Private Sector Housing Enforcement Policy

2026-2031

Coventry City Council

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1 Introduction

Coventry City Council considers the protection of public health paramount and is therefore committed to ensuring that all privately rented properties and social housing in Coventry meets minimum standards.

The Council commits to working with owners, private and social landlords, letting agents and tenants to safeguard housing conditions and prevent wider environmental issues arising from rented homes in Coventry.

The Council will support statutory compliance by:

1. Facilitating the administration and enforcement of both the mandatory and discretionary additional licensing schemes for prescribed Houses in Multiple Occupation (HMOs).
2. Undertaking inspections and audits.
3. Providing advice and education to landlords and agents, helping them to reduce issues and raise housing standards, and,
4. Serving statutory notices against landlords who fail to comply with their legal requirements.

Coventry City Council recognises and affirms the importance of achieving and maintaining consistency in its approach to making decisions that concern regulatory enforcement action, including prosecution.

In deciding upon enforcement options, each case will be investigated and judged on its own merits.

Any enforcement taken will be proportionate to the risk presented and decided upon in accordance with:

1. Official statutory guidance provided by Government.
2. Better Regulation Delivery Office - Regulators' Code
3. Coventry City Council's Enforcement Policy Coventry City Council – Regulation, Communities and Environmental Enforcement Policy – Coventry City Council, and,
4. The Code of Crown Prosecutors evidential and public interest tests The Code for Crown Prosecutors | The Crown Prosecution Service.

The Council will also have due regard for relevant non statutory guidance provided by Government and relevant Council procedures, unless inappropriate in the circumstances.

The Regulators' Code was introduced in 2014 and gives direction on how enforcement bodies must approach the enforcement of the laws to which it applies.

- This requires a supportive, informal approach first, with legal action normally only following if such an approach hasn't been effective.
- The Renters' Rights Act is predicated on an 'enforcement first approach' – see Guidance

The list of laws to which the Regulators' Code applies are in schedules to the The Legislative and Regulatory Reform (Regulatory Functions) Order 2007

- The housing legislation to which it **does apply** is:
    - Parts 8, 9 and 10 of the Housing Act 1985 – (Area Improvement, Slum Clearance, Overcrowding)
    - Part 8 of the Housing Act 1996 – (Miscellaneous and general provisions)
    - Parts 2 to 5 of the Housing Act 2004 – (HMO and other licensing, management orders)
- It **does not** apply to:
    - The Renters' Rights Act 2025 itself
    - The 'landlord legislation' listed in S107(5) of that Act
    - Part 1 of the Housing Act 2004 – (Housing conditions and HHSRS)

The Council takes the enforcement of conditions in the Private Rented Sector (PRS) and Social Housing (SH) extremely seriously. Where it is considered to be necessary and proportionate, the Council will use its enforcement powers to full effect.

2 Purpose

This policy details how the Council will enforce the legislation it has available to it to deal with issues in the PRS and SH sectors.

Should the Council pursue legal proceedings or if an enforcement action is to be appealed against for example, this policy provides a reliable point of reference.

3 Legal Framework

This policy incorporates the provisions for Coventry City Council to enforce and exercise its duties as a Local Housing Authority, determined by the following Acts and Regulations:

Housing Act 1985.
Housing Act 1988.
Housing Act 2004.
Housing and Planning Act 2016.
Supported Housing (Regulatory Oversight) Act 2023.
Renters' Rights Act 2025.
Protection from Eviction Act 1977.

Environmental Protection Act 1990.
Building Act 1984.
Prevention of Damage by Pests Act 1949.
The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020.
The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015.
The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022.
Tenant Fees Act 2019.
The Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2019.
Consumer Rights Act 2015.
Local Government (Miscellaneous Provisions) Act 1976.
Local Government (Miscellaneous Provisions) Act 1982.
Public Health Act 1936.
Public Health Act 1961.
Local Government and Housing Act 1989.
Local Government Act 1972.
Immigration Act 2014.
Caravan Sites and Control of Development Act 1960.
The Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014.

4 Roles and Responsibilities

Authorised Officers of the Council

All authorised officers of Coventry City Council must have regard to this policy and make enforcement decisions in accordance with statutory guidance and the Council's procedures.

Landlords and Letting Agents

The Council considers those responsible for letting and managing property a business. Landlords and letting agents of privately rented accommodation and social housing are therefore expected by the Council to:

1. Have a good understanding of the duties and responsibilities placed upon them by the various legislation in respect to housing standards and management issues.
2. Conduct their business in a professional manner with a reasonable level of skill and application of the requirements.

Landlords and agents may refer to the Council's guide to minimum property standards HMO licensing – Coventry City Council and to liaise with Council Officers or other professionals to confirm the extent to which additional requirements apply to any addresses let out as Houses in Multiple Occupation (HMOs).

Tenants

The Council expects tenants to act in a ‘tenant-like manner’; the term 'tenant-like manner' comes from the judgement of Lord Denning in Warren v Keen 1953 where Lord Denning said:

“*The tenant must take proper care of the place. In short, he must do the little jobs around the place which a reasonable tenant would do. In addition, he must not, of course, damage the house wilfully or negligently... but apart from such things, if the house falls into disrepair through fair wear and tear or lapse of time or for any reason not caused by him, the tenant is not liable to repair it*”.

5 Approach to Enforcement

Concerns about housing conditions may be raised via a complaint made to the Council by a tenant or another member of the public, identified on a Council visit to the property, or discovered as part of an audit or other investigation.

Generally, wherever possible, it is the Council’s preference that landlords are first given the opportunity to investigate any reported problems at their properties.

Tenants are therefore advised to initially put their complaint in writing to the landlord to:

a) highlight the alleged deficiencies,
b) request that the complaint be investigated, and
c) call for the necessary remedial action to be taken.

The Council expects landlords to respond to the concerns of their tenants within 21 days and undertake any necessary repairs and improvements thereafter, without the need for the Council to intervene.

Where the landlord has failed to respond, or not resolved the issues raised by the tenant the Council will consider this as the informal stage and contact the tenant to establish the nature of the concern, obtain details of the disrepair present and decide on the most appropriate course of action.

The Council may arrange to visit the property, and further visits may be required to assess if the necessary work has been completed

Depending on the circumstances of the case, there are a number of courses of action the Council may decide to take, these include:

No Action - No action will be taken when premises are found to be satisfactory

Informal Action - In most cases when minor deficiencies are identified, an informal approach of providing written or verbal advice to the landlord may be deemed sufficient.

Formal Action - Coventry City Council will consider formal action where:

- There is a strict liability to comply and a risk to public health exists.
- There is a blatant or deliberate contravention of the law.
- There is a history of non-compliance, or cooperation for an informal approach is not forthcoming.
- Action agreed as part of an informal process is not being progressed within agreed timescales.

The enforcement options available to the Council vary in line with the appropriate legislation or regulation as detailed in the appendices to this policy.

Powers of Entry and Power to Require Information

The Council has various powers to enter properties at any reasonable time to carry out its duties in accordance with legislation and to require the production of documents.

All Officers conducting investigations and using the powers to require documents to be produced are authorised to do so by the Council for these purposes.

If admission is refused, premises are unoccupied or prior warning of entry is likely to defeat the purpose of the entry, then the Council may decide to make an application for a warrant in the Magistrates Court. A warrant includes the power to enter by force, if necessary.

6 Hoarding and Dilapidated Properties

These properties are often occupied by vulnerable persons, sometimes with mental health issues or elderly people struggling to cope.

There has been an increased awareness of the issue brought about by publicity and media exposure and a corresponding rise in the number of reports from neighbours and health visitors regarding issues of disrepair, lack of hygiene or accumulations within properties.

While these properties are usually owner occupied, the Council has powers under legislation to take action where:

- The situation is likely to cause harm or ill health to the occupier.
- There is a wider health issue or where statutory nuisance may exist.

The cases that come to light are prioritised and referred to other agencies as necessary, particularly when there are safeguarding issues. Known cases are kept under review.

Enforcement action will be taken when necessary to protect public health, but the Council will primarily seek to provide signposting to assistance and engage with the relevant agencies to help them deal with any underlying issues.

7 Civil Penalties

On the 27th October 2025 the Renters Rights Act amended the powers to impose Civil penalties under the Renters' Rights Act 2025 and other housing legislation - GOV.UK to increase the maximum value to £40,000 as an alternative to prosecution for certain specified offences.

Civil Penalties can be seen as an effective method of disposal and alternative to criminal prosecution. A civil penalty may provide both a deterrent to lack of compliance or punitive approach that may lead to future compliance. This in turn will help to drive up standards within the sector by punishing the minority of bad landlords and providing a clear framework for those landlords or agents who are competent and invested in complying with the regulations.

Coventry City Council view landlords as a business regardless of portfolio size. Providing a home to rent for another person is providing a service to that person or consumer. Landlords should therefore be bound by the expectation that the business should be conducted with the reasonable care and skill that is seen in other industry sectors. Civil penalties can help businesses who breach the legislation in reducing the likelihood of the reputational harm that may arise from criminal prosecution whilst aiming to achieve compliance.

The Council also does not aim to criminalise all landlords and property professionals and recognises that there are a group of landlords who persistently break housing law, operate properties that cause harm to tenants and deliberately engage in behaviour to try and avoid complying with their responsibilities. The Council would define these landlords as “rogue” landlords, which distinguishes them from landlords who break the rules occasionally or accidentally and are amenable to changing their ways. For these landlords the maximum penalty levels will be considered and criminal prosecution reserved for repeat offenders where the legislation permits.

The Council is under a duty to enforce the landlord legislation under section 107 of the Renters’ Rights Act 2025. This defines taking enforcement action as, imposing a financial penalty or instituting proceedings against a person for an offence in their area.

Civil penalties are likely to be used in most cases; however, the Council will make all enforcement decisions on a case-by-case basis dependant on the individual facts, with all statutory options remaining available.

The term ‘breach’ is used to refer to non-compliance by landlords or agents where the Council may impose civil penalties between £200 and £7,000 depending on the specific breach and there is not an option to prosecute. The term ‘offence’ is used to refer to non-compliance by landlords where the Council may either prosecute or impose a civil penalty of up to £40,000. There are no lower limits to these penalties.

Below is a list of relevant breaches or offences for which Coventry City Council can issue a civil penalty: -

- Unlawful eviction and harassment of occupier as defined under the Protection from Eviction Act 1977.
- Failure to give a written statement of terms under section 16D of the Housing Act 1988.
- Failure to give an existing tenant information about changes made by the Renters' Rights Act under paragraph 7(2) of schedule 6 to the Renters' Rights Act 2025.
- Attempting to let a property for a fixed term under section 16E of the Housing Act 1988.
- Attempting to end a tenancy orally or by service of a notice to quit under section 16E of the Housing Act 1988.
- Serving an eviction notice that attempts to end a tenancy outside the prescribed section 8 process under section 16E of the Housing Act 1988.
- Relying on a ground where the person does not reasonably believe that the landlord is/will be able to obtain possession under section 16E of the Housing Act 1988.
- Relying on a ground knowing the landlord would not be able to obtain possession or being reckless as to whether they would under section 16J of the Housing Act 1988.
- Failing to provide a tenant with prior notice that a ground which requires it may be used under section 16E of the Housing Act 1988.
- Reletting or remarketing a property before expiry of the 12 month no-let period after using the moving and selling grounds under sections 16E and 16J of the Housing Act 1988.
- Failure to comply with an Improvement Notice under section 30 of the Housing Act 2004.
- Offences in relation to licensing of houses in multiple occupation (HMOs) under section 72 of the Housing Act 2004.
- Offences in relation to licensing of other houses under section 95 of the Housing Act 2004.
- Contravention of an overcrowding notice under section 139 of the Housing Act 2004.
- Failure to comply with management regulations in respect of houses in multiple occupation under section 234 of the Housing Act 2004.
- Breach of a banning order under section 21 of the Housing and Planning Act 2016.
- Discriminating against prospective tenants during the letting process on the grounds that those tenants are in receipt of benefits or have children under sections 33 and 34 of the Renters' Rights Act 2025.

- Marketing a letting without stating the proposed rent under section 56 of the Renters' Rights Act 2025.
- Inviting or encouraging any person to offer to pay an amount of rent under the proposed letting that exceeds the stated rent under section 56 of the Renters' Rights Act 2025.
- Accepting an offer from any person to pay an amount of rent under the proposed letting that exceeds the stated rent under section 56 of the Renters' Rights Act 2025.
- The Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014
- The Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2019
- Section 83 of The Consumer Rights Act 2015
- Tenant Fees Act 2019
- The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015
- The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020
- The Smoke and Carbon Monoxide Alarm (England) Regulations 2015
- The Energy Performance of Buildings (England and Wales) Regulations 2012

Who can receive a civil penalty

Civil penalties are intended to be used against those who commit one or more of the breaches or offences outlined in this policy.

The Council should decide, based on the available evidence, where responsibility for the breach or offence lies and take action against the relevant party or parties accordingly. Table 1 below provides a summary:

Table 1 - Summary Offence Responsibilities

Breach or Offence	Responsibility
Rent to Rent	Landlord and/or Superior Landlord.
Illegal Eviction and Harassment	Anyone who has committed the offence
Assured tenancy duties	Any landlord or person acting on their behalf.
Rental Discrimination	Any landlord or person acting on their behalf.
Unlicensed HMOs	Person having control and/or Person Managing as defined by s.263 of the Housing Act 2004.
Over occupied licensed/unlicensed HMOs	HMO Licence Holder or the Person having control and/or Person Managing

	as defined by s.263 of the Housing Act 2004.
Failure to comply with licence conditions	Licence Holder.
Failure to comply with HMO Management Regulations	Person having control and/or Person Managing as defined by s.263 of the Housing Act 2004.
Failure to comply with a legal notice	A person on whom the notice was served.
The Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014	A person engaging in letting agency work
Tenant Fees Act 2019	A landlord or agent
Section 83 of The Consumer Rights Act 2015	A letting agent
The Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2019	A property agent in the course of English letting agency work within the meaning of section 54 of the Housing and Planning Act 2016 or English property work within the meaning of section 55 of that Act
The Smoke and Carbon Monoxide Alarm (England) Regulations 2015	"Relevant landlord" as defined in regulation 3
The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020	A private landlord or registered provider that grants, or intends to grant, a specified tenancy of social housing (within the meaning of Part 2 of the Housing and Regeneration Act 2008)

If the Council determines that a breach or offence happened with the consent, involvement, or (in most cases) due to the neglect of any officer within a limited company, a civil penalty may be imposed on that individual as well as, or instead of, the company itself.

Where more than one person is liable for the same breach or offence, the Council may impose a civil penalty on more than one person. The amount of penalty imposed on each person may differ depending on the circumstances of the case. In the case of breaches and offences relating to the duties of landlords under assured tenancies and breaches relating to rental discrimination and rental bidding, the Council may also impose a single penalty on more than one person. Where they do so, those persons are jointly and severally liable to pay it.

How the penalty is calculated

The penalty will be calculated in line with the guidance produced by the Ministry of Housing Communities and Local Government (MHCLG) available here, which the Council is required to have regard to when setting penalty levels.

The Council is required to consider the following factors in determining the civil penalty is set at an appropriate level.

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

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

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

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

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

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

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

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

The guidance includes a range of starting points for each breach and offence, and the Council may use these as the starting point for all breaches and offences when calculating the level of fine.

The starting points for the various breaches and/or offences are set out in the table 2 below.

Table 2 - Starting Points for breaches and Offences

Protection from Eviction Act 1977 offences

Offence	Starting Point
Unlawful eviction and harassment (s1(2) and (3))	£35,000

Housing Act 1988 breaches and offences

Breach	Starting Point
Attempting to let the property for a fixed term (s16E(1)(a))	£4,000
Attempting to end the tenancy by service of a notice to quit (s16E(1)(b))	£6,000
Attempting to end the tenancy orally, or require that it is ended orally (s16E(1)(c))	£6,000
Serving a possession notice that attempts to end the tenancy outside of the prescribed section 8 process (s16E(1)(d))	£6,000
Relying on a ground where the person does not reasonably believe that the landlord is/will be able to obtain possession (s16I(1)(e))	£6,000
Failing to provide a tenant with prior notice that a ground which requires it may be used (s16E(1)(f))	£3,000
Failing to issue a written statement of terms within 28 days of an assured tenancy coming into existence (s16D)	£4,000
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)	£4,000
Offence	**Starting Point**
Relying on a ground knowing the landlord would not be able to obtain possession or being reckless as to whether they would (s16J(1))	£30,000
Reletting or remarketing a property within the 12 month no-let period after using the moving or selling grounds (s16J(2))	£25,000
Continuing breach, or repeat breach committed within 5 years of receiving a penalty for first breach (s16J(3) and (4))	Double the starting level for the two constituent breaches added together

Housing Act 2004 Offences

Offence	Starting Point

Failure to comply with an improvement notice (s.30(1))	£25,000
Mandatory HMO unlicensed (s.72(1))	£17,000
Additional HMO unlicensed (s72 (1))	£17,000
Knowingly permitting over-occupation of an HMO (s.72(2))	£20,000
Property subject to selective licensing unlicensed (s.95(1))	£12,000
Failure to comply with an overcrowding notice (s.139(7))	£20,000
Breach of HMO management regulations (SI 2006/372 and SI 2007/1903 (in respect of s257 HMOs) made under s234(1))	
Failure to provide information to the occupier (regulation 3)	£3,000
Failure to take safety measures (regulation 4)	£20,000
Failure to maintain water supply and drainage (regulation 5)	£10,000
Failure to supply and maintain gas and electricity or supply gas safety certificate (regulation 6)	£12,000
Failure to maintain common parts (regulation 7)	£7,000
Failure to maintain living accommodation (regulation 8)	£7,000
Failure to provide adequate waste disposal facilities (regulation 9)	£7,000
Failure to comply with HMO Licence Conditions	
Low Impact e.g. • Failure to provide tenants with contact details • Failure to address minor, non-hazardous disrepair • Failure to provide certain tenancy-related documentation	£3,000
Medium Impact e.g. • Failure to address persistent or serious anti-social behaviour, including the use of the property for illegal purposes • Failure to provide adequate arrangements for waste storage and disposal, resulting in significant nuisance, littering, or fly-tipping	£7,000
High Impact e.g. • Failure to install or maintain smoke alarms in working order • Failure to comply with fire safety or electrical safety requirements • Non-compliance with essential health and safety provisions	£20,000

Housing and Planning Act 2016 Offences

Offence	Starting Point
Breach of a banning order (s.21(1))	£35,000

Renters' Rights Act 2025 Breaches

Breach	Starting Point
Discrimination against those on benefits or with children in the lettings process (s.33 and s.34)	£6,000
Failure to specify proposed rent within a written advertisement or offer (s.56(2))	£3,000

Inviting, encouraging or accepting any offer of rent greater than the advertised rate (s.56(3))	£4,000

When determining the level of a civil penalty, the Council will have regard to the following factors and use the following steps as set out in the statutory guidance provided by Government.

Step 1 - Determining the seriousness of the breach or offence.

The seriousness, or the severity, of the breach or offence reflects the level of potential (or, in some cases, actual) harm that is intrinsic to the category of breach or offence.

For example, this will be higher for a failure by a landlord to take safety measures than to provide required information to a tenant. Case-specific potential or actual harm is not directly relevant to determining the seriousness of the breach or offence. The Council will take this into account when considering any aggravating and mitigating factors under step 2 below.

In determining the level of harm, the Council will have regard to:

- the person: i.e. physical injury, damage to health, psychological distress.
- the community; i.e. economic loss, harm to public health, and
- other types of harm; i.e. public concern/feeling over the impact of poor housing condition on the local neighbourhood.

The nature of the harm will depend on the personal characteristics and circumstances of the victim, e.g. tenant.

Where no actual harm has resulted from the offence, the Council will consider the relative danger that persons have been exposed to as a result of the offender's conduct, the likelihood of harm occurring and the gravity of harm that could have resulted.

Factors that indicate a higher degree of harm include:

- Multiple victims.
- Especially serious or psychological effect on the victim, and
- Victim is particularly vulnerable.

Seriousness also reflects intrinsic culpability. For example, this will tend to be higher for an offence which arises from a continuing or repeated breach rather than a single breach of the relevant legislation. Again, case-specific factors are not directly relevant to determining the seriousness of the breach or offence.

For example, whilst those renting out or managing properties should understand how to comply with their legal obligations, a higher degree of professionalism is likely to be expected of landlords with significant portfolios who let properties as their business than those for whom letting one or two properties is a subsidiary and, potentially,

unplanned activity. The Council will take factors, such as the profile of the landlord, into account when considering any aggravating and mitigating factors under step 2 below.

Clearly, a single level penalty will not be appropriate in all cases and when assessing the level of penalty to be imposed it is expected that the maximum amount would be reserved for the worst offenders.

The actual amount levied should also take into account culpability and in doing so the Council will have regard to Table 3:

Table 3 - Examples of Culpability

Culpability	Description
High (Deliberate Act)	Intentional breach by landlord or property agent or flagrant disregard for the law, i.e. failure to comply with a correctly served improvement notice
High (Reckless Act)	Actual foresight of, or wilful blindness to, risk of offending but risks nevertheless taken by the landlord or property agent; for example, failure to comply with HMO Management Regulations
Medium (Negligent Act)	Failure of the landlord or property agent to take reasonable care to put in place and enforce proper systems for avoiding the commission of the offence; for example, part compliance with a schedule of works, but failure to fully complete all schedule items within notice timescale.
Low (Low or no culpability)	An offence committed with little or no fault on the part of the landlord or property agent; for example, obstruction by the tenant to allow contractor access, damage caused by tenants

Step 2 – Applying Aggravating and Mitigating Factors

Aggravating Factors

In order to determine the final penalty, the Council will consider all aggravating factors relevant to the case.

Below is a list that will be considered as part of the determination. This is not an exhaustive list, and other factors may be considered depending on the circumstances of each case.

- Previous formal action related to this or other properties.
- Previous informal action related to this or other properties.
- Financial gain – profiting from offence/ cost cutting at the expense of safety.
- Preventing the victim from reporting, seeking assistance or support.

- Deception or falsification of facts or documents.
- Offending over prolonged period (6 months +) or involved repeated acts.
- Involving others through coercion, intimidation, or exploitation.
- Conduct intended or likely to cause additional distress (e.g., committing offence in the middle of the night).
- Lack of co-operation/ obstruction/ deliberate concealment.
- Vulnerable and/or 5 or more people affected/impacted.
- Discriminatory behaviour based on racial, religious, disability, sexual orientation, or transgender identity.
- Professional Landlord – 5 or more properties
- History of non compliance /ignoring refusal of advice.

The starting point for the penalty may be increased for each aggravating factor up to a maximum of 30%.

Mitigating Factors

In order to determine the final penalty, the Council will consider all mitigating factors relevant to the case.

Below is a list that will be considered as part of the determination. This is not an exhaustive list, and other factors may be considered depending on the circumstances of each case:

- No relevant/recent formal action
- No previous relevant informal action in relation to this or other properties
- Co-operated fully with the investigation – returned notices/documents etc.
- Voluntary steps taken to address issues e.g. submit a licence application.
- Positive character and/or exemplary conduct
- Evidence of personal/health issues preventing reasonable compliance
- Early admission of guilt – within 1 month
- Age and/or lack of maturity (only applicable to offenders ages 18-25)
- Willingness to undertake training and join CLAS
- Vulnerable individual(s) where their vulnerability is linked to the commission of the offence.
- Appointed a professional agent to act on their behalf.

The starting point for the penalty may be decreased for each mitigating factor up to a maximum of 30%.

When considering aggravating and mitigating factors the civil penalty imposed must remain proportionate to the offence and it will be assumed that any offender will be able to pay a penalty up to the maximum amount unless they can demonstrate otherwise.

The Council may, exceptionally, increase the penalty above the starting point maximum or, again exceptionally, decrease it below the minimum 'tariff'.

The Council will have regard to the following general factors in determining the final level of the civil penalty:

- Any available information regarding the financial means of the offender in relation to the rental income from all rented home[s]

Where such information is available the Council may increase the penalty level by 10%.

