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INDEXED AS: UOPLUS Inc. v Jagroop Singh and Akshay Bhaskar dba AK Carrier Corporation
2026 PEIRAC 29 (CanLII)
Order No: LR26-21

BETWEEN:

UOPLUS Inc. (the "Landlord")

Appellant

AND:

Jagroop Singh (the "Tenant")

Respondent

AND:

Akshay Bhaskar dba AK Carrier 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 \$3,639.22 by April 13, 2026.

B. BACKGROUND

2. This appeal concerns a rental unit located at Unit 303, 19 Ashburn Crescent, Charlottetown, PEI (the “Rental Unit”).
3. The Rental Unit is an apartment in a multi-unit building owned by the Landlord (the “Residential Property”).
4. On May 6, 2025, the Tenant paid the Respondent Akshay Bhaskar (“Bhaskar”) a security deposit of \$1,800.00 for the Rental Unit. The Tenant and Bhaskar signed a tenancy agreement for the Rental Unit, dated May 6, 2025, listing the Landlord and Bhaskar as the landlords. The Tenant did not move into the Rental Unit.
5. On July 3, 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 named the Landlord and Bhaskar as respondents to the Application. The Tenant served the Application to Bhaskar by email on June 30, 2025.
6. 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 the Landlord, the Landlord’s Representative, Bhaskar, and the Rental Unit, but not the Tenant.
7. On October 15, 2025, the Rental Office sent the Landlord a copy of the Application and all evidence submitted to date. The Landlord notified the Rental Office that the Landlord’s Representative was representing the Landlord in this matter.
8. On October 16, 2025, the Rental Office sent the parties a copy of Order LR25-46, which was added to the record as Director’s Evidence.
9. The Landlord’s Representative and the Respondent both requested additional time to submit evidence. The Landlord and the Respondent provided additional submissions, which were shared with the other parties.
10. On March 13, 2026, the Rental Office issued Order LD26-084, which ordered that the Landlord and Bhaskar must pay the Tenant \$3,639.22 by April 13, 2026.
11. The Landlord appealed Order LD26-084 on March 23, 2026.
12. The Commission heard the appeal on April 14, 2026, by way of telephone conference. The Landlord was represented by Haiyan Zhang (“Landlord’s Counsel”). Ming Zhang attended as a witness on behalf of the Landlord and is the Property Manager for the Landlord (“Property Manager”). The Tenant did not attend the hearing. Bhaskar did not attend the hearing.

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

C. DISPOSITION

14. The Appeal is denied and the Rental Office’s Order LD26-084 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

15. The issues for the Commission to consider on this appeal are:

- i) Was there a tenancy agreement between the Tenant, the Landlord and the Bhaskar within the meaning of the *Act*?
- ii) 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?
- iii) Is the Tenant entitled to be compensated double the security deposit?

E. SUMMARY OF EVIDENCE

Landlord’s Evidence

Nature of the Relationship with Bhaskar

16. The Property Manager testified that in March 2025, Bhaskar, a tenant of the Landlord since 2023, made an inquiry to the Property Manager about leasing multiple residential units at bulk pricing for the purpose of subletting the units. In her opinion, this was not an unusual practice in PEI.

17. The Landlord’s Counsel submits that Bhaskar was only ever a tenant and was never an employee, agent, or authorized representative of the Landlord or the Property Manager or her company “360 Home” but was instead acting independently.

18. The Landlord’s Counsel referenced sworn affidavits from the Landlord’s sole director and the Property Manager which stated that 360 Home was the only entity authorized to act on behalf of the Landlord in property management matters.

Absence of Authority or Agency

19. The Landlord’s Counsel argues that there is no evidence establishing Bhaskar’s actual or apparent authority to act on behalf of the Landlord or its representatives.

20. The Landlord’s Counsel further submitted that no agency relationship existed and that the Rental Office erred in concluding otherwise.

21. The Landlord’s Counsel also argues that no valid tenancy agreement existed between the Tenant, the Landlord and Bhaskar within the meaning of the *Act*.

