# CABINET

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| **DATE** | 10th November 2026 |
| **REPORT OF** | Councillor Paul Batson, Portfolio Holder for Housing, Infrastructure and Transport |
| **RESPONSIBLE OFFICER** | Mark Barrow, Interim Director of Economy, Environment and Infrastructure. |
| **SUBJECT** | Housing Enforcement and Civil Penalty Policies |
| **STATUS** | Open |
| **FORWARD PLAN REF NO.** | CB 11/26/06 |

## CONTRIBUTION TO OUR AIMS

Private Sector Housing Enforcement is integral to the regulation of the Private Housing Sector. It ensures that non-complaint landlords are held accountable and helps residents live in safe, healthy and sustainable homes, directly supporting the Council's priority of delivering good and sustainable homes.

## EXECUTIVE SUMMARY

The Council as the Local Housing is required to have an Enforcement Policy setting how it will take enforcement related activity in addition to a Civil Penalty Policy setting out its penalty calculation process. The existing Enforcement Policy needed a comprehensive review to ensure it is fit for purpose and incorporates changes such as those introduced by the Renters' Rights Act 2025. The Civil Penalty Policy required a full rewrite as Statutory Guidance along with the introduction of additional breaches and offences under Renters' Rights Act 2025 and other legislation meant the previous Policy was no longer suitable. The revised policies ensure the Council can effectively respond to legislative changes, utilise available enforcement powers, recover appropriate costs incurred through enforcement activity and maintain confidence in the regulation of the private rented sector.

## RECOMMENDATIONS

It is recommended that Cabinet approves and adopts:

- The Housing Enforcement Policy,
- The Civil Penalty Policy, and
- The proposed alternative approach to costs for enforcement action as detailed in this report.

## REASONS FOR DECISION

To enable the Council to effectively undertake enforcement action where necessary within the Private Housing Sector and ensure it is undertaken in accordance with the statutory requirements as detailed within the policies.

## 1. BACKGROUND AND ISSUES

1.1 The Housing Enforcement Policy and Civil Penalty Policy have been comprehensively reviewed and updated to reflect significant legislative, operational and local policy developments affecting the private rented sector.

1.2 The existing Housing Enforcement Policy required revision to incorporate the Council's expanded enforcement responsibilities under the Renters' Rights Act 2025, including new investigatory powers, enforcement duties, civil penalties and reporting requirements. The revised policy also strengthens the Council's approach to tackling poor housing conditions, management failures and unlawful landlord practices.

1.3 In addition, the policies have been updated to reflect the Council's current Selective Licensing Scheme, ensuring consistency between licensing activity, enforcement action and landlord compliance expectations. The revised documents provide a clear framework for enforcement action against unlicensed properties and breaches of licence conditions.

1.4 The review also provides an opportunity to modernise the Council's approach to cost recovery and ensure that enforcement activity is appropriately resourced and financially sustainable.

Housing Enforcement Policy

1.5 The revised Housing Enforcement Policy:

- Incorporates enforcement duties and powers introduced through the Renters' Rights Act 2025.
- Includes updated investigatory powers, information-gathering powers and powers of entry available to local housing authorities.
- Reflects current statutory guidance and national enforcement expectations.
- Strengthens the Council's position regarding Rent Repayment Orders, Banning Orders and civil penalties.
- Formally incorporates enforcement activity relating to Selective Licensing and property licensing offences.
- Clarifies the Council's approach to informal action, formal action, prosecution, civil penalties and works in default.
- Includes provisions for recovering enforcement costs and expenses where legislation permits.

Civil Penalty Policy

1.6 The Civil Penalty Policy has been fully revised and expanded to:

- Reflect the new offences and breaches introduced through the Renters' Rights Act 2025.
- Include a transparent and evidence-based methodology for calculating civil penalties.
- Ensure consistency, fairness and proportionality in financial penalties across all housing enforcement functions.
- Strengthen deterrence against non-compliance.

- Support the Council's commitment to improving standards within the private rented sector.
- Introduce a structured matrix covering Housing Act 2004 offences, licensing offences, unlawful eviction offences, electrical safety offences and Renters' Rights Act offences.

Housing Enforcement Cost Recovery

1.7 As part of the policy review, it is proposed that Housing Enforcement cost recovery arrangements are updated.

1.8 Historically, fixed charges of:
- £460 for a single occupied dwelling requiring formal enforcement action; and
- £760 for a House in Multiple Occupation (HMO) requiring formal enforcement action have been applied.

1.9 These charges no longer reflect the actual officer time and resources required to investigate cases, undertake inspections, prepare notices, gather evidence, monitor compliance and progress further enforcement action where necessary.

1.10 Benchmarking and internal review indicate that the current charges are significantly below the true cost of service delivery and are lower than fees charged by many local authorities undertaking similar work.

1.11 It is therefore proposed that Housing Enforcement charges move to an hourly rate of £71.35, consistent with the approach already adopted within Environmental Enforcement services. This will provide a more transparent and equitable mechanism for recovering reasonable costs associated with enforcement activity. The proposed hourly rate has been calculated using the Council's approved officer cost recovery methodology and is considered representative of the reasonable costs incurred in delivering housing enforcement functions.

1.12 A bespoke calculator will be introduced to record officer time and automatically calculate recoverable expenses associated with housing enforcement work. This will improve accuracy, consistency and auditability.

