Housing Enforcement Policy 2026

Tenancy reforms under the Renters' Rights Act 2025

Housing Needs

THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA

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1. Introduction

1.1 The Renters' Rights Act 2025 introduced a new tenancy system for renting in England and a new enforcement framework for local housing authorities.

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

1.3 Section 107 of the Renters' Rights Act 2025 imposes a duty on the Council to enforce the landlord legislation in its area. For the purpose of this policy, the landlord legislation comprises:

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

1.4 Section 110 of the 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.

1.5 The Council's enforcement role under this policy arises from duties and powers created by Parliament through the Renters' Rights Act 2025 and associated legislation.

1.6 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.

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

2. Aims of the policy

2.1 The policy supports landlords to comply with their responsibilities and enables the Council to take a proportionate and reasonable approach to enforcement where this is necessary.

2.2 The purpose of this enforcement policy is to provide guidance for officers to ensure that enforcement action is taken in line with the Council's statutory duties and relevant statutory guidance.

2.3 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.

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

2.5 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.

2.6 The Council will exercise its functions in accordance with the Human Rights Act 1998, the Equality Act 2010 (including the Public Sector Equality Duty), and the General Data Protection Regulation.

2.7 This policy complements existing housing related enforcement policies:

- Environmental Health Enforcement Policy is the Council's overarching enforcement policy which covers various non-housing issues and housing related issues, such as private sector housing and trading standards
- Private Sector Housing Enforcement Policy sits under the above overarching enforcement policy, and covers poor housing conditions and deficient property management in the private rented sector

- Enforcement undertaken by Trading Standards in relation to the Tenant Fees Act 2019, such as tenant fees, money protection schemes and advertising, falls under the above overarching enforcement policy and specifically the London Lettings Enforcement Policy
- Licensing Policy for Houses in Multiple Occupation (HMOs) sets out the Council's policy for delivering the mandatory HMO licensing scheme and the borough-wide additional licensing scheme, which are administered and enforced by the Private Sector Housing Team

3. Approach to enforcement

3.1 The Council acknowledges that most landlords in the borough provide good quality homes and services to tenants, and the private rented sector has a vital role to play in meeting the housing needs and aspirations of its residents. The Council wants to support responsible landlords to raise housing standards.

3.2 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. Where landlords do not comply with their legal responsibilities, the Council is expected to take appropriate enforcement action in accordance with its statutory duties and powers.

3.3 The Council's role is to administer and enforce the legislative framework established by Parliament. The enforcement powers and duties described in this policy arise from national legislation, and the Council is required to have regard to relevant statutory guidance issued by the government when exercising those functions.

3.4 Council officers will often investigate and identify the need to take enforcement action 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 so that action is taken in accordance with appropriate policies.

3.5 The Council seeks to support responsible landlords to comply with their legal obligations. Where a breach of the landlord legislation is identified, the Council will determine whether informal action or formal enforcement action is the most appropriate and proportionate response in the circumstances of the case.

3.6 Informal action will often be appropriate where the breach is capable of being remedied, the landlord is willing to engage, and there is no significant risk to occupiers.

3.7 Formal enforcement action may be taken as the initial response where the breach is serious, deliberate, repeated, involves a risk to occupiers, or where informal action would not achieve an appropriate outcome.

3.8 Where the Council decides that informal action is appropriate in the first instance, but the landlord fails to resolve the matter within a reasonable period or specified timescale, the Council will take formal enforcement action.

3.9 All enforcement action will be proportionate and appropriate to the circumstances of the case.

Informal action

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

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

Formal action

3.12 The following formal enforcement action is available to the Council under this policy:

Prosecution

3.13 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 along with the Full Code Test.

3.14 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.

3.15 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

3.16 This section relates exclusively to civil financial penalties issued by the Council for breaches of the below housing law.

3.17 The Council has the power to impose a civil financial penalty for the following:

- Unlawful eviction and harassment of an occupier as defined under the Protection from Eviction Act 1977
- 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

3.18 Civil financial penalties in respect of these offences operate according to the civil penalties policy at Appendix 1.

