Royal Borough of Greenwich
Private Sector Housing
Enforcement Policy (Updated October 2026)

Private Housing & Environmental Health Standards
Community Safety and Environmental Health
Directorate of Housing and Safer Communities

Preface

The Royal Borough of Greenwich's Community Safety and Environmental Health enforcement policy sets out its approach to regulation across services. This updated policy provides further clarity on the Environmental Health Residential Services enforcement approach to private sector housing, including owner-occupied properties, registered providers and the private rented sector (excluding council-owned housing).

Environmental Health Residential Services aims to ensure legally compliant housing standards in privately owned residential properties and associated land. Resources will be prioritised towards improving conditions in the private rented sector. The council regards the management and letting of residential property as a business and expects landlords and agents to understand and comply with their legal responsibilities.

Statutory action will normally be taken where significant hazards are identified. In other cases, an initial informal approach will be used to support compliance, but formal enforcement action will be taken where this fails, where there is a history of non-compliance, or where necessary to protect health, safety or welfare.

The service's responsibilities include licensing and management of HMOs and certain single-family dwellings, enforcement of housing standards, action against illegal eviction and harassment, and wider public health matters. These functions reflect the council's statutory duties and corporate objectives. The service works closely with partner organisations across London, and this policy sets out a transparent approach to private housing enforcement so that all stakeholders understand when and how the council will intervene.

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1. Background and Context

1.1. Policy Aims

a. Ensure safer and healthier standards in private sector housing
b. Clearly explain the legal responsibilities, policies, principles and priorities that guide enforcement activity.
c. Promote transparency and raise the profile of enforcement in the private housing sector, particularly the private rented sector.
d. Increase public confidence in the quality of local accommodation and support a responsible private rented sector in Royal Greenwich.
e. Promote a fair private rented housing market, ensuring that good landlords who properly invest in, manage and maintain their properties are not undercut by those who do not.

1.2. Enforcement Action- What does it mean?

Enforcement action refers to activities carried out using statutory enforcement powers. This includes inspections and investigations undertaken to assess compliance with legal requirements, using powers of entry where necessary, including entry by warrant. Enforcement also includes providing advice and guidance to help responsible persons and businesses meet their legal obligations, as well as formal actions such as the service of statutory notices, making of orders, issuing of financial penalties, works in default, enforced sale, compulsory purchase and prosecution.

1.3. Relationship with the Community Safety and Environmental Health Division

The Royal Borough of Greenwich Community Safety and Environmental Health Division has a divisional enforcement policy that sets out the principles of good regulatory practice and the approaches followed by regulatory services and officers. This document provides an updated and more detailed explanation of the Environmental Health Residential Services enforcement policy as it relates to private sector housing.

Both policies reflect the Royal Borough of Greenwich's approach to better regulation in line with the Government's Better Regulation agenda. They are founded on the principles of good regulation set out in the Legislative and Regulatory Reform Act 2006 and associated legislation.

The 2006 Act requires regulatory services to have regard to the Regulators' Code when developing policies and procedures that guide regulatory activity. This policy has been developed with regard to the Regulators' Code 2014.

The policy promotes proportionate, efficient and effective approaches to inspection and enforcement, while avoiding unnecessary burdens on businesses such as landlords and letting or managing agents.

1.4. Enforcement Objectives

The Royal Borough of Greenwich's Private Housing Service covers all privately owned residential accommodation and land. In normal circumstances, enforcement action will be undertaken to ensure that:

a. Ensure tenants live in homes free from significant health and safety hazards.
b. Ensure privately rented housing, including HMOs, is legally managed.
c. Ensure all licensable properties are licensed and compliant with conditions.
d. Protect vulnerable occupiers from significant health and safety risks.
e. Prevent statutory nuisances arising from privately owned land or property.
f. Prevent unacceptable risks to public health, safety or the environment.
g. Hold individuals and businesses accountable for harmful or unlawful conduct.
h. Meet all statutory duties of the service.
i. Share information lawfully within the council and with other regulators to prevent and detect crime.

1.5. Enforcement Approach

The enforcement approach is guided by three key principles:

- **Consistency:** This principle ensures a similar approach is taken in comparable situations to achieve consistent outcomes. It does not imply uniformity. Officers will consider factors such as the level of risk, the offender's culpability, the history of compliance, and the attitude and actions of those involved.

- **Openness:** We will clearly explain our actions, using appropriate language, and engage in discussions regarding compliance failures or issues. A clear distinction will be made between legal requirements and any advice or guidance provided.

j. **Proportionality:** We will strive to balance the punishment of an offender against the direct risks to those affected, the impact on the wider community, and the severity of the legal breach. This approach aims to deter offenders from repeating the offense and to discourage others from committing similar violations.

1.6. Equality, Diversity, Human Rights and Fairness

The Royal Borough of Greenwich is committed to exercising its regulatory and enforcement functions fairly, transparently and without discrimination.

In carrying out its functions, the Council will have due regard to its duties under the Equality Act 2010, including the Public Sector Equality Duty contained in section 149 of that Act. In particular, the Council will have due regard to the need to:

- eliminate unlawful discrimination, harassment and victimisation;
- advance equality of opportunity between persons who share a protected characteristic and those who do not; and

- foster good relations between persons who share a protected characteristic and those who do not.

Officers will consider equality, diversity and inclusion issues when making enforcement decisions and may make reasonable adjustments where appropriate to ensure that individuals are not disadvantaged in their engagement with the Council.

The Council will also act compatibly with the Human Rights Act 1998. In particular, enforcement decisions will have regard to relevant Convention rights, including:

- Article 6 – the right to a fair hearing;
- Article 8 – the right to respect for private and family life, home and correspondence;
- Article 1 of the First Protocol – protection of property.

Enforcement action will be lawful, proportionate and necessary, having regard to the circumstances of each case and the Council's statutory duties to protect health, safety and welfare.

1.7. How We Investigate

1.7.1. Receipt of complaints, intelligence and referrals

The Council may become aware of suspected non-compliance in a range of ways, including tenant or resident complaints, referrals from other Council services (for example, homelessness, ASB, waste, planning and building control), partner agencies (including the Fire and Rescue Service and the police), and intelligence gathered through proactive work to identify unlicensed properties or poor housing conditions. Our investigations are delivered in line with the principles of consistency, openness and proportionality and are targeted to cases where action is needed, with resources prioritised towards improving standards in the private rented sector.

1.7.2. Triage and prioritisation (risk-based approach)

All reports are triaged on receipt and prioritised according to risk to health and safety, vulnerability of occupants, and the likelihood of serious non-compliance. We will take a risk-based approach to deciding the most appropriate intervention, including whether to provide advice and guidance, undertake an inspection, require information, or take urgent action. Where there is evidence of an imminent risk of serious harm, emergency and/or immediate enforcement action may be taken without delay. The Private Sector Housing Team will generally not respond to requests by leaseholders for assistance in taking action against other leaseholders or freeholders for breach of contract or civil disputes.

1.7.3. Before we intervene – contact with the landlord (where appropriate)

In many non-urgent cases, and where it is reasonable to do so, we may expect tenants to have notified their landlord or managing agent of the issue and allowed a reasonable opportunity to respond before the Council intervenes. This approach supports early

resolution and encourages compliance. However, this expectation will not apply where the matter is urgent, where there is an immediate risk to health or safety, where there is evidence of significant hazards or serious management failings, where there is a history of non-compliance, or where there are concerns about retaliatory action against the complainant.

1.7.4. Information gathering and evidence

To determine whether legal requirements are being met, the Council may gather evidence through correspondence, interviews, inspections, photographs, measurements, and review of relevant documentation (for example, licences and licence conditions, gas and electrical safety documentation and other records).

Where necessary and lawful, we will use formal information-gathering powers to identify ownership and management responsibility and to obtain documents relevant to our enquiries. All investigations and evidence gathering will be undertaken in accordance with applicable legal requirements, including data protection and other procedural safeguards, and we will distinguish between legal requirements and best-practice advice.

