



Community Services

Housing and Planning Act 2016

Housing Act 2004

Financial Penalties for Housing Offences

Civil Penalty Policy (Draft)

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Background

The Housing and Planning Act 2016 section 126 and Schedule 9 amended the Housing Act 2004 and introduced the ability for Local Housing Authorities to impose financial penalties (civil penalties) of up to £30,000 per offence as an alternative to prosecution for the following offences under the Housing Act 2004:

- failure to comply with an Improvement Notice (Section 30);
- offences in relation to Licensing of Houses in Multiple Occupation (Section 72);
- offences in relation to Licensing of houses under Housing Act 2004 Part 3, (Section 95);
- offences of contravention of an Overcrowding Notice, (Section 139(7));
- failure to comply with management regulations in respect of HMOs. (Section 234).
- Additional powers were included within The Electrical Safety Standards Regulations 2020 to impose penalties for offences under section 3 of the regulations relating to failure to obtain electrical safety certificates for private rented properties
- Multiple penalties can be imposed on the same person for different offences committed at the same time, but not where a single occurrence results in breaches of two or more enactments.
- Penalties can be imposed on two or more persons in respect of the same offence such as where a HMO licence holder and the HMO manager are both culpable for breaches of HMO Management Regulations.

Decision

The decision to issue a financial penalty comprises two stages:

1. to determine whether a financial penalty is an appropriate sanction in accordance with this Enforcement Policy, and, if appropriate
2. to determine the level of the proposed financial penalty.

If the decision is to impose a financial penalty, a notice of intention must be served stating the amount of the proposed penalty, the reasons for its imposition and information about the right to make representations.

After the expiry of the period for representations the matter must be reviewed, and a decision taken whether to confirm the penalty and if so whether to confirm, reduce or increase the amount of the penalty.

A Final Notice is then given, which requires payment of the penalty within 28 days. The recipient of a penalty has the right to make an appeal to a First-tier Tribunal (Property Chamber) Residential Property within 28 days against the imposition or the amount of the penalty.

Statutory guidance issued by the Ministry of Housing Communities and Local Government in April 2017 sets out the following factors which must be taken into account when deciding on the appropriate level of penalty:

- a) **Severity of the offence.** The more serious the offence, the higher the penalty should be.

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- b) **Culpability and track record of the offender.** A higher penalty will be appropriate where the offender has a history of failing to comply with their obligations and/or their actions were deliberate and/or they knew, or ought to have known, that they were in breach of their legal responsibilities. Landlords are running a business and should be expected to be aware of their legal obligations.
- c) **The harm caused to the tenant.** This is an important factor when determining the level of penalty. The greater the harm or the potential for harm (this may be as perceived by the tenant), the higher the amount should be when imposing a financial penalty.
- d) **Punishment of the offender.** A financial penalty should not be regarded as an easy or lesser option compared to prosecution. While the penalty should be proportionate and reflect both the severity of the offence and whether there is a pattern of previous offending, it is important that it is set at a high enough level to help ensure that it has a real economic impact on the offender and demonstrates the consequences of not complying with their responsibilities.
- e) **Deter the offender from repeating the offence.** The ultimate goal is to prevent any further offending and help ensure that the landlord fully complies with all of their legal responsibilities in future. The level of the penalty should therefore be set at a high enough level such that it is likely to deter the offender from repeating the offence.
- f) **Deter others from committing similar offences.** While the fact that someone has received a financial penalty will not be in the public domain, it is possible that other landlords in the local area will become aware through informal channels when someone has received a financial penalty.

An important part of deterrence is the realisation that:

- 1) the local housing authority is proactive in levying financial penalties where the need to do so exists, and
 - 2) that the level of financial penalty will be set at a high enough level to both punish the offender and deter repeat offending.
- g) **Remove any financial benefit the offender may have obtained as a result of committing the offence.** The guiding principle here should be to ensure that the offender does not benefit as a result of committing an offence, i.e. it should not be cheaper to offend than to ensure a property is well maintained and properly managed.

