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Private Housing:

Enforcement Policy

Effective From 1st May 2026

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1. Introduction

1.1 This enforcement policy is drawn up in line with the principles of good enforcement outlined in the Enforcement Concordat, the Hampton report and with specific regard to the Regulators' Code 2014 under the Legislative and Regulatory Reform Act 2006. The applicable legislation for the above is set out in The Legislative and Regulatory Reform (Regulatory Functions) Order 2007 ('the 2007 Order'):

- Prevention of Damage by Pests Act 1949
- Environmental Protection Act 1990
- Parts 8, 9 and 10 of the Housing Act 1985
- Part 8 of the Housing Act 1996
- Parts 2 to 5 of the Housing Act 2004
- Local Government (Miscellaneous Provisions) Act 1976 & 1982
- Public Health Act 1936 & 1961
- Regulatory Reform (Fire Safety) Order 2005

This policy also ensures compliance with section 107 of the Renters' Rights Act 2025, which imposes a duty on the Council to enforce the Landlord Legislation. See 1.2 and 3.16 below for definition of 'Landlord Legislation' and further detail.

Where relevant this policy will set out where provisions do or do not apply in relation to the applicable legislation in the 2007 Order or the Landlord Legislation. In either case the Regulators' Code extends beyond the 2007 Order and the approach set out in the Code will apply across all investigations. In essence the 2007 Order duties create a supportive and informal approach when initially dealing with breaches. Where this is not effective enforcement action will usually follow. In contrast the Landlord Legislation may reach the point of enforcement more rapidly.

1.2 Where there is a statutory duty to enforce the Council will do so, subject to the legal investigative framework, and will be applied proportionately and in accordance with the Regulators' Code. This relates to the duty to enforce the Landlord Legislation under section 107 of the Renters' Rights Act 2025 and the duty to take some form of formal action under Part 1 of the Housing Act 2004 (including where a Category 1 hazard has been identified).
The Landlord Legislation is comprised of the following:

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

1.3 This policy sets out how Newham Council as the Local Housing Authority, specifically its Private Sector Housing Standards (PSHS) Service, will deal with suspected breaches of housing law and other public health legislation. It is not intended to provide detailed operational procedures; however, officers will apply the structured decision-making framework set out in this policy to ensure that enforcement is consistent, proportionate and evidence based. Departure from this approach will only occur here there is a clear and evidenced justification. Detailed operational procedures and Service specific processes will be set out in separate internal guidance documents. The council's Homelessness Prevention and Advice Service (HPAS) will deal with breaches under the Renters' Rights Act 2025, see Section 4 for full details. It seeks to ensure the law is applied fairly and consistently, to tackle offenders in proportion to their crime/s, whilst minimising the impact for the compliant, recognising the needs of local business and reducing administrative burdens. The overall approach to enforcement is consistent with the ambition set out in the Council's Housing Delivery Strategy in working with landlords to drive up standards in the private rented sector, whilst taking necessary action where private landlords fail to meet their legal obligations.

1.4 This policy deals with the practical application of enforcement procedures that will be used to achieve compliance with housing standards, trading standards and environmental standards (the latter two being solely in relation to their application to housing and tenancies). The full range of enforcement options can be found in Appendix 1.

1.5 Proper authorisation of officers will be ensured, and applicable investigations will be carried out in accordance with the Police and Criminal Evidence Act 1984, Criminal Procedure and Investigations Act 1996, Human Rights Act 1998, Criminal Justice and Police Act 2001, Investigatory Powers Act 2016 (as amended), and in compliance with the Communications Data Code of Practice.

1.6 The Council expects landlords to comply with the law and proactively manage their properties. This is to ensure that the health, safety and welfare of tenants are protected and their properties, and activities at their properties, are not having a negative effect on the neighbouring population.

In this policy 'landlord' encompasses superior landlords and, where the landlord is a limited company, includes directors and any other named officer(s) of that company. It also includes those acting or purporting to act on behalf of landlords (e.g. letting agents, managers, persons in control, licence holders), where they are responsible for a breach or offence. For the illegal eviction offence, a penalty notice can be served on anyone who has committed that offence and that person would also fall under the scope of this policy.

1.7 In conjunction with our expectation of landlord compliance, we will also work with responsible landlords and aim to promote a professional landlord community throughout the borough. We will expect them to have a good understanding of housing standards and management and for them to inform themselves of the range of professional obligations. Ultimately landlords will need to ensure that they are informed and keep up to date with the range of their responsibilities and this duty rests primarily with landlords themselves. A failure to keep updated and informed is of itself not a defence and will not excuse failure to comply with the law. We will however provide advice, guidance and signposting to assist landlords in becoming more professional and knowledgeable in their role. For those landlords who require help in improving their knowledge and skills we will aid them by providing guidance documents e.g. on minimum property standards and requirements for houses in multiple occupation (HMOs), encouraging membership of professional landlords' groups and keeping our landlord's pages up to date on the Newham website. We will also engage with landlords via a landlord's forum, eBulletin and other regular communication, both direct and on our website. It will be the responsibility of landlords to sign up and provide consent to receiving these council updates, as well as keeping the council informed of any changes to their details. When requested we will also signpost landlords to other groups or advisory services that can help in achieving these goals. For those landlords who do not engage and/or do not comply with their legal obligations, or where a landlord asks for help or guidance only once an investigation has been initiated, the following enforcement principles will apply.

1.8 Our overall aim of our enforcement action is to protect health and improve housing standards by:

- changing the behaviour and seeking legal punishment of those who breach the law;
- eliminating financial gain or benefit from non-compliance;
- providing transparent and consistent regulation within a private market;
- promoting professionalism and resilience within the private rented sector;
- providing a 'light touch' for compliant landlords and create a level playing field by tackling non-compliant landlords within the sector.

1.9 Enforcement action and resources will be applied proportionally based on the seriousness of the offence/s and focused toward seeking the highest penalties for non-compliant offenders. This means taking legal action where we detect serious or systematic breaches of housing and public health legislation. This will always be in accordance with statutory

codes of practice, Council procedures, protocols and official guidance from central and local government bodies, the 2007 Order and the Landlord Legislation, where it applies.

1.10 Additionally, we will consider equalities impacts arising from enforcement decisions by ensuring our approach is proportionate and we will seek to mitigate any adverse equalities impacts where possible. The Council will carefully consider any equalities impacts arising out of enforcement decisions, having due regard to any known protected characteristic, and consider where the approach proposed is appropriate having regard to case specific circumstances. The Council is also conscious of the proscription on discrimination and the requirement to make reasonable adjustments as contained in the Equality Act 2010. In making enforcement decisions it will take account of the same in respect of known protected characteristics. This will be in line with the Public Sector Equality Duty.

1.11 Where we consider that single instances of minor breaches of the law are witnessed and/or the risk to health is lower, we will attempt to resolve problems through signposting complainants to using civil legal routes or informally. This will enable economic growth for compliant businesses and allow the Council to focus on the worst landlords, including via an evidence based proactive inspection regime that identifies properties with more serious breaches.

1.12 In tandem with the approach to landlords set out above, we will expect service users to engage with their landlords and report issues of disrepair direct to them (ideally in writing to preserve a chain of evidence), giving reasonable time for their landlord to respond and action any complaint. Where however this response is not satisfactory, then we will accept complaints for further investigation, subject to the following criteria being met. We will always require some evidence of the disrepair being complained of, as well as evidence of correspondence with the landlord/agent. The exception is where emergency cases are being reported. See items 2.2 - 2.4 for further details on how we will approach this issue.

1.13 We will also seek to empower service users by providing advice, guidance and signposting to relevant organisations, such as other Departments of the Council, Shelter and Citizens Advice Bureau, amongst others. We will also participate in various meetings and other fora (both Council led events as well as external events, such as community meetings or events) where residents can be provided with face-to-face advice and guidance.

1.14 In this policy, the terms ‘House in Multiple Occupation’ or ‘HMO’ are as defined by sections 254-260 of the Housing Act 2004.

1.15 In this policy, reference to a financial penalty or financial penalty notice has the same meaning as civil penalty or civil penalty notice.

1.16 Where complaints are received from Housing Association (HA) tenants the Council will generally only deal with emergency issues and only where the tenant can show that they have notified their HA of the problem under the process set out in the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025, commonly known as Awaab’s Law and no action has yet been taken by the HA. The Council will signpost HA tenants to guidance and other organisations who may be able to assist with this process. See 2.13 for further details on how we will approach these complaints.

2. How we investigate

2.1 We will use data, intelligence and audits of certain licensed properties to target our proactive and reactive inspections on those premises with disrepair, overcrowding, nuisances and other public health issues and also those without property licences and those in breach of their licence.

2.2 In the first instance for most cases PSHS service users are expected to take their own action to resolve the problem. This will usually need to be in the form of a written complaint (either via letter or electronic communication such as text, email or WhatsApp message) to their landlord or agent, allowing them sufficient time to respond. Where PSHS service users approach the PSHS Service with a complaint, we will ask to see a copy of any such correspondence prior to initiating action. We will also ask to see evidence of the issue, usually photos, to allow cases to be more easily assessed and prioritised. We will provide sample templates of such letters on our website. For less serious or minor matters, we will be unable to take direct action. We will endeavour to point PSHS service users toward further help and advice wherever possible. In the case of emergency issues, where the likelihood of harm is high (including, for example, illegal evictions), or where occupants are vulnerable, we will not normally require evidence of prior written complaints but will still require full details of the issue.

2.3 We will be unable to intervene in cases of landlord/tenant disputes which sit outside the legal framework available to the PSHS Service. In particular, the PSHS team will not be able to intervene on matters of rehousing, certain civil contractual disputes or cases of legal possession proceedings. However, issues encompassed by the Landlord Legislation (such as the requirement to provide a written agreement, or disputes which incorporate landlord harassment or attempted illegal eviction) will be investigated under this policy in 2.6 and the policy set out in Appendix 2. Where we are unable to investigate tenants will be signposted to the relevant Council team and/or other third-party advocates such as Citizens Advice Bureau or Shelter.

