortably within a statute that is concerned with state assistance being provided promptly in response to people who are often in urgent need,

or giving prompt reasons why they are not entitled to it. It seems likely Parliament intended that section 189B(7) notices would be given within a reasonable time of the decisions which they communicate because it anticipated that they would be available for collection and acted on within a reasonable time: see section 184(6).

49. Ms HPQ's alternative point was that the content of the 29 December 2023 letter was inadequate as a means of communicating the decision. This point is not arguable, in my view. As noted above, if a section 189B(7) notice lacks the information required by section 189B(6), it will not be valid and cannot be relied on as notice of anything. However, I consider that this letter fulfils both the requirements of section 189B(6) in that it specifies the circumstances in which Camden concluded the relief duty had come to an end and informed Ms HPQ of her right seek a review (albeit incorrectly stating that the deadline for review could not be extended). In fact, the letter goes further, explaining the reasoning behind Camden's view that suitable accommodation has been provided for at least six months. I appreciate that Ms HPQ disagrees with that reasoning, but it was not strictly required and that disagreement could have been the subject of a request for review had the letter been provided to her in a timely way.
50. To summarise, I consider Ms HPQ has an arguable case on her Ground of Claim that the section 29 December 2023 letter was not a valid 189B(7) notice because it was not sent or given to her within a reasonable time of the decision it communicated, and neither was it "made available" for collection within such a timeframe.

#### *Timing of the claim*

51. I can deal with Camden's point about the timing of the claim very shortly. It is certainly the case that most of Ms HPQ's original complaints about its decision-making were not raised promptly and within three months of the decisions and actions that were their target. However, the focus way in which she put her case on renewal was, in reality, a challenge to an ongoing failure to give a valid section 189B(7) notice letter and that was ongoing as at the date of the claim's issue. The notice was finally provided to her a few days later, and in the circumstances, I consider the claim to have been issued promptly. The position would be different had the notice letter been sent to her more than three months before the claim was issued. Camden says that she ought to have begun her claim within three months of the 29 December 2023 decision being made, but I consider that point to be bad because her unchallenged evidence is that she had no idea of the decision having been made at that time. Nor do I see any force in Camden's point that, having been told the decision had been made in circumstances where she had not seen it, Ms HPQ ought to have immediately commenced judicial review proceedings. If that were right, Camden would benefit from its own arguable unlawful failure to issue the notice letter or notify Ms HPQ that it was available for her collection in a timely way. In the circumstances, even if I had thought the claim ought to have been brought promptly within three months of the first mention of the 29 December 2023 letter being a 189B(7) notice, I would have extended time for it to be issued.

52. Ms HPQ's criticisms of the content of the section 189B(7) notice letter were also made promptly and indeed could not be made until she had received it. However, I have found those criticisms do not amount to arguable bases for a judicial review claim.

*Alternative remedy*

53. The question of whether section 202 of the 1996 Act provides an alternative remedy is the least straightforward of those raised by this renewed application for permission.
54. Superficially, Camden's position is attractive. To recap, says that even if the section 189B(7) notice letter reached Ms HPQ very late, she can still challenge now it by requesting a review which it will then consider. There is nothing to stop her from arguing that the decision that the relief duty was discharged back in December 2023 was legally wrong or did not take into account relevant matters such as the suitability of the accommodation provided by St Mungo's or how long she would be permitted to remain there. In other words, *the merits* of her concerns about the 29 December 2023 decision could all be explored in the review. Further, although Ms Godfrey said that subsequent developments were only relevant to matters that were known about at the time of the decision under review or could be foreseen, the case law indicates that approach is wrong: see paragraphs 3839 above. Subject to narrow exceptions which do not appear to arise in this case, the review is in effect generates a fresh decision made in the light of the circumstances that exist at the time the review happens and any new information provided by Ms HPQ would have to be taken into account. It follows, for example, if the accommodation at St Mungo's had become unsuitable by the date of for Ms HPQ by the date of the review, Camden could no longer maintain it was suitable even though it might have been in December 2023. However, questions might still arise about the circumstances that had changed in the meantime that meant Ms HPQ was no longer owed the relief duty.
55. The difficulty with all of this, however, was pinpointed by Ms HPQ at the hearing. If the section 189B(7) notice was not valid then Camden's offer of a late review was something it had no power to make. In other words, it was acting *ultra vires* by offering a review on an extra statutory discretionary basis when what it ought to have done was issue a valid notice in a timely way that created rights under section 202 and then, if a review was sought, section 204. As discussed above, I consider it is arguable that the notice was not valid, and it must follow that the late review offer is equally arguably *ultra vires*.
56. In response to this, it might be said that it makes no real difference whether or not Camden's offer was something it had no power to make in circumstances where it had made in good faith and was willing to honour it. It might then be said that this is a case where the arguable public law error of not sending the section 189B(7) notice letter sooner would not make any difference such that the "no substantial difference" test in section 31(2A) of the Senior Courts Act 1981 would be met and permission should be withheld on that basis. Camden did not put its case in this way, but I am obliged to consider the test in any event. Having done so, I do not consider this a situation in which the test is met because it is far from clear to me that, if Camden proceeded with a

