

To: Councillor Terry (Chair)
Councillors Leng, Barnett-Ward, Eden,
Emberson, Ennis, Gittings, Griffith, Nikulina,
Rowland, R Singh, Thompson, White and
Yeo

Direct: committee.services@reading.gov.uk

1 April 2026

Your contact is: **Simon Hill / Jemma Durkan - Committee Services**

NOTICE OF MEETING - POLICY COMMITTEE 13 APRIL 2026

A meeting of the Policy Committee will be held on Monday, 13 April 2026 at 6.30 pm in the Council Chamber, Civic Centre, Bridge Street, Reading, RG1 2LU. The Agenda for the meeting is set out below.

1. CHAIR'S ANNOUNCEMENTS

2. DECLARATIONS OF INTEREST

3. MINUTES

4. DELEGATED DECISIONS

**To
Follow
5 - 6**

5. PUBLIC PETITIONS AND QUESTIONS

Public petitions and questions may be submitted on any matter within the Committee's responsibilities. Submissions should be emailed to committee.services@reading.gov.uk and must be received **no later than 12 noon, four clear working days before the meeting.**

6. QUESTIONS FROM COUNCILLORS

7. THE HEXAGON

7 - 14

This report seeks approval for funding to make improvements to the Hexagon Theatre.

8. ARMED FORCES COVENANT

15 - 20

This report sets out options for the further development of the Armed Forces Covenant.

- 9. HOUSING STANDARDS ENFORCEMENT POLICIES** **21 - 82**
- This report sets out updated housing policies to align with new legislative framework.
- 10. BLOCK PLANNED MAINTENANCE - 2026 - 2034** **83 - 88**
- This report seeks approval to procure and award a cyclical planned maintenance contract for housing stock block properties.
- 11. LAND AT MINSTER QUARTER CENTRAL** **89 - 92**
- This reports seeks approval to dispose of open space land to facilitate the delivery of the Minster Quarter Central regeneration scheme.
- ITEMS FOR CONSIDERATION IN CLOSED SESSION**
- 12. EXCLUSION OF THE PRESS AND PUBLIC**
- The following motion will be moved by the Chair:
- “That, pursuant to Section 100A of the Local Government Act 1972 (as amended) members of the press and public be excluded during consideration of the following items on the agenda, as it is likely that there would be disclosure of exempt information as defined in the relevant Paragraphs of Part 1 of Schedule 12A (as amended) of that Act”
- 13. DECLARATIONS OF INTEREST FOR CLOSED SESSION ITEMS**
- 14. LAND AT MINSTER QUARTER CENTRAL** **93 - 106**

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Committee	Date of me Minute	Item title	Decision	Officer delegated to	Lead Councillor portfolio	Expected timescale for decision
Policy Committee	07/04/25	79 (2) DISPOSAL OF YEOMANRY HOUSE	That if the purchaser did not perform to an acceptable timescale the Executive Director for Economic Growth and Neighbourhood Services be given delegated authority, in consultation with the Leader of the Council and the Lead Councillor for Planning & Assets, to: a) Agree a revised offer price and terms where appropriate which secure Best Consideration; b) Re-engage with other bidders as appropriate or remarket the property for disposal at Best Consideration.	Exec Director of Economic Growth and Neighbourhood Services	Leadership;#Planning and Assets	This delegation is only required if purchaser does not perform to an acceptable timescale.
Policy Committee	17/09/25	25 Joint Procurement for Parking Enforcement Services	(1) That the Executive Director for Economic Growth and Neighbourhood Services, in consultation with the Lead Councillor for Climate Strategy and Transport, Assistant Director of Legal and Democratic Services, and Director of Finance be authorised to: a. Commence a procurement exercise independently or in partnership with other councils for parking enforcement, permits, Penalty Charge Notice processing and postal services; b. Terminate, if appropriate, the existing contract for parking enforcement with Trellint (part of the Modaxo Group) by mutual agreement at a date that allowed an orderly handover to new contract arrangements; c. Enter into a suitable agreement with another council or councils to undertake the necessary procurement exercises on behalf of Reading Borough Council; d. Enter into an agreement with a company individually or jointly procured to provide on street and off-street parking enforcement services; e. Enter into an agreement with a company individually or jointly procured to deliver Penalty Charge Notice processing, issue permits for residents and businesses and provide postal services for same; f. Undertake any required contract modifications (to include extension / variation) as might be required from time to time to ensure effective operational management of the contract, subject to that impact not exceeding key decision thresholds.	Exec Director of Economic Growth and Neighbourhood Services;#AD of Legal & Democratic Services/Monitoring Officer/Returning Officer;#Director of Finance/s151 officer	Climate Strategy and Transport	Invitation to Tender issued in November, with a short list to be produced in January 2026 and an award made in April 2026.
Policy Committee	17/09/25	27 Broad Street Mall Redevelopment	(4) That authority be delegated to the Executive Director of Economic Growth and Neighbourhood Services, in consultation with the Leader of the Council, Lead Councillor for Planning and Assets, Assistant Director of Legal and Democratic Services, Director of Finance, and Assistant Director of Property and Asset Management, to: (a) Negotiate and conclude terms with relevant parties in respect of the Heads of Terms for the surrender and the Construction and Management Agreement; (b) Negotiate and conclude terms for disposals and acquisitions in accordance with sections 123 and 120 of the Local Government Act 1972; (c) Negotiate to enter into any required and/or ancillary documentation and agreements to facilitate the Broad Street Mall development, and; (d) Procure commercial, professional technical and legal advisors and consultants as necessary, to facilitate the Broad Street Mall development.	Exec Director of Economic Growth and Neighbourhood Services;#Director of Finance/s151 officer;#AD of Legal & Democratic Services/Monitoring Officer/Returning Officer;#AD of Property & Asset Management	Leadership;#Planning and Assets	(a) Target for Conditional Exchange of Carpark Surrender Agreement – June 2026 ii. Target for agreeing Construction and Management Agreement (CMA) – Oct 2026 (b) Target for Conditional Exchange of Carpark Surrender Agreement – June 2026 (c) This would be in parallel to and following agreement of the CMA and would continue up to BSM starting on site in Q3 of 2027; there may also be requirements to enter in to agreements following works starting on site, this is TBD. (d) Procurement process commencing Oct 2025
Policy Committee	17/11/25	41 Drug and Alcohol Treatment and Recovery Contract	(3) That the Executive Director of Communities & Adult Social Care, in consultation with the Lead Councillor for Education and Director of Public Health, be authorised to award the contract and any subsequent extensions following completion of the tender process;	Exec Director of Community and Adult Social Care Services	Education and Public Health	Award of contracts expected in April 2026
Policy Committee	17/11/25	41 Drug and Alcohol Treatment and Recovery Contract	That the Assistant Director of Property & Asset Management, in consultation with the Leader of the Council, the Lead Councillor for Health, the Director of Finance, the Director of Public Health and the Assistant Director of Legal and Democratic Services, be authorised to grant a new lease to the successful provider for the use of 4 Waylen Street, Reading, on terms aligned with the duration of the treatment contract, as set out in section 3.6 of the report as further required to protect the Councils interests.	AD of Property & Asset Management	Leadership;#Education and Public Health	Following award of treatment contract
Policy Committee	17/11/25	44 Adelphi House	(2) That, if the tenant subsequently changed their negotiated position, the Executive Director of Economic Growth & Neighbourhood Services, in consultation with the Director of Finance, Leader of the Council, the Lead Councillor for Planning & Assets and the Assistant Director of Legal and Democratic Services, be authorised to agree revised terms that represented best value to the Council.	Exec Director of Economic Growth and Neighbourhood Services	Leadership;#Planning and Assets	Only required if there is a change to the negotiated position
Policy Committee	17/12/25	56 160-163 Friar Street	2) That the Executive Director for Economic Growth and Neighbourhood Services, in consultation with the Leader of the Council, the Lead Councillor for Planning & Assets, the Director of Finance and the Assistant Director of Legal and Democratic Services, be authorised to dispose of the property to a selected bidder on the best terms available to secure Best Consideration;	Exec Director of Economic Growth and Neighbourhood Services	Planning and Assets;#Leadership	Preparing to appoint an agent

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Policy Committee

13 April 2026



Reading
Borough Council
Working better with you

Title	Hexagon Theatre
Purpose of the report	To make a key decision
Report status	Public report
Executive Director/ Statutory Officer Commissioning Report	Emma Gee
Report author	Donna Pentelow
Lead Councillor	Cllr Adele Barnett Ward, Lead Councillor for Leisure & Culture
Council priority	Secure Reading's economic & cultural success
Recommendations	<ol style="list-style-type: none"> 1. If the Arts Council England bid is successful for £2,068,000 of grant funding with match funding of £230,500, that Committee grants spend approval and delegates authority to the Executive Director of Economic Growth and Neighbourhood Services in consultation with the Director of Legal & Governance and the Director of Finance to enter into all necessary contracts to deliver the outputs of the bid. 2. If the Arts Council England grant is unsuccessful, that Committee provide spend approval for £564,000 to replace the arena and stall seating at the Hexagon and delegate authority to the Executive Director of Economic Growth and Neighbourhood Services in consultation with the Director of Legal & Governance and the Director of Finance to enter into all necessary contracts to supply and install new arena and stall seating in the Hexagon main auditorium.

1. Executive Summary

- 1.1. The Council has applied to Arts Council England's (ACE) Creative Foundations Fund for £2,068,000 of grant funding with match funding of £230,500 being provided by the Council (consisting of: £109,000 in-kind contribution, £71,500 fundraising and £50,000 capital funding). The bid seeks funding to make improvements to the Hexagon Theatre seating, drainage, fire stopping and fire door remedial works.
- 1.2. If successful, the Director of Culture, Leisure and Skills will accept the grant offer and, the Executive Director of Economic Growth and Neighbourhood Services in consultation with the Director of Legal and Governance and the Director of Finance, progress the procurement and enter into the necessary contracts to carry out the works.
- 1.3. In order to coordinate these works with those of the Studio Theatre and the extended summer closure of the Hexagon in summer 2026 a decision is required in the event the Council's grant application is unsuccessful. Arts Council England (ACE) expect to have made a decision by 31 March 2026.

- 1.4. This report seeks approval for a capital supplementary budget of £564,000 to be approved in the event of the Arts Council England (ACE) bid being unsuccessful to replace the stall and arena seating in the Hexagon Theatre's main auditorium and for the costs of this investment to be met through revenue savings of £18,800 per year.
- 1.5. If the ACE grant is unsuccessful, the scope of the seating improvements would be reduced to only the basic arena and stalls seating. This is due to cost and timing as the replacement of the arena and stall seating can be completed in summer 2026.
- 1.6. If unsuccessful with the ACE bid, the drainage, fire stopping and fire door remedial work remain unfunded and will either require funding through existing budgets or require a Capital Bid submitted via the usual budget setting process.
- 1.7. If agreed, work to replace the arena and stall seating will take place in summer 2026 and coincide with the extended summer closure that has been programmed to facilitate the studio theatre works. The revenue impacts of the extended summer closure have already been factored into the budget planning process.
- 1.8. General Fund capital programme schemes are usually only be added to or removed from the Capital Programme as part of the annual budget setting process. Schemes that arise during the year may be added to the Capital Programme with Policy Committee approval if:
 - The scheme is fully funded by grants or contributions, or
 - The Chief Finance Officer confirms that the expenditure is affordable.
- 1.9. In this instance, the Director of Finance has confirmed that revenue savings will be generated to fund the capital financing costs of the scheme.

2. Policy Context

- 2.1. The Hexagon is Reading's cultural flagship venue, the largest in the region, welcoming over 150,000 visitors annually and hosting more than 160 performances and 80 community events. It plays a central role in Reading's cultural life, driving footfall, supporting the local economy, and providing a vital platform for community engagement. The venue is currently undergoing transformation, supported by a funded decarbonisation programme and a multi-million Levelling Up Fund award to deliver a new studio theatre. Together, these projects will create a multi-space arts campus at the heart of a broader regeneration scheme.
- 2.2. The original 50-year-old retractable seating system is obsolete, requiring intensive manual operation and ongoing maintenance. The deteriorating concrete base means the seats are increasingly unstable, with over 400 complaints annually citing discomfort, poor accessibility, and inadequate sightlines - posing a risk to audience retention and future income.
- 2.3. On 23 July 2025, Capital Programme Board approved the submission of an expression of interest (EOI) to the Arts Council England (ACE) Creative Foundations Fund.
- 2.4. Aims of ACE Creative Foundations Fund:
 - increase the economic sustainability of cultural and creative organisations through improving existing cultural buildings and equipment;
 - decrease the risk and financial impact of abandoned or cancelled performances, exhibitions, or events caused by equipment or infrastructure failure;
 - grow audience engagement and access by underserved communities to high-quality creative work and cultural infrastructure.
- 2.5. The bid matches the aims of the funding and is focused on improvements to the Hexagon Theatre seating, drainage, fire stopping and fire door remedial works.

