

BIRMINGHAM CITY COUNCIL

PUBLIC REPORT

Report to: AUDIT COMMITTEE

Report of: Director of the Adults and Social Care Directorate

Date of Meeting: 30 June 2022

Subject: Ombudsman Public Interest Report concerning a complaint about the Disabled Facilities Grant Complaint

Wards Affected: All

1. Purpose of Report

- a) In December 2006, the Audit Committee endorsed a framework for informing and involving Members of the Council when the Local Government and Social Care Ombudsman issues a report.
- b) The aim of this report is to inform members about the Ombudsman's report, issued on 19 May 2022, regarding the Council's handling of home adaptations under the Disabled Facilities Grant (DFG) as set down in the Housing, Grants, Construction and Regeneration (HGCR) Act 1996.
- c) As the Ombudsman has found fault causing injustice and have made recommendations to remedy the injustice caused, it should be considered by this Committee on behalf of the City Council.

2. Recommendations

That the Audit Committee notes the Director of Adults and Social Care's response to the Local Government and Social Care Ombudsman's recommendations.

3. Background Information

- 3.1 A copy of the Local Government and Social Care Ombudsman's report dated 8 March 2022 is appended to this report. All Ombudsman reports are anonymous, so, whilst the events described are real, the names of those involved are not included.
- 3.2 The essence of the complaint:
- Mr X complained about the Council's handling of home adaptations to meet his son's social care needs. Mr X said the building work is slow, of poor quality, and is incomplete. He says this has impacted on his son's mental health and medical condition.

3. The Key Events

DFG approval

- 4.1 In 2018, the Council approved a DFG application from Mr X. The application was for a DFG to build a two storey extension, as recommended by the Council's occupational therapy (OT) assessment, to meet the needs of his disabled child.
- 4.2 The Council does not have a specific DFG policy. The Council follows the Housing Adaptations Consortium's good practice guidance. The Council has a list of approved contractors who have all been successful in a formal tendering process. The Council allocate work based on a rotation basis to ensure fair and equitable distribution of work for all contractors.
- 4.3 The Council said the contract was a 'design to build'. This meant the details of the required recommendations are sent to contractors to establish if the recommended works are reasonable and practicable. If the contractor decides the works are feasible, they complete a survey to identify the most cost-effective scheme to be provided to meet the recommended needs.
- 4.4 The contractors then use the Council's unit rates to quote for the scheme. The contractors will apply a discount on the basic rates to provide the final quote. The discount offered by contractors are agreed during the tendering process. The Council then reviews and approves the final scheme.
- 4.5 The Council received a quote for the adaptations works for Mr X's property. The quote was for just over £61,000. As the scheme exceeded the mandatory grant amount of £30,000, the Council's high cost panel reviewed the scheme in May 2019. The high cost panel noted there were no other options to meet all the requirements of the OT recommendations and approved the grant.
- 4.6 The Council wrote to Mr X to confirm it had approved the DFG. The letter did not set out the total grant amount that had been approved. The Council said it was not its normal practice to send out details of grant awards to applicants at

the start of the works, and that it would only do this if the applicant chose their own contractor.