Where there is no starting point set out in guidance for civil penalties, for example in the case of breaches of licensing conditions under sections 72(3) and 95(2) of the Housing Act 2004, the Council has set out in this policy in the relevant sections relating to the legislation, what starting levels it will apply for civil penalties for such offences.

To ensure transparency and consistency in financial penalties, the Council may adjust penalties above or below the starting point at its discretion. Each case will be considered individually based on the information available to the Council. See appendix 1 for illustrative examples.

Procedure for imposing a civil penalty

The process for issuing a Civil Penalty can vary slightly depending on the specific breach or offence. Certain breaches may not require a Notice of Intent, and some breaches attract a publication penalty.

In all cases there is an opportunity for the subject to make representations to Coventry City Council or to the First Tier Tribunal. Information on how to do this will always be included in the body of the notice.

Table 4 below broadly outlines the notices and publication restrictions on each specified breach.

Table 4 - Notice and publication restrictions

Legislation	Specific Part of the Act	Notice of Intent Required?	Publication
Housing and Planning Act 2016	Schedule 1 – Civil Penalties (Section 126 & Schedule 9)	Yes – must serve before imposing a civil penalty.	Details of penalties can be published on the Rogue Landlord Database.
Housing Act 2004	Sections 30, 72, 95 (Improvement Notices, HMO Licensing)	Yes – required before issuing civil penalty under s.249A.	Publication often via council enforcement reports or landlord database.

Protection from Eviction Act 1977	Relevant offences under eviction protections	Yes – applies when civil penalties are used instead of prosecution.	Publication through council enforcement transparency reports.
Renters' Rights Act 2025	Civil Penalty Provisions (effective May 2026)	Yes – required before imposing penalties for breaches of new tenancy rules.	Publication expected via national PRS database and council registers.
Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015	Part 3 – Compliance & Enforcement (Regulations 33–42)	No – instead a Compliance Notice is issued before a penalty notice.	Details of breach published on the PRS Exemptions Register (publicly accessible).
Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020	Part 2 – Duties & Enforcement (Regulations 3–11)	Yes – after a Remedial Notice, a Notice of Intent is required before penalty.	The Council may publish enforcement actions and penalties under transparency rules.
Smoke and Carbon Monoxide Alarm (England) Regulations 2015	Part 4 – Enforcement (Regulations 5–8)	No – enforcement starts with a Remedial Notice; penalty follows if not complied.	Council must publish a Statement of Principles to determine penalty amounts.
The Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014	Part 4- Enforcement	Yes	No
Section 83 Consumer Rights Act 2015	Section 87 Consumer Rights Act 2015	Yes	No
The Client Money Protection	Section 10- The Client Money	Yes	No

Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2019	Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2019		
Tenant Fees Act 2019	Section 8- Tenant Fees Act 2019	Yes	No

The following sets out how the Council will determine penalty levels for breaches of "relevant letting agency" legislation including, the Tenant Fees Act 2019, Redress Schemes for Letting Agency work and Property Management work (Requirement to belong to a scheme) (England) Order 2014, Section 83 of The Consumer Rights Act 2015 and the Client Money Protection Schemes for Property Agents (requirement to belong to a scheme etc.) Regulations 2019.

Coventry City Council has adopted this policy on deciding financial penalties and the appropriateness of prosecution as an alternative to imposing financial penalties under the relevant letting agency legislation.

For clarity, "relevant letting agency legislation" means: -

1. The Tenant Fees Act 2019, "the TFA 2019".
2. Chapter 3 of Part 3 of the Consumer Rights Act 2015 as it applies in relation to dwelling houses in England.
3. An order under Section 83(1) or 84(1) of the Enterprise and Regulatory Reform Act 20131, and,
4. Regulations under Sections 133 – 135 of the Housing and Planning Act 20162.

The Tenant Fees Act 2019 provides that enforcement authorities may impose financial penalties of up to £30,000 depending on the breach as follows:

a) In respect of a first breach of s1 & s2, or a breach of Schedule 2 of the TFA 2019, a financial penalty not exceeding £5,000.
b) Under s12 of the TFA 2019 a second or subsequent breach of S.1 or S.2 within 5 years of the previous breach provides for a financial penalty not exceeding £30,000 and there is alternative power to prosecute in the Magistrates Court where an unlimited fine may be imposed.

In respect of a failure of Letting Agents to publicise their fees as required by s83(3) of the Consumer Rights Act 2015 a financial penalty not exceeding £5,000.

In respect of a failure by any person engaged in Letting Agency or Property Management work who fails to hold membership of a Redress Scheme as required by Article 3 Redress Schemes for Lettings Agency Work and Property Management Work (requirement to belong to a Scheme etc.) England) Order 2014 (in respect of Lettings Agency work) or Article 5 (in respect of property management work) to a financial penalty not exceeding £5,000. (Note that it is not sufficient to simply register for redress – the correct category of membership must be obtained depending on the work carried out).

In respect of Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2019: -

a) a failure by a property agent who holds client money to belong to an approved or designated Client Money Protection ("CMP") Scheme as required by Regulation 3, a financial penalty not exceeding £30,000, or
b) a failure to display a certificate of membership; or publish a copy of that certificate on the relevant website (where one exists); or produce a copy of the certificate free of charge to any person reasonably requiring it as required; or notify any client in writing within 14 days of a change in the details of a underwriter to the CMP scheme or that the membership of the CMP scheme has been revoked, as required by Regulation 4, a financial penalty not exceeding £5,000.

Determining the level of the financial penalty

In accordance with the provisions of the TFA & CMP statutory guidance, the following factors should be considered by the Council when determining the level of penalty to impose for a breach of relevant letting agency legislation: -

a) Severity of the breach.
b) Punishment of the landlord or agent.
c) Aggravating and mitigating factors.
d) Fairness and proportionality.

Each of these factors are explained in more detail in the statutory guidance which you should refer to for each penalty you consider. For ease, the same considerations will be applied in cases of redress membership and breaches of S.83 Consumer Rights Act 2015.

Although the Council has therefore a wide discretion in determining the appropriate level of financial penalty in any particular case, regard has been given to the statutory guidance when making this policy.

This policy sets out the process that the Council will use in order to determine the level of financial penalty under the TFA 2019 and other relevant letting agency legislation. All stages subsequent to the issue of a Notice of Intent are subject to statutory time

limits and the suspension of the process should an appeal be made to the First Tier Tribunal.

STEP ONE – Determining the category

The Council will determine the breach category having regard to the culpability and category of harm factors below. Where a breach does not fall squarely into a category, individual factors may require a degree of weighting to make an overall assessment. Other discretionary factors may also be applied in order to reflect consistency and may consider decisions in other UK jurisdictions where they contain some relevant and persuasive content.

Culpability

Very high

- Where the Landlord or Agent intentionally breached, or flagrantly disregarded, the law or/and knew their actions were unlawful.

High

- Actual foresight of, or wilful blindness to, risk of a breach but risk nevertheless taken.

Medium

- Breach committed through act or omission which a person exercising reasonable care would not commit.

Low

- Breach committed with little fault, for example, because:
  - significant efforts were made to address the risk although they were inadequate on the relevant occasion.
  - there was no warning/circumstance indicating a risk.
  - failings were minor and occurred as an isolated incident.

Harm

The following factors relate to both actual harm and risk of harm. Dealing with a risk of harm involves consideration of both the likelihood of harm occurring and the extent of it if it does.

Category 1 – High Likelihood of Harm.

- Serious adverse effect(s) on individual(s) and/or having a widespread impact due to the nature and/or scale of the Landlord's or Agent's business.
- High risk of an adverse effect on individual(s) – including where persons are vulnerable.

Category 2 – Medium Likelihood of Harm.

- Adverse effect on individual(s) (not amounting to Category 1).
- Medium risk of an adverse effect on individual(s) or low risk of serious adverse effect.

- Tenants and/or legitimate landlords or agents substantially undermined by the conduct.
- The Council's work as a regulator is inhibited.
- Tenant or prospective tenant misled.

Category 3- Low Likelihood of Harm.

- Low risk of an adverse effect on actual or prospective tenants.
- Public misled but little or no risk of actual adverse effect on individual(s).

STEP TWO - Starting point and category range

Having determined the category that the breach falls into, the Council will refer to the following starting points to reach an appropriate level of civil penalty within the category range. The Council will then consider further adjustment within the category range for aggravating and mitigating features.

Table 5 below gives the starting points for a financial penalty in the case of a first breach in respect of prohibited payments.

Minimum and maximum financial penalties for each harm category and level of culpability. Where exceptional circumstances apply the Council may reduce the minimum penalties further but may not increase them above the maximum permitted of £5,000.

Table 5 - Starting points - First breach in respect of prohibited payments.

Low culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	1,250	250	2,250
Harm Category 2	1,500	500	2,500
Harm Category 1	1,750	750	2,750

Medium culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	2,000	1,000	3,000
Harm Category 2	2,250	1,250	3,250
Harm Category 1	2,500	1,500	3,500

High culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	2,750	1,750	3,750
Harm Category 2	3,000	2,000	4,000
Harm Category 1	3,250	2,250	4,250

Very high culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	3,500	2,500	4,500
Harm Category 2	3,750	2,750	4,750
Harm Category 1	4,000	3,000	5,000

Table 6 below gives the starting points for a financial penalty in the case of a second or subsequent breach in respect of Prohibited Payments within 5 years of a previous breach.

Minimum and maximum financial penalties for each harm category and level of culpability. Where exceptional circumstances apply the Council may reduce the minimum penalties further but may not increase them above the maximum permitted of £30,000.

Table 6 - Starting points - Second or subsequent breach in respect of prohibited payments within 5 years of a previous breach.

Low culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	3,500	2,000	8,000
Harm Category 2	6,500	4,000	10,000
Harm Category 1	8,500	4,500	15,000

Medium culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	6,500	4,750	17,000

Harm Category 2	10,500	5,000	20,000
Harm Category 1	12,500	5,500	22,000

High culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	10,500	5,500	20,000
Harm Category 2	15,000	6,250	24,000
Harm Category 1	18,000	7,000	26,000

Very high culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	15,000	7,000	24,000
Harm Category 2	17,500	7,250	28,000
Harm Category 1	20,000	7,500	30,000

Table 7 below gives the starting points for a financial penalty in the case of a breach in respect of Publication of Fees.

Minimum and maximum financial penalties for each harm category and level of culpability. Where exceptional circumstances apply the Council may reduce the minimum penalties further but may not increase them above the maximum permitted of £5,000.

Table 7 - Starting points for a breach in respect of publication of fees.

Low culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	1250	250	2250
Harm Category 2	1500	500	2500
Harm Category 1	1750	750	2750

Medium culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	2000	1000	3000
Harm Category 2	2250	1250	3250
Harm Category 1	2500	1500	3500

High culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	2750	1750	3750
Harm Category 2	3000	2000	4000
Harm Category 1	3250	2250	4250

Very high culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	3500	2500	4500
Harm Category 2	3750	2750	4750
Harm Category 1	4000	3000	5000

Table 8 below gives the starting points for a financial penalty in the case of a breach in respect of Membership of a Redress Scheme.

Minimum and maximum financial penalties for each harm category and level of culpability. Where exceptional circumstances apply the Council may reduce the minimum penalties further but may not increase them above the maximum permitted of £5000.

Table 8 - Starting points for a breach in respect of Membership of a Redress Scheme.

Low culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	1250	250	2250

Harm Category 2	1500	500	2500
Harm Category 1	1750	750	2750

Medium culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	2000	1000	3000
Harm Category 2	2250	1250	3250
Harm Category 1	2500	1500	3500

High culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	2750	1750	3750
Harm Category 2	3000	2000	4000
Harm Category 1	3250	2250	4250

Very high culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	3500	2500	4500
Harm Category 2	3750	2750	4750
Harm Category 1	4000	3000	5000

Table 9 below gives the starting points for a financial penalty in the case of a breach in respect of a failure to obtain membership of a Client Money Protection Scheme.

Minimum and maximum financial penalties for each harm category and level of culpability. Where exceptional circumstances apply the Council may reduce the minimum penalties further but may not increase them above the maximum permitted of £30,000.

Table 9 - Starting points for a breach in respect of a failure to obtain membership of a Client Money Protection Scheme.

Low culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	3500	2000	8000
Harm Category 2	6500	4000	10000
Harm Category 1	8500	4500	15000

Medium culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	6500	4750	17000
Harm Category 2	10500	5000	20000
Harm Category 1	12500	5500	22000

High culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	10500	5500	20000
Harm Category 2	15000	6250	24000
Harm Category 1	18000	7000	26000

Very high culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	15000	7000	24000
Harm Category 2	17500	7250	28000
Harm Category 1	20000	7500	30000

Table 10 below gives the starting points for a financial penalty in respect of a breach of transparency requirements of membership of a Client Money Protection Scheme (Regulation 4).

Minimum and maximum financial penalties for each harm category and level of culpability. Where exceptional circumstances apply the Council may reduce the minimum penalties further but may not increase them above the maximum permitted of £5000.

Table 10 - Starting points for a breach of transparency requirements of membership of a Client Money Protection Scheme (Regulation 4).

Low culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	1250	250	2250
Harm Category 2	1500	500	2500
Harm Category 1	1750	750	2750

Medium culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	2000	1000	3000
Harm Category 2	2250	1250	3250
Harm Category 1	2500	1500	3500

High culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	2750	1750	3750
Harm Category 2	3000	2000	4000
Harm Category 1	3250	2250	4250

Very high culpability

Harm Category	Starting Point (£)	Min (£)	Max (£)
Harm Category 3	3500	2500	4500
Harm Category 2	3750	2750	4750
Harm Category 1	4000	3000	5000

Obtaining financial information

The statutory guidance advises that local authorities can use their powers to, as far as possible, make an assessment of a Landlord or Agent's assets and any income (not just rental or fee income) they receive when determining an appropriate penalty. The Council will use such lawful means as are at its disposal to identify where assets might be found.

Aggravating and Mitigating Factors

The Council will identify any of the relevant factors previously described, and as a result may increase or decrease the starting point of the penalty by up to 30%**.**

The Notice of Intent

Before imposing a civil penalty, the Council will give a notice of intent to the individual or organisation it intends to impose the civil penalty on. The notice of intent must set out:

- the date on which the notice of intent is given.
- the amount of the proposed financial penalty.
- the reasons for proposing to impose the penalty.
- information about their right to make representations.

The notice of intent must be given no later than 6 months after the date on which the Council has sufficient evidence of the conduct to which the penalty relates. If the conduct continues then the window for giving a notice of intent extends to 6 months after the conduct stops.

Representations

A person who is given a Notice of Intent may make written representations to the Council about its intention to impose a financial penalty. This means they can give, for example, reasons as to the why the civil penalty should not be imposed or why it is disproportionate.

Representations must be made within 28 days from the date the notice was given. After the end of the period for making representations, the Council will decide whether to impose a penalty and, if so, the amount of the penalty. Any representations received outside of the 28-day representation period will not be considered unless there is a

written agreement already in place between both parties to extend the period beyond the 28 days.

The following approach will be applied with the purpose of settling the matter prior to any subsequent tribunal application.

- Coventry City Council may, at its discretion, offer a reduction of up to **30%** in line with guidance produced by MCHLG subject to payment being made within **21 days**. Where such a settlement is agreed, the matter will be concluded on that basis. This is intended to support proportionate enforcement and avoid unnecessary litigation, whilst preserving the right of appeal to the First-tier Tribunal
- Where payment is not made within the 21-day settlement window, the penalty will normally revert to the full amount specified in the Final Notice, payable within the statutory 28-day period unless an appeal is lodged.
- The Council may consider a repayment plan on a case-by-case basis, up to a maximum period of 24 months. An interest rate of 8% per annum may be applied under such arrangements. Nothing in this policy limits the Council's discretion to depart from these provisions where appropriate

If the authority decides to impose a financial penalty, it must issue a Final Notice requiring that the penalty is paid within 28 days. Final Notices must be issued promptly following consideration of any representations received and if the Council decides not to impose a financial penalty it will notify the recipient(s) of the Notice of Intent accordingly.

The Final (Decision) Notice

The Final Notice must set out:

- the date on which the Final Notice is given.
- the amount of the civil penalty.
- the reasons for imposing the penalty.
- information about how to pay the penalty.
- the period for payment of the penalty (28 days).
- information about the right to appeal to the First Tier Tribunal
- the consequences of failing to comply with the notice.

The Council may at any time:

- withdraw a Notice of Intent or Final Notice; or
- reduce the amount specified in a Notice of Intent or Final Notice, having regard to its civil penalty policy.

Recovery of financial penalties

If a person or company does not pay a civil penalty imposed on them, the Council may pursue recover of the debt in Court.

Where appropriate, the Council will apply to the county court for an order to enable enforcement of the debt through the court. A certificate signed by the Chief Finance Officer of the Council which states that the amount due had not been received by a specified date will be treated by the courts as conclusive evidence of that fact.

Potential routes the Council will follow to recover the debt are:

Warrant or writ of control - This commands court enforcement agents to take goods from the debtor's home or business to satisfy the judgment debt.

Attachment of earnings order - This allows deductions to be made from the person's salary by their employer and paid to the creditor.

A third-party debt order - This means that money in a debtor's bank or building society account can be frozen for the benefit of the creditor.

A charging order - This prevents the person or organisation from selling an asset, usually a property, without paying the amount due under the charging order. This could also allow the Council to recover the debt by enforcing the sale of the asset.

Bankruptcy proceedings - This entails the Council petitioning the court to make a bankruptcy order following which the trustee-in-bankruptcy collects the debtor's assets and distributes them amongst the bankrupt's creditors in accordance with insolvency law. The amount of the debt must be at least £5,000.

The Council will consider the circumstances of the debtor and the amount of the debt before deciding on how best to collect it.

In deciding on the most appropriate course of action the Council will have regard to guidance provided by HM Courts and Tribunal Service's What to do if you have a judgment but the defendant has not paid (EX321) - GOV.UK, which provides more detail of potential routes of enforcement and links to other guidance.

Appeals

Once a person receives the final notice they can appeal to the First-Tier Tribunal within 28 days from the date the final notice was issued. They can appeal against the penalty itself or the amount of the penalty. If a person appeals, the final notice is suspended until a decision is made on the appeal or it is withdrawn.

An appeal will involve a re-hearing by the First-Tier Tribunal of the Council's decision to impose a civil penalty. The Tribunal may also have regard to matters of which the Council was unaware when the decision to impose a civil penalty was made.

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

The Tribunal has the power to confirm, vary (increase or reduce) the size of the civil penalty imposed by the Council, or to cancel the civil penalty. If the Tribunal decides to increase the penalty, it may only do so up to the statutory maximum for each breach or offence as applicable.

The appellant or the Council may seek permission to appeal the decision of the First-tier Tribunal to the Upper Tribunal (Lands Chamber).

Maximum Levels

There may be circumstances when the Council is dealing with offences that it considers will warrant a maximum penalty. This will be carried out in accordance with guidance provided by Government and the Council`s policy.

Multiple Offences

Where the Council is satisfied that more than one offence is being committed concurrently in respect of a single property, it may issue multiple Civil Penalty Notices, (for example, where there are multiple breaches of the HMO Management Regulations).

However, where satisfied on the merits of the case and/or where the Council considers that issuing multiple penalties at the same time would result in an excessive cumulative penalty, nothing in this policy shall require the authority to do that.

The authority may take action in respect of one or some of the offences and warn the offender that future action in respect of the remaining offences will be taken if they continue.

Totality of offences

When arriving at penalty levels the total is inevitably cumulative, however the Council will determine the fine for each offence based on the relevant criteria above so far as they are known, or appear, to the Council and add up the penalties for each offence and consider if they are just and proportionate. If the aggregate total is not just and proportionate the Council will consider how to reach a just and proportionate penalty level.

There are a number of ways in which this can be achieved, for example:

- where an offender is to be fined for two or more offences that arose out of the same incident or where there are multiple offences of a repetitive kind, especially when committed against the same person, it will often be appropriate to impose for the most serious offence a fine which reflects the totality of the offending where this can be achieved within the maximum penalty for that offence.
- where an offender is to be fined for two or more offences that arose out of different incidents, it will often be appropriate to impose a separate fine for each of the offences. The Council will add up the fines for each offence and consider if they are just and proportionate. If the aggregate amount is not just and proportionate the Council will consider whether all of the fines can be proportionately reduced. Separate fines will then be considered. Where separate fines are passed, the Council will be careful to ensure that there is no double-counting.

8 Simple Caution

Coventry City Council has the power to issue simple cautions (previously known as 'formal cautions') as an alternative to prosecution for some less serious offences, where a person admits an offence and consents to the simple caution.

Where a simple caution is offered and declined, Coventry City Council is likely to consider prosecution.

A simple caution will influence how Coventry City Council and others deal with any similar breaches in the future and may be cited in court if the offender is subsequently prosecuted for a similar offence.

Simple cautions will be used in accordance with Ministry of Justice Guidance and any other relevant guidance.

9 Prosecution

When determining whether a prosecution is the appropriate sanction, the Council should satisfy itself that if the case were to be prosecuted there would be a 'realistic prospect of a conviction'. This is currently determined by consulting the Crown Prosecution Service "Code for Crown Prosecutors" which provides two tests:

(i) the evidential test, and,
(ii) the public interest test.

Following an investigation or other regulatory contact, the Council may prosecute or recommend prosecution where one or more of the following circumstances apply:

- A breach of the legislation resulted in a death.

- The gravity of an alleged offence, taken together with the seriousness of any actual or potential harm, or the general record and approach of the offender warrants it.
- There has been reckless disregard of legislative requirements.
- There have been repeated breaches which give rise to significant risk, or persistent and significant poor compliance.
- The breach has been carried out without or in serious non-compliance with an appropriate licence or permission.
- A duty holder's standard of compliance is found to be far below what is required by law and to be giving rise to significant risk.
- There has been a failure to comply with a statutory notice; or there has been a repetition of a breach that was subject to a simple caution.
- False or misleading information has been supplied deliberately, or there has been an intent to deceive, in relation to a matter which gives rise to significant risk.
- Officers have been intentionally obstructed in the lawful course of their duties.

Prosecution will only be considered where Coventry City Council is satisfied that:

1. There is sufficient evidence to provide a realistic prospect of conviction against the defendant(s), and
2. Prosecution is in the public's interest.

In deciding on the public interest, the Council will make an overall assessment based on the circumstances of each individual case. Careful consideration will be paid to local and corporate priorities and the following criteria:

1. The seriousness of the offence committed.
2. The level of culpability of the suspect.
3. The circumstances of, and the harm caused to the victim(s).
4. The age of the suspect at the time of the offence.
5. The impact on the community.
6. Whether prosecution is a proportionate response, and,
7. Whether sources of information require protecting.

Whilst the decision rests with Coventry City Council, prosecution is more likely where the offence is particularly serious or the offender has a history of similar breaches. Prosecution in serious cases demonstrates that the Council will take formal action where required and acts as a strong deterrent. A successful conviction may also enable the Council to apply for a banning order under the Housing and Planning Act 2016

10 Decision Making

Coventry City Council has an enforcement matrix which is used to assist officers in determining the most appropriate course of action in enforcement cases. The principle of the enforcement matrix is to provide a structured scoring system based on a number of positive and negative factors. These bands act as a guide to ensure that

enforcement is fair, proportionate and consistent. Officers retain full discretion to depart from the matrix where the circumstances of the case justify doing so.

Band 1 reflects cases that once scored indicate that an informal approach is appropriate.

Band 2 reflects cases that once scored recommends a non-punitive response such as revocation of licences or reduction in licence lengths.

Band 3 captures more serious concerns which once scored is likely to require formal investigation with possible outcomes including a caution or financial penalty.

Band 4 represents the most serious cases. A formal investigation is recommended, and outcomes may include prosecution, banning orders, or significant financial penalties.

The matrix is designed to guide and support decision-making. Each case will continue to be assessed on its individual merits, and officers may deviate from the matrix where justified in order to achieve a fair and proportionate outcome.