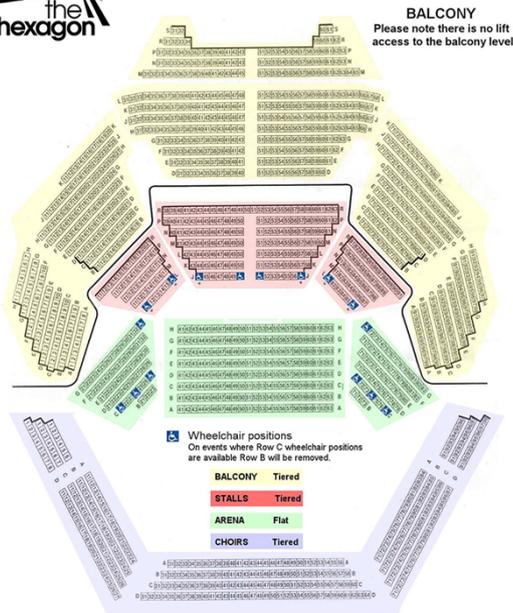
- 2.6. The Council has applied to Arts Council England's Creative Foundations Fund for £2,068,000 ACE of grant funding with match funding of £230,500 being provided by the Council (consisting of: £109,000 in-kind contribution, £71,500 fundraising and £50,000 capital funding).
- 2.7. The EOI was accepted by ACE on 27 August 2025, and a more detailed bid was submitted by 27 October 2025 deadline. The bid passed the initial ACE review with a final decision now awaited by 31 March 2026.

3. The Proposal

- 3.1. If the ACE grant is successful, officers will implement the works as outlined in the bid submission.
- 3.2. If the ACE grant is unsuccessful, then an alternative funding route is required for the seating improvements. Without immediate investment in these essential infrastructure elements, the Hexagon is at risk of becoming non-operational—undermining substantial public investment and the venue's position as a cultural anchor in Reading's regeneration strategy. These seats are the most critical as the ageing seating and associated infrastructure failures are generating significant and escalating reactive maintenance costs, including:
 - £15,173 in emergency and reactive repairs (2024/25) (welding/ professional recovering / repairs to seats)
 - Ongoing emergency interventions to maintain safe operation
 - Increasing difficulty sourcing spare parts for obsolete systems – retractable system original to the 1970s venue
- 3.3. The failing seating system places substantial additional burden on technical, facilities, and front-of-house teams, resulting in:
 - £15,800 in additional staffing costs (2024/25) due to reactive measures
 - Increased manual handling requirements
 - Greater risk of staff fatigue and operational error
- 3.4. It's proposed, if the ACE grant is unsuccessful, that the seating improvements would be limited to the arena and stalls seating (highlighted green and red in the image below). This is due to cost and timing as the replacement of the arena and stall seating can be completed in summer 2026. Replacing the balcony seats is a far larger and costly project due to the significant redecoration and re-instatement required as the balcony seats are fixed into the concrete floor. The arena and stalls seating (514) represent less than half the total seats available (1,200), but they are the most used, being on sale for all seated shows.



THE HEXAGON SEATING PLAN



- 3.5. It's proposed that the funding would be on condition of the Hexagon meeting the annual revenue impacts of the capital borrowing costs for the works from reduced expenditure on maintenance of the current ageing and failing seat system.
- 3.6. If agreed, the replacement of the seating would take place summer 2026 to coincide with the summer shutdown period. By aligning this with the ongoing Studio Theatre build, economies of scale can be achieved through shared design teams, contractors, and delivery timelines—ensuring efficiency and value for money.
- 3.7. If the decision was delayed until the Arts Council grant outcome is known, the opportunity to carry out the works and coincide with the summer shut down will be lost. There will be delays to the contract extension and placing orders for the manufacture of the seats, which have a long lead in time. This would mean having to delay the reopening of the theatre in September 2026 and the loss of associated income. Or it would mean having to delay the works until summer 2027 resulting in an extended closure with associated revenue implications that have not been planned for and new procurement requirements as the studio theatre works will have been completed.
- 3.8. These options have been considered and dismissed due to their financial implications.
- 3.9. The fire door and fire stopping works are estimated at £500,000 and are currently unfunded. If the ACE grant is unsuccessful, a capital bid will need to be submitted via the usual budget setting process or the works funded via existing budgets, to ensure the mandatory, statutory compliance works are carried out.

4. Contribution to Strategic Aims

- 4.1. The Council Plan has established five priorities for the years 2025/28. These priorities are:
- Promote more equal communities in Reading;
 - Secure Reading's economic and cultural success;
 - Deliver a sustainable and healthy environment and reduce our carbon footprint;
 - Safeguard and support the health and wellbeing of Reading's adults and children;
 - Ensure Reading Borough Council is fit for the future.
- 4.2. In delivering these priorities, we will be guided by the following set of principles:
- Putting residents first;
 - Building on strong foundations;
 - Recognising, respecting, and nurturing all our diverse communities;

- Involving, collaborating, and empowering residents;
 - Being proudly ambitious for Reading.
- 4.3. Full details of the Council Plan and the projects which will deliver these priorities are published on the Council's website - [Council plan - Reading Borough Council](#). These priorities and the Council Plan demonstrate how the Council meets its legal obligation to be efficient, effective and economical.
- 4.4. This proposal contributes towards the Council Plan priority to Secure Reading's economic and cultural success. The poor and deteriorating quality and comfort of the seats at the Hexagon regularly feature in customer feedback. Replacing the stalls and arena seating will contribute towards an improved customer experience and contribute towards the sustainability of the Hexagon.

5. Environmental and Climate Implications

- 5.1. The Council declared a Climate Emergency at its meeting on 26 February 2019 (Minute 48 refers).
- 5.2. There is a net nil impact on the environment and climate of this proposal. The old seats may be suitable for resale; however, they are end of life. The new seats should result in less energy being used as they will be less prone to failure.

6. Community Engagement

- 6.1. Formal consultation is not required. However, over 400 complaints are received annually about the seats citing discomfort, poor accessibility, and inadequate sightlines posing a risk to audience retention and future income.

7. Equality Implications

- 7.1. Under the Equality Act 2010, Section 149, a public authority must, in the exercise of its functions, have due regard to the need to:
- Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
 - Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
 - Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

- 7.2. The improved seating in the arena and stalls will provide improved accessibility for customers who are less mobile.

8. Other Relevant Considerations

- 8.1. The new seating layout design will be added to the on-line booking system and require the theatre team to contact customers who have booked seats in the arena and stalls area for shows on sale to inform them of the new seating positions. Any e tickets/ tickets will need to be reissued where seat and row numbers have changed. Promoters / producers will need to be informed of any changes to seated capacity.

9. Legal Implications

- 9.1. If the ACE bid is successful, the Director for Culture, in consultation with the Director of Finance, is authorised under paragraph 8.3.1 of the Council's Financial Procedure Rules to accept the bid and notify the next meeting of the Housing, Neighbourhood and Leisure Committee of this action.
- 9.2. A detailed procurement method statement was submitted as part of the ACE bid which was approved by senior officers at Capital Programme Board. This will be through an extension of the existing studio theatre construction contract using the direct award procurement model. This approach enables continuity of service and cost efficiency, whilst maintaining value for money, and maintaining compliance with the original

contract terms and the Council's governance framework. The original studio theatre works contract was competitively tendered, with a robust quality assurance and governance regime to support tender and supplier selection.

10. Financial Implications

- 10.1. The estimated cost of replacing the arena and stall seating is £564,000. Replacing the seats provides value for money through reducing the annual spend in maintenance of the failing seating. In 2024/25 this cost £15,700 in reactive maintenance and repair and a further £15,800 in additional staffing costs.
- 10.2. The estimated asset life is 30 years given the current seating system is original to the theatre which was built in 1977. The annual MRP is estimated at £18,800 and can be covered through reduced expenditure on reactive repairs and maintenance at the Hexagon to eliminate the increase to the Council's Borrowing costs.

11. Timetable for Implementation

- 11.1. The indicative timetable for implementation is below.

Date	Key Milestones
April	Council accept ACE grant or Policy Decision to approve alternate funding for seating improvements.
May	Seating works RIBA stage 4 technical design Contract extension agreed Seating orders placed for arena & stalls seating
August	Seating work starts
September	Seating work complete
27 September 2026	Hexagon reopens for Autumn programme

12. Background Papers

- 12.1. There are none.

Project / Proposal Name or Reference:

Date:

Your Name:

Hexagon Theatre seat replacement		01-Feb-26	Donna Pentelow	
1. IMPACT ON CARBON EMISSIONS				
HOW WILL THIS PROJECT/PROPOSAL AFFECT:	CONSIDERATIONS <i>See guidance below on determining whether negative or positive impacts are High, Medium or Low</i>	IMPACT? <i>Use drop down list</i>	GUIDANCE IF NEGATIVE/NIL RATING HAS BEEN AWARDED	SUMMARISE HOW YOU PLAN TO MANAGE AND REDUCE ANY NEGATIVE IMPACTS
1	ENERGY USE * More energy will be consumed or emissions generated (by RBC or others) = Negative Impact * No extra energy use is involved or any additional energy use will be met from renewable sources = Nil Impact * Energy use will be reduced or renewable energy sources will replace existing fossil fuel energy = Positive Impact	Low Positive	Consider: - Energy efficiency measures - Renewable energy - Reducing demand for energy	Less energy will be used through the seats failing less often and being brand new.
2	WASTE GENERATION * More waste will be generated (by RBC or others) = Negative Impact * No waste will be generated = Nil Impact * Less waste will be generated OR amount of waste that is reused/ recycled will be increased = Positive Impact	Low Negative	Consider: - Re-usable/recycled goods - Recycling facilities - Reducing/reusing resources	The current seats are end of life and it's unlikely they can be reused. Some may be suitable for resale but failing that they will need to be disposed of.
3	USE OF TRANSPORT * RBC or others will need to travel more OR transport goods/people more often/further = Negative Impact * No extra transport will be necessary = Nil Impact * The need to travel, the use of transport and/or of fossil fuel-based transport will be reduced = Positive Impact		Consider: - Use of public transport - Reducing need to travel or transport goods - Alternative fuels/electric vehicles/walking and cycling	
2. IMPACT ON RESILIENCE TO THE EFFECTS OF CLIMATE CHANGE				
HOW WILL THIS PROJECT/PROPOSAL AFFECT THE ABILITY OF READING TO WITHSTAND:	CONSIDERATIONS <i>See guidance below on determining whether negative or positive impacts are High, Medium or Low</i>	IMPACT? <i>Use drop down list</i>	GUIDANCE IF NEGATIVE/NIL RATING HAS BEEN AWARDED	SUMMARISE HOW YOU PLAN TO MANAGE AND REDUCE ANY NEGATIVE IMPACTS
4	HEATWAVES * Increased exposure of vulnerable people and/or infrastructure to heat stress = Negative Impact * No increase in exposure to heat stress = Nil Impact Reduced exposure of vulnerable people and/or infrastructure to heat stress = Positive Impact		Greater need for cooling, ventilation, shading and hydration methods	
5	DROUGHT * Water use will increase and/or no provision made for water management = Negative Impact * Levels of water use will not be changed = Nil Impact * Provision made for water management, water resources will be protected = Positive Impact		Greater need for water management and perhaps reserve supplies	
6	FLOODING * Levels of surface water run-off will increase, no management of flood risk = Negative Impact * Levels of surface water run-off & flood risk are not affected = Nil Impact * Sustainable drainage measures incorporated, positive steps to reduce & manage flood risk = Positive Impact		Consider flood defence mechanisms or alternative arrangements (business continuity)	
7	HIGH WINDS / STORMS * Exposure to higher wind speeds is increased or is not managed = Negative Impact * No change to existing level of exposure to higher wind speeds = Nil Impact * Exposure to higher wind speeds is being actively managed & reduced = Positive Impact		Greater need for stabilisation measures, robust structures resilient to high winds	
8	DISRUPTION TO SUPPLY CHAINS * Exposure to supply chain disruption for key goods and services is increased = Negative Impact * No change in exposure to supply chain disruption for key goods and services = Nil Impact * Exposure to supply chain disruption for key goods and services is reduced = Positive Impact		Source key goods and services locally as it reduces exposure to supply chain disruption and boosts the local economy	

Weighing up the negative and positive impacts of your project, what is the overall rating you are assigning to your project?:

This overall rating is what you need to include in your report/ budget proposal, together with your explanation given below.

Guidance on Assessing the Degree of Negative and Positive Impacts:

Note: Not all of the considerations/ criteria listed below will necessarily be relevant to your project

Low Impact (L)	<ul style="list-style-type: none"> * No publicity * Relevant risks to the Council or community are Low or none * No impact on service or corporate performance * No impact on capital assets, or relates to minor capital assets (minor works)
Medium Impact (M)	<ul style="list-style-type: none"> * Local publicity (good or bad) * Relevant risks to the Council or community are Medium * Affects delivery of corporate commitments * Affects service performance (e.g.: energy use; waste generation, transport use) by more than c.10% * Relates to medium-sized capital assets (individual buildings or small projects)
High Impact (H)	<ul style="list-style-type: none"> * National publicity (good or bad) * Relevant risks to the Council or community are Significant or High * Affects delivery of regulatory commitments * Affects corporate performance (e.g.: energy; waste; transport use) by more than c.10% * Relates to major capital assets (larger buildings and infrastructure projects)

In the box below please summarise any relevant policy context, explain how the overall rating has been derived, highlight significant impacts (positive and negative) and explain actions being taken to mitigate negatives and increase positives. This text can be replicated in the 'Environment and Climate Impacts' section of your Committee Report, though please note you

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Policy Committee
13 April 2026



Reading
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Title	Armed Forces Covenant
Purpose of the report	To make a decision
Report status	Public report
Executive Director/ Statutory Officer Commissioning Report	Louise Duffield
Report author	Jill Marston, Policy & Performance Team
Lead Councillor	Cllr Emberson, Lead Cllr for Corporate Services & Resources
Council priority	Promote more equal communities in Reading
Recommendations	<ol style="list-style-type: none"> 1. Re-sign the Armed Forces Covenant, with associated pledges. 2. Apply for the Defence Employer Recognition Scheme silver award.