Burden of Proof

The same criminal standard of proof is required for a financial penalty as for prosecution. This means that before taking formal action, a local housing authority should satisfy itself that if the case were to be prosecuted in the magistrates' court, there would be a realistic prospect of conviction. In order to actually achieve a conviction in the magistrates' court, the local housing authority would need to be able to demonstrate beyond reasonable doubt that the offence has been committed. Similarly, where a civil penalty is imposed and an appeal is subsequently made to the First-tier Tribunal, the local housing authority would need to be able to demonstrate beyond reasonable doubt that the offence had been committed. In order to achieve this evidential level, any offence considered for imposition of financial penalty must receive the same level of investigation, including, where appropriate, interviews under caution of persons suspected of committing an offence

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and the gathering of intelligence from appropriate sources as would be carried out in respect of a case being considered for prosecution or similar actions.

Income from Financial Penalties

Income received from a financial penalty can be retained by the local housing authority provided that it is used to further the local housing authority's statutory functions in relation to their enforcement activities covering the private rented sector.

The Process

Enforcement Decision *See Annex One*

The Council's corporate Enforcement Policy will be taken into account throughout the consideration of whether to impose Financial Penalties.

The first stage in the process will be the Enforcement Decision, which is taken by reference to a set of matrices which, taking into account several factors relating to the severity of the offence(s) accumulates a score, which, when set against four severity bands results in action ranging from service of notices through carrying out works in default, imposition of financial penalties to prosecution and other sanctions such as revocation of HMO licences and banning orders against repeat offenders.

Once a decision has been taken to proceed to imposition of Financial Penalties those penalties will, having regard to the statutory guidance, be determined by reference to the following process: -

Banding Assessment *See AnnexTwo*

The offence will be assessed against a series of parameters corresponding with the following 6 bands: -

- Band 1 Low culpability/ Low harm
- Band 2 Medium culpability/ Low harm
- Band 3 Low culpability/ Medium harm or High culpability/ Low harm
- Band 4 Low culpability/ High harm or Medium culpability/ Medium harm
- Band 5 Medium culpability/ High harm
- Band 6 High culpability/ High harm

A series of parameters has been developed for each specific offence defining the matters to be taken into account in determining the appropriate band for each offence.

Penalty Assessment *See AnnexThree*

Each band relates to a range of penalties and an assumed starting point (ASP) as follows:-

Band	Culpability/Harm	Range	Assumed Starting Point
1	Low/Low	£ 0-£4,999.00	£ 2,499.50
2	Medium/Low	£ 5,000.00 - £ 9,999.00	£ 7,499.25

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3	Medium/Low High/Low	£ 10,000.00 - £ 14,999.00	£ 12,498.67
4	Low/ High Medium/Medium	£ 15,000.00 - £ 19,999.00	£ 17,499.13
5	Medium/High High/Medium	£ 20,000.00 - £ 24,999.00	£ 24,999.10
6	High/High	£ 25,000.00 - £25,000.00	£ 27,499.80

Having identified the ASP for the offence, aggravating and mitigating factors are considered as follows, a sum of £1000 being added to the ASP for each aggravating factor or deducted for each mitigating factor: -

Aggravating Factors

Previous formal action
Motivated by financial gain

Negligent, deliberate concealment
of evidence
Lack of co-operation/communication
Other: - e.g. Obstruction

Mitigating Factors

No previous/relevant convictions
High level of co-operation/effective
communication
Medical conditions/disability/immaturity

Voluntary action taken to address problem

Other: - e.g. Good character/exemplary
conduct

Income/Asset Check

Where information is available an income/asset check may be carried out which takes into consideration the following: -

Factor	Effect
Other income > £25,000	10.00%
Other Income < £25,000	5.00%
In receipt of benefit	-1.00%
Not in receipt of benefit	10.00%
Rental Income > £3,000	10.00%
Rental Income < £3,000	-5.00%
Property value above local average	10.00%
Property value below local average	-5.00%
No mortgage	10.00%

and may result in further deductions and/or additions to the penalty.

