

APPENDIX 1

Current conditions/new conditions
Clause 1 & 2 Security of tenure, termination of tenancy and notices

Current clauses 1&2	New clause 1 – Your tenancy and 2 When we end the tenancy and give notice.
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 Clause 2(2), 14 and 22	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”.
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.	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.
2.2 So long as the tenancy is a secure tenancy, the Council can only terminate the tenancy and obtain possession of the dwelling in accordance with law	1c The question of whether a tenancy is secure or introductory is determined under the Housing Act 1985 and the Housing Act 1996.
2.3 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	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. 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. 2a We can only end the tenancy and obtain possession of the property in line with the law. 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.

Clause – 3 Breakdown of Relationships

Current clause 3	N/A
<p>3.1 Where the original tenancy is granted to one or both parties living together as a couple in a stable relationship, then if either party provided conclusive evidence that the relationship has broken down permanently, the Council shall provide suitable alternative accommodation, such accommodation to be provided in accordance with an assessment of their housing needs, provided that they have lived in the accommodation for at least three years or have occupied previous property owned by the Council as a couple for at least three years</p> <p>3.2 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</p>	<p>REMOVED</p>

Clause 4 - Termination of tenancy by tenant

Current clause 4	New 3 - When you end the tenancy
<p>4.1 The tenant may terminate the tenancy by giving the Council 4 weeks written notice to quit to expire on a Monday</p> <p>4.2 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</p>	<p>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.</p> <p>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.</p>

Clause 5 – Departure of one of joint tenants

Current clauses 5	4 If one Joint tenant leaves
<p>5.1 Where the tenancy is a joint tenancy, a joint tenant may only terminate the tenancy by:</p> <p>5.1 giving the Council 4 weeks written notice to quit to expire on a Monday and;</p> <p>5.1 Giving a copy of the said notice to the remaining joint tenant</p> <p>a b</p> <p>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)</p> <p>5.3 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</p>	<p>4a Where the tenancy is a joint tenancy, a joint tenant may only end the tenancy by:</p> <p>4a1 giving us 4 weeks written notice to quit to end on a Monday and;</p> <p>4a2 giving a copy of the said notice to the remaining joint tenant</p> <p>4b Subject to condition 4c and the agreement of the remaining tenant(s), we shall grant them a new tenancy.</p> <p>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, 8, 9, 10, 11, 12 & 13 of this Tenancy Agreement.</p>

Clause 6 – Rent

Current clause 6	5 – Rent
<p>6.1 The tenant must pay the rent and other charges that are due in advance of Monday in each week or by such arrangements as agreed with the Council in writing</p> <p>6.2 The Council must ensure that the tenant’s rent records are accurate and up to date and copies sent to the tenant on a monthly basis</p>	<p>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.</p> <p>5b We must make sure that your rent records are accurate and up to date.</p>

Clause - 7 Variation of rent and other charges

Current clause 7	6 – Changes to 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	6a We may, without your agreement change the amount of rent or other charges for the property
7.2 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	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
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 the date so specified.	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.
7.4 The tenant is 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.	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
7.5 The Council undertakes to consult the Tenants' Council before seeking to vary sums payable for rent and other charges.	

Clause 8 Nuisance

Current clause 8	8 Nuisance and antisocial behaviour
8.1 For the purposes of this clause and Clause 9 'the tenant' includes any person residing at or visiting the property	8a The conditions of this section apply to you and persons living in and or visiting the property. You are responsible for your behaviour and of persons living with you or visiting the property.
8.2 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 possession belonging to the Council or to its tenants and their families	8b 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 tenants, their family, lodgers or visitors or damages any property or possession belonging to us or our tenants and their families.
8.3 The tenant must act in a reasonable manner towards Council employees & agents of the Council 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 them or their representatives.	8c You and anyone acting on your behalf must act in a reasonable manner towards our employees & 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.
8.4 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 belief, age or disability.	8d You must not discriminate, intimidate, harass or abuse anyone because of their ethnic background, sex, sexuality, religious beliefs, age or disability.
	8e 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.
	8d 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.