1.7.5. Inspections and site visits

Where an inspection is required, officers will normally seek to arrange access with the relevant parties. If access cannot be obtained and the Council considers entry necessary to protect health and safety or to progress an investigation, statutory powers of entry may be used, including applying for a warrant where the legal tests are met.

Following inspection, the Council will determine the most appropriate course of action, which may include informal action, formal notices/orders, civil penalties, works in default, or prosecution, depending on risk, evidence and compliance history.

1.7.6. Damp and mould investigations

Where damp and mould is reported, the Council will assess the issue in the round, considering building defects and disrepair, heating, insulation and ventilation, and any other relevant contributing factors. We will not assume "lifestyle" causes without evidence and will expect landlords and agents to take timely and effective steps to address underlying property-related causes where these are identified.

1.7.7. Vulnerability, safeguarding and tenant welfare

The Council recognises that some households may be vulnerable due to age, disability, health conditions, financial hardship, language barriers or other circumstances. Vulnerability and safeguarding considerations will be factored into triage decisions, communication and the choice and timing of enforcement action, and we may refer or signpost residents to appropriate support services where needed. The Council will also consider whether any person affected by enforcement action has protected characteristics under the Equality Act 2010 and whether reasonable adjustments are

required to ensure fair engagement with the process. Vulnerability does not remove legal responsibilities, but it informs how we engage and how we seek proportionate outcomes.

1.7.8. Joint working and multi-agency investigations

Where appropriate, investigations may be planned and coordinated with other regulators and enforcement partners to maximise effectiveness, reduce duplication and manage overlapping responsibilities (for example, fire safety matters). We will share information lawfully and use secure mechanisms where permitted to support compliance and enforcement objectives.

1.7.9. Keeping parties informed and case closure

We will communicate clearly with relevant parties about what we are investigating, what is required, and why, and we will provide information about applicable rights of representation and appeal where formal action is taken. The Council will record key decisions and the reasons for them, including where no action is taken or where informal resolution is considered appropriate. Cases will be closed where the Council is satisfied that compliance has been achieved, where legal thresholds for action are not met, or where further action would be disproportionate; in such cases we may provide advice, signposting, or refer matters to another appropriate service or regulator.

1.8. Fees & Charges

Some legislation allows the council to apply fees and charges in respect of the work carried out by the authority. Fees and charges are revised periodically. Where fees and charges apply, they are highlighted within this policy.

2. The Rogue Landlord and Agent Checker

The Royal Borough of Greenwich is part of the Greater London Authority's (GLA) Rogue Landlord and Agent Checker. The watch list is a two-tier database hosted by the GLA. The first tier is for public access and gives details of landlords and letting agents with unspent criminal convictions for housing-related offences under such legislation as:

a. Housing Act 2004
b. Housing Act 1985
c. Prevention of Damage by Pests Act 1949
d. Environmental Protection Act 1990
e. Protection from Eviction Act 1977
f. Fraud Act 2006.
g. Renters Rights Act 2025

This includes information such as landlord name, part of home address, address of property associated with the offence, value of fine and date of conviction.

The second tier is for London local authority staff only, to view spent and unspent convictions, cautions, and civil penalty notices.

Further information can be obtained from the Privacy Notice published here.

3. Providing Assistance and Information

We offer a wide variety of assistance and information, some of which might be charged for, such as carrying out an inspection to assist with immigration. We publish our service standards on our website. We will provide clear, accessible advice and guidance, and provide contact details where further information is required. Information is provided in a range of formats, hard copies, and electronically. Information can be provided in languages other than English upon request or where a need to do so is identified.

4. Primary Authority

Primary Authority requirements under the Regulatory Enforcement and Sanctions Act 2008 (enforced by the Better Regulation Delivery Office (BRDO)) were extended to cover the Housing, Health and Safety Rating System (HHSRS), under the Housing Act 2004, in October 2013.

The Royal Borough of Greenwich welcomes applications from businesses to form a Primary Authority Agreement, e.g. letting agents, landlords and registered providers. Please see section 22 (Enquiries) for contact details. This can apply where either a business has housing across two or more local authority areas or where an organisation, such as a trade body wishes to offer a consistent approach to compliance for its members.

The Royal Borough of Greenwich will be aware of formally recognised Primary Authority Agreement's in its enforcement approach. The BDRO publish a list of primary authorities and the businesses they support.

5. Targeting Enforcement Action

From time to time, enforcement activity will be targeted to ensure objectives are met effectively and efficiently. Such activity will be agreed in accordance with the council's constitution and delegated authorities.

Examples of how enforcement activity may be targeted are set out below (this list is not exhaustive).

5.1. Property Type or Occupation

a. Unlicensed properties.
b. Poorly managed privately rented properties.
c. Private rented property subject to incidences of anti-social behaviour.
d. Properties where tenants receive Local Housing Allowance/Housing Benefit/Universal Credit. These tenants are more vulnerable to lower standards of accommodation and can consequently face greater risks to their health safety and welfare.

e. Properties poorly or illegally built or converted that may not comply with planning or building regulation requirements.
f. Household types such as shared accommodation.
g. Properties with a low energy efficiency rating on their Energy Performance Certificate (EPC)[1].
h. Construction type – where there is a known issue associated with methods of construction for example external cladding systems, precast reinforced concrete.
i. Where a style of renting or rental model causes risk to health, safety or welfare, e.g. rent to rent models, where a short-term tenant sub-lets a property creating an unregulated HMO.

5.2. Area Based

a. Where there are identified issues in a specific location. This can be determined, for example, street by street, Local Super Output Area, town centre or ward basis.
b. Where an area of Royal Greenwich has been identified as potentially having adverse health or socioeconomic indicators.
c. To provide a co-ordinated approach alongside other council initiatives, for example, Integrated Enforcement Priority Areas.

5.3. Individuals

Where a landlord, agent, organisation or individual[2]:

a. Fails to manage privately rented accommodation in accordance with legal requirements
b. Fails to comply with informal or formal requests to meet minimum legal requirements of relevant legislation or commits offences
c. Fails to submit a valid licence application or meets licensing standards and requirements
d. Places tenants in overcrowded accommodation
e. Their activities result in the need for us to work proactively to meet our enforcement objectives.

5.4. Integrated Enforcement

a. Integrated enforcement is the Royal Borough of Greenwich's ambition to strengthen collaboration across internal enforcement teams, to collectively make Royal Greenwich a safer place. This fundamental principle is enshrined in the council's latest iteration of the Corporate Plan.

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[1] Since 1 April 2020, landlords can no longer let or continue to let properties covered by the MEES Regulations if they have an EPC rating below "E", unless they have a valid exemption in place.
[2] Such persons may also be referred to as "rogue" landlords or agents as per the oxford English dictionary definition of a rogue being "a dishonest unprincipled person"

b. An Integrated Enforcement Board has been established to oversee this work, with operational groups being tasked to deliver agreed work, which will include specific joint targeted enforcement operations, based on detailed information and intelligence gathering and analysis.
c. Working with external partners and striving to build better relationships to achieve our aims and objectives.

5.5. Other

a. To support the Royal Borough of Greenwich's published corporate strategies and policies such as the joint strategic needs assessment or homelessness strategy.

6. Licensing of Private Rented Sector Properties

6.1. General Approach to Licensing Privately Rented Sector Properties

The Council operates a separate Private Rented Property Licensing Policy which sets out the Royal Borough's approach to licensing in the private rented sector, including the licensing of Houses in Multiple Occupation (HMOs) under the mandatory scheme and any additional licensing schemes, as well as the licensing of privately rented homes within any selective licensing designations in the borough.

The PRP Licensing Policy explains the Council's licensing framework, requirements and expectations for licence holders, and how the Council will administer and enforce licensing controls to support safe, well-managed and properly regulated private rented accommodation across the Royal Borough.

