

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 Applicant seeks compensation against the Respondent for return of rent and punitive damages, in the total amount of \$16,000.00.
- [3] There is a preliminary issue regarding whether the Rental Office has jurisdiction (authority) to determine this dispute.

BACKGROUND

- [4] The Unit is an apartment located in a 15-unit building (the “Residential Property”) owned by the Respondent.
- [5] In December 2018 the Applicant moved into the Unit and became the Respondent’s tenant’s roommate.
- [6] On January 30, 2026 the Applicant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office seeking compensation against the Respondent.
- [7] On April 17, 2026 the Applicant amended the *Form 2(A) Tenant Application to Determine Dispute* (the “Application”).
- [8] On June 2, 2026 the Rental Office mailed and e-mailed the parties notice of a tele-hearing scheduled for July 14, 2026.
- [9] On July 8, 2026 the Rental Office proved the parties a TitanFile link to a 45-page PDF and 22-video evidence package.
- [10] On July 14, 2026 the Applicant, the Respondent’s legal counsel (the “Representative”) and the Respondent’s witness (the “Witness”) 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.

DISPOSITION

- [11] The Rental Office does not have jurisdiction to determine this dispute because the Applicant and the Respondent do not have a landlord-tenant relationship.

PRELIMINARY ISSUE

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

EVIDENCE

- [12] The Applicant stated that he moved into the Unit as a roommate with the Respondent’s tenant. The Applicant stated that he did not sign a tenancy agreement with the Respondent or with the Respondent’s tenant. The Applicant stated that the Respondent’s tenant also did not have a written tenancy agreement with the Respondent.
- [13] The Applicant stated that he pays half of the rent to the tenant in cash each month.

- [14] The Applicant stated that in October 2023 he called the property manager because he wanted to be included on the rent receipts each month. The Applicant stated that the property manager knew he was living in the Unit and he received no complaints about him living in the Unit.
- [15] The Applicant stated that he believed he was a “tenant” beginning in 2023. The Applicant stated that while living in the Unit he had different conversations with the property manager about moving into a vacant rental unit in the Residential Property. The Applicant stated that he believed the property manager misled him as the vacant rental unit was rented to another person.
- [16] The Representative stated that the Applicant is not considered a “tenant” because there is no tenancy agreement with the Respondent, who is the property owner. The Representative stated that the Respondent’s tenant did not seek approval before subletting the Unit. The Representative stated that this is a “tenant-to-tenant dispute” because there is no contractual arrangement between the Applicant and the Respondent. The Representative stated that any contractual arrangement is between the Applicant and the Respondent’s tenant.
- [17] The Representative stated that included in the Respondent’s evidence are *Form 8 Tenant Notice of Annual Allowable Rent Increase* directed solely to the Respondent’s tenant in the Unit. This shows that the Respondent never considered the Applicant a “tenant.”

ANALYSIS & FINDINGS

- [18] I only have jurisdiction to determine disputes that are authorized by the *Act*.
- [19] Subsection 1(w) of the *Act* 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.*
- [20] I have reviewed the parties’ evidence and submissions.
- [21] I find that the evidence does not establish that there was a tenancy agreement between the Applicant and the Respondent.
- [22] The Applicant’s evidence suggests that the Respondent’s property manager’s actions such as including his name on rent receipts and offering to rent a vacant rental unit to him establish a landlord-tenant relationship. The Applicant stated that, despite moving into the Unit in December 2018, he did not consider himself a “tenant” until 2023.
- [23] The evidence establishes that the Applicant was allowed to move into the Unit by the Respondent’s tenant. There is insufficient evidence to definitively characterize the nature of the relationship between the Applicant and the Respondent’s tenant, when the Applicant first moved into the Unit. However, it appeared to be a “roommate” or “subtenant” relationship. There is no evidence to establish that the Applicant was a co-tenant of the Respondent.
- [24] Subsection 30(6) of the *Act* sets out the consequences of subletting 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.*

- [25] Although a tenancy agreement can be oral and implied between a landlord and a tenant, I find that the evidence presented does not establish such a finding between the Applicant and the Respondent.
- [26] The Respondent's property manager including the Applicant in a rent receipt or offering to rent a vacant rental unit are not equivalent to entering into a tenancy agreement.
- [27] Therefore, I find that the Applicant and the Respondent do not have a landlord-tenant relationship. Instead, the Applicant is either a "roommate" or "subtenant" of the Respondent's tenant and can only make an application to the Rental Office against the Respondent's tenant, as stated under clause 30(6)(b).
- [28] I find that the Rental Office does not have jurisdiction to determine the dispute between the parties regarding the Unit and the proposed rental unit.
- [29] Further, I find that the Rental Office does not have the authority to award the punitive damages sought in the Application.

CONCLUSION

- [30] The Applicant and the Respondent do not have a landlord-tenant relationship. Therefore, the Rental office does not have jurisdiction to determine the dispute between the parties regarding the Unit.
- [31] The Application is dismissed.

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 Unit.

DATED at Charlottetown, Prince Edward Island, this 10th 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.