

Orchard Allotment Matters arising – Fruit / Evictions / Customer Service

- The orchard allotment had been in existence for **10 years**. All the plants on site had been there for that long.
- This plot was **not cultivated for ten years** prior to our taking it in 1995.
- It is a boggy site, a very difficult soil to grow annuals in, **fruit most appropriate**.

- The **system for informing tenants** that they need to do something to improve the state of their plots failed in this case. Letter is **unclear** about what to do.
- In this case, that letter was sent more than a **year** before action was taken, during which time the **tenant paid the rent**.
- It was a reasonable assumption that the actions taken that year (**cutting internal and external hedges and weeding**) were sufficient to satisfy.
- The tenant was **not contacted** to improve his plot in 2005.
- The tenant **did not receive Notice to Quit or Notice of Eviction**.
- **No notice** was posted on the gate at the plot.
- **No effort was made to contact** the tenant, who lives at the same address with the same phone number as he has done for the past ten years.
- There is no **appeals procedure** available for decisions made by an individual.
- New tenants are put into a difficult situation, knowing there is an ongoing dispute.

- Maintenance. Most of the site was covered with **ground-covering perennials**, such as Strawberries, Blackcurrant, Loganberries, Boysenberries, Artic Raspberry, Creeping Comfrey, Sage.
- The tenant found it hard to do his usual maintenance because he was suffering from **gallstone attacks** and was actually **hospitalised** for two weeks in April.
- The tenant was **recovering from an operation** to remove his gall bladder when he found out about the destruction of the fruit trees. When he called the Council office to complain, he was told that he had been evicted and therefore had no rights in the matter. He was **not informed of a complaints / appeal procedure**.
- Allotment law states that tenants may grow **vegetables OR fruit**.
- The “new” tenants wanted the plot precisely because it had established fruit.
- The trees were destroyed without asking the “new” tenants.
- There were and still are fruit trees growing on both the **neighbouring plots**.
- The plants which were dug up and chopped down were the **property** of Richard Clare and he has **receipts** to prove it. The Council is legally obliged to compensate tenants evicted without good reason. **Compensation** should be due for the replacement value of the **fully grown trees**.

- The two tenants of these two plots (for ten years) had notified the Allotments office in writing, in 1999, that they wished it to be understood that they were effectively sharing both plots. The Council officer was fully aware that the two tenants shared these plots. Council policy is to accept that people share plots, as when a husband and wife share, but this needs to be **formal, not arbitrary**.

- Other long-term tenants have been evicted without a reasonable process.

