

DEALING WITH BREACHES OF ALLOTMENT RULES PROCEDURE

The Association is committed to ensuring the sites remain safe, vibrant and fully utilised, in accordance with the [Terms and Conditions of the Allotment Tenancy](#). All plots are inspected at least twice a year, and throughout the year the Secretary keeps an overview of all plots and contacts any tenant(s) where there seems to be infringement of any clause of the allotment tenancy rules, the tenancy agreement or if a dispute arises between plot holders.

Where problems and breaches are found the Association will follow the following procedure:

1. Stage 1 – Informal warning

The Secretary will firstly approach those involved to establish the reasons for the problem and make every effort to find an amicable resolution. Where the problem is likely to be short term, or the tenant provides a satisfactory explanation to the Secretary no further action is required.

2. Stage 2 – First warning letter

Where a more serious problem or repeat minor breach is identified or a tenant is at fault and unwilling to agree to a resolution the Secretary issues a first warning letter. The letter informs the tenant in writing and outlines the identified problem, itemises what needs to be done to remedy it and sets a reasonable time limit, usually thirty days from the date of issuing the letter.

The possible outcomes and actions are:

Outcome A: The tenant replies with a satisfactory response by phone, email, letter, or in person and remedies the problem.

Action: none

Outcome B: The tenant notifies the Secretary that they will quit the allotment.

Action: The Secretary will agree the date of quitting with the tenant which will be within four weeks and notifies the Lettings Officer about the availability of the plot. The tenant should remove all personal belongings and return the site key and attempt no further cultivation on the plot.

Outcome C: There is no remedy to the problem and no mitigation has been offered.

Action: The Secretary proceeds to Stage 3 and a Second (final) Warning letter is issued.

NOTE: If the tenant has received 3 First warning letters and has responded each time by rectifying the immediate problems as requested but repeats the same or similar offence again, the Secretary proceeds immediately to stage 4 bypassing stage 3.

3. Stage 3 – Second (final) warning letter

Where the tenant has not remedied the problem, has had no contact with the Secretary and the problem persists, the Secretary issues a second (final) warning letter.

This letter should refer to earlier exchanges or attempts of contact; it should outline the persisting current issue, outline the required remedy, set a further deadline (usually thirty days), and advise that failure to comply by the second date will result in the issuing of a Notice to Quit (termination of the tenancy).

If the outcome is satisfactory and the problem has been remedied no further action is taken. If there is no satisfactory remedy the Secretary proceeds to Stage 4.

4. Stage 4 – Notice to Quit (Termination of Tenancy)

If the plot holder has not conformed to the requirements of the second (final) warning letter, the next stage is to terminate the allotment tenancy on the grounds of breach of contract (non-compliance with the terms of the letting agreement).

The Notice to Quit letter from the Secretary should:

- a) State the problem that has breached the terms and conditions of the allotment tenancy
- b) Outline the sequence of exchanges or attempted contacts with the tenant
- c) State that the problem remains unresolved and the tenancy is terminated
- d) Set the deadline for quitting the plot giving four weeks' notice
- e) Require the tenant to remove any personal belongings, return the site key, and attempt no further cultivation on the plot

Once the deadline has expired the Association arranges to offer the plot to the next applicant. Any property left on the plot becomes the property of the Association.

Any warning letter will remain in force for a period of five years from the date of issue. Any subsequent breach will result in a second (final) warning letter or notice to quit (as appropriate) being issued.

Other than in exceptional circumstances (to be determined in the absolute discretion of the Committee), e.g. refusal to pay rent or refusal to sign a Tenancy Agreement will result in the immediate termination of a Tenancy without the necessity of following the above procedure.

In cases of a more serious breaches the Secretary may in their absolute discretion proceed directly to either the second (final) warning letter or to the issuing of a Notice to Quit. A non-exhaustive list of examples of more serious breaches includes:

- a) wilful disregard of a warning letter;
- b) verbal abuse;
- c) physical abuse;
- d) any other conduct which in the reasonable opinion of the Secretary places the use of the allotments or other plot holders or committee members at risk.

The various stages set out in the above procedure may cover more than one financial year.