



**Oversight and Governance**

Chief Executive's Department

Plymouth City Council

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Published 10/07/24

## Delegated Decisions

### Delegated Executive/Officer Decisions

Delegated Executive and Officer decisions are published and are available at the following link - <https://tinyurl.com/ms6umor>

Cabinet decisions subject to call-in are published at the following link - <http://tinyurl.com/yddrql6>

Notice of call-in for non-urgent decisions must be given to the Democratic Support Team by 4.30 pm on 17 July 2024. Please note – urgent decisions and non-key Council Officer decisions cannot be called in. Copies of the decisions together with background reports are available for viewing as follows:

- on the Council's Intranet Site at <https://modgov/mgDelegatedDecisions.aspx>
- on the Council's website at <https://tinyurl.com/jhnax4e>

The decisions detailed below may be implemented on 18 July 2024 if they are not called-in.

## **Delegated Decisions**

- 1. Councillor Tudor Evans OBE (Leader of the Council):**
  - 1.1. L06 24/25 - Theatre Royal Roof Repairs **(Pages 1 - 24)**
- 2. Councillor Sally Cresswell (Cabinet Member for Education, Skills and Apprenticeships):**
  - 2.1. ESA01 24/25 - CSW Group Ltd **(Pages 25 - 54)**
- 3. Councillor Chris Penberthy (Cabinet Member for Housing, Co-Operative Development and Community):**
  - 3.1. HCDC01 24/25 - Electrical Safety Standards Policy, and Smoke and Carbon Monoxide Policy Review 2024 **(Pages 55 - 104)**

# EXECUTIVE DECISION

made by a Cabinet Member




## REPORT OF ACTION TAKEN UNDER DELEGATED AUTHORITY BY AN INDIVIDUAL CABINET MEMBER

Executive Decision Reference Number – L06 24/25

Decision				
1	<b>Title of decision:</b> Theatre Royal Roof Repairs			
2	<b>Decision maker:</b> Councillor Tudor Evans OBE (Leader of the Council)			
3	<b>Report author and contact details:</b> Kirstie Spencer (Head of HSW and Interim Service Lead for FM) Kirstie.Spencer@plymouth.gov.uk			
4	<b>Decision to be taken:</b>  <ol style="list-style-type: none"> <li>1. Approve the Business Case</li> <li>2. Allocate £288,975.43 for the project into the Capital Programme funded by Corporate Borrowing (Improvements to Corporate Estate), incorporated within 2024/2025 revenue budget setting.</li> <li>3. Award contracts for £248,975.43 to Clegg and Shortman for roof works and £20,000 to JLL for consultancy and project management</li> </ol>			
5	<b>Reasons for decision:</b>  Plymouth City Council are responsible for repair works to the Theatre Royal (Clause 4.2 of the lease dated 27/1/2015).  Works are urgently required to prevent further water ingress through the Fly Tower and Smoke Vent Roofs at the Theatre Royal, including a new tapered system that will modify the falls of the roof to improve drainage and keep water away where practical from vulnerable details.			
6	<b>Alternative options considered and rejected:</b>  <ol style="list-style-type: none"> <li>1. Do nothing – Rejected as this would breach PCC landlords' responsibilities for maintenance and repair (Clause 4.2 of the lease dated 27/1/2015).</li> </ol>			
7	<b>Financial implications and risks:</b>  An addition of £288,975.43 to the capital programme funded by Corporate Borrowing for improvement to the Councils estate.			
8	<b>Is the decision a Key Decision?</b> <b>(please contact <a href="#">Democratic Support</a> for further advice)</b>  Please type an X into the relevant boxes	<b>Yes</b>	<b>No</b>	<b>Per the Constitution, a key decision is one which:</b>  in the case of <b>capital</b> projects and contract awards, results in a new commitment to spend and/or save in
			x	

				excess of <b>£3million</b> in total
			<b>x</b>	in the case of <b>revenue</b> projects when the decision involves entering into new commitments and/or making new savings in excess of <b>£1 million</b> annually
			<b>x</b>	is <b>significant</b> in terms of its effect on communities living or working in an area comprising <b>two or more</b> wards in the area of the local authority.
	<b>If yes, date of publication of the notice in the <a href="#">Forward Plan of Key Decisions</a></b>	N/A		
<b>9</b>	<b>Please specify how this decision is linked to the Council's corporate plan/Plymouth Plan and/or the policy framework and/or the revenue/capital budget:</b>	Spending Money Wisely – ensure the repairs are undertaken in a timely manner to prevent further deterioration. Responsibility- Ensuring Plymouth City Council maintains its landlords' responsibilities for maintenance and repair (Clause 4.2 of the lease dated 27/1/2015).		
<b>10</b>	<b>Please specify any direct environmental implications of the decision (carbon impact)</b>	None		
<b>Urgent decisions</b>				
<b>11</b>	<b>Is the decision urgent and to be implemented immediately in the interests of the Council or the public?</b> Please type an X into the relevant box	<b>Yes</b>		(If yes, please contact Democratic Support ( <a href="mailto:democraticsupport@plymouth.gov.uk">democraticsupport@plymouth.gov.uk</a> ) for advice)
		<b>No</b>	<b>x</b>	<b>(If no, go to section 13a)</b>
<b>12a</b>	<b>Reason for urgency:</b>			
<b>12b</b>	<b>Scrutiny Chair Signature:</b>		<b>Date</b>	
	<b>Scrutiny Committee name:</b>			
	<b>Print Name:</b>			
<b>Consultation</b>				
<b>13a</b>	<b>Are any other Cabinet members' portfolios affected by the decision?</b> Please type an X into the relevant box	<b>Yes</b>	<b>x</b>	
		<b>No</b>		<b>(If no go to section 14)</b>
<b>13b</b>	<b>Which other Cabinet member's portfolio is affected by the decision?</b>	Councillor Chris Penberthy (Cabinet Member for Housing, Cooperative Development and Communities)		

<b>I3c</b>	<b>Date Cabinet member consulted</b>	26/3/24		
<b>I4</b>	<b>Has any Cabinet member declared a conflict of interest in relation to the decision?</b> Please type an X into the relevant box	<b>Yes</b>		If yes, please discuss with the Monitoring Officer
		<b>No</b>	<b>x</b>	
<b>I5</b>	<b>Which Corporate Management Team member has been consulted?</b>	<b>Name</b>	Giles Perritt	
		<b>Job title</b>	Assistant Chief Executive	
		<b>Date consulted</b>	4/4/2024	
<b>Sign-off</b>				
<b>I6</b>	<b>Sign off codes from the relevant departments consulted:</b>	<b>Democratic Support (mandatory)</b>	DSI8 24/25	
		<b>Finance (mandatory)</b>	CH.24.25.013	
		<b>Legal (mandatory)</b>	LS/00003610/1/LB/04/07/24	
		<b>Procurement (if applicable)</b>	HG/PS/734/ED/0724	
		<b>Corporate property (decisions involving Council owned land or facilities) (if applicable)</b>	JW 0119 04/07/24	
		<b>Human Resources (if applicable)</b>	N/A	
<b>Appendices</b>				
<b>I7</b>	<b>Ref.</b>	<b>Title of appendix</b>		
	A	Briefing report for publication		
	B	Climate Impact Assessment - Required		
	C	EIA		
<b>Confidential/exempt information</b>				
<b>I8a</b>	<b>Do you need to include any confidential/exempt information?</b> Please type an X into the relevant box	<b>Yes</b>		If yes, prepare a second, confidential ('Part II') briefing report and indicate why it is not for publication by virtue of Part I of Schedule 12A of the Local Government Act 1972 by ticking the relevant box in <b>I8b</b> below.  (Keep as much information as possible in the briefing report that will be in the public domain)
		<b>No</b>	<b>x</b>	
		<b>Exemption Paragraph Number</b>		

		1	2	3	4	5	6	7
<b>18b</b>	<b>Confidential/exempt briefing report title:</b>							
<b>Background Papers</b>								
<b>19</b>	<p>Please list all unpublished, background papers relevant to the decision in the table below.</p> <p>Background papers are <u>unpublished</u> works, relied on to a material extent in preparing the report, which disclose facts or matters on which the report or an important part of the work is based. If some/all of the information is confidential, you must indicate why it is not for publication by virtue of Part 1 of Schedule 12A of the Local Government Act 1972 by ticking the relevant box.</p>							
Title of background paper(s)		Exemption Paragraph Number						
		1	2	3	4	5	6	7
<b>Cabinet Member Signature</b>								
<b>20</b>	<p>I agree the decision and confirm that it is not contrary to the Council's policy and budget framework, Corporate Plan or Budget. In taking this decision I have given due regard to the Council's duty to promote equality of opportunity, eliminate unlawful discrimination and promote good relations between people who share protected characteristics under the Equalities Act (2010) and those who do not. For further details please see the EIA attached.</p>							
<b>Signature</b>				<b>Date of decision</b>	10 July 2024			
<b>Print Name</b>	Councillor Tudor Evans OBE (Leader of the Council)							

# CAPITAL INVESTMENT BUSINESS CASE

Repairs to Theatre Royal Roof



## EXECUTIVE SUMMARY

*The Executive Summary is a short summary of the Business Case and should be the last section you complete, this will enable you to extract or only the key facts from relevant sections i.e. 'project on a page'. The summary is a 'snapshot' of the business case which will need to tell the story and sell the proposal.*

Plymouth City Council are responsible for repair works to the Theatre Royal (Clause 4.2 of the lease dated 27/1/2015).

Works are urgently required to prevent further water ingress through the Fly Tower and Smoke Vent Roofs at the Theatre Royal, including a new tapered system that will modify the falls of the roof to improve drainage and keep water away where practical from vulnerable details.

This project will mitigate risks through the following benefits:

- Future-proof roof integrity and reduce liability for further roof repairs and damage to building.
- Reduced risk of civil claims.
- Relationship with TRP positive and supports business activities and safety of building and staff.
- Reduced risk of reputational damage for PCC

This project will have little or no impact on climate and any impact will be positive.  
Project procured through specialist contractor due to nature of works. Project management also procured through same contract.

## CAPITAL COSTS AND FINANCING

<b>Breakdown of project costs including fees surveys and contingency</b>	<b>Prev. Yr.</b>	<b>23/24</b>	<b>24/25</b>	<b>25/26</b>	<b>26/27</b>	<b>27/28</b>	<b>Future Yrs.</b>	<b>Total</b>
	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>
Project Cost			248,975.43					248,975.43
Professional Fees			20,000					20,000
Contingency			20,000					20,000
<b>Total capital spend</b>			<b>288,975.43</b>					<b>288,975.43</b>

<b>SECTION I: PROJECT DETAIL</b>			
<b>Project Value (indicate capital or revenue)</b>	£288,975.43 Capital	<b>Contingency (show as £ and % of project value)</b>	£20,000 7%
<b>Programme</b>	Building Maintenance	<b>Directorate</b>	Place
<b>Portfolio Holder</b>	Cllr Chris Penberthy, Housing and Co-operative Development	<b>Service Director</b>	Interim arrangements Kirstie Spencer reporting to Anthony Payne
<b>Senior Responsible Officer (client)</b>	Kirstie Spencer Head of HSW and Interim Strategic Lead for FM	<b>Project Manager</b>	Robert Flatt
<b>Address and Post Code</b>	Theatre Royal Plymouth Royal Parade, Plymouth PL1 2TR	<b>Ward</b>	St Peter and the Waterfront
<b>Current Situation:</b> <i>(Provide a brief, concise paragraph outlining the current situation and explain the current business need, problem, opportunity or change of circumstances that needs to be resolved)</i>			
<p>Plymouth City Council are responsible for repair works to the Theatre Royal (Clause 4.2 of the lease dated 27/1/2015).</p> <p>Works are urgently required to prevent further water ingress through the Fly Tower and Smoke Vent Roofs at the Theatre Royal, including a new tapered system that will modify the falls of the roof to improve drainage and keep water away where practical from vulnerable details.</p> <p>Robert Flatt (Chartered Surveyor and Director of JLL Building Consultancy) was engaged to carry out relevant condition survey and produce detailed specification. Subsequently a quotation for the work has been received from Cleggs &amp; Shortman to provide a new BauderFlex system to both the Fly Tower and Smoke Vent Roofs at the Theatre Royal.</p>			
<b>Proposal:</b> <i>(Provide a brief, concise paragraph outlining your scheme and explain how the business proposal will address the current situation above or take advantage of the business opportunity) and (What would happen if we didn't proceed with this scheme?)</i>			
<p>The following works are required:</p> <ol style="list-style-type: none"> <li>1. To clean the roof and apply primer, as required.</li> <li>2. For the supply and installation of the Bauder felt system, on to the existing roof covering, in line with the Bauder specification.</li> <li>3. For the supply and installation of all flashing finishing etc, in matching felt.</li> <li>4. For the provision of necessary welfare and security fencing.</li> <li>5. Scaffold tower to be tied to façade.</li> <li>6. Scaffold and hoist by JEM Scaffolding.</li> </ol> <p>If these works are not carried out, water ingress will continue and there will result in disruption to the Theatre Royal business activities.</p>			
<b>Why is this your preferred option:</b> <i>(Provide a brief explanation why this option is preferred) and (Explain why this is a good capital investment and how this would be an advantage for the Council) and (explain how the preferred option is the right balance between the risks and benefits identified below).</i>			



This is the only appropriate and financially viable option to address the deficiencies within the timescale required so that business remains unaffected.	
<b>Option Analysis:</b> <i>(Provide an analysis of 'other' options which were considered and discounted, the options considered must be a 'do Nothing' and 'do minimum' and 'viable alternative' options. A SWOT – Strength, Benefit, Opportunity, Threat analysis could be attached as an appendix).</i>	
<b>Do Nothing Option</b>	
<b>List Benefits:</b>	No requirement for immediate financial commitment
<b>List Risk / Issues:</b>	Risk of further damage to building integrity and risk of interruption of Theatre Royal business activities. Reputational risk for PCC. Risk of civil claims / breach of contract.
<b>Cost:</b>	Possible claim for compensation
<b>Why did you discount this option</b>	The risks are too significant.
<b>Do Minimum Option</b>	
<b>List Benefits:</b>	N/A – the minimum option is the viable option.
<b>List Risk / Issues:</b>	
<b>Cost:</b>	
<b>Why did you discount this option</b>	
<b>Viable Option</b>	
	Project works as described in section I, to prevent further water ingress through the Fly Tower and Smoke Vent Roofs at the Theatre Royal, including a new tapered system that will modify the falls of the roof to improve drainage and keep water away where practical from vulnerable details.
<b>List Benefits:</b>	This will address the current water ingress and building damage and will also prevent future damage and requirement for reactive maintenance.
<b>List Risk / Issues:</b>	Financial risk
<b>Cost:</b>	£288,975.43 includes 7% contingency (£20,000)

<b>Strategic Case:</b>	
<b>Which Corporate Plan priorities does this project deliver?</b>	a welcoming city
	a vibrant cultural offer
	Select a priority

<b>Milestones and Date:</b>		
Contract Award Date	Start On Site Date	Completion Date
15 July 2024	31 July 2024	30 Sept 2024

## SECTION 2: PROJECT RISK, OUTCOMES AND BENEFITS

**Risk Register:** The Risk Register/Risk Log is a master document created during the early stages of a project. It includes information about each identified risk, level of risk, who owns it and what measures are in place to mitigate the risks (cut and paste more boxes if required).

