

INTRODUCTION

- [1] This decision addresses an application filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).
- [2] The Respondent served the Applicant with an eviction notice for non-payment of rent and repeated late rent payments.
- [3] The Respondent filed an application seeking rent owing, vacant possession and earlier termination. However, the Respondent’s application was no longer necessary as of the hearing date because money was no longer outstanding.
- [4] The Applicant filed an application disputing the eviction notice.
- [5] There is a preliminary issue regarding whether the Rental Office has jurisdiction (authority) to determine this dispute.

BACKGROUND

- [6] The Respondent has owned the 5,700-square-foot Property, a converted homestead with multiple bedrooms and bathrooms, since April 2004.
- [7] The Applicant is the Respondent’s son and they both currently live in the Property.
- [8] Between 2004 and 2020 the Applicant lived in the Property without any financial contribution.
- [9] In the summer of 2020, the Applicant moved out of the Property. On December 25, 2020 the Applicant moved back into the Property.
- [10] Between 2021 and 2022 the Applicant started paying the Respondent \$300.00 a month. The monthly amount was reduced to \$250.00 a month for a brief period of time.
- [11] In 2024, the monthly amount increased to \$400.00. The Applicant also paid for his own internet.
- [12] In early-2026 the Respondent wanted the Applicant to move out of the Property, and the Applicant refused, claiming he had rights as a “tenant.”
- [13] The Respondent disputed that the Applicant was a “tenant” because there was no tenancy agreement between the parties.
- [14] The Respondent contacted the Royal Canadian Mounted Police (the “RCMP”) and requested the RCMP remove the Applicant from the Property. The Respondent stated that the RCMP refused to remove the Applicant because it was possibly a residential tenancy dispute.
- [15] As a result, on July 1, 2026 the Respondent served the Applicant with a *Form 4(A) Eviction Notice* effective July 20, 2026 for non-payment of rent and repeatedly late rent payments (the “Notice”).
- [16] On July 1, 2026 the Respondent also e-mailed the Applicant and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking a monetary order for rent owing, vacant possession of the rental unit and earlier termination of the tenancy agreement.
- [17] On July 7, 2026 the Applicant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Notice (the “Application”). The Applicant personally delivered the Application to the Respondent.

- [18] On July 15, 2026 the Rental Office e-mailed the parties notice of a tele-hearing scheduled for August 6, 2026.
- [19] On July 28, 2026 the Rental Office provided the parties with a 26-page PDF and 2-video evidence package.
- [20] On August 6, 2026 the Applicant and the Respondent participated in the tele-hearing. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included.
- [21] At the beginning of the hearing, it was determined that the Respondent's application was no longer necessary to determine because there was no longer money outstanding from the Applicant and the eviction claims were unnecessary to determine because of the Application.

DISPOSITION

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

PRELIMINARY ISSUE

- A. Does the Applicant and the Respondent have a landlord-tenant relationship?

EVIDENCE

- [24] The Applicant and the Respondent dispute whether or not there is a landlord-tenant relationship between them.
- [25] The Applicant stated that he is a "*tenant*" and that there is an oral tenancy agreement with the Respondent, which started in 2025. The Applicant stated that he would pay "*rent*" before the end of each month.
- [26] The Applicant stated that he always referred to the money paid to the Respondent as "*rent*," however, he admitted to not considering himself a "*tenant*" prior to 2025.
- [27] The Applicant stated that he started considering himself a "*tenant*" after tension arose and issues started with the Respondent. The Applicant stated that he wanted to ensure he had "*rights*" because of the issues with the Respondent.
- [28] The Respondent stated that this was never a landlord-tenant relationship. The Applicant is her son and it is a disagreement between family members.
- [29] The Respondent stated that the Applicant lived in the Property his whole life until he moved out for a few months.
- [30] The Respondent stated she wanted to teach her son financial responsibility. When the Applicant started working, she charged him a specific amount of money, which was paid in two installments, whenever the Applicant received a paycheck.
- [31] The Respondent stated that the amount fluctuated depending on whether the Applicant's income decreased or increased. The Respondent stated that the Applicant pays the internet bill for the Property because he is the only person who wants internet.

- [32] The Respondent stated that she only served the Notice and filed an application with the Rental Office because the RCMP would not assist her and they suggested this was a residential tenancy dispute.

ANALYSIS & FINDINGS

- [33] I only have jurisdiction to determine disputes that are authorized by the Act.

- [34] Subsections 1(n) and (w) of the 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.

- [35] I have reviewed the parties’ evidence and submissions.

- [36] The Applicant and the Respondent are immediate family who have lived together for over twenty years except for a few months in 2020. Although uncommon, family members may have a formal arrangement or contract such as a tenancy agreement with one another.

- [37] However, I find that there is no direct or objective evidence to establish that there was any form of a tenancy agreement between the Applicant and the Respondent.

- [38] The Applicant’s evidence establishes that, despite paying money to the Respondent, his mother, since 2021 or 2022 he did not consider himself a “tenant” until 2025. The parties agreed that there was no written tenancy agreement.

- [39] The Applicant stated that the tenancy was under an oral and implied tenancy agreement. A tenancy agreement may be found valid if it is indeed oral and/or implied.

- [40] However, I find that the evidence does not establish an oral or implied tenancy agreement. Based on the Applicant’s evidence he considered “*himself a tenant*” and admitted to not having any agreement or discussion with the Respondent regarding a tenancy agreement.

- [41] A fundamental principle in contract law is a “*meeting of the minds*” which essentially means that two parties come to agreement to enter into a formal contract. This is often evident in tenancy agreements with specific terms and conditions agreed upon such as: the amount of rent, when rent is due, a security deposit amount and services and facilities included or excluded in the rent.

- [42] In this case, the evidence does not establish that the Respondent agreed to such a formal arrangement with the Applicant. This is also supported by the conflicting evidence the parties provided regarding whether or not the money was due at the end of the month or in two installments on the Applicant’s pay days.

- [43] Based on the evidence in this case, I find that the Applicant and the Respondent are not in a landlord-tenant relationship.

- [44] The parties did not sign a written tenancy agreement, did not discuss any terms and conditions which would be required or expected in a tenancy and did not discuss formalizing their arrangement when the Applicant started paying the Respondent money monthly.

[45] Instead, the dispute between the parties appears to involve a disagreement between family members, which I do not have the jurisdiction to determine or resolve.

[46] I find that the *Act* does not apply regarding the disputes between the parties.

CONCLUSION

[47] 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 parties regarding the Property.

[48] The Application is dismissed.

[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 dispute 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 7th day of August, 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.