

Desford Parish Council Allotment Rules

The purpose for these rules is to ensure the positive use of the Hunts Lane Allotment Site by encouraging effective, enjoyable and community minded food and flower growing.

These rules and conditions are made under section 28 of the Small Holdings and Allotment Act 1908 to 1950 and apply to all allotment tenants.

The Council's first priority is to achieve compliance with these rules rather than move to evict a tenant.

Tenants should work with the Council to address any concerns as soon as they arise. Tenants must be willing to enter into discussions to rectify any issues raised by the Council related to disputes and breaches to avoid, where possible, the use of formal notice periods.

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1. Application

1.1. These rules are made pursuant to Allotment Acts 1908 to 1950 and apply to all rented allotments.

2. Terms & Interpretation

In these rules the words used are to have the following meaning:

2.1. **Plot:** A plot of land that is let by the Council for the cultivation of herb, flower, fruit and vegetable crops. An allotment

2.2. **The Council:** Desford Parish Council

2.3. **Tenant:** A person who holds an agreement for the tenancy of an allotment.

2.4. **Site:** The premises defined by the Council as the land on Hunts Lane

2.5. **Rent:** The annual rent payable for the tenancy of an allotment.

2.6. **Tenancy agreement:** A legally binding written document which records the terms and conditions of letting, of a particular allotment(s), to an individual tenant.

2.7. **Haulage way:** A common route within the site for vehicular and pedestrian access to allotments.

2.8. **Cultivation:** Keeping the plot in good productive order by: the maintenance and improvement of soil; the control and prevention of weeds; the cultivation of ornamental plants, herbs, flowers, fruit and vegetable crops.

2.9. **Paths:** Dividing paths between allotments.

3. Tenancies & Sub-letting

3.1. The tenancy of an allotment is personal to the tenant named in the agreement. All Tenants must complete and sign a Tenancy Agreement

3.2. The tenant may not assign, sublet or part with possession or control of all or any part of their allotment.

4. Eligibility of Persons to be Tenants of the Allotments

- 4.1. Any person, over the age of 18 years, who at the time of the application to the Council for an allotment is resident in the Parish of Desford, shall be eligible to become a tenant of an allotment subject to the statutory provision that one person shall not hold allotments acquired under the above mentioned Acts exceeding five acres.
- 4.2. A chronological waiting list will be kept and allotments will only be let to residents of neighbouring parishes, over the age of 18, if there are no residents within the Desford Parish Council boundaries on the list.

5. Division of Land & Plot Numbering

- 5.1. The Parish Council shall prepare and maintain a plan of the allotment site showing each allotment and distinguish each allotment plot with a number

6. Rent

- 6.1. Rent is due at the commencement of the tenancy and annually by 1st January thereafter (unless otherwise stated in the Tenancy Agreement).
- 6.2. Rents are reviewed by the Parish Council each year
- 6.3. All tenants must complete and sign a Tenancy Agreement
- 6.4. The tenant must pay the invoiced rent within 30 days of the due date.
- 6.5. The rent year runs from January 1st until December 31st each year. Tenants taking up an allotment within the rent year will normally be invoiced for the remainder of the year with a pro rata amount.
- 6.6. A tenant may voluntarily relinquish their allotment at any time giving 14 days' notice or have their tenancy terminated for breach of the tenancy agreement before year end but no rebate will be payable.
- 6.7. The departing tenant shall remove all items and structures from their plot before the end of the tenancy unless written permission is obtained from the Council to leave them there. The Council will dispose of any such material not removed with the costs being borne by the tenant if this in excess of the £50 deposit.
- 6.8. Rent may be increased annually to coincide with the beginning of each new allotment year, provided that the Council takes reasonable steps to give at least 28 days' notice. From 2019 this will increase to 2 month's notice. This notice may be in writing to

individual tenants and/or displayed prominently at notice boards. Failure to give written notice to any individual tenant or failure on the tenant's part to read any information left on notice boards will not invalidate that, or any other, tenant's rent increase.

