

Agenda

Housing, Health and Communities Committee Meeting

Date: Wednesday, 25 March 2026

Time 7.00 pm

Venue: Council Chamber, Swale House, East Street, Sittingbourne, ME10 3HT

Membership:

Councillors Lloyd Bowen, Hayden Brawn, Derek Carnell, Ann Cavanagh, Kieran Golding, Alastair Gould, Angela Harrison (Vice-Chair), Peter MacDonald, Peter Marchington, Ben J Martin, Pete Neal, Tom Nundy, Hannah Perkin (Chair), Carrie Pollard and Karen Watson.

Quorum = 4

Pages

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- (d) Anyone unable to use the stairs should make themselves known during this agenda item.

2. Apologies for Absence

3. Minutes

To approve the Minutes of the Meeting held on 20 January 2026 (Minute Nos. 615 – 629) and the Extraordinary Meeting held on 25 February 2026 (Minute Nos 630- 634) as a correct record.

4. Declarations of Interest

Councillors should not act or take decisions in order to gain financial or other material benefits for themselves, their families or friends.

The Chair will ask Members if they have any disclosable pecuniary interests (DPIs) or disclosable non-pecuniary interests (DNPIs) to declare in respect of items on the agenda. Members with a DPI in an item must leave the room for that item and may not participate in the debate or vote.

Aside from disclosable interests, where a fair-minded and informed observer would think there was a real possibility that a Member might be biased or predetermined on an item, the Member should declare this and leave the room while that item is considered.

Members who are in any doubt about interests, bias or predetermination should contact the monitoring officer for advice prior to the meeting.

5. Matters Arising

Update from the Chair on any matters from the previous meeting or upcoming agenda items relating to this committee.

6. Chairs Briefing

Items for Noting

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Items for Decision by the Committee

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12. Cockleshell Walk Social Homes Project

Report to follow.

Issued on Tuesday, 17 March 2026

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**Chief Executive, Swale Borough Council,
Swale House, East Street, Sittingbourne, Kent, ME10 3HT**

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Housing, Health and Community Committee Forward Decisions Plan – March 2026

Report title, background information and recommendation(s)	Date of meeting	Open or exempt	Lead Officer and report author
Empowering You in Swale Strategy Update	25 March 2026	Open	Lead Officer: Stephanie Curtis Head of Service: Charlotte Hudson
Swale Good Causes Community Lottery Update	25 March 2026	Open	Lead Officer: Stephanie Curtis Head of Service: Charlotte Hudson
Temporary Accommodation Scrutiny Report	25 March 2026	Open	Lead Officer: Charlotte Hudson Head of Service: Charlotte Hudson
Rainbow Homes Governance	25 March 2026	Open	Lead Officer: Charlotte Hudson Head of Service: Charlotte Hudson
Leisure Centre Contract Award	September 2026	Open	Lead Officer: Jay Jenkins Head of Service: Martyn Cassell
Housing Enforcement Policy	TBC	Open	Lead Officer: San Nyunt Head of Service: Charlotte Hudson
Beachfields Phase 2	TBC	Open	Lead Officer: Martyn Cassell Head of Service: Martyn Cassell
Play Strategy	TBC	Open	Lead Officer: Jay Jenkins Head of Service: Martyn Cassell
Permissive Environments Policy Statement	TBC	Open	Lead Officer: Stephanie Curtis Head of Service: Charlotte Hudson

Permissive Environments Policy Statement	25 February 2026	Open	Lead Officer: Stephanie Curtis Head of Service: Charlotte Hudson
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Housing, Health & Communities Committee	
Meeting Date	Wednesday 25 th March 2026
Report Title	Empowering You in Swale Strategy – Delivery update
EMT Lead	Emma Wiggins, Director of Regeneration & Neighbourhoods
Head of Service	Charlotte Hudson, Head of Housing & Communities
Lead Officer	Sarah-Jane Radley, Community & Partnerships Manager
Classification	Open
Recommendations	1. To note the contents of the report.

1 Purpose of Report and Executive Summary

- 1.1 The Empowering You in Swale Strategy – Community Development Strategy 2024-27 was developed to outline support to the community in line with Swales Corporate Strategy. The report provides an update on the progress of delivery.

2 Background, Context and Proposals

- 2.1 The Empowering You in Swale Strategy was adopted at Full Council on Wednesday 2nd April 2025.
- 2.2 The strategy encompasses for priority areas:
 - Priority 1:** Creating skilled, educated and working communities
 - Priority 2:** Growing healthy communities
 - Priority 3:** Empowering stronger, more sustainable communities
 - Priority 4:** Developing strong partnerships that deliver for our communities
- 2.3 Work across the council has contributed to the four priority areas, and **Appendix I** details a list of projects from across departments that have contributed to the delivery of the strategy. **NOTE** this is not a finite list, there will be additional projects that are contributing but not listed.
- 2.4 The strategy has enabled strengthening of cross departmental working, continued growth of external partnerships and development of new opportunities.
- 2.5 There has been continued collaborative work which aims to tackle deprivation and inequality within the borough. This work includes welfare and benefit uptake campaigns, the continued work through the Cost of Living Group, implementation

of schemes such as the Healthy Homes project to tackle damp & mould and Household Support Fund (soon to be Crisis and Resilience Fund).

- 2.6 In relation to health, we have enabled wider work in partnership with the Health & Care Partnership, Public Health and ICB to engage with programmes such as Marmot Coastal Communities and Widening Access Demonstrator (WAD) both of which are recognised nationally. Kent has now been launched as the UK's first Coastal Marmot Region which includes Swale, Canterbury, Thanet, Dover, Ashford and Folkestone & Hythe. This work actively improves health equity through eight key principles, including giving children the best start in life, creating fair employment, and building sustainable communities.
- 2.7 Following the successful allocation of funding from Sport England to deliver Swale Place Partnership Programme, we have been working closely with Active Kent and Medway whilst they set up the programme and develop the first years Test and Learn projects. This exciting project is in the early stages of development but is a positive collaboration with partners to increase participation in sport and physical activity.
- 2.8 We have delivered a number engagement events with the community which include Baton of Hope for suicide awareness, Youth Democracy to engage young people with the council and several other wider programmes such as the One Swale Roadshows and Smoke Free Spaces.
- 2.9 Wider teams have delivered projects including the Cycle Recycle project and Leisure teams are working to enhance the health & wellbeing requirements as part of the leisure contract specification.
- 2.10 Housing and Community have been working together to develop new projects, with the aim of reducing duplication and enabling a wider access to services through the voluntary sector and improved awareness and coordination.
- 2.11 The skills & employment agenda has been developing through the work of the new Strategic Skills & Employment Group as well as linking externally to a variety of County strategies to ensure Swale representation.
- 2.12 Through the development of new funding opportunities such as the Sport England Place Partnership and Pride in Place, teams will support innovation and community engagement to ensure a joined up and informed approach.
- 2.13 Barriers being experienced include lack of resources, continued change in funding landscape and increased pressures for the voluntary sector, which means that although work continues, we must be aware of these limitations in planning for delivery.

3 Recommendations

3.1 To **note** the contents of the report.

4 Alternative Options Considered and Rejected

4.1 The option of doing nothing has been discounted, as the continued implementation of this strategy is critical to ensuring services are delivered effectively, addressing inequality and enhancing access for all residents.

5 Consultation Undertaken or Proposed

5.1 Consulted with internal departments to gather information that informs the delivery of activities that support progress of the strategy. Continued development of external consultation throughout delivery of projects to ensure appropriate input where required.

6 Implications

Issue	Implications
Corporate Plan	Empowering You in Swale links to the four key objectives of the Corporate Plan through the delivery activities being proposed within the strategy.
Financial, Resource and Property	Delivery of the work associated to the Empowering You in Swale Strategy will be committed to from the existing delivery resources of the Community & Partnerships Team and wider team input, no additional funding for projects outside of this area of work has been agreed.
Legal, Statutory and Procurement	None identified at this stage
Crime and Disorder	The Empowering You in Swale Strategy outlines collaborative projects that aim to improve the lives of communities and links to the delivery plan for the Community Safety Executive.
Environment and Climate/Ecological Emergency	The Empowering You in Swale Strategy outlines collaborative projects that aim to improve the lives of communities through community development, and this includes tackling fuel and water poverty in the borough.
Health and Wellbeing	The Empowering You in Swale Strategy outlines collaborative projects that aim to improve the lives of communities through community development, and this includes tackling health inequalities in the borough.
Safeguarding of Children, Young People and Vulnerable Adults	The Empowering You in Swale Strategy outlines collaborative projects that aim to improve the lives of communities through community development, and we ensure that all partners we work with comply with safeguarding policies and we are delivering according to our own policies.

Risk Management and Health and Safety	None identified at this stage
Equality and Diversity	None identified at this stage
Privacy and Data Protection	None identified at this stage
Local Government Reorganisation	None identified at this stage

7 Appendices

7.1 The following documents are to be published with this report and form part of the report:

- Appendix I: Empowering You Delivery Plan

8 Background Papers

[Agenda for Council on Wednesday, 2 April 2025, 7.00 pm](#)

Appendix I

Housing, Health & Communities Committee - Empowering You in Swale Strategy – Delivery update

Project Name	Description	Main Priority	SBC Lead	Timeframe	Partners / Collaboration	Delivery Update	Output	Comments
Marmot Programme	Coastal communities project - focus on health determinants (work and skills for work)	Priority 1: Creating skilled, educated and working communities	Charlotte Hudson	Ongoing	KCC Public Health	Larissa Reed is the Strategic Lead for the Kent Marmot Coastal Board	Coastal communities project - focus on health determinants (work and skills for work)	
Sheppey Career Readiness	Intervention designed to break the entrenched cycle of economic inactivity and poor health outcomes on the Isle of Sheppey, Swale	Priority 1: Creating skilled, educated and working communities	Charlotte Hudson	March 2025-October 2026	Breaking Barriers Innovation KCC Public Health	Awaiting funding confirmation from ICB	Individuals furthest away from the job market, able to access employment and skills opportunities through local anchor institutions.	
Strategic Skills and Employment Meeting	Strategic delivery of work to tackle barriers to employment and skills within the borough.	Priority 1: Creating skilled, educated and working communities	Emma Wiggins	January 2026-December 2026	Multi-agency	Two meetings held in 2025 - 4 planned for 2026	Strategic delivery of work to tackle barriers to employment and skills within the borough.	
Youth Democracy Event	Youth Democracy Event to engage young people in the borough and expand their understanding of the council and it's role.	Priority 1: Creating skilled, educated and working communities	Brooke Telford	One off event - November 2025	Mayor / Leader Police	Successful event held in November 2025, good engagement from secondary schools and young people	Delivery of democracy event to secondary students across Swale	

Skate park	Improvements to the location and delivery of services	Priority 1: Creating skilled, educated and working communities	Brooke Telford	Ongoing	Lease holder Brogdale and local charities	Discussions ongoing	Increased safe access to the park for young people	
NEET Provision	Funding provided through UKSP to deliver localised provision	Priority 1: Creating skilled, educated and working communities	Kieren Mansfield	March 2025 - March 2026	Pyramid Project	Delivery of services to NEET - funding ends March 2026	Reduced numbers of young people Not in Education Employment or Training.	
Schools Commissioning process with KCC	The Council has engaged with KCC throughs the schools commissioning process regarding the delivery of future additional schooling capacity required to meet the changing needs of the Borough and to address concerns regarding the distance to learning for some local students.	Priority 1: Creating skilled, educated and working communities	Kieren Mansfield	Ongoing	Kent County Council	Ongoing	Improved access to provision	

Schools Carbon Literacy Training	Providing education around the Climate Emergency to empower young people to take action.	Priority 1: Creating skilled, educated and working communities	Samuel Brookfield	Ongoing	Carbon Literacy Project, Queen Elizabeth Grammar School, East Kent College Secondary	Awaiting funding	Students achieving Carbon Literacy Accreditation	Awaiting funding
Loneliness Project	SVA project - increase awareness, reduce stigma, improve access to activities and develop legacy project	Priority 2: Growing healthy communities	Sarah-Jane Radley	End 31 March 2026	Swale Voluntary Alliance / Swale CVS	Scope continuation of project for 2026/27	Raise awareness and reduce stigma – improve health outcomes	
Smoke Free	Deliver Smoke Free Zones across the borough	Priority 2: Growing healthy communities	Brooke Telford	End 31 March 2026	VCSE partners	Delivered a number of Smoke Free Zones across the borough	Deliver Smoke Free Zones across the borough	
One Swale Roadshows	Multi-agency roadshow once a month across the borough	Priority 2: Growing healthy communities	Georgia Moss	End 31 March 2026	Lead-SCVS and FCNG	Delivered events throughout 2025/26	frontline awareness raising for support available to residents	
Healthy Homes	Reduce damp and mould & project plan	Priority 2: Growing healthy communities	San Nyunt / Richard Evans	End date tbc	SBC teams / VCSE / Private sector / Housing / Landlords	Delivery of a variety of damp and mould projects	Reduce damp and mould & project plan	
Household Support Fund	Delivery of Household Support Fund	Priority 2: Growing healthy communities	Sarah-Jane Radley	End 31 March 2026	VCSE / Housing / Revenues & Benefits	Delivery of HSF with VCSE. Development of plan post March 2026	Development of Crisis & Resilience Fund provision post April 2026	
Baton of Hope	Event taking place 21 September	Priority 2: Growing healthy	Brooke Telford	Sep-25	Medway & Swale Health & Care	Event taking place 21 September 2025 - suicide awareness	Potential for further event to take place in 2027	

	2025 - suicide awareness	communities			Partnership / VCSE			
Medway and Swale Health and Care Partnership - Projects	Collaborative projects with Medway & Swale Health & Care Partnership	Priority 2: Growing healthy communities	Sarah-Jane Radley / Brooke Telford	Ongoing	Medway & Swale Health & Care Partnership	Integrated Neighbourhood Teams Social Regeneration Widening Access Demonstrators (WAD)	Ongoing	The current restructure of the H&CP and ICB will impact on future delivery of projects
Place Partnership Program - Sport England	Development Award, 12 months, including Test & Learn projects	Priority 2: Growing healthy communities	Sarah-Jane Radley	2025/26	Active Kent & Medway	Collaborate with AKM to develop the Place Partnership Programme	Initial meetings held, project development underway	
Shelter 2026	Set up a night shelter for rough sleepers in winter 2026/27	Priority 2: Growing healthy communities	Roxanne Shepherd / Sarah-Jane Radley	Winter 2026/27	Multi-agency	Work continues to develop the offer with partners	Release pressures on Housing budgets and provide a holistic service offer for homeless	
Healthy Homes	The TCPA is working with councils and communities to explore different ways the Healthy Homes Principles can be used as a framework for improving the quality of new development in their area.	Priority 2: Growing healthy communities	Anna Stonor	October to December 2027 - when Local Plan is adopted.	Town and Country Planning Association	Referenced in draft Reg 18 Local Plan.	The Healthy Homes principles will be embedded in the Local Plan.	

Swale Healthy Homes Project	Targeting households experiencing damp, mould and condensation in the private rented sector. Project includes inspections, enforcement, tenant support and empowerment and communications, surveys, and delivery of government-funded interventions.	Priority 2: Growing healthy communities	San Nyunt	May 2024 – May 2025 (delivery), with evaluation extended to March 2026	DLUHC, DHSC, Department for Work & Pensions, Verian (evaluation partner), Private landlords, PRS Place-Based Projects network, Swale local voluntary sectors	Ongoing / Partially Completed – baseline data collected, stakeholder engagement underway, comms launched, KPIs and financial returns submitted, evaluation extended; ongoing monitoring continuing.	Ongoing / Partially Completed – baseline data collected, stakeholder engagement underway, comms launched, KPIs and financial returns submitted, evaluation extended; ongoing monitoring continuing.	
Leisure	Enhanced Health & Wellbeing requirements as part of the new leisure contract specification	Priority 2: Growing healthy communities	Jay Jenkins	Contract is out to tender, new contract commences in April 2027	New Leisure Operator	Enhanced Health & Wellbeing requirements as part of the new leisure contract specification	Increased levels of health and wellbeing activity across the borough delivered via the Leisure centres, which will include Faversham pools from April 27. Targeting an increase in the number of residents from priority groups participating regularly in sport and physical activity e.g., overweight children and adults, BAME, people with disabilities, life-limiting illnesses, CV conditions,	Note: The Operator Partner shall deliver a Borough wide Health and Well-being Development Programme which supports the Authority's Strategic Priorities for the service and contributes towards the wider local strategic

							young people, and older adults etc.	<i>outcomes, and specifically Health and Well-being outcomes. A particular priority is to reduce health inequalities in the borough and improve the health and wellbeing of families through physical activity.</i>
CWIP	A strategic, long-term infrastructure plan to increase local levels of active travel.	Priority 2: Growing healthy communities	Michelle Anderson	17 March 2026 - adoption by Committee	AECOM	Consultation closed and papers being prepared for Committee	Adoption of a Local Cycling and Walking Infrastructure Plan.	
SLRG	Scheme Planning and Design Study	Priority 2: Growing healthy communities	Michelle Anderson	Delivery by September 2026	WSP	Scheme Planning and Design Study	Feasibility on highways section of the Sheppey Light Greenway Route	
Cost of Living	Delivery of Cost of Living Agenda	Priority 3: Empowering stronger, more sustainable communities	Georgia Moss	Ongoing	across VCSE and statutory services	Deliver Cost of Living Partnership Group Deliver COL food bank sub group Information sharing and communications	work streams, targeted support for residents, partnership working	

Swale Voluntary Alliance (SVA)	Delivery of project to improve sustainability and resilience of Swales voluntary and community sector	Priority 3: Empowering stronger, more sustainable communities	Sarah-Jane Radley	Ongoing	Multi-agency	UKSPF funding for the project ends March 2026	Increased reliance within the VCSE Training, funding and educational opportunities	Project will continue under Swale CVS
Swale Community Lottery	Operational delivery	Priority 3: Empowering stronger, more sustainable communities	Georgia Moss	Ongoing	N/A	Operational delivery	fundraising opportunities for VCSE across the borough	
Benefit uptake campaigns	Utilising the Low Income Family Tracker Platform (LIFT) to target support for families who are entitled to claim benefits but are not currently claiming them.	Priority 3: Empowering stronger, more sustainable communities	Georgia Moss	Ongoing	CAS and Age UK/KCC	Completed delivery of data led campaigns - specific benefit uptake ie. PIP Completed delivery of targeted campaigns ie. Water discount scheme	raising awareness on benefit eligibility and making a claim	
Community Assets	Delivery of work related to SBC community assets	Priority 3: Empowering stronger, more sustainable communities	Louise Galloway	Ongoing	Lakeview Community Centre Meads Community Centre	Works underway - ongoing	Completion of lease agreements	
Welfare support	Support for complex cases under HSF	Priority 3: Empowering stronger, more sustainable communities	Georgia Moss	Ongoing	Support for complex cases under HSF	Round 7 funding ends February 2026	Development of CRF service offer	

