

# **Witney Allotment Association**

## **Breaches of Tenancy Agreement Policy**

### **Introduction**

The Rules of the Association and the Terms and Conditions attached to Tenancy Agreements have been put in place to ensure allotments are used properly for the benefit of all interested parties, including our neighbours and those on the waiting list.

Unfortunately, from time-to-time breaches, including unacceptable cultivation standards, do arise. The action that the Site Committees will take will follow the procedure outlined below, but the Association reserves the right to act differently, e.g. omit earlier steps in the procedure, should the circumstances dictate.

Joint tenants are jointly and severally responsible for complying with the terms and conditions of their tenancy. Accordingly, any action deemed necessary may be taken against each of them.

### **1. Inspection**

- 1.1. Any representative of the Council or Site Committee Member or Site Rep may enter and inspect any Allotment Garden on their respective sites, at any time to assess whether action needs to be taken. Photographs may be taken.
- 1.2. Early in the calendar year the site will be surveyed for allotment gardens that appear to be neglected.
- 1.3. Tenants of allotments identified in item 1.2 above will be contacted (**Early Season Letter**) to ascertain whether they intend to retain the plot and keep it in good order, or whether they might wish to transfer to a half plot (if they currently have a full plot), or whether they wish to give up their tenancy.

### **2. Improvement Letters**

- 2.1. During the main growing season, from April to the end of September, there will be regular surveys to check that allotments are being kept in compliance with the tenancy terms and conditions.
- 2.2. Evidence of poor cultivation or other breaches of the terms and conditions of the tenancy will be reported to the Site Committee who may decide that they need to bring the matter to the tenant's attention to seek a satisfactory resolution.
- 2.3. Initially a letter (**Letter 1**) will be sent to the tenant outlining the issue(s), requesting that they address the matter(s) within a specified time, and inviting them to discuss the matter, should they wish.
- 2.4. If there is no improvement a final written warning (**Letter 2**) will be sent requesting action to rectify the issue(s) identified within a specified time. The letter will also inform the tenant of the consequences of failing to do so, i.e. service of notice to quit, refusal to let a plot in the future, and potential charges if the Association incurs costs in rectifying matters themselves. The tenant will be invited to discuss the matter, once again.

### **3. Notice To Quit**

- 3.1. If the tenant has not addressed the issue(s) brought to their attention at the end of the period specified in the final written warning, the Site Committee may decide, **and must minute confidentially**, that the tenancy should be terminated and that a

**Notice to Quit** should be served on the tenant. A letter will be sent with the Notice explaining what is required, and that they have the right to appeal the Notice.

**In Summary:**

If the tenant does not reply within 14 days to the **Early Season Contact Letter or other informal contact**, then Letter 1 will be sent.

**Letter 1.** If there is no response after two weeks (**timescale as appropriate**), the plot holder will be sent a "tenancy obligations" letter and a timescale within which improvement must be seen (typically 21 days).

**Letter 2.** If the tenant ignores this i.e. there is no response, the warden/site rep will: send a letter giving them 21 days (**timescale as appropriate**) to correct the issue, or clear their belongings from the plot.

**Letter 3.** In the event that there is no satisfactory response, the warden/site rep, **after consultation with the Site Committee**, will write to the plot holder to inform them that:

- their tenure will be terminated in 28 days.
- that the committee will clear the plot and hold any tools etc in storage for 3 weeks for collection after which they will be disposed of.

If a plot is subject to three or more **letter 2** breaches of contract in one year, it is then at the discretion of the Site Committee to send a **letter 3**

#### **4. Appeals**

- 4.1. A tenant may appeal in writing, against the termination within 14 days of the receipt of the Notice to Quit.
- 4.2. The appeal should detail the reasons for the failure to remedy the breaches identified by the Association, and reasons why the Notice to Quit should be withdrawn.
- 4.3. No action will be taken to enforce the Notice to Quit whilst the appeal is being considered.
- 4.4. The Committee will ask the Association's Disputes Panel to act as the Appeals Panel; they will offer a hearing with the tenant.
- 4.5. The Appeals Panel must reach a conclusion and reply to the plot holder within 28 days of receipt of the appeal.
- 4.6. There are three options for the Appeals Panel to consider:
  - Uphold the termination;
  - Re-instate the plot holder with a probationary period of 6 months, where any further breach of the Allotment Terms and Conditions will result in immediate termination with no right of appeal; or
  - Re-instate the plot holder with no probation.
- 4.7. A written record of the appeal hearing will be provided to both the plot holder and the panel to ensure there is a record of the process.
- 4.8. The Appeals Panel's decision is final. The Chief Executive of Witney Town Council will be asked to validate that due processes have been followed.
- 4.9. The record of the hearing and the Panel's decision will be reported to the next Site Committee meeting and the next Committee of Management meeting.
- 4.10. If a probationary period is agreed on, a review will be dealt with by the Appeals Panel and a decision will be made by the Panel as to whether the conditions of the probationary period have been met. If there are no issues, the tenant will continue to hold the plot. If there are breaches of the conditions of either

the probation or tenancy agreement, the Committee reserves the right to immediately terminate the tenancy with no further right of appeal.

## **5. Record Keeping**

5.1. For a period of 3 years from the date of a final decision by the Association, the following records will be kept (and destroyed on expiry of that period):

- Copies of any correspondence, Notice to Quit, Statement of Appeal, minutes of any Appeal Hearing, and minutes of any Appeal Panel meetings;
- Details of the evidence considered and the investigation of the breach of the tenancy terms and conditions;
- Decisions not to proceed or to cease proceeding in respect of a breach, for any reason.