1. Executive Summary

- 1.1 The report sets out options around the further development of the Armed Forces Covenant, principally its re-signing, which is currently being encouraged by MoD following the updating of the original covenant in 2018, alongside the proposal to apply for the Employer Recognition Scheme silver award, for which we already meet most of the criteria and for which re-signing is a requirement.

2. Policy Context

- 2.1 The Armed Forces Covenant is a promise 'that together we acknowledge and understand that those who serve or have served in the Armed Forces, and their families, including the bereaved, should be treated with fairness and respect in the communities, economy, and society they serve with their lives'.

- 2.2 Recognising the unique obligations of, and sacrifices made by, the Armed Forces, its two principles are that:

- Those who serve in the Armed Forces, whether Regular or Reserve, those who have served in the past, and their families, should face no disadvantage compared to other citizens in the provision of public and commercial services.
- Special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

- 2.3 As part of the Armed Forces Act 2021, the Government has introduced a new duty on public service providers to take due regard of the Armed Forces community

when writing policy, and making decisions in implementing that policy, in relation to healthcare, education, and housing. It has recently been announced that the legal duty will be extended to apply to central government and to cover a broader range of policy areas (Armed Forces Bill 2026).¹

- 2.4 To support this, the Council will soon launch an improved data collection process to better understand the numbers Armed Forces Reservists within the Council workforce.
- 2.5 For context, according to the 2021 Census, there are almost 3,500 Reading residents who have previously served in the Armed Forces, including a relatively large ex-Gurkha population. At the 2024/25 autumn school census, there were 64 children from Service families in Reading schools. There is currently one known Reservist employed by the Council and one Adult Cadet Force Volunteer.

3. The Proposal

Covenant re-signing

- 3.1 In 2012, there were two types of Armed Forces Covenant which could be signed, a Community Covenant, which recognised an organisation as a provider of services and support, and a Corporate Covenant, which identifies a business as an employer of those from the armed forces community.
- 3.2 The Reading Armed Forces Community Covenant was launched in July 2012, signed by 7 Rifles on behalf of the Armed Forces and a range of other key partners.
- 3.3 The MoD are now encouraging councils to merge these two elements together, recognising that local authorities are both providers of services and employers, and to re-sign the ‘new’ covenant. In signing we would be joining other Berkshire Councils who have now re-signed, with the exception of Wokingham.
- 3.4 The covenant is a voluntary pledge to demonstrate support for the Armed Forces community and for the principles of the covenant. As well as pledging to uphold, and act in accordance with, the basic principles of the covenant, all signatories must also include several specific pledges, which can be tailored to the organisation. Identifying specific pledges for us to make is therefore a pre-requisite for re-signing the Armed Forces Covenant.
- 3.5 Pledges can include continuing with activities that the Council already undertakes but must also include some new activity as well. The proposed pledges are:

Pledges to continue with current activity:

Pledge	Lead	Current activity
Appoint an elected Member as Armed Forces Champion to act as a focal point for organising and promoting support for the Armed Forces Community	Policy Team	Currently Cllr Hoskin

¹ Social care, Childcare, Employment and service in the armed forces, Personal taxation, Welfare benefits, Criminal justice, Immigration, Citizenship, Pensions, Service-related compensation, Transport

Pledge	Lead	Current activity
Engage with and support 7 Rifles and the local Armed Forces charities through regular meetings of the Reading Armed Forces Partnership	Policy Team	Six monthly partnership meetings organised and chaired by Armed Forces lead officer
Support Reservists by offering them additional days of annual leave in order to carry out their duties.	HR	Reservist policy in place providing for 3 days additional leave
Provide training, such as e-learning, for our staff on the Armed Forces Community	Policy Team/OD	Two online courses available on Learning Pool, the second targeted at customer service staff
Promote the Armed Forces Covenant and our support for the Armed Forces Community to the wider public	Policy Team/Comms Team	Web page maintained Armed Forces Day and Remembrance events
Support or promote Armed Forces events, such as Armed Forces Day/Week, Reserves Day and Remembrance activities	Comms Team	Armed Forces Day and Remembrance events
Maintain a dedicated Armed Forces page on our website and signpost members of the Armed Forces Community to available support.	Policy Team	Web page maintained

Additional pledges:

Pledge	Lead
1. Extend the guaranteed interview scheme to include Veterans seeking employment	HR
2. Offer additional paid annual leave to Cadet Force Adult Volunteers to help them carry out their training requirement (as we already do for Reservists)	HR
3. Use the covenant and Employer Recognition Scheme logos in our communications and marketing	Comms Team

- 3.6 Though there is a small resource implication regarding additional pledge 2, this is likely to be very minimal as we currently have one known Cadet Force Adult Volunteer. This minimal indirect cost will be borne within the service employing the individual. There is no financial impact.
- 3.7 Should the Council wish to proceed with this proposal, the current Time Off for Public Duties, Jury Service and Employing Reservists Policy will require revision to align with the new commitments.
- 3.8 The re-signing is an opportunity to promote the Council's commitment via a signing event. Defence Relationship Management, who work with organisations on the Armed Forces Covenant, can help with organising this at the Council's premises or elsewhere. Alternatively, the template can be submitted with no ceremony.

MoD Employer Recognition Scheme silver award

3.9 The Defence Employer Recognition Scheme recognises a signatory's commitment to supporting the Armed Forces community through its bronze, silver and gold awards. The Council achieved the bronze award in 2018. Within Berkshire, Slough and Wokingham are planning to apply for silver; West Berkshire and Bracknell have gained silver, and Windsor & Maidenhead have gold.

3.10 If the Council wanted to work towards an application for the silver award, the application window closes in late April 2026. Re-signing the Armed Forces Covenant (or the commitment to do so) is a pre-requisite for applying for the silver award.

3.11 Currently we meet most of the required criteria for the silver award. The table below sets out the silver criteria and additional requirements:

Criteria	What already doing	Proposed new activity
ESSENTIAL		
ERS Bronze Award status and have held it with sufficient time to have put in place the necessary essential policies.	Bronze achieved 2018	No further action
Proactively demonstrate that Service personnel and Armed Forces community are not unfairly disadvantaged as part of their recruiting and selection processes.	Demonstrated by: Flexible working policy, policy around time off for public duties & reserve duties, recruitment and selection policy	Extending the guaranteed interview scheme to include veterans seeking employment.
Actively ensure that their workforce is aware of their positive policies towards the Armed Forces community.	Reserves policy available on intranet	Use the covenant and Employer Recognition Scheme logos in our communications and marketing. Do more to promote this amongst staff using existing channels and communications resources e.g. Team Reading newsletter
Support active Reservists by: 1. Having policy in place to support mobilisations	Already included in the reserves policy	No further action
2. Demonstrating support to their training by providing at least 5 days additional annual leave (ideally paid).	Currently we have 3 days	Extend to 5 days (currently we have 1 reservist)
A proactive relationship with their DRM (ie Defence Relationship Management contact)	In place	No further action
The employer must allow flexibility for employees who are Cadet Force Adult Volunteers to fit their working hours in with their volunteering.	Covered by time off for public duties policy and flexible working policy	Offer additional paid annual leave to Cadet Force Adult Volunteers to help them carry out their training requirement (as we already do for Reservists).

Criteria	What already doing	Proposed new activity
DESIRABLE		
Employ at least one individual from the Armed Forces community¹.	We have 1 Reservist and 1 Adult Cadet Force Volunteer (as far as we know)	No further action
Employer should scope opportunities to support the Cadet movement (e.g. sponsorship, supporting the development of cadets' wider skills to enhance their future opportunities; or providing employment advice and guidance)		No further action
Hosting a Reserve recruiting event on their premises in partnership with a local Reserve Unit or Military Command recruiting teams.		No further action

4. Contribution to Strategic Aims

- 4.1 Supporting the Armed Forces community in Reading will contribute towards the Council's priority to 'Promote more equal communities in Reading' by helping to ensure that service leavers and veterans are not disadvantaged.
- 4.2 This work also helps to 'Safeguard and support the health and wellbeing of Reading's adults and children' by supporting the health and wellbeing of Veterans in the community.

5. Environmental and Climate Implications

- 5.1 Not applicable to this report.

6. Community Engagement

- 6.1 Not applicable to this report.

7. Equality Implications

- 7.1 Consideration of the Armed Forces community is included in the Council's Equality Impact Assessment, along with the protected characteristics.

8. Legal Implications

- 8.1 The Council's legal duty is set out at 2.3 above.

9. Financial Implications

- 9.1 There are minimal financial implications, as set out in paras 3.6 and 3.11.

10. Timetable for Implementation

- 10.1 Re-signing the Armed Forces Covenant would take place in summer 2026. Application for the silver award would take place by April 2026.

11. Appendices

- 11.1 None

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<p>Policy Committee</p> <p>13 April 2026</p>	 <p>Reading Borough Council <i>Working better with you</i></p>
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Title	Housing Standards Enforcement Policies
Purpose of the report	To make a decision
Report status	Public report
Executive Director/ Statutory Officer Commissioning Report	Emma Gee, Executive Director Economic Growth and Neighbourhood Services
Report author	Stuart Taylor, Principal Environmental Health Officer
Lead Councillor	Cllr Matt Yeo
Council priority	Deliver a sustainable & healthy environment & reduce Reading's carbon footprint
Recommendations	<p>That Policy Committee:</p> <ol style="list-style-type: none"> 1. Approves the adoption of the Housing Standards Enforcement Policy; 2. Approves the adoption of the Private Rented Sector Civil Penalty Procedure; 3. Approves the adoption of the Statement of Principles for a penalty under Part 4 of The Smoke and Carbon Monoxide Alarm (England) Regulations 2015; 4. Approves the Statement of Principles for a penalty for a breach of minimum energy efficiency standards (MEES) with respect to domestic privately rented property; 5. Approves the Relevant Lettings Agency Legislation Civil Penalty Procedure; 6. Notes that a stakeholder consultation will take place on the proposals; and 7. Approves a delegation to the Director of Planning Transport and Public Protection, in consultation with the Lead Member for Housing and Director of Legal & Governance, to make future minor amendments to the policies where necessary to reflect changes in the law or to correct inaccuracies.

1. Executive Summary

- 1.1. The Council as Local Housing Authority and Weights and Measures Authority has a range of enforcement powers relating to housing standards and consumer redress, including in relation to the private rented sector. Enforcement powers include powers to require work, prohibit use and the issue of financial penalties for breaches of legislation.

- 1.2. The Renters' Rights Act 2025 introduces a significantly expanded civil penalty framework and places new duties on the Council to enforce a broader range of landlord obligations. The Government is also introducing a range of updates to statutory guidance relating to some of our existing enforcement powers. To meet these requirements, the Council must ensure its relevant policies are fully aligned with the new legislative framework.
- 1.3. The Council's existing Civil Penalty and Enforcement Policies were developed prior to the introduction of the Renters' Rights Act and do not reflect the suite of new offences or developments in caselaw since we last amended our policies.
- 1.4. An updated set of policies is required to allow Council Officers to make decisions on the amount of a financial penalty, relating to new and existing breaches and offences relating to private housing standards and management.
- 1.5. The Government's statutory guidance sets national starting levels for some breach and offence types. It also sets out a large number of factors the Council should consider. The draft policies appended closely follow the Government guidance and sets out how Officers will apply those factors.

2. Policy Context

- 2.1. The Council's existing Housing Standards Enforcement Policy covers a range of environmental health and trading standards enforcement powers, focused on housing and private rented accommodation.
- 2.2. However, Parts of the Renters' Rights Act come into force on 1 May 2026. The Act introduces a significantly expanded civil penalty framework and places new duties on the Council to enforce a broader range of landlord obligations. This includes new compliance requirements, enhanced penalties for repeat or serious non-compliance, and clearer expectations that enforcement activity is fair, consistent and proportionate.
- 2.3. There have also been developments in caselaw since the policies were last updated, which in particular affect the amount of fine and introduces a potential for challenge on our current policy of charging investigation costs as part of a financial penalty, on top of our calculated punitive fine.
- 2.4. Updating these policies is essential to ensure the Council can meet its statutory obligations as of 1 May 2026.
- 2.5. The Council's current Housing Standards Enforcement Policy was developed within a regulatory framework where local authorities retained broad discretion to resolve non-compliance through informal or advisory action, reflecting the principles of the Regulators' Code. That approach assumed enforcement was generally discretionary and that informal resolution would often be appropriate as a first response. This framework underpins much of the Council's current regulatory practice.
- 2.6. The Renters' Rights Act fundamentally shifts that position. Section 107 places a statutory duty on Local Housing Authorities to enforce landlord legislation, altering the balance between informal action and formal enforcement. Where breaches of the defined 'landlord legislation' are identified, the Council must now actively consider enforcement action to meet this duty, rather than defaulting to advice or informal resolution in the first instance. As a result, the Regulators' Code can no longer be relied upon to justify informal action as the starting point for compliance under the Renters' Rights Act.
- 2.7. The Association of Chief Environmental Health Officers (ACEHO) has developed a suite of model policies, including a Civil Penalty Policy and an Enforcement Policy. Officers propose to utilise their enforcement policy, which we have titled Housing Standards Enforcement Policy, with some additions to reflect areas of legislation not covered in their template and a small number of areas to carry over from our existing policy. The Housing Standards

Enforcement Policy is proposed to be an overarching policy which covers the types of enforcement which may be carried out (this forms appendix 1). Detail on the calculation of penalty amounts is to be covered in a series of appended documents (appendices 2-5).