- 6.9. A deposit of **£50** is payable at the commencement of a tenancy. This will be returned on termination of the agreement, providing that the plot(s) has been left in good order

7. Cultivation Standards & Plot Inspections

- 7.1. A copy of the Parish Councils Plot Inspection Policy is appended to and forms part of these rules.
- 7.2. It is the responsibility of each tenant to read and adhere to the above mentioned policy.
- 7.3. By signing a tenancy agreement, the tenant is agreeing to abide by the above policy
- 7.4. The tenant shall maintain the allotment in line with the following standards:
- I. The area of each plot under cultivation should be no less than 75%. Cultivation includes the growing of crops and flowers, but not lawn or wildflower areas.
 - II. The remaining 25% of the allotment area is for sheds, storage or lawns.
 - III. Greenhouses/Poly tunnels and Compost bins/areas are included in cultivation areas.
 - IV. Weed seed-head removal takes place before the seed has set
 - V. Pernicious weeds e.g. couch grass, bindweed, creeping buttercup, nettles and ground elder or weeds whose growth is generated by tips coming into contact with the soil e.g. brambles, are removed
 - VI. Long grass or detritus that is likely to harbour slugs and snails (which may forage next door) should be removed
 - VII. Paths should be kept free of hazards to allow free and unimpeded access. Grass paths are trimmed.

8. Trees & Invasive Plants

- 8.1. Tenants must not, without consent of the Council cut or prune trees outside of their own allotment.
- 8.2. A maximum number of six (no.6) fruit trees are permitted on any individual allotment, unless otherwise agreed by the Council.
- 8.3. Invasive plants such as bamboo, all types of willow and fast growing conifers (including Christmas trees) are not permitted.

9. Pest Control

- 9.1. Any evidence of rodent (rat) activity on any allotment must be immediately notified to the Clerk.
- 9.2. The use of carpet is forbidden and plastic ground covering is discouraged as it can encourage rat activity
- 9.3. Tenants should take great care if baiting or when using traps to ensure that other species are not harmed.

10. Hedges & Ponds

- 10.1. Tenants are responsible for maintaining any hedge on or abutting their plot. They should be properly cut and trimmed. Hedge sides shall be trimmed at least once per year so as not to obstruct pedestrian or vehicular access.
- 10.2. Hedges should not be cut back hard during the bird nesting season, which runs from 1st March - 1st September, but seasonal growth can be trimmed.
- 10.3. No fast-growing conifers or invasive screening plants such as bamboo or willow may be planted as hedging on allotment land.
- 10.4. The maximum surface area for a pond is 1.5 square metres and will be no deeper than 50cm deep. The pond area will be included as part of the non-cultivated area.
- 10.5. Ponds must be temporary and should not be constructed out of concrete or any other hard landscape material. All ponds should be sited at least 2 metres distance from any haulage way or path. Tenants are advised to provide secure fencing.
- 10.6. The use of baths as ponds or for water storage is not permitted on safety grounds.

11. Plot Use & Storage

- 11.1. Tenants must use their allotment and any structures on it for their own personal use and must not carry out any business or sell produce from it (unless sold for the benefit of charity or the Council). Tenants may not use their allotment as a place of residence and/or sleep overnight.

- 11.2. The allotment is rented to the tenant for the purpose of cultivation of herb, flower, fruit and vegetable crops.
- 11.3. Only materials for use on the plot may be stored there, such as beanpoles, cloches, pots and netting for seasonal use.
- 11.4. Construction materials, paving and timber for infrastructure work must be used within 6 months.

