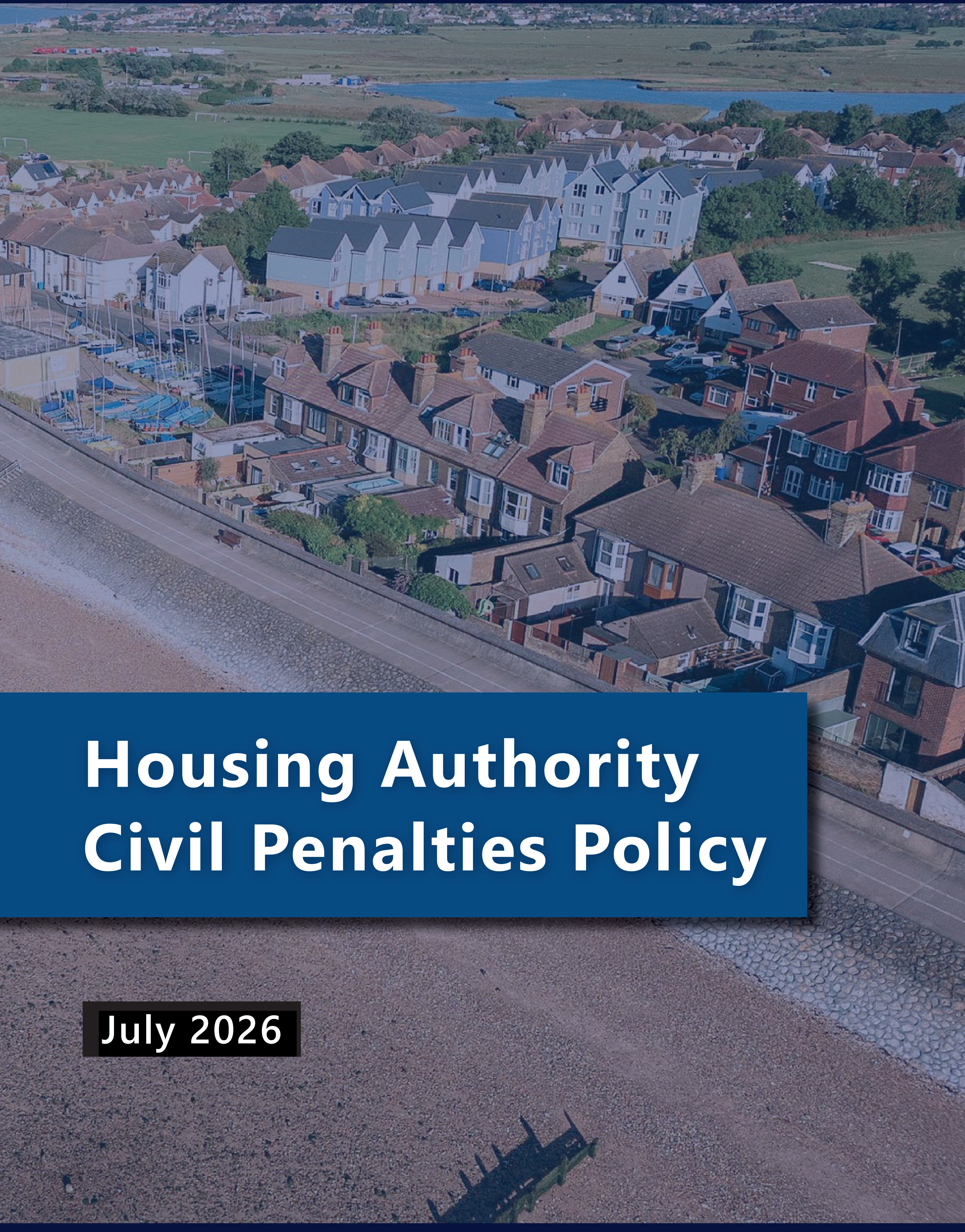

Housing Authority Civil Penalties Policy

July 2026

Table of Contents

1.0 Civil Penalties under the Renters' Rights Act 2025 and Other Housing Legislation

This policy shall be read in conjunction with the Swale Borough Council housing authority enforcement policy.

The council has adopted the Association of Chief Environmental Health Officers (ACEHO) model civil penalty policy in response to the Renters' Rights Act 2025, ensuring consistency with most local housing authorities in England for all relevant breaches and offences from 1 May 2026.

This policy applies once the Council has made a decision to commence civil penalty proceedings. In this policy, the term 'landlord' should be read as including letting agents, managing agents, licensors, property owners, corporate landlords, directors of corporate landlords, registered providers of social housing, and any other person involved in the letting or management of accommodation. In this policy, the term 'corporate landlord' should be read as referring to a body corporate that meets the definition of 'landlord' above. In this policy, the terms 'House in Multiple Occupation' or 'HMO' are defined by the Housing Act 2004.

The following breaches are subject to a civil penalty with a statutory maximum of £7,000:

- Failure to give a written statement of terms and any other prescribed information under Section 16D of the Housing Act 1988.
- Attempting to let a property for a fixed term under Section 16E of the Housing Act 1988.
- Attempting to end a tenancy by service of a notice to quit under Section 16E of the Housing Act 1988.

- Attempting to end a tenancy orally or requiring that it is ended orally under Section 16E of the Housing Act 1988.
- Serving an eviction notice that attempts to end a tenancy outside the prescribed Section 8 process under Section 16E of the Housing Act 1988.
- Relying on a ground where the landlord does not reasonably believe that the landlord is/will be able to obtain possession under Section 16E of the Housing Act 1988.
- Failing to provide a tenant with prior notice that a ground which requires it may be used under Section 16E of the Housing Act 1988.
- Failure to give an existing tenant prescribed information about changes made by the Renters' Rights Act 2025 in the prescribed form and timeframe under paragraph 7(2) of Schedule 6 to the Renters' Rights Act 2025.
- Discrimination relating to children in the lettings process under Section 33 of the Renters' Rights Act 2025.
- Discrimination relating to benefits in the lettings process under Section 34 of the Renters' Rights Act 2025.
- Failure to specify proposed rent within a written advertisement or offer under Section 56 of the Renters' Rights Act 2025.
- Inviting, encouraging or accepting any offer of rent greater than the stated rate under Section 56 of the Renters' Rights Act 2025.
- Failure by the responsible person to secure the removal of a Category 1 hazard, or to meet a Type 1 requirement, at qualifying residential premises (other than the common parts of a building containing one or more flats) where it would have been reasonably practicable to do so, under Section 6A of the Housing Act 2004.

