

Allotment Tenancy Agreement Breach and Re-entry Policy

Contents

1. Introduction	2
2. What is a breach of Allotment Tenancy Agreement?	2
3. Breach Procedure and Enforcement.....	2

Document History

Adopted by Council – 9 January 2024

Reviewed & Adopted – 13 January 2026

Reviewed & Adopted – 9 June 2026

1. Introduction

- 1.1 This Policy applies to all Tenants holding an Allotment Tenancy Agreement with Gainsborough Town Council at any Council-managed allotment site, including Foxby Hill, Love Lane, North Warren, Showfield and Spital Hill.
- 1.2 This Policy supports the enforcement of the conditions set out in the Allotment Tenancy Agreement and Schedule 1 (Conditions of Use).
- 1.3 This Policy applies to Council officers and Members involved in the management and administration of allotment tenancies.
- 1.4 While this Policy applies to all breaches, the Council will give due consideration to individual circumstances which may affect compliance, including, but not limited to, illness, injury, or bereavement, in line with good administrative practice.

2. What is a breach of Allotment Tenancy Agreement?

- 2.1 A breach occurs where a Tenant is **not duly observing the conditions of the tenancy**, including:
 - any clause of the Allotment Tenancy Agreement
 - any condition contained within Schedule 1
 - any relevant Council policy referred to within the Agreement
- 2.2 By signing the Allotment Tenancy Agreement and/or paying rent, the Tenant accepts and agrees to comply with all terms, conditions and policies forming part of the tenancy.

3. Breach Procedure and Enforcement

Initial Contact and Opportunity to Remedy

- 3.1 Where a breach is identified, the Communities Officer (or nominated officer) will normally attempt to contact the Tenant by telephone to discuss the breach and required remedial action.
- 3.2 Following contact, the Council will issue written confirmation summarising:
 - the nature of the breach
 - the action required to remedy it
 - the timescale for compliance, which will normally be up to twenty-eight (28) days.
- 3.3 Where telephone contact is unsuccessful, the Council will issue a Breach Notice by post or email in accordance with Clause 11 of the Agreement outlining the breach and required actions. Except where the breach is considered serious (see paragraph 3.9 and 3.10), the Tenant will normally be allowed up to twenty-eight (28) days to remedy the breach.

Failure to Remedy a Breach

- 3.4 If the Tenant fails to remedy the breach within the specified timescale, the Council may consider terminating the tenancy by re-entry in accordance with Clause 9 of the Allotment Tenancy Agreement. The matter will be discussed and determined by the Property and Services Committee at its next meeting.
- 3.5 Where the Committee determines that termination by re-entry is appropriate, the

Council will issue a Notice of Re-entry requiring the Tenant to remove all personal belongings from the Allotment Garden within twenty-eight (28) days.

- 3.6 Upon expiry of the Notice of Re-entry, the tenancy shall terminate by re-entry, and the Council may retake possession of the Allotment Garden.

Repeated Breaches

- 3.7 Where two (2) separate recorded breaches occur within a rolling twelve (12) month period, a further breach may result in the Council proceeding directly to a Notice of Re-entry. The matter will be discussed and determined by the Property and Services Committee at its next meeting. A recorded breach is a breach which has been confirmed in writing by the Council following investigation

Serious Breaches

- 3.8 In cases of a serious breach of the tenancy, including but not limited to:

- aggressive, threatening or abusive behaviour (verbal or physical)
- vandalism or theft
- illegal activity
- conduct causing serious nuisance or risk to others

the Council may proceed directly to termination by re-entry under Clause 9, following investigation by the Council and/or Police where appropriate.

- 3.9 Where the Committee determines that termination by re-entry is appropriate, the Council will issue a Notice of Re-entry allowing twenty-eight (28) days for the removal of belongings. Access to the site for this purpose may be supervised by a Council officer.

Rent Arrears

- 3.10 In accordance with Clause 9 of the Allotment Tenancy Agreement, the Council will terminate the tenancy by re-entry where rent remains unpaid for more than forty (40) days after the Rent Day.
- 3.11 Before terminating the tenancy for rent arrears, the Council will normally issue a reminder notice advising the Tenant of the outstanding amount and the potential consequences of non-payment.

Appeals

- 3.12 The Tenant may submit a written appeal against a Breach Notice or a decision to issue a Notice of Re-entry within seven (7) days of receiving written notice. Appeals must be sent either by email to townclerk@gainsborough-tc.gov.uk or by post to Richmond House, Richmond Park, Morton Terrace, Gainsborough, Lincolnshire, DN21 2RJ.
- 3.13 Appeals will be considered by the Property and Services Committee. All relevant correspondence will be provided to Members to support informed decision-making, together with any representations submitted by the Tenant.
- 3.14 The decision of the Property and Services Committee shall be final.