
Report to: Clackmannanshire Council.

Date of Meeting: 21 August 2025.

Subject: Housing Policies: Damp and Mould Policy, Housing Repairs Policy, Rechargeable Repairs Policy, Westhaugh Pitch Allocations Policy & Homelessness Applicant Area Choice.

Report by: Strategic Director (Place)

1.0 Purpose

1.1. This report outlines the work undertaken to develop and review Housing Policies within the following areas -

- Damp and Mould,
- Housing Repairs,
- Rechargeable Repairs,
- Westhaugh Pitch Allocations,
- Homelessness Applicant Area Choice.

1.2. These policies underpin the Council's commitment to maintaining its housing stock and travelling persons site to the latest required standards and in line with current legislation, ensuring homes are safe, secure, and well-maintained for tenants.

1.3. The policies also ensure that there is clarity in situations where the Service may seek to recover the cost of repairs where applicable, and, in reference to homelessness, provide an efficient and effective service to our homelessness waiting list applicants.

2.0 Recommendations

2.1. It is recommended that Council:

- 2.1.1. Approve the Housing Damp and Mould Policy (attached as Appendix 1)
- 2.1.2. Approve the Housing Repairs Policy (attached as Appendix 2),
- 2.1.3. Approve the Housing Rechargeable Repairs Policy (attached as Appendix 3),

- 2.1.4. Approve the Westthugh Pitch Allocations Policy (attached as Appendix 8),
- 2.1.5. Approve the proposed amendments to the existing Housing Allocations Policy to enable changes in the allocating of properties to homeless waiting list applicants (as noted in section 4.40 to 4.48).
- 2.1.6. Note the child-friendly, plain English summary versions of the policies in line with the UNCRC requirements for all public bodies to present information in an accessible format for all children and young people (attached as Appendices 4,5 and 6).

3.0 Background

- 3.1. The attached policies were developed following consultation with tenants and our Registered Tenant Organisations (RTOs).
- 3.2. Policies relating to damp and mould and repairs/rechargeable repairs were consulted on via an online survey carried out on Citizens Space from 15th May to 15th June 2025. Online and in person sessions were also held with the Clackmannanshire Tenants and Residents Federation (CTRF) and the Sauchie Community Group. The feedback from the tenant and RTO consultations is attached as Appendix 7.
- 3.3. In developing the allocations policy for Westthugh the housing service engaged and consulted with site residents and worked in partnership with representatives from the Minority Ethnic Carers of People Project (MECOPP), a national charity supporting Gypsy/Traveller communities across Scotland. The Service value the contribution of MECOPP in the consultation process and in supporting residents through the wider process of site redevelopment works.
- 3.4. The final policies were developed with recognition of the consultation responses received.

4.0 Considerations

Damp and Mould

- 4.1. From 1 April 2025, the Scottish Housing Regulator (SHR) introduced new reporting requirements for Damp and Mould, with the data collected being presented within the 2026/27 Annual Return on the Charter (ARC). The new indicators are as follows:
 - Average length of time taken to resolve cases of damp and/or mould by case,
 - Percentage of cases of damp and/or mould resolved during the reporting year that were reopened by cause,
 - Number of open cases of damp and/or mould at the year end.

- 4.2. This information is actively being collected and the data used to help improve our understanding of the prevalence and recurrence of damp and mould across the Council's housing stock, it is also useful for benchmarking performance against other social landlords.
- 4.3. To proactively manage damp and mould issues the Service is embarking on a 12-month pilot involving over 60 properties, which will trial the use of IoT air quality sensors designed to monitor environmental conditions that contribute to damp and/or mould within properties. The technology aims to support early identification of a risk of damp and/or mould, enabling proactive investigation and maintenance, as well as promoting tenant-led maintenance through the knowledge and understanding of property use and operation.
- 4.4. The pilot's success will be assessed against outcomes such as tenant satisfaction, reduction in reactive repairs, improved maintenance planning, and cost efficiencies. Subject to positive evaluation, a wider rollout of sensor technology will be considered throughout the Council's housing stock.
- 4.5. With increasing scrutiny and concern over damp and mould within Scottish social housing, a clear and formalised policy is necessary to outline how the Council will respond and take appropriate remedial action to address such issues.
- 4.6. The Damp and Mould policy sets out reporting methods for tenants and details the Council's responsibilities toward investigation, response and remedial action relevant to the type and severity of the damp and/or mould issue.
- 4.7. Priority will be given to vulnerable households at enhanced risk of suffering negative impacts arising from prolonged exposure to damp and/or mould, such as households with children, those who are pregnant, or those with a medical condition which could be exasperated by damp and mould.
- 4.8. Whilst the Council acknowledges that damp and/or mould cases may result from structural issues outside of tenant control, tenant behaviours can also contribute to condensation, damp and/or mould issues.
- 4.9. Accordingly, tenants will be provided with the appropriate advice and support and guidance information on how best to control and manage condensation, including how and when to ventilate and heat a property. This will be done via various mediums of communication, in person, on-line and over the phone.
- 4.10. The Housing Service has improved its available online resources with additional information on managing damp now available on the Council's website and through informational leaflets to be distributed. All new tenants will also receive this information as part of their tenancy sign-up packs.
- 4.11. The Service continue to work closely with the Council's Home Energy Advice Team who can offer free and impartial energy advice and fuel poverty service.

Housing Repairs

- 4.12. The previous Housing Repairs Policy has been reviewed and updated to ensure continued alignment with current legislation, national guidance, service priorities, and tenant expectations.
- 4.13. The revised policy supports our aim to deliver a high quality, reliable, efficient and cost-effective responsive repairs service that ensures effective maintenance of the Council's housing stock and provides tenants with a safe, secure and comfortable living environment
- 4.14. The Housing Repairs Policy follows the terms set out within Clackmannanshire Council's Scottish Secure and Short Scottish Secure Tenancy Agreements.
- 4.15. The Policy outlines how the Council categorise repairs works and sets out that the responsibility for repair work lies with both the Council and the tenant.
- 4.16. The Policy also outlines the tenants' rights under the "Right to Repair Scheme" to have small urgent repairs carried out within legally prescribed timescales (as per the Housing (Scotland) Act 2001) and the potential for compensation to be paid to tenants should repairs not be completed in time.
- 4.17. In 2024/25 financial period, the Council carried out a total of 13,409 repairs (6,337 emergency repairs and 7,072 non-emergency repairs) with an overall tenant satisfaction rating of 91.56%. The updated policy aims to strengthen tenant understanding of the Council's approach to managing repairs.

Rechargeable Repairs

- 4.18. The Housing Service aims to ensure that robust process exists for recharging tenants the cost of works undertaken where these are deemed to be because of damage caused by the tenant/or are deemed to be the responsibility of the tenant.
- 4.19. The Policy provides the framework by which the service will progress to obtain payment for re-chargeable repairs either up front and in advance of repair or alternatively post repair (i.e. if the repair is an emergency repair).
- 4.20. In all circumstances, repairs responsibility will be assessed case by case, and where tenant liability is determined, the tenant will be notified of the associated costs in advance (where possible).
- 4.21. Before the repair works start, the Council will seek to obtain from the tenant a signed agreement for the repair cost, which acknowledges the tenant's responsibility for repairs, and includes the details of the rechargeable repair items to be completed and the costs associated with the work.
- 4.22. Where the identified rechargeable repairs are of non-emergency nature, the service will aim to secure the full payment in advance of the works proceeding. In some circumstances, repayment of charges in full may cause financial difficulties for tenants. In such cases, the service will seek to establish an affordable repayment plan with the tenant.

- 4.23. More information on the recovery of costs associated with rechargeable repairs can be found within the Policy document attached as Appendix 3, Sections 10 and 11.
- 4.24. To provide some context, over the past two financial years there have been a combined total of 349 rechargeable repairs undertaken at a cost of £35,598, these costs have not yet been recovered.
- 4.25. In order to reduce the requirement for follow on recovery action, it is proposed that methods be explored to obtain upfront payment for rechargeable repairs. The service will work with trade union colleagues to explore the potential for trades operatives to utilise mobile handheld devices to obtain upfront payment of rechargeable repair costs at the time of works being undertaken.
- 4.26. The below table (contained within Section 16 of the Policy) lists the various standard rechargeable repairs items and the costs associated with these for 2025-26. This list is not exhaustive and there may be (dependent upon circumstances) other repairs deemed to be re-chargeable. The schedule of standard rechargeable items and the costs associated will be reviewed annually.

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, costs are reviewed annually.

