



Who should read this?

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Tenants	Agents	Landlords

Insured / Custodial

Can a landlord claim for boiler repair?

Adjudication Digest May 2020

The Adjudication Digest takes a recent decision by a TDS Adjudicator and sets out the reasoning behind the decision. The aim of these Digest reports is to help tenants, landlords and agents better understand how we make our adjudication decisions. The names of the landlords and tenants involved have been removed and this is only a brief summary of the dispute.

Amount of deposit in dispute: £195.00

Dispute initiated by: Tenant

Award made:	£195.00
Tenant	£0.00
Landlord	£195.00
Agent	£0.00

The landlord's claim was for £195.00 to repair the boiler which was no longer working at the end of the tenancy. The landlord said that although it was accepted that the tenant had not lived in the property during the tenancy, the tenant was nevertheless obliged to ensure regular use of the boiler.

The tenant accepted that she had not lived in the property during the year-long tenancy however she had visited the property regularly to ensure that all was in order. The tenant was not able to confirm the working condition of the boiler at the start of the tenancy as she said it was not necessary to heat the property during the summer months when the tenancy began. The tenant acknowledged that she had not used the boiler for either heating or hot water during the entirety of the tenancy and that she was not aware that she was obliged to use the boiler regularly.

The adjudicator was provided with an independent contractor's report which identified that the most likely cause of the fault with the boiler was due to the boiler not being used for a lengthy period.

The tenancy agreement contained a clause which required the tenant to keep the heating running at a low temperature during the winter months, particularly if the property was left vacant.

The adjudicator's decision

The adjudicator was satisfied that the boiler was recorded to be in working order at the start of the tenancy. The adjudicator found that the tenant had not fulfilled her agreement to keep the heating running during the winter months and given that the evidence on balance showed this was a contributory factor to the boiler no longer working, the landlord's claim was considered to be justified. The adjudicator found the amount claimed to be reasonable and awarded to the landlord in full.

So, what are the key points here?

Tenants should read their tenancy agreements carefully and be mindful of the obligations placed on them. Obligations are often seasonal and therefore a regular review of the tenancy agreement is recommended.

A landlord must show that the tenant not only breached a clause in the tenancy agreement but that on balance, a tenant's actions, inactions, or negligence contributed to the loss suffered. An independent contractor's report is useful in this respect.