

APPENDIX 1

Description of Proposed Changes to ‘Conditions of Tenancy’ for Preliminary Notification

Item	Description
Current clause	None.
Proposed clause	INTRODUCTION Whether or not a particular condition specifically says so, you are responsible for your behaviour and for that of persons living with you, residing in or visiting the property: accordingly, the obligations imposed on you by this agreement apply to you and persons living in or visiting the property.
Explanation and/or effect	For brevity we are proposing this new introductory clause to avoid repetition of similar responsibilities currently set out in existing clauses 10a, 11a, 12a, 13a, 14a, and 16a. This does not change your rights or responsibilities.
Current clause	1a Your right to occupy and to enjoy the quiet occupation of the property shall not be interfered with by us except as set out in conditions 2a “When we end the tenancy and give notice” and 18 “Access”.
Proposed clause	You shall have quiet enjoyment of the property without any interruption by the Council except as permitted under this agreement or otherwise under the law. ('Quiet enjoyment' - see Definitions.)
Explanation and/or effect	It is proposed the cross-reference to existing clauses 2a and 18 is removed, with the meaning from 2a included here instead for clarity. This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	1b The tenancy is a “secure tenancy” or an “introductory tenancy” so long as you occupy the property as your only or principal home. If there are joint tenants, the tenancy is a secure tenancy or an introductory tenancy so long as at least one of the tenants occupies the property as their only or principal home.
Proposed clause	Provided that you occupy the property as your only or principal home, you will be a secure or introductory tenant. If there are joint tenants the tenancy is a secure, or an introductory, tenancy so long as at least one of the tenants occupies the property as their only or principal home.
Explanation and/or effect	It is proposed the first part of this clause be reworded for clarity. This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	1c The question of whether a tenancy is secure or introductory is determined under the Housing Act 1985 and the Housing Act 1996.
Proposed clause	The question of whether a tenancy is secure or introductory is determined under the Housing Act 1985 and the Housing Act 1996.
Explanation and/or effect	There is no change proposed to this clause.
Current clause	1d In general, all new council tenancies will be introductory tenancies for a trial period of 12 months or 18 months if we decide to extend the trial period or if, during the trial period, we decide to seek possession by issuing court proceedings, in which case the tenancy will remain introductory until the court proceedings are finally determined.
Proposal	We propose that this clause, or its equivalent, be placed in the tenants' handbook.

Explanation and/or effect	There is no legal reason for information relating to introductory tenancies being included in your conditions of tenancy so we propose to explain the legal provisions relating to these tenancies in the tenants' handbook. This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	1e The introductory tenancy will automatically become a secure tenancy at the end of the trial period of 12 or 18 months provided court proceedings for possession have not been issued.
Proposal	We propose that this clause, or its equivalent, be placed in the tenants' handbook.
Explanation and/or effect	There is no legal reason for information relating to introductory tenancies being included in your conditions of tenancy so we propose to explain the legal provisions relating to these tenancies in the tenants' handbook. This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	2a We can only end the tenancy and obtain possession of the property in line with the law.
Proposed clause	We can only end the tenancy and take back the property in line with the law and we reserve the right to take appropriate action in respect of any breach of the tenancy. (There are details about this, including the current 'grounds for possession', in the tenants' handbook.)
Explanation and/or effect	We propose to include the words 'any breach of the tenancy' for clarity and to set out 'grounds for possession', which are prescribed by law, in the tenants' handbook. This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	2b Any notice served by us on you shall be taken as served if left at the property or sent to the property by ordinary pre-paid post.
Proposed clause	Any notice served by us on you shall be taken as served if left at the property or sent to the property by ordinary pre-paid post.
Explanation and/or effect	There is no change proposed to this clause.
Current clause	3a You may end the tenancy by giving us at least 4 weeks written notice to quit to end on a Monday. Written notice must be given to the Housing Office or designated customer contact point.
Proposed clause	You may end the tenancy by giving us at least 4 weeks' written notice to quit ending on a Monday. Written notice must be given to a designated office or customer contact point.
Explanation and/or effect	We propose to remove the words 'Housing Office' as these no longer exist following reorganisation within the Council. This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	3b At the end of the tenancy, you must make sure you and everyone living with you moves out and that we are given vacant possession. You must leave the property ready for occupation with all fixtures and fittings clean and tidy and in as good a state as they were at the beginning of the tenancy. Fair wear and tear and any damage resulting from our failure to carry out our obligations excepted.
Proposed clause	At the end of the tenancy you must make sure you and everyone living with you moves out and that we are given vacant possession. You must leave the property ready for occupation with all fixtures and fittings clean and tidy and in as good a state as they were at the beginning of the tenancy, as charges may apply. Fair wear and tear and any damage resulting from our failure to carry

	out our obligations are excepted. ('Fair wear and tear - see Definitions.)
Explanation and/or effect	We propose to include the words 'as charges may apply' for clarity. This makes it clear that the Council may charge a fee if you fail to leave the property and any fixtures and fittings in a similar condition to what they were at the beginning of the tenancy.
Current clause	4a Where the tenancy is a joint tenancy, a joint tenant may only end the tenancy by: 4a1 giving us 4 weeks written notice to quit to end on a Monday and 4a2 giving a copy of the said notice to the remaining joint tenant.
Proposed clause	A joint tenant may end the tenancy by giving us 4 weeks' written notice to quit in accordance with clause 3(a), above.
Explanation and/or effect	We propose merging these sub-clauses for clarity and also removing the requirement to serve a copy of the notice on the remaining joint tenant as this is not legally required. This change will not affect the rights or responsibilities of the tenant or the Council, except that the joint tenant ending the tenancy will no longer be required under the conditions of the tenancy to give a copy of the notice to the other joint tenant.
Current clause	4b Subject to condition 4c and the agreement of the remaining tenant(s), we shall grant them a new tenancy. 4c We shall not be obliged to grant the remaining tenant(s) a new tenancy where in our reasonable opinion there has been a serious breach of conditions 5, 10, 11, 12, 13, 14 or 15 of this Tenancy Agreement.
Proposal	We propose removing these clauses. This information will be available as described immediately below.
Explanation and/or effect	These clauses currently explain Council policy on housing in situations where there has been a permanent breakdown in the relationship between joint tenants and is provided for in Council policy, as well as your tenants' handbook, which will be updated accordingly.
Current clause	5a You must pay the rent and other charges that are due in advance on Monday in each week or by other arrangements we have agreed with you in writing.
Proposed clause	You must pay the rent and other charges on a Monday and weekly in advance or by other arrangements we have agreed with you in writing.
Explanation and/or effect	There is no change proposed to this clause, save rewording for clarity so that the clause reads more easily, with no change to the rights and responsibilities of you or the Council.
Current clause	5b We must make sure that your rent records are accurate and up to date and provided to you on a monthly basis.
Proposal	We propose removing this clause and explaining in the tenants' handbook that the Council will do its best to make sure your rent records are up to date; it being in the interests of both the Council and its tenants to do so.
Explanation and/or effect	We will also do our best to provide your rent records online or monthly in writing and this information will also be reflected in the tenants' handbook.
Current clause	None.
Proposed clause	If you fall into arrears of rent and/or other charges we may go to court and ask for a possession order which could ultimately lead to your eviction. We also reserve the right to take alternative legal action if we consider it appropriate.
Explanation and/or effect	We are proposing to add this clause for emphasis to reflect the importance of the rent and other charges' payment obligation. It does not change the rights and responsibilities of you or the Council.

