



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: September 29, 2026

Dockets: LR26022

Type: Rental Appeal

INDEXED AS: UOPLUS Inc. v. Prabhjot Kaur and Gurleen Kaur and Akshay Bhaskar

2026 PEIRAC 63 (CanLII)

Order No: LR26-51

BETWEEN:

UOPLUS Inc. (the "Owner")

Appellant

AND:

Prabhjot Kaur and Gurleen Kaur the "Tenants")

Respondents

AND:

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

Respondent

ORDER

Panel Members:

Kerri Carpenter, Vice Chair
Gordon MacFarlane, Commissioner

Compared and Certified a True Copy

(Sgd.) Michelle Walsh-Doucette

Commission Clerk

Island Regulatory and Appeals Commission

Reasons for decision, Kerri Carpenter, Vice Chair, Panel Chair:

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 both the Owner and Bhaskar are liable to pay the Tenants \$1,340.54 each.
2. For the reasons that follow, I find that the appeal should be allowed. Order LD26-117 is varied such that only Bhaskar is liable to pay the Tenants. These reasons will be explained in more detail below.
3. This Order comes to a different finding based on the evidence than previous Orders of the Commission involving similar fact patterns, the Owner and Bhaskar. This finding will be explained in detail below. This Order is made in accordance with subsection 3(14) of the *Island Regulatory and Appeals Commission Act* which provides that in the case of equal division of opinion on the part of the commissioners, the decision of the commissioner appointed by the Chair to preside in any matter before the Commission shall prevail. Dissenting reasons of Commissioner MacFarlane follow this decision.

B. BACKGROUND

4. This appeal concerns a rental unit located at Unit 303-19 Ashburn Crescent, Charlottetown, PEI (the “Rental Unit”).
5. The Rental Unit is an apartment in a multi-unit building owned by UOPLUS Inc. (the “Owner”).
6. On May 14, 2025, the Tenants and two other individuals (“P.K.” and “S.K.”) entered into a written fixed-term tenancy agreement for the Rental Unit with ACC-AK Corporation, a company operated by Akshay Bhaskar (“Bhaskar”). The tenancy agreement purported to be effective from July 1, 2025, to December 31, 2025. Rent of \$1,800.00 was due on the first day of the month. On May 14, 2025, the Tenants paid a security deposit of \$1,800.00. For reasons that are detailed below, the Tenants, P.K. and S.K., did not move into the Rental Unit. The Tenants and two other individuals (“P.K.” and “S.K.”) paid rent in the amount of \$1,750 for the first month.
7. The Tenants are the only two applicants in this matter. P.K. and S.K. received a refund of their portion of the rent and security deposit from Bhaskar and are not parties to this matter.
8. On July 10, 2025, the Tenants filed an amended *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office seeking a return of rent, a return of the security deposit, and additional compensation. The Tenants emailed a copy to Bhaskar on the same date.
9. 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 4, 2025.

10. 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, Ming Zhang, the Landlord’s property manager “Property Manager”), Bhaskar, and the Rental Unit, but a different tenant (“C.M.”).
11. On October 14, 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.
12. 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.
13. The Rental Office issued Order LD26-117 on April 10, 2026, which ordered that the Owner and Bhaskar must pay the Tenants \$1,340.54 each by June 10, 2026.
14. The Owner appealed Order LD26-117 on April 30, 2026.
15. The Commission heard the appeal on May 13, 2026, by way of telephone conference. The Owner was represented at the telephone hearing by its legal counsel, Haiyan Zhang. Guiling Tami Ren and Ming Zhang both testified at the hearing on behalf of the Owner. The Tenant, Prabhjot Kaur, attended the telephone hearing on behalf of both Tenants. Bhaskar, did not attend the telephone hearing.
16. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the “*Act*”).

C. DISPOSITION

17. The appeal by the Owner is allowed. Order LD26-117 is varied such that only Bhaskar is held liable to pay the Tenants for a return of rent and double the security deposit.

D. ISSUES

18. The issue the Commission must consider on this appeal is whether both the Owner and Bhaskar are liable to the Tenants for the return of the rent and security deposit.

