

Residential Tenancies Tribunal

Application 2026-0682-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 31-August-2026 at 9:02 am.
2. The applicants, [REDACTED] and [REDACTED] hereinafter referred to as the tenants, attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, also attended by teleconference.

Preliminary Issues

4. The landlords acknowledged they were properly served.
5. This was a month-to-month written agreement, with rent set at \$1550.00/month due on the last day of each month and a security deposit of \$675.00 which was paid on or about September 2019.

Issues before the Tribunal

6. Should the tenant's claim for a refund of utilities succeed?

Legislation and Policy

7. 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: Refund of Utilities

Tenants' Position

8. The tenants claim for a refund of utilities in the amount of \$8686.13, representing 30% of the total electricity cost they have paid over the course of the tenancy. They seek this on the basis that, unbeknownst to them until after the tenancy ended, the radiant heating system that benefited both them and the downstairs tenants was entirely on their meter.

They testified that they had consistently tried to minimize their heat bills but always found it to be disproportionately high.

Landlords' Position

9. The landlords dispute the sum claimed, pointing out that the downstairs premises had a meter which covered the entirety of their electricity and hot water, and only a portion of the radiant heating system was on the tenant's bill. They testified (and the tenants did not dispute) that the tenants premises constitute 2500 square feet of the 3300 square feet total and suggest that the known fact that heat rises means the tenants would have benefit proportionally more.

Analysis

10. It is landlord's responsibility for ensuring utility arrangements reflect the tenancy agreement. A tenant is not required to pay costs attributable to another rental unit in the absence of some sort of explicit agreement to the contrary. The tenants have suffered a compensable financial loss.
11. Space heating accounts for about 62% of the average Canadian energy use according to Federal government statistics.¹ The tenants' total electricity bill since the tenancy began is \$28953.78. This means they have spent about \$17661.81 on space heating over the course of the tenancy. Their unit represented about 75.8% of the total space, so if theoretically the heat was evenly divisible over the area, the total heating they spent to the benefit of their neighbours would be about \$4281.22.
12. The landlords point out that the tenants were upstairs and warm air rises. The tenants testify that they never felt heat from below, but this is unpersuasive. It is a physical fact that warmer air is less dense than colder air and therefore flows up as gravity pulls the denser, colder air down. The tenant's perception of heat is reliant on the relative warmth of the surface they touch versus the temperature of their own bodies.
13. At the same time, radiant heating, by definition, relies primarily on heat transfer methods other than convection, though some convection is inevitable. An exact calculation of the difference caused by rising warmer air is impossible. It depends on a litany of factors relating to the shape and composition of the home and the heating system and would likely require expert testimony to calculate.
14. Considering the evidence in its totality, I estimate roughly that the tenants have paid about \$3000.00 towards the cost of heating the downstairs unit without their knowledge or consent and should be compensated accordingly. Considering the limited evidence before me from both parties, this figure is the closest I am able to come to an accurate assessment. Generally it is the claimant's responsibility to provide sufficient evidence to establish the amount of their loss, but I also accepted that the tenants were only made

¹ See for instance <https://natural-resources.canada.ca/energy-efficiency/energy-star/products/list-certified-products/heating-equipment-residential-use>
<https://oee.nrcan.gc.ca/publications/statistics/trends/2020/residential.cfm>

aware of the loss after they had given up possession of the premises, preventing them from collecting any further evidence.

Decision

15. The tenants' claim for a refund of utilities succeeds in the amount of \$3000.00.

Summary of Decision

16. The landlords shall pay to the tenants \$3000.00 in a refund of utilities.

15-September-2026

Date



Seren Cahill
Residential Tenancies Office