<p>8.5 Without prejudice to the generality of the above clauses the tenant;</p>	<p>8e 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.</p>
<p>8.5 (a) Must not keep in the dwelling house or within the curtilage of the estate 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 is 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>9 Security</p>
<p>8.5 (b) Must not on or near the locality of the dwelling house or garage carry out 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>9a 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.</p>
<p>8.5 (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>9b You must not use the communal areas of the block or estate for anything other than access, rest and quiet recreation (unless otherwise designated)</p>
<p>8.5 (d) Must not hold or permit to be held any excessively noisy party or pay party at dwelling house nor advertise or permit to be advertised such a party</p>	<p>9c If there is a door entry system and / or CCTV, you must not break the shared security by allowing strangers access into the block.</p>
	<p>9d You must not enter any restricted areas including but not limited to: lift rooms, water tank rooms, roofs and roof spaces.</p>
	<p>10 Pets and other animals</p>
	<p>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.</p>
	<p>10b 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.</p>
	<p>10c 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.</p>
	<p>10d You must not cause or allow your dog or any other pet to cause a</p>

<p>8.6 The tenant shall not cause or allow the communal areas of the block or the estate to be used for purpose other than rest and quiet recreation (unless otherwise designated) and shall not cause or allow the communal areas to be used for congregating of people so as to obstruct the communal areas or otherwise cause or likely to cause a nuisance</p>	<p>nuisance or annoyance by excessive barking, other noise or aggressive behaviour.</p> <p>10e 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.</p> <p>10f You must not feed any pigeons on the estate or in the locality of the property.</p>
<p>8.6 Rubbish and Tipping: The tenant shall not cause or allow any dumping of rubbish, tipping, or abandonment of property including vehicles on the estate 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>11 Health and Safety</p> <p>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.</p> <p>11b You shall 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</p> <p>11c You must make sure that any fire check doors internal to the dwelling are in working order and report any faults to us.</p> <p>11d We will undertake our statutory and contractual responsibilities to make sure the health and safety of our tenants is not put at risk.</p>
<p>8.6 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 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>	<p>12 Rubbish</p> <p>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.</p>

<p>8.6 (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>12b You must make sure that you do not cause any obstruction to communal landings, staircases and / 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.</p>
<p>8.6 (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 and safety danger. That the tenant shall ensure that any fire check doors internal to the dwelling or in the communal areas are kept in working order. The Council will in turn undertake its statutory and contractual responsibilities to ensure the health and safety of its tenants is not put at risk</p>	<p>12c It is your responsibility to make sure that rubbish and unwanted belongings are properly disposed of.</p> <p>12d You must keep all garden space, balconies and yards of the dwelling tidy and free from rubbish</p>

Clause 9 - Domestic Violence

<p>Current clause 9</p>	<p>13 Domestic violence</p>
<p>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</p>	<p>13a 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</p>

Clause 10 – Parking of Vehicles

Current clause 10	14 – Parking of Vehicles
<p>10.1 No person may park or keep any vehicle anywhere on the estate other than:</p> <p>(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> <p>10.1 Unless otherwise specified, a road or pathway on the estate is not a cont designated parking area. No vehicle should be left unattended outside a garage for more than 30 minutes unless to allow for entry and exit from that garage.</p> <p>10.2 No vehicle may be parked on the estate if it is oversize. A vehicle is oversize if it exceeds any one of the following dimensions:</p> <p>(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.</p> <p>10.3 The Council reserves the right to grant permission for the parking of vehicles which exceed the dimensions specified in Clause 10(2) hereof and which are used solely for social and domestic purposes.</p> <p>10.4 No vehicle may be parked on the estate unless:</p> <p>(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</p>	<p>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.</p> <p>14b You must not park or keep any vehicle anywhere on the estate other than:</p> <p>14b1 in a garage or parking space you rent from us 14b2 in a designated parking area 14b3 in line with any parking permit scheme in place on the estate</p> <p>14c 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</p> <p>14d Any vehicle parked on the estate must meet conditions 14 b and 14c and must:-</p> <p>14d1 clearly display a current vehicle excise license (tax disc) at all times. 14d2 have a valid MOT certificate and be road worthy.</p>

