
**THE LONDON BOROUGH OF SOUTHWARK
LEASEHOLD ARBITRATION TRIBUNAL
RULES**

JURISDICTION AND DEFINITIONS:

1. The following matters arising on or since 1st January 1995 may be referred to the Leasehold Arbitration Tribunal ("the Tribunal"):
 - (i) Alleged unreasonable action with regard to the Right to Buy sales process.
 - (ii) Alleged breaches of covenant, excluding those which fall under the jurisdiction of the Leasehold Valuation Tribunal and are included in Appendix 1 (see attached)
2. The Tribunal shall have the power: -
 - (i) To issue a declaration as to the rights of the parties.
 - (ii) To award specific performance up to the value of £50,000.
 - (iii) To award compensation; any such compensation will be made from funds derived from leaseholders and freeholders paying a service charge.
3. Some of these rules require certain things to be done within a number of "working days". A "working day" is any day except Saturday, Sunday or a day when Council offices are closed for a public holiday.

COUNCIL OBLIGATIONS AND POWERS:

4. The Council shall maintain a Leaseholders Arbitration Panel and a Leaseholders Arbitration Tribunal for the resolution of certain disputes between Southwark Right to Buy applicants, Southwark Council leaseholders, ("the Applicant") and Southwark Council ("the Council").

5. When the Applicant and the Council have referred a dispute to the Tribunal, the parties shall be bound by the decision of the Tribunal and the decisions of that Tribunal shall be enforceable in the Courts.
6. The Council shall appoint an Arbitration Officer to administer, advise and clerk the Tribunal.
7. The Customer Resolution Team shall have the power to prescribe, amend, add to or alter the rules regarding the conduct of proceedings of the Tribunal after consultation with the Leaseholders' Council.
8. The Customer Resolution Team has the power to consolidate two or more applications if it appears that they involve the same issue and decide that the Tribunal should consider the applications at the same time.

MAKING AN APPLICATION:

9. A Southwark Council leaseholder or group of Southwark Council leaseholders or a Southwark Council tenant who has submitted a Right to Buy application to the Council can refer a dispute which falls within the remit of the Tribunal to the Tribunal only after the Customer Resolution Team's three stage internal complaints procedure has been exhausted, or the parties agree to its referral to the Tribunal.
10. The application to the Tribunal shall be in writing. The applicant and the Council must sign an agreement that they shall be bound by the rules of the Tribunal and be bound by its decisions. The agreement must be signed and returned to the Customer Resolution Team prior to the consideration of the application by the Tribunal. Applicants are recommended to obtain independent legal advice prior to referring a matter to the Tribunal.
11. Within five working days of the receipt of the application the Customer Resolutions Team shall send to the Council a copy of the application.
12. The Customer Resolutions Team shall inform the Applicant in writing that a copy of their application has been sent to the relevant Housing Department.

13. The Applicant must send to the Customer Resolutions Team, not less than twelve working days after receipt of the notification, in Paragraph 10 above, all letters or documents that are relevant to the dispute which they wish to be considered.
14. The Tribunal shall have the power to decide that the application is not one which the Tribunal has the power to hear, and disregard the application. The Customer Resolution Team shall inform the Applicant in writing of the Tribunal's reasons in these circumstances.

BEFORE THE TRIBUNAL HEARING:

15. The Customer Resolution Team shall give the Applicant and the Council not less than seven working days written notice of the date, time and place of the hearing of the Tribunal, which will consider the application in question.
16. The Applicant and the Council have the right to attend and/or be represented at any hearing of the Tribunal, and the right to call witnesses and cross-examine witnesses produced by the other party. Where any party intends to be legally represented at the Tribunal, they shall notify the other party of this at least five working days before the hearing.

POSTPONING THE TRIBUNAL HEARING:

17. If the applicant or the Council asks for the Tribunal hearing to be postponed, the Customer Resolutions Team or the Tribunal may postpone it if the other party agrees. The Tribunal may also postpone the hearing of its own motion, if it considers it appropriate to do so.

WITHDRAWING AN APPLICATION:

18. An application can only be withdrawn if the applicant requests this in writing and the Council agrees. Once an application has been withdrawn it can only be reinstated if the Tribunal consents.

THE LEASEHOLD ARBITRATION TRIBUNAL:

19. A Tribunal has three members; a Southwark Councillor, a Southwark Council Leaseholder and a Chairperson. The Tribunal members must be members of the Arbitration Panel.

20. The Arbitration Panel must comprise of at least three Southwark Councillor members, three Southwark Council leaseholder members and three Chairpersons.
21. The Councillor Representatives are to be elected by, and from the elected Members of the Council. A Member of the Housing Committee is not eligible to become or continue as a Councillor member of the Arbitration Panel.
22. The Leaseholder Representatives are to be elected by and from the leasehold representatives at the Area Forum Annual General Meeting. An officer of the Council is not eligible to become or continue as a Leaseholder member.
23. The Chairpersons are to be appointed jointly by the Councillor members and the Leaseholder members. Elected Members of the Council and officers of the Council are not eligible to become or continue as Chairpersons.