6.2. Mandatory Houses in Multiple Occupation (HMO) Licensing

HMOs occupied by five or more people in two or more households, where householders lack or share basic amenities, which is:

- a building
- a converted building
- a self-contained flat (which is occupied as an HMO).

The Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018 brought these changes into force.

6.3. Additional HMO Licensing

On 1 January 2024, the Royal Borough of Greenwich renewed its Additional HMO Licensing Scheme, requiring all HMOs (as defined by the Housing Act 2004) to be licensed with Royal Greenwich.

Additional licensing mainly covers smaller HMOs, which are occupied by three or four people living in two or more households where facilities are shared.

See here for further details, advice, information and to use the online application form.

6.4. Selective Licensing

On 1 October 2022, the Royal Borough of Greenwich introduced the Selective Licensing Scheme, in the following wards:

- Woolwich Riverside
- Woolwich Common
- Shooters Hill
- Plumstead Common
- Plumstead Glyndon.

See here for more information about the Selective Licensing Scheme.

6.5. Operating an Unlicensed Privately Rented Property

The Royal Borough of Greenwich considers the failure to obtain a required property licence to be a serious breach of the law. Operating without a licence undermines regulatory oversight and can allow poor management practices, unsafe conditions and tenant exploitation to persist.

The council actively uses intelligence-led and proactive approaches to identify unlicensed properties. Where non-compliance is identified, the council will consider formal enforcement action. This may include criminal prosecution (which can result upon conviction in an unlimited fine), the imposition of a civil penalty of up to £40,000 per offence, and/or seeking a Rent Repayment Order requiring repayment of up to 24 months' rent. These powers may apply not only to the immediate landlord but also to superior landlords and others with a legal interest in the property, in line with the Renters' Rights Act.

The council may provide tenants with information and advice on their rights, including how and when they may apply for a Rent Repayment Order to recover rent paid during periods when the property was required to be licensed but was not.

7. HMO Management Regulations

The HMO Management Regulations place legal duties on landlords and managers to properly maintain, manage and communicate information relating to houses in multiple occupation. The Regulations also place responsibilities on occupiers not to obstruct or interfere with the lawful management and maintenance of the HMO.

There are two sets of Regulations: 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. While both set out

substantially the same management requirements, they apply to different categories of HMOs.

A breach of the HMO Management Regulations is an offence. Under the current enforcement framework, this may result in criminal prosecution with upon conviction an unlimited fine, or the imposition of a civil penalty of up to £40,000 per offence, in accordance with the Renters' Rights Act 2025.

8. Management Orders

Under Part 4 Chapter 1 of the Housing Act 2004, the Royal Borough of Greenwich has power to take over the management of a privately rented property through a management order in certain circumstances such as where a privately rented property is unlicensed, or no suitable licence holder can be found.

Section 26 and Schedule 3 of the Housing and Planning Act 2016 allows the council to also make a management order where a banning order has been made and where a private rented property is let in breach of a banning order.

Part 4 Chapter 2 of the Housing Act 2004 allows the local authority to make an Empty Dwelling Management Order (EDMO) to secure management of an empty dwelling. The Royal Borough of Greenwich will consider a management order or EDMO where the legislation allows and where all other options have been exhausted provided it is a financially viable option.

The Royal Borough of Greenwich has plans in place to manage properties where a management order is made. These arrangements can include external agencies.

9. Overcrowding

The service will investigate complaints about overcrowding, however they are received, with particular focus on properties occupied as HMOs. Where enforcement action is considered necessary, the service will assess the most appropriate and proportionate options. Each case will be considered on its individual merits.

10. Anti-Social Behaviour (ASB)

Where complaints of anti-social behaviour (ASB) are received in relation to licensed residential properties, the Private Sector Housing Service will work with the landlord and relevant partners, including the police, pollution control, community safety, environmental crime and other council services, as appropriate, to resolve the issues.

Licence holders and managers are expected to proactively manage their properties to prevent adverse impacts on the local community and to take effective action against tenants or visitors responsible for unacceptable behaviour. Conditions attached to HMO and Selective Licences set out the council's expectations for managing ASB. Where licence

holders fail to take timely or effective action, the council may enforce licence conditions through civil penalties or prosecution.

11. Protection from Eviction, Harassment and Criminal Entry

The Royal Borough of Greenwich is committed to protecting the welfare and rights of tenants living in privately rented accommodation. Working closely with the council's Housing Options and Support Service, the police and other relevant agencies, officers will investigate cases where illegal eviction, harassment or unlawful entry is suspected. Where appropriate, the council will support tenants in seeking civil remedies, including injunctions and compensation.

Harassment and illegal eviction are criminal offences under the Protection from Eviction Act 1977. Tenants subjected to such conduct may seek damages and/or injunctions through the civil courts. The council may also take criminal enforcement action. On conviction in the magistrates' court, offenders may face upon conviction an unlimited fine and/or imprisonment for up to six months. The Crown Court may impose an unlimited fine and/or a custodial sentence of up to two years.

The Renters' Rights Act 2025 strengthens enforcement by allowing local authorities to impose civil penalties of up to £40,000 as an alternative to prosecution for harassment and unlawful eviction, and by expanding access to Rent Repayment Orders. In appropriate cases, the council may pursue these sanctions in addition to, or instead of, criminal proceedings.

In serious cases where there is an imminent risk to the safety or welfare of occupiers, the council may apply for a warrant for the arrest of the alleged offender and will work jointly with the police, who have powers of arrest. Offenders may then be brought before the magistrates' court and considered for bail.

Under The Criminal Law Act 1977, tenants are protected from violence or threatened violence during an eviction, even where possession proceedings may otherwise be lawful. Offences under this Act carry upon conviction an unlimited fine and/or up to six months' imprisonment, and a police constable may arrest a person suspected of committing such an offence.

12. Protection of Public Health

The Royal Borough of Greenwich will investigate cases relating to the protection of public health, which include:

a. Private drainage and sewerage issues, e.g. blocked and broken sewers.
b. Nuisance issues between properties, e.g. damp ingress from a neighbouring property.
c. Pest and pest harbourage problems, e.g. infestations and accumulations that may attract pests.
d. Filthy and or/verminous premises, e.g. a home that has build-up of items that may represent a risk to health.

e. Officers will oversee exhumations to ensure public health is protected.
f. Securing premises to protect public health.

A variety of legislation is employed to investigate and remedy these issues, which can include the service of notice and carrying out works in default. Where there is a blatant disregard for public health, criminal proceedings may be instigated against the perpetrators.

13. Housing, Health and Safety Rating Scheme (HHSRS)

The Housing Health and Safety Rating System (HHSRS) is a risk based assessment used to evaluate the potential impact of housing conditions on the health and safety of occupiers and visitors. It covers 21 prescribed hazards, including excess cold, damp and mould, and risks of falls. Assessments are based on a structured evaluation of both the likelihood of harm occurring and the probable severity of outcomes should an incident occur. Each hazard is scored as High, Medium or Low risk.

In carrying out HHSRS assessments and determining the most appropriate enforcement response, the Council will have regard to the Housing Health and Safety Rating System (HHSRS) Operating Guidance and HHSRS Enforcement Guidance, together with any successor guidance issued by the Secretary of State.

13.1. Category 1 Hazards- Duty to Take Action

Category 1 hazards are those assessed as posing a serious risk to health and/or safety and are those scored as 'high risk' by HHSRS assessment. Where such hazards are identified, the Royal Borough of Greenwich has a statutory duty to take appropriate enforcement action to secure the removal or reduction of the risk. The council is committed to meeting this duty and will act in accordance with this policy, the divisional enforcement policy, the HHSRS Operating Guidance, the HHSRS Enforcement Guidance and any other relevant statutory guidance.

13.2. Category 2 Hazards- Power to Take Action

Category 2 hazards are those score as Medium or Low risk by HHSRS assessment and represent a lesser, but still significant, risk to health and/or safety.

The Royal Borough will generally take a proportionate and risk-based approach to Category 2 hazards assessed as being medium risk. As a minimum, the council will expect landlords to take timely steps to address such hazards, either through an agreed, time limited schedule of works or through the use of enforcement powers.