2.4 For cases involving reports of damp and mould growth the above provision in 2.2 will apply. However, we will be mindful of the contents of the Housing Ombudsman and Government reports and guidance relating to the effects of damp and mould (published in relation to social housing, but still of relevance to the private rented sector). These documents challenge the assumption that mould can be caused by 'lifestyle' issues and highlight the aspects of a property that can lead to such conditions. They also provide updated evidence on the health effects regarding exposure to mould. Consequently, when investigating such issues, we will therefore consider all the inter-related factors that can lead to condensation and mould growth – being the thermal efficacy of the structure of the property, the type of heating, the adequacy of ventilation and moisture production in the property. In particular we will expect landlords to take a 'fabric first' approach to their dwellings, by upgrading the thermal properties of the building, as well as ensuring that adequate heating and ventilation is present before considering the impact of occupant behaviour e.g. in the production of excess moisture, or other related factors. We will also seek to educate and assist service users in this area by providing advice, as set out in section 1.13 above.

2.5 The Council will assist tenants in providing advice and guidance to make it easier to understand the permitted letting fees paid by tenants in private sector housing and the other Landlord Legislation in relation to granting a tenancy. There are a range of sanctions available to the Council against a landlord or agent who has, for example, charged a prohibited payment or breached the other related legal requirements. The Council will use these powers using the principles in this Policy, including the Financial Penalty Policy in Appendix 2.

2.6 In circumstances of alleged harassment and threat of illegal eviction the Council will initially provide advice and mediation to try and promote a preventive approach as well as signposting tenants to civil remedies such as RROs (see 3.30 - 3.32 below for details) and claims for compensation. In more urgent cases where there is evidence of such breaches, or an imminent possibility of it, the Council will undertake investigations and take possible enforcement action against perpetrators in line with the Landlord Legislation duty. This may involve initiating a prosecution case or the issue of a Financial Penalty Notice, as set out in 3.22 and Appendix 2 below. This function will be provided by the PSHS team with

support from other teams within the Housing Department. The PSHS team will deal with the worst cases first and work on a risk and evidence-based prioritisation approach to determine which cases require further action and which cases can be resolved by mediation or signposting to other Council Services or external bodies, such as Shelter and Citizens Advice Bureau. Rehousing issues will remain with other teams responsible for that function, which applies to the entire range of scenarios that the PSHS team may deal with.

2.7 Enforcement of the Property Licensing schemes will operate as follows: a warning letter will be sent requiring a licence application to be made and details of enforcement options where an application is not made. A licence application may be made by any relevant person, including agents, superior landlords or others. It will be for the applicant to demonstrate who the most appropriate person is to hold the licence. Within the warning letter landlords will be advised that they must make a full application and provided with advice on how to do so. Failure to make a licence application or rectify other serious defects or omissions when making an application (resulting in a legally incomplete licence application) will usually result in enforcement action. This may include the use of the Cause for Concern procedure (see section 3.10), which may result in a reduced licence term (see section 3.8), or consideration of refusal in accordance with section 3.9.

2.8 The Council will also investigate long term empty properties, with a particular focus on those properties which are causing a disproportionate negative impact upon their local neighbourhood. A stepped approach will be taken so that all reasonable avenues are explored before formal enforcement options are considered.

2.9 Working with the London Fire Brigade and others we will seek to ensure that all residential blocks containing self-contained flats are subject to proper oversight and investigation, including where appropriate, enforcement action in order to ensure the health and safety of residents, particularly in relation to fire safety.

2.10 The Council will work with other teams, both internal and external, such as Public Health, the Greater London Authority and relevant Government Departments, to tackle the issues of fuel poverty, poor energy efficiency in homes and related issues such as damp and mouldy homes. This will be via a mixture of enforcement work to achieve improvements, e.g. using Excess Cold and Damp & Mould hazards under the Housing Health & Safety Rating System or assessing any statutory nuisance under s80 of the Environmental Protection Act 1990, and also using other mechanisms such as facilitating grant uptake for energy efficiency improvements.

2.11 **Leaseholder complaints:** Newham Council is generally not able to respond to complaints by long leaseholders requesting assistance in taking action against other long leaseholders or freeholders (this includes all tenure types). Newham will only offer assistance in cases where there are exceptional circumstances; this may include cases where there is imminent risk to health. Where complaints relate to disputes relating to head or sub lessees' refusal to licence their property then this will be dealt with using the principles set out in section 2.7.

2.12 In all other situations the leaseholder will be redirected to: The Leasehold Advisory Service http://www.lease-advice.org

2.13 **Housing Association (HA) complaints:** HA tenants will be expected to liaise with their own HA using their formal repairs reporting procedure and if this does not achieve the required improvements, then the tenants will be advised to pursue the problem through their HA's formal complaints procedure. All damp and mould and emergency issues fall under the scope of Awaab's Law, which sets out specific response times for HAs to triage and respond to these issues and we will advise HA tenants of their rights in this respect and expect them to utilise those rights. Additionally, the tenant will be

advised that they will then be expected to report problems to the Housing Ombudsman via their online complaint form:
https://www.housing-ombudsman.org.uk/residents/
Housing Ombudsman Service, PO Box 1484, Unit D, Preston, PR2 0ET
Telephone 0300 111 3000
Where there is evidence that the HA have not responded to any of the formal processes described above then the Council will investigate, albeit only where it is an emergency case or where the Council believes the case to be a significant public health risk and priority (provided the reporting actions noted above have been followed and evidence submitted), in which case the enforcement principles in this policy will apply.

3. General Enforcement Policy

3.1 The key principles we will apply to our enforcement activity are:

- **Transparent**
- **Accountable**
- **Proportionate**
- **Consistent**

3.2 **Transparent:** means explaining our actions clearly in plain language and discussing compliance failures or problems with anyone experiencing difficulties. A clear distinction will be made between legal requirements and advice or guidance. We will endeavour to discuss formal enforcement action prior to taking that action, subject to the proportionality of the issue e.g. emergency issues will usually need to progress without prior discussion of the steps that are being taken.

3.3 **Accountable:** means that where service users want to raise a concern or complaint about the conduct of an officer or course of action being taken, they will be provided with details of the formal Council procedures for doing so.

3.4 **Proportionate:** means relating enforcement action to the risks and severity of the breach of the law involved and to deter offenders from repeating the offence and discourage others from committing similar offences. This will ensure that the most serious risks are targeted first.

3.5 **Consistent:** means taking a similar approach in similar circumstances to achieve similar ends. It does not mean uniformity, as officers will take into account many factors such as the level of risk, culpability of the offender, the history of compliance and the attitude and actions of those involved.

3.6 We will ensure that Officers have the necessary knowledge and skills to support those they regulate, including having an understanding of those they regulate, which will enable them to choose proportionate and effective approaches.

3.7 We will endeavour to provide general information, advice and guidance to make it easier for landlords to understand and meet their regulatory obligations. We will also attempt to signpost those landlords who have more complex questions or require legal advice. Such information will be provided via the Council's website, eBulletins and other pathways, such as landlord forums.

3.8 The enforcement focus of the Council's large scale property licensing schemes will be on non-compliant landlords. We will achieve this through the risk assessment of data from various sources, such as complaints, licensing audits and historical data as well as from direct property audits from the Compliance Team.

3.9 Under the Council's property licensing schemes, a full licence application requires a Part A and a Part B payment, which are administered separately (unless requested by the applicant as a single payment). Any property licensing application forms received

without payment (or where incorrect or deficient information is supplied) will not constitute a valid application. Where either or both payments are not made, and after reasonable reminders have been sent, then the Cause for Concern process will be initiated, see 3.10 below. Additionally, failure to pay either or both parts of the fee will result in a licence application being refused and the Cause for Concern process being initiated. This may result in a reduced licence term for the application received or any future licence that is applied for.

3.10 When existing licence holders are found to have breached one or more conditions of their licence or failed to fully comply with other related enforcement action, then the licence holder will be referred for an assessment under the Council's Cause for Concern procedure. Additionally, when assessing a property licence application, and defects and/or omissions are noted (including issues relating to payment of both parts of the licence fee) the Council will assess these issues under the Council's Cause for Concern policy. This may result in a reduced term of a property licence, usually to a period of 1 year, although discretion will be applied on a case-by-case basis. Once the one year (or other varied period) of licence expires a full new licence application will then be required, including full payment of the fee. A Licence holder may continue to remain on a reduced term of their property licence if they still are a 'Cause for Concern' e.g. not fulfilling the training requirement, poor management etc.

3.11 Where possible the Council will assist landlords, licence holders and agents on understanding its licensing procedures and requirements. In most cases the Council will attempt to communicate with landlords where contraventions are suspected unless the suspicions are serious or if the suspect has a history of poor standards. Where required, property inspections will then be carried out, with a view to immediate enforcement.

3.12 Where property defects and evidence of poor management are identified during an inspection, which are likely to significantly impact on health, the Council will take action. It will also take action where information is not provided, false or misleading information is given or where fraud is uncovered.

3.13 A significant health impact is defined as where there is a Category 1 hazard(s), a statutory nuisance, significant or numerous management regulations breaches or other significant public health hazards with clear health effects, such as sewage leaks.

3.14 Where defects or hazards are judged to be of an emergency nature then the Council will respond in a maximum of 48 hours, with the aim of a 24-hour response in the majority of emergency cases.

3.15 Cases not judged to be an emergency will receive a response within 10 working days. This will not necessarily involve an inspection but could be some form of communication with landlord and/or tenant to establish further details, or to set out what the next case action will be, based on the Officer's prioritisation of the case and referring to the details that have been provided.

3.16 The Council will usually serve a statutory Notice or Order where Category 1 hazard(s) are found, although the exact response will be made on a case-by-case basis to determine the most appropriate course of action as set out under section 8 of the Housing Act 2004. A financial penalty may also be applied where a Category 1 hazard(s) is identified or where the Landlord Legislation has been breached; see Section 6.1, Section 3.22 and Appendix 2 for further details. Reasonable time will be given to complete the works if a Notice is served. In most cases the Council will seek to discuss these cases prior to the service of a Notice or Order, to discuss timescales and other relevant matters with landlords. Any response made will not necessarily cause the Council to withhold service of any Notice or Order, it is merely an informal consultation. In emergency cases, or cases where a prior compliance visit was made (as described in Section 3.8) and remedial works have not been carried out (whether those arose from hazards originally reported by the Compliance Team or hazards subsequently found), the consultation exercise will not be undertaken.