Adaptation works

- 4.7 The Council appointed Contractor A to start work on the adaptations in June 2019. Mr X said he was not involved in selecting the contractor. The Council said Mr X asked it to appoint a contractor and confirmed to the LGSCO the contract for the works was between itself and Contractor A.
- 4.8 In July 2019, Mr X said he raised concerns with the Council about the quality of Contractor A's work. The Council said Mr X had raised concerns about Contractor A's behaviour and that he had felt threatened by them, not about the quality of the works completed. The Council said it removed Contractor A from the project as it decided it was appropriate to safeguard Mr X and the contractor.
- 4.9 The Council appointed a new contractor from its approved list, Contractor B, in July 2019. The Council also sent Mr X some details about the process for choosing his own contractor. The Council set out the total grant available to him was just over £61,000 and that it would deduct the cost of the works completed so far.
- 4.10 Contractor B continued with the work already started by Contractor A. Contractor B built the extension up to the roof level. Contractor B provided the Council with daily updates on the works it completed between July 2019 to September 2019.
- 4.11 In September 2019, Mr X raised concerns with the Council about the speed and quality of the works being completed by Contractor B.
- 4.12 The Council decided to remove Contractor B from the project. The Council said it did this as it had witnessed a heated discussion between Mr X and Contractor B, and that it was evident the relationship between the two had broken down.
- 4.13 The Council asked its surveyor to complete a review of the works completed by Contractor B. The Council also asked a third contractor, Contractor C, to review the works.
- 4.14 The Council's surveyor finished their review in September 2019. The surveyor visually inspected the quality of the brickwork finish of the partially completed extension. The surveyor noted overall that while some areas were acceptable, most of the other areas were of poor quality.
- 4.15 In October 2019, Contractor C gave the Council its report of the partially completed extension. Contractor C's report highlighted concerns about the quality of some of the work. Contractor C also noted the extension had not been built in accordance with the measurements on the plans and it was too big. Contractor C recommended the extension was demolished due to the concerns identified in its report.

- 4.16 Contractor C completed the demolition in October 2019. By November 2019, Contractor C had rebuilt the extension back to roof level.
- 4.17 In November 2019, Mr X raised concerns about visible concrete blocks in the side wall of the extension. In response to Mr X's concerns, Contractor C replaced the concrete blockwork with bricks. Mr X later raised concerns with the Council about the bricks used by Contractor C. Mr X said he felt the way Contractor C had cut the bricks made them unsuitable.
- 4.18 Contractor C commissioned a structural engineer to inspect the method it used to replace the concrete blocks. The structural engineer's report noted they were happy with the method of work and standard of workmanship. They also confirmed the works would have no significant long term adverse effect on the structural integrity of the extension.
- 4.19 Mr X was not happy with this survey and commissioned his own structural engineer to inspect the side wall of the extension. Mr X's surveyor visited his property in November 2019 to inspect the side wall of the extension.
- 4.20 The Council's surveyor also completed random visits in November 2019 to review the adaptation works completed so far. The surveyor noted no concerns with the works.
- 4.21 At the end of November 2019, Contractor C confirmed all the work that it had completed to the extension so far. Contractor C confirmed it could not progress with the build until Mr X's gas and electric meters had been moved by a third party.
- 4.22 The Council said there were delays to moving the gas and electric meters in December 2019 as Mr X did not initially give permission for the works to be completed.
- 4.23 Mr X raised concerns about the progress of the adaptation works in December 2019. The Council's surveyor completed a visit to review the ongoing works. Some small concerns were noted but remedial work was agreed to rectify the concerns.
- 4.24 Throughout January 2020, Mr X continued to raise concerns with the Council about Contractor C's work. The Council's surveyor completed a visit to review the ongoing works. During this visit, Mr X agreed to complete and submit some information to the Council. The Council also noted Mr X's continued dissatisfaction with the delays to the adaptation works.
- 4.25 In January 2020, Contractor C gave notice to the Council to end its involvement with the adaptation works. Contractor C said it was giving notice due to its poor relationship with Mr X.
- 4.26 In February 2020, the Council told Mr X none of its other approved contractors were willing to take over the adaptation works. The Council asked Mr X to

source his own contractor to complete the works. The Council said it provided Mr X with details of how much of the grant was left to complete the works.