The council will not normally take formal enforcement action in respect of hazards assessed as low risk unless multiple hazards in these bands are identified or the cumulative impact presents an increased risk to occupiers.

Where a hazard assessed as high or medium risk is identified, the council may also require hazards assessed as low risk to be remedied at the same time, where this is

reasonable and proportionate, in order to secure overall improvements to housing conditions.

Officers will exercise professional judgement when determining whether and how to act, having regard to statutory guidance, the circumstances of the case and the principles of proportionality and risk.

13.3. Enforcement Options

Where the council has either a duty or a power to act, the range of enforcement options available includes:

a. serving an Improvement Notice requiring remedial works
b. making a Prohibition Order to restrict use of all or part of a dwelling, or the number or type of occupants
c. suspending an Improvement Notice or Prohibition Order
d. serving a Hazard Awareness Notice
e. taking Emergency Remedial Action
f. making an Emergency Prohibition Order
g. making a Demolition Order
h. declaring a Clearance Area

14. High Rise Fire Safety

In line with the work of the Ministry of Housing, Communities and Local Government (MHCLG), the council will continue to collect and maintain information on the materials and forms of insulation used in the external wall systems of specified residential buildings.

The regulatory framework for high-rise residential buildings (generally 18 metres or seven storeys and above or otherwise defined as higher-risk buildings) is overseen by the Building Safety Regulator (BSR) under the Building Safety Act 2022. The Council retains powers under Part 1 of the Housing Act 2004 to address Category 1 and Category 2 hazards.

The council is the primary regulator for mid-rise residential buildings measuring 11 to 18 metres in height (approximately 5 to 6 storeys).

Where fire safety defects are identified that are likely to have a significant impact on the health and safety of occupiers, the council may take enforcement action under Part 1 of the Housing Act 2004. This will include a risk-based assessment of hazards and, where appropriate, the use of formal action to secure remediation and/or interim risk reduction measures, proportionate to the seriousness of the hazard and level of risk.

Where a residential block with significant fire safety concerns falls within a selective licensing area, flats within the block that are licensed, or where a licence application is pending, will be prioritised for compliance inspections.

Where remediation projects are not progressing at an appropriate pace, the council will work closely with the local fire and rescue service to consider suitable enforcement action. Any enforcement action taken will be reasonable and proportionate, having regard to the seriousness of the hazard and the level of risk presented.

The overarching aim is to address the highest-risk properties first, particularly buildings with significant fire risks associated with cladding or external wall systems. This approach is supported by the council's Environmental Health Enforcement Strategy.

The council's approach is structured around three key themes:

- **Engagement**- Prior to taking formal action, the council will engage with relevant stakeholders to understand concerns and inform them of the scope and purpose of investigations. The council will work with developers, building owners and managing agents to encourage timely remediation, ensuring that residents and leaseholders are kept informed of plans and progress. Ongoing engagement will also be maintained with regulatory partners, strategic partnership groups and operational forums.
- **Inspection**- The council will undertake both reactive and proactive inspections, including joint working with the Joint Inspection Team (JIT) where appropriate.
- **Enforcement**-Where necessary, the council will take proportionate and risk-based enforcement action in accordance with its enforcement policies and relevant legislation.

14.1. Interface with the Building Safety Act 2022 (Remediation Orders / Contribution Orders)

The Council recognises that there is an interface (and potential overlap) between its Housing Act 2004 powers (including HHSRS-based action) and the civil remedies introduced by the Building Safety Act 2022, including Remediation Orders and Remediation Contribution Orders.

The Council will therefore determine the most appropriate legal route on a case-by-case basis, having regard to: the nature and urgency of the risk; the evidence available; who holds the relevant repairing/management responsibility; whether the primary barrier is delivery, funding, or both; and which route is most likely to secure timely and effective remediation.

National guidance recognises that a remediation order will not be appropriate in every case and that regulators should decide which legal route to use based on the circumstances and work together locally where needed.

14.1.1. Remediation Order

Where the concerns relate to "relevant defects" in a "relevant building" (for example, unsafe cladding systems, lack of compartmentation between flats, or other defects

creating a building safety risk from fire spread or structural collapse), the Council will consider applying to the First-tier Tribunal for a Remediation Order to require the relevant landlord to remedy specified relevant defects by a specified time.

14.1.2. Remediation Contribution Orders

Where the principal barrier is funding, or where responsibility and funding are disputed (for example, where delivery is stalled due to disputes between freeholders, developers and/or associated entities, or where there are complex ownership/management structures), the Council will consider applying for a Remediation Contribution Order to secure funding for remediation costs incurred or to be incurred, where it is just and equitable to do so.

14.1.3. Combined Approach

In appropriate cases the Council may consider a combined approach (for example, pursuing an order to secure delivery by a deadline alongside action aimed at securing the necessary funding), recognising that MHCLG has explicitly described Remediation Orders and Remediation Contribution Orders as remedies that sit alongside existing Housing Act 2004 powers and that building safety cases will differ depending on the circumstances.

14.2. Coordination with fire partners and the Building Safety Regulator (BSR)

The Council will coordinate its activity with relevant regulatory partners, including the local Fire and Rescue Authority and the Building Safety Regulator, to ensure interventions are effective, avoid duplication, and manage overlaps between regulatory regimes. This may include joint working, lawful information sharing, and participation in multi-agency or multi-disciplinary arrangements where appropriate, recognising that the BSR may draw on local authority and fire and rescue expertise in relation to higher-risk buildings.

Where enforcement activity could overlap or potentially conflict with another regulator's requirements, the Council will seek to align approaches and resolve differences through partnership working, while retaining the ability to take action necessary to protect residents from serious risk.

15. Minimum Energy Efficiency Standard (MEES)

The Minimum Energy Efficiency Standards (MEES) set out minimum energy performance requirements for privately rented homes. It is a legal requirement for all rented properties to have a valid Energy Performance Certificate (EPC).

Since 1 April 2020, landlords must not let, or continue to let, properties that fall within the scope of the MEES Regulations where the EPC rating is below band E, unless a valid exemption has been registered. This means that properties with an EPC rating of **F or G**

cannot be lawfully rented until their energy efficiency has been improved or an exemption applies.

Failure to obtain a valid EPC, or to comply with MEES requirements, may result in enforcement action under the MEES Regulations. This can include the imposition of financial penalties of up to £5,000 per property. The Royal Borough of Greenwich is the enforcement authority for MEES and will take appropriate and proportionate action where non-compliance is identified, in line with its enforcement policies and the wider regulatory framework strengthened by the Renters' Rights Act.

16. Enforcement Action

16.1. General Information

All officers undertaking enforcement duties will be suitably trained, competent and properly authorised by the Royal Borough of Greenwich. Authorised officers will carry an identity card and, where appropriate, a warrant card. Identity cards display the officer's photograph and job title. Warrant cards detail the officer's name, role and the legislation under which they are authorised to act.

The council will use all available statutory powers to meet the enforcement objectives set out in this policy. These powers include, but are not limited to, powers of entry, powers to require the production of documents and information relating to identity and interests in land or property, and powers to require production of gas and electrical safety certificates in privately rented premises.

Officers will have regard to relevant government guidance when carrying out enforcement functions and will ensure that enforcement activity complies with wider legal obligations, including (where applicable) the Human Rights Act 1998, data protection legislation, the Regulation of Investigatory Powers Act 2000, the Criminal Procedure and Investigations Act 1996 and the Police and Criminal Evidence Act 1984 and associated codes of practice.

16.2. Charging for Enforcement Action

The Housing Act 2004 enables the council to recover reasonable administrative and other expenses incurred when taking certain enforcement actions. The council will therefore charge for the following actions where applicable:

- service of an Improvement Notice
- making of a Prohibition Order
- taking Emergency Remedial Action
- making of an Emergency Prohibition Order
- making a Demolition Order
- review of a suspended Improvement Notice
- review of a suspended Prohibition Order

- review of an Emergency Prohibition Order

Other legislation allows the council to recover officer time and associated expenses incurred when determining and undertaking works in default.