Recording the Decision

In cases where the Council decides to proceed with formal action, an Investigation Decision Form (IDF) will be completed and a record of each decision and the reasons for the course of action made. In cases where a simple caution or prosecution are being sought the Council's Legal Services division will review and approve the case to ensure it meets the test within the Code for Crown Prosecutions. A formal decision of each simple caution and prosecution will be recorded.

11 Charging for Enforcement

If there is a statutory charging mechanism the Council will seek to recover the full costs of enforcement wherever that is possible in accordance with guidance provided by Government and its policies.

Charges are made for the serving of formal notices under the Housing Act 2004. If properties are rented in a condition that requires statutory intervention the City Council will endeavour to recover the costs incurred.

Similarly, the Council will adopt the starting points and highest penalties in the case of Civil Penalties in accordance with the guidance provided by Government and its policies.

Proceeds of Crime

Where appropriate the Council will consider the use of the Proceeds of Crime Act 2002. The Proceeds of Crime Act allows the Council to seek confiscation of any financial benefit obtained through criminal conduct following a successful prosecution.

12 Review, monitoring and reporting

In November 2025 the Government set out its roadmap for implementing the Renters Rights Act 2025.

Phase 1, which will be effective from the 1st of May 2026 will:

a) abolish section 21 'no fault' evictions – landlords in the PRS will no longer be able to use section 21 of the Housing Act 1988 to evict their tenants.
b) introduce Assured Periodic Tenancies in the private rented sector (PRS) – the vast majority of new tenancies and existing tenancies in the PRS will become Assured Periodic Tenancies. This means tenants will be able to stay in their property for as long as they want, or until a landlord serves a valid section 8 notice. Tenants will be able to end their tenancy by giving two months' notice
c) reform possession grounds in the PRS so they are fair for both parties – landlords will only be able to evict tenants when they have a valid reason. Possession grounds will be extended to make it easier for landlords to evict tenants who commit anti-social behaviour, or who are in serious persistent rent arrears.
d) limit rent increases to once a year in the PRS – landlords will have to follow the revised section 13 procedure and provide the tenant with a notice detailing the proposed rent increase at least two months before it is due to take effect.
e) ban rental bidding and more than one month's rent in advance – landlords and letting agents will not be able to ask for, encourage, or accept an offer that is higher than the advertised rent. Landlords and agents will also not be able to request more than one month's rent in advance.
f) make it illegal to discriminate against renters who have children or receive benefits – landlords and letting agents will not be able to do anything to make a tenant less likely to rent a property (or prevent them from renting it) because they have children or receive benefits. This includes withholding information about a property (including its availability), stopping someone from viewing it, or refusing to grant a tenancy.
g) require landlords in the PRS to consider tenant requests to rent with a pet – landlords will have an initial 28 days to consider their tenant's request, and they will have to provide valid reasons if they refuse it.
h) strengthen both local council enforcement and rent repayment orders - civil penalties will be expanded, and there will be a new requirement for local councils to report on enforcement activity. Rent repayment orders will be extended to superior landlords, the maximum penalty will be doubled, and repeat offenders required to pay the maximum amount.

Phase 2, which will be made up of two stages and implemented from late 2026 includes:

- Stage 1: Regional Rollout of the Database for Landlords and Local Councils. Signing up to the PRS Database will be mandatory for all PRS landlords and they will be required to pay an annual fee which will be confirmed closer to launch. Regulations will mandate landlord registration, payment of a fee and the provision of key information by landlords.
- Subject to the will of Parliament, the Council expect this to include at minimum, for each PRS property:
    - The landlord's contact details.
    - The property details including the full address, type of property (flat/ house), number of bedrooms, number of households/residents and confirming whether the property is occupied and furnished, etc.
    - Safety information – Gas, Electric and Energy Performance Certificates – so tenants are assured about the safety and energy efficiency of the property.
- Stage 2: Further Roll out of the Database and Introduction of the Ombudsman.
    - Public access and data sharing will be enabled following the launch of landlord registration. The Ombudsman will provide a redress service for private rented sector tenants when things go wrong. It will also support landlords with tools, guidance and training on handling complaints from tenants early. The Ombudsman scheme will be mandatory for PRS landlords.
    - Implementation of the Ombudsman will happen after the introduction of the Database, and we continue to explore ways to share information between the Database and the Ombudsman to minimise landlord sign-up burden.

Phase 3: a new Decent Homes Standard in the PRS (dates settled following consultation), which will ensure that all PRS properties meet a minimum standard of housing quality and provide local councils with powers to take enforcement action if PRS properties fail to meet it. The implementation date for this is 2035 and the Council will review its policy at that time to ensure these provisions are covered.

This policy will be reviewed annually and any minor amendments to the legislation contained within it will be approved by the relevant Cabinet Member, if necessary, the policy will be updated as a result of major legislative or guidance changes.

The Safer Housing and Communities service will keep its regulatory activities and interventions under review, with a view to considering the extent to which it would be appropriate to remove or reduce the regulatory burdens the Council imposes, where the Council has direct control of these matters.

13 Communication and training

In order for this policy to be effective the Council will ensure that the policy is widely communicated to all employees who have responsibilities for carrying out these functions, with copies available both electronically and in hardcopy for those with limited access to computers. This policy is also available to members of the public on the Council's website.

The Council is committed to providing an ongoing training programme for all employees who will have a particular role in the policy.

The Council wants to help landlords and managers meet these standards. The Council offers training through its Coventry Landlord Accreditation Scheme (CLAS) which is designed to provide education and advice to private landlords and letting agents on how to manage HMOs and privately rented properties and comply with legal requirements. Accredited landlords often gain access to training sessions, advice services, and sometimes incentives (like reduced licence fees or recognition), all of which can make it easier to fulfil their legal duties.

Landlords, agents and managers of HMOs are strongly encouraged to stay informed about their legal duties and to engage with any support programmes available (such as local council-run landlord forums or accreditation programmes). By following the regulations – ensuring fire safety, good maintenance, proper facilities, and respectful tenant management – not only do they avoid penalties, but they also provide safer, higher-quality accommodation. This proactive compliance can improve the reputation and contribute to better landlord-tenant relationships.

Appendices

Appendix 1 – Illustrative Examples

Example 1- Failure to comply with an Improvement Notice

An Improvement Notice served under Part 1 Housing Act 2004 specifies repairs/improvements that the recipient should carry out in order to address one or more identified Category 1 and/or Category 2 hazards in a property. Category 1 hazards are the most serious hazards, judged to have the highest risk of harm to the occupiers; the Council has a duty to take appropriate action where a dwelling is found to have one or more Category 1 hazards present.

In most cases, the service of an Improvement Notice will have followed an informal stage, where the landlord had been given the opportunity to carry out improvements without the need for formal action. In such cases, an identified failure to comply with an

Improvement Notice will represent a continued failure on the part of the landlord to deal appropriately with one or more significant hazards affecting the occupier[s] of the relevant dwelling.

The Council would view the offence of failing to comply with the requirements of an Improvement Notice as a significant issue, exposing the tenant[s] of a dwelling to one or more significant hazards. In line with Government guidance the starting point for that offence would be **£25,000.**

If the landlord has been experiencing ill health this can be applied as mitigation and a reduction may be applied, and/or if the landlord has refused to cooperate with Coventry City Council an increase may be applied. Each of the mitigating factors and/or aggravating factors may therefore be increased or decreased up to maximum of no more than **30%.**

Example 2- Ending a tenancy orally

Where a landlord attempts to end a tenancy orally or requires that it is ended orally (s16E(1)(c)) a penalty with a starting point of **£6,000** may be applied. Mitigating or aggravating factors may be applied to this figure based on the available evidence in order to reach the proposed penalty amount. There are scenarios where this may escalate and the landlord decides to evict that tenant unlawfully (see example 3).

Example 3- Unlawful eviction and harassment

If the landlord in Example 2 then continues to evict their tenant unlawfully without following due process, Coventry City Council may serve a further penalty with a starting point of **£35,000.** Again, applying any relevant mitigating or aggravating factors up to a maximum of **30%**.

This highlights the importance of following the correct eviction process.

Example 4 - Failure to License offences

Under Part 2 Housing Act 2004, most higher risk HMOs occupied by five or more persons forming two or more households are required to hold a property licence issued by the Council. Mandatory HMO licensing was introduced to allow local authorities to regulate standards and conditions in high risk, multiple occupied residential premises.

The Council would view the offence of failing to license an HMO as a significant failing; Under the Council's policy the civil penalty for a landlord controlling one or two HMO dwellings, with no other relevant aggravating or mitigating factors [see below] would be regarded as an offence. In line with Government guidance the starting point for that offence would therefore be **£17,000**.

Where a landlord or agent is controlling/owning a significant property portfolio, and/or has demonstrated experience in the letting/management of property, the failure to

license an HMO would be viewed as being more serious attracting a civil penalty above the defined starting point but not exceeding the maximum limit of £40,000.

Failure to license a property under the Council's Additional [HMO] Licensing Scheme

The Council has designated the whole of the city as an additional licensing area. The scheme came into force on the 4th May 2020 and was renewed for a further five years on 4th May 2025. Under the scheme, all HMOs occupied by three or more persons forming two or more households sharing one or more basic amenities such as a WC or kitchen, but which fall outside the scope of mandatory HMO licensing, will be required to hold an additional licence in order to be legally let as well as those HMOs that fall within the definition of self-contained flats under Section 257 of the Housing Act 2004.

The Council would view the offence of failing to license an HMO under its additional licensing scheme to be serious and under its policy the civil penalty for a landlord controlling one or two HMO dwellings, with no other relevant aggravating or mitigating factors, taking into account Government guidance the starting point for that offence would be **£17,000**.

Where a landlord or agent is controlling/owning a significant property portfolio and has failed to licence and/or has demonstrated experience in the letting/management of property this would be viewed as an aggravating factor and an increase may be applied up to maximum of **30%.**

Example 5 - Breach of HMO licence conditions

Under section 72(3) of the Housing Act 2004, licence holders of Houses in Multiple Occupation (HMOs) are required to comply with all conditions attached to an HMO licence. These conditions impose a range of duties relating to the management, safety, amenity standards and overall condition of the premises. Typical licence conditions may include requirements to:

- Undertake periodic Gas Safe and electrical safety checks, commissioning of Electrical Installation Condition Report EICR
- Install, maintain, and test smoke alarms and fire safety provisions in accordance with BS5839
- Obtain and retain tenant references, provide written tenancy agreements, and protect tenancy deposits
- Notify the Council of specified changes in circumstances relevant to the licensed property
- Implement reasonable measures to prevent or manage anti-social behaviour
- Maintain the property in good repair and keep external areas, including gardens, clean and free from refuse

- Complete works required as conditions of the granted licence, including works to reduce occupancy where necessary

The Council expects full compliance with all licence conditions, recognising that some breaches pose significantly greater risks to tenants and the wider public than others.

In determining an appropriate civil penalty, the Council will therefore consider:

- The number and nature of the licence condition breaches; and
- The extent and seriousness of deficiencies associated with each breached condition.

Given the wide variation in circumstances across cases, the following starting points are provided as a guide for determining civil penalties for breaches of licence conditions by a licence holder managing one or two licensed HMOs, where no additional aggravating or mitigating factors are present.

1. Low-Impact Breaches – Starting Point: **£3,000**

Low-impact breaches include administrative or minor management failures that do not directly increase risks to health or safety. Examples include:

- Failure to provide tenants with contact details
- Failure to address minor, non-hazardous disrepair
- Failure to provide certain tenancy-related documentation

2. High-Risk Health and Safety Breaches – Starting Point: **£20,000**

Breaches that directly compromise the safety of occupants or increase the risk of injury or serious harm will attract higher penalties. Examples include:

- Failure to install or maintain smoke alarms in working order
- Failure to comply with fire safety or electrical safety requirements
- Non-compliance with essential health and safety provisions

3. Serious Management and Behaviour-Related Breaches – Starting Point: **£7,000**

Breaches involving significant management failures or conditions that negatively impact the local community are treated as serious offences. Examples include:

- Failure to address persistent or serious anti-social behaviour, including the use of the property for illegal purposes
- Failure to provide adequate arrangements for waste storage and disposal, resulting in significant nuisance, littering, or fly-tipping

Assessment of Aggravating and Mitigating Factors

The Council may apply any relevant mitigating or aggravating factors up to maximum of **30%.** Where a licence holder is responsible for a significant number of licensed HMOs, this would be viewed as an aggravating factor, and an increase would be

applied conversely where a licence holder was able to provide mitigating evidence a decrease may be applied up to a maximum of **30%.**

The Council will make a subjective assessment of which aggravating or mitigating factors best fit the circumstances of the case based on available evidence.

Example 6 - Failure to Comply HMO Management Regulations

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

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

Note - The Licensing and Management of Houses in Multiple Occupation (Additional Provisions) (England) Regulations 2007 place similar obligations on the managers of HMOs as defined by Section 257 Housing Act 2004.

It is important that the manager of an HMO complies with all regulations, but the Council recognises that a failure to comply with certain regulations is likely to have a much bigger impact on the safety and comfort of residents than others. Furthermore, and using Regulation 8 as an example, a breach of this regulation could relate to defects to an individual window in one HMO but multiple defects to the structure, fixtures & fittings in a number of rooms in a second HMO.

In determining the level of a civil penalty, the Council will therefore initially consider;

1. The number and nature of the management regulation breaches; and
2. The nature and extent of deficiencies within each regulation.

Clearly, the circumstances of HMO Management Regulation offences have the potential to vary widely from case to case but, as a guide the Council will apply the relevant starting points and any other relevant aggravating and mitigating factors.

The civil penalty for a landlord controlling one or two HMO dwellings, with no other relevant aggravating or mitigating factors [see below], for failure to display a notice containing their contact details would be regarded as a Regulation 3 offence. In line with Government guidance the starting point for that offence would be **£3,000**.

Where a landlord or agent is controlling/owning a significant property portfolio and is therefore considered to be a 'professional' landlord or agent but has failed to display such details this would be viewed as an aggravating factor and an increase may be applied up to maximum of **30%.**

The civil penalty for a landlord controlling one or two HMO dwellings, with no other relevant factors or aggravating features [see below], for a failure to maintain fire alarms in working order, failure to maintain essential services to an HMO or to allow an HMO to fall into significant disrepair would be regarded as multiple offences under Regulations, 4, and 7 and as such, in line with Government guidance the starting points for these offences would be **£20,000 and £7,000** respectively.

Where a landlord or agent is controlling/owning a significant property portfolio and is therefore considered to be a 'professional' landlord or agent but has failed to comply with the multiple regulations this would be regarded as separate aggravating factors and an increase may be applied to both regulation offences up to a maximum of **30%.**

Example 7 – Multiple HMO offences

The landlord of an HMO property fails to obtain a licence and there are also multiple breaches of Regulation 4 of the HMO Management Regulations. They only operate one HMO and there are no other relevant aggravating or mitigating factors. The offences are regarded as separate and in line with the guidance provided by Government the starting points would be **£17,000 and £20,000** respectively.

The landlord makes a complete application for the HMO licence and rectifies the Regulation 4 breaches within the period allowed for representations. No other representations [or representations that are upheld] are made to the Council.

In determining the final penalty level, the Council may apply a discount for the two mitigating factors and a discount for the totality of offences, which would be deducted from the starting points due to compliance during the representation period.

Example 8 – Multiple breaches of "relevant letting agency" legislation

Where a Landlord or Agent is to be penalised for two or more breaches or where there are multiple breaches of a repetitive kind, especially when committed against the same person, it will often be appropriate to impose for the most serious breach a financial penalty which reflects the totality of the conduct where this can be achieved within the maximum penalty for that breach. No separate penalty should be imposed for the other breaches.

Where a landlord or Agent is to be penalised for two or more breaches that arose out of different incidents, it will often be appropriate to impose separate financial penalties

for each breach. The Council should add up the financial penalties for each breach and consider if they are just and proportionate. If the aggregate amount is not just and proportionate the Council may consider whether all of the financial penalties can be proportionately reduced. Separate financial penalties may then be imposed.

Where separate financial penalties are imposed, the Council must take care to ensure that there is no double-counting.

Appendix 2 - The Renters Rights Act 2025

The Renters Rights Act 2025 provides the Council with a number of new tools to utilise when investigating breaches of the legislation or relevant offences. Officers authorised in writing by the Council may exercise investigatory powers, these powers can be used if the officer suspects certain laws have been broken. The officer can use these powers to support enforcement of the following legislation:

- Protection from Eviction Act 1977, sections 1 and 1A
- Housing Act 1988, chapter 1 of Part 1.
- Enterprise and Regulatory Reform Act 2013, section 83(1) or 84(1).
- Housing and Planning Act 2016, sections 21 to 23.
- Renters' Rights Act, chapter 3 of Part 1 and Part 2.

Please read on for a summary of available powers.

Ask a relevant person for information
Where an officer is investigating whether someone has broken the law in relation to the legislation, they can ask a relevant person for information to use as evidence.

Definition of a Relevant person
An authorised officer can require this from anyone who has acted in the past twelve months as a landlord, agent, licensor, or marketer in connection with the relevant accommodation. The officer can also ask for information from anyone who, in the past twelve months, had an estate or interest in the relevant accommodation or who purported to act for someone with such an interest or a licensor. This person is referred to as a 'relevant person' in the Act, section 114(2).

Asking for information
Authorised officers must give notice to the person or organisation from whom they are requiring the information. The notice must:

- be in writing.
- specify that it is given under section 114 of the Act.
- explain the possible consequences of not giving the information.

A notice does not require a person to provide information or documents that they could refuse to provide in High Court proceedings due to legal professional privilege.

The officer can also ask for this information to be given:

- by a specific date.
- in a specific format, for example, original or digital documents.
- in a new document with specific information.
- to a specific person or enforcement authority.

When a relevant person does not give information

If an authorised officer requires you to produce information and you fail to do so as requested, this may be an offence, and the courts could find you liable for a fine not exceeding level 3 on the standard scale (£1,000). The potentially relevant offences are set out in section 131 of the Act here.

You will not be guilty of an offence if you have given reasonable excuse for not providing the information. If you give information which you know to be false or misleading or is reckless as to whether it is false or misleading, you will also commit an offence and may also be liable for a fine not exceeding level 3 on the standard scale (£1,000). A person has the right not to give information if it might incriminate them.

When using the powers to require information under the Act the Council must comply with the Investigatory Powers Act 2016 (as amended) (IPA). For more information, you should refer to the IPA available here and the Communications Data Code of Practice available here

Ask "any person" for information

When an authorised officer reasonably suspects that someone has broken the law in relation to the below list of legislation, the officer can require "any person" or organisation to provide information, in order to investigate whether any of those laws have been broken.

An authorised officer can also ask for the information after the investigation is over to help set the level of any civil penalty. This power can be used to support enforcement of the following legislation (the rented accommodation legislation (section 115(3)):

- Protection from Eviction Act 1977, sections 1 and 1A (section 1A not in force when the guidance is issued).
- Housing Act 1988, chapter 1 of Part 1.
- Enterprise and Regulatory Reform Act 2013, section 83(1) or 84(1).
- Housing and Planning Act 2016, sections 21 to 23.
- Renters' Rights Act, chapter 3 of Part 1 and Part 2 (Not in force at the time this guidance was issued).
- Housing Act 2004, parts 1 to 4 and 7.

Asking for information

Where an officer uses this power, they will need to give notice to the person or organisation from whom they are seeking the information requiring them to provide it. The notice must:

- be in writing.
- specify that it is given under section 115 of the Act.
- explain the possible consequences of not giving the information.

The officer can also ask for this information to be given:

- by a specific date.
- in a specific format, for example, original or digital documents.
- in a new document with specific information.
- to a specific person or enforcement authority.

When any person does not give information

If an officer requires a person or organisation to produce information and they fail to do so, the officer can apply for a court order to enforce the notice under section 116 of the Act.

The court may make an order if it is satisfied that the person on whom the notice was served has not complied with that request. The court order could compel the person to give the information that the officer has asked for. The court could also ask that person to pay for the costs of applying for the order.

When an authorised officer has asked for information from a company, partnership or unincorporated association, the court may ask a person holding an official position at the company and who is responsible for not providing the information, to meet the costs of applying to the court.

Limitations of the use of information collected using the any person power

If someone provides information under the any person power, that information may not be used against the person who provided it in any criminal proceedings. The prosecution also cannot ask questions about this information in criminal proceedings. The person who might be incriminated by the information they gave may, however, use the information or ask questions about it during criminal proceedings. The limitations on the use of information provided under section 116 are set out in section 117 of the Act.

If someone knowingly and wilfully makes false statements or provides certain types of false information, even if not under oath, it may be possible to prosecute them under section 5 of the Perjury Act 1911. This applies to information collected using the any person power.

Asking for communications data

When using the powers to require information under the Act the officer must comply with the Investigatory Powers Act 2016 (as amended). For more information, you should refer to the IPA and the Communications Data Code of Practice available here.

Powers to enter a business premises

The Act contains powers to enter a rental sector business premises with, and without, a warrant under sections 118 and 121 respectively. An authorised officer can enter a business premises at a reasonable time to request documents and or to seize evidence if they reasonably believe a relevant person is running a rental sector business there. A relevant person is defined in the Act, section 114(2) as anyone who has, in the past twelve months, in relation to relevant accommodation:

- had an estate or interest in the premises, (unless they are a mortgage lender who is not in possession of the premises).
- been a licensor.
- marketed the premises.
- acted for or purported to act for someone with an estate or interest in the premises or a licensor.

Relevant accommodation

Relevant accommodation means any residential accommodation in England that is connected with the exercise of the function for which an officer intends to exercise the investigatory power, see section 114(10).

Rental sector business is defined in, section 118(9) of the Act as a business connected with:

- letting residential accommodation in England.
- creating licences to occupy such accommodation.
- marketing such accommodation for a tenancy or licence to occupy.
- managing such accommodation under a tenancy or licence to occupy.

These powers of entry may not be used for premises that are wholly or mainly used as a home.

An officer can only enter the premises to investigate if they suspect a breach or offence has been committed under the rented accommodation legislation and their suspicion is a reasonable one. An officer will also need to be satisfied that entry is necessary to require documents to be produced or to seize documents which are on the business premises and could help with the investigation.

An officer can use these powers of entry into business premises (with and without a warrant) to support enforcement of the rented accommodation legislation.

Entering business premises to investigate

If an authorised officer is exercising the power of entry into business premises, they are allowed to:

- take another person or persons with them, who will then have the same powers as the authorised officer.
- take equipment.
- take photographs.
- make recordings.

Giving notice to enter business premises without a warrant

An authorised officer can use the power of entry without a warrant for routine inspections. The officer must provide an occupier of the business premises with at least 24 hours' written notice, though the occupier can waive the requirement to provide the full 24 hours' notice and allow entry earlier if they wish.

If the occupier chooses to waive the full notice requirement, it is important for the officer to make sure that the person giving the waiver fully understands their rights and the consequences of giving the waiver before it is acted upon.

If notice is not waived, the notice must:

- be in writing and given by a local housing authority officer.
- explain the reason for entering the premises.
- explain what offences may be committed if a person without reasonable excuse seeks to obstruct entry, fails to comply with a requirement or to give assistance or information, or knowingly or recklessly gives false or misleading information.

An authorised officer does not need to give 24 hours' notice if they are exercising the power of entry for a non-routine inspection. A non-routine inspection is when:

- it is not reasonably practical to give notice.
- an officer reasonably believes that giving notice would defeat the purpose of entry.

If the officer enters a business premises without a warrant, they must give to at least one person on the premises (if there are any):

- evidence of their identity and authority.

If the officer enters without giving notice (a non-routine inspection) they must give to at least one person on the premises (if there are any):

- a document explaining why they are entering and why it is necessary.
- information about what offences you could be committing if you do not cooperate.

If it is not reasonably practical to provide the information set out above, for example due to safety concerns or if the person on the premises fled before the Officer had a chance to give the above information, any information already collected can still be used as evidence in your investigation.