Tenancy Termination Incentive Scheme

- 4.27. The Housing Service intends to trial a tenancy termination incentive scheme which aims to encourage outgoing tenants to leave the property in satisfactory condition and avoid time consuming void property clearance and repair works.
- 4.28. The scheme will involve pre termination inspections with the outgoing tenant asked to commit to permitting access for necessary standard repair works to take place ahead of the property being returned to the Council. Crucially those repairs must be found to be in sound condition at time of return of the property by the tenant to the Council.
- 4.29. To qualify for the incentive, tenants will have demonstrated a clear effort to return the property in good condition and as a minimum fulfilled the following criteria:
- A pre-termination visit has been undertaken and the tenant has agreed to the Council carrying out early, pre-termination repairs.
 - Any repairs undertaken are noted (at time of termination of the tenancy) to be in sound and adequate condition with no deterioration as a result of tenant damage/neglect.
 - All Pre-payment fuel cards/keys are left in the property.
 - Gas and electricity meters are left debt-free.
 - The property is left secure, clean, tidy and in good condition, with all furniture, fittings and personal belongings removed.
 - Where applicable and as reasonable, the garden is left in a neat and tidy condition.
 - All door/window/outbuilding/store keys are returned to the Tenancy Management Team.

- 4.30. A monetary reward will be issued to the outgoing tenant after the keys have been returned to the Service and the final void inspection is signed off without any issue. Where the outgoing tenant owes the Service an outstanding debt, the incentive reward will be deducted from the final rent account and any remaining balance will be paid to the tenant
- 4.31. It is hoped that incentivisation of tenants will help to achieve a reduction in the volume of repair works required during void period, reduce void property turnaround times, reduce void rent loss and ultimately enable a greater number of properties to become available earlier for new tenant sign up.
- 4.32. This initiative will be trialled and if successful, a long-term rollout of the scheme may be considered.

Westhaugh – Pitch Allocations

- 4.33. In 2022, Clackmannanshire Council secured funding from the Scottish Government to support the redevelopment of the Westhaugh Gypsy/Traveller site, which had reached the end of its useful life. The redevelopment will replace the existing amenity blocks with larger, modern facilities designed to meet the cultural needs and current living patterns of the Gypsy/Traveller community. Additionally, the site will feature improved communal areas, a new community hub, and enhanced landscaping to promote safety and community cohesion.
- 4.34. The community hub will provide a useful space for the housing service to facilitate pro-active in person communication and engagement with residents, providing information and dealing with any issues that may arise. In addition, the service will seek to work with other Council services and third party providers to provide tailored support to residents where required and as appropriate, the hub will play a key role in facilitating this support.
- 4.35. This policy (attached as Appendix 8) aims to ensure that the allocation of pitches (on the newly redeveloped site) progresses in a manner that is accessible, consistent, efficient, and easily understood. It also seeks to be culturally appropriate and sensitive to the specific needs of Gypsy/Traveller households.
- 4.36. The Council operates a bands and points-based system for assessing applicant's need. Depending on the assessed need, the applicant will fall into one of four bands and will be awarded with the highest number of points available based on their housing need (greater detail is provided on this within Section 3.2 of the policy document, attached as Appendix 8).
- 4.37. When a pitch becomes vacant, the Council will offer the pitch to the applicant assessed as having the highest priority need taking into consideration local connection. Applicants in band 1 will be considered first, followed by bands 2 and 3 and band 4 respectively. Applicants in band 4 will only be considered once band 1, 2 and 3 have been exhausted. Applicants with a local connection will be given preference. Applicants must have a caravan at the point of sign up and provide evidence of this.

- 4.38. Existing residents to the site (who have been decanted during the process of redevelopment works) will be assisted in the process of being allocated a site pitch ahead of returning to their home.
- 4.39. This policy will be reviewed in future in parallel with the Council's general Housing Allocations Policy to ensure consistency and alignment across related policies and procedures.

Homelessness Applicant Area Choice.

- 4.40. Under the Housing (Scotland) Act 1987, as amended by the Homelessness etc. (Scotland) Act 2003, Scottish local authorities have a statutory duty to provide accommodation for applicants who are assessed as homeless or threatened with homelessness.
- 4.41. As part of the homelessness assessment, applicants are asked about their future and expected household's needs and preferences. Currently applicants must select three geographical allocation areas (from within the 7 in the County) where they would be willing to be permanently re-homed. In exceptional circumstances fewer areas will only be considered if there are specific support needs.
- 4.42. This practice is a reduction from the requirement that applicants needed to select all allocation areas up to around 2013/14. It is presumed that due to no specific Council policy decision being established, that this was a management alteration based on customer feedback and data analysis.
- 4.43. In 2024/25 the refusal rate for offers of permanent accommodation was 44%, an increase from the previous year. Refusals are time consuming for officers and trade staff conducting viewings and, in most cases, lead to an appeal being submitted which has to be reviewed by a Senior Housing Officer. A number of applicants, when refusing an offer, reference that they only chose a particular area as they had to pick three and did not actually want to live in that area where they had received an offer.
- 4.44. It is therefore recommended that, in line with the current council allocation policy (where applicants require to select only one area), that homeless applicants be allowed to select a minimum of one geographical area for permanent rehoming. However, applicants for homelessness can choose more than one geographical area should they wish. This should lead to a reduction in refusals, eliminate waste in the process and hopefully lead to increases in the sustainment of tenancies.
- 4.45. The impact of such a change, whilst beneficial, may mean some applicants face an increase in the wait time for an offer of permanent housing, especially for higher demand areas. However, those selecting multiple areas may be housed or receive an offer for consideration more quickly.
- 4.46. If approved, amendment will be made to the existing Housing Allocations Policy (Section 10.5) to state that "Homeless applicants who refuse an offer of permanent accommodation may have their case reviewed to determine whether the offer was reasonable. This is in accordance with Section 31(2) of the Housing (Scotland) Act 1987 and the Scottish Government's Code of Guidance on Homelessness. If the offer is deemed reasonable, the Council

will consider its statutory duty discharged. In such cases, the applicant will be required to vacate any temporary accommodation provided by the Council.”

- 4.47. Changes will be made as required to the homelessness persons application form and applicant checklist and Housing Officers will contact all current homeless applicants to update their applications.
- 4.48. The Service will monitor and track future data on refusals, time in temporary accommodation, and tenancy sustainment to measure impact.

5.0 Sustainability Implications

There are no sustainability implications.

6.0 Resource Implications

Financial Details

The full financial implications of the recommendations are set out in the report. This includes a reference to full life cycle costs where appropriate. Yes ☒

Finance have been consulted and have agreed the financial implications as set out in the report. Yes ☒

Staffing

There are no staffing implications from this report.

7.0 Exempt Reports

Is this report exempt? Yes ☐ (please detail the reasons for exemption below) No ☒

8.0 Declarations

The recommendations contained within this report support or implement our Corporate Priorities and Council Policies.

(1) Our Priorities (Please click on the check box ☒)

Clackmannanshire will be attractive to businesses & people and ensure fair opportunities for all. ☒

Our families; children and young people will have the best possible start in life ☒

Women and girls will be confident and aspirational and achieve their full potential. ☒

Our communities will be resilient and empowered so they can thrive and flourish. ☒

(2) Council Policies

Complies with relevant Council Policies Yes ☒

9.0 Equalities Impact

Have you undertaken the required equalities impact assessment to ensure that no groups are adversely affected by the recommendations? Yes ☒

10.0 Legality

It has been confirmed that in adopting the recommendations contained in this report, the Council is acting within its legal powers. Yes ☒

11.0 Appendices

Appendix 1. Housing Damp and Mould Policy

Appendix 2. Housing Repairs Policy

Appendix 3. Housing Rechargeable Repairs Policy

Appendix 4. Housing Damp and Mould Child-Friendly Policy Summary

Appendix 5. Housing Repairs Child-Friendly Policy Summary

Appendix 6. Housing Rechargeable Repairs Child-Friendly Policy Summary

Appendix 7. Housing Policy consultation feedback

Appendix 8. Westhaugh – Pitch Allocations Policy

12.0 Background Papers

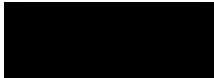
Have you used other documents to compile your report? (All documents must be kept available by the author for public inspection for four years from the date of meeting at which the report is considered).

Yes No ☒
(please list the documents below)

Author(s)

NAME	DESIGNATION	TEL NO / EXTENSION
Murray Sharp	Service Manager (Housing)	5113
Andrew Buchanan	Team Leader Housing Business Management	5169

Approved by

NAME	DESIGNATION	SIGNATURE
Kevin Wells	Strategic Director – Place	



**Clackmannanshire Council
Housing Service
Damp and Mould Policy
August 2025**



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1. Scope of the Policy

Clackmannanshire Council is committed to ensuring that its housing stock is well maintained, safe, secure and compliant with the Scottish Housing Quality Standard (SHQS), and that tenants live in warm, comfortable, safe and secure homes that are free from damp and mould. The Council recognises the negative impacts that damp and mould can have on tenants' health and well-being, and as such aims to respond to any damp and mould concerns raised by tenants quickly and effectively.

