



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: July 24, 2026

Dockets: LR26020

Type: Rental Appeal

INDEXED AS: Ming Zhang and You Wu v. Lovepreet Singh and Akshay Bhaskar
dba ACC-AK Corporation
2026 PEIRAC 49 (CanLII)
Order No: LR26-37

BETWEEN:

Ming Zhang and You Wu (the "Landlords")

Appellant

AND:

Lovepreet Singh (the "Tenant")

Respondent

AND:

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

Respondent

ORDER

Panel Members:

Gordon MacFarlane, Commissioner
Kerri Carpenter, Vice-Chair

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 12, 2026, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the Landlords and Bhaskar must pay the Tenant \$4,636.68 by June 15, 2026.

B. BACKGROUND

2. This appeal concerns a rental unit located at Unit A2 – 74 Bunbury Road, Stratford, PEI (the “Rental Unit”).
3. The Rental Unit is an apartment in a four-unit building owned by the Landlords.
4. On May 16, 2025, the Tenant and another individual (“T1”) entered into a written fixed-term tenancy agreement for the Rental Unit with Bhaskar, purporting to be effective from June 1, 2025, to November 30, 2025. Rent of \$1,550.00 was due on the first day of the month. The Tenant only paid \$1,500.00 for the first month’s rent. The Tenant also paid a security deposit of \$1,550.00 on May 16, 2025. For reasons that will be explained below, the Tenant did not move into the Rental Unit.
5. T1 is not a party to this matter.
6. On July 14, 2025, the Tenant 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 Tenant served the Application to Bhaskar by email on July 15, 2025.
7. On August 22, 2025, the Rental Office sent the Tenant and Bhaskar notice of a paper-based hearing with a first submission deadline of September 4, 2025.
8. On October 2, 2025, the Island Regulatory and Appeals Commission (the “Commission”) issued Order LR25-46, which is similar to this dispute in that it involved one of the Landlords (the “Landlord”), who was acting as a landlord representative, and the Respondent, but a different rental unit (owned by a different landlord) and a different tenant.
9. On October 16, 2025, the Director added the Landlords as parties 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 Landlords. The Landlords were given a submission deadline of October 31, 2025.
10. On January 5, 2026, the Rental Office sent the parties a copy of the Commission Order LR25-46, which was added to the record as Director’s Evidence.
11. The Rental Officer reviewed all the evidence submitted and prepared Order LD26-125 which ordered that the Landlords and Bhaskar must pay the Tenant \$4,636.68 by June 15, 2026.
12. The Landlord, Ming Zhang, appealed Order LD26-125 on April 20, 2026.

13. The Commission heard the appeal on May 12, 2026, by way of telephone conference. The Landlords, Ming Zhang and You Wu, attended the telephone hearing. The Tenant, Lovepreet Singh, attended the telephone hearing. The Respondent, Akshay Bhaskar, did not attend the telephone hearing.

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

C. DISPOSITION

15. The Appeal is denied and the Rental Office decision LD26-125 is confirmed. The Landlords and Bhaskar are liable to pay the Tenant a return of rent and double the security deposit plus applicable interest in the amount of \$4,648.36 by the timeline set out below.

D. ISSUES

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

- (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?
- (ii) Has the Tenant established his compensation claim?

E. SUMMARY OF EVIDENCE

Landlords’ Evidence

17. The Landlord submitted that she owns the property in question, including the Rental Unit.

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

19. The Landlord testified that on May 11, 2025, the Rental Unit was rented to a tenant and she signed a tenancy agreement with the new tenant. The Landlord further submitted that on May 14, 2025 she notified Bhaskar that the Rental Unit had been rented and was no longer available.

20. The Landlord testified that she did not know that Bhaskar had entered into a tenancy agreement with the Tenant or that Bhaskar collected monies from the Tenant. The Landlord further testified that she did not receive any funds from Bhaskar on behalf of the Tenant.

21. The Landlord submits that Bhaskar was acting independently, was not employed by or acting on behalf of the Landlords, and that the Landlords should not be held responsible for his conduct which she described as “fraudulent”.

Tenant's Evidence

22. The Tenant is seeking a return of \$1,500.00 he paid in rent and a return of double the security deposit (\$1,550.00 x 2) plus applicable interest.
23. The Tenant stated he entered into a written tenancy agreement with Bhaskar on May 16, 2025. On the same day the Tenant paid Bhaskar a \$1,550.00 security deposit and first month's rent of \$1,500.00.
24. The Tenant testified that he viewed the Rental Unit using an access code provided by Bhaskar during a telephone conversation.
25. On May 29, 2025, the Tenant said that he received a message from Bhaskar stating that "due to unforeseen circumstances", the Tenant could not move into the Rental Unit." The Tenant was told his money would be refunded but it was never returned to him despite his many attempts in contacting Bhaskar.
26. The Tenant stated that Bhaskar told him he was the property manager for the building. The Tenant was not aware that Bhaskar was not the owner of the Rental Unit.
27. The Tenant submits that he acted in good faith and seeks the return of the funds he paid.

Bhaskar's Evidence

28. Bhaskar did not attend the appeal hearing. During the Rental Office proceeding, Bhaskar submitted written evidence stating that he acted as a manager or commission-based agent for the Landlord and remains owed commissions.
29. Bhaskar submitted in the Rental Office proceeding that he remitted the money to the Landlord in cash and that any mishandling of those funds would therefore be the Landlord's responsibility.
30. Bhaskar further submitted in the Rental Office proceeding that he got the access code from the Landlord and provided it to the Tenant to view the Rental Unit.
31. During the Rental Office proceeding Bhaskar submitted that he would not have located tenants, arranged viewings, coordinated leases, and remitted rent for multiple properties without authorization from the Landlord or an expectation of commission.

