



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: May 5, 2026
Dockets: LR26014
Type: Rental Appeal

INDEXED AS: Hu v. Cisse and Bhaskar
2026 PEIRAC 23 (CanLII)
Order No: LR26-18

BETWEEN:

Zhengliang Hu (the "Landlord")

Appellant

AND:

Demba Cisse (the "Tenant")

Respondent

AND:

Akshay Bhaskar dba ACC-AK Corporation

Respondent

ORDER

Panel Members:

Pamela J. Williams, K.C., Chair
Gordon MacFarlane, Commissioner

Compared and Certified a True Copy

(Sgd.) Michelle Walsh-Doucette

Commission Clerk

Island Regulatory and Appeals Commission

A. INTRODUCTION

1. This appeal was heard by the Commission on April 14, 2026, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the Landlord must pay the Tenant \$2,830.32 by April 13, 2026.

B. BACKGROUND

2. This appeal concerns a rental unit located at 18B Douglas Street, Charlottetown, PEI (the “Rental Unit”).
3. The Rental Unit is an apartment in a multi-unit building owned by the Landlord.
4. On May 9, 2025, the Tenant paid the Respondent, Akshay Bhaskar (“Bhaskar”), a security deposit of \$1,400.00 for the Rental Unit. On May 20, 2025, the Tenant and Bhaskar signed a written fixed-term tenancy agreement for the Rental Unit, effective from July 1, 2025, to December 31, 2025. The tenancy agreement lists Bhaskar’s company as the landlord. Rent of \$1,400.00 was due on the first day of the month. As will be explained below, the Tenant did not move into the Rental Unit.
5. On July 21, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office seeking a return of double the security deposit, including interest. The Tenant served the Application to Bhaskar by email on July 23, 2025.
6. On August 22, 2025, the Rental Office notified the Tenant and Bhaskar that the matter would be heard by way of a paper-based hearing. The parties were directed to make written submissions by the deadlines set out in the notice.
7. On October 2, 2025, the Island Regulatory and Appeals Commission (the “Commission”) issued Order LR25-46, which is similar to this dispute, as it involved both the Landlord’s representative (the “Landlord’s Representative”) and Bhaskar, but a different property owner, a different rental unit, and a different tenant.
8. On October 15, 2025, the Director added the Landlord as a party to this matter under section 81 of the *Act*, and all parties were notified of the continuation of the paper-based hearing. A copy of the Application and all evidence that had been submitted to date was sent to the Landlord. The Landlord was given a submission deadline of October 31, 2025.
9. On March 13, 2026, the Rental Office issued Order LD26-087 which ordered that the Landlord and Bhaskar must pay the Tenant \$2,830.32 by April 13, 2026.
10. The Landlord appealed Order LD26-087 on March 26, 2026.
11. The Commission heard the appeal on April 14, 2026, by way of telephone conference. The Landlord was represented by Ming Zhang and Arlene Wang at the telephone hearing. Ming Zhang is the Landlord’s Representative and Arlene Wang is Zhang’s assistant and the Landlord’s niece. Akshay Bhaskar connected to the telephone hearing but

disconnected before the hearing commenced. The Tenant, Demba Cisse, attended the hearing.

12. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the “*Act*”).

C. DISPOSITION

13. The Appeal is denied and the Rental Office’s Order LD26-087 is upheld. The Landlord and Bhaskar are jointly and severally liable to pay the Tenant double the security deposit, together with applicable interest, within the timeframe set out below.

D. ISSUES

14. The issues for the Commission to consider in this appeal are as follows:

- i) Did Bhaskar act with actual or apparent authority on behalf of the Landlord in his dealings with the Tenant, such that the Landlord may be held responsible for repayment of the security deposit?
- ii) Is the Tenant, in the circumstances, entitled to compensation equal to double the security deposit, together with applicable interest, pursuant to the *Act*?

E. SUMMARY OF EVIDENCE

Landlord’s Representative

15. Zhang submits there was never an agreement or working arrangement with Bhaskar and that he was not employed by nor authorized to act on behalf of the Landlord or her. Zhang denies that Bhaskar was a property manager or agent for the Landlord despite any representations he may have made to the Tenant.

16. Zhang states she had no prior knowledge of Bhaskar’s dealings with the Tenant, including showing him units, signing a tenancy agreement or collecting a security deposit. She maintains that no funds were ever remitted to her or the Landlord in respect of the Tenant.

17. Zhang confirmed that her arrangement with the Landlord is that any and all rental monies are to be paid solely to the Landlord.

