Appendix 2. – Summary of the views of Forums

The comments below relate to the proposed (new) clauses

Clause 1.
The tenant's right to remain in and to enjoy the quiet occupation of the dwelling house shall not be interfered with by the Council except as set out in Clauses 2(2), 13, and 21.

No comments made

Clause 2.
(1) The tenancy is a "secure tenancy" so long as the tenant occupies the dwelling house as his/her only or principal home. If there are joint tenants, the tenancy is a secure tenancy so long as at least one of the tenants occupies the dwelling house as his/her only or principal home.

(2) So long as the tenancy is a secure tenancy, the Council can only terminate the tenancy and obtain possession of the dwelling house in accordance with law.

(3) Any notice to be served on the tenant shall be deemed to be duly served if left at the dwelling house or sent to the dwelling house by ordinary pre-paid post.

No comments made.

Clause 3.
(1) The tenant may terminate the tenancy by giving the Council 4 weeks written notice to quit to expire on a Monday.

(2) On termination of the tenancy, the tenant must ensure that the Council is given vacant possession and leave the dwelling house in a clean and tidy state ready for occupation

- **Parkside Neighbourhood –** Proposed change not agreed.

Clause 4.
(1) Where the tenancy is a joint tenancy, a joint tenant may only terminate the tenancy by:

(i) giving the Council 4 weeks notice to quit to expire on a Monday and;

(ii) giving a copy of the said notice to the remaining joint tenant.

(2) Subject to Clause 4(3) and to the agreement of the remaining tenant(s), the Council may thereupon grant a new tenancy to the remaining tenant(s).

(3) The Council shall not be obliged to grant a new tenancy to the remaining tenant(s) where there has/have been a serious breach of any part of this Tenancy Agreement or the dwelling house exceeds the assessed bed need of the remaining tenant(s) by two or more bedrooms.

- **West Walworth Neighbourhood –** Sub clause 3 – the offer of suitable alternative accommodation should be an explicit part of the Tenancy Conditions
- **Taplow Neighbourhood –** Sub clause 2 – disagreed with the substitution of "shall with may".
- **Harris Street Neighbourhood –** The Forum would like to see the allocations policy before they make any recommendations.
- **Rosemary Gardens Neighbourhood –** The Forum would like to retain the existing clause with the word "shall".
- **West Camberwell Neighbourhood –** Clause agreed.
- **Cherry Gardens Neighbourhood –** Concern about whether it is appropriate to replace "shall with may".
- **Acorn Neighbourhood –** New clause not agreed. Forum would like to see the conditions that may be applied to the exercise of discretion by officers.
- **Lynton Neighbourhood –** Did not agree the change from shall to may. The Forum felt that sub clause 3 should separate breaches of tenancy from housing need.
- **Parkside Neighbourhood –** Proposed changes are not agreed.

Clause 5.
(1) The tenant must pay the rent and other charges that are due in advance on Monday in each week or by such other arrangements as agreed with the Council in writing.

(2) The Council must ensure that the tenant's rent records are accurate and up to date and copies sent to the tenant on a regular basis

- **Parkside Neighbourhood –** Sub clause 1 – proposed to insert "in writing which should not unreasonably be refused".
  Sub clause 2&3 - The existing clauses 6.2,3 &4to be retained in place of the proposed amendments.

Clause 6.
(1) The Council may without the consent of the tenant vary the sums to be charged by way of rent or other charges for the dwelling house.

(2) If the Council wishes to vary the sums payable for rent and other charges it shall serve on the tenant Notice of Variation specifying the variation and the date upon which it is to take effect which shall not be less than 4 weeks from the service of the Notice.

(3) If before the date specified in the Notice of Variation, the tenant gives the Council notice to quit, the variation will not take effect unless the tenant, with the written consent of the Council, withdraws his/her notice to quit before that date. The tenant will be obliged to vacate the dwelling house and give vacant possession to the Council on the day the tenant's notice to quit expires. In default, the Council shall be entitled to recover use and occupation charge equal to the varied rent and other charges from the date it takes effect until the Council obtains possession of the dwelling house.

(4) The Council is legally required to follow the procedure set out in Clauses 6(1) to 6(3) of this Agreement and, in addition, it undertakes to consult with the Tenants' Council before seeking to vary the sums payable for rents and other charges

- **Parkside Neighbourhood –** Sub clause 3 –amendment agreed.
- **Library Street Neighbourhood** – Sub clause 2. The Forum agreed, but if the statement is incorrect then a penalty should be paid by the Council.
  The Forum recommend the retention of the existing sub clause 6.(4).