Clackmannanshire Council's Damp and Mould Policy provides a framework of how the Council will aim to prevent, respond to and manage any damp and mould concerns within Council-owned properties and any communal areas. This Policy should be read in conjunction with Clackmannanshire Council's Scottish Secure and Short Scottish Secure Tenancy Agreements.

2. Aims of the Policy

The policy aims to:

- Outline how the Council will respond to and implement a proactive and early intervention approach in the management of any damp and mould issues within Council properties;
- Outline how the Council plans to help prevent the occurrence of damp, mould, and condensation in Council properties by maintaining and improving the condition of Council housing;
- Outline the Council's and Tenants' responsibilities in responding to and managing any damp, mould and condensation issues;
- Support tenants to resolve any damp and mould issues and provide them with comprehensive advice on managing and controlling damp and mould within their homes;
- Provide clarity and improve collaborative working with Council tenants to resolve issues relating to damp, mould, and condensation.

3. Types of Damp

There are different causes of damp and mould which may require different solutions:

Penetrating Damp occurs when water enters the property through the external structure of the building, or where internal leaks cause damp, rot and damage to internal surfaces and structure.

Rising Damp is caused by moisture from the ground rising up through the fabric of the building, after being absorbed from the surrounding ground.

Condensation occurs when warm, moist air touches cooler surfaces such as tiles or windows. Condensation is often caused by high levels of moisture in the air, combined with poor ventilation and usually leads to moisture on walls, windows and ceiling if left untreated for a long period of time.



Environmental conditions that can increase the risk of condensation and subsequent damp and mould include, but are not limited to:

- Insufficient ventilation;
- Inadequate heating;
- Insufficient loft insulation;
- High humidity;
- Property overcrowding.

4. Council's Responsibilities

The Council is responsible for maintaining the tenant's home as set out in Clackmannanshire Council's 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. This includes carrying out repairs relating to water penetration, rising dampness and condensation.

The Council will ensure that sufficient internal staffing resources are in place to effectively and efficiently respond to any issues of condensation, damp and/or mould concerns reported by tenants.

Where relevant and appropriate, the Council may undertake works to assist in managing and controlling damp and condensation such as the installation of extractor fans, upgrading heating systems and undertaking additional energy efficiency measures.

The Council will seek to maintain its housing stock to an acceptable standard so that tenants can heat their homes to a reasonable temperature and at a reasonable cost, this will aid in reducing instances of condensation and mould issues. Tenants will be offered appropriate advice and guidance on how to prevent and manage damp in their homes, such as improving ventilation and maintaining appropriate heating.

5. Tenant's Responsibilities

In line with Clackmannanshire Council's Tenancy Agreement, Council tenants are responsible for reporting any arising issues, damage, or required repairs to the property, including reporting any signs of damp and/or mould as soon as they are discovered as well as faulty equipment that may affect the effective management of moisture in the home, including faulty extractor fans or issues with the heating system.

Tenants must provide the Council with access to their property for any inspection and repair works following adequate notice. Tenants are also responsible for taking reasonable care of the property and all fittings and fixtures within it as set out in the Tenancy Agreement, including adequately heating and ventilating the property.

Tenants should follow guidance provided by the Council on preventing the build-up of condensation and mould.

6. Prevention and Guidance to Tenants in Managing Damp and Mould

Before the start of their tenancy, tenants will receive information on how to effectively manage and prevent condensation, damp and mould in their home.

To prevent mould and damp from becoming an issue which would require further intervention, tenants should:

- Maintain a warm living environment, between 18 and 21 degrees Celsius;
- Keep rooms well-ventilated and open windows, do not cover any air vents;
- Use extractor fans and close kitchen and bathroom doors when the rooms are in use to prevent the steam from escaping;
- Use lids on pans when cooking;
- Leave gap between furniture and walls;
- Regularly clean all vents and extractor fans to prevent build-up of dust and blockage;
- Wipe down any moisture and condensation from surfaces, including windows and sills;
- Do not dry clothes indoors unless the room is isolated and well ventilated.

The tenants should also regularly check for any issues. Signs of damp and mould can include:

- Damp and musty smell;
- Mould or mildew on walls, floor or ceilings;
- Excessive condensation on windows;
- Walls, floors or ceiling that feel cold or damp.

The Council is committed to ensuring effective systems are in place to prevent and address issues related to damp, mould, and condensation. To support this, the Council is adopting innovative technologies designed to identify and mitigate potential problems. This includes the trialling of indoor air quality monitors and smart sensors to measure humidity and CO₂ levels and identify areas that may be at risk of damp.

The data collected by these sensors will provide real-time insights into the condition of properties, enabling more proactive and predictive maintenance. This approach allows for better planning and informed decision-making to support tenants and protect their homes, and prevent any damp and mould issues from escalating.

At the stage where tenants move out and properties become void, the Council will conduct an inspection to assess the condition of the property. Any required repair and remedial works will be carried out, including addressing any damp, mould or condensation issues before re-letting the property to address the issue and reduce the risk of damp and mould from returning.



7. Tenant Support

Clackmannanshire Council recognises that some tenants may struggle to keep their homes warm, leading to damp and mould issues. In such circumstances, tenants will be provided support and guidance where possible and referred to the Council's [Home Energy Advice Team](#) who can offer free and impartial energy efficiency advice and a fuel poverty service for tenants struggling to pay their energy bills or where there are issues with energy supply.

If damp and mould is caused by overcrowding, the Council will support the tenant by exploring alternative housing options and will assist the tenants with applying for a tenancy transfer in line with Clackmannanshire Council's Allocations Policy, where appropriate and where the tenant wishes to do so.

8. Reporting Issues

Tenants should report any condensation, damp and/or mould issues and concerns as soon as they are noticed or identified. Reports can be made using the following methods:

- Online using the [online contact form](#);
- By calling the Repairs Centre on 01259 452000;
- Directly to their Housing Officer.

When making a report, tenants should provide as much detail as possible, including:

- The extent and the location of the problem;
- Information about any children in the household;
- Any medical or health concerns of any members of the household.

Timely and accurate reporting allows the Council to assess and address issues quickly, and take action to prevent further damage to the property, as well as reduce health risks associated with damp and mould.

9. Responding to Reports

Once a report is received, the Repairs team will assess the urgency of the concern. Priority will be given to households with young children, pregnant individuals or those with a medical condition which could be exasperated by damp and mould.

Once at the property, a dedicated Council Officer will then carry out an initial, non-intrusive survey to assess and determine the extent of the damp and mould issue. If further investigation is required or the problem is deemed significant, an external contractor will conduct a more detailed survey to identify the extent of the issue and the required remedial action.



10. Remedial Action

Remedial action will depend on the type, severity and the extent of the condensation, damp and/or mould issue. Actions may include, but are not limited to:

- Advice and information to tenants on how to manage condensation and mould, including steps to improve ventilation and heating;
- Installing additional insulation or ventilation;
- Applying damp-proofing treatments to walls.

In severe instances of damp and mould within the property, the Council may temporarily decant the tenant to another property whilst the necessary works are being carried out.

Clackmannanshire Council is committed to addressing condensation, damp, and mould concerns promptly, ensuring that repairs are done effectively to prevent recurrence. Resolution timescales may depend on the severity and the extent of the issue.

11. 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.

12. 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](#).

13. 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](#).

14. Monitoring and Reviewing

The policy will be continuously monitored to ensure that it is performing efficiently against the aims set out in the policy as well as against the new damp and mould indicators linked to the Scottish Social Housing Charter.

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.



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Housing Service
Housing Repairs Policy
August 2025**



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1. Scope of the policy

Clackmannanshire Council is committed to ensuring that its housing stock is well-maintained, safe, secure and compliant with the Scottish Housing Quality Standard (SHQS), and that tenants live in warm, comfortable, safe and secure homes by delivering a high quality, efficient and effective responsive repairs service to tenants.

Clackmannanshire Council's Housing Repairs Policy provides a framework for how the Council will deliver responsive repairs to its housing stock. Responsive repairs are defined as repairs carried out in response to the tenant notifying of a problem or defect with their home.

The Housing Repairs Policy should be read in conjunction with Clackmannanshire Council's Scottish Secure and Short Scottish Secure Tenancy Agreements, Clackmannanshire Council's Damp and Mould Policy and Rechargeable Repairs Policy.

2. Aims of the policy

The overall aim of this Policy is to deliver a high quality, reliable, efficient and cost-effective responsive repairs service that ensures effective maintenance of the Council's housing stock and provides tenants with a safe, secure and comfortable living environment.

