

## INTRODUCTION

- [1] This decision addresses an application filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlord seeks to keep the Respondent’s security deposit for rent owing, for a total claim of \$1,700.00.

## DISPOSITION

- [3] I find that there is no tenancy agreement between the parties, and there is no landlord-tenant relationship under the Act. Therefore, the Rental Office does not have jurisdiction to adjudicate the matter in dispute.
- [4] The Application is dismissed.

## BACKGROUND

- [5] The Unit is an apartment in a multi-unit building owned by the Landlord.
- [6] The question of whether a tenancy agreement existed between the parties is determined below.
- [7] On July 23, 2025, the Landlord’s Representative filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) with the Rental Office seeking to keep the Respondent’s security deposit for rent owing. The Landlord’s Representative served the Respondent by posting a copy to the Unit’s door on July 23, 2025.
- [8] On September 5, 2025, the Rental Office sent the Landlord’s Representative and the Respondent notice of a paper-based hearing with a first submission deadline of September 11, 2025.
- [9] On September 16, 2025, the Rental Office sent the Landlord’s Representative and the Respondent a 5-page PDF evidence package with a response submission deadline of September 22, 2025.
- [10] On September 23, 2025, the Rental Office sent the Landlord’s Representative and the Respondent a one-page PDF response evidence package.
- [11] On October 2, 2025, the Island Regulatory and Appeals Commission (the “Commission”) issued Order LR25-46, which is similar to this dispute, as it involved the Landlord, the Landlord’s Representative, and the Respondent, but a different rental unit and a different tenant.
- [12] On October 15, 2025, the Director added the Landlord as a party to this matter under section 81 of the Act, and all parties were notified of the continuation of the paper-based hearing. A copy of the Application and all evidence submitted to date was sent to the Landlord. The Landlord was given a submission deadline of October 31, 2025.
- [13] On October 16, 2025, the Rental Office sent the parties a copy of Order LR25-46, which was added to the record as Director’s Evidence.
- [14] On October 31, 2025, the Landlord requested an extension to the evidence submission deadline. The Landlord was given an extended submission deadline of November 7, 2025.
- [15] On November 7, 2025, the Landlord requested another extension to the evidence submission deadline. The Landlord was given an extended submission deadline of November 14, 2025. Due to technical difficulties, the Landlord’s evidence submission deadline was extended to November 27, 2025.

- [16] On November 28, 2025, the Rental Office sent the Landlord's additional evidence (a 145-page PDF) to the parties with a response submission deadline of December 10, 2025.
- [17] On December 10, 2025, the Respondent requested an extension to the evidence submission deadline. The Respondent was provided with an extended submission deadline of December 17, 2025.
- [18] On December 15, 2025, the Respondent requested another extension to the evidence submission deadline. The Respondent was provided with an extended submission deadline of December 22, 2025.
- [19] The Respondent submitted no evidence in this matter.
- [20] I have reviewed all of the evidence submitted and prepared this Order.

## ISSUE

- A. Is there a tenancy agreement between the Landlord and the Respondent?

## EVIDENCE

- [21] The Landlord's Representative stated the Respondent was given possession of the Unit on or about May 31, 2025. The Landlord's Representative stated that sometime in June 2025, the Respondent paid a \$1,700.00 security deposit for the Unit, but did not pay rent for June 2025. The Landlord is seeking to keep the security deposit for rent owing.
- [22] The Landlord's Representative stated that since 2023, she has often been approached by property managers seeking to rent properties at bulk prices. The Landlord's Representative stated that she first met the Respondent in March 2023, and the Respondent told her that he was a property manager.
- [23] In early March 2025, the Respondent contacted the Landlord's Representative and asked whether she had any vacant properties available for rent. The Respondent told the Landlord's Representative that he wanted to rent properties at bulk prices for subletting.
- [24] The Landlord's Representative submitted messages sent by the Respondent in May 2025, which stated:  
*"Are there any other apartments? I do have many clients at this time, but the issue is that we need good apartments..."* and *"Also, keep me posted if more apartments come up."*
- [25] The Landlord's Representative stated that between March 2025 and May 2025, the Respondent rented four properties from her, one of which included the Unit. She stated that only one written agreement was signed between the Respondent and the Landlord's Representative, and no written agreements were signed for the other three properties, including the Unit.
- [26] The Landlord's Representative stated that on May 31, 2025, the Respondent told her that he had paid the Landlord the security deposit. The Landlord's Representative then gave the Respondent the Unit's keys as the Respondent stated that he had subtenants ready to move in on June 1, 2025. The Landlord's Representative stated she later found that the Respondent had not paid the Landlord the security deposit in May 2025, and that it was not paid until sometime in June 2025.
- [27] The Landlord's Representative stated that on June 16, 2025, she messaged the Respondent to inform him that he was overdue in paying rent for the four rental properties, stating:  
*"You have too much payment didn't pay, owner is is very dissatisfied with my work" and "I know your family in the hospital, but I don't wanna lost my job."*

