



Claim nos. AC-2025-LON-004377
AC-2025-LON-004115
AC-2025-LON-003631
AC-2025-LON-003810
AC-2025-LON-004028
AC-2025-LON-004377

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

BEFORE THE HON. MR JUSTICE CHAMBERLAIN

BETWEEN:

THE KING
on the application of
(1) SAMUEL SOLOMON
(2) SENAYIT DEGEN AGAZHE
(3) ABDULWASEA MOHAMEDADEM ABE
(4) HONELGN SOLOMON HELEBO
(5) LOZA SOLOMON DAWIT

Claimants

-and-

SECRETARY OF STATE FOR THE HOME DEPARTMENT

Defendant

ORDER

UPON hearing counsel for the Claimants and for the Defendant on 12 February 2026;

AND UPON the Defendant:

- (1) launching a pilot project in December 2024 ("**the Pilot**"), extending the period of notice of discontinuance of asylum support under the Immigration and Asylum Act 1999 following the grant of leave to remain ("**the move-on period**") from 28 to 56 days;
- (2) pausing the Pilot from 1 September 2025, save in respect of four exempted cohorts ("**the Pause**");

- (3) amending her Ceasing Section 95 Support Instruction (“**the Instruction**”) in September 2025 to reflect (at least in part) her discretion to extend or reinstate asylum support set out in the declaration below;

AND UPON the Claimants’ claims for judicial review in relation to (a) the Pause, (b) the application of the discretion under the Instruction and (c) the failure to inform individuals of the discretion in their asylum support discontinuation letters (“**ASDLs**”);

AND UPON the Defendant:

- (1) disclosing on 26 January 2026 and 3 February 2026 unpublished guidance which had been applied to requests for extensions and reinstatements of asylum support by her contractor, Migrant Help;
- (2) accepting that inaccurate statements, verified by statements of truth, were made in this litigation on her behalf, denying the existence or application of unpublished guidance concerning extensions and reinstatements of asylum support; and
- (3) having extended the Pilot until at least 28 February 2026;

AND UPON the parties agreeing as follows:

- (1) The Defendant has a broad discretion at common law to extend or reinstate asylum support (“the discretion”) for a new recipient of leave to remain beyond the period prescribed in Regulation 2 of the Asylum Support Regulations 2000 (“the relevant move-on period”).
- (2) The Defendant is required by Section 6 Human Rights Act 1998 to exercise the discretion compatibly with Article 3 ECHR.
- (3) The Defendant’s current policy concerning the exercise of the discretion outside the Pilot is that (a) she will exercise the discretion on a case-by-case basis; (b) the discretion may be exercised on the basis that the individual would otherwise face the prospect of imminent street homelessness; (c) where asylum support is extended or reinstated on the basis of imminent street homelessness, the decisive factor will in many cases be

whether or not the individual has made reasonable efforts to secure accommodation and/or support from other sources.

- (4) The Defendant's refusals to extend asylum support for each of the individual Claimants were unlawful.
- (5) The Defendant will, within one working day of the agreement of this Order ("the agreement"), issue a direction to her caseworkers ("the direction") and supply a copy of the direction to Migrant Help. The direction will direct the Defendant's caseworkers to extend asylum support to a maximum of 56 days (subject to the discretion to extend for longer as set out in paragraph (3) of the agreement above), where satisfied that the individual would otherwise face imminent street homelessness. The direction will be operated by the Defendant at least until either (i) the Pilot comes to an end or (ii) the Pause to the Pilot is lifted (whichever is earlier).
- (6) The Defendant will, within one working day of the agreement, send to her own caseworkers and to Migrant Help a copy of paragraphs (1)-(3) and (5) of the agreement above.
- (7) The Defendant will include within any ASDL issued after three working days from the agreement (a) an explanation that a person may request an extension or reinstatement of asylum support and how this can be done; and (b) a link to the Defendant's policy which will be applied to such requests.
- (8) The Defendant will within 28 days of the agreement amend the Instruction to include the terms of paragraphs 1-3 of the agreement above.
- (9) The Defendant will within 14 days of the agreement, *ex gratia* and as a gesture of good will for the purposes of these claims only, pay (a) the Second Claimant, Ms Agazhe, the sum of £170.15 and (b) the Fourth Claimant, Mr Helebo, the sum of £192.03 (minus any asylum support payments paid to them after the extension of their asylum support) by way of reimbursement of sums spent by them to secure accommodation before the grant of interim relief in each of their cases;

AND UPON the Claimants seeking permission to withdraw their claims on the basis that they have obtained in substance the relief sought;

IT IS ORDERED as follows:

1. The Claimants have permission to withdraw their claim and the claim is withdrawn.
2. The Defendant must pay the Claimants' costs of the claims on the standard basis, save that the costs of the First and Second Claimants from 22 December 2025 until the conclusion of the claim shall be paid on the indemnity basis.
3. The Defendant must make a payment on account of 40% of the Claimants' costs within 28 days of receipt of the Claimants' schedule of costs.
4. The Claimant's legally aided costs are to be subject to detailed assessment in accordance with the Civil Legal Aid (Remuneration) Regulations 2013 and CPR 47.18.

Order approved on 18 February 2026

BY THE COURT