- 2.8. At the same time as these policies were being developed the Council entered into a contract with Justice for Tenants, who received funding to assist local authorities to prepare policies, provide an IT solution to help streamline processes, and also advise us on individual cases. Justice for Tenants have created model enforcement policies and civil penalty policies and also assisted ACEHO in developing their policies. Officers propose to utilise their Civil Penalty Procedure (appendix 2), Statement of Principles for a penalty under Part 4 of The Smoke and Carbon Monoxide Alarm (England) Regulations (appendix 3) and Statement of Principles for a penalty for a breach of minimum energy efficiency standards (appendix 4) in their entirety with extremely limited alterations to clarify content and utilising their suggested penalty calculation matrices in full.
- 2.9. Bristol City Council acts as lead authority for letting legislation enforcement through the National Trading Standards Letting Agency Team (NTSLAT). As lead enforcement authority they issue guidance to enforcement authorities about the exercise of their powers and duties and provide information and advice about the operation of the relevant letting agency legislation. Bristol City Council has offered guidance on calculating penalties for letting agent legislation, including use of their enforcement policy, which focuses heavily on how to set the appropriate fee level (and which are not covered by the ACEHO or Justice for Tenants policies in any detail). Officers have adapted their policy with some changes in wording but taking their recommend suggested penalty calculation matrices in full. Officer recommend that this offers a clearer breakdown of penalty amounts for different types of letting agent breaches.

3. The Proposal

- 3.1. In response to the changes in regulatory landscape, following advice received Officers have drafted a revised enforcement policy and to split it into sections: an overarching enforcement policy; and a series of policies dealing specifically with how to calculate the amount of penalty to be imposed, where this applies.
- 3.2. These policies are intended to promote greater consistency, transparency and robustness in local authority enforcement approaches, while allowing for appropriate local discretion. Aligning the Council's policies with this nationally recognised framework supports a consistent and defensible approach to enforcement, reduces the risk of unfavourable outcomes to legal challenge and strengthens the Council's ability to meet its statutory duties under the Renters' Rights Act.
- 3.3. The implementation of the Renters' Rights Act requires a coordinated and timely update to the Council's Civil Penalty Policy, Enforcement Policy and associated mandatory HMO licence conditions to ensure compliance with the new statutory duties and offences. Failure to update these frameworks risks inconsistency in enforcement decisions and activities, both between Public Protection and Housing departments within the Council implementing enforcement of renters' rights and between ourselves and other local authorities. These inconsistencies increase exposure to challenge, as well as an inability to demonstrate that the Council is meeting its statutory duties to enforce landlord legislation under section 107 of the Act. Approval is therefore sought to adopt the proposed policies with effect from 1 May 2026, aligning the Council's enforcement approach with the new legislative framework.

3.4. It is proposed that the new policies take effect from 1 May 2026 with transitional arrangements in place to ensure legal and procedural continuity. For a limited period of approximately 6 months, both the existing and new policies will operate in tandem, with the applicable policy determined by the date on which the offence was committed. This approach ensures fairness and legal certainty for ongoing cases, avoids retrospective application of policy and allows the Council to conclude enforcement activities initiated under the current framework. Once legacy cases have resolved, the existing policies will be formally withdrawn, leaving a single updated policy framework in place.

3.5. The work to enforce and implement the changes in regulation is proposed to be split between the Directorate of Communities and Adult Social Care (which includes Housing) and the Directorate of Economic Growth and Neighbourhood Services (which includes Public Protection). Appropriate delegations will be made and training given, which will include utilising resources from Justice for Tenants on the financial penalty process.

3.6. Summary of Policy Amendments

Table 1 - Enforcement Policy (Appendix 1):

Area	Current Policy	Proposed Policy	Change Detail
Legislative Framework and Offence Coverage	Based on Housing Act 2004, Housing & Planning Act 2016 and general civil penalty powers.	Aligned with Renters' Rights Act 2025 as implemented up to 1 May 2026.	Amendments to reflect incoming powers and duties.
Regulators' Code	Council commits to operating in accordance with the Regulators' Code unless considered that it does not apply	Sets out Section 107 of the Renters' Rights Act, imposing a statutory duty to take enforcement action on 'landlord legislation'. Sets out where this does and does not apply in more detail.	Enforcement change – not always appropriate to consider informal approach in the first instance where breach/offence of 'landlord legislation'. Code is still applicable in some other areas.
Enforcement Approach	Graduated approach promoting support and voluntary compliance in most cases unless high risk or history of non-compliance.	Allows formal action as the first step where 'landlord legislation' breach/offence committed.	Stronger early intervention powers in adherence with section 107.
Investigatory Powers	General overview of current provisions.	Adds extensive Renters' Rights investigatory powers.	Expansion of powers.
Operating procedures	Contains a range of specifics on licence application requirements and similar processes and considerations.	Removes many of these specifics.	Focused more on the powers available and the decision-making process.

Rent Repayment Orders & Banning Orders	Included but less detailed.	Expansion to align with Renters' Rights Act 2025.	Expansion to align with Renters' Rights Act 2025.
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Table 2 - Civil Penalty Policy (Appendix 2):

Area	Current Policy	Proposed Policy	Change Detail
Legislative Framework and Offence Coverage	Based on Housing Act 2004, Housing & Planning Act 2016 and general civil penalty powers.	Aligned with Renters' Rights Act 2025 as implemented up to 1 May 2026.	<p>Amendments to reflect incoming powers and duties.</p> <p>Separation of civil penalties from general enforcement.</p> <p>Additional sections for Minimum Energy Efficiency Standards, Smoke and carbon Monoxide alarm regulations, Tenant Fees Act (letting agent legislation).</p>
Penalty Calculation	Locally determined matrix considering number of factors including size of portfolio aggravating, culpability and harm.	<p>Introduction of revised statutory starting points and a nationally consistent calculation method.</p> <p>Predicted increases to penalty amounts for existing offences.</p>	<p>Replaced with new matrix including set starting points and other factors including landlord type.</p> <p>Separate calculations for different types of offence.</p>
Aggravating/ Mitigating Factors	List of considerations to be applied defined by legislation type but with common themes.	Revised list including vulnerability factors, duration, severity, obstruction and harm level.	More structured and transparent penalty adjustments.
Financial Assessment/ Representation Consideration	Referred to but not prescriptive.	Detailed evidence requirements.	Stronger evidential basis required to apply discounts.

Table 3 Penalties under Part 4 of The Smoke and Carbon Monoxide Alarm Regulations (appendix 3)

Area	Current Policy	Proposed Policy	Change Detail
Legislative Framework and Offence Coverage	The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022	No change	No change but separated out from the enforcement policy
Penalty Calculation	£2,500 for a first offence and any subsequent offences will be levied at £5,000 which is the maximum amount that can be imposed under these Regulations	Introduction of revised statutory starting points and a nationally consistent calculation method. Starting point for fines is £3,000 but with mitigations may be reduced to £2,500 minimum	Replaced with new matrix including set starting points and other factors including landlord type. Separated out this statement from the main policy with separate calculations for different types of offence.
Aggravating/ Mitigating Factors	None listed	Revised list including vulnerability factors, duration, severity, obstruction and risk level.	More structured and transparent penalty adjustments.

Table 4 Penalties penalty for a breach of minimum energy efficiency standards (MEES) (appendix 4)

Area	Current Policy	Proposed Policy	Change Detail
Legislative Framework and Offence Coverage	The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015	No change	No but separated out from the enforcement policy
Penalty Calculation			Introduction of revised statutory starting points and a nationally consistent calculation method. Separated out this statement from the main policy with separate calculations for different types of offence.
A) Letting a sub-standard property for less than 3 months	A) £1,000	A) £2,000	
B) letting a sub standard property for more than 3 months	B) £2,000	B) £4,000	
C) False or misleading	C) £500	C) £1,000	

information on the PRS Exemption Register			
D) Landlord fails to comply with compliance notice	D) £1,000	D) £2,000	

Table 5 Relevant Lettings Agency Legislation Civil Penalty Policy (Appendix 5)

Area	Current Policy	Proposed Policy	Change Detail
Legislative Framework and Offence Coverage	Tenant Fees Act 2019 Consumer Rights Act 2015 The Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014, made under the Enterprise and Regulatory Reform Act 2013 The Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2019, made under the Housing and Planning Act 2016	No change	No change but separated out from the enforcement policy
Penalty Calculation	One table of penalties for a first offence and a table for second/subsequent offences. All breaches under these provisions considered under the same procedure and matrix.	Introduction of revised statutory starting points and separation of different types of offence	Replaced with new matrix including set starting points and other factors including landlord type. Separated out this statement from the main policy with separate calculations for different types of offence.
Aggravating/Mitigating Factors	Culpability and impact considered amongst other factors Number of properties is considered	Revised list including vulnerability factors, duration, severity, obstruction and harm level.	More structured and transparent penalty adjustments.
Financial Assessment/Representation Consideration	Referred to but not prescriptive.	Expanded evidence requirements.	Increased burden on the penalty recipient to evidence their mitigations

4. Other options considered

- 4.1. Consideration was made to minor revisions of the existing policy only, but Officers consider this would not leave a sufficiently robust policy. This increases the risk of unsuccessful action, time lost on dealing with unsuccessful appeals and reduced income from penalties issued.
- 4.2. Consideration was also made to designing our own unique policy, however Officers judge that this would leave the Council with less support in relation to defending cases, whereas a more widely adopted policy allows support from other organisations.

5. Contribution to Strategic Aims

- 5.1. The revised policies meet the Council Plan commitment to put residents first. A large percentage of our population live in rented accommodation and these policies will help ensure the Council can offer services to support tenants and keep private rented accommodation in a suitable condition.
- 5.2. The Council Plan has established five priorities for the years 2025/28. The relevant priorities for this decision are:
 - Promote more equal communities in Reading;
 - Deliver a sustainable and healthy environment and reduce our carbon footprint;
 - Safeguard and support the health and wellbeing of Reading's adults and children.

Poor housing is one of the determinants of ill health. Tackling poor housing conditions helps us achieve this priority for our residents.

- Ensure Reading Borough Council is fit for the future.

Adopting these policies will allow the Council to provide more consistent enforcement, and for us to improve our enforcement processes taking advantage of support from Justice for Tenants. Utilising their suggested approach helps us future-proof the enforcement process, enabling us to utilise their resources to keep the policies updated.

6. Environmental and Climate Implications

- 6.1. The Council declared a Climate Emergency at its meeting on 26 February 2019 (Minute 48 refers).
- 6.2. In relation to energy use enforcement of energy standards, the policy includes dealing with heating and insulation and in particular part of the enforcement policies includes an update to policies relating to Minimum Energy Efficiency Standards in domestic properties, so there is a positive impact as energy use will be reduced or renewable energy sources will replace existing fossil fuel energy.
- 6.3. In relation to waste the policies indirectly support the Council's powers relating to waste in particular relating to licence conditions under Part 2 and Part 3 of the Housing Act 2004 (house in multiple occupation licensing and selective licensing of private rented properties), so there is a positive impact

7. Community Engagement

- 7.1. Due to the timescales since introduction of the guidance on the new legislation a consultation has not been possible.

- 7.2. Although the Regulators' Code does not apply to the Renters' Rights Act provisions it may apply to other aspects of the policy relating to existing environmental health legislation. A 6-week stakeholder consultation on the proposals is proposed, with officers to review and make amendments to the policy following feedback.

8. Equality Implications

- 8.1. The proposals are not expected to have a differential impact on people with protected characteristics (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex (gender) or sexual orientation), beyond the impact described below.
- 8.2. The proposals in the report will have a beneficial impact to residents in the private rented sector subject to the scheme(s), particularly those occupants of certain ages (particularly the very old and very young) who may be impacted more due to the risk of injury or poor health caused by poor housing conditions.
- 8.3. The improved housing conditions resulting from the proposal will support individuals at high risk of poor health outcomes, a priority in the Berkshire West Health and Wellbeing Strategy 2021-2030.