Entering a business premises with a warrant

If an Officer cannot carry out a routine inspection with at least 24 hours' notice, they may also apply to a justice of the peace for a warrant to enter specified premises under the Act, section 120.

To apply for the warrant, they must provide written evidence under oath that one of the following applies:

- they have been refused entry or believe they are likely to be refused entry, and they have notified an occupier of the premises of their intention to apply for a warrant.
- they believe that giving notice might result in evidence being hidden or tampered with.
- no occupier is present, and waiting for an occupier might defeat the purpose of the entry.

The officer will also need to provide evidence that they are acting in their official capacity and that there are reasonable grounds to suspect the premises are used by a relevant person for rental sector business and are not wholly or mainly residential accommodation.

Additionally, the officer will need to show that they expect there to be documents on the premises that they could require a person to produce or that could be seized under the Act.

Once granted, the warrant will be valid for one month starting on the day it is issued.

When entering a business premises under a warrant an authorised officer may use reasonable force if necessary.

When an officer enters the premises, they must show the warrant to at least one occupier if there are people present.

If there are no people in the premises, then they must:

- leave a notice that the premises have been entered under warrant granted under section 120 of the Act.
- make sure the property is as secure when they leave as it was before they entered.

Business premises: requiring the production of documents following entry

Once an authorised officer has entered the business premises, either under section 118 or a warrant under section 120 of the act, they can ask for documents from a relevant person occupying the premises or someone acting on their behalf, at any reasonable time. The officer can also ask for documents to try to determine whether there has been compliance with the rented accommodation legislation where they reasonably believe there has been non-compliance.

The officer can only ask for documents related to the business for which the premises are occupied and to which the person they have asked has access. The officer can ask for documents if they think they may be needed as evidence. The officer can also take copies of the documents produced.

An officer can ask for the documents to be explained to them and if the document is electronic, they can require a copy of the document in a format that can easily be taken away, for example, a hard copy.

The officer cannot require the production of documents which are legally confidential, such as communications between a lawyer and their client.

An officer can request documents even if the need for them relates to someone other than the relevant person who is required to provide them.

Taking documents after entry into business premises

When using either of the powers of entry into a business premises, an authorised officer has the power to seize and detain documents if they have a reasonable suspicion that the documents may be required as evidence in proceedings for a breach or offence under the rented accommodation legislation.

If there are people on the premises, before an officer seizes documents, they must show at least one person proof of their identity and authority. However, if it is not reasonably practicable to do so, the officer does not need to.

When seizing documents, an officer must take reasonable steps to tell the person who they are seizing them from that they have been seized and provide a written record of what they are taking.

When deciding what steps an officer should take to inform the person that documents have been seized and to provide them with a written record, they must have regard to any relevant rules around seizing property that are set out in a code of practice made under section 66 of the Police and Criminal Evidence Act 1984 available here.

An officer cannot seize documents that are legally confidential, such as communications between a lawyer and their client and can usually only keep the documents for 3 months from the day they were seized. If the documents are needed for legal proceedings (related to why they were seized), the officer can keep them for longer but not for longer than needed for the proceedings.

If there are electronic devices on the premises which an officer suspects may hold information that they may wish to seize under this power, they can require someone with approved access to access that information if that is reasonably necessary. If such a person does not access the device after an officer has required them to do so, they can access the device themselves.

Criminal Justice and Police Act 2001: additional powers of seizure

If an officer takes copies of documents using the power under section 122(1)(b) or they seize documents under section 123 of the Act following entry into business premises (under the Act), additional powers of seizure under section 50 of the Criminal Justice and Police Act 2001 apply.

If the officer reasonably suspects that a document may be needed as evidence for a breach or offence under the rented accommodation legislation, they can take it.

If the officer reasonably believes the document is something they are allowed to search for or seize or that it contains information they are allowed to seize, but it's not reasonably practical to decide this on the premises or to separate it on the premises, they can take the document using the additional powers in section 50 of the Criminal Justice and Police Act 2001 available here.

An officer will then need to assess if the document is relevant as soon as reasonably practicable afterwards. If it is not relevant, they will need to give it back as soon as reasonably practicable.

If an officer is sure that a document contains information that may be needed as evidence they can take it, using the additional powers in section 50 of the Criminal

Justice and Police Act 2001, even if it cannot be separated from a part they could not otherwise take.

If an officer is unsure whether the information in a document may be needed as evidence and it cannot be separated from information, they know is not relevant, then they cannot take it.

If an officer takes documents using the additional powers of seizure under section 50 of the Criminal Justice and Police Act 2001, they will need to comply with the notice requirements to the occupier under section 52 of that Act available here.

Access to seized documents s.124

A person who had possession or control of a document immediately before it was seized, or their representative, can request:

- access to the documents.
- a copy or photograph of the document.

On receipt of a request, an officer must:

- give the person access to the documents under the supervision of a local housing authority officer.
- allow the person to take a copy or photograph it under the supervision of a local housing authority officer.
- provide the person with a copy or photograph of the document within a reasonable time of their request.

If an officer has good reason to think that allowing access to the document, or providing photographs or copies of it, would undermine or be detrimental to the reason why the document was seized, can refuse the request.

Appeal against detention of documents s.125

A person can ask the magistrates' court to release the documents detained under the Investigatory Powers in Part 4 of the Act. A person must have an interest in the documents to make a valid request. If there are court proceedings brought as a result of the investigation that led to the documents being seized, an application will need to be made to the magistrates' court for a hearing. If there are no proceedings the application is made as a complaint to a magistrates' court.

The court may only order the release of documents if certain conditions are met. These are that:

- the investigation that led to the documents being seized has not resulted in any court proceedings starting.
- it has been 6 months or more since the documents were seized.
- court proceedings have now finished.

A person or local housing authority officer disagreeing with any magistrates' court decision can appeal this decision through the Crown Court.

Suspected residential tenancy - power of entry

An authorised officer can use this power to enter a residential property at a reasonable time if they are specially authorised and reasonably suspect the property is being privately rented out as a home (a residential tenancy, see section 63 of the Act), and if they need to inspect the premises to investigate whether there has been:

- an offence under section 1 of the Protection from Eviction Act 1977.
- certain breaches and offences under certain database provisions in the Act.

The residential power of entry without a warrant under section 126 is available to support enforcement in respect of the following database provisions:

- breach of the duty on a residential landlord to ensure an active landlord and active dwelling entry in the database, section 82(3).
- the offence of knowingly or recklessly providing false or misleading information to the database operator, section 92(1).
- the offence of continuing to breach the duty to ensure an active landlord and dwelling entry in the database at the end of a 28-day period beginning on the day on which a financial penalty for the breach was imposed, section 92(2).
- the offence of breaching the duty to ensure an active landlord and active dwelling entry in the database section 82(3) when a relevant penalty has been imposed for a breach of requirements under section 82(1), 82(2) or 82(3), section 92(3).
- the offence of breaching the duty to ensure an active landlord and active dwelling entry in the database within 5 years of either receiving a penalty or a conviction for a database offence, section 92(4).

Entering residential premises without a warrant to investigate

An officer can only use this power to enter if:

- They have the correct authorisation by a deputy chief officer or their superior, whose duties relate to the purpose for which they want to enter the residential premises.

An officer's authorisation will state the specific purpose for which they are authorised to enter the residential premises.

If an officer is exercising the power of entry, they are allowed to:

- take another person(s) with them, who will have the same powers as the authorised officer.
- use equipment.
- take photographs.
- make recordings.

Before an officer enters, they must give at least 24 hours' notice to the person or people living there and to any other person who has an interest in the property, like the owner. They do not, however, need to give prior notice to a residential landlord within the meaning of Part 2 of the Act, see Section 63 here.

The requirement to give notice to a person with an interest also does not include a mortgagee not in possession of the premises. An officer must give notice to a residential landlord informing them that the property was entered, including the date of the entry and the purpose of the entry, within a reasonable period after the entry.

The officer only needs to give notice to other people who have an interest in the property but do not live there if they have provided the Council with an address for this purpose.

This notice must:

- be in writing.
- be given by an officer of the local housing authority.
- explain the reason for entering the premises.
- explain what laws a person may be breaking if they obstruct the entry or fail to comply with properly imposed requirements.

A person can waive the need for the full 24 hours' notice. If you choose to waive the full notice requirement, it is important to make sure that you understand the waiver and that you have a right to receive notice and the consequences of waiving it.

However, an officer cannot enter a residential property without giving the required notice unless all people living in the property, and everyone with an interest in the property who has a right to notice, waived it.

For example, if all of the people living at the property waive their right to notice, but an owner with a right to notice does not, the officer must follow the notice requirements before entering the property.

Where an officer enters a property without a warrant and find occupiers in the property, they must show identification to at least one occupier if there is more than one.

This identification is a document saying that the officer is specially authorised to enter the property and is handed to the occupier or at least one occupier if there is more than one.

There may be times when it's not reasonably practicable for the officer to show Identification and special authorisation document upon entry, such as if the officer encounters aggressive behaviour or if the occupiers have fled before they can show them the documents. When this happens, any information already collected can still be used as evidence in the investigation.

Suspected residential tenancy: entry with a warrant

An authorised officer can apply for a warrant if they have been refused entry without a warrant. The officer can also apply for a warrant if no-one is in the property to let them in and waiting for someone might defeat the purpose of the entry.

The officer can also apply for a warrant if they think giving the person on the premises and/or anyone with an interest in the property, who would have a right to notice, at least 24 hours' notice might defeat the purpose of entry. To ask for a warrant, they must apply in writing under oath to a justice of the peace.

The officer can apply for a warrant to enter a residential premises if they believe it is necessary to enter the premises to investigate an offence under section 1 of the Protection from Eviction Act 1977 or certain breaches or offences of certain database provisions in the Act. These are the same provisions for which the power of entry without a warrant under section 126 may be exercised namely.

- Breach of a duty of a residential landlord to ensure an active landlord and active dwelling entry in the database, section 82(3).
- The offence of knowingly or recklessly providing false or misleading information to the database operator, section 92(1).
- The offence of continuing to breach the duty to ensure an active landlord and dwelling entry in the database at the end of a 28-day period beginning on the day on which a financial penalty for the breach was imposed, section 92(2).
- The offence of breaching the duty to ensure an active landlord and active dwelling entry in the database under section 82(3) when a relevant penalty has

been imposed for a breach of requirements under section 82(1), 82(2) or 82(3), section 92(3).
- The offence of breaching the duty to ensure an active landlord and active dwelling entry in the database within five years of receiving either a penalty or a conviction for a database offence, section 92(4).

The application under oath will also need to confirm that in entering the residential premises the officer would be acting in the course of their employment or under the instruction of the Council and that they reasonably suspect the property is being privately rented out as a home (a residential tenancy, see section 64 of the act).

If a warrant is granted it will include the following information:

- the name of the person authorised to enter; this will be the officer who applied for the warrant.
- the property that the person named in the warrant is authorised to enter.
- Once the inspection has been completed the warrant will expire.

When an officer is entering with a warrant, they will be able to:

- enter the premises at any reasonable time.
- use reasonable force to enter, if necessary.
- take another person, or persons, who will have the same powers as the officer, but only whilst with the officer and under their supervision.
- use equipment.
- take photographs.
- make recordings.

The officer must show the warrant to at least one occupier if there are people in the property. If there are no people in the property, then the officer must:

- leave a notice that the premises have been entered under warrant issued under section 128 of the Renters Rights Act 2025 available here.
- make sure the property is as secure when they leave as it was before they entered.

Using Council Tax, Housing Benefit and Tenancy deposit information s.134

Section 212A of the Housing Act 2004 allows authorised officers to use information from tenancy deposit schemes and section 237 allows them to use information from Housing Benefit and Council Tax to investigate if certain laws have been broken. For example, to check if:

- several claims for Housing Benefit are made from the same address.
- there are too many people living in the property.
- the property is being rented.
- the property may need a licence as an HMO.

The Act makes provision so that officers can use this information to support enforcement of the following legislation.

- Protection from Eviction Act 1977, sections 1 and 1A.
- Housing Act 1988, chapter 1 of Part 1.
- Part 7 of the Housing Act 2004 so far as it relates to qualifying residential premises withing the meaning given by section 2B of the Housing Act 2004.
- Enterprise and Regulatory Reform Act 2013, section 83(1) or 84(1).
- Housing and Planning Act 2016, sections 21 to 23, 41 and 133 to 135.
- Renters' Rights Act 2025, chapter 3 of Part 1 and Part 2.

Investigatory powers under the Housing Act 2004 s.135

The Renters Rights Act 2025 amends the power under section 235 of the Housing Act 2004 (power to require documents to be produced) so that it now also covers Part 7 of the Housing Act 2004 in relation to any qualifying residential premises within the meaning given by section 2B of the Housing Act 2004.

This means authorised officers can require information from a relevant person to inform the setting of civil penalties after the investigation is finished.

The Act also amends section 239 of the Housing Act 2004. It removes the requirement to give 24 hours' prior notice to the owner of qualifying residential premises within the meaning of section 2B and replaces it with a duty to notify the owner within a reasonable period of time after entry takes place. The Act also inserts an option for an occupier to waive their right to 24 hours' prior notice of entry under section 239 Housing Act 2004. It is important to make sure the person giving the waiver understands that they have the right to notice and the implications of waiving it. However, an authorised officer cannot enter the property without giving the required notice unless all people living in the property, and everyone with an interest in the property, who has a right to notice, agrees that notice is not needed.

Investigatory powers Client Money Protection schemes s.136

The Council is responsible for the enforcement of client money protection schemes regulations. Agents must be registered with a client money protection scheme under sections 133-134 of the Housing and Planning Act 2016 and Regulation 3 of the Client Money Protection (CMP) Schemes for Property Agents (Requirement to Belong to a Scheme etc) Regulations 2019.

The Act enables an authorised officer to investigate whether an agent is a member of a CMP scheme in accordance with regulation 3 of The Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2019.

Section 136 of the Renters Rights Act 2025 permits The Council to utilise investigatory powers under Schedule 5 of the Consumer Rights Act 2015 for investigating breaches of the Client Money Protection (CMP) Schemes for Property Agents (Requirement to Belong to a Scheme etc) Regulations 2019.

Investigatory Powers Consumer Rights Act 2015

Where The Council is investigating a breach of certain specified offences such as;

- Tenant Fees Act 2019.
- The Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2019.
- Section 83 of The Consumer Rights Act 2015.

It may use supplementary powers provided by Schedule 5 of The Consumer Rights Act 2015.

Paragraph 14 production of information

An authorised officer may request information to prove whether a breach of the relevant legislation has occurred. The request for information must be in writing and specify the purpose for which the information is required.

If the information is required for a specified function, then the notice must specify the function concerned e.g. an investigation under the provision of The Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2019 or other applicable legislation.

The notice must specify the following;

- The timescale for compliance e.g. the date the information must be provided by.
- The form in which it should be provided.
- The circumstances in which a monetary penalty will be payable due to non-compliance with the notice.

The notice may also require the following ;

- the creation of documents, or documents of a description, specified in the notice.
- the provision of those documents to the enforcer or an officer of the enforcer.
- to provide information or create the document that is required in a legible form.

A paragraph 14 notice does not require a person to provide any information or create any documents which the person would be entitled to refuse to provide or produce

a) in proceedings in the High Court on the grounds of legal professional privilege, or
b) in proceedings in the Court of Session on the grounds of confidentiality of communications.

If a person fails to provide the information requested within a notice under paragraph 14, the Council may make an application under this paragraph to the court.

If it appears to the court that the person has failed to comply with the notice, it may make an order under this paragraph.

The Council may also utilise other powers defined in schedule 5 of The Consumer Rights Act 2015 when investigating the relevant breaches or to ensure that lettings or property management agents are compliant with the legislation. For further information on the use of these powers please follow the link below;

- Consumer Rights Act 2015
- Investigatory powers of consumer law enforcers: guidance for businesses on the Consumer Rights Act 2015

Interviews under the Police and Criminal Evidence Act (PACE)

The Council may interview, under caution persons suspected of committing certain offences. This would be in the form of a voluntary, digitally recorded interview where the suspect is invited to attend the Council offices. Where an individual does not wish to attend an interview the Council will provide an opportunity for a written statement to be submitted.

Persons suspected to be in contravention of the Housing Act 2004 or Protection from Eviction Act 1977 will not usually be invited for interview under caution unless the case is especially complex or the circumstances are serious enough that prosecution is a likely outcome. The Council will retain discretion as to whether PACE interviews would offer such evidence to progress the case.

Rental bidding

From 1 May 2026, landlords or letting agents will not be allowed to ask for, encourage or accept an offer that is higher than the advertised rent. If someone offers to pay more than the advertised rent for a property, this is known as ‘rental bidding’.

Advertising a property

A specified rental amount will need to be included when advertising or offering in writing a property to let. It will need to be a specific amount as a price range will not be allowed.

A written advert may be:

- an online property advert.
- a printed advert.
- a social media post.
- any digital communication, for example, emails, text messages or direct messages.

It does not include ‘to let’ signs outside a property.

After a property has been advertised

After a property has been advertised, you will not be allowed to:

- ask for offers above the advertised rent.
- publish a price range for the property and ask tenants to bid within that range, or higher.
- encourage someone to offer more than the advertised rent.
- tell someone you have received other bids to encourage them to bid more than the advertised rent.
- act in any way that leads a person to believe they need to offer more than the advertised rent.
- accept an offer to pay more than the advertised rent.

If someone offers more than the advertised rent
The relevant person will not be able to accept an offer that is more than the advertised rent. If this is suspected the Council may use their investigatory powers as defined in section 6 of this policy.

If the council agrees that rental bidding has happened, they may issue a civil penalty notice of up to £7,000 for your first offence.

You could be fined for a ‘repeated breach’ if you commit the same offence within 5 years. If you are fined for a ‘repeated breach’, you will have to pay:

- up to £7,000 for the breach on its own.
- up to £7,000 if you repeat the same type of breach within 5 years.

Rental discrimination

Rental discrimination is the unfair treatment of people in the private rented sector who have children or receive benefits. Decisions based on something believed to be true, such as that a tenant has children or receives benefits, are still discrimination, even if the belief is false.

References to landlords include anybody acting on their behalf, such as a letting agent, referencing service or family members.

The new measures apply to all assured and regulated tenancies on and from 1 May 2026. It does not matter if they were agreed before or after this date.

All discriminatory terms in superior leases (such as between a landlord and their freeholder, or where a rent-to-rent arrangement is in place) and mortgage agreements are cancelled on and from 1 May 2026. This means they can no longer be used to justify discrimination against a tenant with children or receiving benefits. It does not matter if they were agreed before or after this date.

Discriminatory terms in insurance contracts are cancelled where they are agreed or renewed on and from 1 May 2026. This means they can no longer be used to justify discrimination against a tenant with children or receiving benefits.

These measures apply to all landlords or agents in England who let out properties on assured and regulated tenancies. This includes tenancies offered by or on behalf of the Crown Estate, but not the Parliamentary Estate, nor those of social or supported housing.

Landlords or anybody acting on their behalf may be found liable for a breach of these measures, whether formally contracted or just a family member acting informally.

A person or firm cannot be liable for discrimination if they only carry out one or more of the following, and nothing else:

- publishing adverts or disseminating information.
- providing a means for landlords to communicate directly with prospective tenants.
- providing a means for prospective tenants to communicate directly with landlords.

This means that websites which host property adverts only are not caught by the rental discrimination restrictions. Additional exempted conduct may be defined at a later date.

Which renters are protected

The rental discrimination measures prevent landlords and agents acting on their behalf from providing unfair treatment to renters, both sitting or prospective, based on their having children or receiving benefits.

Children - means anyone under 18 years old who would either visit or live at the property.

Discrimination may also take more specific forms, such as by targeting:

- children of certain ages or characteristics.

- other specific subsets of children such as those in fostering arrangements.

Benefits - includes (but is not limited to) any of the following benefits:

- Universal Credit.
- Jobseeker's Allowance.
- Personal Independence Payment.
- Employment and Support Allowance.
- Income Support.
- Legacy Housing Benefit.
- State Pension or Pension Credit.
- Council Tax Support.
- Tax Credits (Child and Working).
- Child Benefit.
- Guardian's Allowance.
- Carer's Allowance.

The full definition of a benefits claimant, as found in the act, is any person who receives payments by virtue of (including regulations made under):

- the Social Security Contributions and Benefits Act 1992.
- the Welfare Reform Act 2012.
- the Jobseekers Act 1995.
- the State Pension Credit Act 2002.
- the Tax Credits Act 2002.
- the Welfare Reform Act 2007.
- the Pensions Act 2014.
- a council tax reduction scheme under 13A of the Local Government Finance Act 1992.

What is considered unlawful discrimination

Landlords and anyone acting on their behalf must not take steps that intend to make a person less likely to enter a tenancy agreement because they have children or receive benefits. This includes (but is not limited to) stopping them:

- accessing information about a property, including its availability
- viewing a property
- signing a tenancy agreement

The only exceptions are:

- If that property is subject to an existing insurance contract signed before 1 May 2026 which contains a term that prevents occupation by children or

benefit claimants. This exception ends when the insurance is renewed or ends.

- If stopping children from living in the property would be a proportionate means of achieving a legitimate aim (PMLA), such as if it would genuinely be unsuitable or cause overcrowding.

Discriminatory terms in tenancies

Any terms in an assured or regulated tenancy, or in the superior lease of a property that is let under an assured or regulated tenancy, that stop tenants from claiming benefits or having children at the property are no longer valid and cannot be used to justify discrimination, unless one of the exceptions applies.

Discriminatory terms in mortgages

Any terms in the mortgage of a property let under an assured or regulated tenancy that stop tenants claiming benefits or having children at the property will no longer have any effect and so cannot be used to justify discrimination.

Discriminatory terms in insurance

Any terms in an existing insurance contract of a property let under an assured or regulated tenancy that stop tenants from claiming benefits or having children at the property only has effect until the insurance ends or is renewed, whichever happens sooner.

For insurance contracts that are renewed or start after 1 May 2026, clauses which exclude children or benefit claimants are of no effect so cannot be used to justify discrimination.

What is not considered unlawful discrimination

Consideration of income

Landlords can take a tenant's income into account when considering if the rent is affordable. They are not liable for a breach if a set income requirement is not met, regardless of whether the person has children or receives benefits.

If the prospective tenant complains to their local authority about a refusal to offer a tenancy because the use of an income test was discriminatory, the local authority should consider if:

- the prospective tenant has demonstrated that they could meet the set income requirement

- the landlord has accounted for all forms of income, including state benefits and pension, and treated them of equal value
- the requirement has been raised because the person has children or receives benefits

When deciding between multiple prospective tenants who have met the income requirements, landlords should not consider whether they receive benefits or have children in reaching their decision.

Landlords should set the same income requirement for all prospective tenants and treat all forms of income equally. It is up to the prospective tenant to demonstrate they meet this requirement, but landlords should take all forms of income into account. Landlords should not unreasonably refuse to accept a means of evidencing income that a tenant provides, whether a bank statement, proof of benefit letter, pay slip or otherwise.

Proportionate means of achieving a legitimate aim (PMLA)

In certain cases, landlords may stop children from living in a property if they can demonstrate that the restriction is a proportionate means of achieving a legitimate aim. There is no such exception made for discrimination against benefits claimants.

Determining if a ‘no children’ restriction is a PMLA is up to the relevant local authority for the purposes of imposing a penalty. This decision may be reviewed by the tribunal if a penalty is subsequently appealed. Some examples are included towards the end of this section. Local authorities should evaluate:

- if the intended aim is legitimate
- if restricting occupation by children would achieve that aim
- if the restriction is proportionate

Deciding if an aim is legitimate

Landlords can restrict children living in their properties if it is a proportionate means of achieving a legitimate aim. To be considered sufficiently legitimate, the limit has to be genuine and not in itself aim to discriminate against families with children.

Common examples will include retirement homes and student housing. Another example could be that a property would be unsafe for children. This could be for various reasons, including the construction of the property posing dangers for younger children that cannot be readily mitigated, or safeguarding concerns over shared facilities or common parts in the building. There might also be other statutory requirements the landlord has to meet, like house in multiple occupation (HMO) licensing conditions or overcrowding regulations.

