

Residential Tenancies Tribunal

Application 2025-1134-NL and 2025-1141-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 28-January-2026 at 1:47 pm.
2. The applicant to the initial claim, [REDACTED], hereinafter referred to as the landlord, attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, were represented at the hearing by [REDACTED] who also attended via teleconference.

Procedural History

4. Both parties acknowledged that they were properly served.

Issues before the Tribunal

5. Should the landlord's claim for compensation for damages succeed?
6. Should the landlord's claim for compensation for inconvenience succeed?
7. What is the proper disposition of the security deposit?

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act*, 2018 (the *Act*).

Issue 1: Damages

9. The landlord claims \$1700.00 in compensation for a mini-split unit attached to the house and the electrical issues caused when it was ripped off. In accordance with the Residential Tenancies Program Policy and Procedure Guide, Policy 9-003, when a landlord makes a claim for damages, they must provide sufficient evidence to establish the extent and nature of any damages, that the damage was caused by a wilful or

negligent act of a tenant or a person they allowed on the premises, and the cost of repair or replacement. This should include documentary evidence wherever reasonably possible.

Landlord's Position

10. The landlord testified that the tenants notified her on 23-November-2025 at 10:19 am that, while inspecting the exterior for damaged shingles and siding after a period of heavy winds, they had found the mini-split unit detached from the wall where it had been mounted. She attended the same day, observed the damage, and attempted to mitigate further loss by placing it safely aside. It was at this time that she took the photos of the unit that make up her exhibits 1-8. She submits that the tenants are responsible for the cost of repairs.

Tenants' Position

11. The tenants agree with the landlord's generally summary of the facts but disagree with the suggestion that they are responsible for the damages. They testify that they reported the damage as soon as they observed it and suggest that the unit was never properly installed.

Analysis

12. To be successful, the landlord must provide sufficient evidence to establish on a balance of probabilities that the tenants or a person they allowed on the premises wilfully or negligently caused the damage.
13. There was no evidence that directly or indirectly suggested the tenants wilfully caused the damage. All involved acknowledge this was a time of high winds in an area susceptible to high winds. The tenants testified that they had been checking for shingles or siding which had been blown off. The landlord shared that the next-door neighbour saw the damage and associated it with the windy neighbourhood.
14. The only question remaining, then, is did the tenants' negligence cause the damage? The landlord argues that they were based on several arguments.
15. First, the landlord points out that the tenants first notified her of the damage on the day and approximate time she had requested to do an inspection and was denied. She produced some evidence suggesting the damage had occurred earlier and submitted that the tenants' must have noticed the damage earlier as it was in plain view. I do not agree with the implication that this is somehow evidence of deceit or bad faith on behalf of the tenants. A coincidence seems much more likely. There was no evidence to suggest that a delay in reporting damage caused the damage to worsen.
16. Second, the landlord points out that Appendix A to the rental agreement section 8 states (emphasis in original):

The Tenants agree to maintain and keep in good working order the air exchange unit at their own expense. **Filters must be cleaned and washed monthly.**

Device **must** turned off during snow storms. If the air-exchanger becomes damaged or destroyed as a result of lack of maintenance by Tenants, Tenants will be responsible for the cost to repair/replace device. If the air exchanger becomes inoperable due to reasonable wear and tear, the Tenants must notify the Landlord immediately. The Landlord will repair apparatus in a reasonable time period.

17. I agree that Appendix A, including the above section, are part of the rental agreement. I do not see this provision as fundamentally altering the responsibility regarding the unit. As per normal, tenants are responsible for their own negligence and the landlord is responsible for wear and tear. The provision does not specify who is responsible for damage caused by outside facts, but I find that this responsibility falls to the landlord. A general provision stating that the tenants agree to maintain the unit in good working order does not mean they are necessarily responsible for damage caused by weather events. It means that they are responsible for damage as a result of failure to perform maintenance on the unit as specified. There was no evidence suggesting that the unit was damaged because of maintenance the tenants failed to perform.
18. Third, the landlord points out that Appendix A section 7 mandates that the tenants keep the mini-split clear of snow, ice, and debris. The landlord submits Exhibit 15 as evidence that the tenants failed to keep the area free of debris. A single piece of debris is visible in this photo; a garbage bin lid identified as the neighbour's about two to three feet away from the unit. She also submits Exhibit 30 as evidence the tenants allowed the lawn around the unit to become overgrown.
19. Regardless of whether or not these exhibits demonstrate that the tenants failed to keep the area around the unit free of debris and to maintain the lawn around it, the landlord has not provided any evidence to suggest that a failure to keep the area free of debris or overgrowth caused the damage. The landlord herself admitted that "the lid isn't what caused the damage." She also stated that "there's been no determination on what has caused this to have occurred."
20. The landlord argues that the tenants are responsible for the damage because it happened while they had care of the unit. With respect, she is mistaken. The tenants are responsible only for the wilful or negligent actions of themselves or those they allow on the premises. In this case, considering all the evidence in its totality, I do not find that the tenants or a person they allowed on the premises caused the damage on a balance of probabilities. I think it is more likely that it was caused by a weather event that was not reasonably foreseeable.

Decision

21. The landlord's claim for compensation for damages fails.

Issue 2: Compensation for Inconvenience

22. The landlord claims \$161.00 in compensation for inconvenience. This consists of \$111.00 for loss of pay relating to the 2 hours she took off work to attend the premises because the damaged mini-split, and \$50.00 for the need to reschedule her contractor from 23-November-2025 to 26-November-2025. As I have already found that the

damaged mini-split was not caused by the tenant, they are also not responsible for the time the landlord took off work to attend to it.

23. In terms of the \$50.00 charge from the contractor, I have no documentary evidence to support that the landlord will receive such a charge. She testified that she had not paid such a charge so far. In the absence of such evidence the landlord's claim fails.

Decision

24. The landlord's claim for compensation for inconvenience fails.

Issue 3: Security Deposit

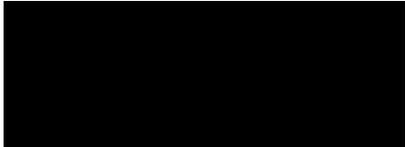
25. The tenants have applied for the return of the security deposit and the landlord has not made any successful claims against it within the required timeline, so it must be returned to the tenants. The security deposit in this case was \$1000.00 which was received sometime in or around 2021.
26. S. 14(7) landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations prescribe a simple interest rate of 1% annual for the years 2024 and 2025 and a 0% interest rate for all other relevant years. Calculated to the date of the hearing, the interest owed therefore totals \$20.00.

Summary of Decision

27. The landlord shall pay to the tenant \$1020.00 in the security deposit and interest.

11-February-2026

Date



Seren Cahill
Residential Tenancies Office