

CONDITIONS OF TENANCY

Security of Tenure, Termination of Tenancy and Notices

		CURRENT			PROPOSED	Comments
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), 16 and 27.	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.	<i>No changes</i>
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	(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.	<i>No changes</i>
	(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.		(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.	<i>No changes</i>
	(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.		(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.	<i>No changes</i>

Breakdown of Relationships

		CURRENT			PROPOSED	Comments
3	(1)	Where the tenancy is granted to one or both of the two parties living together as a couple in a stable relationship, then if either party provides conclusive evidence that the relationship has broken down permanently, the Council shall (within 6 months) provide suitable accommodation for the party who leaves the dwelling house as a result of the breakdown of the relationship, and shall grant the tenancy of the dwelling house to the party who remains in it, if they are not already the tenant.				<i>Recommended that the clause be deleted in its entirety and included as a Southwark Housing Policy. This will form part of the Allocation review. It was felt the Clause placed an onerous duty on the Council in an environment where housing resources is in very short supply.</i>
	(2)	Where the relationship breakdown is a result in whole or in part of domestic violence, the Council shall not be obligated under Clause 3(1) to rehouse or grant the tenancy of the dwelling house to the perpetrator of domestic violence.				

Termination of Tenancy by Tenant

		CURRENT			PROPOSED	Comments
4	(1)	The tenant may terminate the tenancy by giving the Council 4 weeks written notice to quit to expire on a Monday.	3	(1)	The tenant may terminate the tenancy by giving the Council 4 weeks written notice to quit to expire on a Monday.	<i>No changes</i>
	(2)	On termination of the tenancy, the tenant must ensure that the Council is given vacant possession		(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.	<i>The changes in bold is recommended to improve void turn-around and to allow the Council to re-claim cost of making good damages by tenant as a result of breach of Tenant's Duty of Care</i>

Departure of One of Joint Tenants

		CURRENT			PROPOSED	Comments
5	(1)	Where the tenancy is a joint tenancy, a joint tenant may only terminate the tenancy by: <ul style="list-style-type: none"> (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. 	4	(1)	Where the tenancy is a joint tenancy, a joint tenant may only terminate the tenancy by: <ul style="list-style-type: none"> (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. 	<i>No changes</i>

		CURRENT			PROPOSED	Comments
5	(2)	Subject to Clause 5(3) and to the agreement of the remaining tenant(s), the Council shall thereupon grant a new tenancy to the remaining tenant(s).	4	(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).	<i>The word “shall” in the sentence is to be replaced with “may”. The word “shall” does not allow for discretion.</i>
	(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 Clauses 6, 8, 9 of the tenancy agreement.		(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.	<i>Changes in bold are to allow the Council to refuse a new tenancy where there has been a breach of any part rather than a limited part. In addition, where it would result in an under-occupation and in the case of gross under-occupation suitable alternative accommodation will be offered.</i>

Rent

6	(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.	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.	<i>The change in bold is self explanatory</i>
	(2)	The Council must ensure that the tenant’s rent records are accurate and up to date.		(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	<i>No change</i>

	(3)	The Council shall send the tenant a rent statement every 13 weeks.			Delete	<i>Proposed to be detailed in the Tenants' Handbook</i>

		CURRENT			PROPOSED	Comments
6	(4)	The tenant may request their rent records at other times which will be sent to the tenant within 7 days except where they relate to any period prior to 2 nd April 1990 when the timescale will be extended to 28 days.			delete	<i>The Council has a target of 10 days for correspondence as set out in customer charter.</i>

Variation of Rent and Other Charges

7	(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.	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.	<i>No change</i>
	(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.		(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.	<i>No change</i>

		CURRENT			PROPOSED	Comments
7	(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.	6	(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.	<i>The change in bold is to protect the council's interest in case someone decided to serve a Notice to Quit but fails to vacate.</i>
	(4)	The Council is legally required to follow the procedure set out in Clauses 7(1) to 7(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.		(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.	<i>No change</i>

USE OF DWELLING HOUSE AND COMMUNAL AREAS

Nuisance

8	(1)	The tenant shall act in a reasonable manner and must not do anything which causes nuisance, annoyance or offence to other tenants of their family, lodgers or visitors or damage to any property or possessions belonging to the Council or to its tenants, their families, lodgers or to the tenant's neighbours.	7	(1)	For the purposes of this clause and clauses 7 and 8 'the tenant' includes any persons residing or visiting the property	<i>The Nuisance Clause has been re-written completely in consultation with SASBU to comply with current legislation and best practise.</i>
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		CURRENT			PROPOSED	Comments
8	(2)	The tenant must act in a reasonable manner towards Council employees and must not threaten or assault staff carrying out their duties in relation to the tenancy. Equally the Council and its employees must act in a reasonable manner when dealing with tenants or their representatives.	7	(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.	<i>The Nuisance Clause has been re-written completely in consultation with SASBU to comply with current legislation and best practise.</i>
	(3)	Without prejudice to the generality of the above this Clause applies to acts of discrimination, intimidation or harassment on any of the following grounds; race, sex, sexual orientation, religious beliefs, age or disability.		(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 the tenant: (a) must not keep in the dwelling house any animal, bird or reptile which the Council considers dangerous, injurious to health or a nuisance;		(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.	