Member Grant Scheme	Delivery of Member Grant Scheme	Priority 3: Empowering stronger, more sustainable communities	Georgia Moss	Ongoing	Delivery of Member Grant Scheme	Grant scheme closes end of Feb 2026.	Grant scheme to support projects/organisations across the Borough	
Water discount schemes	Delivery of water discount schemes to residents	Priority 3: Empowering stronger, more sustainable communities	Sarah-Jane Radley	Ongoing	Southeast Water Southern water	Southern Water Scheme delivering, Finalising data sharing for South East Water	Delivery of water discount schemes to residents	
UKSPF / LUF / Pride in Place Impact Fund	Investment has been made in improving local public spaces and leisure facilities, through the delivery of the Sheerness Revival scheme on Sheppey, using LUF, and range of other smaller projects through the use of UKSPF and the Rural England Prosperity Fund. This is anticipated to continue through the pride in Place Impact Funding into 2026/27.	Priority 3: Empowering stronger, more sustainable communities	Kieren Mansfield	2025/26 - 2026/27	Multi-agency	Significant project delivery underway	2025/26 - 2026/27	

Tenancy Sustainment	Working with housing clients alongside various support agencies furnish new properties and sustain existing tenancies	Priority 3: Empowering stronger, more sustainable communities	Rebecca Walker / Cath Murphy	On-going	Various support agencies including Voluntary Sector	Ongoing	Ongoing	
Healthy Start Campaign	Utilising the Low Income Family Tracker Platform (LIFT) to target support for families who are entitled to access Healthy Start vouchers.	Priority 3: Empowering stronger, more sustainable communities	Georgia Moss	01/01/2026	Kent County Council - Helping Hands Team	One off campaign - Jan 26	Increased numbers of residents accessing the support.	
Swale Primary School Workshop	A workshop for Swale Primary Schools	Priority 3: Empowering stronger, more sustainable communities	Michelle Anderson	17/03/2026	Kent County Council, Kent Police, Parking Enforcement	17/03/2026	Event addressing peak-time challenges around safety, congesting, and problematic parking	
Community Safety Partnership	Delivery of CSP meetings and related actions/spend of CRG fund	Priority 4: Developing strong partnerships that deliver for our communities.	Brooke Telford	Ongoing	Multi agency	Delivery of CSP meetings and related actions/spend of CRG fund	Ongoing	
White Ribbon	Related to CSP - Increase awareness of violence against women and girls	Priority 4: Developing strong partnerships that deliver for our	Brooke Telford	Ongoing	Multiagency	Related to CSP - Increase awareness of violence against women and girls	Ongoing	

		communities.						
Safety Advisory Group	Swale events coordinating SAG group	Priority 4: Developing strong partnerships that deliver for our communities.	Georgia Moss	Ongoing	Mult agency	Swale events coordinating SAG group	Safe event activity in the borough	
Swale Cycle Recycle	Bike and scooter recycling scheme	Priority 4: Developing strong partnerships that deliver for our communities.	Samuel Brookfield/Michelle Anderson	Continual	HMP Swaleside, Canterbury Bike Project, various community groups/charities	Ongoing	Increased active travel levels	
Green Grid Community Forum	A forum of community groups, charities, town and parish PCs, and residents that coordinates work in the local environment.	Priority 4: Developing strong partnerships that deliver for our communities.	Samuel Brookfield	Ongoing	Includes Faversham Town Council, Raybel Charters, Kent Wildlife Trust, Natural England, Brogdale CIC, Birdwise, Southern Housing, Children and Families, Elvis and Kresse, Diversity House, Trees for Farms, Faversham Repair Café, Sheppey Matters, Abbey Physic Garden, Lynsted Kitchen Garden,	Ongoing	Two yearly in-person meetings. Monthly newsletters containing details on events, funding, and resources.	

					National Farmers Union.			
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Housing, Health & Communities Committee	
Meeting Date	25 th March 2026
Report Title	Swale Good Causes Community Lottery Update
EMT Lead	Emma Wiggins, Director of Regeneration & Neighbourhoods
Head of Service	Charlotte Hudson, Head of Housing & Communities
Lead Officer	Sarah-Jane Radley, Community & Partnerships Manager
Classification	Open
Recommendations	1. The committee is asked to agree the proposal to delay the distribution of the Swale Community Lottery Central Fund for 1 year to allow the fund to accumulate. 2. The committee is asked to agree how members will work with the C&P Team to review and agree the allocation of the Central Fund when nearing the end of the second year of delivery.

1 Purpose of Report and Executive Summary

- 1.1 The report sets out the current revenue received to the Swale Community Lottery Central Fund pot and the suggested proposals for distribution of the fund to the community.

2 Background, Context and Proposals

- 2.1 Swale Community Lottery is a fundraising scheme that supports Good Causes in the borough. Residents can buy tickets to take part in a weekly draw held every Saturday night, with proceeds helping local organisations deliver their services and the opportunity to win prizes.
- 2.2 The Swale Community Lottery will have its first-year anniversary at the end of March 2026 where we will be holding a celebratory event, inviting Good Causes and winners to celebrate the success of the lottery.
- 2.3 A Good Cause is a not for profit, voluntary or community group (e.g., registered charities, sports clubs, schools, social enterprises).
- 2.4 Swale Community Lottery currently has 57 local organisations registered as a Good Cause who are raising funds by being listed as a good cause for people to select when they play.

- 2.5 The player of Swale Community Lottery will select which Good Cause they would like their tickets to support, or they can choose to play under the Central Fund pot. This is a generic pot that is not associated to any of the Good Causes.
- 2.6 The Central Fund has been accumulating funds since the first lottery draw was held on 29th March 2025. As of the end of January 2026 the total fund pot is £2002.80.
- 2.7 The current value of the Central Fund pot is low in value and would benefit from allowing the pot to accumulate for a further additional year. At which point it can reviewed and options to allocate the fund can be to either run a community grant scheme which would allow Good Causes to apply for the funds or equally split the pot out to all of the good causes registered.

3 Recommendations

- 3.1 The committee is asked to agree the proposal to delay the distribution of the Swale Community Lottery Central Fund for 1 year to allow the fund to accumulate.
- 3.2 The committee is asked to agree how members will work with the C&P Team to review and agree the allocation of the Central Fund when nearing the end of the second year of delivery.

4 Alternative Options Considered and Rejected

- 4.1 We considered the option to split the Central Fund evenly across the 57 Good Causes who are registered and make one single payment to them all. This would work out at a payment of £35.00 to each organisation, or open the fund to a community grant scheme, however this would be resource intensive to C&P Team as well as finance for a relatively low amount verses the administration requirements. The option to 'do nothing' is rejected as the lottery scheme is running and so requires continuation of delivery within the contractual timeframe.

5 Consultation Undertaken or Proposed

- 5.1 Consultation to be carried out with the Housing, Health & Communities committee to discuss allocation of the Central Fund pot and future engagement with members to agree future options.

6 Implications

Issue	Implications
Corporate Plan	This project supports three of the corporate plan priorities:

	Community – the lottery provides funding to local charitable organisations and small groups that enable them to deliver activities for the benefit of Swale residents. Economy – providing funding to local charitable organisations Running the Council – provides a mechanism for local charities to engage with the council and receive funding
Financial, Resource and Property	The community lottery is self-funding through the revenue of ticket sales. There is a total of £2002.80 in the Central Fund (as of the end January 2026) which is projected to be an estimated £4000 at the end of year 2, providing the ticket sales are consistent at the level they are currently. The officer cost per transaction to deliver individual payments is estimated to be £25 per transaction, which equates to £1425 to deliver 57 payments. Delivery of the scheme is resourced by the C&P Team and the Policy & Communications who deliver regular comms for the scheme.
Legal, Statutory and Procurement	None identified at this stage
Crime and Disorder	None identified at this stage
Environment and Climate/Ecological Emergency	None identified at this stage
Health and Wellbeing	None identified at this stage
Safeguarding of Children, Young People and Vulnerable Adults	None identified at this stage
Risk Management and Health and Safety	There is a reputational risk to the council if we do not deliver a fair and transparent allocation of the Central Fund – this is negated by the options laid out in this report.
Equality and Diversity	None identified at this stage
Privacy and Data Protection	None identified at this stage

Local Government Reorganisation	The scheme is contracted by Swale Borough Council – this will be reviewed at the appropriate time.
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7 Appendices

- 7.1 The following documents are to be published with this report and form part of the report:
- Appendix I: N/A

8 Background Papers

[Agenda for Housing, Health and Communities Committee on Tuesday, 28 October 2025, 7.00 pm](#) – previous community lottery update

Meeting- Housing & Health Committee	
Meeting Date	25 th March 2026
Report Title	Adoption of Revised PSH Enforcement Policies
Lead Committee Chair	Cllr Hannah Perkin, Chair of Housing and Health Committee
Head of Service	Charlotte Hudson – Head of Housing and Communities
Lead Officer	San Nyunt – Housing Standards & Assistance Manager
Classification	Open
Recommendations	1. Approve the adoption of the revised Private Sector Housing Enforcement Policy. 2. Approve the adoption of the revised Civil Penalties Policy. 3. Note that both revised policies bring the Council into full alignment with the Renters' Rights Act 2025 and the ACEHO national enforcement model.

1 Purpose of Report and Executive Summary

- 1.1 This report seeks Housing Committee approval to adopt revised versions of the Council's Private Sector Housing Enforcement Policy and Civil Penalties Policy. The revisions ensure full compliance with the Renters' Rights Act 2025, strengthen the Council's regulatory approach, and embed the ACEHO national enforcement model being adopted across England.
- 1.2 The updated policies improve regulatory clarity, modernise enforcement powers, and provide a consistent, proportionate, and intelligence-led approach to enforcement within the private rented sector.

2 Background, Context and Proposals

2.1 Legislative context

The **Renters' Rights Act 2025** places expanded legal duties on local authorities, including a statutory duty to enforce a wide range of "Landlord Legislation" linked to tenancy management, eviction practices, safety standards, and information requirements. The Act also introduces a requirement for Councils to report enforcement activity to the Secretary of State.

In response, the Council has reviewed its enforcement framework to ensure consistency with the Act and its associated statutory guidance.

2.2 Adoption of the ACEHO national model

The revised policies adopt the Association of Chief Environmental Health Officers (ACEHO) national model, which promotes:

- a consistent and standardised approach across all English authorities
- proportionate, risk-based decision making
- clearer thresholds for informal and formal enforcement
- transparent civil penalty criteria
- transparent charges for production of legal notices
- improved consistency for landlords, agents and tenants

This alignment strengthens the Council's position as a modern and nationally-consistent regulator.

2.3 Key changes to the Enforcement Policy

The Enforcement Policy now incorporates:

- enhanced investigatory powers under the Renters' Rights Act 2025
- powers to obtain information, enter premises and gather evidence
- updated procedures for Improvement Notices, Prohibition Orders, Emergency Remedial Action, Rent Repayment Orders and licensing enforcement
- expanded offence categories including unlawful rent bidding, discriminatory letting practices, misuse of possession grounds, and failures to issue mandatory tenancy information

The policy also clarifies when the Council will move directly to formal enforcement, especially in cases of serious hazards, HMO breaches or clear contraventions of the Act.

2.4 Key changes to the Civil Penalties Policy

The Civil Penalties Policy now reflects:

- the new civil penalty regime under the Renters' Rights Act 2025
- penalties up to £7,000 for most offences and up to £40,000 for more serious breaches
- a revised assessment matrix considering harm, culpability, landlord experience and portfolio size
- strengthened financial evidence requirements where hardship is claimed
- continued provision of a 15% prompt payment discount

The policy provides clearer guidance on notices of intent, final notices and appeals.

3 Recommendations

It is proposed that the Housing Committee formally adopts:

1. the Revised Private Sector Housing Enforcement Policy
2. the Revised Civil Penalties Policy

4 Alternative Options Considered and Rejected

4.1 Do nothing

This option was rejected. Retaining outdated policies would leave the Council non-compliant with the Renters' Rights Act 2025, expose the Council to legal and regulatory risk, and weaken its ability to enforce effectively.

4.2 Maintain current enforcement approach without ACEHO alignment

Rejected. Not adopting the ACEHO model would result in inconsistency with national practice and lead to variation across authorities. The existing policies are not fit for purpose under Renters' Rights Act.

4.3 Develop an entirely bespoke local model

Rejected due to inefficiency, duplication of national work, and the risk of divergence from statutory guidance.

5 Consultation Undertaken or Proposed

5.1 This Internal consultation included:

- Housing Standards & Assistance Team
- Housing Management & Housing Options
- Legal Services
- Finance
- Planning
- Environmental Response Team

External consultation was not required, as these are regulatory enforcement policies reflecting statutory duties.

6 Implications

Issue	Implications
Corporate Plan	The revised policies support objectives around improving housing standards, safeguarding vulnerable residents, and ensuring fair and transparent enforcement.
Financial, Resource and Property	The revised policies may increase income from civil penalties, but they are not intended to generate profit. Their purpose is to serve as a deterrent, strengthen cost recovery for enforcement activity and ensure that resources are in place to meet our statutory duties. This also includes increased responsibilities around investigation, compliance, enforcement, and tenant protection. To deliver this effectively, a new permanent full-time Tenancy Relations and Enforcement Officer is required to work across both the Housing Enforcement Team and the Housing Options Team. The government has provided limited burden funding for three years (£41,937 in 2025/26; £76,951 in 2026/27; and £36,185 in 2027/28). While helpful, this funding is limited and will only cover

	the post for approximately two years. Additional financial support will be needed to sustain the role in the longer term. We currently have two apprentices on fixed-term contracts to support the transition and provide longer-term resilience. During implementation, we will assess the financial position and review our existing staffing resources to determine whether further capacity is needed.
Legal, Statutory and Procurement	The revisions ensure compliance with the Renters' Rights Act 2025, Housing Act 2004, and associated statutory guidance. Legal Services have reviewed the changes.
Crime and Disorder	Clearer enforcement powers support tackling unlawful eviction, harassment and unsafe housing conditions.
Environment and Climate/Ecological Emergency	No direct environmental impacts, though improved property standards contribute indirectly to reduced energy inefficiency.
Health and Wellbeing	Improving housing conditions and enforcement of safety reduces risks of harm, injury, damp and mould-related illness, and contributes positively to residents' wellbeing.
Safeguarding of Children, Young People and Vulnerable Adults	Stronger enforcement protects vulnerable tenants, including children, older people and those with disabilities or health needs.
Risk Management and Health and Safety	The strengthened framework mitigates risk of legal challenge and improves regulatory transparency.
Equality and Diversity	No negative impact identified. The policy explicitly prohibits discriminatory letting practices covered by the Act.
Privacy and Data Protection	Personal data will continue to be managed in line with UK GDPR. Investigatory powers are used proportionately.
Local Government Reorganisation	No direct implications at this stage.

7 Appendices

7.1 The following documents are to be published with this report and form part of the report:

- Appendix 1: Draft Housing Enforcement Policy
- Appendix 2: Draft Civil Penalties Policy
- Appendix 3: Key Changes With Adopted Housing Enforcement Policy
- Appendix 4: Key Changes With Adopted Civil Penalties Policy

8 Background Papers

Association of Chief Environmental Health Officers (ACEHO) national model policies for Housing Enforcement and Civil Penalties.

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Swale Borough Council

Housing Authority Enforcement Policy

(Swale Borough Council Corporate Logo – placeholder for official Swale Borough Council logo)

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1.0 Introduction

This policy shall be read in conjunction with the Swale Borough Council [overarching corporate enforcement policy](#).

This policy sets out **Swale Borough Council's** (hereafter "the Council") principles for enforcing and executing its duties as a housing authority under relevant legislation. **Section 3 of the Housing Act 2004** places a duty on councils to keep housing conditions in their district under review with a view to identifying any action that may need to be taken by them. **Section 107 of the Renters' Rights Act 2025** imposes a duty on the Council to enforce the "Landlord Legislation," which comprises:

- **Chapters 3 and 6 of Part 1 of the Renters' Rights Act 2025**
- **Part 2 of the Renters' Rights Act 2025**
- **Sections 1 and 1A of the Protection from Eviction Act 1977** (as amended)
- **Chapter 1 of Part 1 of the Housing Act 1988**

Section 110 of the Renters' Rights Act 2025 further requires the Council to report to the Secretary of State on the exercise of its functions under the Landlord Legislation. In this policy, the term "landlord" is used broadly to include **letting agents, managing agents, licensors, property owners, directors of corporate landlords, or any other person involved in the letting or management of privately rented accommodation**. The terms "House in Multiple Occupation" (HMO) or "House of Multiple Occupation" are as defined in the Housing Act 2004.

2.0 Aims of the Policy

The purpose of this enforcement policy is to provide guidance for the Council's housing officers to ensure that enforcement action is taken in line with the provisions of the Renters' Rights Act 2025 and any associated **mandatory guidance** to local authorities. The Renters' Rights Act 2025 and related **Landlord Legislation** (as defined by Section 107 of that Act) are not subject to the **Regulators' Code** (they fall outside its scope). Part 1 of the Housing Act 2004 is also outside the scope of the Regulators' Code. Notwithstanding this, the following legislation (and its enforcement) **does** fall within the **Legislative and Regulatory Reform (Regulatory Functions) Order 2007** and thus within the scope of the **Regulators' Code** and the **principles of good regulation**:

- Parts 8, 9 and 10 of the Housing Act 1985
- Part 8 of the Housing Act 1996
- Parts 2 to 5 of the Housing Act 2004

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

All enforcement action will be taken **in accordance with relevant statutory Codes of Practice**, the Council's internal procedures and protocols, and official guidance from central government and relevant local government bodies. As a public authority under the **Human Rights Act 1998**, the Council will also apply the principles of the **European Convention on Human Rights** in all enforcement actions.

3.0 Approach to Enforcement

The Council's overarching approach to housing enforcement is to support responsible landlords in raising housing standards, while ensuring compliance with housing laws and regulations. The Council expects all landlords to have a good understanding of the housing standards and management obligations that apply to privately rented accommodation.

Section 5 of the Housing Act 2004 places a duty on councils to **take appropriate enforcement action where a Category 1 hazard exists** in a residential property. **Section 7 of the Housing Act 2004** grants councils a discretionary power (which the Council will usually exercise) to take action where a Category 2 hazard exists. In general, the Council will consider taking action for Category 2 hazards, especially where they pose a significant risk to occupants' health or safety.

Council officers may identify the need to take enforcement action through various avenues, including but not limited to: proactive inspections of properties (such as through licensing regimes), **tenant complaints or requests for assistance**, and referrals from other public agencies or partner organisations. All investigations will be carried out in accordance with relevant statutory requirements. The Council has established **appropriate governance and oversight** to ensure actions are taken consistently and in line with legal powers and Council policies.

The Council may, in some circumstances, decide to begin enforcement with **formal action** immediately, rather than attempting informal measures first. In determining whether to proceed directly to formal enforcement, the Council will consider the specific circumstances of the case. Relevant factors include, but are not limited to:

- A **serious risk to public health or safety**.
- A **blatant or deliberate contravention of the law** by a landlord or agent.
- A **history of non-compliance** with housing standards or previous enforcement actions.