Where formal enforcement action is taken, and it is reasonable in the circumstances, the council will seek to recover the full costs incurred, including officer time, overheads and associated expenses such as expert reports. In appropriate cases, and where proportionate, enforced sale of property may be considered to recover outstanding costs.

16.3. Types of Enforcement Action

The divisional enforcement policy sets out the full range of enforcement tools available, and the principles applied in selecting the most appropriate outcome. The following section expands on that policy and sets out how enforcement options are applied in practice.

16.3.1. No Action

In certain circumstances it may be appropriate to take no formal action. This may include situations where:

a. the risk to health and safety is sufficiently low;
b. there are relevant extenuating circumstances relating to the responsible person;
c. formal enforcement would be disproportionate or inappropriate.

In such cases the council may make recommendations above the legal minimum, advise on alternative routes for resolution, or refer matters to another appropriate regulator or advice service.

16.3.2. Informal Action

Where appropriate, officers will seek to resolve matters through informal engagement. Informal action may include verbal advice, correspondence, emails or agreed schedules of work.

Informal action is normally used where Category 2 hazards are identified and do not present an immediate or serious risk to health and safety. Where informal action is used, it will be clearly communicated that failure to comply may result in formal enforcement action.

16.3.3. Formal Action

Officers are expected to take formal action where circumstances justify it or where informal action has failed to secure compliance.

Formal enforcement will normally be considered in the following circumstances (this list is not exhaustive, and each case will be considered on its merits):

a. where Category 1 hazards are present;
b. where Category 2 hazards are present, when considered collectively, demonstrate neglect or disregard for occupiers' health or safety;
c. where statutory requirements have not been met following informal engagement;
d. where there is a risk of retaliatory eviction;
e. where a property is an unlicensed HMO and subject to other enforcement action;
f. failure to comply with informal requests for legally required works;
g. a history of non-compliance or poor management;
h. previous housing-related convictions within the last five years or a simple caution within the last two years;
i. where properties fall within targeted enforcement activity or defined project areas;
j. where there is an actionable and immediate risk to health or safety, including (but not limited to):

- lack of heating in cold weather
- lack of hot water with vulnerable occupants present
- exposed electrical wiring
- gas leaks or fire risks
- severe water ingress or flooding
- sewage escape
- imminent structural collapse
- inadequate fire precautions in high-risk HMOs.

16.3.4. Formal Notices and Orders

Where formal notices or orders are served, documentation will clearly set out:

- the reasons for action
- required works and compliance timescales
- rights of representation and appeal
- applicable charges
- consequences of non-compliance.

Improvement Notices and Prohibition Orders may be suspended under Part 1 of the Housing Act 2004 where appropriate, having regard to the circumstances of occupiers and the proportionality of alternative options.

16.3.5. Emergency action

Emergency powers will be used where there is an imminent risk of serious harm. This may include:

- Emergency Remedial Action under the Housing Act 2004
- securing buildings to protect public health or safety

- making Emergency Prohibition Orders where works are impractical or insufficient.

Where legislation allows, the council will recover all costs associated with emergency action.

16.3.6. Prosecution

Where prosecution is considered, cases will be assessed in line with the Code for Crown Prosecutors. The Head of Environmental Health Private Housing and Standards Services will determine whether evidential and public interest tests are met and whether statutory defences apply. Cases may also be considered under the Proceeds of Crime Act 2002.

16.3.7. Financial Penalties (Civil Penalty Notices)

The Renters' Rights Act 2025 significantly strengthens local authority enforcement powers. The council may impose civil penalties as an alternative to prosecution of up to £40,000 per offence, including (but not limited to):

- failure to comply with an Improvement Notice (including for Category 1 hazards);
- failure to license or breaches of HMO or selective licensing requirements;
- failure to comply with HMO Management Regulations;
- unlawfully evicting or harassing a tenant;
- breach of banning orders.

Failure to comply with smoke and carbon monoxide alarm regulations may result in works in default and civil penalties of up to £5,000.

Unpaid penalties will be recovered through the county court.

Appendix One sets out the council's statement of principles for imposing civil penalties.

16.3.8. Simple Cautions

In limited circumstances, a simple caution may be offered as an alternative to prosecution where:

- the offence is admitted;
- it is a first offence;
- the offender has cooperated fully and remedied breaches promptly.

16.3.9. Works in Default

Where legally required works are not carried out, the council may undertake works in default and recover all costs incurred (including administration fees). Failure to comply may also result in prosecution or a civil penalty.

16.3.10. Rent Repayment Orders

Under the Housing and Planning Act 2016 as amended by the Renters' Rights Act 2025, the council may apply to the First-tier Tribunal for a Rent Repayment Order requiring repayment of up to 24 months' rent for certain offences.

Where a civil penalty has been imposed or a conviction secured, the tribunal is required to make a full order where correctly calculated. Tenants may also apply directly, and the council will provide advice and assistance where appropriate.

17. Notices Requiring Information

Notices served under section 235 of the Housing Act 2004 and section 16 of the Local Government (Miscellaneous Provisions) Act 1976 require property owners, landlords and managers to provide information to the local authority. Compliance with these notices is often a critical step in enabling the council to investigate concerns and to take timely action to assist or protect residents.

Failure to comply with an information notice is treated as a serious matter, as it may obstruct or delay enforcement action intended to address risks to health, safety or welfare. Where non-compliance is identified, the council will normally consider formal enforcement action. This may include criminal prosecution or, in line with the Renters' Rights Act 2025, the imposition of a civil penalty as an alternative to prosecution.

18. Cross-Boundary Enforcement and Inter-Authority Working

The Royal Borough of Greenwich recognises that landlords and property portfolios frequently operate across local authority boundaries and that effective enforcement may require cross-boundary cooperation. Where enforcement action involves landlords or properties located outside the borough, Greenwich will liaise with the relevant local housing authority to ensure a co-ordinated and proportionate approach, avoiding duplication and supporting consistency of outcomes.

In cases involving portfolio landlords operating across multiple boroughs, Greenwich will seek to establish lead or coordinating authority arrangements where appropriate, particularly for complex or high-impact cases, and will cooperate with other authorities where another council is better placed to act as lead. This may include agreeing roles for investigation, enforcement action, and legal proceedings.

Greenwich will also share relevant information lawfully and proportionately with other local authorities and regulatory bodies to support effective enforcement, safeguard tenants, and tackle repeat or rogue landlords. Information sharing will be carried out in accordance with data protection legislation, statutory information-sharing gateways, and local information governance policies.

19. Transitional Arrangements

Transitional arrangements will apply to ensure that the Council uses the correct legal framework depending on when the relevant conduct occurred.

The provisions introduced by the Renters' Rights Act 2025 (including new civil penalty breaches/offences and the increase of the maximum civil penalty for certain offences to £40,000) take effect from 1 May 2026, and this policy will be applied to breaches and offences committed on or after that date.

Where the Council determines that a breach or offence was committed prior to 1 May 2026, the Council will apply the civil penalty policy and statutory guidance that were in force at the time the breach or offence was committed and may therefore need to operate legacy and post-1 May 2026 arrangements in parallel for a transitional period.

Where non-compliance is continuing and spans the commencement date, the Council will assess the facts of each case to determine the relevant period(s) of offending and will apply the appropriate regime to each period, ensuring decisions are lawful, transparent and consistent.

20. Publicity

The Royal Borough of Greenwich recognises the importance of transparency and accountability in regulatory enforcement. Where appropriate, the Council may publicise enforcement action including convictions, civil penalties, Rent Repayment Orders, banning orders and other enforcement outcomes.

Any publicity will be undertaken in accordance with applicable legal requirements, including data protection legislation, human rights considerations, principles of fairness, and any relevant statutory guidance.

