



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: October 14, 2026

Dockets: LR26051

Type: Rental Appeal

INDEXED AS: Jean Marc Paille v. Wendall G. Barbour Ltd.

2026 PEIRAC 68 (CanLII)

Order No: LR26-54

BETWEEN:

Jean-Marc Paille

Appellant

AND:

Wendall G. Barbour Ltd.

Respondent

ORDER

Panel Members:

Gordon MacFarlane, Commissioner
Pamela J. Williams, K.C., 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 September 9, 2026, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the Rental Office does not have jurisdiction to determine the dispute between the Appellant and the Respondent regarding the Rental Unit.

B. BACKGROUND

2. This appeal concerns a rental unit located at Unit 301, 73 Euston Street, Charlottetown, PEI (the “Rental Unit”).
3. The Rental Unit is an apartment located in a 15-unit building (the “Residential Property”) owned by the Respondent.
4. In December 2018 the Appellant moved into the Rental Unit and became the Respondent’s tenant’s roommate.
5. On January 30, 2026 the Appellant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office seeking compensation against the Respondent.
6. On April 17, 2026 the Appellant amended the *Form 2(A) Tenant Application to Determine Dispute* (the “Application”).
7. On June 2, 2026 the Rental Office mailed and e-mailed the parties notice of a tele-hearing scheduled for July 14, 2026.
8. On July 8, 2026 the Rental Office provided the parties a TitanFile link to a 45-page PDF and 22-video evidence package.
9. On July 14, 2026 the Appellant, the Respondent’s legal counsel (the “Representative”) and the Respondent’s witness (the “Witness”) participated in the tele-hearing before the Rental Office.
10. On August 10, 2026, the Rental Office issued Order LD26-282 which determined that the Rental Office does not have jurisdiction to determine the dispute between the Applicant and the Respondent regarding the Rental Unit.
11. The Appellant appealed Order LD26-282 on August 20, 2026.
12. The Commission heard the appeal on September 9, 2026, by way of telephone conference. The Appellant, Jean-Marc Paille attended the telephone conference hearing along with a witness Wendy Chaisson. The Respondent, Wendall G. Barbour Ltd. was represented at the telephone conference hearing by Kegan Bradley of Stewart McKelvey (the Respondent’s Representative).
13. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).

C. DISPOSITION

14. The Appeal is dismissed. The Commission confirms Rental Office Order LD26-282 in finding that the Appellant and Respondent do not have a landlord-tenant relationship and therefore does not have jurisdiction to make further determinations in this matter.

D. ISSUE

15. The principal issue is whether the evidence establishes a tenancy agreement between the Appellant and the Respondent within the meaning of subsection 1(1) of the *Act*.

E. SUMMARY OF EVIDENCE

Appellant's Evidence & Submissions

16. The Appellant submits that he moved into the Rental Unit in December 2018 and initially resided there as the Respondent's tenant's roommate.
17. The Appellant argues that by 2022 he entered into a tenancy agreement with the Respondent. It is the Appellant's position that he was party to a tenancy agreement in 2022 in order to qualify for certain government programs.
18. The Appellant submits that the Respondent was aware of his occupancy and treated him as a tenant. In support of this position, the Appellant relied, among other things, on the Property Manager's knowledge of his occupancy, the inclusion of his name on rent receipts, and discussions with the Property Manager concerning the possibility of renting a vacant unit to him.
19. The Appellant submits that he is entitled to compensation for loss of quiet enjoyment and return of rent as a tenant.

Respondent's Evidence & Submissions

20. The Respondent's Representative relied on affidavits of the Property Manager and other tenants of the Residential Property. The Commission notes for the record that the affidavits were not properly sworn and were thereafter described as "Witness Statements".
21. The Representative submits that the Appellant was never considered a tenant of the Respondent. Rather, the Appellant occupied the Rental Unit as the roommate of the Respondent's tenant.
22. The Representative submits that the Respondent did not enter into a tenancy agreement with the Appellant, either written or oral and that the Appellant's submission that he had a tenancy agreement in 2022 is contrary to his earlier testimony before the Rental Office. In any event, the Respondent disputes any tenancy agreement with the Appellant.

23. The Representative submits that the Respondent's tenant was listed as the sole tenant on various documents up to 2026.
24. The Representative submits that neither the Respondent's tenant nor the Appellant can simply add the Appellant's name to the tenancy agreement. The Respondent further argues that the evidence does not establish that the Respondent agreed to add the Appellant as a tenant to the existing tenancy agreement.
25. The Representative submits that even if the Appellant was found to be a tenant, there was no material basis for the damages claimed by the Appellant.

