



**Clackmannanshire  
Council**

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Comhairle Siorrachd  
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**Housing Service**

**Rechargeable Repairs Policy**

**August 2025**



## Version Control

Title:	Rechargeable Repairs Policy
Date Issued:	2025
Date Effective From:	21/08/2025
Version Number:	V.2025
Document Type:	Policy
Author/Service:	Housing Service – Policy Officer
Authorised by and Date of Approval:	Ratified by a Meeting of Clackmannanshire Council on 21/08/2025
Contact:	Housing Business Management Team
Policy Review Date	21/08/2028



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## **1. Scope of the Policy**

Clackmannanshire Council aims to recover any costs of repairs from current or former tenants where the repair is the tenant's responsibility under the terms of Clackmannanshire Council's Scottish Secure and Short Scottish Secure Tenancy Agreements, and Clackmannanshire Council's Temporary Tenancy Agreement.

The Rechargeable Repairs Policy provides a framework by which costs arising from works to the property may be recharged to the tenant where the required repairs are a result of the tenant's, members of the tenant's household, or invited visitors' direct or indirect actions. The policy will help to ensure that the Council's housing stock is well maintained, safe, secure as well as support the effective management of the Housing Revenue Account (HRA).

This policy and the recharge of repairs sits alongside and supports the aims of Clackmannanshire Council's Housing Repairs Policy and should be read in conjunction with Clackmannanshire Council's Scottish Secure and Short Scottish Secure Tenancy Agreements, as well as Clackmannanshire Council's Temporary Tenancy Agreement.

## **2. Aims of the Policy**

This policy aims to:

- Ensure that Clackmannanshire Council has a clear, concise and accessible policy for rechargeable repairs;
- Deal with rechargeable repairs and the process for the recovery of costs in a consistent way;
- Consistently seek to ensure compliance with the conditions of Clackmannanshire Council's Tenancy Agreement;
- Help prevent further damage to council properties once defect has been identified and maintain the quality of the Council's housing stock;
- Aid in the task of providing an efficient, cost effective and affordable repairs service that provides value for money to Clackmannanshire Council and its tenants.

## **3. Legal Framework**

The Rechargeable Repairs Policy follows the terms set out in the Repairs, Maintenance, Improvements and Alterations to the House section within Clackmannanshire Council's Scottish Secure and Short Scottish Secure Tenancy Agreements.

The Council will ensure that this policy adheres to all applicable requirements under relevant legislation and gives due regard to statutory guidance. Guidance may be sought within:

- Housing (Scotland) Act 2001



- Scottish Secure Tenants (Right to Repair) Scotland Regulations 2002

#### **4. Council's Responsibilities**

The Council is responsible for maintaining the tenant's home as set out in the Tenancy Agreement. It is responsible for repairing and maintaining the structure and the exterior of the property as well as any installations within the property which are provided by the Council. The Council will carry out repairs or other work necessary to keep the property in a liveable, wind and watertight condition which is reasonably fit for human habitation.

All repairs will be completed within a reasonable time frame after the Council becomes aware that repairs need to be completed, meeting the required repair standards and using good quality materials.

Under the Right to Repair Scheme, certain repairs will be carried out within legally specified timescales.

#### **5. Tenant's Responsibilities**

The tenant is responsible for reporting any arising issues, damage, or required repairs to the property to the Council as soon as they are discovered.

The tenant is also responsible for taking reasonable care of the property and all fittings and fixtures within it as set out in the Tenancy Agreement. This includes carrying out all repairs and maintenance which are not part of the Council's responsibilities such as keeping the property reasonably clean, repairing and maintaining improvements made by the tenant, replacing lost or broken keys or broken locks and adequately heating and ventilating the property.

Where the tenant is provided with accommodation on a temporary basis under Clackmannanshire Council's Temporary Tenancy Agreement, the tenant is not permitted to make any alterations to the accommodation and must take care and prevent damage to the accommodation, as well as the decoration, furniture, fixtures and fittings and communal areas of the accommodation.

#### **6. Conditions for Recharges**

In some instances, the tenant will be responsible and may be charged for any costs associated with required repairs or other works to the property and/or any fixtures and fittings within it which the Council carries out on behalf of the tenant. This includes the tenant's home, garden (including walls and fences) or any of the common parts of the block.