9. Other Relevant Considerations

- 9.1. None

10. Legal Implications

- 10.1. The Council, in its capacity as Local Housing Authority and as Weights and Measures Authority, has various enforcement powers in relation to property and business regulation which have been delegated to Officers. In some cases, the legislation provides a duty which requires us to take action in case of a breach and, in other cases, there is a power take action, which provides more discretion.
- 10.2. Officers with delegated enforcement powers have powers "to sign all necessary documents, determine applications, authorise payments, authorise prosecutions, implement national agreements, issue and serve statutory and other notices, authorise entry to land in pursuance of statutory powers, and take statutory action".
- 10.3. Under the Council's Constitution, the power to institute prosecutions and proceedings are delegated to the Director of Legal and Governance.

11. Financial Implications

- 11.1. The Council received £82,008.27 of New Burdens funding in relation to Renters Rights Act in 2025/26 which will be split 50:50 between General Fund Housing and Private Sector Housing (DEGNS). A further allocation of £115,625 has been announced for 2026/27 as part of the consolidated Homelessness, Rough Sleeping and Domestic Abuse grant. The allocation reduces to £54,441 in 2027/28 and to nil in 2028/29.
- 11.2. There is a potential for increased income from financial penalties, but it would not be appropriate to set an income target. This is because the issuing of a penalty must be based on available evidence and public interest tests and the amount of penalty must be based on the facts of each case.
- 11.3. The proposals contained in this report will make decision making and the issuing of financial penalties more robust and provide access to a network of assistance particularly from Justice for Tenants who provide the Council with up to £2,000 of free advice. It will also provide access to updates through them which may be required as caselaw develops.

- 11.4. Income received from civil penalties must be used by local housing authorities to meet costs and expenses incurred in or associated with their private rented sector enforcement functions. Income that is not used for this purpose must be paid to Central Government. The implementation of this scheme is expected to be cost neutral.

12. Timetable for Implementation

- 12.1. Following a 6 week stakeholder consultation the policies will come into force on 1 May 2026, the existing policy will remain in force for offences prior to that date (which will be a transitional period of approximately 6 months).
- 12.2. Enforcement action may take place at any time following the 1 May 2026 depending on the time relevant offences are encountered and the time to investigate, which may vary depending on the complexity of the case

13. Background Papers

- 13.1. There are none.

Appendices –

1. Housing Standards Enforcement Policy.
2. Housing Standards Civil Penalty Procedure.
3. Statement of Principles for a penalty under Part 4 of The Smoke and Carbon Monoxide Alarm (England) Regulations 2015.
4. Statement of Principles for a penalty for a breach of minimum energy efficiency standards (MEES) with respect to domestic privately rented property.
5. Relevant Lettings Agency Legislation Civil Penalty Procedure.

Housing Standards Enforcement Policy

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

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

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

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

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

In this policy, the term 'landlord' should be read as including

- letting agents,
- managing agents,
- licensors,
- property owners,
- directors of corporate landlords, and
- any other person involved in the letting or management of privately rented accommodation;

The terms 'House of Multiple Occupation' or 'HMO' are defined by the Housing Act 2004.

In cases where the legislation referred to is not yet commenced or in force, it shall apply from the date when it is in force.

Aims of the Policy

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

The Renters Rights Act and the 'Landlord Legislation' (as defined by S107) sit outside of the Regulators' Code, and its provisions do not apply. Part 1 of the Housing Act 2004 is also outside of the code's scope. Notwithstanding this, the following legislation and its enforcement does come within the Legislative and Regulatory Reform (Regulatory Functions) Order 2007 and is therefore within the scope of the Regulators Code and the principles of good regulation:

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

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

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

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

Approach to Enforcement

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

In some cases the relevant legislation produced a duty for the Council to take certain action, in other cases there is a power to take action.

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

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

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

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

The Council will take formal enforcement action in the first instance for breaches in scope of the Renters Rights Act 'Landlord Legislation'.

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

Investigatory powers

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

Power to Investigate

S114 Renters' Rights Act 2025 gives the Council power to issue a notice to a relevant person to require the person to provide specified information to the Council. This notice may be given to any person with an estate or interest in the land; the licensor; their agents; or a marketer of a property. It may be given in regard to any offence under the following Legislation:

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

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

S115 Renters' Rights Act 2025 permits the Council when it reasonably suspects a breach of the Rented Accommodation Legislation to issue a notice to any person requiring them to provide the information specified. This may only be done to investigate whether a breach has occurred under the Rented Accommodation Legislation, or to determine the amount of a penalty. For the purposes of this section, the Rented Accommodation Legislation means:

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

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

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

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

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

Schedule 5, Consumer Rights Act 2015 investigatory powers apply in respect of:-

- Tenant Fees Act 2019 (prohibited payments)
- Part 3 of Chapter 3 Consumer Rights Act 2015(duty to publish fees etc.)

Entry to Premises

Council officers have powers of entry into premises under various statutes, including:

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

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

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

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

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

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

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

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

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

Informal action

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

In cases where officers visit an address, whether this is a result of a landlord's failure to adequately resolve a highlighted issue or as part of an audit or other investigation, written or verbal advice may be deemed sufficient should the inspection highlight only very minor deficiencies. Where written advice is deemed appropriate by the Council and is provided, timescales will normally be included to undertake any specified work or actions.

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

Formal action

If formal action is considered appropriate, a range of formal are available to the Council. These include:

Housing Act 2004 Part 1

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

Work in default

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

Emergency or suspended enforcement action

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

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

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

HMO Licence Conditions

Conditions can be added to HMO licences to require work to meet specified standards. The Council may apply conditions to individual licences with respect to the use, management and occupation of the HMO, where appropriate, and may seek evidence of compliance with conditions at any time.

In general, authorities should seek to identify, remove or reduce category 1 or category 2 hazards in the house by the exercise of Part 1 functions and not by means of licence conditions however this does not prevent the authority from imposing licence conditions relating to the installation or maintenance of facilities or equipment even if the same result could be achieved by the exercise of Part 1 functions;

The Council will determine the number of people an HMO is licensed for in accordance with compliance with the relevant adopted standards and national guidance detailing room sizes and kitchen and bathroom facilities. The Council will generally determine the suitability of occupation of a licensable HMO based on the property's current rather than future suitability.

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

Licences may also be time-limited based on the proposed licence holder's history including management, compliance and fit and proper person status.

Interim and Final Management Orders

Management Orders enable the Council, or a partner, to take over the management of a residential property and become responsible for running the property and collecting rent for up to a year. In extreme cases this can be extended as a Final Management Order, with the Council having powers to grant tenancies. The Residential Property Tribunal will be responsible for authorising any such order.

The Council will only use these powers in exceptional circumstances. Where there is no prospect of a HMO being licensed, the Act requires the Council to make an Interim Management Order.

Other Legislative alternatives

There may be other legislative remedies available to remedy deficiencies and hazards which an authority may choose as a more appropriate enforcement approach.

Prosecution

Where a Civil Financial Penalty is an available alternative to prosecution, the Council will only consider using its power to prosecute under Part 1 Housing Act 2004 in more serious cases. The decision to prosecute will be determined by the evidential strength of the Council's case and the relevant public interest factors set down by the Director of Public Prosecutions in the Code for Crown Prosecutors.

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

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

Civil Financial Penalties for specified offences

Civil Financial Penalties may be issued by the Council, including for breaches of the below housing law.

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

- Unlawful eviction and harassment of occupier as defined under the Protection from Eviction Act 1997
- Failure to comply with an Improvement Notice [s30 Housing Act 2004]
- Offences in relation to licensing of Houses in Multiple Occupation (HMOs) [s72 Housing Act 2004]
- Offences in relation to the Selective Licensing of 'houses' [s95 Housing Act 2004]
- Failure to comply with an Overcrowding Notice [s139 Housing Act 2004]
- Failure to comply with a management regulation in respect of an HMO [s234 Housing Act 2004]
- Offences in relation to Regulation 3 of the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020
- Failure to comply with a banning order [s21 Housing and Planning Act 2016]
- Failure to give a written statement of terms under section 16D of the Housing Act 1988
- Failure to give an existing tenant information about changes made by the Renters' Rights Act under paragraph 7(2) of schedule 6 to the Renters' Rights Act 2025
- Attempting to let a property for a fixed term under section 16E of the Housing Act 1988
- Attempting to end a tenancy orally or by service of a notice to quit under section 16E of the Housing Act 1988
- Serving an eviction notice that attempts to end a tenancy outside the prescribed section 8 process under section 16E of the Housing Act 1988
- Relying on a ground where the person does not reasonably believe that the landlord is/will be able to obtain possession under section 16E of the Housing Act 1988
- Relying on a ground knowing the landlord would not be able to obtain possession or being reckless as to whether they would under section 16J of the Housing Act 1988
- Failing to provide a tenant with prior notice that a ground which requires it may be used under section 16E of the Housing Act 1988
- Reletting or remarketing a property before expiry of the 12 month no-let period after using the moving and selling grounds under sections 16E and 16J of the Housing Act 1988
- Discriminating against prospective tenants during the letting process on the grounds that those tenants are in receipt of benefits or have children under sections 33 and 34 of the Renters' Rights Act 2025
- Marketing a letting without stating the proposed rent under section 56 of the Renters' Rights Act 2025
- Inviting or encouraging any person to offer to pay an amount of rent under the proposed letting that exceeds the stated rent under section 56 of the Renters' Rights Act 2025
- Accepting an offer from any person to pay an amount of rent under the proposed letting that exceeds the stated rent under section 56 of the Renters' Rights Act 2025

And are proposed to come into operation for

- Offences in relation to the PRS database [Part 2, Chapter 3 Renters' Rights Act 2025]
- Offences in relation to the landlord ombudsman [Part 2, Chapter 2 Renters' Rights Act 2025]
- Breach of the decent homes standard [Part 3, Renters' Rights Act 2025]

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

Rent Repayment Orders

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

Where a landlord has been convicted or received a Civil Financial Penalty in respect of the offence, the Tribunal must award the maximum applicable amount, except in exceptional circumstances. This power will be considered in response to all qualifying offences and where there is sufficient evidence for a successful application to the First Tier Tribunal.

The qualifying offences are:

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

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

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

Banning Orders

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

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

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

- The harm, or potential harm, caused to the tenant;

- The need to punish the offender;
- The need to deter the offender from repeating the offence;
- The need to deter others from committing similar offences.

Costs and Charges

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

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

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

Complaints

The following complaints fall outside of scope of the Council's corporate complaints scheme, where to do so would prejudice any of the following investigations

- Court proceedings;
- Tribunals;
- Disciplinary proceedings; or
- Criminal proceedings.

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

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

Changes to this policy

Changes to policy and delivery may be required from time to time. The Assistant Director of Planning, Transport and Public Protection has delegated authority to make changes to this policy.

END OF POLICY

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

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

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

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

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

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

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

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

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

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

- Unlawful eviction and harassment of occupier under section 1 of the Protection from Eviction Act 1977.
- Continuation of conduct subject to a relevant penalty (under s.16I or s.16K Housing Act 1988) after the 28-day period (or, if appealed, after conclusion of the appeal) where the final notice has not been withdrawn under section 16J of the Housing Act 1988
- Conduct giving rise to liability under s.16I, where within the preceding five years the landlord has either (i) had a relevant penalty (under s.16I or s.16K Housing Act 1988) imposed for different conduct and the final notice has not been withdrawn, or (ii) been convicted under s.16J for different conduct under section 16(J) of the Housing Act 1988.
- Relying on a ground knowing the landlord would not be able to obtain possession or being reckless as to whether they would under section 16J of the Housing Act 1988.
- Breach of restrictions relating to reletting (s16(E)(2) Housing Act 1988) or remarketing (s16(E)(3) Housing Act 1988) a property within restricted period after using Grounds 1 or 1A of Schedule 2 Housing Act 1988 under section 16J of the Housing Act 1988.
- Breach of a banning order under section 21 of the Housing and Planning Act 2016.
- Failure to comply with an Improvement Notice under section 30 of the Housing Act 2004.
- Contravention of an overcrowding notice under section 139 of the Housing Act 2004.
- Failure to obtain a selective licence under section 95 of the Housing Act 2004.
- Failure to obtain an HMO licence under section 72 of the Housing Act 2004.
- Knowingly permitting over-occupation of an HMO under section 72 of the Housing Act 2004.
- Failure to comply with management regulations in respect of HMOs under section 234 of the Housing Act 2004.
- Failure to comply with HMO licence conditions under section 72 of the Housing Act 2004.
- Failure to comply with selective licence conditions under section 95 of the Housing Act 2004.

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

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

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

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

The Council considers the need for transparency and consistency to be of primary importance to ensure fairness in the discharge of its functions. The general objective of this policy is, therefore, to promote both transparency and consistency in the imposition of financial penalties so that those

involved in the letting or management of accommodation (a) know how the Council will generally penalize relevant breaches and offences and (b) are assured that, generally, like cases will be penalized similarly, and different cases penalized differently.

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

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

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

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

Statutory Guidance

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

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

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

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

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

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

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

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

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

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

Civil Penalties Matrix

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

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

Starting point based on seriousness of the breach or offence

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

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

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

In particular, a higher degree of professionalism is expected of landlords who:

- Control, own, or manage a significant portfolio of properties;
- Have significant experience in the letting or management of property;
- Are or have been involved in the letting or management of Houses in Multiple Occupation (HMOs);
- Are corporate landlords; or
- Are or have been directors of corporate landlords.