When deciding if an aim is legitimate, The Council will consider if:

- the aim appears to provide some form of genuine benefit
- the aim does not appear itself to be intended to discriminate against families with children

For a restriction to be legitimate, someone other than the landlord must benefit. For example, providing peaceful retirement living, proximity to a university, or the safety of a child. A financial aim alone, such as to lower business costs, is not legitimate, neither is where the purpose itself is to negatively discriminate.

Deciding if the restriction is proportionate

After deciding that the aim of a restriction is legitimate, The Council must decide if it is a proportionate way of achieving it.

When deciding if an aim is proportionate, The Council should consider if:

- there are ways the restriction could be limited
- there are other ways of achieving the aim

For a restriction to be proportionate, landlords should have considered if there are other ways of achieving the same goal. If there are no reasonable alternatives, the restriction should be suitably limited. For example, whether they ban all children from living at the property or those of certain ages.

Enforcement

The Council may issue a civil penalty against the prospective landlord or anyone acting on their behalf if they are satisfied that the breach was either:

- committed with their consent or knowledge
- due to their neglect

The Council may decide to impose a single penalty on more than one person for the same breach or offence. Where they do so, those people are jointly and severally liable to pay it. A financial penalty will be issued in accordance with the Councils approach to issuing civil penalties.

Gathering evidence

The Council will need to decide what sort of evidence to gather to support or reject a case, although how best to do so may be determined locally. Local authorities should compile any evidence provided by the alleged victim and draw up and confirm a

witness statement. Once a case of discrimination takes shape, this should be put to the landlord or agent who can offer evidence in their defence.

The Council has powers to request information and enter business premises to support their investigations as specified in link to investigatory powers section

When reporting discrimination, tenants should provide:

- timestamped copies of communications with the landlord or property agent, such as text messages, voicemails or emails
- copies of, or links to, discriminatory adverts or property listings, dated where possible

Evidence that the tenant receives benefits or has children is not necessary. This is because discrimination is still deemed to have taken place even if on a false belief that a tenant has children or receives benefits.

When defending themselves, landlords and anyone acting on their behalf should provide all relevant documentation which supports the validity of their decision or actions. This may include:

- time-stamped copies of communications with the prospective tenant, such as text messages, voicemails, or emails, or copies of adverts or property listings, dated where possible
- legal documents such as the property deed, statement of licensing conditions or an insurance contract
- informal documents such as a brochure clearly designating the property as part of a retirement or student accommodation facility

Landlords are not entitled to claim any related costs, such as for obtaining a deed from the Land Registry.

Other routes tenants may take

Tenants can contact a letting agent redress scheme or enter into civil proceedings themselves. The Council can share any of their own evidence or findings in support of these proceedings where appropriate.

In addition to the civil penalties local authorities can impose, redress schemes and the courts have powers to direct landlords to make things right. This may include an apology or financial compensation.

Rent Repayment Orders

A rent repayment order (RRO) allows tenants and local authorities to receive up to 2 years' worth of rent from a landlord who has committed certain housing related offences.

The purpose of RROs is to deter landlords from committing offences and empower tenants and local authorities to take action when a landlord breaks certain laws.

The Renters Rights Act 2025 has extended the powers provided in the Housing Act 2004 and the Housing and Planning Act 2016. Rent Repayment Orders (RROs) now apply to all the following offences:

- Section 72(1) of the Housing Act 2004 - unlicensed HMOs.
- Section 95(1) of the Housing Act 2004 - unlicensed houses.
- Section 30(1) of the Housing Act 2004 - Failure to comply with an Improvement Notice.
- Section 32(1) of the Housing Act 2004 - Failure to comply with a Prohibition Order.
- Sections 1(2), (3) or (3A) of the Protection from Eviction Act 1977 - Illegal eviction and harassment of occupiers.
- Section 6(1) of the Criminal Law Act 1977 - Violence for securing entry.
- Section 21 of the Housing and Planning Act 2016 - Breach of a Banning Order.
- Section 16J (1) of the Housing Act 1988 - Knowingly or recklessly misusing a possession ground.
- Section 16J(2) of the Housing Act 1988 - Letting or marketing of a property within twelve months of using the 'moving in' or 'selling' ground of eviction.
- Section 16J(3) of the Housing Act 1988 - Continuous breach of certain tenancy reform requirements.

Further details can be found here: Rent repayment orders: guidance for local authorities - GOV.UK

Appendix 3 - The Housing Act 2004

The Housing Act 2004 provides in Part 1 the statutory minimum standard for all homes in England and Wales. This is determined by the Housing Health and Safety Rating System (HHSRS) Housing health and safety rating system (HHSRS) enforcement guidance: housing conditions - GOV.UK

HHSRS is a calculation of the effect of 29 possible hazards to the health of occupiers. The legislation provides a range of actions for addressing identified hazards.

The Council will consider the results of the HHSRS assessment when deciding on the most appropriate approach to enforcement. Discretion is exercised as appropriate and each case considered on its own basis.

How the Council will enforce this legislation

The Council has a statutory duty to act in cases of Category 1 hazards. The options available to the Council to enforce Category 1 hazards are set out below.

Where a property contains a number of more modestly rated Category 2 hazards which appear to create a more serious situation when looked at together, the situation may be deemed unsatisfactory and in need of action. This is because the occupants encounter one hazard after another as they move around.

The Council will also normally seek to deal with any significant Category 2 hazards (D, E and F) identified at an address, whether or not Category 1 hazards are also present.

In situations where a landlord fails to comply with a formal notice requiring remedial works, the Council may undertake these works in default of the owner and take steps to recover any costs incurred. This power may be exercised in addition to any formal proceedings taken for non-compliance with this notice.

Where there is a Category 1 HHSRS hazard present that is considered to represent an imminent risk of serious harm to the health and safety of the occupiers of a dwelling, the Council may serve an Emergency Prohibition Order or take Emergency remedial action. Such emergency actions would involve either the removal of certain defects giving rise to the immediate risk or the closure of all or part of a dwelling.

The Council will normally charge where legislation permits the recovery of costs for serving statutory notices.

Hazard Awareness Notices

When only minor or moderate Category 2 hazards are identified under HHSRS, an informal approach to enforcement is likely to be adopted.

Improvement Notices

Where the Council determines that an Improvement Notice should be served in respect of a HHSRS determined Category 1 Hazard, it will:

- Require works that will either remove the hazard entirely or reduce its effect so that it ceases to be a Category 1 hazard.

Where the Council determines that an Improvement Notice should be served in respect of a Category 2 Hazard, it will:

- Require works it considers sufficient either to remove the hazard or reduce it to an appropriate degree.

Prohibition Orders

Prohibition orders can be used in respect of both Category 1 and Category 2 hazards

Emergency Remedial Action & Emergency Prohibition Orders

May be used specifically where the Council is satisfied that:

1. A Category 1 hazard exists
2. The hazard poses an imminent risk of serious harm to health or safety
3. Immediate action is necessary.

Demolition Orders

Demolition orders provide the Council with the power to make an order to demolish a building. They are as a possible response to a Category 1 hazard (where they are judged the appropriate course of action). In determining whether to issue a Demolition Order, the Council will take account of Government guidance that is applicable at the time and will consider all the circumstances of the case.

Clearance Areas

Clearance Areas can be declared if the Council is satisfied that each of the premises in the area is affected by one or more Category 1 hazards (or that they are dangerous or harmful to the health and safety of inhabitants as a result of a bad arrangement or narrowness of streets). In determining whether to declare a Clearance Area, the Council will act only in accordance with Section 289 of the Housing Act 1985 (as amended) and having had regard to relevant Government guidance on Clearance Areas and all the circumstances of the case

Houses in Multiple Occupation (HMOs)

Part 2 of the Housing Act 2004 introduced a mandatory licensing system for certain types of Houses in Multiple Occupation (HMO) with the aim to ensure that every licensable HMO is safe for the occupants and visitors and is properly managed.

Since 2018 owners of HMOs with five or more occupants must apply to the Council to have their properties licensed. The responsibility for applying for a licence rests with the person having control of or the person managing the property.
The Housing Act 2004 also provides the Council with the power to apply Additional Licensing of HMOs based on specific conditions being met. In May 2025 the Council renewed an Additional Licensing Scheme that requires all HMOs in the City to be licensed. Further details relating to this scheme can be found here .

HMO Licensing offences

The Housing Act 2004 sets out a number of licensing related offences all of which are criminal offences and will be investigated by the Council. These include:

- Section 72(1) – Operating an unlicensed HMO
- Section 72 (2) – Knowingly permitting the HMO to be occupied by more persons than the licence allows
- Section 72(3) – Failing to comply with a licence condition; and
- Section 238 – Providing false or misleading information to the local housing authority (including in connection with HMO licensing)

Temporary Exemption Notices

Where a landlord is or shortly will be taking steps to make an HMO non-licensable, the Council may serve a Temporary Exemption Notice (TEN). A TEN can only be granted for a maximum period of three months. In exceptional circumstances, a second TEN can be served for a further three-month period. A TEN will be considered where the owner of the HMO states in writing that steps are being taken to make the HMO non-licensable within 3 months.

Interim and final management orders

An Interim Management Order (IMO) transfers the management of a residential property to the Council for a period of up to twelve months. The circumstances in which an order can be made are set out below. In particular, the IMO allows the Council possession of the property against the immediate landlord, and subject to existing rights to occupy can;

- Do anything in relation to the property, which could have been done by the landlord, including repairs, collecting rents etc.
- Spend monies received through rents and other charges for carrying out its responsibility of management, including the administration of the property
- To create new tenancies (with the consent of the landlord).

Under an IMO the Council must pay to the relevant landlord (that is the person(s) who immediately before the order was made was entitled to the rent for the property) any surplus of income over expenditure (and any interest on such sum) accrued during the period in which the IMO is in force. It must also keep full accounts of income and expenditure in respect of the house and make such accounts available to the relevant person.

The Council **must** take enforcement action in respect of a licensable property (which means an HMO subject to Part 2, or other residential property subject to Part 3) by making an IMO if:

- the property ought to be licensed, but is not, and the Council considers there is no reasonable prospect of it granting a licence in the near future; and/or
- the Health and Safety Condition isn't met and, therefore, it would not have granted an application for a licence.

An IMO may not, however, be made on these grounds if an effective application is outstanding with the authority for the grant of a licence or a Temporary Exemption Notice or if such a notice is in force.

Final management orders

In exceptional circumstances, the Council can also apply to the First-Tier Tribunal for a Final Management Order (FMO) which can last for up to five years. Such powers will

only be used in exceptional circumstances and will be authorised through the appropriate method.

Management order management schemes

The Council must adopt a management scheme for a property subject to an FMO. The scheme must set out how the Council intends to manage the house.

In particular, the management scheme must include:

- The amount of rent it will seek to obtain whilst the order is in force;
- Details of any works which the Council intends to undertake in relation to the property;
- The estimate of the costs of carrying out those works;
- Provision as to the payment of any surpluses of income over expenditure to the relevant landlord, from time to time; and
- In general terms how the authority intends to address the matters that caused the Council to make the order.

The Council must also keep full accounts of income and expenditure in respect of the house and make such accounts available to the relevant landlord.

Management of HMOs

Landlords and managers of Houses in Multiple Occupation (HMOs) are legally required to properly manage their properties to ensure the safety, welfare, and good management of the tenants. Key legislation includes the Housing Act 2004 and two sets of regulations made under it:

- The Management of Houses in Multiple Occupation (England) Regulations 2006.
- The Licensing and Management of Houses in Multiple Occupation (Additional Provisions) (England) Regulations 2007 – applying to certain Section 257 HMOs (buildings converted into self-contained flats that don't meet 1991 Building Regs standards).

These regulations set out a series of duties that HMO landlords/managers must fulfil. In essence, the manager is responsible for fire safety, general property maintenance, provision of utilities, hygiene and waste disposal, and information for tenants. The Council enforces these rules through licensing, inspections, and formal enforcement.

HMO Management Regulations

The below summarises each main duty placed on HMO landlords or managers by the 2006 Regulations (and similarly by the 2007 Regulations for converted buildings).

Regulation 3 – Information to Occupiers

Display the manager's name, address, and telephone number prominently in the HMO, so every household knows who to contact.

Regulation 4 – Safety Measures

Take all required measures to protect tenants from fire and other injuries. This means keeping fire escape routes clear and in good repair, maintaining fire alarms and firefighting equipment in working order and posting clear fire escape signs (in properties with more than 4 occupants). The manager must also address other hazards – e.g. secure any unsafe features (repair or block access to an unsafe balcony and install window bars or guards if a low window poses a danger).

Regulation 5 – Water Supply & Drainage

Ensure the HMO has a constant water supply and effective drainage. Water tanks and cisterns must be kept *clean*, covered, and in good condition (e.g. protect pipes from freezing). The water supply (and drainage) to tenants must not be unreasonably interrupted by the manager except for necessary repairs.

Regulation 6 – Gas & Electrical Safety

Ensure gas and electrical utilities are safe. The manager must obtain an annual Gas Safety certificate for all gas appliances and, if the council asks in writing, supply the latest Gas Safety certificate within 7 days. The manager must not unreasonably interrupt the gas or electricity supply to any occupier (for example, not cutting off power as a threat or for minor nuisances). Note: Electrical installations should be maintained safely (and under separate regulations, landlords must have 5-yearly electrical safety checks, though that is outside the 2006/2007 regs).

Regulation 7 – Maintain Common Areas

Keep all common parts of the HMO (e.g. entrance halls, corridors, staircases, kitchens, bathrooms shared by tenants) in good repair, safe, and clean condition. Floors, stairs, handrails, windows, lighting, and shared facilities must be kept in safe working order. For example, stairs should have secure handrails and fixed, safe coverings; hallways should have adequate lighting at all times for occupants. Shared yards, gardens and boundaries also must be maintained – any outbuildings, yards, or forecourts used by tenants should be kept in tidy, sound condition, gardens safe, and fences or railings in good repair (so they don't pose a danger). Even any part of the HMO that is not currently in use must be kept reasonably clean and free of rubbish.

Regulation 8 – Maintain Living Accommodation (Individual Rooms)

Ensure each letting/unit is clean and suitable at the start of a tenancy. During occupation, the manager must keep the internal structure, fittings and appliances of each rented unit in good repair and working order (for instance, fix leaking pipes or broken windows in a tenant's room). Windows and ventilation must also be kept in good repair.

Exception: The manager isn't required to repair damage caused by tenants not living "in a tenant-like manner" (i.e. misuse or deliberate damage), but they must address normal wear-and-tear issues.

Regulation 9 – Waste Disposal
Provide adequate bins or refuse receptacles for the number of households in the HMO and ensure there are proper arrangements for rubbish collection and disposal. In practice, this means the manager must set up waste collection (usually via the council's refuse service) and make sure tenants know how to dispose of waste correctly. Rubbish must not be allowed to build up and litter the property.

(The 2007 regulations for Section 257 HMOs mirror the above duties, with similar requirements for managers of converted buildings.)

Penalties for Non-Compliance
Failing to carry out these HMO management duties is a criminal offence. Unlike some housing offences, breaches of the HMO management regulations are strict liability – the Council does not have to serve an improvement notice first; if a duty isn't complied with, the offence is committed. Each separate regulation breached counts as a separate offence.

Legal consequences
If convicted in court, landlords or managers can face unlimited fines for each offence (magistrates' courts were given power in 2015 to issue fines without an upper cap).

Alternatively, the Council can impose a financial penalty instead of prosecution. Since 2017, councils in England can issue a civil penalty up to £30,000 per offence for HMO management breaches. These hefty fines are intended to deter poor management.

Breaching management duties can also affect the manager's HMO licence (if one is required for the property). Councils may revoke a licence or refuse to renew it if the licence holder breaches these regulations.

In severe cases of sustained non-compliance, the Council will use enforcement tools like Improvement Notices (to require specific repairs or safety measures) or even take over management of the property through Interim and Final Management Orders in extreme circumstances (if health and safety is at serious risk). These steps aim to protect tenants when a landlord utterly fails to meet obligations.

Fire Safety in HMOs
Statistically, HMOs have one of the highest incidents of deaths caused by fire in any type of housing. It is therefore essential that any HMO possesses an adequate means of escape in event of a fire and adequate fire precautions. The actual level of fire protection and detection required will be determined by a fire risk assessment. The Safer Housing and Communities Service is generally the lead enforcing authority for fire safety in HMOs, however where an HMO contains communal areas, it will

consult with West Midlands Fire and Rescue service to determine if a more detailed Fire Risk Assessment is required.

Selective Licensing

The Housing Act 2004 provides the Council with a power to introduce Selective Licensing based on specific conditions being met. Should an area within Coventry ever become subject to Selective Licensing, a specific enforcement policy will be developed to accompany any designation.

Appendix 4 - Housing and Planning Act 2016

This Act provides Coventry City Council with additional powers and amends existing powers within the Housing Act 2004. The Council will implement these where appropriate in accordance with statutory guidance provided by Government and its policies and procedures.

Database of Rogue Landlords

The database is designed to be a tool which will help the Council to keep track of rogue landlords and focus its enforcement action on individuals and organisations who knowingly flout their legal obligations.

The duties and powers available to the Council with regard to the database of rogue landlords and property agents ("the database") are set out under the provisions in Chapter 3 of Part 2 of the Housing and Planning Act 2016 ("the Act"). The information that must be included in an entry on the database is described in the Housing and Planning Act 2016 (Database of Rogue Landlords and Property Agents) Regulations 2018

The Council must have regard to the criteria in the statutory guidance in deciding whether to make an entry in the database under section 301 of the Act, and the period to specify in a decision notice under section 312 of the Act.

The Council will add an entry onto the rogue landlord database in respect of a person who receives a banning order. This is a statutory requirement.

The Council will have regard to the guidance set out above when deciding whether or not to exercise its discretionary power to make an entry onto the rogue landlord database in respect of a person who receives two or more financial penalties in the same year or is convicted of a Banning Order offence.

The statutory guidance sets out the criteria to which the Council must have regard in deciding whether to make an entry under section 30 of the Act.

In deciding the period of time for which the entry will be maintained i.e. remain on the rogue landlord database, the Council will have regard to the following factors:

- Severity of the offence
- Culpability and serial offending

- Deter the offender from repeating the offence
- Mitigating factors
- Aggravating Factors

Where the Council has made the decision to exercise its powers under the Act to make an entry on the database, it will use the following steps and considerations to determine the length of time that the subject should be added to the database:

- Assess the effect of a) above – the severity of the offence and b) above - the culpability and serial offending using Table 11 below.

Table 11 – Rogue Landlord Database Offences Matrix

Culpability and serial offending	Low severity of Offence	Medium severity of Offence	High severity of Offence
Very High	10yrs	10yrs	15yrs or more
High	5yrs	10yrs	10yrs
Medium	2yrs	5yrs	10yrs
Low	2yrs	2yrs	5yrs

- Apply any mitigation (reduction) presented in relation to the initial calculation and recalculate as necessary.

The Council may reduce the time if mitigating factors are prevalent.

The calculated timescale of an entry on the database cannot be less than 2 years as the minimum timescale for an entry on the database for a person convicted of a Banning Order offence is two years beginning on the day that the entry is made. The calculated timescale for the duration of a Banning Order cannot be less than 12 months.

The matrix allows for a banning of 15 years or more to be considered. In the very worst cases Coventry City Council may apply for an indefinite ban.

This Council must remove an entry it made if all the convictions on which the entry was based have been overturned on appeal or if or ordered to do so by the First Tier Tribunal.

In some circumstances, the Council has the power to remove or vary an entry on the database including reducing the period for which the entry it made must be maintained. In those circumstances, the Council will consider the same factors set out in this policy to be used, when making the decision whether or not to make an entry on the database and the same factors of how long an entry shall remain on the database.

The procedures the Council must follow are set out in the Act. There are legal rights of appeal set out to the First Tier Tribunal in relation to decisions the Council makes to use its powers in relation to the database.

Banning Orders

From 6 April 2018, a Local Authority has the power to apply to the First-Tier Tribunal for a banning order.

A Banning Order is an order that bans a landlord or property agent from:

- Letting housing in England;
- Engaging in English letting agency work;
- Engaging in English property management work; and
- Doing two or more of those things. Breach of a banning order is a criminal offence.

A Banning Order must be for a minimum period of 12 months. There is no statutory maximum period for a Banning Order.

The Council will use banning for the most serious offenders who breach their legal obligations and rent out accommodation, which is substandard and where previous sanctions, such as a prosecution has not resulted in positive improvements and it is necessary for the Council to proceed with further prosecutions/ formal action.

Part 5 of the Housing and Planning Act 2016 covers a range of measures including changes to the 'fit and proper person' test applied to landlords who let out licensable properties and allowing arrangements to be put in place to give authorities in England access to information held by approved Tenancy Deposit Schemes with a view to assisting with their private-sector enforcement work.

Table 12 below sets out the statutory offences where the Council may apply for a Banning Order.

Table 12 – Banning Order Offences

Statute	Provision	Offence
Protection of Eviction Act 1977	Section 1(2), (3) and (3A)	Unlawful eviction and harassment of occupier
Criminal Law Act 1977	Section 6(1)	Violence for securing entry
Housing Act 2004	Section 30(1)	Failing to comply with an improvement notice

Statute	Provision	Offence
Housing Act 2004	Section 32(1)	Failing to comply with a prohibition order
Housing Act 2004	Section 72(1), (2) and (3)	Offences in relation to licensing of Houses in Multiple Occupation
Housing Act 2004	Section 95(1) and (2)	Offences in relation to licensing of houses under Part 3
Housing Act 2004	Section 139(7)	Contravention of an overcrowding notice
Housing Act 2004	Section 234(3)	Failure to comply with management regulations in respect of Houses in Multiple Occupation
Housing Act 2004	Section 238(1)	False or misleading information
Regulatory Reform (Fire Safety) Act 2005	Article 32(1) and (2)	Fire safety offences
Health and Safety Act 1974	Section 33(1)(c) where a person contravenes any requirement specified in regulation 36 of the Gas Safety (Installation and Use) Regulations 1998	Gas safety offences - duties on landlords
Immigration Act 2014	Section 33A (1) and (10)	Residential tenancies – landlord offences
Immigration Act 2014	Section 33B (2) and (4)	Residential tenancies – agent offences
Fraud Act 2006	Section 1(1)	Fraud
Fraud Act 2006	Section 6(1)	Possession etc. of articles for use in frauds

Statute	Provision	Offence
	Section 7(1)	Making or supplying articles for use in frauds
	Section 9(1)	Participating in fraudulent business carried on by sole trader etc.
	Section 11(1)	Obtaining services dishonestly
	Section 12(2)	Liability of company officers for offences by company

Appendix 5 - Supported Housing (Regulatory Oversight) Act 2023

The Supported Housing (Regulatory Oversight) Act 2023 has been enacted and provides for

- Local Authorities in England to review supported housing in their areas and develop strategies for Supported Exempt Housing.
- Creation of the national expert advisory panel to advise on matters related to supported Housing.
- Gives the secretary of state power to introduce national support standards for any provision of supported exempt accommodation (subject to further consultation).
- Gives local Authorities power to create local licensing schemes for exempt accommodation (subject to further consultation).
- Gives the Secretary of state an option to introduce a new planning use-class for exempt accommodation.
- Changes to the Housing Act 1996 (intentional homelessness) Where a person leaves supported accommodation because the standard of the accommodation is inadequate, and the accommodation or the care, support, or supervision provided does not meet the National Supported Housing Standards, the person must not be treated as intentionally homeless.

Supported Exempt Accommodation is operating in various house types, included self-contained flats, shared HMO accommodation, single household accommodation and purpose-built accommodation.

Supported exempt accommodation is defined under Housing Benefit Regulations. To be defined as supported exempt accommodation:

- The landlord must be a voluntary organisation, a registered community interest company (CIC) or registered provider (Housing association).
- The landlord must have a legal interest in the property concerned whether this be ownership or lease.
- The tenant must need care, support or supervision.
- The 'support' to meet these needs must be provided by the landlord or on its behalf.

