

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 Respondent served the Applicant with an eviction notice for behaviour, damage and the end of an employment relationship.
- [3] The Applicant filed an application disputing the eviction notice.
- [4] There is a preliminary issue regarding whether the Rental Office has jurisdiction (authority) to determine this dispute.

BACKGROUND

- [5] The Applicant’s father (“KAM”) purchased the Property from the Respondent’s grandmother under a deed made on April 15, 2008. The Applicant moved into the Property shortly after this purchase.
- [6] The Applicant’s brother and KAM’s son is KJM.
- [7] On or about June 15, 2026 the Respondent purchased the Property from KAM through a deed KJM signed in his capacity as KAM’s attorney under a power of attorney. The Applicant disputes the validity of this transaction.
- [8] On June 18, 2026 the Respondent served the Applicant with a *Form 4 (A) Eviction Notice* (the “Notice”) for behaviour, damage and the end of an employment relationship. The particulars of termination state:

“The house has been run down, Not Kept in livable condition. No Water or Working Sewar. House in Need of extensive Structural repair.”

- [9] On June 19, 2026 the Applicant filed a *Form 2 (A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office disputing the Notice. The Applicant served the Respondent with the Application the same day. The Application’s particulars state as follows:

“Supposed to be RENT to OWN from my father. My Brother has been trying to get me out repeatedly Taking Advantage of DAD selling property to Next Door Neighbor. DAD still belives he owns my house. I contacted Adult Protection Serivces.”

- [10] On June 24, 2026 the Rental Office emailed the parties notice of a tele-hearing scheduled for July 16, 2026, along with a copy of the Application.
- [11] On July 9, 2026 the Rental Office issued a 117-page PDF and 3 Applicant videos evidence package to the parties.
- [12] On July 14, 2026 the Respondent sent the Rental Office an email with additional evidence, being two documents from the Department of Housing, Land and Communities and a vendor statement of adjustments regarding the Property.
- [13] On July 16, 2026 the Applicant, the Applicant’s lawyer (“Counsel”) and the Respondent participated in a tele-hearing. The parties confirmed receipt of the 117-page PDF.
- [14] The Respondent stated that he had not sent the Applicant or Counsel a copy of the additional evidence. I emailed the Respondent’s additional evidence to the Applicant and Counsel. The Respondent stated that he had not received the Applicant’s videos. I emailed the Respondent these videos. Upon receipt of these emails the parties confirmed that everything previously submitted to

the Rental Office that was intended for the determination of this dispute was included in the evidence package and the additional evidence.

DISPOSITION

- [15] I find that the Rental Office does not have jurisdiction to determine this dispute because the Applicant and the Respondent do not have a landlord-tenant relationship.
- [16] The Applicant and the Respondent should obtain legal advice regarding their rights and obligations.

PRELIMINARY MATTER

- A. Does the Rental Office have jurisdiction to determine the dispute between the Applicant and the Respondent?

DETERMINATION

- [17] I only have jurisdiction to determine disputes that are authorized by the *Residential Tenancy Act*.
- [18] Subsection 1(o) defines a rental unit as follows:
- “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;*
- [19] The parties provided the following descriptions of the Property.
- [20] The Applicant stated that there is a two-story house, with four rooms upstairs, located on the Property. A wood building and a little storage building on a trailer with wheels are also located on the Property.
- [21] The Applicant stated that the house does not have running water because the water pump is not working. The Applicant brings water to the Property that he uses. For instance, the Applicant obtains water that is poured into a toilet in order for the toilet to be usable.
- [22] The Respondent stated that the Property is “*non-liveable*.” The Respondent provided photographs of the Property.
- [23] The Respondent stated that the house has no running water, no working septic system, the ceilings are sagging, all of the plaster is off the upstairs’ ceilings, and there is garbage throughout. The workshop building on the Property has fallen down.
- [24] The Respondent’s additional evidence included a January 5, 2026 letter from the Department of Housing, Land and Communities to KAM which stated in part:
- “We are writing to inform you that the home located at the above noted address has collapsed. As a result, debris is being blown beyond the property boundaries into surrounding areas, posing a safety hazard to the public, nearby residents and surrounding properties.*
- Enclosed is a clean up order issued under the Unsightly Property Act R.S.P.E.I. 1988, Cap U-5, requiring you to remove all debris and secure the site.”*
- [25] The Respondent also submitted a Clean-Up Order which orders KAM to remove from the Property the “*unsightly buildings (home)*.”

