

CANADA / JUDGMENT

Hartin v. Hynes

2026 ONCA 227

COURT

Court of Appeal for Ontario

DECIDED

27 March 2026

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Hartin v. Hynes Collection Decisions of the Court of Appeal Date 2026-03-27 Neutral citation 2026 ONCA 227 Docket numbers COA-25-CV-0844 Judges Huscroft, Grant; Zarnett, Benjamin; Pomerance, Renee M. Subject Civil Decision Content COURT OF APPEAL FOR ONTARIO CITATION: Hartin v. Hynes, 2026 ONCA 227 DATE: 20260327 DOCKET: COA-25-CV-0844 Huscroft, Zarnett and Pomerance JJ.A. BETWEEN Tamara Hartin Plaintiff (Appellant) and Bebe Hynes, Rick Bain, also known as Richard Bain, Ashley Jo-Ann Bain* and Julie McIntosh, also known as Julez McIntosh, and Joe Bain, also known as Joseph Bain Defendants (Respondent*) Robert J. Reynolds, for the appellant Kevin Lin, for the respondent, Ashley Jo-Ann Bain Heard and rendered orally: March 10, 2026 On appeal from the order of Justice Kristin Muszynski of the Superior Court of Justice, dated June 13, 2025. REASONS FOR DECISION

- [1] The appellant, Tamara Hartin, was bitten by a dog and suffered significant injury. She brought an action against various individuals, including the respondent, Ashley Jo-Ann Bain, who owned the house where the dog bite occurred. The respondent, who lived in French Polynesia, purchased the home for her father, Joseph Bain, to live in. Unbeknownst to her, her father permitted her brother, Rick Bain to stay in the residence. Rick Bain brought his dog to the property, and he allowed another dog – a pit bull named Blue – to reside at the property for breeding purposes. On the day of the incident, the owner of Blue attended the property along with the appellant. Blue was allowed into the cabin where the parties were and bit the appellant on the leg.
- [2] The motion judge awarded summary judgment in favour of the respondent. She held that the respondent was neither directly nor vicariously liable for the dog bite. The respondent was not an “owner” for purposes of the Dog Owners' Liability Act, R.S.O. 1990, c. D.16, and the respondent could not be held vicariously liable for the actions of her brother. We see no error in the motion judge’s analysis.
- [3] On the question of vicarious liability, the motion judge found that there was no evidence of any agency relationship between the respondent and her brother, who met the definition of an “owner” of Blue at the material time. Her relationship was with her father, and she had no knowledge that her brother had moved into the home. Absent evidence that the respondent consented to her brother acting on her behalf, or impliedly represented that he

had such authority, there could be no agency relationship and no basis for vicarious liability: *Hav-A-Kar Leasing Ltd. v. Vekselshtein*, 2012 ONCA 826, at para. 42.

- [4] The appellant argues that the motion judge erred in failing to find that the respondent was vicariously liable for the actions of her brother Rick Bain. Essentially, she argues that Joseph Bain was an agent of the respondent, and that Joseph's decision to allow Rick Bain to live in the residence made Rick Bain an agent of the respondent. We do not agree with this proposition. The fact that the respondent purchased the home for her father, and contemplated that her father would manage the property, did not suffice to create an agency relationship between Rick Bain and the respondent in relation to his activities with the dogs. Something more was required before such a finding could ensue.
- [5] The appellant has failed to point to any authorities that would call the motion judge's ruling into question. The respondent's connection to the incident was tenuous and remote. To find her liable would be to cast an impermissibly broad net of liability.
- [6] We see no basis for appellate intervention. The appeal is dismissed.
- [7] The appellant and respondent agreed that the amount of \$10,000 was appropriate as the quantum for costs of the appeal, but they did not agree on liability for costs. The appellant argues that no costs should be ordered against her, given the injuries she suffered and the fact that her argument was novel, there being no authority directly on point. While we sympathize with the appellant regarding her injuries, the law of agency is not novel. We do not see this case as justifying a departure from the usual rule that costs are to be awarded to the successful party. Therefore, in accordance with the agreement as to quantum, the appellant shall pay costs to the respondent in the amount of \$10,000, all inclusive. "Grant Huscroft J.A." "B. Zarnett J.A." "R. Pomerance J.A."

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