Rent repayment orders

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

3.20 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.

3.21 This power may be considered in cases involving serious or repeated conduct, and where there is sufficient evidence for a successful application to the First-tier Tribunal. The Council will exercise this power on a case-by-case basis, having regard to the seriousness of the offence and all the circumstances of the case.

3.22 The qualifying offences are:

- Unlawful eviction and harassment of an occupier as defined under the Protection from Eviction Act 1977
- Using violence to secure entry [section 6(1) of the Criminal Law Act 1977]
- Knowingly or recklessly misusing a possession ground [section 16J(1) of the Housing Act 1988]
- Letting or marketing of a property within 12 months of using the 'moving in' or 'selling' ground of eviction [section 16J(2) of the Housing Act 1988]
- Continuous breach of certain tenancy reform requirements [section 16J(3) of the Housing Act 1988]

3.23 An application for a Rent Repayment Order 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.

3.24 Section 49 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 specialist organisation.

Banning orders

3.25 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

3.26 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

Rogue landlord database

3.27 The Council may, on a case-by-case basis, share details of relevant enforcement actions with the Greater London Authority (GLA)'s Rogue Landlord and Agent Checker. In deciding whether to share information, the Council will have regard to the seriousness of the conduct, whether formal action has concluded, and whether disclosure is proportionate in all the circumstances. There is no presumption in favour of disclosure.

Costs and charges

3.28 The Council incurs costs in carrying out its functions. Where legislation allows and where the Council considers it proportionate to do so, it may seek to recover reasonable costs and expenses associated with its enforcement. Any decision to seek recovery of costs will take into account the nature and seriousness of the breach, the conduct of the landlord, and whether recovery is appropriate in all the circumstances.

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

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

4. Investigatory powers

4.1 Where an officer suspects an offence and intends to interview an individual under caution, the Council will comply with the Police and Criminal Evidence Act 1984 (PACE).

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

Power to investigate

4.3 Section 114 of the 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.

4.4 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. For the purpose of this policy, 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
- Chapter 3 of Part 1 of the Renters' Rights Act 2025

4.5 Failure to comply with a section 114 notice is an offence under section 131 of the Renters' Rights Act 2025, as is being obstructive and intentionally or recklessly making false or misleading statements in response to a section 115 notice.

4.6 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 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
- Chapter 3 of Part 1 of the Renters' Rights Act 2025

4.7 Where an individual has not complied with a section 115 notice, section 116 of the 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.

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

4.9 Section 16 of the Local Government (Miscellaneous Provisions) Act 1976 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.

Entry to premises

4.10 Section 118 of the 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 section 122 – section 123 of the Renters' Rights Act 2025. This power will be exercised without a warrant.

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

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

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

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

4.14 Section 126 of the 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.

5. Contacting the Council

5.1 Contact may be made with the Council about any matters listed here.

5.2 The Housing Solutions Team within Housing Needs deal with most tenancy relations matters, including helping residents who are at risk of becoming homeless and ensuring landlords follow the correct eviction process. Their contact details are **housingsolutions@rbkc.gov.uk** and 020 7361 3008. You can also make contact through an online form: **www.rbkc.gov.uk/housing/homelessness/housing-assistance-online-form.**

5.3 Trading Standards within Environmental Health deal with matters relating to fees that may be charged to tenants, display of fees, permitted fees, membership to client money protection/redress schemes and the advertising/misleading descriptions associated with lettings. Their contact details are **trading.standards@rbkc.gov.uk** and 020 7361 3002.

5.4 These teams can be contacted by post at Royal Borough of Kensington and Chelsea, Kensington Town Hall, Hornton Street, London W8 7NX.

6. Complaints

6.1 You may make a complaint to the Council about any matters listed here. You can do this by email at **complaints@rbkc.gov.uk,** by telephone on 020 7361 2060, or through the online form at **www.rbkc.gov.uk/contact-us/complaints-comments-and-compliments.**

6.2 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.

6.3 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.

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

1. Introduction

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

1.2 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.

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

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

1.5 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

1.6 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 (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

1.7 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.