<b>Potential Risks Identified</b>		<b>Likelihood</b>	<b>Impact</b>	<b>Overall Rating</b>
<b>Risk</b>	Risk of weather impacting the works and causing delays to project timetable	Medium	Medium	Medium
<b>Mitigation</b>	Works are planned during summer periods and therefore expectation of finer weather. Contingency built into programme	Medium	Medium	Medium
<b>Calculated risk value in £ (Extent of financial risk)</b>	£20,000	<b>Risk Owner</b>	Kirstie Spencer	
<b>Risk</b>	Risk of adverse publicity and reputational damage if works are delayed and business activities are paused / halted	Low	High	Medium
<b>Mitigation</b>	Works planned to start imminently and communication with TRP stakeholders ongoing	Low	High	Medium
<b>Calculated risk value in £ (Extent of financial risk)</b>	£500,000	<b>Risk Owner</b>	Kirstie Spencer	
<b>Risk</b>		Select value	Select value	Select value
<b>Mitigation</b>		Select value	Select value	Select value
<b>Calculated risk value in £ (Extent of financial risk)</b>	£	<b>Risk Owner</b>		
<b>Risk</b>		Select value	Select value	Select value
<b>Mitigation</b>		Select value	Select value	Select value
<b>Calculated risk value in £ (Extent of financial risk)</b>	£	<b>Risk Owner</b>		

## Outcomes and Benefits

**List the outcomes and benefits expected from this project.**

(An **outcome** is the result of the change derived from using the project's deliverables. This section should describe the anticipated outcome)

(A **benefit** is the measurable improvement resulting from an outcome that is perceived as an advantage. Benefits are the expected value to be delivered by the project, measurable whenever possible)

### Financial outcomes and benefits:

Future-proof roof integrity and reduce liability for further roof repairs and damage to building.

Reduced risk of civil claims.

### Non-financial outcomes and benefits:

Relationship with TRP positive and supports business activities and safety of building and staff.



Reduced risk of reputational damage for PCC

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**SECTION 3: CONSULTATION**

<b>Does this business case need to go to CMT</b>	No	<b>Date business case approved by CMT (if required)</b>
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**Climate Impact Assessment**

<b>Upload Climate Impact Wheel</b>	<div style="display: flex; align-items: center;"> <div style="text-align: center; margin-right: 20px;">  <p>Repairs to Theatre Royal Roof_FINAL Repairs to Theatre Royal Roof_REP921.p</p> <p>Assessment ID: REP921 Assessment Author: Kirstie Spencer</p> </div> <div style="text-align: center;">  </div> </div>
<b>Summary of the anticipated impact of the proposal on the climate (including any proposed mitigations and impacts beyond 2030)</b>	Little or no impact – any impact positive.

<b>Have you engaged with Procurement Service?</b>		No
<b>Procurement route options considered for goods, services or works</b>	Roof works and related consultancy and project management service procured through specialist contractors due to nature of works.	
<b>Procurements Recommended route.</b>	Roof works and related consultancy and project management service procured through specialist contractors due to nature of works.	
<b>Who is your Procurement Lead?</b>	Gosia Anthony	
<b>Is this business case a purchase of a commercial property?</b>		No
<b>If yes then provide evidence to show that it is not 'primarily for yield'</b>		

<b>Which Members have you engaged with and how have they been consulted (including the Leader, Portfolio Holders and Ward Members)</b>	Councillor Chris Penberthy
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<b>Confirm you have taken necessary Legal advice, is this proposal State Aid compliant, if yes please explain why.</b>	Yes
<b>Who is your Legal advisor you have consulted with?</b>	Liz Bryant

<b>Equalities Impact Assessment completed (This is a working document which should inform the project throughout its development. The final version will need to be submitted with your Executive Decision)</b>	Yes
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**SECTION 4: FINANCIAL ASSESSMENT**

**FINANCIAL ASSESSMENT:** *In this section the robustness of the proposals should be set out in financial terms. The Project Manager will need to work closely with the capital and revenue finance teams to ensure that these sections demonstrate the affordability of the proposals to the Council as a whole. Exact amounts only throughout the paper - not to be rounded.*

**CAPITAL COSTS AND FINANCING**

<b>Breakdown of project costs including fees surveys and contingency</b>	<b>Prev. Yr.</b>	<b>23/24</b>	<b>24/25</b>	<b>25/26</b>	<b>26/27</b>	<b>27/28</b>	<b>Future Yrs.</b>	<b>Total</b>
	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>
Project Cost			248,975.43					248,975.43
Professional Fees			20,000					20,000
Contingency			20,000					20,000
<b>Total capital spend</b>			<b>288,975.43</b>					<b>288,975.43</b>

**Provide details of proposed funding: Funding to match with Project Value**

<b>Breakdown of proposed funding</b>	<b>Prev. Yr.</b>	<b>23/24</b>	<b>24/25</b>	<b>25/26</b>	<b>26/27</b>	<b>27/28</b>	<b>Future Yrs.</b>	<b>Total</b>
	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>
Corporate Borrowing (Improvements to Corporate Estate)			288,975.43					288,975.43
<b>Total funding</b>			<b>288,975.43</b>					<b>288,975.43</b>

<b>S106 or CIL</b> (Provide Planning App or site numbers)	N/A
<b>Which alternative external funding sources been explored</b>	N/A
<b>Are there any bidding constraints and/or any restrictions or conditions attached to your funding</b>	N/A

<b>Tax and VAT implications</b>	N/A
<b>Tax and VAT reviewed by</b>	N/A
<b>Will this project deliver capital receipts?</b> <i>(If so please provide details)</i>	N/A

### REVENUE COSTS AND IMPLICATIONS

#### Cost of Developing the Capital Project (To be incurred at risk to Service area)

<b>Total Cost of developing the project</b>	
<b>Revenue cost code for the development costs</b>	
<b>Revenue costs incurred for developing the project are to be included in the capital total, some of the expenditure could be capitalised if it meets the criteria</b>	
<b>Budget Managers Name</b>	Kirstie Spencer

#### Ongoing Revenue Implications for Service Area

	Prev. Yr.	23/24 £	24/25 £	25/26 £	26/27 £	27/28 £	Future Yrs.
<b>Service area revenue cost</b>							
<b>Other</b> (eg: maintenance, utilities, etc)							
<b>Loan repayment</b> (terms agreed with Treasury Management)							
<b>Total Revenue Cost (A)</b>							
<b>Service area revenue benefits/savings</b>							
<b>Annual revenue income</b> (eg: rents, etc)							
<b>Total Revenue Income (B)</b>							
<b>Service area net (benefit) cost (B-A)</b>							
<b>Has the revenue cost been budgeted for or would this make a revenue pressure</b>							
<b>Which cost centre would the revenue pressure be shown</b>		<b>Has this been reviewed by the budget manager</b>					Y
<b>Name of budget manager</b>	Kirstie Spencer						

Loan value	£	Interest Rate	%	Term Years	Annual Repayment	£
<b>Revenue code for annual repayments</b>						
<b>Service area or corporate borrowing</b>						
<b>Revenue implications reviewed by</b>						


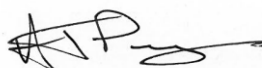
**Version Control:** (The version control table must be updated and signed off each time a change is made to the document to provide an audit trail for the revision and update of draft and final versions)

Author of Business Case	Date	Document Version	Reviewed By	Date
Kirstie Spencer	23/04/2024	v 1.0		00/00/2020
Kirstie Spencer	14/05/2024	v 2.0	Wendy Eldridge	15/05/2024
Kirstie Spencer	03/07/2024	v 3.0	Wendy Eldridge	03/07/2024
Kirstie Spencer	04/07/2024	v 4.0		00/00/2020
	00/00/2020	v 5.0		00/00/2020

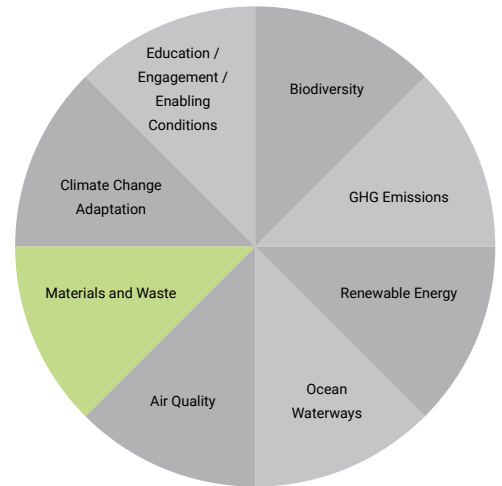
## SECTION 5: RECOMMENDATION AND ENDORSEMENT

**Recommended Decision** It is recommended that the Leader of the Council:

- Approves the Business Case
- Allocates £288,975.43 for the project into the Capital Programme funded by Corporate Borrowing (Improvements to Corporate Estate), incorporated within 2024/2025 revenue budget setting.
- Award contracts for £248,975.43 to Clegg and Shortman for roof works and £20,000 to JLL for consultancy and project management

<b>Councillor Tudor Evans OBE (Leader)</b>		<b>Anthony Payne</b>	
<b>Either email dated:</b>		<b>Either email dated:</b>	14/5/24
<b>Or signed:</b>		<b>Signed:</b>	
<b>Date:</b> 10/07/24		<b>Date:</b> 14/5/24	

# Repairs to Theatre Royal Roof FINAL



**Assessment ID:** REP921

**Assessment Author:** Kirstie Spencer

## Assessment Initial Summary:

Plymouth City Council are responsible for repair works to the Theatre Royal (Clause 4.2 of the lease dated 27/1/2015).

Works are urgently required to prevent further water ingress through the Fly Tower and Smoke Vent Roofs at the Theatre Royal, including a new tapered system that will modify the falls of the roof to improve drainage and keep water away where practical from vulnerable details.

The following works are required:

1. To clean the roof and apply primer, as required.
2. For the supply and installation of the Bauder felt system, on to the existing roof covering, in line with the Bauder specification.
3. For the supply and installation of all flashing finishing etc, in matching felt.
4. For the provision of necessary welfare and security fencing.
5. Scaffold tower to be tied to façade.
6. Scaffold and hoist by JEM Scaffolding.

## Assessment Final Summary:

This project will have a small positive impact on materials and waste but no or neutral impact on all other assessment areas.

**Biodiversity Score:** 3

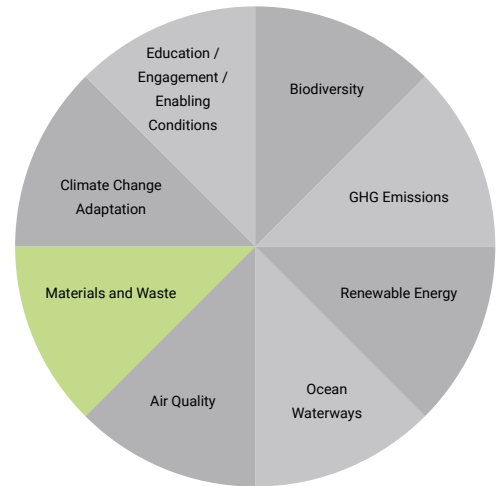
**Biodiversity Score Justification:** This project does not have any impact on biodiversity

**Biodiversity Score Mitigate:** No

**GHG Emissions Score:** 3

**GHG Emissions Score Justification:** This project has little or no effect on GHG Emissions

# Repairs to Theatre Royal Roof FINAL



**GHG Emissions Score Mitigate:** No

**Renewable Energy Score:** 3

**Renewable Energy Score Justification:** This project has no impact on renewable energy

**Renewable Energy Score Mitigate:** No

**Ocean and Waterways Score:** 3

**Ocean and Waterways Score Justification:** This project has no impact on ocean and waterways

**Ocean and Waterways Score Mitigate:** No

**Air Quality Score:** 3

**Air Quality Score Justification:** This project has no impact on air quality

**Air Quality Score Mitigate:** No

**Materials and Waste Score:** 4

**Materials and Waste Score Justification:** This project will improve the integrity of the Theatre Royal and decrease water ingress, therefore improving energy efficiency and decreasing waste and damage to building

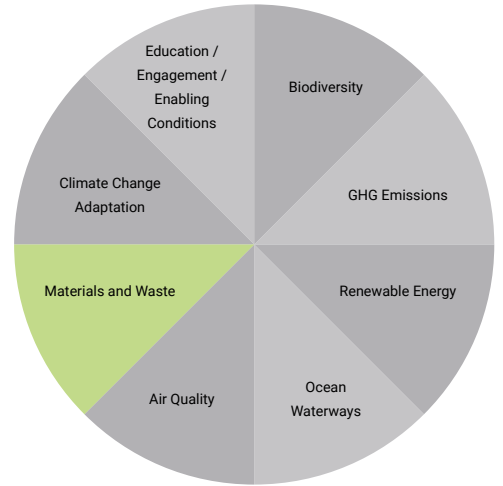
**Materials and Waste Score Mitigate:** No

**Climate Change Adaptation Score:** 3

**Climate Change Adaptation Score Justification:** This project has no impact on climate change adaptation



# Repairs to Theatre Royal Roof FINAL



**Climate Change Adaptation Score Mitigate:** No

**Education / Engagement / Enabling Conditions Score:** 3

**Education / Engagement / Enabling Conditions Score Justification:** This project will have no impact on education / engagement and enabling conditions.