The specific aims of the policy are to:

- Comply with all legal and statutory requirements;
- Recognise a commitment to repairs being carried out "right the first time" and that they meet established target timescales;
- Ensure that the repairs service offers value for money to both the Council and its tenants;
- Ensure that the Council meets its repairing obligations in full;
- Ensure that tenants are aware of, and are supported in understanding, their rights and responsibilities in relation to housing repairs.

3. Legislative Framework

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

The Council will ensure that this policy adheres to all legislative requirements under relevant legislation and gives due regard to statutory guidance. The rules and regulations governing the Council's responsibilities in relation to carrying out repairs is set out in the following legislation:

- Gas Safety Management Regulation 1998
- Housing (Scotland) Act 1987
- Housing (Scotland) Act 2001
- Housing (Scotland) Act 2006



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 timeframe 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. For further information, please see section 10 'Right to Repair Scheme.'

5. Tenant's Responsibilities

In line with Clackmannanshire Council's Tenancy Agreement, tenants are responsible for reporting any arising issues, damage, or required repairs to the property to the Council as soon as they are discovered. Tenants must provide the Council with access to their property for any inspection and repair works following adequate notice given in writing.

Tenants are 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 (after having sought agreement where applicable to install such improvement), replacing lost or broken keys or broken locks and adequately heating and ventilating the property.

In some instances, the tenant may be charged for any costs associated with required repairs to the property and to any fixtures/fittings within it which are deemed to be the tenant's responsibility and which the Council carries out on behalf of the tenant. For further information on rechargeable repairs, please see Clackmannanshire Council's Rechargeable Repairs Policy.

6. Repair Categories

The Council categorises repairs based on urgency, ensuring that the most critical issues are addressed first. Repairs are grouped into the following categories:

6.1 Emergency Repairs

Emergency repairs are defined as repairs which are necessary due to a threat or danger to health and safety, or where there is a risk of serious loss or damage to the property. Emergency repairs include, but are not limited to:



- Total failure of central heating systems;
- Loss of water, gas or electric supply;
- Significant water leaks from internal or external sources such as burst pipes.

Appointments for emergency repairs will be made within 8 hours of the repair being reported or by the next day. The Council will aim to complete the full repair during this visit. If this is not possible, a temporary repair will be carried out to make the property and the tenants safe, with any follow-up repair works arranged.

In response to an out-of-hours request, the attending tradesperson will assess the reported issue to determine whether it qualifies as an emergency repair. If the nature or severity of the issue has been inaccurately described and/or where the works are assessed to be the responsibility of the tenant, the tenant may be recharged the costs of works in line with the Council's Rechargeable Repairs Policy.

6.2 Non-emergency repairs

All other responsive repairs are classed as non-emergency or routine repairs. Examples of non-emergency repairs include, but are not limited to:

- Minor leaks and overflow;
- Superficial damage to floors, walls, ceilings;
- Faults in the central heating system;
- Non-emergency electrical issues.

An appointment for non-emergency repairs will be made within 20 working days of the repair being reported. However, the individual response timescales will depend on the urgency and nature of the repair reported as well as the right to repair timescales (Appendix 1).

In certain circumstances, the urgency of a repair and its response timescale may be flexible and subject to re-categorisation, which includes (but is not limited) to preventing non-urgent repairs (such as a minor water leak) from escalating to a more serious issue. Re-categorisation may also take place where the tenant has specific special need or identified vulnerabilities such as older people or individuals with medical needs.

6.3 Planned Maintenance Works

Planned maintenance includes large-scale internal or external upgrades carried out across multiple properties. These are not classified as reactive repairs but are delivered as part of a scheduled programme of works. Planned maintenance works include, but are not limited to:

- Kitchen replacements;
- Electrical upgrades;
- Window replacements;



- Roof and render works.

All planned maintenance works are identified ahead of time. Planned works are scheduled based on property condition, stock condition survey data and the established life cycle component replacement schedules currently in use. Tenants and any affected neighbouring residents will be notified in advance of works starting and be provided with relevant information as required to allow them to prepare for works commencement.

7. Reporting Repairs

In line with the Tenancy Agreement, tenants are required to report repairs that are the responsibility of the Council as soon as reasonably possible to prevent further damage to the property and ensure that the property does not fall into disrepair.

When reporting a repair, the tenant should provide the Repairs Team with:

- Their name and address;
- Details of the required repair;
- Any areas of vulnerability or impairment that may be adversely affected by the reported repair issue or that which may affect the arrangement of the appointment.

Before the repair visit, tenants must ensure that the following measures are taken to allow safe and effective access for Council staff to carry out the repair:

- An adult over the age of 16 is present during the visit;
- Clear and tidy the area around the repair to make it accessible. This may include, but is not limited to lifting carpets, laminate flooring, clearing work surfaces, moving furniture;
- Let the Council know in advance of anything that may stop Council staff gaining access to the property or to the area around the fault;
- Keep pets away from staff or representatives when they enter the home.

7.1. Emergency Repair

The Council operates a 24/7 emergency repairs service. Emergency repairs cannot be reported online. To report an emergency repair, the tenant must contact the Housing Repairs Team on **01259 452000**.

7.2. Non-emergency Repair

Non-emergency repairs can be reported by visiting a local Council Office, emailing the Housing Repairs Team at repairs@clacks.gov.uk or completing the [online contact form](#). They may also be called in to the Housing Repairs Team on **01259 452000**.



7.3. Gas Leaks

In the event of a suspected gas leak, the tenant must immediately turn off the gas supply, open windows and contact SGN on 0800 111 999.

The tenant must then contact the Housing Repairs Team on 01259 452000 to report the leak, confirm that SGN have been contacted, and advise that the gas supply has been turned off.

8. Responding to Repairs

Upon receiving a repair request, a Repairs Officer will assess:

- The urgency of the repair;
- Whether the repair is a qualifying repair covered by the Right to Repair scheme and whether the tenant has been informed of this;
- Whether the responsibility lies with the Council or the tenant in line with the Rechargeable Repairs Policy;
- Whether further technical inspection is required.

8.1. Repairs appointment

Where appropriate, non-emergency repairs will be completed by appointment agreed with the tenant, or alternatively, a person reporting the repair on the tenant's behalf, within the relevant target timescale.

There are currently 2 appointment categories:

- Morning. Between 8.00am and 12.00pm
- Afternoon. Between 12.30pm and 4.00pm (excluding Friday)

If the repair is no longer required or the appointment time is inconvenient, the tenant should contact the repairs centre to cancel or rearrange the appointment. Failure to do so may result in a charge made to the tenant in line with the Rechargeable Repairs Policy.

8.2. Exceptions to scheduling appointments

In some instances, the tenant may not be given an appointment at time of reporting the non-emergency repair. This includes, but is not limited to the following circumstances:

- Council staff do not need access to the property to carry out the work;
- A larger repair is needed that will involve work by more than one trade.
- An inspection is needed to determine the work required.



In such circumstances, the Housing Repairs Team will contact the tenant to schedule the repair works once the necessary resources have been allocated and suitable arrangements in place.

8.3. Inspection visits

In certain circumstances, a Repairs Officer may need to carry out an inspection before proceeding with the works where there is a need for further information and/or technical decision has to be made regarding the repair. If an inspection is required, an appointment will be arranged with the tenant. The tenant will be informed if no repair is necessary following the inspection.

8.4. Refusal to carry out repairs

Council staff will always adhere to the Council's Health and Safety Policy when carrying out repairs, and will follow all relevant procedures and guidelines. Please note that there may be cases where Council staff may not be able to carry out the works or may reserve the right to refuse to undertake the repair. This includes, but is not limited to the following circumstances:

- There are people smoking to excess within the property;
- People within the property are engaging in antisocial behaviour;
- The operative fears for their personal safety;
- The tenant has failed to clear and tidy the area around the repair and the Council staff cannot gain access to the area around the fault.

9. Allowing access for repairs

In line with the Tenancy Agreement, the tenant is responsible for providing access to their property for any required repairs and inspections.

Where possible, the Council will provide reasonable notice requesting access to and will aim to carry out repairs by appointment, except for emergency works.

If the tenant does not provide access or has missed an appointment for repairs without a reasonable cause, the tenant may be charged for the cost of the call-out associated with the missed appointment.

10. Right to Repair Scheme

Under the Housing (Scotland) Act 2001, tenants have the right to have small urgent repairs carried out within legally prescribed timescales. If not completed in time, tenants may be entitled to compensation.

To qualify for the Right to Repair scheme, the repair must:

- have an estimated value of £350 or less;



- be a 'qualifying repair'. For the full list of qualifying repairs and the associated timescales, please see appendix 1.