		CURRENT			PROPOSED	Comments
8	4	<p>(b) must not on or near the dwelling house or on the estate of which the dwelling house forms part carry out any motor vehicle repairs which in the opinion of the Council are or may become a nuisance or annoyance or cause offence to other people;</p> <p>(c) must confine noise, including the use of television, the playing of amplified music, musical instruments etc., to reasonable volume at all times</p> <p>(d) must not hold or permit to be held any excessively noisy party or pay party at the dwelling house not advertise or permit to be advertised such party.</p>	7	(5)	<p>Without prejudice to the generality of the above clauses the tenant also;</p> <p>(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.</p> <p>(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.</p> <p>(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</p> <p>(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</p>	<p><i>These clauses are about Anti Social Behaviour and have been re-written completely in conjunction with SASBU</i></p>

		CURRENT			PROPOSED	Comments
8	(5)	The tenant shall not cause or allow members of her/his family or visitors to cause serious or deliberate nuisance or annoyance to neighbours.	7	(6)	<p>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.</p> <p>(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.</p> <p>(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.</p>	
	(6)	Breach of this clause could lead to eviction proceeding in which case the tenant may not be eligible for rehousing				

		CURRENT			PROPOSED	Comments
			7	(6)	<p>(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.</p> <p>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</p>	

Domestic Violence

9		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.	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.	<i>No change</i>
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Parking of Vehicles

		CURRENT			PROPOSED	Comments									
10	(1)	<p>The tenant may only park or keep any vehicle in a garage or on a parking space she/he rents from the Council or on a parking area designated by the Council provided such a vehicle does not exceed any of the following dimensions</p> <table border="0"> <thead> <tr> <th>HEIGHT</th> <th>WIDTH</th> <th>LENGTH</th> </tr> </thead> <tbody> <tr> <td>6'6"</td> <td>6'0"</td> <td>16'0"</td> </tr> <tr> <td>(2 metres)</td> <td>(1.83 meters)</td> <td>(4.8 metres)</td> </tr> </tbody> </table>	HEIGHT	WIDTH	LENGTH	6'6"	6'0"	16'0"	(2 metres)	(1.83 meters)	(4.8 metres)	9	(1)	<p>No person may park or keep any vehicle anywhere on the estate other than:</p> <ul style="list-style-type: none"> 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. <p>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.</p>	<p><i>These Clauses have been re-written in conjunction with Parking Control Unit in the light of current legislation and best practice.</i></p>
HEIGHT	WIDTH	LENGTH													
6'6"	6'0"	16'0"													
(2 metres)	(1.83 meters)	(4.8 metres)													
	(2)	<p>Unless otherwise specified a road or pathway on the estate is not a designated parking area</p>		(2)	<p>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:</p> <ul style="list-style-type: none"> 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)	<p>The Council reserves the right to grant permission for the parking of vehicles which exceed the dimensions specified in Clause 10(1) hereof and which are used solely for social and domestic purposes</p>		(3)	<p>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.</p>										

		CURRENT			PROPOSED	Comments
10	(4)	The tenant shall not cause or allow members of her/his family or visitors to park in any area which is not a designated parking area	9	(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)	The Council reserves the right to wheelclamp or tow away any vehicle which is not parked in a designated parking area or which causes obstruction to other tenants or emergency vehicles and to recover costs so incurred.		(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.	

		CURRENT			PROPOSED	Comments
			9	(9)	<p>The Council may wheel-clamp or remove any vehicle which:</p> <ul style="list-style-type: none"> 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)	<p>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.</p>	

Use of Dwelling House

		CURRENT			PROPOSED	Comments
11	(1)	The tenant must occupy the dwelling house as his/her only or principal home.	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.	<i>The change in bold is recommended to assist with annual tenancy check and to minimise incidents of unauthorised occupation.</i>
	(2)	The tenant shall not be absent for a continuous period of more than 42 days without first notifying the Director of Housing or his/her representative in writing.		(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.	<i>It is being proposed that the period of absence be reduced from 42 Days to 28 Days as part of unauthorised occupation strategy</i>
	(3)	The tenant must not use or permit the dwelling house to be used other than as a private dwelling house		(3)	The tenant must not use or permit the dwelling house to be used other than as a private dwelling house	<i>No change</i>
	(4)	The tenant must not store in the premises any liquid petroleum (e.g. calor gas) containers or any other inflammable materials or gases except with the written consent of the Council. Such consent shall not be unreasonably withheld.		(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.	<i>It is being proposed that there should be a complete ban on storage of dangerous chemical. The present provision allows storage with permission of the Council</i>

