



Order under Section 69 Residential Tenancies Act, 2006

Citation: Lamb-Palmer c/o Dore Property Management v Dugas, 2026 ONLTB 41230

Date: 2026-05-22

File Number: LTB-L-105301-25

In the matter of: 6870 BILBERRY DR
ORLEANS ON K1C3R5

Between: Hannah Lamb-Palmer c/o Dore Property Management Landlord

And

Wesley Dugas Tenant
Derek Harkin

Shaun Harkin Interested Party

Hannah Lamb-Palmer c/o Dore Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Wesley Dugas and Derek Harkin (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 5, 2026.

The Landlord, the Landlord's agent, Martin Gauthier, the Landlord's legal representative, Anne Skelly, and the Tenant, Derek Harkin, attended the hearing.

The application originally named Shaun Harkin as a tenant and he was in attendance. The parties consented to removing him from the application as he had vacated the unit more than one year prior to the application being filed and the Board does not have jurisdiction to make an order against him. This order reflects that change.

Determinations:

1. Derek Harkin testified that he moved out of the rental unit on September 30, 2025 and left the keys in the unit with the remaining tenant, Wesley Dugas. He took the position that he should not be responsible for rent that came due after he vacated.

2. Derek Harkin relied on email correspondence with the Landlord's agent. By email dated August 6, 2025, he asked that the lease be assigned to Wesley Dugas and that he and Shaun Harkin be removed from the lease. The Landlord's agent responded that either all leaseholders had to provide notice or the lease could be assigned to remove him and Shaun Harkin. By email dated August 21, 2025, the Landlord's agent wrote that the owner was agreeable to removing Derek Harkin and Shaun Harkin from the lease once September 2025 rent was paid in full, and that the addendum would be prepared once payment was received.
3. On the evidence, I find that September 2025 rent was not paid in full and no addendum was ever prepared. The August 21, 2025 email was a conditional offer to vary the tenancy agreement by removing Derek Harkin as a co-tenant, and the condition, payment of September 2025 rent in full, was not satisfied. The fact that the Landlord's agent did not, on cross-examination, recall expressly telling Derek Harkin that rent had to be paid on time does not assist him. The plain language of the August 21, 2025 email required payment in full, and that condition was not met at all. I find that no binding agreement to release Derek Harkin from the tenancy was reached, and the lease addendum contemplated in the email never came into effect.
4. Derek Harkin did not provide the Landlord with a notice of termination under the Act. The tenancy was a joint tenancy between Derek Harkin and Wesley Dugas, and a joint tenant cannot unilaterally end the tenancy by vacating the rental unit.
5. While I accept that Derek Harkin was no longer in possession of the rental unit after September 30, 2025, section 87 of the Act permits the Board to order the payment of arrears against a tenant or former tenant not in possession where the tenant vacated on or after September 1, 2021, the application was filed within one year of the tenant vacating, and the tenant has been given notice of the application and hearing. All three conditions are satisfied in respect of Derek Harkin. He vacated on September 30, 2025; the application was filed within one year of that date; and he received notice of the application and attended the hearing.
6. I am satisfied that Derek Harkin remained jointly and severally liable, with Wesley Dugas, for rent that came due under the tenancy up to and including January 31, 2026, the date the rental unit was vacated.
7. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
8. At the time the application was filed, Wesley Dugas was in possession of the rental unit. As determined above, Derek Harkin remained a tenant for the purposes of this application notwithstanding that he was not in possession.
9. The rental unit was vacated on January 31, 2026, when Wesley Dugas moved out, and the tenancy terminated on that date. Rent arrears are calculated up to that date.
10. The lawful rent is \$2,665.00. It was due on the 1st day of each month.
11. The Tenant has not made any payments since the application was filed.

12. The rent arrears owing to January 31, 2026, are \$7,995.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$2,600.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
15. Interest on the rent deposit, in the amount of \$92.23 is owing to the Tenant for the period from August 3, 2024, to January 31, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 31, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$5,488.77. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before June 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 3, 2026 at 4.00% annually on the balance outstanding.

May 22, 2026
Date Issued

Colin Elsby
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$7,995.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,600.00
Less the amount of the interest on the last month's rent deposit	- \$92.23
Total amount owing to the Landlord	\$5,488.77