The following breaches are subject to a civil penalty with a statutory maximum of £40,000:

- Breach of duty under Regulations 3, 3B, 3C, and 3D of The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020.

The following offences are subject to a civil penalty with a statutory maximum of £40,000:

- Unlawful eviction and harassment of occupier under Section 1 of the Protection from Eviction Act 1977.
- Continuation of conduct subject to a relevant penalty (under s.16I or s.16K Housing Act 1988) after the 28-day period (or, if appealed, after conclusion of the appeal) where the final notice has not been withdrawn, under Section 16J of the Housing Act 1988.
- Conduct giving rise to liability under s.16I, where within the preceding five years the landlord has either (i) had a relevant penalty (under s.16I or s.16K Housing Act 1988) imposed for different conduct and the final notice has not been withdrawn, or (ii) been convicted under s.16J for different conduct, under Section 16J of the Housing Act 1988.
- Relying on a ground knowing the landlord would not be able to obtain possession or being reckless as to whether they would under Section 16J of the Housing Act 1988.
- Breach of restrictions relating to reletting (s.16E(2) Housing Act 1988) or remarketing a property within the restricted period after using Grounds 1 or 1A of Schedule 2 (s.16E(3) Housing Act 1988) – Section 16J of the Housing Act 1988.
- Breach of a banning order under Section 21 of the Housing and Planning Act 2016.
- Failure to comply with an Improvement Notice under Section 30 of the Housing Act 2004.
- Contravention of an overcrowding notice under Section 139 of the Housing Act 2004.
- Failure to obtain an HMO licence under Section 72 of the Housing Act 2004.
- Knowingly permitting over-occupation of an HMO under Section 72 of the Housing Act 2004.
- Failure to comply with management regulations in respect of HMOs under Section 234 of the Housing Act 2004.
- Failure to comply with HMO licence conditions under Section 72 of the Housing Act 2004.

If a landlord has committed multiple breaches or offences, a separate civil penalty can (and usually will) be imposed for each breach and offence. In each case, the level of any civil penalty imposed will be determined in accordance with this policy. If multiple landlords have committed the same breach or offence at the same property, a separate civil penalty can (and usually will) be imposed on each offender. In each case, the level of civil penalty imposed on each offender will be in accordance with this policy.

This policy outlines the Council's methodology and mechanism for assessing and setting the level of a civil penalty at all stages where a civil penalty is under consideration, including the preparation of a notice of intent, and where a final decision has been made to impose a civil penalty. When applying the civil penalties matrix, interim calculations at individual stages may result in figures that exceed the statutory maximum. Where the final amount reached following application of all relevant steps exceeds the statutory maximum, the civil penalty will be reduced to the applicable statutory maximum.

The Council considers the need for transparency and consistency to be of primary importance to ensure fairness in the discharge of its functions. The general objective of this policy is, therefore, to promote both transparency and consistency in the imposition of financial penalties so that those involved in the letting or management of accommodation (a) know how the Council will generally penalise relevant breaches and offences and (b) are assured that, generally, like cases will be penalised similarly, and different cases penalised differently.

The Council recognises that, despite its best efforts, some landlords may operate unlawfully for a significant period without detection, and that only a proportion of those committing relevant breaches and offences will be identified. Accordingly, the Council seeks to ensure that civil penalties are set at a level that makes it clear to the landlord concerned and to others that operating unlawfully as a landlord is financially disadvantageous when compared to operating lawfully.

The Council has a duty to act fairly, transparently and consistently when assessing civil penalties. To maintain fairness between all landlords, the Council will not give weight to claims advanced as factors that might reduce the amount of a civil penalty unless those claims are supported by evidence that the Council reasonably considers to be relevant, reliable, credible, and sufficient in scope and detail to enable proper assessment of the claim. (In considering any such claims, regard will be had to the nature of the claim, the information ordinarily available to the landlord, and the need for consistent and fair decision-making.) Allowing inadequately evidenced assertions to influence outcomes would risk rewarding those who provide incomplete or misleading information and would create an unfair advantage over landlords who provide a full and properly evidenced account. Accordingly, the Council expects landlords against whom a civil penalty is being considered to provide all documents and records that would ordinarily exist if their account were accurate. Where such evidence is not provided, and no explanation that the Council considers adequate is given, the Council may draw an adverse inference.

Where claims are advanced without sufficient supporting evidence, the Council may request specified supporting material before determining whether to issue a final notice or whether any mitigation has been sufficiently evidenced so as to justify a lower civil penalty.

The further objectives of using financial penalties as a means of enforcing the above breaches and offences are explained below.

2.0 Statutory Guidance

The Government has issued statutory guidance entitled "Civil penalties under the Renters' Rights Act 2025 and other housing legislation." The Council has regard to this guidance in the exercise of its functions in respect of civil penalties. The Council has considered the following factors in developing this civil penalty policy to help ensure that the civil penalty is set at an appropriate level:

- **Severity of the breach or offence.** The more serious the breach or offence, the higher the penalty should be.
- **Culpability and track record of the offender**. A higher penalty will be appropriate where the offender has a history of failing to comply with their obligations and/or their actions were

deliberate and/or they knew, or ought to have known, that they were in breach of their legal responsibilities.