Lodgers, Subletting and Assignment

		CURRENT			PROPOSED	Comments
12		The tenant may allow any persons to reside as LODGERS in the dwelling house whether or not payment is received from those lodgers; but the tenant must advise the Council in writing when lodgers are taken in.	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.	<i>Changes being proposed are to prevent overcrowding and to ban lodgers completely in sheltered units.</i>
13	(1)	The tenant must not SUBLET or part with possession of PART of the dwelling house without first obtaining the Council's written permission.		(2)	The tenant must not SUBLET or part with possession of PART of the dwelling house without first obtaining the Council's written permission.	<i>No change</i>
	(2)	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: <ul style="list-style-type: none"> (a) The Council must respond within 4 weeks of receipt of the request giving reasons if permission is refused. (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. 		(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: <ul style="list-style-type: none"> (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. 	

		CURRENT			PROPOSED	Comments
13	(2)	<p>(c) The Council must not unreasonably refuse permission or attach conditions to its permission.</p> <p>(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 30 of this agreement</p>	11	(3)	<p>(c) The Council must not unreasonably refuse permission or attach conditions to its permission</p> <p>(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</p>	<i>No change</i>
14	(1)	The tenant must not sublet or part with possession of the WHOLE of the dwelling house		(4)	The tenant must not sublet or part with possession of the WHOLE of the dwelling house	<i>No change</i>
	(2)	<p>Assignment is prohibited in all circumstances except where:</p> <p>(i) the assignment is in accordance with Section 92 (Mutual Exchanges) of the Housing Act 1985;</p> <p>(ii) the assignment is by order under the Matrimonial Causes Act 1973;</p> <p>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.</p>		(5)	<p>Assignment is prohibited in all circumstances except where:</p> <p>(iii) the assignment is in accordance with Section 92 (Mutual Exchanges) of the Housing Act 1985;</p> <p>(iv) the assignment is by order under the Matrimonial Causes Act 1973;</p> <p>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.</p>	<i>No change</i>

Death of Tenant (Succession)

		CURRENT			PROPOSED	Comments
15	(1)	<p>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.</p> <p>This means that a tenancy can be succeeded to twice</p>	12	(1)	<p>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.</p> <p>This means that a tenancy can be succeeded to twice</p>	<i>No change</i>
	(2)	<p>A person is qualified to succeed to the tenancy if:</p> <p>(a) he/she occupied the dwelling house as his/her only or principal home at the time of the tenant's death; and</p> <p>(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</p>		(2)	<p>A person is qualified to succeed to the tenancy if:</p> <p>(a) he/she occupied the dwelling house as his/her only or principal home at the time of the tenant's death; and</p> <p>(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.</p>	<i>No change</i>
	(3)	<p>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.</p>		(3)	<p>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.</p>	<i>No change</i>

		CURRENT			PROPOSED	Comments
15	(4)	In this section “spouse” includes a person living with the tenant as his/her husband or wife and the partner of a gay or lesbian relationship and “member of the tenant’s family” included parents, grandparents, children, grandchildren, brothers, sisters, uncles, aunts, nephews and nieces including step-relations and illegitimate relations.	12	(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	<i>The definition of “spouse” should be limited to its ordinary meaning.</i>
	(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.		(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	<i>The proposed change in bold is suggested to make it consistent with succession rule.</i>

MAINTENANCE AND REPAIR

Access

16	(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	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	<i>No change</i>
	(2)	The Council shall give the tenant the option of making an appointment 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		(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	<i>The change in bold is self-explanatory and is consistent with current practice.</i>

		CURRENT			PROPOSED	Comments
16	(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 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	13	(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. 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		(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	<i>The change in bold is suggested to make forced-entry possible for improvements and other statutory obligations of the Council as a landlord.</i>
	(5)	In the event of Council officers, agents or workers failing to keep an appointment to gain access to the dwelling house, the Council shall pay the tenant compensation of a minimum of £30.		(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.	<i>The existing provision makes it mandatory for the Council to pay compensation whereas the intention is to make it possible for a tenant to claim compensation where it can be proven.</i>

		CURRENT			PROPOSED	Comments
16	(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 £30 unless the tenant can show reasonable excuse for failing to provide access	13	(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	<i>Minimum compensation increased to £50</i>

Tenant's Duty of Care

17	(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.	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.	<i>No change</i>
	(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.		(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.	<i>The change in bold is self explanatory spelling out the consequences of the tenant's breach of duty of care</i>
	(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 17(1) above.		(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.	<i>No change</i>

