INTRODUCTION

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

[2] The Applicant claims against the Respondent for compensation for towing the Applicant's vehicle (the "Vehicle"), in the amount of $2,500.00.

DISPOSITION

[3] I find that I do not have authority (jurisdiction) to determine the Applicant's claim.

[4] The *Act* does not provide me with authority to determine a claim by a subtenant against a landlord when there is no direct agreement between these parties.

BACKGROUND

[5] The Unit is a three-bedroom, one-bathroom unit located in a ten-unit building (the "Residential Property").

[6] The Respondent and a tenant ("MJ") entered into a written, monthly tenancy agreement that started in late 2019 or 2020 (the "Tenancy Agreement"). MJ paid the Respondent a security deposit in the amount of $600.00 or $675.00 around the beginning of the tenancy. MJ lives in the Unit. Rent in the amount of $1,293.00 is due on the first day of the month.

[7] The Applicant and MJ entered into a written agreement for a bedroom in the Unit with shared facilities and services that started on September 1, 2022 (the "Subletting Agreement"). The Applicant transfers MJ rent each month. A security deposit was not required.

[8] On October 10, 2025 the Applicant emailed the Rental Office and the Respondent a *Form 2(A) Tenant Application to Determine Dispute* for compensation claiming that the Respondent unlawfully towed the Vehicle (the "Application").

[9] On January 15, 2026 the Rental Office sent the parties notice of a teleconference hearing scheduled for February 12, 2026.

[10] On February 3, 2026 the Rental Office sent the parties a 64-page PDF and an audio recording evidence package.

[11] On February 12, 2026 the hearing was postponed to February 13, 2026 in accordance with the notice of hearing because of a part-day winter storm closure.

[12] On February 13, 2026 the Applicant and the Respondent participated in a teleconference hearing. The parties confirmed receipt of the evidence package. The parties confirmed that all evidence submitted to the Rental Office was included. The parties provided additional evidence after the hearing.

PRELIMINARY MATTER

A. Is there a tenancy agreement between the Applicant and the Respondent? Do I have authority to determine the Applicant's claim?

SUMMARY OF THE EVIDENCE REGARDING THE VEHICLE

[13] The Applicant's evidence is summarized as follows.

[14] The Applicant stated that he believed the Tenancy Agreement included a parking spot because the roommate who moved out before the Applicant moved in used a parking spot.

[15] The Applicant is the sole owner of the Vehicle and MJ does not currently own a vehicle.

[16] The Applicant stated that he filed the claim against the Respondent because the Respondent had the Vehicle towed by a towing company (the "Towing Company") without the Applicant's permission and without legal paperwork.

[17] The Applicant stated that on August 13, 2025 he received an email from the Respondent stating that a company was hired to repair the parking area (the "Lot") and the Vehicle needed to be moved. The Applicant stated that he had air put in the Vehicle's tires and on August 17, 2025 the Applicant moved the Vehicle to another location.

[18] The Applicant stated that he did not originally receive any paperwork or telephone calls from the City of Charlottetown (the "City") regarding the Vehicle being a derelict vehicle. The Applicant learned from the Respondent that there was a bylaw action against the Vehicle. The Applicant stated that he contacted the City several times.

[19] The Applicant stated that he received a telephone call from the City bylaws person, Todd Sutcliffe ("Sutcliffe"), and was told that there had been a bylaw action against the Vehicle for about nine months. Sutcliffe told the Respondent that paperwork had been put on the Vehicle, but it could have been taken by someone or disappeared. Sutcliffe told the Respondent that he had around two months to get the Vehicle fixed, around October 25, 2025, or longer if needed.

[20] Around September 18, 2025 the Applicant moved the Vehicle back to the Lot.

[21] On September 22, 2025 the Towing Company towed the Vehicle away to a storage location. On September 23. 2025 the Applicant noticed that the Vehicle was no longer parked in the Lot.

[22] The Applicant stated that he had an appointment to get the Vehicle fixed on September 29, 2025.

[23] On December 27, 2025 the Applicant paid the Towing Company $2,500.00 to cover the towing and storage charges and the Towing Company returned the Vehicle to the Lot. The Towing Company's total cost would have been $3,000.00 or $4,000.00 but the Applicant and the Towing Company agreed to $2,500.00. Most of the cost was for storage. The Applicant stated that the Respondent should have paid the Towing Company's cost and the Applicant did not have funds available to immediately pay this cost.