3.17 There is the presumption that where nuisances and other public health matters are not abated by the responsible person before the Council witnesses the offence will result in a relevant statutory notice being served and in compliance with the principles under the 2007 Order. Breaches of HMO management regulations and/or breach of the conditions of a property licence will normally lead to enforcement as detailed in Appendix 1.

3.18 Awaab's Law has effect from October 2025 in relation to emergency issues and damp and mould issues in HA properties. This law will be extended to most HHSRS hazards by 2027 and is a practical alternative route for HA tenants. It is expected that HA tenants will approach their landlords and use the powers available to them to secure relevant improvements. See Section 2.13 for more details.

3.19 Charges for the service of Notices and/or Orders under the Housing Act 2004 will normally be made where applicable (see section 6, below).

3.20 Where landlords fail to comply with Notices and/or Orders, the Council will normally take legal action against the appropriate person. It may also carry out works in default of the owner where there are outstanding works of an urgent nature. The cost of these works and the administrative costs will be raised as a charge against the property (see section 6, below). Officers will be required to follow the internal Works in Default procedure.

3.21 Where offences have been witnessed, but the severity and impact of the offence is considered to be minor, or where there are other mitigating circumstances, then a warning letter may be offered as an alternative to formal enforcement action. This will be held on file and may be referred to when determining action for any future breaches committed by that person.

3.22 Where legal action is necessary to address housing breaches, offences and crimes, financial penalties (also referred to as civil penalties), under section 249A of the Housing Act 2004 and various sections of the Renters' Rights Act 2025, will be used as an enforcement tool as an alternative to a prosecution (although a prosecution is not available for certain breaches). Appendix 2 to this document sets out the policy in relation to this enforcement tool. It details the decision-making process in determining the penalty amount, as set out in the relevant Financial Penalty Matrix and in compliance with statutory guidance. A discount of 20% will be offered where payment is made within 28 calendar days, from the date of service of the final penalty notice. This discount will also apply to financial penalty notices served under section 6A of the Housing Act 2004 (see sections 3.16 and 6.1).

Prosecutions may be taken as an alternative course of action where there have been, amongst other considerations:

- serious neglect of their responsibilities as a landlord/agent, or
- significant harm as a result of their action(s), or
- where there have been previous criminal convictions or out of court disposals, or
- poor history of compliance with housing and associated legislation, or
- the action(s) has had significant adverse effects on tenants or other victims, or
- issuing a Financial Penalty is not likely to change perpetrator behaviour or housing conditions or
- It is not in the public interest to issue a Financial Penalty

The exact enforcement response will depend on the individual circumstances of each case. It is not possible to set a prescriptive set of rules for when one option may be used as opposed to another. These will in any case be based on the applicable tests in the Code for Crown Prosecutors.

3.23 The Council may make use of Banning Orders under the Housing and Planning Act 2016 where a relevant banning order offence is committed. Generally, this process will be reserved for the most egregious offences, where a landlord demonstrates a clear neglect of their duties and where there is a history of poor compliance.

3.24 In cases where some form of enforcement action has been taken, or a serious legal breach has been witnessed, but remedial works or actions have not been carried out, and there appears to be no realistic prospect of the landlord doing so, the Council may upon seeking legal advice, and where appropriate, apply for an injunction against the landlord under Section 222 of the Local Government Act 1972. These will only be sought in the most exceptional of circumstances where residents are left exposed to serious defects and hazards. The following three principles will apply when considering this option:

1. An injunction will only be considered in exceptional circumstances and with great caution;
2. The breach will have to be particularly serious and the action needed to protect the resident exposed to such conditions and
3. There will be consideration of whether the unlawful conduct will continue unless and until an injunction is sought, i.e. if nothing short of an injunction will be effective.

3.25 The Council may also make use of other Financial Penalty Notices under different legislation, to deal with relevant trading standards related breaches (see 3.27 below), energy efficiency regulations breaches (see 3.28 below).

3.26 In conjunction with the Ministry of Housing, Communities and Local Government (MHCLG), the Council is responsible for collecting information on the materials and type of insulation used in external wall systems of specified residential buildings. Where a building's fire safety defects are identified which are likely to significantly impact on occupiers' health, the Council may take enforcement action under Part 1 of the Housing Act 2004 or other appropriate legislation. Failure to comply with a Notice served under Housing Act 2004 may result in prosecution and in the case of conviction may result in an unlimited fine.

Additionally, the Building Safety Act 2022 allows the Council to apply for Remediation Orders and/or a Remediation Contribution Order to the First Tier Residential Tribunal (Property Chamber-Residential Property) where the relevant landlord fails to remedy specified relevant fire safety defects, in a timely manner. The Council will review the specific circumstances of each case and determine the most appropriate action to take, in consultation with the London Fire Brigade, and in accordance with the Pan-London Fire Safety Protocol. The requirements of this Protocol will also apply to cases where a 'Fire' hazard has been identified and there is a statutory duty to consult with the London Fire Brigade.

3.27 The PSHS team will work with the Trading Standards Service to investigate letting agents to ensure that they are compliant with all trading standards legislation including the Consumer Rights Act. We may take action to ensure that letting agents are members of a redress scheme and a Client Money Protection scheme, where necessary. We may also take action to ensure that letting agents are not charging prohibited tenant's fees and are capping their deposits.
The enforcement options available are for Financial Penalty Notices for breaches set out in relevant Regulations (see Appendix 1). Prosecutions are also a potential course of action under The Consumer Protection from Unfair Trading Regulations 2008 and the Tenant Fees Act 2019.
Action in relation to deposits applies equally to landlords and any other breaches of tenancy deposit legislation may result in enforcement action or signposting to further advice where appropriate.

3.28 The Council may also investigate the issue of energy efficiency in the private rented sector, primarily under the powers within the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 as amended (also known as the MEES Regulations), but also having other legislation available, such as the powers under Part I of the Housing Act 2004. These regulations are designed to tackle the least energy

efficient properties, being those rated F or G on their Energy Performance Certificate (EPC). This will also help to alleviate fuel poverty, reduce carbon emissions and contribute to other Council targets in this area. Enforcement options are for a Compliance Notice to be issued, which may be issued at the start of an investigation, as well as Financial Penalty Notices for breaches set out in the Regulations. These Financial Penalty Notices will have the penalty amounts determined by assessing the following three factors: assessment of the landlord's property portfolio, any history of previous offences and details of any response from the landlord (if any), including willingness to comply with the Regulations and to work cooperatively with the Council. Properties that are compliant under the MEES Regulations, but which still pose a possible Excess Cold hazard, may also be subject to a subsequent assessment under the Housing Act 2004 or other appropriate legislation.

3.29 Where it is necessary, for example under Part 1 of the Housing Act 2004, to reduce or remove a hazard caused by, for example, excess cold, the Council will generally require works to improve a property's EPC rating to C. The Council will in any event always encourage landlords to improve their properties to an EPC rating of C or above, wherever practical. The Council will consider the individual circumstances of each such case and may accept the attainment of a lower EPC rating. To assist the Council in its decision making, landlords who propose attainment of a lower EPC rating will be encouraged, if not required, to provide evidence demonstrating why it would not be viable to attain an EPC rating of C or above. Consultation will be carried out as per the details in section 3.16.

3.30 The Council may also, in addition to other action, seek to obtain a Rent Repayment Order (RRO) from the offender to recover up to 24 months of Housing Benefit/Universal Credit. The Council will also signpost tenants to third party organisations that can assist tenants with applying for a RRO for reclaiming up to 24 months of rent paid, which has been funded by the applicant, not via Housing Benefit/Universal Credit. The Council will usually provide further support in the form of providing evidence of the relevant offence(s) and signposting tenants to a reputable support service. Appendix 1, section 12 sets out the applicable offences.

3.31 Payments for charging notices, financial penalties, RROs and/or works in default costs are to be paid in full by their recipient(s) within the time specified on the relevant notice/invoice. Instalments or payment plans will only be accepted in exceptional circumstances and only by approval of a manager within the PSHS Service.

3.32 Where a financial penalty, RRO and/or charges are not repaid civil action will be taken to recover any outstanding debt and other charges incurred.

3.33 All information obtained will be treated in confidence and in accordance with UK General Data Protection Regulation (GDPR) and The Data Protection Act 2018. However, it must be recognised that the Council operate secure mechanisms to share information with other internal and external agencies and law enforcement bodies. There will be circumstances where shared or complementary enforcement action may be taken with other agencies to help target resources and activities and minimise duplication.

3.34 Enforcement action will continue until the property is brought up to a satisfactory condition, whether or not the original tenant remains in the property.

3.35 Where a case cannot progress due to obstruction or similar actions by a tenant, and a reasonable excuse for the landlord may be present, the Council will in the first instance notify the tenant in writing that this will prejudice the case and prevent further enforcement action from being taken. If the obstruction persists and the landlord has demonstrated attempts to progress the case then the case will be closed with appropriate notification steps taken for all parties, including (where applicable) suspension or revocation of legal Notices or Orders where necessary, or the service of a Hazard Awareness Notice where appropriate, or case closure letters if enforcement action has not yet commenced.

3.36 To ensure consistency and adherence to the enforcement policy, internal procedures will be put in place to ensure legal actions are monitored and reviewed.

3.37 A list of enforcement options and outcomes can be found in Appendix 1.

4. Homelessness Prevention & Advice Service (HPAS)

4.1 The Inclusive Economy & Housing Directorate of Newham Council operates a two-tier enforcement system for breaches of the Renters' Rights Act 2025. The division of responsibility is determined by the severity of the offence and the statutory maximum penalty.

4.2 To ensure rapid resolution for tenants facing homelessness, HPAS will lead on low-to-mid-level enforcement actions under the Renters' Rights Act 2025. This allows for immediate deterrence against common landlord infractions that destabilise tenancies.

4.3 In general, HPAS will enforce **breaches** where the standard Financial Penalty is £7,000 or less. These are typically "compliance-based" offences identified during housing advice sessions. A full table of these breaches can be found in Appendix 2, Table 1 but includes;

- Fixed-Term Purporting: Offering a fixed-term tenancy.
- Rental Bidding: Accepting or soliciting offers above the advertised rent.
- Discrimination: Implementing "No DSS" or "No Children" policies.
- Database Failures: Minor failures to register on the Private Rented Sector Database.