- [28] The Landlord's Representative stated that in June 2025, the Respondent paid \$7,000.00 toward rental arrears for the four rental properties, but he still owed \$6,100.00. In July 2025, the Respondent was \$12,700.00 in arrears.
- [29] The Landlord's Representative messaged the Respondent at that time, stating, "*You have a lot of units with unpaid rent right now...*" The Respondent replied, stating, "*I know, and I do understand business. Sorry about that.*"
- [30] The Landlord's Representative stated that she later learned that on May 22, 2025, the Respondent and the Unit's tenants had entered into a tenancy agreement for the Unit, 8 days before the Respondent was given possession of the property. The Respondent signed a tenancy agreement between the Respondent's company and the Unit's tenants, and the Landlord's Representative had only received a copy of that tenancy agreement from the Rental Office. A copy of the tenants' tenancy agreement was submitted as evidence.
- [31] The Landlord's Representative stated that she learned that the Respondent had collected thousands of dollars in prepaid rent from the Unit's tenants. She stated that she had not received the rent payments collected by the Respondent from the Unit's tenants and that she had not seen the Respondent since May 31, 2025.
- [32] The Landlord's Representative stated the tenancy agreement between the Respondent and the Unit's tenants was entered into without notice, consent, or authorization from the Landlord or the Landlord's Representative. Neither the Landlord nor the Landlord's Representative were provided with the agreement, or the contact information of the Unit's tenants from the Respondent. The tenancy agreement does not mention the Landlord, the Respondent used himself as a witness, and the Respondent directed the Unit's tenants to e-Transfer rent payments to the Respondent.

## ANALYSIS

### A. Was there a tenancy agreement between the Landlord and the Respondent?

- [33] A "tenancy agreement" is defined in the Act as "*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.*"
- [34] In Order LR25-46, the Commission determined a similar matter that also involved the Landlord, the Landlord's Representative, and the Respondent, but a different rental unit and a different tenant. The Commission stated as follows:

*"37. ... the Commission finds that [the Respondent] was, **at the time the Agreement was entered into, acting as either an agent or another person on behalf of the property owner, thus meeting the definition of "landlord" under the Act** [emphasis added]. We are satisfied that, based on the evidence we heard, [the Landlord's Representative] was the representative of the Landlord, but [the Landlord's Representative] had undertaken an arrangement with [the Respondent] to assist her in marketing several rental units, including the Rental Unit at issue in this appeal. In effect, it would seem that there was a chain of representation with [the Respondent] reporting to [the Landlord's Representative] and [the Landlord's Representative] reporting to the Landlord.*

38. *At the Rental Office hearing it seems that [the Landlord's Representative] purported that [the Respondent] was a "tenant". However, the Commission notes that no evidence of any written tenancy agreement between the Landlord and [the Respondent] was provided to the Commission. Nor was there any evidence that [the Respondent] ever occupied the Rental Unit. Further, there is evidence before the Commission that [the Respondent] was involved with [the Landlord's Representative] on several other units. The Commission, therefore, finds it untenable that [the Respondent] was truly a "tenant" of the Rental Unit, while also being involved with other units...*

41. *Accordingly, the Commission finds that [the Respondent] was not a tenant but rather was assisting [the Landlord's Representative] and thus an agent or acting on behalf of the Landlord. Therefore, the Agreement entered into between [the Respondent] and [the tenant] was a tenancy agreement for the Rental Unit, not a subletting agreement...*

**47. *In the Commission's opinion, any alleged lack of payment from [the Respondent] to the Landlord is a matter to be determined between them. A dispute between a landlord and an agent of a landlord is beyond the jurisdiction of the rental Office and the Commission...*** [emphasis added]

- [35] In this case, I find there is insufficient evidence to establish that the Landlord and the Respondent entered into an agreement that would be considered a "tenancy agreement" under the Act.
- [36] Similar to the Commission's finding, I find that the evidence supports that the Respondent entered into an arrangement with the Landlord's Representative to assist her in marketing several rental units, including the Unit. I further find that the evidence establishes that there was a chain of representation with the Respondent reporting to the Landlord's Representative and the Landlord's Representative reporting to the Landlord.
- [37] I find that the evidence does not establish that there was a written tenancy agreement between the Landlord and the Respondent as defined by the Act. There is no evidence that the Respondent occupied the Unit, and I find that the Respondent was not a "tenant" as defined by the Act.
- [38] I note that any alleged payment disputes directly between the Respondent, as an agent for the Landlord, and the Landlord and/or the Landlord's Representative are outside the Rental Office's jurisdiction.

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

1. There is no tenancy agreement between the parties, and there is no landlord-tenant relationship under the Act. Therefore, the Rental Office does not have jurisdiction to adjudicate the matter in dispute.
2. The Application is dismissed.

**DATED** at Charlottetown, Prince Edward Island, this 21st day of April, 2026.(sgd.) Mitch King

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**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.