12. Water, Bonfires & Other Restrictions

- 12.1. The use of sprinklers and hose pipes is prohibited.
- 12.2. Mains water will be available from March 1st to October 31st.
- 12.3. Any form of mains connected irrigation - be it open hose flood irrigation or seep hose irrigation - is forbidden.
- 12.4. Bonfires are permitted all year round.
- 12.5. All bonfires must be fully extinguished by 10.00hrs on weekdays. Bonfires shall not be lit between 10.00hrs – 18.00hrs on weekdays. Bonfires are allowed between dawn and dusk on Saturdays and Sundays.
- 12.6. Bonfires are permitted for the burning of un-treated or un-painted woody waste only. The burning of any other materials – such as plastics, tyres, carpet, MDF, laminated wood - is prohibited.
- 12.7. Smoke from a bonfire, which could be a nuisance to neighbours by interfering with the use and enjoyment of their allotment plot or property, or could affect the comfort or quality of life of the public, could result in action under the Environment Protection Act of 1990. Tenants who light a fire within 50ft (15.24m) of the centre of a highway may be guilty of an offence under the Highways Act 1980.
- 12.8. When lighting bonfires, tenants should provide a fire bucket, containing soil or sand, adjacent to where they light the fire.
- 12.9. Bonfires must be attended at all times until all material has burnt and the fire extinguished. Fires must be kept to a manageable size to ensure safe burning and a minimum of smoke production.
- 12.10. All potentially toxic materials should be removed from the allotment site and disposed of appropriately.

- 12.11. Tenants may not remove any mineral, sand, gravel, earth or clay from the allotment gardens without the written permission from the Council and with notification to the Council.

13. Waste Materials & Pollutants

- 13.1. Waste regulations apply to materials brought onto site by existing tenants.
- 13.2. Waste from external sources, including green waste, may not be deposited on the allotment or any other part of the site without the Council's permission.
- 13.3. The bringing on site of waste materials, such as tyres and carpet, is not permitted
- 13.4. The bringing on site and use of rubble and hardcore for paths and other forms of construction is prohibited. The creation of concrete pad footings for sheds or green houses, or concrete pads for paving, or any solid brick and cement structures is prohibited. Narrow concrete and brick footings will be allowed for a greenhouse and shed.
- 13.5. The use of glass bottles for any form of construction or raised bed is forbidden.
- 13.6. All non-diseased vegetative matter shall be composted and used on the tenant's allotment. Diseased plants and perennial weeds can be burned as laid out in Section 10.
- 13.7. In the event that a tenant is put on notice for excessive materials such as timber, metal, carpet or tyres being left on the plot, and if the tenant does not clear such materials, then the Council reserves the right to clear such materials and reclaim costs from the tenant.
- 13.8. If tenants witness someone illegally fly tipping rubbish onto allotment land they should contact the Parish Clerk – Contact details are at the end of this document

14. Structures & Fences

- 14.1. Sheds shall be included within the 25% area allowed for non-cultivation. Poly tunnels, glasshouses and fruit cages will be included within the cultivated area.
- 14.2. Any structure on the allotment must be temporary and maintained in safe order with an appropriate external appearance and condition. If the Council is not satisfied with the state of the structure, this will be subject to an improvement notification. If no successful conclusion has been reached, the Council reserves the right to remove the structure and charge the cost to the tenant.

- 14.3. Tenants may put up one shed and no more than two greenhouses (including poly-tunnels) on their plot. Permission from the Council is required for poly tunnels, with tunnel size and layout agreed.
- 14.4. Any structures erected on the allotment shall not be made from hazardous materials (e.g. asbestos) and the colour shall be in keeping with the natural environment.
- 14.5. The maximum permitted size of a shed is 10 feet x 8 feet
- 14.6. All new structures must be adequately secured to the ground to prevent uplift.
- 14.7. All structures must be kept within the boundary of the allotment and must not be constructed over underground utilities (e.g. water supply pipes).
- 14.8. Solid fences adjacent to neighbours' plots should not exceed 1 metre in height and wire and trellis fences should not exceed 1.5 metres in height.
- 14.9. The tenant shall not use barbed wire for any fence.

15. Paths & Haulage Ways

- 15.1. Paths within allotments must be kept free from flowering weeds and long overgrown grass that exceeds 15cm (over 6 inches high).
- 15.2. All allotments must have an access path to the right-hand side. This is defined as when a person is facing the designated allotment from the main haulage way, their right-hand side is to be the access path
- 15.3. Paths should be wide **enough to allow the easy passage of a wheelbarrow**
- 15.4. Access paths, outside of the allotment and between two or more allotments must be maintained, and kept cut, clipped and weed free by the tenant whose plot lies to the west; paths must be kept clear of obstructions at all times.
- 15.5. Whilst car parking or vehicle access is permitted on the allotment site, the tenant must ensure that all haulage ways have free access for other users.
- 15.6. Haulage ways must not be obstructed - or parked on - by vehicles. Haulage ways may be parked upon for loading and unloading only. Vehicles which frequently and persistently block haulage ways may be barred from the allotment site, at the discretion of the Council.