Supported exempt accommodation is currently visited and scrutinised by a multi-disciplinary team made up of a member of Safer Housing and communities, Supported exempt accommodation officer in the Housing Benefit Team and a Quality officer in the Housing Homelessness team. Providers and their properties are visited to ensure their properties are safe and compliant, support provider is scrutinised to ensure good quality support is provided and rent payments are reviewed to ensure value for money and providers are compliant with Housing Benefit Regulations.

Licensed Supported accommodation

Currently where a property meets the definition of an HMO the Council requires them to be licensed in accordance with its Additional HMO Licensing Scheme until such time that the Supported licensing regime is implemented. These properties are subject to licence conditions and are checked to ensure compliance regularly. Schedule 14 of the Housing Act sets out the buildings that are not HMOs for the purpose of the act. This includes properties managed or controlled by registered social landlords.

The Housing health and safety rating system (HHSRS)

All properties not subject to HMO licensing will be visited and an HHSRS assessment carried out under the Housing Act 2004 to ensure the property is safe and compliant. All HMO's will also be subject to a HHSRS assessment to ensure the property is safe and compliant. When a category 1 hazard is found the council have a duty to take action to remove the hazard, when a category 2 hazard is found the council have discretion whether to take any further action.

Appendix 6 - Protection from Eviction Act 1977

The Protection from Eviction Act defines unlawful eviction and harassment of residential occupiers and creates a criminal offence for breach of sections 1-4 of the Act.

The legislation now falls within the scope of the Renter Right Act 2025 and places a duty on the Council to investigate cases of unlawful eviction or harassment.

The Act specifically states:

- *Any person with the intent to cause the residential occupier of any premises and any person who knows, or has reasonable cause to believe the conduct committed is likely to cause the residential occupier or members of his family:*

- *To give up the occupation of the premises or any part thereof; or*
- *To refrain from exercising any right or pursuing any remedy in respect of the premises or part thereof; or*
- *Does acts calculated to interfere with the peace or comfort of the residential occupier or members of his household; or persistently withdraws or withholds services reasonably required for the occupation of the premises as a residence, shall be guilty of an offence.*

Residential occupiers occupying a privately rented property under the provisions of a tenancy as defined by the Housing Act 1988 are entitled to:

- exclusive possession of the property,
- to enjoy the property without interference to either their peace or comfort, and
- not to be unlawfully evicted from it.

Where a person makes a complaint to the Council and that complaint falls within the definition outlined above, an officer authorised by the Council may use investigatory powers as outlined in this policy in order to investigate the matter and establish what evidence exists to prove the offence. The authorised officer may utilise a range of powers to gather evidence, including issuing formal documents requesting information, entering premises with or without a warrant (subject to legal conditions) and seize documents and or records necessary for enforcement action.

The duty placed on the Council by the Renters Rights Act 2025 is to investigate cases of unlawful eviction and harassment. Cases will only proceed where the case meets the evidential threshold for criminal cases and where the authority is satisfied that it meets the public interest test as defined in the Code for Crown Prosecutors.

The Council will also assess the reliability and credibility of witnesses in determining whether to progress a case beyond the investigation stage.

Section 2- Unlawful Eviction

Section 2 of the Act broadly covers the physical act of changing the locks to a property or preventing occupation without proper authority to do so. A residential occupier is anyone who occupies a property and is NOT an excluded occupier for the purposes of the act (see excluded occupiers' section below)

Proper authority means a bailiff from the county court or high court sheriff with either a warrant of eviction or a writ.

This section of the Act does not exclusively cover lock changes, it can also cover acts such as boarding up a property, placing objects in front of doors, adding padlocks to doors or gates, changing key codes whilst not providing these to the occupier, physically preventing occupation by standing between the tenant and the door to their property. It can be any act that prevents the occupier from physically re-entering the premises.

Section 2 of the Act also covers attempts to illegally evict. It is also important to note that this offence can be committed by any person and not just the landlord of the property.

Section 3- Harassment

Section 3 of the Act covers scenarios where any person does acts likely to interfere with the peace or comfort of the residential occupier or members of his household or persistently withdraws or withholds services reasonably required for the occupation of the premises as a residence.

Section 3A is largely the same as Section 3 of the Act but specifically relates to scenarios where the landlord has committed the harassment directly.

Examples of harassment could be:

- removing fuses from a consumer unit or withholding amenities such as electric, gas or water,
- removing windows from a property,
- sending a text message to a tenant telling them to leave,
- sending unlawful eviction notices on more than one occasion,
- interfering with internet, thermostat or similar,
- tacit bullying via the use of social media,
- discussing rent arrears with neighbours or other parties with authority.

Harassment under this section of the Act typically refers to a course of conduct which in law is two or more incidents of harassment. The two incidents can be of differing types so, for example a phone call telling a tenant to leave and a text message would be sufficient to complete the offence. It is important to note that the definition and scope of harassment covers a huge range of behaviours and therefore each case will be assessed individually to determine if the specified activity meets the definition of the Act.

It is also worth noting that the Renters Right Act 2025 makes out a separate breach for giving verbal or unlawful notice to a tenant. If a person gives unlawful or verbal notice on one occasion, this is likely to be a breach of the Renters Rights Act 2025 and attracts a financial penalty of substantially less than an offence under the Protection from Eviction Act 1977 (see schedule of breaches below).

There are occasions where a landlord may continue a campaign of harassment, in this case providing the evidential threshold is met for the offence, The Council may take further action under the provisions of the Protection from Eviction Act 1977 which attracts a higher penalty.

Where conduct falls within Section 2 of the Act there is no requirement to demonstrate a course of conduct, this can be a single isolated incident.

Excluded Occupiers

The Protection from Eviction Act 1977 applies to all residential tenancies other than those specified as “excluded occupiers” by the Act.

The Act sets out the following categories of excluded occupier:

- people sharing accommodation with a resident landlord.
- former trespassers granted temporary rights to occupy.
- people renting holiday lets.
- people occupying accommodation rent free.
- asylum seekers in UKVI accommodation.
- licensees in public sector hostels.
- people with no right to rent where the Home Office has served notice.

The Act also covers landlords, lettings agents and any person who is believed to be culpable of committing an offence contrary to the provisions of the Act.

An example of this is where a landlord or agent instructs a third party to undertake an unlawful eviction or course of conduct (harassment) by proxy. The person acting as a proxy may also be liable for the offence, however it is important to note that this does not always need to be someone acting as proxy and can be any person whatsoever.

Appendix 7 - Environmental Protection Act 1990

Statutory Nuisance Provisions

If a property is unsafe, causing or is likely to cause a nuisance to the locality, there are several legislative tools available to the Council to ensure that the condition of the property is improved.

Issues that may be a statutory nuisance include:

- noise from premises or from vehicles, equipment or machinery in the street
- smoke from premises
- smells from industry, trade or business premises (for example, sewage treatment works, factories or restaurants)
- artificial light from premises
- insect infestations from industrial, trade or business premises
- accumulation or deposits on premises (for example, piles of rotting rubbish)

For the issue to count as a statutory nuisance it must do one of the following:

- unreasonably and substantially interfere with the use or enjoyment of a home or other premises
- injure health or be likely to injure health

Abatement notices

Coventry City Council must serve an abatement notice on people responsible for statutory nuisances, or on a premises owner or occupier if this is not possible. This may require whoever's responsible to stop the activity or limit it to certain times to avoid causing a nuisance and can include specific actions to reduce the problem.

Appendix 8 - The Prevention of Damage from Pests Act 1949

The Prevention of Damage from Pests Act 1949 (PDPA) places a duty on the Council to keep its area free from rats and mice and provides the Council with the following powers.

Inspection and Monitoring

In the event of a complaint the Council must inspect land and premises to identify infestations of rats and mice, and it may also do so proactively

Serving Notices

If an infestation or conditions likely to attract pests are found, the Council can serve a notice on the owner or occupier requiring them to take specified steps to eradicate pests or remove accumulations (e.g., rubbish or structural defects that allow entry).

Works in Default

If a landlord fails to comply, the Council may carry out pest control measures itself and recover costs from the owner or occupier as a civil debt.

Powers of Entry

Authorised officers can enter land or premises at reasonable times (with 24 hours' notice if occupied) to inspect, enforce compliance, or take remedial steps. Obstruction of these powers is an offence.

Cost Recovery

Expenses incurred by the Council for pest control can be recovered from the property owner or occupier.

Application to the Private Rented Sector

These powers apply equally to private landlords. If a rented property is infested or poses a risk to public health, the Council can:

- Require the landlord to remove infestations and prevent recurrence.
- Address structural defects or accumulations that attract pests.
- Take enforcement action if notices are ignored, including works in default and cost recovery.

Appendix 9 - The Building Act 1984

The Building Act 1984 provides the legal framework for building regulations in England and Wales, ensuring safety, health, and welfare in construction and

maintenance. It applies to all buildings, including those in the Private Rented Sector (PRS), and gives local authorities enforcement powers to address dangerous or defective conditions.

Key Powers Relevant to Privately Rented Properties

The Council can exercise the following powers under the Act:

1. Drainage and Sanitation
    - Section 59: Require owners to remedy defective or blocked drainage systems
    - Section 64: Ensure provision of adequate sanitary facilities (closets) in buildings.
2. Dangerous or Dilapidated Buildings
    - Section 76: Address defective premises that pose health or safety risks.
    - Section 77: Serve notice requiring the owner to make a ruinous or dilapidated building safe.
    - Section 78: Take emergency action to make a building safe if immediate danger exists.
    - Section 79: Require renovation or demolition of ruinous or neglected buildings or sites.
3. Powers of Entry
    - Sections 95–96: Authorised officers can enter premises (with notice) to inspect and enforce compliance.
4. Execution of Works
    - Section 97: Council can carry out necessary works in default and recover costs from the owner.
5. Service of Documents
    - Sections 92–94A: Prescribe how notices and documents are served, including electronic service.

These powers allow the Council to intervene where a rented property is:

- Structurally unsafe or dilapidated.
- Lacking proper drainage or sanitary facilities.
- Posing a risk to health or safety.

Enforcement can include formal notices, emergency works, and cost recovery from landlords who fail to comply.

The Council's may also use the Building Act powers alongside other legislation (Housing Act 2004, Environmental Protection Act 1990) to maintain standards in the PRS. These powers are particularly relevant for empty or neglected properties and cases involving structural hazards.

Appendix 10 - The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022

Section 150 of the Energy Act 2013 empowers the Secretary of State to make regulations that require landlords of residential premises in England to ensure that, during any period when the premises are occupied under a tenancy, the premises are equipped with smoke and carbon monoxide alarms that meet the appropriate standard, and that checks are made by or on behalf of the landlord in accordance with the regulations to ensure that any such alarms remain in proper working order.

These regulations are known as the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 (the Regulations).

How the Council investigates breaches of this legislation
The conditions may come to the attention of the investigating officer either by way of a complaint or during an inspection of premises. Guidance on dealing with complaints is contained in the 'Investigation of Complaints and Service Requests'. Information on inspection of premises is contained in the 'Survey of Residential Dwellings'.

It should be noted the Explanatory Booklet for Local Authorities on the Smoke and Carbon Monoxide Regulations issued by the Department of Communities and Local Government states that 'reasonable grounds' for serving a remedial notice would include being informed by a tenant, letting agent or housing officer that the required alarms are not installed. The regulations do not require the Council to enter the property or prove non-compliance to issue a remedial notice. This is intelligence-led enforcement.

Under these regulations, the 'relevant landlord' of a 'specified tenancy' (including a licence, lease, sub-lease and sub-tenancy), which grants one or more persons to right to occupy, must ensure from 1st October 2015 that:

- A smoke alarm is provided on each storey of the premises on which there is a room used wholly or partly as living accommodation (including bathroom or lavatory)
- A carbon monoxide alarm is provided in any room of the premises which is used wholly or partly as living accommodation and contains a solid fuel burning combustion appliance, and

- Checks are made to ensure that these alarms are in proper working order on the day any new tenancy begins after 1 October 2015.

The regulations do not apply, for example, where a resident landlord shares an amenity with their tenant, nor do they apply to student halls of residence, registered social landlords, hostels, refuges or care homes.
For Houses of multiple occupation any breach of this legislation will be dealt with through the licensing scheme.

As part of a property inspection, the officer should discuss the issues with the occupant as they may be able to add information that isn't readily identifiable from the visual inspection, i.e. details of any ill-health effects that they may have been suffering that may be linked to carbon monoxide poisoning.

Specifically relating to the 2015 Regulations, the surveying officer should check:

- A smoke alarm is installed to each storey of the premises as required by the regulations
- A carbon monoxide alarm is installed in any room used as living accommodation and where there is a solid fuel burning combustion appliance
- Documents are present relating to the maintenance of the alarms to ensure they were in proper working order at the start of the tenancy, after which the tenant is responsible for their own safety by regularly testing all alarms

If the Council has reasonable grounds to believe a landlord is in breach of the requirements in Regulation 4, it must serve a remedial notice on the relevant landlord.

Where the Council has 'reasonable grounds' to believe that one or more of the points have not been met, it must serve a remedial notice on the landlord. 'Reasonable grounds' includes being informed by a tenant, letting agent or housing officer that the required alarms are not installed.

The regulations do not require the Council to enter the property or prove non-compliance to issue a remedial notice. A remedial notice must Council decided it has reasonable grounds to believe there is a breach).

The remedial notice must specify:

- The premises to which the notice relates
- The duty/duties with which the Council considers the landlord is failing or has failed to comply
- The remedial action the Council considers should be taken
- That action is taken within 28 days of the day the notice is served
- That the landlord is entitled to make written representation against the notice within 28 days of the day of service of the notice

- The person to whom and the address at which any representation may be sent
- An explanation as to:
    - The duty of the landlord to comply with a remedial notice
    - The duty of the Council to arrange remedial action
    - Penalties for a breach, including the maximum penalty charge which the Council may impose.

The notice must be in writing and may be amended, suspended or revoked in writing at any time and is deemed to be served on a landlord on:

- The day that it is given to the landlord in person
- The second business day after the notice was sent by first-class post to the landlord's last known address
- The day it is delivered by hand to the landlord's last known address

The day the notice is sent by email to the landlord where the landlord has provided the Council with an email address at which they are content to accept service.

Where a remedial notice is served, the landlord must take the action specified in the notice within the time specified. A landlord is not to be taken to breach the duty if they can prove they have taken all reasonable steps to comply with the duty.

If a landlord can show they have taken all reasonable steps, they will not be in breach of the duty to comply with the remedial notice. If a landlord does not prove they have taken all reasonable steps, it is then up to the Council to decide if they are in breach, by judging this on the balance of probabilities. Whether any evidence provided confirms compliance is for the Council to determine.

If a tenant informs the Council that no remedial action has been taken, it is reasonable for the Council to be satisfied, on the balance of probabilities, that the landlord is in breach.

Where the Council is satisfied, on the balance of probabilities, that a landlord on whom it has served a remedial notice is in breach of the duty, it must, if the necessary consent is given by the occupier, arrange for an authorised person to take the remedial action specified in the remedial notice within 28 days from when the breach has been identified. The authorised person must give not less than 48 hours' notice of the remedial action to the occupier of the premises. The authorised person must produce evidence of identity and authority, if required to do so, by the landlord or occupier.

Enforcement of the Regulations

The Council can impose a civil penalty of up to £5,000 on landlords who do not comply with the remedial notice.

There is no other provision made in the regulations for the Council to redeem costs for any remedial works carried out. Collection of the civil penalty fine is the only method.

The Council must serve a penalty charge notice within six weeks of the day of the breach of the remedial notice. The penalty charge notice must state:

- The reasons for imposing the penalty charge
- The premises to which the penalty charge relates
- The number and type of prescribed alarms (if any) which an authorised person has installed at the premises
- The amount of the penalty charge
- That the landlord is required, within a period specified in the notice:
    - To pay the penalty charge
    - To give written notice to the Council requesting a review of the penalty charge notice
    - How payment of the penalty charge must be made
    - Contact details of the person to whom the request for a review and representations should be sent, (including any email address).

The period for payment of the penalty charge must be not less than 28 days. There is provision to reduce the penalty charge for payment within 21 days in line with the Coventry City Council available here (link to how we issue a financial penalty)

The Council must:

- Consider any representations made by the landlord
- Decide whether to confirm, vary or withdraw the penalty charge notice, and
- Serve notice of its decision to the landlord.

The Council may recover the penalty charge on the order of a court as if payable under a court order. As noted above, when the Council issues a penalty notice which carries a right of appeal, they must tell the landlord about that right of appeal.

Determining the amount of the penalty charge (Statement of Principles)

The Council's policy is that the starting point for a penalty charge for a first breach of the Regulations will be **£3,000**. The lower limit which all penalties will be levied to is £2,500. Therefore, where landlords are able to show certain mitigation, the Council is allowing a reduction to this lower limit rather than applying the starting point as a fixed amount.

The Council will decide what such circumstances might be, taking into account any representations the letting agent and/or property manager makes during the 28 day period following the Council's notice of intention to issue a fine.

Aggravating factors include, but are not limited to:

- The number of alarms not working or missing (the Regulations state there should be one per storey)
- Other fire safety concerns/defects in the property which increase the risk posed to the occupants
- The length of time the offence is believed to have been on-going
- The frequency of complaints by the occupiers to the landlord about the non-working or missing alarms
- The costs of any remedial work the Council have carried out in response to the breach
- Whether the property is let as an HMO (which increases the overall risk)
- The number of occupants living in the property
- Presence of vulnerable occupiers such as elderly, children or disabled people
- Any history of previous enforcement or non-compliance of the landlord
- Attempts to obstruct the investigation

Mitigating factors include, but are not limited to:

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

Determining the amount of the penalty charge for a subsequent breach

The starting point for penalties for subsequent breaches will not be set, and the Council may decide to issue the maximum penalty of £5,000.

Withdrawing or reviewing a penalty notice after representations

The Council may decide to review its decision to serve a penalty notice, for example when new information comes to light and a landlord also has the right to ask the Council to review its decision to serve a penalty notice. This request must be made in writing.

The penalty notice must tell the landlord how long they have to make this request, and who it must be sent to.

When the Council receives the request, it must consider everything the landlord has said in the request and decide whether or not to withdraw the penalty notice.

The Council must withdraw the penalty notice if:

- It is satisfied that the landlord has not committed the breach set out in the penalty notice;
- although it still believes the landlord committed the breach, it is satisfied that the landlord took all reasonable steps, and exercised all due diligence to avoid committing the breach; or
- it decides that because of the circumstances of the landlord's case, it was not appropriate for the penalty notice to be served.

If the Council does not decide to withdraw the penalty notice, it might decide to waive or reduce the penalty, allow the landlord additional time to pay and must explain the appeals process and how financial penalties can be recovered.

In the event of two or more persons receiving separate Notices of Intent for the same matter, it should be noted that acceptance/payment of a civil penalty by one person will not negate the Council's intention to impose a civil penalty on the second or further persons. Each person served with the Notice of Intent is considered individually liable to pay the civil penalty notified to them. It is therefore important that any recipient of a Notice of Intent takes the opportunity to make representations should they consider for any reason a civil penalty should not be individually imposed upon them.

This approach is taken to ensure consistency in the way the Council enforces the legislation.

In any event, the Council must inform the landlord of its decision in writing, and, should do so at the earliest opportunity.

Where a landlord asks the Council to review a decision to serve a penalty notice and, on review, it decides to uphold the penalty notice, the landlord may then appeal to the First-Tier Tribunal against that decision.

Appendix 11 - The Energy Performance of Buildings (England and Wales) Regulations 2012

The Energy Performance of Buildings (England and Wales) Regulations 2012 requires sellers and prospective landlords to make available, free of charge, a valid Energy Performance Certificate (EPC) to any prospective tenant at the earliest opportunity, and no later than when the seller or prospective landlord makes available information in writing to the prospective buyer or tenant where requested, or where the prospective buyer or tenant views the building (whichever is earlier).

In addition, the Regulations require that the seller or prospective landlord ensures that a valid EPC has been given free of charge to the ultimate buyer or tenant.

The Regulations also require that the seller or prospective landlord must secure that an EPC is commissioned for a building, where that building is to be sold or rented out and no valid EPC is available for that building.

Where a building or building unit offered for sale or rent has a valid EPC, the asset rating of the building expressed in the EPC must be stated in any advertisement of the sale or rental in commercial media.

Under Regulation 35, the Council has the power to require the production of documents, including the EPC, within 6 months after the last day on which the person concerned was subject to a duty in relation to the building. Documents must be provided within seven days.

A penalty charge may be issued for failure to comply with requirements under the Regulations. When considering taking enforcement action, the Council will apply the following:

a) Where the building is a dwelling, the penalty charge specified in the notice shall be £200 in relation to a relevant breach of a duty.
b) Where the building is not a dwelling, the penalty charge specified in the notice shall, in most cases, be 12.5% of the rateable value of the property, with a minimum penalty of £500 and a maximum penalty of £5,000.

The other penalty amounts under the Regulations are as follows;

- in relation to a breach of a duty under regulation 14(3)(a), £1,000
- in relation to a breach of a duty under regulation 10(2) or 14(3)(b), £500;
- in relation to a breach of a duty under regulation 18(1), 20(1), 20(2) or 21, £300; and
- in relation to a breach of a duty under regulation 11(2) or 35(5), £200.

If a penalty charge notice is issued, the recipient of the notice may request a review of the Council's decision to issue the notice. If the recipient of the notice is not satisfied with the outcome of the review, they may within 28 days (beginning with the day after that on which the notice under regulation 39(1)(c) is given), appeal to the county court (Regulation 40).

Every person with an interest in, or in occupation of, the building must co-operate in relation to enabling the responsible person to comply with the Regulations.

A person who obstructs an officer of an enforcement authority acting in pursuance of regulation 35, or a person who purports to act as such an officer, is guilty of an offence.

A person guilty of an offence is liable on summary conviction to a fine not exceeding level 5 on the standard scale.

Appendix 12 - The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015

The Minimum Energy Efficiency Standards (MEES) came into force in April 2018 and have been amended twice since that time. This policy document reflects the most recent up to date amendments made on the 15 March 2019.

The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015, as amended are referred to in this document as "the Regulations". The Regulations are designed to tackle the least energy-efficient properties in England and Wales – those rated F or G on their Energy Performance Certificate (EPC). The Regulations establish a minimum standard of EPC band E for both domestic and non-domestic private rented property, affecting new tenancies and renewals since 1 April 2018.

The Regulations introduced a new self-funding element for domestic landlords, which takes effect if landlords are unable to access third-party funding to improve any EPC F or G properties, they let to EPC E. The Regulations set out the minimum level of energy efficiency for private rented property in England and Wales. In relation to the domestic private rented sector (PRS) the minimum level is EPC E.

Landlords who are installing relevant energy efficiency improvements may, of course, aim above and beyond this current requirement if they wish. The minimum standard will apply to any domestic private rented property which is legally required to have an EPC, and which is let on certain tenancy types. Where these two conditions are met the landlord must ensure that the standard is met (or exceeded).

Landlords of domestic property for which an EPC is not a legal requirement are not bound by the prohibition on letting sub-standard property.

The minimum level of energy efficiency means that, subject to certain requirements and exemptions:

- since 1 April 2018, landlords of relevant domestic private rented properties must not grant a tenancy to new or existing tenants if their property has an EPC rating of F or G (as shown on a valid EPC for the property); and
- from 1 April 2020, landlords must not continue letting a relevant domestic property which is already let if that property has an EPC rating F or G (as shown on a valid EPC for the property).

Where a property is sub-standard, landlords must normally make energy efficiency improvements which raise the EPC rate to minimum E before they let the property.

In certain circumstances, landlords may be able to claim an exemption from this prohibition on letting sub-standard property Where a valid exemption applies, landlords must register the exemption on the PRS Exemptions Register.

The Regulations cross-refer to other Regulations, including the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007, the Building Regulations 2010 and the Energy Performance of Buildings (England and Wales) Regulations 2012.

