Date: 20260123
Docket: CI 25-01-55043
(Winnipeg Centre)
Indexed as: Gobeil et al. v. Goldman et al.
Cited as: 2026 MBKB 14

COURT OF KING'S BENCH OF MANITOBA

B E T W E E N:

ANDRE NORBERT GOBEIL and, GISELE ANNE MARIE GOBEIL	)	Amelia Peterson for the plaintiffs
plaintiffs/applicants,	)	Aaron Goldman
- and -	)	on his own behalf
AARON GOLDMAN and INDIGIVISION INC.	)	Joseph Kary for the defendant, IndigiVision Inc.
defendants/respondents.	)	
	)	Judgment Delivered:
	)	January 23, 2026

TOEWS J.

INTRODUCTION

[1] This is a summary judgment motion that arises pursuant to a direction I provided to the parties pursuant to my reasons for decision in ***Gobeil et al. v. Goldman et al.***, 2025 MBKB 16, bearing the court file number CI 24-01-48876 ("876"). In that application the applicants requested the court to determine, *inter alia*, whether the respondents:

a) were tenants to the applicants for a term and period that has expired;

b) hold possession of the leased property (the "Premises") located at and forming a part of the property commonly known as 28 Gobeil Road, Dufresne, Manitoba against the right of the applicants as landlords; and

c) having no right to continue in possession the Premises wrongfully refuse to go out of possession.

[2] The application in 876 was one of three proceedings active between the parties and include a statement of claim in action CI 23-17-00050 ("050"), now CI 25-01-55043 ("043") brought by the applicants and a further statement of claim in CI 24-01-49871 ("871") brought by the respondents. Subsequently the respondents brought a further action against the applicants on September 2, 2025 bearing the court file number CI 25-01-53432 ("432"). All four actions, including the application in 876, are related to a dispute between the parties arising out of or in respect of the leasehold arrangements involving the Premises.

[3] The applicants have filed motions in respect of both 871 and 432, seeking to strike those actions on the basis that *inter alia* they are scandalous, frivolous and vexatious, and an abuse of process in that they do not disclose a reasonable cause of action. The statement of claim in 871 was filed by the respondents on December 31, 2024, some eight days before the hearing of the application in 876 while the statement of claim in 432 was filed by the respondents on September 2, 2025, approximately eight months after I heard and delivered my reasons for decision in 876.

[4] I would note that action 050 has been consolidated with Court of King's Bench file number 043 upon the transfer of 050 to the Winnipeg Centre from the Steinbach

Centre where 050 was originally filed. That is an administrative action that has no bearing upon the substantive matters in dispute between the parties. Even though any orders arising out of this decision may utilize the 043 designation, for the sake of clarity I will continue to refer to the action as 050 or "050 (now 043)" rather than 043 alone in the course of these reasons.

[5] The directions that I provided to the parties in 876 are found at paragraph 97 of my reasons for decision in ***Gobeil et al v. Goldman et al.*** which states:

> [97] Considering the orders made in this application, I would direct the parties to schedule a further pre-trial in the main action (CI 23-17-00050) to determine what steps should be taken in respect of that action or any other related action between the respondents and one or more of the applicants, including CI 24-01-49871.

[6] At a case management conference on October 6, 2025 and as summarized in my memorandum of the same date, I set a date for a summary judgment motion to be brought by the applicants, as well as a motion brought by Mr. Goldman in which he asks that I recuse myself from hearing any matters related to his dispute with the applicants. Having reviewed his written material prior to the October 6, 2025 case conference, I advised Mr. Goldman on October 6, 2025 that I was dismissing the recusal motion for the same reasons set out in my February 3, 2025 reasons for decision in 876. Those reasons are set out at paragraphs [45] through [47] of my February 3, 2025 decision where I held:

> [45] There are two additional issues that I intend to specifically address in my reasons which were not set out in the applicants' brief. The first is Mr. Goldman's allegation that my handling of this matter generally and his request for an adjournment specifically demonstrates a reasonable apprehension of bias on my part. That issue is set out in Mr. Goldman's affidavit affirmed on January 7, 2025, specifically at paragraphs 64 to 112, as well as additional