- [26] Based upon the parties' evidence regarding the Property's condition, it is questionable whether the Property can be considered a *"rental unit"* within the meaning of the Act.
- [27] More importantly, I find that the Applicant and the Respondent do not have a landlord-tenant relationship for the reasons below.
- [28] Subsections 1(n) and (w) of the *Residential Tenancy Act* define "rent" and "tenancy agreement" 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);
- "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.*
- [29] The Applicant stated in the Application's particulars that he has an oral rent-to-own agreement with his father, KAM. At the hearing the Applicant stated that he solely has a rent-to-own agreement with KAM.
- [30] The Applicant stated that under this oral agreement he made \$350.00 payments towards the house and \$100.00 payments for the property taxes since the Applicant moved into the Property in 2008.
- [31] The Applicant did not sign a rental agreement or a tenancy agreement with KAM. The Applicant did not pay a security deposit to KAM.
- [32] Counsel stated that KAM told Counsel that KAM had a rent-to-own arrangement with the Applicant. Counsel stated that in his meeting with KAM he received no evidence that KAM wanted KJM to sell the Property to the Respondent.
- [33] The Respondent disputes that the Applicant in fact made payments to KAM for the Property. The Respondent stated that he was told by KJM that KJM looked through KAM's finances and could not find records of payments from the Applicant to KAM.
- [34] The Respondent stated that there is no written rental agreement between the Applicant and KAM. The Respondent stated that KAM is *"not in his right mind."*
- [35] Based upon the evidence presented, I find that the Applicant and his father KAM did not have a landlord-tenant relationship.
- [36] Instead, the disputes between the parties appear to involve issues of ownership. A tenancy agreement does not grant a tenant a property ownership interest.
- [37] Whether or not the real estate transaction is valid between the Respondent and KAM through attorney KJM, the Respondent would not automatically become a landlord after the transaction when no landlord-tenant relationship existed beforehand.
- [38] The Applicant and the Respondent did not sign a tenancy agreement after the transaction. The Applicant has not paid the Respondent rent or a security deposit. The Respondent did not receive any credits for rent or a security deposit through the real estate transaction. The Respondent stated that the Applicant has not offered to pay rent and the Respondent would not accept rent from the Applicant if offered.

- [39] The Respondent stated that the Applicant was supposed to be gone from the Property when the real estate transaction was completed. The Respondent served the Applicant with the Notice because the Royal Canadian Mounted Police told him it was a rental-civil issue and the police could not evict the Applicant.
- [40] I find that the Applicant and the Respondent did not directly enter into a tenancy agreement.
- [41] For these reasons, I find that the Applicant and the Respondent do not have a landlord-tenant relationship. Therefore, the Rental Office does not have jurisdiction to determine the disputes between the Applicant and the Respondent regarding the Property.
- [42] The *Act* does not apply regarding the disputes between the parties.

Respondent's Question at the Hearing

- [43] At the hearing the Respondent essentially asked what would happen if the Rental Office did not have jurisdiction to determine the dispute. The Respondent wanted to know whether the Applicant would be considered a "*squatter*?"
- [44] I note that there are other forms of lawful occupation of a property that are not within the Rental Office's jurisdiction. In other words, being a tenant under the *Act* is only one of many ways a person can lawfully occupy a property.
- [45] It is not the Rental Office's role to determine whether or not a person is a "*squatter*."
- [46] I have solely determined that the relationship between the Applicant and the Respondent is not a landlord-tenant relationship governed by the *Act* and I do not have jurisdiction to determine the disputes between the parties.
- [47] The Applicant and the Respondent should obtain legal advice regarding their rights and obligations.

CONCLUSION

- [48] The Application is dismissed because the Applicant and the Respondent do not have a landlord-tenant relationship.
- [49] The Applicant and the Respondent should obtain legal advice regarding their rights and obligations.

IT IS THEREFORE ORDERED THAT

1. The Application is dismissed because the Rental Office does not have jurisdiction to determine the disputes between the Applicant and the Respondent regarding the Property.
2. The *Act* does not apply to the disputes between the Applicant and the Respondent.

DATED at Charlottetown, Prince Edward Island, this 20th day of July, 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.