F. ANALYSIS

26. Subsection 1(1) of the *Act* defines a "tenancy agreement" as:
an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and the provision of services and facilities.
27. The definition recognizes a tenancy may arise from an oral or implied agreement. The question, however, remains whether the evidence establishes an agreement between a landlord and the person claiming to be the tenant respecting possession of the rental unit.
28. The Appellant bears the onus of establishing, on a balance of probabilities, that a tenancy agreement existed between the Appellant and the Respondent within the meaning of subsection 1(1) of the *Act*.
29. The Commission has considered whether a tenancy agreement arose by implication from the conduct of the parties. An implied tenancy agreement may arise from the parties' conduct even in the absence of a written or expressly stated agreement. The relevant question is whether the circumstances, viewed as a whole, establish an agreement between the Appellant and the Respondent respecting the Appellant's possession of the Rental Unit. The Commission finds that they do not.
30. The evidence establishes that the Appellant was permitted to move into the Rental Unit by the Respondent's tenant as her roommate. The evidence does not establish that the Respondent agreed that the Appellant would become a tenant under the Respondent's tenancy agreement with that tenant. Nor does the evidence establish that the Respondent entered into a separate tenancy agreement with the Appellant respecting the Rental Unit.
31. The Appellant relies on the Property Manager's knowledge of his occupancy, the inclusion of his name on rent receipts, and discussions concerning the possibility of renting a vacant unit to him. The Commission finds that these circumstances, individually or collectively, do not establish a tenancy agreement between the Appellant and the Respondent.
32. Knowledge that a person is occupying a rental unit does not, by itself, establish that the person is a tenant of the landlord. Similarly, the inclusion of a person's name on a rent receipt is not, without more, conclusive evidence of a tenancy agreement. The Commission distinguishes between a landlord permitting or tolerating an occupant's

presence in a rental unit and a landlord entering into a tenancy agreement with that occupant. The evidence establishes the former but does not establish the latter.

33. The Commission has considered the Appellant's name appearing on certain rent receipts. While this evidence is relevant to the question of the parties' relationship, the receipts do not identify the Appellant as a tenant or otherwise establish that the Respondent agreed to provide the Appellant with possession of the Rental Unit as a tenant. In the context of the other evidence, the Commission gives the receipts limited weight on the issue of whether a tenancy agreement existed.
34. The Commission recognizes that an individual may occupy a rental unit with the knowledge or consent of a landlord without becoming a tenant of that landlord. The existence of a tenancy depends upon the relationship established between the parties, including whether the landlord and the individual agreed, expressly or by implication, that the individual would have possession of the rental unit as a tenant. In this case, the evidence establishes that the Appellant's initial occupancy arose through his relationship with the Respondent's tenant. The Commission has not been provided with sufficient evidence that this arrangement was subsequently replaced or supplemented by an agreement between the Appellant and the Respondent.
35. The Appellant's evidence that he became a tenant in 2022 is not supported by independent evidence establishing that the Respondent entered into a tenancy agreement with him at that time. Further, the Appellant's evidence regarding the alleged 2022 agreement was inconsistent with his earlier evidence before the Rental Office. The Commission therefore does not find, on a balance of probabilities, that a tenancy agreement was entered into between the Appellant and the Respondent in 2022.
36. Having considered the evidence presented at the appeal hearing, the Commission agrees with the Rental Office's decision that the evidence does not establish a tenancy agreement between the Appellant and the Respondent within the meaning of subsection 1(1) of the *Act*.
37. The Commission further confirms the finding of the Rental Office that its jurisdiction is limited to disputes arising from a tenancy agreement as defined by the *Act*. Accordingly, where the Appellant has not established that he was a tenant of the Respondent in relation to the Rental Unit, the Rental Office had no jurisdiction to determine claims arising from that alleged tenancy.

G. CONCLUSION

38. The Appellant has not established that he is a tenant of the Respondent for the purpose of the *Act*.
39. Having found that the Appellant has not established a tenancy agreement or landlord-tenant relationship with the Respondent, the Commission finds that the Rental Office did not have jurisdiction to determine the underlying dispute between the parties for damages for loss of quiet enjoyment or return of rent.

40. Accordingly, it is unnecessary for the Commission to determine whether the Appellant established a breach of the *Act*, loss of quiet enjoyment, entitlement to a return of rent, or any damages.

IT IS ORDERED THAT

1. The appeal is dismissed.
2. Order LD26-282 is confirmed.
3. The Appellant's application is dismissed.

DATED at Charlottetown, Prince Edward Island, 14th day of October, 2026.

BY THE COMMISSION:

[sgd. Gordon MacFarlane]
Gordon MacFarlane

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

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.