- **The harm caused to the tenant.** This is a very important factor when determining the level of penalty. The greater the actual harm or the potential for harm, principally to the tenant but also potentially the local community, the higher the penalty should be.
- **Punishment of the offender.** The penalty should, in a fair way, both punish the offender and demonstrate the consequences of not complying with their responsibilities.
- **Deter the offender from repeating breaches or offences.** The ultimate goal is to prevent any further offending and help ensure that the offender fully complies with all of their legal responsibilities in future. The level of the penalty should therefore be set at a level that is likely to have a very significant deterrent effect.
- **Deter others from committing similar breaches or offences.** While the fact that someone has received a civil penalty may not be in the public domain, the civil penalty policy itself will be, and local authorities should consider how their formal enforcement activity can be effectively publicised.
- An important part of deterrence is the realisation on the part of landlords that the local housing authority is proactive in levying civil penalties where the need to do so exists and that the civil penalty will be set high enough that operating lawfully will be the sensible financial choice.
- **Remove any financial benefit the offender may have obtained as a result of committing the breach or offence.** The principle here is that it should not be in the offender's financial interest to commit a breach or offence rather than comply. For example, the penalty for breaching licensing conditions in respect of occupancy of a property should not be less than the additional rent received as a result of the over-crowding. (The absence of any financial benefit to the landlord does not, however, mean that the penalty should be reduced.)

3.0 Civil Penalties Matrix

In determining the level of a civil penalty, officers will have regard to the matrix set out below. The matrix consists of the following sequential steps:

- Determining the starting point based on the seriousness of the breach or offence.
- Adjustment for factors relating to the type of landlord; size and type of portfolio controlled, owned or managed, and the experience of the landlord ("Landlord Type").
- Consideration of mitigating and aggravating factors the Council deems significant, including (but not limited to) those relating to the track record and culpability of the landlord and the actual or potential harm to the occupants.
- Financial considerations (e.g., ensuring effective deterrence and that any financial gain from the offence is removed).
- Applying the totality principle (consideration of whether multiple penalties are just and proportionate in aggregate).

3.1 Starting Point Based on Seriousness of the Breach or Offence

The Ministry of Housing, Communities & Local Government has provided statutory guidance prescribing starting points for all breaches and offences based on their seriousness. The exception is for breaches of licensing conditions under Sections 72(3) and 95(2) of the Housing Act 2004, where the Council has determined its own starting levels based on the seriousness of the specific licence condition (or type of licence condition) that has not been complied with.

3.2 Adjustment for Landlord Type

While all landlords are expected to comply fully with their legal obligations, the Council considers that a higher standard of professionalism and regulatory awareness is reasonably expected of landlords who operate at greater scale, who have greater experience, or who are involved in more complex forms of letting. Where such landlords fail to comply with their obligations, this will ordinarily justify a higher civil penalty. A higher degree of professionalism is expected of landlords who:

- Control, own, or manage a significant portfolio of properties;
- Have significant experience in the letting or management of property;
- Are or have been involved in the letting or management of Houses in Multiple Occupation (HMOs);
- Are corporate landlords; or
- Are or have been directors of corporate landlords.

An upward adjustment of 20% of the applicable starting point will be applied where the landlord meets any one or more of the following criteria:

- The landlord has, at any point in time, controlled, owned, or managed six or more properties (these properties need not have been held concurrently or at the time civil penalty proceedings are brought).
- The landlord has, at any point in time, controlled, owned, or managed three or more properties that operated as HMOs, whether or not concurrently.
- The landlord is, or has previously been, a director of a corporate landlord.
- The landlord is a corporate landlord.
- The landlord has, in the Council's assessment and by reference to available evidence, significant experience in the letting or management of property.

A downward adjustment of 20% of the applicable starting point will be applied only where all of the following criteria are met:

- The landlord has, at any point in time, controlled, owned, or managed no more than two properties.
- The landlord has controlled, owned, or managed no more than one HMO property at any point in time.
- The landlord has, in the Council's assessment and by reference to available evidence, very limited experience in the letting or management of property.

3.3 Mitigating and Aggravating Factors

To promote fairness and consistency in the administration of civil penalties, the Council will apply a structured and consistent framework when determining how mitigating and aggravating factors affect the amount of any civil penalty.

General approach: Each breach or offence may have offence-specific mitigating and/or aggravating factors, which will be considered alongside the generic factors set out below. Where multiple civil penalties are issued against the same landlord at the same time (except where expressly stated otherwise), mitigating and aggravating factors will be considered and applied separately to each civil penalty when determining the amount of each penalty.

Mitigating factors: The Council may reduce the level of a civil penalty by up to 20% of the applicable starting point to reflect the presence of mitigating factors. Only in exceptional circumstances may the Council depart from this policy and apply a reduction in excess of 20%. (Exceptional circumstances are rare and unusual and are not established merely by the presence of multiple mitigating factors.) Within the framework of this policy, the Council has not provided an exhaustive list of mitigating factors, recognising that a wide range of circumstances may give rise to mitigation. However, the following generic mitigating factors will be considered in respect of each breach or offence:

- **Steps taken to remedy the breach or offence.** *Examples:* Promptly remedying all elements of the breach or offence after receiving communication from the Council; or promptly remedying all significant elements of the breach or offence, leaving only less significant elements outstanding.

- **A high level of co-operation.** *Example:* Proactive provision of significant information that the Council reasonably considers relevant, beyond what is required by any statutory notice.
- **Acceptance of liability.** *Example:* Accepting liability before or within the period for representations. (Note: where a landlord relies on a reasonable excuse defence or otherwise contests liability, this mitigating factor will usually not apply.)
- **Health circumstances.** *Example:* A serious health condition or medical incident (e.g., heart attack, stroke, cancer diagnosis, or other acute serious medical event causing significant incapacity) experienced by the landlord during, or immediately prior to, the breach or offence, where there is clear and reliable evidence that the condition had a direct and material impact on the landlord's ability to comply with the relevant legal obligation.
- **Diminished culpability (limited responsibility).** *Examples:* A joint landlord who provides evidence that another joint landlord was solely responsible for compliance arrangements at the property; or a landlord who became involved only after an unforeseen change in circumstances (such as the death of a previous landlord) and whose period of offending was limited to a short period while they were arranging their affairs. (Note: Simply having a managing or letting agent, or relying on an agent's actions or omissions, will not in itself constitute diminished culpability.)

