

Policy - Civil penalties under the Renters' Rights Act 2025 and other housing legislation

Version control:

Date	Changes
8 December 2025	New Civil Penalty Notice policy – separated from main enforcement policy
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1. Introduction

1.1. This policy applies once the Council has made a decision to impose a civil penalty.

In this policy, the term 'landlord' should be read as including letting agents, managing agents, licensors, property owners, corporate landlords, directors of corporate landlords, registered providers of social housing, superior landlords and any other person involved in the letting or management of accommodation. In this policy, the term 'corporate landlord' should be read as referring to a body corporate that meets the definition of 'landlord' above.

In this policy, the terms 'House in Multiple Occupation' or 'HMO' are defined by the Housing Act 2004.

1.2. The following breaches are subject to a civil penalty with a statutory maximum of £7,000:

- Failure to give a written statement of terms and any other prescribed information under Section 16D of the Housing Act 1988.
- Attempting to let a property for a fixed term under Section 16E of the Housing Act 1988.
- Attempting to end a tenancy by service of a notice to quit under Section 16E of the Housing Act 1988.
- Attempting to end a tenancy orally or requiring that it is ended orally under Section 16E of the Housing Act 1988.
- Serving an eviction notice that attempts to end a tenancy outside the prescribed Section 8 process under Section 16E of the Housing Act 1988.
- Relying on a ground where the landlord does not reasonably believe that the landlord is/will be able to obtain possession under Section 16E of the Housing Act 1988.

- Failing to provide a tenant with prior notice that a ground which requires it may be used under Section 16E of the Housing Act 1988.
- Failure to give an existing tenant prescribed information about changes made by the Renters' Rights Act 2025 in the prescribed form and timeframe under paragraph 7(2) of schedule 6 to the Renters' Rights Act 2025.
- Discrimination relating to children in the lettings process under Section 33 of the Renters' Rights Act 2025.
- Discrimination relating to benefits in the lettings process under Section 34 of the Renters' Rights Act 2025.
- Failure to specify proposed rent within a written advertisement or offer under Section 56 of the Renters' Rights Act 2025.
- Inviting, encouraging or accepting any offer of rent greater than the stated rate under Section 56 of the Renters' Rights Act 2025.
- Failure by the responsible person to secure the removal of a Category 1 hazard at qualifying residential premises, other than the common parts of a building containing one or more flats, where it would have been reasonably practicable for them to do so, under Section 6A of the Housing Act 2004.

1.3. The following breaches are subject to a civil penalty with a statutory maximum of £40,000:

- Breach of duty under Regulation 3, 3B, 3C, and 3D of The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020.

1.4. The following offences are subject to a civil penalty with a statutory maximum of £40,000:

- Unlawful eviction and harassment of occupier under Section 1 of the Protection from Eviction Act 1977.
- Continuation of conduct subject to a relevant penalty (under s.16I or s.16K Housing Act 1988) after the 28-day period (or, if appealed, after conclusion of the appeal) where the final notice has not been withdrawn under Section 16J of the Housing Act 1988

- Conduct giving rise to liability under s.16I, where within the preceding five years the landlord has either (i) had a relevant penalty (under s.16I or s.16K Housing Act 1988) imposed for different conduct and the final notice has not been withdrawn, or (ii) been convicted under s.16J for different conduct under Section 16(J) of the Housing Act 1988.
- Relying on a ground knowing the landlord would not be able to obtain possession or being reckless as to whether they would under Section 16J of the Housing Act 1988.
- Breach of restrictions relating to reletting (s16(E)(2) Housing Act 1988) or remarketing (s16(E)(3) Housing Act 1988) a property within restricted period after using Grounds 1 or 1A of Schedule 2 Housing Act 1988 under Section 16J of the Housing Act 1988.
- Breach of a banning order under Section 21 of the Housing and Planning Act 2016.
- Failure to comply with an Improvement Notice under Section 30 of the Housing Act 2004.
- Contravention of an overcrowding notice under Section 139 of the Housing Act 2004.
- Failure to obtain a selective licence under Section 95 of the Housing Act 2004.
- Failure to obtain an HMO licence under Section 72 of the Housing Act 2004.
- Knowingly permitting over-occupation of an HMO under Section 72 of the Housing Act 2004.
- Failure to comply with management regulations in respect of HMOs under Section 234 of the Housing Act 2004.
- Failure to comply with HMO licence conditions under Section 72 of the Housing Act 2004.
- Failure to comply with selective licence conditions under Section 95 of the Housing Act 2004.

1.5. If a landlord has committed multiple breaches or offences, a separate civil penalty can, and usually will, be imposed for each breach and offence. In each

case, the level of any civil penalty imposed will be determined in accordance with this policy.

If multiple landlords have committed the same breach or offence at the same property, a separate civil penalty can, and usually will, be imposed on each offender. In each case, the level of civil penalty imposed on each offender will be in accordance with this policy.

- 1.6. This policy outlines the Council's methodology and mechanism for assessing and setting the level of a civil penalty at all stages where a civil penalty is under consideration, including the preparation of a notice of intent, and where a final decision has been made to impose a civil penalty.

When applying the civil penalties matrix, interim calculations at individual stages may result in figures that exceed the statutory maximum. Where the final amount reached following application of all relevant steps exceeds the statutory maximum, the civil penalty will be reduced to the applicable statutory maximum.

- 1.7. The Council considers the need for transparency and consistency to be of primary importance to ensure fairness in the discharge of its functions. The general objective of this policy is, therefore, to promote both transparency and consistency in the imposition of financial penalties so that those involved in the letting or management of accommodation (a) know how the Council will generally penalise relevant breaches and offences and (b) are assured that, generally, like cases will be penalised similarly, and different cases penalised differently.

- 1.8. The Council recognises that, despite its best efforts, landlords may operate unlawfully for a significant period without detection, and that only a proportion of those committing relevant breaches and offences will be identified. Accordingly, the Council seeks to ensure that civil penalties are set at a level that makes it clear to the landlord concerned and to others that operating unlawfully as a landlord is financially disadvantageous when compared to operating lawfully. The Council has a duty to act fairly, transparently and consistently when assessing civil penalties. To maintain fairness between all landlords, the

Council will not give weight to claims advanced as factors that might reduce the amount of a civil penalty unless those claims are supported by evidence that the Council reasonably considers to be relevant, reliable, credible, and sufficient in scope and detail to enable proper assessment of the claim, having regard to the nature of the claim, the information ordinarily available to the landlord, and the need for consistent and fair decision-making. Allowing inadequately evidenced assertions to influence outcomes would risk rewarding those who provide incomplete or misleading information and would create an unfair advantage over landlords who provide a full and properly evidenced account. Accordingly, the Council expects landlords against whom a civil penalty is being considered to provide all documents and records that would ordinarily exist if their account were accurate. Where such evidence is not provided, and no explanation that the Council considers adequate is given, the Council may draw an adverse inference.

- 1.9. Where claims are advanced without sufficient supporting evidence, the Council may request specified supporting material before determining whether to issue a final notice or whether any mitigation has been sufficiently evidenced so as to justify a lower civil penalty.

The further objectives of using financial penalties as a means of enforcing the above breaches and offences are explained below.

2. Statutory Guidance

- 2.1. The Government has issued statutory guidance entitled “Civil penalties under the Renters' Rights Act 2025 and other housing legislation”. The Council has had regard to this guidance in the drafting of this policy, and will have regard to it in the exercise of their functions in respect of civil penalties.

The Council has considered the following factors in developing this civil penalty policy to help ensure that the civil penalty is set at an appropriate level.