Current clause	6a We may, without your agreement change the amount of rent or other charges for the property.
Proposed clause	We can change the amount of rent or other charges for the property without your agreement.
Explanation and/or effect	We propose rewording this clause for ease of understanding. This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	6b If we want to change the amount of rent and other charges we shall serve you with a notice of variation stating the new amounts and the date the change is to take effect which shall not be less than 4 weeks from service of the notice.
Proposed clause	If we change the rent or other charges we will serve you with a written notice of variation stating the new amounts and the date the change is to take effect, which shall not be less than 4 weeks from service of the notice.
Explanation and/or effect	We propose rewording this clause to make it easier to understand. This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	6c If before the date specified in the notice of variation, you give us notice to quit, the change will not take effect unless, with our written agreement, you withdraw your notice to quit before the date so specified.
Proposed clause	If before the date specified in the notice of variation, you give us notice to quit, the change will not take effect unless, with our written agreement, you withdraw your notice to quit before the date so specified.
Explanation and/or effect	There is no change proposed to this clause.
Current clause	6d You must leave the property and give vacant possession to us on the day your notice to quit ends. If you do not we shall be entitled to recover charges for your use and occupation equal to the varied rent and other charges from the date it takes effect until we obtain possession of the property.
Proposed clause	You must leave the property and give vacant possession to us on the day your notice to quit ends. If you do not we shall be entitled to recover charges for your use and occupation equal to the varied rent and other charges from the date it takes effect until we obtain possession of the property.
Explanation and/or effect	There is no change proposed to this clause.
Current clause	6e We undertake to consult the Tenant Council before seeking to change the amounts payable for rent and other charges.
Proposed clause	We undertake to consult with the Tenant council before seeking to change your rent and other charges, except for water charges which are set by the water provider.
Explanation and/or effect	We propose to add 'except for water charges, which are set by the water provider' as such charges are beyond our control.
Current clause	7a Where we want to make any change, other than to the rent or other charges as at condition 6, we shall first serve you with a preliminary notice of our intention to vary the terms of the Tenancy Agreement. The preliminary notice shall state the proposed change and its effect and shall invite you to comment on the proposed changes by a specified date.
Proposed clause	If we plan to make changes to the conditions of tenancy, other than to rent or other charges, we shall give you notice in writing and give you at least 28 days to comment. This is known as a 'preliminary notice'.
Explanation and/or effect	We propose to simplify this clause for clarity. This change will not affect the rights or responsibilities of the tenant or the Council.

Current clause	7b We shall consider any comments made by you or on your behalf in reply to the preliminary notice.
Proposed clause	We must consider any comments you have made in reply to the 'preliminary notice'.
Explanation and/or effect	We propose to simplify this clause for clarity. This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	7c We shall also consult on such proposed changes with the Tenants Council and shall consider any comments made by it.
Proposed clause	We shall also consult on such proposed changes with the Tenant council and shall consider any comments made.
Explanation and/or effect	We propose to remove 'by it' at the end of the clause as these words are not required. This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	7d After completing this process we may serve a notice of variation on you explaining the changes we will be making to the tenancy agreement and the date the changes will take effect.
Proposed clause	After completing this process we will give you at least 4 weeks' notice in writing of the changes to be made, and the date the changes will take effect. This is known as a 'notice of variation'.
Explanation and/or effect	We propose to amend this clause slightly for clarity. This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	8a If you are a secure tenant you may allow people to live with you as lodgers in the property 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. You must obtain our written agreement, which will not be unreasonably withheld.
Proposed clause	Secure tenants may take in lodgers, paying or non-paying, provided it does not cause overcrowding in contravention of the law. If you do take in lodgers you must inform us within a reasonable time. (There are details about this in the tenants' handbook.) ('Overcrowding' and 'Lodger'- see Definitions.)
Explanation and/or effect	We propose to alter the wording of this clause for clarity and to reflect the legal position. This change will not affect the rights or responsibilities of the tenant or the Council, except that we propose that you must inform us that you intend/have taken in a lodger within a reasonable time to enable us to manage our property effectively.
Current clause	8b Where the property is part of supported accommodation (e.g. a sheltered unit) you shall not allow any person to live as lodger under any circumstances.
Proposed clause	We propose to remove this clause because it has no legal force.
Explanation and/or effect	We propose to remove this clause because it has no legal force.
Current clause	8c You must not sublet or part with possession of the WHOLE of the property
Proposed clause	You must not sublet or part with possession of the WHOLE of the property.
Explanation and/or effect	There is no change proposed to this clause.
Current clause	8d If you are a secure tenant you may SUBLET or part with possession of PART of the property but must first obtain our written agreement not to be unreasonably withheld.

Proposed clause	If you are a secure tenant you may SUBLET or part with possession of PART of the property but must first obtain our written agreement, which is not to be unreasonably withheld.
Explanation and/or effect	We propose a slight amendment to the wording of this clause by adding 'which is' so that it reads better. This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	8e You may assign your tenancy (pass it on to someone else) but only in certain circumstances in line with the law. There are different provisions for secure and introductory tenants. Further details can be found in the Tenant's Handbook.
Proposed clause	You may assign (hand over) your tenancy in line with the relevant law. (There are details about this in the tenants' handbook.)
Explanation and/or effect	We propose simplifying this clause. This change will not affect the rights or responsibilities of the tenant or the Council. Further details will be set out in the tenants' handbook.
Current clause	9a On the death of a secure or an introductory tenant the law states that the tenancy may be passed on to another person, so long as that person qualifies in line with the law. This statutory succession can only happen once. The council may allow a discretionary allocation of a new tenancy in certain special circumstances.
Proposed clause	On the death of a tenant the tenancy will only be passed on to another person in line with the relevant law. (There are details about this in the tenants' handbook.)
Explanation and/or effect	We propose simplifying this clause and putting detailed information about succession rights in the tenants' handbook. The current clause 9a also refers to discretionary allocation of a new tenancy in certain special circumstances. We propose removing reference to our discretion in the conditions of tenancy as it is proposed to include this in our lettings policy. We also propose updating the tenants' handbook to provide information relating to this.
Current clause	9b 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 is qualified to succeed and was occupying the property as their main or principal home at the time of the tenant's death. 9c The law states that a person is qualified to succeed to a secure or introductory tenancy if they occupied the property as their only or principal home at the time of the tenant's death and 9c1 is the tenant's spouse or civil partner, or 9c2 another member of the tenant's family, including a person living with the tenant as husband and wife or civil partners, and lived with the tenant throughout the period of 12 months ending with the tenant's death unless, in either case the tenant was a successor. Where more than one person qualifies to succeed to the tenancy then the tenant's spouse or civil partner is to be preferred over another member of the family or where there are two more other members of the tenant's family, failing agreement between themselves, the Council will determine which of them is to succeed.
Proposal	It is proposed to remove the detailed rules about succession and set them out in the tenant's handbook.
Explanation and/or effect	The legal rules relating to succession rights to tenancies changed from 1 April 2012. As from that date the law changes the rules for the passing of a secure