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To encourage prompt payment of penalties (within 28 days) a discount is proposed to be offered as follows: -

Penalty Range	Discount
Up to £10,000.00	10%
£10,000.00 - £20,000.00	15%
£20,000.00 - £30,000.00	20%

The calculated figures will be rounded up to the next £10 to arrive at the final full and discounted penalty amounts.

Payment by Instalments

It is proposed to offer the opportunity to pay the penalty by means of ten instalments, paid monthly by direct debit, subject to payment of the first instalment being received in cleared funds within 28 days and submission of a request to pay by instalments including an acknowledgement of liability.

Notice of Intent

Having determined that a financial penalty should be imposed on a person in respect of an offence, a Notice of Intent to impose a financial penalty must be given to that person. The notice of intent must be given no later than 6 months after the authority has sufficient evidence of the conduct to which the penalty relates, or at any time when the conduct is continuing.

Content of Notice of Intent

The notice of intent must set out:

- the amount of the proposed financial penalty;
- the reasons for proposing to impose the penalty; and
- information about the right of the landlord to make representations.

Representations

The recipient of a Notice of Intent is given the opportunity to make representations with respect to the imposition of the penalty within 28 days of the giving of the notice. A representation form will be provided with every Notice of Intent to give guidance indicating factors which may be considered and to ensure that appropriate supporting information is given.

Determination

After the expiry of the representation period, consideration will be given to any representations received and a decision will be taken as to whether to proceed with imposition of the Penalty as proposed, to reduce or increase the penalty or not to proceed.

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Final Notice

If it is decided to impose a penalty, whether or not at the same amount as the Notice of Intent, a Final Notice must be given to the person requiring payment of the penalty within 28 days.

Content of Final Notice

The final notice must set out:

- the amount of the financial penalty;
- the reasons for imposing the penalty;
- information about how to pay the penalty;
- the period for payment of the penalty (28 days);
- information about rights of appeal (to a First Tier Tribunal (Property Chamber) Residential Property); and
- the consequences of failure to comply with the notice.

Appeals

In the event of an appeal to the First Tier Tribunal being made within 28 days of the giving of the Final Notice, the notice is suspended until such time as the appeal is determined.

The opportunity to pay a reduced penalty is lost if an appeal is made, as the Tribunal will ultimately determine the amount of penalty (if any) to be paid.

Recovery of Unpaid Penalties

Where the recipient of a Final Notice fails to pay a civil penalty, the Council may refer the case to the county court for an order of that court. If necessary, the local housing authority may use county court bailiffs to enforce the order and recover the debt.

A certificate signed by the of the Council's Chief Finance Officer, which states that the amount due had not been received by a specified date, will be treated by the courts as conclusive evidence of that fact.

Other Relevant Actions

Works in Default

In appropriate cases, such as failure to comply with an Improvement Notice, works in default can be carried out in addition to imposing a financial penalty.

Database of Rogue Landlords

Where a landlord receives two or more civil penalties over a 12-month period, local housing authorities may include that person's details in the database of rogue landlords and property agents. While it is not compulsory, local housing authorities are strongly encouraged to do so. This will help ensure that other local housing authorities are made aware that formal action has been taken against the landlord.