Clause 7.
(1) For the purposes of this clause and clauses 7 and 8 'the tenant' includes any persons residing or visiting the property

(2) The tenant shall act in a reasonable manner and must not do anything which in the opinion of the Council causes nuisance, annoyance, offence, distress or alarm to other tenants or their family, lodgers or visitors or damage any property or possessions belonging to the Council or to its tenants, their families, lodgers or to the tenant's neighbours**.**

(3) The tenant must act in a reasonable manner towards Council employees, elected members and agents and must not threaten, abuse or assault staff carrying out their duties in relation to the tenancy or as a consequence of their employment with the Council, whether in working or outside working hours. This also applies wherever staff are performing their duties and extends to contacts with Housing Offices and other customer contact centres. Equally the Council and its employees must act in a reasonable manner when dealing with tenants or their representatives.

(4) Without prejudice to the generality of the above this clause applies to acts of discrimination, intimidation, harassment or abuse on any grounds for example colour, race, sex, sexual orientation, religious beliefs, age or disability.

(5) Without prejudice to the generality of the above clauses the tenant also;
(a) must not keep in the dwelling house or within the curtilage any animal, bird or reptile which in the reasonable opinion of the Council is dangerous, injurious to health or a nuisance. It is the responsibility of the tenant to ensure that any dog or pet faeces are properly disposed of and that their dog or other pets do not cause a nuisance or annoyance by excessive barking or aggressive behaviour. The tenant is responsible for the behaviour of their dog or pets at all times.

(b) must not on or near the locality of the dwelling house or garage carry out any motor vehicle repairs which in the reasonable opinion of the Council are or may become a nuisance or annoyance or cause offence to other people.

(c) must confine noise, including the use of television, playing of amplified music, musical instruments, etc to a reasonable level within the dwelling house and from motor vehicles

(d) must not hold or permit to be held any excessively noisy party or pay party at the dwelling house nor advertise or permit to be advertised such party

(6) The tenant shall not cause or allow the communal areas of the block or the estate to be used for purposes other than rest and quiet recreation (unless otherwise designated) and shall not cause or allow the communal areas to be used for the congregating of people (i.e. more than 3) so as to obstruct the communal areas or otherwise cause or be likely to cause a nuisance.

(a) Rubbish and Tipping: The tenant shall not cause or allow any dumping of rubbish, tipping, or abandonment of property including cars on or in the locality of the premises. In particular the tenant shall not deposit any rubbish or property on the walkways in the locality of the premises. It is the responsibility of the tenant to ensure that rubbish and unwanted property are properly disposed of.

(b) Door Entry & CCTV Systems: Where the communal entrance to premises are protected by a door-entry system and/or CCTV the tenant shall only allow those residing or visiting the premises to enter by that entrance and not by any other. The tenant shall only allow access via a communal door to those residing or visiting the tenant's premises. The tenant shall not cause or allow the lifts to be used for any purpose other than access to and exit from the premises by the communal areas.

(c) Restricted Areas: The tenant shall not cause or allow anyone to enter areas marked as restricted, and in particular this restriction applies to (whether marked or not) lift rooms, water tank rooms, the roof, roof voids and drying areas. The tenant may access and use the drying area for the sole purpose of hanging washing.

d) Health and Safety Requirements: The tenant shall not cause or allow fire exits from the premises or in any communal area to be blocked or otherwise act so as to create a health & safety danger. If directed by an officer of the council to undo any act, which in the reasonable opinion of the council has caused such a danger, the tenant will do so immediately

- **Abbeyfield Neighbourhood** – sub clause 5 –include "any part of the estate" & sub clause 6 – lifts should be separated from door entry and CCTV and "any" should be underlined.
- **West Camberwell Neighbourhood** – The Forum asked to include the recommendation that no washing should be hung from balconies.
- **Acorn Neighbourhood** – add an additional clause to include the requirement to keep fire doors secure.
- **Parkside Neighbourhood** – the Forum proposed that the document as a whole and the nuisance clause in particular should be forwarded to the Southwark Law Project to look into the legality of the clause and report back to the Forum.Specifically
  Sub clause 3 – delete elected members.
  Sub clause 6 – The Forum noted that on issues of health and safety the onus was totally on the tenant and there was no obligation on the Council.
- **Library Street Neighbourhood** – Sub clause 3. Recommended deletion of this sub clause.

Clause 8.
The tenant must not use or threaten to use violence against any other person lawfully entitled to reside in the dwelling house so that they may be or are prevented from continuing peaceably to live in the dwelling house.

No comments made

Clause 9.

(1) No person may park or keep any vehicle anywhere on the estate other than:

a) In a garage she or he rents from the council,
b) In a parking space she or he rents from the council,
c) In a designated parking area.

Unless otherwise specified, a road or pathway on the estate is not a designated parking area. No vehicle may be parked outside a garage, even for the briefest of periods unless authorised in writing by the local neighbourhood office.

(2) No vehicle may be parked on the estate if it is oversize. A vehicle is oversize if it exceeds any one of the following dimensions:

a) Height 6'6'', (2 metres)
b) Width 6'0'' (1.83 metres)
c) Length 16'0'' (4.8 metres
d) Weight 7.5 tonnes.

