

**These are some examples of common offences and some typical penalty levels that can be expected when following the proposed new policy.**

Note: There are further steps which may result in further discretionary adjustments, but these are indicative of the level of penalties that may be imposed. (Each case judged on its own merits).

Penalties cannot be imposed above the maximum allowed (£40,000) or for a Renters' Rights Act breach (£7,000). Penalties must exceed any profit arising from the offending behaviour and must be of a sufficient deterrent so can be adjusted upwards for this reason.

**a) Example of Step 2 calculation adjusting penalty amount for offence of failing to apply for a selective licence (national starting point of £12,000)**

*Typical case – Landlord did not apply for a licence on time or did not pay both parts of the full licence fee within specified time period. E.g. the Part 2 selective licence fee payment of £150 was not paid at the correct time, but later paid and guilt accepted at an early stage.*

<b>Offender's behaviour:</b> Knew or ought to have known actions could result in breach or offence	+£1,200 (10%)
<b>Offender's previous history of non-compliance:</b> No previous history	-£2,400 (20%)
<b>Offender's property portfolio:</b> One singly rented property	-£2,400 (20%)
<b>Reliable evidence demonstrating remedial action taken to address breach / offence:</b> Remedied after twenty-eight calendar days of when the breach or offence was committed	+£1,200 (10%)
<b>Admission of guilt / responsibility:</b> Prior to the Notice of Intent	-£3,960 (33%)
<b>The harm caused:</b> Typical risk associated with breach or offence type	£0 (0%)
<b>Risk to safety and wellbeing of tenants materialised:</b> Risk to safety and wellbeing to tenants did not materialise	£0 (0%)
<b>Presence of vulnerable tenants:</b> The tenants were not in a vulnerable group	£0 (0%)
<b>Health of offender at time of breach or offence:</b> No reliable evidence of significant health problem	£0 (0%)
<b>Offender's level of co-operation:</b> Co-operated with investigation	-£1,800 (15%)
<b>Revised penalty at Step 2</b>	<b>£3,840</b>
<b>Local rent level adjustment at Step 3:</b> Rent is not at or below the Local Housing Allowance.	+£384 (10%)
<b>Penalty before further adjustment for other financial considerations and totality (where multiple breaches or offences at the same time).</b>	<b>£4,224</b>

**b) Example of Step 2 calculation adjusting penalty amount for offence of failing to apply for a house in multiple occupation licence (national starting point of £17,000)**

*Typical case – Landlord did not apply for a licence on time or did not pay both parts of the full licence fee within a specified time period. E.g. the Part 2 HMO licence fee of £765 was not paid at the correct time, but paid late and guilt accepted at a later stage.*

<b>Offender's behaviour:</b> Person exercising reasonable care would not have committed breach or offence	£0 (0%)
<b>Offender's previous history of non-compliance:</b> No previous history	-£3,400 (20%)
<b>Offender's property portfolio:</b> Two or three properties	£0 (0%)
<b>Reliable evidence demonstrating remedial action taken to address breach / offence:</b> Remedied after twenty-eight calendar days of when the breach or offence was committed	+£1,700 (10%)
<b>Admission of guilt / responsibility:</b> At representation stage	-£3,400 (20%)
<b>The harm caused:</b> Typical risk associated with breach or offence type	£0 (0%)
<b>Risk to safety and wellbeing of tenants materialised:</b> Risk to safety and wellbeing to tenants did not materialise	£0 (0%)
<b>Presence of vulnerable tenants:</b> The tenants were not in a vulnerable group	£0 (0%)
<b>Health of offender at time of breach or offence:</b> No reliable evidence of significant health problem	£0 (0%)
<b>Offender's level of co-operation:</b> Has not co-operated with the investigation or information not provided in a timely way	£0 (0%)
<b>Revised penalty at Step 2</b>	<b>£11,900</b>
<b>Local rent level adjustment at Step 3:</b> Rent is not at or below the Local Housing Allowance.	<b>+£1,190 (10%)</b>
<b>Penalty before further adjustment for other financial considerations and totality (where multiple breaches or offences at the same time).</b>	<b>£13,090</b>