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HMO Licence

If a landlord receives a civil penalty, that fact can be taken into account if considering whether the landlord is a fit and proper person to be the licence holder for a House in Multiple Occupation or any other property subject to licensing

Rent Repayment Orders

If a landlord receives a civil penalty, the tenants may be able to apply to a First Tier Tribunal for a Rent Repayment Order which requires repayment of up to twelve months' rent. The local authority may make such an application where rent has been paid through housing benefit or universal credit

Annex One

Example of Enforcement Decision Matrix for Unlicensed HMO Offence

Unlicensed HMO			
Property Address			
Officer			
Date of assessment			
Unlicensed HMO for more than 6 months	-25	0	0
Unlicensed HMO for less than 6 months	-20	0	0
Unlicensed HMO - Failed to renew	-25	0	0
Total number of adults (-1 for each occupant)	-1	0	0
Children (under 18 years)	-10	0	0
High risk HMO - No AFD or Protection - overcrowding	-20	0	0
Medium risk - Limited AFD - poorly managed and	-15	0	0
Low Risk - Otherwise well managed - AFD working	-5	0	0
Prior informal interventions	-10	0	0
Other unlicensed HMO's (per HMO)	-5	0	0
Prior convictions/caution for housing related offences	-20	0	0
Submitted valid application within 2 weeks	5	0	0
Tenants behaviour	0	0	0
Landlord does not need chasing – communication is	5	0	0
Agents can demonstrate owners are poor	5	0	0
Owners can demonstrate agents are poor	5	0	0
Total			0

Advisory letter
Invitation to license
Notification of breaches
Warning letter
Invitation to license
Notification of breaches
Financial Penalty - Refer to FP Matrix
Financial Penalty - Refer to FP Matrix
Prosecution
Review other licences held
Band 1 = + to -10
Band 2= -11 to -30
Band 3= -31 – to -40
Band 4 = Greater than -41
Insert 1 in grey boxes where applicable
Insert no of occupants/properties in salmon boxes

Example of a completed Enforcement Decision Matrix for multiple HMO management breaches

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Management Regulations Breaches			
Property Address			
Officer			
Date of assessment			
Unlicensed	-20	0	
Period of non-compliance (per 28 days)	-5	2	-10
Number of adults (-1 per adult)	-1	5	-5
Children (under 18 years)	-10	0	0
Fire Safety breaches (per offence)	-5	3	-15
Other Management Reg breaches (per offence) (EXC Fire)	-1	3	-3
Other properties with noteworthy management reg breaches (-5 per property)	-5	0	0
Prior informal interventions	-10	0	0
Prior convictions/caution for housing related offences	-20	0	0
Breaches exacerbated by tenants' behaviour	5	0	0
Satisfactory management arrangements	5	0	0
Landlord does not need chasing – communication is effective	5	0	0
50% or more breaches potentially due to tenant damage	5	0	0
Total		-33	

Advisory letter

Notify breaches

Warning letter

Notify breaches

Financial Penalty - Refer to FP matrix

Financial Penalty - Refer to FP Matrix

Prosecution

Review other licences held

Band 1 = + to -10

Band 2= -11 to -30

Band 3= -31 – to -40

Band 4 = Greater than -41

Insert 1 in grey box where applicable

Insert no of periods/occupants/properties/breaches in salmon boxes

The result indicates band three- financial penalty

Annex Two

Example of Banding Assessment

The officer selects the band most appropriate for the case

The process includes banding assessments for all offences subject to financial penalties

IMPROVEMENT NOTICE

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Failure to comply with Improvement Notice

Band 1 Low culpability/ Low harm

Culpability Notice complied with after expiry date and before interview date.

Harm Up to 3 separate hazards **not including** lack of heating and/or hot water, extensive damp and mould, extensive fire hazards, absence of amenities (especially in HMO), extensive fire hazards, severe and imminent structural/falling elements hazard. No vulnerable occupants.

Band 3 Low culpability/ Medium harm

Culpability Notice complied with after expiry date and before interview date

Harm More than 3 separate hazards **not** including lack of heating and/or hot water, extensive damp and mould, extensive fire hazards, absence of amenities (especially in HMO), extensive fire hazards, severe and imminent structural/falling elements hazard. Any vulnerable occupants not directly affected by hazards

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Band 4 Low culpability/ High harm

Culpability Notice complied with after expiry date and before interview date

Harm Hazards include lack of heating and/or hot water, extensive damp and mould, extensive fire hazards, absence of amenities, severe and imminent structural/falling element hazard. Vulnerable occupants affected by hazards

Band 2 Medium culpability/ Low harm

Culpability Notice not complied with by interview date but clear commitment and proof of order to complete works within agreed time presented at interview

Harm Up to 3 separate hazards **not** including lack of heating and/or hot water, extensive damp and mould, extensive fire hazards, absence of amenities (especially in HMO), extensive fire hazards, severe and imminent structural/falling elements hazard. No vulnerable occupants.