At the time of reporting, the Repairs Team will advise the tenant if the repair is a qualifying repair covered by the Scheme.

The Right to Repair will not apply if the cost of the repair exceeds £350 and/or where the Council has been unable to gain access for inspection or for the repair to be carried out. In such circumstance, the tenant will need to make a new repair request and/or start the right to repair process again, or the repair will need to be re-categorised.

10.1. Compensations

If the Council has started but not completed the qualifying repair within the legally prescribed timescale, the tenant will be entitled to compensation of £15.

If the Council has not started the repair within the timescale, the tenant has the right to approach an alternative contractor nominated by the Council to carry out the repair, and the tenant will be entitled to £15 compensation.

The alternative contractor has the same length of time to carry out the repair as the Council's main contractor. If they do not carry out the repair within the timescale, the tenant will be entitled to another £3 compensation for each working day until the repair has been completed, up to a maximum payment of £100 for any one repair. If the tenant is in arrears or owes money to the Council, any compensation due will first be used to pay these debts with any remainder issued to the tenant.

11. Exceptional circumstances

In certain circumstances, it may not be possible to carry out the repair within the prescribed timescales. This could be due to factors such as severe weather conditions or delays in sourcing parts from suppliers.

In such cases, the Council may need to make temporary arrangement and extend the maximum time to complete the repair. The Council will notify the tenant if there is a need to do this, and an appointment will be offered as soon as the parts become available.

12. Gas Safety

The Council must carry out annual inspections of gas appliances to ensure all appliances are in safe working order. The Council will send a letter to tenants advising when the next gas service is due and will arrange a convenient appointment to access the property. If the proposed date is unsuitable, tenants must contact the Council to rearrange.



The tenant must allow access to their property for this work. If the Council cannot obtain access to a property after three attempts and the tenant has not made contact, the Council may force entry to the home. In such cases, the tenant may be liable for the cost of the forced entry, lock change, and any other associated charges.

Tenants who wish to install or replace their own gas heating system must obtain written permission from the Council beforehand. Any new gas appliance must be installed by a qualified and registered gas engineer.

Once installed, the appliance will be inspected by the Council and will then be included in the Council's future planned programme of maintenance and servicing (as required). If the tenant wishes to take the appliance with them at the end of their tenancy, the tenant must obtain a written permission from the Council in advance.

13. Circumstances where repairs service may be restricted

In certain circumstances, the Council may limit a tenant's access to the repairs service if the repair is not of an emergency nature. This will be as a last resort, and only after the tenant has been advised of this in writing. The repairs service may be restricted in circumstances where:

- The tenant, family or visitors pose a risk of violent or abusive behaviour towards Council staff or representatives;
- The tenant makes persistent and unreasonable demands for repairs which are not required, or are a result of malicious damage or wilful neglect;
- The home is scheduled for demolition;
- The fault reported is included in a planned maintenance programme to be completed in the next 12 months and there is no immediate risk or danger posed to the tenant.

14. 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.

15. 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](#).

16. Complaints

If the tenant 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 tenant 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](#).

17. Monitoring and Reviewing

The Council will monitor its performance in delivering the commitments set out in this policy through a range of key performance indicators. This will include assessing how effectively target



timescales are being met, alongside several indicators linked to the Scottish Social Housing Charter.

To ensure a high standard of workmanship, the Council will carry out post-inspections on a random sample of completed repairs. These inspections will cover work undertaken by both Council officers and sub-contractors.

The Council will also actively seek tenants' views through customer satisfaction surveys. The feedback gathered will help to identify any issues with the repairs service and inform future improvements.

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.



18. Appendix 1. Qualifying repairs under the Right to Repair Scheme and the associated timescales

Type of Repair	Timescales (days)
Blocked flue to open fire or boiler	1
Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house	1
Blocked sink, bath or basin	1
Electric Power	
• Loss of electric power	1
• Partial loss of electric power	3
Insecure external window, door or lock	1
Unsafe access to a path or step	1
Significant leaks or flooding from water or heating pipes, tanks, cisterns	1
Loss or partial loss of gas supply	1
Loss or partial loss of space or water heating where no alternative heating is available	1
Toilet not flushing where there is no other toilet in the house	1
Unsafe power or lighting socket, or electrical fitting	1
Water Supply	
• Loss of water supply	1
• Partial loss of water supply	3
Loose or detached banister or handrail	3
Unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or bathroom not working	7

PLACE – Housing Service
Kilncraigs, Greenside Street, Alloa FK10 1EB
01259 45000



**Clackmannanshire
Council**

www.clacks.gov.uk

Comhairle Siorrachd
Chlach Mhanann



Clackmannanshire Council
Housing Service
Rechargeable Repairs Policy
August 2025



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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.

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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](#).

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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.



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.

PLACE – Housing Service
Kilncraigs, Greenside Street, Alloa FK10 1EB
01259 45000



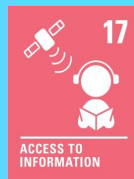
**Clackmannanshire
Council**

www.clacks.gov.uk

Comhairle Siorrachd
Chlach Mhanann

Damp and Mould Policy

Child-Friendly Version

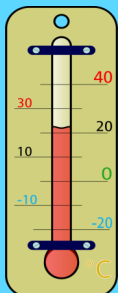


We want everyone to live in homes that are warm, safe, and dry. Damp and mould can make people feel unwell, so we work hard to fix problems quickly.

Damp happens when too much moisture gets into your home. It can come from rain or leaks, wet ground under the house, or steam from cooking or showers.



We will fix problems with damp and mould in your home. We will make sure homes are easy to heat and ventilate, give advice to help you keep your home dry, use smart tools to spot damp early, and help families who need extra support.



You can help stop damp and mould by keeping your home warm (between 18–21°C), opening windows and using fans, keeping furniture away from walls, using lids when cooking, wiping away moisture from windows and walls, and not drying clothes indoors unless the room is well-ventilated.

Look out for signs of damp and mould like a musty smell, black or green spots on walls or ceilings, wet windows, and cold or damp walls.

If you see damp or mould, tell us. Tell us where the problem is and if anyone in your home has health issues. We will try to fix the problem quickly and properly. How long it takes depends on how serious the problem is.



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Chlach Mhanann

Housing Repairs Policy

Child-Friendly Version



We want to make sure your home is safe, warm, and comfortable. If something breaks or needs fixing, we have a team ready to help. If you see something wrong in your home, like a leak or a broken heater, you should tell us as soon as you can. We will come and fix it. If you smell gas, turn it off, open the windows, and call **0800 111 999** right away!



There are two kinds of repairs that we can help with.

Emergency repairs are very important and need to be fixed quickly. These include things like having no heating or water, or something that could be dangerous. **Non-emergency repairs** are less urgent. These might be things like a dripping tap or a broken tile. They still need to be fixed, but they don't need to be done right away.



Sometimes, we plan larger jobs to improve homes. This could be putting in new kitchens, windows, or other upgrades. If your home is going to be improved, we will let you know before we start.



You also have some responsibilities to help keep your home in good shape. You should tell us if something is broken or needs fixed. You need to let workers into your home so they can carry out repairs. It's also important to keep your home clean and tidy so that repairs can be done safely and easily.

We will try to fix things quickly and properly, using good tools and materials.



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Council

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Comhairle Siorrachd
Chlach Mhanann

Rechargeable Repairs Policy

Child-Friendly Version



We want to make sure all homes are safe, clean, and nice to live in. Sometimes things break or get damaged, and this policy helps explain who should fix them and when, and who has to pay for the works.



We will fix big things like walls, roofs, and pipes we installed. We will do this as quickly as we can and use good materials. You need to tell us if something breaks in your home. You also need to take care of your home – keep it clean, don't damage things, and make sure it's warm and let fresh air in.



If something is broken or messy, you might have to pay for it. This includes things like lost keys, broken doors, or messy gardens. If you change something in your home without asking, we might change it back and charge you.



If you don't let us in to do important checks or repairs, and we have to break in, you might have to pay for that too. If you're moving out, you need to leave the home clean and in good shape. If not, we will fix it and send you the bill.

You won't have to pay if the damage wasn't your fault – like if someone else broke it and you told the police and us.



If you do have to pay, we will tell you how much it costs. If you can't pay all at once, we can help you set up a payment plan. But if you don't pay, we might take action to get the money back.



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Appendix 7 – Policy Consultation Feedback

Damp and Mould, Housing Repairs and Rechargeable Repairs Policies. Online Survey Findings

To support the development of Clackmannanshire Council's Damp and Mould, Housing Repairs, and Rechargeable Repairs policies, an online consultation was carried out via Citizen Space between 15 May and 15 June 2025.