1.13 Where costs remain unpaid, the Council will utilise available statutory recovery mechanisms, including the registration of charges against the property as a local land charge where legislation permits.

Summary

1.14 The revised policies provide a modern and comprehensive framework for housing enforcement activity within North East Lincolnshire.

1.15 The updates ensure that the Council:

- Complies with new legislative requirements.
- Reflects changes introduced through the Renters' Rights Act 2025.
- Aligns enforcement activity with the Selective Licensing Scheme.
- Maintains robust and proportionate enforcement powers.

- Uses civil penalties consistently and transparently.
- Maximises opportunities to recover public funds spent on enforcement activity.
- Creates a sustainable model for recovering housing enforcement costs based on actual officer time.

1.16 The proposed changes will strengthen the Council's ability to improve standards within the private rented sector, protect tenants, tackle rogue landlords and ensure that compliant landlords are not disadvantaged.

## 2. RISKS, OPPORTUNITIES AND EQUALITY ISSUES

2.1 Approval of the policies presents minimal risk. Conversely, failure to approve the revised policies would create a significant risk that the Council's enforcement framework is no longer aligned with current legislation and statutory guidance, potentially limiting the Council's ability to effectively discharge its housing enforcement functions.

2.2 The Civil Penalty Policy and the proposed approach to charging for enforcement action detailed in 1.11 and 1.12 presents an opportunity to cover the costs associated with enforcement action in addition to income from the Civil Penalties that is ring fenced to support Housing Enforcement.

2.3 The Policies do not adversely affect any group and supports those living in substandard accommodation by providing the Council the tools to take the necessary action.

## 3. OTHER OPTIONS CONSIDERED

Limited alternative options are available. Retaining the existing policies was considered but discounted as they do not adequately reflect current legislative requirements, statutory guidance or local enforcement priorities. Failure to adopt updated policies could expose the Council to legal challenge and criticism regarding its regulatory approach.

## 4. REPUTATION AND COMMUNICATIONS CONSIDERATIONS

4.1. There are no direct reputational implications from the Policies and as they are required to be published. The policies support transparency, consistency and accountability in decision making and provide landlords, tenants and stakeholders with a clear understanding of the Council's enforcement approach.

4.2. Most enforcement actions that can be taken including the Civil Penalties all contain an independent appeal process associated with His Majesty’s Court and Tribunal service.

## 5. FINANCIAL CONSIDERATIONS

5.1. The proposals have no impact on increasing the financial burden on the Council. The proposed approach to costs for enforcement reflects a more accurate cost for the associated enforcement action and allows the Council to recover the true cost of enforcement.

5.2. The Civil Penalty Policy allows the Council to issue fines for breaches of Legislation under the remit of Housing Enforcement. Income generated through civil penalties is ring-fenced for housing enforcement purposes in accordance with statutory provisions and will support the continued delivery of enforcement activities.

## 6. CHILDREN AND YOUNG PEOPLE IMPLICATIONS

The proposals are expected to have positive implications for children and young people living in the private rented sector. Poor housing conditions can adversely affect children's physical health, emotional wellbeing, development and educational attainment. The revised policies will strengthen the Council's ability to take proportionate enforcement helping to ensure that children and their families live in safe, healthy and suitable accommodation. Enforcement activity will take account of household vulnerability and safeguarding considerations, with appropriate referrals to relevant services where concerns are identified.

## 7. CLIMATE CHANGE AND ENVIRONMENTAL IMPLICATIONS

The proposals have no significant direct adverse implications for climate change or the environment. However, effective housing enforcement may provide indirect environmental benefits by supporting improvements to the condition, energy efficiency and sustainable use of existing housing stock. Enforcement decisions will remain proportionate and will take account of relevant statutory housing standards, building condition and environmental considerations.

## 8. PUBLIC HEALTH, HEALTH INEQUALITIES AND MARMOT IMPLICATIONS

The revised Housing Enforcement and Civil Penalty Policies are expected to have positive public health implications by supporting safer, healthier and more secure homes in the private rented sector. Poor housing conditions, including damp, mould, excess cold, overcrowding and safety hazards, can contribute to physical and mental ill health and disproportionately affect residents experiencing socioeconomic disadvantage. A consistent and proportionate enforcement approach will help reduce exposure to these risks and narrow avoidable health inequalities. The proposals therefore support the Marmot principle of ensuring a healthy standard of living for all and recognise the role of good-quality housing as a wider determinant of health. Enforcement activity will continue to be informed by evidence of vulnerability and risk, with appropriate referrals and partnership working where wider health or support needs are identified.

## 9. CONSULTATION WITH SCRUTINY

A report will be presented to the Transport, Infrastructure and Housing Scrutiny panel at its meeting on November 10th, 2026, and any feedback from that meeting will be reported at the Cabinet meeting.

## 10. FINANCIAL IMPLICATIONS

10.1 The proposals are intended to improve the financial sustainability of the Housing Enforcement function through enhanced cost recovery arrangements and the appropriate use of civil penalties. Whilst additional income may be realised, future income levels will be dependent on enforcement activity and successful recovery and should not be assumed for budget-setting purposes.

10.2 Appropriate financial controls and monitoring arrangements should be maintained to ensure compliance with statutory requirements and effective stewardship of public funds

## 11. LEGAL IMPLICATIONS

11.1 The legal implications and statutory obligations are covered in the above report. Clearly the adoption of the policies will ensure that the Council remains compliant with its obligations and enable it to manage its resources effectively.