Band 4 Medium culpability/ Medium harm

Culpability Notice not complied with by interview date but clear commitment and proof of order to complete works within agreed time presented at interview

Harm More than 3 separate hazards **not including** lack of heating and/or hot water, extensive damp and mould, extensive fire hazards, absence of amenities (especially in HMO), severe and imminent structural/falling elements hazard . Any vulnerable occupants not directly affected by hazards

Band 5 Medium culpability/ High harm

Culpability Notice not complied with by interview date but clear commitment and proof of order to complete works within agreed time presented at interview

Harm Hazards include lack of heating and/or hot water, extensive damp and mould, extensive fire hazards, absence of amenities (especially in HMO), severe and imminent structural/falling element hazard. Vulnerable occupants affected by hazards

Band 3 High culpability/ Low harm

Culpability Notice not complied with and no commitment to comply. Failure to respond to correspondence or failure to attend interview. Efforts/threats to evict tenants.

Harm Up to 3 separate hazards **not** including lack of heating and/or hot water, extensive damp and mould, extensive fire hazards, absence of amenities (especially in HMO), extensive fire hazards, severe and imminent structural/falling elements hazard. No vulnerable occupants.

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Band 5 High culpability/ Medium harm

Culpability Notice not complied with and no commitment to comply. Failure to respond to correspondence or failure to attend interview. Efforts/threats to evict tenants.

Harm More than 3 separate hazards **not** including lack of heating and/or hot water, extensive damp and mould, extensive fire hazards, absence of amenities (especially in HMO), severe and imminent structural/falling elements hazard . Any vulnerable occupants not directly affected by hazards

Band 6 High culpability/ High harm

Culpability Notice not complied with and no commitment to comply. Failure to respond to correspondence or failure to attend interview. Efforts/threats to evict tenants

Harm Hazards include lack of heating and/or hot water, extensive damp and mould, extensive fire hazards, absence of amenities (especially in HMO), severe and imminent structural/falling element hazard. Vulnerable occupants affected by hazards

Other Relevant Factors

Retain only the relevant factors below as pertinent to the case

Aggravating Factors

Previous formal action
Motivated by financial gain
Negligent, deliberate concealment of evidence
Lack of co-operation/ communication
Other - e.g. Obstruction

Mitigating Factors

No previous/relevant convictions
High level of co-operation/ communicating effectively
Medical conditions/ disability/ immaturity
Voluntary action taken to address problem
Other - e.g. Good character/exemplary conduct

Annex Three

Penalty Assessment Matrix

The example shows the calculation of penalty for a band 4 offence (low culpability/high harm) where the offender is judged as being motivated by financial gain and has failed to co-operate with enforcement, which are considered aggravating factors, but has no previous convictions, a mitigating factor.

The rental income for the property in question is known to exceed £3000 and land registry records show no mortgage on the property. The resultant penalty is £ 22,198.95, which rounds up to £22,000.00 or a reduced penalty of £19,979.06 (£19,980.00) if paid within 28 days.