- a. **Severity of the breach or offence.** The more serious the breach or offence, the higher the penalty should be.
- b. **Culpability and track record of the offender.** A higher penalty will be appropriate where the offender has a history of failing to comply with

their obligations and/or their actions were deliberate and/or they knew, or ought to have known, that they were in breach of their legal responsibilities.

- c. **The harm caused to the tenant.** This is a very important factor when determining the level of penalty. The greater the actual harm or the potential for harm, principally to the tenant but also potentially the local community, the higher the penalty should be.
- d. **Punishment of the offender.** The penalty should, in a way that is fair, both punish the offender and demonstrate the consequences of not complying with their responsibilities.
- e. **Deter the offender from repeating breaches or offences.** The ultimate goal is to prevent any further offending and help ensure that the offender fully complies with all of their legal responsibilities in future. The level of the penalty should therefore be set at a level that it is likely to have a very significant deterrent effect.
- f. **Deter others from committing similar breaches or offences.** While the fact that someone has received a civil penalty may not be in the public domain, the civil penalty policy itself will be and local authorities should consider how their formal enforcement activity can be effectively publicised.

An important part of deterrence is the realisation on the part of landlords that the local housing authority is proactive in levying civil penalties where the need to do so exists and the civil penalty will be set at a high enough level such that operating lawfully will be the sensible financial choice.

- g. **Remove any financial benefit the offender may have obtained as a result of committing the breach or offence.** The principle here is that it should not be in the offender's financial interest to commit a breach or offence rather than comply, for example that the penalty for breaching licensing conditions in respect of occupancy of a property is less than the additional rent received as a result of the over-crowding. The absence of any financial benefit to the landlord does not mean though that the penalty should be reduced.

3. Civil Penalties Matrix

In determining the level of a civil penalty, officers will have regard to the matrix set out below. The matrix consists of the following sequential steps:

1. Determining the starting point based on the seriousness of the breach or offence.
2. Adjustment for factors relating to the type of landlord; size and type of portfolio controlled, owned or managed; experience of the landlord (“Landlord Type”)
3. Mitigating and aggravating factors the Council deems significant including, but not limited to, factors relating to the track record and culpability of the landlord and the actual or potential harm to the occupants.
4. Financial considerations.
5. Applying the totality principle.

3.1. Starting point based of seriousness of the breach or offence

The Ministry of Housing, Communities & Local Government has provided statutory guidance that prescribes starting points for all breaches and offences based on the seriousness of the breach or offence. The exception to this prescription is for breaches of licensing conditions under Sections 72(3) and 95(2) of the Housing Act 2004, where the Council has determined its own starting levels based on the seriousness of the specific licence condition or type of licence condition that has not be complied with.

3.2. Adjustment for factors relating to the type of landlord; size and type of portfolio controlled, owned or managed; experience of the landlord (“Landlord Type”)

While all landlords are expected to comply fully with their legal obligations, the Council considers that a higher standard of professionalism and regulatory awareness is reasonably expected of landlords who operate at greater scale, who have greater experience, or who are involved in more complex forms of

letting. Where such landlords fail to comply with their obligations, this will ordinarily justify a higher civil penalty.

A higher degree of professionalism is expected of landlords who:

- Control, own, or manage a significant portfolio of properties;
- Have significant experience in the letting or management of property;
- Are or have been involved in the letting or management of Houses in Multiple Occupation (HMOs);
- Are corporate landlords; or
- Are or have been directors of corporate landlords.

An upward adjustment of 20% of the applicable starting point will be applied where the landlord meets any one or more of the following criteria:

- The landlord has, at any point in time, controlled, owned, or managed six or more properties. These properties need not have been held concurrently or at the time civil penalty proceedings are brought.
- The landlord has, at any point in time, controlled, owned, or managed three or more properties that operated as HMOs, whether or not concurrently.
- The landlord is, or has previously been, a director of a corporate landlord.
- The landlord is a corporate landlord.
- The landlord has, in the Council's assessment and by reference to the available evidence, significant experience in the letting or management of property.

A downward adjustment of 20% of the applicable starting point will be applied only where all of the following criteria are met:

- The landlord has, at any point in time, controlled, owned, or managed no more than two properties.
- The landlord has controlled, owned, or managed no more than one property that has operated as an HMO, at any point in time.
- The landlord has, in the Council's assessment and by reference to the available evidence, very limited experience in the letting or management of property.

3.3. Mitigating and aggravating factors the Council deems significant including, but not limited to, factors relating to the track record and culpability of the landlord and the actual or potential harm to the occupants

To promote fairness and consistency in the administration of civil penalties, the Council will apply a structured and consistent framework when determining the extent to which mitigating and aggravating factors affect the quantum of any civil penalty.

General approach

Each breach or offence may have offence-specific mitigating and/or aggravating factors, which will be considered alongside the generic factors set out below.

Where multiple civil penalties are issued under this policy against the same landlord at the same time, and except where expressly stated otherwise, mitigating and aggravating factors will be considered and applied separately to each civil penalty when determining the quantum of each penalty.

Mitigating factors

The Council may reduce the level of a civil penalty by up to 20% of the applicable starting point to reflect the presence of mitigating factors.

Only in exceptional circumstances may the Council depart from the application of this policy in respect of mitigating factors and apply a reduction in excess of 20%. Exceptional circumstances are rare and unusual and are not established merely by the presence of multiple mitigating factors.

Within the framework of this policy, the Council has not sought to provide an exhaustive list of mitigating factors, recognising that a wide range of circumstances may potentially give rise to mitigation. However, the following generic mitigating factors will be considered in respect of each breach or offence:

Steps taken to remedy the basis of the breach or offence

Non-exhaustive examples include:

- Promptly remedying all elements of the breach or offence after receiving communication from the Council.

- Promptly remedying, within any time period specified by the Council, all the significant elements of the breach or offence leaving only less significant elements of the breach or offence.

A high level of cooperation

Non-exhaustive examples include:

- Proactive provision of significant information the Council reasonably considers relevant beyond that required by statutory notice.

Acceptance of liability

Non-exhaustive examples include:

- Accepting liability before or within the period for representations.

Where a landlord relies on a reasonable excuse defence or otherwise contests liability, this mitigating factor will not apply.

Health Circumstances

Non-exhaustive examples include:

- A serious health condition or medical incident experienced by the landlord during, or in the period immediately preceding, the breach or offence, where there is clear and reliable evidence that the condition had a direct and material impact on the landlord's ability to comply with the relevant legal obligation. Examples may include, but are not limited to, a heart attack, stroke, cancer diagnosis, or other acute or serious medical event causing significant incapacity or impairment.

Diminished culpability (limited responsibility)

Non-exhaustive examples include:

- A joint landlord who has evidenced that compliance arrangements for the subject property were directed and controlled by another joint landlord, and not by them.
- A landlord who became involved only after an unforeseen change in circumstances (such as the death of the previous landlord) and who

committed the breach or offence only for a limited period while putting their affairs in order.

The instruction of a managing or letting agent, or reliance on an agent's actions or omissions, will not of itself constitute diminished culpability.

Aggravating factors

The Council may increase the level of a civil penalty by up to 20% of the applicable starting point to reflect the presence of aggravating factors.

Only in exceptional circumstances may the Council depart from the application of this policy in respect of aggravating factors and apply an increase in excess of 20%. Exceptional circumstances are rare and unusual and are not established merely by the presence of multiple aggravating factors.

The following generic aggravating factors will be considered in respect of each breach or offence:

Previous history of non-compliance.

