

**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 access to the Property.

**DISPOSITION**

- [3] I find that the Rental Office does not have authority (jurisdiction) to determine the dispute between the parties. The Applicant's request for access to the Property is dismissed.

**BACKGROUND**

- [4] Since around 2015 the Respondents have owned a six-bedroom, two-bathroom, bungalow-style building (the "Property") which has a main floor and a basement. The Respondents are the parents of the representative (the "Representative").
- [5] In this case the existence of a tenancy agreement is in dispute.
- [6] On May 14, 2026 the Representative permitted the Applicant to move into the Property.
- [7] On May 18, 2026 the Representative changed the Property's locks, preventing the Applicant from accessing the Property.
- [8] On May 19, 2026 the Applicant filed a *Form 2(A) Tenant Application to Determine Dispute* seeking access to the Property (the "Application"). On this date the Applicant served the Representative with the Application.
- [9] On May 20, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for May 25, 2026 along with a copy of the Application.
- [10] The parties submitted and served evidence for the hearing. On May 20, 2026 the Applicant emailed the Rental Office and the Representative three attachments. On May 21, 2026 the Representative emailed the Rental Office and the Applicant three attachments. On this date the Applicant emailed the Rental Office and the Representative an additional attachment.
- [11] On May 21, 2026 the Applicant filed an amended *Form 2(A) Tenant Application to Determine Dispute* with an additional request for interim access to the Property before the scheduled tele-hearing (the "Amended Application").
- [12] On May 22, 2026 I denied the Applicant's request for interim access to the Property because the existence of a tenancy agreement is in dispute. The parties were informed that they must provide their affirmed, oral evidence at the tele-hearing before any order would be issued regarding the Applicant being provided access to the Property.
- [13] On May 25, 2026 the parties joined the tele-hearing. The parties confirmed that all the evidence that they submitted for this dispute was included in three emails submitted to the Rental Office and served to the other party. The parties confirmed that they did not submit any audio recordings.
- [14] I also note that at the hearing the parties provided conflicting evidence regarding service of the Amended Application. The Applicant believed he served the Representative with the Amended Application. The Applicant did not provide proof of service for the Amended Application.

- [15] The Representative denied that the Applicant served the Amended Application. The Representative stated that he only received a copy of the Amended Application from the Rental Office on May 22, 2026.
- [16] I note that the Amended Application request for interim access was already denied. The Application for access to the Property is determined below.

## ISSUE

- A. Does the Rental Office have authority to determine the access dispute between the parties?

## ANALYSIS

- [17] In this case the existence of a tenancy agreement is in dispute.
- [18] The parties agree that no written and signed tenancy agreement was completed. The parties also agree that no payments were made for a security deposit or rent.
- [19] The Applicant argues that there was a tenancy agreement based upon the message correspondence and oral conversations between the Applicant and the Representative. The Applicant referred to message correspondence between the parties, Island Regulatory and Appeals Commission Order LR24-35, and screenshots from several websites. The Representative also submitted message correspondence.
- [20] Subsection 1(w) defines 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;*
- [21] Although the *Act* broadly defines tenancy agreement, parties must agree upon the fundamental terms, such as the rent payable, as specified in section 11 of the *Act*.
- [22] I have reviewed the message correspondence between the parties and I note that it contains limited information regarding an agreement on the rent payable and the security deposit amount.
- [23] After a review of the evidence, I find that the parties did not reach an agreement regarding the rent payable for the Property. Subsection 1(n) defines rent as follows:
- “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);*
- [24] The Applicant stated that there was oral agreement that the Applicant would provide caretaker services for the Property plus a \$450.00 monthly payment.
- [25] The message correspondence shows that the parties had discussions regarding the Applicant completing caretaker services as part of the rent. However, the evidence presented does not establish that the parties reached an agreement.
- [26] Both parties stated that they did not sign a caretaker agreement.