18. Zhang testified that she first became aware of the situation with this Tenant in July 2025, when the Tenant advised her that he had paid a \$1,400.00 security deposit to Bhaskar but then was subsequently told by Bhaskar that he could not move into the Rental Unit. Zhang testified that she advised the Tenant to go to the police station to report the matter.

19. It is Zhang’s position that Bhaskar was fraudulently renting units without authorization, collecting funds from prospective tenants, and acting without any legal entitlement to do so. She also testified that she did not know Bhaskar had placed advertisements on Facebook Marketplace showing the Landlord’s units for rent.

20. Zhang maintains that the Landlord should bear no responsibility for the Tenant's loss, asserting that liability rests solely with Bhaskar. She further submits that the Tenant failed to take reasonable steps to verify Bhaskar's authority to act on behalf of the Landlord.
21. Zhang acknowledged that she had met Bhaskar in 2023 and that he had, on occasion, introduced prospective tenants to her. However, she maintains that he was never authorized to show units, collect funds or enter into tenancy agreements. Zhang testified that the Rental Unit was occasionally left open, which may have enabled Bhaskar to show it to prospective tenants.
22. However, in response to questions from the Commission, the Landlord's Representative acknowledged that she and Bhaskar had various communications by text message regarding matters such as rent, key access, and unit availability. The Commission makes note of a particular text message exchange between Zhang and Bhaskar on June 3 wherein Zhang sends a photograph of keys to Bhaskar and says "18 B Douglas Keys". Bhaskar responds with "Great thanks appreciate that!!"
23. Zhang argues that the Tenant must pursue Bhaskar in this case and not the Landlord.
24. It should be noted that the Landlord did not appear at the hearing to give evidence with respect to the Landlord's relationship with Bhaskar, or lack thereof, and therefore the Commission must rely solely on the evidence in the record and from the Landlord representative, Zhang.

Tenant

25. The Tenant testified he met Bhaskar via Facebook in May 2025 when he was searching for housing in the Charlottetown area.
26. The Tenant submits that he thereafter met with Bhaskar in May 2025 at a rental unit, but it was not suitable for his needs. He was then shown the Rental Unit and discussed its availability on July 1, 2025. Bhaskar informed the Tenant it was available for rent and would be painted before he moved in.
27. The Tenant testified that on May 9, 2025 he paid a security deposit of \$1,400.00 to Bhaskar, who he believed to be the Landlord or a representative of the Landlord. The Tenant signed a tenancy agreement with Bhaskar the following day, effective July 1, 2025. In the tenancy agreement, Bhaskar's company is listed as the "landlord" of the Unit, and Bhaskar is listed as the "Superintendent or Property Manager".
28. On June 29, 2025, the Tenant was advised by Bhaskar that he could not move into the Rental Unit. Upon request, the Tenant provided his email address and banking information to Bhaskar to receive the refund of his \$1,400.00 security deposit.
29. The Tenant testified that his security deposit was never returned.
30. The Tenant submits that he spoke to Zhang in July 2025. He told her that he paid Bhaskar a security deposit for the Rental Unit but had not moved in nor received a refund. The Tenant states that Zhang advised him that Bhaskar had "scammed" many people and they

she did not know where he was. She further advised the Tenant that he should report Bhaskar to the police.

31. The Tenant stated that Bhaskar told him he gave the security deposit to the Zhang.
32. The Tenant believes he was scammed by both Bhaskar, Zhang and the Landlord. He is seeking the return of double his security deposit pursuant to the *Act*.
33. In response to questions from the Commission, the Tenant confirmed that it was his understanding that Bhaskar was acting as the landlord or as part of a group responsible for the property.

F. ANALYSIS

i) Bhaskar's Authority and the Landlord's Responsibility

34. The central issue before the Commission is whether Bhaskar was acting with actual or apparent authority on behalf of the Landlord, such that the Landlord may be held responsible for Bhaskar's dealings with the Tenant.
35. Zhang denies that Bhaskar was authorized to act as the Landlord or an agent. However, the Commission must also consider whether Bhaskar possessed apparent authority, arising from the surrounding circumstances, such that a reasonable person in the Tenant's position would conclude that Bhaskar was acting on behalf of the Landlord.
36. The *Act* defines "landlord" as follows:
 - (h) "**landlord**", in relation to a rental unit, includes
 - (i) the owner of the rental unit, the owner's agent or another person who, on behalf of the owner,
 - (A) permits occupation of the rental unit under a tenancy agreement, or
 - (B) exercises powers and performs duties under this Act or a tenancy agreement,
 - (ii) the heirs, assigns, personal representatives and successors in title to the owner,
 - (iii) a person, other than a tenant occupying the rental unit, who
 - (A) is entitled to possession of the rental unit, and
 - (B) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the rental unit, and
 - (iv) a former landlord, as the context requires;
37. For the reasons that will follow, the Commission is satisfied in the circumstances that Bhaskar meets this definition at clause 1(h)(i).
38. In coming to this conclusion, the Commission has reviewed a recent decision from the Ontario Superior Court of Justice (Divisional Court) that is particularly on point. Though