Tewkesbury Borough Council Financial Penalties Matrix

1.00

Name				
Property Address				
Offence				
Officer				
Date of assessment				
		Enter 1 in grey box to select		
Level of Culpability/Harm	Band	Range		
Low Culpability / Low Harm	1	£0.00 to	£4,999.00	
ASP (Assumed Starting Point)		50.0%		£0.00
Medium Culpability/Low Harm	2	£5000 to	£9,999.00	
ASP		75.00%		£0.00
Low Culpability / Medium Harm	3	£10000 to	£14,999.00	
ASP		83.33%		£0.00
High Culpability/ Low Harm	3	£10000 to	£14,999.00	
ASP		83.33%		£0.00
Low Culpability/High Harm	4	£15,000 to	£19,999.00	
ASP		87.50%	1	£17,499.13
Medium Culpability/Medium Harm	4	£15,000 to	£19,999.00	
ASP		87.50%		£0.00
Medium Culpability/High Harm	5	£20,000 to	£24,999.00	
ASP		90.00%		£0.00
High Culpability/ Medium Harm	5	£20,000 to	£24,999.00	
ASP		90.00%		£0.00
High Culpability/ High Harm	6	£25,000 to	£30,000.00	
ASP		91.67%		£0.00
Culpability and Harm Combined				£17,499.13

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Aggravating Factors				
Previous formal action		£1,000.00		£0.00
Motivated by financial gain		£1,000.00	1	£1,000.00
Negligent, deliberate concealment of evidence		£1,000.00		£0.00
Lack of co-operation/ communication		£1,000.00	1	£1,000.00
Other - eg. Obstruction		£1,000.00		£0.00
Mitigating Factors				
No previous/relevant convictions		£1,000.00	1	£1,000.00
High level of co-operation/ communicating effectively		£1,000.00		£0.00
Medical conditions/ disability/ immaturity		£1,000.00		£0.00
Voluntary action taken to address problem		£1,000.00		£0.00
Other - Eg. Good character/exemplary conduct		£1,000.00		£0.00
SUB TOTAL				1,000.00
TOTAL BEFORE INCOME/ASSET CHECK				18,499.13
INCOME/ ASSET CHECK				
Other income > £25,000		10.00%		0.00
Other Income < £25,000		5.00%		0.00
In receipt of benefit		-1.00%		0.00
Not in receipt of benefit		10.00%		0.00
Rental Income > £3,000		10.00%	1.00	1,849.91
Rental Income < £3,000		-5.00%		0.00
Property value above local average		10.00%		0.00
Property value below local average		-5.00%		0.00
No mortgage		10.00%	1.00	1,849.91
TOTAL FINANCIAL PENALTY				22,198.95
Prompt payment discount at 10% if under £10,000,15% £10,000-£20,000,20% over £20,000				2,219.90
Discounted penalty payment				19,979.06
				Rounded up results £22,200.00
				£19,980.00

Band 1 = £0 to £4,999 ASP £2,500 Low Culpability/Low Harm

Band 2 = £5,000 to £9,999 ASP £7,500 Medium Culpability/Low Harm

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Band 3 = £10,000 to £14,999 ASP £12,500	Low Culpability/Medium Harm OR High Culpability/Low Harm
Band 4 = £15,000 to £19,999 ASP £17,500	Low Culpability/High Harm OR Medium Culpability/Medium Harm
Band 5 = £20,000 to £24,999 ASP £22,500	Medium Culpability/High Harm OR High Culpability/Medium Harm
Band 6 = £25,000 to £30,000 ASP £27,500	High Culpability/High Harm

Worked Examples

The following are three worked examples to illustrate the level of penalty which might typically be imposed

Case 1 Unlicensed HMO

Case overview

The property is a three storey, mid-terraced house comprising of two rooms, one used as a bedroom and the other a shared living room and outshot rear kitchen on the ground floor, two bedrooms and a shared bathroom on the first floor and two bedrooms on the second floor.

The property is let to five individual tenants by the owner.

None of the tenants has a written tenancy agreement and rents are paid direct to the landlord in cash weekly. No receipts are given for the rents. Tenants have only a mobile phone number as a means of contacting the owner other than on his weekly visits to collect rent.

Gas, electricity, council tax and water charges are paid by the landlord, but the electricity has a pre-payment meter which has to be topped up by the tenants who then recover the cost by deduction from their rent.

None of the tenants receive housing benefit.

