INTRODUCTION

[1] This decision determines an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").

[2] The Applicant seeks an order for the Respondent to vacate the Property for non-payment of rent and to pay rent owing.

DISPOSITION

[3] I find that there is no tenancy agreement between the parties or a landlord-tenant relationship within the jurisdiction of the Act.

[4] The Rental Office does not have the jurisdiction to adjudicate the matters in dispute.

[5] The Application is dismissed.

BACKGROUND

[6] The Property is a single-family home.

[7] In May 2018, the Respondent and another person ("JL") rented the Property from a previous landlord.

[8] In August 2019, the Applicant purchased the Property. An oral agreement was made that monthly payments would be made to the Applicant equivalent to the Property's mortgage. When the mortgage was fully paid, the Applicant would turn over ownership of the property to the Respondent and JL.

[9] Around 2021, JL moved out of the Property, and the Respondent continued to live in the Property and make payments to the Applicant.

[10] The Respondent is required to pay the Applicant $1,400.00 monthly, due on the 19th day of the month. No security deposit was required.

[11] On July 19, 2025, the Applicant served the Respondent with a *Form 4(A) Eviction Notice* with an effective date of August 9, 2025 (the "Notice") claiming non-payment of rent of $7,637.76 and for being repeatedly late in paying rent.

[12] On August 12, 2025, the Applicant filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking rent owing and for the Sheriff to put the Applicant in possession of the Property.

[13] On August 19, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for September 2, 2025.

[14] On August 29, 2025, the Rental Office emailed the parties an evidence package.

[15] On September 2, 2025, the Applicant, the Respondent, and the Respondent's legal counsel participated in a teleconference hearing. The parties confirmed receipt of the evidence package and stated that everything they had submitted to the Rental Office was included.

[16] On September 3, 2025, the Applicant submitted additional evidence, which was shared with the Respondent. The Respondent provided an additional submission, which was shared with the Applicant.

ISSUE

A. Is there a tenancy agreement between the parties under the Act?

EVIDENCE

[17] The Applicant's evidence is as follows.

[18] In August 2019, the Applicant purchased the Property as a favour for JL because JL was unable to obtain a mortgage to purchase the Property. After the Applicant purchased the Property, the Applicant and JL entered into an oral agreement. The Applicant stated that the agreement was not a tenancy agreement.

[19] The Applicant stated that he and JL agreed that JL would pay the Applicant the equivalent of the Applicant's mortgage payment every month, on the 19th of the month. Once JL was able to pay off the mortgage balance, ownership of the Property would transfer to JL.

[20] The Applicant stated that JL and the Respondent lived in the Property together, but JL moved out of the Property about four years ago. The Respondent continued to make monthly payments, but she would often be late or miss them. The Applicant stated that the Respondent owes the Applicant $10,542.95 in "rent," and he submitted a copy of a payment ledger as evidence. The Applicant stated that there is still an outstanding mortgage on the Property and that he still owns the Property.

[21] The Applicant stated that after JL moved out of the property, he never entered into a tenancy agreement with the Respondent. The Applicant stated he would like to regain possession of the Property and have the Respondent pay the outstanding rent.

[22] The Respondent's evidence is as follows.

[23] The Respondent agreed with the Applicant and stated that there is no tenancy agreement between the parties. The Respondent stated that the Rental Office does not have jurisdiction to determine this dispute because there is no landlord-tenant relationship between the Respondent and the Applicant.

[24] The Respondent stated that she does not pay "rent" but instead makes mortgage payments to the Applicant. Although the Applicant is on the title for the Property, the Respondent and JL paid approximately $16,000.00 for a down payment towards the purchase of the Property. The Respondent stated that the parties agreed that when the mortgage was fully paid, JL and the Respondent would then own the Property.

[25] The Respondent stated that the Applicant's ledger suggests that the Applicant was paying a mortgage (the unrounded payments listed in the left column). The Respondent was then making corresponding payments to the Applicant to account for his payments of that mortgage on her behalf (the payments in the right column). The Respondent stated that rent does not normally fluctuate up, then back down, like the mortgage payments did, according to the left column in the document, nor does it usually end in odd cents.

[26] The Respondent stated that she does not owe any money to the Applicant. She stated that she has not moved out of the Property.

ANALYSIS

[27] The following definitions are included in Section 1 of the Act:

> *(n) "**rent**" means money paid or agreed to be paid, or value or a right given or agreed to be given, by or on behalf of a tenant to a landlord in return for the right to possess a rental unit, for the use of common areas and for services or facilities, but does not include*
> *(i) a security deposit, or*
> *(ii) a fee prescribed under clause 107(1)(j);*
>
> *(o) "**rental unit**" means living accommodation rented or intended to be rented to a tenant and, with respect to a person who rents or intends to rent a mobile home site for the person's mobile home, includes the mobile home site;*
>
> *(v) "**tenancy**" means a tenant's right to possession of a rental unit under a tenancy agreement;*
>
> *(w) "**tenancy agreement**" means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and the provision of services and facilities.*
>
> Subsection 2.(1) of the Act states:
>
> > *Subject to section 4* [what this Act does not apply to*], this Act applies to tenancies of rental units.*

[28] The Rental Office only has jurisdiction to adjudicate matters which are authorized by the Act. The Rental Office's jurisdiction is based upon a landlord-tenant relationship between parties, pursuant to a tenancy agreement.

[29] The Applicant and the Respondent both agreed that there is no tenancy agreement between the Applicant and the Respondent or between the Applicant and JL. The evidence establishes that there was an oral agreement by which the equivalent of the Property's mortgage payments would be paid to the Applicant until the mortgage was fully paid. After JL moved out of the Property, the Respondent continued to make monthly payments to the Applicant.

[30] Although the Respondent has been paying the Applicant every month, I find that the evidence does not establish that the payments would be considered "*rent*" or that the payments mean the parties had entered into a tenancy agreement or landlord-tenant relationship, either express or implied.

[31] A "*tenancy*" is defined in the Act to mean "*a tenant's right to possession of a rental unit under a tenancy agreement*." If there is no tenancy agreement, then it follows that there is no "*tenancy*" under the Act. The Act applies only to tenancies of rental units, and this is stated in subsection 2(1). If there is no tenancy or tenancy agreement, then the Act does not apply.

[32] I find that there is no tenancy agreement between the parties and that the relationship between the parties is not a landlord-tenant relationship governed by the Act. Therefore, the Rental Office does not have the jurisdiction to adjudicate the matter between the parties or make a determination regarding the Application or the Notice.

IT IS THEREFORE ORDERED THAT

1. There is no tenancy agreement between the parties or landlord-tenant relationship within the jurisdiction of the Act.

2. The Rental Office does not have the jurisdiction to adjudicate the matters in dispute.

3. The Application is dismissed.

DATED at Charlottetown, Prince Edward Island, this 11th day of September, 2025.

(sgd.) Mitch King

Mitch King
Residential Tenancy Officer

NOTICE

Right to Appeal

This Order can be appealed to the Island Regulatory and Appeals Commission (the "Commission") by serving a Notice of Appeal with the Commission and every party to this Order within **20 days of this Order**. If a document is sent electronically after 5:00 p.m., it is considered received the next day that is not a holiday. If a document is sent by mail, it is considered served on the third day after mailing.

Filing with the Court

If no appeal has been made within the noted timelines, this Order can be filed with the Supreme Court of Prince Edward Island and enforced as if it were an order of the Court.