In particular, the Council will **usually proceed with formal action at the first instance** in cases such as:

- Non-compliance with **previous formal or informal action** (i.e. failing to heed earlier warnings or remedial notices).
- Offences related to the **licensing of Houses in Multiple Occupation (HMOs)** (e.g. operating an unlicensed HMO or breaching HMO licence conditions).

- Any **breach of the Landlord Legislation** (as defined above under the Renters' Rights Act 2025).

Outside of these circumstances, the Council may still choose to start with formal enforcement if deemed necessary. Each case will be evaluated on its own merits.

4.0 Investigatory Powers

In addition to the Council's informal and formal enforcement powers (discussed later in this policy), there are various **investigatory powers** granted by law for the collection of information and for entering premises. These powers include, but are not limited to, the following:

4.1 Power to Investigate

Section 114 of the Renters' Rights Act 2025 gives the Council the power to issue a notice to a relevant person requiring them to provide specified information to the Council. Such a notice may be served on **any person with an estate or interest in the land, a licensor, their agent, or a property marketer**. This power can be used to gather information related to suspected offences under the following legislation:

- **Sections 1 and 1A of the Protection from Eviction Act 1977** (unlawful eviction and harassment of tenants).
- **Chapter 1 of Part 1 of the Housing Act 1988** (relating to assured tenancies and possession).
- **Section 83(1) or 84(1) of the Enterprise and Regulatory Reform Act 2013** (letting agent transparency requirements).
- **Sections 21 to 23 of the Housing and Planning Act 2016** (banning orders and rogue landlord database).
- **Chapter 3 of Part 1 and Part 2 of the Renters' Rights Act 2025** (various provisions of the upcoming tenancy reforms).

Section 115 of the Renters' Rights Act 2025 permits the Council, when it reasonably suspects a breach of the **"Rented Accommodation Legislation,"** to issue a notice to any person requiring them to provide information specified in the notice. This power may only be used to investigate whether a breach of the Rented Accommodation Legislation has occurred, or to determine the appropriate amount of a financial penalty. For the purposes of Section 115, **"Rented Accommodation Legislation"** includes:

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

If an individual fails to comply with a **Section 115 notice**, **Section 116 of the Renters' Rights Act 2025** enables the Council to apply to the Court to enforce the notice and to seek reimbursement for the costs associated with making the application.

Section 131 of the Renters' Rights Act 2025 provides that, in addition to the offence of non-compliance with a Section 114 notice (as noted above), it is an offence for an individual to **obstruct a Council officer** who is exercising investigatory powers without reasonable excuse. It is also an offence for a person, without reasonable excuse, to fail to give a Council officer **any additional assistance or information** that the officer reasonably requires for their investigation.

Section 235 of the Housing Act 2004 allows the Council to issue a notice to relevant individuals (including property owners or occupiers) directing them to produce **documents under their control**. This power may be used for the purpose of investigating whether an offence has been committed under Parts 1 to 4 of the Housing Act 2004 or for carrying out the Council's functions under those Parts of the 2004 Act.

Section 16 of the Local Government (Miscellaneous Provisions) Act 1976 permits the Council to issue a notice to an occupier, manager, or person with an interest in land, requiring them to provide information on the nature of their interest in the property and the names and addresses of other individuals with an interest in the property or who are occupying the premises.

4.2 Entry to Premises

Section 118 of the Renters' Rights Act 2025 authorises Council officers to **enter business premises** of relevant persons (including landlords, letting agents, and property marketers) without a warrant if entry is necessary for the purpose of **producing or seizing documents** under Sections 122–123 of the Renters' Rights Act 2025.

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

- Access to the premises has been or is likely to be **refused**, and the Council has given notice to the occupier of its intention to apply for a warrant.
- If advance notice were given, the **documents would likely be concealed, removed, or tampered with**.
- No occupier is present at the premises, and waiting for their return would likely **frustrate the purpose of the entry**.

Following an entry under **Section 118 or Section 121 of the Renters' Rights Act 2025**, **Section 122** allows an authorised officer, at any reasonable time, to require any **relevant**

person on the premises to produce documents relating to the rental business and to take copies of them. This power is only to be exercised to ascertain whether there has been a breach of the Rented Accommodation Legislation (when an officer reasonably suspects such a breach or offence), or to determine whether the documents may be required as evidence in proceedings for such a breach or offence.

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

Section 126 of the Renters' Rights Act 2025 permits the Council to enter *residential premises* (i.e. premises subject to a residential tenancy) at a reasonable time if an authorised officer considers it necessary as part of an investigation into certain specified offences (per Section 126(1)(b) of the Act). Where required, the Council will give at least **24 hours' notice** to the occupier and any person with an interest in the property (as per Section 126(1)(c)), detailing in writing why entry is necessary and the suspected offences. If occupiers are present at the time of entry, officers will provide appropriate identification and proof of their authority to enter, where reasonably practicable.

Section 239 of the Housing Act 2004 permits Council officers, at a reasonable time, to **enter a property** to carry out a survey or examination. This power may be exercised if any one of the following conditions is met:

- To determine if any of the Council's enforcement functions under Parts 1–4 of the Housing Act 2004 **should be exercised** in respect of the premises.
- If the premises are subject to an **Improvement Notice** or **Prohibition Order** under the Housing Act 2004 (to assess compliance or effectiveness).
- If a **management order** is in force under Chapter 1 or 2 of Part 4 of the Housing Act 2004 (to assess compliance or for any purpose under those chapters).
- In certain circumstances, the Council may apply to a magistrates' court for a **warrant under Section 240 of the Housing Act 2004** to enter a premises, using force if necessary (for example, when entry has been, or is expected to be, refused and access is necessary).

5.0 Informal Action

The Council may, in appropriate circumstances, initially take **informal action** to secure compliance. Informal action typically involves giving **verbal or written advice** or warnings to the landlord or responsible person without immediately resorting to legal orders or penalties.

In some cases, Council officers may make an **initial visit** to a property, for example when a complaint or other information suggests an immediate investigation is warranted. If, during this initial visit, only very **minor deficiencies** are identified, the officer may provide advice or a simple warning (either verbal or written) outlining the issues and what actions are needed. When giving written advice, the Council will usually include **reasonable timeframes** for the landlord or responsible party to undertake any required works or actions.

It should be noted that while the Council will use its discretion in deciding whether to start with informal action, **there is no obligation to issue informal advice or warnings before proceeding to formal action**, especially in cases involving serious hazards or offences. In particular, the Council does **not** need to provide prior informal advice for Category 2 hazards before taking formal action, if it judges that formal measures are more appropriate.

6.0 Formal Action

If the Council determines that formal action is necessary or more appropriate (for example, due to the severity of the issue or a history of non-compliance), a range of **formal enforcement options** is available. These include:

The Council may serve statutory notices or orders under Part 1 of the Housing Act 2004 to address identified Category 1 or Category 2 hazards in a residential property. Specifically:

- **Improvement Notice (Housing Act 2004, Sections 11–12):** This notice requires the recipient (usually the landlord or responsible party) to undertake specified remedial works to eliminate or reduce Category 1 hazards (and certain Category 2 hazards) within a given timeframe. The nature and urgency of the required works, as well as the deadline for completion, will be determined by the Council based on the seriousness of the hazard.
- **Prohibition Order (Housing Act 2004, Sections 20–21):** This order prohibits the use of all or part of a dwelling, or restricts the number of occupants, where either a Category 1 or a serious Category 2 hazard exists. The prohibition takes effect within a specified time frame (or immediately in some cases, as described below) and remains in force until the Council is satisfied the hazard is removed or reduced to an acceptable level.
- **Hazard Awareness Notice (Housing Act 2004, Sections 28–29):** This notice serves to formally notify the property owner and occupants of the existence of specified Category 1 or Category 2 hazards at the property. It **does not require any remedial action**; its purpose is to make those concerned aware of the problem. Because a Hazard Awareness Notice does not compel any work or reduce risk within a set time, the Council will generally **not use this as the primary action** if there are significant hazards requiring timely remediation—particularly for Category 1 hazards.
- **Emergency Remedial Action (Housing Act 2004, Section 40):** In cases of **imminent risk of serious harm** (typically Category 1 hazards posing an immediate danger to occupants or others), the Council has the power to carry out emergency remedial

works without prior notice. This step is considered exceptional and is taken only when necessary to remove an imminent risk. The Council can recover the costs incurred for such emergency work from the relevant person (usually the landlord).

- **Emergency Prohibition Order (Housing Act 2004, Section 43):** Where there is an **imminent risk of serious harm** to occupants or others due to a hazard (typically a Category 1 hazard), the Council may issue an Emergency Prohibition Order, which takes effect immediately to prohibit the use of all or part of a dwelling (for example, declaring a property or part of it immediately unsafe for habitation). This is an emergency measure to protect occupants or the public.
- **Suspension of Notices or Orders:** The Council has discretion, under certain circumstances, to **suspend an Improvement Notice or a Prohibition Order** (Housing Act 2004 provisions for suspended notices). Suspension may be considered, for example, to accommodate the needs of current occupants or to allow a landlord additional time to comply without vacating tenants, but only when such a suspension does not pose undue risk to occupant safety. The decision to suspend enforcement action will be made on a case-by-case basis.
- **Demolition or Clearance:** In extreme cases, demolition of a dwelling or clearance of an area (under Part 9 of the Housing Act 1985 or other applicable legislation) may be considered to deal with Category 1 or severe Category 2 hazards that cannot otherwise be remedied. Such actions would typically require additional procedures (e.g. Clearance Area declarations or Demolition Orders) and relevant approvals.

Non-compliance with formal notices is taken very seriously:

- **Failure to comply with an Improvement Notice (Housing Act 2004, Section 30)** is a criminal offence. The Council will usually follow such a failure with prosecution and/or the imposition of a civil financial penalty (see below).
- **Failure to comply with a Prohibition Order (Housing Act 2004, Section 32)** is a criminal offence and will typically also be followed by prosecution.

In addition to notices requiring remedial works, the Council may issue other types of formal notices or orders addressing various issues. These can include (but are not limited to): notices to **require information** (such as those under Section 235 of the Housing Act 2004 or Section 16 of the Local Government (Miscellaneous Provisions) Act 1976, as described above), **notices related to overcrowding** (such as Overcrowding Notices under the Housing Act 2004), and others.

6.1 Work in Default

In cases where a recipient of a statutory notice fails to carry out **required works** by the compliance date, the Council has the power (in certain circumstances) to **undertake the works in default**. This means the Council may step in to complete the works itself (or through contractors) and then seek to recover the full cost of the works, along with any associated administrative costs and fees, from the responsible person (usually the landlord).

The use of works in default is at the Council's **discretion** and there is **no duty** on the Council to undertake such works. The Council will decide whether to proceed with work in default on a case-by-case basis, potentially in addition to or instead of other enforcement action (such as prosecution or civil penalties for the non-compliance).

6.2 Emergency or Suspended Enforcement Action

As noted above, if a Category 1 hazard is present and poses an imminent risk of serious harm, the Council can employ **emergency measures**: issuing an **Emergency Prohibition Order** (Section 43, Housing Act 2004) to immediately prohibit use of all or part of a dwelling, and/or taking **Emergency Remedial Action** (Section 40, Housing Act 2004) without prior notice to remedy the hazard. When the Council takes Emergency Remedial Action, it will seek to recover any costs incurred, including administrative costs, from the landlord.

The Council also has discretion to **suspend enforcement action** (as mentioned above under Part 1 of the Housing Act 2004) in situations where a notice (Improvement Notice or Prohibition Order) has been served. Suspension might be used to minimize hardship or disruption to occupants, for example to align required works with an occupant's planned absence. However, suspending enforcement will only be considered if it does not put occupants or others at risk, and will typically involve specific conditions and a timeline for compliance.

6.3 HMO Licence Conditions

The Council may impose specific **conditions on licences for Houses in Multiple Occupation (HMOs)** to require works or actions that ensure properties meet certain standards (for example, installing additional amenities or safety measures, or complying with HMO Management Regulations). In general, however, local authorities are encouraged to address **Category 1 and Category 2 hazards via Part 1 of the Housing Act 2004 (Housing Health and Safety Rating System)** rather than solely through licence conditions. This is because Part 1 enforcement is usually more effective at reducing hazards in a timely manner. That said, the Council may still include reasonable and necessary licence conditions (for example, requiring installation or maintenance of particular safety facilities or equipment) even if the same outcome could be achieved under Part 1 powers.

Failure to comply with an HMO licence condition is a criminal offence and may lead to prosecution or the imposition of a civil financial penalty, as appropriate.

6.4 Other Legislative Alternatives

Where appropriate, the Council may consider using **other legislative powers** to remedy problems that lead to **Category 2 hazards**, if those powers are considered a more effective or appropriate enforcement approach in the circumstances. For example, issues might also be addressed under environmental health, building safety, or public health legislation, depending on their nature. The Council will choose the most relevant and effective enforcement tool available to address a given concern.

6.5 Prosecution

In some cases where a criminal offence has been committed under housing-related legislation, the **Council may pursue a prosecution**. However, if a **civil financial penalty** is available as an **alternative to prosecution** (as is the case for certain housing offences under the Housing Act 2004 and other legislation), the Council will generally reserve traditional prosecution for the more **serious cases**.

The decision to prosecute will depend on the **evidence available** and an assessment of the **public interest** factors, in line with the guidance provided by the Crown Prosecution Service (**the Code for Crown Prosecutors**). The Council will only commence a prosecution if there is sufficient evidence to provide a realistic prospect of conviction and if prosecution is in the public interest, taking into account factors such as the severity of the offence, the harm caused, and the culpability of the offender.

In many instances where an offence is committed by a corporate entity (such as a company), legislation allows the Council to hold **directors, managers, or other officers of the company** to account in addition to, or instead of, prosecuting the corporate body itself. The Council will assess each case individually to determine whether it is appropriate to take enforcement action against **individual officers** of a company as well as (or in place of) the company.

6.6 Civil Financial Penalties for Specified Offences

For certain housing-related offences, the law permits the Council to impose a **civil financial penalty** (as an alternative to prosecution). This section of the policy outlines the Council's use of civil penalties for specified offences in the housing sector.

The Council is empowered to impose a **civil financial penalty** (a monetary penalty) of up to £30,000 as an alternative to prosecution for the following offences under housing legislation:

- **Unlawful eviction or harassment of an occupier** (as defined by the Protection from Eviction Act 1977).
- **Failure to comply with an Improvement Notice** (*Housing Act 2004*, Section 30).
- **Offences in relation to licensing of Houses in Multiple Occupation (HMOs)** (*Housing Act 2004*, Section 72).
- **Offences in relation to the selective licensing of houses** (under *Housing Act 2004*, Section 95).
- **Failure to comply with an Overcrowding Notice** (*Housing Act 2004*, Section 139).
- **Failure to comply with HMO management regulations** (*Housing Act 2004*, Section 234 – offences under the Management of Houses in Multiple Occupation (England) Regulations).

- **Offences under Regulation 3 of the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020** (failure to comply with electrical safety duties in privately rented homes).
- **Failure to comply with a banning order** (*Housing and Planning Act 2016*, Section 21).
- **Failure to provide a written tenancy terms statement** (failure to give a tenant a written statement of terms, *Housing Act 1988*, Section 16D).
- **Failure to provide an existing tenant with information on relevant tenancy law changes** (failure to inform a tenant of changes made by the Renters' Rights Act 2025, per *Renters' Rights Act 2025*, Schedule 6, Paragraph 7(2)).
- **Attempting to let a property on a fixed-term contract exceeding the prescribed limits** (*Housing Act 1988*, Section 16E).
- **Attempting to end a tenancy orally or by an unlawful notice** (i.e. not using the proper legal procedures, under *Housing Act 1988*, Section 16E).
- **Serving an illegal eviction notice outside the prescribed Section 8 process** (*Housing Act 1988*, Section 16E).
- **Relying on a possession ground without reasonable prospect of success** (where the person does not reasonably believe the landlord could obtain possession on that ground, under *Housing Act 1988*, Section 16E).
- **Knowingly or recklessly providing false grounds for possession** (knowing the landlord would not be able to obtain possession, or being reckless as to this, under *Housing Act 1988*, Section 16J).
- **Failing to give prior notice to a tenant when required for use of certain possession grounds** (under *Housing Act 1988*, Section 16E).
- **Re-letting or re-marketing a property within 12 months of using certain grounds for possession** (specifically, re-letting after claiming a need to move in or sell, contrary to the 12-month no-let period under *Housing Act 1988*, Sections 16E and 16J).
- **Discriminating against prospective tenants on benefits or with children** (during the letting process, on the basis of receipt of benefits or presence of children, under *Renters' Rights Act 2025*, Sections 33 and 34).
- **"Rent bidding" offences – e.g. advertising a rental property without listing a rent, or encouraging offers of rent above a stated amount** (offences under *Renters' Rights Act 2025*, Section 56, which prohibits inviting or accepting bids over an advertised rent).

The Council's separate **Civil Financial Penalties Policy** provides detailed guidance on the use of civil penalties for these offences, including how penalty amounts are determined. This Enforcement Policy should therefore be read in conjunction with the Council's Civil Financial Penalties Policy, as the latter is a standalone document detailing the principles and process for imposing civil penalties.

6.7 Rent Repayment Orders

Part 2, Chapter 4 of the Housing and Planning Act 2016 empowers the Council to apply to the First-tier Tribunal (Property Chamber) for a **Rent Repayment Order (RRO)**. An RRO can require a landlord to repay a specified amount of rent, usually to either the tenant(s) or to the Council (if rent was paid through Housing Benefit or the housing element of Universal Credit), when the landlord has committed certain offences. **Section 48 of the Housing and Planning Act 2016** places a duty on the Council to consider applying for a Rent Repayment Order in cases where a landlord has committed a qualifying offence.

If a landlord has been convicted of a relevant offence, or has received a civil financial penalty for the offence, the Tribunal must order the **maximum amount of rent** (usually 12 months' rent) to be repaid, except in exceptional circumstances where a lower amount may be deemed appropriate. This power will be considered in response to all qualifying offences, provided there is sufficient evidence to support a successful application to the Tribunal.

The **qualifying offences** for which the Council will consider seeking a Rent Repayment Order include:

- **Unlawful eviction or harassment of occupiers** (as defined in the Protection from Eviction Act 1977).
- **Failure to comply with an Improvement Notice** (*Housing Act 2004*, Section 30(1)).
- **Offences in relation to *unlicensed* HMOs** (*Housing Act 2004*, Section 72(1)).
- **Offences in relation to *unlicensed* houses** (*Housing Act 2004*, Section 95(1)).
- **Failure to comply with an Improvement Notice** (*repeat offence*, second or subsequent occurrence under *Housing Act 2004*, Section 30(1)).
- **Failure to comply with a Prohibition Order** (*Housing Act 2004*, Section 32(1)).
- **Breach of a banning order** (*Housing and Planning Act 2016*, Section 21).
- **Using violence to secure entry** (to a property, *Criminal Law Act 1977*, Section 6(1)).
- **Knowingly or recklessly providing false or misleading information in relation to a possession ground** (*Housing Act 1988*, Section 16J(1)).
- **Letting or marketing a property within 12 months of using the "moving in" or "selling" ground for eviction** (*Housing Act 1988*, Section 16J(2)).
- **Continuous breach of certain tenancy reform requirements** (*Housing Act 1988*, Section 16J(3)).

