

# Annex D: Housing Civil Penalties Policy for breaches or offences committed on or after 1 May 2026



## Housing Civil Penalties Policy for breaches or offences committed on or after 1 May 2026

### 1.0 Introduction and the Civil Penalty Notice Procedure

- 1.1 Under section 107 of the Renters' Rights Act 2025 Local Housing Authorities are under a duty to enforce the landlord legislation, with enforcement including imposing a financial penalty or instituting proceedings against a person for an offence in their area.
- 1.2 This Civil Penalty Policy has been written following Statutory guidance for Civil Penalties under the Renters' Rights Act 2025 and other housing legislation, which requires a Local Housing Authority to have a policy basis to guide their decisions on when to prosecute and when to issue a civil penalty notice in relation to offences and breaches of the Renters' Rights Act 2025 and other housing legislation.
- 1.3 Any decision made by City of York Council, 'the Council', in relation to breaches of legislation and offences which occur on or after 1 May 2026 will be considered on a case-by-case in line with this policy. For offences which occur prior to the 1 May 2026, the previous Housing Civil Penalties Policy will be used on a case-by-case basis.

### 2.0 Civil Penalty Notice Offences

- 2.1 The Housing and Planning Act 2016 and Renters' Rights Act 2025 introduced a number of amendments to the Housing Act 2004, Housing Act 1988, and Protection from Eviction Act 1977, in relation to establishing the legal basis for imposing civil penalties as an alternative to prosecution for specific breaches and offences.
- 2.2 The legislation does not permit local authorities to impose a civil penalty and prosecute for the same offence.
- 2.3 If a person has been convicted (or acquitted) or is currently being prosecuted, the local authority cannot impose a civil penalty in respect of the same

offence. Conversely, if a civil penalty has been imposed, a person cannot then be convicted for the same offence.

- 2.4 Where the Council is satisfied that a breach or offence has been committed with the consent or connivance of, or (in most cases) is attributable to any neglect on the part of any officer of a body corporate, a civil penalty may be imposed on them individually as well as, or instead of, the body corporate.
- 2.5 Where more than one person is liable for the same breach or offence, the Council may impose a civil penalty on more than one person. The amount of penalty imposed on each person may differ depending on the circumstances of the case.
- 2.6 Alternatively, in the case of breaches and offences relating to the duties of landlords under assured tenancies and breaches relating to rental discrimination and rental bidding, the Council may impose a single penalty on more than one person. Where they do so, those persons are jointly and severally liable to pay it.
- 2.7 Under Section 249A of the Housing Act 2004 and Section 23 of the Housing and Planning Act 2016, civil penalties are an alternative when a landlord fails to comply with:
  - Section 30: failure to comply with an improvement notice
  - Section 72: licensing of HMO
  - Section 139: failure to comply with an overcrowding notice
  - Section 234: breach of management regulations in respect of HMOs
- 2.8 For the above offences, committed on or after 1 May 2026, the maximum financial penalty is £40,000.
- 2.9 The Renters' Rights Act 2025 also introduces new breaches and offences whereby a civil penalty notice may be given under this Act, the Protection from Eviction Act 1977, or the Housing Act 1988, for which the maximum financial penalty for breaches is £7,000, and £40,000 for offences.
- 2.10 The term 'breach' is used to refer to non-compliance by landlords where the local authority may impose a civil penalty of up to £7,000 and there is not an option to prosecute.
- 2.11 The term 'offence' is used to refer to non-compliance by landlords where a local authority may either prosecute or impose a civil penalty of up to £40,000

### **3.0 Standard of Proof**

- 3.1 The Council are exercising a quasi-judicial function when imposing a civil penalty. Before doing so, we must be satisfied by credible, reliable and sufficient documentary or other evidence to the appropriate standard of proof that the person has breached the relevant statutory requirement or committed the relevant offence.

