



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: July 15, 2026

Dockets: LR26023

Type: Rental Appeal

INDEXED AS: UOPLUS Inc. v. Yaman Kalyan and Kanwalnain Kenwalnain and Akshay Bhaskar

2026 PEIRAC 43 (CanLII)

Order No: LR26-34

BETWEEN:

UOPLUS Inc. (the "Landlord")

Appellant

AND:

Yaman Kalyan and Kanwalnain Kenwalnain (the "Tenants")

Respondents

AND:

Akshay Bhaskar dba ACC-AK Corporation ("Bhaskar")

Respondent

ORDER

Panel Members:

Pamela J. Williams, K.C., Chair
Murray MacPherson, 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 May 13, 2026, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the Landlord and Bhaskar must pay the Tenants \$5,241.11 by June 10, 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.
4. On May 13, 2025, the Tenants and the Respondent (“Bhaskar”) entered into a written fixed-term tenancy agreement for the Rental Unit, effective from July 1, 2025, to June 30, 2026. On or about May 13, 2025, the Tenants paid Bhaskar the first month’s rent and a security deposit totalling \$3,450.00. The Tenants did not move into the Rental Unit. Details about why will be included below.
5. On July 17, 2025, the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office seeking a return of rent, a return of double the security deposit and additional compensation. The Tenants served the Application to Bhaskar by email on July 17, 2025.
6. On August 22, 2025, the Rental Office sent the Tenants and Bhaskar notice of a paper-based hearing with a first submission deadline of September 11, 2025.
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 the Landlord, the Landlord’s Property Manager, Ming Zhang (the “Property Manager”), Bhaskar, and the Rental Unit, but a different tenant (“C.M.”).
8. On October 16, 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 submitted to date was sent to the Landlord. The Landlord was given a submission deadline of October 31, 2025.
9. On October 17, 2025, the Rental Office sent the parties a copy of Order LR25-46, which was added to the record as Director’s Evidence.
10. The Rental Officer reviewed all of the evidence submitted and prepared order LD26-118 which ordered that the Landlord and Bhaskar must pay the tenants \$5,241.11 by June 10, 2026.
11. The Landlord appealed Order LD26-118 on April 27, 2026.
12. The Commission heard the appeal on May 25, 2026, by way of telephone conference. The Landlord was represented at the telephone hearing by its legal counsel, Haiyan Zhang. The Property Manager, Ming Zhang, attended the hearing, and the sole director of UOPLUS Inc, Guiling (Tami) Ren, attended the hearing. The Tenant, Yaman Kalyan,

attended the telephone hearing on behalf of both Tenants. Bhaskar, did not attend the telephone hearing.

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

C. DISPOSITION

14. The Appeal is dismissed. Order LD26-118 is confirmed. The Landlord and Bhaskar remain jointly and severally liable to pay the Tenants a return of rent together with double the security deposit and applicable interest.

D. ISSUES

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

- (i) Did Bhaskar act with actual or apparent authority on behalf of the Landlord in his dealings with the Tenants?
- (ii) Did the tenancy agreement entered into by the Tenants and Bhaskar constitute a tenancy agreement under the *Act* that binds the Landlord?
- (iii) Have the Tenants established their claims and if so, which parties are responsible?

E. SUMMARY OF EVIDENCE

Landlord’s Evidence & Submissions

16. The Landlord’s Property Manager stated that since 2023 she has been approached by property managers seeking to rent multiple properties for a “bulk price”.

17. The Property Manager first met Bhaskar in March 2023. In March 2025, Bhaskar contacted the Property Manager and asked if she had any vacant properties available for rent as he wanted to rent properties at bulk prices for subletting to many potential clients.

18. The Property Manager stated that Bhaskar rented four properties from her, including the Rental Unit. The evidence before the Commission includes one tenancy agreement between the Landlord and Bhaskar, dated March 30, 2025, for a rental unit at 21 Ashburn Crescent.

19. The Property Manager stated that on May 13, 2025, Bhaskar entered into a tenancy agreement with the Tenants. She stated that this tenancy agreement was signed without her or the Landlord’s knowledge, and she was not aware of the signed agreement until a later date.

20. The Property Manager further testified that she did not give Bhaskar permission to show the Rental Unit to the Tenants.

