FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AK/HNA/2025/0722**
Property	**:**	**94 Mayfield Crescent, London N9 7NJ**
Applicant	**:**	**Ms Rosa Giddy**
Representative	**:**	**Lawrence Jegede, Solicitor**
Respondent	**:**	**London Borough of Enfield**
Representative	**:**	**Ryan Thompson, Counsel**
Type of application	**:**	**Appeal against a financial penalty – Section 249A & Schedule 13a to the Housing Act 2004**
Tribunal member(s)	**:**	**Judge D Brandler** **Ms S Coughlin, MCIEH**
Venue	**:**	**10 Alfred Place, London WC1E 7LR**
Date of hearing	**:**	**3 July 2026**
Date of decision	**:**	**28 July 2026**

DECISION

Decision of the tribunal

(1) The Tribunal reduces the Financial Penalty imposed on Rosa Giddy by the Respondent to £35,500 in respect of breaches to the Management of Houses in Multiple Occupation (England) Regulations 2006; This sum is to be paid within 28 days of service of this decision

(2) The Tribunal makes no order for the refund of the tribunal fees paid by Rosa Giddy

The Application

1. This is an appeal against a financial penalty issued by London Borough of Enfield ("Enfield") on 24 June 2025 against Rosa Giddy ("the applicant") in the sum of £55,500, for offences under Regulations 3, 4, 6 and 7 of the Management of Houses in Multiple Occupation (England) Regulations 2006 ("the regulations").

2. The application relates to 94 Mayfield Crescent, London N9 7NJ ("the property") which is a three-bedroom flat on the second floor of a block of flats. The applicant holds the leasehold interest in the property in which she has had tenants during the relevant period

3. On 01 September 2020 Enfield implemented an Additional Licensing Scheme requiring landlords and agents who let houses in multiple occupation (HMOs) occupied by three or more unrelated individuals forming two or more households, to obtain a licence for such properties. The scheme applies borough-wide and therefore includes the property.

Law and procedure

4. Section 249A of the 2004 Act enables a local housing authority to impose a financial penalty on a person if satisfied, beyond reasonable doubt, that the person's conduct amounts to a 'relevant housing offence' in respect of premises in England.

5. Relevant housing offences are listed in section 249A(2) of the 2004 Act. They include the offence under section 72(1) of being in control of or managing an HMO which is required to be licensed but is not so licensed, and under section 234(3) of the 2004 Act, of failing to comply with the Management Regulations.

6. Only one financial penalty under section 249A may be imposed on a person in respect of the same conduct. The amount of that penalty is determined by the local housing authority (but it may not exceed £30,000), and its imposition is an alternative to instituting criminal proceedings for the offence in question

7. Schedule 13A to the 2004 Act sets out the procedure which local housing authorities must follow in relation to financial penalties imposed under s.249A

8. A local housing authority must have regard to any guidance given by the Secretary of State about the exercise of its functions in respect of the imposition of financial penalties. Such guidance ("the HCLG Guidance") was issued by the Ministry of Housing, Communities and Local Government

in April 2018: Civil penalties under the Housing and Planning Act 2016 – Guidance for Local Housing Authorities. It states that local housing authorities are expected to develop and document their own policy on when to prosecute and when to issue a financial penalty and should decide which option to pursue on a case by case basis. The HCLG Guidance also states that local housing authorities should develop and document their own policy on determining the appropriate level of penalty in a particular case. However, it goes on to state: "Generally, we would expect the maximum amount to be reserved for the very worst offenders. The actual amount levied in any particular case should reflect the severity of the offence as well as taking account of the landlord's previous record of offending."

9. The HCLG Guidance also sets out the following list of factors which local housing authorities should consider to help to ensure that financial penalties are set at an appropriate level: a. Severity of the offence. b. Culpability and track record of the offender. c. The harm caused to the tenant. d. Punishment of the offender. e. Deterrence of the offender from repeating the offence. f. Deterrence of others from committing similar offences. g. Removal of any financial benefit the offender may have obtained as a result of committing the offence.

10. Enfield developed their own policy of financial penalties which was exhibited in their bundle of documents.

The evidence

11. The applicant was represented by Lawrence Jegede, solicitor, and the respondent was represented by Ryan Thompson, Counsel.