11.2 The Portfolio Holder for Housing Infrastructure and Transport retains the constitutional authority to make any future amends or modifications to the policy from time to time.

## 12. HUMAN RESOURCES IMPLICATIONS

There are no HR implications arising as a direct result of this report

## 13. WARD IMPLICATIONS

All wards affected by the proposed policies.

## 14. BACKGROUND PAPERS

Civil penalties under the Renters' Rights Act 2025 and other housing legislation – Ministry for Housing, Communities and Local Government 13 November 2025 - Civil penalties under the Renters' Rights Act 2025 and other housing legislation - GOV.UK

## 15. CONTACT OFFICER(S)

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**COUNCILLOR PAUL BATSON, PORTFOLIO HOLDER FOR HOUSING, INFRASTRUCTURE AND TRANSPORT**

NORTH EAST LINCOLNSHIRE COUNCIL
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# CIVIL PENALTY POLICY

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

This policy applies once the Council has made a decision to commence civil penalty proceedings.

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 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.

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.

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.

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.

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.

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.

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.

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.

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.

# Statutory Guidance

The Government has issued statutory guidance entitled “Civil penalties under the Renters' Rights Act 2025 and other housing legislation”. The Council has regard to this guidance 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.

**Severity of the breach or offence.** The more serious the breach or offence, the higher the penalty should be.

**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.

**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.

**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.

**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.

**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.

**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.

# 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.

# 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.

## 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.

## 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 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 usually 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 relevant spent convictions), 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.
- Failing to provide a substantive response to a letter of alleged offence.
- Failing to attend previously agreed meetings.

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 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.

# Financial considerations

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 landlord's, 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.

At 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, or held on a long lease, by any corporate entity in which the landlord has a beneficial interest, together with corresponding Land Registry documentation;
- The most recent annual mortgage statement for each property, or the last twelve months' mortgage statements where the mortgage has been in place for less than twelve months;
- Valuation statements for all ISAs held;
- Statements from any cryptoasset 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.

## 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 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. 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.

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

## 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.

## 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 | £40,000 | Dependent on the constituent breaches | Dependent on the constituent breaches | Dependent on the constituent breaches |

| | | | | |
|---|---|---|---|---|
| the two constituent breaches added together | | | | |

Offence-specific mitigating factors:

- None.

Offence-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(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 - 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.

# 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.

# 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.

# 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)(e). 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.

# 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 landlord steps

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.

**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.

***Failure to comply with licence conditions related to:***

- ***Signage or the provision of information for tenants***
- ***Provision of written terms of occupancy for tenants***
- ***Procedures regarding complaints***
- ***Procedures regarding vetting of incoming tenants***
- ***Compliance with deposit protection legislation***
- ***The recording and provision of information regarding rent payments***

- ***Procedures relating to rent collection***
- ***The provision of information regarding occupancy of the property***
- ***The provision of information regarding change of managers or licence holder details***
- ***The provision of information related to changes in the property***
- ***Requirements relating to the sale of the property***
- ***Attending training courses***
- ***Requirements to hold insurance***
- ***The provision of insurance documentation***
- ***The provision of or obtaining of suitable references***
- ***The provision of keys and alarm codes***
- ***Security provisions for access to the property***
- ***The provision of suitable means for occupiers to regulate temperature***
- ***Carrying out items on a schedule of works not otherwise mentioned in the HMO licence conditions section of this policy, relating to non-compliance with items on a 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:***

- ***Procedures and actions regarding Inspections***
- ***Procedures regarding Repair issues***
- ***Maintenance and use of common parts (including gardens, outbuildings and property exterior) and living areas***
- ***Safeguarding occupiers and minimising disruption during works***
- ***The provision of information regarding alterations and construction works***
- ***Procedures regarding emergency issues***
- ***Waste and waste receptacles, pests, minor repairs, alterations or decoration.***
- ***Giving written notice prior to entry***
- ***Allowing access for inspections***
- ***Minimising risk of water contamination***
- ***The compliance of furnishings or furniture with fire safety regulations***
- ***Carrying out items on a 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:***

- ***The provision of documentation regarding energy performance certificates, fire detection and prevention, emergency lighting, carbon monoxide detection, fire risk assessments, gas installations, electric installations and appliances***
- ***Notification of legal proceedings, contraventions and other relevant information that may affect a fit and proper person status***
- ***Procedures and actions regarding ASB***
- ***Carrying out items on a 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:***

- ***Minimum floor areas***
- ***Occupancy rates***
- ***Occupancy of rooms or areas that are not to be used as sleeping accommodation***
- ***Limits on number of households allowed to occupy the property or part 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:***

- ***The condition or existence of smoke alarms, carbon monoxide alarms, emergency lighting, gas installations, electric installations and appliances, fire detection or other fire safety features or requirements***
- ***The provision and maintenance of safe means of escape, including requirements to keep escape routes and exits free from obstruction***
- ***Carrying out items on a 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

**Breach of licence conditions – Section 95(2) Housing Act 2004**

All granted selective 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.

