



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: July 24, 2026
Dockets: LR26026
Type: Rental Appeal

INDEXED AS: UOPLUS Inc. v. Bhaskar
2026 PEIRAC 48 (CanLII)
Order No: LR26-36

BETWEEN:

UOPLUS Inc.

Appellant

AND:

Akshay Ishwari Bhaskar

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 June 3, 2026, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that there was no tenancy agreement between the parties and, therefore, no landlord-tenant relationship under the *Act* such that Rental Office did not have jurisdiction to adjudicate the matter in dispute.

B. BACKGROUND

2. This appeal concerns a rental unit located at Unit 10-17 Ashburn Crescent, Charlottetown, PEI (the “Rental Unit”).
3. The Rental Unit is an apartment in a multi-unit building owned by the Appellant.
4. On July 23, 2025, the Appellant’s Representative, Ming Zhang (“the Appellant’s Representative”), filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) with the Rental Office seeking to keep the Respondent’s security deposit for rent owing. Zhang served the Respondent by posting a copy to the Rental Unit’s door on July 23, 2025.
5. On September 5, 2025, the Rental Office sent the Appellant’s Representative and the Respondent notice of a paper-based hearing with a first submission deadline of September 11, 2025.
6. On September 16, 2025, the Rental Office sent the Appellant’s Representative and the Respondent a 5-page PDF evidence package with a response submission deadline of September 22, 2025.
7. On September 23, 2025, the Rental Office sent the Appellant’s Representative and the Respondent a one-page PDF response evidence package.
8. 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, and the Respondent, but a different rental unit and a different tenant.
9. On October 15, 2025, the Director added the Appellant 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 Appellant. The Appellant was given a submission deadline of October 31, 2025.
10. 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.
11. The Appellant requested, and was granted, two extensions to the submission deadline and made its final submissions November 27, 2025.
12. Despite being granted two extensions to his deadline to respond, the Respondent submitted no evidence in this matter.

13. On April 21, 2026, the Rental Office issued Order LD26-130 which found that there was no tenancy agreement between the parties, nor was there a landlord-tenant relationship under the *Residential Tenancy Act*. Therefore, the Rental Office found that it did not have jurisdiction to adjudicate matter. The Rental Office dismissed the Application.
14. The Appellant appealed Order LD26-130 on May 11, 2026.
15. The Commission heard the appeal on June 3, 2026, by way of telephone conference. The Appellant was represented by its legal counsel, Haiyan Zhang. Guiling (Tami) Ren, the sole director of UOPLUS Inc. and the Appellant's Representative (Ming Zhang) attended the telephone hearing as witnesses for the Appellant.
16. The Respondent did not attend the telephone hearing. However, the Commission notes that about an hour and half before this hearing, the Respondent emailed Commission staff to say he would make "every reasonable effort" to attend the hearing, accompanied by a lengthy submission.
17. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the "Act").

C. DISPOSITION

18. The appeal is dismissed. The Commission agrees with the finding of Order LD26-130 that the parties did not have a landlord-tenant relationship, or a tenancy agreement, under the *Residential Tenancy Act*. As such, neither the Rental Office nor the Commission has jurisdiction to hear this dispute.

D. ISSUES

19. The issue for the Commission to consider on this appeal is whether the Rental Office erred in finding that it did not have jurisdiction to hear the Application pursuant to the *Residential Tenancy Act*.

E. SUMMARY OF EVIDENCE

20. The Appellant's evidence included an affidavit of Guiling (Tami) Ren, the sole director of UOPLUS Inc. ("Ren"). The affidavit states that Ren never met the Respondent, apart from receiving some funds from him via email. Ren's affidavit states that the Appellant's Representative informed Ren that the Respondent rented four rental units from the Appellant, including the Rental Unit at issue in the present matter (10-17 Ashburn Crescent).
21. The Appellant's evidence also included an affidavit of the Appellant's Representative. Ming Zhang is the sole director of a company called 360 Home Ltd., which managed 36 apartments for the Appellant, including the Rental Unit at issue in the present matter.
22. The Appellant's Representative's affidavit states that the Respondent contacted her and asked if she had vacant properties to rent because he wanted to rent property at bulk prices for the purpose of subletting. the Appellant's Representative states that between

March 2025 and May 2025, the Respondent rented multiple units from her, including the one at issue in this matter (10-17 Ashburn Crescent).

23. the Appellant's Representative's affidavit states that only one written tenancy agreement was signed with the Respondent on March 30, 2025. There were no written agreements from the other properties. The written agreement in respect of a rental unit located at 8-21 Ashburn Crescent.

F. ANALYSIS

24. In Order LD26-130, the Rental Office concluded that there was no tenancy agreement between the Appellant and the Respondent and that the *Residential Tenancy Act* did not apply to this dispute.
25. The *Residential Tenancy Act* defines a tenancy agreement as an agreement "...between a landlord and a tenant respecting possession of a rental unit...". The Commission agrees with the finding of the Rental Office that no tenancy agreement pursuant to the *Act* was present between the parties in this case. Nor is the evidence sufficient to establish a landlord-tenant relationship between the Appellant and the Respondent in respect of the Rental Unit. The Commission notes that the only "tenancy agreement" in the evidence is for a different rental unit altogether. There is no evidence before the Commission on which to make a finding that UOPLUS Inc. had an agreement with the Respondent "respecting possession of" the Rental Unit.
26. Instead, as found by the Rental Office, the Commission accepts that the evidence supports a finding that the Respondent and the Appellant's Representative had a working relationship whereby the Respondent would assist Ming Zhang in marketing and renting several units, including the Rental Unit. This finding is consistent with previous Orders of the Commission: LR25-46, LR26-21, LR26-32, LR26-33 and LR26-34.
27. In conclusion, the Commission agrees with the finding of Order LD26-130 that there was no landlord-tenant relationship in this case such that the *Act* does not apply.
28. The Commission, therefore, agrees that the Rental Office did not have jurisdiction to hear the Application. As concluded in Order LD26-130, any alleged payment disputes between the Appellant and the Respondent are outside the jurisdiction of the Rental Office, and the Commission on appeal.

G. CONCLUSION

29. The appeal is dismissed. The Commission agrees with the finding of Order LD26-130 that the parties did not have a landlord-tenant relationship, or a tenancy agreement, under the *Residential Tenancy Act*. As such, neither the Rental Office nor the Commission has jurisdiction to hear this dispute.

IT IS ORDERED THAT

1. The appeal is dismissed.
2. Order LD26-130 is confirmed.

DATED at Charlottetown, Prince Edward Island, 24th day of July, 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.