<p>10.5 No crash-damaged vehicle or any other kind of damaged vehicle may be left or stored on any part of the estate or on Council land.</p> <p>10.6 Estate Parking Permit Schemes have been introduced 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</p> <p>10.7 Where a parking permit scheme is in place, tenants have a duty to ensure that family members or visitors who enter the estate are made aware of the estate's parking enforcement schemes. Such local estate parking enforcement schemes will be published in advance and made known to all residents of the estate.</p> <p>10.8 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.</p> <p>10.9 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 	<p>14d3 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</p> <p style="padding-left: 40px;">Height 6'6". (2 metres), Width 6'0" (1.83 metres) Length 16'0" (4.8 metres) Weight 7.5 tonnes</p> <p>14d4 not be left outside a garage if it obstructs access for garage users.</p> <p>14d5 not be crash-damaged or have other kind of damaged vehicle –unless you have got written agreement from us.</p> <p>14d6 not cause obstruction to other tenants, or to emergency vehicles.</p> <p>14d7 not be a health and safety risk to residents or visitors to the estate.</p> <p>14e We, our contractors or agents may wheel-clamp or remove any vehicle which breaks conditions 14c and 14d. We may recover any costs incurred and, if the vehicle is not claimed by the owner within a reasonable period, dispose of the vehicle.</p> <p>14f Where you rent a garage from us you must keep to the terms of your garage agreement.</p>
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<p>10.10 if the Council clamps or removes a vehicle it may recover the cost of clamping, removing, and storing the vehicle, and may destroy or otherwise dispose of vehicles, which are not claimed by the owner within a reasonable period of time.</p> <p>10.11 The Council will consider any application from resident disabled tenants to designate parking spaces specifically and exclusively for disabled parking where a need is identified.</p>	<p>14g We will consider any application from a disabled tenant to designate a parking space specifically and exclusively for disabled parking.</p>
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Clause 11 - Use of dwelling house

Current clause 11	15 Using the property
<p>11.1 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.</p>	<p>15a 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 the Tenancy Agreement.</p>
<p>11.2 The tenant shall not be absent from the dwelling house for a continuous period of more than 42 days without first notifying the Strategic Director of Housing or his/her representative in writing.</p>	<p>15b You shall not be absent from the property for a continuous period of more than 42 days without first telling us in writing.</p>
<p>11.3 The tenant must not use or permit the dwelling house to be used other than as a private dwelling house</p>	<p>15c You must not use or allow the property to be used other than as a private property.</p>
<p>11.4 The tenant must not store or use in the premises including the communal areas, private balcony, store or a garage which is an integral part of the dwelling house 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.</p>	<p>15d 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.</p>

Clause 12 - Lodgers, subletting and assignment

Current clause 12	16 Lodgers, subletting and assigning the property
<p>12.1 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 shall not allow any person to reside as lodger under any circumstances.</p>	<p>16a 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 not to be unreasonably withheld.</p>
<p>12.2 The tenant must not SUBLET or part with possession of PART of the dwelling house without first obtaining the Council's written permission.</p>	<p>16b Where the property is part of a warden assisted (e.g. sheltered unit) or other forms of supported accommodation you shall not allow any person to live as lodger under any circumstances.</p>
<p>12.3 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.</p>	<p>16c You must not sublet or part with possession of the WHOLE of the property.</p>
<p>(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;</p>	<p>16d 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</p>
<p>(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</p>	<p>16e 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.</p>
<p>(c) The Council must not unreasonably refuse permission or attach conditions to its permission</p>	

12.3 cont	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 25 of this Agreement	
12.4	The tenant must not sublet or part with possession of the WHOLE of the dwelling house	
12.5	<p>Assignment is prohibited in all circumstances except where:</p> <ul style="list-style-type: none"> (a) the assignment is in accordance with Section 92 (Mutual Exchanges) of the Housing Act 1985; (b) the assignment is by order under Section 23A or 24 of the Matrimonial Causes Act 1973 (property adjustment orders in connection with matrimonial proceedings); (c) the assignment is by order under Section 17(1) of the Matrimonial and Family Proceedings Act (property adjustment orders for overseas divorce); (d) the assignment is by order under paragraph 1 schedule 1 to the Children Act 1989 (orders for financial relief against parents) (e) the assignment is to a person who would be qualified to succeed, as defined in Clause 13 of this Agreement, if the tenant died immediately before the assignment 	