review on an extra-statutory basis it could then make a decision that attracted a section 204 appeal right.

57. This difficulty is also the answer to Camden's alternative remedy point, in my view. Ms HPQ cannot seek a section 202 review of the arguably unlawful failure to give her the section 189B(7) notice letter or make available for her collection in a timely way. The only relevant review right she has is to challenge a substantive decision on the duties she is owed communicated by a notice that is valid, but that is not the decision she now seeks to challenge these proceedings. Nor in the statutory framework I have described is there a direct appeal to the County Court about the validity of the notice. In my view, only the Administrative Court can decide whether it is valid or not.

#### Conclusion and practical considerations

58. Drawing the threads together, Ms HPQ has an arguable claim on the limited basis described above at paragraph 52, which I consider to have been brought promptly and which raises issues that cannot be resolved through the review process and then a County Court appeal.
59. There are three things to note in closing. First, I have only found the claim arguable and the most Ms HPQ can hope for should her judicial review succeed is a declaration that she has yet to receive a valid section 189B(7) notice of Camden's decision on the duties it owes her and possibly a mandatory order requiring such a notice to be issued within a set timeframe. This is why I think it would be sensible for Camden to reconsider the course of action I asked about during the course of the hearing which is simply to issue and give to Ms HPQ, or make available for her collection, a new notice in such a way that its validity is not in doubt. As I understand Ms Godfrey's points about this, Camden's concern is that it would have to take into account changes in circumstances since 29 December 2023 when the earlier decision was made. However, this objection is difficult to understand because if Camden is right and the 29 December 2023 letter gave valid notice for section 189B(6) and (7) purposes and Ms HPQ now asks for a review, Camden will need to take into account those changes anyway. Of course, whether Camden chooses to short-circuit matters in this way in the interests of pragmatism is something only it can decide.
60. Secondly, for completeness' sake, I should say that although Ms HPQ did not pursue her application for a mandatory injunction at the hearing, I do not consider one would be appropriate. I accept there is a real issue to be tried, but I also need to consider the strength of the case and whether the balance of convenience lies in favour of granting the interim order. Where a mandatory order is sought against a public body, a strong prima facie case will normally need to be shown. Ms HPQ has an arguable case, but not a sufficiently strong one for mandatory relief in my view and in any event, the balance of convenience would not favour making a such an order requiring Camden to provide alternative accommodation pending a full hearing of this claim in circumstances where there is not persuasive evidence before the court that the current accommodation is unsuitable for now.

61. The papers before the court are not well-organised at all and some material will now be irrelevant to the claim. I will therefore make an order giving effect to this judgment with some modifications to the standard post-permission case management directions. They will allow amendments to the Claim Form and Statement of Facts and Grounds solely for the purposes anonymisation and narrowing the claim to the ground on which permission has been granted and for a comprehensive bundle, properly structured bundle to be filed of material relevant to that ground. Last, as that ground does not concern St Mungo's, permission for the claim against it will be formally refused,
-