E. SUMMARY OF EVIDENCE

Owner’s Evidence & Submissions

19. The Owner’s evidence consisted of a sworn affidavit of Guiling Tami Ren, the sole director of UPOLUS Inc. as well as oral testimony under affirmation of Ms. Ren at the appeal hearing.
20. The Owner submits that it rented the Rental Unit to Bhaskar and that it was aware Bhaskar wanted to sublet the Rental Unit. The Owner was aware of and approved Bhaskar subletting the Rental Unit to another tenant (CM).

21. The Owner submits it had no knowledge that Bhaskar had entered into another Tenancy Agreement with the Tenants. The Owner submits it never received any monies from the Tenants or from Bhaskar (or others) on the Tenants' behalf.
22. The Owner asserts that its Property Manager, Ming Zhang of 360 Home Ltd., was its only authorized agent. The Owner submits that Bhaskar had no authority to act on its behalf.
23. The Owner submits that it had a property management agreement with 360 Homes Ltd. The Owner submits that this property management agreement sets out the entirety of the agency relationship, and did not authorize 360 Homes Ltd. to engage a third party to market the Rental Unit, locate tenants, enter into tenancy agreements, or collect rent or security deposits on the Owner's behalf.
24. It is the Owner's position that Bhaskar was operating a fraudulent scheme, signed leases under his own company name as the "Owner" and identifying himself as "property manager" without informing or referring to the Owner.
25. The Owner did not approve or consent to the Tenants. Bhaskar directed the Tenants to e-transfer funds to him personally and did not forward the funds to the Owner.
26. The Owner submits it should not be held liable for the Tenants' funds or the penalty of double the deposit as ruled by the Rental Office.
27. The Owner submits that it is an innocent party and victim of Bhaskar's scam and should not be penalized for Bhaskar's actions.
28. The Owner asks that the Rental Office's decision be set aside, and the Commission determine that Bhaskar is solely responsible for the reimbursement of funds and penalty owed to the Tenants.

Property Manager's Evidence

29. Ming Zhang, the representative of the Property Manager, provided sworn affidavit evidence and testified under affirmation at the appeal hearing. Ms. Zhang's evidence was consistent with Ms. Ren's evidence.
30. Ms. Zhang also testified that she acted, at all times, in accordance with the Property Management Agreement and that she did not authorize Bhaskar to act on her behalf to find tenants. Her understanding of the agreement with Bhaskar was that he was the tenant and would find a sub-tenant to reside in the Rental Unit.
31. Ms. Zhang testified, with respect to the suggestion in the written submissions of Bhaskar that the property manager had access to Bhaskar's email address, that Ms. Zhang at no time accessed or used Bhaskar's email as alleged. She testified that at no time did she authorize anyone other than her to advertise the Rental Unit for rent.
32. Ms. Zhang was not aware of the Tenants having entered into an agreement with Bhaskar until months later when she was so advised by the Rental Office, nor was she aware that Bhaskar received money from the Tenants in respect of the Rental Unit. She testified that she did not receive any funds, in cash or otherwise, from anyone regarding the Tenants.

33. Regarding the timeline of events relevant to the Rental Unit, Ms. Zhang testified that on May 16, 2025, Ms. Zhang was advised by Bhaskar that he had found an individual to sublet the Rental Unit (CM) and that she was never made aware of any other potential individuals to sublet, until the Rental Office made her aware of the Tenants.

Tenants' Evidence & Submissions

34. The Tenants are each, pursuant to their Form 2(A) Tenant Application to Determine Dispute, seeking a return of their \$450.00 security deposit and \$430.00 in rent. There were originally four tenants and the amounts sought by the Tenants represent each Tenant's respective share of rent and security deposit paid.
35. The Tenants submitted that on May 14, 2025, they and P.K. and S.K. entered into a tenancy agreement with Bhaskar for the Rental Unit and paid \$1,800.00 for a security deposit and \$1,750.00 for rent for the first month's rent.
36. The Tenants stated that before they could move into the Rental Unit, Bhaskar informed them they it was not longer available and gave various reasons why, including fire damage to Rental Unit.
37. The Tenants submitted they did not wish to surrender their rights to the Rental Unit and refused a refund until they spoke with the Rental Office, but P.K. and S.K. removed their names from the tenancy agreement and at least one of them received a refund from Bhaskar. The Tenants submit they did not receive any refund from Bhaskar.
38. The Tenant, Prabhjot Kaur, attended the telephone hearing on behalf of both Tenants. During the hearing, the Tenant was disconnected from the call before having the opportunity to give evidence or make submissions. On September 24, 2026, Commission staff contacted Prabhjot Kaur to advise that written submissions would be accepted by the hearing panel by end of day Monday, September 28, 2026. The Tenant responded she had already provided the relevant evidence and documentation regarding this matter, and that she maintains she was the victim of a scam.

