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

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**JURISDICTION AND DEFINITIONS:**

1. Some tenancy disputes between the London Borough of Southwark and its tenants can be settled by an Arbitration Tribunal (“the Tribunal”). The disputes which can be settled in this way are listed in Section 27 of the tenant’s Tenancy Agreement. These Rules lay down what has to happen when someone wants to take a dispute to the Tribunal.
2. These rules are made under Section 27 of the Tenancy Agreement.
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 the Council offices are closed for a public holiday.

**MAKING AN APPLICATION:**

4. A tenant, a group of tenants or the Council can take a dispute to the Tribunal. Whoever submits the application is called the Applicant, whoever has to respond or defend the application is called the Respondent.
5. If you want to take a dispute to the Tribunal you must apply in writing to the Customer Resolution Team. Your application can be made on a form supplied by the Customer Resolution Team, but it does not have to be.
6. Your application must state your name and address and must make clear what the dispute is that you want the Tribunal to settle. If your application does not make this clear, the Customer Resolution Team may ask you for more information. If you do not give this information, the Customer Resolution Team may reject your application.

7. A complete copy of your application will be sent to the Respondent (if a tenant has made the application this will be the Council, if the Council have made the application this will be the tenant) not more than five working days after receipt. If you have been asked to provide more information, you should do so as soon as possible, in any event at least five working days after the request.
8. When a copy of your application has been sent to the Respondent, the Customer Resolution Team will write to tell you that this has happened and advising you of the date of the hearing. Once you have this information any additional information that you wish to be considered must be submitted to the Customer Resolution Team so that it can send this out to the other party at least five working days before the date of that hearing.

### **REPLYING TO AN APPLICATION**

9. The Applicant should include all issues it wishes the Tribunal to consider in the application as the Tribunal may not be able to consider unrelated issues raised during any hearing.
10. Referring to point 8 above, when a copy of your application has been sent to the Respondent, the Customer Resolution Team will write to tell you that this has happened and advising you of the date of the hearing. Once you have this information any additional information that you wish to be considered must be submitted to the Customer Resolution Team so that it can send this out to the other party at least 5 working days before the date of that hearing. Your response to an application must be in writing and should address all the issues raised and include any evidence you rely on including photographs.
11. In order for the Customer Resolution Team to send out the paperwork in time for the hearing your response should be returned to the Customer Resolution Team as soon as possible and preferably within twelve working days after the day you receive the copy of the application from the Customer Resolution Team.

### **BEFORE THE TRIBUNAL HEARING:**

12. The Tribunal must convene not more than thirty working days after receipt of an application.
13. The Customer Resolution Team must give the tenant, the Council and anyone representing them at least five working days notice of when and where the Tribunal will be meeting.

14. If you intend to be represented at the Tribunal by a solicitor or barrister you must tell the Customer Resolution Team, not less than five working days before the hearing date. The Customer Resolution Team will then notify the other side immediately it has been made aware of the position.
15. If it seems to the Customer Resolution Team that two or more applications involve the same issue, the Customer Resolution Team can decide that the Tribunal should consider the applications at the same time.

**POSTPONING THE TRIBUNAL HEARING:**

16. If you need the Tribunal hearing to be postponed, the Customer Resolution Team can postpone it provided the other side agrees. A new date will then be issued and you and the other side will be informed of this.

**WITHDRAWING THE APPLICATION:**

17. An Application can only be withdrawn if the applicant requests this in writing and the other side agrees. Once it has been withdrawn, an application cannot be renewed but must be re-submitted afresh.

**THE ARBITRATION TRIBUNAL:**

18. An Arbitration Tribunal has three members: a Councillor Representative; a Tenant Representative; and a Chairperson. The Tribunal members must be members of the Arbitration Panel.
19. The Councillor Representatives are to be elected by and from the elected Members of the Council. A member of the Housing Executive is not eligible to become or continue as a Councillor Representative.
20. The Tenant Representatives are to be elected by and from the tenant representatives at the Area Forum Annual General Meeting. An officer of the Council is not eligible to become or continue as a Tenant Representative.

