

## INTRODUCTION

- [1] This decision determines an application filed by the Applicant with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Applicant seeks compensation against the Respondent, in the total amount of \$1,119.68.
- [3] The Applicant is also the "Tenant" and the "Assignor" in this decision.
- [4] The Respondent is also the "Subtenant" and the "Assignee" in this decision.

## DISPOSITION

- [5] The Respondent must pay the Applicant \$209.84 by the timeline below.
- [6] I do not have the jurisdiction (authority) under the *Act* to determine the assignor-assignee dispute regarding the deposit.

## BACKGROUND

- [7] The Unit is a three-bedroom, one-bathroom rental unit, owned by the landlord who is not a party to this dispute.
- [8] On April 10, 2024 the Applicant, two other tenants and the landlord signed a written, fixed-term tenancy agreement for the period of September 1, 2024 to August 31, 2025. Rent in the amount of \$2,626.50 was due on the first day of the month. Each tenant was responsible for one-third of the rent (\$875.50) and one-third of the wi-fi (\$34.34). A \$2,626.50 security deposit was paid.
- [9] On September 1, 2024 the Applicant and two other tenants moved into the Unit.
- [10] On February 5, 2025 the Applicant and the Respondent entered into a written assignment agreement for the period of April 1, 2025 to August 31, 2025. The terms of the assignment were consistent with the tenancy agreement. The Respondent was to pay the Applicant their share of the security deposit.
- [11] On March 1, 2025 the Applicant and the Respondent entered into an oral subletting agreement. The Applicant moved out of the Unit and the Respondent moved into the Unit.
- [12] On March 1, 2025 the Respondent paid the Applicant \$700.00 for March 2025's rent.
- [13] On July 22, 2025 the Applicant, the Respondent and the other tenants gave the landlord a signed written notice to end the tenancy effective August 31, 2025.
- [14] On August 8, 2025 the Applicant filed a Statement of Claim against the Respondent in the Supreme Court of Prince Edward Island (Small Claims Section) (the "Court").
- [15] On September 12, 2025 the Applicant filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking compensation against the Respondent.
- [16] On October 22, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for December 16, 2025.
- [17] On December 10, 2025 the Rental Office called the Respondent regarding the evidence deadline.
- [18] On December 11, 2025 the Rental Office called the Respondent and the Respondent confirmed that she did not submit any evidence and provided a family-member's email address.

- [19] On December 11, 2025 the Rental Office emailed the parties a 38-page PDF evidence package.
- [20] On December 16, 2025 at 9:00 a.m. the Applicant joined the teleconference hearing for determination of the Application. I called the Respondent and left a voicemail message. After ten minutes the hearing proceeded in the Respondent's absence.
- [21] The Respondent called the Rental Office at 9:15 a.m. from a phone number that was not on file and left a voicemail message. The Respondent's voicemail message was noticed at approximately 9:40 a.m. after the teleconference hearing had ended. The Rental Office contacted the Respondent to inform her that the teleconference hearing was over and explained to the Respondent the next steps in the process.

## ISSUE

- A. Must the Respondent compensate the Applicant for rent owing?

## ANALYSIS

- [22] The Applicant is seeking a monetary order against the Respondent in the amount of \$1,119.68.
- [23] The Applicant stated that the Respondent owes \$209.84 for March 2025 rent and \$909.84 for the security deposit.
- [24] I find that the Respondent must pay the Applicant \$209.84 by the timeline below.

### March 2025 rent

- [25] The evidence establishes that the Applicant and the Respondent entered into an assignment agreement on March 1, 2025 for effect April 1, 2025. However, the Applicant moved out and the Respondent moved into the Unit on March 1, 2025. I find that from March 1, 2025 to March 31, 2025 the parties had a subletting agreement.
- [26] The evidence establishes that the Respondent paid the Applicant \$700.00 on March 1, 2025 for March's rent. The Respondent did not pay the Applicant the remaining \$209.84 balance for March 2025's rent. It was the Respondent's responsibility to pay March 2025's rent to the Applicant under the subletting agreement.
- [27] I find that the evidence establishes that the Respondent owes the Applicant \$209.84 for March 2025's rent (see clause 30(6)(b) of the *Act*).

### Return of the security deposit

- [28] The evidence establishes that effective April 1, 2025 the parties' relationship changed from a subletting agreement to an assignment agreement. Clause 7 of the assignment agreement required that the Respondent pay the Applicant an amount equal to the security deposit.
- [29] The evidence establishes that the Respondent did not pay August 2025's rent. The landlord kept the security deposit balance to cover the rental arrears.
- [30] Based on the evidence provided, I find that I do not have the jurisdiction (authority) under the *Act* to determine the assignment agreement dispute in this case.

[31] The dispute between the Applicant and the Respondent is fundamentally a breach of contract dispute between the Assignor and the Assignee. The *Act* provides the Rental Office jurisdiction to determine disputes between landlords and tenants and between tenants and subtenants. It does not provide the Rental Office with jurisdiction to determine assignor-assignee disputes other than in circumstances stated in clauses 30(5)(a), (b) and (c). I find that clauses 30(5)(a), (b) and (c) does not apply in this case.

[32] The Application is allowed in part.

### **IT IS THEREFORE ORDERED THAT**

1. The Respondent must pay the Applicant \$209.84 by February 24, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 2nd day of February, 2026.

(sgd.) Cody Burke

---

**Cody Burke**  
**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.