Cleaning and Decorating

		CURRENT			PROPOSED	Comments
18	(1)	The tenant is responsible for the cleansing of the communal landing and passages serving the dwelling house where so advised	15	(1)	The tenant is responsible for the cleansing of the communal landing and passages serving the dwelling house where so advised.	<i>No change</i>
	(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.		(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.	<i>No change</i>
	(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.		(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.	<i>The change is bold is self explanatory</i>
	(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		(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	<i>No change</i>
	(5)	The Council shall provide a superintendent service where appropriate and as decided through normal channels of communication with tenants				<i>Delete. The service has been scrapped</i>

		CURRENT			PROPOSED	Comments
18	(6)	<p>(i) The Council shall decorate those parts of the dwelling house which are exposed to the elements as when necessary to protect the fabric.</p> <p>(ii) The Council will carry out external decorations to individual dwellings every five to seven years</p>	15	(5)	<p>(i) The Council shall decorate those parts of the dwelling house which are exposed to the elements as when necessary to protect the fabric</p> <p>(ii) The Council will carry out external decorations to individual dwellings every five to seven years</p>	<i>No change</i>
	(7)	The tenant will be responsible for the decoration of the interior of the dwelling house except at the discretion of the Council		(6)	The tenant will be responsible for the decoration of the interior of the dwelling house	<i>Delete “except at the discretion of the Council”</i>

Notification of Defects and Time for Repairs

19	(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 Neighbourhood Housing Office	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.	<i>The change in bold is self explanatory</i>
	(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		(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	<i>The change in bold which is self explanatory was suggested by Arbitration Unit and Repairs Improvement portfolio holder</i>

Council's Obligation for Repair of the Dwelling House

		CURRENT			PROPOSED	Comments
20	(1)	The Council shall keep in repair the structure and exterior of the dwelling house (including drains, gutters and external pipes).	17	(1)	The Council shall keep in repair the structure and exterior of the dwelling house (including drains, gutters and external pipes).	<i>No change</i>
	(2)	The Council shall keep in repair and proper working order 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: <ul style="list-style-type: none"> (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. 		(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: <ul style="list-style-type: none"> (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. 	

Council’s Obligation for Repair of the Common Parts, Maintenance of Facilities and Repair of the Estate

		CURRENT			PROPOSED	Comments
21		The Council shall keep in repair the structure and exterior (including drains, gutters and external pipes) of the common parts (including entrances, halls, staircases and roofs) in so far as they affect the tenant’s enjoyment of the dwelling house or common parts.	18	(1)	<p>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:</p> <ul style="list-style-type: none"> ● 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 <p>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</p>	<p><i>These clauses have been re-written in conjunction with Repairs Improvement Group to combine Clauses 21, 22 and 23</i></p>
22	While the Council provides to the dwelling house, lifts, communal T.V. aerials, entry-phones, fire fighting equipment, lighting of the common parts, or facilities for the collection of refuse, these shall be kept in repair and proper working order.					
23	The Council shall keep in repair the drains, estate lighting, lamp columns, service roads, play areas and Tenants Halls.					

Standard of Repair, Making Good and Inspections

		CURRENT			PROPOSED	Comments
24	(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	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	<i>No change</i>
	(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 with the joint consent of both the tenant and the Council shall award the tenant an allowance in lieu to cover the cost of materials and labour		(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 in lieu.	<i>The change in bold is considered self explanatory and consistent with current practise</i>
	(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 within a reasonable time.		(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.	<i>The change in bold is self-explanatory</i>
	(4)	The Council shall inspect common parts of an estate at least 6 monthly intervals to be in line with the Council's obligations for cleaning, repairs and decorating.				<i>Recommended for deletion on legal advice. The Council carry out estate inspections at more frequent interval; every 6 weeks</i>

Compensation for Failure by Council to Repair

	CURRENT		PROPOSED	Comments
25	<p>If the Council fails to carry out its obligations under Clause 20 to 24 of this Agreement, the tenant shall be entitled to compensation. The Amount of compensation shall be such as is fair and reasonable in all the circumstances and shall be not less than the total of:</p> <ul style="list-style-type: none"> (a) The amount of the reduction in rental value of the dwelling house caused by the failure of the Council to carry out its obligations; and (b) Any financial loss suffered by the tenant, her/ his family or visitors, as a result of the failure of the Council to carry out its obligations; and (c) Compensation for any damage to property of the tenant, her/his family or visitors, resulting from the failure of the Council to carry out its obligations; and (d) Compensation for any personal injury, inconvenience, anxiety, distress or discomfort suffered by the tenant, her/his family or visitors, as a result of the failure of the Council to carry out its obligations. 	20	<p>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.</p>	<p><i>On legal advice it is proposed that Clauses 25(b),(c),(d) should be deleted as they are considered superfluous.</i></p>