Non-exhaustive examples include:

- Previous successful prosecutions (including the circumstances underlying relevant spent convictions and, where justice requires it, relevant spent convictions themselves), previous civil penalties, previous rent repayment orders, previous works in default, previous simple cautions.

Concurrent investigations or proceedings relating to other civil penalties, prosecutions, or rent repayment orders will not be treated as previous non-compliance.

Non-cooperation with the Council.

Non-exhaustive examples include:

- Failure to comply with notices issued under Section 16 of the Local Government (Miscellaneous Provisions) Act 1976, Section 235 of the Housing Act 2004, or Section 114 of the Renters' Rights Act 2025 within the statutory time frame.
- Failing to provide a substantive response to a letter of alleged offence.

- Failing to attend previously agreed meetings, and failure to attend PACE interviews whether or not there was prior agreement to do so.

Where the Council has prosecuted, or is pursuing a prosecution, in respect of the same act or omission involving failure to provide legally required information (including failure to comply with a statutory notice), that conduct will not also be treated as an aggravating factor for the purposes of setting the civil penalty, in order to avoid double counting.

Where multiple civil penalties are imposed against the same landlord at the same time, this aggravating factor will be applied only to the civil penalty with the highest starting point, unless there is a clear and reasoned basis for applying it differently.

Deliberate intent or negligence when committing the offence.

Non-exhaustive examples include:

- Knowledge that the breach or offence was occurring.
- Continuation of offending after communication from the Council.
- Premeditation or planning, including steps taken to prevent detection or effective investigation.
- Providing false or misleading information to the Council.
- Applying pressure to occupants to deter cooperation with the Council.

The number of occupants affected.

Non-exhaustive examples include:

- 3-5 occupants affected.

Duration of non-compliance.

Non-exhaustive examples include:

- The offence or breach occurred over at least a 3–6 month period.

Vulnerability of occupants

Non-exhaustive examples include children and young adults, persons vulnerable by reason of age, disability or sensory impairment, persons with drug or alcohol dependency, victims of domestic abuse, children in care,

persons with complex health needs, persons who do not speak English as a first language, victims of trafficking or sexual exploitation, refugees, asylum seekers, and pregnant women.

3.4. Financial considerations

As permitted by statutory guidance, a general adjustment of +20% of the quantum of the civil penalty will be applied following the previous steps

The Council will review the quantum of the civil penalty and consider whether it is sufficient to act as an effective deterrent to future non-compliance. Where the Council has evidence that it considers to be sufficiently reliable regarding rental income and/or asset value from the landlords, it may determine that an increase in the level of the penalty is appropriate in order to achieve effective deterrence.

It is essential that, as an absolute minimum, landlords do not financially benefit from their offending behaviour.

Financial circumstances will ordinarily be considered after any written representations have been received and as part of the determination of any final notice.

Where a landlord seeks to rely on a strained or limited financial position as a basis for reducing the level of a civil penalty, that position must be supported by appropriate and verifiable evidence sufficient to enable the Council to assess the landlord's financial position consistently, objectively, and transparently. Unsupported assertions, partial disclosure, or selective provision of information will not be given weight.

As a minimum, and where such information exists, the following should be provided as part of any written representations:

- The last three full tax years' full self-assessment tax returns filed with HMRC, including all additional and supplemental pages;
- The last three full tax years' SA302 documents & tax year overviews;
- The last three months' payslips;
- The last three years P60 certificates;
- The last twelve months' Universal Credit payment statements;

- A list of all property assets owned or jointly owned (not limited to rental properties), together with corresponding Land Registry title documents;
- A list of all property assets owned by any corporate entity in which the landlord has a beneficial interest or in which the landlord holds a directorship, together with corresponding Land Registry documentation;
- The most recent annual mortgage statement for each property, or all the mortgage statements where the mortgage has been in place for less than twelve months;
- Valuation statements for all ISAs held;
- Statements from any crypto asset exchange accounts showing balances and valuations;
- A list of all shareholdings;
- Recent bank statements for any account holding a balance in excess of £5,000;
- Recent statements for all secured and unsecured loans;
- Bankruptcy orders and official notifications of bankruptcy.

Where the Council is not satisfied that it has been provided with sufficiently reliable, complete, and accurate information to assess the landlord's financial position, the Council may draw the inference that the landlord is able to pay the civil penalty as imposed.

A claimed inability to pay will not, of itself, outweigh the need to ensure effective deterrence or to remove any financial benefit obtained as a result of the breach or offence.

3.5. The totality principle

The Council will have regard to the totality principle to ensure that the overall outcome of its enforcement action is just and proportionate. In exceptional cases, and having regard to the particular circumstances of the case, the Council may take account of totality at an earlier stage by deciding not to pursue a civil penalty in respect of a specific breach or offence where doing so would render the overall outcome disproportionate.

In general, however, the application of the totality principle will form the final step in the Council's decision-making process, undertaken after any written

representations have been considered and before final notices are issued, once the level of each individual civil penalty has been assessed in accordance with this policy.

As a final step before issuing final notices, the Council will consider whether multiple civil penalties being imposed under this policy against the same landlord at the same time result in an aggregate amount that is just and proportionate. Where the Council concludes that the aggregate amount would not be just and proportionate, it will consider whether a proportionate reduction of the penalties is appropriate.

The totality principle does not operate across different legal persons who are separately liable in law, nor does it operate across civil penalties imposed at different times. In general, it applies only to multiple civil penalties imposed under this policy on the same person in respect of offending which occurred at the same time. Where, however, legislation provides that an officer of a body corporate, or a person concerned in its management, may be separately liable in relation to the same conduct as the body corporate, and that officer also holds a shareholding interest in the body corporate, the Council will, where civil penalties are imposed at the same time on both the body corporate and the officer arising from that same conduct, consider whether the combined outcome results in punitive duplication and is therefore not just and proportionate.

Where a reduction is applied under the totality principle, the Council will ordinarily do so by applying a uniform percentage reduction across all relevant civil penalties being issued at the same time, being those civil penalties that form part of the same totality assessment. The rates of reduction which will usually be applied are specified in the table below:

Number of financial penalties	Reduction in amount of each penalty %
2	2%
3	4%
4	6%
5	8%
6	10%
7	12%
8	14%

9	16%
10	18%
More than 10	20%

Where, however, the application of the totality principle is required to address punitive duplication arising from a shared economic interest between a body corporate and an officer, the Council may apply a differential adjustment to ensure that the overall outcome is just and proportionate.

This approach reflects the statutory guidance on the application of the totality principle and is intended to promote consistency, transparency, and proportionality, while avoiding arbitrary or selective adjustment of individual penalties.

In accordance with the statutory guidance, any rent repayment orders made in respect of the same breach or offence will be disregarded for the purposes of assessing the totality of civil penalties under this policy.

4. Offences and breaches where a civil penalty may be levied and relevant considerations as to the level of that penalty

4.1. Protection from Eviction Act 1977 offences

Unlawful eviction and harassment of occupier - Section 1 of the Protection from Eviction Act 1977

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£35,000	£40,000	£28,000	£35,000	£42,000

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- Violence or threats of violence.
- Disposal of possessions or threats to dispose of possessions.
- Breach or evasion of an injunction or undertaking.

- Loss of home.

4.2. Housing Act 1988 breaches and offences

Failure to give a written statement of terms and any other prescribed information - Section 16D of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£4,000	£7,000	£3,200	£4,000	£4,800

Breach-specific mitigating factors:

- Provision of some of the required terms and prescribed information within the required period.