4.4 Where HPAS identifies possible **offences**, liaison will take place with PSHS to determine roles and responsibilities for potential enforcement. In general, HPAS will identify and record these offences but must refer them to the PSHS for action. A full table of these offences can be found in Appendix 2, Table 1 but includes;

- Illegal Eviction: Harassment or illegal lockout attempts.
- Repeat Offenders: Landlords with more than two Tier 1 breaches in 12 months.
- Severe Database Breaches: Knowingly providing fraudulent information to the PRS Database.
- Serious Property Standards: Hazards falling under the Decent Homes Standard/HHSRS.

4.5 Where PSHS are already investigating a case and breaches are identified, to reduce duplication, PSHS may also take action on breaches alongside any other enforcement action being taken.

5. Complaints, Feedback or Compliments

5.1 Those persons and individuals who are regulated by the PSHS Service should expect that they will be dealt with professionally and in a manner in accordance with the Council's code of conduct for officers.

5.2 In the event that an individual or company is not satisfied with the PSHS Service, or if not in agreement with the action taken by the investigating officer, or if they wish to give feedback about the service they have received, they should in the first instance contact the Operations Manager and if they wish to discuss further, with the Head of Service.

5.3 If a service user wishes to make a compliment, they should contact the Operations Manager or Head of Service.

5.4 The Operations Manager and/or Head of Service can be contacted at:
Private Sector Housing Standards Service
London Borough of Newham
Newham Dockside 1st Floor West Wing
1000 Dockside Road, London, E16 2QU
Tel: 0203 373 1950
Email: propertylicensing@newham.gov.uk

5.5 If this does not resolve the complaint, the Council also has a formal complaints system. See Make a Complaint – Newham Council

5.6 Contact can also be made in writing to:
Complaints Team,
London Borough of Newham,
PO Box 71568,
London, E6 9LQ

Email: Corporate.Complaints@newham.gov.uk

5.7 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.**

5.8 Where statutory notices have been served, making a complaint does not replace the statutory rights of appeal or the right to make representation. Nor does it allow extra time to comply with any notice or order.

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

If a summons or directions have been issued by a Court or Tribunal any recipient of the notice or order must continue to follow these. As with all cases where legal action is being taken, it is strongly recommended that service users seek legal advice.

6. Charging, Fees and Compensation

6.1 Where a Category 1 hazard(s) has been identified under Part 1 of the Housing Act 2004 and it would have been reasonably practicable for the responsible person to secure the removal of the hazard(s) then a civil penalty notice of up to £7,000 may be applied under section 6A of the Housing Act 2004; see also Appendix 1 and Appendix 2 for details on how the precise penalty amount is to be determined.

The penalty will only be applied in the following circumstances:

i. Where a previous Compliance inspection has identified a potential Category 1 hazard and that hazard is still present at the subsequent Part 1 inspection, or
ii. Where there is no engagement by the landlord with the pre and post inspection correspondence, or
iii. Where there has been recent enforcement action taken in relation to the property; being within the previous 18 months.

The service of a penalty notice under this section will not affect any other enforcement action taken by the Council, irrespective of the status of the section 6A penalty notice e.g. if subject to appeal it would not alter the operation of an improvement notice.

6.2 There will be a charge for all Notices served and Orders made under the Housing Act 2004. The charge will only be waived in exceptional circumstances. The charge will usually be a fixed amount, currently £845, but for certain cases certain ancillary costs will be added, which have been incurred when determining whether to serve a Notice or make an Order and identifying action to be taken in any Notice or Order e.g. where it has been necessary to commission fire safety reports in relation to the 'Fire' hazard.

6.3 The proposed recipient of any charging notice can make representations as to their personal circumstances, or other reasoning, and will be notified of the Council's intent to serve the charging notice in any prior consultation correspondence – see paragraph 3.16. However, where emergency action is taken or a prior compliance visit carried out, removing this consultation step, this prior notification will not be available; nevertheless any subsequent representation will be considered. The charge will only be waived in exceptional circumstances following consideration of the particular merits of any such representation received. If there is an appeal against the Notice or Order then the charge will not be applied until the appeal is resolved, and where the Notice or Order is then upheld. If the Notice or Order is quashed then the charging notice will not apply and will be withdrawn.

6.4 There is no right of appeal against a charging notice; only to the Notice or Order to which the charging notice relates.

6.5 Where works in default are completed an administrative charge of 30% will be added to the works cost.

6.6 Where a prosecution is taken the Council will in most cases request the Court to consider an application for a Compensation Order on behalf of the tenant(s). The required details will be collected from tenant(s) alongside a Victim Impact Statement.

6.7 Where a simple caution is offered and accepted, we may request a contribution to reasonable costs associated with the time spent by the relevant officer in dealing with this. This can be evidenced on request.

6.8 Licence fees will be split to comply with the ruling given in R (Hemming) vs Westminster City Council (2017) UKSC 50.

7. Publicity

7.1 We will publish certain prosecutions and Financial Penalty Notices on the Greater London Authority (GLA) Rogue Landlord and Agent Checker ('the Checker'). We will share details of relevant enforcement actions with the GLA to be included on the Checker. A list of the applicable offences can be found on the GLA Checker website: Check a landlord or agent | London City Hall. The Council's default position is that, following an applicable offence, details of relevant convictions or service of a penalty notice will be made available on the above Checker. The Council has a non-negotiable position in relation to addition of details to the Checker, i.e. any mediation or appeal of an underlying penalty notice will not cause the Council to remove such an entry or prevent them from adding an entry on the Checker. However, no withdrawn or quashed penalty notices will be added to the Checker. All entries are added once the formal appeal and representation periods have passed.

Additionally, details of all Banning Orders (see section 3.23) will be recorded on the Ministry of Housing, Communities and Local Government (MHCLG) statutory database.

7.2 We will work with various media organisations and persons to promote and inform people about our enforcement regime. Media coverage will normally be sought in the following cases:

- The offence is a serious one or has significant factors such as the risk to health of tenants, visitors or neighbours, the exploitation of tenants, anti-social behaviour or an issue affecting the wider area or private rented sector.
- Coverage will assist in securing compliance by others or is in the public interest to demonstrate the Council's actions and to help inform issues in the wider housing sector.
- To draw attention to a particular issue or set of hazards.
- To provide potential renters and tenants with information that will enable them to check whether a landlord has a poor operating history. It will seek to ensure the private rented housing market operates in a fairer and more transparent way, and that tenants are protected from exploitation by unscrupulous landlords and letting agents.
- To support other local authorities and regulatory partners in their enforcement efforts, through information sharing, and increase awareness of criminal and rogue landlords who operate across borough boundaries to crack down on poor and criminal behaviour.
- The offence is serious and/or was committed wilfully and the Council wishes to draw attention to their willingness to take a hard line in such cases.
- Coverage is otherwise in the public interest.
- A press release will also be issued about convictions where it is considered that publicity will bring in benefits by promoting compliance with those statutory requirements designed to protect the health, safety and welfare of customers, residents, workers and visitors, as well as the borough's environment.
- Media coverage will not be sought where the primary motive is to cause damage to the subject.

8. Further Information

8.1 If you would like more information on the PSHS Service, please go to these webpages: https://www.newham.gov.uk/housing-homes-homelessness/help-problems-renting-privately/1 **and** https://www.newham.gov.uk/housing-homes-homelessness/rented-property-licensing/1

8.2 If you are a landlord and would like training and support on property management matters such as Housing Benefit rules, possession proceedings and changes in housing legislation you should visit Newham's Landlord Accreditation page at: https://www.newham.gov.uk/housing-homes-homelessness/landlord-accreditation-scheme/1

8.3 This policy will be monitored and reviewed by a suitable management team. Last updated July 2026 by Operations Manager, PM.

APPENDIX 1: Enforcement Options

Action	Circumstances
1. No action	• Complaints or allegations of housing legislation breaches or statutory nuisances are of minor or low risk to health and the landlord has not been informed by the complainant, or allegations are unsubstantiated and unwitnessed. • Cases where landlords are clearly making progress with remedial works and are likely to be completed in a reasonable timeframe. • Formal action is inappropriate in the circumstances.
2. Advisory notices and letters	• Where conditions are evidenced to justify action and investigation and it is appropriate to give opportunity to landlords and tenants to make representations, provide information or effect change to meet compliance. • No defects are present which pose a serious risk to health or nuisance.
3. Formal notices or orders	• The defects/conditions present a risk to health and/or a nuisance. • There are previous failures of statutory requirements. • Previous advisory notices/letters ignored, or action was not taken in a timely manner or to the correct standard. • There is a lack of confidence in the individual or management i.e. the willingness to respond to an informal approach • The Council is legally required to serve a statutory notice.
4. Financial (Civil) Penalties (of up to £7,000 for breaches and up to £40,000 for offences under the Renters' Rights Act 2025 or Housing & Planning Act 2016, up to £30,000 under The Tenant Fees Act 2019, up to £7,000 under the Housing Act 2004 or up to £5,000 under other legislation). See Appendix 2 for the specific policy in relation to the operation of this enforcement option in relation to Renters' Rights Act and Housing and Planning Act FPNs. For offences there must be sufficient evidence for a realistic prospect of conviction, and it is in the public interest to prosecute under the Code of Crown Prosecutors.	• Non-compliance with an improvement notice (s30 Housing Act 2004). • Failure to obtain a property licence (Parts 2 and 3 Housing Act 2004). • Breach of an HMO Overcrowding Notice (s139 Housing Act 2004). • Significant and/or repeated breaches of HMO management regulations (s234 Housing Act 2004). • Breaches of conditions of a property licence (Parts 2 and 3 Housing Act 2004). • Carrying out an illegal eviction and/or harassment of an occupier (Part 1 Protection from Eviction Act 1977). • Breach of a Banning Order (s21 Housing & Planning Act 2016). • Non-compliance with PRS Database and/or Landlord Redress Schemes and/or other tenancy related breaches, such as not issuing written statement of terms to tenants (Parts 1 & 2 Renters' Rights Act 2025 and s16 Housing Act 1988). • The Housing Act 2004 section 6A in relation to identification of Category 1 hazards. Amount of penalty decided by the relevant Financial Penalty Matrix (see Appendix 2). • Used as an alternative to a prosecution for offences. • Other financial penalty powers are within breaches of the following legislation: • Tenant Fees Act 2019, • Consumer Rights Act 2015,