Remedy for Failure of Council to Repair

		CURRENT			PROPOSED	Comments
26	(1)	<p>If the Council fails to carry out its repairing obligations the tenant may, if the conditions below are satisfied, carry out the work or arrange for the work to be carried out, using the procedure as set below:</p> <p>CONDITIONS:</p> <p>The tenant cannot use this remedy unless:</p> <p>(a) the Council was actually notified of the need for repair, <u>and</u></p> <p>(b) after receiving notification, the Council has failed to carry out the repair within the time laid down in Appendix 2 to this Agreement, <u>and</u></p> <p>(c) the cost of the work does not exceed £300, <u>and</u></p> <p>(d) the defect in question is in the dwelling house.</p>			Delete and set out in the Tenants' Handbook	<p><i>As this right is established by an enactment of Parliament, it is not considered necessary to repeat it in a Tenancy Agreement.</i></p>

		CURRENT			PROPOSED	Comments
26	(1)	<p>PROCEDURE</p> <p>(a) once the Council has failed to carry out the repair within the time laid down in Appendix 2 to this Agreement, the tenant must inform the Council in writing of her/his intention to carry out the repair or arrange for the repair to be carried out.</p> <p>(b) If, after 7 days (or 24 hours in the case of disputes falling within priority 1 in Appendix 2 to this Agreement) from receipt by the Council of this written notification, none of the following things has happened:</p> <ul style="list-style-type: none"> (i) repair work completed by the Council, <u>or</u> (ii) the Council has notified the tenant in writing that the completion of work has been prevented by lack of access, <u>or</u> (iii) the Council has notified the tenant in writing that the cost of repair would exceed £300, <u>or</u> (iv) the Council has notified the tenant in writing that it is not responsible for the repair or that the repair is not necessary, 				

		CURRENT			PROPOSED	Comments
26	(1)	then the tenant may carry out the repair or arrange for the repair to be carried out by a building contractor. Upon checking that the work has been satisfactorily completed, the Council will reimburse the tenant up to the Landlord's costs (that is the costs that the Council would have incurred if it had carried out the works). The Council shall advise the tenant on request of the Landlord's costs.				
	(2)	The Council shall increase the figure of £300 in Clause 26(1) on 1 st April each year in line with the increase in Retail Price Index.				
	(3)	Clause 26(1) is intended to provide a remedy additional to, and not in substitution for, any other legal rights the tenant may have arising from the Council's failure to comply with its repairing obligations.				

Major Works

		CURRENT			PROPOSED	Comments
27	(1)	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 period of time within which the works are likely to take is to be agreed with the tenant, failing which the matter may be referred to Arbitration.	21	(1)	The Council has the right to carry out repairs, maintenance and improvements to its dwelling house	<i>These clauses have been re-written in conjunction with Repairs Improvement Group and the changes are in bold print</i>
	(2)	In such instances the Council may, according to the circumstances and after consultation with the tenant, require the tenant to: <ul style="list-style-type: none"> (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 		(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.	
	(2)	In such instances the Council may, according to the circumstances and after consultation with the tenant, require the tenant to: <ul style="list-style-type: none"> (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 		(3)	In such instances the Council may, according to the circumstances and after consultation with the tenant, require the tenant to: <ul style="list-style-type: none"> (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 	<i>No change</i>

		CURRENT			PROPOSED	COMMENT
	(3)	<p>Where the tenant is required to move for more than seven days while the works are being carried out, the tenant may choose:</p> <p>(a) to be transferred to suitable accommodation while the works are being carried out and to return to the dwelling house on contractual completion of works, or</p> <p>(b) to be transferred permanently to suitable accommodation as defined in Schedule 4 of the Housing Act 1985.</p>			<p><i>Proposed that clause 27(3),(4),(5), (6), (7),(8),(9), (10), (11), (12), (13) should be deleted.</i></p>	<p><i>It is proposed to delete these clauses from the Tenancy Agreement and for it to be a Southwark Housing Policy included in the Tenants Handbook.</i></p>
	(4)	<p>Where the tenant is required to remain in occupation of the dwelling house while major works are being carried out, she/he shall be entitled to compensation payable on completion of the work, calculated as follows:</p> <p>(a) a sum equivalent to a day's rent for each day between the day on which the work starts and the day on which the works are completed.</p> <p>(b) If the tenant or one person on the tenant's behalf is required by the Council to take time off work in order to be at the dwelling house, a sum equivalent to any wages or holiday pay lost by such a person. Such compensation shall be limited to the loss of wages of any one person at any one time</p> <p>(c) The cost of the tenant's electricity used by the Council's workers or contractors</p>				