How the Council enforces the Regulations

It should never be more cost effective to offend or breach the regulations and therefore penalty levels will be set at such a level as to deter reoffending. The level of fine will be determined via application of the enforcement matrix.

The Council is responsible for enforcing compliance with the domestic minimum level of energy efficiency. It may check whether a property meets the minimum level of energy efficiency and may issue a compliance notice requesting information where it appears to them that a property has been let in breach of the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 or an invalid exemption has been registered in respect of it.

Where the Council is satisfied that a property has been let in breach of the Regulations it may serve a notice on the landlord imposing financial penalties.

The authority may also publish details of the breach on the PRS Exemptions Register.

The landlord may ask the Council to review the penalty notice and, if the penalty is upheld on review, the landlord may then appeal the penalty notice to the First-tier Tribunal.

The Council may also serve a penalty notice for the lodging of false information on the PRS Exemptions Register.

The Council may check for different forms of non-compliance with the Regulations including:

- since 1 April 2018 whether the property is sub-standard and let in breach of regulation 23 (which may include continuing to let the property after 1 April 2020); and
- where the landlord has registered any false or misleading information on the PRS Exemptions Register or has failed to comply with a compliance notice.

Compliance notices

Since 1 April 2018, where the Council believes that a landlord may be in breach of the prohibition on letting a sub-standard property, or a landlord has been in breach of the prohibition at any time in the past 12 months, the Council may serve a compliance notice that requests information from that landlord which will help them to decide whether that landlord has in fact breached the prohibition.

The fact that the Council may serve a compliance notice on a landlord up to 12 months after the suspected breach means that a person may be served with a compliance notice after they have ceased to be the landlord of the property.

It is good practice, therefore, for landlords to retain any records and documents relating to a let property that may be used to demonstrate compliance with the Regulations.

Any notice that is served under the Regulations must be in writing and may be sent in hard copy or electronically. Where a notice is served on a corporate body it may be given to the secretary or clerk of that body if a suitably named individual cannot be identified. Where a notice is served on a partnership, it may be addressed to any partner, or to a person who has control or management of the partnership business.

A compliance notice served by the Council may request either the original or copies of the following information:

- the EPC that was valid for the time when the property was let;
- any other EPC for the property in the landlord's possession;
- the current tenancy agreement used for letting the property;
- any Green Deal Advice Report in relation to the property; and
- any other relevant document that the Council requires in order to carry out its compliance and enforcement functions.

The compliance notice may also require the landlord to register copies of the requested information on the PRS Exemptions Register.

The compliance notice will specify:

- the name and address of the person that a landlord must send the requested information to; and
- the date by which the requested information must be supplied (the notice must give the landlord at least one calendar month to comply).

The landlord must comply with the compliance notice by sending the requested information to the Council and allow copies of any original documents to be taken.

Failure to provide documents or information requested by a compliance notice, or failure to register information on the PRS Exemptions Register as required by a compliance notice, may result in a penalty notice being served.

The Council may withdraw or amend the compliance notice at any time in writing, for example where new information comes to light.

The Council may also use the documents provided by the landlord or any other information it holds.

Publication penalty

The regulations also include a publication penalty; this means that the Council will publish some details of the landlord's breach on a publicly accessible part of the PRS Exemptions Register.

The Council can decide how long to leave the information on the Register, but it will be available for view by the public for at least 12 months.

The information that the Council may publish is:

- the landlord's name (except where the landlord is an individual);
- details of the breach; and
- the address of the property in relation to which the breach occurred; and the amount of any financial penalty imposed.

The Council may decide how much of this information to publish. However, the authority may not place this information on the PRS Exemptions Register while the penalty notice could be, or is being reviewed by the Council, or while their decision to uphold the penalty notice could be, or is being, appealed.

Decision to issue a financial penalty

Where the Council decides to impose a financial penalty, they have the discretion to decide on the amount of the penalty, up to maximum limits set by the Regulations as shown in Table 13.

Table 13 - Maximum limits for MEEs

Infringement	Penalty (less than three months in breach)	Penalty (three months or more in breach)
Renting out a non-compliant property	Up to £2000 and/or publication penalty	Up to £4000 and/or publication penalty

Providing false or misleading information on the PRS exemptions register	Up to £1000 and/or publication penalty	Up to £1000 and/or publication penalty
Failing to comply with a compliance notice	Up to £2000 and/or publication penalty	Up to £2000 and/or publication penalty

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

It is important to note that this maximum amount of £5,000 applies per property, and per breach of the Regulation. Given this, it means that, if after having been previously fined up to £5,000 for having failed to satisfy the requirements of the Regulations, a landlord proceeds to unlawfully let a sub-standard property on a new tenancy; the Council may again levy financial penalties up to £5,000 in relation to that new tenancy.

From 1 April 2018 onwards, the Council may serve a penalty notice (relating to a financial penalty, a publication penalty or both) on the landlord where they are satisfied that the landlord is, or has been in the last 18 months:

- in breach of the prohibition on letting sub-standard property (which may include continuing to let the property after 1 April 2020).
- in breach of the requirement to comply with a compliance notice; or
- has uploaded false or misleading information to the Exemptions Register.

The fact that the Council may serve a penalty notice on a landlord up to 18 months after the suspected breach means that a person may be served with a penalty notice after they have ceased to be the landlord of a property.

The penalty notice may include a financial penalty, a publication penalty or both. The penalty notice will:

- explain which of the provisions of the Regulations the Council believes the landlord has breached.
- give details of the breach.
- tell the landlord whether they must take any action to remedy the breach and, if so, the date within which this action must be taken (the date must be at least a month after the penalty notice is issued).

- explain whether a financial penalty is imposed and if so, how much and, where applicable, how it has been calculated.
- explain whether a publication penalty has been imposed.
- where a financial penalty is imposed, tell the landlord the date by which payment must be made, the name and address of the person to whom it must be paid and the method of payment (the date must be at least a month after the penalty notice is issued).
- explain the review and appeals processes, including the name and address of the person to whom a review request must be sent, and the date by which the request must be sent, and
- explain that if the landlord does not pay any financial penalty within the specified period, the Council may bring court proceedings to recover the money from the landlord.

A further penalty notice may be issued if the action required in the penalty notice is not taken in the time specified.

As noted above, when the Council issues a penalty notice which carries a right of appeal, they must tell the landlord about that right of appeal.

Withdrawing or reviewing a penalty notice after representations

The Council may decide to review its decision to serve a penalty notice, for example when new information comes to light.

A landlord also has the right to ask the Council to review its decision to serve a penalty notice. This request must be made in writing.

The penalty notice must tell the landlord how long they have to make this request, and who it must be sent to.

When the Council receives the request, it must consider everything the landlord has said in the request and decide whether or not to withdraw the penalty notice.

The Council must withdraw the penalty notice if:

- it is satisfied that the landlord has not committed the breach set out in the penalty notice.
- although it still believes the landlord committed the breach, it is satisfied that the landlord took all reasonable steps, and exercised all due diligence to avoid committing the breach, or

- it decides that because of the circumstances of the landlord's case, it was not appropriate for the penalty notice to be served.

If the Council does not decide to withdraw the penalty notice, it might decide to waive or reduce the penalty, allow the landlord additional time to pay, or modify the publication penalty, and must explain the appeals process and how financial penalties can be recovered.

In the event of two or more persons receiving separate Notices of Intent for the same matter, it should be noted that acceptance/payment of a civil penalty by one person will not negate the Council's intention to impose a civil penalty on the second or further persons. Each person served with the Notice of Intent is considered individually liable to pay the civil penalty notified to them. It is therefore important that any recipient of a Notice of Intent takes the opportunity to make representations should they consider for any reason a civil penalty should not be individually imposed upon them. This approach is taken to ensure consistency in the way we enforce the legislation.

Whatever it decides, the Council must inform the landlord of their decision in writing and should do so at the earliest opportunity.

Appeals

Where a landlord asks the Council to review a decision to serve a penalty notice and, on review, they decide to uphold the penalty notice, the landlord may then appeal to the First-tier Tribunal against that decision if they think that:

- the penalty notice was based on an error of fact or an error of law.
- the penalty notice does not comply with a requirement imposed by the Regulations, or
- it was inappropriate to serve a penalty notice on them in the particular circumstances.

If a landlord does appeal, the penalty notice will not take effect while the appeal is ongoing. A landlord may also wish to seek legal advice as part of considering or making an appeal if they have not already done so.

Appendix 13 - The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020

The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 came into force on the 1st June 2020 and were amended by the Electrical Safety Standards in the Private Rented Sector (England) (Amendment) (Extension to the Social Rented Sector) Regulations 2025.

These regulations require all landlords to have the electrical installations in their properties inspected and tested by a qualified person at least every 5 years. They must obtain a report from the qualified person and provide a copy of this to their tenants, and to the local council if requested.

The regulations came into force for the social rented sector on the 1st November 2025 and apply to social housing tenancies granted after the 1st December 2025.

For social housing tenancies granted before the 1st December 2025, the regulations come into force on the 1st May 2026. There is transitional provision set out in the regulations for such tenancies, which requires social landlords in the first instance to:

- Ensure electrical installations are inspected and tested by a qualified person before 1 November 2026.
- Ensure electrical equipment is checked by a qualified person before 1 November 2026.

Social landlords must also have the electrical equipment that they provide under the tenancy checked by a qualified person at least every 5 years. They must provide a copy of the record to their tenants, and to the local council if requested.

Where the record indicates that electrical equipment is not safe for continued use, the landlord must, as soon as reasonably practicable and no later than 28 days after the check, ensure that remedial work is carried out or replace the equipment.

Subsequent inspections and tests of electrical installations and checks of electrical equipment must be undertaken at least every 5 years.

Excluded tenancies are:

- shared accommodation with the landlord or the landlord's family.
- long leases (including shared ownership leases) or tenancies that grant a right of occupation of 7 years or more.
- student halls of residence.
- hostels and refuges.
- care homes, hospitals and hospices.
- other accommodation relating to healthcare provisions.
- mobile homes, caravans and boats.

All landlords must:

- Ensure national standards for electrical safety are met. These are set out in the appropriate 'wiring regulations', which are published as British Standard 7671.
- Ensure all electrical installations in their rented properties are inspected and tested by a qualified and competent person at least every five years.

- Obtain a report from the person conducting the inspection and test which gives the results and sets a date for the next inspection and test.
- Supply a copy of this report to the existing tenant within 28 days of the inspection and test.
- Supply a copy of this report to a new tenant before they occupy the premises.
- Supply a copy of this report to any prospective tenant within 28 days of receiving a request for the report.
- Supply the Council with a copy of this report within seven days of receiving a written request for a copy.
- Retain a copy of the report to give to the inspector and tester who will undertake the next inspection and test.
- Where the report shows that further investigative or remedial work is necessary, complete this work within 28 days or any shorter period if specified as necessary in the report.
- Supply written confirmation of the completion of the further investigative or remedial works from the electrician to the tenant and the Council within 28 days of completion of the works.

Landlords must obtain a report giving the results of the test and setting a date for the next inspection. Landlords must comply within 7 days with a written request from Coventry City Council for a copy of the report and must also supply the Council with confirmation of any remedial or further investigative works required by a report.

Coventry City Council may wish to request reports following inspections of properties to ascertain the condition of the electrical installation and confirm the landlord is complying with the Regulations.

Inspectors will use the following classification codes to indicate where a landlord must undertake remedial work. More information can be found in the relevant edition of the Wiring Regulations.

- **Code 1 (C1): Danger present. Risk of injury. The electrical inspector may make any C1 hazards safe before leaving the premises.**
- **Code 2 (C2): Potentially dangerous.**
- **Code 3 (C3): Improvement recommended. Further remedial work is not required for the report to be deemed satisfactory.**
- **Further Investigation (FI): Further investigation required without delay.**

If the report contains a code C1, C2 or FI, then the landlord must ensure that further investigative or remedial work is carried out by a qualified person within 28 days, or less if specified in the report.

The C3 classification code does not indicate remedial work is required, only that improvement is recommended.

A remedial notice must be served where the Council is satisfied on the balance of probabilities that a landlord has not complied with one or more of their duties under the Regulations. The notice must be served within 21 days of the decision that the landlord has not complied with their duties.

If the Council has reasonable grounds to believe a landlord is in breach of one or more of the duties in the Regulations and the report indicates urgent remedial action is required, it may, with the consent of the tenant or tenants, arrange for a qualified person to take the urgent remedial action and recover their costs.

Otherwise, they must serve a remedial notice requiring the landlord to take remedial action within 28 days. Should a landlord not comply with the notice the Council may, with the tenant's consent, arrange for any remedial action to be taken themselves.

Landlords have the right to make written representation and appeal against remedial action. The Council can recover the costs of taking the action from the landlord.

Under Regulation 11 of the Regulations where the Council is satisfied, beyond a reasonable doubt, that a landlord has breached a duty under regulation 3, the authority may impose a financial penalty (or more than one penalty in the event of a continuing failure) in respect of the breach.

Regulation 3 states that a landlord who grants or intends to grant a specified tenancy must

a) ensure that the electrical safety standards are met during any period when the residential premises are occupied under a specified tenancy.
b) ensure every electrical installation in the residential premises is inspected and tested at regular intervals by a qualified person, and
c) ensure the first inspection and testing is carried out
    - before the tenancy commences in relation to a new specified tenancy; or
    - by 1 April 2021 in relation to an existing specified tenancy.

"Regular intervals" means:

- at intervals of no more than five years, or
- where the most recent report requires such inspection and testing to be at intervals of less than five years, at the intervals specified in that report.

Following the inspection and testing required a landlord must:

a) obtain a report from the person conducting that inspection and test, which gives the results of the inspection and test and the date of the next inspection and test.
b) supply a copy of that report to each existing tenant of the residential premises within 28 days of the inspection and test.

c) supply a copy of that report to the Council within seven days of receiving a request in writing for it from that authority.
d) retain a copy of that report until the next inspection and test is due and supply a copy to the person carrying out the next inspection and test, and
e) supply a copy of the most recent report to
    i. any new tenant of the specified tenancy to which the report relates before that tenant occupies those premises, and
    ii. any prospective tenant within 28 days of receiving a request in writing for it from that prospective tenant.

Where a report indicates that a landlord is or is potentially in breach of the duty and the report requires the landlord to undertake further investigative or remedial work, the landlord must ensure that further investigative or remedial work is carried out by a qualified person within:

a) 28 days, or
b) the period specified in the report if less than 28 days, starting with the date of the inspection and testing.

Where the above applies, a landlord must:

a) obtain written confirmation from a qualified person that the further investigative or remedial work has been carried out and that:
    i. the electrical safety standards are met, or
    ii. further investigative or remedial work is required.
b) supply that written confirmation, together with a copy of the report which required the further investigative or remedial work to each existing tenant of the residential premises within 28 days of completion of the further investigative or remedial work; and
c) supply that written confirmation, together with a copy of the report which required the further investigative or remedial work to the Council within 28 days of completion of the further investigative or remedial work.

Where further investigative work is carried out and the outcome of that further investigative work is that further investigative or remedial work is required, the private landlord must repeat the steps above in respect of that further investigative or remedial work.

Determining Penalty Levels

The Council may impose a financial penalty of up to £40,000 on landlords who are in breach of specified duties under the regulations. In determining the civil penalty amount, the Council will have regard to the guidance provided by Government - Civil penalties under the Renters' Rights Act 2025 and other housing legislation as described earlier.

Table 14 below sets out the interrelation between harm and culpability as an initial determinant of the Civil Penalty banding.

Table 14 - Electrical Regs Penalty Bands

Band	Severity	Band Width (£)
1	Low Culpability/Low Harm	£0 to £4,999
2	Medium Culpability/Low Harm	£5,000 to £9,999
3	Low Culpability/ Medium Harm or High Culpability/ Low Harm	£10,000 to £14,999
4	Low Culpability/High Harm or Medium Culpability/ Medium Harm	£15,000 to £19,999
5	Medium Culpability/High Harm or High Culpability/Medium Harm	£20,000 to £29,999
6	High Culpability/High Harm	£30,000 to £40,000

Process

The procedure for imposing a civil penalty is set out in Schedule 2 of The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 and summarised below.

The Council must give the person a notice of its proposal ('notice of intent') to impose a civil penalty. The notice of intent must set out:

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

The notice of intent must be served before the end of the period of 6 months beginning with the first day on which the authority is satisfied, in accordance with regulation 11, that the private landlord is in breach ("the relevant day"), subject to sub-paragraph (3).

(3) If the breach continues beyond the end of the relevant day, the notice of intent may be served

(a) at any time when the breach is continuing or

(b)within the period of 6 months beginning with the last day on which the breach occurs.

The private landlord may, within the period of 28 days beginning with the day after that on which the notice of intent was served, make written representations to the Council about the proposal to impose a financial penalty on the private landlord.

After the end of the period for representations, the Council must decide whether to impose a penalty and, if so, the amount of the penalty. If the authority decides to impose a financial penalty, it must give the person a notice ('final notice') requiring that the penalty is paid within 28 days.

The final notice must set out:

- the amount of the financial penalty.
- the reasons for imposing the penalty.
- information about how to pay the penalty.
- the period for payment of the penalty (28 days).
- information about rights of appeal, and,
- the consequences of failure to comply with the notice.

The Council may at any time:

- withdraw a notice of intent or final notice or
- reduce the amount specified in a notice of intent or final notice.

On receipt of a final notice imposing a financial penalty a landlord can appeal to the First Tier Tribunal against the decision to impose a penalty and/or the amount of the penalty. The appeal must be made within 28 days of the date the final notice was issued. The final notice is suspended until the appeal is determined or withdrawn.

If the private landlord does not pay the whole or any part of a financial penalty which, the private landlord is liable to pay the Council may recover the penalty or part on the order of the county court as if it were payable under an order of that court.

Appendix 14 - Tenant Fees Act 2019 and Section 83 The Consumer Rights Act

The Tenant Fees Act 2019 should be considered alongside other legislation that gives the Council the power to protect tenants and tackle poor practice by landlords and letting agents, which includes:

- Renters' Rights Act 2025.
- Housing Act 2004.
- Client Money Protection Schemes for Property Agents Regulations 2018 S.I. 2018/751.
- Client Money Protection Schemes for Property Agents Regulations 2019.
- Enterprise and Regulatory Reform Act 2013.
- Consumer Rights Act 2015.
- Housing and Planning Act 2016.

The act amends:

- Consumer Rights Act 2015, section 83 and 87.
- Enterprise and Regulatory Reform Act 2013 section 85.
- Redress Schemes for Letting Agency Work and Property Management work order 2014 article 7.
- Housing and Planning Act 2016 Order 2014 and changes to section 135.

In the Act, "enforcement authority" means either a local weights and measures authority in England, or a district council that is not a local weights and measures authority and it is the duty of every local weight and measure authority in England to enforce in its area:

- Section 1 (prohibitions applying to landlords),
- Section 2 (prohibitions applying to letting agents), and
- Schedule 2 (treatment of holding deposits).

Coventry City Council is a weights and measures authority for the purposes of the Act.

As of the 1st June 2020, the ban on fees will apply to all applicable tenancies and licences to occupy housing in the private rented sector, regardless of when they were entered into. Landlords are responsible for the costs associated with setting up, renewing or ending a tenancy (i.e. referencing, administration, inventory, renewal and check-out fees). Landlords will not be able to charge any fees after this date (apart from those fees which are expressly permitted under the ban).

The Renter Rights Act 2025 ends fixed term tenancies from the 1st May 2026 after which time all tenancies will become periodic. This will ensure that any charges such as renewal fees hidden within fixed term re-lets are brought to an end.

Definition of a relevant person

For the purposes of the Act and this policy a "relevant person" is a tenant or a person acting on behalf of a tenant, or who has guaranteed the payment of rent by a tenant but does not include:

a) A local housing authority within the meaning of the Housing Act 1985 (see section 1 of that Act),
b) The Greater London Authority, or
c) A person acting on behalf of an authority within paragraph (a) or the Greater London Authority.

The Act applies to periodic assured tenancies, student accommodation and licenses to occupy housing, in England only. The Act covers licences to occupy housing, to

ensure that lodgers or tenants of houses in multiple occupation ("HMOs") also cannot be charged fees. A licence to occupy housing is a personal permission for someone to occupy housing. It does not give the licensee a legal interest in or control of the housing and includes those licenses issued by resident landlords but does not include a license to occupy housing for a holiday (short term holiday lets).

In addition, the Act applies to housing associations and local authorities, where they are letting a relevant tenancy such as an assured periodic tenancy. The Act does not apply to long leases, as defined in Chapter 1 of Part 1 of the Leasehold Reform, Housing and Urban Development Act 1993. Nor does it apply to shared ownership leases as defined by section 7(7) of the Leasehold Reform, Housing and Urban Development Act 1993, where the tenant's total share (within the meaning given by that section) is 100%.

Excluded licenses

An excluded license is intended to help charities and Community Interest Companies (this is usually a registered Homeshare organisation) arrange home sharing in private properties for a social benefit. For example, the prevention of loneliness of the elderly.

A national charity, Shared Lives Plus, has a register for members who rent out Homeshares.

The licensee under Homeshares can be set up to provide the licensor with companionship. The person who had been granted the license may also offer care for the licensor and help with tasks that are not related to finances.

In some cases, the licensee does not pay rent. In those circumstances, the licensor may get payments towards council tax, utility bills, internet and phone services or a TV licence.

From 1 June 2019 landlords or agents will no longer be able to require tenants in the private rented sector in England, or any persons acting on behalf of a tenant or guaranteeing the rent, to make certain payments in connection with a tenancy.

Definition of Letting Agency Work

Means things done by a person in the course of a business in response to instructions received from:

a) A landlord who is seeking to find another person to whom to let housing, or
b) A tenant who is seeking to find housing to rent.

A person is not a letting agent for the purposes of the Act if the person engages in letting agency work in the course of that person's employment under a contact of employment.

A person who is an authorised person in relation to a reserved legal activity is not a letting agent when carrying out legal activity in response to instructions from a landlord or tenant who does not also instruct that person to do other things as listed under a) and b) above.

Definition of a Landlord

A landlord is defined as;

a) A person who proposes to be a landlord under a tenancy,
b) A person who has ceased to be a landlord under a tenancy,
c) A licensor under a licence to occupy housing,
d) A person who proposes to be a licensor under a licence to occupy housing, and,
e) A person who has ceased to be a licensor under a licence to occupy housing.

Permitted payments

The permitted payments are:

The Rent and Rent in advance (once a tenancy has been signed)

The rent should be paid at regular and specified intervals. The amount charged should usually be equally split across the tenancy and not charged before the tenancy agreement has been signed. In the first year of the tenancy, a landlord or agent must not charge the tenant more at the start of the tenancy as opposed to a later period. For example, if a landlord or agent requires a tenant to pay £800 in month one and £500 in month two onwards, the surplus of £300 in month one will be a prohibited payment.

Sections 8 and 9 of the Renters' Rights Act 2025 makes a new provision for rent in advance and applies to assured periodic tenancies in the private rented sector starting on 1 May 2026.

The rules will not apply to:

- tenancy agreements that were signed before 1 May 2026.
- payments of rent in advance that were made before 1 May 2026.

Rent in advance is when a landlord or letting agent asks a tenant to pay rent before it is due. This includes paying rent before the tenancy starts or before it is due as agreed in the tenancy agreement.

Under the Renters' Rights Act 2025, a landlord cannot ask for, encourage or accept rent before a tenancy agreement has been signed by them or their letting agent and the tenant.

If a tenant pays their rent monthly, then a landlord can ask them to pay their first month's rent at any time between signing the tenancy agreement and the tenancy starting. This is also known as the pre-tenancy period. If the tenant is paying rent more frequently than monthly, for example, weekly, the landlord can ask the tenant to pay up to the first 28 days' rent during the pre-tenancy period.

Once the pre-tenancy period has ended and the tenancy has started, rent payments will be payable on the rent due date agreed in the tenancy agreement. A landlord will not be able to require the tenant to make their rent payment before that date, regardless of what the tenancy agreement says. However, the tenant may choose to pay their rent early to help them budget. Once the tenancy has started the tenant can choose to pay any amount of rent early.