**c) Example of Step 2 calculation adjusting penalty amount for offence of failing to comply with an improvement (national starting point of £25,000)**

*Typical case – Non-compliance with a formal improvement notice requiring a landlord to put up handrail or carry out repair to a roof causing damp and mould by a specified deadline. Failed to carry out the works by deadline however the works were eventually completed and guilt was accepted at an early stage.*

<b>Offender’s behaviour:</b> Knew or ought to have known actions could result in breach or offence	+£2,500 (10%)
<b>Offender’s previous history of non-compliance:</b> No previous history	-£5,000 (20%)
<b>Offender’s property portfolio:</b> One singly rented property	-£5,000 (20%)
<b>Reliable evidence demonstrating remedial action taken to address breach or offence:</b> Remedied after twenty-eight calendar days of when the breach or offence was committed	+£2,500 (10%)
<b>Admission of guilt / responsibility:</b> Prior to the Notice of Intent	-£8,250 (33%)
<b>The harm caused:</b> Typical risk associated with breach or offence type	£0 (0%)
<b>Risk to safety and wellbeing of tenants materialised:</b> Risk to safety and wellbeing to tenants did not materialise	£0 (0%)
<b>Presence of vulnerable tenants:</b> Tenants were in a vulnerable group	+£5,000 (20%)
<b>Health of offender at time of breach or offence:</b> No reliable evidence of significant health problem	£0 (0%)
<b>Offender’s level of co-operation:</b> Co-operated with investigation	-£3,750 (15%)
<b>Revised penalty at Step 2</b>	<b>£13,000</b>
<b>Local rent level adjustment at Step 3:</b> Rent is not at or below the Local Housing Allowance.	+£1,300 (10%)
<b>Penalty before further adjustment for other financial considerations and totality (where multiple breaches or offences at the same time).</b>	<b>£14,300</b>

**d) Example of Step 2 calculation adjusting penalty amount for offence of harassment (national starting point of £35,000)**

*Typical case – a tenant moved out of the property as a result of being told to leave the property they were living in without proper notice, guilt was accepted at an early stage.*

<b>Offender’s behaviour:</b> Knew or ought to have known actions could result in breach or offence	+£3,500 (10%)
<b>Offender’s previous history of non-compliance:</b> No previous history	-£7,000 (20%)
<b>Offender’s property portfolio:</b> One singly rented property	-£7,000 (20%)
<b>Reliable evidence demonstrating remedial action taken to address breach / offence:</b> Not remedied	+£7,000 (20%)
<b>Admission of guilt / responsibility:</b> Prior to the Notice of Intent	-£11,550 (33%)
<b>The harm caused:</b> Typical risk associated with breach or offence type	£0 (0%)
<b>Risk to safety and wellbeing of tenants materialised:</b> Risk to safety and wellbeing to tenants materialised	£7,000 (20%)
<b>Presence of vulnerable tenants:</b> The tenants were in a vulnerable group	£7000 (20%)
<b>Health of offender at time of breach or offence:</b> No reliable evidence of significant health problem	£0 (0%)
<b>Offender’s level of co-operation:</b> Co-operated with investigation	£5,250 (15%)
<b>Revised penalty at Step 2</b>	<b>£21,700</b>
<b>Local rent level adjustment at Step 3:</b> Rent is not at or below the Local Housing Allowance.	<b>+£2,170 (10%)</b>
<b>Penalty before further adjustment for other financial considerations and totality (where multiple breaches or offences at the same time).</b>	<b>£30,870</b>

**Renters’ Rights Act Breaches**

**e) Example of breach: Failing to issue a written statement of terms within 28 days of an assured tenancy coming into existence. National Starting point (£4000).**

*Typical case - On 1<sup>st</sup> July 2026, a landlord who owns and rents out one house, is asked to provide a tenant with written details of their tenancy agreement but failed to provide the information. The Council had written to the landlord to explain that failure give to do so would be a breach of their legal requirements. The landlord co-operated with the investigation and accepted their guilt to the breach at an early stage and eventually provided a written tenancy agreement to their tenant.*