Aggravating factors: The Council may increase the level of a civil penalty by up to 20% of the applicable starting point to reflect the presence of aggravating factors. Only in exceptional circumstances may the Council depart from this policy and apply an increase in excess of 20%. (Exceptional circumstances are rare and unusual and are not established merely by the presence of multiple aggravating factors.) The following generic aggravating factors will be considered in respect of each breach or offence:

- **Previous history of non-compliance.** *Examples:* Previous successful prosecutions (including relevant spent convictions), previous civil penalties, previous rent repayment orders, previous works in default carried out by the Council, or previous formal cautions issued. (Note: Concurrent investigations or proceedings relating to other civil penalties, prosecutions, or rent repayment orders will not be treated as previous non-compliance.)
- **Non-co-operation with the Council.** *Examples:* Failure to comply with information notices (e.g., those issued under Section 16 of the Local Government (Misc. Provisions) Act 1976, Section 235 of the Housing Act 2004, or Section 114 of the Renters' Rights Act 2025); failing to provide a substantive response to a letter alleging an offence; or failing to attend previously agreed meetings. (If the Council has prosecuted or is pursuing prosecution for the same conduct of failing to provide required information, that will not also be counted as an aggravating factor for setting the civil penalty, to avoid "double counting." Also, where multiple civil penalties are imposed against the same landlord at the same time, this aggravating factor will be applied only to the civil penalty with the highest starting point, unless a clear, reasoned basis exists to apply it to others.)
- **Deliberate intent or negligence.** *Examples:* Knowledge that the breach or offence was occurring; continuation of offending after communication from the Council; premeditation or planning, including steps to prevent detection or hinder investigation; providing false or misleading information to the Council; applying pressure on occupants to deter their co-operation with the Council.
- **Number of occupants affected.** *Example:* 3–5 occupants affected by the breach or offence (greater numbers of affected occupants could be considered more aggravating).
- **Duration of non-compliance.** *Example:* The offence or breach continued over a 3–6 month period (longer durations could be more aggravating).
- **Vulnerability of occupants.** Examples of vulnerable occupants include: children and young adults; persons vulnerable by reason of age, disability, or sensory impairment; persons with drug or alcohol dependency; victims of domestic abuse; children in care; persons with complex health needs; persons who do not speak English as a first language; victims of trafficking or sexual exploitation; refugees; asylum seekers; and pregnant women. (If vulnerable occupants are affected, the breach or offence may be viewed as more serious.)

3.4 Financial Considerations

The Council will review the proposed amount of the civil penalty and consider whether it is sufficient to act as an effective deterrent to future non-compliance. Where the Council has reliable evidence regarding a landlord's rental income and/or asset value, it may determine that an increase in the level of the penalty is appropriate to achieve effective deterrence. It is essential that, as an absolute minimum, landlords do not financially benefit from their offending behaviour. Financial circumstances will ordinarily be considered after any written representations have been received and as part of the determination of any final notice.

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. At a minimum, where such information exists, the landlord should provide the following as part of any written representations (to evidence financial circumstances):

- The last three full tax years' self-assessment tax returns filed with HMRC (with all schedules and supplementary pages).
- The last three full tax years' SA302 documents and corresponding tax year overviews from HMRC.
- The last three months' payslips (if applicable).
- The last three years' P60 certificates (if applicable).
- The last twelve months' Universal Credit payment statements (if applicable).
- A list of all property assets (owned or jointly owned, not limited to rental properties) with corresponding Land Registry title documents for each.
- A list of all property assets owned or held on long lease by any corporate entity in which the landlord has a beneficial interest, with corresponding Land Registry documentation.
- The most recent annual mortgage statement for each property, or the last twelve months' mortgage statements for properties with newer mortgages.
- Valuation statements for all ISAs held by the landlord.
- Statements from any cryptocurrency exchange accounts showing current balances and valuations.
- A list of all shareholdings (stocks, equities, etc.).
- Recent bank statements for any accounts holding a balance in excess of £5,000.
- Recent statements for all secured and unsecured loans (outstanding balances).
- Copies of any bankruptcy orders and official notifications of bankruptcy (if applicable).

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. A claimed inability to pay will not, by itself, outweigh the need to ensure effective deterrence or to remove any financial benefit obtained as a result of the breach or offence.

3.5 The Totality Principle

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 if doing so would render the overall outcome disproportionate.

In general, however, 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.

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. If 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.

The totality principle does not operate across different legal persons who are separately liable in law, nor 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. However, where 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 the same conduct, consider whether the combined outcome results in punitive duplication and is therefore unjust and disproportionate.

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 (i.e. those civil penalties that form part of the same totality assessment). Where the totality principle is applied 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.

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. 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.

4.0 Offences and Breaches where a Civil Penalty may be Levied

> ⚠ *In the sections below, each legislative breach or offence that can attract a civil penalty is listed under its governing Act or Regulations. Each offence or breach has an associated starting point (baseline penalty) and statutory maximum penalty, as well as adjustments for Landlord Type (based on portfolio size, experience, etc.), and may have certain offence-specific mitigating or aggravating factors that can affect the penalty amount. The actual civil penalty amount for each offence will be determined in accordance with this policy, using the matrix process and having regard to the individual circumstances of the case.*

4.1 Protection from Eviction Act 1977 Offences

Unlawful eviction and harassment of occupier – Section 1 of the Protection from Eviction Act 1977

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£35,000	**£40,000**	**£28,000**	**£35,000**	**£42,000**

Offence-specific mitigating factors: None.

Offence-specific aggravating factors:

- *Violence or threats of violence.*
- *Disposal of possessions or threats to dispose of possessions.*
- *Breach or evasion of an injunction or undertaking.*
- *Loss of home.*

4.2 Housing Act 1988 Breaches and Offences

Failure to give a written statement of terms and any other prescribed information – Section 16D of the Housing Act 1988

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%

£4,000	£7,000	£3,200	£4,000	£4,800

Breach-specific mitigating factors: Provision of some of the required terms and prescribed information within the required period.
Breach-specific aggravating factors: None.

Attempting to let a property for a fixed term – Section 16E(1)(a) of the Housing Act 1988

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£4,000	£7,000	£3,200	£4,000	£4,800

Breach-specific mitigating factors: None.
Breach-specific aggravating factors: None.