**Education / Engagement / Enabling Conditions Score Mitigate:** No

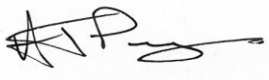
### Wheel Key

- Long lasting or severe negative impact
- Short term or limited negative impact
- No impact or neutral impact
- Short term or limited positive impact
- Long lasting or extensive positive impact

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# EQUALITY IMPACT ASSESSMENT – REPLACEMENT OF THEATRE ROYAL ROOF

## SECTION ONE: INFORMATION ABOUT THE PROPOSAL

<b>Author(s):</b> The person completing the EIA template.	Kirstie Spencer	<b>Department and service:</b>	Interim Service Lead for Facilities Management, Place Directorate	<b>Date of assessment:</b>	02/07/24
<b>Lead Officer:</b> Head of Service, Service Director, or Strategic Director.	Anthony Payne	<b>Signature:</b>		<b>Approval date:</b>	2.7.24
<b>Overview:</b>	<p>Plymouth City Council are responsible for repair works to the Theatre Royal (Clause 4.2 of the lease dated 27/1/2015).</p> <p>Works are urgently required to prevent further water ingress through the Fly Tower and Smoke Vent Roofs at the Theatre Royal, including a new tapered system that will modify the falls of the roof to improve drainage and keep water away where practical from vulnerable details.</p> <p>This project will mitigate risks through the following benefits:</p> <ul style="list-style-type: none"> <li>Future-proof roof integrity and reduce liability for further roof repairs and damage to building.</li> <li>Reduced risk of civil claims.</li> <li>Relationship with TRP positive and supports business activities and safety of building and staff.</li> <li>Reduced risk of reputational damage for PCC</li> </ul>				
<b>Decision required:</b>	<ul style="list-style-type: none"> <li>•Approve the Business Case</li> <li>•Allocate £288,975.43 for the project into the Capital Programme funded by Corporate Borrowing (Improvements to Corporate Estate), incorporated within 2024/2025 revenue budget setting.</li> <li>•Award contracts for £248,975.43 to Clegg and Shortman for roof works and £20,000 to JLL for consultancy and project management</li> </ul>				

**SECTION TWO: EQUALITY IMPACT ASSESSMENT SCREENING TOOL**

<p><b>Potential external impacts:</b> Does the proposal have the potential to negatively impact service users, communities or residents with protected characteristics?</p>	<p><b>Yes</b></p>		<p><b>No</b></p>	<p>x</p>
<p><b>Potential internal impacts:</b> Does the proposal have the potential to negatively impact Plymouth City Council employees?</p>	<p><b>Yes</b></p>		<p><b>No</b></p>	<p>x</p>
<p>Is a full Equality Impact Assessment required? (if you have answered yes to either of the questions above then a full impact assessment is required and you must complete section three)</p>	<p><b>Yes</b></p>	<p>x</p>	<p><b>No</b></p>	
<p>If you do not agree that a full equality impact assessment is required, please set out your justification for why not.</p>				

**SECTION THREE: FULL EQUALITY IMPACT ASSESSMENT**

Protected characteristics (Equality Act, 2010)	Evidence and information (e.g. data and consultation feedback)	Adverse impact	Mitigation activities	Timescale and responsible department
Age	<p>Plymouth</p> <ul style="list-style-type: none"> <li>• 16.4 per cent of people in Plymouth are children aged under 15.</li> <li>• 65.1 per cent are adults aged 15 to 64.</li> <li>• 18.5 percent are adults aged 65 and over.</li> <li>• 2.4 percent of the resident population are 85 and over.</li> </ul> <p>South West</p> <ul style="list-style-type: none"> <li>• 15.9 per cent of people are aged 0 to 14, 61.8 per cent are aged 15 to 64.</li> <li>• 22.3 per cent are aged 65 and over.</li> </ul> <p>England</p> <ul style="list-style-type: none"> <li>• 17.4 per cent of people are aged 0 to 14.</li> <li>• 64.2 per cent of people are aged 15 to 64.</li> <li>• 18.4 per cent of people are aged 65 and over.</li> </ul> <p>(2021 Census)</p>	No adverse impact	None required	N/A

<p><b>Care experienced individuals</b> (Note that as per the Independent Review of Children’s Social Care recommendations, Plymouth City Council is treating care experience as though it is a protected characteristic).</p>	<p>It is estimated that 26 per cent of the homeless population in the UK have care experience. In Plymouth there are currently 7 per cent of care leavers open to the service (6 per cent aged 18-20 and 12 per cent of those aged 21+) who are in unsuitable accommodation.</p> <p>The Care Review reported that 41 per cent of 19-21 year old care leavers are not in education, employment or training (NEET) compared to 12 per cent of all other young people in the same age group.</p> <p>In Plymouth there are currently 50 per cent of care leavers aged 18-21 Not in Education Training or Employment (54 per cent of all those care leavers aged 18-24 who are open to the service).</p> <p>There are currently 195 care leavers aged 18 to 20 (statutory service) and 58 aged 21 to 24 (extended offer). There are more care leavers aged 21 to 24 who could return for support from services if they wished to.</p>	<p>No adverse impact</p>	<p>None required</p>	<p>N/A</p>
<p><b>Disability</b></p>	<p>9.4 per cent of residents in Plymouth have their activities limited ‘a lot’ because of a physical or mental health problem.</p> <p>12.2 per cent of residents in Plymouth have their activities limited ‘a little’ because of a physical or mental health problem (2021 Census)</p>	<p>No adverse impact</p>	<p>None required</p>	<p>N/A</p>

<b>Gender reassignment</b>	0.5 per cent of residents in Plymouth have a gender identity that is different from their sex registered at birth. 0.1 per cent of residents identify as a trans man, 0.1 per cent identify as non-binary and, 0.1 per cent identify as a trans women (2021 Census).	No adverse impact	None required	N/A
<b>Marriage and civil partnership</b>	40.1 per cent of residents have never married and never registered a civil partnership. 10 per cent are divorced, 6 percent are widowed, with 2.5 per cent are separated but still married.  0.49 per cent of residents are, or were, married or in a civil partnerships of the same sex. 0.06 per cent of residents are in a civil partnerships with the opposite sex (2021 Census).	No adverse impact	None required	N/A
<b>Pregnancy and maternity</b>	The total fertility rate (TFR) for England was 1.62 children per woman in 2021. The total fertility rate (TFR) for Plymouth in 2021 was 1.5.	No adverse impact	None required	N/A

<p><b>Race</b></p>	<p>In 2021, 94.9 per cent of Plymouth’s population identified their ethnicity as White, 2.3 per cent as Asian and 1.1 per cent as Black (2021 Census)</p> <p>People with a mixed ethnic background comprised 1.8 per cent of the population. 1 per cent of the population use a different term to describe their ethnicity (2021 Census)</p> <p>92.7 per cent of residents speak English as their main language. 2021 Census data shows that after English, Polish, Romanian, Chinese, Portuguese, and Arabic are the most spoken languages in Plymouth (2021 Census).</p>	<p>No adverse impact</p>	<p>None required</p>	<p>N/A</p>
<p><b>Religion or belief</b></p>	<p>48.9 per cent of the Plymouth population stated they had no religion. 42.5 per cent of the population identified as Christian (2021 Census).</p> <p>Those who identified as Muslim account for 1.3 per cent of Plymouth’s population while Hindu, Buddhist, Jewish or Sikh combined totalled less than 1 per cent (2021 Census).</p>	<p>No adverse impact</p>	<p>None required</p>	<p>N/A</p>
<p><b>Sex</b></p>	<p>51 per cent of our population are women and 49 per cent are men (2021 Census).</p>	<p>No adverse impact</p>	<p>None required</p>	<p>N/A</p>
<p><b>Sexual orientation</b></p>	<p>88.95 per cent of residents aged 16 years and over in Plymouth describe their sexual orientation as straight or heterosexual. 2.06 per cent describe their sexuality as bisexual, 1.97 per cent of people describe their sexual orientation as gay or lesbian. 0.42 per cent of residents describe their sexual orientation using a different term (2021 Census).</p>	<p>No adverse impact</p>	<p>None required</p>	<p>N/A</p>



**SECTION FOUR: HUMAN RIGHTS IMPLICATIONS**

Human Rights	Implications	Mitigation Actions	Timescale and responsible department
	No implications	None required	N/A

**SECTION FIVE: OUR EQUALITY OBJECTIVES**

Equality objectives	Implications	Mitigation Actions	Timescale and responsible department
<p><b>Work together in partnership to:</b></p> <ul style="list-style-type: none"> <li>▪ promote equality, diversity and inclusion</li> <li>▪ facilitate community cohesion</li> <li>▪ support people with different backgrounds and lived experiences to get on well together</li> </ul>	This remedial work will improve the TRP facilities for the benefit of the Plymouth community. It will continue to attract high quality performances to the city.	None required	N/A
<p><b>Give specific consideration to care experienced people to improve their life outcomes, including access to training, employment and housing.</b></p>	As above	None required	N/A
<p><b>Build and develop a diverse workforce that represents the community and citizens it serves.</b></p>	As above	None required	N/A
<p><b>Support diverse communities to feel confident to report crime and anti-social behaviour, including hate crime and hate incidents, and work with partners to ensure Plymouth is a city where everybody feels safe and welcome.</b></p>	As above	None required	N/A

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# EXECUTIVE DECISION

made by a Cabinet Member



## REPORT OF ACTION TAKEN UNDER DELEGATED AUTHORITY BY AN INDIVIDUAL CABINET MEMBER

Executive Decision Reference Number – ESA01 24/25

Decision				
1	<b>Title of decision:</b> CSW Group Ltd			
2	<b>Decision maker (Cabinet member name and portfolio title):</b> Councillor Sally Creswell (Cabinet Member for Education, Skills and Apprenticeships)			
3	<b>Report author and contact details:</b> Tina Brinkworth (tina.brinkworth@plymouth.gov.uk)			
4	<b>Decision to be taken:</b> Approve the proposals as outlined at paragraphs 1.1, 1.2 and 1.3 in the Part II Report relating to the future of CSW Group Ltd, in conjunction with its fellow owner authorities, including arrangements for the future provision of services.			
5	<b>Reasons for decision:</b> To agree a way forward for the CSW Group Ltd.			
6	<b>Alternative options considered and rejected:</b> As set out in the Part II report.			
7	<b>Financial implications:</b> As set out in the Part II report.			
8	<b>Is the decision a Key Decision?</b> (please contact <a href="#">Democratic Support</a> for further advice) Please type an X into the relevant boxes	<b>Yes</b>	<b>No</b>	<b>Per the Constitution, a key decision is one which:</b>
			X	in the case of <b>capital</b> projects and contract awards, results in a new commitment to spend and/or save in excess of <b>£3million</b> in total
			X	in the case of <b>revenue</b> projects when the decision involves entering into new commitments and/or making new savings in excess of <b>£1 million</b> annually
			X	is <b>significant</b> in terms of its effect on communities living or working in an area comprising <b>two or more</b> wards in the area of the local authority.

	<b>If yes, date of publication of the notice in the <a href="#">Forward Plan of Key Decisions</a></b>	N/A		
<b>9</b>	<b>Please specify how this decision is linked to the Council's corporate plan/Plymouth Plan and/or the policy framework and/or the revenue/capital budget:</b>	This decision is linked to the following: <ul style="list-style-type: none"> <li>• <b>Corporate Plan</b> – it helps maintain the quality of public services and enables us to spend money wisely;</li> <li>• <b>Plymouth Plan</b> – it contributes to a number of policies, specifically HEA2 'Delivering the best outcomes for children, young people and families' and GRO2 'Delivering skills and talent development'.</li> </ul>		
<b>10</b>	<b>Please specify any direct environmental implications of the decision (carbon impact)</b>	N/A		
<b>Urgent decisions</b>				
<b>11</b>	<b>Is the decision urgent and to be implemented immediately in the interests of the Council or the public?</b>	<b>Yes</b>		(If yes, please contact Democratic Support ( <a href="mailto:democraticsupport@plymouth.gov.uk">democraticsupport@plymouth.gov.uk</a> ) for advice)
	Please type an X into the relevant box	<b>No</b>	X	<b>(If no, go to section 13a)</b>
<b>12a</b>	<b>Reason for urgency:</b>			
<b>12b</b>	<b>Scrutiny Chair Signature:</b>		<b>Date</b>	
	<b>Scrutiny Committee name:</b>			
	<b>Print Name:</b>			
<b>Consultation</b>				
<b>13a</b>	<b>Are any other Cabinet members' portfolios affected by the decision?</b>	<b>Yes</b>		
	Please type an X into the relevant box	<b>No</b>	x	<b>(If no go to section 14)</b>
<b>13b</b>	<b>Which other Cabinet member's portfolio is affected by the decision?</b>	N/A		

<b>I3c</b>	<b>Date Cabinet member consulted</b>	N/A						
<b>I4</b>	<b>Has any Cabinet member declared a conflict of interest in relation to the decision?</b> Please type an X into the relevant box	<b>Yes</b>		If yes, please discuss with the Monitoring Officer				
		<b>No</b>	X					
<b>I5</b>	<b>Which Corporate Management Team member has been consulted?</b>	<b>Name</b>	Tracey Lee					
		<b>Job title</b>	<b>Chief Executive</b>					
		<b>Date consulted</b>	March 2024					
<b>Sign-off</b>								
<b>I6</b>	<b>Sign off codes from the relevant departments consulted:</b>	<b>Democratic Support (mandatory)</b>	DS20 24/25					
		<b>Finance (mandatory)</b>	DJN.24.25.038					
		<b>Legal (mandatory)</b>	LS/00001312/1/AC/10/7/24.					
		<b>Procurement (if applicable)</b>	n/a					
		<b>Corporate property (decisions involving Council owned land or facilities) (if applicable)</b>	n/a					
		<b>Human Resources (if applicable)</b>	CS.24.25.012					
<b>Appendices</b>								
<b>I7</b>	<b>Ref.</b>	<b>Title of appendix</b>						
<b>Confidential/exempt information</b>								
<b>I8a</b>	<b>Do you need to include any confidential/exempt information?</b> Please type an X into the relevant box	<b>Yes</b>	X	If yes, prepare a second, confidential ('Part II') briefing report and indicate why it is not for publication by virtue of Part I of Schedule 12A of the Local Government Act 1972 by ticking the relevant box in <b>I8b</b> below.  (Keep as much information as possible in the briefing report that will be in the public domain)				
		<b>No</b>						
		<b>Exemption Paragraph Number</b>						
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>

<b>I8b Confidential/exempt briefing report title:</b>							
	Briefing report part II			<b>X</b>			
	Equalities Impact Assessment			<b>X</b>			


**Background Papers**

**I9** Please list all unpublished, background papers relevant to the decision in the table below. Background papers are unpublished works, relied on to a material extent in preparing the report, which disclose facts or matters on which the report or an important part of the work is based. If some/all of the information is confidential, you must indicate why it is not for publication by virtue of Part I of Schedule 12A of the Local Government Act 1972 by ticking the relevant box.