	tenancy on death. What rules apply depend on when the tenancy agreement was entered into. It is not necessary to set out succession rules in the conditions as they apply automatically under the law. In summary, with respect to secure tenancies entered into since 1 April 2012, succession rights are now limited to a tenant's co-resident spouse/partner/civil partner and the previous provisions for succession by various family members have been removed. With respect to secure tenancies entered into before 1 April 2012, the succession rules are unchanged; if there is no qualifying spouse, civil partner or partner, a qualifying family member who has lived with the deceased tenant for at least 12 months prior to the death may succeed. The one succession rule continues to apply for secure tenancies entered into before and after 1 April 2012. We will set the rules out fully in the revised tenants' handbook.
Current clause	10a The conditions of this section apply to you and persons living in and or visiting the property. You are responsible for your behaviour and for that of persons living with you or visiting the property.
Proposal	We propose to avoid duplication by removing this clause along with clauses 11a, 12a, 13a, 14a, and 16a, and introducing a new clause at the beginning of the document to cover those clauses, which are similar.
Explanation and/or effect	This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	(Existing at 12f) You must not feed any pigeons on the estate or in the locality of the property.
Proposed clause	You must not feed any pigeons on the estate or in the locality of the property. ('Estate' – see Definitions.)
Explanation and/or effect	We propose to include this clause here under 'Nuisance' rather than have it under 'Pets and other animals' at 12f. This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	10b You shall act in a reasonable manner and must not do anything which in our reasonable opinion causes nuisance, annoyance, offence, distress or alarm to other residents or visitors or damage any property or possession belonging to us or our residents and their visitors.
Proposed clause	You and persons residing in or visiting the property must act in a reasonable manner and must not do anything which causes nuisance, annoyance, distress, or alarm to other persons residing, visiting or otherwise engaging in a lawful activity in the locality, or cause damage to their property or possessions.
Explanation and/or effect	We propose to amend this clause to add, and emphasise, that it also applies to persons 'visiting the property'.
Current clause	10c You and anyone acting on your behalf must act in a reasonable manner towards our employees 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 us, whether in working hours or outside working hours and whether or not at or in the locality of the property.
Proposed clause	You and persons residing in or visiting the property must act in a reasonable manner and must not threaten, abuse, assault or otherwise interfere with or obstruct our officers, agents or contractors in the lawful execution of their duties in relation to the tenancy or otherwise as a consequence of their employment with us, whether in working hours or outside working hours and whether or not at, or in the locality of, the property. You and persons residing in or visiting the property must not do anything to cause damage to our property whether or not at, or in the locality of, the property.

Explanation and/or effect	We propose amending wording for clarity and to add and emphasise that it also applies to persons 'visiting the property', and that it includes any damage to the property or in the locality.
Current clause	10d You must not discriminate, intimidate, harass or abuse anyone because of their ethnic background, sex, sexuality, religious beliefs, age or disability.
Proposed clause	You must not discriminate, intimidate, harass or abuse anyone because of their age; race; sex; disability; religion and belief; marriage and civil partnership; pregnancy and maternity; sexual orientation, or gender reassignment.
Explanation and/or effect	We propose to amend this clause to include the protected characteristics as laid down in the Equality Act 2010 and to encourage dignity and respect for all people.
Current clause	10e You must not carry out motor vehicle repairs in or near the locality of the property or garage which in our reasonable opinion is or may become a nuisance or annoyance or cause offence to other people.
Proposed clause	You must not carry out motor vehicle repairs in or near the property or garage which cause nuisance, annoyance or offence to anyone.
Explanation and/or effect	We propose to amend this clause slightly for clarity. This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	10f You must keep noise, including the use of television, playing of amplified music, musical instruments, or otherwise howsoever caused, to a reasonable level within the property, and from motor vehicles.
Proposed clause	You must keep noise, however caused, at a level which does not disturb other people.
Explanation and/or effect	We propose to simplify this clause for clarity. This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	10g You must not hold or permit to be held any excessively noisy party or pay party at the property nor advertise or permit to be advertised such a party.
Proposed clause	You must not cause or allow a 'pay party' to be held at the property. ('Pay party' – see Definitions).
Explanation and/or effect	We propose to amend this clause because a prohibition on excessive noise is already covered in the proposed preceding clause above. We do not propose to change the prohibition on 'pay parties', which are not permitted.
Current clause	None.
Proposed clause	You must not cause, allow or do anything that would result in any party at the property being advertised, promoted or otherwise communicated to persons who are not family or friends of, known to and identified by, you, whether through the press, social media or by any other means.
Explanation and/or effect	This new clause we are proposing that incorporates elements of existing clause 10g. We propose rewriting the current provision as it relates to advertising, so that it is clearer and encompasses modern media usage in everyday life as currently experienced.
Current clause	11a The conditions of this section apply to you and persons living in and or visiting the property. You are responsible for your behaviour and for that of persons living with you or visiting the property.
Proposal	See below.
Explanation and/or effect	We propose to avoid duplication by removing this clause, along with clauses 10a, 12a, 13a, 14a, and 16a, and introducing a new clause at the beginning of the document to cover those clauses, which are similar. This change will not affect the rights or responsibilities of the tenant or the Council.