Breach-specific aggravating factors:

- None.

Attempting to let a property for a fixed term - Section 16E(1)(a) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£4,000	£7,000	£3,200	£4,000	£4,800

Breach-specific mitigating factors:

- None.

Breach-specific aggravating factors:

- None.

Attempting to end a tenancy by service of a notice to quit - Section 16E(1)(b) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£6,000	£7,000	£4,800	£6,000	£7,200

Breach-specific mitigating factors:

- None.

Breach-specific aggravating factors:

- Tenant vacates property within four months of the attempt to end a tenancy by service of a notice to quit.

Attempting to end a tenancy orally or requiring that it is ended orally - Section 16E(1)(c) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£6,000	£7,000	£4,800	£6,000	£7,200

Breach-specific mitigating factors:

- None.

Breach-specific aggravating factors:

- Tenant vacates property within four months of the attempt to end a tenancy orally.

Serving a possession notice that attempts to end a tenancy outside the prescribed Section 8 process - Section 16E(1)(d) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£6,000	£7,000	£4,800	£6,000	£7,200

Breach-specific mitigating factors:

- None.

Breach-specific aggravating factors:

- Tenant vacates property within four months of the attempt to end a tenancy outside the prescribed Section 8 process.

Relying on a ground where the person does not reasonably believe that the landlord is, will, or may be able to obtain possession on that ground and the tenant(s) surrendered the tenancy within the period of four months beginning with the date of the contravention, without an order for possession of the dwelling-house being made – Section 16E(1)(e) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£6,000	£7,000	£4,800	£6,000	£7,200

Breach-specific mitigating factors:

- None.

Breach-specific aggravating factors:

- None.

Failing to provide a tenant with prior notice that a ground which requires it may be used – Section 16E(1)(f) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£3,000	£7,000	£2,400	£3,000	£3,600

Breach-specific mitigating factors:

- None.

Breach-specific aggravating factors:

- None.

Failure to give an existing tenant prescribed information about changes made by the Renters' Rights Act 2025 in the prescribed form and timeframe – paragraph 7(2) of schedule 6 to the Renters' Rights Act 2025 (The power to impose a civil penalty for this breach is contained in Section 16I(1) of the Housing Act 1988, as amended by paragraph 7(1) of Schedule 6 to the Renters' Rights Act 2025)

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£4,000	£7,000	£3,200	£4,000	£4,800

Breach-specific mitigating factors:

- Provision of some of the required prescribed information within the required period.
- Provision of prescribed information but not in the prescribed form.

Breach-specific aggravating factors:

- None.

Continuation of conduct subject to a relevant penalty (under s.16I or s.16K Housing Act 1988) after the 28-day period (or, if appealed, after conclusion of the appeal) where the final notice has not been withdrawn — Section 16J(3) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Double the starting level for the two constituent breaches added together	£40,000	Dependent on the constituent breaches	Dependent on the constituent breaches	Dependent on the constituent breaches

Breach-specific mitigating factors:

- None.

Breach-specific aggravating factors:

- None.

Conduct giving rise to liability under s.16I, where within the preceding five years the person has either (i) had a relevant penalty (under s.16I or s.16K Housing Act 1988) imposed for different conduct and the final notice has not been withdrawn, or (ii) been convicted under s.16J for different conduct – Section 16(J)(4) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Double the starting level for the two constituent breaches added together	£40,000	Dependent on the constituent breaches	Dependent on the constituent breaches	Dependent on the constituent breaches

Offence-specific mitigating factors:

- Dependent on the most recent conduct giving rise to liability to a civil penalty under Section 16I of the Housing Act 1988.

Offence-specific aggravating factors:

- Dependent on the most recent conduct giving rise to liability to a civil penalty under Section 16I of the Housing Act 1988.

Relying on a ground where the person knows that the landlord would not be able to obtain an order for possession on that ground, or being reckless as to whether the landlord would be able to do so and the tenant(s) surrendered the tenancy within the period of four months beginning with the date the ground was relied on, without an order for possession of the dwelling-house being made – Section 16J(1) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£30,000	£40,000	£24,000	£30,000	£36,000

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

Breach of restrictions relating to reletting (s16©(2) Housing Act 1988) or remarketing (s16©(3) Housing Act 1988) a property within restricted period after using Grounds 1 or 1A of Schedule 2 Housing Act 1988 - Section 16J(2) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£25,000	£40,000	£20,000	£25,000	£30,000

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

4.3. Housing and Planning Act 2016 offences

Breach of a banning order – Section 21(1) of the Housing and Planning Act 2016

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£35,000	£40,000	£28,000	£35,000	£42,000

Offence-specific mitigating factors:

- A single, isolated incident.

Offence-specific aggravating factors:

- Concealment or evasion.

4.4. Renters Rights Act 2025 breaches

Discrimination relating to children in the lettings process – Section 33(1) of the Renters’ Rights Act 2025

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£6,000	£7,000	£4,800	£6,000	£7,200

Breach-specific mitigating factors:

- None.

Breach-specific aggravating factors:

- None.

Discrimination relating to benefits in the lettings process – Section 34(1) of the Renters’ Rights Act 2025

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£6,000	£7,000	£4,800	£6,000	£7,200

Breach-specific mitigating factors:

- None.

Breach-specific aggravating factors:

- None.

Failure to specify proposed rent within a written advertisement or offer – Section 56(2) of the Renters’ Rights Act 2025

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£3,000	£7,000	£2,400	£3,000	£3,600

Breach-specific mitigating factors:

- None.

Breach-specific aggravating factors:

- None.

Inviting, encouraging or accepting any offer of rent greater than the stated rate – Section 56(3) of the Renters' Rights Act 2025

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£4,000	£7,000	£3,200	£4,000	£4,800

Breach-specific mitigating factors:

- None.

Breach-specific aggravating factors:

- None.

4.5. The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 breach of duties

Failure to comply with The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 Regulation 3: (3)(b), (3)(d), (3)©. Regulation 3D: (a), (b), (c), (f)

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£5,000	£40,000	£4,000	£5,000	£6,000

Breach-specific mitigating factors:

- The report or record evidences that the electrical installations were compliant at all points.

Breach-specific aggravating factors:

- The number or nature or severity of the issues observed on the report or record.

Failure to comply with The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020
Regulation 3: (1)(a), (1)(b), (1)(c), (3)(a), (3)(c), (3)(ca), (5)(b), (5)(c).
Regulation 3B: (1)(a), (1)(b), (1)(c). Regulation 3C: (1), (2)(a). Regulation 3D: (d), (e)

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£12,500	£40,000	£10,000	£12,500	£15,000

Breach-specific mitigating factors:

- The report or record evidences that the electrical installations were compliant at all points.

Breach-specific aggravating factors:

- The number or nature or severity of the issues observed on the report or record.

Failure to comply with The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020
Regulation 3: (4), (5a), (6). Regulation 3C: (2)(b), (4)

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£20,000	£40,000	£16,000	£20,000	£24,000

Breach-specific mitigating factors:

- None.

Breach-specific aggravating factors:

- The number or nature or severity of the issues observed on the report or record.

4.6. Statement of principles to determine the amount of a penalty charge under Part 4 of The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 (“the Regulations”)

Section 13 of the Regulations requires local housing authorities to prepare and publish a statement of principles which they propose to follow in determining the amount of a penalty charge.