- 3.2 Breaches relating to discrimination against prospective tenants in the lettings process and to rental bidding require a civil standard of proof, that is the breach must be established “on the balance of probabilities”. The Council will need to be satisfied that, based on the evidence provided, a breach is more likely to have occurred than not.
- 3.3 For all other breaches and offences covered by this Housing Civil Penalty Policy, a criminal standard of proof is required, that is, the breach or offence must be proved “beyond reasonable doubt”. This is because there is the alternative option to prosecute, either in the first instance, or where the breach continues or is an element of a repeat breach offence.
- 3.4 Before imposing a civil penalty for a breach or offence which needs to be proved to the criminal standard, the Council must satisfy itself that if the case were to be prosecuted in the magistrates’ court, there would be a realistic prospect of conviction. Local housing authorities are to consider the Crown Prosecution Service Code for Crown Prosecutors for this purpose.

#### **4.0 Determining the level of civil penalty**

- 4.1 In determining the level of civil penalty to be issued, the Council will use the following four-step process, as detailed in Statutory Guidance of Civil Penalty Notices under the Renters’ Rights Act 2025 and other housing legislation.

##### **Step 1: Determining the seriousness of the breach or offence**

- 4.2 The seriousness, or the severity, of the breach or offence reflects the level of potential (or, in some cases, actual) harm that is intrinsic to the category of breach or offence. For example, this will be higher for a failure by a landlord to take safety measures than to provide required information to a tenant. Case-specific potential or actual harm is not directly relevant to determining the seriousness of the breach or offence. Local housing authorities may wish to take this into account when considering aggravating and mitigating factors under step 2 below.
- 4.3 Seriousness also reflects intrinsic culpability. For example, this will tend to be higher for an offence which arises from a continuing or repeated breach rather than a single breach of the relevant legislation. Again, case-specific factors are not directly relevant to determining the seriousness of the breach or offence. For example, whilst those renting out or managing properties should understand how to comply with their legal obligations, a higher degree of professionalism is likely to be expected of landlords with significant portfolios who let properties as their business than those for whom letting one or two properties is a subsidiary and, potentially, unplanned activity. Local housing authorities may wish to take factors, such as the profile of the landlord, into

account when considering aggravating and mitigating factors under step 2 below.

- 4.4 The Council has adopted the national civil penalty notice starting points for offences, as shown in table 1 and based on Statutory Guidance, due to the similarities between national average figures and local average figures for rental and property values. No reduction is, therefore, proposed but any significant variations in values on a case-by-case basis will be considered within the Civil Penalty Notice assessment.

**Table 1: Starting points for civil penalty fines**

<b>Legislation</b>	<b>Offence</b>	<b>Civil Penalty Starting Point</b>	<b>Maximum Civil Penalty</b>
<b>Protection from Eviction Act 1977</b>	Unlawful eviction and harassment (s1(2) and (3))	<b>£35,000</b>	<b>£40,000</b>
<b>Housing Act 1988</b>	Attempting to let the property for a fixed term (s16E(1)(a))	<b>£4,000</b>	<b>£7,000</b>
	Attempting to end the tenancy by service of a notice to quit (s16E(1)(b))	<b>£6,000</b>	<b>£7,000</b>
	Attempting to end the tenancy orally, or require that it is ended orally (s16E(1)(c))	<b>£6,000</b>	<b>£7,000</b>
	Serving a possession notice that attempts to end the tenancy outside of the prescribed section 8 process (s16E(1)(d))	<b>£6,000</b>	<b>£7,000</b>
<b>Legislation</b>	<b>Offence</b>	<b>Civil Penalty Starting Point</b>	<b>Maximum Civil Penalty</b>
<b>Housing Act 1988</b>	Relying on a ground where the person does not reasonably believe that the landlord is/will be able to obtain possession (s16E(1)(e))	<b>£6,000</b>	<b>£7,000</b>