- 4.27 In March 2020, the Council arranged for a surveyor to review the partially completed adaptation works.
- 4.28 The structural engineer Mr X commissioned to survey the bricks used in the side wall of the extension provided their report in March 2020. The surveyor noted they agreed in principle with the methodology used by the contractor, but that the replacement bricks had been inserted too far and so there was poor alignment with the rest of the bricks.
- 4.29 The report recommended the brickwork be monitored for an extended period for any cracking and for Mr X to ask the Council to agree to provide an extended guarantee. The Council said it would have agreed to this recommendation, but Mr X did not want to pursue this option.
- 4.30 No work took place between April and June 2020. In June 2020, the Council's appointed surveyor issued their report. The report confirmed they had not completed a structural survey and so did not consider whether the bricks used in the side wall of the extension were appropriate. The report listed some areas of concern.
- 4.31 In August 2020, the Council confirmed to Mr X it did not consider there were any major faults in the works carried out by Contractor C. The Council said it could not offer an alternative contractor and asked Mr X to source his own contractor. The Council told Mr X it would provide just under £30,000 towards the cost of completing the adaptation works. The Council said this was the amount left from the approved grant.
- 4.32 The Council explained it did not carry out regular checks or inspection of works. Instead, it relied on certification from a building control body, Company T, to review the quality of the works. The Council said it regarded these certifications as confirmation works have been completed to a satisfactory standard and meet building regulations.
- 4.33 In September 2020, Mr X told the Council he had approached Company T to complete an inspection on the side wall of the extension to consider the specific point about whether the bricks used were suitable.
- 4.34 In November 2020, Company T visited Mr X's property. The inspector confirmed the area in question was not exposed, and that visibility was extremely limited. The inspector also said he had not seen the bricks in-situ at the time of the inspection. Instead, he was shown a sample of the bricks used by Mr X. The inspector told Mr X it was his opinion the bricks used, if they were the same as the sample shown to him by Mr X, were unsuitable.
- 4.35 The inspector initially told Mr X the solution was to replace the likely defective bricks, with solid bricks. However, the inspector noted the practicalities of this was near impossible due to the limited space between the wall and the

neighbouring property. The inspector noted that until this work was completed, Company T would not issue a completion certificate.

- 4.36 In December 2020, the Council told Mr X it was agreeable to holes being made to the extension wall to check what bricks had been used throughout the length of the wall. The Council told Mr X none of its contractors were willing to complete the work and asked him to source his own contractor. The Council confirmed it would pay for the cost of this work.
- 4.37 Mr X told the Council he could not find a contractor to take on the project. The Council asked Mr X to provide evidence he had approached contractors. Mr X did not provide this.

Mr X's shed

- 4.38 As part of the adaptation works, Mr X's shed had to be moved. There is evidence Contractor A told Mr X to empty the shed so that they could move it to start building works.
- 4.39 Contractor A provided a statement which noted when it arrived at Mr X's property for the first day, the shed was still full of its contents. Contractor A emptied the shed to move it as far as possible to allow work to start. Contractor A then replaced the contents back into Mr X's shed.
- 4.40 The Council said it had agreed to provide a replacement storage unit to Mr X. The Council said before the replacement unit was delivered, Mr X had emptied the shed and left the contents outside. The items had then been damaged by the weather.
- 4.41 The Council asked Mr X to provide evidence of the items damaged and any supporting evidence that would help the Council determine the market value of the items.
- 4.42 Mr X provided the Council with a list of the items with his estimated costs. Mr X provided a couple of photos of the items, but not in their damaged state.
- 4.43 The Council said without the evidence requested, it could not decide what the market value of the items damaged was and so could not compensate Mr X for the damaged items.

5. The Ombudsman's Findings - Fault found causing injustice

DFG approval

- 5.1 As the Council do not have a written DFG policy it was difficult for the LGSCO to properly scrutinise the Council's action with regards to the approval of the DFG grant. This is fault. One of the key principles for good administrative practice is for councils to be open and clear about policies and procedures.

- 5.2 The LGSCO do not consider that the fault identified has caused any injustice to Mr X. This is because the Council made a positive decision in his favour to approve the DFG application.
- 5.3 There was no evidence the Council told Mr X of the amount it had approved. The Council had sent Mr X a letter noting the DFG had been approved, but there were no details of the amount that had been approved.
- 5.4 Again, it would have been good administrative practice for the Council to have provided Mr X with clear and accurate information about how much money had been approved for the adaptation works. However, the LGSCO do not consider this caused Mr X any injustice at this stage as he was happy for the Council to appoint a contractor to complete the adaptation works.