The Regulations introduced legal requirements on relevant landlords to:

1. Equip a smoke alarm on each storey of the premises on which there is a room used wholly or partly as living accommodation.
2. During any period when the premises were occupied under the tenancy, to ensure that a carbon monoxide alarm is equipped in any room of the premises which is used wholly or partly as living accommodation and which contains fixed combustion appliance other than a gas cooker.
3. Carry out checks by or on behalf of the landlord to ensure that each prescribed alarm is in proper working order on the day the tenancy begins if it is a new tenancy.
4. Where, following a report made on or after 1st October 2022 by a tenant or by their nominated representative to the landlord, a prescribed alarm is found not to be in proper working order, the alarm is repaired or replaced.

For the purposes of the legislation, living accommodation includes a bathroom or lavatory.

Where the Council believe that a landlord is in breach of one or more of the above duties, the Council must serve a remedial notice on the landlord. The remedial notice is a notice served under Regulation 5 of the Regulations.

If the landlord then fails to take the remedial action specified in the notice within the specified timescale, the Council can require a landlord to pay a penalty charge and can arrange for remedial action to be taken under certain circumstances. The power to charge a penalty arises from Regulation 8 of the Regulations. Failure to comply with each remedial notice can lead to a fine of up to £5,000. Fines will be applied per breach, rather than per landlord or property.

The Council will impose a penalty charge where it is satisfied, on the balance of probabilities, that the landlord has not complied with the action specified in the remedial notice within the required timescale.

A landlord will not be considered to be in breach of their duty to comply with the remedial notice if they can demonstrate they have taken all reasonable steps to comply. Where there is evidence, including written correspondence, of repeated and consistent efforts to obtain access to the property, with access repeatedly being prevented by the occupant(s) of the property, a landlord will not be considered to be in breach of their duty to comply with the remedial notice. A landlord will be expected to have:

- Communicated the risk of harm that the lack of functioning alarms posed to all occupants in writing on multiple occasions
- Requested access to comply with the remedial notice on a regular basis of no longer than every seven days in writing

In considering the imposition of a penalty, the Council may look at the evidence concerning the breach of the requirement of the notice. A non-exhaustive list of methods that may be used to obtain relevant evidence includes, but is not limited to:

- Evidence obtained from a property inspection
- Evidence provided by the tenant or agent
- Evidence provided by the landlord demonstrating compliance with the Regulations by supplying dated photographs of alarms, together with installation records
- That all detector heads have not passed their expiration or replacement date

Landlords need to take steps to demonstrate that they have met the testing requirements at the start of the tenancy requirements. A non-exhaustive list of methods that may be used to evidence compliance with these testing requirements includes, but is not limited to:

- Tenants signing an inventory form which states that they observed the alarms being tested and confirming that the alarms were in working order at the start of the tenancy

Where a landlord is in breach, the local housing authority may serve a remedial notice. Failure to comply with each remedial notice can lead to a fine of up to £5,000. Fines will be applied per breach, rather than per landlord or property

When determining the amount of the penalty charge, regard will be had to whether this is a first breach under the Regulations.

Determining the amount of the penalty charge for a first breach

The minimum amount of a penalty charge for a first breach of the Regulations will be £2500. Only in exceptional circumstances may the Council depart from the application of this statement of principles and issue a penalty charge for less than £2500. Exceptional circumstances are rare and unusual and are not established merely by the presence of multiple mitigating factors

The starting level of a penalty charge for a first breach of the Regulations will be £3000. The penalty charge amount will then be varied depending on aggravating and mitigating factors.

Aggravating factor include, but are not limited to:

- The number of alarms not working or missing (the Regulations state there should be one per storey)
- Other fire safety concerns/defects in the property which increase the risk posed to the occupants
- The length of time the offence is believed to have been on-going

- The frequency of complaints by the occupiers to the landlord about the non-working or missing alarms
- The costs of any remedial work the Council have carried out in response to the breach
- Whether the property is let as a HMO (which increases the overall risk)
- The number of occupants living in the property
- Presence of vulnerable occupiers such as elderly, children or disabled people
- Any history of previous enforcement or non-compliance of the landlord
- Attempts to obstruct the investigation

Mitigating factors include, but are not limited to:

- The property being small and low-risk (for example a one-bedroom ground floor flat with a large number of fire escapes including large windows)
- A single occupant living in the property
- Evidence that all required alarms were checked and in working order at the start of the tenancy
- Written evidence that some efforts to gain access and comply with the remedial notice were made and access was prevented by the occupant

Determining the amount of the penalty charge for a subsequent breach

The penalty for subsequent breaches by the same landlord will be £5000. Only in exceptional circumstances may the Council depart from the application of this statement of principles and issue a penalty charge for less than £5000. Exceptional circumstances are rare and unusual and are not established merely by the presence of multiple mitigating factors.

4.7. Statement of principles to determine the amount of a penalty charge for a breach of minimum energy efficiency standards (MEES) with respect to domestic privately rented property

The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 (“the Regulations”) make it unlawful to rent out a domestic property if it has an EPC (Energy Performance Certificate) rating of F or G (unless a valid exemption has been registered on the PRS Exemptions register).

The Regulations make it unlawful to fail to comply with a compliance notice served by the Council.

The Regulations cover all relevant properties, even where there has been no change of tenancy.

The Regulations were introduced to improve the energy efficiency of housing in the private rented sector and to reduce greenhouse gas emissions and tackle climate change. They should help make tenants' homes more thermally efficient.

An energy performance certificate (EPC) gives the property an energy efficiency rating – A rated properties are the most energy efficient and G rated are the least efficient. It's valid for 10 years and must be provided by the owner of a property, when it is rented or sold.

If you are a landlord and you fail, when requested, to provide an EPC for the start of a tenancy, you will be in breach of the Regulations.

An EPC contains information about the type of heating system and typical energy costs. It also gives recommendations about how the energy use could be reduced, lowering running costs. You can find the recommended energy efficiency improvements on the current EPC.

If you're a private landlord, you must either:

- ensure your rented properties have an EPC with a minimum 'E' rating
- register a valid PRS exemption on the PRS exemptions register

Failure to do either of these is a breach of the Regulations.

The Council investigates any potential breaches of the regulations. If the Council is satisfied that you are, or have at any time in the 18 months preceding the date of service of the penalty notice, breached the Regulations, you may be subject to a penalty notice imposing a financial penalty. The Council may also impose a publication penalty.

The "publication penalty" means publication, for a minimum period of 12 months, or such longer period as the Council may decide, on the PRS Exemptions Register of such of the following information in relation to a penalty notice as the Council decides:

- Where the landlord is not an individual, the landlord's name
- Details of the breach of these Regulations in respect of which the penalty notice has been issued
- The address of the property in relation to which the breach has occurred, and
- The amount of any financial penalty imposed.

The Council will impose the following financial penalties:

- (a) letting a property with an F or G rating for less than 3 months: £2,000
- (b) letting a property with an F or G rating for more than 3 months: £4,000
- (c) registering false or misleading information on the PRS exemptions register: £1,000
- (d) failing to provide information to the Council demanded by a compliance notice: £2,000

The Council may not impose a financial penalty under both Subsections (a) and (b) above in relation to the same breach of the Regulations. But they may impose a financial penalty under either paragraph (a) or paragraph (b), together with financial penalties under paragraphs (c) and (d), in relation to the same breach. Where penalties are imposed under more than one of these paragraphs, the total amount of the financial penalty may not be more than £5,000.

4.8. Housing Act 2004 breaches and offences

Failure by the responsible person to secure the removal of a Category 1 hazard at qualifying residential premises, other than the common parts of a building containing one or more flats, where it would have been reasonably practicable for them to do so - Section 6A of the Housing Act 2004.