Current clause	11b You must not use the communal areas of the block or estate for anything other than access, rest and quiet recreation (unless otherwise designated).
Proposed clause	You must not use the communal areas of the block or estate for anything other than access, rest and quiet recreation (unless otherwise designated).
Explanation and/or effect	There is no change proposed to this clause.
Current clause	11c If there is a door entry system and / or CCTV, you must not break the shared security by allowing strangers access into the block.
Proposed clause	If there is a door entry system, CCTV and/or other means of ensuring block security, you must not break the shared security by allowing strangers access to the block. ('Block' - see Definitions.)
Explanation and/or effect	We propose to change the wording of this clause slightly for clarity. This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	11d You must not enter any restricted areas including, but not limited to, lift rooms, water tank rooms, roofs and roof spaces.
Proposed clause	You must not enter any restricted areas including, but not limited to, lift rooms, water tank rooms, roofs and roof spaces.
Explanation and/or effect	There is no change proposed to this clause.
Current clause	12a The conditions of this section apply to you and persons living in and or visiting the property. You are responsible for your behaviour and for that of persons living with you or visiting the property.
Proposal	We propose to avoid duplication by removing this clause, along with clauses 10a, 11a, 13a, 14a, and 16a, and introducing a new clause at the beginning of the document to cover those clauses, which are similar.
Explanation and/or effect	This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	12b You must not keep in the property or within the boundary of the estate any animal, bird or reptile which in our reasonable opinion is dangerous, injurious to health or a nuisance.
Proposed clause	You must not keep or allow in the property or within its boundary any animal which we determine to be dangerous, injurious to health, a nuisance or otherwise unsuitable. ('Animal' and 'Unsuitable' - see Definitions.)
Explanation and/or effect	We propose to replace 'animal, bird or reptile' with 'animal' and express this clause to show that it is our decision, as the responsible public body, which will determine whether or not an animal is suitable. We propose explaining what we mean by 'animal' and 'unsuitable animal' in the definitions section of the conditions.
Current clause	12c You must not keep a dog in the property without first obtaining our written agreement, which will not be unreasonably withheld. If given, it will be on the condition that the dog is micro chipped and relevant owner details recorded and kept up to date.
Proposal	We propose to remove the requirement for our written permission to be given as this is impractical and unrealistic, across tens of thousands of properties, and that micro-chipping should be in line with any proposed new law (see 12e).
Explanation and/or effect	We propose that there will no longer be a requirement for our written permission to be sought and given to keep a pet; rather, we will actively manage any pets which cause nuisance.
Current clause	12d You must not cause or allow your dog or any other pet to cause a

	nuisance or annoyance by excessive barking, other noise or aggressive behaviour.
Proposed clause	You are responsible for the behaviour of your animal and any animal you have allowed in the property or within its boundary at all times and you must not cause or allow the animal to cause nuisance or annoyance by excessive barking, or other noise, or aggressive or other behaviour.
Explanation and/or effect	We propose that the original clause is included in the text above, as part of the new clause, amended for clarity.
Current clause	12e You are responsible for the behaviour of your dog or pet at all times and must make sure that any dog or pet faeces are properly disposed of.
Proposed clause	You must make sure your animal's faeces are properly disposed of and that any animal kept by you is micro-chipped where the law indicates this is required.
Explanation and/or effect	We propose that this clause, as included above, applies to all animals you are responsible for.
Current clause	12f You must not feed any pigeons on the estate or in the locality of the property.
Proposal	We propose that, as above, this clause is simply moved to 10a - see above.
Explanation and/or effect	This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	13a The conditions of this section apply to you and persons living in and or visiting the property. You are responsible for your behaviour and for that of persons living with you or visiting the property.
Proposal	We propose to avoid duplication by removing this clause, along with clauses 10a, 11a, 12a, 14a and 16a, and introducing a new clause at the beginning of the document to cover those clauses, which are similar. This change will not affect the rights or responsibilities of the tenant or the Council.
Explanation and/or effect	This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	13b You must not cause or allow fire exits, or routes, from the property or in any communal area to be blocked or otherwise act so as to create a health and safety danger.
Proposed clause	You must not cause or allow fire exits, or routes, from the property or in any communal area, to be blocked or obstructed, or otherwise to act so as to create a health and safety risk.
Explanation and/or effect	There is no change proposed to this clause, save changing 'danger' to 'risk', in line with the management of health and safety risks, with no effect on your rights.
Current clause	13c You must make sure that any fire check doors internal to the dwelling are in working order and report any faults to us.
Proposed clause	You must make sure that any fire check doors internal to the dwelling fit securely and are in working order and report any faults to us.
Explanation and/or effect	We propose to include 'fit securely' in line with the design of fire doors generally, with no effect on your rights.
Current clause	None.
Proposed clause	You must not fit any security grilles, metal bars or covers to any doors or windows without our permission.
Explanation	We propose to include this explicit prohibition in line with our duties to protect

and/or effect	the health and safety of all tenants, residents and visitors.
Current clause	None.
Proposed clause	You must not use barbecues on balconies or in any other part of the property or premises which is unsuitable for their use.
Explanation and/or effect	We propose to include this explicit prohibition in line with our duties to protect the health and safety of all tenants, residents and visitors.
Current clause	13d We will undertake our statutory and contractual responsibilities to make sure the health and safety of our tenants is not put at risk.
Proposed clause	We will undertake our statutory and contractual responsibilities, including Fire Risk Assessments, to make sure the health and safety of our tenants is not put at risk.
Explanation and/or effect	We propose to include 'including Fire Risk Assessments' in line with previous recommendations.
Current clause	14a The conditions of this section apply to you and persons living in and or visiting the property. You are responsible for your behaviour and for that of persons living with you or visiting the property.
Proposal	We propose to avoid duplication by removing this clause, along with clauses 10a, 11a, 12a, 13a, and 16a, and introducing a new clause at the beginning of the document to cover those clauses, which are similar.
Explanation and/or effect	This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	14b You must make sure that you do not cause any obstruction to communal landings, staircases or corridors at any time and only dispose of rubbish in a refuse chute or bin. Any other rubbish must be placed in any other designated area on the agreed day of collection.
Proposed clause	It is your responsibility to make sure that rubbish and unwanted items are properly disposed of and any rubbish or recycling must be placed in the designated area on the agreed day of collection in line with our instructions.
Explanation and/or effect	We propose to include 'or recycling' and to amend the clause for clarity.
Current clause	14c It is your responsibility to make sure that rubbish and unwanted belongings are properly disposed of.
Proposal	It is proposed to incorporate this clause into the previous clause (immediately above).
Explanation and/or effect	This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	14d You must keep all garden space, balconies and yards of the dwelling tidy and free from rubbish.
Proposed clause	You must keep all garden space, balconies, window boxes and yards of the dwelling neat and tidy and free from rubbish, vermin and other nuisances.
Explanation and/or effect	We propose to include 'window boxes' due to these being an inherent design feature of certain prevalent property types in the borough, and to add 'vermin and other nuisances' for completeness.
Current clause	15a You must not use or threaten to use violence against any other person lawfully allowed to live in the property so that they may be or are prevented from continuing to live peaceably in the property.
Proposed clause	You must not behave in a controlling, coercive, threatening or abusive way to, or use or threaten to use violence against, any other person allowed to live in the property that may or does prevent them continuing to live peaceably in the