16. Dogs

- 16.1. Dogs must not be brought onto allotments or any part of the site unless they are kept on a short lead or otherwise kept within the confines of the owner's allotment at all times.
- 16.2. Tenants will ensure their dogs do not persistently bark or harass allotment tenants.
- 16.3. Dog owners must remove dog waste from the allotment site.
- 16.4. The burial of any pets or animals on any allotment land is strictly forbidden.

17. Poultry, Pigeons & Other Livestock (hereafter called "Livestock")

- 17.1. The keeping of livestock or equine on the allotment site is prohibited.
- 17.2. Bee keeping may be allowed at the discretion of the Council.

18. Observance of Rules

- 18.1. A breach of any of these Rules may lead to a Notice of termination.
- 18.2. Tenants must comply with any reasonable or legitimate directions given by the Council in relation to the allotment site.

19. Disputes and Harassment

- 19.1. Disputes with the Council or another tenant should be notified to the Parish Clerk
- 19.2. In the case of two tenants having an unresolved dispute and no one party can be proven as being in breach of any site rules then the Council reserves the right to end the tenancy of both parties.
- 19.3. The Council and tenants are expected to comply with the Council's policies in respect of harassment and discrimination.
- 19.4. Tenants must not discriminate against, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or disadvantaged by any condition which cannot be shown to be justified.

- 19.5. No tenant must cause another tenant harassment, alarm or distress. Any use of violence or threats of violence or damage to another's property will be grounds for immediate termination of tenancy and possible prosecution.
- 19.6. Complaints about harassment are, in the first instance, to be referred to the Council which will investigate the matter. If the complaint is satisfied at that point then the matter will end there. The complainant will be able to respond within one month of the decision with reasons. If the complainant is not satisfied then both parties within one month of the decision may lodge all papers and evidence relating to the matter with the Council for a decision.

20. Site Safety & Duty of Care

- 20.1. Tenant's plots, the allotment site or any structures thereon may not be used for any illegal, immoral or anti-social purpose. Tenants found to have committed an illegal or immoral act will be subject to immediate tenancy termination.
- 20.2. Tenants, even when not on site, have a duty of care to others on the allotment site or adjacent to it. This includes visitors, trespassers, other tenants, themselves and wildlife. This is particularly relevant in relation to:
- i. The timing and usage of mechanical equipment such as trimmers and rotovators, and the means to power them. Tenants should only bring sufficient fuel onto the plot for their requirements and take away any fuel left over
 - ii. The prevention of obstruction of paths and haulage ways
 - iii. The sturdy construction of any structures or features on the plot
 - iv. The safe application and storage of pesticides (including weed killers and fertilisers), where manufacturer's recommended application and storage methods, rates of use and other precautions must be adhered to and containers disposed of safely.
 - v. The safe storage and usage of tools
 - vi. Removal of broken glass and other hazardous materials, such as asbestos, in a safe and timely manner
 - vii. Security and maintenance of structures on your plot
- 20.3. It is the tenant's duty to inform the Council of any accelerants stored on their plot – in case of fire, this information will be supplied to the Fire Brigade before they tackle the fire in question
- 20.4. Unsafe working will be seen as a breach of these rules, and may result in immediate termination of tenancy. The tenant shall be liable for any damage or injury caused by unsafe working practices.
- 20.5. Tenants may not bring, use or allow the use of barbed or razor wire on the allotment.