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£6,000	£7,000	£4,800	£6,000	£7,200

Breach-specific mitigating factors:

- Access prevented by occupant(s) despite appropriate, and evidenced, landlord steps in attempting to gain access

Breach-specific aggravating factors:

- None.

Failure to comply with an improvement notice - Section 30(1) of the Housing Act 2004

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£25,000	£40,000	£20,000	£25,000	£30,000

Offence-specific mitigating factors:

- The nature and extent of hazard(s) that are present once the deadline for compliance has passed.
- Whether the property is unoccupied once the deadline for compliance has passed.
- Access to the property was prevented by the actions or refusal of the occupant(s) and a landlord can evidence that they took steps to obtain access to the property for the purpose of carrying out the

required works, but those steps fell short of establishing a reasonable excuse for non-compliance.

Offence-specific aggravating factors:

- The nature and extent of hazard(s) that are present once the deadline for compliance has passed.

Failure to comply with an overcrowding notice - Section 139(7) of the Housing Act 2004

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£20,000	£40,000	£16,000	£20,000	£24,000

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- The level of overcrowding present.

Failure to obtain a selective licence - Section 95(1) of the Housing Act 2004

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£12,000	£40,000	£9,600	£12,000	£14,400

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- The landlord has knowledge or experience of licensing requirements.
- The condition of the unlicensed property.

Failure to obtain an HMO licence - Section 72(1) of the Housing Act 2004

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£17,000	£40,000	£13,600	£17,000	£20,400

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- The landlord has knowledge or experience of licensing requirements.
- The condition and/or facilities of the unlicensed property.

Knowingly permitting over-occupation of an HMO - Section 72(2) of the Housing Act 2004

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£20,000	£40,000	£16,000	£20,000	£24,000

Offence-specific mitigating factors:

- There are suitable amenity and space provisions in the HMO.

Offence-specific aggravating factors:

- The level of over-occupation present.

Failure to Comply with The Management of Houses in Multiple Occupation [England] Regulations 2006 and The Licensing and Management of Houses in Multiple Occupation (Additional Provisions) (England) Regulations 2007 – Section 234(3) of the Housing Act 2004

The Management of Houses in Multiple Occupation (England) Regulations 2006 impose duties on the persons managing HMOs in respect of:

- Providing information to occupiers [Regulation 3]
- Taking safety measures, including fire safety measures [Regulation 4]
- Maintaining the water supply and drainage [Regulation 5]
- Supplying and maintaining gas and electricity, including having these services/appliances regularly inspected [Regulation 6]
- Maintaining common parts [Regulation 7]
- Maintaining living accommodation [Regulation 8]
- Providing sufficient waste disposal facilities [Regulation 9]

The Licensing and Management of Houses in Multiple Occupation (Additional Provisions) (England) Regulations 2007 impose duties on the persons managing HMOs as defined by Section 257 Housing Act 2004 in respect of:

- Providing information to occupiers [regulation 4]
- Taking safety measures, including fire safety measures [regulation 5]
- Maintaining the water supply and drainage [regulation 6]
- Supplying and maintaining gas and electricity, including having these services/appliances regularly inspected [regulation 7]
- Maintaining common parts [regulation 8]
- Maintaining living accommodation [regulation 9]
- Providing sufficient waste disposal facilities [regulation 10]

Where there are multiple breaches of a single Management Regulation at a single HMO, a single civil penalty will be imposed which will cover all the breaches of that Management Regulation.

Where multiple Management Regulations have been breached at a single HMO, a separate civil penalty will be imposed for each Management Regulation that has been breached.

Name of Management Regulation	Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Duty of manager to provide information to occupier	£3,000	£40,000	£2,400	£3,000	£3,600

Offence-specific mitigating factors:

- The nature and extent of offences within the specific regulation

Offence-specific aggravating factors:

- The nature and extent of offences within the specific regulation

- The landlord has refused to provide any outstanding contact information more than 48 hours after it has been requested by an occupant or on behalf of an occupant.

Name of Management Regulation	Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Duty of manager to take safety measures	£20,000	£40,000	£16,000	£20,000	£24,000

Offence-specific mitigating factors:

- The number, nature and extent of offences within the specific regulation

Offence-specific aggravating factors:

- The number, nature and extent of offences within the specific regulation

Name of Management Regulation	Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Duty of manager to maintain water supply and drainage	£10,000	£40,000	£8,000	£10,000	£12,000

Offence-specific mitigating factors:

- The number, nature and extent of offences within the specific regulation

Offence-specific aggravating factors:

- The number, nature and extent of offences within the specific regulation

Name of Management Regulation	Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Duty of manager to supply and maintain gas and electricity	£12,000	£40,000	£9,600	£12,000	£14,400

Offence-specific mitigating factors:

- The number, nature and extent of offences within the specific regulation

Offence-specific aggravating factors:

- The number, nature and extent of offences within the specific regulation

Name of Management Regulation	Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Duty of manager to maintain common parts, fixtures, fittings and appliances	£7,000	£40,000	£5,600	£7,000	£8,400

Offence-specific mitigating factors:

- The number, nature and extent of offences within the specific regulation

Offence-specific aggravating factors:

- The number, nature and extent of offences within the specific regulation

Name of Management Regulation	Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Duty of manager to maintain living accommodation	£7,000	£40,000	£5,600	£7,000	£8,400

Offence-specific mitigating factors:

- The number, nature and extent of offences within the specific regulation

Offence-specific aggravating factors:

- The number, nature and extent of offences within the specific regulation

Name of Management Regulation	Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Duty to provide waste disposal facilities	£7,000	£40,000	£5,600	£7,000	£8,400

Offence-specific mitigating factors:

- The nature and extent of offences within the specific regulation

Offence-specific aggravating factors:

- The nature and extent of offences within the specific regulation
- The lack of sufficient refuse and/or litter containers either inside and/or outside the property has been previously reported
- The refuse and/or litter that requires disposal includes hazardous materials

Breach of licence conditions – Section 72(3) Housing Act 2004

All granted HMO licences impose a set of conditions on the licence holder. It is important that the licence holder of a licensed property complies with all

imposed conditions, but the Council recognises that a failure to comply with certain licence conditions is likely to have a much bigger impact on the safety and comfort of residents than others.

The starting levels for each different type of licence condition breach is set out below based on the seriousness of the offence. Where a licence condition could be interpreted to fall within two different potential starting levels, the higher starting level will be chosen.

Where multiple licence conditions have been breached at a single property, a separate civil penalty will be imposed for each licence condition that has been breached. The HMO licence conditions can be found in full at Appendix 1.

