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 a Notice of Trespass dated July 31, 2026 under the *Trespass to Property Act*, RSPEI 1988, T-6 (the "Trespass Notice").

[3] The Applicant filed an application with the Rental Office disputing the Trespass Notice.

BACKGROUND

[4] The Property is composed of two shop buildings that were connected together. The Property does not have running water, bathrooms, bedrooms or a kitchen. There is a house (the "House") located nearby the Property that is located on the same parcel of land.

[5] In 2018 the Applicant and the Respondent started living together in a common-law relationship.

[6] On September 29, 2021 the Respondent purchased the parcel containing the Property and the House. The Applicant and the Respondent lived in the House together.

[7] The relationship between the Applicant and the Respondent later ended.

[8] Around March of 2025 the Applicant moved out of the House and started living in the Property.

[9] On August 28, 2026 the Applicant received the Trespass Notice that the Respondent's process server had left at the Property. The process server had made earlier, unsuccessful attempts to serve the Applicant with the Trespass Notice.

[10] On August 31, 2026 the Applicant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Rental Office disputing the Trespass Notice.

[11] On October 2, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for October 27, 2026.

[12] On October 21, 2026 the Rental Office sent the parties a 29-page PDF evidence package.

[13] On October 27, 2026 the Applicant, the Respondent and the Respondent's lawyer ("Counsel") participated in the hearing. Counsel confirmed that everything previously submitted to the Rental Office for the Respondent for the determination of this matter was included in the evidence package.

[14] The Applicant stated that there was further evidence he had attempted to submit to the Rental Office, including bank statements and text-messages. However, the Applicant received error messages that the Rental Office did not receive this evidence.

[15] The Applicant was able to provide his oral testimony regarding the additional evidence during the hearing. I note that the Respondent's evidence acknowledges that the Applicant made payments to the Respondent. Further, the Applicant and the Respondent provided similar descriptions of the Property. I have determined the dispute below based upon the evidence contained in the evidence package and the testimony and submissions provided during the hearing.

DISPOSITION

[16] The Application is dismissed because the Rental Office does not have authority (jurisdiction) to determine the dispute between the parties.

ISSUE

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

ANALYSIS

[17] The parties dispute whether the Rental Office has authority to determine the dispute raised in the Application.

[18] The Applicant argued that the Rental Office has authority and the Respondent disputed that the Rental Office has authority to determine this dispute.

[19] I note that the Rental Office only has authority to determine disputes that are authorized by the *Act*.

[20] Subsection 2(1) states that the *Act* applies to tenancies of rental units.

[21] Subsections 1(n), (o), (v) and (w) of the *Act* provide the following definitions:

> *"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);*
>
> *"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;*
>
> *"tenancy" means a tenant's right to possession of a rental unit under a tenancy agreement;*
>
> *"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.*

[22] The parties' evidence establishes that the Property is a shop building that does not have running water, bathrooms, bedrooms or a kitchen. The Applicant brought a van to the Property and later a camper. The Applicant has *"hauled water"* from a friend's house to the Property because there is no running water there. The Applicant has used the bathroom of a gas station nearby while living at the Property. The Applicant described part of his experience at the Property as being like camping.

[23] The Applicant stated that he has stored a significant amount of antiques at the Property. The Applicant indicated that he believes his antiques are worth approximately $150,000.00.

[24] Based upon the evidence presented, I find that the Property is not living accommodation. Instead, the Property is essentially a shop building or commercial space.

[25] Although the Applicant has stayed in the Property and paid money to the Respondent during his stay, this does not change the fact that the Property is essentially a shop building or commercial space.

[26] The *Act* does not provide authority for the Rental Office to determine disputes regarding shop buildings or commercial spaces.

[27] I find that the Application is dismissed because the Property is not a rental unit under the *Act* and I do not have authority to determine the dispute between the parties.

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 27th day of October, 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.