Attempting to end a tenancy by service of a notice to quit – Section 16E(1)(b) of the Housing Act 1988

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£6,000	£7,000	£4,800	£6,000	£7,200

Breach-specific mitigating factors: None.
Breach-specific aggravating factors: Tenant vacates property within four months of the attempt to end a tenancy by service of a notice to quit.

Attempting to end a tenancy orally or requiring that it is ended orally – Section 16E(1)(c) of the Housing Act 1988

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£6,000	£7,000	£4,800	£6,000	£7,200

Breach-specific mitigating factors: None.
Breach-specific aggravating factors: Tenant vacates property within four months of the attempt to end a tenancy orally.

Serving a possession notice that attempts to end a tenancy outside the prescribed Section 8 process – Section 16E(1)(d) of the Housing Act 1988

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£6,000	£7,000	£4,800	£6,000	£7,200

Breach-specific mitigating factors: None.
Breach-specific aggravating factors: Tenant vacates property within four months of the attempt to end a tenancy outside the prescribed Section 8 process.

Relying on a ground where the person does not reasonably believe that the landlord is, will, or may be able to obtain possession on that ground and the tenant(s) surrendered the tenancy within four months beginning with the date of contravention, without a possession order for possession of the dwelling-house being made – Section 16E(1)(e) of the Housing Act 1988

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£6,000	£7,000	£4,800	£6,000	£7,200

Breach-specific mitigating factors: None.
Breach-specific aggravating factors: None.

Failing to provide a tenant with prior notice that a ground which requires it may be used – Section 16E(1)(f) of the Housing Act 1988

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£3,000	£7,000	£2,400	£3,000	£3,600

Breach-specific mitigating factors: None.
Breach-specific aggravating factors: None.

Failure to give an existing tenant prescribed information about changes made by the Renters' Rights Act 2025 in the prescribed form and timeframe – paragraph 7(2) of Schedule 6 to the Renters' Rights Act 2025 (The power to impose a civil penalty for this breach is contained in Section 16I(1) of the Housing Act 1988, as amended by paragraph 7(1) of Schedule 6 to the Renters' Rights Act 2025)

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£4,000	£7,000	£3,200	£4,000	£4,800

Breach-specific mitigating factors:
- *Provision of some of the required prescribed information within the required period.*
- *Provision of the prescribed information, but not in the prescribed form.*

Breach-specific aggravating factors: None.

Continuation of conduct subject to a relevant penalty (under s.16I or s.16K Housing Act 1988) after the 28-day period (or, if appealed, after conclusion of the appeal) where the final notice has not been withdrawn – Section 16J(3) of the Housing Act 1988

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
Double the starting level for the two constituent breaches added together	£40,000	Dependent on the constituent breaches	Dependent on the constituent breaches	Dependent on the constituent breaches

Offence-specific mitigating factors: None.
Offence-specific aggravating factors: None.

Conduct giving rise to liability under s.16I, where within the preceding five years the person has either (i) had a relevant penalty (under s.16I or s.16K Housing Act 1988) imposed for different conduct (final notice not withdrawn), or (ii) been convicted under s.16J for different conduct – Section 16J(4) of the Housing Act 1988

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
Double the starting level for the two constituent breaches added together	£40,000	Dependent on the constituent breaches	Dependent on the constituent breaches	Dependent on the constituent breaches

Offence-specific mitigating factors: Dependent on the most recent conduct giving rise to liability to a civil penalty under Section 16I of the Housing Act 1988.

Offence-specific aggravating factors: Dependent on the most recent conduct giving rise to liability to a civil penalty under Section 16I of the Housing Act 1988.

Relying on a ground where the person knows that the landlord would not be able to obtain an order for possession on that ground, or being reckless as to whether they would be able to do so, and the tenant(s) surrendered the tenancy within four months of the ground being relied on (without a possession order) – Section 16J(1) of the Housing Act 1988

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£30,000	£40,000	£24,000	£30,000	£36,000

Offence-specific mitigating factors: None.
Offence-specific aggravating factors: None.

Breach of restrictions relating to reletting (s.16E(2) Housing Act 1988) or remarketing (s.16E(3) Housing Act 1988) a property within the restricted period after using Grounds 1 or 1A of Schedule 2 – Section 16J(2) of the Housing Act 1988

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£25,000	£40,000	£20,000	£25,000	£30,000

Offence-specific mitigating factors: None.
Offence-specific aggravating factors: None.

4.3 Housing and Planning Act 2016 Offences

Breach of a banning order – Section 21(1) of the Housing and Planning Act 2016

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£35,000	£40,000	£28,000	£35,000	£42,000

Offence-specific mitigating factors: A single, isolated incident.
Offence-specific aggravating factors: Concealment or evasion (e.g., deliberate attempt to hide the banned activity).

4.4 Renters' Rights Act 2025 Breaches

Discrimination relating to children in the lettings process – Section 33(1) of the Renters' Rights Act 2025

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£6,000	£7,000	£4,800	£6,000	£7,200

Breach-specific mitigating factors: None.
Breach-specific aggravating factors: None.

Discrimination relating to benefits in the lettings process – Section 34(1) of the Renters' Rights Act 2025

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£6,000	£7,000	£4,800	£6,000	£7,200

Breach-specific mitigating factors: None.
Breach-specific aggravating factors: None.

Failure to specify proposed rent in a written advertisement or offer – Section 56(2) of the Renters' Rights Act 2025

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£3,000	£7,000	£2,400	£3,000	£3,600

Breach-specific mitigating factors: None.

Breach-specific aggravating factors: None.

Inviting, encouraging or accepting any offer of rent higher than the stated rate – Section 56(3) of the Renters' Rights Act 2025

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£4,000	£7,000	£3,200	£4,000	£4,800

Breach-specific mitigating factors: None.

Breach-specific aggravating factors: None.

4.5 Electrical Safety Standards in Private and Social Rented Sector (England) Regulations 2020 – Breach of Duties

Failure to comply with duties under The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 (Regulation 3: (3)(b), (3)(d), (3)(e); and Regulation 3D: (a), (b), (c), (f))

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£5,000	£40,000	£4,000	£5,000	£6,000

Breach-specific mitigating factors: The inspection report or record shows that the electrical installations were compliant at all required points in time.