		CURRENT			PROPOSED	COMMENT
27	(5)	Where the tenant has the option of being transferred to suitable accommodation but chooses to remain in occupation in the dwelling house while the works are being carried out and her/his occupation of the dwelling house is substantially disrupted or restricted she/he shall be entitled to compensation payable on completion of the work but limited to: (a) a proportion of a day's rent equivalent to the amount of accommodation which the tenant is unable to use, for each day between the day on which the work starts and on the day on which the works are completed. (b) The cost of the tenant's electricity used by the Council's workers or contractors.				
	(6)	Where the works of conversion under Clause 27(1) alter the physical character of the dwelling house so as to change the permitted occupancy, whereby it is no longer appropriate to the housing needs of the tenant, the tenant shall be entitled to be permanently transferred as in 27(3)(b) and to receive compensation as in 27(8).				
	(7)	Where the tenant chooses a temporary transfer as in 27(3)(a) above, she/he shall be entitled to a Disturbance Payment in accordance with S.38 Land Compensation Act 1973 for both the move to and the move back from the temporary accommodation				

		CURRENT			PROPOSED	COMMENT
27	(8)	Where the tenant chooses a permanent transfer s required to move from the dwelling house to a permanent suitable alternative accommodation as in Clause 27(4) above, s/he shall be entitled where applicable to a Home Loss Payment calculated in accordance with Section 30 Land Compensation Act 1973 and a Disturbance Payment calculated in accordance with Section 38 Land Compensation Act 1973.				
	(9)	Where major works to be carried out to the dwelling house are ones of improvement or conversion the Council shall give to the tenant sufficient notice to allow the tenant to comment on the proposals, such notice to be not less than two months written notice and to include such matters in Clause 27(2) to (8) as are appropriate.				
	(10)	Where major works which are ones of improvement or conversion are intended to be carried out to a number of dwelling houses as part of a planned programme of works, the Council shall in such circumstances not only give notice to the tenant but in addition shall give such similar notice to a recognised Tenants and Residents' Association in whose catchment's areas the dwelling houses are situated so that it may comment on the proposals.				

		CURRENT			PROPOSED	COMMENT
27	(11)	In considering works to be carried out as in 27((9) the Council shall have regard to any comments made by the tenant(s) and the Tenants' Association.				
	(12)	Where major works to be carried out to the dwelling house(s) are works of major repair only, the Council shall give to the tenant(s) and the Tenants' Association as much notice as possible of its intention to carry out such repairs and the scope of works to be carried out.				
	(13)	Where the tenant is required, or has chosen, to remain in occupation of the dwelling house while major works as in Clause 27(1) are carried out the Council shall: (a) give the tenant written notice, being not less than 21 days, of the works to be carried out and the date on which they are due to start except that, in the case of major repairs falling within Priority 1 of Appendix 2, the tenant shall be given as much notice as is appropriate according to the circumstances, and (b) give written notice, being not less than 7 days of the day on which access is required except that, in the case of major repairs falling in Priority 1 of Appendix 2, the tenant shall be given as much notice as is consistent with the nature of the repair.				

Improvement by Tenant

		CURRENT			PROPOSED	COMMENT
28	(1)	<p>In this Agreement “improvements” means any alterations in, or addition to, the dwelling house and includes:</p> <p>(a) any additions to, or alterations in, the Council’s fixtures and fittings;</p> <p>(b) any addition to or alteration connected with the provision of any services to the dwelling house;</p> <p>(c) the erection of any wireless or television aerial;</p> <p>(d) the carrying out of external decoration.</p>	21	(1)	<p>In this Agreement “improvements” means any alterations in, or addition to, the dwelling house and includes:</p> <p>(e) any additions to, or alterations in, the Council’s fixtures and fittings;</p> <p>(f) any addition to or alteration connected with the provision of any services to the dwelling house;</p> <p>(g) the erection of any wireless or television aerial;</p> <p>(h) the carrying out of external decoration.</p>	<i>No change</i>
	(2)	The tenant shall not make any improvement to the dwelling house without the written consent of the Council.		(2)	The tenant shall not make any improvement to the dwelling house without the written consent of the Council.	<i>No change</i>
	(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.		(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.	<i>No change</i>
	(4)	The Council shall not withhold consent to an improvement unreasonably not attach an unreasonable condition to a consent. If the Council withholds consent or attaches an unreasonable condition to a consent, consent shall be treated as given.		(4)	The Council may not withhold consent to an improvement unreasonably nor attach an unreasonable condition to a consent.	<i>The existing clause places an onerous duty on the Council</i>

		CURRENT			PROPOSED	COMMENT
28	(5)	If a question arises as to whether a consent was unreasonably withheld or a condition attached to a consent was unreasonable, it is for the Council to show that it was not.			<i>Delete</i>	<i>The tenant already has a right to refer any dispute to Arbitration Tribunal</i>
	(6)	In considering whether a consent was unreasonably withheld, regard shall be had to the extent to which an improvement would be likely: <ul style="list-style-type: none"> (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 	21	(5)	In considering whether a consent was unreasonably withheld, regard shall be had to the extent to which an improvement would be likely: <ul style="list-style-type: none"> (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 	<i>No change</i>
	(7)	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.		(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.	<i>No change</i>
	(8)	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.		(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.	<i>No change</i>