the Commission is not bound by decisions from superior courts in other provinces, the Commission finds the analysis in this decision to be relevant and compelling and adopts the findings below.

39. In *Lyle-Mayes v. Lazar et al.*, 2026 ONSC 1659, the Ontario Divisional Court considered an appeal of a decision of the Ontario Landlord and Tenant Board. In that case, the appellant had met with a property manager and negotiated the terms of a verbal lease agreement. The landlord then sought vacant possession of the unit. The Board found there was no tenancy agreement between the tenant and the property manager, because they were not satisfied the property manager had authority to enter into a tenancy agreement that would bind the landlord. On appeal, the Divisional Court found it to be an error of law that the Board did not consider whether the property manager was a “landlord” under the definition in Ontario’s *Residential Tenancies Act*.

40. It is worth noting here that the definition of landlord in Ontario’s legislation is similar to, if not slightly less broad, than the definition of landlord in the *Residential Tenancy Act*.

41. The Ontario Divisional Court made the following findings in *Lyle-Mayes v. Lazar et al.*:

34 The *Act*’s definition of “landlord” is intentionally broad to ensure that it is consistent with the legislation’s tenant protection purpose and is a reflection of both the practical complexities and power imbalances in landlord and tenant relationships, including in their formation. The creation of legal relationships and obligations that[t] can be potentially enforced against multiple actors assists to ensure that legal remedies are more easily accessible for tenants and prospective tenants.

35 In *Slapsys* [2010 ONCA 676], the Court of Appeal recognized that the definition of “landlord” allows for there to be more than one “landlord” for a single rental unit (at para. 7). [...].

36 [2014 ONCA 391] ... addressed some of the reasons that an expansive definition of “landlord” has long been seen as important for the protection of tenants. He observed that tenants sometimes deal only with property managers, and do not know the identity of the owners, which would otherwise bar them from initiating applications to enforce their rights if property managers did not fall within the definition of “landlord”. [...]

37 [...] I find that the correct test in deciding whether the Appellant’s communications with Mr. Somo created a tenancy agreement is to determine whether in all of the circumstances Mr. Somo is a “landlord” as defined by the *Act*. I further find that in not answering this question, the Member committed an error of law that resulted in a substantial wrong that warrant’s court intervention.

[...]

39 When addressing the issue of ostensible authority, however, one must not limit the analysis to the words of the principal; the analysis also includes a consideration of their conduct. The Court of Appeal provides this guidance in *Monachino v. Liberty Mutual Fire Insurance Company*, 2000 CanLII 5686 at para. 35, where it states:

Where a person, by words or conduct, represents or permits it to be represented that another person has authority to act on his behalf, he

is bound by the acts of the other person with respect to anyone dealing with him as an agent on the faith of any such representation, to the same extent as if such other person had the authority that he was represented to have, even though he had no such authority.