***Failure to comply with licence conditions related to:***

- ***Signage or the provision of information for tenants***
- ***Provision of written terms of occupancy for tenants***
- ***Procedures regarding complaints***
- ***Procedures regarding vetting of incoming tenants***
- ***Compliance with deposit protection legislation***
- ***The recording and provision of information regarding rent payments***
- ***Procedures relating to rent collection***
- ***The provision of information regarding occupancy of the property***
- ***The provision of information regarding change of managers or licence holder details***
- ***The provision of information related to changes in the property***
- ***Requirements relating to the sale of the property***
- ***Attending training courses***
- ***Requirements to hold insurance***
- ***The provision of insurance documentation***
- ***The provision of keys and alarm codes***
- ***Security provisions for access to the property***
- ***The provision of suitable means for occupiers to regulate temperature***
- ***Carrying out items on a schedule of works not otherwise mentioned in the selective licence conditions section of this policy, relating to non-compliance with items on a schedule of works***

| Starting point | Statutory maximum civil penalty amount | Landlord Type downward adjustment | No Landlord Type adjustment | Landlord Type upward adjustment |
|---|---|---|---|---|
| £3,000 | £40,000 | £2,400 | £3,000 | £3,600 |

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:***

- ***Procedures and actions regarding Inspections***
- ***Procedures regarding Repair issues***
- ***Maintenance and use of common parts (including gardens, outbuildings and property exterior) and living areas***
- ***Safeguarding occupiers and minimising disruption during works***
- ***The provision of information regarding alterations and construction works,***
- ***Procedures regarding emergency issues***

- ***Waste and waste receptacles, pests, minor repairs, alterations or decoration.***
- ***Giving written notice prior to entry***
- ***Allowing access for inspections***
- ***Minimising risk of water contamination***

| Starting point | Statutory maximum civil penalty amount | Landlord Type downward adjustment | No Landlord Type adjustment | Landlord Type upward adjustment |
|---|---|---|---|---|
| £5,250 | £40,000 | £4,200 | £5,250 | £6,300 |

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:***

- ***The provision of documentation regarding energy performance certificates, fire detection and prevention, emergency lighting, carbon monoxide detection, fire risk assessments, gas installations, electric installations and appliances***
- ***Notification of legal proceedings, contraventions and other relevant information that may affect a fit and proper person status***
- ***Procedures and actions regarding ASB***
- ***Minimum floor areas***
- ***Occupancy rates***
- ***Occupancy of rooms that are not to be used as sleeping accommodation***
- ***Limits on number of households allowed to occupy the property or part of the property***

| Starting point | Statutory maximum civil penalty amount | Landlord Type downward adjustment | No Landlord Type adjustment | Landlord Type upward adjustment |
|---|---|---|---|---|
| £9,375 | £40,000 | £7,500 | £9,375 | £11,250 |

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:***

- ***The condition or existence of smoke alarms, carbon monoxide alarms, emergency lighting, gas installations, electric installations and appliances, fire detection or other fire safety features or requirements***
- ***The provision and maintenance of safe means of escape, including requirements to keep escape routes and exits free from obstruction***

| Starting point | Statutory maximum civil penalty amount | Landlord Type downward adjustment | No Landlord Type adjustment | Landlord Type upward adjustment |
|---|---|---|---|---|
| £15,000 | £40,000 | £12,000 | £15,000 | £18,000 |

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

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

**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

**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.

**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.

**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

# 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), 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. The discount period will not be extended or suspended by the bringing of an appeal. A landlord who chooses to appeal may still benefit from the discount by paying the

civil penalty in full within the specified period; however, where payment is not made within that period, the discount will not apply.

*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.

# 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 not generally agree to mediation in relation to the level of a civil penalty, as civil penalties are determined by reference to this Policy to promote fair, consistent, and proportionate outcomes. Agreeing reductions outside the Policy framework would risk undermining consistency and the Council's enforcement objectives.

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).

NORTH EAST LINCOLNSHIRE COUNCIL
www.nelincs.gov.uk

# HOUSING ENFORCEMENT POLICY

## 1.0 Introduction

This policy sets out the Council's principles for enforcing and executing its duties as a Housing Authority under the relevant statute.

S3 Housing Act 2004 imposes a duty on Councils to keep housing conditions in their district under review with a view to identifying any action that may need to be taken by them.

S107 Renters' Rights Act 2025 imposes a duty on the Council to enforce the Landlord Legislation. The Landlord Legislation is comprised of the following:

- Chapters 3 and 6 of Part 1 of the Renters' Rights Act 2025,
- Part 2 of the Renters' Rights Act 2025,
- Sections 1 and 1A of the Protection from Eviction Act 1977, and
- Chapter 1 of Part 1 of the Housing Act 1988.

S110 Renters' Rights Act 2025 imposes a duty on the Council to report to the Secretary of State on the exercise of its functions under the Landlord Legislation.

In this policy, the term 'landlord' should be read as including letting agents, managing agents, licensors, property owners, directors of corporate landlords and any other person involved in the letting or management of privately rented accommodation.

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

## 2.0 Aims of the Policy

The purpose of this enforcement policy is to provide guidance for Housing Authority officers to ensure enforcement action is taken in line with the provisions of the Renters' Rights Act 2025 and mandatory guidance to local authorities.

The Act and the 'Landlord Legislation' (as defined by Section 107 Renters' Rights Act 2025) and Part 1 of the Housing Act 2004 are not listed in the Schedule to the Legislative and Regulatory Reform (Regulatory Functions) Order 2007 and therefore sit outside of the Regulators' Code, and its provisions do not apply.

This policy document sets out what owners, landlords, their agents or any other person involved in the letting or management of privately rented accommodation, and tenants of private rented sector properties, can expect from officers when dealing with non-compliance.

