INTRODUCTION

[1] This decision addresses an application that the Tenant filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "*Act*").

[2] The Tenant is seeking a determination that the Landlord improperly restricted the Tenant's access to the Unit and an order permitting the Tenant to regain access to the Unit and to her personal belongings.

BACKGROUND

[3] In December 2021 the parties were in a common-law relationship. The Landlord owns the Unit and the Tenant lived in the Unit with the Landlord.

[4] On or around June 24, 2026 the parties' common-law relationship ended.

[5] The parties entered into an oral monthly tenancy agreement for the Unit. Rent in the amount of $1,500.00 is due on the first day of the month. No security deposit was required.

[6] On July 27, 2026 the locks for the Unit were changed. The Tenant continued to occupy the Unit.

[7] On September 1, 2026 the Tenant was unable to access the Unit.

[8] On September 2, 2026 the Tenant e-mailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* seeking determination that the Landlord improperly restricted the Tenant's access to the Unit (the "Application").

[9] On September 11, 2026 the Rental Office provided the parties with notice of a tele-hearing scheduled for September 18, 2026.

[10] On September 15, 2026 the Rental Office provided the parties with notice of a paper-based hearing with a first submission timeline of September 18, 2026.

[11] On September 16, 2026 the Tenant provided the Rental Office with a signed *Certificate Respecting Evidence*.

[12] On September 18, 2026 the parties provided the Rental Office with answers to questions asked by the Rental Officer.

[13] On September 21, 2026 the Rental Office provided the parties with an 83-page PDF evidence package, with a response submission timeline of September 24, 2026.

[14] On October 1, 2026 the Rental Office provided the parties with a 41-page PDF response evidence package.

[15] I have reviewed all of the evidence submitted and prepared this Order.

DISPOSITION

[16] There is a landlord-tenant relationship between the parties. The tenancy may only be terminated in accordance with a method permitted under the *Act*.

[17] The Landlord must provide the Tenant with access to the Unit and her personal belongings.

[18] The Tenant is not responsible for paying rent or utilities to the Landlord for the period during which she was restricted from accessing the Unit.

PRELIMINARY ISSUE

A. Is there a landlord-tenant relationship between the parties?

PRELIMINARY ANALYSIS & FINDINGS

[19] I find that I have authority (jurisdiction) to determine the dispute between the parties.

[20] Subsection 2(1) of the *Act* states that the *Act* applies to tenancies of rental units. In other words, there must be a landlord-tenant relationship under a tenancy agreement for me to determine a dispute between parties.

[21] The evidence establishes that the parties were in a common-law relationship until June 2026. However, the evidence also establishes that the parties agreed, in their own written submissions, that there was an oral tenancy agreement between the parties. The parties' evidence also corroborates the details of the tenancy including: the tenancy being periodic (monthly), the rent amount, when rent is due, the utilities included / excluded and that there was no security deposit required.

[22] I find that the evidence establishes that there is a landlord-tenant relationship between the parties and that I have the jurisdiction (authority) to determine the dispute.

ISSUE

A. Must the Landlord provide the Tenant with access to the Unit and her personal belongings?

EVIDENCE

[23] The Tenant stated that the Unit's locks were changed in late July 2026. The Tenant continued to occupy the Unit during this period of time. The Tenant stated that on August 27, 2026 she left the Unit temporarily and when she returned to the Unit on September 1, 2026, she was unable to access the Unit.

[24] The Tenant stated that she was away from the Unit for a few days, but did not vacate the Unit nor abandon the Unit.

[25] The Tenant stated that she did not receive an eviction notice from the Landlord.

[26] The Tenant submitted text messages to a roommate and/or another occupant of the Unit. The text messages stated that the roommate believed that the Tenant was "*kicked out*."

[27] The Tenant submitted a witness submission from "NB" regarding the Tenant being restricted from access the Unit on September 1, 2026.

[28] The Tenant responded to the Landlord's evidence with written submissions and additional documents.

[29] The Landlord stated that on July 27, 2026, the locks were changed in the Unit. The Tenant continued to occupy the Unit and had keys for the new locks.

[30] The Landlord stated that the other occupants / roommates in the Unit complained about comments made by the Tenant.

[31] The Landlord stated that other occupants / roommates informed him that the Tenant left the Unit in mid-August 2026, and left her keys inside the Unit.

[32] The Landlord stated that the relationship with the Tenant deteriorated. The Landlord stated that he wanted the Tenant to leave the Unit but did not serve the Tenant with an eviction notice.

[33] The Landlord stated that the Tenant paid rent for July 2026 and August 2026, but September 2026 rent was not paid.

[34] The Landlord stated that he did not change the locks on September 1, 2026, arrange for the locks to be changed or instruct the other occupants / roommates to refuse the Tenant entry.

[35] The Landlord submitted into evidence a witness statements (the "Statements") from the other occupants / roommates.

[36] The Statements essentially state that the other occupants / roommates moved into the Unit on or around July 15, 2026. The Tenant left the Unit on or around August 17, 2026, leaving her keys to the Unit behind. The Tenant returned to the Unit on September 1, 2026 but could not enter the Unit because the Unit was locked and nobody was inside the Unit. The other occupants / roommates denied changing the locks, refusing the Tenant access to the Unit or preventing the Tenant from accessing the Unit.

[37] The Landlord submitted into evidence another witness statement from ("TL").

ANALYSIS & FINDINGS

[38] Clauses 24 and 26(1) of the *Act* state:

> *A landlord shall not unreasonably restrict access to a rental unit and common areas of the residential property by*
> *(a) the tenant of the rental unit; or*
> *(b) a person permitted in the rental unit and common areas by that tenant.*
>
> *(1) 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.*

[39] I find that the evidence establishes that the Tenant did not have access to the Unit since September 1, 2026.

[40] However, I find that the evidence does not establish that the Landlord or an agent of the Landlord intentionally restricted the Tenant access to the Unit.

[41] In this case, I find that the intention does not matter because the Tenant is only seeking a determination that she is permitted access to the Unit and her personal belongings. I find that the Tenant is granted this remedy.

[42] The Landlord must provide the Tenant with access to the Unit and to her personal belongings immediately.

[43] If the Landlord wishes to end the tenancy, he must serve the Tenant with a *Form 4(A) Eviction Notice* with a valid reason contained in the eviction notice. The parties may also mutually agree to end the tenancy.

[44] Despite the insufficient evidence regarding the Landlord intentionally restricting the Tenant access to the Unit, I find that the Tenant has not occupied nor received any benefit from the Unit under the tenancy agreement since September 1, 2026.

[45] As a result, I find that the Tenant is not responsible for paying rent or utilities to the Landlord for the period during which she was restricted from accessing the Unit. The Tenant does not owe the Landlord September 2026 rent or utilities. The Tenant may be responsible for a portion of October 2026's rent and utilities depending on when the Tenant is given access to the Unit and her personal belongings.

[46] The Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The tenancy may only be terminated in accordance with a method permitted under the *Act*.

2. The Landlord must provide the Tenant with access to the Unit and her personal belongings immediately.

3. The Tenant is not responsible for paying rent or utilities to the Landlord for the period during which she was restricted from accessing the Unit.

4. The Tenant does not owe the Landlord September 2026 rent or utilities. The Tenant may be responsible for a portion of October 2026's rent and utilities depending on when the Tenant is given access to the Unit and her personal belongings.

DATED at Charlottetown, Prince Edward Island, this 9th day of October, 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.