> paragraphs in that affidavit. It is also set out in his written brief of January 20, 2025.
>
> [46] I dismissed this argument at the oral hearing of this matter when it was brought to my attention by Mr. Goldman, after concluding that I can properly deal with the respondents' case on its factual and legal merits. Following receipt of his written brief of January 20, 2025, I have again reviewed his written submissions in that respect. I have not changed my mind.
>
> [47] The governing legal principles and applicable test to be applied in determining a judge's recusal on the basis of bias or a reasonable apprehension of bias were recently considered by this court in *Johnson v. Miazga*, 2022 MBQB 80, [2022] M.J. No. 424 (QL). The governing legal principles and applicable test to be applied in determining a judge's recusal were also summarized by Joyal J. (as he then was), in *Kalo v. Manitoba (Human Rights Commission)* 2008 MBQB 92 (CanLII). It is the legal principles, and the test set out in those cases which I have considered in denying the respondents' motion for recusal.

[7] Mr. Goldman again brought a motion for me to recuse myself in proceeding with this summary judgment hearing, and again, following a review of the extensive written materials he filed in support of this new recusal motion, I dismissed the motion at the commencement of the hearing on January 12, 2026. I advised Mr. Goldman that my reasons for dismissing his recusal motion were the same as those I relied upon in dismissing his earlier recusal motions.

[8] On October 6, 2025, the summary judgment motion in this matter was scheduled for December 19, 2025, although it was subsequently adjourned to January 12, 2026 as a result of illness on my part. The focus of the summary judgment hearing on January 12, 2026 involves a consideration of the impact of my findings set out in my February 3, 2025 reasons for decision in ***Gobeil et al. v. Goldman et al.*** on all of the proceedings involving the parties in relation to the Premises and the leases into which the parties had entered.

[9] In addition, the applicants sought summary judgment in respect of various damage claims and claims for unpaid rent as a result of the respondents remaining on the Premises after the expiration of the lease. Those claims are set out and advanced primarily on the basis of the affidavit of Mr. Gobeil sworn June 2, 2025.

THE LAW ON SUMMARY JUDGMENTS

[10] The law regarding the circumstances in which the court may order summary judgment is not in dispute. The Manitoba *Court of King's Bench Rules* provide:

> CONDUCT OF SUMMARY JUDGMENT MOTION
>
> **Responding evidence**
>
> 20.02 In response to affidavit material or other evidence supporting a motion for summary judgment, a responding party may not rest on the mere allegations or denials of the party's pleadings, but must set out, in affidavit material or other evidence, specific facts showing that there is a genuine issue requiring a trial.
>
> **Granting summary judgment**
>
> 20.03(1) The judge must grant summary judgment if he or she is satisfied that there is no genuine issue requiring a trial with respect to a claim or defence.
>
> **Powers of judge**
>
> 20.03(2) When making a determination under subrule (1), the judge must consider the evidence submitted by the parties and he or she may exercise any of the following powers in order to determine if there is a genuine issue requiring a trial:
>
> (a) weighing the evidence;
>
> (b) evaluating the credibility of a deponent;
>
> (c) drawing any reasonable inference from the evidence;
>
> unless it is in the interests of justice for these powers to be exercised only at trial.

[11] The legal test for summary judgment is outlined in ***Dakota Ojibway Child and Family Services et al v. MBH***, 2019 MBCA 91, as follows:

> [108] At the hearing of the motion, the moving party must first satisfy the motion judge that there can be a fair and just determination on the merits (i.e., that the process will permit him or her to find the necessary facts and to apply the relevant legal principles so as to resolve the dispute, and that proceeding to trial would generally not be proportionate, timely or cost-effective). In so doing, the moving party bears the evidential burden of establishing that there is no genuine issue requiring a trial.
>
> [109] If those requirements are met, the responding party must meet its evidential burden of establishing "that the record, the facts, or the law preclude a fair disposition" (*Weir-Jones* at para 32; and *Stankovic v 1536679 Alberta Ltd*, 2019 ABCA 187 at para 22; see also *Stankovic* at para 29) or that there is a genuine issue requiring a trial (e.g., by raising a defence). In other words, the responding party must establish why a trial is required (see *Hryniak* at para 56). If the responding party fails to do so, summary judgment will be granted.
>
> [110] The analysis contemplated by Karakatsanis J in *Hryniak* is itself a two-step analysis (see para 66). First, the motion judge must determine if there is a genuine issue requiring a trial based only on the evidence, without using any additional fact-finding powers. If there is such an issue, the second step requires the motion judge to determine if the need for a trial can be avoided by weighing the evidence, evaluating credibility, drawing inferences and/or calling oral evidence (see r 20.07(2)).
>
> [111] There is no shifting onus; the standard of proof is proof on a balance of probabilities; and the persuasive burden of proof remains at all times with the moving party to establish that a fair and just adjudication is possible on a summary basis and that there is no genuine issue requiring a trial.