<b>Housing Act 1988</b>	Failing to provide a tenant with prior notice that a ground which requires it may be used (s16E(1)(f))	<b>£3,000</b>	<b>£7,000</b>
	Failing to issue a written statement of terms within 28 days of an assured tenancy coming into existence (s16D)	<b>£4,000</b>	<b>£7,000</b>
	Failing to provide an existing tenant with prescribed information about changes made by the Renters' Rights Act (paragraph 7 of schedule 6 to the Renters' Rights Act 2025)	<b>£4,000</b>	<b>£7,000</b>
	Relying on a ground knowing the landlord would not be able to obtain possession or being reckless as to whether they would (s16J(1))	<b>£30,000</b>	<b>£40,000</b>
	Reletting or remarketing a property within the 12 month no-let period after using the moving or selling grounds (s16J(2))	<b>£25,000</b>	<b>£40,000</b>
<b>Housing Act 1988</b>	Continuing breach, or repeat breach committed within 5 years of receiving a penalty for first breach (s16J(3) and (4))	<b>Double the starting level for the two constituent breaches added together</b>	
<b>Legislation</b>	<b>Offence</b>	<b>Civil Penalty Starting Point</b>	<b>Maximum Civil Penalty</b>
<b>Housing Act 2004</b>	Failure to comply with an improvement notice (s.30(1))	<b>£25,000</b>	<b>£40,000</b>
	Mandatory HMO unlicensed (s.72(1))	<b>£17,000</b>	<b>£40,000</b>

	Additional HMO unlicensed (s72 (1))	<b>£17,000</b>	<b>£40,000</b>
	Knowingly permitting over-occupation of an HMO (s.72(2))	<b>£20,000</b>	<b>£40,000</b>
	Breaches of licensing conditions under sections 72(3) of the Housing Act 2004	<b>£17,000 *</b>	<b>£40,000</b>
	Failure to comply with an overcrowding notice (s.139(7))	<b>£20,000</b>	<b>£40,000</b>
<b>Housing Act 2004</b>	Breach of HMO management regulations (SI 2006/372 and SI 2007/1903 (in respect of s257 HMOs) made under s234(1))		
	Failure to provide information to the occupier (s3)	<b>£3,000</b>	<b>£40,000</b>
	Failure to take safety measures (s4)	<b>£20,000</b>	<b>£40,000</b>
	Failure to maintain water supply and drainage (s5)	<b>£10,000</b>	<b>£40,000</b>
	Failure to supply and maintain gas and electricity or supply gas safety certificate (s6)	<b>£12,000</b>	<b>£40,000</b>
	Failure to maintain common parts (s7)	<b>£7,000</b>	<b>£40,000</b>

<b>Legislation</b>	<b>Offence</b>	<b>Civil Penalty Starting Point</b>	<b>Maximum Civil Penalty</b>
<b>Housing Act 2004</b>	Failure to maintain living accommodation (s8)	<b>£7,000</b>	<b>£40,000</b>
	Failure to provide adequate waste disposal facilities (s9)	<b>£7,000</b>	<b>£40,000</b>

<b>Housing and Planning Act 2016</b>	Breach of a banning order (s.21(1))	<b>£35,000</b>	<b>£40,000</b>
<b>The Electrical Safety Standards in Private Rented and Social Sector (England) Regulations 2020</b>	Failure to comply with Regulation 3: (3)(b), (3)(d), (3)(e). Regulation 3D: (a), (b), (c), (f)	<b>£5,000</b>	<b>£40,000</b>
	Failure to comply with 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)	<b>£12,500</b>	<b>£40,000</b>
	Failure to comply with 3: (4), (5a), (6). Regulation 3C: (2)(b), (4)	<b>£20,000</b>	<b>£40,000</b>
<b>Renters' Rights Act 2025</b>	Discrimination against those on benefits or with children in the lettings process (s.33 and s.34)	<b>£6,000</b>	<b>£7,000</b>
	Failure to specify proposed rent within a written advertisement or offer (s.56(2))	<b>£3,000</b>	<b>£7,000</b>
<b>Renters' Rights Act 2025</b>	Inviting, encouraging or accepting any offer of rent greater than the advertised rate (s.56(3))	<b>£4,000</b>	<b>£7,000</b>

\* The starting point for this offence has been determined locally by The Council, as prescribed by the Statutory Guidance for Civil Penalties under the Renters' Rights Act 2025 and other housing legislation.

Further offences will be added as new phases of the implementation of the Renters Rights Act 2025 take place.