All enforcement action taken will be in accordance with relevant statutory Codes of Practice, Council procedures and protocols, and official guidance from central and local government bodies.

As a public body under the Human Rights Act 1998, the Council will apply the principles of the European Convention for the Protection of Human Rights and Fundamental Freedoms.

## 3.0 Approach to Enforcement

The Council wants to support responsible landlords to raise housing standards. However, the Council expects landlords to have a good understanding of the housing standards and management issues that should be met in privately rented accommodation.

Section 5 Housing Act 2004 places a duty on Councils to take appropriate enforcement action where a Category 1 hazard exists.

Section 6A Housing Act 2004 permits the Council, when first taking appropriate enforcement action under Section 5 Housing Act 2004 in relation to a Category 1 hazard or a failure to meet a Type 1 requirement on qualifying residential premises, to impose a Civil Financial Penalty on the responsible person where, in the Council's opinion, it would have been reasonably practicable for that person to secure the removal of the hazard or the meeting of the requirement. This power applies to qualifying residential premises other than the common parts of a building containing one or more flats.

Section 7 Housing Act 2004 gives Councils a discretionary duty to take action where a Category 2 hazard exists. The Council will usually take action where a Category 2 hazard exists.

In addition, Council officers will often investigate and identify the need to take enforcement action through a range of routes, including (but not limited to): proactive inspections of dwellings through licensing provisions; in response to a complaint or request for assistance; and referrals from other public bodies. All investigations will be carried out in accordance with the relevant statutory requirements. The Council will ensure that appropriate governance is in place to ensure that action is taken in accordance with appropriate policies.

The Council may commence enforcement with formal action instead of informal action in the first instance. In deciding whether to do so, the circumstances of the case will be taken into account. Relevant factors may include, but are not limited to:

- Where there is a risk to public health
- Where there is a blatant or deliberate contravention of the law
- Where there is history of non-compliance

The Council will usually take formal action in the first instance if there has been:

- Non-compliance with previous formal or informal action
- Offences in relation to the licensing of HMOs or houses if Selective Licensing is in force.

The Council will take formal enforcement action in the first instance for breaches of the Landlord Legislation.

## 4.0 Investigatory powers

In addition to the Council's informal and formal powers of enforcement, there are investigatory powers relating to the collection of information and relating to the entry of premises including, but not limited to, the powers detailed below.

Power to Investigate

Section 114 Renters' Rights Act 2025 gives the Council power to issue a notice to a relevant person to require the person to provide specified information to the Council.

This notice may be given to any person with an estate or interest in the land; the licensor; their agents; or a marketer of a property. It may be given in regard to any offence under the following Legislation:

- Sections 1 and 1A of the Protection from Eviction Act 1977;
- Chapter 1 of Part 1 of the Housing Act 1988;
- Section 83(1) or 84(1) of the Enterprise and Regulatory Reform Act 2013;
- Sections 21 to 23 of the Housing and Planning Act 2016;
- Chapter 3 of Part 1 and Part 2 of the Renters' Rights Act 2025.

Failure to comply with a Section 114 notice is an offence under Section 131 Renters' Rights Act 2025, as is being obstructive and intentionally or recklessly making false or misleading statements in response to a Section 114 notice.

Section 115 Renters' Rights Act 2025 permits the Council when it reasonably suspects a breach of the Rented Accommodation Legislation to issue a notice to any person requiring them to provide the information specified. This may only be done to investigate whether a breach has occurred under the Rented Accommodation Legislation, or to determine the amount of a penalty. For the purposes of this section, the Rented Accommodation Legislation means:

- Sections 1 and 1A of the Protection from Eviction Act 1977;
- Chapter 1 of Part 1 of the Housing Act 1988;
- Parts 1 to 4 and 7 of the Housing Act 2004;
- Section 83(1) or 84(1) of the Enterprise and Regulatory Reform Act 2013;
- Sections 21 to 23 of the Housing and Planning Act 2016;
- Chapter 3 of Part 1 and Part 2 of the Renters' Rights Act 2025.

Where an individual has not complied with a Section 115 notice, Section 116 Renters' Rights Act 2025 enables the Council to make an application to the Court to enforce the provisions of the notice and seek reimbursement for the costs of the application.

Section 131 Renters' Rights Act provides that, in addition to the offence of non-compliance with a Section 114 notice, it is an offence for an individual to obstruct a Council officer seeking to exercise their powers without reasonable excuse. It is also an offence to fail to give an officer any additional assistance or information which they reasonably require without reasonable excuse.

Section 235 Housing Act 2004 allows the Council to issue a notice to relevant individuals, including occupiers, directing them to provide specified documents under their control for the purpose of investigating whether an offence has been committed under Parts 1 to 4 of the Housing Act 2004 or exercising the Council's functions under Parts 1 to 4 of the Housing Act 2004.

Section 16 Local Government (Miscellaneous Provisions) Act 1976 also permits the Council to issue a notice to an occupier, manager, or individual with an interest in the land to compel

them to provide the Council with information on the nature of their interest and the names and addresses of current occupiers and of any others with an interest in the land.

Entry to Premises

Section 118 Renters' Rights Act 2025 permits Council officers to enter business premises of relevant people (including landlords, letting agents, and marketers) if it is necessary for the production or seizure of documents under Sections 122 and 123 Renters' Rights Act 2025. This power will be exercised without a warrant.