F. ANALYSIS

32. The material facts are largely undisputed. On May 16, 2025, the Tenant signed a written tenancy agreement for the Rental Unit with Bhaskar and paid the security deposit of \$1,550.00 together with first month's rent of \$1,500.00. The tenancy agreement identified "ACC Corporation" as the landlord of the Rental Unit. On May 29, 2025, before the tenancy commenced, Bhaskar advised the Tenant that he could not move into the Rental Unit as it had been rented to another person. The Tenant never obtained possession of the Rental Unit and neither the rent nor the security deposit was returned despite repeated requests.

33. The Landlords submit that Bhaskar was not authorized to act as a landlord or agent on their behalf. However, the Commission comes to a different conclusion.
34. The starting point is the definition of “landlord” in subsection 1(h) of the *Act*. The definition is intentionally broad and extends beyond the owner of a rental unit to include an owner's agent or another person who, on behalf of the owner, permits occupation of a rental unit or exercises powers and performs duties arising under the *Act* or a tenancy agreement.
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,
 - [...]
36. In this case the Commission is satisfied that the Respondent meets the definition of “landlord” at clause 1(h)(i).
37. In reaching this conclusion, the Commission has considered the totality of the evidence and is satisfied that the evidence establishes:
- (a) Bhaskar had an ongoing relationship with the Landlords concerning the rental of rental units;
 - (b) Bhaskar marketed rental units owned by the Landlords;
 - (c) Bhaskar negotiated and executed the tenancy agreement with the Tenant;
 - (d) Bhaskar accepted rent and a security deposit from the Tenant;
 - (e) Bhaskar provided the Tenant with the building access code to facilitate a viewing of the Rental Unit; and
 - (f) the Landlord communicated with Bhaskar regarding the availability of the Rental Unit.
38. The Commission is satisfied that these activities are functions ordinarily associated with a landlord, leasing agent, or property manager acting “on behalf of” a landlord.
39. The Commission does not accept the Landlords' submission that Bhaskar was acting entirely independently and without any connection to their rental operations. The Landlords acknowledge that Bhaskar approached them regarding the rental of multiple units and that they communicated with him regarding the availability of the Rental Unit. The Commission finds it difficult to reconcile those facts with the assertion that Bhaskar had no role whatsoever in the Landlords' leasing activities.
40. The Commission is satisfied that the evidence establishes an ongoing and known relationship between the Landlords and Bhaskar concerning the marketing and rental of residential units. Bhaskar's conduct in this case did not arise in isolation but occurred within the context of that relationship.

41. To the extent that the Landlords submit that Bhaskar failed to remit funds, acted dishonestly, or exceeded the authority granted to him, those matters concern the relationship between the Landlords and Bhaskar. They do not affect the Tenant's rights under the *Act*. As the Commission has previously observed, a tenant should not bear the consequences of internal disputes or private arrangements between landlords and persons acting on their behalf where the tenant had no knowledge of those matters.
42. The Commission is satisfied that the Landlords permitted Bhaskar to participate in the leasing and marketing of rental units and to communicate with prospective tenants on their behalf. In these circumstances, the Landlords cannot avoid liability to the Tenant by asserting that Bhaskar exceeded the scope of his authority.
43. The Commission therefore concludes that the tenancy agreement entered into between the Tenant and Bhaskar is a tenancy agreement to which the *Act* applies and that the Landlords and Bhaskar are both responsible for the obligations arising from that agreement.

Has the Tenant established his claim for compensation?

44. The Commission confirms the finding of the Rental Office regarding the Tenant's return of rent in the amount of \$1,500.00. There was no evidence provided to indicate the Tenant moved into the Rental Unit or that he was refunded the first month's rent or the security deposit.
45. 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 never returned to the Tenant, the Commission confirms the Rental Office's Order that the Tenant is entitled to compensation in accordance with section 40 of the *Act*, including double the amount of the security deposit together with applicable interest.
46. Pursuant to section 40(4) of the *Act*, the Tenant is entitled to compensation in the amount of rent paid and double the security deposit, together with applicable interest:

Rent paid:	\$1,500.00
Security deposit:	\$1,550.00
Interest (May 16, 2025 to date of Order):	\$ 48.36
Double Security Deposit:	<u>\$1,550.00</u>
Total:	\$4,648.36

47. Having found that both Bhaskar and the Landlord meet the definition of "landlord" under the *Act*, in the circumstances, the Commission is satisfied that the obligations under section 40 of the *Act* apply to both. The Commission concludes that the Landlords and Bhaskar are jointly and severally liable to the Tenant for the foregoing amount.
48. 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 others with whom they are working. To conclude otherwise would undermine the protections afforded by the *Act*

and leave tenants exposed to risks arising from relationships and arrangements to which they are not privy.

G. CONCLUSION

49. The appeal is denied and Order LD26-125 is confirmed.

IT IS ORDERED THAT

1. The Landlords and Bhaskar shall pay the Tenant \$4,648.36 by August 7, 2026.

DATED at Charlottetown, Prince Edward Island, 24th day of July, 2026.

BY THE COMMISSION:

[sgd. Gordon MacFarlane]
Gordon MacFarlane

[sgd. Kerri Carpenter]
Kerri Carpenter

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.