The consultation focused on key policy indicators, service standards, and tenant experiences with repairs and related services. Promotion of the survey included outreach to internal stakeholders, local Registered Tenant Organisations (RTOs), the Council website, and the Council's social media platforms. A total of 42 responses were received, of which 36 were from Council tenants.

Damp and Mould Policy

1. Experience and Impact

Nearly half of all respondents (20 out of 42) reported experiencing damp and/or mould in their home within the past year. For many, these were not one-off problems, over half (11 respondents) stated the issue to be recurring.

Resolution times were generally slow: only 3 respondents had their issue resolved within a month, while 8 waited longer, and 9 said their issue remained unresolved at the time of the survey.

2. Satisfaction with the Council's Response

Satisfaction with the Council's response was low. Of those affected, 90% expressed dissatisfaction, mainly due to delays, superficial repairs that did not address the core issues, or a lack of any response from the Council at all.

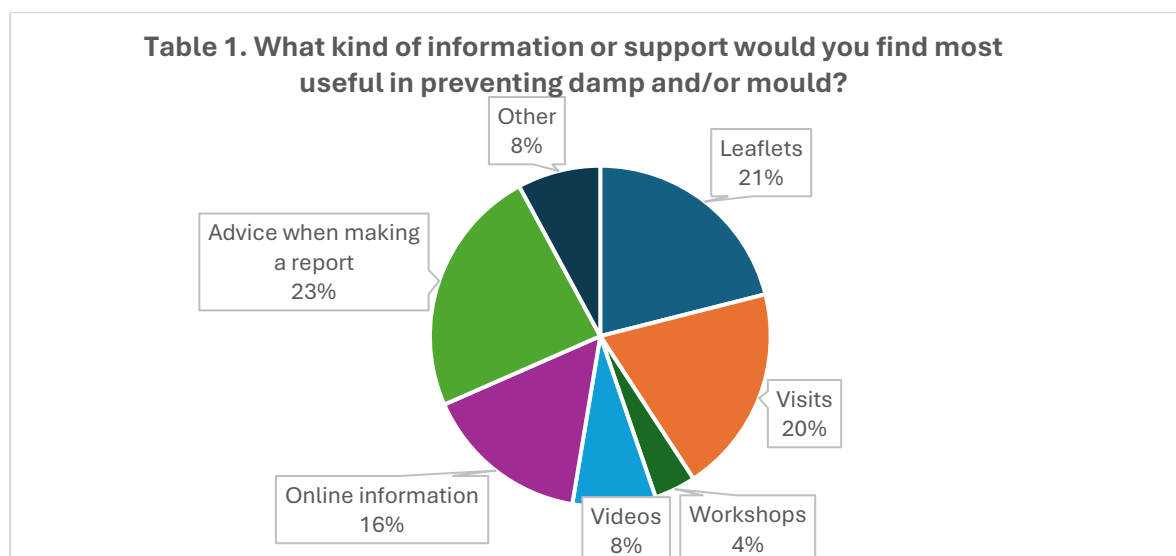
In several cases, repairs were carried out, but the issue persisted or returned. Communication was also a concern with only half of the affected individuals feeling that they were kept informed during the investigation and repair process. Many had to chase the Council for updates.

3. Challenged in Preventing Damp and Mould and Information Gaps

Ten respondents said they found it difficult or were unsure how to prevent damp or mould, citing poor property conditions, draughts, and in one case, the cost of heating. Despite this, a significant majority (71%) had attempted preventive measures, such as improving ventilation, using dehumidifiers, and applying anti-mould treatments. One respondent reported avoiding parts of their home due to asthma triggered by mould.

When asked about what kind of information or support would be most useful, respondents highlighted the need for practical guidance and advice when reporting an issue, as well as leaflets, home visits, and online resources. Individuals also emphasised that repairs carried out right the first time were more valuable than additional advice (figure 1).

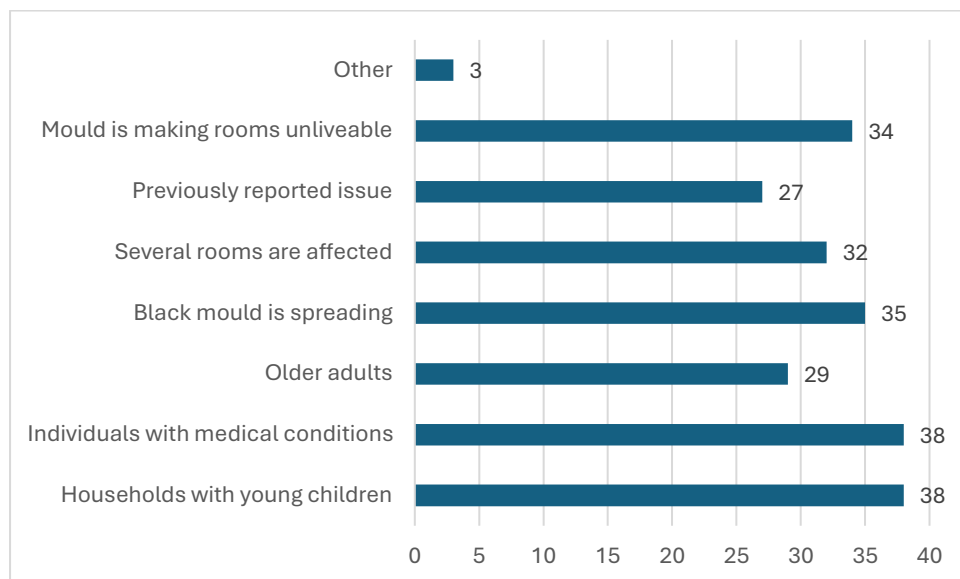
Figure 1. What kind of information or support would you find most useful in preventing damp and/or mould?



4. Prioritisation of Cases

When asked on how reports of damp and/or mould concerns should be categorised and prioritised, most respondents agreed that priority should be given to households with young children or health conditions (38 respondents), followed by cases, where properties are affected by black mould (35), unliveable rooms (34), and multiple-room issues (32). A few (5) respondents stressed that all cases should be treated seriously due to potential impact of damp and/or mould if left untreated (figure 2).

Figure 2. When responding to damp and mould concerns, we want to make sure the most urgent cases get dealt with quickly. What do you think should be treated as most important?



Repairs Service (Housing Repairs and Rechargeable Repairs Policies)

1. General Satisfaction

Of the 42 people who took part in the consultation, 27 had repairs carried out in the past year. Most were satisfied with how quickly the work was done, though 9 reported long or inconsistent wait times, including repeat visits for the same issue.

When asked to rate the overall repairs service, 40% of all respondents said it was good or very good, while a third (33%) rated it poor or very poor.

2. Response Times

Views on response times were mixed.

Emergency Repairs: 64% (27 respondents) thought the 8-hour target for emergency repairs was appropriate, but others felt it should be faster, with 5 recommending a 4-hour target.

Non-emergency repairs: For non-emergency repairs, only half (48%) agreed with the current 20-day target. Many suggested shorter timeframes, ranging from 5 to 14 days, depending on the severity of the issue.

Appointment slots: Appointment slots were generally viewed positively, with 74% of respondents saying they work well. However, there were suggestions for improvement, including more flexible times around school hours and the addition of a 4–7 pm slot to accommodate working tenants. A few respondents also suggested advance notice via text or a call 15–30 minutes before arrival.

3. Communication and Awareness

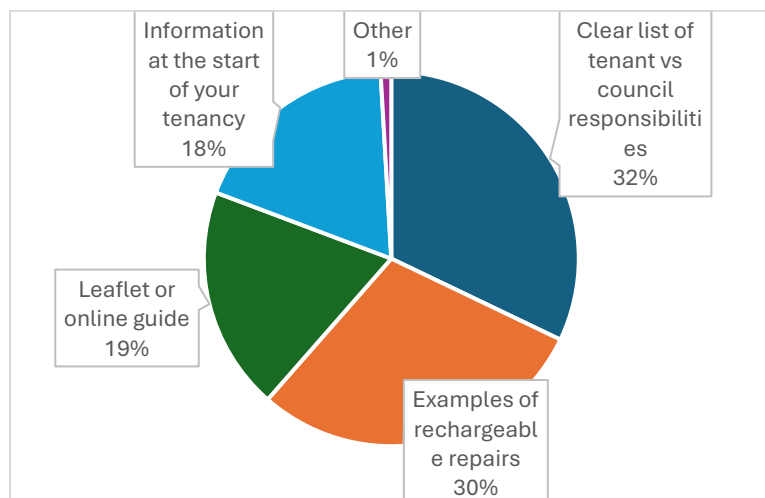
Communication remains a key area for improvement. Nearly two-thirds of respondents said they were not kept informed about the status or timing of their repairs. Awareness of tenant rights and responsibilities was also low, only 14% were aware of the Right to Repair Scheme, and fewer than a quarter understood the term “rechargeable repair” or knew that some repair costs could be recharged to the tenant.