Bhaskar's Evidence & Submissions

39. Bhaskar did not attend the hearing or present evidence.
40. Bhaskar did not participate in the appeal hearing. However, he did submit unsworn information which is contained in the Exhibit Package for this matter. At pages 58-60 of the Exhibit Package is an email dated September 3, 2025, from Bhaskar to the Rental Office, attaching a 2-page letter from Bhaskar. This document appears to be a summary of matters related to Ashburn Crescent and in the letter Bhaskar claims that he acted in good faith as a facilitator and followed instructions of the Owner and Ms. Zhang. He claims to have been a manager/commission-based agent. In the letter he also acknowledges that tenants paid rent and deposits into his company account (AK Corporation) and claims that the funds were handed over in cash or transferred directly to "Ms. Zhang/OUPLUS INC [sic] as per Ming Zhang instructions." He did not attach any sort of verification of funds transferred to Ms. Zhang or the Owner, nor did he provide details of amounts paid by him to the Property Manager and/or Owner in relation to the Rental Unit at issue in this matter.

In the letter Bhaskar also stated that he was outside Canada due to medical reasons and that upon his return that he would recover records and submit them to support his position.

41. At pages 67-76 of the Exhibit Package is a further submission from Bhaskar, being an email dated December 23, 2025, with an 8-page attachment. The email indicates that the submission relates to "all related matters currently before the Office." The 8-page attachment outlines some details but does not attach any evidence that might help to verify payments made. In the attachment, Bhaskar stated that he dealt with the Property Manager through Ms. Zhang and her associates and did not meet or communicate directly with Ms. Ren. He indicated that Ms. Zhang had access to the email address for AK Corporation account which was used in communicating with tenants.
42. Bhaskar's statement included some comments regarding various rental units he was involved with. He mentioned the Rental Unit (at pg. 72 of the Evidence Package), but the comments were not related to the Tenants or tenancy agreement at issue in this matter.
43. Further, in Bhaskar's package of information, he stated that he paid the Owner in cash or by e-transfer and that any mishandling of funds is the Owner's or Property Manager's responsibility. Bhaskar's submission states that he was acting in coordination with the Owner's management. However, it is not clear which funds Bhaskar alleges were paid in cash on behalf of which tenants and rental units. Without having more detailed evidence, and not having had Bhaskar present at the appeal hearing, the Commission cannot rely on this information as conclusive evidence on a balance of probabilities that Bhaskar collected security deposit and/or rent funds on behalf of the Owner and forwarded same to the Owner *in respect of this Rental Unit*. Further the Tenant was not able to provide any information in this regard given that the Tenant provided the funds by e-transfer to Bhaskar and does not know what happened after that.

Summary Regarding the Evidence

44. The Commission accepts the unrefuted evidence of the Tenants that they paid the amounts alleged to have been paid to Bhaskar or his Company and that they have not received a refund of the amounts paid. The Commission also accepts the unrefuted evidence of the Tenants, the Property Manager and the Owner that the Tenants never met the Property Manager (or its representatives) or the Owner (or its representatives).
45. With respect to the facts in dispute as between the Owner and Property Manager on the one hand, and Bhaskar on the other hand, the Commission must determine how to reconcile the stark differences in the evidence regarding the relationship between the Owner, Property Manager and Bhaskar. This will be dealt with below.

F. ANALYSIS

(1) General

46. An appeal to the Commission pursuant to the *Residential Tenancy Act* is heard by way of a re-hearing, and the Commission has the discretion to receive and accept new evidence and information, and to make any decision or order that the Director is authorized to make. The statutory requirement for a re-hearing requires only that the Commission make its own decision based on the entire record.