THE TRIBUNAL HEARING:

24. A Councillor Member must not sit as a member of the Tribunal if the dispute concerns applicants from the councillor's own Ward.
25. A Leaseholder Representative must not sit as a member of the Tribunal if the dispute concerns applicants from the ward in which his property is situated.
26. An Chairperson must not sit as a member of the Tribunal if the dispute concerns applicants who are connected in any way with the chairperson's business or social interests.
27. A member of the Tribunal must not sit as a member of the Tribunal if the dispute is one where the member has previously assisted or advised the Applicant.
28. The Tribunal is to be chaired by the Chairperson.
29. The Tribunal must not consider a dispute in the absence of any member of the Tribunal.
30. The Arbitration Officer must attend hearings of the Tribunal where she or he must act as the Clerk and Legal Advisor to the Tribunal.

31. If the applicant or the representative of the Council fails to attend the hearing of the Tribunal, the Tribunal may still proceed, at the discretion of the Tribunal.
32. The Tribunal may adopt whatever procedure it deems appropriate provided it allows all parties to put their case fully and ensures that all parties have a fair and reasonable hearing and within the procedures outlined in these rules. In particular, the Tribunal must allow all parties to attend, to be represented, to be accompanied by a friend or adviser, to bring witnesses and to put questions to witnesses brought by the other party/parties. A Member of the Council may not be the adviser, friend or representative of any party to the Tribunal.
33. Unless all parties and the Tribunal agree otherwise, only the following people may be present during the Tribunal's hearings: The Applicant and the Applicant's friend, adviser or representative; the Council's representative; witnesses; members of the Tribunal the Arbitration Officer and staff of the Customer Resolution Team.
34. The Tribunal may call expert witnesses and obtain reports from experts.
35. The Tribunal and any expert the Tribunal has commissioned can view any relevant property which is in the possession of the Council or the applicant.
36. The Tribunal may order the Council and/or the applicant to allow any property, which is in their possession to be viewed by the other parties (who may be accompanied by their representative, adviser or friend and by an expert).
37. The Tribunal may adjourn or, if it seems more convenient, decide that the dispute should be considered anew by a differently constituted Tribunal.

THE TRIBUNAL'S DECISION:

38. Whilst the Tribunal is considering its decision, all persons except the Tribunal members and the Arbitration Officer must leave the hearing room.
39. The Arbitration Officer must be present at all times when the Tribunal is in session.

40. If the Tribunal members cannot unanimously agree on their decision, the decision of the majority is to be the decision of the Tribunal. The Tribunal shall record its decision in writing and include in that decision its findings on material questions of fact and its reasons. If the decision is not unanimous, the decision must include the reasons for the minority's dissent.
41. A copy of the decision shall be sent to all parties within thirty working days of the hearing of the Tribunal.
42. Copies of all Tribunal decisions are to be made available by the Customer Resolution Team for the public to inspect. These copies must not contain any means of identifying the individuals involved in the dispute.
43. The Tribunal may direct the Council to pay the travel and other out of pocket expenses of the applicant in attending Tribunal hearings where it deems it appropriate to do so.
44. Legal representation should not normally be necessary. If the applicant does decide to be legally represented any costs incurred are the sole responsibility of the applicant. The Tribunal shall not have the power to order one party to the dispute to pay another party's legal costs, nor shall the Tribunal have the power to order one party to pay the professional fees incurred by another party.

SETTLEMENT OF THE APPLICATION:

45. The Tribunal shall terminate the substantive proceedings and, if so requested by the parties and not objected to by the Tribunal, shall record the settlement in the form of an agreed award.
46. An agreed award shall state that it is an award of the Tribunal and shall have the same status and effect as any other award on the merits of the case.

CORRECTION OF AWARD OR ADDITIONAL AWARD:

47. The Tribunal may on its own initiative or on the application of a party correct an award so as to remove any clerical mistakes or error arising from an accidental slip or omission or clarify or remove any ambiguity in the award, or make an additional award in respect of any claim which was presented to the Tribunal but was not dealt with in the award.

48. The powers in Paragraph 47 above shall not be exercised without first affording the other parties a reasonable opportunity to make representations to the Tribunal.
49. Any application for the exercise of those powers contained within Paragraph 47 must be made within twenty-eight working days of the date of the award or such longer period as the parties may agree.
50. Any correction of an award shall be made within twenty-eight working days of the date the application was received by the Customer Resolution Team or, where the correction is made by the Tribunal on its own initiative, within twenty-eight working days of the date of the award or, in either case, such longer period as the parties may agree.
51. Any additional award shall be made within fifty-six working days of the date of the original award or such longer period as the parties may agree.
52. Any correction of an award shall form part of the award.

EMERGENCY DISPUTES:

53. If a dispute can reasonably be regarded as an 'emergency dispute' a Senior Manager of the Customer Resolutions Team can reduce the time limits set by these Rules.

CONFIDENTIALITY:

54. Distribution of case papers to third parties is prohibited, unless when legal advice is being sought, as this has implications under the Data Protection Act and Human Rights Act.