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

1.9 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.

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

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

1.12 The statutory guidance states that civil penalties should remove any financial benefit arising from non-compliance and act as a deterrent to offending. 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.

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

1.14 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.

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

2. Statutory guidance

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

2.2 The statutory guidance requires local authorities to have regard to the following factors when determining the level of a civil penalty:

- **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.
  Where a civil penalty is imposed, it will be set at a level that is proportionate to the breach and the circumstances of the individual case, having regard to the statutory factors set out in this policy.

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

3. Civil penalties matrix

3.1 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; and 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

Step 1: Starting point based on seriousness of the breach or offence

3.2 The Ministry of Housing, Communities and Local Government has provided statutory guidance that prescribes starting points for all breaches and offences based on the seriousness of the breach or offence.

Step 2: Adjustment for factors relating to the type of landlord; size and type of portfolio controlled, owned or managed; and experience of the landlord ("Landlord Type")

3.3 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.

3.4 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

3.5 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

3.6 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

Step 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

3.7 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

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

3.9 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

3.10 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.

3.11 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.

3.12 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

3.13 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

3.14 Non-exhaustive examples include:

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

Acceptance of liability

3.15 Non-exhaustive examples include:

- Accepting liability before or within the period for representations

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

Health circumstances

3.17 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)

3.18 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

3.19 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

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

3.21 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.

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

Previous history of non-compliance

3.23 Non-exhaustive examples include:

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

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

Non-cooperation with the Council

3.25 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

3.26 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.

3.27 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

3.28 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

3.29 Non-exhaustive examples include:

- 3-5 occupants affected

Duration of non-compliance

3.30 Non-exhaustive examples include:

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

Vulnerability of occupants

3.31 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.

Step 4: Financial considerations

3.32 In accordance with the statutory guidance, 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 the landlord's rental income and/or asset value, it may determine that an increase in the level of the penalty is appropriate in order to achieve effective deterrence.

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

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

3.35 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.

3.36 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 and tax year overviews
- The last three months' payslips
- The last three years P60 certificates
- The last 12 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 12 months' mortgage statements where the mortgage has been in place for less than 12 months
- Valuation statements for all ISAs held
- Statements from any crypto asset exchange accounts showing balances and valuations
- A list of all shareholdings
- Recent bank statements for any account holding a balance in excess of £5,000
- Recent statements for all secured and unsecured loans
- Bankruptcy orders and official notifications of bankruptcy

3.37 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.

3.38 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.

Step 5: The totality principle

3.39 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.

3.40 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.

3.41 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.

3.42 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.

3.43 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.

3.44 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.

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

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

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

4.1 Offence-specific mitigating factors:

- None

4.2 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

4.3 Offence-specific mitigating factors:

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

4.4 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

4.5 Offence-specific mitigating factors

- None

4.6 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

4.7 Offence-specific mitigating factors

- None

4.8 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

4.9 Offence-specific mitigating factors

- None

4.10 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

4.11 Offence-specific mitigating factors

- None

4.12 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

4.13 Offence-specific mitigating factors

- None

4.14 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

4.15 Offence-specific mitigating factors

- None

4.16 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

4.17 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

4.18 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

4.19 Offence-specific mitigating factors

- None

4.20 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 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

4.21 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

4.22 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

4.23 Offence-specific mitigating factors

- None

4.24 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

4.25 Offence-specific mitigating factors

- None

4.26 Offence-specific aggravating factors:

- None

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

4.27 Offence-specific mitigating factors

- None

4.28 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

4.29 Offence-specific mitigating factors

- None

4.30 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

4.31 Offence-specific mitigating factors

- None

4.32 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

4.33 Offence-specific mitigating factors

- None

4.34 Offence-specific aggravating factors:

- None

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

Notice of intent

5.1 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

5.2 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

5.3 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

5.4 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.

5.5 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

5.6 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.

5.7 The final notice will set out:

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

6. Discount for prompt payment

6.1 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.

6.2 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.

7. Appeals

7.1 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.

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

7.3 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.

7.4 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.

7.5 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.

7.6 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

7.7 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).

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