These works are called rechargeable repairs and may occur where:



- The damage is caused by wilful, accidental or negligent actions and inactions by the tenant, or members of the tenant's household or invited visitors to the property. This may include, but is not limited to, lock changes following the loss of keys, deliberate damage to doors, internal floors, walls or ceilings, replacing missing internal doors removed by the tenant, damage to bathroom sinks, unkept or overgrown gardens.
- The tenant has made changes to the property without the Council's permission and the Council asserts its right to carry out works to restore the property to its previous condition during/at the end of the tenancy.
- The Council had to force entry where the tenant has failed to provide access to the property for legally required repairs and inspections after having been given sufficient notice. The tenant may be charged for the cost of the forced entry, lock change and any other associated costs.
- The outgoing tenant has left the property in a state of disrepair, or the tenant fails to remove their belongings, and the Council must carry out works because of this to bring the property back to an acceptable standard before re-letting.
- The tenant has missed an appointment for repairs without a reasonable cause and has not notified the council in advance. The tenant may be charged for the cost of the call-out associated with the missed appointment.
- The tenant has requested an out-of-hours emergency appointment, but the attending tradesperson has assessed the repair and determined that the nature or severity of the issue has been inaccurately described by the tenant and does not constitute an emergency repair. The tenant may be charged for the costs associated with the out-of-hours call out.
- The tenant has caused damage to the accommodation or decoration, furniture, fixtures and fittings within the accommodation, or has removed any furniture, fixtures and fittings belonging to the Council, where the tenant is provided with accommodation under the Council's Temporary Accommodation Agreement.

For information on the list of standard rechargeable repairs and the associated costs, please see appendix 1. Please note that the list is not exhaustive.

## **7. Exceptions to Charging**

The tenant will not be responsible for carrying out repairs and will not incur costs resulting from the damage caused to the property and/or any fixtures and fittings within in it in the following circumstances:

- Fair wear and tear;
- Vandalism or criminal damage which was reported to Police Scotland and the Council as soon as it is discovered, with the crime reference number obtained and checked;



- Damage occurring because of domestic violence, harassment or hate crime which has been reported to the Council;
- There is a duty of care to secure and protect the health and safety of the tenant, such as forcing access to the property by emergency services.

Each individual case will be determined based on its own merit.

## **8. Assessing Responsibility for Repairs**

Where the tenant reports any required repairs, the Council will assess and advise the tenant whether the repairs are the responsibility of the tenant or the Council.

In response to an out-of-hours request, following an initial telephone assessment, the tradesperson will assess the required repair upon visiting the property and determine whether it is the tenant's responsibility and if it is rechargeable.

If the tenant is responsible for any repairs, they will be advised of any associated costs in advance of carrying out the required repairs.

In some cases, a repair may only be identified as rechargeable following the repair being carried out (such as in the case of an emergency repair carried out during out-of-hours and only after inspection by the tradesperson).

If the rechargeable repair is not deemed to be an emergency, the tenant has an opportunity to complete the repair themselves within 28 working days. On completion, an inspection will be carried out to confirm that the repair is completed and is to an acceptable trade standard. If the repair is not completed or is not to an acceptable standard, the Council will carry out any further required repairs and charge the tenant with the associated costs of such work.

If further information is required or where a technical decision has to be made regarding the repair, the Council may carry out an inspection before proceeding with the repair.

Where rechargeable repairs are identified following the termination of the tenancy, the outgoing tenant may be charged for the costs. All recharges will be pursued within the Council's capacity to do so and with the aim of maximising the amount of debt recovered and minimising the amount of debt being written off. Recovery action will be taken in line with the Council's Sundry Debts Policy.

## **9. End of Tenancy Rechargeable Repairs**

Where a tenant decides to terminate their tenancy, they must leave the property in good condition as set out in their tenancy agreement. The Council defines good condition to mean,



broadly, that the property has been left in an acceptable standard, is safe, secure, and in a good state of repair and decoration.

The Council will conduct a pre-termination inspection to assess the condition of the property and identify any outstanding repairs. This inspection provides the outgoing tenant with an opportunity to complete any repairs that are the responsibility of the tenant before the tenancy ends.

Rechargeable repairs may also be identified after the termination of the tenancy. In such cases, the outgoing tenant may be charged for the associated costs. This applies to repairs that were not apparent during the pre-termination inspection but become evident once the property is vacated.

If the outgoing tenant leaves the property in disrepair, fails to remove their belongings, or causes damage, the Council will carry out the necessary work to restore the property to an acceptable standard before re-letting, the tenant may be recharged for these costs.

Where the tenant is residing in temporary accommodation under the Council's Temporary Accommodation Agreement, the tenant may be recharged for the removal of any furniture, fixtures and fittings belonging to the Council.

## **10. Rechargeable Repair Costs**

Before the repair work is carried out, the tenant will be reminded of their repairs and maintenance responsibilities (set out in the Tenancy Agreement) and will be provided with a list of charges, indicating the costs for and the types of rechargeable repairs. The tenant may be recharged for the full cost of the repairs. Charges are based on current repair costs, including material and labour costs for standard rechargeable repairs. Costs are reviewed annually.

In cases of emergency and out-of-hours repairs, an additional call-out charge may be made.

In cases where the tenant has missed a pre-arranged repairs appointment or does not allow access for the repair, an additional service charge may be made.

Before the repair works start, the Council will make attempt to ensure that the tenant signs a repair cost agreement, which acknowledges the tenant's responsibility for repairs, and includes the details of the rechargeable repair items to be completed and estimated costs associated with the work.