12. The Tribunal had the benefit of the applicant's bundle of 189 pages; the respondent's bundle of 466 pages; and the supplemental witness statement of 19/06/2026 of Joe Edwards, Enfield's compliance and enforcement officer. Any reference to those documents will appear as [A/page no.], [R/page no.], or [supplemental ws/page no].

13. The background to the appeal is as follows:

14. Enfield commenced investigations in June 2022 in relation to the property and whether it was unlicenced and various inspections took place, together with written and oral communications with the applicant since that time.

15. Although the applicant's position was originally that only one tenant occupied the property, inspections found three tenants, from three separate households occupying the property, without adequate smoke alarms, if at all; without heating and hot water; without fire doors and with various other defects in the property. On 10/01/2023 a Notice under s.80 Environmental Protection Act 1990 ("EPA") was served on the applicant requiring her to repair or replace the defective boiler within 7 days with a separate notice under section 235 of the Housing Act 2004 requiring her to present

documents such as a valid Electrical Safety and Gas Safety Certificates for the property.

16. Further to inspections, Enfield was satisfied that the property should be licensed under Enfield's Additional Licensing scheme introduced on 1/9/2020.

17. The applicant was present at the inspection on 26/01/2023 when it was made clear to her that she was in breach of licencing requirements. At that time a boiler technician and an electrician were present with the applicant and it was noted that the applicant had installed four battery operated smoke detectors within the three occupied bedrooms. She was advised that although this was an improvement, a linked smoke detection system was required in line with the HMO fire safety regulations.

18. The following were also noted:

- Doors to the kitchen and bedrooms were not 30-minute fire resistant and lacked smoke seals, self-closing mechanisms, thumb-turn locks and fireproof hinges,
- No carbon Monoxide detector had been installed in the kitchen where a gas boiler was located
- Flammable polystyrene kitchen ceiling tiles were located in the kitchen
- substantial disrepair within the common parts was noted as follows:
- Defective toilet room door, door handle and lock
- Defective bathroom light
- Bathroom tiles adjacent to the bath unit were broken and had sharp exposed corners
- Bath side panel missing
- No bathroom extractor fan
- Kitchen ceiling paper hanging loose
- Defective bathroom and kitchen taps

19. Over the course of the next 18 months various communications took place, including Enfield paying an engineer to install the boiler, because the applicant refused. Enfield also facilitated the applicant in obtaining a key to the property as this was a reason given for not being able to gain access to the property to carry out works in October 2023.

20. On 5/1/2024 a further inspection took place, noting multiple breaches of HMO regulations and in response to Enfield's letter of 4/4/2024, the applicant set out her reasons for not carrying out repairs in her letter of 15/04/2024: (i) the council is selling the property (there was at that time a discussion about the respondent obtaining an order for sale due to council tax debts, which subsequently did not proceed as the applicant agreed to pay £300 pcm); (ii) the property is no longer deemed an HMO as only one tenant occupies the property (iii) there is no fund for repairs; (iv) the sole occupiers eviction is in progress and the property will then be empty; (v) it is no longer an HMO; the letter also sought information on whether a council facility to help her renovate the property by letting the property back to the Local Authority [R/251]

21. A further inspection took place on 03/10/2024 when Mr Edwards noted that no remedial action had been taken to bring the property into compliance and all previously identified breaches remained.

22. On 22/01/2025 Mr Edwards attended Enfield's internal panel meeting with Private Sector Housing Team Managers. The panel agreed the content of the justifications and matrix and gave consent to serve five Notices of Intent to impose a financial penalty and on 12/02/2025 Mr Edwards attended a further panel meeting with Private Sector Housing Team Managers to discuss the scoring and no changes were made.

23. On 28/02/2025 five Notices of Intent were served on the applicant in respect of the five breaches that had been observed during the inspection on 03/10/2024.

24. No representations were made further to the Notices of Intent and on 24/06/2025 five Final Notices to serve financial penalties on the applicant were served.

