

## **The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 (as Amended)**

### **Statement of principles for determining financial penalties**

#### **Introduction**

This statement sets out the principles that Stoke-on-Trent City Council (“the council”) will apply in exercising its powers under the Regulations to impose a penalty charge on a relevant landlord who fails to comply with a remedial notice and breaches one or more of the duties imposed on them under the Regulations to pay a financial penalty.

#### **Purpose of the Statement of Principles**

The council is required under Regulation 13 to prepare and publish a statement of principles and it must follow this when deciding on the amount of a penalty charge. Further information can be found by entering the following into the [www.gov.uk](https://www.gov.uk) website search box: Smoke and Carbon Monoxide Alarm (England) Regulations 2015: explanatory booklet for landlords.

#### **The legal framework**

The powers come from the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 (the Regulations), being a Statutory Instrument (2015 No 1693) which came into force on 1 October 2015. These regulations have been amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 being a Statutory Instrument (2022 No 707) which came into force on 1 October 2022.

The Regulations place a duty on landlords, which include freeholders or leaseholders who have created a tenancy, lease, licence, sub-lease or sub-licence.

The duty requires that landlords ensure that:

- a smoke alarm is installed on each storey of premises where there is living accommodation
- a carbon monoxide alarm is installed in any room of premises used as living accommodation, which contained a fixed combustion appliance other than a gas cooker.
- that checks are made by the landlord, or someone acting on his behalf, that the alarm (s) is/are in proper working order on the day the tenancy starts.
- where, following a report made on or after 1st October 2022 by a tenant or by their nominated representative to the landlord, a prescribed alarm is found not to be in proper working order, the alarm is repaired or replaced.

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

If the landlord then fails to take the remedial action specified in the notice within specified timescale, the council can require them to pay a penalty charge. The power to charge a penalty arises from Regulation 8 of these Regulations. The council will also arrange to carry out works in default of the landlord.

### **The purpose of imposing a financial penalty**

The purpose of the council exercising its regulatory powers is to protect the interests of the public.

The aims of financial penalties on landlords are to:

- Lower the risk to tenant's health and safety
- Reimburse the costs incurred by the council in arranging remedial action in default of the landlord
- Change the behaviour of the landlord and aim to prevent future non-compliance
- Penalise the landlord for not installing alarms after being required to so, under notice
- Eliminate financial gain or benefit from non-compliance with the regulations.
- Be proportionate to potential harm outcomes, the nature of the breach, and the cost benefit to comply with these legal requirements.

### **Criteria for the imposition of a financial penalty**

A failure to comply with the requirements of a remedial notice allows the council to require payment of a penalty charge.

In considering the imposition of a penalty, the authority will look at the evidence concerning the breach of the requirement of the notice. In deciding whether it would be appropriate to impose a penalty, the authority will take full account of the particular facts and circumstances of the breach under consideration.

### **Criteria for determining the amount of a financial penalty**

The Regulations state the amount of the penalty charge must not exceed £5,000. The charge comprises two parts, a punitive element for failure to comply with the absolute requirement to comply with a remedial notice and a cost element relating to the investigative costs, officer time, administration and any remedial works arranged and carried out by the council's contractors.

The penalty charge is payable within 29 days beginning with the day on which the penalty charge notice is served.

The council has discretion to offer an early payment reduction if a landlord pays the penalty charge within 14 days beginning with the day the penalty charge notice is served.

The charges are as follows:

- £2,500 for the first breach to comply with a remedial notice
- £2000 for early payment, representing 20% reduction, for payment received within 14 days of first notice issue, or following a review, payment within 14 days of confirmation or variation of the charge.
- £5,000 for each subsequent breach to comply with a remedial notice
- £4,000 for early payment, representing 20% reduction, for payment received within 14 days of notice issue, or following a review, payment within 14 days of confirmation or variation of the charge.

Notwithstanding the above, the council reserves the right to vary a charge in exceptional circumstances following a landlord's request for a review.

#### Recovery of Penalty Charge

The council may recover the penalty charge on the Order of a Court.

Recovery proceedings may not be started before the end of the period by which a Landlord may give written notice for the Council to review the penalty charge notice and where a Landlord subsequently appeals to the First Tier Tribunal against the council's decision on review; not before the end of the period of 28 days beginning with the day on which the appeal is finally determined or withdrawn.

**All communications** for representations made against the Remedial Notice (regulation 5) or the Penalty Charge Notice (regulation 8) are to be sent to:

Private Sector Housing Enforcement Manager  
Private Sector Housing  
Civic Centre,  
Glebe Street,  
Stoke-on-Trent,  
ST4 1HH

Or by email to: [PrivateSectorHousing@stoke.gov.uk](mailto:PrivateSectorHousing@stoke.gov.uk).