(2) Tenants' Entitlement to a Return of Funds Paid

47. As stated above, the Commission accepts the unrefuted evidence as to the payment by the Tenants, the execution of the tenancy agreement between the Tenants and Bhaskar, and the fact that the Tenants, the Owner and the Property Manager were not aware of one another at any relevant time.
48. The material facts in this case are largely uncontested. The Tenants signed a written tenancy agreement with Bhaskar naming ACC-AK Corporation as Landlord on May 14, 2025. The Tenants and P.K. and S.K. paid a security deposit of \$1,800.00 to Bhaskar in relation to the Rental Unit and first month's rent in the amount of \$1,750.00. The Tenants, P.K. and S.K. were subsequently told the Rental Unit was not available. The evidence with respect to P.K. and S.K. suggests they may have had some of their share of the security deposit and/or rent repaid. However, it is not disputed that the Tenants who are parties to this appeal did not.
49. The Commission accepts that the Tenants paid one month's rent and the security deposit and were prevented, through no fault of their own, from moving into the Rental Unit. The Commission is also satisfied that the Tenants acted in good faith and suffered a significant financial loss, because they have not received a return of their rent payment or security deposit. Therefore, I find that the Tenants are each owed \$1,346.37.

(3) Is the Owner liable to the Tenants?

50. Given that the Owner has appealed the decision of the RTO, the main question on this appeal is whether liability to pay that compensation rests with both the Owner and Bhaskar or with Bhaskar alone. For the reasons that follow, it is my finding that only Bhaskar is liable to pay compensation to the Tenants.
51. In coming to this finding, I have considered the Commission's prior decisions in Order LR25-46 and Orders LR26-21, LR26-32, LR26-33 and LR26-34. To the extent these Orders come to different conclusion, I am reminded that each appeal must be determined on its own evidentiary record. I am also mindful of the fact that the applicants (Tenants) in this case, applied for an order against Bhaskar only. The Owner was added to the proceeding by the Director of the RTO under section 81 of the *Act*.
52. In the previous decisions noted above, a key finding was that Bhaskar was acting on behalf of the Owner based on his working relationship with the Property Manager. In this particular case, I am not satisfied that the evidence on the record establishes this same finding. More specifically, I am not satisfied on the evidence before me that there is an agency relationship between the Owner and Bhaskar such that the Owner is liable for the acts of Bhaskar.
53. Instead, I find that the Owner had a tenancy arrangement with Bhaskar for the Rental Unit, and Bhaskar purported to sublet the Rental Unit to the Tenants via a subletting agreement. Through these actions, Bhaskar assumed the role of landlord within the meaning of section 1(h)(iii) of the *Act*.

54. These findings will be explained below in these reasons.

i. Agency

55. The first question to address is whether the Rental Office erred in finding that Bhaskar was acting as an authorized agent of the Owner when he entered into a tenancy agreement with the Tenants, thereby making the Owner liable for the acts of Bhaskar.

56. In my opinion, two points are relevant with respect to whether Bhaskar possessed actual or apparent authority to act as an agent or “on behalf of” the Owner. First, the Owner’s legal counsel submitted case law from the Supreme Court of Canada to the effect that if there is any “agency” to be found between parties, that authority must come from the principal (in this case, the Owner): *Canadian Laboratory Supplies v. Engelhard Industries*, [1979] 2 SCR 787. I find this authority to be compelling in this case, where the evidence does not establish such authority from the Owner to Bhaskar.

57. In the present case, I find there to be insufficient evidence that the Owner made any representation to the Tenants – or more importantly to Bhaskar – that Bhaskar was authorized to rent the Rental Unit on its behalf. The Owner did not communicate with the Tenants, did not authorize Bhaskar to collect rent or security deposits, and did not receive any of the funds paid by the Tenants.

58. A second consideration is whether the Property Manager, acting on behalf of the Owner, authorized Bhaskar to enter into tenancy agreements on its behalf, or to collect security deposits or rent.

