

Appendix D

Statement of Principles – The Smoke and Carbon Monoxide Alarm (England) Regulations 2015

Introduction

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 introduced requirements that a 'relevant landlord' of a 'specified tenancy' of residential premises must ensure that during any period, on or after 1st October 2015, 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 solid fuel burning combustion appliance.

The landlord must ensure the alarms are in proper working order at the start of any new tenancy. A 'relevant landlord' is the immediate landlord in respect of the tenancy. A '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.

Enforcement

Where the council 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. the smoke and/or carbon monoxide alarms were not working at the start of a specified tenancy.

then the council 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. If after this period the notice has not been complied with the council 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 council 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 council 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 fees and a penalty. The council 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 council 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 £2,500 for the first offence but this will be reduced to £1,250 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 council review the penalty charge notice. On consideration of any representations, the council 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 council's decision.

Recovery of penalty charge

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