- 20.6. Tenants bringing a vehicle onto the site must drive with due care and attention and should not exceed 5mph.
- 20.7. It is a requirement that tenants hold public liability insurance and provide proof of this when taking and renewing their annual tenancy.
- 20.8. Children are welcome, but must remain on their own family's plot and be supervised at all times

21. Site Security

- 21.1. All tenants and authorised persons must lock the security gates on departure to prevent access by unauthorised persons or animals. This applies even if the gate is found to be already unlocked on arrival/departure.
- 21.2. The main entrance gate must be closed when leaving site
- 21.3. The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotment. Tenants are advised not to store any items of value on the allotment, and to insure and mark any items kept at the allotment. Tenants should report incidents of theft and vandalism to the Council and the police

22. Unauthorized Persons & Visitors

- 22.1. Only the tenant, or a person authorised or accompanied by the tenant, is allowed on the site.
- 22.2. The Council may order any unauthorised person on the site in breach of these rules to leave immediately.
- 22.3. The tenant is responsible for the behaviour of pets, children and adults visiting the allotment. In an instance where a visitor breaches site rules then the tenant will be held equally responsible.
- 22.4. A tenant's plot(s) are not suitable for large private gatherings of 12 people or more. The playing of amplified music by tenants is forbidden.
- 22.5. Children (under 16) are only allowed onto the allotments under the supervision of the tenant. The Council and other tenants cannot be deemed responsible should an accident occur.

23. Vehicles, Tents & Caravans

- 23.1. Motor vehicles may not be parked overnight or deposited on the allotment. Caravans and live-in vehicles are not permitted on any allotment land.
- 23.2. Overnight erection of tents, yurts and other temporary structures, as well as overnight camping, are not allowed on allotment land.

24. Change of Address & Notices

- 24.1. Tenants must immediately inform the Council, in writing, of changes of address or status.
- 24.2. Notices to be served by the Council on the tenant may be:
 - i. Sent to the tenant's address in the Tenancy Agreement (or as notified to the Council under these rules) by post, registered letter, recorded delivery or hand delivery; or
 - ii. Served on the tenant personally; or
 - iii. Placed on the plot
- 24.3. Notices served under paragraph 24.2 will be treated as properly served even if not received.
- 24.4. Written information for the Parish Council should be sent to the address below.

25. Tenancy Termination

- 25.1. The tenant may terminate the tenancy at any time by giving 14 days notice in writing to the Council. If a tenant decides to stop cultivating an allotment part way through the year, they must notify the Council so that the allotment may be let to a new tenant without delay.
- 25.2. The Council may terminate plot tenancies in line with agreed notice periods if the tenant is in breach of any of these rules or their tenancy agreement.
- 25.3. The Council may terminate plot tenancies by giving one month's notice to quit if rent is in arrears for 14 days or more (whether formally demanded or not).
- 25.4. The Council may terminate plot tenancies with immediate effect:

- i. On the death of the named tenant (it is at the Parish Council's discretion if they wish to offer the plot in question to the deceased tenant's family member in the first instance before reverting to the waiting list)
- ii. If the Parish Council believes the tenant to have committed an illegal, violent or dangerous act, which brings the site or Council into disrepute

26. Signatory

I have been provided with a copy of the Council's Allotment Rules and have read the same in line with the Tenancy Agreement. I agree to abide by these Rules:

Tenant (Individual or Group):

Name of signatory on behalf of Group (if applicable):

Plot Number(s):

Signed:

Date:

The foregoing Rules are hereby made by the Parish Council of the Parish of Desford under the hands and seals of:

Signed (Chairman)

Name:

Signed (Clerk to the Council)

Name:

Date:

27. Parish Council Contact Details

Parish Clerk
Desford Parish Council Office
Desford Library
Main Street,
Desford
Leics LE9 9JP

tel: 01455 822993
email: clerk@desfordparishcouncil.co.uk

Appendix 1

Desford Parish Council Plot Inspection Policy

It is the policy of Desford Parish Council to ensure that the Hunts Lane Allotment site is maintained in a workable condition and to provide plot-holders with a safe and secure site.

Through plot inspections, the Allotments Working Group will identify issues of non-cultivation and weed infestation as well as other issues which contravene the allotment rules, adversely affect other plot-holders and which may pose a danger to the plot holder and visitors to the site.

It is the duty of every allotment holder to maintain their plot by cultivating crops, controlling weeds, maintaining any plot structures and cloches and removing rubbish. This policy will be reviewed annually.