### **Step 2: Apply aggravating and mitigating factors**

4.5 The Council will consider whether there are factors specific to the individual breach or offence which mean that the starting point for the civil penalty is adjusted upwards or downwards, these determinations will be based on case-specific considerations of culpability and harm.

4.6 This may include the following consideration,

**Aggravating Factors**

**1) Number of rental properties an offender owns or manages?**

1 property:	0.0% addition
2 to 5 properties:	2.5% addition
6 to 9 properties:	5.0% addition
10 or more properties:	7.5% addition

**2) Any previous history of non-compliance by offender in last 2 years?**

None	0.0% addition
1 incident	2.5% addition
2 to 4 incidents	5.0% addition
5 or more incidents	7.5% addition

**3) Offence motivated by financial gain?**

No	0.0% addition
Yes	7.5% addition

**4) Deliberate concealment of the activity/evidence?**

No	0.0% addition
Yes	7.5% addition

**5) The level of risk to the safety and wellbeing of tenants?**

None	0.0% addition
Low	2.5% addition
Medium	5.0% addition
High	7.5% addition

<b>6) Whether the risk has materialised?</b>	
No	0.0% addition
Yes	7.5% addition
<b>7) The vulnerability of tenants?</b>	
None or Unknown	0.0% addition
One	2.5% addition
Two	5.0% addition
Three or more	7.5% addition
<b>8) Obstruction of the investigation?</b>	
No	0.0% addition
Yes	7.5% addition

### **Mitigating Factors**

<b>1) Any admission of guilt?</b>	
No	0.00% reduction
Yes partially	3.75% reduction
Yes fully	7.50% reduction
<b>2) Whether and how quickly the offender has remedied the non-compliance</b>	
Yes, within 1 week	12.50% reduction
Yes, within 2 weeks	10.00% reduction
Yes, within 1 month	5.00% reduction
No or longer than 1 month	0.00% reduction
<b>3) Cooperation with the investigation, for example turns up for the PACE interview</b>	
No	0.00% reduction
Partially	5.00% reduction
Yes fully	10.00% reduction
<b>4) Health reasons preventing reasonable compliance - mental health, unforeseen health issues, emergency health concerns</b>	
None/ Not Known	0.0% reduction
Slight Health Issues	5.0% reduction
Medium Term Health Issues	7.5% reduction
Long Term Severe Health Issues	10.0% reduction
<b>5) vulnerable individuals where their vulnerability is linked to the commission of the offence</b>	
No Vulnerability	0.0% reduction
Slight Vulnerability	5.0% reduction
Medium Vulnerability	7.5% reduction
Highly Vulnerable	10.0% reduction
<b>6) Offender diminished culpability? e.g. joint landlord with less control, only became landlord as a result of unforeseen circumstances</b>	

No/Not Relevant	0.0% reduction
Partially	5.0% reduction
Yes	10.0% reduction

- 4.8 Representations can be made against any of the above factors but appropriate and satisfactory documentary evidence to support any submission must be provided. Unsupported assertions, or failure to provide such evidence, partial disclosure, or selective provision of information will not be given weight..
- 4.9 This approach will ensure that The Council is fair and consistent in the administration of civil penalties.

### **Step 3: Cost of Compliance and Financial Gain**

- 4.10 This step will enable the Council to consider whether the civil penalty amount arrived at through steps 1 and 2 meets in a fair way the objectives of punishment, deterrence and removal of financial benefit.
- 4.11 The Council may consider whether the civil penalty arrived at through the steps 1 and 2 above is sufficient to act as an effective deterrent to future non-compliance.
- 4.12 Where the Council has sufficient reliable evidence of rental income from and/or asset value of the offender's housing business, during the period of offence, they may decide to increase the amount of the penalty.
- 4.13 Any profit identified from the offending behaviour can, in general, be regarded as establishing a minimum level for the penalty. Taking other factors into account, the final penalty will usually be significantly higher.
- 4.14 When determining the cost of compliance and financial gain as a result of the breach or offence, the council may take into account the following issues:
- cost of the works required to comply with the legislation
  - any licence fees avoided
  - additional rent which the landlord received while the property was operating without an HMO licence (Thurrock Council v Khalid Daoudi 2020UKUT 209 (LC))
  - any other factors resulting in a financial benefit as determined by City of York Council
- 4.15 In the absence of such information, or where the Council is not satisfied that it has been given sufficiently reliable information, it should draw the inference that they are able to pay the civil penalty.
- 4.15 Sections 114 and 115 of the Renters' Rights Act 2025 provide new investigatory powers to require information from persons for the purposes of determining the amount of a civil penalty.