Title of background paper(s)	Exemption Paragraph Number						
	1	2	3	4	5	6	7

**Cabinet Member Signature**

**20** I agree the decision and confirm that it is not contrary to the Council’s policy and budget framework, Corporate Plan or Budget. In taking this decision I have given due regard to the Council’s duty to promote equality of opportunity, eliminate unlawful discrimination and promote good relations between people who share protected characteristics under the Equalities Act (2010) and those who do not. For further details please see the EIA attached.

<b>Signature</b>		<b>Date of decision</b>	10 July 2024
<b>Print Name</b>	Councillor Sally Cresswell		

The following relates to exempt or confidential matters (Para(s) 3 of Part 1, Schedule 12A of the Local Govt Act 1972). Any breach of confidentiality could prejudice the Council/person/body concerned & might amount to a breach of the councillors /employees codes of conduct.

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The following relates to exempt or confidential matters (Para(s) 3 of Part 1, Schedule 12A of the Local Govt Act 1972). Any breach of confidentiality could prejudice the Council/person/body concerned & might amount to a breach of the councillors /employees codes of conduct.

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# EXECUTIVE DECISION

made by a **Cabinet Member**



## REPORT OF ACTION TAKEN UNDER DELEGATED AUTHORITY BY AN INDIVIDUAL CABINET MEMBER

Executive Decision Reference Number – HCDC01 24/25

Decision				
1	<b>Title of decision:</b> Electrical Safety Standards Policy, and Smoke and Carbon Monoxide Policy Review 2024			
2	<b>Decision maker:</b> Councillor Chris Penberthy (Cabinet Member for Housing, Cooperative Development and Community)			
3	<b>Report author and contact details:</b> Dave Ryland (Head of Housing Standards) dave.ryland@plymouth.gov.uk			
4	<b>Decision to be taken:</b> Agree amendments to the Electrical Safety Standards Policy, and Smoke and Carbon Monoxide Policy.			
5	<p><b>Reasons for decision:</b></p> <p>1. Changes made reflect national changes in regulations and have been made to strengthen the approach to tenant safety in dwellings by increasing the responsibilities of landlords regarding smoke and carbon monoxide detection;</p> <p>2. Changes made to the Electrical Safety Standards relate to identified grammatical errors. Changes made are to ensure the production and publication of clear and concise documents. There have been no legislative changes.</p>			
6	<p><b>Alternative options considered and rejected:</b></p> <p>1. Combined Policies – this would not be clear to the intended end user and could cause confusion;</p> <p>2. Not updating grammatical errors – they have been identified and as part of the review, we should ensure we update accordingly.</p>			
7	<p><b>Financial implications and risk:</b></p> <p>There are no direct financial implications concerning the Policy amendments which were not already embedded in the original Policies. Non-compliance could result in landlord fines which will generally be £5,000.</p>			
8	<p><b>Is the decision a Key Decision?</b> (Please contact <a href="#">Democratic Support</a> for further advice)</p>		<b>No</b>	<b>Per the Constitution, a key decision is one which:</b>
			<b>X</b>	in the case of <b>capital</b> projects and contract awards, results in a new commitment to spend and/or save in excess of <b>£3million</b> in total
			<b>X</b>	in the case of <b>revenue</b> projects when the decision involves entering into new

				commitments and/or making new savings in excess of <b>£1 million</b>
			<b>X</b>	is <b>significant</b> in terms of its effect on communities living or working in an area comprising <b>two or more</b> wards in the area of the local authority.
	If yes, date of publication of the notice in the <b>Forward Plan of Key Decisions</b>			
<b>9</b>	Please specify how this decision is linked to the Council's corporate plan/Plymouth Plan and/or the policy framework and/or the revenue/capital budget:		Policies are aligned directly to the priority: Keeping children, adults and communities safe.  Any funds drawn from the issuing of fines relevant to these policies supports the revenue costs associated to the delivery of work within Housing Standards.	
<b>10</b>	Please specify any direct environmental implications of the decision (carbon impact)		N/A	
<b>Urgent decisions</b>				
<b>11</b>	Is the decision urgent and to be implemented immediately in the interests of the Council or the public?			(If yes, please contact Democratic Support ( <a href="mailto:democraticsupport@plymouth.gov.uk">democraticsupport@plymouth.gov.uk</a> ) for advice)
			<b>No</b>	<b>X</b> (If no, go to section 13a)
<b>12 a</b>	Reason for urgency:			
<b>12 b</b>	Scrutiny Chair Signature:		Date	
	Scrutiny Committee name:			
	Print Name:			
<b>Consultation</b>				
<b>13 a</b>	Are any other Cabinet members' portfolios affected by the decision?		<b>Yes</b>	
			<b>No</b>	<b>X</b> (If no go to section 14)
<b>13 b</b>	Which other Cabinet member's portfolio is affected by the decision?			

<b>13</b>	<b>Date Cabinet member consulted</b> c							
<b>14</b>	<b>Has any Cabinet member declared a conflict of interest in relation to the decision?</b>	<b>No</b>	<b>X</b>	If yes, please discuss with the Monitoring Officer				
<b>15</b>	<b>Which Corporate Management Team member has been consulted?</b>	<b>Name</b>		Gary Walbridge				
		<b>Job title</b>		Interim Strategic Director Adults, Health and Communities				
		<b>Date consulted</b>		13/06/24				
<b>Sign-off</b>								
<b>16</b>	<b>Sign off codes from the relevant departments consulted:</b>	<b>Democratic Support (mandatory)</b>			DS15 24/25			
		<b>Finance (mandatory)</b>			HS.24.25.09			
		<b>Legal (mandatory)</b>			IW – 3563 – 21.06.24			
		<b>Human Resources (if applicable)</b>						
		<b>Corporate property (if applicable)</b>						
		<b>Procurement (if applicable)</b>						
<b>Appendices</b>								
<b>17</b>	<b>Ref.</b>	<b>Title of appendix</b>						
	A.1	Briefing report for publication ( <i>mandatory</i> ) Briefing - Electrical Regulations Policy Review 2024						
	A.2	Briefing - Smoke Carbon Monoxide Policy Review 2024						
	B.1	Equalities Impact Assessment ( <i>where required</i> ) EIA Electrical Safety Policy						
	B.2	EIA - Smoke & Carbon Monoxide Alarm Policy						
	C	Electrical Safety Standards Policy						
	D.1	Smoke and Carbon Monoxide Alarm Policy 2024						
	D.2	Smoke and Carbon Monoxide Alarm Statement of Principles v2 2024						
<b>Confidential/exempt information</b>								
<b>18</b>	<b>Do you need to include any confidential/exempt information?</b> a	<b>No</b>	<b>X</b>	If yes, prepare a second, confidential ('Part II') briefing report and indicate why it is not for publication by virtue of Part I of Schedule 12A of the Local Government Act 1972 by ticking the relevant box in <b>18b</b> below.  (Keep as much information as possible in the briefing report that will be in the public domain)				
		<b>Exemption Paragraph Number</b>						
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>

<b>18</b>	<b>Confidential/exempt briefing report title:</b>						
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**Background Papers**

**19** Please list all unpublished, background papers relevant to the decision in the table below.  
 Background papers are unpublished works, relied on to a material extent in preparing the report, which disclose facts or matters on which the report or an important part of the work is based. If some/all of the information is confidential, you must indicate why it is not for publication by virtue of Part 1 of Schedule 12A of the Local Government Act 1972 by ticking the relevant box.

Title of background paper(s)	Exemption Paragraph Number						
	1	2	3	4	5	6	7

**Cabinet Member Signature**

**20** I agree the decision and confirm that it is not contrary to the Council’s policy and budget framework, Corporate Plan or Budget. In taking this decision I have given due regard to the Council’s duty to promote equality of opportunity, eliminate unlawful discrimination and promote good relations between people who share protected characteristics under the Equalities Act and those who do not. For further details please see the EIA attached.

<b>Signature</b>		<b>Date of decision</b>	10/07/2024
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**Print Name** CHRIS PENBERTHY (Cabinet Member for Housing, Co-Operative Development and Community)

## COMMUNITY CONNECTIONS

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 – BRIEFING NOTE.



**This briefing note follows a planned review of our existing Smoke and Carbon Monoxide Policy and update to version 2. The review incorporates changes to the regulations made in 2022.**

The regulations are designed to place a number of duties on relevant landlords in order to ensure a basic level of fire detection and detection of carbon monoxide if present.

The amendments alter the wording of the original regulations. We have reviewed our policy, and the main changes are:

1. The regulations are extended to include Wales as well as England.
2. The meaning of relevant landlord has been changed to remove the exemption for registered providers of social housing.
3. Carbon monoxide detectors are required in more instances (where there is a fixed combustion appliance rather than just solid fuel appliance). It specifically excludes gas cookers from this requirement.
4. It removes the expectation that the tenant will replace batteries and requires a relevant landlord to, following notification, repair or replace an alarm as soon as reasonably practicable.
5. The Penalty Charge will generally remain at £5,000 however the prompt payment discount will be increased from 10% to 25% to encourage prompt payment and reduce the risk of a tribunal appeal.
6. Any representations that are not responded to by the Local Authority within 7 days of the end of the representation period will result in the penalty being deemed to have been withdrawn.
7. That the landlord will not have failed to take all reasonable steps to comply solely by reason of failure to bring legal proceedings to secure entry to the premises.
8. The secretary of state must carry out a review of the regulatory provisions.

The changes to the regulations will strengthen the existing regulations.

Historically we have found high levels of compliance with these regulations and good compliance with any remedial notices served such that only one penalty notice has been issued.

It is more common for an assessment of the hazard of fire to result in an Improvement Notice to require additional works over the basic requirements within these regulations.

Our policy of general enforcement remains unchanged except for the change of discount for prompt payment.

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**COMMUNITY CONNECTIONS**  
**THE ELECTRICAL SAFETY STANDARDS IN**  
**THE PRIVATE RENTED SECTOR (ENGLAND)**  
**REGULATIONS 2020 – BRIEFING NOTE.**

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This briefing note follows a planned review of our existing electrical safety policy and update to version 3.

**The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020** are designed to ensure electrical safety within the private rented sector in England by placing a range of duties on private landlords (which are defined in the regulations).

The regulations apply to HMOs and introduced a new mandatory condition for HMO licences from the 1 June 2020. Changes to PCC's processes were incorporated in accordance with the legislation.

There have been no changes to the legislation, nor have there been any challenges of the policy that have resulted in the need for change.


The general review has however amended a few minor typographical errors.

The determination of the civil penalty level is in accordance with our Civil Penalty Policy which will be reviewed in due course.

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## EQUALITY IMPACT Assessment – The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 – Policy.

### SECTION ONE: INFORMATION ABOUT THE PROPOSAL

<b>Author(s):</b> The person completing the EIA template.	Andrew Elvidge	<b>Department and service:</b>	Adults Health & Communities, Community Connections	<b>Date of assessment:</b>	29/5/24
<b>Lead Officer:</b> Head of Service, Service Director, or Strategic Director.	Matt Garrett	<b>Signature:</b>		<b>Approval date:</b>	12/06/24
<b>Overview:</b>	<p>The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 – Policy.</p> <p>These regulations are designed to ensure electrical safety within the private rented sector in England by requiring landlords to have the fixed electrical installation within rented properties inspected at least every five years.</p> <p>A private landlord (as defined in section 122(6) of the Housing and Planning Act 2016) who grants or intends to grant a specified tenancy must ensure that the fixed electrical installation is safe during the period of the tenancy.</p> <p>The regulations set out excluded tenancies which include amongst others, registered providers of social housing, shared accommodation with a landlord or landlord’s family, long leases, student halls of residence, hostels and refuges, care homes, hospitals and hospices and other accommodation relating to healthcare provision.</p> <p>The communities affected by the legislation (and this policy) are:</p> <ul style="list-style-type: none"> <li>▪ Tenants. There are approximately 22,000 privately rented houses and flats in Plymouth. Using the English Housing Survey Households 2013/14 average of 2.5 persons/household in this sector, this suggests about 55,000 people.</li> <li>▪ Landlords. It is estimated that there are about 12,000 landlords letting property in Plymouth. Of these, about 50% reside in Plymouth.</li> </ul> <p>The policy has been reviewed as part of the general ongoing review of policies.</p> <p>There are no significant changes to the original policy.</p>				
<b>Decision required:</b>	Approval of updated policy.				