21. The Property Manager testified that Rental Unit had already been leased out to another Tenant.

22. The Property Manager testified that Bhaskar had not paid the Landlord anything he received from the Tenants for the Rental Unit.
23. The Property Manager messaged Bhaskar on June 16, 2025 to inform him that he was overdue on his rent payments for his four rental properties.

Tenants' Evidence & Submissions

24. The Tenants are seeking a return of their \$1,750 security deposit and \$1,700.00 in rent.
25. The Tenants submitted that on May 13, 2025, they entered into a tenancy agreement with Bhaskar for the Rental Unit and paid \$1,750.00 for a security deposit and \$1,700.00 for rent for the first month's rent.
26. Bhaskar showed the Tenants the Rental Unit and had keys in his possession.
27. The Tenants stated that before they could move into the Rental Unit, Bhaskar informed them they could not move into the Rental Unit as it had sustained fire damage.
28. The Tenants submitted they received conflicting and unclear information from Bhaskar regarding the Rental Unit and that he eventually stopped responding to them.
29. The Tenants submit they did not receive any refund from Bhaskar.

Bhaskar's Evidence & Submissions

30. Bhaskar did not attend the hearing or present evidence.

F. ANALYSIS

31. The material facts are largely uncontested. The Tenants entered into a tenancy agreement with Bhaskar and ACC-AK Corporation as "landlords" on May 13, 2025 for July 1, 2025 to June 30, 2026. On May 13, 2025, the Tenants paid a security deposit and first month's rent totalling \$3,450.00 to Bhaskar in relation to the Rental Unit. The Tenants never moved into the Rental Unit.
32. The evidence establishes that the Rental Unit had already been rented to a third party and his employees had moved into the Rental Unit on May 13, 2025. (See Order LR25-46).
33. 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*.
34. 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.

35. 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;

36. 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 Tenants, and accepted a security deposit and rent from them.

37. In coming to this conclusion, and as also stated in previous Orders of the Commission (see Orders LR26-18, LR26-21) 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.

38. 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*.

39. 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.

40. 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 reflects 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 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]

41. 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 Tenants to believe that Bhaskar was acting with authority on behalf of the Landlord and/or the Property Manager.
42. On a review of the evidence as a whole, the Commission cannot accept the Property Manager's evidence that that Bhaskar was subletting the Rental Unit and acted entirely independently in his dealings with the Tenants 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.

43. 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.
44. Upon considering this submission, the Commission makes two points. First, the Commission is mandated to interpret and apply the provisions of the *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 of commercial law. That is not the context the Commission is faced with here.
45. 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."
46. 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.
47. 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 Orders LR28-18, Order LR26-21 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 Tenants to bear in the circumstances.
48. 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.

49. The Commission finds that the Landlord cannot avoid liability by characterizing Bhaskar's actions as wholly independent or fraudulent. The Landlord's legal 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 legal counsel. In this case, the Property Manager does not deny having an established relationship with Bhaskar in respect of multiple rental units.
50. The Commission also does not accept the Property Manager's assertions that bulk subletting of multiple units by another tenant is a common practice on PEI. 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.
51. 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 Tenants such that the *Act* applies, and the Landlord is liable.
52. 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. Having found that a tenancy agreement existed for the purposes of the *Act*, and that the security deposit was neither never returned nor properly dealt with under the *Act* to the Tenants, the Tenants are entitled to compensation in accordance with section 40 of the *Act*, including double the amount of the security deposit together with applicable interest.
53. The Commission further agrees with the Rental Office that the Tenants are entitled to reimbursement of the first month's rent.
54. The Commission confirms the decision of the Rental Office in finding that the Tenants have established claims for a return of rent and for double the security deposit, including interest, payable by the Landlord and Bhaskar by the timeline below, with calculations as follows:

Rent	\$1,700.00
Security deposit:	\$1,750.00
Interest (May 13, 2025 to date of Order):	\$ 53.77
Double award:	<u>\$1,750.00</u>
Total:	\$5,253.77

55. This conclusion is also consistent with the Commission's earlier decisions in Orders LR25-46, LR26-18 and LR26-21.
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.

CONCLUSION

57. The appeal is dismissed and Order LD26-118 is confirmed.

IT IS ORDERED THAT

1. Bhaskar and Landlord shall pay the Tenants \$5,253.77 by July 29, 2026.

DATED at Charlottetown, Prince Edward Island, 15th day of July, 2026.

BY THE COMMISSION:

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

Pamela J. Williams, K.C.

[sgd. Murray MacPherson]

Murray MacPherson

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.