(3) The Council reserves the right to grant permission for the parking of vehicles which exceed the dimensions specified in Clause 9(2) hereof and which are used solely for social and domestic purposes.

(4) No vehicle may be parked on the estate unless

(a) it clearly displays a current vehicle excise license (tax disc) at all times,
(b) It has a valid MOT certificate and is road worthy.

(5) No crash-damaged vehicle or any other kind of damaged vehicle may be left or stored on Council land. Crash-damaged vehicles must be removed immediately to a garage for storage or repair.

(6) Estate Parking Permit Schemes have been introduce on some estates after consultation with tenants. If an Estate Parking Permit Scheme is in force, no vehicle may be parked on the estate during the hours the scheme is in operation without clearly displaying a valid permit. The hours of operation may vary between different estates.

(7) Where a parking permit scheme is in place, tenants have a duty to ensure that all family members and visitors are aware of the estate's parking enforcement schemes.

(8) Parking permits, including visitors permits, may not be sold or lent to third parties for commercial gain. No person may sell, lend, rent or give away any parking space or permit that is provided or allocated to them.

(9) The Council may wheel-clamp or remove any vehicle which:

a) is not parked in a designated parking space
b) fails to clearly display a current vehicle excise licence (tax disc)
c) is oversize, and does not have specific permission to be on the estate
d) causes obstruction to other tenants, or to emergency vehicles
e) is parked without a permit, during the hours that a parking permit scheme is operating
f) represents a health and safety risk to residents or visitors to the estate.
g) is parked outside a garage

(10) If the Council clamps or removes a vehicle it may recover the cost of clamping, removing, and storing the vehicle, and may destroy or otherwise dispose of vehicles, which are not claimed by the owner within a reasonable period of time.

- **West Walworth Neighbourhood –** Sub clause 5 – a question has been asked whether this applies to vehicles that are covered over.
- **Crown House Neighbourhood –** Sub clause 9 – that this clause includes crash damaged vehicles in the list of clampable vehicles. Also any vehicle which constitutes a health and safety risk to residents.
- **Taplow Neighbourhood** – not happy with the new clause, particularly proposal about parking outside a garage but there was no proposed amendment.
- **Abbeyfield Neighbourhood –** a paragraph should be added for bikes and disabled scooters.
- **West Camberwell Neighbourhood –** sub clause 5 – not agreed: more clarification required and did not agree proposals. Reasonable time must be defined.
- **Acorn Neighbourhood –** Forum comment that delegates would like to see more rigorous enforcement rules – a particular issue being lorries on estates.
- **Lynton Neighbourhood –** Agreed in principle but this clause needs to be effectively enforced.
- **Parkside Neighbourhood –** In addition to the propose clause it was recommended that adequate provisions should be made for disabled parking on estates where parking schemes exist to take into account the European Blue Badge Scheme.
  Sub clause 1. – change briefest of periods to subject to local parking agreements but not exceeding 30 minutes within individual estate rules.
  Sub clause 10. – change "reasonable period of time" to 2 as specified in the terms of the Disposal of Vehicle Act".

Clause 10.
(1) The tenant must occupy the dwelling house as his/her only or principal home. The tenant must satisfy the Council on an annual basis that they are occupying the dwelling house as their principal home. The tenant will be required to provide evidence of this occupation in a form prescribed by the Council. The tenant will be required to have a photograph on the Tenancy Agreement**.**

(2) The tenant shall not be absent for a continuous period of more than 28 days without first notifying the Strategic Director of Housing or his/her representative in writing.

(3) The tenant must not use or permit the dwelling house to be used other than as a private dwelling house.

(4) The tenant must not store or use in the premises any liquid petroleum and paraffin (e.g. calor gas) containers or cylinders, or dangerous chemicals, gases or materials or any other inflammable materials or gases.

- **West Walworth Neighbourhood –** Sub clause 2. The Forum does not support this change as it is considered too onerous.
- **Abbeyfield Neighbourhood –** sub clause 4. Include garages
- **West Camberwell –** Forum requested inclusion of private balcony and garden in sub clause 4.

- **Acorn Neighbourhood –** Opposing views on this clause but with no overall agreement. Specific comment on sub clause 4. Forum would like the clause extended to include motor vehicles kept within communal parts of a block (eg –motor bikes and scooters). Clearer definition of premises required.
- **Lynton Neighbourhood -** clause agreed but needs within sub clause 4. To include garages.
- **Parkside Neighbourhood –** amend sub clause 1 to read “the tenant will be required to have a photograph on the Tenancy Agreement at the expense of the Council”. Sub clause 2. Amend the timescale from 28 to 90 days.
- **Library Street Neighbourhood –** sub clause 2. The Forum recommend the retention of the 42 days period.