Failure to comply with licence conditions related to:

Summary				
Display manager's contact details in common parts and provide emergency number				
Display licence and licence conditions in common parts; issue to tenants				
Provide tenants with written terms of occupancy				
Provide names of occupiers and dates of occupation				
Attend council-required training courses (Code of Practice)				
Carry out items on schedule of works in relation to providing updated safety certificates				
Carry out items on schedule of works not otherwise mentioned in licence conditions relating to non-compliance with items on schedule of works				

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£4,000	£40,000	£3,200	£4,000	£4,800

Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

Failure to comply with licence conditions related to:

Summary
Provide safety declaration for electrical appliances/furniture
Ensure furniture meets Fire Safety Regulations 1988

Provide adequate recycling/rubbish containers and storage
Comply with Camden's waste management schemes
Provide tenants with information regarding their waste management responsibilities*
Keep gardens/yards free from discarded furniture, electrical items, bedding and refuse*
Address pest infestations unless tenant-caused
Notify Camden of material changes to licence holder, property, or management
Arrange access for inspections to ensure compliance
Carry out items on schedule of works in relation to provision of mechanical extraction or electrical sockets

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£7,000	£40,000	£5,600	£7,000	£8,400

Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

Failure to comply with licence conditions related to:

Summary
Ensure the property is maintained in good order and repair (applies where no other licence condition applies)
Take steps to prevent/reduce anti-social behaviour (ASB)
Provide evidence of ASB management practice
Ensure occupancy terms include anti-social behaviour prohibition
Submit annual Gas Safety Certificate and provide to occupants
Provide Electrical Installation Condition Report (EICR) on request
Carry out PAT test on landlord-supplied appliances annually and provide report to the Council upon request
Provide fire risk assessment (FRA) under Regulatory Reform Order 2005
Advise Camden of proposed changes affecting HMO licence/conditions
Carry out items on schedule of works in relation to the provision of personal hygiene facilities, kitchen facilities or heating

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£12,500	£40,000	£10,000	£12,500	£15,000

Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

Failure to comply with licence conditions related to:

Summary				
Ensure occupation does not exceed max persons/households or allow use of zero-rated rooms				
Ensure compliance with minimum room size standards for sleeping accommodation				
Vacate or reduce occupancy in undersized rooms within required timeframe				
Address room size breaches within required timeframe				
Provide notice to the Council regarding occupancy of the property				

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£20,000	£40,000	£16,000	£20,000	£24,000

Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

Failure to comply with licence conditions related to:

Maintain smoke alarms and emergency lighting; provide test reports
Install and maintain carbon monoxide alarms; provide declarations
Carry out items on schedule of works in relation to fire safety or the provision of a Carbon Monoxide detector

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£25,000	£40,000	£20,000	£25,000	£30,000

Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

5. Process for imposing a civil penalty and the right to make written representations

5.1. Notice of intent

Before imposing a civil penalty on a landlord, the Council will give the landlord a notice of intent. The notice of intent will set out:

- The amount of the proposed civil penalty
- The reasons for proposing to impose the civil penalty
- Information about their right to make written representations

5.2. Right to make written representations

A landlord who is given a notice of intent may make written representations to the Council about the proposal to impose a civil penalty. Any representations must be made within a period of 28 days beginning with the day after the date on which the notice of intent was given.

5.3. Decision after the representations period

After the end of the period for representations the Council will:

- Decide whether to impose a civil penalty on the landlord; and
- If it decides to impose a civil penalty, decide the amount of the penalty. This amount can be higher or lower than the amount stated in the notice of intent.

A landlord's rectification of the identified breach or offence during the representations period will rarely, of itself, lead the Council to conclude that the imposition of a civil penalty is inappropriate. However, compliance at that stage

will usually be relevant to the assessment of mitigating factors that may reduce the level of any civil penalty imposed.

Similarly, an admission of liability will rarely, of itself, lead the Council to conclude that the imposition of a civil penalty is inappropriate. An admission of liability will, however, usually be relevant to the assessment of mitigating factors that may reduce the level of any civil penalty imposed.

5.4. Final notice

If, following the receipt of written representations and/or the expiry of the time period to make written representations, the Council decides to impose a civil penalty on the landlord, it will give the landlord a final notice imposing that penalty.

The final notice will set out:

- The amount of the civil penalty
- The reasons for imposing the penalty
- Information about how to pay the penalty
- The period for payment of the penalty
- Information about rights of appeal
- The consequences of failure to comply with the notice

6. Discount for prompt payment

Where a civil penalty imposed by a final notice is paid in full within the period specified in that notice (normally 28 days beginning with the day after the final notice is given) and no appeal is lodged with the First-tier Tribunal, the Council will apply a discount of 15% to the amount of the civil penalty.

The availability of the discount is conditional upon full payment being received within the specified period.

Illustrative example of the application of the discount

The landlord of an HMO property fails to obtain a licence. They only operate two HMO properties and there are no other relevant factors or aggravating

features. The starting point for the offence under the Council's civil penalties matrix is £17,000.

Following the issue of a notice of intent proposing a civil penalty of £17,000, the landlord makes written representations. Having considered those representations, the Council determines to impose a civil penalty of £16,000, as set out in the final notice.

If the landlord pays the civil penalty in full within the payment period specified in the final notice, a 15% prompt payment discount is applied, resulting in a discounted payment of £13,600.

7. Appeals

A landlord who is given a final notice may appeal to the First-tier Tribunal (Property Chamber) against the decision to impose a civil penalty and/or the amount of the civil penalty. Any appeal must be made within 28 days beginning with the day after the date on which the final notice was given.

Where an appeal is brought, the final notice is suspended until the appeal is finally determined or withdrawn.

An appeal to the First-tier Tribunal is by way of a re-hearing of the Council's decision. In determining an appeal, the Tribunal may have regard to matters of which the Council was unaware at the time the decision to impose the civil penalty was made.

The Tribunal may dismiss an appeal if it is satisfied that the appeal is frivolous, vexatious, an abuse of process, or has no reasonable prospect of success.

The First-tier Tribunal may invite the parties to consider mediation or another form of alternative dispute resolution. The Council will consider whether to enter mediation on a case-by case basis.

On determination of an appeal, the Tribunal may:

- Confirm the civil penalty
- Vary the amount of the civil penalty (whether by increase or reduction)
- Cancel the civil penalty

Where the Tribunal varies a civil penalty by increasing its amount, it may do so only up to the applicable statutory maximum for the relevant breach or offence (£7,000 or £40,000, as applicable).

A party to the appeal may apply for permission to appeal the decision of the First-tier Tribunal to the Upper Tribunal (Lands Chamber).

Appendix 1. Camden Councils HMO licensing conditions

Licence conditions

The licence holder/manager is prohibited from allowing a new resident to occupy the HMO and/or parts of the HMO if: -

- that occupation exceeds the maximum number of permitted persons or households in the HMO; or
- that occupation exceeds the maximum number permitted for any unit of accommodation; and
- a room used as sleeping accommodation has a maximum permitted number of zero. The room must not be re-let/re-occupied again once the current tenant has vacated.

A 'new resident' is a person not in occupation in the property or part of the property at the date the licence is issued.

The licence holder must ensure that the floor area of any room in the HMO used as sleeping accommodation complies with the following minimum prescribed standard:

- a) A room less than 4.64m² is not used as sleeping accommodation by any person (including children)
- b) A room less than 6.51m² is not used as sleeping accommodation by a person aged over 10 years
- c) A room less than 10.22m² is not used as sleeping accommodation by more than one person.

In addition, if a room currently used as sleeping accommodation is:

- a) below 6.51m² the licence holder must ensure it is vacated no later than 18 months from the first licence issue date; or
- b) below 10.22m² and occupied by two persons the licence holder must ensure the number of occupiers is reduced to one no later than 18 months from the first licence issue date; or

- c) below 4.64m² and occupied by a person under 10 years of age the licence holder must ensure it is vacated no later than 18 months from the first licence issue date.

The licence holder will be committing an offence in respect of condition 3 above if:

- a) no action has been taken to correct a breach of the minimum room sizes within 18 months of the first licence issue date; or
- b) new tenants have been allowed to occupy a room in breach of the maximum number permitted by the licence

Where condition 3 above is not being met and the licence holder has not knowingly permitted the breach, the council will:

- give the licence holder notice of the of the breach, and
- specify a period in which the licence holder must take action to comply with the prescribed minimum room size. The maximum period specified will be not more than 18 months.