21. The Chairpersons are to be appointed jointly by the Councillor Representatives and the Tenant Representatives. Elected Members of the Council and Officers of the Council are not eligible to become or continue as Chairpersons.

**THE TRIBUNAL HEARING:**

22. The applicant should include all issues it wishes the Tribunal to consider in the application as the Tribunal may not be able to consider unrelated issues raised during any hearing.
23. Either party may seek the inclusion of issues not particularised in the application or response at a hearing. Issues so raised shall only fall to be considered by the Tribunal if the other Party consents to the issue's inclusion at the hearing and the Tribunal considers itself capable of determining the issue in the circumstances.
24. A Councillor Representative must not sit as a member of the Tribunal if the dispute concerns tenants from the Councillor's own Ward.
25. A Tenant Representative must not sit as a member of the Tribunal if the dispute concerns tenants from the Ward in which his or her property is situate.
26. An Chairperson must not sit as a member of the Tribunal if the dispute concerns tenants who are connected in any way with the Chairperson's business or social interest.
27. A Tribunal member must not sit on a Tribunal if the dispute is one where the member has previously assisted or advised the Applicant. In accordance with the Human Rights Act, Article 6, anyone at a hearing must declare any involvement they may have or had in respect of any parties taking part in the proceedings to avoid any possible bias or impinge on the impartiality of the hearing.
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, member of the Customer Resolution Team or other individual appointed by the Customer Resolution Team is to attend meetings of the Tribunal as a clerk.

31. If the tenant or the Council fails to attend the meeting of the Tribunal, the Tribunal can still go ahead and consider the dispute but in the first instance must make sure that both sides have had the opportunity to put their case.
32. The Tribunal can adopt whatever procedure seems appropriate as long as the Tribunal has allowed both sides to put their case fully having made sure that both sides have a fair and reasonable hearing. In particular, the Tribunal must allow both sides 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 side. A member of the Tribunal is discouraged from attending a hearing in support of either party and is not permitted to act as an adviser or representative of either party. A Councillor of Southwark Council is not permitted to act as an adviser or representative of either party.
33. Unless the tenant, the Council and the Tribunal agree otherwise, only the following people can be present while the Tribunal meets: The Tenant and the tenant's friend, adviser or representative; the Council's representative; witnesses; members of the Arbitration Panel; the Tribunal clerk and staff of the Customer Resolution Team.
34. The Tribunal can call expert witnesses and obtain reports from experts.
35. The Tribunal and any expert the Tribunal has commissioned can view any property, which is in the possession of the Council or the tenant.
36. The Tribunal can order the Council and/or the tenant to allow any property, which is in their possession to be viewed by the other side (who can be accompanied by their representative, adviser or friend and by an expert).
37. The Tribunal has the right to adjourn any hearing pending the outcome of any disrepair works identified in evidence until it is satisfied that those works have been carried out and completed to a proper standard in order to remedy the disrepair. The Tribunal can also adjourn any proceedings if it has insufficient information.

38. The arbitration process is held in camera and proceedings will not be permitted to be recorded by anyone.

**THE TRIBUNAL DECISION:**

39. Whilst the Tribunal is considering its decision, everyone except the Tribunal members and the clerk must leave the hearing room.
40. If all the members of the Tribunal cannot agree on their decision, the decision of the majority is to be the decision of the Tribunal.
41. The Tribunal must 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.
42. A copy of the decision must be sent to both sides within thirty working days of the meeting of the Tribunal.
43. 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.
44. Legal representation should not normally be necessary. Either party wishing to be legally represented will be solely responsible for all legal costs incurred.

**SETTLEMENT OF 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 mistake 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 28 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' the Arbitration Officer or Senior Manager of the Customer Resolutions Team can reduce any of the time limits set by these Rules.

**CONFIDENTIALITY:**

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