Clause 11.
(1) The tenant may allow any persons to reside as LODGERS in the dwelling house whether or not payment is received from those lodgers provided it does not cause the maximum permitted number of occupiers to be exceeded or result in an overcrowding situation. The tenant must obtain the Council’s written permission, such permission must not be unreasonably withheld by the Council. Where the dwelling house is part of a warden assisted (e.g. sheltered unit) or other forms of supported accommodation the tenant must not allow any person to reside as lodger under any circumstances

(2) The tenant must not SUBLET or part with possession of PART of the dwelling house without first obtaining the Council’s written permission

(3) Where the tenant makes a request for such written permission, whether the request is made before or after the act of subletting or parting with possession of part of the dwelling house:

(a) The Council must respond within 4 weeks of such request. If permission is refused the Council must give reasons for the refusal in writing;
(b*)* The Council will be deemed to have refused permission if it does not reply to the tenant’s request within 4 weeks of receipt of the request.
(c) The Council must not unreasonably refuse permission or attach conditions to its permission
(d) If the tenant considers that the Council’s refusal is unreasonable, he/she may challenge the refusal by referring the matter to Southwark Arbitration Tribunal under Clause 23 of this agreement

(4) The tenant must not sublet or part with possession of the WHOLE of the dwelling house.

(5) Assignment is prohibited in all circumstances except where:

(i) the assignment is in accordance with Section 92 (Mutual Exchanges) of the Housing Act 1985;

(ii) the assignment is by order under the Matrimonial Causes Act 1973;

the assignment is to a person who would be qualified to succeed, as defined in Clause 12 of this Agreement, if the tenant died immediately before the assignment.

- **Crown House Neighbourhood –** sub clause 3. The Forum seeks to add that the request should be presented in person and the tenant ask for a receipt or the tenant should make the application by recorded delivery, registered post or e-mail. That sub clause 3 (b) to read that the Council would be deemed to have granted permission if it does not reply to request within 4 weeks of the request.
- **Harris Street neighbourhood –** The Forum felt that this clause should be strengthened to ensure no abuse of the property and to limit of such lodgers.
- **Parkside Neighbourhood –** Proposed amendment to “must not allow any person to reside as a lodger under any circumstances to “without the prior permission of the Senior Housing Officer”.

Clause 12.
(1) On the death of the tenant, the tenancy will be transferred if there is a person who is entitled to succeed to the tenancy and the deceased tenant did not himself/herself succeed to the tenancy on the death of a successor or as a result of an assignment by a successor.

This means that a tenancy can be succeeded to twice

(2) A person is qualified to succeed to the tenancy if:

(a) he/she occupied the dwelling house as his/her only or principal home at the time of the tenant’s death; and

(b) either he/she is the tenant’s spouse or he/she is another member of the tenant’s family and has resided with the tenant throughout the period of 12 months ending with the tenant’s death.

(3) Where more than one person qualifies to succeed to the tenancy then the tenant’s spouse is to be preferred over another member of the family. Failing agreement between other members of the tenant’s family the Council will determine which of them is to succeed.

(4) In this section “spouse” includes a person living with the tenant as his/her husband or wife or the partner of a gay or lesbian relationship

(5) Where the tenancy is a joint tenancy and one of the joint tenants dies, the tenancy will vest in the remaining joint tenant(s) as successor to the tenancy provided the remaining joint tenant was occupying the dwelling house as their main or principal home

- **Crown House Neighbourhood –** sub clause 4 –to read or common-law-husband/wife as well as husband and wife.
- **Acorn Neighbourhood –**suggestion to change gay/lesbian to “same sex”.
- **Library Street Neighbourhood –** sub clause 4. The existing clause 15(4) to be retained.

Clause 13.
(1) The tenant must allow Council officers, agents or workers to enter the dwelling house to inspect the state of repair, carry out all treatment in association with pest eradication and to carry out its duties under any part of this Agreement or as required by law.

(2) The Council shall give the tenant the option of making an appointment morning or afternoon**,** for a visit by its officers, agents or workers for the purpose of carrying out inspections or work but the tenant must understand that this may result in delay.

(3) Council officers and agents, in the presence of a Council officer or management agent may enter the dwelling house without notice if, in the opinion of the Strategic Director of Housing or his/her authorised representative, such entry is necessary because of an emergency from which personal injury or damage to property is likely to result.

(4) Council officers and agents, in the presence of a Council Officer or management agent, may enter the dwelling house in the event of a tenant failing to keep a second notified appointment during a programme of pest eradication treatment, or safety checks, including servicing of gas appliances or pipe work, or during major works and improvement programmes and when required to carry out routine inspections or repairs to comply with the Council's obligation. The Council will then be responsible for leaving the dwelling in a secure condition. The Council shall be entitled to recover any costs associated with gaining access or making the dwelling secure under this clause from the tenant, unless the tenant can show reasonable excuse for failing to provide access.

(5) In the event of Council officers, agents or workers failing to keep an appointment to gain access to the dwelling house, the tenant shall have the right to claim from the Council a minimum of £50 compensation unless the Council can show reasonable excuse for failing to keep an appointment.