An upward adjustment of 20% of the applicable starting point will be applied where the landlord meets any one or more of the following criteria:

- The landlord has, at any point in time, controlled, owned, or managed six or more properties. These properties need not have been held concurrently or at the time civil penalty proceedings are brought.
- The landlord has, at any point in time, controlled, owned, or managed three or more properties that operated as HMOs, whether or not concurrently.
- The landlord is, or has previously been, a director of a corporate landlord.
- The landlord is a corporate landlord.
- The landlord has, in the Council’s assessment and by reference to the available evidence, significant experience in the letting or management of property.

A downward adjustment of 20% of the applicable starting point will be applied only where all of the following criteria are met:

- The landlord has, at any point in time, controlled, owned, or managed no more than two properties.
- The landlord has controlled, owned, or managed no more than one property that has operated as an HMO, at any point in time.
- The landlord has, in the Council’s assessment and by reference to the available evidence, very limited experience in the letting or management of property.

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

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

General approach

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

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

Mitigating factors

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

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

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

Steps taken to remedy the basis of the breach or offence

Non-exhaustive examples include:

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

A high level of cooperation

Non-exhaustive examples include:

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

Acceptance of liability

Non-exhaustive examples include:

- Accepting liability before or within the period for representations.

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

Health circumstances

Non-exhaustive examples include:

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

Diminished culpability (limited responsibility)

Non-exhaustive examples include:

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

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

Aggravating factors

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

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

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

Previous history of non-compliance.

Non-exhaustive examples include:

- Previous successful prosecutions (including relevant spent convictions), previous civil penalties, previous rent repayment orders, previous works in default, previous simple cautions.
- Concurrent investigations or proceedings relating to other civil penalties, prosecutions, or rent repayment orders will not be treated as previous non-compliance.

Non-cooperation with the Council.

Non-exhaustive examples include:

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

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

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

Deliberate intent or negligence when committing the offence.

Non-exhaustive examples include:

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

The number of occupants affected.

Non-exhaustive examples include:

- 3-5 occupants affected.

Duration of non-compliance.

Non-exhaustive examples include:

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

Vulnerability of occupants

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

Financial considerations

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

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

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

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

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

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

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

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

The totality principle

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

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

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

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

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

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

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

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

Protection from Eviction Act 1977 offences

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

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

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

Housing Act 1988 breaches and offences

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

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

Offence-specific mitigating factors:

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

Offence-specific aggravating factors:

- None.

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

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

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

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- Tenant vacates property within four months of the date of vacation or equivalent specified in the notice to quit.

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

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- Tenant vacates property within four months of the date of vacation or equivalent specified in the notice to quit.

Serving a possession notice that attempts to end a tenancy outside the prescribed section 8 process - section 16E(1)(d) of the Housing Act 1988

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- Tenant vacates property within four months of the date of vacation or equivalent specified in the notice to quit.

Relying on a ground where the person does not reasonably believe that the landlord is, will, or may be able to obtain possession on that ground and the tenant(s) surrendered the tenancy within the period of four months beginning with the date of the contravention, without an order for possession of the dwelling-house being made - section 16E(1)(e) of the Housing Act 1988

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

Failing to provide a tenant with prior notice that a ground which requires it may be used - section 16E(1)(f) of the Housing Act 1988

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

Failure to give an existing tenant prescribed information about changes made by the Renters' Rights Act 2025 in the prescribed form and timeframe - paragraph 7(2) of schedule 6 to the Renters' Rights Act 2025

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

Offence-specific mitigating factors:

- Provision of some of the required prescribed information within the required period.
- Provision of prescribed information but not in the prescribed form.

Offence-specific aggravating factors:

- None.

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

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

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

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

Offence-specific mitigating factors:

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

Offence-specific aggravating factors:

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

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

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

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

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

Housing and Planning Act 2016 offences

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

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

Offence-specific mitigating factors:

- A single, isolated incident.

Offence-specific aggravating factors:

- Concealment or evasion.

Renters Rights Act 2025 breaches

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

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

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

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

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

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

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

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

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

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

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

Offence-specific mitigating factors:

- The report or record evidences that the electrical installations were compliant at all points.

Offence-specific aggravating factors:

- The number or nature or severity of the issues observed on the report or record.

Failure to comply with The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 Regulation 3: (1)(a), (1)(b), (1)(c), (3)(a), (3)(c), (3)(ca), (5)(b), (5)(c). Regulation 3B: (1)(a), (1)(b), (1)(c). Regulation 3C: (1), (2)(a). Regulation 3D: (d), (e)

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

Offence-specific mitigating factors:

- The report or record evidences that the electrical installations were compliant at all points.

Offence-specific aggravating factors:

- The number or nature or severity of the issues observed on the report or record.

Failure to comply with The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 Regulation 3: (4), (5a), (6). Regulation 3C: (2)(b), (4)

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- The number or nature or severity of the issues observed on the report or record.

Housing Act 2004 offences

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

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

Offence-specific mitigating factors:

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

Offence-specific aggravating factors:

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

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

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

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- The level of overcrowding present.

Failure to obtain a selective licence - section 95(1) of the Housing Act 2004

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£12,000	£40,000	£9,600	£12,000	£14,400

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- The landlord has knowledge or experience of licensing requirements.

Failure to obtain an HMO licence - section 72(1) of the Housing Act 2004

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£17,000	£40,000	£13,600	£17,000	£20,400

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- The landlord has knowledge or experience of licensing requirements.
- The condition of the unlicensed property.

Knowingly permitting over-occupation of an HMO - section 72(2) of the Housing Act 2004

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

Offence-specific mitigating factors:

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

Offence-specific aggravating factors:

- The level of over-occupation present.

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

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

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

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

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

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

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

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

Offence-specific mitigating factors:

- The nature and extent of offences within the specific regulation

Offence-specific aggravating factors:

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

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

Offence-specific mitigating factors:

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

Offence-specific aggravating factors:

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

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

Offence-specific mitigating factors:

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

Offence-specific aggravating factors:

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

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

Offence-specific mitigating factors:

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

Offence-specific aggravating factors:

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

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

Offence-specific mitigating factors:

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

Offence-specific aggravating factors:

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

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

Offence-specific mitigating factors:

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

Offence-specific aggravating factors:

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

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

Offence-specific mitigating factors:

- The nature and extent of offences within the specific regulation

Offence-specific aggravating factors:

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

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

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

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

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

Failure to comply with licence conditions related to:

- *Signage or the provision of information for tenants*
- *Provision of written terms of occupancy for tenants*
- *Procedures regarding complaints*
- *Procedures regarding vetting of incoming tenants*
- *Compliance with deposit protection legislation*
- *The recording and provision of information regarding rent payments*
- *Procedures relating to rent collection*
- *The provision of information regarding occupancy of the property*
- *The provision of information regarding change of managers or licence holder details*
- *The provision of information regarding licence holder being overseas*
- *The provision of information related to changes in the property*
- *Requirements relating to the sale of the property*
- *Attending training courses*
- *Requirements to hold insurance*

- *The provision of insurance documentation*
- *The provision of or obtaining of suitable references*
- *The provision of keys and alarm codes*
- *Security provisions for access to the property*
- *The provision of suitable means for occupiers to regulate temperature*
- *Carrying out items on a schedule of works not otherwise mentioned in the HMO licence conditions section of this policy, relating to non-compliance with items on a schedule of works*

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

Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

Failure to comply with licence conditions related to:

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

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

Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

Failure to comply with licence conditions related to:

- *The provision of documentation or declarations regarding energy performance certificates, fire detection and prevention, emergency lighting, carbon monoxide detection, fire risk assessments, gas installations, electric installations and appliances*
- *Notification of legal proceedings, contraventions and other relevant information that may affect a fit and proper person status*
- *Procedures and actions regarding antisocial behaviour (ASB)*
- *Carrying out items in relation to the provision of amenities including (but not limited to) personal hygiene facilities, kitchen facilities or heating*

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

Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

Failure to comply with licence conditions related to:

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

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

Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

Failure to comply with licence conditions related to:

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

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

Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

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

Notice of intent

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

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

Right to make written representations

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

Decision after the representations period

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

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

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

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

Final notice

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

The final notice will set out:

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

Discount for prompt payment

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

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

Illustrative example of the application of the discount

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

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

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

Appeals

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

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

An appeal to the First-tier Tribunal is by way of a re-hearing of the Council's decision. In determining an appeal, the Tribunal may have regard to matters of which the Council was unaware at the time the decision to impose the civil penalty was made. The Tribunal may dismiss an appeal if it is satisfied that the appeal is frivolous, vexatious, an abuse of process, or has no reasonable prospect of success.

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

On determination of an appeal, the Tribunal may:

- Confirm the civil penalty

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

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

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

Appendix 3 – Statement of principles for a penalty under Part 4 of The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 (“the Regulations”)

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

The Regulations introduced legal requirements on relevant landlords to:

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

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

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

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

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

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

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

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

- Evidence obtained from a property inspection
- Evidence provided by the tenant or agent

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

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

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

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

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

Determining the amount of the penalty charge for a first breach

The minimum amount of a penalty charge for a first breach of the Regulations will be £2,500. The starting level of a penalty charge for a first breach of the Regulations will be £3,000. The penalty charge amount will then be varied depending on aggravating and mitigating factors.

Aggravating factors include, but are not limited to:

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

Mitigating factors include, but are not limited to:

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

Determining the amount of the penalty charge for a subsequent breach

The penalty for subsequent breaches by the same landlord will be £5,000.

Appendix 4: Statement of principles for a penalty for a breach of minimum energy efficiency standards (MEES) with respect to domestic privately rented property

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

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

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

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

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

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

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

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

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

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

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

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

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

The Council will impose the following financial penalties:

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

The Council may not impose a financial penalty under both subsections (a) and (b) above in relation to the same breach of the Regulations. But they may impose a financial penalty under either

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

Relevant Lettings Agency Legislation Civil Penalty Policy

Tenant Fees Act 2019

Consumer Rights Act 2015

The Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014, made under the Enterprise and Regulatory Reform Act 2013

The Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2019, made under the Housing and Planning Act 2016

Reading Borough 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 as amended:-

- The Tenant Fees Act 2019,
- Chapter 3 of Part 3 of the Consumer Rights Act 2015 as it applies in relation to dwelling houses in England
- An order under Section 83(1) or 84(1) of the Enterprise and Regulatory Reform Act 2013; and
- Regulations under Sections 133 – 135 of the Housing and Planning Act 2016.

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

- In respect of a breach of s1 or s2, or a breach of Schedule 2 of the Tenant Fees Act 2019, a financial penalty not exceeding £5,000 for a first breach and not exceeding £30,000 for 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 £30,000.00
- 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.

The Council will determine what is the most appropriate and effective sanction and whether it is appropriate to impose a financial penalty or prosecute having due regard to the Enforcement Policy.

The Ministry of Housing, Communities & Local Government (“MHCLG”) has published guidance for enforcement authorities in respect of the Tenant Fees Act 2019 - “Tenant Fees Act 2019: Statutory Guidance for enforcement authorities” and in respect of Client Money Protection Requirements – “Mandatory Client money protection for property agents – enforcement guidance for local authorities” This is statutory guidance to which enforcement authorities must have regard to when considering to impose a financial penalty. This statutory guidance recommends certain factors that an enforcement authority should take into account when deciding on the level of financial penalty to impose and further recommends that enforcement authorities develop and document their own Policy on determining the appropriate level of financial penalty in a particular case.

In accordance with the provisions of the Tenant Fees Act & Client Money Protection statutory guidance, the following factors should be considered by an enforcement authority 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 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.

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.

The Council’s process for determining the level of penalty to set

Determining the category

The Council will determine the breach category using 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 has/had a high public profile 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. A wide definition of vulnerability will be used

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)

We will define harm widely and victims may suffer financial loss, damage to health or psychological distress (especially vulnerable cases). There are gradations of harm within all of these categories.

The nature of harm will depend on personal characteristics and circumstances of the victim and the assessment of harm will be an effective and important way of taking into consideration the impact of a particular breach on the victim.

In some cases no actual harm may have resulted and the enforcement authority will be concerned with assessing the severity of the misconduct; it will consider the likelihood of harm occurring and the gravity of the harm that could have resulted. Some breaches cause harm to the community at large (instead of or as well as to an individual victim) and may include economic loss, harm to public health, or interference with the administration of justice.

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.

The tables below give the starting points, minimum and maximum financial penalties for each harm category and level of culpability for each type of breach

Below is a list of some, but not all factual elements that provide the context of the breach and factors relating to the Landlord or Agent. The Council will identify whether any combination of

these, or other relevant factors, should result in an upward or downward adjustment from the starting point. In particular, relevant recent convictions are likely to result in a substantial upward adjustment. In some cases, having considered these factors, it may be appropriate to move outside the identified category range which will not exceed the statutory maximum permitted in any case.