59. Both the Property Manager and Owner testified that the Property Manager did not have the authority to authorize any other parties to act on behalf of the Owner in leasing properties. In particular, it is notable that the Property Manager’s duties were limited by the terms and conditions of the Property Management Agreement such that she did not possess any authority to engage Bhaskar as an “agent” of the Owner. The agreement was provided at pages 233 to 240 of the Exhibit Package (the English translation is pages 238 to 240) as an exhibit to the affidavit of Ms. Zhang. The Property Management Agreement stipulates at paragraph 2-3 that the Property Manager (360 Home) “does not have authority to sign a rental contract direct with the tenant.”

60. Both Ms. Ren and Ms. Zhang testified that this is the sole agreement between them and has been followed throughout the course of their relationship. Both confirmed that although the written document has an expiry date of July 2023, they have continued operating by the terms of this agreement.

61. In conclusion, to find that Bhaskar was acting as an agent of the Owner, there must be evidence of action by the Owner or its authorized representative such that a reasonable person in Bhaskar’s position would believe they had authority to act on behalf of the Owner. On my close review, there is simply no evidence of such communications or actions in this matter. Accordingly, these reasons find that Bhaskar did not possess either actual or apparent authority to act on behalf of the Owner, and the Owner cannot be held liable on that basis.

62. Before leaving this issue, I wish to make two comments.

63. First, I note that while the evidence of Bhaskar regarding this relationship contradicts that of the Owner and the Property Manager, the evidence on the record includes sworn affidavit evidence and affirmed oral evidence on behalf of the Owner and the Property Manager. This stands in contrast to two unsworn submissions by Bhaskar. Due to Bhaskar's failure to appear, there was no opportunity at the appeal hearing to clarify any of Bhaskar's unsworn evidence or to ask questions that may have helped to clarify the facts as they related specifically to the Tenants in this case and the Rental Unit, especially considering that Bhaskar's written submission relate to several properties. Given all of this, I am left to find that the most reliable evidence on the record with respect to the relationship between the Owner, Property Manager and Bhaskar is that of the Owner and Property Manager. It is also noteworthy that none of the Owner's or Property Manager's evidence contradicts the evidence of the Tenants.

64. Second, the evidence demonstrates that the Owner received a \$500 deposit from Bhaskar on May 8, 2025, and the balance of the deposit (\$1,300) on May 13, 2025, at which time Bhaskar advised that a sub-tenant (CM) had been secured for the Rental Unit. The record contains emails between the Tenants beginning on May 7, 2025, including a communication from Bhaskar to the Tenants that their application to rent the Rental Unit was approved. By May 13, 2025, the Tenants were advised by Bhaskar that they could no longer rent the Rental Unit. During this time period, Bhaskar had access to the unit because he had already arranged to rent the unit from the Owner (as will be described below). In conclusion, given the short timeline at issue, it is not reasonable to have expected the Owner take steps to keep track of Bhaskar to prevent him from engaging in wrongfully collecting deposits from several people in respect of the Rental Unit.

ii. Sublet

65. As a starting point to this issue, I first note that I am satisfied that there was no tenancy agreement between the Owner and the Tenants. The evidence of these parties was consistent that the Tenants were not aware who the Owner of the Property was, nothing was signed as between the Owner and the Tenants, the tenancy agreement that was signed does not contain a single reference to the Owner, or to the Owner's Property Manager. Further, the Tenants testified that the security deposit was paid to Bhaskar and not the Owner; and the Owner testified it did not receive the Tenants' security deposit. In short, there is no evidence of any relationship between the Owner and the Tenants.

66. Instead, I accept that Bhaskar rented the Rental Unit from the Owner for the purpose of subletting. I find that Bhaskar then entered into an agreement with the Tenants and became the "landlord" as defined at clause 1(h)(iii). This finding is consistent with the evidence of both the Property Manager and Owner who testified that the arrangement with Bhaskar was one of a tenancy agreement and that they understood Bhaskar intended to sublet the Rental Unit.

67. Though the Evidence Package includes only one tenancy agreement between the Owner and Bhaskar for a different rental unit, I am mindful that the series of events in this matter occurred over a span of only a few days in May 2025, and that both the Owner and Property Manager explained that they were awaiting receipt from Bhaskar for a written tenancy agreement.

68. Despite the absence of an executed tenancy agreement between the Owner and Bhaskar in respect of this Rental Unit, I am satisfied that the whole of the evidence establishes that Bhaskar did have approval from the Owner to sublet the Rental Unit (see, for example, Order LR25-46 of the Commission).