Breach-specific aggravating factors: The number, nature, or severity of the electrical safety issues observed on the inspection report or record.

Failure to comply with duties under The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 (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))

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£12,500	£40,000	£10,000	£12,500	£15,000

Breach-specific mitigating factors: The inspection report or record shows that the electrical installations were compliant at all required points in time.

Breach-specific aggravating factors: The number, nature, or severity of the electrical safety issues observed on the inspection report or record.

Failure to comply with duties under The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 (Regulation 3: (4), (5A), (6); Regulation 3C: (2)(b), (4))

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£20,000	£40,000	£16,000	£20,000	£24,000

Breach-specific mitigating factors: None.

Breach-specific aggravating factors: The number, nature, or severity of the electrical safety issues observed on the report or record.

4.6 Housing Act 2004 Breaches and Offences

Failure to secure the removal of a Category 1 hazard, or to meet a Type 1 requirement, at qualifying residential premises – Section 6A of the Housing Act 2004

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£6,000	£7,000	£4,800	£6,000	£7,200

Breach-specific mitigating factors:

- *Access to the property was prevented by the occupant(s) despite the responsible person having taken appropriate steps to secure access.*

Breach-specific aggravating factors:

- *None.*

Failure to comply with an Improvement Notice – Section 30(1) of the Housing Act 2004

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£25,000	£40,000	£20,000	£25,000	£30,000

Offence-specific mitigating factors:

- *The nature and extent of hazard(s) present once the deadline for compliance has passed.*
- *Whether the property is unoccupied once the deadline for compliance has passed.*
- *Where access to the property was prevented by the actions or refusal of the occupant(s), evidence that the landlord took steps to obtain access to carry out the required works, but those steps fell short of establishing a reasonable excuse for non-compliance.*

Offence-specific aggravating factors:

- *The nature and extent of hazard(s) present once the deadline for compliance has passed.*

Failure to comply with an overcrowding notice – Section 139(7) of the Housing Act 2004

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£20,000	£40,000	£16,000	£20,000	£24,000

Offence-specific mitigating factors: None.
Offence-specific aggravating factors: The level of overcrowding present.

Failure to obtain an HMO licence – Section 72(1) of the Housing Act 2004

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£17,000	£40,000	£13,600	£17,000	£20,400

Offence-specific mitigating factors: None.
Offence-specific aggravating factors:

- *The landlord had knowledge of or prior experience with the requirement to license the property (e.g., a history of managing or licensing other properties).*
- *The condition and/or facilities of the unlicensed property.*

Knowingly permitting over-occupation of an HMO – Section 72(2) of the Housing Act 2004

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£20,000	£40,000	£16,000	£20,000	£24,000

Offence-specific mitigating factors: There are suitable amenity and space provisions in the HMO (mitigating the impact of over-occupation).
Offence-specific aggravating factors: The level of over-occupation present.

Failure to comply with The Management of Houses in Multiple Occupation (England) Regulations 2006 – Section 234(3) of the Housing Act 2004

The Management of Houses in Multiple Occupation (England) Regulations 2006 impose duties on HMO managers in respect of:

- Providing information to occupiers [Regulation 3]
- Taking safety measures, including fire safety measures [Regulation 4]
- Maintaining the water supply and drainage [Regulation 5]
- Supplying and maintaining gas and electricity, including having these services/appliances regularly inspected [Regulation 6]
- Maintaining common parts [Regulation 7]
- Maintaining living accommodation [Regulation 8]
- Providing sufficient waste disposal facilities [Regulation 9]

The Licensing and Management of Houses in Multiple Occupation (Additional Provisions) (England) Regulations 2007 impose similar duties on HMO managers (for HMOs defined by Section 257 of the Housing Act 2004) in respect of:

- Providing information to occupiers [regulation 4]
- Taking safety measures, including fire safety measures [regulation 5]
- Maintaining the water supply and drainage [regulation 6]
- Supplying and maintaining gas and electricity, including having these services/appliances regularly inspected [regulation 7]
- Maintaining common parts [regulation 8]
- Maintaining living accommodation [regulation 9]
- Providing sufficient waste disposal facilities [regulation 10]

Where there are multiple breaches of a single Management Regulation at a single HMO, a single civil penalty will be imposed covering all breaches of that specific Regulation. Where multiple different Management Regulations have been breached at a single HMO, a separate civil penalty will be imposed for each distinct Regulation breached.

The following tables set out the starting point and adjustments for each category of HMO Management Regulation breach:

Duty	Starting point	Max	Type ↓ −20%	No adj.	Type ↑ +20%
Duty of manager to provide information to occupier	**£3,000**	**£40,000**	£2,400	£3,000	£3,600

Offence-specific mitigating/aggravating factors: The nature and extent of offences under this specific regulation. Additional aggravating factor: the landlord's failure to provide any outstanding contact information more than 48 hours after it was requested by an occupant.

Duty	Starting point	Max	Type ↓ −20%	No adj.	Type ↑ +20%
Duty of manager to take safety measures	**£20,000**	**£40,000**	£16,000	£20,000	£24,000

Offence-specific mitigating/aggravating factors: The number, nature, and extent of offences under this specific regulation.

Duty	Starting point	Max	Type ↓ −20%	No adj.	Type ↑ +20%
Duty of manager to maintain the water supply and drainage	**£10,000**	**£40,000**	£8,000	£10,000	£12,000

Offence-specific mitigating/aggravating factors: The number, nature, and extent of offences under this specific regulation.

Duty	Starting point	Max	Type ↓ −20%	No adj.	Type ↑ +20%
Duty of manager to supply and maintain gas and electricity	**£12,000**	**£40,000**	£9,600	£12,000	£14,400

Offence-specific mitigating/aggravating factors: The number, nature, and extent of offences under this specific regulation.