25. On 22/07/2025 the applicant lodged an appeal with the First-tier Tribunal.

26. The Financial Penalty amounting to £55,500 is made by way of breaches of the of regulations as follows

(i) Regulation 3 : failure by the manager to ensure that her name, address and telephone contact was made available to each household in the HMO : penalty of £500

(ii) Regulation 4(2) : defective mains powered smoke detector in the hallway and two of the battery-operated smoke detectors in the bedrooms had failed and were no longer operative : penalty scoring 65 : penalty of £10,000

(iii) Regulation 4(4) : the smoke detection system was of an inadequate standard for the HMO, comprising of a defective mains-powered smoke detector in the hallway and one working battery-operated detector in one of the bedrooms; the doors to the kitchen and bedrooms did not meet requirements of BS8214 (i.e. they were not 30-minute fire resistant doors and lacked smoke seals, self-closing mechanisms, thumb-turn locks and fireproof hinges); there was no carbon monoxide detector in the kitchen where a gas boiler was located; and the ceiling was covered by flammable polystyrene ceiling tiles : penalty £15,000

(iv) Regulation 6(1) : the gas boiler was defective and there was no gas safety certification : penalty £15,000.

(v) Regulation 7(1) : there was substantial disrepair in the common parts including defective toilet room door, door handle and lock; a defective bathroom light, the bathroom tiles adjacent to the bath unit were broken and had sharp exposed corners; the bath side panelling was missing; there was mould growth on the bathroom ceiling; there was no bathroom extractor fan; the kitchen ceiling paper was hanging loose; and there were defective kitchen and bathroom taps : Penalty £15,000

27. The applicant submits that the respondent failed to have regard to her age, her health, her financial circumstances and the difficulties that she had with the tenants in the property by way of their non-payment of rent and her difficulties evicting them and for those reasons she asks the Tribunal reduce the financial penalty. She does not challenge the validity of the notices

28. Two preliminary issues arose at the start of the hearing:

(i) The applicant seeks to adduce late medical evidence received by the Tribunal on 02/07/2026 from her GP. The respondent did not object, and the letter was accepted as late evidence. The letter confirms her GP has known her for many years but that the GP has not seen her for some time and therefore their comments are limited to, and based on, what were reviewed in her records. Submissions were made on the contents of this letter at the end of the hearing.

(ii) The respondent seeks to withdraw the penalty issued under Regulation 6(1) of the Management of Houses in Multiple Occupation (England) Regulations 2006 ("the regulations") because that matter had been dealt with by way of a prosecution in the Magistrates Court under s.80 EPA, to which Ms Giddy had pleaded guilty on 27/02/2025. Permission to withdraw that penalty was granted which reduced the total penalty by £15,000 to a total of £40,500.

29. The Tribunal heard from Joe Edwards, Compliance and Enforcement Officer and in cross examination he confirmed that he was aware that the applicant was in her 70's at the time of the investigation, and he had been aware of Enfield's Adult Social Care involvement but that the department had closed her case in 2023, indicating that there problems she experienced had been managed and she no longer needed assistance..

30. Mr Edwards also confirmed that the applicant had told him that the tenants were not all paying rent and she also stated that relationships with her tenants were hostile, although he confirmed that when he had been present in the property with Ms Giddy and the tenants, he had not noticed any hostility.

31. It was put to Mr Edwards that given the above circumstances and given that the applicant was not a professional landlord, that it should have occurred to him that this was not a deliberate attempt not to comply with the licensing regulations. In response he stated that no specific breakdown was provided, nor was there a good reason why she could not carry out works in the property with the tenants in situ. It is a landlord’s duty to carry out works and that is not reliant on tenants paying their rent.

32. It was also put to Mr Edwards that given that Enfield had carried out the works to install the boiler and the smoke alarms, they could have carried out all the necessary works on the respondent’s behalf instead of issuing a Financial Penalty, and that if their objective was to ensure that the property was safe for occupiers and they could have enforced that by way of an improvement notice or an interim management order (“IMO”). Mr Edwards response to this was that an IMO would be a significant cost to Enfield and that while they could consider it if there continued to be mismanagement, it is the responsibility of the landlord to carry out works.

33. It was also put to Mr Edwards that Enfield sought to maximise income by levying the financial penalty instead of doing the works. This was denied. He confirmed that the maximum they could have levied was £150,000 instead of the amount actually demanded: £55,500. He confirmed that they were not required to issue an improvement notice before levying a financial penalty and he confirmed that all the procedures had been carried out correctly.