Appointment of contractors and quality of works

- 5.5 The Council is obliged to provide the funding for adaptation works, not to complete the works. Councils can require an applicant to arrange their own contractor. Therefore, there is no requirement for councils to appoint a contractor to complete adaptation works.
- 5.6 However, the way adaptations are provided will depend on the council's own policies and practices. As already identified, the Council does not have any specific DFG policies outlining how it will approve and deliver DFGs. This also means the Council has no policies outlining what it is responsible for. This is fault.
- 5.7 The evidence available suggests the Council appointed the contractors to complete the adaptation works on Mr X's behalf. Therefore, the LGSCO are satisfied the Council commissioned the contractors. As the Council has no policies setting out its responsibilities for when it commissions contractors, the LGSCO are satisfied the Council has overall responsibility for the contractors' work, including whether the works are of an acceptable standard.
- 5.8 Mr X's evidence is that he was not happy with the works completed by Contractors A and B. There is evidence he raised concerns about their work with the Council.
- 5.9 The Council said it removed Contractors A and B because Mr X had raised concerns about their behaviour, not because of the quality of the works completed. However, there was no evidence to set out this rationale at the time the contractors were removed from the project. There is also no evidence the Council told Mr X this was the reason it had removed the contractors. This is fault.
- 5.10 The evidence shows the Council's surveyor noted most of the work was of poor quality. This was supported by Contractor C's inspection which, due to the concerns identified, recommended demolishing the extension.

- 5.11 The Council told the LGSCO it agreed to demolish the extension because it was too large and was not in line with the approved plans. However, this does demonstrate the work was not of an acceptable standard as it was not built in line with the approved plans. This is fault.
- 5.12 A consequence of this fault was delay. The delay has caused an injustice to Mr X and his family.
- 5.13 The evidence also shows there were some concerns with the works completed by Contractor C. The survey the Council commissioned in March 2020 highlights some issues that need to be addressed. At this stage, this is fault. However, there is some mitigation as the LGSCO acknowledge the survey does note some of the problems listed would likely have been corrected by Contractor C if they had completed the project.
- 5.14 As the Council appointed Contractor C, it is responsible for the works they completed. Therefore, the LGSCO are satisfied it is the Council's responsibility to put this right.
- 5.15 The Council explained it cannot appoint another contractor to complete the adaptation works as none of its remaining approved contractors will accept the project. The LGSCO acknowledge and accept this position. The LGSCO are now of the view it would not be of any benefit to Mr X for them to recommend the Council appoint a contractor to complete the works. This is because it has already exhausted all its options and to source another contractor, the Council would need to complete a procurement process. This is a lengthy process which would only further delay completion of the adaptation works.

Side extension wall

- 5.16 Mr X had concerns about the bricks Contractor C used to build the side extension wall. In total, there has been three surveys commissioned to address Mr X's concerns about the method and bricks used by Contractor C to build the side extension wall.
- 5.17 From Company T's inspection in November 2020 it was that further work was needed to identify what bricks have been used to construct the side wall. Until this work is completed, Company T said it would not issue a completion certificate because it cannot be satisfied the extension wall meets building regulations. It is the Council's responsibility to take the action required so that a completion certificate can be issued.
- 5.18 The Council told Mr X it would pay for the work needed to expose the brickwork, and that it would pay for any remedial work recommended by Company T. This demonstrates the Council accepts its responsibility to complete the works to an acceptable standard.
- 5.19 The Council has also explained its reasons why it could not appoint a contractor to complete the necessary work to expose the brickwork.

- 5.20 The LGSCO are now of the view it would not be of any benefit to Mr X for them to recommend the Council appoint a contractor to complete the works.