There are just two, battery operated smoke alarms, in the ground floor entrance hall and first floor landing. At the time of inspection neither appeared to be in working order.

There are no fire doors provided anywhere in the premises.

The kitchen has sufficient worksurfaces and storage space and has a sink and drainer, four ring cooker and a microwave and one upright fridge/freezer. The equipment is worn and dirty.

The bathroom has a bath with electric shower over, WC and wash basin.

Heating is by gas central heating with radiators in all bedrooms, the shared living room and the bathroom, but none in the kitchen or the entrance hall or landings. The boiler and controls are in a locked cupboard accessible only by the landlord and tenants reported that the heating is only switched on for one hour in the morning and four hours in the evening during autumn and winter months and not at all from April to October.

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All tenants had lived in the property for at least four years at the time of inspection, whilst two had been residents for six and seven years and reported that there had always been at least three other residents throughout their tenancies.

During a PACE interview, the landlord admitted that the property had been occupied as a HMO for at least six years but only admitted to the five residents and therefore licensable for four years.

Despite claiming not to have been aware of the need for licensing, it was discovered that the landlord held HMO licences in other areas.

The owner was invited to submit an application and of the management regulation breaches within seven days of the inspection and subsequently attended a PACE interview four weeks after the inspection. The owner submitted a HMO Licence application the day before the interview.

At the PACE interview, the owner acknowledged the offences but offered no defence or mitigation, but stated that an information notice had been placed in the property containing all the required details, that arrangements had been made for installation of fire alarm and fire doors and quotes were being sought for renewal of the kitchen units..

Penalty level (low culpability/low harm)

£3500 reduced to **£2800** if paid within 28 days

Case 2 Breaches of HMO Licence Conditions

Case Overview

This case is the same property as case 1, an unlicensed HMO which also has a number of management breaches, which were not taken into account in assessing the penalty for the failure to license the HMO.

Breaches

Reg 3 – Failure to display manager’s details (remedied by date of PACE interview)

Reg 4-Safety Measures - absence of adequate fire alarms and fire doors (ordered by date of PACE interview and completed eight weeks after the inspection date)

Reg 7- Failure to maintain common parts - Kitchen equipment worn and dirty (quotes awaited for renewal of kitchen at date of PACE interview and works completed twelve weeks after date of inspection)

Penalty levels

Reg 3 (low culpability/low harm)

£3500 reduced to **£2800** if paid within 28 days

Reg 4 (low culpability/high harm)

£13,500 reduced to **£11,480** if paid within 28 days

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Reg 7 (low culpability/low harm)

£3500 reduced to **£2800** if paid within 28 days

Application of the principle of totality to ensure that the overall penalty is not excessive would result in imposition of only the higher of these three penalties being imposed.

Case 3 Failure to comply with Improvement Notice

The property is a two-storey, end-terraced house comprising of two living rooms and outshot rear kitchen on the ground floor, two bedrooms and a bathroom on the first floor.

The owner had failed to comply with an Improvement Notice requiring repairs to a leaking roof, replacement of three timber single glazed window frames, replacement of a bedroom ceiling affected by water damage due to the leaking roof and repairs to two electrical sockets.

The owner had a record of failure to comply with Improvement Notices on two previous occasions at different properties, previous enforcement having been by carrying out works in default and had been issued with a caution following PACE interview relating to a different property approximately twelve months prior to the current offence.

Some unsuccessful and inadequate attempts had been made by the landlord to carry out works following a PACE interview conducted four weeks after expiry of the Improvement Notice. No further progress had been made a further four weeks after expiry of the notice and around 80% of the works remained outstanding including category 1 hazards.

With no clear indication that the works would be satisfactorily completed by the landlord it was decided to carry out works in default and in view of the landlords previous failures to proceed to an enforcement decision, there being sufficient evidence to support prosecution or financial penalties

Penalty level (high culpability/medium harm)

£24,500 reduced to **£22,050** if paid within 28 days