Note: The above is a summary of the offences that can lead to a Rent Repayment Order. In many cases, these overlap with the offences for which civil penalties or prosecutions may be pursued. The Council may seek an RRO **in addition to other enforcement actions** (for example, after a successful prosecution or imposition of a civil penalty) particularly where public funds (e.g. housing benefit or Universal Credit) have been paid in respect of the tenancy in question and the landlord's offence is one of the above qualifying offences.

Section 49 of the Housing and Planning Act 2016 additionally allows the Council to assist tenants in applying for Rent Repayment Orders. In practice, the Council will usually assist tenants by referring them to, or advising them to seek help from, appropriate organisations (for example, specialist housing advisors or charities) that can support tenants through the RRO application process.

6.8 Banning Orders

Part 2, Chapter 2 of the Housing and Planning Act 2016 allows the Council to apply to the First-tier Tribunal for a **Banning Order** against a landlord or property agent who has been **convicted of one or more *banning order offences***. A Banning Order, once granted by the Tribunal, would prohibit the person from:

- **Letting housing** in England (entirely).
- **Engaging in letting agency work** in England.
- **Engaging in property management work** in England.
- Doing **two or more** of the above.

The Council will **consider applying for a Banning Order** in cases involving the most **serious offenders**. In determining whether to seek a Banning Order, the Council will take into account a range of factors, including: the severity and nature of the offence(s) committed; whether the landlord or agent has any history of prior offences or non-compliance (including whether they have been previously fined via civil penalties for any banning order offences); and the **overall harm or potential harm to tenants**. Other relevant considerations may include (but are not limited to):

- The actual or potential **harm caused to tenants** by the offender's actions (such as physical harm, financial loss, or severe distress).
- The need to **penalize the offender** for wrongdoing.
- The need to **deter the offender from repeating the offence**.
- The need to **deter others** from committing similar offences (i.e. the wider deterrent effect of a Banning Order in the private rental sector).

If a Banning Order is made, the individual is added to the **national database of rogue landlords and property agents** for the duration of the ban. The Council will adhere to any guidance on the use of Banning Orders and will follow legal procedures, including issuing a **notice of intent and a decision notice** as required by law when pursuing a Banning Order.

7.0 Costs and Charges

The Council incurs costs in carrying out its regulatory functions. Where legislation allows, the Council will seek to recover **reasonable costs and expenses** associated with its enforcement, licensing, and other regulatory activities. These costs may include, but are not limited to: costs arising from property inspections, investigations, evidence gathering, preparing and serving notices and other statutory documents, follow-up inspections or monitoring, and undertaking works in default or other interventions.

The Council may use all **available legal methods** to recover such costs. This can include, for example, initiating civil debt recovery action, placing **charges on properties** (e.g. placing a local land charge against the property so that costs are recouped upon sale), or other enforcement actions permitted by law to secure repayment. Where legally permitted, the Council may also apply **interest to outstanding debts** related to enforcement costs until such debts are paid in full.

8.0 Other Legislative Alternatives

The Council may also utilise and enforce **other relevant legislation** to address housing-related health, safety, and welfare issues that fall outside the scope of the Housing Act 2004. These additional powers, often exercised by the Council's Environmental Health and Private Sector Housing teams, complement the Housing Act provisions and enable a comprehensive response to substandard housing conditions. Such legislation includes the **Environmental Protection Act 1990** (for dealing with statutory nuisances such as premises in a condition that is prejudicial to health or a nuisance, smoke, fumes, accumulations of refuse, noise, etc.), the **Building Act 1984** (for remedying defective premises, dangerous or dilapidated buildings, and drainage defects), the **Public Health Act 1936** (for cleansing of filthy or verminous premises and addressing certain public health nuisances), the **Prevention of Damage by Pests Act 1949** (for control of rats, mice and other pests), as well as any **other relevant public health or environmental legislation**. The Council's officers will choose the most appropriate legal framework to resolve each issue in the interests of protecting public health and tenant safety, and will use these powers in conjunction with housing legislation as needed.

9.0 Complaints

Anyone who is directly affected by the Council's actions or decisions under this policy may make a complaint to the Council. Complaints or general enquiries related to this policy or the Council's housing enforcement actions can be made by email at housingadmin@swale.gov.uk or by post to: Housing Standards and Assistance, Swale Borough Council, Swale House, East Street, Sittingbourne, Kent, ME10 3HT.

Please note the following in relation to complaints:

- **Ongoing Legal Action:** A service user (e.g. a landlord or tenant affected by enforcement action) may still lodge a complaint even if the Council has already initiated legal proceedings (such as issuing a notice or beginning a prosecution). However, the act of making a complaint will **not halt or delay legal action**. Enforcement and legal timescales (for example, compliance periods on a notice or court dates for a prosecution) will continue unless and until the Council determines that suspension or another remedy is appropriate.
- **Statutory Appeals:** If a statutory notice or order has been served (for example, an Improvement Notice, Prohibition Order, civil penalty notice, etc.), making a complaint to the Council **does not replace or extend the legal right to appeal** that

notice or order. Any appeal against a notice or order must be made through the proper legal channels (such as the Residential Property Tribunal/First-tier Tribunal, where relevant) within the time frames specified in the notice or related legislation. Lodging a complaint with the Council will **not grant additional time** to comply with requirements of a notice or to lodge an appeal.

- **Disagreement with Notices:** If a recipient disagrees with the serving of a statutory notice or order, they should refer to the **appeal information provided with that notice or order** and follow the prescribed appeal process, if one exists, rather than (or in addition to) using the Council's complaint process. The notes accompanying the notice or order will typically outline any available appeal rights and the procedure to follow.

The Council will address all complaints in line with its corporate **Complaints Policy**. This ensures that complaints are dealt with fairly and promptly, and that, where necessary, any lessons learned are incorporated into service improvements. Complaints about the content of this Enforcement Policy, or the conduct of officers under this policy, will be recorded and handled in accordance with our standard procedures.

10.0 Review of the Policy

This Policy will be subject to review and amended to reflect any change in legislation, corporate policy or official guidance. Any amendment shall be in line with meeting the requirements of the legislation and the public interest. Any minor changes to this Policy, being those that are required by amendments to legislation or typographical amendments, are authorised to be made by the Head of Housing and Community Services.

Appendix 1 – Statement of Principles: Smoke & Carbon Monoxide Alarm Regulations (2015, as amended 2022)

This section outlines the legal duties of landlords to install and maintain smoke and carbon monoxide (CO) alarms in rented properties and explains Swale Borough Council's approach to enforcement. Under Section 13 of the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 (as amended in 2022), the Council must publish these principles, which guide how it determines financial penalties (up to £5,000 per breach) for landlords who fail to comply with the alarm requirements.

Landlord Duties under the Regulations

Landlords must ensure:

- **Smoke Alarms:** A working smoke alarm is installed on every storey of a rental property that is used wholly or partly as living accommodation.
- **Carbon Monoxide Alarms:** A working CO alarm is installed in any room used as living accommodation where there is a fixed combustion appliance (e.g. a solid-fuel fire, wood burner, or boiler – *gas cookers are exempt*).

- **Initial Alarm Checks:** All required alarms are tested on the first day of each new tenancy to confirm they are in proper working order.
- **Repair/Replacement of Alarms:** Since 1 October 2022, if a tenant (or their representative) reports that a required smoke or CO alarm isn't working, the landlord must repair or replace that alarm as soon as reasonably practicable.

Note: "Living accommodation" includes any room used wholly or partly as living space – for example, bedrooms, lounges, dining rooms, kitchens, or bathrooms (including any room used for sleeping).

Enforcement Procedures for Non-Compliance

Remedial Notice (Regulation 5): If the Council has reason to believe a landlord has breached any of the above duties, it will serve a Remedial Notice. This notice will specify what actions the landlord must take to comply and will give the landlord at least 28 days to perform the required actions.

Failure to Comply with a Remedial Notice (Regulation 8): If the landlord fails to complete the required actions within the specified time frame:

- The Council may arrange for the necessary work to be carried out (for example, install or repair the alarms itself).
- The Council will then impose a financial penalty on the landlord for the failure to comply.

Penalty per Breach: Each individual duty not complied with can attract a separate financial penalty of up to £5,000. (In other words, penalties are levied per breach, not per property or per inspection. For example, failing to install both a smoke alarm and a required CO alarm could lead to two penalties.)

Standard of Proof: The Council will impose a penalty in every case where it is satisfied – on the balance of probabilities – that the landlord failed to comply with the Remedial Notice. "Balance of probabilities" is the civil legal standard, meaning it is more likely than not that the breach occurred.

No Penalty with Reasonable Excuse: A penalty will not be issued if the landlord can prove they took all reasonable steps to comply with the Remedial Notice. For instance, if a landlord provides evidence of persistent attempts to access the property to install or fix alarms (e.g. copies of letters, emails, or texts to tenants) and the tenants refused access, the Council may accept this as a reasonable excuse for non-compliance and decide not to impose a fine.

Penalty Amounts and Calculation

For each breach where a financial penalty is imposed, the amount is determined as follows:

- **First Breach:** Baseline penalty of £3,000. This can be increased up to £5,000 or reduced to a minimum of £2,500 based on aggravating or mitigating factors (see

below). A penalty below £2,500 would be considered only in exceptional circumstances that go beyond the usual mitigating factors.

- Subsequent Breach (by the same landlord): £5,000 (the maximum). The Council will generally impose the full £5,000 for repeat offenses to serve as a strong deterrent. Only in truly exceptional cases would a repeat offender receive a lower penalty.

Factors Influencing Penalty Adjustments: After identifying the baseline, the Council examines the specifics of the case for any factors that justify adjusting the penalty:

Aggravating factors (may increase the penalty toward £5,000):

- Multiple or serious failures – e.g. several required alarms were missing or non-functional.
- Extended or deliberate non-compliance – the landlord ignored the rules for a long time or after prior warnings.
- Higher risk to occupants – the breach put many or vulnerable residents (e.g. children, elderly) at greater risk from fire or CO.
- Previous offences – a history of similar safety breaches or other housing-related offences.
- Obstruction – the landlord hindered the Council’s investigation or remedial work.

Mitigating factors (may decrease the penalty toward £2,500):

- Prompt remedy – the landlord acted quickly to fix the problem upon being notified.
- Evidence of compliance – proof that all required alarms were installed and working at the tenancy start (indicating a one-off lapse).
- Tenant prevented access – the landlord made genuine, documented attempts to comply (e.g. tried to arrange repairs) but couldn’t complete the work due to tenant refusal or other factors beyond their control.
- Low risk & good history – the breach occurred in a low-risk setting (e.g. a small property with few occupants), and the landlord otherwise has a strong record of compliance.

For clarity, the typical penalty levels are summarized below:

Occurrence of Breach	Guideline Financial Penalty
First Offence	£3,000 (base figure). <i>May be reduced to £2,500 with strong mitigating factors, or increased up to £5,000 with significant aggravating factors.</i>
Second or Subsequent Offence	£5,000 (maximum). <i>Usually applied in full for repeat offenders; reductions from £5,000 are rare and only for exceptional circumstances.</i>

Appendix 2 – Statement of Principles (Minimum Energy Efficiency Standards in Private Rented Properties)

Landlord Obligations under MEES:

Landlords must comply with the domestic *Minimum Energy Efficiency Standards (MEES)* set by the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015. In summary:

- **Minimum EPC Rating: *Prohibition on low-rated properties.*** It is unlawful to let a residential property with an Energy Performance Certificate (EPC) rating below “E” (i.e. F or G) unless a valid exemption is registered. Landlords must ensure each rented property has an EPC rating of E or better, or that an official exemption is in place.
- **Continued Letting: *No renting out sub-standard properties beyond deadlines.*** Landlords cannot continue to rent out an F or G rated property after the relevant compliance date (even if no new tenancy is starting) unless an exemption is registered on the government’s PRS Exemptions Register.
- **Compliance Notices:** If the Council suspects a breach of MEES, it may serve a Compliance Notice requiring the landlord to provide evidence of the property’s EPC rating or exemption status. Landlords must comply with any such notice by providing accurate information. Failure to respond fully and truthfully is itself an offence under the Regulations.

Enforcement & Penalty Process:

When the Council determines (on the balance of probabilities) that a landlord has failed to meet the MEES requirements within the last 18 months, it can issue a penalty notice. This notice may include:

- **Financial Penalty:** A fine (per breach) as outlined in the table below.
- **Publication Penalty:** The Council may publish the landlord’s details and the breach on the publicly accessible PRS Exemptions Register (typically for at least 12 months). This may include the landlord’s name (or company name), the property address, the nature of the breach, and the penalty amount, serving as a public notification of non-compliance.

Before issuing a penalty notice, the Council will typically have given the landlord an opportunity to address the breach (for example, through a compliance notice or other communication). If the landlord then fails to take appropriate action, penalties will be imposed as per the following framework:

Breach of MEES requirement	Financial Penalty (per breach)
Letting a sub-standard property (EPC rating F or G) for <3 months (no valid exemption)	£2,000 fine
Letting a sub-standard property (EPC rating F or G) for ≥3 months (no valid exemption)	£4,000 fine

Providing false or misleading information on the PRS Exemptions Register	£1,000 fine
Failure to comply with a MEES Compliance Notice from the Council	£2,000 fine

- No double penalties for the same offence: If a single breach falls into both time-based categories above (for example, a continuous period of non-compliant letting that crosses the 3-month mark), the higher penalty will apply – the fines are not added together for that single breach.
- Combining different penalties: Penalties for false/misleading information and/or non-compliance with a notice can be issued in addition to the fine for renting out an F or G rated property. However, the total financial penalties for a single property per enforcement action will not exceed £5,000 (the maximum allowed by law for domestic MEES cases).

Penalty Calculation and Considerations:

The penalty amounts are set with regard to the severity and duration of the offence, and the level of cooperation by the landlord:

- A longer period of unlawful letting (more than 3 months) is treated more severely (higher fine) than a short-term breach.
- Deliberate misrepresentation (false exemption claims) and non-cooperation with the Council (ignoring compliance notices) are considered serious offences and incur separate penalties.
- Repeat or persistent non-compliance with MEES is likely to result in the maximum fines.
- Conversely, if a landlord promptly corrects a breach (for example, by quickly improving a property's EPC rating or registering a valid exemption) or demonstrates genuine efforts to comply, the Council will take those actions into account. Such cooperation, while it does not erase the breach, may influence the Council's decision on whether to impose the full penalty or only issue a warning for minor, first-time infractions. *(However, any discretion will be exercised in line with legal guidelines – significant or willful breaches will still attract substantial fines.)*

Key Points:

- EPC "E" Minimum: Renting out properties below EPC E (without exemption) is illegal and subject to fines.
- Penalty Bands: Fines are tiered by the length of the illegal rental period: higher penalties for longer non-compliance.
- False Info & Non-Compliance: Lying about exemptions or ignoring Council notices are separate offences, each carrying additional fines.
- Maximum Cap: The total penalty per property per enforcement action is capped at £5,000, ensuring proportionality.
- Public Register: Significant breaches will be publicized on the PRS Exemptions Register, which can affect a landlord's reputation.

These principles ensure that enforcement of MEES is fair but firm: penalties should always deter non-compliance and remove any financial benefit from breaking the law, while being proportionate to the offence. The Council will review this policy periodically and update it to reflect any changes in legislation or Government guidance on MEES.

Appendix 3 – Other Relevant Legislation: Housing & Public Health Enforcement Powers

Legislation & (Key Sections)	Summary of Local Authority Enforcement Powers
Environmental Protection Act 1990 (Part III – Statutory Nuisances: Sections 79–82)	Empowers councils to deal with statutory nuisances . The Council can serve an Abatement Notice (Section 80) when premises or activities cause issues deemed prejudicial to health or a nuisance (e.g. dampness/mould, accumulations of rubbish, pest infestations, noise, smoke/fumes). Failure to comply with an abatement notice is a criminal offence; the Council may prosecute offenders and/or carry out works in default to abate the nuisance and recover costs.
Building Act 1984 (Sections 59, 76–79)	Provides powers to address structural or sanitary problems in buildings. For example: Section 59 allows notices requiring proper drainage where drains are inadequate or injurious to health; Section 76 permits the Council to remedy premises that are in a defective state and pose a health risk (as an expedited alternative to a statutory nuisance process); Sections 77 & 78 allow the Council to deal with dangerous structures (requiring owners to make them safe, or taking emergency action to remove immediate dangers); Section 79 enables the Council to require the repair or demolition of ruinous or dilapidated buildings that are negatively affecting the area. Non-compliance with such notices can lead to the Council executing works in default and recovering costs.
Public Health Act 1936 (Section 83)	Enables the Council to address filthy or verminous premises . Under Section 83, the Council can require the cleansing and disinfecting of filthy premises and the eradication of vermin (pests such as rats, mice, insects) in any premises that are in such a condition as to be prejudicial to health. If an occupier or owner fails to comply with a notice to cleanse a filthy or verminous property, the Council may carry out the necessary cleaning or pest treatment and recover costs. (Other Public Health Act 1936 provisions address sanitation, drainage, and similar issues, which the Council will also use where applicable.)
Prevention of Damage by Pests Act 1949 (Sections 2, 4)	Imposes a duty on the Council to keep the Borough free from rats and mice as far as practicable. Section 4 of the Act empowers the Council to serve notice on owners or occupiers of land or premises requiring them to take specified steps for the destruction of rats or mice , or to keep land/premises free

	from rodents. This can include requiring pest control treatments and removal of accumulations of refuse or other conditions likely to attract vermin. If a person fails to comply with a notice, the Council can carry out the work in default, prosecute the offender, and recover the costs of the works.
Other relevant legislation (various)	The Council may also use additional legal powers as appropriate to protect public health and safety in residential environments. For example, the Local Government (Miscellaneous Provisions) Act 1982, Section 29 allows the Council to secure abandoned or unguarded properties against unauthorised entry or to prevent them from becoming dangerous. The Public Health Act 1961 provides expedited powers to deal with issues like accumulations of rubbish (Section 34) and minor drainage or sanitary defects (Section 17). These and any other relevant statutory provisions may be used in conjunction with housing legislation to achieve the best outcomes in tackling problem premises.

This Enforcement Policy (including all appendices) is subject to periodic review and may be updated to reflect changes in legislation, guidance, or local priorities. By enforcing the above legislation and standards robustly yet fairly, Swale Borough Council is committed to ensuring that all residents in the Borough have a safe, healthy, and decent place to live.

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Swale Borough Council

Housing Enforcement - Civil Penalties Policy

(Council Logo Placeholder)

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

This policy shall be read in conjunction with the Swale Borough Council [overarching corporate enforcement policy](#) and housing authority enforcement policy.