The Council will consider the circumstances of each case before publication and will take account of factors including:

- whether publication is lawful and proportionate;
- any applicable rights of appeal or review;
- whether an appeal is outstanding;
- the public interest in publication;
- the need to protect personal data and confidential information.

Publication may occur through the Council's website, press releases, social media channels, regional or national databases and other appropriate media. The timing and extent of publication will be determined on a case-by-case basis.

21. Protocols

The following protocols have been developed to clarify how the service works with partner organisations, agencies and other council services in relation to private housing. These protocols may be updated, amended or expanded over time.

21.1. Fire safety enforcement protocol- London Fire and Emergency Planning Authority (LFEPA)

This protocol sets out how the Royal Borough of Greenwich and the London Fire and Emergency Planning Authority work together to take enforcement action on fire safety matters where responsibilities and enforcement powers overlap. It ensures a coordinated and proportionate approach to securing compliance and protecting residents.

21.2. Pan- London Fire Safety Protocol

The Pan-London Fire Safety Protocol establishes a consistent, cooperative framework for how London local authorities and the London Fire Brigade work together on fire safety regulation and enforcement in residential premises. It clarifies respective roles, responsibilities and lead enforcement functions where duties overlap, particularly in relation to housing conditions, fire precautions and the management of risk. The protocol promotes effective information sharing, coordinated inspection activity and proportionate enforcement action, ensuring that fire safety risks are addressed promptly while avoiding duplication and regulatory gaps. The Royal Borough of Greenwich has regard to this protocol when exercising its housing enforcement and fire safety functions.

21.3. Noise Complaints Protocol

The Housing Health and Safety Rating System (HHSRS) under the Housing Act 2004 includes noise as a potential hazard. In certain cases, particularly where properties fall below modern building regulation standards, remedial works may be required to improve sound insulation.

The Private Housing & Environmental Health Standards Team and the Community Safety & Integrated Enforcement Team have agreed a joint noise protocol to ensure a consistent and coordinated response to noise complaints, clarifying lead service responsibility and enforcement approaches.

21.4. Management of Enforcement Action Involving Vulnerable Persons

The Royal Borough of Greenwich has developed a protocol to guide officers when considering enforcement action involving vulnerable individuals. The protocol promotes a multi-departmental approach to information sharing, recognising that information held by one service may be relevant to another's decision-making.

The protocol supports proportionate enforcement by ensuring that vulnerability is properly considered alongside the council's wider duty to protect the health, safety and

welfare of the community. It recognises that the presence of vulnerability does not remove an individual's legal responsibilities, such as the duty not to cause a statutory nuisance.

Safeguarding considerations and access to appropriate support are key components of this approach. Environmental Health Residential Services will have regard to this protocol. In the context of private sector housing, it has been particularly valuable in cases involving vulnerable owner-occupiers, including situations of hoarding that give rise to statutory nuisance or fire safety risks.

22. Partners

The Royal Borough of Greenwich works with a wide range of partners and stakeholders including private sector landlords and their representatives such as the National Residential Landlords Association (NRLA), Registered Providers, resident's groups, other council services, other regulators such as LFEPA, Immigration Enforcement Service, HMRC and neighbouring local authorities. We value the partners we work with and will engage with them in relation to enforcement activity and procedures.

23. Appeals and Complaints Procedure

The divisional enforcement policy, this policy and the guidance referred to; are relevant documents we will consider when reviewing complaints in relation to our enforcement activity. There will also be further guidance that will be considered in relation to any service complaint that is not specifically mentioned here.

The Royal Borough of Greenwich's complaints procedure is available for complaints relating to the application of this policy in cases where there is no statutory appeal procedure otherwise available. Where there is the ability to appeal statutory action, an aggrieved person must make use of these, rather than the complaints procedure

We will inform all persons who are the subject of formal enforcement action of their right of appeal. This right will vary depending on the legislation used.

24. Enquiries

For further enquiries, please contact Private Housing & Environmental Health Standards at:

Email:	private-housing-regulation@royalgreenwich.gov.uk
Telephone:	020 8921 8157
Post	Private Housing & Environmental Health Standards Community Safety and Environmental Health Division Directorate of Housing and Safer Communities The Woolwich Centre 35 Wellington Street London SE18 6HQ

25. Glossary

Registered providers – A term used to describe an organisation registered with the Homes and Communities Agency that provides social housing.

Landlord - is anyone who rents out a property they own under a lease or a licence that is shorter than seven years.

Letting agent – is a person/organisation who engages in letting agency work (whether or not that person engages in other work). This includes work in seeking to find another person to let housing, or a person seeking to find housing to rent and the management of that property.

Housing, Health and Safety Rating System (HHSRS) - a risk-based assessment for defining the risk to health safety of occupants and visitors from 21 defined hazards, e.g. excess cold, damp and mould, falls, in residential property. The hazard is assessed, and classified as either category 1 or category 2, with associated low, medium, or high risk ratings.

Local Housing Allowance (LHA) this is the means tested benefit specifically relating to housing and replaced 'housing benefit' within the private rented sector.

Anti-Social Behaviour (ASB) - for discretionary licensing schemes affecting housing, this is conduct on the part of people living in, or visiting, residential premises a) which causes nuisance or annoyance to other people living in, or visiting, or otherwise engaged in lawful activities near the property, or b) which involves or is likely to involve the use of such premises for illegal purposes.

Shared house - a house rented by a group of unrelated people, typically students or young professionals, who live in it under one tenancy agreement and share its facilities but have their own bedrooms. Usually, if one of them leaves the remainder find someone to take his or her place.

Warrant – an authorisation given by a Justice of Peace to allow authorised officers to enter a property (by force if necessary) for defined purposes.

Enforced sale – a power that allows the council to recover debts registered against the title of a property by forcing its sale.

Compulsory purchase – a power that allows the council to purchase a property/land without the consent of the owner. There are various legislative powers that allow compulsory purchase in given circumstances.

Rent to rent - a term used to describe a situation where a landlord lets to a tenant and the head tenant then sub-lets to their own tenants, often creating an HMO. The head tenant may or may not reside in the property and the landlord may or may not be aware of the sub-letting.

Injunctions - a judicial order restraining a person from beginning or continuing an action threatening or invading the legal right of another or compelling a person to carry out a certain act, e.g. to make restitution to an injured party.

Appendix 1- Civil Penalties under the Renters Rights Act 2025 and other Housing Legislation

1. Purpose

This appendix sets out the principles that the Royal Borough of Greenwich will apply when considering the imposition of civil penalties under the following legislation:

a. The Housing Act 2004 (as amended), including civil penalties imposed pursuant to section 249A and Schedule 13A (as inserted by the Housing and Planning Act 2016), in respect of the following offences:
   - Failure to comply with an Improvement Notice (section 30);
   - Offences relating to the licensing of Houses in Multiple Occupation under Part 2 (section 72);
   - Offences relating to selective licensing under Part 3 (section 95);
   - Failure to comply with an Overcrowding Notice (section 139);
   - Failure to comply with Management Regulations in respect of Houses in Multiple Occupation (section 234).

b. The Housing and Planning Act 2016, insofar as it provides for the imposition of a civil penalty in respect of a breach of a banning order.

c. The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 (as amended), in respect of failures to comply with alarm requirements.

d. The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020, where a landlord fails to comply with duties relating to inspection, testing or the carrying out of remedial works.

e. The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015, in respect of breaches of the minimum energy efficiency requirements and associated duties.

f. The Tenant Fees Act 2019, where the council exercises its powers to impose financial penalties for prohibited payments or other breaches.

g. The Renters' Rights Act 2025, together with any related or consequential amendments to the Protection from Eviction Act 1977 and the Housing Act 1988, in respect of offences and breaches for which a civil penalty may be imposed.

The council will have regard to all relevant statutory and non-statutory guidance issued by the Secretary of State when deciding whether to impose a civil penalty and when determining the level of any penalty imposed.

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

2. Definitions

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.