Clause 13 – Succession

Current clause 13	17 Succession – passing of the tenancy on death
<p>13.1 On the death of the tenant, the tenancy will be transferred if there is a person who is entitled to succeed to the tenancy and the deceased tenant did not himself/herself succeed to the tenancy on the death of a successor or as a result of an assignment by a successor. This means that a tenancy can be succeeded to twice</p> <p>13.2 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> <p>13.3 Where more than one person qualifies to succeed to the tenancy then the tenant's spouse is to be preferred over another member of the family. Failing agreement between other members of the tenant's family the Council will determine which of them is to succeed.</p> <p>13.4 In this section "spouse" includes a person living with the tenant as his/her husband or wife or the partner of a lesbian or gay relationship</p>	<p>17a 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.</p> <p>17b 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.</p> <p>17c 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</p> <p style="padding-left: 40px;">17b1 is the tenant's spouse or civil partner, or</p> <p style="padding-left: 40px;">17b2 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</p> <p style="text-align: center;">unless, in either case the tenant was a successor.</p>

<p>13.5 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 at the time of the tenant's death.</p>	<p>17d 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</p>
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Clause 14 - Access

Current clause 14	18 - Access
<p>14.1 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</p>	<p>18a We, our contractors and / 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.</p>
<p>14.2 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</p>	<p>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.</p>
<p>14.3 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</p>	<p>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.</p>

<p>14.4 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 for safety checks, including serving of gas appliances or pipe work, or during major works or improvement programmes or when required to carry out routine inspections or repairs to comply with the Council's obligations.</p> <p>Such entry will be preceded by written notification provided at least 24 hours in advance unless entry is required as a result of an emergency. The Council will 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</p> <p>14.5 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</p> <p>14.6 In the vent 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</p>	<p>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.</p>
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Clause 15- Tenant's duty of care

Current clause 15	19 Taking care of the property
<p>15.1 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 exempted</p> <p>15.2 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</p> <p>15.3 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 15(1).</p>	<p>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.</p> <p>19b the upkeep of the garden and window boxes (if any) of the property.</p> <p>19c You will be required to repay us the cost of any repair or replacement to the property, block or estate resulting from negligence and / or failure to comply with condition 19a.</p>

Clause 16- Cleaning and Decorating

Current clause 16	20 Cleaning and decorating
<p>16.1 The tenant is responsible for the cleansing of the communal landing and passages serving the dwelling house where so advised</p> <p>16.2 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 tidy and free from rubbish</p> <p>16.3 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</p> <p>16.4 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</p> <p>16.5 The Council shall decorate those parts of the dwelling house</p> <p>a which are exposed to the elements as when necessary to protect the fabric</p> <p>b The Council will carry out external decorations to individual dwellings every five to seven years</p> <p>c The tenant will be responsible for the decoration of the interior of the dwelling house</p>	<p>20a You are responsible for:</p> <p>20a1 the cleaning of the communal landing and passages serving the property where so required.</p> <p>20a2 the decoration of the interior of the property</p> <p>20c We shall take reasonable steps to keep the estate and common parts clean and tidy</p>

Clause – 17 Notification of defects and time for repairs.

Current clause 17	21 Repairs.
<p>17.1 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</p> <p>17.2 The Council shall carry out its repairing obligations within a reasonable time from the time when it knows 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 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.</p>	<p>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 Housing Office or designated customer contact point.</p> <p>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.</p>

Clause 18 - Council's obligations for repair of the dwelling house**Clause 19 – Council's obligation for repair of the common parts, maintenance of facilities and repair of the estate**