This policy applies once the Council has made a decision to commence civil penalty proceedings. In this policy, the term '*landlord*' should be read as including letting agents, managing agents, licensors, property owners, corporate landlords, directors of corporate landlords, registered providers of social housing, and any other person involved in the letting or management of accommodation. In this policy, the term '*corporate landlord*' should be read as referring to a body corporate that meets the definition of 'landlord' above. In this policy, the terms '*House in Multiple Occupation*' or '*HMO*' are defined by the Housing Act 2004.

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

- Failure to give a written statement of terms and any other prescribed information under section 16D of the Housing Act 1988.
- Attempting to let a property for a fixed term under section 16E of the Housing Act 1988.
- Attempting to end a tenancy by service of a notice to quit under section 16E of the Housing Act 1988.
- Attempting to end a tenancy orally or requiring that it is ended orally under section 16E of the Housing Act 1988.
- Serving an eviction notice that attempts to end a tenancy outside the prescribed section 8 process under section 16E of the Housing Act 1988.
- Relying on a ground where the landlord does not reasonably believe that the landlord is/will be able to obtain possession under section 16E of the Housing Act 1988.
- Failing to provide a tenant with prior notice that a ground which requires it may be used under section 16E of the Housing Act 1988.
- Failure to give an existing tenant prescribed information about changes made by the Renters' Rights Act 2025 in the prescribed form and timeframe under paragraph 7(2) of Schedule 6 to the Renters' Rights Act 2025.
- Discrimination relating to children in the lettings process under section 33 of the Renters' Rights Act 2025.
- Discrimination relating to benefits in the lettings process under section 34 of the Renters' Rights Act 2025.
- Failure to specify proposed rent within a written advertisement or offer under section 56 of the Renters' Rights Act 2025.

- Inviting, encouraging or accepting any offer of rent greater than the stated rate under section 56 of the Renters' Rights Act 2025.

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

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

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

- Unlawful eviction and harassment of occupier under section 1 of the Protection from Eviction Act 1977.
- Continuation of conduct subject to a relevant penalty (under s.16I or s.16K Housing Act 1988) after the 28-day period (or, if appealed, after conclusion of the appeal) where the final notice has not been withdrawn, under section 16J of the Housing Act 1988.
- Conduct giving rise to liability under s.16I, where within the preceding five years the landlord has either (i) had a relevant penalty (under s.16I or s.16K Housing Act 1988) imposed for different conduct and the final notice has not been withdrawn, or (ii) been convicted under s.16J for different conduct, under section 16J of the Housing Act 1988.
- Relying on a ground knowing the landlord would not be able to obtain possession or being reckless as to whether they would under section 16J of the Housing Act 1988.
- Breach of restrictions relating to reletting (*s.16E(2) Housing Act 1988*) or remarketing a property within the restricted period after using Grounds 1 or 1A of Schedule 2 (*s.16E(3) Housing Act 1988*) – *section 16J of the Housing Act 1988*.
- Breach of a banning order under section 21 of the Housing and Planning Act 2016.
- Failure to comply with an Improvement Notice under section 30 of the Housing Act 2004.
- Contravention of an overcrowding notice under section 139 of the Housing Act 2004.
- Failure to obtain a selective licence under section 95 of the Housing Act 2004.
- Failure to obtain an HMO licence under section 72 of the Housing Act 2004.
- Knowingly permitting over-occupation of an HMO under section 72 of the Housing Act 2004.
- Failure to comply with management regulations in respect of HMOs under section 234 of the Housing Act 2004.
- Failure to comply with HMO licence conditions under section 72 of the Housing Act 2004.
- Failure to comply with selective licence conditions under section 95 of the Housing Act 2004.

If a landlord has committed multiple breaches or offences, a separate civil penalty can (and usually will) be imposed for each breach and offence. In each case, the level of any civil

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

This policy outlines the Council's methodology and mechanism for assessing and setting the level of a civil penalty at all stages where a civil penalty is under consideration, including the preparation of a notice of intent, and where a final decision has been made to impose a civil penalty. When applying the civil penalties matrix, interim calculations at individual stages may result in figures that exceed the statutory maximum. Where the final amount reached following application of all relevant steps exceeds the statutory maximum, the civil penalty will be reduced to the applicable statutory maximum.

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

The Council recognises that, despite its best efforts, some 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. (In considering any such claims, regard will be had 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.

2.0 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 its 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 fair way, 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 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 that the civil penalty will be set high enough 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, the penalty for breaching licensing conditions in respect of occupancy of a

property should not be less than the additional rent received as a result of the overcrowding. (The absence of any financial benefit to the landlord does not, however, mean that the penalty should be reduced.)

3.0 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:

- Determining the *starting point* based on the seriousness of the breach or offence.
- Adjustment for factors relating to the *type of landlord; size and type of portfolio* controlled, owned or managed, and the experience of the landlord (“Landlord Type”).
- Consideration of *mitigating and aggravating factors* the Council deems significant, including (but not limited to) those relating to the track record and culpability of the landlord and the actual or potential harm to the occupants.
- *Financial considerations* (e.g., ensuring effective deterrence and that any financial gain from the offence is removed).
- Applying the *totality principle* (consideration of whether multiple penalties are just and proportionate in aggregate).

3.1 Starting point based on seriousness of the breach or offence

The Department for Levelling Up, Housing and Communities (DLUHC) has provided statutory guidance prescribing starting points for all breaches and offences based on their seriousness. The exception 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 been complied with.

3.2 Adjustment for factors relating to the type of landlord; size and type of portfolio; and 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 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 HMO property at any point in time.
- The landlord has, in the Council's assessment and by reference to available evidence, very limited experience in the letting or management of property.

3.3 Mitigating and aggravating factors (*including, but not limited to, track record, 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 how mitigating and aggravating factors affect the amount of any civil penalty. 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 against the same landlord at the same time (except where expressly stated otherwise), mitigating and aggravating factors will be considered and applied separately to each civil penalty when determining the amount of each penalty.

Mitigating factors: The Council may *reduce* the level of a civil penalty by up to 20% of the applicable starting point to reflect the presence of mitigating factors. Only in exceptional circumstances may the Council depart from this policy 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 provided an exhaustive list of mitigating factors, recognising that a wide range of

circumstances may give rise to mitigation. However, the following generic mitigating factors will be considered in respect of each breach or offence:

- **Steps taken to remedy the breach or offence.** *Examples:* Promptly remedying all elements of the breach or offence after receiving communication from the Council; or promptly remedying all significant elements of the breach or offence, leaving only less significant elements outstanding.
- **A high level of co-operation.** *Example:* Proactive provision of significant information that the Council reasonably considers relevant, beyond what is required by any statutory notice.
- **Acceptance of liability.** *Example:* Accepting liability before or within the period for representations. (Note: where a landlord relies on a reasonable excuse defence or otherwise contests liability, this mitigating factor will usually not apply.)
- **Health circumstances.** *Example:* A serious health condition or medical incident (e.g., heart attack, stroke, cancer diagnosis, or other acute serious medical event causing significant incapacity) experienced by the landlord during, or immediately prior to, 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.
- **Diminished culpability (limited responsibility).** *Examples:* A joint landlord who provides evidence that another joint landlord was solely responsible for compliance arrangements at the property; or a landlord who became involved only after an unforeseen change in circumstances (such as the death of a previous landlord) and whose period of offending was limited to a short period while they were arranging their affairs. (Note: Simply having a managing or letting agent, or relying on an agent's actions or omissions, will not in itself constitute diminished culpability.)

Aggravating factors: The Council may *increase* the level of a civil penalty by up to 20% of the applicable starting point to reflect the presence of aggravating factors. Only in exceptional circumstances may the Council depart from this policy and apply an increase in excess of 20%. (Exceptional circumstances are rare and unusual and are not established merely by the presence of multiple aggravating factors.) The following generic aggravating factors will be considered in respect of each breach or offence:

- **Previous history of non-compliance.** *Examples:* Previous successful prosecutions (including relevant spent convictions), previous civil penalties, previous rent repayment orders, previous works in default carried out by the Council, or previous formal cautions issued. (Note: Concurrent investigations or proceedings relating to other civil penalties, prosecutions, or rent repayment orders will not be treated as previous non-compliance.)
- **Non-co-operation with the Council.** *Examples:* Failure to comply with information notices (e.g., those issued under section 16 of the Local Government (Misc.

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 alleging an offence; or failing to attend previously agreed meetings. (If the Council has prosecuted or is pursuing prosecution for the same conduct of failing to provide required information, that will not also be counted as an aggravating factor for setting the civil penalty, to avoid "double counting." Also, 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 a clear, reasoned basis exists to apply it to others.)

- **Deliberate intent or negligence.** *Examples:* Knowledge that the breach or offence was occurring; continuation of offending after communication from the Council; premeditation or planning, including steps to prevent detection or hinder investigation; providing false or misleading information to the Council; applying pressure on occupants to deter their co-operation with the Council.
- **Number of occupants affected.** *Example:* 3–5 occupants affected by the breach or offence (greater numbers of affected occupants could be considered more aggravating).
- **Duration of non-compliance.** *Example:* The offence or breach continued over a 3–6 month period (longer durations could be more aggravating).
- **Vulnerability of occupants.** Examples of vulnerable occupants include: children and young adults; persons vulnerable by reason of age, disability, or sensory impairment; persons with drug or alcohol dependency; victims of domestic abuse; children in care; persons with complex health needs; persons who do not speak English as a first language; victims of trafficking or sexual exploitation; refugees; asylum seekers; and pregnant women. (If vulnerable occupants are affected, the breach or offence may be viewed as more serious.)

3.4 Financial considerations

The Council will review the proposed amount of the civil penalty and consider whether it is sufficient to act as an effective deterrent to future non-compliance. Where the Council has reliable evidence regarding a landlord's rental income and/or asset value, it may determine that an increase in the level of the penalty is appropriate 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, where such

information exists, the landlord should provide the following as part of any written representations (to evidence financial circumstances):

- The last three full tax years' self-assessment tax returns filed with HMRC (with all schedules and supplementary pages).
- The last three full tax years' SA302 documents and corresponding tax year overviews from HMRC.
- The last three months' payslips (if applicable).
- The last three years' P60 certificates (if applicable).
- The last twelve months' Universal Credit payment statements (if applicable).
- A list of all property assets (owned or jointly owned, not limited to rental properties) with corresponding Land Registry title documents for each.
- A list of all property assets owned or held on long lease by any corporate entity in which the landlord has a beneficial interest, with corresponding Land Registry documentation.
- The most recent annual mortgage statement for each property, or the last twelve months' mortgage statements for properties with newer mortgages.
- Valuation statements for all ISAs held by the landlord.
- Statements from any cryptocurrency exchange accounts showing current balances and valuations.
- A list of all shareholdings (stocks, equities, etc.).
- Recent bank statements for any accounts holding a balance in excess of £5,000.
- Recent statements for all secured and unsecured loans (outstanding balances).
- Copies of any bankruptcy orders and official notifications of bankruptcy (if applicable).

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, by itself, outweigh the need to ensure effective deterrence or to remove any financial benefit obtained as a result of the breach or offence.

3.5 The totality principle

The Council will have regard to the totality principle to ensure that the overall outcome of its enforcement action is just and proportionate. In exceptional cases, and having regard to the particular circumstances of the case, the Council may take account of totality at an earlier stage by deciding not to pursue a civil penalty in respect of a specific breach or offence if doing so would render the overall outcome disproportionate. In general, however, 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. If 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 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. However, where 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 the same conduct, consider whether the combined outcome results in punitive duplication and is therefore unjust and disproportionate.

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 (i.e. those civil penalties that form part of the same totality assessment). Where the totality principle is applied to address *punitive duplication* arising from a shared economic interest between a body corporate and an officer, the Council may apply a differential adjustment to ensure that the overall outcome is just and proportionate. This approach reflects the statutory guidance on the application of the totality principle and is intended to promote consistency, transparency, and proportionality while avoiding arbitrary or selective adjustment of individual penalties. In accordance with the statutory guidance, any rent repayment orders made in respect of the same breach or offence will be disregarded for the purposes of assessing the totality of civil penalties under this policy.

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

Note: In the sections below, each legislative breach or offence that can attract a civil penalty is listed under its governing Act or Regulations. Each offence or breach has an associated starting point (baseline penalty) and statutory maximum penalty, as well as adjustments for Landlord Type (based on portfolio size, experience, etc.), and may have certain offence-specific mitigating or aggravating factors that can affect the penalty amount. The actual civil penalty amount for each offence will be determined in accordance with this policy, using the matrix process and having regard to the individual circumstances of the case.

4.1 Protection from Eviction Act 1977 offences

Unlawful eviction and harassment of occupier – *section 1 of the Protection from Eviction Act 1977*

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

Offence-specific mitigating factors: None.

Offence-specific aggravating factors:

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

4.2 Housing Act 1988 breaches and offences

Failure to give a written statement of terms and any other prescribed information – *section 16D of the Housing Act 1988*

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

Offence-specific mitigating factors: Provision of some of the required terms and prescribed information within the required period.

Offence-specific aggravating factors: None.

Attempting to let a property for a fixed term – *section 16E(1)(a) of the Housing Act 1988*

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

Offence-specific mitigating factors: None.

Offence-specific aggravating factors: None.

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

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

Offence-specific mitigating factors: None.

Offence-specific aggravating factors: Tenant vacates the property within four months of the date of expiration specified in the notice to quit.

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

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

Offence-specific mitigating factors: None.

Offence-specific aggravating factors: Tenant vacates the property within four months of the date of expiration or equivalent specified in the notice to quit.

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 the property within four months of the date of expiration or equivalent specified in the unlawful possession notice.

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 four months, without a possession order – 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.

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.

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 the prescribed information, but not in the prescribed form.

Offence-specific aggravating factors: None.

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

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

Offence-specific mitigating factors: None.

Offence-specific aggravating factors: None.

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

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

Offence-specific mitigating factors: Dependent on the most recent conduct giving rise to liability to a civil penalty under section 16I of the Housing Act 1988.

Offence-specific aggravating factors: Dependent on the most recent conduct giving rise to liability to a civil penalty under section 16I of the Housing Act 1988.

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

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

Offence-specific mitigating factors: None.

Offence-specific aggravating factors: None.

Breach of restrictions relating to reletting (s.16E(2) Housing Act 1988) or remarketing (s.16E(3) Housing Act 1988) a property within the restricted period after using Grounds 1 or 1A of Schedule 2 – section 16J(2) of the Housing Act 1988

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

Offence-specific mitigating factors: None.

Offence-specific aggravating factors: None.

4.3 Housing and Planning Act 2016 offences

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

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

Offence-specific mitigating factors: A single, isolated incident.

Offence-specific aggravating factors: Concealment or evasion (e.g., deliberate attempt to hide the banned activity).

4.4 Renters' Rights Act 2025 breaches

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

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

Offence-specific mitigating factors: None.

Offence-specific aggravating factors: None.

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

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

Offence-specific mitigating factors: None.

Offence-specific aggravating factors: None.

Failure to specify proposed rent in 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.

Inviting, encouraging or accepting any offer of rent higher 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.

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

Failure to comply with duties under The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 (Regulation 3: (3)(b), (3)(d), (3)(e); and 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 inspection report or record shows that the electrical installations were compliant at all required points in time.

Offence-specific aggravating factors: The number, nature, or severity of the electrical safety issues observed on the inspection report or record.

Failure to comply with duties under 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 inspection report or record shows that the electrical installations were compliant at all required points in time.

Offence-specific aggravating factors: The number, nature, or severity of the electrical safety issues observed on the inspection report or record.

Failure to comply with duties under 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, nature, or severity of the electrical safety issues observed on the report or record.

4.6 Housing Act 2004 offences

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) present once the deadline for compliance has passed.
- Whether the property is unoccupied once the deadline for compliance has passed.
- Where access to the property was prevented by the actions or refusal of the occupant(s), evidence that the landlord took steps to obtain access to carry 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) present once the deadline for compliance has passed.

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

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

Offence-specific mitigating factors: None.

Offence-specific aggravating factors: The level of overcrowding present.

Failure to obtain 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 had knowledge of or prior experience with the requirement to license the property (e.g., a history of managing or licensing other properties).
- The condition of the unlicensed property (particularly if substandard or hazardous).

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 (mitigating the impact of over-occupation).

Offence-specific aggravating factors: The level of over-occupation present.

Failure to comply with The Management of Houses in Multiple Occupation (England) Regulations 2006 (and, where applicable, 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 HMO managers 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 (regular inspections of these services/appliances) (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 similar duties on HMO managers (for HMOs defined by section 257 of the 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 (regular inspections) (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 covering all breaches of that specific Regulation. Where multiple different Management Regulations have been breached at a single HMO, a separate civil penalty will be imposed for each distinct Regulation breached.

The following tables set out the starting point and adjustments for each category of HMO Management Regulation breach:

Duty of manager to provide information to occupier

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

Offence-specific mitigating factors: The nature and extent of offences under this specific regulation.

Offence-specific aggravating factors:

- The nature and extent of offences under this specific regulation.
- The landlord's failure to provide any outstanding contact information more than 48 hours after it was requested by an occupant (or on behalf of an occupant).

Duty of manager to take safety measures

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

Offence-specific mitigating factors: The number, nature, and extent of offences under this specific regulation.

Offence-specific aggravating factors: The number, nature, and extent of offences under this specific regulation.

Duty of manager to maintain the water supply and drainage

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

Offence-specific mitigating factors: The number, nature, and extent of offences under this specific regulation.

Offence-specific aggravating factors: The number, nature, and extent of offences under this specific regulation.

Duty of manager to supply and maintain gas and electricity

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

Offence-specific mitigating factors: The number, nature, and extent of offences under this specific regulation.

Offence-specific aggravating factors: The number, nature, and extent of offences under this specific regulation.

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

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

Offence-specific mitigating factors: The number, nature, and extent of offences under this specific regulation.

Offence-specific aggravating factors: The number, nature, and extent of offences under this specific regulation.

Duty of manager to maintain living accommodation

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

Offence-specific mitigating factors: The number, nature, and extent of offences under this specific regulation.

Offence-specific aggravating factors: The number, nature, and extent of offences under this specific regulation.

Duty to provide waste disposal facilities

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

Offence-specific mitigating factors: The nature and extent of offences under the specific regulation.

Offence-specific aggravating factors:

- The nature and extent of offences under the specific regulation.
- A lack of sufficient refuse and/or litter containers (inside and/or outside the property) that had been previously reported.
- The refuse and/or litter requiring disposal includes hazardous materials.

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

All granted HMO licences impose a set of conditions on the licence holder. It is important that the licence holder of a licensed property complies with all imposed conditions, but the Council recognises that a failure to comply with certain licence conditions is likely to have a much bigger impact on the safety and comfort of residents than others. The starting levels for each different type of licence condition breach are 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.)* If multiple licence conditions have been breached at a single property, a separate civil penalty will be imposed for each licence condition that has been breached.

Failure to comply with licence conditions related to:

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

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

Offence-specific mitigating factors: The nature and extent of the licence condition breach.