[12] Accordingly, the Gobeils, as the moving party, bear the burden, on a balance of probabilities, of persuading this court that there is no genuine issue requiring a trial to adjudicate any issue. Likewise, upon the Gobeils doing so, the evidentiary burden shifts to Mr. Goldman and IndigiVision to establish that a trial is necessary to determine a genuine issue. As made clear in the Rules themselves, a party responding to a summary judgment motion must not rest on the mere allegations in their pleadings but must set out the specific evidence showing that there is a genuine issue requiring a trial.

THE POSITION OF THE APPLICANTS

[13] It is the applicants' position that as a result of the February 3, 2025 decision of this court in 876 the only remaining issue to be determined as between the parties is their entitlement as landlord to damages and/or unpaid rent as a result of the tenants' wrongful possession of the Premises after the expiry of the lease.

[14] The applicants argue that the court's decision in 876 held that the respondent tenants were wrongfully in possession of the Premises as of September 1, 2024 and that they remained in possession of the Premises until April 3, 2025. They state that not only are the tenants liable to them for eight months rent, but that pursuant to section 52 of ***The Landlord and Tenant Act***, C.C.S.M. c. L70 (the "***LTA***"), the tenants will be liable for double the rent for the period of time they are wilfully overholding. Section 52 of the ***LTA*** provides:

> **Penalty double value for overholding.**
>
> 52 Where a tenant for any term for life, lives, or years, or other person who comes into possession of any land, by, from, or under, or by collusion with, the tenant, wilfully holds over the land or any part thereof after the determination of the term, and after notice in writing given for delivering the possession thereof by his landlord or the person to whom the remainder or reversion of the land belongs or his agent thereunto lawfully authorized, the tenant or other person so holding over shall, for and during the time he so holds over or keeps the person entitled out of possession, pay to the person or his assigns at the rate of double the yearly value of the land so detained for so long as the same is detained, to be recovered by action in any court of competent jurisdiction, against the recovering of which penalty there shall be no relief.

THE POSITION OF THE RESPONDENTS

[15] The position of the respondent Mr. Goldman is set out in a motion brief forwarded to my assistant by e-mail on January 9, 2026 at 4:27 p.m., this being on the

Friday before the weekend and prior to the commencement of the hearing of the summary judgment motion on Monday morning. The written submissions of Mr. Goldman were supplemented by his oral representations at the hearing as well. I would note that all material, including the respondents' brief and affidavits were to have been filed by December 19, 2025, the date this matter was originally scheduled to be heard. Nevertheless, all of the respondents' filings and material were accepted and considered by the court in rendering its decision here.

[16] I would further note that for the most part, if not entirely, Mr. Goldman's motion brief failed to address the central issue before the court, that is, what is the impact of the court's February 3, 2025 decision in 876 on the issues set out in the pleadings filed by the parties in the actions concerning the Premises and the lease between the applicants and the respondents in respect of the Premises.

[17] In his oral submissions Mr. Goldman took the position that the two actions, 871, filed by the respondents on December 31, 2024, some eight days before the hearing of the application in 876 and 432, filed by the respondents on September 2, 2025, approximately eight months after I heard and delivered my reasons in the application in 876, dealt with issues related to fraud, deceit, conspiracy and other criminal and civil misconduct on the part of the applicants that took place during but also after the time period that the Premises were leased to the respondents. If I understand his arguments correctly, it is his position that the pleadings in 871 and 432 take a broader approach that is absent in the scope of the pleadings in 050 (now 043) and the considerations of the court in the decision rendered in 876. Accordingly, Mr. Goldman argued, the

findings of the court in the reasons for decision in 876 are not dispositive of the issues raised in the pleadings in 871 and 432.