	• The Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2019, • Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc.) (England) Order 2014 and • The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 and subsequent amendments. .
5. Works in Default - Emergency Remedial Action & Emergency Prohibition Order	• There is an imminent risk to health and safety to the occupant and/or public. • Awaiting the service of a notice or a prosecution would not adequately protect the public interest. • However, this does not rule out subsequent action being taken in conjunction with a prosecution, financial penalty, RRO or other legal action.
6. Works in Default – non-compliance with a notice	• We may carry out works required by a notice if they have not been completed within the permitted time and where there are urgent matters still outstanding. • This may be taken in conjunction or followed with a prosecution or financial penalty and/or RRO.
7. Reducing the term (length) of a Property Licence.	• When assessing a Property Licence application, where appropriate and in conjunction with the Council's Fit and Proper and Cause for Concern policies, we may reduce the term of the licence. • A cause for concern assessment will also be carried out when a licence holder has outstanding enforcement issues e.g. non-payment of a Financial Penalty Notice or ongoing breach of an enforcement notice. • Where correct Planning permission has not been obtained, and is required, this may be a ground for reducing the term to a 1-year licence. • A Licence holder may continue to stay on a reduced term of their licence if they still are a 'Cause for Concern' e.g. not fulfilling the training requirement, poor management etc.
8. Adding new property licence conditions	• When assessing a Property Licence application, where appropriate and in conjunction with the Council's Fit and Proper and Cause for Concern policies, we may add further conditions to remedy poor landlord behaviour or standards e.g. not fulfilling the training requirement, poor management etc.

9. Refusal to grant a property licence and Revocation of property licenses and approvals	• Where the Licence application is not made in accordance with the Council's application requirements; or • Where the Licence application is not accompanied by the appropriate fee; or • Where the proposed manager/licence holder is not a 'fit and proper' person; or • Where the proposed manager/licence holder is not the most appropriate person to hold a licence; or • Where the proposed manager/licence holder is not the person or an agent of a person who has control of the property; or • Where the proposed management arrangements are not satisfactory; or • Where the property is not reasonably suitable of occupation in regards the number of persons or households. • Where the Council consider that the licence holder or any other person has committed a serious breach or repeated breaches of a condition of the licence. • Or a combination of the above.
10. Prosecution	• At the charging stage there must be sufficient evidence for a realistic prospect of conviction, and it is in the public interest to prosecute under the Code of Crown Prosecutors. Once the case is heard in Court the Prosecution must prove the offence(s) beyond all reasonable doubt. • See section 3.22 for more detail.
11. Rent Repayment Orders (RRO)	• RROs will be considered after every successful prosecution or imposition of a Financial Penalty Notice for the following breaches: • failure to comply with an Improvement Notice (section 30, Housing Act 2004) or Prohibition Order, including Emergency Prohibition Orders (section 32 or 43, Housing Act 2004); • offences in relation to licensing of HMOs (section 72, Housing Act 2004) and/or Selective licensing of single-family houses (section 95, Housing Act 2004); • breach of a Banning Order (section 21, Housing and Planning Act 2016); • illegal eviction or harassment of occupiers (s1, Protection from Eviction Act 1977); • violence for securing entry (section 6, Criminal Law Act 1977); • tenancy breaches (section 16, Housing Act 1988); • breach of landlord redress scheme (section 67, Renters' Rights Act 2025) and • breach of private rented sector database requirements (section 92 Renters' Rights Act 2025). • Where a landlord has committed one or more of the above offences and they have received Housing Benefit or Universal Credit, a RRO application may be made to the First Tier Tribunal (Property Chamber-Residential Property).

12. Banning Order	• The Council may decide to seek a Banning Order following breach(es) of 'banning order offences' (set out under The Housing & Planning Act (Banning Order) Regulations 2018) by landlords or agents. A Banning Order lasts for a minimum of 12 months and prevents landlords or agents from letting their own properties or being involved in the lettings and property management industry across England.
13. Injunction	• Upon seeking legal advice, and where appropriate, the Council may seek an Injunction under section 222 of the Local Government Act 1972 where there are exceptional circumstances, where there is a clear need to protect the health, safety or wellbeing of a resident and where nothing short of an injunction will be effective.
14. Interim & Final Management Order	• The Council may decide to seek an Interim Management Order (IMO), following a breach of certain licensing offences, where the health and safety or welfare of the occupants is at serious risk (the 'health and safety condition' section 104 Housing Act 2004) and/or breach of a banning order by landlords and agents. An IMO lasts for a maximum of 12 months and gives control of the subject property to the Council. At the end of the Interim period a Final Management Order (FMO) of up to 5 years may be sought, which follows the same principles but on a longer-term basis.
15. Compulsory Purchase Orders (CPO) / Empty Dwelling Management Orders (EDMO)	• Where long term empty dwellings are causing problems in their neighbourhood the Council will consider the use of a suite of powers, including CPOs and EDMOs, to ultimately take ownership away from those who show no prospect of bringing their properties back into use. A systematic approach will be taken; with increasing use of stronger powers the longer cases are not adequately dealt with by owners.
16. Compensation Order / Confiscation Order	• Where landlords or others have benefited from the proceeds of a criminal activity an application may be made to recover any benefit, such as a Compensation Order under the Sentencing Act 2020 or a Confiscation Order under The Proceeds of Crime Act 2002.
17. Remediation Orders and Remediation Contribution Orders under the Building Safety Act 2022	• Where relevant landlords fail to remedy specified fire safety defects in certain buildings in a timely manner, the Council may make an application for a Remediation Order and/or Remediation Contribution Order to the First Tier Tribunal (Property Chamber-Residential Property).

APPENDIX 2: Policy for the Operation of Financial Penalty Notices and Financial Penalty Matrices

1 This Appendix sets out the specific policy that the Council will use when applying a financial penalty as an enforcement tool. Officers who use these Financial Penalty Notices (hereinafter 'FPN') will be trained in their use and be expected to follow the internal FPN procedure to ensure consistency and compliance with the law and statutory guidance. In this Appendix reference to a financial penalty or financial penalty notice has the same meaning as civil penalty or civil penalty notice.

2. In this policy 'landlord' encompasses superior landlords and, where the landlord is a limited company, includes directors and any other named officer(s) of that company. It also includes those acting or purporting to act on behalf of landlords (e.g. letting agents, managers, persons in control, licence holders), where they are responsible for a breach or offence. For the illegal eviction offence, a penalty notice can be served on anyone who has committed that offence and that person would also fall under the scope of this policy.

3. Under the Renters' Rights Act 2025 landlords must give their tenants prior notice that a particular ground for possession is relied upon and if it is not given and they subsequently rely upon that ground for possession of the property, then the landlord could face an initial fine of up to £7,000.

4. A number of grounds which require prior notice relate to a situation where a landlord lets the property to a tenant (intermediate tenant), who then goes on to let some or all of that property to another tenant (sub tenant). In this situation if the landlord owns the property and grants a tenancy to the intermediate tenant, they are called the superior landlord.

5. If a landlord has committed multiple breaches and/or offences, a separate FPN can, and often will, be imposed for each breach and/or offence. In each case, the level of any financial penalty imposed will be determined in accordance with this policy, including an assessment using the Totality principle where this is applicable. This requires a decision to be made on whether the aggregate penalty amounts are just and proportionate in respect of the breaches and/or offences that are subject to the enforcement action. Please refer to section 4 – Totality for full details of how this will be determined.

6. If multiple landlords have committed the same breach and/or offence at the same property, a separate financial penalty can, and often will, be imposed on each offender. In each case, the level of financial penalty imposed on each offender will be in accordance with this policy. Recipients will be jointly and severally liable for those penalties.

7. The matrices found at the end of this Appendix are used by officers in determining the penalty amounts for a FPN under the Housing and Planning Act 2016, the Renters' Rights Act 2025, as well as FPNs under section 6A of the Housing Act 2004 (hereinafter '6A FPNs'). They have been created having specific regard to the relevant pieces of law and the statutory guidance 'Civil penalties under the Renters' Rights Act 2025 and other housing legislation', published 13th November 2025 (hereinafter referred to as 'the guidance') and 'Statutory Guidance on Financial Penalties under Section 6A of the Housing Act 2004', which is contained within 'The Housing Health and Safety Rating System (HHSRS): Enforcement Guidance', published June 2026 (hereinafter referred to as 'the 6A guidance'). The 6A guidance closely mirrors the guidance and the details in this Appendix apply equally to all FPNs. Where the sets of guidance diverge this is clearly noted at each relevant point.

8. The scoring of the matrices involves four steps, which is explained in further detail below:
   A. Determining the seriousness of the breach or offence,
   B. Applying aggravating and mitigating factors,
   C. Financial considerations and
   D. Totality.

9. There are 3 types of FPN available to the Council. The first relates to 'breaches', of which there are 11, where a prosecution as an alternative is not an option. Evidence relating to breaches 1-8 (see Table 1 below) requires the evidence to meet the criminal burden of proof ('beyond reasonable doubt'). Breaches 9-11 (relating to Sections 33, 34, 56 (2) and 56(3) of the Renters' Rights Act 2025, see Table 1 below) have the lower civil burden of proof ('on the balance of probabilities'). These breaches have a maximum penalty of £7,000. In contrast the second relates to 'offences', which have a maximum penalty of £40,000 and apply to contraventions that allow for an alternative of a prosecution for that offence. These offences require the evidence to meet the criminal burden of proof ('beyond reasonable doubt'). The third relates to 6A FPNs where one or more Category 1 hazards have been identified and have a maximum penalty of £7,000. Aside from the evidential requirements for breaches 9-11 and maximum fines, the mechanics of how the relevant matrices work remains the same, albeit with different starting points. The starting points are lower on the matrix for scoring 'breaches' when compared with the matrix used to score 'offences'. The 3 matrices are called Breach FPN, Offence FPN and 6A FPN so that they are distinguishable from each other.

10. Each of the rows in the relevant matrix takes into account the criteria set out in the applicable guidance. Each row produces an ongoing penalty amount dependent on the evidence and assessment of that issue. The first row is the initial starting point of the process and relates to the severity of the breach/offence in question, which sets the starting amount for any given penalty These amounts are set out in the relevant guidance, except for the licence conditions offences, which have been set locally and in relation to the relative severity of each licence condition breach. Each subsequent row then amends the ongoing penalty amount, either higher or lower depending on the factors. The final row produces a total.

