

Rules and regulations for Charnwood Borough Council allotment sites, July 2017

The tenancy agreement signed by all plot holders upon commencement of their tenancy states, *“The Tenant must observe all rules and regulations relating to allotment gardens which have been or may at any time in the future be made by the Council and of which the Tenant is notified.”*

In response to comments made in the recent allotment survey it was felt it would be useful to both remind tenants of, and interpret, some of the terms set out within the tenancy agreement and to clarify some of the informal regulations that apply to Charnwood Borough Council allotment sites.

Conditions set out in the tenancy agreement

1. *“The Tenant must keep the Allotment clean, free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition”*

The council does not expect all plots to be in pristine condition, totally weed free etc. But the Council does expect that tenants visit their plots on a regular basis, and that the majority of the plot is being worked, and vegetables, fruit, flowers etc are being cultivated. If a plot seems to be neglected, with little or no cultivation and weeds covering much of the surface, then the tenant will receive a warning letter requesting that there is a marked improvement in the level of cultivation within the next month, After the plot has been re-inspected, if there has been little or no improvement in the level of cultivation, and there seems to be no good reason why the plot isn't being cultivated (e.g. serious illness) a Notice to Quit will be issued, which gives the tenant a further month to remove any property etc before the plot is re-let to a new tenant.

2. *“The Tenant must not sublet, assign or part with possession of the Allotment or any part of it without the written consent of the Council”*

Plots are primarily for the use of the named tenant but the Council does not usually have any objections to family and friends helping the tenant to work on the plot, although such assistance does not give the individuals concerned any claim to the tenancy of the plot or the produce from the plot. Also, the registered tenant will be held responsible for ensuring that their visitors to the site adhere to allotment rules and terms of tenancy

3. *“The Tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment garden”*

This clause can apply to a variety of situations, including fruit trees which are allowed to grow excessively high causing shade/water take up from neighbouring plots. The Council may ask tenants to reduce the height or remove any trees they feel are

causing annoyance to neighbouring tenants. If a tenant refuses to reduce any such tree then the Council will consider this as a breach of the tenancy agreement and a Notice to Quit will be issued.

The phrase 'nuisance or annoyance' also has implications for dog owners. Even when on a leash, a dog is capable of fouling on other people's gardens. This would most certainly be considered as a nuisance, and if reported to the Council, a tenant would be in danger of losing their tenancy.

4. *"The Tenant must not bring any dog into the allotment field of which the Allotment forms part, or cause one to be brought in, unless the dog is held on a leash."*

If there is evidence that a tenant is repeatedly allowing a dog in their charge off leash on an allotment site then they will be sent a warning letter. If the problem continues then a Notice to Quit will be issued. Similarly, if a tenant repeatedly fails to clear up dog excrement from an animal in their charge, a Notice to Quit will be issued.

5. *"The Tenant will at all times exercise every care to prevent waste leakage or misuse of water....."*

The water is provided for the use of all tenants, in order to keep their crops well watered, especially in times of drought. However, in view of the fact that water to our allotment sites is metered, and charged according to usage, there are instances where the Council considers that some individuals might be excessive in their use of water e.g. leaving a watering system on overnight, or unattended during the day for lengthy periods. If there is evidence of tenants repeatedly misusing water then they will be sent a warning letter. If the problem continues then a Notice to Quit will be issued.

Water is turned off by the Council over the winter period to prevent water freezing in the pipes and causing burst pipes. The water should remain turned off until the spring. If a tenant turns the water back on over this period and subsequently causes a burst pipe, then the tenant would be expected to pay for the repairs. If a tenant continuously turns the water on over the winter period then they may receive a Notice to Quit.