(6) In the event of the tenant failing to allow access for an appointment, the Council shall have the right to claim compensation from the tenant of a minimum of £50 unless the tenant can show reasonable excuse for failing to provide access.

- **West Walworth Neighbourhood –** Sub clause 4. The Forum does not agree with the inclusion of major works and improvement programmes in this clause.
- **Rosemary Gardens Neighbourhood –** sub clause 5 – The Forum would like to retain the existing clause 16 (5) with a minimum payment of £50.
- **Acorn Neighbourhood –** sub clause 5. Definition of "reasonable excuse" required.
- **Lynton Neighbourhood –** Forum noted the change from the Council shall pay the tenant compensation to "the right to claim from the Council".
- **Parkside Neighbourhood –** Sub clause 4. Proposal to add "forced entry will not be carried out without prior warning of the forced entry in writing after all endeavours to contact the tenant have failed.
  Sub clause 5. – remove " unless the Council can show reasonable excuse for failing to keep an appointment".
  Sub clause 6. This sub clause not agreed.

Clause 14.
(1) The tenant must take proper care of the dwelling house, the fixtures and fittings and the common parts of the block and the estate, and shall bear the cost of repairing, redecorating or replacing items damaged by the tenant or any person residing in the dwelling house or the tenant's visitors, fair wear and tear and any damage resulting from the Council's failure to carry out its obligations are excepted**.**

(2) The tenant must at the end of the tenancy, leave the dwelling house and the Council's fixtures and fittings in as good a state as they were at the beginning of the tenancy, fair wear and tear and any damage resulting from the Council's failure to carry out its obligations excepted. In the event of the tenant failing to comply with the above, the Council will have the right to claim for the full cost of replacement or repair.

(3) The Council is not liable for the repair of any item where the need for repair results from the tenant's breach of obligation under Clause 14(1) above.

- **Parkside Neighbourhood –** sub clause 2 – amendment not agreed.

Clause 15.
(1) The tenant is responsible for the cleansing of the communal landing and passages serving the dwelling house where so advised.

(2) The tenant is responsible for the upkeep of the garden and window boxes (if any) of the dwelling house and must keep all garden space, balconies and yards of the dwelling house tidy and free from rubbish.

(3) The tenant must ensure that s/he does not cause any obstruction to communal landings and staircases and corridors at any time and must only dispose of rubbish in a refuse chute, bin or other designated area. The tenant is required to comply with any recycling scheme in the locality.

(4) The Council shall take reasonable steps to keep the estate and common parts clean and tidy and to mow the grassed areas of the estate (if any) and to cultivate and keep tidy any flower beds, hedges and trees on the estate.

(5) (i) The Council shall decorate those parts of the dwelling house which are exposed to the elements as when necessary to protect the fabric.

(ii) The Council will carry out external decorations to individual dwellings every five to seven years.

(6) The tenant will be responsible for the decoration of the interior of the dwelling house.

- **Parkside Neighbourhood –** sub clause 3. –delete "the tenant is required to comply with the recycling scheme in the locality."
  Sub clause 5. – The existing clause to be retained.
  Sub clause 6. The existing clause should remain.

- **Harris Street Neighbourhood –** sub clause 6. The Forum wishes the current OAP scheme to continue and hopes this clause will not affect this.
- **West Camberwell Neighbourhood –** The Forum would like to retain the existing clause to internally decorate OAP flats.
- **Lynton Neighbourhood –** recycling scheme agreed provided it is accessible and easily useable by elderly and disabled tenants. Sub clause 6. – the Forum does not agree amendment of decorations proposals for the elderly/disabled.

Clause 16.
(1) The tenant should notify the Council of defects in the state of repair of the dwelling house and common parts as soon as it is possible. Such notification should be given to the Housing Office or designated customer contact point.

(2) The Council shall carry out its repairing obligations within a reasonable time from the time when it first knows or ought to know of the need for repairs. A 'reasonable time' is such time as is reasonable in all the circumstances, not exceeding the times laid down in Appendix 2 to this Agreement, unless the Council can establish that a major works project to include the identified repairs is due to start within a reasonable period and any delay will not have an impact on the Council's Health and Safety, Right to Repair and legal obligations as a landlord.

- **Rodney Neighbourhood –** Complaint that repair priorities inadequate with exclusion of Saturdays and Sundays from the set targets for emergency repairs.
- **Acorn Neighbourhood –** Forum raised concern about terminology, ie "housing officer or designated customer contact point" & "Strategic Director of Housing or his/her agent" be employed consistently throughout. Concern about fashionable terminology.
- **Lynton Neighbourhood –** sub clause 2. Agreed in principle but concern about the definition of reasonable period before major works begin.
- **Parkside Neighbourhood –** sub clause 1 – remove "or designated customer contact point" and include Neighbourhood before Housing Officer
  Sub clause 2. – amendment not agreed.