11. The adjustments of the penalty amount are cumulative with each subsequent assessment producing an ongoing sub-total, which is then adjusted at each decision point. As can be seen there could be circumstances where adjustments could reduce the penalty to a negligible amount or go above the maximum. In order to prevent these scenarios from occurring, and to provide more clarity to landlords, a minimum and maximum range of fines are applied. This range is set at a minimum of 25% below the starting point and a maximum of 25% above the starting point. At the final stage the maximum penalty cap of either £7,000 or £40,000 will always apply even if the ongoing calculations and 25% maximum range have exceeded that amount. Conversely, where any given step results in a sub-total that falls 25% below the original starting point, no further reduction in adjustment is permitted but would remain at that level in order to ensure that the outcome always acts as a deterrent, i.e. a minimum penalty cap applies. For example, a starting point penalty amount of £10,000 cannot fall below £7,500 regardless of the aggravating or mitigating factors applied.

12. See section 13 immediately below for full details of this process and the setting of FPN starting points, including the locally set adjustment for rent levels and minimum and maximum penalty ranges.

A. Determining the seriousness of the breach or offence

13. The guidance and 6A guidance set out starting points for penalties for the range of applicable breaches and offences. They also allow local authorities to amend these starting points based on local rent levels, so that where rent levels are higher than the national average an increase to the starting points may be applied thus increasing the deterrent effect in a proportionate way. Currently rents in Newham are 34% higher than the English national average - based on the ONS database referred to in the guidance: https://www.ons.gov.uk/economy/inflationandpriceindices/bulletins/privaterentandhousepricesuk/february2026#private-rents-for-local-areas which confirms average monthly rent

for Newham. At the date of publishing the most recently available data (February 2026) identifies a monthly average for Newham of £1,910 and an English average of £1,423.

14. Consequently, the starting points are increased by 10% reflecting the higher than average rents in Newham so that they are just and proportionate. This increase will be reviewed annually by Head of Service according to the current ONS data available at that time.

15. The starting points are set out as follows in Table 1, below:

Table 1 – Financial Penalty Starting Points

Breach (B) or Offence (O)	Fee Starting Points	Minimum potential penalty	Maximum potential penalty
1. B – Attempting to let the property for a fixed term – Housing Act 1988 s16E(1)(a) *	£4,400	£3,300	£5,500
2. B – Attempting to end the tenancy by service of a notice to quit - Housing Act 1988 s16E(1)(b) *	£6,600	£4,950	£8,250; but maximum cap of £7,000 applies.
3. B - Attempting to end the tenancy orally, or require that it is ended orally – Housing Act 1988 s16E(1)(c) *	£6,600	£4,950	£8,250; but maximum cap of £7,000 applies.
4. B - Serving a possession notice that attempts to end the tenancy outside of the proscribed section 8 process - Housing Act 1988 s16E(1)(d) *	£6,600	£4,950	£8,250; but maximum cap of £7,000 applies.
5. B - Relying on a ground where the person does not reasonably believe that the landlord is/will be able to obtain possession - Housing Act 1988 s16E(1)(e) *	£6,600	£4,950	£8,250; but maximum cap of £7,000 applies.
6. B - Failing to provide a tenant with prior notice that a ground which requires it may be used - Housing Act 1988 s16E(1)(f) *	£3,300	£2,475	£4,125
7. B - Failing to issue a written statement of terms within 28 days of an assured tenancy coming into existence - Housing Act 1988 s16D *	£4,400	£3,300	£5,500
8. B - Failing to provide an existing tenant with prescribed information about changes made by the Renters' Rights Act - paragraph 7 of Schedule 6 to the Renters' Rights Act 2025	£4,400	£3,300	£5,500
9. B – Discrimination against those on benefits or with children in the lettings process – Renters' Rights Act 2025 s33 and 34 #	£6,600	£4,950	£8,250; but maximum cap of £7,000 applies.

10. B – Failure to specify proposed rent within a written advertisement or offer – Renters' Rights Act 2025 s56(2) **#**	£3,300	£2,475	£4,125
11. B – Inviting, encouraging or accepting any offer of rent greater than the advertised rate – Renters' Rights Act 2025 s56(3) **#**	£4,400	£3,300	£5,500
12. One or more Category 1 hazards identified – Housing Act 2004 s6A **§**	£6,600	£4,950	£8,250; but maximum cap of £7,000 applies.
***** Continuing breaches (28 days or more after the initial breach) or repeat breaches (within 5 years of the original breach) become an offence and subject to a possible Offence FPN – see row 4 below.	-	-	-
# Continuing breaches (28 days or more after the initial breach) or repeat breaches (within 5 years of the original breach) do not become an offence but are liable to one or more further Breach FPNs.	-	-	-
§ These FPNs operate separately from Breach and Offence FPNs but use a similar process to determine the penalty amount. See paragraph 9 above. Departures from the Breach and Offence process is noted in applicable sections of this Appendix.	-	-	-
1. O - Unlawful eviction and harassment – s1(2) and (3) Protection from Eviction Act 1977	£38,500	£28,875	£48,125; but maximum cap of £40,000 applies.
2. O – Relying on a ground knowing the landlord would not be able to obtain possession or being reckless as to whether they would - Housing Act 1988 s16J(1)	£33,000	£24,750	£41,250; but maximum cap of £40,000 applies.
3. O - Reletting or remarketing a property within the 12 month no-let period after using the moving or selling grounds – Housing Act 1988 s16J(2)	£27,500	£20,625	£34,375
4. O - Continuing breach, or repeat breach committed within 5 years of receiving a penalty for first breach – Housing Act 1988 s16J(3) and (4)	Double the starting level for the two breaches added together	Dependent on relevant breaches.	Dependent on relevant breaches, but maximum cap of £40,000 applies.
5. O - Failure to comply with an Improvement Notice – Housing Act 2004 s30(1)	£27,500	£20,625	£34,375
6. O - Mandatory or Additional HMO unlicensed – Housing Act 2004 s72(1)	£18,700	£14,025	£23,375

7. O – Knowingly permitting over-occupation of an HMO – Housing Act 2004 s72(2)	£22,000	£16,500	£27,500
8. O - Licence conditions breach HMO – Housing Act 2004 s72(3)			
a. Written Statement of Terms of Occupancy	a. £4,400	£3,300	£5,500
b. Gas Safety Certificate	b. £11,000	£8,250	£13,750
c. Fire Alarm / Emergency Lighting Test Certificate (Including battery powered smoke detectors and battery powered Carbon Monoxide alarms)	c. £22,000	£16,500	£27,500
d. Electrical Installation Condition Report (EICR)	d. £11,000	£8,250	£13,750
e. Electrical appliance test certificate	e. £5,500	£4,125	£6,875
f. Property Inspection Records	f. £16,500	£12,375	£20,625
g. Pest Control Treatment Records	g. £5,500	£4,125	£6,875
h. Tenancy Deposit Scheme Paperwork	h. £3,300	£2,475	£4,125
i. Tenancy Management Arrangements	i. £3,300	£2,475	£4,125
j. Copies of References for Occupants	j. £3,300	£2,475	£4,125
k. Name and Details of Occupant	k. £3,300	£2,475	£4,125
l. Failure to arrange access for council officers when requested	l. £11,000	£8,250	£13,750
9. O - Property subject to selective licensing unlicensed – Housing Act 2004 s95(1)	£13,200	£9,900	£16,500
10. O - Licence conditions breach selective – Housing Act 2004 s95(2)			
a. Written Statement of Terms of Occupancy	a. £4,400	£3,300	£5,500
b. Gas Safety Certificate	b. £11,000	£8,250	£13,750
c. Fire Alarm / Emergency Lighting Test Certificate (Including battery powered smoke detectors and battery powered Carbon Monoxide alarms)	c. £16,500	£12,375	£20,625
d. Electrical Installation Condition Report (EICR)	d. £11,000	£8,250	£13,750
e. Electrical appliance test certificate	e. £5,500	£4,125	£6,875
f. Property Inspection Records	f. £16,500	£12,375	£20,625
g. Pest Control Treatment Records	g. £5,500	£4,125	£6,875
h. Tenancy Deposit Scheme Paperwork	h. £3,300	£2,475	£4,125
i. Tenancy Management Arrangements	i. £3,300	£2,475	£4,125
j. Copies of References for Occupants	j. £3,300	£2,475	£4,125
k. Name and Details of Occupant	k. £3,300	£2,475	£4,125
l. Failure to arrange access for council officers when requested	l. £11,000	£8,250	£13,750
11. O – Failure to comply with an Overcrowding Notice - Housing Act 2004 s139(7)	£22,000	£16,500	£27,500
12. O – Breach of HMO management regulations made under Housing Act 2004 s234(1)			
a. Failure to provide information to the occupier (Regulation 3)	a. £3,300	£2,475	£4,125
b. Failure to take safety measures (Regulation 4)	b. £22,000	£16,500	£27,500
c. Failure to maintain water supply and drainage (Regulation 5)	c. £11,000	£8,250	£13,750
d. Failure to supply and maintain gas and electricity or supply gas safety certificate (Regulation 6)	d. £13,200	£9,900	£16,500
e. Failure to maintain common parts (Regulation 7)	e. £7,700	£5,775	£9,625
f. Failure to maintain living accommodation (Regulation 8)	f. £7,700	£5,775	£9,625

g. Failure to provide adequate waste disposal facilities (Regulation 9)	g. £7,700	£5,775	£9,625
13. O – Breach of a banning order – Housing and Planning Act 2016 s21(1)	£38,500	£28,875	£48,125; but maximum cap of £40,000 applies.

B Applying Aggravating and Mitigating Factors

16. These factors will be determined on a case-by-case basis and will adjust the starting points either up or down based on the factors present. Aggravating factors will adjust the starting points upwards whereas mitigating factors will result in adjusting the starting points downwards. Both factors will be determined by the culpability of the offender and harm caused.

Culpability

- number of properties owned or managed
- previous history of non-compliance
- any admission of guilt
- how quickly any non-compliance has been remedied, if at all

Harm

- the level of risk posed to the safety and wellbeing of tenants
- if that risk has materialised
- the vulnerability of tenants

17. The adjustments to be applied are set out in the following Table 2 and will need to be evidenced by the officer completing the matrix as to why any given adjustment has been applied.