Allegations of Fraud and Lack of Knowledge

22. The Landlord's position is that Bhaskar was operating a fraudulent scheme through his company, "ACC-AK Corporation," by entering into lease agreements without the Landlord's knowledge or consent, and directing payments to himself.
23. The Landlord and Property Manager state they had no knowledge of the Tenant, the tenancy agreement, or the Tenant's security deposit until notified by the Rental Office.
24. The Property Manager testified that a complaint was filed with the Charlottetown Police alleging that Bhaskar had defrauded multiple individuals.

Liability for the Security Deposit

25. The Landlord's Counsel submits that the Landlord never received or held the Tenant's security deposit and therefore cannot be liable under section 40 of the *Act* for its return or for any penalty.
26. The Landlord's Counsel further argued that imposing liability in these circumstances would improperly hold the Landlord responsible for the independent and allegedly criminal actions of a third party.

Distinguishing Prior Authority

27. The Landlord's Counsel distinguishes this matter from previous Order LR25-46 on the basis that, in that case, the tenancy arrangement involved a tenant approved by the Landlord, whereas no such approval or even knowledge occurred here. Further, in LR25-26, the Landlord received at least partial deposits/rent.

Public Policy

28. Finally, the Landlord's Counsel submits that public policy considerations weigh against imposing liability on an innocent party for the fraudulent and unauthorized acts of an individual.
29. The Landlord's Counsel argues that evidence in this case clearly demonstrates that the Landlord, the Property Manager and 360 Home Ltd. were victims of a "scam" orchestrated by Bhaskar. Rogue actors should not be allowed to falsely hold themselves out as a property manager, forge a lease agreement, steal security deposits from unsuspecting tenants, and then hold the Landlord responsible for the stolen funds.

Tenant's Evidence

30. The Tenant did not attend at the Hearing. The evidence he provided at the Rental Office hearing included that on May 6, 2025 he paid Bhaskar a security deposit of \$1,800.00 for the Rental Unit.
31. Bhaskar thereafter advised the Tenant that the Rental Unit had been leased out to someone else and was no longer available.

32. The Tenant submits that the \$1,800.00 security deposit was never returned to him.
33. The Tenant seeks double the security deposit under Section 40 of the *Act*, jointly and severally from the Landlord and Bhaskar.

Bhaskar's Evidence

34. Bhaskar did not attend the hearing. His evidence at the Rental Office hearing included that he was a manager/commission-based agent for the Property Manager for various units and was still owed commissions, although they never had a written agreement to this effect. He also submitted that he often paid deposits in cash to the Property Manager or transferred monies to the Property Manager or Landlord on behalf of tenants.
35. Bhaskar submitted that any mishandling of funds is the responsibility of the Property Manager.
36. Bhaskar indicated that when he met with the Tenant and collected the \$1,800.00 security deposit, he provided the Tenant with the tenancy agreement and provided that it was to be returned in 24 hours. Bhaskar submitted that the Tenant missed the deadline and was then advised that the agreement would not be honoured due to his delay in signing and returning it.

F. ANALYSIS

37. The material facts are largely uncontested. On May 6, 2025, the Tenant paid a security deposit of \$1,800.00 to Bhaskar in relation to the Rental Unit and signed a written tenancy agreement naming both Bhaskar and the Landlord as "landlords". The Tenant never took possession of the Rental Unit, and the deposit was not returned.
38. The Landlord and Property Manager deny 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 Bhaskar was acting "on behalf of" the Landlord under the *Act*.
39. The starting point is the definition of "landlord" under subsection 1(h) of the *Act*, which is intentionally broad and includes not only the owner, but also any person who, on behalf of the owner, permits occupation or exercises landlord functions.
40. The *Act* defines "landlord" as follows:
 - 1(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;

41. For the reasons that will follow, in this case the Commission is satisfied that Bhaskar meets the definition of “landlord” at clause 1(h)(i). In particular, the evidence before the Commission demonstrates that Bhaskar had a working relationship with the Property Manager, entered into the Tenancy Agreement with the Tenant, and accepted a security deposit from him.

42. In coming to this conclusion, and as also stated in Order LR26-18, the Commission has reviewed a recent decision from the Ontario Superior Court of Justice (Divisional Court). 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.

43. 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*.

44. 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 *Act*.