Landlords may only increase the rent once per year, with a statutory process. This removes the possibility of imposing disguised fees through unfair contractual rent "adjustments." This statutory process is defined in Section 6 of the Renters Rights Act 2025.

Taking rent in advance prior to a tenancy agreement being signed will be deemed a prohibited payment and therefore could be subject to enforcement action in line with the Council's general approach to enforcement.

A refundable tenancy deposit capped at no more than five weeks' rent.
Where the annual rental income is below £50,000 and six weeks' rent for properties with an annual rental income of £50,000 or more; This is a refundable payment that a landlord or agent may ask a tenant to pay to be held as security for the performance of any obligations of the tenant or discharge of any liability arising under or in connection with the tenancy. A landlord or agent is not legally required to take a deposit.

A landlord or agent must not ask for a deposit which is more than five weeks' rent for properties where the annual rental income is below £50,000. It is expected this will apply to the majority of tenancies. For tenancies with an annual rental income of £50,000 or higher, a landlord or agent must not ask for a deposit which is more than six weeks rent. Properties with an annual income of £100,000 are not covered by the Act as they are not capable of being assured shorthold tenancies.

For example, where there are three tenants who are jointly liable for a total weekly rent of £240, the landlord or agent cannot ask each tenant to pay a tenancy deposit of up to five times the total weekly rent (5 x 240 = £1200). The maximum this group of tenants could be asked to pay as a tenancy deposit between them would be £1200. They may then choose to split this equally so that each person would pay £400. Any deposit that a landlord or agent requests for an assured shorthold tenancy must be protected in one of the three Government backed tenancy deposit schemes within 30

days of them taking the payment. This is the tenant's money, and a landlord or agent will need to provide evidence to substantiate the reasons for any deductions from the deposit at the end of the tenancy.

A refundable holding deposit (to reserve a property) capped at no more than one week's rent.

A landlord or agent can ask a tenant to pay a holding deposit to demonstrate their commitment to rent the property whilst they undertake relevant reference checks. They cannot ask for a holding deposit which is more than one week's rent. If they do, any amount above one weeks' rent will be a prohibited payment (this cap is based on the total agreed rent for the property).

For example, if there are three tenants who are jointly liable for the agreed total weekly rent of £240, the landlord or agent cannot charge each tenant a £240 holding deposit. The maximum this group of tenants could be asked to pay as a holding deposit between them would be £240. They may then choose to split this equally so that each person would pay £80. A landlord or agent must refund the holding deposit if the tenant signs a tenancy agreement with them or if they decide to pull out of the arrangement with the tenant or fail to enter a tenancy agreement before the agreed deadline.

A landlord or agent can retain the holding deposit if the tenant fails a Right to Rent check, withdraws from the application process or if the landlord and agent take all reasonable steps to enter the tenancy but the tenant does not. N.B. The deadline for agreement is the date by which agents/landlords and tenants should enter into a tenancy agreement after payment of the holding deposit. The default deadline for agreement is 15 days following the receipt of the holding deposit, but the landlord or agent may agree in writing a longer deadline with the tenant.

A landlord or agent is also entitled to retain a holding deposit if the information provided is false or misleading information. However, they can only take this information into account where the difference between the information provided and the correct information, or the conduct of the tenant in providing it, reasonably affects the landlord's decision to grant the tenancy. This is likely to be the case only where the mistake casts doubt on the tenant's financial suitability or honesty,
for example:

- the income declaration was significantly too high because of a typo – even if the typo was an unknown error.
- a clear lie about income or employment – even if the landlord would have been satisfied with the correct information.
- failure to disclose (provided that the tenant has been directly asked) any relevant information which later comes to the landlord or agent's attention, such as a valid County Court Judgment.

A landlord or agent cannot retain a holding deposit if the false or misleading information provided, or conduct in providing it, is not relevant to the individual's suitability as a tenant, for example:

- where a tenant has misspelled their name, the name of their employer or a previous address.
- the tenant omitted to declare a previous address – and the omission had no bearing on their credit worthiness or other assessment of suitability.
- the tenant slightly misjudged their income but not in any way that affects their ability to afford the rent.

Where a landlord or agent retains the holding deposit, they must provide reasons in writing to the tenant within 7 days of the decision by the landlord not to enter into a tenancy agreement or the expiry of the deadline for agreement. If they fail to do so the landlord or agent must refund the holding deposit.

Landlords and agents are entitled to retain the full holding deposit if any of the grounds for retention are met although the accompanying guidance for landlords and agents encourages them to only retain money to cover any costs incurred.

A landlord or agent must not receive subsequent holding deposits for the same property, where the first holding deposit has not been repaid unless the earlier deposit was lawfully retained under schedule 2. This is intended to prevent landlords or agents taking multiple holding deposits from different prospective tenants for a property at the same time. If a landlord or agent fails to return the holding deposit within 7 days of the parties entering into a tenancy agreement, the date of the decision by the landlord or agent not to enter into a tenancy agreement, the parties fail to enter into agreement before the deadline for agreement, fail to provide in writing why a holding deposit has been retained or they retain a holding deposit in a situation where the landlord or agent imposes a requirement which breaches the ban or act in a manner towards the tenant or relevant person in such a way as it would be unreasonable to expect the tenant to enter the tenancy, they will be liable for a financial penalty of up to £5,000.

Payments in the event of a default of the tenant;

A landlord or agent may only charge a default fee under a term of the tenancy agreement in respect of replacing a lost key or other security device to give access to the housing or late payment of rent. Any charge for a lost key or security device giving access to the housing must not exceed the landlord or agent's reasonable costs incurred and must be evidenced in writing to the person who is liable for the payment.

A landlord or agent may in the event of late payment of rent, charge for payment that has been outstanding for 14 days or more and with interest at no more than an annual percentage rate of 3% above the Bank of England's base rate for each day that the payment is outstanding. The Act does not affect the landlord's entitlement to recover

damages for breach of the tenancy agreement by way of a deduction from the tenancy deposit or through the courts or an agent's entitlement to recover damages through the courts for breach of an agreement between them and a relevant person.

A default fee is a payment required under an express term in the tenancy agreement that provides that a tenant is required to make a payment in the event of a lost key or other security device giving access to the housing or a late rent payment. Damages on the other hand are the general remedy available for breach of contract and will encompass other contract breaches under or in connection with the tenancy, which are not expressly covered by a default provision.

Example of default fee provisions:

- The tenant is responsible for ensuring that they look after the key/s for the property throughout the tenancy. If they fail to do so, they will be responsible for covering the reasonable costs of replacement of the key/s;
- The tenant is responsible for paying their rent on time. If they fail to do so, interest will be charged in line with the Bank of England's base rate if a rent payment is more than 14 days overdue for each day the payment is outstanding.

Payments on assignment, novation or variation of a tenancy
when requested by the tenant capped at £50, or reasonable costs incurred if higher; If the tenant requests a change to their tenancy agreement, for example, a change of sharer, a landlord or agent is entitled to charge up to £50 for the administration involved in amending the tenancy agreement or the amount of their reasonable costs, if that is higher. Any charge above that amount is a prohibited payment.

The general expectation is that this charge should not exceed £50. In any case, a landlord or agent should be able to demonstrate to the tenant that any fee charged above £50 is reasonable and provide evidence of their costs. Evidence could be provided through invoices or receipts. Assignment is the process whereby a person, the assignor, transfers rights, obligations or benefits to another, the assignee, for example, where a new tenant takes the place of another in a flat share arrangement.
Novation is different from assignment; it involves the creation of a new contract and requiring consent of all parties. Variation is the act of changing or adapting a contract
It is worth noting that the £50 threshold is not a fixed fee rather a cap or upper limit to what can be charged and reasonable costs should be evidenced and may often fall below this £50 threshold. Therefore, charging a flat fee of £50 could be prohibited. The fee would need to be calculated on a case-by-case basis.

Payments associated with early termination of the tenancy;
When requested by the tenant; If a tenant requests to leave before the end of their tenancy a landlord or agent is entitled to charge an early termination fee, which must not exceed the loss they have suffered in permitting the tenant to leave early.

This would usually mean that they must not charge any more than the rent they would have received before the tenancy reaches its end. A landlord or agent should aim to agree to any reasonable request to terminate the tenancy agreement early and should charge no more than to cover any likely void period. A tenant could still be required to pay rent at specified intervals as determined by their tenancy agreement until a replacement tenant is found.

Payments in respect of utilities, communication services and council tax;
Tenants remain responsible for paying their bills, which could include council tax, utility payments (e.g. gas, electricity, water), and communication services (e.g. broadband, television license, phone). Where all or some of these payments are included within the rent, as set out under the terms of a tenancy agreement, a tenant cannot be required to pay for these services separately (but would still be required to pay any bills not included in the rent).

Chapter 3 of Part 3 of the Consumer Rights Act 2015
Chapter 3 of Part 3 of the Consumer Rights Act 2015 requires an agent in England to display information about their relevant fees and membership of redress and client money protection schemes prominently in their office and on their website.

The amendments are:

1. to apply those requirements in relation to third party websites (any portal on which a property to let is advertised, for example, Rightmove, Zoopla or Facebook).
2. to make new provision to allow a local weights and measures authority in England to impose more than one financial penalty in respect of a continuing breach of the requirement to publicise fees in England.
3. to require letting agents to give the name of their Client Money Protection scheme (not just whether they are a member of such a scheme).

In the legislation “in connection with a tenancy” is defined as requirements:

- in consideration of, or in consideration of arranging for, the grant, renewal, continuance, variation, assignment, novation or termination of a tenancy.
- on entry into a tenancy agreement containing relevant provisions.
- pursuant to a provision of a tenancy agreement, or pursuant to an agreement relating to such a tenancy with a letting agent, which requires or purports to require the person to do any of those things in the event of an act or default of the person or if the tenancy is varied, assigned, novated or terminated, and
- as a result of an act or default related to the tenancy unless pursuant to, or for breach of, a tenancy agreement or other agreement, and

- in consideration of providing a reference for a former tenant. In essence this covers any fee or charge related to a tenancy except for those expressly permitted in Schedule 1 of the Act. Any such payment will be a prohibited payment under the Act.

A landlord or agent must not require a tenant to make payments or enter a contract for the provision of a service or a contract of insurance with a third party or require a tenant to make a loan. An agent who provides a service to a tenant, and as part of that service finds a house to rent, which the tenant then rents, is not caught by the ban provided that the agent does not also work for the landlord of the house the tenant is seeking to rent. This is the case even if the agent does not act for the landlord for the specific property in question but works for the landlord more broadly.

The agent is not permitted to charge fees if they do work for the landlord. For example, a relocation agent that finds a property to rent on behalf of a tenant but does not also work for the landlord of that property (or for any other property) can charge the tenant, by whom they have been contracted, fees. The approach to implementing this policy has been to ban all fees except those expressly permitted in Schedule 1 of the Act. The only permitted payment is the rent.

Enforcement
Where the Council is satisfied beyond reasonable doubt that a landlord or property agent has breached the requirements of Sections 1 and 2 of the Act, it may impose a financial penalty in respect of the breach which,

- may be of such amount as the authority imposing it determines; but
- must not exceed £30,000.

Only one penalty may be imposed on the same property agent in respect of the same breach.

For example, where an agent has failed to prominently display their membership certificates across multiple offices (providing each office belongs to the same legal entity) this is treated a one financial penalty as it is for the same breach. However, a further penalty may be imposed on the same property agent in respect of the same breach where there is a continuing breach of duty. The further penalty can be imposed where (a) the breach continues after the end of the relevant period, or (b) having validly appealed the previous final notice the breach continues after the end of a further period of 28 days (which begins the day after the appeal is determined, withdrawn or abandoned).

Where the authority considers that the requirements of the regulations have been breached, it must give written notice of their intention to impose a penalty setting out the reasons and the amount of the penalty, a Notice of Intent. The lettings agent or

property manager has 28 days to make written representations or objections to the authority, starting from the day after the date the Notice of Intent was sent. At the end of the 28-day period, the council will decide, having taken into account any representations received, whether to impose the fine and, if so, must issue a Final Notice to the lettings agent or property manager giving at least 28 days for payment to be made.

A lettings agent or property manager can appeal against the penalty to the First-tier Tribunal. The appeal must be made within 28 days of the day on which the Final Notice was sent.

Appendix 15 - The Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2019

It is the duty of the Council to enforce the requirements of Regulations 3 and 4 in its area.

Regulation 3 – Requirement to belong to an approved client money protection scheme from 1 April 2019.

Regulation 3 requires all letting agents and property managers in England to join one of the six Government approved Client Money Protection schemes:

- Client Money Protect
- Money Shield
- Propertymark
- RICS
- Safeagent (previously NALS)
- UKALA Client Money Protection

Regulation 3 requires property agents that hold money on behalf of a client to belong to an approved or designated client money protection scheme in order to afford protection to that client against the loss, theft, misappropriation, etc. of their funds and make associated provision.

Regulation 3 - Definitions

"letting agency work" means things done by a person in the course of a business in response to instructions received from

a) a person ("a prospective landlord") seeking to find another person to whom to let housing, or
b) a person ("a prospective tenant") seeking to find housing to rent.

"letting" includes the grant of a licence, but except in Chapter 4, does not include the grant of a tenancy or licence for a term of more than 21 years.

“letting agency work” does not include any of the following things

a) publishing advertisements or disseminating information.
b) providing a means by which a prospective landlord or a prospective tenant can, in response to an advertisement or dissemination of information, make direct contact with a prospective tenant or a prospective landlord.
c) providing a means by which a prospective landlord and a prospective tenant can communicate directly with each other.

“English property management work” means things done by a person in the course of a business in response to instructions received from another person (“the client”) where:

a) the client wishes the person to arrange services, repairs, maintenance, improvements or insurance in respect of, or to deal with any other aspect of the management of, premises on the client's behalf, and
b) the premises consist of housing in England let under a tenancy.

“client money” means

a) The rent.
b) Utilities, council tax and communication services.
c) Monies paid to a property agent for repairs and maintenance work.
d) Maintenance floats.
e) Miscellaneous money.
f) Unprotected security deposits.
g) Holding deposits.

The requirement to belong to a Client Money Protection Scheme only applies to agents carrying out lettings or property management work and who are holding client money.

Agents can demonstrate that they do not hold client money by providing evidence which may take the form of, but is not limited to:

- Evidence that the tenant pays rent directly to landlord – contact between landlord and agent and/or bank statements.
- Evidence that deposits are paid directly to the landlord for the landlord to make arrangements to protect this money with an authorised Tenancy Deposit Scheme.
- Evidence that any invoices for maintenance of services or remedial work on a client property is given directly to the client to pay.

Client money protection applies to tenancies and grants of licence of less than 21 years. Therefore, activities associated with lettings of 21 years or over are outside the scope of the Requirement Regulations 2019.

Regulation 4 - Transparency requirements

Regulation 4 of the Requirement Regulations 2019 defines the transparency requirements for property agents who are required to be a member of an approved client money protection scheme.

An agent is required to display the certificate confirming their membership of an approved client money protection scheme prominently in their office(s) and on their website. Furthermore, this certificate must be displayed in a visible location in each of the agent's premises in England at which the agent deals face-to-face with persons using or proposing to use the agent's services as a property agent.

As best practice agents should also publish a copy of their membership certificates on third party websites (any portal on which a property to let is advertised, for example, Rightmove, Zoopla or Facebook) and the certificate should be published alongside listings on portals.

The first part of the transparency requirements also requires an agent to produce a copy of the certificate from their approved client money protection scheme to any person (which includes enforcement authorities) who may reasonably require it, free of charge.

This first part will only apply if the scheme administrator of an approved or designated client money protection scheme has provided a certificate as required under regulation 8(1) of the Approval Regulations 2019.

In the event a property agent has its membership from an approved client money protection scheme revoked or becomes a member of a different approved client money protection scheme the agent must notify each of its clients in writing of this change in circumstances within 14 days of the occurrence.

This obligation exists whether or not the separate obligations in the first part of the transparency requirements (which relate to certificates of membership, as above) also apply. Therefore, In the event that a property agent joins an approved scheme but does not receive their certificate of membership and then decides to join another scheme they are still required to write to their clients informing them of this change in circumstance.

An agent must not display a client money protection scheme certificate suggesting they are a member of an approved scheme if they do not hold this membership. This includes agents who were previously members, but whose membership has been revoked or lapsed.

How the Council enforces the Regulations

Breaches of the Regulations for property agents in England to become a member of an approved client money protection scheme or adhere to the transparency requirements are civil breaches with financial penalties.

Where the Council is satisfied beyond reasonable doubt that a property agent has breached the requirements of Regulation 3 (to belong to an approved client money protection scheme), it may impose a financial penalty in respect of the breach which;

- may be of such amount as the authority imposing it determines; but
- must not exceed £30,000.

Where the Council is satisfied beyond reasonable doubt that there is a breach of Regulation 4 (Transparency Requirements) it may impose a financial penalty in respect of the breach which,

- may be of such amount as the authority imposing it determines, but
- must not exceed £5,000.

Only one penalty may be imposed on the same property agent in respect of the same breach. For example, where an agent has failed to prominently display their membership certificates across multiple offices (providing each office belongs to the same legal entity) this is treated a one financial penalty as it is for the same breach. However, a further penalty may be imposed on the same property agent in respect of the same breach where there is a continuing breach of duty.

The further penalty can be imposed where:

a) the breach continues after the end of the relevant periods, or
b) having validly appealed the previous final notice the breach continues after the end of a further period of 28 days (which begins the day after the appeal is determined, withdrawn or abandoned).

Where the authority considers that the requirements of the regulations have been breached, it must give written notice of their intention to impose a penalty setting out the reasons and the amount of the penalty, a Notice of Intent. The lettings agent or property manager has 28 days to make written representations or objections to the authority, starting from the day after the date the Notice of Intent was sent.

At the end of the 28-day period, Council will decide, having taken into account any representations received, whether to impose the fine and, if so, must issue a Final Notice to the lettings agent or property manager giving at least 28 days for payment to be made.

A lettings agent or property manager can appeal against the penalty to the First-tier Tribunal. The appeal must be made within 28 days of the day on which the Final Notice was sent.

The Council can impose further penalties if a lettings agent or property manager fails to join a Client Money Protection scheme despite already having had a penalty imposed. There is no limit to the number of penalties that may be imposed on an individual letting agent or property manager if they continue to fail to join a scheme.

Each scheme publishes a list of members on their respective website, so it is possible to check whether a lettings agent or property manager has joined one of the schemes.

Appendix 16 - The Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014

The Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014 came into force on the 1st October 2014.

All letting agents and property managers in England are required to join one of the two Government approved redress schemes:

- Property Redress Scheme.
- The Property Ombudsman.

'Lettings agency work' is things done by an agent in the course of a business in response to instructions from:

- a private rented sector landlord who wants to find a tenant, or
- a tenant who wants to find a property in the private rented sector.

It applies where the tenancy is an assured tenancy under the Housing Act 1988 (the most common type of tenancy) except where the landlord is a private registered provider of social housing or the tenancy is a long lease.

Lettings agency work does not include the following things when done by a person who only does these things:

- publishing advertisements or providing information.
- providing a way for landlords or tenants to make direct contact with each other in response to an advertisement or information provided.
- providing a way for landlords or tenants to continue to communicate directly with each other.

Employers who find homes for their employers or contractors; higher and further education authorities and legal professionals are excluded from the requirement.

Property management work means things done by a person in the course of a business in response to instructions from another person who wants to arrange services, repairs, maintenance, improvement, or insurance or to deal with any other aspect of the management of residential premises.

For there to be property management work, the premises must consist of, or contain:

a) a dwelling-house let under a long lease - “long lease” includes leases granted for more than 21 years, leases granted under the right to buy, and shared ownership leases,
b) an assured tenancy under the Housing Act 1988, or
c) a protected tenancy under the Rent Act 1977.

Property management work would arise where a landlord instructed an agent to manage a house let to a tenant in the private rented sector. It would also arise where one person instructs another to manage a block of flats (often with responsibility for the common areas, corridors, stairwells etc.) that contains flats let under a long lease or let to assured or protected tenants.

The legislation applies to people who in the course of their business manage properties, for example, high street and web-based agents, agents managing leasehold blocks and other organisations who manage property on behalf of the landlord or freeholder.

The requirement to belong to a redress scheme does not apply to Managers of commonhold land, student accommodation and refuge homes; receivers and insolvency practitioners; authorities where Part 3 of the Local Government Act 1974 applies; right to manage companies; legal professionals and property managers instructed by local authorities and social landlords.

The requirement to belong to a redress scheme only applies to agents carrying out lettings or property management work ‘in the course of business’. The requirement will therefore not apply to ‘informal’ arrangements where a person is helping out rather than being paid for a role which is their usual line of work. Some examples of ‘informal arrangements’ which would not come under the definition of ‘in the course of business’ are set out below:

- someone looking after the letting or management of a rented property or properties on behalf of a family member or friend who owns the property/properties, where the person is helping out and doesn’t get paid or only gets a thank you gift.
- a friend who helps a landlord with the maintenance or decoration of their rented properties on an ad hoc basis.
- a person who works as a handyman or decorator who is employed by a landlord to repair or decorate their rented property or properties when needed.

- a landlord who looks after another landlord's property or properties whilst they are away and doesn't get paid for it.
- a joint landlord who manages the property or properties on behalf of the other joint landlords.

One of the key issues to consider when deciding what could be considered an 'informal arrangement' is whether the person doing the letting or property management work is helping out an individual as opposed to offering their services to anyone who wants to use and pay for them.

Where the authority considers that the requirements of the regulations have been breached, it must give written notice of their intention to impose a penalty setting out the reasons and the amount of the penalty, a Notice of Intent. The lettings agent or property manager has 28 days to make written representations or objections to the authority, starting from the day after the date the Notice of Intent was sent. At the end of the 28-day period, Council will decide, having taken into account any representations received, whether to impose the fine and, if so, must issue a Final Notice to the lettings agent or property manager giving at least 28 days for payment to be made.

A lettings agent or property manager can appeal against the penalty to the First-tier Tribunal. The appeal must be made within 28 days of the day on which the Final Notice was sent.

The Council can impose further penalties if a lettings agent or property manager fails to join a redress scheme despite already having had a penalty imposed. There is no limit to the number of penalties that may be imposed on an individual lettings agent or property manager if they continue to fail to join a scheme.

Each scheme publishes a list of members on their respective websites, so it is possible to check whether a lettings agent or property manager has joined one of the schemes.

Appendix 17 - The Immigration Act 2014

Right to Rent was introduced under Part 3 of the Immigration Act 2014 as part of the government's reforms to build a fairer and more effective immigration system.

UK Visas and Immigration are the enforcing authority. Under the new regulations, landlords will be required to check a potential tenant's 'Right to Rent' and those who fail to do so may face a penalty of up to £3,000 per tenant.

The regulation will mean that private landlords, including those who sub-let or take in lodgers must check the right of prospective tenants to be in the country. The government has portrayed the issue of 'beds in sheds' as being about illegal immigration and tackling it has become part of wider government measure to clamp down on undocumented migrants as has the Housing and Planning Act.

Appendix 18 - The Caravan and Control of Development Act 1960

The Caravan and Control of Development Act 1960 prohibits the use of land as a caravan site unless the occupier holds a site licence issued by the Council.

Before a licence can be granted, a caravan site must first be granted Planning Consent. Once a Planning Consent has been granted, a Caravan Site Licence must be applied for and will be issued.

A caravan site licence contains provisions relating to the maintenance and running of the park. The primary purposes of the licence being to ensure that the risk of spread of fire is minimised, that there is appropriate access to the site for emergency services and that the facilities provided are appropriate to the nature and size of the site.

To ensure that this is done the licence is issued subject to the conditions based on the adopted model standards for caravan sites and a copy of the licence is displayed on site. The Council will carry out site inspections to ensure that the conditions are being complied with.

In addition to the site licence, the Mobile Homes (Requirement for Manager of Site to be Fit and Proper Person) (England) Regulations 2020 ("the Regulations") introduces a fit and proper person test for mobile home site owners or the person appointed to manage the site.