4. Improving Understanding of Rights and Responsibilities

When asked about what could help understand the repair rights and responsibilities, 83% of respondents wanted a clear list of tenant vs Council responsibilities, 32 respondents requested examples of rechargeable repairs, and 21 wanted printed/online guides (figure 3).

One practical suggestion was for the Council to send out an annual email or newsletter summarising key repair rights and responsibilities.

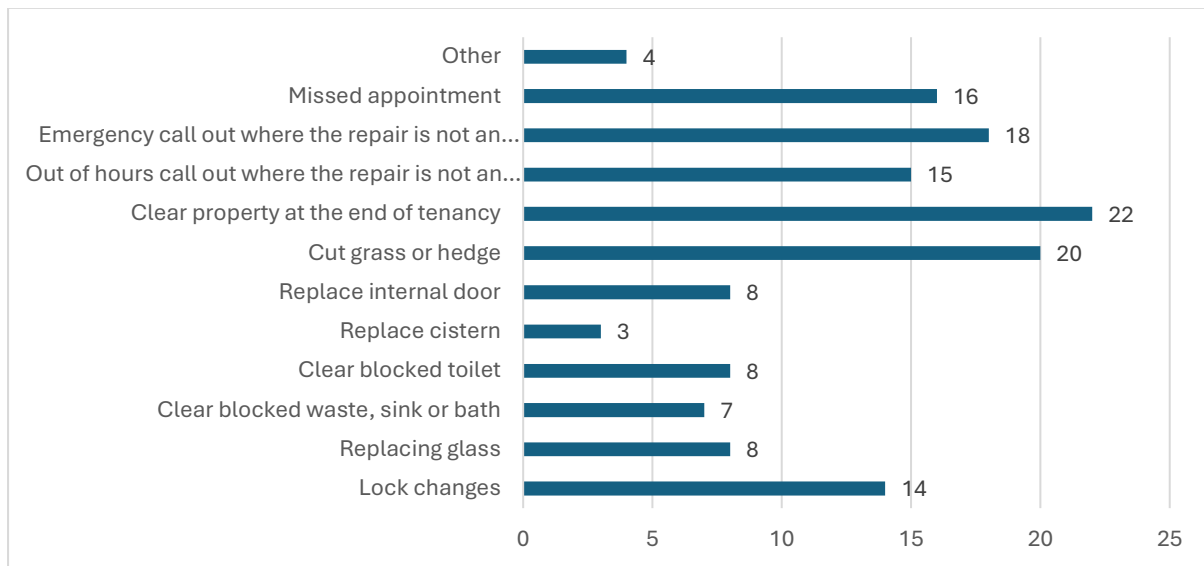
Figure 3. What information would help you better understand your repair rights and responsibilities as a tenant?



5. Views on Rechargeable Repairs

When asked about which repair types should be chargeable to tenants, over half agreed with recharges for clearing properties at the end of a tenancy, and nearly as many supported charges for garden maintenance or emergency callouts (figure 4). Some respondents emphasised that recharges should only apply when clearly justified, especially in cases of accidental damage.

Figure 4. Which of these repair examples do you think tenants should be charged for?





Damp and Mould, Housing Repairs, Rechargeable Repair Policies Consultation Summary

Sauchie Resource Centre 05/06/2025 15:00 – 17:00

An in-person consultation session was held at the Sauchie Resource Centre to gather tenant views on the development of Clackmannanshire Council's Damp and Mould Policy, Housing Repairs Policy, and Rechargeable Repairs Policy. The consultation also aimed to inform service standards, key policy indicators and key deliverables.

Session Structure

The session included a presentation on each of the draft policies and key service standards. This was followed by a series of questions aimed at understanding how the policies could be improved and how the overall service delivery might be enhanced.

The presentations were designed to be interactive, encouraging attendees to ask questions, provide comments, and share their views throughout.

While much of the discussion focused on the individual policies, several broader issues emerged that applied to all aspects of service delivery.

Key Consultation Findings

1. Lack of Communication

Participants identified a consistent lack of clear, transparent communication from Clackmannanshire Council. There was a general sense of confusion regarding the Council's performance and a desire for more accessible information.

Tenants consistently reported poor communication throughout the repair process. Key concerns included a lack of updates after trades operatives visited, unclear outcomes of repair work, and no indication of whether further action was needed.

Tenants experienced frequent missed appointments and had to repeatedly chase the Council for basic information, such as repair status or appointment times.

2. Quality and consistent of work

Tenants expressed ongoing concerns about the quality and consistency of repair work, highlighting repeated use of temporary or superficial fixes that fail to address root causes. This has led to recurring repairs issues.

3. Lack of Trust

Due to ongoing communication issues, tenants expressed a lack of trust in the Council's ability to deliver timely and high-quality services. This distrust appeared to be widespread and a significant barrier to positive tenant engagement.



Damp and Mould Policy

1. Prevention

Tenants generally felt well-informed about how to prevent damp and mould and made efforts to manage these issues themselves. However, a key concern was the cost-of-living crisis, which makes it difficult to maintain adequate heating and ventilation, both essential for prevention.

2. Ongoing Issues

Tenants highlighted the need for prompt, effective repairs and clear communication once a trades operative has been in the property. Often, tenants are left without any update on what was done, whether the issue was resolved, or if further follow-up is needed.

There was frustration with repeated, superficial repairs that fail to resolve the root cause of problems. In some cases, tenants felt the repairs caused additional issues. For example, concerns were raised about the unintended effects of anti-mould treatments and thermal insulation installations which have subsequently escalated the mould issues further.

Tenants also felt strongly that solutions should be tailored to individual needs. They expressed a desire for the Council to really listen to what tenants are experiencing in their homes and to adapt repair approaches accordingly, rather than applying the same generic fixes in every case. Participants felt that these quick, standard repairs often fail to resolve the underlying issues, leading to repeat problems and further disruption.

3. Prioritisation of cases

While participants supported prioritising cases involving young children or individuals with medical vulnerabilities, there was consensus that all reports of damp and mould should be treated as urgent, especially where issues are recurring.

4. IoT Smart Environment Sensor Pilot Project

The pilot project involving smart environmental sensors was discussed during the session. Although the potential benefits were acknowledged, concerns were raised about tenants declining participation due to a lack of understanding about what data the sensors collect and how it would be used.

It was noted that greater education and communication are needed to ensure tenants are fully informed and comfortable with the technology, including how their data will be protected.

Repairs Service (Housing and Rechargeable Repairs Policies)

1. Initial Response



Tenants were generally satisfied with the Council's initial response timescales to repair requests and the availability of appointment times.

2. Ongoing Concerns

Tenants raised concerns about the quality and consistency of repair work. They felt that too often, temporary fixes were used instead of addressing the root cause of the problem. This led to the same issues recurring, which caused frustration and inconvenience.

There was perceived disparity in the quality of services provided and a sense that the standard of workmanship was not good enough, with some tenants feeling that Council homes were being treated as "second-class" compared to other housing, and subsequently receiving lower standards of care.

Communication was another key issue. Tenants said they were often left without updates on the status of their repairs or when someone would be arriving. Missed appointments were common, and attendees felt they had to chase the Council repeatedly just to get basic information or progress on the repairs.

3. Awareness of Rights and Responsibilities

Tenants were largely unaware of their entitlements under the 'Right to Repair' scheme. They felt that clearer information is needed about both their rights and responsibilities regarding repairs, including what constitutes a rechargeable repair.



Clackmannanshire Council

Housing Service

Westhaugh Traveller Site

Pitch Allocations Policy

August 2025



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1. Scope of the Policy

Clackmannanshire Council operates one Gypsy/Traveller Site at Westhaugh, near Alva. The site has 16 pitches with a community hub and a play park. Each pitch has its own hardstanding for parking a caravan and another vehicle, with space for a second caravan, an amenity block with toilet, shower/bath, kitchen area, hot and cold water and storage, as well as a hook-up facility for electricity to the caravan.

This policy has been developed in order to allocate pitches fairly and transparently and sets out a framework of how the Council will process applications, assess accommodation need and allocate any vacant caravan pitches on the Westhaugh site.

2. Aims of the Policy

This policy aims to:

- Address and respond to the accommodation needs of the Gypsy/Traveller community;
- Provide a suitable means of allocating pitches and create a sustainable and balanced community;
- Ensure equality of opportunity and fair and transparent allocation of the pitches based on needs of the applicants;
- Ensure an accessible, consistent, efficient and easily understood allocation system;
- Comply with and adhere to the relevant legislation and associated codes of practice and guidelines, including the Equalities Act 2010 and the Council's equal opportunities policies.