Current clauses 18 & 19	22 Our responsibility to carry out maintenance and repairs
<p>18.1 The Council shall keep in repair the structure and exterior of the dwelling house (including drains, gutters and external pipes)</p> <p>18.2 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:</p> <p>18.2a The supply of water, gas and electricity to, and for sanitation at the dwelling house (including basins, sinks, baths and sanitary conveniences)</p> <p>18.2b Heating the dwelling house and for heating water in the dwelling house</p> <p>19.1 The Council shall keep in repair and in proper working order the structure and exterior, common parts and communal facilities to block 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, 	<p>22a We shall, keep in repair the structure and exterior of the property and common parts and communal facilities to block and estate including:-</p> <p style="padding-left: 40px;">drains, gutters and external pipes, service roads, designated play areas, entrances, entrance halls, staircases, roofs and fire fighting equipment,</p> <p>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,</p> <p>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:</p> <p>22b1 the supply of water, gas and electricity to, and for sanitation at the property (including basins, sinks, baths and sanitary conveniences)</p> <p>22b2 heating the property and for heating water in the property</p>

<ul style="list-style-type: none"> • Lifts, communal TV aerials, entry phones, fire fighting equipment, communal lighting, refuse collection facilities, communal heating and ventilation services in so far as they affect the tenant's enjoyment of the dwelling house or common parts and subject to reasonable expenditure and consultation with residents 	<p>NEW 23 Our right to carry out major works and works of improvement</p> <p>23a We have the right to carry out works of repair, replacement, renewal or improvement which we are not required to perform by condition 22 but which we decide to carry out to improve the property and/or the building or estate in which it is situated, and/or which are works to be carried out to a number of properties as part of a planned programme of works.</p>
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Clause – 20 Standard of repair, making good and inspections

Current clause 20	N/A
<p>20.1 When the Council carries out works of repairs or improvements, it shall ensure that such works are carried out in a proper manner and with proper materials.</p>	<p>REMOVED</p>
<p>20.2 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 in lieu award the tenant a decoration allowance which reflects the standard of decoration damaged or disturbed</p>	
<p>20.3 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 will thoroughly investigate and remedy any defect found within a reasonable time</p>	

Clause - 21 Compensation for failure by council to repair

Current clause 20		24 Compensation for failure by council to repair	
21	<p>If the Council fails to carry out its obligations under Clause 18 -20 of this Agreement, the tenant shall be entitled to compensation.</p> <p>The amount may be such sum as is fair and reasonable in all the circumstances. The Council will deduct and debt owed to it by the tenant from the compensation payable to the tenant</p>	24a	If we fail to carry out our responsibilities under condition 22 of this Agreement, you shall be entitled to compensation.
		24b	The amount may be such sum as is fair and reasonable in all the circumstances. We will deduct and debt owed to it by you from any compensation payable

Clause 22 – Major Works

Current clause 22		N/A
22.1	Major works means works to the interior of the dwelling house, whether 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 which the works are likely to take is to be agreed with the tenant, failing which the matter may be referred to Arbitration	REMOVED
22.2	In such instances the Council may, according to the circumstances and after consultation with the tenant, require the tenant to:	
22.2 (a)	move from the dwelling house while the works are being carried out, or	
22.2 (b)	remain in occupation of the dwelling house while the works are being carried out	
22.3	Where the tenant is required to move for more than seven days while the works are being carried out, the tenant may choose:	
22.3 (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 the works, or	

22.3 (b)	to be transferred permanently to suitable accommodation as defined in Schedule 2 Part IV of the Housing Act 1985	
22.4	Where the tenant is required to remain in occupation of the dwelling house while major works are being carried out, s/he shall be entitled to compensation payable on completion of the work, calculated as follows:	
22.4 (a)	a sum equivalent to a day's rent for each day between the day of which the work starts and the day on which the works are completed	
22.4 (b)	If the tenant or one person on the tenant's behalf is required by the Council to take time of work in order to be at the dwelling house, a sum of the 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	
22.4 (c)	The cost of the tenant's electricity used by the Council's workers or contractors	
22.5	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 he/his occupation of the dwelling house is substantially disrupted or restricted s/he shall be entitled to compensation payable on completion of the work but limited to:	
22.5 (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 of which the work starts and the day on which the works are completed	
22.5 (b)	the cost of the tenant's electricity used by the Council's workers or contractors	
22.6	Where the works of the conversion under Clause 22(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 22(3)(b) and to received compensation as in 22(8)	
22.7	Where the tenant chooses a temporary transfer as in 22(3)(a) above, s/he shall be entitled to a Disturbance Payment in accordance with S.39 Land Compensation Act 1973 for both the move to and the move back from temporary accommodation	
22.8	Where the tenant chooses a permanent transfer as in 22(3)(b) 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	