[18] For his part, counsel for the corporate respondent, focused his submissions on difficulties related to the evidence of Mr. Gobeil set out in his affidavit of June 2, 2025. This was the only affidavit relied upon by the applicants in their summary judgment motion. Counsel for IndigiVision also made submissions on the failure of the applicants to prove their claim for damages, and in particular, the failure to meet the statutory requirements entitling the applicants to a double penalty as a result of the respondents allegedly being overholding tenants pursuant to section 52 of the ***LTA***.

ANALYSIS AND DECISION

[19] It is my conclusion that summary judgment should be granted in favour of the applicants and that as a consequence the respondents' pleadings in 871 and 432 should be struck without leave to amend or refile. A trial of an issue is not required. In my opinion the decision rendered on February 3, 2025 in 876 effectively dealt with the substantive issues raised in the applicants' action in 050 (now 043) and the issues raised in the actions brought by the respondents in 871 and 432.

[20] In 871 the respondents seek a certificate of pending litigation to be registered against the Premises. Secondly, the respondents in 871 seek a declaration that "…the August 15, 2024 Notice of Termination issued by [Mr. Gobeil] is null and void and declaring IndigiVision's lease to be extended to September 2, 2025 at the current lease rate of $1400 plus GST and is further extendable in one year increments to be added at IndigiVision's sole discretion…".

[21] In 432 the respondents also seek a certificate of pending litigation in respect of the same property, namely the Premises, and that no further relief be granted "until such time as the Court of Appeal has overturned the decision in [876] or determined that a stay or reversal of the order providing for a writ of possession in [876] is appropriate…". The respondents further seek an order "that the agreement between the plaintiff IndigiVision as represented by its sole director Goldman …be rectified…". The claim then sets out approximately a dozen ways in which the lease between the parties should be rectified. The statement of claim in 432 sets out the particulars of the claim against the applicant in approximately 66 pages.

[22] In my opinion the matters raised in 871 and 432 have been effectively dealt with by way of my reasons in 876. The main relief being sought by the respondents in 871 and 432 is a certificate of pending litigation against the Premises on the basis that the respondents are entitled to possession of the premises by virtue of the lease and due to an option to purchase the Premises. The issues and proceedings under consideration in 876 are set out at paragraphs 1-3 of ***Gobeil et al. v. Goldman et al.*** which state:

> [1] This is a notice of application under Part 3 of *The Landlord and Tenant Act*, C.C.S.M. c. L70 (the "*Act*") requesting the court to determine, *inter alia*, whether the respondents:
>
> a) were tenants to the applicants for a term and period that has expired;
>
> b) hold possession of the leased property (the "Premises") located at and forming a part of the property commonly known as 28 Gobeil Road, Dufresne, Manitoba against the right of the applicants as landlords; and
>
> c) having no right to continue in possession the Premises wrongfully refuse to go out of possession.

> [2] The applicants request that an order for a writ of vacant possession be granted and place them in possession of the Premises.
>
> [3] This application CI 24-01-48876 ("876") is one of three proceedings currently active between the parties and include a statement of claim in action CI 23-17-00050 ("050") brought by the applicants and a further statement of claim in CI 24-01-49871 ("871") brought by the respondents. All three are related to the dispute between the parties arising out of or in respect of the leasehold arrangements of the Premises. A trial date has been set for January 12-23, 2026, in 050, the main action.

[23] At the conclusion of that judgment, I held at paragraphs 94-95:

> [94] …I have concluded that the respondents, Aaron Goldman and Indigivision Inc.:
>
> a) were tenants to the applicants for a term or period that has expired;
>
> b) hold or purport to hold possession of the Premises, being part of the property commonly known as 28 Gobeil Road, Dufresne, Manitoba against the right of the applicant landlords Andre Gobeil and Gisele Gobeil to the possession of the aforementioned property;
>
> c) having no right to continue in possession of any or part of the property known as 28 Gobeil Road, Dufresne, Manitoba wrongfully continue in possession of the aforementioned property.
>
> [95] On the basis of the forgoing conclusions, and based on the further written submissions of both parties concerning an appropriate date for vacant possession, I order that:
>
> a) the respondents vacate all and any part of the property known as 28 Gobeil Road, Dufresne, Manitoba, including the Premises, within thirty (30) days of the date of the issuance of the writ of possession;
>
> b) a writ of possession is directed to the sheriff commanding them that upon the expiration of thirty (30) days of the date of the issuance of the writ of possession to place the applicant landlords in sole possession of the aforementioned property and the Premises; …