#### **Step 4: Ability to Pay and Totality**

- 4.16 As a final step before issuing final financial penalty notices, the Council will consider the ability of the offender to pay, and also any other civil penalties being issued against the same offender at the same time to reach an aggregate amount that is just and proportionate.

#### **Ability to Pay**

- 4.17 Financial circumstances will ordinarily be considered after any written representations have been received and as part of the determination of any final notice.
- 4.18 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.
- 4.19 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.
- 4.20 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.

- 4.21 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.

### **Totality**

- 4.22 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.
- 4.23 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.
- 4.24 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.
- 4.25 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.
- 4.26 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.

- 4.27 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.
- 4.28 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.

## **5.0 Discounts**

- 5.1 The Council may offer a reduction of a third of the civil penalty notice amount if at the first opportunity the landlord admits guilt for the offence and immediately remedies any outstanding issues. This is in line with the Sentencing Guidelines and will only be available for the first offence and will not be less than the minimum level of penalty.
- 5.2 Any subsequent offence will not be subject to any reduction, however each case will be judged on its own merit.
- 5.3 The discount will only be applied to the landlord when the council serves the Notice of Decision to issue a civil penalty notice when the following criteria are met:
- the payment is made within the 28 days of the date of the decision to impose a financial penalty
  - the payment is made in full
- 5.4 At any point after 28 days of service of the decision to impose a financial penalty there will be no further offer of any reduction in the level of penalty.

## **6.0 Process for Imposing a Civil Penalty**

- 6.1 Where it has been determined by the council that a financial penalty is the most appropriate action as an alternative to prosecution, the council will follow the process set out below.
- 6.2 A “Notice of Intent” will be served on the person suspected of committing the offence. The Notice will specify:
- a. The amount of any proposed financial penalty
  - b. The reasons for proposing the financial penalty
  - c. Information about the right to make representation to the council
- 6.3 The person to whom the notice relates will be given 28 days to make written representation to the council about the proposal to impose a financial penalty.

## **7.0 Representations**

- 7.1 Representations can be made against any element of the proposed action. If the landlord challenges the level of the civil penalty, it will be for them to

provide appropriate and satisfactory documentary evidence to support their submission. Failure to provide such evidence will mean that the council will not be able to consider any representation against the level of penalty imposed.

- 7.2 Representations can only be made by the recipients served with a Notice of Intention. No other parties have an automatic right to make representations; the council will consider any such information on a case-by-case basis.
- 7.3 Following the 28-day period the council will review any representations made and decide:
  - a. Whether to impose a financial penalty on the person, and;
  - b. The value of any such penalty imposed
- 7.4 If the council decides to impose a financial penalty, a final notice imposing a financial penalty will be issued. The final notice will specify:
  - a) the amount of the financial penalty
  - b) the reasons for imposing the penalty
  - c) information about how to pay the penalty
  - d) the period for payment of the penalty (28 days from the date of the final notice)
  - e) information about rights of appeal to the First Tier Tribunal
  - f) the consequences of failure to comply with the notice
- 7.5 The council can at any time withdraw either the Notice of Intent or the Final Notice Imposing a Financial Penalty or reduce the level of penalty imposed. This will be in the form of a written notice to the person on whom the notice has been served.
- 7.6 If the council decides to withdraw a civil penalty, it has the right to pursue a prosecution against the landlord for the original offence for which it was imposed. Each case will be considered on its merits and be in the public interest.