34. Specific challenges to the breaches of Regulations were made to Mr Edwards as follows:

(a) That the penalty of £500 in breach of Regulation 3 which required the applicant to advertise her name address and telephone number in the property was excessive and unnecessary given that the tenants knew the applicant’s contact details. Mr Edwards confirmed that there was a breach of this regulation, and that the tenants had reported to him that they had attempted to contact her without success. As a landlord of an HMO she must comply with regulations and she had failed to do so.

(b) That the penalty of £10,000 in breach of Regulation 4(2) in relation to failure to install smoke detection which in any event the applicant had attempted to comply with the installation of battery smoke alarms. Mr Edwards’ response was to accept that some effort had been made, albeit not effectively, but that reduced the score by 2.5.

(c) There was some discussion about the previous conviction claimed under offence history, because it transpired that the original conviction had been set aside, and the final conviction was dated only after that assessment. On that basis, Enfield conceded that the score under previous conviction should be reduced from a score of 15 to a score of 10, and together with the seriousness of the offence gave a score of 12.5

[R316]. Although that reduced the overall score the penalty for that score remains at £10,000.

(d) It was put to Mr Edwards that the requirements for fire safety were duplicated under Regulation 4(4) and further the conditions of Regulation 7(1) were a further duplication. Mr Edwards confirmed the difference between Regulations 4(2), 4(4), and 7(1) and in accordance with the details set out in the Notices, there was no duplication. Regulation 4(4) requires the manager to take all such measures as are reasonably required to protect the occupiers of the HMO from injury. Included in the defects under this heading is the breach of fire safety in relation to the doors not complying with fire safety and the lack of a Carbon Monoxide detector as well as the hazard of flammable polystyrene kitchen ceiling tiles; In breach of regulation 7(1) the common parts of the HMO had not been maintained in good, clean, safe and working conditions. No reduction in score was accepted in that regard.

35. In relation to the applicant's circumstances, Mr Edwards confirmed that he made the panel aware of her age, her previous contact with ASC, and her financial circumstances in as far as he was aware of her rental income of £1000 pcm, pension of £800 pcm and her sole ownership of the subject property with no mortgage, and of the house that she lived in, with no mortgage. He also confirmed that he had made the panel aware that Ms Giddy was attempting to gain possession of the property by evicting at least two of the tenants. One of the tenants died before he was evicted, and one was eventually evicted after two failed Bailiff's appointments. Mr Edwards confirmed that he was aware that at the date the Financial Penalty Notice was served the property was no longer an HMO due to the death of one of the tenants. However, since the property came to Enfield's attention on 26/06/2022, despite letters, inspections, telephone calls and meeting at the property, the respondent had failed to comply with the licensing requirements or repairs necessary for those requirements.

36. Further to his evidence, Mr Edwards conceded on behalf of the respondent that some of the scores under the matrix be reduced, the final scores as amended by the respondent were confirmed as follows:

(i) Regulation 3: remains at £500
(ii) Regulation 4(2) the revised total scores : Culpability 10; harm 15; offence history and severity 12.5; deterrence and prevention 15; removal of financial incentive and assessment of assets 10; giving a total score of 62.5 which has a financial penalty of £10,000
(iii) Regulation 4(4) the revised total scores : culpability 15; harm 15; offence history and severity 12.5; deterrence and prevention 15; removal of financial incentive and assessment of assets 10; giving a total score of 67.5 which has a financial penalty of £10,000
(iv) The charge of a breach of Regulation 6 was withdrawn at the hearing: £0
(v) Regulation 7(1) the revised total scores: culpability 20; harm 15; offence history and severity 12.5;

deterrence and prevention 15; removal of financial incentive and assessment of assets 10; giving a total score of 72.5 which has a financial penalty of £15,000

37. The concessions by Enfield reduced the Financial Penalty to £35,500

38. In evidence the applicant accepted that she had tenants in the property, that she should have had an HMO licence for a period, but that after one of the tenants died and she had evicted another one of the tenants it was no longer an HMO. She was asked about the works and why she hadn't done them and was referred to her letter of 11/04/24 in which she stated her position clearly as to why she was not carrying out he works, none of which included the excuse of not having a key to gain access. Although she had been concerned at the time, that Enfield was going to seek an order for sale of the property due to council tax debts, she was able to reach an agreement with them for her to repay those debts at a rate of £300 pcm, and Enfield decided not to seek an order for sale.