Delays

- 5.21 Three different contractors carried out adaptation works between June 2019 and June 2020. The LGSCO note that Contractor C had left the project before completing the adaptation works and that the works remain incomplete to date.
- 5.22 The LGSCO found fault with the Council as it had to demolish the extension as it had not been built in line with the approved plans. While the Council has mostly remedied this fault by rebuilding the extension, a consequence of this fault is delay.
- 5.23 The LGSCO consider the delay caused by the need to demolish and rebuild the extension caused Mr X distress and time and trouble. They also consider the delay would have had a significant impact on Mr X's son. This is because he has had to live in accommodation that is unsuitable for his needs for longer than he should have if the fault had not occurred.
- 5.24 No works were completed to the extension after January 2020, when Contractor C gave notice on the project.
- 5.25 The Council appointed a surveyor in March 2020 to complete the review. Again, this demonstrates the Council's willingness to cooperate with Mr X to move the project forward. Therefore, the LGSCO are satisfied the Council took appropriate action in March to progress the adaptation works.
- 5.26 The Council's surveyor only provided its report at the end of June 2020. This was around two months after the survey took place. Further, there is no evidence the Council chased the surveyor for the report. However, the LGSCO acknowledge the survey took place at the start of the COVID-19 pandemic. Therefore, it is likely this would have had a significant impact on the Council while it adapted to the new way of working. Given the unprecedented circumstances of the global pandemic, the LGSCO do not consider two months to be an excessive delay.
- 5.27 One of the main barriers to progressing with the adaptation works was the dispute around the bricks used in the construction of the side wall of the extension. It is clear Mr X is concerned about the integrity of the structure and this has caused the greatest delay with the adaptation works.
- 5.28 Mr X decided to approach Company T for its view on the brickwork in September 2020. Company T did not complete its inspection until November 2020. The LGSCO consider this to be a reasonable timeframe. In any case, this action was outside the Council's control. Therefore, the Council was not at fault for the delay in progressing the adaptation works while Company T completed its inspection.

- 5.29 Once Company T had told the Council of the options, the Council took a month to decide it was agreeable to paying for the works recommended. The LGSCO consider this to be a reasonable timeframe. Therefore, the LGSCO are satisfied the Council took appropriate action to progress the adaptation works in November and December 2020.
- 5.30 The Council asked Mr X to source his own contractor to complete the work as it was unable to appoint a contractor. The LGSCO now accept the Council had valid reasons for why it could not appoint a contractor. Therefore, the LGSCO now consider it was appropriate in the circumstances for the Council to ask Mr X to appoint his own contractor. The LGSCO consider this was the quickest and most proportionate option to getting the adaptation works completed. Mr X declined to appoint a contractor. Therefore, it is clear the Council and Mr X were not able to agree on a way forward to resolve the issues.
- 5.31 One option available to Mr X to resolve the dispute was to pursue a complaint with the LGSCO, which he has taken. While the LGSCO investigated the complaint, no works took place to progress the adaptation works due to the dispute over who was responsible for appointing the contractor. This has inevitably caused further delays to the adaptation works. However, the LGSCO do not consider the delays are due to any fault of the Council. Instead, it is a consequence of the LGSCO considering the complaint.
- 5.32 The LGSCO note Mr X's own surveyor, in March 2020, recommended the brickwork be monitored for an extended period and for Mr X to get the Council to agree to an extended guarantee. The LGSCO acknowledge the Council said it would have agreed to this option, but that Mr X declined this. However, there is no evidence the Council discussed this option with Mr X at the time.
- 5.33 It is good administrative practice for the Council to keep accurate and appropriate records. Therefore, the Council is at fault for not keeping an accurate record of its discussions with Mr X at the time. The fault identified has caused uncertainty.

Completion of the adaptation works

- 5.34 It is the Council's responsibility to complete the adaptation works. This is because it appointed Contractor C, who left the project in an incomplete state. The Council accepts this.
- 5.35 The Council has no obligation to appoint another contractor. The Council's obligation is to provide the funding in the form of a DFG.
- 5.36 While the Council originally agreed to appoint a contractor, it has outlined why it cannot appoint another contractor to complete the adaptation works. This is because it can only approach contractors on its approved list and they have all declined to continue the project.
- 5.37 The LGSCO consider at this stage, the Council was at fault for how it decided the amount of money left for Mr X, £29,000, to complete the adaptation works.