3. Overarching Principles for Issuing a Civil Penalty

a. to lower or remove the risk to tenant's/occupant's health and safety
b. to remove financial gain or benefit from non-compliance
c. to protect the interests of the public
d. to penalise the perpetrator for the offence(s)
e. to change the behaviour of the perpetrator and to prevent future non-compliance
f. to dissuade others from offending.

The Royal Borough of Greenwich considers the above points to be of utmost significance and aligned with its objectives to protect the health, safety, and welfare of private tenants, as well as to improve standards in the private rented sector.

4. Civil Penalties- Standards of Proof

When imposing civil penalties the Council is exercising a quasi-judicial function and will only do so where there is credible, reliable and sufficient evidence to the appropriate standard that the relevant breach or offence has occurred. For breaches relating to rental discrimination and rental bidding under the Renters' Rights Act 2025, the Council will apply the civil standard of proof (the "balance of probabilities"), meaning the Council must be satisfied that it is more likely than not that the breach occurred.

For all other breaches and offences for which a civil penalty may be imposed under the "landlord legislation" framework (including offences under the Housing Act 2004, the Housing and Planning Act 2016, the Protection from Eviction Act 1977 and relevant provisions of the Housing Act 1988), the Council will apply the criminal standard of proof ("beyond reasonable doubt"). Before imposing a civil penalty in these cases, the Council will satisfy itself that, if the matter were prosecuted in the magistrates' court, there would be a realistic prospect of conviction, and in doing so will have regard to the Code for Crown Prosecutors and the Council's enforcement policies and procedures.

Civil penalties under the Renters' Rights Act 2025 and other housing legislation - GOV.UK

5. Civil Penalties with a Statutory Maximum of £7000

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

a. Failure to give a written statement of terms and any other prescribed information under section 16D of the Housing Act 1988.
b. Attempting to let a property for a fixed term under section 16E of the Housing Act 1988.
c. 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.
d. Serving an eviction notice that attempts to end a tenancy outside the prescribed section 8 process under section 16E of the Housing Act 1988.
e. 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.
f. 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.
g. 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.
h. Discrimination relating to children in the lettings process under section 33 of the Renters' Rights Act 2025.
i. Discrimination relating to benefits in the lettings process under section 34 of the Renters' Rights Act 2025.
j. Failure to specify proposed rent within a written advertisement or offer under section 56 of the Renters' Rights Act 2025.
k. Inviting, encouraging or accepting any offer of rent greater than the stated rate under section 56 of the Renters' Rights Act 2025.

6. Civil Penalties with a Statutory Maximum of £40,000

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

a. 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:

a. Unlawful eviction and harassment of occupier under section 1 of the Protection from Eviction Act 1977.
b. 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

c. 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.
d. 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.
e. 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.
f. Breach of a banning order under section 21 of the Housing and Planning Act 2016.
g. Failure to comply with an Improvement Notice under section 30 of the Housing Act 2004.
h. Contravention of an overcrowding notice under section 139 of the Housing Act 2004.
i. Failure to obtain a selective licence under section 95 of the Housing Act 2004.
j. Failure to obtain an HMO licence under section 72 of the Housing Act 2004.
k. Knowingly permitting over-occupation of an HMO under section 72 of the Housing Act 2004.
l. Failure to comply with management regulations in respect of HMOs under section 234 of the Housing Act 2004.
m. Failure to comply with HMO licence conditions under section 72 of the Housing Act 2004.
n. Failure to comply with selective licence conditions under section 95 of the Housing Act 2004.

7. Multiple Breaches or Offences

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.

8. Approach to Assessing and Setting Civil Penalties

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 in particular as a means of enforcing the above breaches and offences are explained below.

9. 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 4 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.

10. 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.

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

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

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

While all landlords are expected to comply fully with their legal obligations, the Council considers that a higher standard of professionalism and regulatory awareness is reasonably expected of landlords who operate at greater scale, who have greater experience, or who are involved in more complex forms of letting. Where such landlords fail to comply with their obligations, this will ordinarily justify a higher civil penalty.

In particular, 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.

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

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

10.3.1. 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.

10.3.2. 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:

a. **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.

b. **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.

c. **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.

d. **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.

e. **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.

10.3.3. 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:

a. **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.

b. **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.

c. **Deliberate Intent of 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.

d. **The Number of Occupants Affected**

Non-exhaustive examples include:

- 3-5 occupants affected.

e. **Duration of Non-Compliance**

Non-exhaustive examples include:

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

f. **Vulnerability of the 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,
- pregnant women.

10.3.4. 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.

10.3.5. The Totality Principle

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

In general, however, the application of the totality principle will form the final step in the Council's decision-making process, undertaken after any written representations have been considered and before final notices are issued, once the level of each individual civil penalty has been assessed in accordance with this policy.

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

The totality principle does not operate across different legal persons who are separately liable in law, nor does it operate across civil penalties imposed at different times. In general, it applies only to multiple civil penalties imposed under this policy on

the same person 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.

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

11.1. Protection from Eviction Act 1977 offences

11.1.1. 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.

11.2. Housing Act 1988 breaches and offences

11.2.1. 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

Offence- specific mitigating factors:

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

Offence-specific aggravating factors

- None

11.2.2. 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

Offence- specific mitigating factors:

- None

Offence-specific aggravating factors

- None

11.2.3. 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

Offence- specific mitigating factors:

- None

Offence-specific aggravating factors

- Tenant vacates property within four months of the date of vacation or equivalent specified in the notice to quit.

11.2.4. 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

Offence- specific mitigating factors:

- None

Offence-specific aggravating factors

- Tenant vacates property within four months of the date of vacation or equivalent specified in the notice to quit.

11.2.5. 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

Offence- specific mitigating factors:

- None

Offence-specific aggravating factors

- Tenant vacates property within four months of the date of vacation or equivalent specified in the notice to quit.

11.2.6. 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

Offence- specific mitigating factors:

- None

Offence-specific aggravating factors

- None

11.2.7. 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

Offence- specific mitigating factors:

- None

Offence-specific aggravating factors

- None

11.2.8. 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

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

Offence- 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.

Offence-specific aggravating factors

- None

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

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

Offence- specific mitigating factors:

- None

Offence-specific aggravating factors

- None

11.2.10. 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	£40,000	Dependent on the constituent breaches	Dependent on the constituent breaches	Dependent on the constituent breaches

breaches added together				

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.

11.2.11. 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

11.2.12. 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

11.3. Housing and Planning Act 2016 offences

11.3.1. 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.

11.4. Renters Rights Act 2025 breaches

11.4.1. 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

Offence- specific mitigating factors:

- None

Offence-specific aggravating factors

- None

11.4.2. Discrimination relating to benefits in the lettings process – section 34(1) of the Renters' Rights Act 2025

Starting Point	Statutory maximum	Landlord Type downward	No Landlord Type	Landlord Type

	civil penalty amount	adjustment	adjustment	upward adjustment
£6,000	£7,000	£4,800	£6,000	£7,200

Offence- specific mitigating factors:

- None

Offence-specific aggravating factors

- None

11.4.3. 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

Offence- specific mitigating factors:

- None

Offence-specific aggravating factors

- None

11.4.4. 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

Offence- specific mitigating factors:

- None

Offence-specific aggravating factors

- None

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

11.5.1. 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

Offence- specific mitigating factors:

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

Offence-specific aggravating factors

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

11.5.2. 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

Offence- specific mitigating factors:

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

Offence-specific aggravating factors

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

11.5.3. 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

Offence- specific mitigating factors:

- None

Offence-specific aggravating factors

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

11.6. Housing Act 2004 offences

11.6.1. 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.

11.6.2. 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.

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

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

Offence- specific mitigating factors:

- None

Offence-specific aggravating factors

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

11.6.4. 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 of the unlicensed property.

11.6.5. 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.