Clause 17.
(1) The Council shall keep in repair the structure and exterior of the dwelling house (including drains, gutters and external pipes).

(2) The Council shall keep in repair and proper working order (or renew with an appropriate device) the installations whether inside or outside the dwelling house which were installed at the commencement of the tenancy or if installed later, were installed by the Council, and either directly or indirectly serve the dwelling house for:

(a) the supply of water, gas and electricity to, and for sanitation at the dwelling house (including basins, sinks, baths and sanitary conveniences);

(b) heating the dwelling house and for heating water in the dwelling house.

No comments made.

Clause 18.
(1) The Council shall keep in repair and in proper working order the structure and exterior, common parts and communal facilities to blocks and estates, including:

- Drains, gutters and external pipes, service roads, designated play areas
- Entrances, entrance halls, staircases and roofs,
- Lifts, communal TV aerials, entry-phones, fire fighting equipment, communal lighting, refuse collection facilities, communal heating and ventilation services in so far as they affect the tenant's enjoyment of the dwelling house or common parts and subject to reasonable expenditure and consultation with residents.

- **Acorn Neighbourhood –** Forum want "tenants halls" included within the Councils obligation to repair.
- **Parkside Neighbourhood –** Forum want to include Tenants Halls and "subject to budgetary constraints and in consultation with the Neighbourhood Forum" in proposal.

Clause 19.
(1) When the Council carries out works of repair or improvements, it shall ensure that such works are carried out in a proper manner with proper materials

(2) The Council may either make good any damage to the internal decorations of the dwelling house following any works of repair or improvement undertaken by the Council or its contractors or award the tenant a decoration allowance

(3) If the tenant notifies the Council that s/he is dissatisfied with any works of repair or improvement carried out by the Council, the Council must thoroughly investigate and remedy any defect found within a reasonable time.

- **West Walworth Neighbourhood –** The Forum wish to see the existing clause 24 (4) retained and inserted in clause 129 (4).
- **Abbeyfield Neighbourhood –** sub clause 3.- add "in compliance with repairs priorities.
- **Acorn Neighbourhood –** Forum want new clause added requiring the Council to remove scaffold within a reasonable period of time following completion of the work.
- **Parkside Neighbourhood –** Sub clause 3. Amend "found within a reasonable time" to "found within 6 weeks".
  The Forum would like the existing clause 24(4) to be retained which requires estate inspections at least 6 monthly.

Clause 20.
If the Council fails to carry out its obligations under Clause 17 to 19 of this Agreement, the tenant may be entitled to compensation. The amount may be such sum as is fair and reasonable in all the circumstances**.** The Council will deduct any debt owed to it by the tenant from the compensation payable to the tenant.

- **Parkside Neighbourhood –** The Forum has recommended the retention of the existing clause 25 and 26 unchanged. These are recommended for deletion and inclusion in the new Tenants Handbook.

Clause 21.
(1) The Council has the right to carry out repairs, maintenance and improvements to its dwelling house.

(2) Major works means works to the interior of the dwelling house, whether of repair, improvement or conversion, which by their extent or nature require either the removal of the tenant while they are being carried out or, if they are carried out with the tenant in occupation, would substantially restrict or substantially disrupt living conditions within the dwelling house. The Council must notify the tenant the period of time within which the works are likely to be carried out.

(3) In such instances the Council may, according to the circumstances and after consultation with the tenant, require the tenant to:

(a) move from the dwelling house while the works are being carried out, or
(b) remain in occupation of the dwelling house while the works are being carried out.

(1) In this Agreement "improvements" means any alterations in, or addition to, the dwelling house and includes:

(e) any additions to, or alterations in, the Council's fixtures and fittings;

(f) any addition to or alteration connected with the provision of any services to the dwelling house;

(g) the erection of any wireless or television aerial;

(h) the carrying out of external decoration.

(2) The tenant shall not make any improvement to the dwelling house without the written consent of the Council.

(3) The Council may give consent to any improvement subject to a condition, and consent may be validly given to an improvement, which had already been carried out.

(4) The Council may not withhold consent to an improvement unreasonably nor attach an unreasonable condition to a consent.

(5) In considering whether a consent was unreasonably withheld, regard shall be had to the extent to which an improvement would be likely:

(a) to make the dwelling house or any premises less safe for occupiers;

(b) to cause the Council to incur expenditure which it would be unlikely to incur if the improvements were not made; or

(c) to reduce the sale or rental value of the dwelling house.

(6) Any failure by the tenant to satisfy any reasonable condition attached by the Council to consent to an improvement shall be treated as a breach of the tenant's obligations under this Agreement.

(7) Where the Council refuses consent to an improvement or gives consent subject to a condition it shall give the tenant written reasons for the refusal or the condition

(8) If the Council neither gives nor refuses consent within four weeks of the receipt of the application it shall be taken to have withheld consent.