**SECTION TWO: EQUALITY IMPACT ASSESSMENT SCREENING TOOL**

<p><b>Potential external impacts:</b> Does the proposal have the potential to negatively impact service users, communities or residents with protected characteristics?</p>	<b>Yes</b>		<b>No</b>	<b>X</b>
<p><b>Potential internal impacts:</b> Does the proposal have the potential to negatively impact Plymouth City Council employees?</p>	<b>Yes</b>		<b>No</b>	<b>X</b>
<p>Is a full Equality Impact Assessment required? (if you have answered yes to either of the questions above then a full impact assessment is required and you must complete section three)</p>	<b>Yes</b>		<b>No</b>	<b>X</b>
<p>If you do not agree that a full equality impact assessment is required, please set out your justification for why not.</p>	<p>The original policy contained a full impact assessment. Whilst the amendments strengthen the existing regulations these will be applied by the Housing Improvement Team across all vulnerabilities. There are no adverse impacts anticipated.</p>			

**SECTION THREE: FULL EQUALITY IMPACT ASSESSMENT**

Protected characteristics (Equality Act, 2010)	Evidence and information (e.g. data and consultation feedback)	Adverse impact	Mitigation activities	Timescale and responsible department
<p><b>Age</b></p>	<p>Plymouth</p> <ul style="list-style-type: none"> <li>• 16.4 per cent of people in Plymouth are children aged under 15.</li> <li>• 65.1 per cent are adults aged 15 to 64.</li> <li>• 18.5 percent are adults aged 65 and over.</li> <li>• 2.4 percent of the resident population are 85 and over.</li> </ul> <p>South West</p> <ul style="list-style-type: none"> <li>• 15.9 per cent of people are aged 0 to 14, 61.8 per cent are aged 15 to 64.</li> <li>• 22.3 per cent are aged 65 and over.</li> </ul> <p>England</p> <ul style="list-style-type: none"> <li>• 17.4 per cent of people are aged 0 to 14.</li> <li>• 64.2 per cent of people are aged 15 to 64.</li> <li>• 18.4 per cent of people are aged 65 and over.</li> </ul> <p>(2021 Census)</p>	<p>There are no adverse impacts anticipated.</p>		

<p><b>Care experienced individuals</b> (Note that as per the Independent Review of Children’s Social Care recommendations, Plymouth City Council is treating care experience as though it is a protected characteristic).</p>	<p>It is estimated that 26 per cent of the homeless population in the UK have care experience. In Plymouth there are currently 7 per cent of care leavers open to the service (6 per cent aged 18-20 and 12 per cent of those aged 21+) who are in unsuitable accommodation.</p> <p>The Care Review reported that 41 per cent of 19-21 year old care leavers are not in education, employment or training (NEET) compared to 12 per cent of all other young people in the same age group.</p> <p>In Plymouth there are currently 50 per cent of care leavers aged 18-21 Not in Education Training or Employment (54 per cent of all those care leavers aged 18-24 who are open to the service).</p> <p>There are currently 195 care leavers aged 18 to 20 (statutory service) and 58 aged 21 to 24 (extended offer). There are more care leavers aged 21 to 24 who could return for support from services if they wished to.</p>	<p>There are no adverse impacts anticipated.</p>		
<p><b>Disability</b></p>	<p>9.4 per cent of residents in Plymouth have their activities limited ‘a lot’ because of a physical or mental health problem.</p> <p>12.2 per cent of residents in Plymouth have their activities limited ‘a little’ because of a physical or mental health problem (2021 Census)</p>	<p>There are no adverse impacts anticipated.</p>		

<b>Gender reassignment</b>	0.5 per cent of residents in Plymouth have a gender identity that is different from their sex registered at birth. 0.1 per cent of residents identify as a trans man, 0.1 per cent identify as non-binary and, 0.1 per cent identify as a trans women (2021 Census).	There are no adverse impacts anticipated.		
<b>Marriage and civil partnership</b>	40.1 per cent of residents have never married and never registered a civil partnership. 10 per cent are divorced, 6 percent are widowed, with 2.5 per cent are separated but still married.  0.49 per cent of residents are, or were, married or in a civil partnerships of the same sex. 0.06 per cent of residents are in a civil partnerships with the opposite sex (2021 Census).	There are no adverse impacts anticipated.		
<b>Pregnancy and maternity</b>	The total fertility rate (TFR) for England was 1.62 children per woman in 2021. The total fertility rate (TFR) for Plymouth in 2021 was 1.5.	There are no adverse impacts anticipated.		

<p><b>Race</b></p>	<p>In 2021, 94.9 per cent of Plymouth’s population identified their ethnicity as White, 2.3 per cent as Asian and 1.1 per cent as Black (2021 Census)</p> <p>People with a mixed ethnic background comprised 1.8 per cent of the population. 1 per cent of the population use a different term to describe their ethnicity (2021 Census)</p> <p>92.7 per cent of residents speak English as their main language. 2021 Census data shows that after English, Polish, Romanian, Chinese, Portuguese, and Arabic are the most spoken languages in Plymouth (2021 Census).</p>	<p>There are no adverse impacts anticipated.</p>		
<p><b>Religion or belief</b></p>	<p>48.9 per cent of the Plymouth population stated they had no religion. 42.5 per cent of the population identified as Christian (2021 Census).</p> <p>Those who identified as Muslim account for 1.3 per cent of Plymouth’s population while Hindu, Buddhist, Jewish or Sikh combined totalled less than 1 per cent (2021 Census).</p>	<p>There are no adverse impacts anticipated.</p>		
<p><b>Sex</b></p>	<p>51 per cent of our population are women and 49 per cent are men (2021 Census).</p>	<p>There are no adverse impacts anticipated.</p>		
<p><b>Sexual orientation</b></p>	<p>88.95 per cent of residents aged 16 years and over in Plymouth describe their sexual orientation as straight or heterosexual. 2.06 per cent describe their sexuality as bisexual, 1.97 per cent of people describe their sexual orientation as gay or lesbian. 0.42 per cent of residents describe their sexual orientation using a different term (2021 Census).</p>	<p>There are no adverse impacts anticipated.</p>		



**SECTION FOUR: HUMAN RIGHTS IMPLICATIONS**

Human Rights	Implications	Mitigation Actions	Timescale and responsible department
	There are no adverse impacts anticipated.		


**SECTION FIVE: OUR EQUALITY OBJECTIVES**

Equality objectives	Implications	Mitigation Actions	Timescale and responsible department
<b>Work together in partnership to:</b> <ul style="list-style-type: none"> <li>▪ promote equality, diversity and inclusion</li> <li>▪ facilitate community cohesion</li> <li>▪ support people with different backgrounds and lived experiences to get on well together</li> </ul>	There are no adverse impacts anticipated.		
<b>Give specific consideration to care experienced people to improve their life outcomes, including access to training, employment and housing.</b>	There are no adverse impacts anticipated.		
<b>Build and develop a diverse workforce that represents the community and citizens it serves.</b>	There are no adverse impacts anticipated.		
<b>Support diverse communities to feel confident to report crime and anti-social behaviour, including hate crime and hate incidents, and work with partners to ensure Plymouth is a city where everybody feels safe and welcome.</b>	There are no adverse impacts anticipated.		



## EQUALITY IMPACT Assessment—[Smoke and Carbon Monoxide Alarm Regulations]

### SECTION ONE: INFORMATION ABOUT THE PROPOSAL

<b>Author(s):</b> The person completing the EIA template.	Andrew Elvidge	<b>Department and service:</b>	Adults Health & Communities, Community Connections	<b>Date of assessment:</b>	24/5/24
<b>Lead Officer:</b> Head of Service, Service Director, or Strategic Director.	Matt Garrett	<b>Signature:</b>		<b>Approval date:</b>	12/06/2024
<b>Overview:</b>	<p>Policy: Enforcement of Enforcement of Smoke and Carbon Monoxide Alarm (England) Regulations 2015</p> <p>This outlines the enforcement of the above regulations. These regulations require the landlords of privately rented housing to provide smoke alarms and carbon monoxide alarms and test them at the start of new tenancies. They further set down the detailed procedures which Plymouth, as a local housing authority has duties to carry out. Finally they specify that a (variable) penalty may be imposed for their breach. PCC is required to adopt and publish a policy stating how this is to be administered.</p> <p>The purpose of the regulations is to protect private rented tenants who:</p> <ul style="list-style-type: none"> <li>▪ do not have smoke alarms in their homes or</li> <li>▪ have a fixed combustion appliance, other than a gas cooker, but no carbon monoxide alarm.</li> </ul> <p>The policy has been reviewed following amendments by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022. These amendments strengthen the current legislation requiring the landlord to repair/replace defective smoke detection as soon as reasonably practicable following a report that they are defective. It also requires carbon monoxide detectors in more instances.</p>				
<b>Decision required:</b>	Approval of updated policy.				

**SECTION TWO: EQUALITY IMPACT ASSESSMENT SCREENING TOOL**

<p><b>Potential external impacts:</b> Does the proposal have the potential to negatively impact service users, communities or residents with protected characteristics?</p>	<p><b>Yes</b></p>		<p><b>No</b></p>	<p><b>X</b></p>
<p><b>Potential internal impacts:</b> Does the proposal have the potential to negatively impact Plymouth City Council employees?</p>	<p><b>Yes</b></p>		<p><b>No</b></p>	<p><b>X</b></p>
<p>Is a full Equality Impact Assessment required? (if you have answered yes to either of the questions above then a full impact assessment is required and you must complete section three)</p>	<p><b>Yes</b></p>		<p><b>No</b></p>	<p><b>X</b></p>
<p>If you do not agree that a full equality impact assessment is required, please set out your justification for why not.</p>	<p>The original policy contained a full impact assessment. Whilst the amendments strengthen the existing regulations these will be applied by the Housing Improvement Team across all vulnerabilities. There are no adverse impacts anticipated.</p>			

**SECTION THREE: FULL EQUALITY IMPACT ASSESSMENT**

Protected characteristics (Equality Act, 2010)	Evidence and information (e.g. data and consultation feedback)	Adverse impact	Mitigation activities	Timescale and responsible department
<b>Age</b>	<p>Plymouth</p> <ul style="list-style-type: none"> <li>• 16.4 per cent of people in Plymouth are children aged under 15.</li> <li>• 65.1 per cent are adults aged 15 to 64.</li> <li>• 18.5 percent are adults aged 65 and over.</li> <li>• 2.4 percent of the resident population are 85 and over.</li> </ul> <p>South West</p> <ul style="list-style-type: none"> <li>• 15.9 per cent of people are aged 0 to 14, 61.8 per cent are aged 15 to 64.</li> <li>• 22.3 per cent are aged 65 and over.</li> </ul> <p>England</p> <ul style="list-style-type: none"> <li>• 17.4 per cent of people are aged 0 to 14.</li> <li>• 64.2 per cent of people are aged 15 to 64.</li> <li>• 18.4 per cent of people are aged 65 and over.</li> </ul> <p>(2021 Census)</p>	There are no adverse impacts anticipated.		

<p><b>Care experienced individuals</b> (Note that as per the Independent Review of Children’s Social Care recommendations, Plymouth City Council is treating care experience as though it is a protected characteristic).</p>	<p>It is estimated that 26 per cent of the homeless population in the UK have care experience. In Plymouth there are currently 7 per cent of care leavers open to the service (6 per cent aged 18-20 and 12 per cent of those aged 21+) who are in unsuitable accommodation.</p> <p>The Care Review reported that 41 per cent of 19-21 year old care leavers are not in education, employment or training (NEET) compared to 12 per cent of all other young people in the same age group.</p> <p>In Plymouth there are currently 50 per cent of care leavers aged 18-21 Not in Education Training or Employment (54 per cent of all those care leavers aged 18-24 who are open to the service).</p> <p>There are currently 195 care leavers aged 18 to 20 (statutory service) and 58 aged 21 to 24 (extended offer). There are more care leavers aged 21 to 24 who could return for support from services if they wished to.</p>	<p>There are no adverse impacts anticipated.</p>		
<p><b>Disability</b></p>	<p>9.4 per cent of residents in Plymouth have their activities limited ‘a lot’ because of a physical or mental health problem.</p> <p>12.2 per cent of residents in Plymouth have their activities limited ‘a little’ because of a physical or mental health problem (2021 Census)</p>	<p>There are no adverse impacts anticipated.</p>		

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<b>Pregnancy and maternity</b>	The total fertility rate (TFR) for England was 1.62 children per woman in 2021. The total fertility rate (TFR) for Plymouth in 2021 was 1.5.	There are no adverse impacts anticipated.		

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**SECTION FOUR: HUMAN RIGHTS IMPLICATIONS**

Human Rights	Implications	Mitigation Actions	Timescale and responsible department
	There are no adverse impacts anticipated.		

**SECTION FIVE: OUR EQUALITY OBJECTIVES**

Equality objectives	Implications	Mitigation Actions	Timescale and responsible department
<p><b>Work together in partnership to:</b></p> <ul style="list-style-type: none"> <li>▪ promote equality, diversity and inclusion</li> <li>▪ facilitate community cohesion</li> <li>▪ support people with different backgrounds and lived experiences to get on well together</li> </ul>	There are no adverse impacts anticipated.		
<p><b>Give specific consideration to care experienced people to improve their life outcomes, including access to training, employment and housing.</b></p>	There are no adverse impacts anticipated.		
<p><b>Build and develop a diverse workforce that represents the community and citizens it serves.</b></p>	There are no adverse impacts anticipated.		
<p><b>Support diverse communities to feel confident to report crime and anti-social behaviour, including hate crime and hate incidents, and work with partners to ensure Plymouth is a city where everybody feels safe and welcome.</b></p>	There are no adverse impacts anticipated.		



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**COMMUNITY CONNECTIONS**  
**THE ELECTRICAL SAFETY STANDARDS IN**  
**THE PRIVATE RENTED SECTOR (ENGLAND)**  
**REGULATIONS 2020 – POLICY.**

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## 1.0 INTRODUCTION

The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 are designed to ensure electrical safety within the private rented sector in England by requiring landlords to have the fixed electrical installation within rented properties inspected at least every five years.

A private landlord (as defined in section 122(6) of the Housing and Planning Act 2016) who grants or intends to grant a specified tenancy must ensure that the fixed electrical installation is safe during the period of the tenancy.