<b>Offender's behaviour:</b> Knew or ought to have known actions could result in breach or offence	+£400 (10%)
<b>Offender's previous history of non-compliance:</b> No previous history	-£800 (-20%)
<b>Offender's property portfolio:</b> One singly rented property	-£800 (-20%)
<b>Reliable evidence demonstrating remedial action taken to address breach / offence:</b> Remedied after 28 calendar days of when the breach or offence was committed	+£400 (+10%)
<b>Admission of guilt / responsibility:</b> Prior to the Notice of Intent	-£1320 (-33%)
<b>The harm caused:</b> Typical risk associated with breach or offence type	£0 (0%)
<b>Risk to safety and wellbeing of tenants materialised:</b> No, risk did not materialise / not applicable	£0 (0%)
<b>Presence of vulnerable tenants:</b> The tenants were not in a vulnerable group	£0 (0%)
<b>Health of offender at time of breach or offence:</b> No reliable evidence of significant health problem	£0 (0%)
<b>Offender's level of co-operation:</b> Co-operated with investigation	-£600 (-15%)
<b>Revised penalty at Step 2</b>	<b>£1,280</b>
<b>Local rent level adjustment at Step 3:</b> Rent is not at or below the Local Housing Allowance.	<b>+£128 (10%)</b>
<b>Penalty before further adjustment for other financial considerations and totality (where multiple breaches or offences at the same time).</b>	<b>£1,480</b>

**f) Repeat breach of Renters' Rights Act tenancy rules. Attempting to end the tenancy by service of a notice to quit (s16E(1)(b)).**

**First breach - Failing to issue a written statement of terms within 28 days of an assured tenancy coming into existence. National starting point - £4000**

**Repeat breach - Attempting to end the tenancy by service of a notice to quit, within 5 years of the first breach. National starting point - £6000.**

**Starting level for repeat breaches the statutory guidance requires the Council to**

**“Double the starting level for the two constituent breaches added together”**

**= (£4000 x 2) + (£6000 x 2) = £8,000 + £12,000 = £20,000**

**The maximum penalty for a repeat breach is £40,000.**

*Typical case - Two years later, the same landlord in the example above, who was given a penalty notice as he failed to provide a written copy of the tenancy agreement, then wrote to the same tenant giving them “notice to quit”. Tenancies under the Renters' rights Act cannot have their tenancy ended in this way. The landlord had been advised by the Council at the time of the first*

*breach to make sure they complied with the legal requirements in future and that first breaches can count towards second breaches. This advice was not followed and the landlord refused to withdraw the notice to quit, however the tenants were advised the notice was invalid and they remained in the property. After receiving a notice of intention to make a financial penalty from the Council, the landlord took legal advice and in their representations to the Council, the landlord accepted they were guilty of a second breach. The landlord also provided evidence of serious health problem at the time of the second breach.*

<b>Offender's behaviour:</b> Knew or ought to have known actions could result in breach or offence	+£2000 (10%)
<b>Offender's previous history of non-compliance:</b> Evidence of offending behaviour in 3 years prior to breach or offence	+£2000 (10%)
<b>Offender's property portfolio:</b> One singly rented property	-£4000 (-20%)
<b>Reliable evidence demonstrating remedial action taken to address breach / offence:</b> Not remedied	+£4000 (20%)
<b>Admission of guilt / responsibility:</b> At representation stage	-£4000 (-20%)
<b>The harm caused:</b> Typical risk associated with breach or offence type	£0 (0%)
<b>Risk to safety and wellbeing of tenants materialised:</b> No, risk did not materialise / not applicable	£0 (0%)
<b>Presence of vulnerable tenants:</b> The tenants were not in a vulnerable group	£0 (0%)
<b>Health of offender at time of breach or offence:</b> Reliable evidence of significant health problem (not amounting to a reasonable excuse defence or a case where not in the public interest to pursue).	£2000 (-10%)
<b>Offender's level of co-operation:</b> Co-operated with investigation	-£3000 (-15%)
<b>Revised penalty at Step 2</b>	<b>£15000</b>
<b>Local rent level adjustment at Step 3:</b> Rent is not at or below the Local Housing Allowance.	<b>+£1500 (10%)</b>
<b>Penalty before further adjustment for other financial considerations and totality (where multiple breaches or offences at the same time).</b>	<b>£16,500</b>