While the Council did approve a grant of just over £61,000, there is no evidence of any written agreement with Mr X stating this is the final grant.

- 5.38 The LGSCO have not seen evidence of how the Council reached the figure of £29,000. The LGSCO believe the Council has not considered whether the amount is realistic to complete the adaptation works given the project is partially completed and that the initial grant had contractor discounts applied. It is not clear whether these discounts would be available to Mr X from private contractors. It is the LGSCO's view that these would be reasonable factors to consider before deciding on the final amount available to Mr X to complete the adaptation works. Therefore, the LGSCO are not satisfied the Council has demonstrated it followed a proper decision making process before telling Mr X of the amount of money left available to him.
- 5.39 The fact the Council did not have any specific DFG policies likely contributed to this fault as there is no written procedure or process on what to do in these situations.
- 5.40 The LGSCO consider the fault has caused some uncertainty. This is because it is not clear whether there is enough money to complete the adaptation works. However, the LGSCO do not consider this caused Mr X any injustice. This is because there is no evidence Mr X approached any contractors to take on the project or that he had to decline contractors due to being unable to meet their costs.

Shed

- 5.41 There is evidence Contractor A told Mr X to empty his shed of its contents so that it could move the shed to allow work on the extension to start. There is also evidence to suggest Mr X had not emptied the shed as requested ready for Contractor A.
- 5.42 Given there is evidence Mr X was happy not to remove the items from the shed initially, it is not clear to the LGSCO why Mr X emptied the contents of the shed before the replacement storage unit had arrived. Especially given the shed had been moved so that works could start. There is also no evidence Contractor A rushed or insisted Mr X empty the shed or that he had to leave his items outside uncovered. Therefore, on balance, it is the LGSCO's view it was Mr X's choice to empty the shed before the replacement storage unit had arrived.
- 5.43 The Council had agreed to provide some financial remedy to Mr X to cover the cost of the damaged items. The Council appropriately asked Mr X to provide supporting evidence of the damaged items to help it determine their market value. Mr X did not provide the evidence the Council requested but instead provided a list of the damaged items with his estimated costs. There is no evidence to show how Mr X reached his figures. In the LGSCO's view, some of the figures Mr X provided are the cost of the items when bought new, not the market value of second-hand goods.

- 5.44 It is the LGSCO's view is that is not appropriate for the Council to provide a financial remedy. This is because the Council was not at fault for the damage to the items as it was Mr X's decision to remove the items and leave them outside where they were susceptible to the weather.

6. The Ombudsman's Recommendations

- 6.1 To remedy the injustice caused by the faults identified, the Council has agreed to complete the following:

Personal remedy

- Apologise to Mr X for the injustice caused by the faults identified.
- Pay Mr X £200 to recognise the distress and uncertainty caused by the faults identified.
- Pay Mr X £800 to recognise the significant impact the delays and the lack of adaptations will have had on his child.
- Ask Mr X to obtain three quotes from contractors he chooses to complete the works needed to expose an area of the wall which will allow Company T to review the brickwork in the side wall of the extension. Mr X will provide the Council with a copy of the three quotes as well as all the documents set out in the Council's preferred option nomination form. Once the Council has the documents, it will consider the quotes and decide which contractor Mr X can appoint. The Council will pay for the full cost of the work.
- Following the inspection, should Company T recommend any remedial works, the Council will ask Mr X to obtain three quotes from contractors he chooses to complete the remedial works as recommended. Mr X will provide the Council with a copy of the three quotes as well as all the documents set out in the Council's preferred option nomination form. Once the Council has a copy of the quotes, it will consider the quotes and decide which contractor Mr X can appoint. The Council will pay for the full cost of the work.
- Once the issue of the brickwork has been resolved, the Council will ask Mr X to obtain three quotes from contractors he chooses to complete the works needed to finish the adaptation. Mr X will provide the Council with a copy of the three quotes as well as all the documents set out in the Council's preferred option nomination form. Once the Council has a copy of the quotes it will consider the quotes and decide which contractor Mr X can appoint. The Council will pay for the full cost of the work.

