

## TENANCY AGREEMENT FOR ALLOTMENT / LEISURE GARDEN

The current form of allotment tenancy agreement issued by local councils is both incomprehensible and anachronistic. If the tenant cannot understand this document, the rules and regulations it contains cannot be expected to be observed.

If a briefer, simpler, straightforward agreement which was more closely related to the reality of allotment practice were available, tenants would be more likely to follow its rules, would have a better image of and relationship with the local authority department servicing allotments, and could even help with the resolution of misunderstandings and conflicts.

Some councils helpfully issue guides to the full agreement, summarising its contents, however, many of the conditions contained within the present document are out of date, unrealistic, unenforced or unenforceable.

The following is a draft proposal for a revised tenancy in layman's language, but which could still be legally binding.

	<u>LANDLORD</u>		<u>TENANT</u>
<b>BETWEEN~</b>		<b>AND~</b>	
<b>ADDRESS~</b>		~	
<b>TEL:</b>		:	
<b>START OF TENANCY</b>	<b>DATE:</b>		
<b>PLOT NUMBER:</b>			
<b>SITE:</b>			
<b>GROUND AREA:</b>		<b>square metres</b>	
<b>RENTAL VALUE:</b>	<b>£</b>		
<b>AMENITY CHARGES:</b>	<b>£</b>		
			[ e.g. water / buildings / electricity standing charge]

**[This tenancy is in accordance with the Small-holdings and Allotments Acts 1908 and 1950.]**

**PAYMENT** The rent and amenity charges administered by the landlord should be paid in January when the bill will be sent to the tenant by post. The rent is paid three months in advance and nine months in arrears. New tenants taking on plots which are in good condition before July will be liable for the full amount of the rent in January of the following year. New tenants taking on plots either in the second half of the year or plots which are neglected or abandoned will not be billed for rent for one year after the date the tenancy commences, but may still be liable for amenity charges. Please inform the landlord of any change of address.

**NON-PAYMENT** If the rent remains unpaid for longer than a period of six weeks, a reminder will be issued. If the bill is still unpaid after another 4 weeks, it will be assumed that the tenant has terminated the tenancy and notice of eviction will be posted at the site of the allotment itself. After a further period of 4 weeks, the plot will be re-let to another tenant.

### RESPONSIBILITIES OF THE TENANT

1. Keep all cultivable soil on the allotment free from weeds and in a good state of fertility.
2. Keep the soil free from noxious contaminants [e.g. glass, plastics, metals, asbestos etc.]
3. Keep the site access track adjacent to their plot clear of obstacles.
4. Ensure that the plot is accessible to visual inspection by maintaining hedges at no more than 1.5 m.
5. Repair and maintain any buildings erected on the plot to the highest standard possible.
6. The tenant will be liable for removing any perennials / permanent infrastructure at the termination of the tenancy.

**RESTRICTIONS** *The tenant is NOT permitted to:*

1. Cause any nuisance or annoyance to neighbouring plot-holders.
2. Cause excessive disruption to the natural environment either on their plot or in its environs, including water, mineral and soil extraction.
3. Use the allotment for business, trade, profit or the generation of any income except to meet costs already incurred in developing the plot.
4. Sublet the plot to another party.
5. Use the allotment as a permanent residence or place of abode.
6. Use the water supply for anything other than filling butts and containers.
7. Use hoses attached to the water supply without due attention to the needs of others.
8. Use barbed wire, razor wire or any other features which may cause severe injury.
9. Erect any new permanent structures without obtaining the written consent of the landlord's agent.
10. Light frequent or slow-burning bonfires, burn plastics and synthetic materials, or generate any other form of air pollution.

**PERMITTED**

1. The tenant and one or more other parties may agree to share the use of the plot by written agreement. If this is registered with the landlord's agent, a joint tenancy will be issued, providing the co-tenants supply a single contact address and agree to pay the rent in a single sum.
2. Tenants wishing to keep [or increase the number of] animals or livestock on their plot should first apply to the landlord's agent for written consent.
3. In the unfortunate event of the death of the tenant, first refusal will be offered to a relative or close friend of the tenant.

**TERMINATION** *Notice to Quit will be issued in the following circumstances:*

1. Failure to pay rent and/or amenity charges promptly.
2. Failure to abide by the regulations as specified in the tenancy agreement above.
3. If the land on the site is required for statutory developments authorised by the Secretary of State.