The regulations set out excluded tenancies which include amongst others, registered providers of social housing, shared accommodation with a landlord or landlord's family, long leases, student halls of residence, hostels and refuges, care homes, hospitals and hospices and other accommodation relating to healthcare provision.

The regulations apply to HMOs and introduced a new mandatory condition for HMO licences from the 1<sup>st</sup> June 2020. These changes to PCC's processes were incorporated in accordance with the legislation.

## 2.0 OVERVIEW OF THE PROCESS AND DUTIES.

### 2.1 Landlord duties - testing & certification.

- Duty for first inspection and testing of the electrical installation.
  - New, specified tenancies, granted or intended to be granted on or after 1<sup>st</sup> July 2020.
  - 1<sup>st</sup> April 2021 - Existing tenancies must be inspected before this date.
- Repeat inspections are required at least every 5 years (sooner if the report recommends a lesser period).
- Ensure that the electrical safety standards are met during any period when the premises are occupied under a specified tenancy.
- Inspections & tests must be undertaken by a competent person who is part of the electrical safety industry competent-person scheme.

The inspection report will show that the installation is one of the following:

- Safe and no further action is required.
- Danger is present and there is a risk of injury (Code 1 (C1)). In this situation the cause of the danger would be rectified by the competent person before leaving the property.
- The installation poses a potential danger (Code 2 (C2)).
- Further investigation is required without delay (FI).
- Improvement to the installation is recommended (Code 3 (C3)); however, this is not sufficient to deem the installation as unsatisfactory.

Where the inspection report shows a C1, C2 or FI outcome, the landlord must ensure that suitable remedial works or investigations are undertaken. A C3 outcome is advisory and therefore works do not have to be completed.

- A copy of the inspection certificate must be provided by the landlord to:
  - Each existing tenant within 28 days of the inspection.
  - A new tenant before they occupy the property, or,
  - A prospective tenant within 28 days of receiving a request for the report.
  - The LHA within seven days of receiving a request for the certificate in writing.
- A copy of the report must be kept by the landlord until the next report is due; then a copy of the existing report should be provided to the person undertaking the next inspection.
- Where the work undertaken reveals further issues that require either further remedial work or further investigation, this should be addressed within a further period of 28 days (or shorter period, where this is required).
- The person completing the works should supply the landlord with a confirmation that the works have been completed (so the installation is now safe) or further work/investigation is needed. The landlord must provide a copy of this confirmation together with the original inspection certificate to each tenant and to the LHA within 28 days of the work being undertaken.
- Where further work or investigation is required, the requirements to complete work and provide the necessary confirmation are repeated (as per the original inspection).

## **2.2 Local Authority duties - Remedial Notice.**

- Where the LHA believes that the landlord has breached one or more of their duties, (excluding provision of certificates), the LHA must serve a remedial notice on the landlord within 21 days of deciding that it has reasonable grounds for service.
- The notice includes:
  - The remedial action required to be taken within 28 days of service.
  - Details of how to make representations.
  - Explanation of the penalties (including the potential maximum penalty) that may result from non-compliance.
- The landlord may make written representations within 21 days, if made the notice is suspended until the representations have been considered.
- The LHA must consider any representations and confirm that outcome of those considerations, in writing, within seven days of the end of the representation period.

## **2.3 Landlord duties - Remedial Notice**

- A landlord must comply with a remedial notice where either no representations are made, or the notice is confirmed (after consideration of the representations) unless they are able to claim that they have taken all reasonable steps e.g. tenant has prevented access.

## **2.4 Local Authority power to arrange remedial action.**

- Failure to comply with a remedial notice also allows the LHA to undertake remedial works in default, with the consent of the tenants. Before doing so, the LHA must be satisfied on the balance of probability that there has been a breach of the remedial notice.
- Before undertaking such works, the LHA must serve a notice of intention to take remedial action (NIRA) on the landlord. The notice includes:
  - The nature of the proposed remedial work.
  - The date when the work will be undertaken.

- Information on the right of appeal against the decision to do the work.
- Works are to be undertaken within 28 days of the end of the remedial notice expiry date (or within 28 days after confirmation of notice, if appealed).
- The tenants must be given at least 48 hours' notice of the remedial works.

### **2.5 Appeal against LA remedial works**

- A landlord may appeal against a NIRA to the First-tier Tribunal (Property Chamber) within 28 days of service.
- An appeal suspends the NIRA until the appeal has been determined. The tribunal may affirm, vary, or quash the NIRA.

### **2.6 Recovery of costs**

- The LHA may issue a demand to recover costs relating to works undertaken in accordance with the NIRA which becomes payable after 21 days from the day of issue unless an appeal is submitted.

### **2.7 Appeal against costs**

- An appeal can be made to the First-tier Tribunal (Property Chamber) within 21 days of the date of issue.

### **2.8 Urgent remedial action**

- Where an electrical report indicates that urgent action is required and the LHA is satisfied that the landlord is not undertaking the necessary work, they may arrange (with the consent of the tenants) for an electrician to undertake the urgent work.
- The tenants must be given at least 48 hours' notice of the date to carry out the work.
- The LHA must issue an urgent remedial action notice (URAN) either prior to or up to seven days from the date when the remedial action commences. The URAN includes:
  - The nature of the urgent remedial action required.
  - The date when the urgent work is or has been started.
  - The right of appeal and the appeal period
  - The provisions relating to the issue of financial penalties.

### **2.9 Appeal against urgent remedial action**

- A landlord may appeal against a URAN to the First-tier Tribunal (Property Chamber) within 28 days of either the date that the work was started or was planned to start (whichever was the first date).
- A URAN is not suspended on appeal.

### **2.10 Recovery of costs for urgent remedial action**

- The recovery process is like those under 2.5 above.

### **2.11 Financial penalties - notice of intention**

- Where a local housing authority is satisfied, beyond reasonable doubt, that a private landlord has breached a duty under regulation 3 (see 2.1), the authority may impose a financial penalty charge (or more than one penalty in the event of a continuing failure) in respect of the breach.

- A financial penalty charge may be of such amount as the authority imposing it determines (See Appendix 1); but must not exceed £30,000.
- Before imposing a financial penalty charge a notice of intention must be served on the private landlord. The notice includes:
  - The amount of the proposed penalty charge.
  - The reasons for imposing the penalty charge.
  - Information about the right to appeal.
- The landlord may make written representations within 28 days.

#### 2.12 **Financial penalties** charge – **final notice**

- Within 28 days of expiry of the representation period the LHA must decide whether to impose a financial penalty charge on the landlord.
- If it decides to impose a penalty charge it must serve a final penalty notice which includes:
  - The amount of the penalty charge.
  - The reasons for imposing the penalty charge.
  - Information about rights of appeal.
  - Consequences of failure to comply.
- The penalty charge is payable within 28 days.
- The LHA may, at any time, withdraw a NOI or Final notice, or reduce the penalty charge amount specified in a notice by doing so in writing.

#### 2.13 **Appeal against financial penalty** charge

- A landlord can appeal a final notice within 28 days to the First-tier Tribunal (Property Chamber).
- If appealed the final notice is suspended until withdrawn or determined.

#### 2.14 **Recovery of financial penalty** charge

- 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.

#### 2.15 **Proceeds of financial penalty** charge

- The LHA may apply the proceeds to meet the costs and expenses incurred in, or associated with, carrying out any of its enforcement functions in relation to the private rented sector. If not so applied, it must be paid into the Consolidated Fund.

### **3.0 ENFORCEMENT OF THE REGULATIONS**

3.1. Where it is believed that a landlord may be in breach of one of the duties the Local Authority will consider the most appropriate form of action. Typically, this will involve initial contact with the landlord to ascertain if the relevant inspection and testing has occurred and seek evidence of this. Where this is not forthcoming, leaves doubt or it is believed a breach has occurred then the Local Authority will serve a relevant notice or notices as described above.

There are a range of offences that can occur. This includes where there is no harm to occupiers, (for example non provision of certification of a system that has been tested and is



compliant), to serious breaches where the landlords have had a system tested which has identified serious defects but has failed to undertake remedial action.

3.2. There is an overlap of legislation with the Housing Act 2004. A property may have undertaken testing in accordance with these regulations but may be inspected under the Housing Act 2004 and served with a notice to reduce hazards identified under the Housing Health & Safety Rating System. This may include the need to undertake electrical testing, and to obtain and supply a certification to the LA. Should the notice not be complied with prosecution or a civil penalty (up to £30,000) may be made by the LHA.

Where an offence is open to a penalty under both the Housing Act 2004 (as amended by the Housing and Planning Act 2016) and the electrical regulations, then the most appropriate piece of legislation will be used taking into account circumstances on a case by case basis.

3.3. The penalties in respect of breaches of this legislation sit outside of, but are aligned with, Plymouth City Council's Civil Penalty Policy in that they consider the guidance published by the government for civil penalties under the Housing and Planning Act 2015.

The aim of the legislation is to ensure that the electrical installation within rented properties is regularly checked and that deficiencies are rectified in a speedy manner to minimise risk to the occupants. The provision of certification allows parties to see evidence that this has occurred.

The failure to provide certification does not automatically mean that the electrical installation is unsafe.

Civil penalties will be determined on a case by case basis taking into account Annex A which is in line with the Government's guidance on civil penalties.

See Annex A.

The regulations allow the Local Authority, with the consent of the tenants, to undertake remedial works. Where the Local Authority exercises this function the Local Authority will seek to recover the costs involved.

3.4. The majority of landlords are good and comply with the law, however, the Government is clear that the small minority of rogue landlords and property agents who knowingly break their legal obligations, rent out accommodation which is substandard and harass their tenants should be prevented from managing or letting housing. The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 are a measure to promote improvements to rented accommodation which are to the benefit of the occupiers and reduce carbon emissions to improve the environment for all.

3.5. The policy aims to inform interested parties, and those that may be subject to enforcement.

## 4.0 APPEALS & REPRESENTATIONS

Representations and appeals are built into the process and these will be highlighted as part of our actions. In particular, the process includes the opportunity for any individual who is advised of the Local Authority's intent to issue a penalty charge upon them to make representations before the service of a final penalty notice. In addition, any penalty notice can be appealed through the First-tier Tribunal (Property Chamber).

## 5.0 PUBLICITY

The Council will aim to publicise details of action taken in enforcing these regulations to increase awareness of the obligations of the legislation and to deter others from offending.

To ensure landlords and other interested parties are aware of this policy it will be published on the Council's internet web pages. We will also raise awareness through our partners for example via landlord associations and the Private Rented Sector Partnership Group.

## 6.0 CONSULTATION

We have consulted with a number of partners, internal and external agencies including: South West Landlord Association, Plymouth Community Homes, Plymouth Residential Lettings, Trading Standards, Plymouth Access To Housing, Plymouth Citizen's Advice, A Home After Halls Limited, Plymouth University and Shelter. We have incorporated feedback received from SWLA into revisions of the policy.

## 7.0 IMPLEMENTATION

Following adoption the policy will be announced by publishing it on the Council's web site, using social media, dissemination via the local landlord associations and presentation to the Private Rented Sector Partnership Group.

The policy needs to be implemented to ensure there is consistency in its application. Decisions to take formal enforcement activity are jointly made by the case officer and Housing Improvement (Technical Lead). This enables the process of the case, and the course of action, to be reviewed.

Each closed case may be subject to random auditing; this is to ensure that proper procedures have been followed.

## 8.0 REVIEW

Date of Review	Lead Officer
07/06/2024	Andrew Elvidge Community Connections Technical Lead (Housing Improvement)

The Council will keep the policy under review the effectiveness of the policy and may make amendments accordingly.

Any comments in respect of this policy can be sent to:

Community Connections  
Plymouth City Council  
Ballard House  
West Hoe Road  
Plymouth  
PL1 3BJ

Or by emailing:

communityconnections@plymouth.gov.uk

## **9.0 ANNEX A**

### ***Determination of penalty charge amount.***

The Authority will decide the amount of penalty charge up to the maximum of £30,000 limit, as set within the regulations.

A penalty charge may be awarded under either Part A and/or Part B.

#### **PART A:**

This applies where:

- An electrical report indicates that CI defects are present and where the works haven't been undertaken in accordance with the regulations.
- A remedial notice has been served by the Local Authority and the landlord has failed to take all reasonable steps to comply with it and the regulations have been breached.

The indicative penalty charge shall be determined in accordance with Plymouth City Council's Civil Penalty Policy as if an offence of failing to comply with an improvement notice in respect of I Category I hazard (electrical) has occurred.

Examples are highlighted in Annex B.

#### **PART B:**

This applies in respect offences not covered by Part A. It may include for example:

- Failing to provide certification to tenants/prospective tenants.
- Where the Local Authority have served a remedial notice which the Landlord has complied with.
- Where the landlord has failed to ensure the testing has been undertaken at regular intervals by a qualified person in accordance with the regulations but has recently complied with the regulations.

Consideration will be given to the issue of a penalty charge as a "repeat offender". Instead of a scoring matrix the following indicative penalties will be used:

First offence	£Nil – Advice will be given
Second offence:	£300
Third:	£500
Forth & subsequent	£1,000

### **Considerations:**

After the indicative penalty has been determined, considerations of sections (e) – (i) will be applied together with any reductions under section (j). Please refer to PCC's Civil Penalty Policy for detail. In brief these are:

**e) Remove any financial benefit the offender may have obtained as a result of committing the offence** – *The guiding principle here should be to ensure that the offender does not benefit as a result of committing an offence, i.e. it should not be cheaper to offend than to ensure a property is well maintained and properly managed.*

**f) Multiple offenders** – *penalty charge sharing in cases where there are multiple offenders.*

**g) Punishment of the offender** – *A civil penalty should not be regarded as an easy or lesser option compared to prosecution. While the penalty should be proportionate and reflect both the severity of the offence and whether there is a pattern of previous offending, it is important that it is set at a high enough level to help ensure that it has a real economic impact on the offender and demonstrates the consequences of not complying with their responsibilities.*

**h) Deter the offender from repeating the offence** – *The ultimate goal is to prevent any further offending and help ensure that the landlord fully complies with all of their legal responsibilities in future. The level of the penalty should therefore be set at a high enough level such that it is likely to deter the offender from repeating the offence.*

**i) Deter others from committing similar offences** – *While the fact that someone has received a civil penalty will not be in the public domain, it is possible that other landlords in the local area will become aware through informal channels when someone has received a civil penalty. An important part of deterrence is the realisation that (a) the local housing authority is proactive in levying civil penalties where the need to do so exists and (b) that the level of civil penalty will be set at a high enough level to both punish the offender and deter repeat offending.*

### **j) Reductions**

- Level of compliance by perpetrator, their attitude in doing so, and early payment
- Financial hardship

## **10. ANNEX B: EXAMPLE SCORING**

The following are example indicative penalties under Part A before considerations are applied.