	property. ('Controlling and coercive behaviour' - see Definitions.)
Explanation and/or effect	We propose updating this clause to include an extended definition of domestic violence. The definition has been expanded to include controlling and coercive behaviour. We propose setting out the meaning of these terms in the definitions section, based on the new cross-government definition.
Current clause	16a The conditions of this section apply to you and persons living in and or visiting the property. You are responsible for your behaviour and for that of persons living with you or visiting the property.
Proposal	We propose to avoid duplication by removing this clause, along with clauses 10a, 11a, 12a, 14a, and 15a and introducing a new clause at the beginning of the document to cover those clauses, which are similar.
Explanation and/or effect	This change will not affect the rights or responsibilities of the tenant or the Council.
Current clause	16b You must not park or keep any vehicle anywhere on the estate other than: 16b1 in a garage or parking space you rent from us, 16b2 in a designated parking area, or 16b3 in line with any parking permit scheme in place on the estate.
Proposed clause	You may only park a vehicle in a designated area and this must be in line with any parking scheme in place and the Council has the right to take action, including moving vehicles and issuing penalties and charges in accordance with these schemes. ('Vehicle' – see Definitions.)
Explanation and/or effect	We propose inserting this new clause explaining that you may only park in designated areas in line with any parking scheme in place. (There is more on this in the tenants' handbook.)
Current clause	16c Where a parking permit scheme is in place, you have a duty to make sure that people living with you or visitors who enter the estate are made aware of the estate's parking enforcement schemes. 16d Any vehicle parked on the estate must meet conditions 16b and 16c and must: 16d1 clearly display a current vehicle excise license (tax disc) at all times, 16d2 have a valid MOT certificate and be road worthy, 16d3 not exceed any one of the following dimensions, unless the vehicle is solely used for social or domestic purposes and you and or the owner have obtained our written permission, Height 6'6". (2 metres), Width 6'0" (1.83 metres) Length 16'0" (4.8 metres) Weight 7.5 tonnes 16d4 not be left outside a garage if it obstructs access for garage users, 16d5 not be crash-damaged or have other kind of damage – unless you have got written agreement from us, 16d6 not cause obstruction to other residents, or to emergency vehicles, and 16d7 not be a health and safety risk to residents or visitors to the estate. Parking of vehicles 16e We, our contractors or agents may wheel-clamp or remove any vehicle which breaks conditions 16b and 16d. We may recover any costs incurred and, if the vehicle is not claimed by the owner within a reasonable period, dispose of the vehicle. 16f Where you rent a garage from us you must keep to the terms of your garage agreement.

	16g We will consider any application from a disabled tenant to designate a parking space specifically and exclusively for disabled parking.
Proposed clause	16b to 16g , inclusive - we propose removing this information from the conditions of tenancy as details of the Council's parking schemes are set out on our website and we propose making reference to these in the tenants' handbook.
Explanation and/or effect	Wheel-clamping and the disposal of vehicles by us are now prohibited in law and the clause has been updated in accordance with the law. Other details will be explained in the tenants' handbook with no further effect on your rights or responsibilities or those of the Council.
Current clause	17a You must occupy the property as your principal home. You must satisfy us on an annual basis that you are occupying the property as your principal home. You will be required to provide evidence of your occupation in a form prescribed by us. You shall be required to have a photograph on your Tenancy Agreement.
Proposed clause	You will permit us, as your landlord, to carry out an annual tenancy check.
Explanation and/or effect	We propose to break down this clause into three parts, of which this is the first, for clarity and include reference to an annual tenancy check in this part and set out our requirements for you satisfying us that you occupy the property as your only or principal home. (There are many people on our housing list and the Council is committed to ensuring that Southwark Council homes are available to those most in need.)
Current clause	17a You must occupy the property as your principal home. You must satisfy us on an annual basis that you are occupying the property as your principal home. You will be required to provide evidence of your occupation in a form prescribed by us. You shall be required to have a photograph on your Tenancy Agreement.
Proposed clause	You must satisfy us on an annual basis that you are occupying the property as your only or principal home.
Explanation and/or effect	We propose to break down this clause into three parts, of which is the second, for clarity and include reference to satisfying us as to your occupation in this part and set out our requirements for you satisfying us that you occupy the property as your only or principal home.
Current clause	17a You must occupy the property as your principal home. You must satisfy us on an annual basis that you are occupying the property as your principal home. You will be required to provide evidence of your occupation in a form prescribed by us. You shall be required to have a photograph on your Tenancy Agreement.
Proposed clause	You must provide during the annual tenancy check, or within 7 days of our written request, material required by us for the purpose of verifying that you are occupying the property and that it is your only or principal home.
Explanation and/or effect	We propose to break down this clause into three parts, of which this is the third, for clarity and include reference to material required in this part and for you to satisfy us that you are occupying the property as your only or principal home.
Current clause	17b You shall not be absent from the property for a continuous period of more than 42 days without first telling us in writing.
Proposed clause	You must not be absent from the property for a continuous period of more than 42 days without first telling us in writing. Written notice must be given to a

	designated office or customer contact point.
Explanation and/or effect	There is no change proposed to this clause, except for now including where we require the written notice to be given and changing 'shall' to 'must' for clarity.
Current clause	17c You must not use or allow the property to be used other than as a private property.
Proposed clause	You must not use or allow the property to be used other than as your own private dwelling.
Explanation and/or effect	We propose to replace 'private property' with 'your own private dwelling' as it has a more precise meaning.
Current clause	17d You must not cause or allow the storage or use of in the property including the communal areas, private balcony, store or a garage which is an integral part of the property 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.
Proposed clause	You must not cause or allow the storage or use in the property including the communal areas, private balcony, store or a garage which is an integral part of the property 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.
Explanation and/or effect	There is no change proposed to this clause.
Current clause	18a We, our contractors or agents will give you 24 hours notice that entry is required to the property unless, in our opinion, immediate entry is necessary because of an emergency. In emergencies our contractors and/or agents, in the presence of our officers or management agent, may enter the property without notice.
Proposed clause	You must allow access to the property to allow our officers, contractors or agents to carry out any inspection, safety check, treatment, repairs, major works or improvements that we are required, or entitled, to carry out to the property (including fixtures and fittings), or to the building or estate in which the property is situated, or any other adjoining land in the Council's control.
Explanation and/or effect	We propose splitting this clause into three separate parts, of which this is the first, to enhance clarity. This first new proposed clause sets out clearly the circumstances in which you must allow us access to the property, with no effect on the rights or responsibilities of the tenant or the Council.
Current clause	18a We, our contractors or agents will give you 24 hours notice that entry is required to the property unless, in our opinion, immediate entry is necessary because of an emergency. In emergencies our contractors and/or agents, in the presence of our officers or management agent, may enter the property without notice.
Proposed clause	We will give you 24 hours' notice that entry is required to the property unless immediate entry is necessary in an emergency. If you repeatedly fail to provide access, whether by refusing or otherwise, we may ask the courts for an order that allows us, our contractors or agents, to force entry to the property.
Explanation and/or effect	We propose splitting this clause into three separate parts, of which this is the second, to enhance clarity. This new proposed clause sets out clearly the timescale of notice we will give you in an emergency to request that you allow us access to the property and sets out what we will do if access is refused, with no effect on the rights or responsibilities of the tenant or the Council.
Current clause	18a We, our contractors or agents will give you 24 hours notice that entry is

