



RYDE
TOWN COUNCIL

NOTICE TO QUIT AND TERMINATION OF TENANCY POLICY

Please see terms for breaches of tenancy agreement and Notice to Quit policy. Ryde Town Council has written this policy to ensure that the tenant has every opportunity possible to rectify any breaches they have made and maintain the tenancy of their plot.

Descriptions of what is classed as a breach of contract can be found in the tenancy agreement as well as additional policies found on our website.

The Town Council understand that tenants may have periods of illness or find tending their allotment difficult for a variety of personal reasons. The Council are keen to support tenants, to avoid having tenancies terminated allotment holders are encouraged to contact the Council at the earliest opportunity if they are experiencing any difficulties. The Council will endeavour to support them to maintain their tenancy if they wish to retain their allotment.

1. TENANCY BREACHES

- 1.1 If upon weekly site inspections it is noticed that there may be a breach of tenancy agreement upon individual plots, a member of RTC will contact the tenant to open communication in the first instance to inform them of the breach and ask them to rectify within 28 days.
- 1.2 28 days following this a full plot inspection will be carried out, including photos. The plot holder will be informed of the date of this via the first contact as mentioned above.
- 1.3 If the breach has been rectified no further action will be taken at this point.
- 1.4 If upon inspection the breach is still outstanding, a further notice will be issued to the tenant. Giving 14 days to rectify. Failure to comply with this will result in a Notice to Quit being served.
- 1.5 Once a Notice to Quit has been served there will be no opportunity to revoke this. As stated in the tenancy agreement the tenant has 28 days to clear the plot of any personal belongings.
- 1.6 Any belongings left on the plot will be removed or passed on to the next tenant to re-use or recycle as appropriate.

- 1.7 If the plot requires additional work and clearance to rectify so that it is in a suitable state to re-let, the tenant will forfeit their deposit which will be used towards the cost of completing this.
- 1.8 Any large items that require disposal to the local waste management site will be removed by the council and the tenant may be charged for these costs.
- 1.9 If a tenant wishes to return the plot notice may be given by the tenant.

2. THIS TENANCY MAY ALSO BE ENDED IN ANY OF THE FOLLOWING WAYS:

1. By RTC giving the tenant 12 months' notice in writing.
2. By the Tenant at any time, giving prior written notice to RTC.
3. If the Tenant surrenders a plot part way through the year, no refunds will be given.
4. By re-entry by RTC at any time after giving 3 months' previous notice in writing to the Tenant on account of the allotment garden being required: for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision; or for building, mining or any other industrial purposes or for roads or sewers necessary in connection with any of those purposes.
5. By re-entry by RTC at any time after giving one month's previous notice in writing to the Tenant if the rent or any part of it is in arrears for not less than 40 days, whether legally demanded or not;
6. If it appears to RTC that
 - i. there has been a breach of the conditions and agreements on the part of the Tenant contained in this Agreement and provided that at least 3 months have elapsed since the commencement of the tenancy;
 - ii. the Tenant has not duly observed the rules affecting the allotment made by or in pursuance of the Allotments Act 1908. (around the rules of notice to quit)
7. By RTC, at its discretion, giving one month's notice if the tenant is resident more than one mile outside of RTC's boundaries.