3. Applying for the Pitch

3.1 Making an application

Anyone aged 16 and over who self-identifies as a Gypsy/Traveller, with the right to reside in the UK, can apply and be considered for a vacant caravan pitch.

Application form can be obtained by:

- Requesting by email at home@clacks.gov.uk;
- Collecting in-person from Place, Housing Services, Kilncraigs, Greenside Street, Alloa, FK10 1EB;
- Calling the Housing Department on 01259 225122 where a form can be posted out or where one of the housing officers can fill out on behalf of the applicant over the phone;
- Visiting the site office at Westhaugh, Alva, FK10 2AT.



Once obtained, the applicant should fill out the form and send it back by email or hand it in in-person.

The Council may request a tenancy reference from the applicant's previous or current landlord.

Applicants should notify the Council if there have been any changes in their living circumstances which may affect their pitch application, such as change in family circumstances, phone number or current address.

3.2 Assessing Accommodation Need

The Council will maintain a waiting list for the pitches on the site. The Council operates a bands and points-based system for assessing need, rewarding priority and allocating vacant pitches to the applicants. Depending on the applicant's needs and circumstances, the application will fall into one of the following categories, based on the criteria that the applicant fulfils:

Bands	Criteria	Points
Band 1	<ul style="list-style-type: none"> The applicant has a caravan or access to a caravan which is their principal home but has nowhere to locate it* 	-
Band 2	<ul style="list-style-type: none"> The applicant has been assessed as unintentionally homeless or threatened with homelessness* 	14
Band 3	<ul style="list-style-type: none"> The applicant is living on a site/property which does not meet their medical or support needs* 	12
	<ul style="list-style-type: none"> The applicant is living on a site/property that is assessed as being below tolerable standard* 	8
	<ul style="list-style-type: none"> The applicant is living on a private site* 	4
Band 4	<ul style="list-style-type: none"> The applicant is assessed as adequately housed with no recognised accommodation need (clarify that this is highly unlikely of offer being made)* 	-

*Applicants with the highest priority will receive an offer when a pitch becomes available. The applicants must have a caravan at the point of sign up and provide evidence of this.

3.3 Allocating a pitch

When the application form is received, the Council will assess the applicant's need, place the applicant into one of the four bands and award the applicant with the highest number of points based on the housing need.

Applicants in bands 2 and 3 are placed in points order. These applicants are also awarded 'time in need' points. Applicants in bands 1 and 4 are placed in order of date of application.



The applicant will be awarded with only one set of points. Where two or more sets of points apply, the Council will award the highest set of points available.

3.4 Time in Need points

	Time in Need	Points
Applicants in Bands 2 and 3 will be awarded points reflecting the time they have had the assessed accommodation need. These are referred to as 'time in need' points and the maximum number of points that can be accrued is 4 points.	3+ years	4 points
	2 years	3 points
	1 year	2 points
	6 months	1 point

When a pitch becomes vacant, the Council will offer the pitch to the applicant assessed as having the highest priority need taking into consideration local connection.

Applicants in band 1 will be considered first, followed by bands 2 and 3 and band 4 respectively.

Applicants in band 4 will only be considered once band 1, 2 and 3 have been exhausted.

Applicants with a local connection will be given preference. For further information on the definition of local connection, please see appendix 1 – Terms and Interpretations.

4. Managing Applications

4.1 Making an Offer

Applicants with the highest priority will receive an offer when a pitch becomes available. The applicants must have a caravan at the point of sign up and provide evidence of this.

Prior to extending any offers, the Council reserves the right to consider the needs of the broader community and the potential impact that the allocation may have on the site.

4.2 Refusing an Offer

If the applicant refuses the offer, the pitch will be offered to the next applicant who meets the criteria.



4.3 Suspending Applications

Clackmannanshire Council reserves the right to suspend an application for a specified period of time. If an application is suspended, this will be communicated to the applicant and followed up in writing explaining why the decision has been made regarding any suspension.

During the suspension period, the applicant will not be considered for any allocations of vacant pitches and will not receive any offers. Suspension may last up to 12 months but will be reviewed on an individual basis.

The application may be suspended in cases of:

4.3.1 Antisocial Behaviour

Where there has been antisocial behaviour established/under investigation either by a member of the applicant's household or the applicant themselves. Offers will be held pending the outcome of any investigation. Where antisocial behaviour has been established, the application will be suspended and the offer of a pitch withdrawn.

Where the applicant can show that an appropriate support package is in place and that they are working with others to improve their behaviour and change their actions, the application will be reviewed for active consideration for housing.

4.3.2 Previous occupancy/tenancy-related debts

This includes debt that has been accrued by the applicant from a previous tenancy within the last 3 years, relating to rent arrears, rechargeable repairs or other tenancy-related debt.

Exceptions apply where the debt has been paid in full; the debt is no more than one month's rent (4 weeks' rental charge); repayment plan has been agreed with the applicant and has been upheld for 3 months.

4.3.3 Previous/current tenancy has been neglected

This is following a tenant reference from the previous/current tenancy states that the property has been neglected and is in a poor condition.



Where the applicant can show that the condition of the property has improved to a reasonable standard, following updated tenancy reference, the application will be reviewed for active consideration for housing.

4.4 Cancelling Applications

The Council reserves the right to cancel the application, if the Applicant:

- Has supplied false information;
- Has persistently failed to respond to contact attempts made by the Council;
- Has failed to respond to the periodic review of the application list;
- Has requested to be removed from the application list;
- Has died and there are no joint applicants;
- No longer requires a pitch;
- Has been allocated a pitch.

4.5 Withdrawing an Offer

The Council will withdraw an offer of a vacant pitch if the applicant does not own or has no access to a caravan.

5. 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.

6. Privacy Statement



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8. Monitoring and Reviewing



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

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



9. Appendix 1. Terms and Interpretations

Antisocial Behaviour – behaviour as defined by section 143 of the Antisocial Behaviour etc. (Scotland) Act 2004. Antisocial behaviour occurs where a person “acts in a manner that causes or is likely to cause alarm or distress; or pursues a course of conduct that causes or is likely to cause alarm or distress to at least one person who is not of the same household.”

Within this policy, antisocial behaviour applies to the following behaviour and circumstances:

- Annoyance, harassment, violent or intimidating behaviour towards staff, neighbours or others;
- Criminal convictions related to a tenancy such as drug dealing, prostitution, illegal gambling or betting and fire raising;
- Extensive damage caused to the landlord’s property;
- Eviction decree previously granted for antisocial behaviour;
- Antisocial behaviour order has been granted;
- If you/any member of your household has been evicted for ASB, has current ASBO, waiting for a court decision on eviction or antisocial behaviour order (ASBO).

Local Connection – the applicant’s local connection will be considered when assessing housing need and allocating pitches. Local connection includes, but is not limited to, being employed within the local authority area, living within the area, having family associations within the area (such as parents, siblings, grandparents, children) or any other special circumstances such as attending specialist health treatment within the area.

Unintentionally homeless or threatened with homelessness – the applicant will be placed into band 2 where they have been assessed as unintentionally homeless or threatened with homelessness. This means that the applicant has presented to the Council as homeless, and the Council has assessed the applicant as homeless or threatened with homelessness, and not intentionally homeless.

An applicant may be considered unintentionally homeless if they have been forced to leave their home due to abuse or harassment, including domestic abuse, or if they have been evicted or required to leave their accommodation through no fault of their own.

Tolerable standard is a minimum standard of housing that all residential dwellings must meet. To meet the tolerable standard, all dwelling houses should:

- Be structurally stable;
- Be substantially free from rising or penetrating damp;



- Have enough natural and artificial lighting, ventilation and heating;
- Have enough thermal insulation;
- Have adequate piped supply of water for domestic use;
- Have a sink with supply of both hot and cold water within the house;
- Have a toilet;
- Have a fixed bath or shower and wash-hand basin with a supply of both hot and cold water;
- Have effective system for the drainage and disposal of foul or surface water;
- Have a supply of electricity (where supplied to the property) that is compliant with relevant electrical installation regulations, and is safe to use;
- Have facilities for cooking food;
- Have access to all external doors and outbuildings;
- Have equipment installed for detecting fire and warning of fire/suspected fire;
- Have equipment installed for detecting and giving warning of excessive levels of carbon monoxide.

PLACE – Housing Service
Kilncraigs, Greenside Street, Alloa FK10 1EB
01259 45000



**Clackmannanshire
Council**

www.clacks.gov.uk

Comhairle Siorrachd
Chlach Mhanann