11.6.6. 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.

a. **Duty of manager to provide information to occupier**

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	£3600

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.

b. **Duty of manager to take safety measures**

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 offences within the specific regulation

Offence-specific aggravating factors

- The nature and extent of offences within the specific regulation

c. **Duty of manager to maintain water supply and drainage**

Starting Point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£10,000	£40,000	£8,000	£10,000	£12,000

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

d. **Duty of manager to supply and maintain gas and electricity**

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:

- The nature and extent of offences within the specific regulation

Offence-specific aggravating factors

- The nature and extent of offences within the specific regulation

e. **Duty of manager to maintain common parts, fixtures, fittings and appliances**

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 offences within the specific regulation

Offence-specific aggravating factors

- The nature and extent of offences within the specific regulation

f. **Duty of manager to maintain living accommodation**

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 offences within the specific regulation

Offence-specific aggravating factors

- The nature and extent of offences within the specific regulation

g. **Duty to provide waste disposal facilities**

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 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

11.6.7. 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 he 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.

a. **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 licensing condition breach

Offence-specific aggravating factors

- The nature and extent of the licensing condition breach

b. **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 licensing condition breach

Offence-specific aggravating factors

- The nature and extent of the licensing condition breach

c. **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 Starting point**
- **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 licensing condition breach

Offence-specific aggravating factors

- The nature and extent of the licensing condition breach

d. **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 licensing condition breach

Offence-specific aggravating factors

- The nature and extent of the licensing condition breach

e. **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 licensing condition breach

Offence-specific aggravating factors

- The nature and extent of the licensing condition breach

11.6.8. 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.

a. **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
£3000	£40,000	£2,400	£3,000	£3,600

Offence- specific mitigating factors:

- The nature and extent of the licensing condition breach

Offence-specific aggravating factors

- The nature and extent of the licensing condition breach

b. **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 licensing condition breach

Offence-specific aggravating factors

- The nature and extent of the licensing condition breach

c. **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 licensing condition breach

Offence-specific aggravating factors

- The nature and extent of the licensing condition breach

d. **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 licensing condition breach

Offence-specific aggravating factors

- The nature and extent of the licensing condition breach

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

12.1. Notice of intent

Before imposing a civil penalty on a landlord, the Council will give the landlord a notice of intent (NOI). 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

The notice of intent must be served within 6 months of sufficient evidence to demonstrate the breach or offence being collected, or 6 months from the date the conduct ceases.

12.2. Right to make written representations

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

12.3. Decision after the representations period

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

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

A landlord's rectification of the identified breach or offence during the representations period will rarely, of itself, lead the Council to conclude that the imposition of a civil penalty is inappropriate. However, compliance at that stage will usually be relevant to the assessment of mitigating factors that may reduce the level of any civil penalty imposed.

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

12.4. Final notice

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

- The final notice will set out:

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

13. 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 25% 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 25% prompt payment discount is applied, resulting in a discounted payment of £12,000.

14. 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).

15. Debt Recovery & Payment Plan Policy

The Council's Civil Penalties Collection, Recovery and Instalments Policy sets out how the Private Housing & Environmental Health Standards Team will collect, enforce and recover financial penalties, including the practical arrangements for payment, instalments and recovery action.

It confirms that penalties are normally payable within 28 days of the Final Notice, provides for an early payment discount where the penalty is paid in full within 28 days, and explains when instalment plans may be agreed (including the evidence required, typical repayment time limits and the requirement for payments to be made by direct debit).

The policy also explains the consequences of late or missed payments (including cancellation of instalment arrangements and escalation to formal recovery options such as county court action and related enforcement methods), and makes clear that recovery is suspended where a valid appeal is lodged until the Tribunal has determined the case.

Finally, it sets out governance and review arrangements, communications standards, and how the Council will consider vulnerability and exceptional hardship requests while maintaining the expectation that financial penalties must be paid.

The policy is available at : XXXXXX

16. Income from Civil Penalty Notices

Income received by the Royal Borough of Greenwich from civil penalties imposed under housing and private rented sector (PRS) enforcement powers will be accounted for separately and ring-fenced in accordance with statutory guidance.

Such income will be used solely to support the costs of PRS enforcement activity, including investigation, compliance activity, legal proceedings, intelligence gathering, staff training, and systems necessary to deliver effective regulation.

The Council will ensure that clear financial records are maintained to demonstrate how civil penalty income has been applied, providing transparency and audit assurance. Where it is not lawful to apply income to PRS enforcement activity, the Council will ensure that any surplus or ineligible income is paid to central government in accordance with the statutory requirements.

Appendix 2- Civil Penalty Scoring Matrix

Mitigation (Max -20%)

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%.

Steps taken to remedy the basis of the breach or offence	The landlord promptly took steps to remedy the breach or offence after receiving communication from the Council. All significant elements of the breach have been remedied.	No
A High Level of Cooperation	The Landlord proactivly provided significant information to the Council that it reasonably considers relevant beyond that required by statutory notice. The landlord proactively facilitated the investigation of the Council	No
Acceptance of Liability	Accepting liability before or within the period for representations. NB - Where a landlord relies on a reasonable excuse defence or otherwise contests liability, this mitigating factor will not usually apply	No
Health Circumstances	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.	No
Diminished Culpability (Limited Responsibility)	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.	No
Other evidence mitigation (please detail)		No
OFFENCE SPECIFIC MITIGATION		
	This will only be appropriate for some offences- where 'none' is marked no offence specific is available	Unknown

Aggravating Factors (Max +20%)

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.

	Negligable	Low	Medium	High	Significant
Culpability and track record of the offender.	"Short term offence, no premeditation and no previous history."	"First time offence. The offence has been ongoing for a short time. Minor prior infractions, which may include a repeat of the current offence "	"Second or third time offender. No premeditation. The offence has been ongoing for a moderate period of time. A case history of non-cooperation and relevant prior offending which may include a repeat of the current offence"	"Multiple offender. Some premeditation. The offence has been ongoing for a significant period of time. A case history of non-cooperation and relevant prior offending including a repeat of this offence. "	Serial offender (10 + times). Premeditation. The offence has been ongoing for a significant period of time. A case historyof non-cooperation and relevant prior offending including a repeat of this offence.
The harm caused to the tenant (2x multiplier)	Very little or no harm caused. One occupant. No vulnerable occupants.	Low-level health risk(s)/harm(s) identified (category 2 hazards). One occupant. No vulnerable occupants.	Moderate-level health risk(s)/harm(s) identified (category 2 hazards) Two to four occupants.	Severe-level health risk(s)/harm(s) identified. (category 1 & 2 hazards). Two to four occupants	Severe-level health risk(s)/harm(s) identified (category 1 & 2 hazards). Five or more occupants.
Punishment of the offender.	No other crime, no perversion and a willingness to adhere to advice	Minor previous infractions, no perversion and a willingness to adhere to advice	Minor previous infractions, attempts to pervert, unwilling to cooperate	Significant other crime. Offender made attempts to pervert and hostile to cooperation	Severe harm resulting from other crime. Offender made attempts to pervert and hostile to the Royal Borough and others
Deter the offender from repeating breaches or offences and others from committing similar breaches or offences.	No or little deterrence likely. Repeat offending possible	Low level offence, unlikely to be reported on. Mild deterrence	Some publicity may result. Will act as a mid-term deterrent from repeating offence(s).	Publicity will be sought. Large deterrence to offender and landlord community	Publicity inevitable via numerous methods. Massive deterrence to re-offending and to wider landlord community.
Remove any financial benefit the offender may have obtained as a result of committing the breach or offence. (2x multiplier)	Negligible financial impact. (e.g. application fee with no other financial impact)	Low to moderate financial impact. (e.g. application fees with other minor financial impact, no correspondence issued)	Medium level financial impact. (e.g. benefitted from significant noncompliance, letter issued)	Large financial impact. (e.g. benefitted from serious noncompliance, Improvement Notice issued)	Maximum financial impact available (e.g. benefitted from very serious non-compliance, Prohibition Order issued)
	ADD Additional Agravating Factor for breach./ offence specific criteria (2x multiplier)- This is only relevant for certain offences. Where 'None' is shown mark field as N/A				