	required to the property unless, in our opinion, immediate entry is necessary because of an emergency. In emergencies our contractors and/or agents, in the presence of our officers or management agent, may enter the property without notice.
Proposed clause	If immediate entry is necessary we may need to enter the property without notice or consent. We will not do this unless there is an emergency and we need to take urgent action relating to the property, proportionate to the circumstances.
Explanation and/or effect	We propose splitting this clause into three separate parts, of which this is the third, to enhance clarity. This new proposed clause states that we are entitled to gain entry without notice in an emergency, with no effect on the rights or responsibilities of the tenant or the Council.
Current clause	18b You must allow access to the property to allow our officers, contractors or agents to carry out any inspection, safety check, treatment, repairs, major works or improvements that we are required or entitled to carry out to the property (including fixtures and fittings), or to the building or estate in which the property is situated, or any other adjoining land in the council's control
Proposal	We propose that this will now be effectively included and covered by the changes to 18a above.
Explanation and/or effect	There is no effect on the rights or responsibilities of the tenant or the Council.
Current clause	18c If you repeatedly refuse access, we may ask the courts for an order that allows us, our contractors or agents to force entry to the property.
Proposal	We propose that this will now be effectively included and covered above.
Explanation and/or effect	There is no effect on the rights or responsibilities of the tenant or the Council.
Current clause	18d We shall be entitled to recover any costs associated with carrying out a forced entry, including making the property secure afterwards, from you, unless you can show reasonable excuse for failing to provide access.
Proposed clause	Where forced entry is necessary you will be liable for the costs, including making the property secure, unless you had good reason to fail to provide access.
Explanation and/or effect	We propose to reword this clause for clarity with no effect on the rights or responsibilities of the tenant or the Council.
Current clause	19a You must take care of the property including our fixtures and fittings, and make sure that visitors and other people using or living in the property do the same.
Proposed clause	You must use the property (including its fixtures and fittings) carefully, and take reasonable care of it.
Explanation and/or effect	We propose to reword this clause for clarity with no effect on the rights or responsibilities of the tenant or the Council.
Current clause	19b You are responsible for the upkeep of the garden and window boxes (if any) of the property.
Proposed clause	You are responsible for decorating the interior of the property.
Explanation and/or effect	We propose removing this original clause as we propose including the requirement relating to gardens and window boxes in the clause above, under changes proposed to 14d. Instead, we propose to insert here a clause that you are responsible for the decoration of the interior of the property; this is not a new clause as it is in the current conditions at 20a2.

Current clause	19c You will be required to repay us the cost of any repair or replacement to the property, block or estate resulting from negligence or failure to comply with condition 19a.
Proposed clause	You will be required to repay us the cost of any repair or replacement to the property, block or estate resulting from your negligence or failure to comply with condition 14a or 19a.
Explanation and/or effect	We propose to add the word 'your' before negligence to make explicit our intent. (The 14a referred to here is the proposed new 14a not the current 14a.)
Current clause	20a You are responsible for: 20a1 the cleaning of the communal landing and passages serving the property where so required, and ...
Proposal.	We propose removing this clause.
Explanation and/or effect	We propose removing this clause because the Council considers its' actual responsibility for taking reasonable steps to keep the estate and common parts clean and tidy is already sufficient. However, the tenant retains responsibility in relation to rubbish, nuisances and health and safety risks, in accordance with other proposed clauses, in particular clauses 10, 13, and 14. ('Common parts' – see Definitions.)
Current clause	20a2 the decoration of the interior of the property.
Proposal	We propose moving this to the preceding clause above.
Explanation and/or effect	There is no effect on your rights or responsibilities of the tenant or the Council.
Current clause	20b We shall take reasonable steps to keep the estate and common parts clean and tidy.
Proposed clause	We shall take reasonable steps to keep the estate and common parts clean and tidy.
Explanation and/or effect	There is no change proposed to this clause.
Current clause	21a You should tell us of any problems with the state of repair of the property and common parts as soon as it is possible. You should tell the designated customer contact point.
Proposal	We propose to include this clause in the text below (proposals for 24a).
Explanation and/or effect	There is no effect on the rights or responsibilities of the tenant or the Council.
Current clause	21b We shall carry out our repairing responsibilities within a reasonable time from the time when we know or ought to know of the need for repairs. A 'reasonable time' is such time as is reasonable in all circumstances, not exceeding the times laid down in our service standards, unless we can establish that a major works project to include the identified repairs is due to start within a reasonable period and that any delay will not have an impact on Health and Safety and legal obligations or your Right to Repair.
Proposed clause	We will normally carry out our repairs within the timescales laid down in our service standards in your tenants' handbook. This may not be the case if a major works' project, which includes the identified repairs, is due to start within a reasonable period, and any delay will not have an adverse impact on your Right to Repair, our legal obligations, or any Health and Safety issue.
Explanation and/or effect	We propose to simplify this clause and make clear our responsibilities in the tenants' handbook with regard to repairing timescales.
Current clause	22a We shall keep in repair the structure and exterior of the property and