- [27] The Applicant's message correspondence shows that on May 14, 2026 the Representative provided the Applicant with the caretaker agreement for the current caretaker (the "Caretaker"). However, the correspondence does not establish that the Representative agreed to the Applicant completing the caretaker services as part of the rent.
- [28] The Representative denied that the parties entered into a caretaker agreement. The Representative stated that the Applicant tried to negotiate for solely providing caretaker services, with no monthly payment required. The Representative was unwilling to agree to no rent payments because the caretaker responsibilities were minimal. The Representative noted that the Application's particulars had originally stated "*No Rent*" and the Applicant crossed out these words.
- [29] The Representative stated that the current Caretaker continues to live in the Property's caretaker room. The Caretaker has not provided notice or been served with notice to move out of the Property.
- [30] Based upon the evidence presented, I find that the parties did not enter into an oral or written caretaker agreement and the rent payable was not agreed upon. The parties had negotiations regarding an agreement but ultimately no agreement was reached.
- [31] The evidence presented does not establish that the parties agreed upon a security deposit amount. The Applicant stated that the security deposit was supposed to be \$450.00. However, a security deposit amount is not specified in the message correspondence and the Representative denied agreement to this amount.
- [32] I am also not satisfied that the parties agreed upon the space and facilities being rented. Although the Applicant moved into a specific bedroom, the space that would be rented is unclear. The Representative stated that there was a basement bedroom and a main floor bedroom that were available and the Applicant expressed interest in both bedrooms after moving in.
- [33] For these reasons, I find that the parties did not enter into a tenancy agreement because they did not agree upon fundamental terms.
- [34] The Representative was not required to provide the Applicant with a copy of the tenancy agreement under subsection 11(3) because the parties did not enter into a tenancy agreement.

### **GUEST ACCESS**

- [35] Based upon the evidence presented, I find that the Representative permitted the Applicant to move into the Property as a guest.
- [36] The Applicant and the Representative have known one another since around 2016 when they were counsellors at a summer camp. They did not have contact for a number of years until April 14, 2026 when the Applicant contacted the Representative through Facebook Messenger asking for money to pay for a flight. The Representative told the Applicant that he could not afford to send money.
- [37] On May 12, 2026 the Applicant contacted the Representative regarding a listing on Facebook Marketplace. On May 14, 2026 the Representative permitted the Applicant to move into the Property because the Applicant was in need of an immediate place to stay.
- [38] It appears that the Representative permitted the Applicant to move into the Property without a tenancy agreement because the parties knew one another and the Representative was trying to help the Applicant.
- [39] Unfortunately, after the Applicant moved into the Property conflict arose between the Applicant and the Caretaker and the parties did not later enter into a tenancy agreement.

**ACCESS & POSSESSION UNDER THE ACT**

[40] I note that, when a tenancy agreement exists, landlords are prohibited from changing the locks to a rental unit under the *Act* unless they provide their tenants with the new keys for access. Subsection 26(1) states:

*A landlord shall not change a lock or other means that give access to the rental unit or to common areas of the residential property unless the landlord provides each tenant with a new key or other means that give access to the tenant's rental unit and the common areas of the residential property as soon as practicable.*

[41] Further, subsection 51(4) restricts a landlord from regaining possession to a rental unit as follows:

*A landlord shall not regain possession of a rental unit unless*  
*(a) the tenant has vacated the rental unit or has abandoned the rental unit in accordance with section 42; or*  
*(b) the Director has made an order directing the tenant to vacate the rental unit and the order has been sent to the sheriff for enforcement.*

[42] In this case the evidence establishes that a tenancy agreement was not created. As a result, sections 26 and 51 of the *Act* do not apply to the dispute between the parties.

[43] However, in cases where a tenancy agreement exists, the *Act* authorizes significant, negative consequences where locks are changed or possession of a rental unit is obtained in contravention of the *Act*.

**CONCLUSION**

[44] I find that the parties did not enter into a tenancy agreement. I find that the dispute between the parties is not a landlord-tenant dispute governed by the *Act* and I do not have authority to determine the dispute.

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

**IT IS THEREFORE ORDERED THAT**

1. The Application is dismissed because the Rental Office does not have authority to determine the dispute between the parties.

**DATED** at Charlottetown, Prince Edward Island, this 26th day of May, 2026.

(sgd.) Andrew Cudmore

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**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.