Duty	Starting point	Max	Type ↓ −20%	No adj.	Type ↑ +20%
Duty of manager to maintain common parts, fixtures, fittings and appliances	**£7,000**	**£40,000**	£5,600	£7,000	£8,400

Offence-specific mitigating/aggravating factors: The number, nature, and extent of offences under this specific regulation.

Duty	Starting point	Max	Type ↓ −20%	No adj.	Type ↑ +20%
Duty of manager to maintain living accommodation	**£7,000**	**£40,000**	£5,600	£7,000	£8,400

Offence-specific mitigating/aggravating factors: The number, nature, and extent of offences under this specific regulation.

Duty	Starting point	Max	Type ↓ −20%	No adj.	Type ↑ +20%
Duty to provide waste disposal facilities	**£7,000**	**£40,000**	£5,600	£7,000	£8,400

Offence-specific mitigating/aggravating factors: The nature and extent of offences under the specific regulation. Additional aggravating factors: a lack of sufficient refuse/litter containers previously reported; refuse/litter requiring disposal includes hazardous materials.

Breach of Licence Conditions – Section 72(3) of the Housing Act 2004

All granted HMO licences impose a set of conditions on the licence holder. It is important that the licence holder of a licensed property complies with all imposed conditions, but the Council recognises that a failure to comply with certain licence conditions is likely to have a much bigger impact on the safety and comfort of residents than others. The starting levels for each different type of licence condition breach are set out below based on the seriousness of the offence. (Where a licence condition could be interpreted to fall within two different potential starting levels, the higher starting level will be chosen.) If multiple licence conditions have been breached at a single property, a separate civil penalty will be imposed for each licence condition that has been breached.

Licence condition tier 1

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£4,000	**£40,000**	**£3,200**	**£4,000**	**£4,800**

Offence-specific mitigating/aggravating factors: The nature and extent of offences under this specific regulation.

Failure to comply with licence conditions related to: the display of prescribed information and documentation within the HMO, including licence details, safety certificates and emergency information; the provision of written tenancy agreements and statements of occupancy terms to all tenants; the maintenance of an up-to-date register of occupants and rooms within the property; the notification to the local authority of changes in ownership, management arrangements or significant works to the property; attendance at training or demonstration of competence where required by the local authority; Carrying out items on a schedule of works not otherwise mentioned in the HMO licence conditions section of this policy, relating to non-compliance with items on a schedule of works.

Licence condition tier 2

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£7,000	£40,000	£5,600	£7,000	£8,400

Offence-specific mitigating/aggravating factors: The nature and extent of offences under this specific regulation.

Failure to comply with licence conditions related to: procedures and actions regarding inspections; maintenance and use of common parts, living areas, amenities and facilities; compliance with the HMO Management Regulations 2006; compliance of furnishings or furniture with fire safety regulations; waste and waste receptacles; allowing access for inspections by authorised officers; minimising risk of disruption or harm during works; general compliance with Council and statutory HMO standards; carrying out items on a schedule of works in relation to provision of mechanical extraction or electrical sockets.

Licence condition tier 3

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£12,500	£40,000	£10,000	£12,500	£15,000

Offence-specific mitigating/aggravating factors: The nature and extent of offences under this specific regulation.

Failure to comply with licence conditions related to: the provision of documentation regarding gas installations, including annual gas safety certificates; the provision of documentation regarding electrical installations and appliances, including Electrical Installation Condition Report; the provision of documentation regarding fire detection systems and smoke alarms; the provision of documentation regarding the condition and safety of furniture; the maintenance of a logbook of servicing and maintenance records for fire alarm and emergency lighting systems; notification of incidents including fires, criminal activity, and carbon monoxide poisoning; notification to the local authority of convictions or cautions relevant to the fit and proper person test; procedures and actions regarding anti-social behaviour; carrying out items on a schedule of works in relation to the provision of personal hygiene facilities, bathing and toilet facilities, or kitchen facilities.

Licence condition tier 4

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£20,000	£40,000	£16,000	£20,000	£24,000

Offence-specific mitigating/aggravating factors: The nature and extent of offences under this specific regulation.

Failure to comply with licence conditions related to: minimum floor areas for sleeping accommodation; occupancy rates and the maximum number of persons or households permitted to occupy the property; occupancy of rooms or areas not designated for use as sleeping accommodation.

Licence condition tier 5

Starting point	Statutory maximum	Landlord Type ↓ −20%	No adjustment	Landlord Type ↑ +20%
£25,000	£40,000	£20,000	£25,000	£30,000

Offence-specific mitigating/aggravating factors: The nature and extent of offences under this specific regulation.

Failure to comply with licence conditions related to: the condition, existence and proper functioning of smoke alarms, fire detection systems, fire precautions and firefighting equipment; the condition and proper functioning of emergency lighting systems; the condition and safety of electrical appliances provided by the licence holder; the provision and maintenance of safe means of escape, including fire exit routes and tenant awareness of fire procedures; the reapplication for a licence prior to expiry; carrying out items on a schedule of works in relation to fire safety, including remedial works identified in a fire risk assessment (Schedule 1).

5.0 Process for Imposing a Civil Penalty and the Right to Make Written Representations

Notice of intent: Before imposing a civil penalty on a landlord, the Council will serve the landlord with a notice of intent. The notice of intent will set out:

- The amount of the proposed civil penalty,
- The reasons for proposing to impose the civil penalty, and
- Information about the landlord's right to make written representations.

Right to make written representations

A landlord who is given a notice of intent may make written representations to the Council about the proposal to impose a civil penalty. Any representations must be made within 28 days, beginning with the day after the date on which the notice of intent was given.

Decision after the representation period

After the 28-day period for representations has ended, the Council will:

- Decide whether to impose a civil penalty on the landlord; and
- If it decides to impose a civil penalty, decide the amount of the penalty. (This amount can be higher or lower than the amount stated in the notice of intent, depending on the evidence or arguments presented in any representations.)