Service improvement

The Council should implement a DFG policy which covers the following.

- An outline of the process for approving DFGs.
- An outline of how the Council will deliver the approved DFG and recommended adaptation works.
- An outline of the process for how applicants can choose their own contractor.

- The criteria the Council should consider when deciding on discretionary top up assistance for adaptations costing more than £30,000.
- For cases where the Council has appointed the contractor to complete the adaptation works, an outline of the:
 - process for reviewing and inspecting the works throughout the whole of the build;
 - the role and responsibilities of the Council to rectify poor quality work;
 - the role and responsibilities of the applicant; and
 - the role and responsibilities of the Council to resolve disputes between the contractor and applicant.

The Council should remind relevant staff of the importance of keeping accurate records made at the time of all communications and discussions with an applicant. If meetings are held to discuss matters, the Council should keep a record of the minutes of the meeting. This will help to ensure the Council has evidence to demonstrate its decision making and rationale at the time for decisions made.

7. The Council's View

- 7.1 The Council accepted the Ombudsman's recommendations at the draft report stage.
- 7.2 The Council has subsequently carried out the following actions:

As a result of this report following this complaint steps are being taken to ensure all recommendations made are being complied with and embedded into the ongoing development of the service delivering major adaptations, through the disabled facilities grant. This includes ongoing review and learning to ensure future compliance and any new national direction is incorporated to the major adaptations policies and procedures.

Actions have been taken to comply with Local Government Ombudsman's recommendations:

- A written apology has been made to Mr X for the injustices caused.
- Ongoing attempts are being made to compensate Mr X as detailed in the recommendations, however, to date Mr X has not provided confirmation of where he would like this compensation paid too.
- Mr X has been supported to move forward with the adaptation works, the department has liaised directly with Company T to ensure that their standards are met and that works can continue. Company T have advised that they will not come out to inspect anything other than the planned staged inspections the next one being completion of the roof. They have instead advised they will require a structural survey. Mr X has

failed to provide three quotes for the exposure work and has instead advised that he has arranged for this work to take place at his own cost, alongside obtaining a structural engineers survey and report.

- To support accurate record keeping in April 2021, the DFG team commenced using a bespoke system for managing adaptations
- The public notices were placed in the Birmingham Mail and the Birmingham Post on 19 May 2022 and 26 May 2022.
- On 30th May 2022 Mr X submitted three quotes for the remaining building works, with a copy of his structural survey however, supporting documents remain outstanding and once received formal confirmation can be provided to Mr X as to which contractor he can proceed with.

8. Legal and Resource Implications

The agreed payments will be made from an appropriate budget.

9. Risk Management & Equality Impact Assessment Issues

- 9.1 Disabled Facility Grants are awarded to support disabled citizens remain in their home and live as independently as possible, a key vision for Adult Social Care. The learning from this case will be implemented on the revision of the DFG policy's and should learning from this complaint not be used to develop the future delivery of Major Adaptations the main risk to the service would be delivering poor quality adaptations to vulnerable citizens of Birmingham. Resulting in poor service delivery which would reflect negatively on the Council.

10. Compliance Issues

- 10.1 On 22nd March 2022 the Staying Independent at Home (SIAH) Policy was approved at cabinet and outlines the mandatory and discretionary provision of the Disabled Facilities Grant. In addition, approval to proceed to an integrated service provision for minor and major adaptations was agreed. The process of setting up this service is currently at the commissioning stage to support the future delivery model.

Adult Social Care are working closely with the internal audit team to review the DFG service during 2022.

11. Recommendations

That the Audit Committee notes the actions being taken in response to the Local Government and Social Care Ombudsman's report.

Contact officer: Dawanna Campbell, Acting Assistant Practice Manager, Legal and Governance

e-mail address: Dawanna.Campbell@birmingham.gov.uk

**Graeme Betts, Director of the Adults and Social
Care Directorate**

e-mail address: Graeme.betts@birmingham.gov.uk