22.9	Where major works to be carried out to 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 22(2) to (8) as are appropriate	
22.10	Where major works 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 area the dwelling houses are situated so that it may comment on the proposals	
22.11	In considering works to be carried out as in 22(9) the Council shall have regard to any comments made by the tenant(s) and the Tenants' Association	
22.12	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	
22.13	Where the tenant is required, or has chosen, to remain in occupation of the dwelling house while major works as in Clause 22(1) are carried out the Council shall:	
22.13(a)	give the tenant written notice, being not less than 21 days, of the works to be carried out and the date of which they are due to start except that, in the case of major repairs falling within Priority of Appendix 2, the tenant shall be given as much notice as is appropriate according to the circumstances	
22.13(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 within Priority of Appendix 2, the tenant shall be given as much notice as is consistent with the nature of the repair	

Clause 23- Improvement by tenant

Current clause 23	25 Making improvements
<p>23.1 In this Agreement “improvements” mean any alterations in, or addition to, the dwelling 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> <p>23.2 The tenant shall not make any improvement to the dwelling house without the written consent of the Council</p> <p>23.3 The Council may give consent to any improvement subject to a condition, and consent may be validly be given to an improvement, which had already been carried out.</p> <p>23.4 The Council shall not withhold consent to an improvement unreasonable nor attach an unreasonable condition to a consent</p> <p>23.5 In considering whether a consent was unreasonably withheld, regard shall be had to the extent to which an improvement would be likely:</p> <p>(a) To make the dwelling house or any premises less safe for the occupiers</p>	<p>25a In this Agreement “improvements” includes but is not limited to:</p> <p>25a1 adding, removing or altering the property, our fixtures or fittings, or the provision of services</p> <p>25a2 putting up any aerial or satellite dish</p> <p>25a3 decorating the outside of the property</p> <p>25a4 the replacement or installation of floor coverings</p> <p>25b You shall not make any improvement to the property without first obtaining our written permission which will not be unreasonably withheld.</p> <p>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 make sure proper sound insulation.</p> <p>25d Where you have made a improvement to the property, we may, at its discretion, pay you compensation at the end of the tenancy providing certain conditions are satisfied.</p> <p>25e Condition 25d does not apply to introductory tenants who have made improvements and vacated the home whilst an introductory tenant.</p>

<p>(b) To cause the Council to incur expenditure which it would be unlikely to incur if the improvements were not made; or</p> <p>(c) To reduce the sale or rental value of the dwelling house</p>	
<p>23.6 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.</p>	
<p>23.7 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</p>	
<p>23.8 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</p>	
<p>23.9 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 providing the following conditions are satisfied:</p>	
<p>(a) Work on the improvement began after 2nd October 1980;</p>	
<p>(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 23.3 as having consented to the improvement</p>	
<p>(c) The improvements have materially added to the sale or rental value of the dwelling house</p>	
<p>23.10 The amount of compensation, if paid under Clause 23.9 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 owed to the Council</p>	

Clause 24- Information for tenants

Current clause 24	26 Information
<p>24.1 The Council must allow the tenant on request to see 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> <p>24.1 (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;</p> <p>24.1b Complaints from other tenants and neighbours;</p> <p>24.1c Relationship disputes where information is given by parties other than those concerned;</p> <p>24.1d information which could prejudice the interests of any child</p> <p>24.1 cont Such information will be made available at reasonable times and copies will be provided on payment of a reasonable fee.</p>	<p>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 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.</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.</p> <p>The information we are able to give you will be provided on payment of a fee of</p>