Factors increasing seriousness

Aggravating factors:

- Previous breaches of the TFA 2019 or relevant letting agency legislation
- Previous convictions, having regard to: the nature of the offence to which the conviction relates and its relevance to the current breach; and, the time that has elapsed since the conviction. This may include (but is not restricted to) breaches Housing law or landlord and tenant related Offences, Offences involving fraud, Offences in which the victim has been deprived of money, property or other benefit by misrepresentation/deception on the part of the offender, Offences involving violence Offences involving sexual offences, Unlawful discrimination, Modern Slavery / Human Trafficking Offences involving the recruitment, transportation, transfer, harbouring or receipt of persons, by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control of another person, for the purpose of exploitation.
- Motivated by financial gain
- Deliberate concealment of illegal nature of activity
- Established evidence of wider / community impact
- Obstruction of the investigation
- Record of poor compliance
- Refusal of advice or training or to become a member of an accreditation scheme or trade body

Factors reducing seriousness or reflecting personal mitigation

- No previous or no relevant/recent breaches
- No previous convictions or no relevant/recent convictions
- Steps voluntarily taken to remedy problem
- High level of co-operation with the investigation, beyond that which will always be expected • Good record of relationship with tenants
- Self-reporting, co-operation and acceptance of responsibility
- Good character and/or exemplary conduct
- Mental disorder or learning disability, where linked to the commission of the breach
- Serious medical conditions requiring urgent, intensive or long-term treatment and supported by medical evidence

General principles to consider in setting a penalty

The Council will finalise the appropriate level of penalty so that it reflects the seriousness of the offence and the Council must take into account the financial circumstances of the Landlord or Agent if representations are made by the Landlord or Agent following the issue of a Notice of Intent. The level of financial penalty should reflect the extent to which the conduct fell below the required standard. The financial penalty should meet, in a fair and proportionate way, the objectives of punishment, deterrence and the removal of gain derived through the commission of the breach; it should not be cheaper to breach than to take the appropriate precautions and a fundamental principle involved is that there should be no financial gain to the perpetrator from the commission of the breaches. If issuing a financial penalty for more than one breach, or where the offender has already been issued

with a financial penalty, The Council will consider whether the total penalties are just and proportionate to the offending behaviour and will have regard to the factors in totality principles below.

Any quantifiable economic benefit(s) derived from the breach, including through avoided costs or operating savings, should normally be added to the total financial penalty arrived at in step two, providing it doesn't increase the penalty over the prescribed maximum. Where this is not readily available, the Council may draw on information available from enforcing authorities and others about the general costs of operating within the law. Whether the penalty will have the effect of putting the offender out of business will be relevant but in some serious cases this might be an acceptable outcome.

Reductions

The Council will consider any factors which indicate that a reduction in the penalty is appropriate and in so doing will have regard to the following factors relating to the wider impacts of the financial penalty on innocent third parties; such as (but not limited to):

- The impact of the financial penalty on the Landlord or Agent's ability to comply with the law or make restitution where appropriate
- The impact of the financial penalty on employment of staff, service users, customers and the local economy.

The following factors will be considered in setting the level of reduction. When deciding on any reduction in a financial penalty, consideration will be given to:

- The stage in the investigation or thereafter when the offender accepted liability
- The circumstances in which they admitted liability
- The degree of co-operation with the investigation

The maximum level of reduction in a penalty for an admission of liability will be one-third. In some circumstances there will be a reduced or no level of discount. This may occur for example where the evidence of the breach is overwhelming or there is a pattern of breaching conduct. Any reduction should not result in a penalty which is less than the amount of gain from the commission of the breach itself.

The Council will issue a Notice of Intent where required by the legislation, this will contain the amount of the proposed penalty, the reason for imposing the penalty and information about the right to make representations concerning the penalty.

The Council should review the penalty and, if necessary adjust the initial amount reached at, and represented in the Notice of Intent, to ensure that it fulfils the general principles set out in this policy.

Obtaining financial information

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

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

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

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

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

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

The 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. In setting a financial penalty, the Council may conclude that the Landlord or Agent is able to pay any financial penalty imposed unless the Council has obtained, or the Landlord or Agent has supplied, any financial information to the contrary. The subject of a Final Notice, or a Notice of Intent where the subject does not challenge it, will be expected to disclose to the Council such data relevant to his/her financial position to facilitate an assessment of what that person can reasonably afford to pay. Where the Council is not satisfied that it has been given sufficient reliable information, the Council will be entitled to draw reasonable inferences as to the person's means from evidence it has received, or obtained through its own enquiries, and from all the circumstances of the case which may include the inference that the person can pay any financial penalty.

Totality of breaching conduct

Where more than one financial penalty has been considered, the Council should consider the following guidance from the Sentencing Council's definitive guideline on 'Offences Taken into Consideration and Totality' which appears to the Council to be an appropriate reference and guide. As

the total financial penalty is inevitably cumulative the Council should determine the financial penalty for each individual breach based on the seriousness of the breach and taking into account the circumstances of the case including the financial circumstances of the Landlord or Agent so far as they are known, or appear, to the Council. The Council should add up the financial penalties for each offence and consider if they are just and proportionate. If the aggregate total is not just and proportionate the Council should consider how to reach a just and proportionate total financial penalty. There are a number of ways in which this can be achieved.

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

Financial Penalty in the case of a first breach in respect of Prohibited Payments. The table below gives the starting points, 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.

Culpability	Harm likelihood	Starting point (£)	Min (£)	Max (£)
Low	Low	1250	250	2250
Low	Medium	1500	500	2500
Low	High	1750	750	2750
Medium	Low	2000	1000	3000
Medium	Medium	2250	1250	3250
Medium	High	2500	1500	3500
High	Low	2750	1750	3750
High	Medium	3000	2000	4000
High	High	3250	2250	4250
Very high	Low	3500	2500	4500
Very high	Medium	3750	2750	4750
Very high	High	4000	3000	5000

Financial Penalty in the case of a second or subsequent breach in respect of Prohibited Payments within 5 years of a previous breach. The table below gives the starting points, 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 £30000.

Culpability	Harm category	Starting point (£)	Min (£)	Max (£)
Low	Low	3500	2000	8000
Low	Medium	6500	4000	10000
Low	High	8500	4500	15000
Medium	Low	6500	4750	17000
Medium	Medium	10500	5000	20000
Medium	High	12500	5500	22000
High	Low	10500	5500	20000
High	Medium	15000	6250	24000
High	High	18000	7000	26000
Very high	Low	15000	7000	24000
Very high	Medium	17500	7250	28000
Very high	High	20000	7500	30000

Financial Penalty in the case of a breach in respect of Publication of Fees. The table below gives the starting points, 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.

Culpability	Harm category	Starting point (£)	Min (£)	Max (£)
Low	Low	1250	250	2250
Low	Medium	1500	500	2500
Low	High	1750	750	2750
Medium	Low	2000	1000	3000
Medium	Medium	2250	1250	3250
Medium	High	2500	1500	3500
High	Low	2750	1750	3750
High	Medium	3000	2000	4000
High	High	3250	2250	4250
Very high	Low	3500	2500	4500
Very high	Medium	3750	2750	4750
Very high	High	4000	3000	5000

Financial Penalty in the case of a breach in respect of Membership of a Redress Scheme. The table below gives the starting points, 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.

Culpability	Harm category	Starting point (£)	Min (£)	Max (£)
Low	Low	1250	250	2250
Low	Medium	1500	500	2500
Low	High	1750	750	2750
Medium	Low	2000	1000	3000
Medium	Medium	2250	1250	3250
Medium	High	2500	1500	3500
High	Low	2750	1750	3750
High	Medium	3000	2000	4000
High	High	3250	2250	4250
Very high	Low	3500	2500	4500
Very high	Medium	3750	2750	4750
Very high	High	4000	3000	5000

Financial Penalty in the case of a breach in respect of a failure to obtain membership of a Client Money Protection Scheme The table below gives the starting points, 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 £30000.

Culpability	Harm category	Starting point (£)	Min (£)	Max (£)
Low	Low	3500	2000	8000
Low	Medium	6500	4000	10000
Low	High	8500	4500	15000
Medium	Low	6500	4750	17000
Medium	Medium	10500	5000	20000
Medium	High	12500	5500	22000
High	Low	10500	5500	20000
High	Medium	15000	6250	24000
High	High	18000	7000	26000
Very high	Low	15000	7000	24000
Very high	Medium	17500	7250	28000
Very high	High	20000	7500	30000

Financial Penalty in respect of a breach of transparency requirements of membership of a Client Money Protection Scheme (Regulation 4) The table below gives the starting points, 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.

Culpability	Harm category	Starting point (£)	Min (£)	Max (£)
Low	Low	1250	250	2250
Low	Medium	1500	500	2500
Low	High	1750	750	2750
Medium	Low	2000	1000	3000
Medium	Medium	2250	1250	3250
Medium	High	2500	1500	3500
High	Low	2750	1750	3750
High	Medium	3000	2000	4000
High	High	3250	2250	4250
Very high	Low	3500	2500	4500
Very high	Medium	3750	2750	4750
Very high	High	4000	3000	5000

END OF POLICY

Policy Committee

13 April 2026



Reading

Borough Council

Working better with you

Title	Block Planned Maintenance 2026–2034 – Procurement Route and Contract Award Approach
Purpose of the report	To make a decision
Report status	Public report
Executive Director/ Statutory Officer Commissioning Report	Melissa Wise, Executive Director, Communities & Adult Social Care
Report author	Joanna Fuller, Principal Building Surveyor
Lead Councillor	Cllr Matt Yeo - Lead Councillor for Housing
Council priority	Deliver a sustainable & healthy environment & reduce Reading's carbon footprint
Recommendations	<ol style="list-style-type: none"> 1. That delegated authority is granted to the Executive Director of Communities and Adult Social Care, in consultation with the Lead Councillor for Housing, the Director of Finance, and the Director of Legal and Democratic Services to: <ol style="list-style-type: none"> 1.1. Procure and enter a contract with the successful tenderer(s) for the Block Maintenance contract to be provided. The contract will be for up to 8 years (4-year initial term with extension provisions) with a total maximum value of £4.4m for the 8-year duration 1.2. Negotiate with the successful tenderer to mobilise the contract, vary the contract, extend the contract at the appropriate time, and otherwise contract manage the contract throughout its lifecycle.

1. Executive Summary

- 1.1. This report seeks approval to procure and award a cyclical planned maintenance contract for housing stock block properties, covering external and communal works over an up to eight-year programme (2026–2034) managed by Housing Repairs and Property Services. The most advantageous route to market is a call off via a compliant framework enabling a robust supplier field, a supported market engagement and expression of interest process. The intended contract is a Measured Term Contract designed for the construction industry, utilising the National Housing Federation Schedule of Rates which is industry standard and widely used in sourcing Housing Repairs and Property Services contracts managed by the service area.
- 1.2. Estimated annual value of this contract is £550,000 (£660,000 inc. VAT), funded from the Housing Revenue Account, based on the planned works budget annually approved at the Housing Neighbourhoods and Leisure Committee in each financial year.

2. Policy Context

- 2.1 There is no single national policy that prescribes specific works to individual properties; instead, national legislation and standards set minimum outcomes and statutory duties, including the Building Regulations, the Housing Act 2004 (Housing Health and Safety Rating System), the Decent Homes Standard, and the Homes (Fitness for Human Habitation) Act 2018.

- 2.2 The specific works required are determined locally, informed by stock condition surveys, compliance and risk assessments, and assessed need, including adaptations delivered under the Care Act 2014 and Disabled Facilities Grant (DFG) framework, alongside energy efficiency requirements such as Minimum Energy Efficiency Standards (MEES).
- 2.3 Specifically for external fabric the Landlord and Tenant act 1985 requires landlords to keep in good repair, the structure and exterior of homes. Planned cyclical external maintenance is essential for local authorities to protect building condition, prevent health and safety risks, ensure legal compliance, reduce long-term costs, and support positive regulatory outcomes. It forms a cornerstone of good asset management and is central to meeting the Regulator for Social Housing's standards around safe, decent, well-maintained homes. In addition, it is a factor in meeting Decent Homes Standards and is referenced in the Housing Ombudsmen's Complaint Handling Code: failing to maintain external elements often leads to service failure and findings of maladministration.

3. Current Position:

- 3.1. This contract will deliver essential cyclical planned maintenance to 284 housing owned blocks of flats. This contract will not include houses/bungalows outside of blocks, which will be managed and maintained by the direct service organisation (DSO) in collaboration with the existing contract for voids and planned works which was let in 2025.
- 3.2. The scope of this contract does not include the three Wensley Road tower blocks (193, 203 and 205) which have their own project of improvement underway, or the four Granville Road blocks (Elm, Oak Tree, Chestnut and Cedar) for which planning will commence for a standalone programme of works to meet the Building Safety Regulator requirements. Once all works have been completed according to the BSR requirements on these 7 blocks, they will be incorporated back into the cyclical external maintenance programmes and treated as service area business as usual stock.
- 3.3. The works commissioned under this contract will be external decorations such as painting and repointing, minor external maintenance such as window servicing, communal decorations internally to the blocks such as stairways and entrance ways, alongside communal flooring repairs and/or replacements where required. The contractor will also inspect roofing and report on the existing condition to allow the service to plan future roofing works in advance of a failure. These works allow the service area to reduce unplanned repairs, disrepair and damp and mould cases, extend the lifespan of assets, support compliance and enable adherence to decent homes standards improving the council's asset management. Improving tenant satisfaction relies on the area's ability to deliver this element of the service.
- 3.4. These works will allow the service area to adopt an enhanced proactive, strategic approach with a view to reduce both repairs and disrepair volumes and rebalance workload to focus on preventative maintenance and planned works. The data from this contract combined with decent homes will improve the council's understanding of its housing stock.