Scenario 1: Where the landlord has failed to comply with a remedial notice served in respect of a single family let and regulations breached. Single landlord who has been assessed as Low Culpability. There has been no direct harm and is considered a first offence.

Offence severity:	5 points
First offence:	5 points
Culpability: Negligent	5 points
Harm: Potential for harm	2 points
Total score:	<u>17 Points</u>
Indicative Penalty Charge	<b>£2,000</b>

Indicative Penalty charge may be altered following considerations set out in (e)-(j).

Scenario 2: Where the landlord has failed to undertake works, in accordance with the regulations, following a test indicating the presence of CI electrical defect/s in a single family home. Single landlord who has been assessed as Negligent. There has been no direct harm and is considered a first offence.

Offence severity:	5 points
First offence:	5 points
Culpability: Negligent	10 points
Harm: Potential for harm	2 points
Total score:	<u>22 Points</u>
Indicative Penalty Charge	<b>£3,000</b>

Indicative Penalty Charge may be altered following considerations set out in (e)-(j).

Scenario 3: Where the landlord has failed to undertake works, in accordance with the regulations, following a test indicating the presence of CI electrical defect/s in a HMO where the defect/s affect more than one household. Single landlord who has been assessed as Negligent. There has been no direct harm and is considered a first offence.

Offence severity:	5 points
First offence:	5 points
Culpability: Negligent	10 points
Harm: Potential for harm	2 points
HMO: multiple households affected	10 points
Total score:	<u>32 Points</u>
Indicative Penalty Charge	<b>£5,000</b>

Indicative Penalty Charge may be altered following considerations set out in (e)-(j).

## **II. ANNEX C: Q&A:**

**How do we decide if it's a first, second, third of subsequent offence?**

We will take into account how many final civil penalties have been issued, where the appeal period has expired, in relation to this policy, to the landlord in the previous 4 years.

**Who will be issued a penalty charge?**

The penalty charge will be raised against the private landlord(s) of the property. Where this is a limited company the limited company will be served, in preference to the individual directors.

The definition of “private landlord” is in section 122(6) of the Housing and Planning Act

**What is a “valid report”?**

A valid report - is one that meets the requirements of the regulations in that it has been produced:

- Following inspection and testing by a qualified competent person,
- In advance of any tenant's occupation of the property, (where required by the regulations).
- Within the last 5 years and/or has not expired, (i.e. is not older than the period of retesting stated on the report), and
- Covers the entirety of the electrical installation for the premises, and
- States the installation address and is for the residential premises that is let.

**What about where tenancies “Roll over” into periodic tenancies? Will these count as new tenancies?**

Whether or not a ‘periodic’ tenancy is a new tenancy, as defined in Regulation 2, depends on the type of tenancy issued.

- For ‘contractual periodic tenancies’ – where it is written in the original tenancy agreement that on expiry of the fixed term the tenancy will become periodic – the periodic tenancy will be part of the same tenancy and no new tenancy will be created.
- For ‘statutory periodic tenancies’ – where on expiry of the fixed term the tenancy rolls over into a periodic tenancy automatically by statute (rather than by contract) – the periodic tenancy will be a new tenancy.
- Properties let on statutory periodic tenancies where the fixed term expires between July 2020 and April 2021 will require an inspection and test at this point under the Regulations.

**If I fail to issue the relevant documents to more than one tenant will I face multiple Penalty Charge?**

If you have a joint tenancy, or separate tenancies, starting on the same day and you fail to give the documents to more than one tenant then this will be counted as one instance and one penalty charge.

If you have failed to give the relevant documents to tenants who are on separate tenancy agreements, which have started on different days, then you will be issued with separate Penalty Charge for each instance.

If you fail to provide relevant documents to any or all of your tenants after relevant works/investigations have been completed this will be treated as one instance and one penalty charge.

Any other situations will be treated on a case by case basis.

**What if a landlord already has a report?**

If a landlord has had an inspection carried out before the Regulations come into force and they have complied with all relevant requirements, the next test will not be due until 5 years have passed from the date of the report, or less if the report specifies a shorter period.

**Will all installations have to comply with the 18th edition of the Wiring Regulations, even if they were installed before this edition was in force?**

The Regulations state that a landlord must ensure that electrical safety standards are met and that investigative or remedial work is carried out if the report requires this.

All electrical installations should be safe for continued use. In practice, if the report does not require investigative or remedial work, the landlord will not be required to carry out any further work.

Reports can also recommend improvement, in addition to requiring remedial work. If a report only recommends improvement but does not require any further investigative or remedial work to be carried out – indicated with a ‘C3’ classification code – then while it would be good practice to carry out this work, it would not be required in order to comply with the Regulations.

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## STATEMENT OF PRINCIPLES

Smoke and Carbon Monoxide Alarm Regulations 2015  
As amended 2022



Specified Officers within the Housing Improvement Team of Community Connections, in accordance with the Council's Scheme of Delegation have delegated authority to serve notices, assess Penalty Charge and carry out works.

In our correspondence (accompanying Remedial Notices) we will make it clear that landlords have a defence of taking all reasonable steps for not complying with the remedial notice except legal proceedings. We will also advise them to keep appropriate records to demonstrate that they have taken these steps in the event that they need to rely on this as a defence. We will ask for these records when we determine whether there has been a breach (for which a penalty charge may be levied).

The Service Director of Community Connections will consider any representations landlords may wish to make about Remedial Notices served.

The level of (any) Penalty Charge will be set by the case officer in conjunction with their line manager. The following principles will apply:

- generally we will serve a Penalty Charge Notice where we are satisfied that, on the balance of probabilities, the landlord is in breach of their duty to comply with a Remedial Notice
- the penalty charge will generally be £5000
- a prompt payment reduction of 25% will be given where:
  - payment is made within 14 days of the service of notice (as defined in the regulations) or
  - a representation is received within 14 days of the service of the notice and the payment is received within the period of 14 days following the service of our notice of review of the charge (service dates as defined in the regulations)
  - the discount will be reduced or removed where it would result in the penalty being less than the cost of remedial works undertaken by the Local Authority.
- where we are aware of any extenuating circumstances these will be considered. However, by their nature, such circumstances cannot be fully defined in a policy. They will probably be unknown at the time that the Penalty Charge Notice is served but the landlord can provide these as a part of any representation against it
- generally, the Penalty Charge Notice will not be reduced or withdrawn in cases where the landlord complies with the Remedial Notice after the expiry date of that Remedial Notice

The Service Director of Community Connections will consider any representations landlords may wish to make about the level of Penalty Charge assessed.

The proceeds of penalty charges will be used to administer the regulations (including inspection of property and payment for works in default). Any residue will be used to support the other functions of the Housing Improvement Team.

### Standards

For the purposes of this guidance, the word “tenancy” can also include references to licences. Please note that there are a number of exemptions to the requirements of the regulations.

### Smoke alarms

The regulations require that a smoke alarm is fitted to each storey of the premises used wholly or partly for living accommodation. In this context:

- a storey which solely comprises a staircase need not have a smoke alarm as there is no living accommodation present.
- a bathroom or lavatory is considered as living accommodation
- the premises may refer individual units of accommodation within the building
- a self-contained flat refers to a part of the building which contains bathing, lavatory and kitchen facilities in addition to the living/bedroom areas, all of which are separated from the rest of the building such that access to the flat is via a single flat entrance door

In single tenancy property we will require a smoke alarm on each storey of the building. This also applies where there is a single shared tenancy.

In multi tenancy property we will require a smoke alarm in each storey of each tenancy. The following are examples of how this will apply:

- in single storey self-contained flats (including studio flats); within each such flat (whether the building is an HMO or otherwise)
- in multi storey self-contained flats and maisonettes; within each flat, one smoke alarm on each storey of such a flat (whether the building is an HMO or otherwise)
- in buildings comprising both self-contained flats and other living accommodation; a smoke alarm on each storey where there is non self-contained living accommodation. This is in addition to those alarms located within self-contained flats
- in buildings where all the accommodation is non self- contained; a smoke alarm on each storey
- in hotel or bed and breakfast style accommodation being used to house residential occupiers; a smoke alarm on each storey where there is living accommodation used for this purpose

The smoke alarm must detect smoke. It’s recommended that alarms meet the requirements of BS5839-6. Fittings which detect heat (heat detectors) are not acceptable. The smoke alarm may incorporate its own sounder, or alternatively a separate sounder may be provided within the area covered by the smoke detection unit.

Subject to the above requirement, for the purposes of these regulations the minimum standard for these fittings is that of a nine volt battery unit. However fittings/systems of a higher standard (that is 10 year battery smoke alarms, (part of) a 240 volt alarm system (grade D), or part of a “panel” alarm system (grade A) are also acceptable provided they comply with the above criteria.

Landlords should note that there may be higher standards applicable to their property under other legislation. In particular, for HMOs, a panel system (grade A) or interlinked 240 volt system (grade D) will usually be appropriate.

### Carbon monoxide alarms

The regulations apply to “fixed combustion appliance other than a gas cooker” . This term means a fixed apparatus where fuel of any type is burned to generate heat and includes gas boilers, solid fuel boilers, wood burning stoves, cooking appliances and fire grates used for combustion. Fire grates which

are purely decorative and are not intended for combustion purposes are excluded; however landlords are advised to make this explicit in the terms of the tenancy.

The regulations apply to all such appliances where they are located in a room in the premises. The term “room” includes halls and landings as well as other areas.

The regulations require a carbon monoxide alarm to be fitted in the “room” within which the appliance is located. Alarms should be compliant with BS 50291.

### Testing

The regulations explicitly state that alarms are to be tested on the day the new tenancy begins. The regulations are specific about this date; it is recommended that landlords obtain documentary evidence of this (for example the tenants’ signatures to this effect).

Where a fire alarm system (see preceding paragraphs) is provided that part which relates to the new tenancy (see preceding paragraphs) must be tested to confirm that it is operable as of the date of commencement of that tenancy.

Checks are to be carried out to ensure that the alarm is in proper working order. Testing is to be by:

- (In the case of a Grade A system) (a) checking the control panel to ensure that the power light is illuminated and that no fault lights are present and (b) testing at a call point and ensuring that the sounders are working
- (In the case of Grade D and battery smoke alarm/carbon monoxide systems) checking for the presence of the alarm unit and any visible evidence of non-functionality and (b) using the test button provided

In both cases appropriate remedial action is to be taken where faults are found.

### Exemptions

The regulations make a number of exemptions. Broadly speaking these relate to:

- licensed HMOs
- housing where the landlords are Registered Providers
- housing where residents occupy as long leaseholders
- housing where “lodgers” share amenities with the residential owner or a member of their family
- some halls of residence, care homes, hospices, hospitals and NHS accommodation
- Low cost ownership homes

### Publication

The enforcement section of this policy will be published on the Council webpages in order to comply with the duty imposed by Regulation 13 to publish, a “statement of principles which the Council proposes to follow in determining the amount of a penalty charge”. The standards section of this policy will be similarly published along with the Government guidance.

Review

The Service Director of Community Connections is authorised to revise the “Standards” section of this policy in the light of further Government guidance or tribunal decisions or other information.

Date of Review	Lead Officer
07/06/2024	Andrew Elvidge Community Connections Technical Lead (Housing Improvement)

# ENFORCEMENT OF SMOKE AND CARBON MONOXIDE ALARM REGULATIONS 2015

As amended 2022



## INTRODUCTION

The Smoke and Carbon Monoxide Alarm Regulations came into force on 1 October 2015 and were updated in 2022. These regulations require that smoke alarms are provided in most privately rented housing, and where there is a fixed combustion appliance other than a gas cooker, a carbon monoxide alarm is also provided. These alarms are to be tested at the start of each tenancy and once reported as not in proper order the alarm is to be repaired or replaced.

Enforcement of the regulations is initially by service of a “Remedial Notice”, and should this fail, by carrying out the work in default of the landlord and the imposition of a variable penalty charge. This policy sets out how these regulations are to be applied.

Regulation 13 requires that we provide, and publish, a “statement of principles which the Council proposes to follow in determining the amount of a penalty charge”. This policy sets out these principles which will be published on the Council’s web pages. The policy also sets out the Council’s interpretation of the regulation where this is not explicitly stated either in the regulations or Government guidance.

These regulations do not directly apply to licensed houses in multiple occupation (HMOs). However, they do amend the statutory regime for licensed HMOs to include similar requirements. These are enforced as mandatory conditions of licences granted from 1 October 2015. As such, this policy excludes licensed HMOs.

The Government has issued guidance for both landlords and local authorities; this document reflects that guidance.

## THE REGULATIONS

### Application

The regulations make a number of exemptions. Broadly speaking these relate to:

- licensed HMOs.
- housing where the landlords are Registered Providers.
- housing where residents occupy as long leaseholders.
- housing where “lodgers” share amenities with the residential owner or a member of their family.
- some halls of residence, care homes, hospices, hospitals and NHS accommodation.
- Low cost ownership homes.

### Requirements for smoke alarms

The regulations place duties on the landlord to provide a smoke alarm on each storey of the premises. The explanatory guidance indicates that this can be satisfied by using commonly available nine volt battery fittings. The landlord has obligations throughout the tenancy to ensure that the alarm(s) remain present. The landlord must ensure that the alarms are present, and working, on the date that every new tenancy commences and, the landlord must ensure that smoke and carbon monoxide alarms are repaired or replaced once informed and found to be faulty. This could include replacing batteries.