Section 121 Renters' Rights Act 2025 allows a Council officer named in a warrant to enter premises used for a rental sector business which is not mainly accommodation if there are documents on the premises which the officer could require under Section 122 or seize under Section 123. In addition, for this power to be exercised, one of the following conditions must be met:

- That access to the premises has been or is likely to be refused, and the Council has provided notice of their intention to apply for a warrant to the occupier;
- Those documents on the premises would likely be concealed or interfered with if notice of entry were to be given;
- That no occupier is present, and waiting for their return might defeat the purpose of the entry.

Following a Section 118 or Section 121 Renters' Rights Act 2025 entry, Section 122 allows an officer at any reasonable time to require a relevant person on the premises to produce any documents relating to the business and to take copies of them. This may only be exercised to ascertain whether there has been a breach of the Rented Accommodation Legislation where an officer reasonably suspects there has been a breach or an offence; or to ascertain whether the documents may be required in evidence for proceedings regarding a breach or offence.

Following a Section 118 or Section 121 Renters' Rights Act 2025 entry, Section 123 authorises Council officers to seize and detain documents that the officer reasonably suspects may be required as evidence in proceedings relating to a breach of, or an offence under, the Rented Accommodation Legislation. When doing so, the officer will provide evidence of the officer's identity and authority if reasonably practicable. The officer will take reasonable steps to inform the person from whom documents have been seized that they have been seized, and will provide that person with a written record of what has been taken.

Section 126 Renters' Rights Act 2025 permits the Council to enter residential premises used for a tenancy at a reasonable time if the officer considers it necessary as part of an investigation into potential offences specified in subsection 1(b). Where required, the Council will give at least 24 hours' notice of this to the occupier and individuals with an interest in the property as per subsection 1(c), detailing in writing why the entry is necessary and the suspected offences. Where there are occupiers found on the premises, the officer will provide evidence of the officer's identity and authority to at least one of the occupiers if reasonably practicable.

In addition, Section 239 Housing Act 2004 permits Council officers to enter, if necessary and at a reasonable time, a property in order to carry out a survey or examination. This may be done if any one of the following is met:

- to determine if any Part 1-4 enforcement functions should be exercised;
- the premises are part of an Improvement Notice or Prohibition Order;
- a management order is in force under Chapter 1 or 2 of Part 4 on the premises.

In certain circumstance the Council may obtain a warrant to enter, by force if necessary, under Section 240 Housing Act 2004.

## 5.0 Informal action

Informal action taken by the Council may be written or verbal advice. Additionally, a visit may be made at the outset by Council Officers in cases where the initial complaint or contact indicates that an immediate investigation by a Council officer is warranted.

In cases where officers visit an address, whether this is a result of a landlord's failure to adequately resolve a highlighted issue or as part of an audit or other investigation, written or verbal advice may be deemed sufficient should the inspection highlight only very minor deficiencies.

Where written advice is deemed appropriate by the Council and is provided, timescales will normally be included to undertake any specified work or actions.

While the Council will use its discretion on whether to carry out informal action for a Category 2 hazard, it does not need to provide written or verbal advice before commencing formal action.

## 6.0 Formal action

If formal action is considered appropriate, the following options are available to the Council.

Housing Act 2004 Part 1

- Issue an Improvement Notice in respect of any Category 1 hazards and any Category 2 hazards on the property. This requires the person to whom it is served to undertake the remedial action specified on the Notice within a given timeframe. The mandated work and the timeframe will be determined by the Council depending on the nature and scale of the work.
- Issue a Prohibition Order in respect of any Category 1 hazards and any Category 2 hazards on the property. This prevents occupation of whole or part of the property, or can be used to limit occupant numbers, within a specified time frame.
- Issue a Hazard Awareness Notice in respect of any Category 1 hazards and any Category 2 hazards on the property. This makes the owner and occupiers aware of the hazards identified; however, it does not require remedial action. As a result, and because it does not secure risk-reducing works within a specified timeframe, a Hazard Awareness Notice will not usually be the most appropriate course of action where remedial works are necessary to reduce the risk of harm to occupiers or potential occupiers.
- Make an Emergency Prohibition Order. This immediately prohibits the use of all or part of a dwelling if there is an imminent risk of serious harm to the health or safety of the occupants or others.

- Where there is a Category 1 hazard present, Section 40 Housing Act 2004 allows the Council to undertake Emergency Remedial Action on the Category 1 hazard without prior notice.
- Impose a Civil Financial Penalty under s6A Housing Act 2004, when first taking the appropriate enforcement action required by s5 Housing Act 2004, in relation to a Category 1 hazard or a failure to meet a Type 1 requirement on qualifying residential premises, where the Council considers that it would have been reasonably practicable for the responsible person to secure the removal of the hazard or the meeting of the requirement.
- The Council also has the power to suspend action taken under Part 1 Housing Act 2004 in situations where it has the power or duty to take enforcement action through the service of an Improvement Notice or Prohibition Order. This will be at the Council's discretion and will normally be considered for the purpose of minimising inconvenience to the current occupiers.
- Demolition and Clearance are options for both Category One or Category Two hazards.
- Section 30 Housing Act 2004 provides that failure to comply with a Improvement Notice is a criminal offence, which will normally be followed by prosecution or the issuing of a civil penalty.
- Section 32 Housing Act 2004 provides that failure to comply with a Prohibition Order is a criminal offence, which will normally be followed by prosecution.
- Other formal notices served by the Council may not relate to the landlord undertaking remedial works but may cover a range of other matters including, but not limited to, exercising a right of entry under Section 239 of the Housing Act 2004 and a request to provide information or the need to abate or avoid overcrowding.