39. She told the Tribunal that she lived in her other property with her grandson, that she had at some time had a lodger, but no longer had one in that property, that she had to borrow £100,000 from relatives to carry out necessary repairs to her home to stop a prohibition order against that house and she now she has to repay her relatives.

40. She confirmed that she had purchased the property under the right to buy and then purchased another house, her home, some time later for approx. £137,000.

41. The supplemental witness statement from Mr Edwards shows photos of an unlawful partition she had installed in the property in one of the bedrooms, cutting across the window. When asked about that the applicant said that she wanted to make a storage room in that flat. It was unclear from her evidence why she had done so as she did not live in that property. She later suggested that she might sell her principal home and move into the property due to her financial situation.

42. In submissions on behalf of the applicant, her solicitor suggested that there was duplication between 4(2), 4(4) and 7(1) and that it would have been sufficient to find a breach of one of those regulations. In particular, he said, because of what appeared to be duplication of fire detection requirements. He submitted that there should not have been a financial penalty in breach of regulation 3 because the tenants knew where the applicant was. In addition, he submitted that in terms of a deterrence part of the penalty, that the applicant had already been conviction in the Magistrates Court and so further deterrence was not necessary.

43. In his submissions, he stated that the applicant was trying her best, that she is not a typical landlord, that her age and mental health should be taken into account. Further that her financial circumstances had not been considered, in particular in relation to the tenants not paying their rent

which caused her financial difficulty. The delay in evicting them caused her more difficulty.

44. He asked the Tribunal to consider the applicant's age and mental health issues, and in his submissions he suggested an overall financial penalty of £5000 for breach of Regulation 4(2) is sufficient, but he did not specify under which score under the respondent's policy this should be determined.

45. In the respondent's submissions, they objected to the round up of financial penalty by the applicant. They set out the points awarded under the matrix and given the photographic and documentary evidence demonstrating the very poor condition of the property in breach of the Regulations cited, that those are the correct points to be awarded. They also submit that the points of defence put forward by the applicant are not relevant defences. One must consider the typical landlord, not the specific points put forward for the applicant, specifically that she has lacks experience, her advanced age and her health problems. These are not valid defences.

46. In relation the applicant's age, they say that her advanced age is not a reason to reduce the penalty, and nor is there anything in the medical evidence to suggest that at the time of the breaches she was in need to the support of mental health service, or that she was in anyway in crisis.

47. In response to the submission that deterrence had already been used in the Magistrates Court, the respondent submitted that argument could relate only to the Regulation 6 breach, and that it was clear from the lack of action by the applicant that the deterrent in the Magistrates Court had not been effective.

48. In relation to the applicant's claimed lack of access to the property to carry out works due to not having a key, Enfield submits that in April 2024 this had not been an issue because it was not raised in the applicant's letter in April 2024, and in any event by October 2023 Mr Edwards had facilitated her having a key to the property. Since October 2023 she could have accessed the property had she wanted to.

Tribunal's findings and decision

49. In reaching its decision, the tribunal had regard to the relevant law annexed to this decision.

50. The tribunal found that the respondent had correctly applied their policy and had taken into account all the applicant's circumstances, and had given her some considerable time and leeway to carry out the works required, which she failed to do.

51. The tribunal find beyond reasonable doubt that the applicant was in breach of regulations 3, 4(2), 4(4) and 7(1) of the HMO Regulations at the inspection in October 2024 This was not denied by the Applicant.

52. The tribunal considered the arguments made on behalf of the applicant, in relation to her trying "her best", her age and mental health problems. However, there was clear evidence before the tribunal of the applicant's reluctance to spend money on the property, or manage the property properly. The only concession in her favour was the delay by the Court Bailiffs being able to evict two of her tenants once she had obtained a possession order. However, she could have accessed the property to carry out works even before eviction. There were other options open to her as a landlord. For example if access really was an issue, she could have applied for an access injunction to allow her to carry out works. On that basis the tribunal give her no credit.

53. In relation to age and mental health problems, the tribunal found that these are not circumstances that should allow her to breach licencing requirements.