These requirements are more complex in multi occupancy properties. This is due to the increased number of tenancies and the potential for a number of premises to be housed in the same property.

## Requirements for carbon monoxide alarms

The regulations place duties on the landlord to provide a carbon monoxide alarm in a room, compartment, hall or landing where there is a “fixed combustion appliance other than a gas cooker” within the premises. The landlord has obligations throughout the tenancy to ensure that the alarm remains present, and working, on the date that every new tenancy commences. The landlord must ensure that smoke and carbon monoxide alarms are repaired or replaced once informed it is faulty. This could include replacing batteries or the whole unit

Landlords should follow the individual manufacturer’s instructions when installing the alarms.

However, in general, carbon monoxide alarms should be positioned at head height, either on a wall or shelf, approximately 1-3 metres away from a potential source of carbon monoxide.

## Our duties

The regulations place duties on the Council to enforce the provisions by service of “Remedial Notices”. These must be served where we have “reasonable grounds to believe” that the landlord is in breach of the requirements; it is not necessary to prove that such a breach has occurred. Where the notice has not been complied with, the Council must (subject to the consent of the occupier) carry out appropriate remedial works. There is a set timetable for this process.

## Enforcement

Initially the Council would usually enforce the requirements by carrying out the relevant works. However, the Council may also issue a Penalty Charge to the landlord (whether or not the occupier consents to us carrying out those works). The Penalty Charge is a maximum of £5000; it can only be levied for the breach of failing to comply with the Remedial Notice. The landlord may ask us to review the level of the Penalty Charge and follow this by formal appeal to the First Tier Tribunal. There is no specified mechanism for recovering the costs incurred in either inspection or works to the property.

The proceeds of the Penalty Charge may be used for any purpose which the Council decides.

The following factors are relevant in considering the principles we will apply in setting penalty charges:

- there is a defence that the landlord has taken all reasonable steps, other than legal proceedings, to comply with the notice. Where we are satisfied that this is the case the Council cannot levy any Penalty Charges no breach has occurred.
- the maximum permitted Penalty Charge is £5000. This reflects the risk of severe injury which may arise from the occupiers being unaware of a fire or carbon monoxide release.
- the Government has not issued guidance on setting the level of the Penalty Charge. However, a comparison with other legislation may be helpful. Its guidance for the enforcement of the letting agent redress scheme recommends imposition of the maximum Penalty Charge of £5000 in all but extenuating circumstances. We have adopted this guidance in our policy for enforcing the letting agent redress scheme. The redress scheme relates to businesses (whereas many landlords only let one property and would not consider themselves as businesses). However, the failure to belong to a redress scheme would not normally impose the same level of risks as might be found in the case of fire and carbon monoxide.
- it may be more relevant to consider the penalty charge applied by the magistrates’ courts for failure to comply with equivalent safety requirements.
  - In cases of failure to comply with an Improvement Notice or the management regulations for houses in multiple occupation (HMO) the penalty charge is typically less than £1000. The maximum penalty charge is now unlimited having been increased from £5000. It is to be expected that the Courts will raise their fine in line with Government expectation

- In cases of failure to comply with the requirement to licence an HMO penalty charge can be substantially higher. However, there is frequently a “rogue landlord” element in cases where an HMO operates without the required licence.
  - Penalty charges for offences under the Fire Safety Regulatory Reform Order also tend to be higher; however such cases may have arisen following a serious fire incident
- 
- the cost of compliance to landlords is minimal.
  - although landlords should be aware of these regulations this may not in fact be the case. The House of Lords debate on the regulations suggests that the implementation of these regulations could have been improved. However regardless of this, no Penalty Charge can be levied without the landlord being notified of their obligations in the Remedial Notice and had the opportunity to make representations against this.
  - renting residential property is a complex matter. Letting impinges on numerous legal frameworks, and landlords need to have the appropriate resources, skills and knowledge to effectively and appropriately conduct this business. The Council will give advice which will reflect the equalities needs of the landlord where these are identified. However where a Landlord continues to breach these requirements there are likely to be other problems with poor property management. In these circumstances it may be desirable, for all parties, if the landlord ceases the business of property letting.
  - most landlords only own one or two properties, and many operate their letting business on a part time basis. They may not consider that this activity is in fact a business. In some cases, imposition of the maximum Penalty Charge could present an excessive financial burden. However, it is neither possible nor appropriate to determine a landlord’s letting income, other income or capital at the time of the assessment of the Penalty Charge.
  - extenuating circumstances may apply; however in most cases these will be unknown at the time of service of the penalty notice. These can be properly examined, when presented as representations, in any review of the notice. They can be further examined on formal legal appeal to the First Tier Tribunal. By their nature, it is difficult to define extenuating circumstances in a policy (or statement of principles as required under Regulation 13).
  - there may be cases where the landlord could not reasonably have known of the service of notice, despite notice having been properly served. However, regardless of them not receiving the notice, they should still have been aware of their duties under this legislation. They should also have had some means of contact to address any emergency issues which might arise.
  - the regulations allow for a prompt payment discount. This can be used to reduce the administrative costs associated with recovering the debt. The regulations specify that this is an option and accordingly it should be considered.
  - the requirements of the legislation will usually mean that (where a breach has occurred) the Council will have carried out the appropriate remedial works before serving the Penalty Charge Notice. In rare situations this may not be the case, and it could be argued that the penalty charge should be reduced if the landlord complies with the Remedial Notice after service of the Penalty Charge Notice. The policy for the enforcement of the redress scheme refers to an analogous situation; in that case it was determined that such action was not an exceptional circumstance that warranted the waiving or reduction of the penalty charge. However there may be other factors associated with this delayed action which could be relevant.
  - Government has not made funds available for carrying out the function of applying these regulations. Nor has it set out a process for recovery of the costs of providing, testing and replacing alarms. Instead, it appears to be the intent of the regulations that the costs are recoverable from the Penalty Charges levied.
  - the monies collected from Penalty Charges will be used to pay for the costs the Council incur in defending our actions at tribunal. A higher level of Penalty Charges may encourage more

appeals and their associated administrative costs. Equally, some clients may contest our actions regardless of the level of Penalty Charge applied.

### **Interaction with other legislation etc.**

These regulations improve housing to the standard of the current Building Regulations in respect of carbon monoxide safety. However, the standard of fire warning is substantially less than would be required for new housing.

Part One of the Housing Act 2004 (Housing Health and Safety Rating System) can be used to apply improvements to fire and carbon monoxide safety; however for single household premises the new regulations provide a valuable, and relatively easy, means of improvement.

The situation is far more complex in respect of fire in multi occupancy housing (the vast majority of which does not require licensing). In these cases there are the competing demands of the Regulatory Reform (Fire Safety) Order 2005 (administered by the Devon and Somerset Fire and Rescue Service), the Building Regulations, the "HMO management regulations" and Part one of the Housing Act 2004.

The above legislation may detail considerably higher standards than would be required by the Smoke and Carbon Monoxide Alarm (England) Regulations 2015. In addition to enforcing these regulations we will also advise clients of a standard which will meet all the fire safety requirements appropriate to the property. Where the circumstances justify this may lead to enforcement of these higher standards.

The Council has adopted the principle of informal resolution to problems before taking formal actions. As such, we should normally attempt a preliminary discussion with landlords prior to service of notice; any such discussion must be completed within the timescale set out in the regulations. Our Enforcement Policy applies to these regulations as it does to other matters.

## **POLICY**

### **Enforcement**

Specified Officers within the Housing Improvement Team, in accordance with the Council's Scheme of Delegation have delegated authority to serve notices, assess Penalty Charges and carry out works.

In our correspondence (accompanying Remedial Notices) we will make it clear that landlords have a defence of taking all reasonable steps except legal proceedings. We will also advise them to keep appropriate records to demonstrate that they have taken these steps in the event that they need to rely on this as a defence. We will ask for these records when we determine whether there has been a breach (for which a penalty charge may be levied).

The Service Director of Community Connections will consider any representations landlords may wish to make about Remedial Notices served.

The level of (any) penalty charge will be set by the case officer in conjunction with their line manager. The following principles will apply:

- generally we will serve a Penalty Charge Notice where we are satisfied that, on the balance of probabilities, the landlord is in breach of their duty to comply with a Remedial Notice
- the Penalty Charge will generally be £5000
- a prompt payment reduction of 25% will be given where:
  - payment is made within 14 days of the service of notice (as defined in the regulations) or
  - a representation is received within 14 days of the service of the notice and the payment is received within the period of 14 days following the service of our notice of review of the charge (service dates as defined in the regulations)



- the discount will be reduced or removed where it would result in the penalty being less than the cost of remedial works undertaken by the Local Authority.
  
- where we are aware of any extenuating circumstances these will be considered. However, by their nature, such circumstances cannot be fully defined in a policy. They will probably be unknown at the time that the Penalty Charge Notice is served but the landlord can provide these as a part of any representation against it
  
- generally, the Penalty Charge Notice will not be reduced or withdrawn in cases where the landlord complies with the Remedial Notice after the expiry date of that Remedial Notice

The Service Director of Community Connections will consider any representations landlords may wish to make about the level of penalty charge assessed.

The proceeds of Penalty Charge will be used to administer the regulations (including inspection of property and payment for works in default). Any residue will be used to support the other functions of the Housing Improvement Team.

## Standards

For the purposes of this guidance, the word “tenancy” can also include references to licences. Please note that there are a number of exemptions to the requirements of the regulations.

### Smoke alarms

The regulations require that a smoke alarm is fitted to each storey of the premises used wholly or partly for living accommodation. In this context:

- a storey which solely comprises a staircase need not have a smoke alarm as there is no living accommodation present.
- a bathroom or lavatory is considered as living accommodation.
- the premises may refer individual units of accommodation within the building.
- a self-contained flat refers to a part of the building which contains bathing, lavatory and kitchen facilities in addition to the living/bedroom areas, all of which are separated from the rest of the building such that access to the flat is via a single flat entrance door.

In single tenancy property we will require a smoke alarm on each storey of the building. This also applies where there is a single shared tenancy.

In multi tenancy property we will require a smoke alarm in each storey of each tenancy. The following are examples of how this will apply:

- in single storey self-contained flats (including studio flats); within each such flat (whether the building is an HMO or otherwise)
- in multi storey self-contained flats and maisonettes; within each flat, one smoke alarm on each storey of such a flat (whether the building is an HMO or otherwise)
- in buildings comprising both self-contained flats and other living accommodation; a smoke alarm on each storey where there is non self-contained living accommodation. This is in addition to those alarms located within self-contained flats
- in buildings where all the accommodation is non self-contained; a smoke alarm on each storey
- in hotel or bed and breakfast style accommodation being used to house residential occupiers; a smoke alarm on each storey where there is living accommodation used for this purpose

The smoke alarm must detect smoke. It's recommended that alarms meet the requirements of BS5839-6. Fittings which detect heat (heat detectors) are not acceptable. The smoke alarm may incorporate its own sounder, or alternatively a separate sounder may be provided within the area covered by the smoke detection unit.

Subject to the above requirement, for the purposes of these regulations the minimum standard for these fittings is that of a nine volt battery unit. However fittings/systems of a higher standard (that is 10 year battery smoke alarms, (part of) a 240 volt alarm system (grade D), or part of a “panel” alarm system (grade A) are also acceptable provided they comply with the above criteria.

Landlords should note that there may be higher standards applicable to their property under other legislation. In particular, for HMOs, a panel system (grade A) or interlinked 240 volt system (grade D) will usually be appropriate.

### Carbon monoxide alarms

The regulations apply to “fixed combustion appliance other than a gas cooker”. This term means a fixed apparatus where fuel of any type is burned to generate heat and includes gas boilers, solid fuel boilers, wood burning stoves, cooking appliances and fire grates used for combustion. Fire grates which are purely decorative and are not intended for combustion purposes are excluded; however landlords are advised to make this explicit in the terms of the tenancy. Alarms should be compliant with BS 50291.

The regulations apply to all such appliances where they are located in a room in the premises. The term “room” includes halls and landings as well as other areas.

The regulations require a carbon monoxide alarm to be fitted in the “room” within which the appliance is located.

### Testing

The regulations explicitly state that alarms are to be tested on the day the new tenancy begins. The regulations are specific about this date; it is recommended that landlords obtain documentary evidence of this (for example the tenants’ signatures to this effect).

Where a fire alarm system (see preceding paragraphs) is provided that part which relates to the new tenancy (see preceding paragraphs) must be tested to confirm that it is operable as of the date of commencement of that tenancy.

Checks are to be carried out to ensure that the alarm is in proper working order. Testing is to be by:

- (In the case of a Grade A system) (a) checking the control panel to ensure that the power light is illuminated and that no fault lights are present and (b) testing at a call point and ensuring that the sounders are working.
- (In the case of Grade D and battery smoke alarm/carbon monoxide systems) checking for the presence of the alarm unit and any visible evidence of non-functionality and (b) using the test button provided.

In both cases appropriate remedial action is to be taken where faults are found.

### Exemptions

The regulations make a number of exemptions. Broadly speaking these relate to:

- licensed HMOs.
- housing where the landlords are Registered Providers.
- housing where residents occupy as long leaseholders.
- housing where “lodgers” share amenities with the residential owner or a member of their family.
- some halls of residence, care homes, hospices, hospitals and NHS accommodation.
- Low cost ownership homes.

### Review

This is new legislation; the Government may issue further guidance and we expect that the tribunals will clarify matters further when they consider appeals. We will update this guidance accordingly.

### Publication

The enforcement section of this policy will be published on the Council webpages in order to comply with the duty imposed by Regulation 13 to publish, a “statement of principles which the Council proposes to follow in determining the amount of a penalty charge”. The standards section of this policy will be similarly published along with the Government guidance.

### Review

Date of Review	Lead Officer
07/06/2024	Andrew Elvidge Community Connections Technical Lead (Housing Improvement)

The Service Director of Community Connections is authorised to revise the “Standards” section of this policy in the light of further Government guidance or tribunal decisions or other information.

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