The licence holder shall ensure that the property is in compliance with the London Borough of Camden's HMO standards. The works required to achieve this are detailed in the attached schedule of works. Where applicable, the schedule also confirms if new or updated safety certificates are required.

The licence holder must ensure the property is maintained in good order and repair.

The licence holder shall ensure that the name, address, email and telephone number of the person responsible for managing the property is displayed in a prominent position in the common parts of the house. A 24 hour emergency telephone number should also be provided.

The licence holder shall ensure that a copy of the licence and licence conditions is displayed in a prominent position in the common parts of the house. The licence holder must also provide a copy to each person before the start of their occupation.

The licence holder shall supply the occupiers of the house with a written statement of the terms on which they occupy the house. The licence holder shall provide the London Borough of Camden with a copy of any such statement or statements within 21 days of a written request.

The licence holder shall take all reasonable and practicable steps to prevent or reduce antisocial behaviour by persons occupying or visiting the house. All complaints of anti-social behaviour by occupants or their visitors made by other occupants or neighbours shall be investigated and the appropriate action taken.

The licence holder shall provide to the London Borough of Camden evidence of the management practice and procedures in place to address any anti-social behaviour that may arise within 21 days of a written request.

The written statement provided to occupiers on their terms of occupancy shall include an express prohibition on anti-social behaviour that causes a nuisance or annoyance to other occupiers or neighbours

Where a gas supply is provided the licence holder shall submit to the London Borough of Camden annually for their inspection the current gas safety certificate obtained within the last 12 months in respect of all gas installations and appliances in the parts of the house under their control. Copies shall also be given to the occupants of the house.

The licence holder must obtain a current test certificate for the fixed electrical installation in the parts of the house under their control. A copy of the current electrical installation and condition report certificate is to be provided to the London Borough of Camden within 7 days of receiving a written request.

The licence holder shall ensure that electrical appliances and furniture made available by them in the house are kept in a safe condition. The licence holder shall obtain an electrical appliance test report (PAT test) every 12 months in respect of all electrical appliances supplied by the landlord at the HMO and provide a copy to the London Borough of Camden within 21 days of a written request.

The licence holder shall, on demand, provide the London Borough of Camden with a declaration as to the safety of any electrical appliances and furniture they have supplied in the HMO within 21 days of the demand.

All upholstered furniture and covers and fillings of cushions and pillows should comply with the requirements of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).

The licence holder shall keep smoke alarms and any emergency lighting in proper working order. The licence holder shall, on demand, provide the London Borough of Camden with a BS5839 test report relating to the fire alarm and detection system and/or a BS5266 test report relating to the emergency lighting within 21 days of the demand.

The licence holder shall ensure that a carbon monoxide alarm is installed in any room in the HMO which is used wholly or partly as living accommodation and contains a gas appliance or has a flue from a gas appliance running through it. The carbon monoxide alarm is to be kept in proper working order. The licence holder shall, on demand, provide the London Borough of Camden with a declaration as to the position and condition of the alarm within 21 days of the demand.

The licence holder shall provide the London Borough of Camden with a written copy of the fire risk assessment (FRA) carried out by a responsible person under the Regulatory Reform (Fire Safety) Order 2005 within 21 days of a written request.

The licence holder shall ensure that there are sufficient containers provided for household recycling and rubbish. All recycling and rubbish containers must be provided with a dedicated and appropriate storage area.

The licence holder must comply with any scheme provided by Camden Council which relates to the storage and disposal of household waste at the HMO pending collection.

The licence holder must provide tenants with written information at the start of their tenancy detailing their waste management responsibilities. This must include the collection days, times, and locations for putting out rubbish, recycling, and food waste (and which containers to use), the requirement to return bins to their proper place after collection; and to dispose of bulky waste using an appropriate collection service. Evidence this information was provided to each occupier must be kept for the duration of the licence period and provided to the Council within 21 days on request.

The licence holder shall ensure gardens, yards or other areas under their control are kept free from items such as old or broken furniture, discarded electrical appliances, mattresses/bedding and other general refuse.

The licence holder shall take such steps as are necessary to treat any pest infestation within the parts of the house under their control. Such steps should include engaging a pest control contractor to undertake a survey of the house and undertaking such treatment and proofing works as required. The Council will consider an exception where the infestation is clearly as a result of the tenant's behaviour or neglect.

The licence holder shall inform the private sector housing team at the London Borough of Camden in writing of any material change of circumstances in respect of the licence holder, manager or anyone else involved with the property, the property itself or its management within 21 days of such a change occurring.

The licence holder must advise the private sector housing team at the London Borough of Camden in writing of any proposed changes to the construction, layout, amenity provision or mode of occupation of the HMO which would affect the licence, licence conditions or permitted number. This includes change from a 'shared-house' HMO with *cohesive* living arrangements to an HMO let on a 'room-by-room' basis. No such alterations shall be made without prior consent.

The licence holder shall arrange for access to be granted to all common parts, and where possible all other areas including rooms, at any reasonable time for the purpose of inspection to ensure compliance with licence conditions.

The licence holder shall provide the London Borough of Camden with the following particulars within 21 days of written notice:

- The names of individuals and households living in the house and the parts of the property they occupy; and
- The dates when each individual and household moved into the property

The licence holder shall upon the request of the London Borough of Camden attend such training courses as required in relation to any applicable Code of Practice approved under the provisions of the Housing Act 2004 Section 233.

Appendix 2. Licence conditions grouped by CPN starting points.

Summary	CPN starting point
Display manager's contact details in common parts and provide emergency number	£4,000
Display licence and licence conditions in common parts; issue to tenants	
Provide tenants with written terms of occupancy	
Provide names of occupiers and dates of occupation	
Attend council-required training courses (Code of Practice)	
Carry out items on schedule of works in relation to providing updated safety certificates	
Carry out items on schedule of works not otherwise mentioned in licence conditions relating to non-compliance with items on schedule of works	
Provide safety declaration for electrical appliances/furniture	£7,000
Ensure furniture meets Fire Safety Regulations 1988	
Provide adequate recycling/rubbish containers and storage	
Comply with Camden's waste management schemes	
Provides tenants with information regarding their waste management responsibilities	
Keep gardens/yards free from discarded furniture, electrical items, bedding and refuse	
Address pest infestations unless tenant-caused	
Notify Camden of material changes to licence holder, property, or management	
Arrange access for inspections to ensure compliance	
Carry out items on schedule of works in relation to provision of mechanical extraction or electrical sockets	
Ensure the property is maintained in good order and repair	£12,500
Take steps to prevent/reduce anti-social behaviour (ASB)	
Provide evidence of ASB management practice	
Ensure occupancy terms must include anti-social behaviour prohibition	
Submit annual Gas Safety Certificate and provide to occupants	
Provide Electrical Installation Condition Report (EICR) on request	
PAT test landlord-supplied appliances annually; provide report	
Provide fire risk assessment (FRA) under Regulatory Reform Order 2005	
Advise Camden of proposed changes affecting HMO licence/conditions	
Carry out items on schedule of works in relation to the provision of personal hygiene facilities, kitchen facilities or heating	
Ensure occupation does not exceed max persons/households or allow use of zero-rated rooms	£20,000
Ensure compliance with minimum room size standards for sleeping accommodation	

Vacate or reduce occupancy in undersized rooms within required timeframe	
Offence for failing to address room size breaches within timeframe	
Provide notice to the Council regarding occupancy of the property	
Maintain smoke alarms and emergency lighting; provide test reports	£25,000
Install and maintain carbon monoxide alarms; provide declarations	
Carry out items on schedule of works in relation to fire safety or the provision of a Carbon Monoxide detector	