[24] The submissions of Mr. Goldman and Indigivision in 876 dealt extensively with allegations about untoward conduct of the part of the Gobeils, among others. In my

consideration of the allegations made by Mr. Goldman and IndigiVision in that case, I came to the conclusion that Mr. Goldman's evidence was not reliable or credible. At paragraphs 66- 67 of that judgment I held:

> [66] In my opinion, the position of the respondents in respect of the relationship between Mr. Goldman and Mrs. Gobeil as giving rise to a breach of the duty of utmost good faith and negligence in carrying out a duty of care exceeds all bounds of credibility. Despite the respondents' assertion that the lease agreements were substantively drafted and administered by Mrs. Gobeil alone, a review of both lease agreements demonstrates the existence of numerous clauses that could only have been drafted with the substantive input if not direction of Mr. Goldman. I do not accept the respondents' assertion as to his reliance on Mrs. Gobeil's legal knowledge as being accurate.
>
> [67] This conclusion is strongly supported by Mr. Goldman's demonstrated familiarity with legal concepts, the drafting of agreements, and the writing of correspondence in the context of this legal proceeding as well as the dispute which Mr. Goldman was involved in *441 Main Inc.* It is reinforced by a reading of the respondents' January 20, 2025 written brief. My assessment of the evidence here is that Mr. Goldman knew exactly what he was doing and that he was engaging in another "dance", this time with the applicants here in respect of the Premises specifically and the property at 28 Gobeil Road generally. In assessing Mr. Goldman's evidence in respect of his contractual relationship with Mrs. Gobeil and his submission that the evidence gave rise to a duty of utmost good faith which she breached, and negligence on her part in carrying out a duty of care allegedly owed to him by her, I find it is not credible and his evidence and submissions in that respect should not be given any weight.

[25] There are numerous other examples in the voluminous material filed by Mr. Goldman and in the course of his submissions in 876 where he submits that he was the victim of fraud and other improper conduct by the Gobeils and even that a member of the legal community was conspiring against him while the respondents' attempted to enforce the lease in respect of the Premises. Contrary to the submissions of Mr. Goldman, the material he filed and the arguments raised by him and considered by me in 876 provided a broad contextual background to the circumstances surrounding

the execution of the leases that were entered into between the parties in respect of the Premises.

[26] Mr. Goldman and IndigiVision were provided with a very broad discretion to file materials and make submissions in advancing their position as respondents in 876. As I stated at paragraph 41 of that decision:

> [41] While the respondents have raised numerous arguments challenging the application for vacant possession, in my opinion, a review of the materials and submissions made by the parties in this proceeding leads me to the conclusion that the issues identified by the applicants in their brief for the most part properly encapsulate the matters that I must consider in resolving this application. In my opinion, many of the respondents' submissions go somewhat far afield and beyond the matters to be determined in order to resolve this application.

[27] The court has previously determined in 876 that the respondents' lease of the Premises expired and that no option to purchase existed. As I held in that decision:

> [81] In respect of whether Clause 56 in either of the lease agreements constitutes an "option to purchase" I am satisfied that it does not. More properly, this clause can be characterized as a "right of first refusal". In my view an "option to purchase" must allow a party to buy a specific property at a fixed price within a certain time and constitutes an irrevocable offer to sell by the property owner. (See *Crow v. Masur*, 2005 BCSC 719 and *Mason v. Vulcan Machinery & Equipment Ltd.* (1977), 1977 CanLII 395 (BC SC), 4 B.C.L.R 185 (BCSC)) In this case Clause 56 does not allow the respondents to elect to purchase the property at 28 Gobeil Road at any time in perpetuity as argued by the respondents, but instead allows them to make an offer to purchase the property at fair market value, should it come up for sale. This constitutes a right of first refusal rather than an option to purchase.
>
> [82] In the case at bar, the respondents failed to renew the applicable lease agreement by failing to give the proper 60-day notice. Furthermore, unless there is a clear expression of intention either in the words of the lease agreement or in the acts or conduct of the parties which would show that the right of first refusal was to be extended, the right of first refusal expires. (See *North Eastern Enterprises Ltd. v. Chevron Canada Ltd.*, 2016 BCSC 1954) The expiry of the right of the lease agreement here resulted in the expiry of the right of first refusal as there is no renewal of the applicable lease agreement by virtue of words, conduct or acts.