## **8.0 Recording of the decision**

- 8.1 A record of each decision and the reasons for the financial penalty will to be made by an officer and how the amount of the penalty was obtained and the reasons for imposing it.

## **9.0 Appeals**

- 9.1 The person who has been served a Final Notice has the right of appeal to a First Tier Tribunal. In the event of an appeal against the council decision the penalty will be suspended until the decision has been determined.
- 9.2 An appeal will involve a re-hearing by the First-tier Tribunal of the Council's decision to impose a civil penalty. The Tribunal may also have regard to matters of which the Council was unaware when the decision to impose a civil penalty was made.
- 9.3 The Tribunal can dismiss an appeal if it is satisfied that the appeal is frivolous, vexatious or an abuse of process, or has no reasonable prospect of success.

- 9.4 The Tribunal has the power to confirm, vary (increase or reduce) the size of the civil penalty imposed by the Council, or to cancel the civil penalty. If the Tribunal decides to increase the penalty, it may only do so up to the statutory maximum for each breach or offence of £7,000 or £40,000 as applicable.
- 9.5 The appellant or local authority may seek permission to appeal the decision of the First-tier Tribunal to the Upper Tribunal (Lands Chamber).

## 10.0 Collecting civil penalty debt

- 10.1 Collecting civil penalty debt may include the recovery of any additional costs to the council from having to undertake such action. This process will be in accordance with the council's civil debt recovery policies and procedures for the collection of such debt including pursuance of the debt via the county courts if appropriate.
- 10.2 A certificate signed by the chief finance officer of the local authority which states that the amount due had not been received by a specified date will be treated by the courts as conclusive evidence of that fact.
- 10.3 Potential routes to recover the debt are:
- a) Warrant or writ of control :** This commands court enforcement agents to take goods from the debtor's home or business to satisfy the judgment debt.
  - b) Attachment of earnings order:** This allows deductions to be made from the person's salary by their employer and paid to the creditor.
  - c) A third-party debt order:** This means that money in a debtor's bank or building society account can be frozen for the benefit of the creditor.
  - d) A charging order:** This prevents the person or organisation from selling an asset, usually a property, without paying the amount due under the charging order. This could also allow the chargee to recover the debt by enforcing the sale of the asset.

## 11.0 Bankruptcy proceedings

- 11.1 This entails a creditor petitioning the court to make a bankruptcy order following which the trustee-in-bankruptcy collects the debtor's assets and distributes them amongst the bankrupt's creditors in accordance with insolvency law. The amount of the debt must be at least £5,000.
- 11.2 The Council may consider the circumstances of the debtor and the amount of the debt before deciding on how best to collect it. Obtaining a charging order on a property may, for example, be most effective where this is a rental property owned by the debtor and is free of other charges, increasing the likelihood both of the local authority being able to enforce a sale and there being sufficient equity to meet the debt.

## 12.0 Consequences of a Civil Penalty

- 12.1 Financial Penalties are an alternative to criminal proceedings and unless withdrawn and the council determines that in the public interest a prosecution for the ordinal offence is the preferred option, then a landlord cannot be

prosecuted for the same offence once the penalty has been paid and the matter concluded.

- 12.2 Should a civil penalty be imposed on a landlord it will not automatically prevent the council from granting a licence under Part 2 or 3 of the Housing Act 2004. The council will consider each case on its merits including the reasons for the penalty and the extent of the person's involvement in any property under consideration.
- 12.3 Where a person has received two financial penalties under this legislation in any 12-month period, irrespective of the locality to which the offences were committed, a council will consider making an entry on the national database of rogue landlords and property agents. When considering making an entry, a council will have regard to any guidance issued by the Secretary of State and best practice available.

### **13.0 Publicising civil penalties**

- 13.1 The Council may, where a landlord or property agent receives two or more civil penalties over a 12-month period, and where these are offences for which a banning order may be sought, include the person's details in the database of rouge landlords and property agency.
- 13.2 The Council may also publicise the number of civil penalties issued, and detail of actions against offenders, as part of increasing the deterrent effect of the penalties.

### **14.0 Income from civil penalties**

- 14.1 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.