[24] The Applicant stated that the Lot has not been repaired.

[25] The Applicant stated that the Vehicle is currently *"pretty much junk… after they got their hands on it"* and it would take a lot of money to get the Vehicle fixed.

[26] The Respondent's evidence is summarized as follows.

[27] The Respondent stated that MJ did not have a vehicle when MJ moved into the Unit and the Tenancy Agreement did not include a parking spot. The Respondent stated that he would have tried to accommodate MJ if he got a vehicle. The Residential Property does not have assigned parking spaces.

[28] The Respondent stated that on November 15, 2021 City Council voted that the City could clean up the Residential Property through Public Works without notice and charge for the cost.

[29] The Respondent received a couple of complaints from the City regarding the Vehicle.

[30] The Respondent stated that the Applicant removed the Vehicle from the Lot after the Respondent sent the August 13, 2025 email. The Respondent thought that the Applicant had gotten rid of the Vehicle and the problem was resolved, however, the Vehicle returned about a week later.

[31] The Respondent stated that on September 22, 2025 he received permission from Mark Cantwell at the City to have the Vehicle towed because it was a derelict vehicle under the *Dangerous, Hazardous and Unsightly Premises Bylaw*. The Respondent stated that the Vehicle was derelict because it has flat tires and was not been registered or inspected since 2021.

[32] The Respondent agreed that the Towing Company towed the Vehicle away from September 22, 2025 to December 27, 2025.

[33] The Respondent stated that the Vehicle has damaged the Lot because it stayed in the same place for a long time and created ruts. The Respondent is concerned that the ruts are a hazard that could cause people to fall.

[34] The Respondent stated that the Lot has not been repaired because the Applicant filed the Application and this matter has not been determined. The Respondent was concerned that the Vehicle would come back and continue to damage the Lot.

PRELIMINARY MATTER DETERMINATION

A. Is there a tenancy agreement between the Applicant and the Respondent? Do I have authority to determine the Applicant's claim?

[35] For the reasons below, I find that there is no tenancy agreement between the Applicant and the Respondent. In the absence of a tenancy agreement, I do not have authority to determine the Applicant's claim.

[36] Subsection 1(w) defines a tenancy agreement as follows:

> *"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;*

[37] The Respondent's evidence is that a written tenancy agreement was entered into with solely MJ, who moved into the Unit over two years before the Applicant. The parties agree that the security deposit was paid by MJ to the Respondent and MJ directly e-Transfers rent payments to the Respondent.

[38] The evidence presented establishes the Tenancy Agreement between the Respondent and MJ.

[39] Subsection 33(6) addresses subletting, stating as follows:

> *Where a tenant has sublet a rental unit to another person*
> *(a) the tenant remains entitled to the benefits and is liable to the landlord for the breaches of the tenant's obligations under the tenancy agreement or this Act during the subtenancy; and*
> *(b) the subtenant is entitled to the benefits and is liable to the tenant for the breaches of the subtenant's obligations under the subletting agreement or this Act during the subtenancy.*

[40] At the hearing the Applicant stated that it is his understanding that MJ is his "landlord." The Applicant prepared a written agreement with MJ regarding their division of the rent and shared expenses. The Applicant pays his rent to MJ. The Applicant submitted evidence of his earliest rent payments to MJ.

[41] The evidence presented establishes the Subletting Agreement between the Applicant and MJ.

[42] The Applicant argued that, even though he is a subtenant, he is still a renter and the Applicant should pay the $2,500.00 cost.

[43] However, in the absence of a tenancy agreement directly between the Applicant and the Respondent, I do not have authority under the *Act* to determine the Applicant's compensation claim.

[44] As a result, the Application is dismissed.

[45] I note that MJ would not be considered a "landlord" as defined in subsection 1(h) of the *Act* because MJ lives in the Unit and *"a tenant occupying the rental unit…"* is excluded from the definition of landlord, as discussed in Island Regulatory and Appeals Commission Order LR24-72. Instead, MJ and the Applicant have a tenant-subtenant relationship.

CONCLUSION

[46] The Application is dismissed because I do not have authority under the *Act* to determine the Applicant's claim against the Respondent.

IT IS THEREFORE ORDERED THAT

1. The Application is dismissed.

DATED at Charlottetown, Prince Edward Island, this 10th day of March, 2026.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.