> [83] As stated above, Clause 56 does not legally constitute an "option to purchase". Furthermore, for the reasons set out earlier in this decision, I do not consider as credible the respondents' position that Mr. Goldman relied on the legal advice of the applicant, Mrs. Gobeil to advise him that Clause 56 of the lease agreement constituted a valid "option to purchase" and on that basis, he executed the agreement.

[28] The applicants, as the moving party, bear the persuasive burden of proof at all times. In my opinion, they have established that a fair and just adjudication is possible on a summary basis and that there is no genuine issue requiring a trial. The applicants have demonstrated on a balance of probabilities that all issues raised in 050 (now 043), subject to the claim for damages and unpaid rent being advanced by the applicants in this proceeding, have been determined by the decision in 876.

[29] It is my opinion that 871 and 432 raise no new or additional genuine issues beyond those already determined in 876. I accept the position and arguments of the applicants that 871 and 432 are an attempt to collaterally attack the decision in 876. Accordingly, summary judgment is granted in favour of the applicants' motion to strike the respondents' pleadings in 871 and 432 without leave to amend or refile.

[30] In respect of the applicants' claim for damages and unpaid rent arising out of the respondents remaining on the Premises for a period of eight months after the expiration of the lease, I note that the applicants are abandoning their claim for damages with the exception of special damages representing double rent in the amount of $23,520.00 plus GST and $8,822.41 in respect of repairs to the Premises and an amount on account of mortgage payments and property taxes that the applicants were required to pay as a result of the respondents' failure to vacate the premises upon expiry of the lease, resulting in the frustration of the applicants' attempted sale of the Premises.

[31] In advancing their claim in this respect the applicants rely on the affidavit of Mr. Gobeil sworn on June 2, 2025 as well as various findings of this court in issuing a writ of possession which was executed by the Sheriff in order to remove the respondents from the premises.

[32] It was clear from the cross-examination of Mr. Gobeil that he was very unsophisticated in legal matters. He had extreme difficulty in answering the most basic questions put to him during the course of his cross-examination. I understand from the submissions made on behalf of the applicants and of the respondent Aaron Goldman that Mr. Gobeil has recently suffered from a mental health condition. In my opinion, this may have affected his ability to comprehend the nature and contents of the affidavit he swore some six or seven months ago. In any event, it would be unsafe to rely on the statements made in that affidavit.

[33] Furthermore, while it is my opinion that the applicants' claim for damages could have been proven in the context of a summary judgment hearing on the basis of appropriate affidavit evidence and would not have required a trial of that issue, the affidavit evidence here is not sufficient to prove the applicants' case for the damages claimed. In that context, I am also not satisfied that the applicants' claim for double rent pursuant to section 52 has been proven. In particular, I am not satisfied that the respondents, as tenants "…***wilfully*** holds over the land or any part thereof after the determination of the term…" [emphasis added].

[34] However, it is clear from these proceedings and it is not disputed that the respondents remained on the Premises for a period of eight months without the rent

being paid. The occupation of the Premises by the respondents only ended after the Sheriff executed a writ of possession which this court issued.

[35] In my opinion, this failure to leave the Premises after the lease expired amounted to a trespass on the part of the respondents for a period of eight months, during which time they failed to pay any rent. In my opinion this trespass amounted to an unjust enrichment for the period during which they remained on the Premises, depriving the applicants of their right to possess the Premises without any juristic reason on the part of the respondents for doing so. Accordingly, the respondents are ordered to pay the applicants the amount of $11,760.00, representing eight months of rent inclusive of GST.

[36] At the conclusion of the hearing on January 12, 2026, I recessed court to consider the extent to which I was in a position to provide my decision in respect of granting summary judgment or whether this matter should proceed to trial on the following day as scheduled.

[37] Upon consideration of the matter, I reconvened court and advised the parties that I would be granting summary judgment, with written reasons to follow, in respect of 871 and 432 and dismiss both of those actions without leave to amend. At that time, I was also advised that the applicants were not proceeding with any further claims or remedies in respect of 050 (now 043) and 876 with the exception of the claim for damages and outstanding rent that I have now dealt with in these reasons in the preceding paragraphs.