69. It was via this sublet that Bhaskar held himself out as landlord, entered into a tenancy agreement, and accepted rent and a security deposit from the Tenants. In exercising these functions, Bhaskar assumed the role of landlord within the meaning of section 1(h)(iii) of the Act:

1(h) “**landlord**”, in relation to a rental unit, includes

[...]

- (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, [...]

70. To conclude, I am satisfied that the evidence establishes that Bhaskar had independent access to the Rental Unit because he himself rented the premises. The evidence also demonstrates that Bhaskar and the Property Manager agreed that Bhaskar would rent the Rental Unit for the purpose of subletting. As Bhaskar did not occupy the Rental Unit himself, I find that Bhaskar was a person (other than a tenant occupying the rental unit) who was entitled to possession of the Rental Unit (per 1(h)(iii)(A)). Bhaskar then exercised the rights of a “landlord” to enter into an agreement with the Tenants. In conclusion, this makes Bhaskar – and Bhaskar alone – liable to the Tenants for a return of their rent and security deposit.

(4) Compensation Owing to the Tenants?

71. As previously concluded, the Tenants have not received a return of their rent payment or security deposit.

72. Bhaskar is liable to pay the Tenants a return of rent in the amount of \$430.00 each.

73. 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 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.

74. Bhaskar is solely responsible for the Tenants’ claims of a return of rent of \$430.00 each as well as a claim for double the security deposit of \$450.00 each, including interest, calculated as follows:

Rent	\$ 430.00
Security deposit	\$ 450.00
Interest	\$ 16.37
Double penalty (per s. 40(4))	<u>\$ 450.00</u>
Total owing to each Tenant:	<u>\$1,346.37</u>

75. The Tenants originally claimed moving costs and costs associated with new rental accommodations, all of which was denied by the Rental Office. Since the Tenants did not appeal the Order of the Rental Office, this Panel has not considered these claims on appeal.

G. CONCLUSION

76. The Owner's appeal is allowed. Order LD26-117 is varied such that Bhaskar is solely liable to pay compensation to the Tenants in the amount of \$1,346.37 each.

77. In coming to this decision, I wish to make two final comments.

78. First, in this matter I have given more weight to the sworn evidence by the parties who appeared before the Commission to explain their evidence and answer questions, over the unsworn submissions of Bhaskar who did not participate in the hearing itself and, therefore, was unavailable to answer questions or provide clarifications and further details.

79. Second, I am mindful that one purpose of the *Act* is to ameliorate the power imbalances between landlords and tenants. While this is an important function, I cannot accept that it means one party should be held liable for another's wrongdoing without justification under the *Act* for that finding.

IT IS ORDERED THAT

1. Bhaskar shall pay Prabhjot Kaur \$1,346.37 by October 13, 2026.
2. Bhaskar shall pay Gurleen Kaur \$1,346.37 by October 13, 2026.

DATED at Charlottetown, Prince Edward Island, 29th day of September, 2026.

BY THE COMMISSION:

[sgd. Kerri Carpenter]
Kerri Carpenter, Vice Chair, Panel Chair

Dissenting reasons, Gordon MacFarlane, Commissioner:

1. I respectfully dissent. For the reasons set out in Orders LR25-46, LR26-21, LR26-32 and LR26-33, I am of the opinion that the Rental Office correctly found both the Owner (UOPLUS Inc.) and Bhaskar liable for the amount owing to the Tenants.
2. As I found in the previous Orders outlined above, I am satisfied that the evidence supports a finding that Bhaskar was acting "on behalf of" the Owner such that both meet the definition of "landlord" in the *Act* such that the Owner is liable to the Tenants as a landlord.

3. In my opinion, the purposes of the *Act* further support this conclusion. Prospective tenants should not bear the risk of limitations on the authority of individuals who are given access to rental premises and permitted to interact with prospective tenants as though they possess authority to rent them.
4. Accordingly, I would dismiss the appeal and confirm Order LD26-117.

DATED at Charlottetown, Prince Edward Island, 29th day of September, 2026.

[sgd. Gordon MacFarlane]

Gordon MacFarlane, Commissioner

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.