

## Date of Meeting: 10 September 2020

### Allotment Tenancy Agreement

#### 1. Purpose of Report

To consider amendments to the tenancy agreement.

#### 2. Background

The Town Council has previously considered and approved amendments to the rules and regulations for the allotments in addition to the introduction of £100 refundable deposit for new tenants. This has resulted in a requirement to review and amend the tenancy agreement and introduce a policy on the deposit system.

#### 3. Considerations

##### Tenancy Agreement

The attached draft tenancy agreement had been prepared taking into account the introduction of the refundable deposit. The main areas of change have been highlighted. Under allotment law it is necessary to give existing tenants at least 12 months or one growing season's notice of any proposed change to their tenancy. This this will be done following approval by Council, with copies of the working draft being sent to those tenants who request a copy.

Existing tenants will continue on their present tenancy until October 2021, with the new agreement coming into force on 1st October 2021, existing tenants would not have to pay the deposit. For new tenants it is proposed to introduce the new tenancy agreement with immediate effect, in which case a deposit will apply.

##### Rent Deposit Procedure

The proposed procedure for the allotment deposit scheme which if approved will be included within the revised rules and regulations will be as follows:-

- I. Prior to the start of a new tenancy agreement the new tenant will be expected to provide, in addition to other fees, an allotment deposit, which will be set at £100.
- II. At the start of the tenancy a photo of the allotment plot will be taken by the Town Council, and the condition agreed with the incoming tenant.
- III. Allotment tenants are required under the terms of the tenancy agreement to provide written notice of intent to terminate. The Town Council will inspect the allotment plot prior to the termination date. The deposit will then be repaid in full to the allotment tenant 2 weeks following the termination date, provided that the condition of the allotment plot complies with the terms and conditions of the allotment tenancy agreement.

- IV. The deposit will not be withheld if the plot is overgrown, and the new incoming tenant will be required to dig over the ground and make good.
- V. Repayment of the allotment deposit will not take place if the allotment plot does not meet the standard set by tenancy agreement and contains for example any rubbish, tyres, debris, unauthorized vehicles or parts thereof, unauthorised storage, unauthorised structures, derelict sheds, derelict cabins, derelict greenhouses and the like, which the Council will have to pay to remove.
- VI. If the Council intends to withhold repayment of the deposit, the allotment tenant will be informed in writing, together with an explanation of the reason for this. The allotment tenant will be given notice that they have 1 month in which to remediate the plot, or their deposit will be forfeited in whole or part. The allotment tenant will have a right of appeal through the Councils complaints procedure.
- VII. The balance of the deposit, if any, will be repaid to the allotment tenant once the cost of remediation has been deducted from the deposit.
- VIII. If the Council serves a notice to quit upon any allotment tenant having paid the allotment deposit, paragraphs I to VII will apply.

#### **4. Recommendations**

4.1 That members approve:

- a) The revised tenancy agreement;
- b) the rules being amended to include the procedure on rent deposits;

#### **5. Financial Implications**

Not applicable

#### **6. Equalities Impact**

Not applicable

#### **7. Personnel Implications**

Not applicable

#### **8. Environmental implications**

Not applicable

#### **9. Consultation**

The allotments associations were consulted on the proposals.