Work in default

The enforcement options for non-compliance with formal Notices or breach of licence conditions include the carrying out of works specified in the Notice. This power may be exercised in addition to other enforcement proceedings taken for non-compliance. The Council has no duty to undertake works in default and it will be at its discretion.

Section 6A Housing Act 2004 civil financial penalties

Where the Council is required to take appropriate enforcement action under Section 5 Housing Act 2004 in relation to a Category 1 hazard, or a failure to meet a Type 1 requirement, on qualifying residential premises, it may also impose a Civil Financial Penalty under Section 6A Housing Act 2004 when first taking that action. The Council will impose a penalty where it is satisfied, on the balance of probabilities, that the statutory conditions are met and that it would have been reasonably practicable for the responsible person to secure the removal of the hazard or the meeting of the requirement. When considering whether removal of the hazard would have been reasonably practicable the Council may consider:

- How long the responsible person has known about the existence of the hazard;
- Whether practical steps could have been taken to remedy the hazard without disproportionate expense or disruption
- What steps the responsible person has taken to remove the hazard or reduce its impact, including any efforts made to secure the services of specialist tradespeople

- Whether permission from other parties is needed to remove the hazard and the steps the responsible person has taken to secure that permission
- Whether tenants have provided access to the property in order for remedial works to be carried out
- Whether any failure by tenants or occupiers to provide access was beyond the responsible person's control, or whether the responsible person could reasonably have taken further steps to secure access, such as: explaining in writing the existence and seriousness of the Category 1 hazard, the required remedial works, the need for access, the tenants' or occupiers' legal obligations, and the potential consequences of continued refusal; offering a reasonable range of dates and times for access; and serving appropriate formal notices where reasonable and lawful

Emergency or suspended enforcement action

Where there is a Category 1 hazard present, Section 43 Housing Act 2004 permits the Council to issue an Emergency Prohibition Order. This immediately prohibits the use of all or part of a dwelling if there is an imminent risk of serious harm to the health or safety of the occupants or others.

Section 40 Housing Act 2004 allows the Council to undertake Emergency Remedial Action on the Category 1 hazard without prior notice. The Council may then seek reimbursement of costs incurred on the work and the administration of the scheme.

The Council also has the power to suspend action taken under Part 1 Housing Act 2004 in situations where it has the power or duty to take enforcement action through the service of an Improvement Notice or Prohibition Order. This will be at the Council's discretion and will normally be considered for the purpose of minimising inconvenience to the current occupiers.

HMO Licence Conditions

Conditions can be added to HMO licences to require work to meet specified standards or to address HMO Management Regulation requirements. In general, authorities should seek to identify, remove or reduce category 1 or category 2 hazards in the house by the exercise of Part 1 functions and not by means of licence conditions however this does not prevent the authority from imposing licence conditions relating to the installation or maintenance of facilities or equipment even if the same result could be achieved by the exercise of Part 1 functions;

Failure to comply with these conditions is a is a criminal offence, which may result in prosecution or the issuing of a civil penalty

Other Legislative alternatives

There may be other legislative alternatives available to remedy deficiencies that cause Category Two hazards which an authority may choose as a more appropriate enforcement approach.

Prosecution

Where a Civil Financial Penalty is an available alternative to prosecution, the Council will only consider using its power to prosecute under Part 1 Housing Act 2004 in more serious cases.

The decision to prosecute will be determined by the evidential strength of the Council's case and the relevant public interest factors set down by the Director of Public Prosecutions in the Code for Crown Prosecutors.

In many circumstances, where an offence is committed by a body corporate, legislation enables local authorities to pursue persons involved with the body corporate in addition to, or instead of, the body corporate. These include company officers and, where applicable, company members.

The Council will determine, on a case-by-case basis, whether to take enforcement action against any person or persons that they consider fall within the scope of this category in addition to prosecuting the body corporate.

Civil Financial Penalties for specified breaches and offences

This section relates exclusively to Civil Financial Penalties issued by the Council for the below offences and breaches of housing law.

The Council has the power to impose a Civil Financial Penalty for the following:

- Unlawful eviction and harassment of occupier as defined under the Protection from Eviction Act 1977
- Failure to comply with an Improvement Notice [Section 30 Housing Act 2004]
- Offences in relation to licensing of Houses in Multiple Occupation (HMOs) [Section 72 Housing Act 2004]
- Offences in relation to the Selective Licensing of 'houses' [Section 95 Housing Act 2004]
- Failure to comply with an Overcrowding Notice [Section 139 Housing Act 2004]
- Failure to comply with a management regulation in respect of an HMO [Section 234 Housing Act 2004]
- Failure to secure the removal of a category 1 hazard and failure to meet Type 1 requirements on qualifying residential premises, where it would have been reasonably practicable to do so [s6A Housing Act 2004]
- 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
- Failure to comply with a banning order [Section 21 Housing and Planning Act 2016]
- Failure to give a written statement of terms under Section 16D of the Housing Act 1988
- Failure to give an existing tenant information about changes made by the Renters' Rights Act under paragraph 7(2) of schedule 6 to the Renters' Rights Act 2025
- Attempting to let a property for a fixed term under Section 16E of the Housing Act 1988
- Attempting to end a tenancy orally or by service of a notice to quit 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 person does not reasonably believe that the landlord is/will be able to obtain possession under Section 16E 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