> ⚠ *If a landlord remedies the identified breach or offence during the representation period, this will rarely, by itself, cause the Council to decide not to impose a civil penalty. However, coming into compliance at that stage will usually be considered as a mitigating factor that might reduce the level of any final penalty. Similarly, an admission of liability will rarely, by itself, make the Council decide not to impose a penalty, but such an admission will usually be treated as a mitigating factor that could reduce the penalty.*

Final notice: If, following any written representations (or after the period for representations passes with none received), the Council decides to impose a civil penalty on the landlord, it will serve the landlord with a final notice imposing that penalty. The final notice will set out:

- The amount of the civil penalty;
- The reasons for imposing the penalty;
- Information about how to pay the penalty;
- The period (deadline) for payment of the penalty;
- Information about the landlord's rights of appeal; and
- The consequences of failing to comply with the final notice.

6.0 Discount for Prompt Payment

Where a civil penalty imposed by a final notice is paid in full within the period specified in that notice (normally 28 days beginning with the day after the final notice is given), the Council will apply a 15% discount to the amount of the civil penalty.

The availability of this discount is conditional upon full payment being received within the specified period. Note: The discount period will not be extended or paused by the lodging of an appeal. A landlord who chooses to appeal may still obtain the discount by paying the penalty in full within the specified period; however, if full payment is not made within that period, the discount will not apply.

Illustrative example of the prompt payment discount

A landlord of an HMO property fails to obtain a licence. They operate only two HMO properties and there are no other relevant factors or aggravating features. The starting point for this offence under the Council's civil penalties matrix is £17,000.

The Council issues a notice of intent proposing a civil penalty of £17,000. The landlord makes written representations. After considering those representations, the Council decides to impose a final civil penalty of £16,000 (as set out in the final notice).

If the landlord pays the £16,000 in full within the specified 28-day period, a 15% prompt payment discount will be applied, resulting in a reduced payment of £13,600.

7.0 Appeals

A landlord who is given a final notice may appeal to the First-tier Tribunal (Property Chamber) against either the decision to impose a civil penalty or the amount of the penalty (or both). Any appeal must be made within 28 days beginning with the day after the date on which the final notice was given. If an appeal is brought, the final notice is suspended (i.e. no payment is due and no other action will be taken to enforce the penalty) until the appeal is finally determined or withdrawn.

An appeal to the First-tier Tribunal is essentially a re-hearing of the Council's decision. In deciding the appeal, the Tribunal may consider matters that the Council was not aware of at the time it made its decision to impose the civil penalty. The Tribunal may also dismiss an appeal if it finds that the appeal is frivolous or vexatious, is an abuse of process, or has no reasonable prospect of success.

The First-tier Tribunal may invite the parties to consider mediation or another form of alternative dispute resolution. (Note: The Council will not generally agree to mediation regarding the level of a civil penalty, as penalties are determined by reference to this policy to promote fair, consistent, and proportionate outcomes. Agreeing to reductions outside the policy's framework would risk undermining consistency and the Council's enforcement objectives.)

Upon determining an appeal, the First-tier Tribunal may:

- Confirm the civil penalty (uphold the penalty as imposed by the Council);
- Vary the amount of the civil penalty (increase or reduce it); or
- Cancel the civil penalty entirely.

If the Tribunal increases a civil penalty, it may do so only up to the applicable statutory maximum for the relevant breach or offence (£7,000 or £40,000, as applicable). Any party to the proceedings may also seek permission to appeal the decision of the First-tier Tribunal to the Upper Tribunal (Lands Chamber), in accordance with the Tribunal's rules and procedures.

As of 2026, the address and contact details of the First-Tier Tribunal (Southern Region) were:

First-Tier Tribunal (Property Chamber) Residential Property

Havant Justice Centre, The Court House, Elmleigh Road, Havant, Hampshire, PO9 2AL

Email: rpsouthern@justice.gov.uk | Tel: 01243 779 394 | Fax: 0870 7395 900

The address of the First-Tier Tribunal changes from time to time, but the latest address will be detailed on any Final Notice served and can be found at: https://www.gov.uk/courts-tribunals/first-tier-tribunal-property-chamber

8.0 Recovery of Unpaid Financial Penalties

County Court

The Council will take robust action to recover any financial penalty (or part thereof) not paid within 28 days of the date the Final Notice was served.

An application for an order of the County Court will be made in respect of all unpaid financial penalties. A certificate signed by the Chief Finance Officer of the Council stating that the financial penalty (or part thereof) has not been paid will be accepted by the Court as conclusive evidence of that fact, in accordance with Paragraph 11 of Schedule 13A to the 2004 Act (relevant housing offences) and Paragraph 11 of Schedule 1 to the 2016 Act (breaches of banning orders).

In taking court action, the Council would seek to recover interest and any court expenses incurred, in addition to claiming the full amount of unpaid financial penalty.

Enforcement

If an offender does not comply with an order of the Court, the Council will make an application to enforce the judgement. The type of enforcement action pursued would depend on the circumstances of the case and the amount owed. The most likely types of enforcement action are shown below.

Court bailiffs

A court bailiff will ask for payment. If the debt is not paid, the bailiff will visit the offender's home or business address to establish whether anything can be seized and sold to pay the outstanding debt.

Charging Order – Order of Sale

The Council can apply to place a charging order on any property owned by the offender. If a debt remains outstanding after a charging order has been registered, the Council can make an application for an order of sale. The property would then be subject to an enforced sale and the proceeds used to settle the debt owed to the Council.

Attachment to Earnings Order

If the offender is in paid employment, the Council can apply to the Court for an attachment to earnings order. Such an order would require the offender's employer to make salary deductions. Amounts would be deducted regularly at the direction of the Court until the debt owed to the Council has been fully discharged.

9.0 Review

This Policy will be subject to review and amended to reflect any change in legislation, corporate policy or official guidance. Any amendment shall be in line with meeting the requirements of the legislation and the public interest. Any minor changes to this Policy, being those that are required by amendments to legislation or typographical amendments, are authorised to be made by the Head of Housing and Community Services.

10.0 Help and Advice

If you would like further advice or clarification, the Private Sector Housing Team can help.

Please ring us on 01795 417538 and speak to one of our officers. We can also be contacted by email on: housingadmin@swale.gov.uk

Alternatively, you can write to us at:

Housing Standards and Assistance, Swale Borough Council, Swale House, East Street, Sittingbourne, Kent, ME10 3HT