Dispute case frozen pipes

Case Summary - Landlord vs Tenant Frozen pipes

Background:

This case involves a frozen pipe bursting over the Christmas period, causing severe damage to the rental property. It highlights the importance of showing tenants how the central heating system works and reminding them how to turn down the heating system, but not off, if they are vacating the property for an extended period during winter, for Christmas.

Disputed deposit value: £510

Dispute details:

Carpets and lino damaged and washing machine destroyed by flooding from the frozen water pipe leak.

Outcome:

Following the adjudication process, the £510 disputed amount was awarded to the landlord.

Key topics:

Clause in AST relating to frozen pipe risk and damage; check-in and check-out inventory reports; receipts and invoices.

Case details

The tenant left the property for three weeks over the Christmas period to visit family. The tenant failed to turn off the stop cock for heaters in the property. During the extreme weather, a pipe froze and then burst, flooding the property. The carpet and lino was extensively damaged and the washing machine was destroyed. Excess water had to be drained from the property, and it had to be de-humidified. The washing machine had to be replaced.

Evidence

The landlord submitted that the tenant was requested by letter and email to turn the water stop cock off and leave the heating on if going away for Christmas. The notices were given on two different occasions leading up to Christmas. But the heating was left switched off and the water stop cock was not shut off. The tenant claims they never received either letter instructing them to turn the water off. They claim the damage should be covered by insurance and they can't be held responsible for a pipe bursting in severe cold.

Adjudicator's findings

The AST contained a clause obliging the tenant “to ensure the heating is left on in the Property during cold weather or if the Property is left unoccupied (for the prevention of burst pipes)”. The tenant had a duty to take reasonable care to safeguard the property from damage. A check-in inventory, signed and dated, details the condition of the property and furnishings which was used to determine damaged.

Both parties accept that there was a leak at the property, which caused damage. The adjudicator found the landlord had taken reasonable steps to instruct the tenant how to turn off the water stop cock. The, adjudicator ruled that on a balance of probabilities the Tenant had most likely received the notice as they were sent by post and email several times. The tenant was therefore found to have breached the AST. The total disputed amount was awarded to the landlord to cover repairs, the new washing machine and for de-humidifying the property, based on invoices showing the actual loss suffered by the landlord.

Key points from the case:

•Ensure the AST contains a clause outlining the tenant’s obligations to shut off the heating system if the property is vacated in winter. Take all reasonable steps to ensure they do so. Instruct the tenant to inform you if they are vacating the property for more than 14 days in winter (this is also normally included in the AST).

• Provide a detailed check-in inventory with clear photos, signed by the Tenant and preferably done by a professional third party as these are generally more detailed and carried out by qualified individuals.

• Provide a detailed list of any damage caused by burst pipes.

• Keep invoices for any repairs done if the property is damaged. Get proper quotes for any repairs outstanding and submit these.

• Take out landlords insurance as a precaution to help cover damages.