45. 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 tha[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 warrants 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. [emphasis added]

46. The Commission finds this rationale compelling. In all of the circumstances of this case, the evidence supports a finding that Bhaskar was acting as a "landlord" as defined in the *Act* and that it was reasonable for the Tenant to believe that Bhaskar was acting with authority on behalf of the Landlord and/or the Property Manager.
47. On a review of the evidence as a whole, the Commission cannot accept the Property Manager's evidence that that Bhaskar was just subletting the Rental Unit and acted entirely independently in his dealings with the Tenant in this case. This evidence is inconsistent with the fact that Bhaskar had ongoing dealings with the Property Manager and Landlord involving multiple units and prospective tenants. For example, the evidence before the Commission includes significant text message exchanges between the Property Manager and Bhaskar about multiple rental units, including the Rental Unit at issue in this matter. The affidavit evidence submitted by both the Landlord and Property Manager indicates that that Bhaskar had sent money to the Landlord for various rental units, including this Rental Unit.
48. The Landlord's Legal Counsel argued that the evidence did not demonstrate any authority from the Landlord to Bhaskar. She argued that if there is any "agency" to be found, the Supreme Court of Canada has said that authority must come from the principal (in this case, the Landlord): *Canadian Laboratory Supplies v. Engelhard Industries*, [1979] 2 SCR 787. Legal Counsel argued that there is no evidence in this case that the Landlord allowed Bhaskar to act on her behalf. For example, she said there was no agreement between the Landlord and Bhaskar and that the terms of the Property Manager's contract did not allow her to authorize agreements on behalf of the Landlord.
49. Upon considering this submission, the Commission makes two points. First, the Commission is mandated to interpret and apply the provisions of the *Residential Tenancy*

Act as between landlords and tenants. The Supreme Court of Canada decision referred to by the Landlord's Legal Counsel was made in the context commercial law. That is not the context the Commission is faced with here.

50. Second, as described above by the Ontario court, the Commission accepts that the scheme of the *Act* intends for the definition of landlord to be broad and that: "The creation of legal relationships and obligations that can be potentially enforced against multiple actors assists to ensure that legal remedies are more easily accessible for tenants and prospective tenants."
51. In any event, the Commission is satisfied that the evidence establishes that Bhaskar had an ongoing and known relationship with the Landlord and its Property Manager. He had rented at least one unit from the Landlord; engaged in discussions regarding leasing other units in bulk for subletting purposes; and interacted with the Property Manager in relation to prospective tenants. Given the circumstances in this case, the Landlord and Property Manager are responsible for having some level of knowledge regarding Bhaskar's activities and representations and ought to have exercised greater diligence regarding same.
52. With regard to the Property Manager's assertions that Bhaskar engaged in fraudulent activity, the Commission does not accept this characterization as determinative of the issue. As the Commission recently commented in Order LR26-18, any dispute between the Landlord and Bhaskar regarding the scope of his authority, or the failure to remit funds to the Property Manager or Landlord, is a matter to be resolved between the Landlord and Bhaskar that does not affect the Tenant's entitlement to protection under the *Residential Tenancy Act*. The same can be said for any dispute as to the authority of the Property Manager to enter into dealings with Bhaskar. 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.
53. In this case, the evidence supports a finding that Bhaskar had an ongoing relationship with the Property Manager about various rental units, including this one.
54. The Commission finds that the Landlord cannot avoid liability by characterizing Bhaskar's actions as wholly independent or fraudulent. The Landlord's Counsel made public policy arguments that the finding of the Rental Office, if upheld, could impose liability on innocent landlords for the fraudulent acts of unauthorized individuals. The Commission cannot agree that the circumstances in the present case are as suggested by Landlord's Counsel. In this case, the Property Manager does not deny having an established relationship with Bhaskar in respect of multiple rental units.
55. The Commission also notes that despite the Property Manager's assertions that bulk subletting of multiple units by another tenant is a common practice on PEI, the Commission does not accept that it is. However, even if such practices occur, the Commission finds that they cannot insulate a landlord from all liability in every case without regard for the surrounding circumstances.
56. In conclusion, the Commission finds that Bhaskar was acting as a "landlord" under the *Act* on behalf of the Landlord and entered into a tenancy agreement with the Tenant such that the *Act* applies and the Landlord is liable.

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.