- 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
- Reletting or remarketing a property before expiry of the 12 month no-let period after using the moving and selling grounds under Sections 16E and 16J of the Housing Act 1988
- Discriminating against prospective tenants during the letting process on the grounds that those tenants are in receipt of benefits or have children under Sections 33 and 34 of the Renters' Rights Act 2025
- Marketing a letting without stating the proposed rent under Section 56 of the Renters' Rights Act 2025
- Inviting or encouraging any person to offer to pay an amount of rent under the proposed letting that exceeds the stated rent under Section 56 of the Renters' Rights Act 2025
- Accepting an offer from any person to pay an amount of rent under the proposed letting that exceeds the stated rent under Section 56 of the Renters' Rights Act 2025

Civil Financial Penalties in respect of these offences and breaches operate according to their own independent standalone policy.

Rent Repayment Orders

Part 2 of the Housing and Planning Act 2016 permits the Council to seek a Rent Repayment Order at the First Tier Tribunal Property Chamber to require the landlord of the property where the offence(s) has been committed to refund rent to the tenants or the Council. Section 48 of the Housing and Planning Act 2016 places a duty on the Council to consider applying for Rent Repayment Orders.

Where a landlord has been convicted or received a Civil Financial Penalty in respect of the offence, the Tribunal must award the maximum applicable amount, except in exceptional circumstances.

This power will be considered in response to all qualifying offences. Where the Council identifies a qualifying offence and is satisfied that there is sufficient evidence to make a successful application, it will pursue a Rent Repayment Order unless there are exceptional case-specific reasons not to do so.

The qualifying offences are:

- Unlawful eviction and harassment of occupier as defined under the Protection from Eviction Act 1977
- Failure to comply with an Improvement Notice [Section 30 Housing Act 2004]
- Offences in relation to unlicensed HMOs [Section 72(1) Housing Act 2004]
- Offences in relation to unlicensed houses [Section 95(1) Housing Act 2004]
- Failure to comply with an Improvement Notice [Section 30(1) Housing Act 2004]
- Failure to comply with a Prohibition Order [Section 32(1) Housing Act 2004]
- Breach of a Banning Order [Section 21 Housing and Planning Act 2016]
- Using Violence to secure entry [Section 6(1) Criminal Law Act 1977]
- Knowingly or recklessly misusing a possession ground [Section 16J(1) Housing Act 1988]
- Letting or marketing of a property within twelve months of using the 'moving in' or 'selling' ground of eviction [Section 16J(2) Housing Act 1988]

- Continuous breach of certain tenancy reform requirements [Section 16J(3) Housing Act 1988]

An application for an RRO may be in addition to other formal action, such as prosecution proceedings or the imposition of a Civil Penalty. Where the Council has issued a Civil Financial Penalty or pursued prosecution, it will usually apply for a Rent Repayment Order where public funds have been paid to a landlord who has committed a qualifying offence.

Section 49 of the Housing and Planning Act 2016 enables the Council to assist tenants in applying for Rent Repayment Orders. Where appropriate, the Council will usually support tenants by referring or signposting them to a relevant advice or representation service, such as Justice for Tenants, and by providing relevant evidence which may assist tenants in preparing, pursuing or participating in Rent Repayment Order proceedings.

Banning Orders

Part 2, Chapter 2 of the Housing and Planning Act 2016 permits a Council to apply for a Banning Order against a person who has been convicted of one or more of the relevant offences. This would prevent the landlord from:

- Letting housing in England;
- Engaging in English letting agency work;
- Engaging in English property management work; or
- Doing two or more of those things.

The Council may consider a Banning Order for the more serious offenders. It will take into account the seriousness of the offence(s), whether the landlord has committed other offences (or received any Civil Penalty in relation to a Banning Order offence) and any history of failing to comply with their obligations or legal responsibilities. It will also take into account other relevant factors, including but not limited to:

- The harm, or potential harm, caused to the tenant;
- The need to punish the offender;
- The need to deter the offender from repeating the offence;
- The need to deter others from committing similar offences.

Costs and Charges

The Council incurs costs in carrying out its functions. Where legislation allows, the Council will seek to recover reasonable costs and expenses associated with its enforcement, licensing and wider regulatory activity. This may include (non-exhaustively) costs arising from inspections, investigation, evidence gathering, notices and other statutory documentation, follow-up action, compliance monitoring, and works or other interventions.

Recovery may be pursued using all available lawful routes, which may include civil action, local land charges, and enforcement against the property.

Where permitted, interest may be applied to outstanding sums until paid.

## 7.0 Complaints

Contact may be made with the Council about any matters listed here by email at feedback@nelincs.gov.uk or by post at:

North East Lincolnshire Council

Municipal Offices

Town Hall Square

Grimsby

North East Lincolnshire

DN31 1HUA

A service user can still make a complaint in cases where the Council has instigated legal proceedings. However, making a complaint will not stop any impending legal action.

Where statutory notices have been served, making a complaint does not replace the statutory rights of appeal or the right to make representations. It also does not allow extra time to comply with any notice or order.

If a service user disagrees with a statutory notice, they should take action as specified in the notice or order to make an appeal, if any exists. Reference should be made to any notes that may accompany the notice or order for more detail.

# Appendix 1 – 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 factors 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.

# Appendix 2: 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.

**END OF POLICY**