54. The tribunal notes the concession by the respondent in their reduction at the hearing of the amount of £20,000. The tribunal concludes therefore that outstanding financial penalties demanded in the sum of £35,500 were properly considered and demanded and within the council's matrix and policy, and the tribunal upholds that penalty against the applicant. Her appeal is therefore dismissed.

Name: Judge D. Brandler **Date:** 28 July 2026

ANNEX - RIGHTS OF APPEAL

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the Regional Office which has been dealing with the case. The application should be made on Form RP PTA available at https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber

The application for permission to appeal must arrive at the Regional Office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

Appendix of relevant legislation

Housing Act 2004

Section 72 Offences in relation to licensing of HMOs

(1) A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.

(2) A person commits an offence if–

(a) he is a person having control of or managing an HMO which is licensed under this Part,

(b) he knowingly permits another person to occupy the house, and

(c) the other person's occupation results in the house being occupied by more households or persons than is authorised by the licence.

(3) A person commits an offence if–

(a) he is a licence holder or a person on whom restrictions or obligations under a licence are imposed in accordance with section 67(5), and

(b) he fails to comply with any condition of the licence.

(4) In proceedings against a person for an offence under subsection (1) it is a defence that, at the material time–

(a) a notification had been duly given in respect of the house under section 62(1), or

(b) an application for a licence had been duly made in respect of the house under section 63,

and that notification or application was still effective (see subsection (8)).

(5) In proceedings against a person for an offence under subsection (1), (2) or (3) it is a defence that he had a reasonable excuse–

(a) for having control of or managing the house in the circumstances mentioned in subsection (1), or

(b) for permitting the person to occupy the house, or

(c) for failing to comply with the condition,

as the case may be.

(6) A person who commits an offence under subsection (1) or (2) is liable on summary conviction to a fine.

(7) A person who commits an offence under subsection (3) is liable on summary conviction to a fine not exceeding level 5 on the standard scale.

(7A) See also section 249A (financial penalties as alternative to prosecution for certain housing offences in England).

(7B) If a local housing authority has imposed a financial penalty on a person under section 249A in respect of conduct amounting to an offence under this section the person may not be convicted of an offence under this section in respect of the conduct.

(8) For the purposes of subsection (4) a notification or application is “effective” at a particular time if at that time it has not been withdrawn, and either–

(a) the authority have not decided whether to serve a temporary exemption notice, or (as the case may be) grant a licence, in pursuance of the notification or application, or

(b) if they have decided not to do so, one of the conditions set out in subsection (9) is met.

(9) The conditions are–

(a) that the period for appealing against the decision of the authority not to serve or grant such a notice or licence (or against any relevant decision of the appropriate tribunal) has not expired, or

(b) that an appeal has been brought against the authority's decision (or against any relevant decision of such a tribunal) and the appeal has not been determined or withdrawn.

(10) In subsection (9) “relevant decision” means a decision which is given on an appeal to the tribunal and confirms the authority's decision (with or without variation).

Section 249A Financial penalties for certain housing offences in England

(1)The local housing authority may impose a financial penalty on a person if satisfied, beyond reasonable doubt, that the person's conduct amounts to a relevant housing offence in respect of premises in England.

(2)In this section “relevant housing offence” means an offence under—

(a)section 30 (failure to comply with improvement notice),

(b)section 72 (licensing of HMOs),

(c)section 95 (licensing of houses under Part 3),

(d)section 139(7) (failure to comply with overcrowding notice), or

(e)section 234 (management regulations in respect of HMOs).

(3)Only one financial penalty under this section may be imposed on a person in respect of the same conduct.

(4)The amount of a financial penalty imposed under this section is to be determined by the local housing authority, but must not be more than **[F2**£40,000**]**.

(5)The local housing authority may not impose a financial penalty in respect of any conduct amounting to a relevant housing offence if—

(a)the person has been convicted of the offence in respect of that conduct, or

(b)criminal proceedings for the offence have been instituted against the person in respect of the conduct and the proceedings have not been concluded.

(6)Schedule 13A deals with—

(a)the procedure for imposing financial penalties,

(b)appeals against financial penalties,

(c)enforcement of financial penalties, and

(d)guidance in respect of financial penalties.

(7)The Secretary of State may by regulations make provision about how local housing authorities are to deal with financial penalties recovered.