Plot Standards:

- The area of each plot under cultivation should be no less than 75%. Cultivation includes the growing of crops and flowers, but not lawn or wild flower areas. This leaves 25% of the allotment area for sheds, storage or lawns. Greenhouses/Poly tunnels and Compost bins/areas are included in cultivation areas.
- Weed seed-head removal should take place before the seed has set
- Pernicious weeds (e.g. couch grass, bindweed, creeping buttercup, nettles and ground elder or weeds whose growth is generated by tips coming into contact with the soil e.g. brambles) should all be removed.
- Long grass or detritus that is likely to harbour slugs and snails (which may forage next door) should be removed
- Paths should be kept free of hazards to allow free and unimpeded access. Grass paths should be trimmed.
- Storage of household rubbish or building materials is not allowed.

Frequency of Plot Inspections

Inspections will normally be carried out on the first Tuesday of each month or as close to this date as practicable.

Inspections will be carried out each month **except:**

- October
- November
- December
- January
- February
- March

Implementation

The Allotments Working Group consists of 3 Parish Councillors and up to 4 plot-holders. At least two members of the working group, to include, at all times a Parish Councillor member, will be present at each inspection. Set criteria will be used to establish the condition of each plot. Plot holders whose plots do not meet these standards will be informed in writing or through e-mail about the issue(s) which need to be addressed, the action to be taken and the time scale by which it has to be addressed.

Tenants are expected to read and understand the Allotment Rules as these rules govern the inspection process.

- If there is a good reason as to why you cannot work your plot then it is important that you let the Council know.
- If the Council is satisfied that there are good reasons as to why a tenant cannot comply within the timescale, measures will be taken by the Council to ensure that the plot(s) affected do not become a nuisance to other plot holders.

Options available if the plot-holder feels that the plot is too much for them to manage:

Option 1 – You can resign your plot

Option 2 – You can plot share. If available, a person from the waiting list will be invited to share your plot with you. You will work in partnership with and support each other.

Option 3 – You ask to keep your plot. You may have a reason for not utilising it and now wish to start using it. Please contact the Chairman of the Allotment Working Group to put forward your plan of recovery with timescales attached.

Clerk Contact Details:

Parish Clerk
Desford Parish Council Office
Desford Library
Main Street
Desford
Leics LE9 9JP

Telephone: 01455 822993

Email: clerk@desfordparishcouncil.co.uk

FAQ's

Allotment Inspections – When to expect them and how they work

The Inspection Procedure

Allotment inspections are vitally important in ensuring the Parish Council manages the allotments effectively and safely. Tenants do not need to feel anxious about inspections as they are central to how the Council monitors and maintains the quality and safety of the allotment site.

For the spring, summer and autumn (typically April to October) the site will be inspected every month.

What will the inspecting personnel look for when they inspect each plot?

Cultivation – We will initially look at the entire plot to see that the majority of the plot is being cultivated and cropped. If it is not, or if large areas have been left unworked, then this will likely lead to the tenant receiving a letter. The allotment rules specify that 75% of the plot is cultivated.

Seasonality will be taken into account when the inspections take place. At mid-summer, most of the plot should be used for growing crops. Plots mostly covered in plastic or mulch will be liable for notice, as may a plot given over mainly to cut grass. During the autumn and winter months, we will be looking to see that plots which have become weedy in the late summer are being cleared and improved; however this does not mean you need to be sowing crops.

Generally if you are using the winter months to improve your plot by clearing waste and increasing cultivation, then this will be taken into account.

Weed Control - We will look at the level of weed growth on the plot, paying particular attention to seeding weed plants. We will also look at uncontrolled areas of perennial weeds such as brambles, nettles and rank unmanaged grass. Where there are large areas of weeds a letter will be issued.

Waste and Rubbish - We will also look at the level of waste on the plot. The tenant is expected to keep the materials they bring onto their plot to a minimum. Materials such as double glazing, timber, doors, tyres and building or landscaping materials are of particular concern. Any items of household furniture, as well as material that may break down and pollute the soil, or pose a health and safety hazard will also lead to a letter being issued.