(9) Where the tenant has made an improvement to the dwelling house, the Council may, at its discretion, pay the tenant compensation at the end of the tenancy provided that the following conditions are satisfied:

(a) work on the improvement began after 2nd October 1980;
(b) the Council (or the tenant's previous Landlord, if the Council acquired the dwelling house with the tenant in occupation) has consented to the improvement, or is treated by Clause 21(3) as having consented to the improvement;
(c) the improvements have materially added to the sale or rental value of the dwelling house.

(10) The amount of compensation, if paid under Clause 21(9) shall be the cost of the improvement less the amount of any grant paid in respect of the improvement, depreciation in value and any money outstanding to the Council.

In deciding the rent payable for the dwelling house, the Council, shall ignore any increase in the value of the dwelling house resulting from the improvement carried out by the tenant or if s/he succeeded to the tenant or it was assigned to her/him by her/his predecessors.

- **West Walworth Neighbourhood –** Sub clause (1) – The Forum does not agree with this new clause.
- **West Camberwell Neighbourhood -** Sub clause 4. Not agreed – retain old clause.
- **Parkside Neighbourhood –** The Forum recommend that the existing clause 27 is retained.
  Sub clause 4. – Improvements by tenants – sub clause 4. Amend the word "may not" to shall not".
  The Forum have recommended the retention of the existing clause 28(5).
  The Forum recommend the retention of clause 28 (11).

Clause 22.

(1) The Council must allow the tenant on request to see all information that is kept on file by the Council's Housing Department about the tenant, her/his household or the dwelling house (including any application which the tenant has made for re-housing and documents in the possession of the Council's Housing Department relating to the block and estate where the dwelling house is situated) EXCEPT the following information:

(e) Medical information and casework reports from social workers and welfare officers where this information would identify another individual who has not consented to disclosure and where the information if supplied would be likely to cause serious harm to the physical or mental health of the tenant or any other person;
(f) Complaints from other tenants and neighbours;
(g) Relationship disputes where information is given by parties other than those concerned;
(h) Information which could prejudice the interests of any child.

Such information will be made available at reasonable times and copies will be provided on payment of a reasonable fee.

(2) If the tenant disagrees with a statement in any such Council document, s/he shall be entitled to have her/his version of the subject matter of that statement annexed to the document. Furthermore, the tenant may ask the Council to delete the disputed statement from their records and substitute her/his version.

(3) If the Council fails to amend its record within 15 working days from receipt of the tenant's request, the tenant may refer the dispute to Arbitration. The Arbitration Tribunal shall have the power to order that the disputed statement be deleted from and the tenant's version be substituted in the Council's records.

(4) Where the tenant has applied for re-housing the Council must advise the tenant on request for their priority for re-housing**.**

- **West Camberwell Neighbourhood –** sub clause 4. Not agreed and to be deleted.
- **Parkside Neighbourhood –** The Forum recommend the retention of existing clause 29 (5).

Clause 23.

(1) The Council shall maintain an Arbitration Tribunal and an Arbitration Panel for the resolution of certain disputes between the tenant and the Council and between secure tenants. When either the tenant or the Council has referred a dispute to Arbitration, the other party shall be bound to submit to the decision of the Arbitration Tribunal, and decisions of the Arbitration Tribunal shall be enforceable in the Courts;

(2) Membership of the Arbitration Tribunal shall be drawn from the Arbitration Panel. The Arbitration Panel will consist of at least nine members, of whom at least three will be elected members of the Council ("the Councillor Representatives") at least three will be tenants elected by Neighbourhood Forums ("the Tenants' Representatives"), and at least three will be neither elected members nor tenants of the Council and will be jointly nominated by one Councillor Representative, one Tenant Representative and the Arbitration Officer ("the Independent Representative"). An Arbitration Tribunal shall consist of a Councillor Representative, a Tenant Representative and an Independent Representative drawn from the Arbitration Panel;

(3) The Council shall appoint an Arbitration Officer;

(4) The Council shall have the power to prescribe regulations for the conduct of proceedings of the Arbitration Tribunal after consultation with the Tenants' Council and the Arbitration Officer;

(5) The Following disputes may be referred to the Arbitration Tribunal:

All disputes in relation to the dwelling house arising in six years prior to the date of application:

(a) arising out of alleged breach by either the Council or the tenant of her/his or the Council's obligations under this Tenancy Agreement
(b) as to whether works are major works within the meaning of Clause 21 of this Agreement

(c) as to whether the tenant should be transferred to suitable accommodation while major works are being carried out and to return to the dwelling house on contractual completion of the works, or to be transferred permanently to suitable accommodation as defined in Schedule 4 of the Housing Act 1985

(d) as to whether any consent required under this Agreement has been withheld, whether such consent has been unreasonably withheld, or whether such consent has been given subject to an unreasonable condition

(e) as to who is entitled to succeed to the tenancy between the Council and anyone claiming to be qualified to succeed a deceased tenant. In this case the procedure is the same as if the parties were the tenant and the Council but for “the tenant” there is substituted “anyone claiming to be qualified to succeed the tenant”

(f) as to information that may be referred to the Arbitration Tribunal under Clause 22(3) of this Agreement

(g) as to whether the tenant had reasonable excuse for failing to provide access under Clause 13(4) and 13(6) of this Agreement or the Council had reasonable excuse for failing to keep an appointment under Clause 13(5)

(h) as to whether there has been a serious breach of any clause under Clauses 4(3) of this Agreement.