(8)The Secretary of State may by regulations amend the amount specified in subsection (4) to reflect changes in the value of money.

(9)For the purposes of this section a person's conduct includes a failure to act.**]**

Section 234 Management regulations in respect of HMOs

(1)The appropriate national authority may by regulations make provision for the purpose of ensuring that, in respect of every house in multiple occupation of a description specified in the regulations—

(a)there are in place satisfactory management arrangements; and

(b)satisfactory standards of management are observed.

(2)The regulations may, in particular—

(a)impose duties on the person managing a house in respect of the repair, maintenance, cleanliness and good order of the house and facilities and equipment in it;

(b)impose duties on persons occupying a house for the purpose of ensuring that the person managing the house can effectively carry out any duty imposed on him by the regulations.

(3)A person commits an offence if he fails to comply with a regulation under this section.

(4)In proceedings against a person for an offence under subsection (3) it is a defence that he had a reasonable excuse for not complying with the regulation.

(5)A person who commits an offence under subsection (3) is liable on summary conviction to a fine not exceeding level 5 on the standard scale.

[F1(6)See also section 249A (financial penalties as alternative to prosecution for certain housing offences in England).

(7)If a local housing authority has imposed a financial penalty on a person under section 249A in respect of conduct amounting to an offence under this section the person may not be convicted of an offence under this section in respect of the conduct.**]**

SCHEDULE 13A FINANCIAL PENALTIES UNDER SECTION 249A

1Before imposing a financial penalty on a person under section 249A the local housing authority must give the person notice of the authority's proposal to do so (a “notice of intent”).

2(1)The notice of intent must be given before the end of the period of 6 months beginning with the first day on which the authority has sufficient evidence of the conduct to which the financial penalty relates.

(2)But if the person is continuing to engage in the conduct on that day, and the conduct continues beyond the end of that day, the notice of intent may be given—

(a)at any time when the conduct is continuing, or

(b)within the period of 6 months beginning with the last day on which the conduct occurs.

(3)For the purposes of this paragraph a person's conduct includes a failure to act.

3The notice of intent must set out—

(a)the amount of the proposed financial penalty,

(b)the reasons for proposing to impose the financial penalty, and

(c)information about the right to make representations under paragraph 4.

Right to make representations

4(1)A person who is given a notice of intent may make written representations to the local housing authority about the proposal to impose a financial penalty.

(2)Any representations must be made within the period of 28 days beginning with the day after that on which the notice was given (“the period for representations”).

Final notice

5After the end of the period for representations the local housing authority must—

(a)decide whether to impose a financial penalty on the person, and

(b)if it decides to impose a financial penalty, decide the amount of the penalty.

6If the authority decides to impose a financial penalty on the person, it must give the person a notice (a “final notice”) imposing that penalty.

7The final notice must require the penalty to be paid within the period of 28 days beginning with the day after that on which the notice was given.

8The final notice must set out—

(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,

(e)information about rights of appeal, and

(f)the consequences of failure to comply with the notice.

Withdrawal or amendment of notice

9(1)A local housing authority may at any time—

(a)withdraw a notice of intent or final notice, or

(b)reduce the amount specified in a notice of intent or final notice.

(2)The power in sub-paragraph (1) is to be exercised by giving notice in writing to the person to whom the notice was given.

Appeals

10(1)A person to whom a final notice is given may appeal to the First-tier Tribunal against—

(a)the decision to impose the penalty, or

(b)the amount of the penalty.

(2)If a person appeals under this paragraph, the final notice is suspended until the appeal is finally determined or withdrawn.

(3)An appeal under this paragraph—

(a)is to be a re-hearing of the local housing authority's decision, but

(b)may be determined having regard to matters of which the authority was unaware.

(4)On an appeal under this paragraph the First-tier Tribunal may confirm, vary or cancel the final notice.

(5)The final notice may not be varied under sub-paragraph (4) so as to make it impose a financial penalty of more than the local housing authority could have imposed.

Recovery of financial penalty

11(1)This paragraph applies if a person fails to pay the whole or any part of a financial penalty which, in accordance with this Schedule, the person is liable to pay.

(2)The local housing authority which imposed the financial penalty may recover the penalty or part on the order of the county court as if it were payable under an order of that court.