18. 6A FPNs follow the process set out above with the following exceptions in Table 2: Items 4-7 do not apply. Items 8-10 apply solely to 6A penalty notices, alongside Items 1-3.

Table 2 – Applying Aggravating or Mitigating Factors

Factor	**Consideration – Aggravating (A) or Mitigating (M)**	**% adjustment + or -**
1. Number of properties owned or managed	1 property – M 2 properties – M 3 - 5 properties – A > 5 properties – A	-10 -5 +5 +10
2. Previous history of non-compliance*	No previous enforcement history – M Minor previous enforcement – M Recent second time offender – A Multiple offender - A Serial offender – A	-10 -5 +5 +10 +20
3. Any admission of guilt	Admission of guilt – M No admission of guilt – A	-5 +5

4. How quickly any non-compliance has been remedied, if at all	Remedied swiftly once notified (within 1 month) - M Remedied in medium term (up to 3 months) – M Remedied in long term (> 3 months) – A Not remedied – A	-10 -5 +5 +10
5. The level of risk posed to the safety and wellbeing of tenants and/or the local community, if applicable#	Very minor risk – M Minor risk – M Moderate risk – A High risk – A Imminent high risk – A	-10 -5 +5 +10 +20
6. If that risk has materialised	Risk has not materialised - M Risk has materialised – A	-10 +10
7. The vulnerability of tenants $	No vulnerabilities identified – M 1 vulnerable tenant identified – A 2+ vulnerable tenants identified – A	0 +10 +20
8. The length of time the responsible person has known about the severity and existence of the hazard(s) §	Under 1 month - M 1 - 2 months - M 3 - 6 months - A More than 6 months – A	-10% -5% + 5% +10%
9. What steps, if any, the responsible person has taken to remove the hazard(s) § ϴ	Steps taken - M No steps taken – A	-10% +10%
10. Whether the level of harm or potential harm of the hazard(s) was particularly high §	Not particularly high hazard(s) - M Particularly high hazard(s) - A	-10% +10%

* Previous history being here defined as within 5 years of any previous conviction(s), (including relevant spent convictions), any previous penalty notice(s) served, previous Rent Repayment Orders or any other non-compliance witnessed by PSHS officers. Custodial sentences are considered spent depending on how long the sentence is, convictions resulting in a fine are spent after 1 year. Details are set out in the Rehabilitation Periods table: Rehabilitation Periods - GOV.UK

This consideration primarily relates to the risk to tenant(s). Where the risk solely relates to the local community the adjustment needs to be made on a case-by-case basis as to the significance of that risk. E.g. the risk of a falling roof tile could be high to any passer-by and justify an adjustment close to the original. A lower risk scenario, such as rubbish in the front yard at a property, would potentially justify a lower adjustment.

$ Non-exhaustive examples of vulnerability 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, victims of trafficking or sexual exploitation and pregnant women.

§ These factors only apply to 6A FPNs.

ϴ See also Table 3A which also indicates how quickly the person responsible has taken action to remove the hazard(s).

C Financial considerations

19. Steps 1 & 2 (Seriousness of Offence and Aggravating & Mitigating Factors) produce a sub-total for the penalty amount. This step is then applied to reach a final penalty amount.

20. The Council will need to consider whether the final penalty is sufficient to act as an effective deterrent to future non-compliance. It is essential that, as an absolute minimum, landlords do not financially benefit from their offending behaviour. The guidance states that this can be defined as the profit arising from the offending behaviour during the period of the offence. Where evidence of rental income is obtained this will be multiplied by the duration of the offence to give an estimated income. This will then be compared as a percentage of the estimated cost of complying with the relevant breach or offence. An adjustment will then be applied based on whether the estimated income is higher or lower than this estimated compliance cost.

21. Table 3 below sets out what adjustments will be made when considering this step. 6A FPNs have a similar process, although there is no comparison with an estimated compliance cost. The specific criteria for 6A FPNs are found in Table 3A below, under Table 3:

Table 3 – Financial considerations

Factor	**Aggravating (A) or Mitigating (M)**	**% adjustment + or -**
Rental income and duration of breach or offence (in months) leading to an estimated income versus the estimated cost of compliance expressed as a % i.e. income / compliance cost x 100*	Estimated income compared to the estimated cost of compliance as a % 0-50% - M 51-100% - M 101-200% - A >200% - A	 -10 -5 +5 +10

* Where the Council has evidence that it considers to be sufficiently reliable regarding rental income and/or asset value from the landlord, it may determine that an increase in the level of the penalty is appropriate in order to negate any profit made and achieve effective deterrence. This step will need to be re-scored if any representation is received following service a Notice of Intention whereby sufficient and reliable documentary evidence relating to this factor is provided. When determining this factor any evidence will, as a minimum, need to be based on the following list of sources (where available):

- Tenancy agreements with rental levels stated;
- Details of rent paid by any tenants, whether formally e.g. via bank transfer, or informally such as collections of cash payments (via a statement from any occupants affected);
- Proof of the duration of the breach or offence so that any rental income is multiplied by the number of months that the breach or offence has occurred. This is based on officer's evidence of the duration of any offence and does not extend to unsubstantiated or third-party reports of offence duration;
- A search of the National Anti-Fraud Network database where a criminal offence has been committed.

Table 3A – Financial considerations for 6A FPNs

Factor	Aggravating (A) or Mitigating (M)	% adjustment + or -
Rental income derived from rent multiplied by the length of time in months the responsible person has known about the severity and existence of the hazard(s) *	Rental income Under £2000 - M £2,000-£3,999 - M £4,000-£12,000 - A Over £12,000 - A	 -10 -5 +5 +10
* Where the Council has evidence that it considers to be sufficiently reliable regarding rental income it may determine that an increase in the level of the penalty is appropriate in order to negate any profit made and achieve effective deterrence. This step will need to be re-scored if any representation is received following service a Notice of Intention whereby sufficient and reliable documentary evidence relating to this factor is provided. When determining this factor any evidence will, as a minimum, need to be based on the following list of sources (where available): • Tenancy agreements with rental levels stated; • Details of rent paid by any tenants, whether formally e.g. via bank transfer, or informally such as collections of cash payments (via a statement from any occupants affected);		

22. Two basic examples of the application of financial considerations using Table 3 are shown below:

23. **Example 1** – The council identifies an unlicensed property which is required to be licensed under the Selective Licensing regime. After an investigation the offence is witnessed, and a decision is made to serve a penalty notice. At the financial considerations stage, it is established that the rent for the property is £2,000 per month. Council records show that no licence has been in place since the previous licence expired 8 months previously. The compliance cost would be the cost of a full application for a licence, being £750. The profit is calculated as £2,000 x 8 = £16,000 and this is compared against the compliance cost of £750 (750/16000 x 100 = 2133%). The profit is therefore over 200% of the value of the compliance cost and an adjustment of +10% is applied.

24. **Example 2** – An improvement notice is served by the council with an expiry date of 30th November 2025. The case officer makes some re-visits but notes that works remain outstanding. The latest re-visit is carried out on 10th May 2026 giving a duration of 5 months of non-compliance. The rent is established as £1,800 per month. The estimated compliance cost is £15,000. The profit is calculated as £1,800 x 5 = £9,000 and compared against the compliance cost (9000/15000 x 100 = 60%). The profit is 60% of the compliance cost and therefore an adjustment of -5% is applied.

25. Financial circumstances will be considered both at the Notice of Intention stage as well as after any written representations have been received and as part of the determination of any final notice.

26. 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.

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

- The last three full tax years' full self-assessment tax returns filed with HMRC, including all additional and supplemental pages;
- The last three full tax years' SA302 documents & tax year overviews;
- The last three months' payslips;
- The last three years' P60 certificates;
- The last twelve months' Universal Credit payment statements;
- A list of all property assets owned or jointly owned (not limited to rental properties), together with corresponding Land Registry title documents;
- A list of all property assets owned, or held on a long lease, by any corporate entity in which the landlord has a beneficial interest, together with corresponding Land Registry documentation;
- The most recent annual mortgage statement for each property, or the last twelve months' mortgage statements where the mortgage has been in place for less than twelve months;
- Valuation statements for all ISAs held;
- Statements from any 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;
- Any other documentation which may support the representation e.g. any estimated or paid costs of works associated with the penalty notice.

28. 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 FPN as imposed.

29. 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.

D Totality

30. As the final step before deciding what level of penalty to impose and issuing the final notice, the Council will, in accordance with the applicable statutory guidance, consider any other FPNs being issued against the same offender in respect of breaches and/or offences committed at the same time. When multiple breaches and/or offences have occurred, whether they arise out of the same or different incidents, if the aggregate amount is not just and proportionate, the Council may consider whether all of the civil penalties should be reduced to reach an aggregate amount that is just and proportionate.

31. For cases where the Council has determined, having considered Totality, that the level of penalties should be reduced a reduction (applied to each FPN), as set out in the table below, may be applied to the original calculated financial penalties. The level of the reduction offered will in each case depend on case specific factors and circumstances, in accordance with that table. The Council will consider Totality in the following circumstances:

a. Where a person has committed more than one breach or offence at or around the same time and the Council intends, correspondingly, to impose more than one FPN; and/or
b. Where the breach or offence is committed by a body corporate and the Council intends to impose a separate FPN on both the company and one or more relevant officers of that company, pursuant to s.251 Housing Act 2004.

32. In considering Totality, the overriding policy objective is to reflect all of the offending behaviour (with reference to overall harm and culpability, together with any aggravating and mitigating factors relating to the breaches and/or offences and those personal to the offender) to determine the final level of a financial penalty that is (or penalties that are) appropriate in the circumstances.

33. In applying this element of the enforcement policy:

a. There is no automatic right to a reduction under Totality. For example, where the offender is a portfolio landlord or large property agent that has committed multiple breaches and/or offences resulting in multiple FPNs, the Council may decide that no Totality reduction should be offered given the nature and scale of the offending.