	CURRENT			PROPOSED	COMMENT
(9)	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.	21	(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.	<i>No change</i>
(10)	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 2 nd 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 28(3) as having consented to the improvement (c) the improvements have materially added to the sale or rental value of the dwelling house.		(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 2 nd 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.	<i>No change</i>
(11)	The amount of compensation, if paid under Clause 28(10) shall be the cost of the improvement less the amount of any grant paid in respect of the improvement		(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.	
(12)	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.			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.	<i>No change</i>

Information for Tenants

		CURRENT			PROPOSED	COMMENT
29	(1)	<p>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:</p> <ul style="list-style-type: none"> (a) 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; (b) Complaints from other tenants and neighbours (c) Relationship disputes where information is given by parties other than those concerned; (d) Information which could prejudice the interests of any child <p>Such information will be made available at reasonable times and copies will be provided on payment of a reasonable fee.</p>	22	(1)	<p>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:</p> <ul style="list-style-type: none"> (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 <p>Such information will be made available at reasonable times and copies will be provided on payment of a reasonable fee.</p>	<i>No change</i>

		CURRENT			PROPOSED	COMMENT
29	(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.	22	(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.	<i>No change</i>
	(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.		(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.	<i>No change</i>
	(4)	Where the tenant has applied for re-housing the Council must advise the tenant on request for their priority for re-housing		(4)	Where the tenant has applied for re-housing the Council must advise the tenant on request for their priority for re-housing	<i>No change</i>

		CURRENT			PROPOSED	COMMENT
	(5)	<p>The Council must publish a summary of its rules for:</p> <ul style="list-style-type: none"> (a) the determining of priority as between applicants in its allocation of housing accommodation; and (b) cases where secure tenants wish to move from or exchange their dwelling house to another dwelling house <p>and must maintain a set of those rules and the rules it has laid down for the procedure for allocation of its dwelling houses, which will be available at the Town Hall and Neighbourhood Housing Offices for inspection at all reasonable hours without charge to tenants and all members of the public. The Council shall provide copies of these sets of rules on request on payment of a reasonable fee.</p>			Delete	<p><i>Considered not necessary in Tenancy Agreement. The Council is obliged in law to maintain a housing register and publish information about how it allocates its homes.</i></p>

Arbitration

		CURRENT			PROPOSED	COMMENT
30	(1)	The Council shall maintain an Arbitration Tribunal and an Arbitration Panel for the resolution of certain disputes between the tenant and the Council. 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.	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.	<i>The proposed change in bold is suggested to make it possible for disputes between tenants to be considered by the Arbitration Tribunal.</i>
	(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 three Councillor Representative and three Tenant Representative (“the Independent Representative”). An Arbitration Tribunal shall consist of a Councillor Representative, a Tenant Representative and an Independent Representative drawn from the Arbitration Panel.		(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.	<i>The changes in bold is being proposed at the instance of the Arbitration Unit.</i>

		CURRENT			PROPOSED	
30	(3)	The Council shall appoint an Arbitration Officer	23	(3)	The Council shall appoint an Arbitration Officer	<i>No change</i>
	(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.		(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	<i>The change in bold is self explanatory</i>
	(5)	<p>The Following disputes may be referred to the Arbitration Tribunal:</p> <p>All disputes arising in six years prior to the date of application:</p> <p>(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</p> <p>(b) as to whether works are major works within the meaning of Clause 27 of this Agreement</p> <p>(c) as to the suitability of accommodation for the purposes of Clauses 27(2) and 27(3) of this Agreement</p> <p>(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</p>		(5)	<p>The Following disputes may be referred to the Arbitration Tribunal:</p> <p>All disputes in relation to the dwelling house arising in six years prior to the date of application:</p> <p>(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</p> <p>(b) as to whether works are major works within the meaning of Clause 21 of this Agreement</p> <p>(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</p>	<i>The change in bold is suggested to limit entitlement to current homes.</i>

		CURRENT			PROPOSED	
30	(5)	<p>(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”</p> <p>(f) as to information that may be referred to the Arbitration Tribunal under Clause 29(3) of this Agreement</p> <p>(g) as to whether the tenant had reasonable excuse for failing to provide access under Clause 16(4) and 16(6) of this Agreement</p> <p>(h) as to whether there has been a serious breach of Clauses 6, 8 or 9 of the tenancy agreement under Clause 5(3) of this Agreement</p>	23	(5)	<p>(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</p> <p>(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”</p> <p>(f) as to information that may be referred to the Arbitration Tribunal under Clause 22(3) of this Agreement</p> <p>(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)</p> <p>(h) as to whether there has been a serious breach of any clause under Clauses 4(3) of this Agreement</p>	