	common parts and communal facilities to block and estate including: drains, gutters and external pipes, service roads, designated play areas, entrances, entrance halls, staircases, roofs and fire fighting equipment, and, so far as they affect your enjoyment of the property or common parts and subject to reasonable expenditure and consultation with residents, lifts, communal TV aerials, entry phones, communal lighting, refuse collection facilities, communal heating and ventilation services.
Proposed clause	We shall keep in repair the structure and exterior of the property and common parts and communal facilities to block and estate. This will include: drains; gutters and external pipes; service roads; designated play areas; entrances; entrance halls; staircases; roofs, and fire fighting equipment. Subject to reasonable expenditure and consultation this may also apply to the following, if they affect your enjoyment of the property, or common parts: lifts; communal TV aerials; entry phones; communal lighting; refuse collection facilities; communal heating, and ventilation services.
Explanation and/or effect	We propose to express this clause as three short sentences here for clarity, ease of reading, and understanding.
Current clause	22b We shall keep in repair and proper working order (or renew with an appropriate device) the installations whether inside or outside the property which were installed at the commencement of the tenancy or if installed later, were installed by us and either directly or indirectly serve the property for: 22b1 the supply of water, gas and electricity to, and for sanitation at the property (including basins, sinks, baths and sanitary conveniences), and 22b2 heating the property and for heating water in the property.
Proposed clause	We shall renew, repair or keep in proper working order all of our installations, whether inside or outside the property, that directly or indirectly supply water, gas and electricity to, and for, sanitation to your home (including basins, sinks, baths and other sanitary items) and for heating the water supply and property.
Explanation and/or effect	We propose to include the original clauses 22b, 22b1 and 22b2 as one new clause above for clarity.
Current clause	24a If we fail to carry out our responsibilities under condition 22 you shall be entitled to compensation.
Proposed clause	You should tell us at the designated customer contact point of any problems with the state of repair of the property and common parts as soon as it is possible. If we fail to carry out our repairing responsibilities you will be entitled to fair and reasonable compensation, which may be deducted from any debt outstanding to us.
Explanation and/or effect	We propose to combine the original clause 21a (above) with 24a (above) to make one simple clause, expressing the responsibilities of both parties.
Current clause	24b The amount may be such sum as is fair and reasonable in all the circumstances. We will deduct any debt owed to us by you from any compensation payable.
Proposal	This text is now to be included above.
Explanation and/or effect	We propose to combine this clause with original clauses 21a and 24a to make one simple clause, expressing the responsibilities of both parties, as above.
Current clause	Making improvements 25a "Improvements" includes but is not limited to: 25a1 adding, removing or altering the property, our fixtures or fittings, or the provision of services,

	25a2 putting up any aerial or satellite dish, 25a3 decorating the outside of the property, or 25a4 the replacement or installation of floor coverings. 25b You shall not make any improvement to the property without first obtaining our written permission which will not be unreasonably withheld.
Proposed clause	You must not make any improvement to the property without first obtaining written consent from us, which will not be unreasonably withheld but may be subject to conditions. ('Improvement' - see Definitions.)
Explanation and/or effect	25a1 - 25a4 inclusive - we propose to include a definition of 'Improvements' in 'Definitions'.
Current clause	25c Where you ask for our permission to replace or install any floor coverings, we will take in to consideration any known noise nuisance issues in the block and may require you to take any necessary steps to ensure proper sound insulation.
Proposed clause	Where you seek permission to install new flooring or coverings, particularly laminate, wooden or similar flooring, we will consider the potential noise nuisance for others and we reserve the right to make our permission, if granted, conditional on you taking such steps as are necessary and may be specified to ensure proper sound insulation.
Explanation and/or effect	We propose to strengthen this clause to make explicit the Council's commitment to taking measures to prevent avoidable noise nuisance, particularly in flats.
Current clause	25c Where you ask for our permission to replace or install any floor coverings, we will take in to consideration any known noise nuisance issues in the block and may require you to take any necessary steps to ensure proper sound insulation.
Proposed clause	If you fail to comply with requirements to ensure proper sound insulation or other conditions of consent we will consider taking legal action to seek the appropriate remedy which may include (but is not limited to) entering the premises to carry out the necessary work. If such action is taken, we shall charge you for this.
Explanation and/or effect	We propose to strengthen this clause to make explicit the Council's commitment to taking measures to prevent avoidable noise nuisance, particularly in flats.
Current clause	25d Where you have made a improvement to the property, we may, at our discretion, pay you compensation at the end of the tenancy providing certain conditions are satisfied. 25e Condition 25d does not apply to introductory tenants who have made improvements and vacated the home whilst an introductory tenant.
Proposed clause	At the end of the tenancy, a secure tenant may be entitled to compensation for improvements carried out with our consent, in line with the relevant law. (There are details about this in the tenants' handbook.)
Explanation and/or effect	We propose removing these clauses because they do not reflect the correct legal position and we propose putting in a new clause that does. The law gives secure tenants a right to compensation at the end of the secure tenancy for improvements carried out with our consent, provided certain conditions are met. We will explain this further in the tenants' handbook.
Current clause	26a We must allow you on request to see information that is kept on our housing file about you, your household or the property (including any application which you have made for re-housing and documents in our

	<p>possession relating to the block and estate where the property is situated) except the following information:</p> <p>26a1 personal information that identifies other people who have not agreed to the disclosure of their personal data and where, on balance, it appears wrong to provide it unless it is reasonable in all the circumstances to disclose the information without their agreement, for example medical information and casework reports from social workers and welfare officers, complaints from other tenants and neighbours or comments by housing staff,</p> <p>26a2 personal information the disclosure of which might cause serious harm to you or some other individual for example another member of your household,</p> <p>26a3 personal information the disclosure of which would or would be likely to prejudice an investigation into the behaviour or activities of the tenant for example if the investigation is likely to involve the police; if it may lead to the creation of an Anti-Social Behaviour Order; or if it is in connection with eviction proceedings, or</p> <p>26a4 personal information the disclosure of which might prejudice the prevention and detection of crime, the prosecution or apprehension of offenders or the assessment or collection of any tax or duty. The information we are able to give you will be provided on payment of a fee of £10 and your request will be dealt with promptly and in any case within 40 days.</p> <p>26b If we fail to provide the information within 40 days you have the right to refer the matter to us under the Corporate Complaints Resolution Procedure. If the matter is not resolved you will be advised of your right of appeal to the Information Commissioner.</p> <p>26c If you believe that any of the factual information held about you is inaccurate you are entitled to request it be corrected or erased. You should explain what information you consider to be inaccurate and, if appropriate, provide a written statement of the correct information to us. This written statement should be annexed to the file. We will consider your request within 28 days of receipt of the same. Should we fail to respond to you within that 28 days timescale you may refer the dispute to us under the Corporate Complaints Resolution Procedure.</p> <p>26d If we agree to correct or erase part of your personal information you will be informed what changes have been made. If we believe the information is correct and are unable to agree the changes that have been requested we will again inform you. Where we do not agree to the changes you may refer the dispute to us under the Corporate Complaints Resolution Procedure.</p> <p>If however the matter is not resolved then you will be advised of your right of appeal to the Information Commissioner.</p>
Proposed clause	We will manage and disclose information in line with the relevant law applicable to data protection and access to information. (There is more about this in the tenants' handbook.)
Explanation and/or effect	We propose to simplify this clause and make clear our responsibilities in the tenants' handbook with regard to your right to have data managed in accordance with the law. There is no effect on the rights or responsibilities of the tenant or the Council.
Current clause	26e Where you have applied for re-housing we will advise you on request of your priority for re-housing.
Proposal	We propose to remove this clause.
Explanation and/or effect	There is no legal reason for this to be included in your conditions of tenancy so we propose to place information about your legal rights in your tenants'