[38] I also advised the parties that in my view the proceedings conducted by the respondents in 871 and 432 were conducted in a vexatious manner. In that respect I agree generally with the submissions of the applicants characterizing the conduct of Mr. Goldman in particular. In my opinion and as the record and filings indicate this inappropriate conduct on the part of Mr. Goldman continued throughout the course of these proceedings as well as at the hearing on January 12, 2026 itself, during which he inappropriately impugned the trustworthiness and integrity of the applicants and others, including at least one member of the legal community by making baseless claims of fraud and dishonesty.

[39] On that basis, I am satisfied that Mr. Goldman and IndigiVision conducted these proceedings in a vexatious manner and therefore I ordered that pursuant to section 73(1) of ***The Court of King's Bench Act***, C.C.S.M. c. 280, both Mr. Goldman and IndigiVision not continue or institute any further proceedings in respect of the Premises or the lease(s) that are the subject of these proceedings or any proceedings in respect of the applicants, Andre Norbert Gobeil or Gisele Anne Marie Gobeil, without leave of a judge of this court or, as the case may be, the Court of Appeal.

[40] I would also order that the respondents not institute any proceedings against any legal counsel, past and present, who are or were retained or even informally consulted by the applicants in respect of the dispute over the Premises and the related leases that are the subject of these proceedings or any proceedings in respect of the applicants, Andre Norbert Gobeil or Gisele Anne Marie Gobeil without leave of a judge of this court or, again, as the case may be, the Court of Appeal.

[41] In this respect I note that ***The Court of King's Bench Act*** defines **"proceeding"** as an action or application commenced or made in the court. In view of the respondent Mr. Goldman's repeated indication that he will be seeking to appeal my decisions in this matter, and my desire not to impede his ability to do so, I would point out that this order does not prohibit the respondents from commencing an appeal of this decision to the appropriate appellate court.

[42] In making this ruling I make no adverse comments about the conduct of Mr. Kary in his appearances before me. I understand that IndigiVision through its sole officer and director, Mr. Goldman, retained Mr. Kary on the basis of what Mr. Goldman characterized as a "limited retainer". I am not aware of the extent to which Mr. Kary was involved in the initiation and commencement of these proceedings. It appears that Mr. Goldman drafted and filed the materials relied upon by both respondents in these proceedings, including the statements of claim and the other materials filed in support of 871 and 432. I did not inquire of Mr. Kary as to the terms of his retainer, but I can state that in the course of his submissions before me Mr. Kary remained focused on the issues under consideration by the court in this application and did so in a professional and courteous manner.

CONCLUSION

[43] On the basis of the forgoing reasons, this court declares and orders that:

a) summary judgment should be granted in favour of the applicants' motion to strike the respondents' pleadings in 871 and 432 without leave to amend or refile;

b) the respondents are ordered to pay the applicants the amount of $11,760.00, representing eight months of unpaid rent inclusive of GST.

c) the matters and issues raised in 871, 432 and 050 (now 043) have been effectively dealt with by way of my reasons in 876 delivered on February 3, 2025 and by the award of $11,760.00 in favour of the applicants for the reasons set out herein;

d) there is no genuine issue raised in 871, 432 and 050 (now 043) that require a trial of an issue;

e) both Mr. Goldman and IndigiVision are not to continue or institute any proceedings in this court in respect of the Premises or the lease(s) that are the subject of these proceedings and they shall not jointly or individually continue or institute any proceedings in respect of the applicants, Andre Norbert Gobeil or Gisele Anne Marie Gobeil, or any other property which Andre Norbert Gobeil or Gisele Anne Marie Gobeil may own or may have owned, jointly or individually, or any legal counsel, past and present, who are or were retained or even informally consulted by the applicants in respect of the dispute over the Premises and the related leases that are the subject of these proceedings or any proceedings in respect of the applicants, Andre Norbert Gobeil or Gisele Anne Marie Gobeil without leave of a judge of this court or, as the case may be, the Court of Appeal; and

f) In view of the vexatious conduct of the respondents in this proceeding the applicants shall have their costs against the respondents on a solicitor/client basis.

_____

J.