		CURRENT			PROPOSED	COMMENT
30	(6)	<p>Powers of Arbitration Tribunal</p> <p>(1) The Arbitration Tribunal shall have power:</p> <ul style="list-style-type: none"> 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 <p>(2) The Arbitration Tribunal shall have no power to make an order for repairs when a surveyor appointed by the Arbitration Tribunal estimates that the cost of the repairs would exceed £50,000. The Arbitration Tribunal shall have power to award repairs up to the cost of £50,000. Where it is found that the cost of the repairs would exceed £50,000 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.</p>	23	(6)	<p>Powers of Arbitration Tribunal</p> <p>(1) The Arbitration Tribunal shall have power:</p> <ul style="list-style-type: none"> 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 <p>(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.</p>	

		CURRENT			PROPOSED	COMMENT
30	(7)	<p>Repairs Disputes</p> <p>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 25 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</p>	23	(7)	<p>Repairs Disputes</p> <p>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</p>	
	(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 30(4) of this Agreement		(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	
	(9)	The jurisdiction conferred on the High Court by the Arbitration Acts 1950, 1979 and 1996 (or any statutory modifications or re-enactment of these Acts) shall be exercisable by the County Court unless the complaint included a claim to a sum of money in excess of the County Court limit for the time being for claims based on contract or tort.		(9)	Delete	<i>As this Clause is a statutory provision, there is no need to have it in Tenancy Agreement</i>

		CURRENT			PROPOSED	COMMENT
	(10)	<p>Procedure</p> <p>(a) A reference to the Arbitration Tribunal shall be made by complaint to the Arbitration Officer, and such complaint may be made by the tenant or the Council's Director of Housing</p> <p>(b) A complaint shall be in writing</p> <p>(c) Within 5 working days of the receipt of the complaint the Arbitration Officer shall send the other side a copy of the complaint</p> <p>(d) An Arbitration Panel shall consider a complaint within 30 working days of receiving it</p> <p>(e) The Arbitration Officer will give both the tenant and the Council's Director of Housing not less than seven working days written notice of the date, time and place of the meeting of the Arbitration Tribunal which will consider the complaint in question</p>			Delete	<p><i>It is felt that the rules of procedure for the Arbitration Tribunal are better set out in Tenants' Handbook which would allow for flexibility to amend the rules as and when necessary.</i></p>

		CURRENT			PROPOSED	<i>COMMENT</i>
		<p>(f) The tenant and the Council’s Director of Housing have the right to attend and/or be represented at any meeting of the Arbitration Tribunal, and the right to call witnesses and cross-examine witnesses produced by the other side. Where either side intends to be legally represented at the Tribunal it shall notify the other side of this at least 3 working days before the hearing</p> <p>(g) Decisions of the Tribunal shall be by majority vote and the Tribunal shall give written reasons for its decision within 30 working days</p> <p>(h) The Arbitration Officer shall have the power, at her/his discretion, to dispense with the time limits laid down in Clause 30(10) (c) to (g) above where the dispute can reasonably be regarded as an “emergency dispute”</p>				

Variation of Agreement

		CURRENT			PROPOSED	COMMENT
31	(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 7 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	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	<i>No change</i>
	(2)	The Council shall consider any comments made by or on behalf of the tenant in reply to the preliminary notice		(2)	The Council shall consider any comments made by or on behalf of the tenant in reply to the preliminary notice	<i>No change</i>
	(3)	The Council shall also consult on such proposed changes with the Tenants' Council and shall consider any comments made by it		(3)	The Council shall also consult on such proposed changes with the Tenants' Council and shall consider any comments made by it	<i>No change</i>
	(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		(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	<i>No change</i>
	(5)	Once it has been agreed in accordance with Clause 31(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 7(2) and 7(3) of this Agreement shall apply		(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	<i>No change</i>

DEFINITIONS

		CURRENT			PROPOSED	COMMENT
32	(1)	“The Tenant” means each and every signatory to this agreement. Joint tenants are liable individually and collectively to carry out the obligations of the “the tenant”.	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	<i>The proposed changes in bold is self-explanatory. This is to distinguish secure tenants from tolerated trespassers who are not entitled to rely on the provisions of the Tenancy Agreement.</i>
	(2)	“The Council” means the London Borough of Southwark		(2)	“The Council” means the London Borough of Southwark	<i>No change</i>
	(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		(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	<i>No change</i>
	(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		(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	<i>No change</i>
	(5)	The “Block” means the building in which the dwelling house is situated and is used for flats and maisonettes only			The “Block” means the building in which the dwelling house is situated and is used for flats and maisonettes only	<i>No change</i>
	(6)	The “Estate” means the estate in which the dwelling house is situated			The “Estate” means the estate in which the dwelling house is situated	<i>No change</i>