(3)In proceedings before the county court for the recovery of a financial penalty or part of a financial penalty, a certificate which is—

(a)signed by the chief finance officer of the local housing authority which imposed the penalty, and

(b)states that the amount due has not been received by a date specified in the certificate,

is conclusive evidence of that fact.

(4)A certificate to that effect and purporting to be so signed is to be treated as being so signed unless the contrary is proved.

(5)In this paragraph "chief finance officer" has the same meaning as in section 5 of the Local Government and Housing Act 1989.

Guidance

12A local housing authority must have regard to any guidance given by the Secretary of State about the exercise of its functions under this Schedule or section 249A.]

The Management of Houses in Multiple Occupation (England) Regulations 2006

Duty of manager to provide information to occupier

3. The manager must ensure that—

(a)his name, address and any telephone contact number are made available to each household in the HMO; and

(b)such details are clearly displayed in a prominent position in the HMO.

Duty of manager to take safety measures

4.—(1) The manager must ensure that all means of escape from fire in the HMO are—

(a)kept free from obstruction; and

(b)maintained in good order and repair.

(2) The manager must ensure that any fire fighting equipment and fire alarms are maintained in good working order.

(3) Subject to paragraph (6), the manager must ensure that all notices indicating the location of means of escape from fire are displayed in positions within the HMO that enable them to be clearly visible to the occupiers.

(4) The manager must take all such measures as are reasonably required to protect the occupiers of the HMO from injury, having regard to—

(a)the design of the HMO;

(b)the structural conditions in the HMO; and

(c)the number of occupiers in the HMO.

(5) In performing the duty imposed by paragraph (4) the manager must in particular—

(a)in relation to any roof or balcony that is unsafe, either ensure that it is made safe or take all reasonable measures to prevent access to it for so long as it remains unsafe; and

(b)in relation to any window the sill of which is at or near floor level, ensure that bars or other such safeguards as may be necessary are provided to protect the occupiers against the danger of accidents which may be caused in connection with such windows.

(6) The duty imposed by paragraph (3) does not apply where the HMO has four or fewer occupiers.

Duty of manager to maintain common parts, fixtures, fittings and appliances

7.—(1) The manager must ensure that all common parts of the HMO are—

(a)maintained in good and clean decorative repair;

(b)maintained in a safe and working condition; and

(c)kept reasonably clear from obstruction.

(2) In performing the duty imposed by paragraph (1), the manager must in particular ensure that—

(a)all handrails and banisters are at all times kept in good repair;

(b)such additional handrails or banisters as are necessary for the safety of the occupiers of the HMO are provided;

(c)any stair coverings are safely fixed and kept in good repair;

(d)all windows and other means of ventilation within the common parts are kept in good repair;

(e)the common parts are fitted with adequate light fittings that are available for use at all times by every occupier of the HMO; and

(f)subject to paragraph (3), fixtures, fittings or appliances used in common by two or more households within the HMO are maintained in good and safe repair and in clean working order.

(3) The duty imposed by paragraph (2)(f) does not apply in relation to fixtures, fittings or appliances that the occupier is entitled to remove from the HMO or which are otherwise outside the control of the manager.

(4) The manager must ensure that—

(a)outbuildings, yards and forecourts which are used in common by two or more households living within the HMO are maintained in repair, clean condition and good order;

(b)any garden belonging to the HMO is kept in a safe and tidy condition; and

(c)boundary walls, fences and railings (including any basement area railings), in so far as they belong to the HMO, are kept and maintained in good and safe repair so as not to constitute a danger to occupiers.

(5) If any part of the HMO is not in use the manager shall ensure that such part, including any passage and staircase directly giving access to it, is kept reasonably clean and free from refuse and litter.

(6) In this regulation—

(a)“common parts” means—

(i)the entrance door to the HMO and the entrance doors leading to each unit of living accommodation within the HMO;

(ii)all such parts of the HMO as comprise staircases, passageways, corridors, halls, lobbies, entrances, balconies, porches and steps that are used by the occupiers of the units of living accommodation within the HMO to gain access to the entrance doors of their respective unit of living accommodation; and

(iii)any other part of an HMO the use of which is shared by two or more households living in the HMO, with the knowledge of the landlord.