Offence-specific aggravating factors: The nature and extent of the licence condition breach.

Failure to comply with licence conditions related to:

- *Procedures and actions regarding Inspections*
- *Procedures regarding Repair issues*

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

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

Offence-specific mitigating factors: The nature and extent of the licence condition breach.

Offence-specific aggravating factors: The nature and extent of the licence condition breach.

Failure to comply with licence conditions related to:

- *The provision of documentation regarding energy performance certificates, fire detection and prevention, emergency lighting, carbon monoxide detection, fire risk assessments, gas installations, electric installations and appliances*
- *Notification of legal proceedings, contraventions and other relevant information that may affect a fit and proper person status*
- *Procedures and actions regarding ASB*
- *Carrying out items on a schedule of works in relation to the provision of personal hygiene facilities, kitchen facilities or heating*

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

Offence-specific mitigating factors: The nature and extent of the licence condition breach.

Offence-specific aggravating factors: The nature and extent of the licence condition breach.

Failure to comply with licence conditions related to:

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

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment

£20,000	£40,000	£16,000	£20,000	£24,000
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Offence-specific mitigating factors: The nature and extent of the licence condition breach.

Offence-specific aggravating factors: The nature and extent of the licence condition breach.

Failure to comply with licence conditions related to:

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

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

Offence-specific mitigating factors: The nature and extent of the licence condition breach.

Offence-specific aggravating factors: The nature and extent of the licence condition breach.

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

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

- The amount of the proposed civil penalty,
- The reasons for proposing to impose the civil penalty, and
- Information about the landlord's right to make written representations.

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

Decision after the representation period: After the 28-day period for representations has ended, 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, depending on the evidence or arguments presented in any representations.)

Note: If a landlord remedies the identified breach or offence during the representation period, this will rarely, by itself, cause the Council to decide not to impose a civil penalty. However, coming into compliance at that stage will usually be considered as a mitigating factor that might reduce the level of any final penalty. Similarly, an admission of liability will

rarely, by itself, make the Council decide not to impose a penalty, but such an admission will usually be treated as a mitigating factor that could reduce the penalty.

Final notice: If, following any written representations (or after the period for representations passes with none received), the Council decides to impose a civil penalty on the landlord, it will serve the landlord with 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 (deadline) for payment of the penalty;
- Information about the landlord's rights of appeal; and
- The consequences of failing to comply with the final notice.

6.0 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 15% discount to the amount of the civil penalty. The availability of this discount is conditional upon full payment being received within the specified period. *Note:* The discount period will not be extended or paused by the lodging of an appeal. A landlord who chooses to appeal may still obtain the discount by paying the penalty in full within the specified period; however, if full payment is not made within that period, the discount will not apply.

Illustrative example of the prompt payment discount:

A landlord of an HMO property fails to obtain a licence. They operate only two HMO properties and there are no other relevant factors or aggravating features. The starting point for this offence under the Council's civil penalties matrix is £17,000. The Council issues a notice of intent proposing a civil penalty of £17,000. The landlord makes written representations. After considering those representations, the Council decides to impose a final civil penalty of £16,000 (as set out in the final notice). If the landlord pays the £16,000 in full within the specified 28-day period, a 15% prompt payment discount will be applied, resulting in a reduced payment of £13,600.

7.0 Appeals

A landlord who is given a final notice may appeal to the First-tier Tribunal (Property Chamber) against either the decision to impose a civil penalty or the amount of the penalty (or both). Any appeal must be made within 28 days beginning with the day after the date on which the final notice was given. If an appeal is brought, the final notice is suspended (i.e. no payment is due and no other action will be taken to enforce the penalty) until the appeal is finally determined or withdrawn.

An appeal to the First-tier Tribunal is essentially a re-hearing of the Council's decision. In deciding the appeal, the Tribunal may consider matters that the Council was not aware of at the time it made its decision to impose the civil penalty. The Tribunal may also dismiss an appeal if it finds that the appeal is frivolous or vexatious, is 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. *(Note: The Council will not generally agree to mediation regarding the level of a civil penalty, as penalties are determined by reference to this policy to promote fair, consistent, and proportionate outcomes. Agreeing to reductions outside the policy's framework would risk undermining consistency and the Council's enforcement objectives.)*

Upon determining an appeal, the First-tier Tribunal may:

- Confirm the civil penalty (uphold the penalty as imposed by the Council);
- Vary the amount of the civil penalty (increase or reduce it); or
- Cancel the civil penalty entirely.

If the Tribunal increases a civil penalty, it may do so only up to the applicable statutory maximum for the relevant breach or offence (£7,000 or £40,000, as applicable). Any party to the proceedings may also seek permission to appeal the decision of the First-tier Tribunal to the Upper Tribunal (Lands Chamber), in accordance with the Tribunal's rules and procedures.

As of 2026, the address and contact details of the First-Tier Tribunal (Southern Region) were:

First-Tier Tribunal - (Property Chamber) Residential Property
Havant Justice Centre
The Court House
Elmleigh Road
Havant
Hampshire
PO9 2AL

Email: rpsouthern@justice.gov.uk Tel: 01243 779 394 | Fax: 0870 7395 900

The address of the First-Tier Tribunal changes from time to time, but the latest address will be detailed on any Final Notice served and can be found at:

<https://www.gov.uk/courts-tribunals/first-tier-tribunal-property-chambe>

8.0 Recovery of Unpaid Financial Penalties

County Court

The Council will take robust action to recover any financial penalty (or part thereof) not paid within 28 days of the date the Final Notice was served.

An application for an order of the County Court will be made in respect of all unpaid

financial penalties. A certificate signed by the Chief Finance Officer of the Council stating that the financial penalty (or part thereof) has not been paid will be accepted by the Court as conclusive evidence of that fact, in accordance with Paragraph 11 of Schedule 13A to the 2004 Act (relevant housing offences) and Paragraph 11 of Schedule 1 to the 2016 Act (breaches of banning orders).

In taking court action, the Council would seek to recover interest and any court expenses incurred, in addition to claiming the full amount of unpaid financial penalty.

Enforcement

If an offender does not comply with an order of the Court, the Council will make an application to enforce the judgement. The type of enforcement action pursued would depend on the circumstances of the case and the amount owed. The most likely types of enforcement action are shown below.

Court bailiffs

A court bailiff will ask for payment. If the debt is not paid, the bailiff will visit the offender's home or business address to establish whether anything can be seized and sold to pay the outstanding debt.

Charging Order - Order of Sale

The Council can apply to place a charging order on any property owned by the offender. If a debt remains outstanding after a charging order has been registered, the Council can make an application for an order of sale. The property would then be subject to an enforced sale and the proceeds used to settle the debt owed to the Council.

Attachment to Earnings Order

If the offender is in paid employment, the Council can apply to the Court for an attachment to earnings order. Such an order would require the offender's employer to make salary deductions. Amounts would be deducted regularly at the direction of the Court until the debt owed to the Council has been fully discharged.

Review

This Policy will be subject to review and amended to reflect any change in legislation, corporate policy or official guidance. Any amendment shall be in line with meeting the requirements of the legislation and the public interest. Any minor changes to this Policy, being those that are required by amendments to legislation or typographical amendments, are authorised to be made by the Head of Housing and Community Services.

Help and Advice

If you would like further advice or clarification, the Private Sector Housing Team can help.

Please ring us on 01795 417538 and speak to one of our officers. We can also be contacted by email on: housingadmin@swale.gov.uk

Alternatively, you can write to us at:

Housing Standards and Assistance

Swale Borough Council
Swale House
East Street
Sittingbourne
Kent
ME10 3HT

Links

Renters' Rights Act 2025

<https://www.legislation.gov.uk/ukpga/2025/26/contents>

Housing and Planning Act 2016

<http://www.legislation.gov.uk/ukpga/2016/22/contents/enacted>

Housing Act 2004

<https://www.legislation.gov.uk/ukpga/2004/34/contents>

Housing Health and Safety Rating System

<https://assets.publishing.service.gov.uk/media/5a799834ed915d0422069a0a/150940.pdf>

Comparison – Current Civil Penalty vs New SBC Civil Financial Penalty Policy (Draft)

Area	Current Civil Penalty Policy	New SBC Civil Financial Penalty Policy (Draft)	Key Change / Impact
Purpose of policy	Explains how Swale Borough Council will impose civil penalties as an alternative to prosecution for housing offences.	Provides a comprehensive framework for calculating and imposing civil penalties across multiple housing laws.	Major expansion in scope and methodology.
Legislative basis	Primarily based on Housing and Planning Act 2016 and offences under the Housing Act 2004.	Incorporates wider legislation including Renters' Rights Act 2025, Housing Act 1988, Housing Act 2004, Electrical Safety Regulations, and banning order breaches.	Reflects modern PRS enforcement framework.
Maximum financial penalty	Maximum £30,000 per offence.	Maximum penalties vary depending on offence – up to £40,000 in some cases and £7,000 for certain tenancy-related breaches.	Higher potential penalties aligned with new legislation.
Offences covered	Limited to offences such as failure to licence HMOs, breach of licence conditions, overcrowding notices and failure to comply with improvement notices.	Covers a far wider range including eviction offences, tenancy law breaches, discrimination in lettings, electrical safety duties, HMO management breaches and licensing offences.	Significantly broader enforcement coverage.
Penalty calculation method	Uses a culpability and harm matrix based on HHSRS risk assessment.	Uses a structured civil penalty matrix including seriousness, landlord type, mitigating/aggravating factors and financial considerations.	More sophisticated calculation approach.
Landlord profile considerations	Limited consideration of landlord characteristics.	Explicit adjustments depending on portfolio size, experience, HMO involvement and corporate status.	Targets professional landlords and larger operators.
Mitigating and aggravating factors	Basic list of factors such as cooperation, obstruction and previous offences.	Detailed framework allowing up to 20% adjustment for mitigating or aggravating factors.	Greater transparency and consistency in penalty decisions.

Financial benefit removal	Policy states penalties should remove financial benefit gained from offending.	Provides explicit guidance on assessing landlord financial benefit and ability to pay, including evidence requirements.	Stronger deterrence and financial scrutiny.
Totality principle	Not specifically addressed.	Includes explicit totality principle to ensure penalties across multiple offences remain proportionate.	Improves fairness and proportionality.
Penalty tables / starting points	Uses general penalty ranges based on harm and culpability levels.	Sets specific starting penalty levels for each offence with statutory maximums and adjustment mechanisms.	Greater clarity and predictability.
Process for imposing penalties	Describes Notice of Intent, representations, final notice and appeal rights.	Similar legal process retained but explained in clearer procedural steps.	Procedural clarity maintained.
Discount for early payment	Provides 25% discount for early payment within 21 days.	Introduces prompt 15% payment discount policy (specific percentage determined by policy framework).	Maintains incentive for early settlement.
Appeals process	Appeals to First-tier Tribunal (Property Chamber).	Appeals process retained but integrated with wider enforcement framework.	No substantive change.
Recovery of unpaid penalties	Includes detailed enforcement options such as county court action, charging orders and bailiffs.	Also includes recovery provisions within the policy structure.	Enforcement mechanisms maintained.

Comparison – SBC HHSRS Enforcement Policy (Current) vs SBC PRS Enforcement Policy (New)

Area	Current HHSRS Enforcement Policy	New PRS Enforcement Policy	Key Change / Impact
Policy scope	Focuses primarily on enforcement of housing hazards under the Housing Health and Safety Rating System (HHSRS).	Covers the full range of private rented sector enforcement powers and responsibilities.	Major expansion in scope.
Legislative framework	Mainly based on Housing Act 2004 Part 1 hazard enforcement.	Includes Housing Act 2004, Renters' Rights Act 2025, Housing Act 1988, Housing and Planning Act 2016 and other legislation.	Aligns enforcement with modern PRS legislation.
Purpose of the policy	Sets out how the Council will respond to Category 1 and Category 2 hazards in residential properties.	Provides a strategic enforcement framework for improving standards and ensuring landlord compliance across the PRS.	Moves from operational guidance to strategic enforcement policy.
Approach to Category 1 hazards	Duty to take action where Category 1 hazards exist.	Maintains statutory duty to take enforcement action where Category 1 hazards exist.	No substantive change.
Approach to Category 2 hazards	Council normally considers enforcement where hazards are Band D or lower.	Retains discretion to act on Category 2 hazards but embeds this within wider enforcement considerations.	Hazard enforcement integrated into wider policy.
Standard of remedial works	Requires improvements that reduce hazards and prevent short-term "patch and mend" repairs.	Focuses on enforcement options rather than specifying technical hazard improvement standards.	Technical detail reduced in favour of enforcement framework.
Enforcement approach	Informal action generally preferred unless serious hazards exist.	Informal action still considered but formal enforcement may be used immediately in serious or deliberate breaches.	Stronger regulatory stance.
Investigatory powers	Limited discussion of investigatory powers.	Detailed powers for information notices, entry to premises and document seizure.	Clearer investigative framework.

Enforcement tools available	Mainly Housing Act 2004 tools (improvement notices, prohibition orders, hazard awareness notices).	Full enforcement toolkit including notices, emergency powers, civil penalties, prosecutions, banning orders and rent repayment orders.	Significantly expanded enforcement options.
Civil penalties	Not extensively covered in the policy.	Explicitly includes civil financial penalties as an alternative to prosecution.	Reflects modern enforcement practice.
Rent Repayment Orders	Not addressed.	Council will consider applying for Rent Repayment Orders following qualifying offences.	Strengthens tenant protection.
Banning orders	Not included.	Allows Council to pursue banning orders against rogue landlords.	Targets serious repeat offenders.
Use of other legislation	Limited reference to other enforcement powers.	Integrates enforcement under environmental health, building safety and public health legislation.	Encourages cross-legislative enforcement.
Governance and transparency	Enforcement guided by Enforcement Concordat and regulatory principles.	Structured enforcement framework aligned with statutory guidance and reporting obligations.	Stronger governance and accountability.

Policy for adoption by Local Housing Authorities in England

Housing Authority Enforcement Policy.



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Housing Authority Enforcement Policy

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

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

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

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

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

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

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

Aims of the Policy

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

The Act and the 'Landlord Legislation' (as defined by S107) sit outside of the Regulators' Code, and its provisions do not apply.

Part 1 of the Housing Act 2004 is also outside of the code's scope.

Notwithstanding this, the following legislation and its enforcement does come within the Legislative and Regulatory Reform (Regulatory Functions) Order 2007 and is therefore within the scope of the Regulators Code and the principles of good regulation:

- Parts 8, 9 and 10 of the Housing Act 1985
- Part 8 of the Housing Act 1996
- Parts 2 to 5 of the Housing Act 2004

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

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

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

Approach to Enforcement

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

S5 Housing Act 2004 places a duty on Councils to take appropriate enforcement action where a Category 1 hazard exists.

S7 Housing Act 2004 gives Councils a discretionary duty to take action where a Category 2 hazard exists. The Council will usually take action where a Category 2 hazard exists.

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

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

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

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

- Non-compliance with previous formal or informal action
- Offences in relation to the licensing of HMOs

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

Investigatory powers

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

Power to Investigate

S114 Renters' Rights Act 2025 gives the Council power to issue a notice to a relevant person to require the person to provide specified information to the Council.

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

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

Failure to comply with a s114 notice is an offence under s131 Renters' Rights Act 2025, as is being obstructive and intentionally or recklessly making false or misleading statements in response to a s.113 notice.

S115 Renters' Rights Act 2025 permits the Council when it reasonably suspects a breach of the Rented Accommodation Legislation to issue a notice to any person requiring them to provide

the information specified. This may only be done to investigate whether a breach has occurred under the Rented Accommodation Legislation, or to determine the amount of a penalty. For the purposes of this section, the Rented Accommodation Legislation means:

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

Where an individual has not complied with a s115 notice, s116 Renters' Rights Act 2025 enables the Council to make an application to the Court to enforce the provisions of the notice and seek reimbursement for the costs of the application.

S131 Renters' Rights Act provides that, in addition to the offence of non-compliance with a s114 notice, it is an offence for an individual to obstruct a Council officer seeking to exercise their powers without reasonable excuse. It is also an offence to fail to give an officer any additional assistance or information which they reasonably require without reasonable excuse.

S235 Housing Act 2004 allows the Council to issue a notice to relevant individuals, including occupiers, directing them to provide specified documents under their control for the purpose of investigating whether an offence has been committed under Parts 1 to 4 of the Housing Act 2004 or exercising the Council's functions under Parts 1 to 4 of the Housing Act 2004.

S16 Local Government (Miscellaneous Provisions) Act 1976 also permits the Council to issue a notice to an occupier, manager, or individual with an interest in the land to compel them to provide the Council with information on the nature of their interest and the names and addresses of current occupiers and of any others with an interest in the land.

Entry to Premises

S118 Renters' Rights Act 2025 permits Council officers to enter business premises of relevant people (including landlords, letting agents, and marketers) if it is necessary for the production or seizure of documents under s122-s123 Renters' Rights Act 2025. This power will be exercised without a warrant.

S121 Renters' Rights Act 2025 allows a Council officer named in a warrant to enter premises used for a rental sector business which is not mainly accommodation if there are documents on the premises which the officer could require under s122 or seize under s123. In addition, for this power to be exercised, one of the following conditions must be met:

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

Following a s118 or s121 Renters' Rights Act 2025 entry, s122 allows an officer at any reasonable time to require a relevant person on the premises to produce any documents relating to the business and to take copies of them. This may only be exercised to ascertain whether there has been a breach of the Rented Accommodation Legislation where an officer reasonably suspects there has been a breach or an offence; or to ascertain whether the documents may be required in evidence for proceedings regarding a breach or offence.

Following a s118 or s121 Renters' Rights Act 2025 entry, s123 authorises Council officers to seize and detain documents that the officer reasonably suspects may be required as evidence in proceedings relating to a breach of, or an offence under, the Rented Accommodation Legislation. When doing so, the officer will provide evidence of the officer's identity and authority if reasonably practicable. The officer will take reasonable steps to inform the person from whom documents have been seized that they have been seized, and will provide that person with a written record of what has been taken.

S126 Renters' Rights Act 2025 permits the Council to enter residential premises used for a tenancy at a reasonable time if the officer considers it necessary as part of an investigation into potential offences specified in subsection 1(b). Where required, the Council will give at least 24 hours' notice of this to the occupier and individuals with an interest in the property as per subsection 1(c), detailing in writing why the entry is necessary and the suspected offences. Where there are occupiers found on the premises, the officer will provide evidence of the officer's identity and authority to at least one of the occupiers if reasonably practicable.

In addition, s239 Housing Act 2004 permits Council officers to enter, if necessary and at a reasonable time, a property in order to carry out a survey or examination. This may be done if any one of the following is met:

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

In certain circumstance the Council may obtain a warrant to enter, by force if necessary, under s240 Housing Act 2004.

