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

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. The Tribunal shall have the power: -
 - (i) To declare the respective rights and responsibilities of the tenant and tenant and the Council.
 - (ii) To order works to be carried out up to the value of £50,000.
 - (iii) To award compensation; any such compensation will be made from funds derived from Homeowners and freeholders paying a service charge. The Tribunal must consider the Council’s relevant compensation policies before making any award.
4. The decision of the Tribunal will be final and binding upon the parties. This is an arbitration within the meaning of the Arbitration Act 1996. Neither party may take the dispute to court after the decision of the Tribunal pursuant to section 58 Arbitration Act 1996 unless they wish to challenge the substantive jurisdiction of the Tribunal, they can demonstrate a serious irregularity. These rules exclude the right to appeal on a point of law under section 69 Arbitration Act 1996.

5. Some of these rules require certain things to be done within a number of days. When a deadline falls on a weekend, public holiday, or any other day when Southwark Council's offices are shut then the deadline will be moved forwards to the next working day.

COUNCIL OBLIGATIONS AND POWERS:

6. The Council shall maintain a Tenancy Arbitration Panel and a Tenancy Arbitration Tribunal for the resolution of certain disputes between Southwark tenants ("the Applicant") and Southwark Council ("the Council").
7. 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.
8. The Council shall appoint an independent legal adviser to administer and advise the Tribunal.
9. The Customer Experience Team shall have the power to prescribe, amend, add to or alter the rules regarding the conduct of proceedings of the Tribunal..

MAKING AN APPLICATION:

10. A tenant or 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.
11. Any application to the Tribunal may only take place after the Council's formal complaints procedure has been exhausted or if both parties agree to the issue being referred to the Tribunal.
12. Any application to the Tribunal shall be in writing on the appropriate form provided by the Council. 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 Experience 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.

13. 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 Experience Team may ask you for more information. If you do not give this information, the Customer Experience Team may reject your application.
14. The applications made to the Tribunal shall be regularly reviewed on paper each month by an independent chair. The independent chair may:
 - (i) Progress the application to a hearing, including estimating the time needed for the hearing itself;
 - (ii) Consolidate two or more applications if it appears that they cover the same issue;
 - (iii) Determine that the application is not suitable for the Tribunal for whatever reason;
 - (iv) Determine that the application is vexatious and should not proceed.

The Customer Experience Team shall inform the Applicant in writing of the Tribunal's reasons in these circumstances.

15. Within one week of the review of the application the Customer Experience Team shall send a copy to the relevant department of the Council. 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.
16. The Customer Experience Team shall inform the Applicant in writing that a copy of their application has been sent to the relevant department of the Council.
17. 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 Experience Team so that it can send this out to the other party at least five working days before the date of that hearing.
18. The Applicant must send to the Customer Experience Team all letters or documents that are relevant to the dispute which they wish to be considered at least one calendar month before any hearing date.
 19. Any response to an application must be made no less than two weeks before a hearing date.
 20. 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.
 21. Any response to an application must be made no less than two weeks before a hearing date..

BEFORE THE TRIBUNAL HEARING:

22. The Tribunal must convene not more than ninety working days after receipt of an application.
23. The Customer Experience Team must give the tenant and the Council not less than two weeks written notice of the date, time and place of the hearing of the Tribunal, which will consider the application in question.
24. If you intend to be represented at the Tribunal by a solicitor or barrister you must tell the Customer Experience Team, not less than one week before the hearing date. The Customer Experience Team will then notify the other side immediately it has been made aware of the position.
25. If it seems to the Customer Experience Team that two or more applications involve the same issue, the Customer Experience Team can decide that the Tribunal should consider the applications at the same time.

POSTPONING THE TRIBUNAL HEARING:

26. If the applicant or the Council asks for the Tribunal hearing to be postponed, the Customer Experience 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 THE APPLICATION:

27. 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 ARBITRATION TRIBUNAL:

28. An Arbitration Tribunal has three members: a Councillor Representative; a Tenant Representative; and an independent chair. The Tribunal members must be members of the Arbitration Panel.
29. The Councillor Representatives are to be elected by and from the elected Members of the Council. The cabinet members for complaints and housing are not eligible to become or continue as Councillor Representatives.
30. 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.
31. The independent chairs 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 independent chairs.

THE TRIBUNAL HEARING:

32. 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. Any new issues can only be considered if the Tribunal considers itself capable of fairly resolving them and agrees to do so.

33. A Councillor Representative must not sit as a member of the Tribunal if the dispute concerns tenants from the Councillor's own Ward.
34. 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.
35. An independent chair must not sit as a member of the Tribunal if the dispute concerns tenants who are connected in any way with the independent chair's business or social interest.
36. The Tribunal is to be chaired by the independent chair.
37. The Tribunal must not consider a dispute in the absence of any member of the Tribunal, but may proceed in the absence of any party. Where the Council does not send a representative this will be considered to be acceptance of the application.
38. An independent legal adviser, member of the Customer Experience Team or other individual appointed by the Customer Experience Team is to attend meetings of the Tribunal as a clerk.
39. 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.
40. 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 independent legal adviser, and staff of the Customer Experience Team.
41. The Tribunal can call expert witnesses and obtain reports from experts.

42. The Tribunal and any expert the Tribunal has commissioned can view any property, which is in the possession of the Council or the tenant.
43. 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).
44. 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.
45. The arbitration process is held in private and proceedings are not permitted to be recorded by anyone.

THE TRIBUNAL DECISION:

46. Whilst the Tribunal is considering its decision, everyone except the Tribunal members and the independent legal adviser must leave the hearing room.
47. 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.
48. 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.
49. A copy of the decision must be sent to both sides and the independent chair within thirty working days of the hearing of the Tribunal.
50. Any award of money will normally be payable within six weeks of the date of the decision.

51. 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 APPLICATION:

52. 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.
53. 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:

54. 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.
55. 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.
56. Any application for the exercise of those powers contained within Paragraph 47 must be made within one calendar month of the date of the Award or such longer period as the parties may agree.
57. Any correction of an award shall be made within one calendar month of the date the application was received by the Customer Experience Team or, where the correction is made by the Tribunal on its own initiative, within six weeks of the date of the award or, in either case, such longer period as the parties may agree.

58. Any additional award shall be made within two calendar months of the date of the original award or such longer period as the parties may agree.
59. Any correction of an award shall form part of the award.

CONFIDENTIALITY:

60. Distribution of case papers to third parties is prohibited, unless when legal advice is being sought, as this has implications for confidentiality, privacy, and data protection.