

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide (Amendment) Regulations 2022

Bristol City Council's Statement of Principles – 2024 revision

Introduction

[The Smoke and Carbon Monoxide Alarm \(England\) Regulations 2015](#) as amended by [The Smoke and Carbon Monoxide \(Amendment\) Regulations 2022](#) introduces requirements that a 'relevant landlord' of a 'specified tenancy' of residential premises must ensure that during any period, on or after 1st October 2022, when the premises are occupied under the tenancy that:

- 1) A smoke alarm is installed on each storey of the premises on which there is a room used wholly or partly as living accommodation; and
 - 2) A carbon monoxide alarm is installed in any room which is used wholly or partly as living accommodation and contains a fixed combustion appliance; and
 - 3) where, following a report made on or after 1st October 2022 by a tenant or by their nominated representative to the landlord, a smoke or carbon monoxide alarm is found not to be in proper working order, the alarm is repaired or replaced; and
 - 4) Where a report is made of a smoke or carbon monoxide alarm not being in proper working order, both the determination (following a report) as to whether the smoke or carbon monoxide alarm is in proper working order and any required repair or replacement must be carried out by or on behalf of the landlord as soon as reasonably practicable;
 - 5) Checks are made by or on behalf of the landlord to ensure that each smoke and carbon monoxide alarm is in proper working order on the day the tenancy begins if it is a new tenancy
- 'Relevant landlord' is the immediate landlord in respect of a specified tenancy.
 - 'Specified tenancy' is a tenancy, licence, lease, sub-lease or sub-tenancy of residential premises that gives somebody the right to occupy all or part of the premises as their only or main residence in return for rent. There are some exemptions.
 - 'New tenancy' means a tenancy granted on or after 1st October 2022.
 - 'A fixed combustion appliance' is a fixed apparatus where fuel of any type (including gas, oil, coal, wood) is burned to generate heat, e.g. gas or oil burners, log-burning stoves. The regulations specifically excluding gas cookers. Government guidance ([Smoke and Carbon Monoxide Alarm \(Amendment\) Regulations 2022: guidance for landlords and tenants - GOV.UK \(www.gov.uk\)](#)) states a non-functioning purely decorative fireplace would not constitute a fixed combustion appliance.

Enforcement

Where the Local Authority have reasonable grounds to believe that:

1. There are no or insufficient number of smoke and/or carbon monoxide alarms in the property as required by the regulations, or;
2. Any smoke or carbon monoxide alarm reported as not in proper working order was not repaired or replaced as soon as reasonably practicable, or;
3. The smoke and/or carbon monoxide alarms were not working at the start of a specified tenancy.

Then the Local Authority must serve, within 21 days, a remedial notice on the relevant landlord in a method prescribed by the Regulations. The remedial notice will detail the actions the landlord must take to comply with the Regulations. The landlord has 28 days to comply with the notice.

The landlord is entitled to make written representations against the notice within 28 days of the notice is served. If written representation are made, the remedial notice is suspended. The Local Authority must consider any representations and inform the landlord in writing whether they confirm (with or without amendment) or withdraw the remedial notice. If the remedial notice is confirmed, the remedial notice is no longer suspended and the landlord must comply with the notice within 21 days beginning with the day the landlord is informed that the remedial notice is no longer suspended.

If the notice has not been complied with the Local Authority will arrange for the remedial action specified in the notice to be taken (where the occupier consents) and impose a penalty on the landlord.

Penalty Charge

Where the Local Authority is satisfied, on the balance of probabilities that a landlord has not complied with a remedial notice they may require the landlord to pay a penalty charge of such amount as the authority may determine but which must not exceed £5,000.

Any penalty charge levied will cover the cost of all works in default, officer time, recovery costs, administration fee and a penalty. The Local Authority will give in writing a penalty charge notice within six weeks beginning with the day on which they are first satisfied that the remedial notice has not been complied with.

The penalty charge is payable within 28 days beginning with the day on which the penalty charge notice is served.

The Local Authority has the discretion to reduce the penalty charge by an amount specified in the penalty charge notice if it is paid within 14 days beginning with the day on which the penalty charge notice is served.

The penalty charge shall be set at **£3,300** for the first offence but this will be reduced to **£1,650** if paid within 14 days.

For any subsequent offences the penalty charge will be set at £5,000 with no reduction for early payment.

Appeals in relation to penalty charge notice

A landlord served with a penalty charge notice can request in writing, within 28 days of the notice being served, that the Local Authority review the penalty charge notice.

On consideration of any representations, the Local Authority will either confirm, vary or withdraw the penalty charge notice. A landlord who is served with a notice confirming or varying a penalty charge notice may appeal to the First-tier Tribunal against the Local Authority's decision.

Recovery of penalty charge

The Local Authority may recover the penalty charge as laid out in the Regulations. Any unpaid penalty charge shall be pursued for payment.