Informal action

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

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

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

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

Formal action

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

Housing Act 2004 Part 1

- issue an Improvement Notice in respect of any Category 1 hazards and any Category 2 hazards on the property. This requires the person to whom it is served to undertake the remedial action specified on the Notice within a given timeframe. The mandated work and the timeframe will be determined by the Council depending on the nature and scale of the work.
- issue a Prohibition Order in respect of any Category 1 hazards and any Category 2 hazards on the property. This prevents occupation of whole or part of the property, or can be used to limit occupant numbers, within a specified time frame.
- issue a Hazard Awareness Notice in respect of any Category 1 hazards and any Category 2 hazards on the property. This makes the owner and occupiers aware of the hazards identified; however, it does not require remedial action. As a result, and because it does not secure risk-reducing works within a specified timeframe, a Hazard Awareness Notice will not usually be the most appropriate course of action where remedial works are necessary to reduce the risk of harm to occupiers or potential occupiers.
- make an Emergency Prohibition Order. This immediately prohibits the use of all or part of a dwelling if there is an imminent risk of serious harm to the health or safety of the occupants or others.
- Where there is a Category 1 hazard present, S40 Housing Act 2004 allows the Council to undertake Emergency Remedial Action on the Category 1 hazard without prior notice.
- The Council also has the power to suspend action taken under Part 1 Housing Act 2004 in situations where it has the power or duty to take enforcement action through the service of an Improvement Notice or Prohibition Order. This will be at the Council's discretion and will normally be considered for the purpose of minimising inconvenience to the current occupiers.
- Demolition and Clearance are options for both Category One or Category Two hazards.
- S30 Housing Act 2004 provides that failure to comply with a Improvement Notice is a criminal offence, which will normally be followed by prosecution or the issuing of a civil penalty.
- S32 Housing Act 2004 provides that failure to comply with a Prohibition Order is a criminal offence, which will normally be followed by prosecution.
- Other formal notices served by the Council may not relate to the landlord undertaking remedial works but may cover a range of other matters including, but not limited to, exercising a right of entry under s.239 of the Housing Act 2004 and a request to provide information or the need to abate or avoid overcrowding.

Work in default

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

Emergency or suspended enforcement action

Where there is a Category 1 hazard present, s43 Housing Act 2004 permits the Council to issue an Emergency Prohibition Order. This immediately prohibits the use of all or part of a dwelling if there is an imminent risk of serious harm to the health or safety of the occupants or others.

S40 Housing Act 2004 allows the Council to undertake Emergency Remedial Action on the Category 1 hazard without prior notice. The Council may then seek reimbursement of costs incurred on the work and the administration of the scheme.

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

HMO Licence Conditions

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

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

Other Legislative alternatives

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

Prosecution

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

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

In many circumstances, where an offence is committed by a body corporate, legislation enables local authorities to pursue persons involved with the body corporate in addition to, or instead of,

the body corporate. These include company officers and, where applicable, company members.

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

Civil Financial Penalties for specified offences

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

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

- Unlawful eviction and harassment of occupier as defined under the Protection from Eviction Act 1997
- Failure to comply with an Improvement Notice [s30 Housing Act 2004]
- Offences in relation to licensing of Houses in Multiple Occupation (HMOs) [s72 Housing Act 2004]
- Offences in relation to the Selective Licensing of 'houses' [s95 Housing Act 2004]
- Failure to comply with an Overcrowding Notice [s139 Housing Act 2004]
- Failure to comply with a management regulation in respect of an HMO [s234 Housing Act 2004]
- Offences in relation to Regulation 3 of the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020
- Failure to comply with a banning order [s21 Housing and Planning Act 2016]
- Failure to give a written statement of terms under section 16D of the Housing Act 1988
- Failure to give an existing tenant information about changes made by the Renters' Rights Act under paragraph 7(2) of schedule 6 to the Renters' Rights Act 2025
- Attempting to let a property for a fixed term under section 16E of the Housing Act 1988
- Attempting to end a tenancy orally or by service of a notice to quit under section 16E of the Housing Act 1988
- Serving an eviction notice that attempts to end a tenancy outside the prescribed section 8 process under section 16E of the Housing Act 1988
- Relying on a ground where the person does not reasonably believe that the landlord is/will be able to obtain possession under section 16E of the Housing Act 1988
- Relying on a ground knowing the landlord would not be able to obtain possession or being reckless as to whether they would under section 16J of the Housing Act 1988
- Failing to provide a tenant with prior notice that a ground which requires it may be used under section 16E of the Housing Act 1988
- Reletting or remarketing a property before expiry of the 12 month no-let period after using the moving and selling grounds under sections 16E and 16J of the Housing Act 1988
- Discriminating against prospective tenants during the letting process on the grounds that those tenants are in receipt of benefits or have children under sections 33 and 34 of the Renters' Rights Act 2025

- Marketing a letting without stating the proposed rent under section 56 of the Renters' Rights Act 2025
- Inviting or encouraging any person to offer to pay an amount of rent under the proposed letting that exceeds the stated rent under section 56 of the Renters' Rights Act 2025
- Accepting an offer from any person to pay an amount of rent under the proposed letting that exceeds the stated rent under section 56 of the Renters' Rights Act 2025

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

Rent Repayment Orders

Part 2 of the Housing and Planning Act 2016 permits the Council to seek a Rent Repayment Order at the First Tier Tribunal Property Chamber to require the landlord of the property where the offence(s) has been committed to refund rent to the tenants or the Council. S48 of the Housing and Planning Act 2016 places a duty on the Council to consider applying for Rent Repayment Orders.

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

This power will be considered in response to all qualifying offences and where there is sufficient evidence for a successful application to the First Tier Tribunal.

The qualifying offences are:

- Unlawful eviction and harassment of occupier as defined under the Protection from Eviction Act 1997
- Failure to comply with an Improvement Notice [s30 Housing Act 2004]
- Offences in relation to unlicensed HMOs [s72(1) Housing Act 2004]
- Offences in relation to unlicensed houses [s95(1) Housing Act 2004]
- Failure to comply with an Improvement Notice [s30(1) Housing Act 2004]
- Failure to comply with a Prohibition Order [s32(1) Housing Act 2004]
- Breach of a Banning Order [s21 Housing and Planning Act 2016]
- Using Violence to secure entry [s6(1) Criminal Law Act 1977]
- Knowingly or recklessly misusing a possession ground [s16J(1) Housing Act 1988]
- Letting or marketing of a property within twelve months of using the 'moving in' or 'selling' ground of eviction [s16J(2) Housing Act 1988]
- Continuous breach of certain tenancy reform requirements [s16J(3) Housing Act 1988]

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

S49 of the Housing and Planning Act 2016 enables the Council to assist tenants in applying for Rent Repayment Orders. The Council will usually assist tenants by referring or signposting them to a relevant organisation.

Banning Orders

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

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

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

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

Costs and Charges

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

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

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

Complaints

Contact may be made with the Council about any matters listed here by email at [EMAIL ADDRESS] or by post at:

[PHYSICAL ADDRESS]

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

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

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

Appendix 1 – Statement of principles to determine the amount of a penalty charge under Part 4 of The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 (“the Regulations”)

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

The Regulations introduced legal requirements on relevant landlords to:

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

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

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

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

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

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

not be considered to be in breach of their duty to comply with the remedial notice. A landlord will be expected to have:

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

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

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

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

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

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

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

Determining the amount of the penalty charge for a first breach

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

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

Aggravating factors include, but are not limited to:

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

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

Mitigating factors include, but are not limited to:

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

Determining the amount of the penalty charge for a subsequent breach

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

Appendix 2: Statement of principles to determine the amount of a penalty charge for a breach of minimum energy efficiency standards (MEES) with respect to domestic privately rented property

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

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

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

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

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

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

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

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

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

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

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

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

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

The Council will impose the following financial penalties:

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

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

END OF POLICY

This does not form part of the Draft Policy

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- Katherine Coney, Oxford City Council
- Rachel Shalan, Central Bedfordshire Council
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- Phil Lord, Mansfield District Council
- Rosey Badham, Worcester City Council
- Charlotte Pidgeon, Worcester City Council
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Policy for adoption by local authorities in England

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



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

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

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

In this policy, the term 'corporate landlord' should be read as referring to a body corporate that meets the definition of 'landlord' above.

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

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

- Failure to give a written statement of terms and any other prescribed information under section 16D of the Housing Act 1988.
- Attempting to let a property for a fixed term under section 16E of the Housing Act 1988.
- Attempting to end a tenancy by service of a notice to quit under section 16E of the Housing Act 1988.
- Attempting to end a tenancy orally or requiring that it is ended orally under section 16E of the Housing Act 1988.
- Serving an eviction notice that attempts to end a tenancy outside the prescribed section 8 process under section 16E of the Housing Act 1988.
- Relying on a ground where the landlord does not reasonably believe that the landlord is/will be able to obtain possession under section 16E of the Housing Act 1988.
- Failing to provide a tenant with prior notice that a ground which requires it may be used under section 16E of the Housing Act 1988.
- Failure to give an existing tenant prescribed information about changes made by the Renters' Rights Act 2025 in the prescribed form and timeframe under paragraph 7(2) of schedule 6 to the Renters' Rights Act 2025.
- Discrimination relating to children in the lettings process under section 33 of the Renters' Rights Act 2025.
- Discrimination relating to benefits in the lettings process under section 34 of the Renters' Rights Act 2025.
- Failure to specify proposed rent within a written advertisement or offer under section 56 of the Renters' Rights Act 2025.
- Inviting, encouraging or accepting any offer of rent greater than the stated rate under section 56 of the Renters' Rights Act 2025.

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

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

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

- Unlawful eviction and harassment of occupier under section 1 of the Protection from Eviction Act 1977.
- Continuation of conduct subject to a relevant penalty (under s.16I or s.16K Housing Act 1988) after the 28-day period (or, if appealed, after conclusion of the appeal) where the final notice has not been withdrawn under section 16J of the Housing Act 1988
- Conduct giving rise to liability under s.16I, where within the preceding five years the landlord has either (i) had a relevant penalty (under s.16I or s.16K Housing Act 1988) imposed for different conduct and the final notice has not been withdrawn, or (ii) been convicted under s.16J for different conduct under section 16(J) of the Housing Act 1988.
- Relying on a ground knowing the landlord would not be able to obtain possession or being reckless as to whether they would under section 16J of the Housing Act 1988.
- Breach of restrictions relating to reletting (s16(E)(2) Housing Act 1988) or remarketing (s16(E)(3) Housing Act 1988) a property within restricted period after using Grounds 1 or 1A of Schedule 2 Housing Act 1988 under section 16J of the Housing Act 1988.

- Breach of a banning order under section 21 of the Housing and Planning Act 2016.
- Failure to comply with an Improvement Notice under section 30 of the Housing Act 2004.
- Contravention of an overcrowding notice under section 139 of the Housing Act 2004.
- Failure to obtain a selective licence under section 95 of the Housing Act 2004.
- Failure to obtain an HMO licence under section 72 of the Housing Act 2004.
- Knowingly permitting over-occupation of an HMO under section 72 of the Housing Act 2004.
- Failure to comply with management regulations in respect of HMOs under section 234 of the Housing Act 2004.
- Failure to comply with HMO licence conditions under section 72 of the Housing Act 2004.
- Failure to comply with selective licence conditions under section 95 of the Housing Act 2004.

If a landlord has committed multiple breaches or offences, a separate civil penalty can, and usually will, be imposed for each breach and offence. In each case, the level of any civil penalty imposed will be determined in accordance with this policy.

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

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

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

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

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

The Council has a duty to act fairly, transparently and consistently when assessing civil penalties. To maintain fairness between all landlords, the Council will not give weight to claims advanced as factors that might reduce the amount of a civil penalty unless those claims are supported by evidence that the Council reasonably considers to be relevant, reliable, credible, and sufficient in scope and detail to enable proper assessment of the claim, having regard to the nature of the claim, the information ordinarily available to the landlord, and the need for consistent and fair decision-making. Allowing inadequately evidenced assertions to influence outcomes would risk rewarding those who provide incomplete or misleading information and would create an unfair advantage over

landlords who provide a full and properly evidenced account. Accordingly, the Council expects landlords against whom a civil penalty is being considered to provide all documents and records that would ordinarily exist if their account were accurate. Where such evidence is not provided, and no explanation that the Council considers adequate is given, the Council may draw an adverse inference.

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

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

Statutory Guidance

The Government has issued statutory guidance entitled “Civil penalties under the Renters' Rights Act 2025 and other housing legislation”. The Council has regard to this guidance in the exercise of their functions in respect of civil penalties.

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

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

Culpability and track record of the offender. A higher penalty will be appropriate where the offender has a history of failing to comply with their obligations and/or their actions were deliberate and/or they knew, or ought to have known, that they were in breach of their legal responsibilities.

The harm caused to the tenant. This is a very important factor when determining the level of penalty. The greater the actual harm or the potential for harm, principally to the tenant but also potentially the local community, the higher the penalty should be.

Punishment of the offender. The penalty should, in a way that is fair, both punish the offender and demonstrate the consequences of not complying with their responsibilities.

Deter the offender from repeating breaches or offences. The ultimate goal is to prevent any further offending and help ensure that the offender fully complies with all of their legal responsibilities in future. The level of the penalty should therefore be set at a level that it is likely to have a very significant deterrent effect.

Deter others from committing similar breaches or offences. While the fact that someone has received a civil penalty may not be in the public domain, the civil penalty policy itself will be and local authorities should consider how their formal enforcement activity can be effectively publicised.

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

Remove any financial benefit the offender may have obtained as a result of committing the breach or offence. The principle here is that it should not be in the offender's financial

interest to commit a breach or offence rather than comply, for example that the penalty for breaching licensing conditions in respect of occupancy of a property is less than the additional rent received as a result of the over-crowding. The absence of any financial benefit to the landlord does not mean though that the penalty should be reduced.

Civil Penalties Matrix

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

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

Starting point based of seriousness of the breach or offence

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

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

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

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.

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

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

General approach

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

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

Mitigating factors

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

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

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

Steps taken to remedy the basis of the breach or offence

Non-exhaustive examples include:

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

A high level of cooperation

Non-exhaustive examples include:

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

Acceptance of liability

Non-exhaustive examples include:

- Accepting liability before or within the period for representations.

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

Health circumstances

Non-exhaustive examples include:

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

Diminished culpability (limited responsibility)

Non-exhaustive examples include:

- A joint landlord who has evidenced that compliance arrangements for the subject property were directed and controlled by another joint landlord, and not by them.
- A landlord who became involved only after an unforeseen change in circumstances (such as the death of the previous landlord) and who committed the breach or offence only for a limited period while putting their affairs in order.

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

Aggravating factors

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

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

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

Previous history of non-compliance.

Non-exhaustive examples include:

- Previous successful prosecutions (including relevant spent convictions), previous civil penalties, previous rent repayment orders, previous works in default, previous simple cautions.

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

Non-cooperation with the Council.

Non-exhaustive examples include:

- Failure to comply with notices issued under section 16 of the Local Government (Miscellaneous Provisions) Act 1976, section 235 of the Housing Act 2004, or section 114 of the Renters' Rights Act 2025.
- Failing to provide a substantive response to a letter of alleged offence.
- Failing to attend previously agreed meetings.

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

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

Deliberate intent or negligence when committing the offence.

Non-exhaustive examples include:

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

The number of occupants affected.

Non-exhaustive examples include:

- 3-5 occupants affected.

Duration of non-compliance.

Non-exhaustive examples include:

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

Vulnerability of occupants

Non-exhaustive examples include children and young adults, persons vulnerable by reason of age, disability or sensory impairment, persons with drug or alcohol dependency, victims of domestic abuse, children in care, persons with complex health needs, persons who do not speak English as a first language, victims of trafficking or sexual exploitation, refugees, asylum seekers, and pregnant women.

Financial considerations

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

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

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

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

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

- The last three full tax years full self-assessment tax returns filed with HMRC, including all additional and supplemental pages;
- The last three full tax years' SA302 documents & tax year overviews;
- The last three months' payslips;
- The last three years P60 certificates;
- The last twelve months' Universal Credit payment statements;
- A list of all property assets owned or jointly owned (not limited to rental properties), together with corresponding Land Registry title documents;
- A list of all property assets owned, or held on a long lease, by any corporate entity in which the landlord has a beneficial interest, together with corresponding Land Registry documentation;
- The most recent annual mortgage statement for each property, or the last twelve months' mortgage statements where the mortgage has been in place for less than twelve months;
- Valuation statements for all ISAs held;
- Statements from any cryptoasset exchange accounts showing balances and valuations;
- A list of all shareholdings;
- Recent bank statements for any account holding a balance in excess of £5,000;

- Recent statements for all secured and unsecured loans;
- Bankruptcy orders and official notifications of bankruptcy.

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

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

The totality principle

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

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

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

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

Where a reduction is applied under the totality principle, the Council will ordinarily do so by applying a uniform percentage reduction across all relevant civil penalties being issued at the same time, being those civil penalties that form part of the same totality assessment. Where, however, the application of the totality principle is required to address punitive duplication arising from a shared economic interest between a body corporate and an officer, the Council may apply a differential adjustment to ensure that the overall outcome is just and proportionate.

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

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

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

Protection from Eviction Act 1977 offences

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

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

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

Housing Act 1988 breaches and offences

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

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

Offence-specific mitigating factors:

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

Offence-specific aggravating factors:

- None.

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

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

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

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

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.

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.

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.

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.

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.

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.

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.

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

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

Offence-specific mitigating factors:

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

Offence-specific aggravating factors:

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

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

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

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

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

Housing and Planning Act 2016 offences

Breach of a banning order - section 21(1) of the Housing and Planning Act 2016

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

Offence-specific mitigating factors:

- A single, isolated incident.

Offence-specific aggravating factors:

- Concealment or evasion.

Renters Rights Act 2025 breaches

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

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

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

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

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

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

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

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

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

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

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

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.

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.

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.

Housing Act 2004 offences

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

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

Offence-specific mitigating factors:

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

Offence-specific aggravating factors:

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

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

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- The level of overcrowding present.

Failure to obtain 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.

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
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Offence-specific mitigating factors:

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

Offence-specific aggravating factors:

- The level of over-occupation present.

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

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

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

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

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

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

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

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

Offence-specific mitigating factors:

- The nature and extent of offences within the specific regulation

Offence-specific aggravating factors:

- The nature and extent of offences within the specific regulation
- The landlord has refused to provide any outstanding contact information more than 48 hours after it has been requested by an occupant or on behalf of an occupant.

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

Offence-specific mitigating factors:

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

Offence-specific aggravating factors:

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

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

Offence-specific mitigating factors:

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

Offence-specific aggravating factors:

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

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

Offence-specific mitigating factors:

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

Offence-specific aggravating factors:

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

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

Offence-specific mitigating factors:

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

Offence-specific aggravating factors:

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

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

Offence-specific mitigating factors:

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

Offence-specific aggravating factors:

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

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

Offence-specific mitigating factors:

- The nature and extent of offences within the specific regulation

Offence-specific aggravating factors:

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

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

All granted HMO licences impose a set of conditions on the licence holder. It is important that the licence holder of a licensed property complies with all imposed conditions, but the Council recognises that a failure to comply with certain licence conditions is likely to have a much bigger impact on the safety and comfort of residents than others.