(6) Powers of Arbitration Tribunal

(1) The Arbitration Tribunal shall have power:

a. To award damages;

b. To grant a declaration;

c. To order either the Council or the tenant to do or refrain from doing anything in order to secure compliance with the obligations of this Agreement.

(2) The Arbitration Tribunal shall have no power to make an order for repairs when an independent qualified surveyor estimates that the cost of the repairs would exceed £10,000 to inside of the dwelling house or £50,000 to the block. The Arbitration Tribunal shall have power to award repairs up to the cost of £10,000 to inside of the dwelling house or £50,000 to the block. Where it is found that the cost of the repairs would exceed £10,000 to inside of the dwelling house or £50,000 to the block and therefore the Tribunal has no jurisdiction to order the repairs, this shall not prejudice the tenant’s common law rights to apply to a court to seek an order in respect of same.

(7) Repairs Disputes

If the Arbitration Tribunal finds that the Council has been in breach of its repairing or decorating obligations it may award compensation to the tenant in accordance with Clause 20 and if the breach has not been corrected, may order that the Council carry out the repairs in question within such time as it thinks fit not exceeding, in the case of disrepair, the time laid down in Appendix 2 of this Agreement for the type of disrepair in question.

(8) The Arbitration Tribunal shall only have the power to award costs in circumstances to be set out in regulations made under the provisions of Clause 23(4) of this Agreement

- **Parkside Neighbourhood –** The Forum recommend the retention of existing clause 30 (2,5,9,10).

Clause 24.
(1) Where the Council wishes to make any change, other than in the rent or other charges (variation of which is dealt with in Clause 6 of this Agreement). It shall first serve on the tenant a preliminary notice of its intention to vary the terms of the Tenancy Agreement. A preliminary notice shall state the proposed change and its effect and shall invite the tenant to comment on the proposed change by a specified date.

(2) The Council shall consider any comments made by or on behalf of the tenant in reply to the preliminary notice.

(3) The Council shall also consult on such proposed changes with the Tenants' Council and shall consider any comments made by it.

(4) No changes in the terms of the Agreement other than a change of the rent or charges for services shall be valid unless it is agreed by either the tenant or the Tenants' Council.

(5) Once it has been agreed in accordance with Clause 24(4) of this Agreement that change shall be made in this Agreement, the Council shall serve a Notice of Variation and the provisions of Clauses 6(2) and 6(3) of this Agreement shall apply.

- **Parkside Neighbourhood -** The Forum recommend the retention of existing clause 32 (1)

Clause 25.
(1) "The Tenant" means secure tenant as defined by Housing Act 1985 and are each and every signatory to this agreement. Joint tenants are liable individually and collectively to carry out the obligations of the "the tenant". The term "the tenant" does not include tenant(s) which had been required to give up possession of the dwelling house by a Court of competent jurisdiction.

(2) "The Council" means the London Borough of Southwark.

(3) A "Dwelling House" means a house, flat, maisonette or bungalow as defined in the Housing Act. There shall be treated as included in the dwelling house any land used for the purposes of the dwelling house which the Council agrees to include in the tenancy.

(4) The "Common Parts" means any part of the building of which the dwelling let to the tenant forms part and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling houses let by the Council.

The "Block" means the building in which the dwelling house is situated and is used for flats and maisonettes only.

The "Estate" means the estate in which the dwelling house is situated.

No comments made

Clause: existing (old) clause 3

This clause has been deleted from the tenancy agreement and is to be included within the Tenants Handbook. The Forums below expressed views on this existing clause:

- **Alfred Salter Neighbourhood –** the removal of this clause should be reconsidered.
- **Taplow Neighbourhood –** disagreed with the deletion of this clause and recommended that the “Council endeavour to rehouse.”
- **Harris Street Neighbourhood –** The Forum asked for retention of the clause but amend the word should and replace it with may.
- **Rosemary Gardens Neighbourhood –** The Forum requests to retain this clause
- **West Camberwell Neighbourhood –** The Forum were not in favour of deleting this clause.
- **Lynton Neighbourhood –** The Forum was concerned about this loss of clause and felt that conditions should be applied.
- **Parkside Neighbourhood –** The Forum recommended most strongly that nothing to do with “allocations” within the tenancy agreement should become policy.
- **Library Street Neighbourhood –** The Forum request thast the clause is retained but re-housing should be extended to 12 months.