	handbook.
Current clause	26f We will maintain a Tenant’s Handbook. The Handbook will contain information about this tenancy together with an explanation about the legal meaning of the conditions, the relevant policies and our procedures together with other useful background information, which will be of assistance to you. The Handbook will be updated from time to time. We shall be legally bound by the contents of the Handbook.
Proposal	We propose removing this clause.
Explanation and/or effect	There is no legal reason for this to be included in your conditions of tenancy. We are required by law to produce information in simple terms to explain the effects of the express terms of our secure and introductory tenancies and certain applicable provisions in housing and landlord and tenant legislation. We do this in our tenants’ handbook, as well as providing you with other useful information.
Current clause	<p>27a We shall maintain an Arbitration Tribunal and an Arbitration Panel for the resolution of certain disputes between tenants and the Council and between tenants. When either you or we have 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.</p> <p>27b 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 selected 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.</p> <p>27c We shall appoint an Arbitration Officer.</p> <p>27d We 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.</p> <p>The following disputes may be referred to the Arbitration Tribunal as long as the dispute relates to the property arising in six years prior to the date of application:</p> <p>27d1 arising out of alleged breach by either us or you of any of the conditions under this Tenancy Agreement or otherwise imposed by law,</p> <p>27d2 as to whether any agreement required from us under this Agreement has been withheld, whether such agreement has been unreasonably withheld, or whether such agreement has been given subject to an unreasonable condition,</p> <p>27d3 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>27d4 as to whether you had reasonable excuse for failing to provide access under condition 18, or</p> <p>27d5 as to whether there has been a serious breach of conditions 5, 10, 11, 12, 13, 14 or 15.</p> <p>27e The Arbitration Tribunal shall have power to:</p>

	<p>27e1 award damages</p> <p>27e2 grant a declaration or</p> <p>27e3 order either us or you to do or refrain from doing anything in order to secure compliance with the obligations of this Tenancy Agreement or otherwise imposed by law.</p> <p>27f If the Arbitration Tribunal finds that we have been in breach of our repairing responsibilities it may award compensation to you in line with condition 24 and if the breach has not been corrected, may order that we carry out the repairs in question within such time as it thinks fit.</p>
Proposed clause	We will maintain an Arbitration Tribunal and Panel to resolve certain disputes between you and us and both parties will be bound by the decision of the Tribunal. (There is more about this in the tenants' handbook.)
Explanation and/or effect	We propose to simplify this clause and set out details of this scheme in the tenants' handbook. We propose deleting clauses 27b to 27d5 accordingly, with the intention of setting them out in the tenants' handbook.

Definitions - We propose updating some of the definitions in the conditions and we propose adding some other definitions for clarity.

Existing definition	Proposed definition	Explanation
“You, your and the Tenant” means 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 tenant.	You, your and the tenant means every person who signs the tenancy agreement or has entered into a deed of assignment or succession.	We propose this change for clarity. (Joint tenants remain individually and collectively liable under the tenancy agreement and we propose explaining this in the tenants' handbook.)
“We, us, our and the Council” means the London Borough of Southwark.	We, us, our and the Council means the London Borough of Southwark.	We propose no change.
“Property” means the dwelling house for the purpose of this Agreement as defined by Section 112 of the Housing Act 1985.	Property means the dwelling house and any land let together with the dwelling house.	We propose this change for clarity; we have summarised the definition as defined by Section 112 of the Housing Act 1985.
None.	Quiet enjoyment refers to the right to undisturbed enjoyment of your home, where we as your landlord, or our agents, shall not interfere with your right to possession of, and to, the lawful use and enjoyment of your home. Enjoyment in this context means to have the use and benefit of the property.	We propose introducing this definition to explain what is meant by 'quiet enjoyment'.
None.	Fair wear and tear arises from reasonable use of the dwelling by the tenant and the	We propose including what is meant by fair wear and tear for clarity.

	ordinary operation of natural forces. Fair wear and tear is deterioration occurring through normal daily use, but not any deterioration caused by your negligence.	
None.	Overcrowding is where the number of people sleeping in the property contravenes the room or space standards of, or numbers permitted by, the relevant law. There is more information about this in the tenant's handbook.	This summarises what the law defines as overcrowding. We propose providing more information about this in the tenants' handbook.
"Lodger" means a person who is not named in your tenancy agreement as authorised to live in the property, is not a member of your immediate family and who does not have exclusive occupation of a part of the property.	Lodger means a person who: is not named in your tenancy agreement as authorised to live in the property; is not a member of your immediate family; and who does not have part of the property for their use only.	We propose changing this definition for clarity.
The "Estate" means the estate in which the property is situated.	Estate means the area consisting of council dwellings where the property is situated.	We propose this change for clarity.
None.	Pay party refers to a gathering of paying persons in council property, premises, or land, where music is played or performed, for which no permission has been granted by the council and where admission in payment or kind has been charged or sought.	We propose introducing this to explain what is meant by pay party, which is a misuse of council dwelling.
The "Block" means the building in which the property is situated and is used for flats and maisonettes only.	Block means the building containing flats and maisonettes.	We propose changing this definition for clarity.
None.	Animal covers all animals, including: birds; reptiles; and insects.	We propose to include a definition of what an animal is here, rather than listing various types of animal in the clauses of the conditions of tenancy.
None.	Unsuitable animal includes any animal which is inappropriate having regard to the nature of the property and	We propose to include a definition of what an unsuitable animal is for clarity.

	the needs of the animal, including any animals with the propensity to exhibit aggressive and / or intimidatory behaviour.	
None.	Controlling and coercive behaviour is a range of acts designed to make a person subordinate and/or dependent by isolating them from sources of support, exploiting their resources and capacities for personal gain, depriving them of the means needed for independence, resistance and escape and regulating their everyday behaviour.	We propose to include a description of controlling and coercive behaviour here as this is a relatively new concept which widens the definition of domestic violence, especially as such behaviour can lead to the eviction of a perpetrator.
None.	Vehicle is a mechanically propelled motor vehicle intended or adapted for use on roads.	This does not include trailers, trailer caravans, boats, etc, but is limited to motor vehicles to prevent abuse of available parking.
The “ Common Parts ” means any part of the building of which the property let to you, forms part and any other premises which you are entitled, under the terms of the tenancy, to use in common with the occupiers of other properties let by us.	Common parts means any part of the building of which the property let to you forms part and any other premises which you are entitled, under the terms of the tenancy, to use in common with the occupiers of other properties let by us.	We propose no change.
None.	Improvement means adding to, removing from, or in any way altering or changing the property, our fixtures or fittings, or the provision of services. It includes but is not limited, putting up any aerial or satellite dish, decorating the outside of the property, or the replacement or installation of floor coverings.	We propose including what is meant by improvement for clarity, but it is based upon a definition previously contained in a clause in the conditions of tenancy.