42. The Commission agrees with these findings and applies them in the present case.
43. In the present case, based on all of the circumstances, Bhaskar was acting as a “landlord” and it was reasonable for the Tenant to believe that Bhaskar was acting on behalf of the Landlord and/or Zhang. The evidence is that Bhaskar had physical access to the Rental Unit, showed it to the Tenant, discussed its readiness for occupancy, had keys to the unit on at least one occasion (provided by Zhang herself), executed a tenancy agreement, and accepted a security deposit.
44. Though Zhang herself did not meet with the Tenant prior to the payment of the security deposit and signing of the tenancy agreement, the evidence establishes that Bhaskar had an ongoing relationship with Zhang through the introduction of prospective tenants and some form of marketing of rental units. This relationship, while disputed in scope, also involved at the least, text communications regarding rent payments, unit access, and tenant placement which further contributed to the appearance that Bhaskar was acting with authority.
45. There is no evidence of any steps taken by Zhang or the Landlord to limit, monitor, or clearly communicate the boundaries of Bhaskar’s role to prospective tenants. Zhang, by permitting Bhaskar to access the Rental Unit, participate in showings, and communicate regarding rental matters without supervision or clear limitations, created or enabled a situation in which Bhaskar appeared to have authority to act on the Landlord’s behalf.
46. In these circumstances, the Commission concludes that Bhaskar was acting on behalf of the Landlord such that he met the definition of “landlord” in the *Act*. The Tenant exercised diligence by attending the unit, meeting Bhaskar in person, entering into a written tenancy agreement, and paying a deposit in the ordinary course of securing a tenancy. There is no evidence that the circumstances would have prompted a reasonable prospective tenant to undertake further verification beyond the steps already taken.
47. The Commission therefore finds that Bhaskar was acting with apparent authority, the Landlord’s conduct enabled the appearance of such authority and that both he and the Landlord fall within the definition of “landlord” under the *Act* for the purposes of this dispute.
48. Any dispute between the Landlord and Bhaskar regarding the scope of his authority, or the failure to remit funds, is a separate matter that does not affect the Tenant’s entitlement to protection under the *Residential Tenancy Act*. As previously stated in Order LD26-087 and set out below, such issues fall outside the jurisdiction of the Rental Office and the Commission. Further, these disputes are not the burden of the Tenant to bear in the circumstances.
49. These conclusions are consistent with the reasoning adopted in a similar matter determined in Order LR25-46, a prior decision of the Commission.

50. At pages 4-5 of Order LD26-087, the Rental Officer references previous Order LR25-46 as follows:

“We are satisfied that, based on the evidence we heard, [the Landlord’s Representative] was the representative of the Landlord, but [the Landlord’s Representative] had undertaken an arrangement with [the Respondent] to assist her in marketing several rental units, including the Rental Unit at issue in this appeal. In effect, it would seem that there was a chain of representation with [the Respondent] reporting to [the Landlord’s Representative] and [the Landlord’s Representative] reporting to the Landlord.

... In the Commission’s opinion, any alleged lack of payment from [the Respondent] to the Landlord is a matter to be determined between them. A dispute between a landlord and an agent of a landlord is beyond the jurisdiction of the rental Office and the Commission.”

ii) Double Security Deposit

51. With respect to the security deposit, section 40 of the *Act* imposes a clear obligation on a landlord to either return the deposit within the prescribed timeframe or apply to retain it.

52. In this case, the security deposit was neither returned nor the subject of an application to retain it. The statutory requirements were therefore not met.

53. Pursuant to section 40(4) of the *Act*, the Tenant is entitled to compensation in the amount of double the security deposit, together with applicable interest:

Security deposit:	\$1,400.00
Interest (May 9/25 to date of Order):	\$ 35.91
Double award:	\$1,400.00
Total:	\$2,835.91

54. Having found that both Bhaskar and the Landlord meet the definition of “landlord” under the *Act*, the obligations under section 40 of the *Act* apply to both.

55. The Commission concludes that the Landlord and Bhaskar are jointly and severally liable to the Tenant for double the security deposit.

56. The Commission finds it important to note that, similar to the comment of the Ontario Divisional Court cited above, this interpretation aligns with one or more of the purposes of the *Act*, that being to ameliorate power imbalances and ensure that tenants are not prejudiced by internal arrangements between landlords and their representatives that tenants could know nothing about.

G. CONCLUSION

57. The appeal is dismissed and Order LD26-087 is confirmed.

IT IS ORDERED THAT

1. The appeal is denied.
2. Bhaskar and Landlord shall pay the Tenant \$2,835.91 by May 13, 2026.

DATED at Charlottetown, Prince Edward Island, 5th day of May, 2026.

BY THE COMMISSION:

[sgd. Pamela J. Williams, K.C.]
Pamela J. Williams, K.C.

[sgd. Gordon MacFarlane]
Gordon MacFarlane

NOTICE

Subsections 89 (9), (10) and (11) of the *Residential Tenancy Act* provides as follows:

89. (9) A landlord or tenant may, within 15 days of the decision of the Commission, appeal to the Court of Appeal in accordance with the *Island Regulatory and Appeals Commission Act* R.S.P.E.I. 1988, Cap. I-11, on a question of law only.

(10) Where the Commission has confirmed, reversed or varied an order of the Director, the landlord or tenant may file the order with the Supreme Court.

(11) Where an order is filed under subsection (10), it may be enforced as if it were an order of the Supreme Court.