

Residential Tenancies Tribunal

Application 2026-0445-NL and 2026-0448-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 20-July-2026 at 1:47 pm.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the tenant, also attended by teleconference.

Preliminary Issues

4. Both parties acknowledged they were prepared to proceed.
5. This is a month-to-month agreement, with rent set at \$2000.00/month due on the 1st of each month and a security deposit of \$1500.00 which was paid on 13-January-2025.

Issues before the Tribunal

6. Who is responsible for the cost of the repair of the heat pump?
7. Should the tenant's claim for compensation for utilities succeed?

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: Heat Pump

9. The landlord has applied for compensation for damages in the amount of \$426.88, the cost of repairing a damaged heat pump, and the tenant has applied for repairs in the same amount. Both parties apply to this tribunal to determine which is responsible for this cost. As a matter of fact, the repair has been made, and the landlord bore the cost.

Landlord's Position

10. The landlord testified that he told the tenant at the start of the tenancy that the heat pump needed to be turned off during winter storms (when covered in snow and ice) to avoid damage and that the tenant would need to keep it clear of ice and snow. He says the unit was damaged by a winter storm when the tenant failed to follow these instructions. He notes that in a text message dated 23-February-2026 (L#2) he states "just as a reminder" that the heat pump should not be in use if it is covered in snow, and that this was sent before he found out the unit was damaged. He submits that this supports his position that he had previously told the tenant the same (otherwise it would not be "a reminder"). He says that the technician who installed the unit stated it needed to be turned off during a storm.

Tenant's Position

11. The tenant disagrees with the landlord on two key points. He does not agree that the landlord told him to keep the unit off during storms and also denies that doing so would have prevented the damage, based on a conversation he had with the company that effected the repair. He otherwise agrees with the material facts presented. He testified that he has made every reasonable effort to keep the unit clear of snow and ice but that in extreme winter storms, constantly ensuring it is uncovered is impossible for him.

Analysis

12. Under statutory conditions 1(a) and 2 of the *Act*, a tenant is responsible for damages to the premises only if the damage was caused by the wilful or negligent act of a tenant or a person the tenant allowed on the premises, otherwise the repairs are the landlord's burden. The onus is on the landlord to establish the tenant's responsibility. In this case, the landlord submits that the tenant negligently failed to stop the unit from running during a winter storm when it was covered by snow. To succeed, he must prove on a balance of probabilities that but for the tenant's failure to take reasonable steps, the damage would not have occurred. It follows that he must establish that preventing the unit from running would have prevented the damage.
13. I have little evidence before me on which to determine whether or not the damage could have been prevented. The landlord says it could have been based on the words of another, and the tenant says it could not have been based on the words of another. In both cases the evidence is hearsay and of little persuasive value. I note that the damage was covered by warranty (the cost of repair is the cost of replacement refrigerant, which is not covered by warranty as it is designated as a consumable).
14. With no real evidence either way, the conclusion I must reach is that the landlord has failed to demonstrate their claim on a balance of probabilities, and therefore that the repairs remain the responsibility of the landlord.

Decision

15. The repairs are the landlord's responsibility. As the landlord has already paid for the repairs, no order will be made regarding this issue.

Issue 2: Compensation for Utilities

Tenant's Position

16. The tenant seeks \$390.00 in compensation for the cost of utilities, which he says were increased by the landlord's refusal to repair the heat pump from when he was alerted of the damage on 23-February-2026 until after April 2026. He calculates \$390.00 as the value based on the difference between the average electricity cost for November 2025 to January 2026 and the average electricity cost for February 2026 to April 2026, multiplied by the three months.

Landlord's Position

17. The landlord took the position that the heat pump was an "add-on" to the electric baseboard heaters which were the primary source of heat for the unit, and therefore there was no obligation to repair it as soon as possible.

Analysis

18. Under the *Act* and the Residential Tenancies Program Policy and Procedure Guide policy 04-002, a tenant may be able to recoup from a landlord any costs incurred due to the failure of a landlord to maintain the premises in good repair. Such a claim, however, requires that the tenant first request the repair in writing and give the landlord a reasonable amount of time to complete it.
19. In this case, there is no formal Tenant's Request for Repairs in the official form recommended by our office. Having reviewed the records provided by both parties of the conversations between them (T#2, L#2, L#5-L#9), I see no explicit requests by the tenant that the landlord repair the unit. The tenant does communicate that the unit is broken and there are submissions on who should be responsible, but nowhere in the records does the tenant take the final step of actually asking or telling the landlord directly to repair the unit. This is a necessary step to inform the other party that they are being required to uphold one of their responsibilities under the agreement and that failure to do so could have financial consequences.

Decision

20. The tenant's claim for compensation for utilities fails.

Summary of Decision

21. Both parties were partially successful. In the circumstances, I exercise my discretion to decline to grant hearing expenses to either party.
22. Both applications are dismissed.

6-August-2026

Date


Seren Cahill
Residential Tenancies Office