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

Where multiple licence conditions have been breached at a single property, a separate civil penalty will be imposed for each licence condition that has been breached.

Failure to comply with licence conditions related to:

- ***Signage or the provision of information for tenants***
- ***Provision of written terms of occupancy for tenants***

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

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

Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

Failure to comply with licence conditions related to:

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

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

Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

Failure to comply with licence conditions related to:

- ***The provision of documentation regarding energy performance certificates, fire detection and prevention, emergency lighting, carbon monoxide detection, fire risk assessments, gas installations, electric installations and appliances***
- ***Notification of legal proceedings, contraventions and other relevant information that may affect a fit and proper person status***
- ***Procedures and actions regarding ASB***
- ***Carrying out items on a schedule of works in relation to the provision of personal hygiene facilities, kitchen facilities or heating***

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

Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

Failure to comply with licence conditions related to:

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

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

Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

Failure to comply with licence conditions related to:

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

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

Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

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

Notice of intent

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

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

Right to make written representations

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

Decision after the representations period

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

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

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

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

Final notice

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

The final notice will set out:

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

Discount for prompt payment

Where a civil penalty imposed by a final notice is paid in full within the period specified in that notice (normally 28 days beginning with the day after the final notice is given), the Council will apply a discount of 15% to the amount of the civil penalty.

The availability of the discount is conditional upon full payment being received within the specified period. The discount period will not be extended or suspended by the bringing of an appeal. A landlord who chooses to appeal may still benefit from the discount by paying the civil penalty in full within the specified period; however, where payment is not made within that period, the discount will not apply.

Illustrative example of the application of the discount

The landlord of an HMO property fails to obtain a licence. They only operate two HMO properties and there are no other relevant factors or aggravating features. The starting point for the offence under the Council's civil penalties matrix is £17,000.

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

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

Appeals

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

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

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

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

The First-tier Tribunal may invite the parties to consider mediation or another form of alternative dispute resolution. The Council will not generally agree to mediation in relation to the level of a civil penalty, as civil penalties are determined by reference to this Policy to promote fair, consistent, and proportionate outcomes. Agreeing reductions outside the Policy framework would risk undermining consistency and the Council's enforcement objectives.

On determination of an appeal, the Tribunal may:

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

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

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

This does not form part of the Draft Policy

This draft policy was approved and published by ACEHO on Monday 2nd February 2026 as Version 1/WithNoSL/2026.

The primary creation of this document was carried out on behalf of ACEHO by Justice for Tenants, and we gratefully acknowledge the considerable amount of time and effort they devote to this work.

Work to finalise the document was undertaken by the following people on behalf of the ACEHO:

- Katherine Coney, Oxford City Council
- Rachel Shalan, Central Bedfordshire Council
- Joanne Millward, Shropshire Council
- Matthew Savage, City of Lincoln Council
- Hazel Skinner, Tameside Metropolitan Borough Council
- Grace House, London Borough of Camden
- Phil Lord, Mansfield District Council
- Rosey Badham, Worcester City Council
- Charlotte Pidgeon, Worcester City Council
- Paul Thorpe, West Lancashire Borough Council
- Steve March, Dorset Council
- Anna Tankerville, Gateshead Council
- Stacy White, Ashfield District Council
- Helen Buckingham, Jigsaw Team
- Peter Wright – ACEHO Private Sector Housing Lead

We are grateful to the Jigsaw Team, led by Alison Farrar, for facilitating the development of ACEHO branded policies through their online KHUB Group - <https://khub.net/group/jigsaw/group-home>

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Housing, Health, and Community Committee	
Meeting Date	25 th March 2026
Report Title	Temporary Accommodation (TA) Spend – Scrutiny Report
EMT Lead	Emma Wiggins, Director of Regeneration and Neighbourhoods
Head of Service	Charlotte Hudson, Head of Housing and Communities
Lead Officer	Charlotte Hudson, Head of Housing and Communities
Classification	Open
Recommendations	The committee is recommended: 1. To scrutinise the performance report and controls in place to manage the TA budget

1 Purpose of Report and Executive Summary

- 1.1 This report provides the Housing, Health, and Community Committee with an update on the current performance in relation to TA and current budget position, the report also discusses the current risks and controls in place to manage the TA budget.

2 Background

- 2.1 The Council has a Housing Options Improvement Programme (HOIP) in place to manage and control the spend on TA. The costs of TA to Council's are increasing nationally and there is a risk to the overall financial position of the Council if it is not monitored and managed effectively.
- 2.2 The Housing, Health and Communities Committee have made some significant investment in interventions to support the control of the TA budget, the most significant are the TA Purchase Programme and an investment in additional staff to work with enabling clients to move effectively through the system. Both these interventions have been implemented.

Performance Information

Please note that the information in the tables below is the same as previous report in February, as a further reporting period has not been completed.

- 2.3 **Table 2 - Statutory Temporary Accommodation Placements – Total Households on last day of period**

	22/23	23/24	24/25	Q1 25	Q2 25	Q3 25
No. in Statutory TA	337	305	281	273	282	300
SBC Own Stock	3	3	38	44	42	48

Homeless Hostel	8	14	11	8	10	6
Housing Assn	79	84	73	76	81	73
B&B and Nightly Let	247	204	159	145	149	173
No. outside Statutory Duty (RSI Funded)	54	22	23	29	21	21

Table 3 - Statutory Temporary Accommodation Flow (2025/26)

Statutory placements	Households placed in TA	Households left TA	Households at month end
April	15	31	265
May	27	23	269
June	27	23	273
July	32	23	282
August	22	25	279
September	27	24	282
October	21	10	293
November	24	25	292
December	26	18	300

Table 4 - Length of Time in Temporary Accommodation – Over 6 months (2025/26)

Length of time in temporary (6 Months +)	Q1	Q2	Q3	Q4
6 months - 12 months	35	62	81	
12 months - 18 months	50	44	26	
18 months - 2 years	27	25	30	
2 years+	58	74	69	

Table 5 - Temporary Accommodation Purchase Programme – Stock Owned

Number of temporary accommodation units owned by Swale Borough Council	Q1	Q2	Q3	Q4	YTD 25/26
Total	50	53	55		55
<i>Bedroom size</i>					
1 bed	7	7	7		7
2 bed	37	39	39		39
3 bed	6	7	9		9
4 bed	0	0	0		0
<i>Area</i>					
Sittingbourne	39	42	44		44
Sheerness	10	10	10		10
Faversham	1	1	1		1
<i>Property type</i>					
Bungalow	1	1	1		1
Flat	18	18	18		18
House	29	32	34		34
Maisonette	2	2	2		2

Table 6 - Housing Register – Household and Lets

	22/23	23/24	24/25	Q1 25	Q2 25	Q3 25
No. of households on Housing Register	1,433	1,730	1,816	1,884	2,021	2,046
No. of lets through housing register.	297	423	388	116	79	81

Table 7 - Affordable Homes Delivered

	22/23	23/24	24/25	Q1 25	Q2 25	Q3 25
New Affordable Homes	208	289	228	35	28	53

- 2.4 Demand for Housing Options services has remained high during Q4, January is usually a high demand month, but this has continued into February. The reason for presentations remains consistent.
- 2.5 The Housing Register demand is continuing to increase with limited lets becoming available.

Financial Monitoring

- 2.6 The gross external TA costs from April 2025 – February 2026 was £3.39m which is a reduction compared to the same period in April 2024 – February 2025 of £3.74m. This has been attributed to the reduction in the overall no. of households in TA and the use of our own TA during this financial year. However, with the increase in TA households this quarter and this continuing into Q4 there is an anticipated overspend on the TA net costs of circa. 32% on the profiled budget. This is anticipated to be around £400k.
- 2.7 We have now completed Phase 1 of the TA purchase programme, as we are still in the mobilisation period it is difficult to report true running costs and this will be covered in the evaluation report due in the Summer.
- 2.8 Housing salaries are currently underspending by 11%, which gives an underspend of circa. £220k.

Rough Sleeping and Winter Preparedness

- 2.9 We currently have 11 rough sleepers on the street and 23 in accommodation. We are seeing an increasing number of rough sleepers on the street, and this has seen an increase in complaints from the public.
- 2.10 Swale operates like most authorities a Severe Weather Emergency Protocol (SWEP) this is not a statutory duty but is a humanitarian duty. The aim is to minimise harm or death to anyone. We have currently activated SWEP for 30 nights. Work has progressed well to establish a night shelter for next winter to ensure a more enhanced wrap around service for rough sleepers throughout the winter period.
- 2.11 We have again this winter experienced an increase demand on the service due to caravan park closures, we have been approached by 69 households and accommodated 13 households in TA.

Affordable Housing Pipeline

- 2.12 There are currently 623 affordable homes in the pipeline where an RP has been identified, and the site is underway or due to be underway shortly. This is a mixture of s.106 homes and additional delivery.
- 2.13 There are currently 189 affordable homes secured through s.106 agreements but without an RP currently identified.
- 2.13 In addition the Council will be developing 51 affordable homes at Cockleshell Walk.

Risks and Issues

- 2.14 The following have been identified as the current risks and issues:

- Demand for homelessness services across the country is still high and is anticipated to continue.
- Delivery of Affordable Housing remains an issue, despite planning service securing a strong pipeline, there are not RPs prepared to purchase the properties. I am currently unaware if the announcement on additional Affordable Homes Programme will change this position for our local RPs. Homes England are also introducing a fund to enable unviable S.106 sites, this is due to be fully operational in April 2026.
- RPs have scaled back delivery programmes due to viability and capacity within the sector.
- Caravan Park utilisation as a main home remains a concern.
- Renters Rights Act is predicting some landlords exiting the market.
- We are increasingly seeing demand for hospital discharge support and suitable accommodation.
- The reduction in grant funding over the next three years will likely see an impact on service provision, unless alternative funding or service improvement work realises further impacts.

3 Proposals

- 3.1 To scrutinise the performance report and controls in place to manage the TA budget.

4 Alternative Options

- 4.1 None

5 Consultation Undertaken or Proposed

- 5.1 None.

6 Implications

Issue	Implications
Corporate Plan	Health & Housing - To aspire to be a borough where everyone has access to a decent home and improved health and wellbeing. Running the Council - Working within our resources to proactively engage with communities and outside bodies to deliver in a transparent and efficient way
Financial, Resource and Property	This report looks at the performance monitoring in relation to the TA budget.
Legal, Statutory and Procurement	Local housing authorities have a duty to secure accommodation for unintentionally homeless households in priority need under Part 7 of the Housing Act 1996 (as amended). Households might be placed in temporary accommodation pending the completion of inquiries into an application, or they might spend time waiting in temporary

	accommodation after an application is accepted until suitable secure accommodation becomes available.
Crime and Disorder	None at this stage.
Environment and Climate/Ecological Emergency	None at this stage.
Health and Wellbeing	None at this stage.
Safeguarding of Children, Young People and Vulnerable Adults	None at this stage.
Risk Management and Health and Safety	The TA budget has been identified as a corporate risk, due to demand on the service and the budgetary impacts.
Equality and Diversity	None identified at this stage.
Privacy and Data Protection	None identified at this stage.
Local Government Reorganisation	None identified at this stage.

7 Appendices

None

8 Background Papers

8.1 There are no background papers.

Housing, Health, and Community Committee	
Meeting Date	25 th March 2026
Report Title	Cockleshell Walk Social Homes
EMT Lead	Emma Wiggins, Director of Regeneration and Neighbourhoods
Head of Service	Charlotte Hudson, Head of Housing and Communities
Lead Officer	Charlotte Hudson, Head of Housing and Communities
Classification	Open
Recommendations	The committee is recommended: 1. To note the current update on the Cockleshell Walk Project 2. To recommend to Policy and Resources the closure of Swale Rainbow Homes, Local Housing Company. 3. To discuss the future governance arrangements to manage the project.

1 Purpose of Report and Executive Summary

- 1.1 This report provides the Housing, Health, and Community Committee with an update on the Cockleshell Walk Social Homes project and discusses the requirement for changes to the governance arrangements for the project.

2 Background

- 2.1 In [October 2020 Cabinet](#) resolved to set-up a Local Housing Company, Swale Rainbow Homes (SRH) and to loan the company up to £23m to fund the Capital development. This decision was called in by [Scrutiny in November 2020](#).

The principal aims of the Council in undertaking the LHC was to:

- Increase the supply of affordable housing;
- ensure that the solution is financially viable and doesn't place a financial burden on the Council;
- ensure the properties are energy efficient as possible within the financial constraints;
- ensure densities are appropriate for the location and management of any scheme;
- control and influence around what is delivered;
- quality and design standards; and
- acts as exemplar landlord in the rented sector.

- 2.2 This decision was based upon the model produced by Savills and provided a scheme that provided 139 properties of a mix of 1- and 2-bedroom properties, over three sites. The model was developed based upon build costs, provides

allowances to enable energy efficiency standards as well as factoring in whole lifecycle costs of developing, managing, and maintaining the properties.

- 2.3 The detailed modelling was presented to Cabinet and Scrutiny by Savills at the time, it demonstrated a financially viable scheme and based the financing of SRH entirely from the Council with a repayment period within the 50-year period (as per terms of the PWLB at a modelled rate of 3%).
- 2.4 Overall development costs were deemed to be between £20 million and £23 million for all three sites. Since the initial modelling in 2020, there has been significant changes to the UK economy and in particular the construction industry. With significant inflation in materials and labour market shortage, and significant increase in borrowing rates, this has led SRH to review the financial appraisal assumptions of the schemes.
- 2.5 A revised model was developed by the Director of Resources (s.151 Officer) taking into consideration modelled build costs, current interest rates and the intended operating models. Different tenures and therefore rent levels were also considered as part of the modelling. This identified the shortfall in funding for the scheme and levels of external funding that needed to be secured, to make the scheme viable and meet the objectives set out by Cabinet in 2020.

Scheme Design, Planning Permission and Appropriation

- 2.6 To pursue the development SRH appointed consultants Counties and Capital Consulting to take forward the scheme developments and act as Development Managers. The scheme on Cockleshell Walk delivers a policy compliant scheme which consists of 51 homes spread across three residential blocks on the site along with associated landscaping and car parking. The [Planning application](#), provides details of the full scheme. Planning Permission was granted at Planning Committee on the 23rd of May 2024 & Memorandum of Understanding (S106 equivalent) was signed on 18th March 2025.
- 2.7 The land was appropriated for planning purposes by [Policy and Resources on 17th December 2025](#), this effectively stated it was no longer required as a surface carpark and could be used for the development of homes.



Scheme Costs and Grant Funding

- 2.8 The total scheme costs are £12,673,533. This is funded by £6,604,500 Homes England, £943,000 Brownfields Release Fund (BLRF), £1m from S106 affordable housing commuted sums and £250,000 of SBC Reserves as well as £3,876,033 of borrowing.
- 2.9 A funding application was submitted on the 31st March 2023 to the Brownfields Land Release fund (BLRF) for £943k. This fund is in place to deal with site-based infrastructure issues in bringing brownfield site back into use.
- 2.10 An allocation of £6,604,500 has been secured from Homes England Affordable Homes Programme with grant agreements signed on 27th February 2026.
- 2.11 To secure grant funding from Homes England, it was recommended by SRH and agreed by the SRH Shareholder Panel that the Council would be best placed to secure the funding and become an Investment Partner (IP). Therefore, IP status was applied for and in order to hold the homes, SBC is required to be a Registered Provider (RP) via the Regulator of Social Housing (RSH), a critical step allowing funding access
- 2.12 The model has also been updated to assume rental income at social rent levels, due to the grant level this could attract to make the scheme viable.

Build Contract

- 2.13 The Build Contract was considered at [Policy and Resources on 10th September 2025](#), it was agreed to appoint to Company A. However, on finalising the contract Company A noticed an error in their submission and withdrew. The committee decision enabled the Head of Housing and Communities to award to the next suitable alternative tenderer and therefore we have entered into contract with Regiis Holdings for them to build the scheme for SBC at a value of £11,400,818.

Council Governance

- 2.14 Up until now, SRH has taken the lead on the scheme; however, given changes in the financial landscape and the need to access grants, the Council is now better positioned than SRH to continue advancing the scheme. This therefore makes SRH and the associated Shareholder panel surplus to requirements. It is therefore recommended that this Committee recommends to Policy and Resources to disband the Company.
- 2.15 The homes will be held in the Council's general fund and there is no need for a Housing Revenue Account (HRA) to be established with this level of properties.
- 2.16 A revised governance structure will need to be put in place to manage both the construction project and to ensure all the appropriate policies are in place to manage the homes and ensure regulatory compliance.

- 2.17 At officer level a project board has been established and is chaired by the Director for Regeneration and Neighbourhoods. The Committee is asked to discuss how it would like oversight of this work stream, options include:
- Forms part of Housing, Health and Community Committee;
 - A sub-committee is established;
 - A member working group is established.

3 Proposals

- 3.1 To note the current update on the Cockleshell Walk Social Homes Project
- 3.2 To recommend to Policy and Resources the closure of Swale Rainbow Homes, Local Housing Company.
- 3.3 To discuss the future governance arrangements to manage the project.

4 Alternative Options

- 4.1 To continue to run the project through the Local Housing Company, due to the grant funding the Council is now the accountable body. The homes also need to be held by a Registered Provider and for the SRH to be compliant a significant amount of additional work would be needed to diversify the board and evidence competencies, whereas the Council already has a large amount of this in place. There is also administrative costs to running and administering the company.
- 4.2 To not continue with the project, this is not recommended due to the legally binding grant agreement and JCT contract in place to carry out the project.

5 Consultation Undertaken or Proposed

- 5.1 None.

6 Implications

Issue	Implications
Corporate Plan	Health & Housing - To aspire to be a borough where everyone has access to a decent home and improved health and wellbeing. Running the Council - Working within our resources to proactively engage with communities and outside bodies to deliver in a transparent and efficient way
Financial, Resource and Property	The funding for the project has been agreed as part of the capital programme and external funding has been obtained as detailed in the main body of the report.
Legal, Statutory and Procurement	JCT contract is in place for the build contract and legal agreements have been entered into for the grant conditions.

	Policy development is taking place to ensure compliance with the RSH for when the properties will be managed and occupied.
Crime and Disorder	This was considered as part of the design and planning decision.
Environment and Climate/Ecological Emergency	This was considered as part of the design and planning decision.
Health and Wellbeing	The homes that are being built are social homes and will be allocated through the housing register to go to households most in need, suitable and appropriate housing has a direct positive impact on tenants health and wellbeing.
Safeguarding of Children, Young People and Vulnerable Adults	This will form part of the policy framework for RSH.
Risk Management and Health and Safety	Health and Safety has been considered throughout the project and clear accountability for Health and Safety requirements are in place.
Equality and Diversity	None identified at this stage.
Privacy and Data Protection	None identified at this stage.
Local Government Reorganisation	The completion of the construction project will align with the proposed LGR merges, we will therefore work closely with the relevant Councils when the final options are known to ensure future management of the homes is effective.

7 Appendices

None

8 Background Papers

8.1 There are no background papers.

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