   In this regard, it should be noted that in relation to offences for which a local authority has the power to impose a financial penalty of up to £40,000 as an alternative to a criminal prosecution, the Magistrates' Court has the power to impose an unlimited fine for these same offences.

b. In cases where the Council has determined to impose financial penalties in respect of the same breach or offence (including for example on a company and one or more of its directors), it may decide to offer a reduction under Totality to one person (or persons) and not the other(s) or to afford different levels of reduction to each person based upon the circumstances of the case.

34. Where the Council decides that a reduction for Totality should be made, the following reductions, up to a maximum of 20% of the original calculated penalty amount, will apply for each individual or company in Table 4, below:

Table 4 – Totality Reductions for Financial Penalty Notices

Number of FPNs on each individual, company or relevant company officer (as defined in S.251 Housing Act 2004)	**Reduction in amount of each penalty (against original calculated penalty as a %). Note that 20% is the maximum reduction applied under this policy to the original calculated fine level**
Less than 4	5%
4	10%
5	15%
6 or more	20%
Totality Example scenario: Ann and Joe Bloggs are confirmed Directors of Bloggs Ltd and are relevant company officers under s.251 Housing Act 2004. 2 offence FPNs are prepared by the Council for £10k and £5k. **Step 1 -** The Council decides under this policy if Totality should apply in this case.	**Under this Policy:** **For Ann Bloggs:** 1 x £5k,1 x £10k and she has an interest in the 2 FPNs served on Bloggs Ltd, so 4 FPNs in total. Therefore a 10% Totality reduction from this table is applied, being a £1.5k reduction = **£13.5k** **For Joe Bloggs:** 1 x £5k,1 x £10k and he has an interest in 2 FPNs served on Bloggs Ltd, so 4 FPNs in total. Therefore a 10% Totality reduction from this table is applied, being a £1.5k reduction = **£13.5k**

Step 2 - If satisfied that Totality applies the Council then works out the number of penalties that are being considered and the % reduction from this table.	**For Bloggs Ltd:** 2 FPNs are served totalling **£15k** and no need to consider any further as Totality already applied when considering penalties for Ann and Joe Bloggs, so **£15k applies.** In this scenario the total FPN fines issued for these 2 offences = £13.5k + £13.5k + £15k = **£42k issued.**

35. The Council may make the offer of any reduction(s) under Totality conditional. For example, in the event that the Council has decided to impose multiple FPNs against a person and, having considered the circumstances of the case, has determined to offer a reduction under Totality for each or any of the penalties, the reduction may be conditional on the person paying each of those penalties by a given date. In the event that fewer penalties were subsequently paid, the offered reduction would normally be withdrawn or reduced in value. Similarly, in the case of a reduction offered under Totality in relation to the situation described in section 33 b) above, the reduction would normally be withdrawn or reduced in value should it later be determined that the other party (or parties) should not pay a penalty or should pay a lesser penalty than originally imposed.

Joint ownership

36. Where an address where an offence has been committed is jointly owned (e.g. by a wife and husband), and the Council determines that it is appropriate to impose a separate FPN on two or more individuals, it will not consider Totality (unless Totality is otherwise engaged e.g. a property is owned by two persons who are also directors of a limited company and the Council has determined to impose penalties both on the company and one or more directors). Where an address is jointly owned and the Council is satisfied that a relevant housing offence or offences has/have been committed without a reasonable excuse, it may impose separate penalties on each individual owner. It may also decide not to impose a separate penalty on an individual owner if it is satisfied that this person has played no active role in the letting or management of the rented property, even though they may have committed an offence through a strict interpretation of the relevant legal provisions, which are strict liability offences. The Council may also impose different fine levels where more than one joint owner is issued with a FPN, for example where different mitigating/aggravating features and/or exceptional circumstances apply.

Practical Considerations & Representations

37. The Council has a duty to act fairly, transparently and consistently when assessing financial penalties. To maintain fairness between all landlords, the Council will not give weight to claims that might reduce the amount of a FPN without any supporting evidence which would be considered information ordinarily available to the landlord. However, where those claims are supported by evidence that the Council reasonably considers to be relevant, reliable, credible, and sufficient in scope and detail the Council will give proper consideration of that evidence. Accordingly, the Council expects landlords against whom a financial penalty is being considered to provide all documents and records that would ordinarily exist if their account were accurate.

38. Where claims are submitted to the Council without sufficient supporting evidence, the Council may request specified supporting material before determining the penalty amount on the final notice. If it does not receive these documents within a reasonable and specified time, then the Council will proceed on the basis that no sufficient proof has been provided.

39. These documents may be provided at any point during the Council's investigation (and would usually be expected to be provided as part of any representation, if not before) but where such records are only provided once a final notice has been served then they will only be considered in exceptional circumstances.

40. At any stage of the process where such evidence is not provided, and no explanation that the Council considers adequate is given, the Council may draw an adverse inference.

41. There may be exceptional circumstances that the Council will consider, which may reduce the penalty amount. This includes health circumstances, for example a serious health condition or medical incident (such as heart attack, cancer, stroke), has been experienced by the landlord during or in the period immediately preceding the breach or offence and clear evidence has been provided that this had a material impact on the landlord's ability to comply with the relevant legal obligation and FPN. There may also be instances where the landlord can prove they had limited responsibility such as a landlord who became involved after an unforeseen change in circumstances (such as death of the previous landlord) and the breach / offence was committed for a limited period whilst putting their affairs in order. However, as it is not possible to provide a prescriptive definition of what 'exceptional circumstances' might encompass this will remain at the discretion of the case officer alongside a review with a senior officer.

42. The matrices are reproduced below. Note that the Breach FPN matrix operates in exactly the same way as the Offence FPN matrix, except with different starting points and a different maximum penalty amount. The 6A FPN matrix closely mirrors the Breach FPN and Offence FPN matrices, with deviations noted in sections 18 and 21, above.

Private Sector Housing Financial Penalty Matrix (Breach)

Officer Name: Date:
Name of Offender: Uniform ref:

Section 1 – Seriousness of breach

Breach: **Select breach**

Starting Fine Amount: **£0**

Section 2 – Applying aggravating or mitigating factors

Factor	Consideration – Aggravating (A) or Mitigating (M)	Adjust-ment (%)	Adjust-ment (£)	Evidence based justification of Officer
1. Number of properties owned or managed	Select	0	£0.00	
2. Previous history of non-compliance	Select	0	£0.00	
3. Any admission of guilt	Select	0	£0.00	
4. How quickly any non-compliance has been remedied, if at all	Select	0	£0.00	
5. The level of risk posed to the safety and wellbeing of tenants and/or the local community, if applicable	Select	0	£0.00	
6. If that risk has materialised	Select	0	£0.00	
7. The vulnerability of tenants	Select	0	£0.00	

Section 3 – Financial considerations

Factor	Consideration – Aggravating (A) or Mitigating (M)	Adjust-ment (%)	Adjust-ment (£)	Evidence based justification of Officer
1. Rental income and duration leading to estimated income compared to estimated compliance cost	Select	0	£0.00	

Section 4 – Final penalty calculation

Subtotal after Sections 1–3:	£0.00
Minimum allowable fine (25% below starting fine):	£0.00
Maximum allowable fine (25% above starting fine):	£0.00
Maximum allowable penalty:	£7,000.00
Final Penalty:	**£0.00**

Private Sector Housing Financial Penalty Matrix (Offence)

Officer Name: Date:
Name of Offender: Uniform ref:

Section 1 – Seriousness of offence

Offence: Select offence

Starting Fine Amount: **£0**

Section 2 – Applying aggravating or mitigating factors

Factor	Consideration – Aggravating (A) or Mitigating (M)	Adjust-ment (%)	Adjust-ment (£)	Evidence based justification of Officer
1. Number of properties owned or managed	Select	0	£0.00	
2. Previous history of non-compliance	Select	0	£0.00	
3. Any admission of guilt	Select	0	£0.00	
4. How quickly any non-compliance has been remedied, if at all	Select	0	£0.00	
5. The level of risk posed to the safety and wellbeing of tenants and/or the local community, if applicable	Select	0	£0.00	
6. If that risk has materialised	Select	0	£0.00	
7. The vulnerability of tenants	Select	0	£0.00	

Section 3 – Financial considerations

Factor	Consideration – Aggravating (A) or Mitigating (M)	Adjust-ment (%)	Adjust-ment (£)	Evidence based justification of Officer
1. Rental income and duration leading to estimated income compared to estimated compliance cost	Select	0	£0.00	

Section 4 – Final penalty calculation

Subtotal after Sections 1–3:	£0.00
Minimum allowable fine (25% below starting fine):	£0.00
Maximum allowable fine (25% above starting fine):	£0.00
Maximum allowable penalty:	£40,000.00
Final Penalty:	**£0.00**

Private Sector Housing Financial Penalty Matrix
Category 1 hazard(s) – s6A Housing Act 2004

Officer Name: Date:

Name of Offender: Uniform ref:

Section 1 – Seriousness of breach

Breach: **Category 1 hazard(s) have been identified at [insert address] and it would have been reasonably practicable for the responsible person to secure the removal of the hazard(s).**

Starting Fine Amount: **£6,600**

Section 2 – Applying aggravating or mitigating factors

Factor	Consideration – Aggravating (A) or Mitigating (M)	Adjust-ment (%)	Adjust-ment (£)	Evidence based justification of Officer
1. The length of time the responsible person has known about the severity and existence of the hazard(s)	Select	0	£0.00	
2. What steps, if any, the responsible person has taken to remove the hazard(s)	Select	0	£0.00	
3. Whether the level of harm or potential harm of the hazard(s) was particularly high	Select	0	£0.00	
4. Previous history of non-compliance	Select	0	£0.00	
5. Number of properties owned or managed	Select	0	£0.00	
6. Any admission of guilt	Select	0	£0.00	

Section 3 – Financial considerations

Factor	Consideration – Aggravating (A) or Mitigating (M)	Adjust-ment (%)	Adjust-ment (£)	Evidence based justification of Officer
1. Rental income, derived from rent multiplied by the length of time in months the responsible person has known about the severity and existence of the hazard(s)	Select	0	£0.00	

Section 4 – Final penalty calculation

Subtotal after Sections 1–3:	£0.00
Minimum allowable fine (25% of starting fine):	£4,950.00
Maximum allowable fine (25% above starting fine):	£8,250.00
Maximum allowable fine (£7,000):	£7,000.00

Final Penalty: **£0.00**