4. The Proposal:

- 4.1. A procurement options appraisal has been undertaken, and the following options have been analysed, with the recommended option being appraised as the most time efficient and robust method of competition within this strong healthy marketplace.
- 4.2. **Option Recommended:** A call off via compliant framework offers the service area a robust competition, strong supplier base for competition, Measured Term Contract (known as an MTC) supported, proportionate and efficient process. It will allow for a prompter competitive process to be run.
- 4.3. **Options Rejected:**
- Inhouse delivery was assessed but as it stands, there are insufficient internal resources to carry out works to houses and bungalows as well as the works to block properties. The internal resources were allocated to individual properties, as the programmes can be managed on a smaller scale allowing the teams to allocate these resources across more than one planned maintenance programme at a time (decorators for example, can be used in a kitchen replacement programme and an external painting programme in parallel). This contract will require a high volume of

resources deployed on a block at the same time which the winning contractor will be able to provide capacity for.

- Competitive Flexible Procedure was considered; this is both resource and time intensive at a time when the service area is focused on a lot of areas of improvement; and therefore, capacity for this option is limited.
- Open Tender was concluded to have longer timelines than the service had available for delivery of the works.

4.4. **Delivery and contract management.** The contract will include specific management requirements and key performance indicators based on service delivery, budget management, adherence to timescales, tenant communication and tenant satisfaction measures. There will also be performance reports on health and safety and adherence to any regulations and legislation as required. A clause for financial retention set at 5% on stage payments will be implemented, reducing to 2.5% on penultimate payment. Annual price fluctuations standard corporate insurance will be accounted for. As stated above in terms of the length of contract there will be robust performance-based extensions based on these measures, and clear change control.

5. Contribution to Strategic Aims

5.1. The Council Plan set out for 2025 to 2028 has established five key priorities and in delivering this contract, we will:

- Promote more equal communities in Reading - planned maintenance helps reduce inequality by ensuring that everyone—regardless of income, background or neighbourhood—has access to safe, warm, well-maintained homes.
- Secure Reading’s economic and cultural success - Housing condition directly contributes to the borough’s wider economic resilience and attractiveness.
- Deliver a sustainable and healthy environment and reduce our carbon footprint - Planned external maintenance is one of the most effective tools for meeting sustainability and decarbonisation goals by extending the life of building components and reducing waste associated with emergency repairs. It also protects the fabric of the homes, preventing damp and mould which reduce thermal performance.
- Safeguard and support the health and wellbeing of Reading’s adults and children - Housing quality is a determinant of physical and mental health. Planned maintenance ensures homes remain safe, dry, warm and structurally sound.

5.2. Ensure Reading Borough Council is fit for the future – Planned maintenance strengthens compliance with the Regulator for Social Housing, showing the council has strong asset management and data and improves tenant satisfaction and therefore trust in the council reducing complaints and reputational risk. The Housing & Communities Service aspires to deliver a common purpose of ‘supporting the life that matters to you’. This aims to ensure we tailor our services to meet the individual needs and aspiration of our tenants. Ensuring our Council stock is safe, efficient and well maintained aligns with this objective.

6. Environmental and Climate Implications

6.1. The Council declared a Climate Emergency at its meeting on 26 February 2019 (Minute 48 refers).

6.2. There are no environmental and climate implications. A Climate Impact Assessment has been carried out with a result of net nil as the overall rating.

7. Community Engagement

7.1. The nature of the stock in council owned blocks, is that some leasehold properties are in scope. A Qualifying Long-term Agreement (QLTA) will be put in place under Section 20 consultation process. Stage one of this consultation commenced on the 6th of February 2026 and is underway.

7.2. Included in the management of this contract, will be a communication plan for tenants, leaseholders and key stakeholders. This will be drafted during the implementation phase of the contract and

visited at monthly contract review meetings to ensure a good cadence is maintained and any tenant or engagement issues are raised regularly to allow them to be resolved.

8. Equality Implications

- 8.1. This contract will not lead to any direct or indirect discrimination, harassment, victimisation or any other conduct prohibited under the Equality Act 2010. It will not affect how people with protected characteristics access services. The outputs of this contract will improve the external standard of properties and we anticipate it will have a positive impact on our community.

9. Other Relevant Considerations

- 9.1. All considerations made have been laid out in the report.

10. Legal Implications

- 10.1. The competition process for this contract will be run in accordance with the appropriate procurement regulations under the Procurement Contract Regulations 2015 (PCR15) or Procurement Act, 2023, and contract terms will be drafted using standard construction terms under the compliant framework; those terms will be checked and approved by legal services.
- 10.2. In accordance with the Council Constitution, as the value of the framework is over £500,000 per year it is a key decision, it states under 13.3.2 'A Standing Committee may specifically delegate a key decision to an officer for them to make. In which case, the decision when taken by the officer, should be formally recorded by them'
- 10.3. Delegated authority to award the contracts following the procurement is therefore being sought from the Policy Committee.
- 10.4. Ann Ntephe , Principal Contracts Lawyer, has cleared these legal implications.

11. Financial Implications

- 11.1. Cyclical maintenance for external decoration and common area works including flooring are funded annually within the HRA budget envelope.
- 11.2. The annual budget for these works is made up of:
- 11.2.1. External Decorations budget totalling £1,000,000 per annum
 - 11.2.2. Common Areas budget totalling £200,000 per annum
 - 11.2.3. Capital works budget for Communal Flooring of £100,000 per annum.
- 11.3. This contract is expected to require £550,000 per annum based on previous spend in this area and analysis of the works needed against contractor rates used in the service in other areas.
- 11.4. The cyclical maintenance annual budgets, as outlined in 11.2, are built into the HRA 30 Year Business Plan, with the annual budgets uplifted for inflation in each year. The 2026/27 HRA Business Plan therefore has sufficient financial capacity built in to cover the value of this contract over the 8-year contract duration.
- 11.5. Richard Burden has cleared these financial implications.

12. Timetable for Implementation

- 12.1. The expected procurement timetable is as follows:

Stage one leaseholder consultation	06/02/2026
Issue expression(s) of interest to supply chain(s)	25/02/2026 return date 03/03/2026
Issue invitation to Tender (ITT)	17/03/2026
Tender clarification deadline	07/04/2026
Policy Committee decision	13/04/2026
Tender return date	14/04/2026
Evaluation Period 4 weeks	11/05/2026
Stage two leaseholder consultation	11/06/2026

Tender standstill period (end)	N/A
Notification of tender outcome to suppliers	11/06/2026
Contract mobilisation period	11/06/2026 – 31/06/2026
Contract commencement	01/07/2026

12.2. During the first month of the contract, an implementation plan will be developed collaboratively with the successful contractor which will present how they will deliver the programme to completion for year one, and annually there will be a review of process and performance to look at any changes for year two – and to look for continuous improvement opportunities This will be approved by Housing Repairs and Property Services and the Director of Housing Landlord Services. An initial plan will be submitted as part of the tender process, and this will then be developed in collaboration once the contract has been awarded.

12.3. The plan will include a communications plan for tenant engagement, relevant health and safety checks required for the properties, plan for phases of work and a process for inspection throughout the lifecycle of the works.

13. Background Papers

13.1. There are none.

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Policy Committee

13 April 2026



Reading
Borough Council
Working better with you

Title	Minster Quarter Central — Disposal of Open Space Land (Section 123 Local Government Act 1972)
Purpose of the report	To make a decision
Report status	Partly open to the public and part exempt - see reasons below
Executive Director/ Statutory Officer Commissioning Report	Executive Director for Economic Growth and Neighbourhood Services (Emma Gee)
Report author	Charan Dhillon, Director of Property & Asset Management
Lead Councillor	Councillor Leng, Deputy Leader of the Council and Lead Councillor for Planning & Assets
Council priority	All
Recommendations	<ol style="list-style-type: none"> 1. That having considered the outcome of the statutory advertising and with no objections received, Policy Committee approves the disposal of the open space land by way of the grant of long leases to McLaren Living Ltd to facilitate delivery of the Minster Quarter Central regeneration scheme, consistent with the January 2024 Policy Committee decision. 2. Delegate authority to the Executive Director for Economic Growth and Neighbourhood Services, in consultation with Assistant Director of Legal and Democratic Services, Director of Finance, Assistant Director for Asset and Property Management, Leader and Deputy Leader to finalise and complete all legal documentation required to give effect to the disposal.

This report contains exempt information within the meaning of the following paragraph of Part 1 of Schedule 12A of the Local Government Act 1972, as amended by the Local Government (Access to Information) Act 1985 and by the Local Government (Access to information) (Variation) Order 2006:

3. Information relating to the financial or business affairs of any particular person (including the authority holding that information)

And in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information because disclosure of the information could harm the commercial interests of the parties and impact or affect delivery of the regeneration or wider interests.

1 Executive Summary

- 1.1 In January 2024, Policy Committee selected McLaren Living Ltd as preferred bidder for Minster Quarter Central and authorised officers to proceed with the necessary statutory steps, under s.123(2A) of the Local Government Act 1972, to advertise the disposal of the open spaces for two consecutive weeks and consider any objections to the disposal of such open space land forming part of the site.
- 1.2 Statutory notices of the proposed disposal were published on 26 February 2026 and 5 March 2026 and a notice was also available to view on the Council's website.
- 1.3 No objections were received.
- 1.4 This report constitutes the 'further report' required under delegation 11(f) of the January 2024 decision, following completion of statutory notices and consideration of objections.
- 1.5 It now seeks Member approval to proceed with the disposal of the open space land by long leases to McLaren (Minster Quarter) Limited.

2 Policy Context

- 2.1 The January 2024 Policy Committee report confirmed the Council's strategy for Minster Quarter Central and the requirement for land assembly, including disposal of certain open space areas forming part of the development site necessary to facilitate the redevelopment.
- 2.2 This disposal aligns with the Minster Quarter Area Development Framework (SPD) and the Local Plan allocation (CR12e).

3 The Proposal

- 3.1 The Minster Quarter Central site includes parcels of public open space as shown edged red on the enclosed plan at Appendix 1.
- 3.2 The Minster Quarter Central Site must be disposed of under long leases to McLaren Living to enable delivery of a residential led mixed use development with new, enhanced public realm under the development proposals approved in January 2024. The disposal includes the parcels of open space land.
- 3.3 Under delegation 11(f) of the January 2024 Policy Committee decision, statutory notices of the proposed disposal of the parcels of open space land forming part of Minster Quarter Central regeneration site were to be published for two consecutive weeks in accordance with Section 123(2A) LGA 1972.
- 3.4 The Council published the required notices for two consecutive weeks on 26 February 2026 and 5 March 2026 .
- 3.5 No objections were received during the statutory notice period.

Options

3.6 There are two options available to the Council in relation to the disposal of the parts of the open spaces comprised in the Minster Quarter Central site:

- (a) Option 1 – Proceed with the disposal. This enables delivery of the proposed regeneration scheme approved by Policy Committee in January 2024.
- (b) Option 2 – Do not proceed. This option would frustrate the January 2024 decision and stall delivery of Minster Quarter Central regeneration.

3.7 Conclusion

Officers recommend proceeding with Option 1. The statutory requirements have been met with no objections. Disposal is required to deliver the approved regeneration scheme.

4 Contribution to Strategic Aims

4.1 Supports the housing, regeneration, cultural and economic priorities set out in the Corporate Plan.

4.2 Minster Quarter Central will provide new homes, enhanced public space, cultural infrastructure, and economic activity.

5 Environmental and Climate Implications

The disposal itself has no environmental implications. The environmental issues for the development were assessed in January 2024.

6 Community Engagement

6.1 The statutory consultation required for disposal of open space was completed through two consecutive week advertisements.

6.2 No objections were received.

6.3 In accordance with delegation 11(f) of the Policy Committee decision of January 2024, officers have considered the outcome and now return to Committee for the disposal decision.

7 Equality Implications

Equality issues were assessed in January 2024 and remain unchanged. The disposal itself has no adverse impact.

8 Other Relevant Considerations

No additional risks beyond those described in January 2024.

9 Legal Implications

9.1 Statutory requirements under s.123(2A) LGA 1972 have been met.

9.2 Delegation 11(f) required officers to publish notices, consider objections, and return to Committee for decision — this report completes that requirement.

9.3 Other legal implications and legal advice to the Council are in the exempt Part 2 of this report.

10 Financial Implications

10.1 There are no new financial implications beyond those covered in January 2024 report.

10.2 The key financial implication in that report is that “the Council’s core principle is that no additional resources other than the land and building asset values (and the associated partial loss of income from car parking) would be put into the development deal has been met.” The disposal of land is consistent with this principle.

11 Timetable for Implementation

11.1 Completion of statutory process: Completed

11.2 Policy Committee decision: 13 April 2026

11.3 Next steps: to be progressed in accordance with the proposed disposal

12 Background Papers

None.

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