The Council recognises that in certain circumstances, it may not be practical or possible to obtain a tenant's signature before proceeding with rechargeable repair works. In such instances, and where the repair is of a non-emergency nature and does not constitute an immediate risk or danger to the tenant, surrounding neighbours or the property, the Council will issue a written notice to the tenant requesting that they complete the works within a reasonable timeframe.





If the tenant fails to carry out the works despite being given sufficient notice, the Council reserves the right to undertake the necessary work and recharge the tenant for the full cost of the associated repairs.

Where the identified rechargeable repairs are of non-emergency nature, the Council will aim to secure the full payment in advance of the works proceeding. Where a full pre-payment is not possible, a deposit for works may be sought.

## **11. Rechargeable Repair Payments**

An invoice outlining the costs due to be paid will be issued to the tenant within 10 working days of the repair being completed. The tenant has 28 days to settle the invoice or make suitable arrangement to settle the invoice.

In some circumstances, repayment of charges in full may cause financial difficulties for the tenant. In such cases, the Council will aim to establish an affordable payment plan with the tenant.

If the tenant fails to settle the invoice in full, or fails to keep to an agreed payment plan, the Council may seek recovery of the full recharge debt and any costs associated with the recovery action.

## **12. Equal Opportunities and Diversity**

Clackmannanshire Council is committed to the elimination of unlawful discrimination, advancing equality of opportunity and fostering good relations between people.

The Council believes that equality of opportunity should be a guiding principle in all of its activities. The Council aims to ensure that its commitment to equality is embedded in all council services and in the organisations that it funds.

In accordance with the Equality Act 2010, the Council is actively working towards the elimination of policies and practices that discriminate unfairly on grounds including age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race including colour, nationality, ethnic or national origin; religion or belief; sex; and sexual orientation.

## **13. Privacy Statement**

Clackmannanshire Council must adhere with its legal obligations under Data Protection Legislation as set out in the Data Protection Act 2018 and UK General Protection Regulation (GDPR).



In order to provide the required and/or requested services, the Council will collect, store and process relevant personal information or data.

Personal information may also be shared with other partner agencies and organisations.

Personal information will be kept securely, as long as required by law and/or by specific service requirements. Once the data is no longer required, it will be securely disposed of. The Council has a Record Retention Schedule which sets out the period of time and reasons for keeping particular records. The Retention Schedule is available on request.

Under the Data Protection Act 2018 and the Freedom of Information (Scotland) Act 2002, individuals have the right to access personal information and data held about them by Clackmannanshire Council as well as the right to access information from records held by the Council.

To submit a Subject Access or Freedom of Information request, please follow [the link](#).

To make a complaint in relation to the Council's handling and processing of personal data and information, please contact the [Information Commissioner's Office](#).

For further information on Clackmannanshire Council's data protection practices, please visit the Council's [Data Protection Statement](#). For the Council's Data Protection Policy, please follow the [link](#). For further information on freedom of information laws, please visit the [Scottish Information Commissioner webpage](#).

## **14. Complaints**

If the service user is dissatisfied with the provided services and/or the standards of service, please follow the Council's Complaints Procedure. Complaints can be made in person, in writing, by email or online. For further information on the Complaints Procedure and how to make a complaint, please visit the [Council's Complaints Procedure webpage](#).

If the service user remains dissatisfied with the final decision or the way the complaint has been handled following the Council's Complaints Handling Procedure, they can make a complaint to the Scottish Public Services Ombudsman (SPSO) by completing a [complaints form found online](#) or calling on 0800 377 7330.

For further information on how to make a complaint to SPSO, please visit the [SPSO website](#).

## **15. Monitoring and Reviewing**

The policy will be continuously monitored to ensure that it is performing efficiently against the aims set out in the policy.

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The Council will review and evaluate this policy every 3 years to ensure the adherence to the relevant legislation and statutory guidance as well as changes in organisational practices and policies.



## 16. Appendix 1. Standard Rechargeable Repairs Costs 2025/26\*

Repair Item	Cost Inc. VAT	Work Required (Tick as appropriate)	Tradesman Initials
Gain entry and change locks (day time)	£50		
Gain entry and change locks (out of hours)	£157		
Install temporary door	£500		
Supply and fit UPVC door	£1,500		
Replace internal pass door	£110		
Board up window (day time)	£90		
Board up window (out of hours)	£135		
Replace glass window (depending on size and type of window)	£175 - £300		
Replace wash hand basin	£100		
Replace WC (toilet)	£200		
Replace bath	£100		
Clear internal & external choke	£60		
Clear internal & external choke (out of hours)	£80		
Replace damaged smoke detector	£90		
Cut grass or hedge (per hour rate)	£38		
Clear property (internal or external)	£Variable		
Replace temporary accommodation items	£Variable		

\*Please note that the list of repair items is not exhaustive and that costs are reviewed annually.