<p>24.2 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.</p>	<p>£10 and your request will be dealt with promptly and in any case within 40 days.</p>
<p>24.3 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.</p>	<p>26b If we fail to provide the information within 40 days you have the right to refer the matter to the Council's 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 the Council's Corporate Complaints Resolution Procedure.</p>
<p>24.4 Where the tenant has applied for re-housing the Council must advise the tenant on request of their priority for re-housing.</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 the Council's Corporate Complaints Resolution Procedure. If however the matter is not resolved then you will be advised of your right of appeal to the Information Commissioner.</p>
<p>24.5 The Council maintain a Tenant's Handbook for all secure tenants. The Handbook will contain information about this tenancy together with an explanation about the legal meaning of the clauses, the relevant policies and procedures of the Council together with other useful background, which will be of assistance to the tenant. The Handbook will be updated from time to time. The Council shall be legally bound by the contents of the Handbook.</p>	<p>26e Where you have applied for re-housing we must advise you on request of your priority for re-housing.</p> <p>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.</p>

Clause 25 Arbitration

Current clause 25	27 Arbitration
<p>25.1 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</p>	<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>25.2 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.</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>25.3 The Council shall appoint an Arbitration Officer</p>	
<p>25.4 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</p>	<p>27c We shall appoint an Arbitration Officer</p>

<p>25.5 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>25.5 (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 or otherwise imposed by law</p> <p>25.5 (b) as to whether works are major works within the meaning of Clause 22 of this Agreement</p> <p>25.5 (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 alternative accommodation</p> <p>25.5 (d) as to the suitability of alternative accommodation for the purposes of Clause 22</p> <p>25.5 (e) 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>25.5 (f) 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>25.5 (g) as to information that may be referred to the Arbitration Tribunal under Clause 24(3) of this Agreement</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>27d The following disputes may be referred to the Arbitration Tribunal:</p> <p>All disputes in relation 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>
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<p>25.5 (h) as to whether the tenant had reasonable excuse for failing to provide access under Clause 14(4) and 14(6) of this Agreement or the Council had reasonable excuse for failing to keep an appointment under Clause 14(5)</p>	<p>27d4 as to whether you had reasonable excuse for failing to provide access under condition 18 of this Agreement</p>
<p>25.5 (i) as to whether there has been a serious breach of Clauses 6, 8 or 9 under Clause 5(3) of this Agreement</p>	<p>27d5 as to whether there has been a serious breach of conditions 5, 8, 9 10 11 12 or 13 under condition 4c of this Agreement.</p>
<p>25. 6 Powers of Arbitration Tribunal The Arbitration Tribunal shall have power:</p>	<p>27e The Arbitration Tribunal shall have power to:-</p>
<p>25.6 (a) To award damages;</p>	<p>27e1 award damages</p>
<p>25.6 (b) To grant a declaration</p>	<p>27e2 grant a declaration</p>
<p>25.6 (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 Tenancy Agreement or otherwise imposed by law</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>25.7 Repair 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 21 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>	<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>
<p>25.8 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 25(4) of this Agreement</p>	

Clause 26- Variation of agreement

Current clause 26	7 Changing this agreement
<p>26.1 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.</p>	<p>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.</p>
<p>26.2 The Council shall consider any comments made by or on behalf of the tenant in reply to the preliminary notice.</p>	<p>7b We shall consider any comments made by you or on your behalf in reply to the preliminary notice.</p>
<p>26.3 The Council shall also consult on such proposed changes with the Tenants' Council and shall consider any comments made by it.</p>	<p>7c We shall also consult on such proposed changes with the Tenants' Council and shall consider any comments made by it.</p>
<p>26.4 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.</p>	<p>7d After completing this process the 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.</p>
<p>26.5 Once it has been agreed in accordance with Clause 26(4) of this Agreement that change shall be made in this Agreement and the Council shall serve a Notice of Variation</p>	

Definitions

Current clause 27	Definitions
27.1 "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".	"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 "the tenant".
27.2 "The Council" means the London Borough of Southwark.	"We, us, our and The Council" means the London Borough of Southwark.
27.3 A "Dwelling House" for the purpose of this Agreement is defined by Section 112 of the Housing Act 1985.	"Property" means the dwelling house for the purpose of this Agreement is defined by Section 112 of the Housing Act 1985.
27.4 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.	"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
27.5 The "Block" means the building in which the dwelling house is situated and is used for flats and maisonettes only.	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.
27.6 The "Estate" means the estate in which the dwelling house is situated	The "Block" means the building in which the property is situated and is used for flats and maisonettes only. The "Estate" means the estate in which the property is situated