Date: 20250924
Docket: CI 23-01-41061
(Winnipeg Centre)
Indexed as: Green Harbour Financial Inc. et al. v. Wang et al.
Cited as: 2025 MBKB 117

COURT OF KING'S BENCH OF MANITOBA

B E T W E E N:

GREEN HARBOUR FINANCIAL INC., FREEDOM STUDIOS INC., FREEDOM TV INC., FREEDOM DIGITAL INC., SYMPHONIC VISION INC., INDIGIVISION INC., DK2 INC., ANGEL OF PEACE TV INC., DP1 INC., EVENING STAR ENTERTAINMENT INC., GOLDEN SUNRISE INC., HAI LUO and AARON GOLDMAN, plaintiffs,	)	Joseph H. Kary for the plaintiffs Hai Luo and Indigivision Inc. Aaron Goldman on his own behalf and on behalf of all the corporate plaintiffs except for Indigivision Inc.
- and -	)	
FEI WANG and PING JIANG, defendants.	)	Stephen A. McIntosh for the defendants
	)	JUDGMENT DELIVERED: September 24, 2025

REMPEL J.

BACKGROUND

[1] The plaintiffs Aaron Goldman ("Mr. Goldman") and Hai Luo ("Ms. Luo") are spouses, who sue in their personal capacities and as directors of the plaintiff corporations,

for damages arising from the lease of a residential house (the "House") in Winnipeg owned by the defendants Fei Wang ("Mr. Wang") and Ping Jiang (Ms. Jiang") (collectively the "Landlords").

[2] The thrust of the plaintiffs' claim is that they invested substantial funds in repairs and upgrades to the House based on verbal promises by the Landlords that they would be entitled to purchase the House from the Landlords when the written lease (the "Lease") expired. The Lease, which was signed on May 27, 2015, contains no lease-to-own provisions, but Mr. Goldman maintains that he has a secret recording of a conversation in which Mr. Wang apparently agreed with his allegation that he was indeed given an absolute right to purchase the House after the Lease expired.

[3] The Landlords argue that although the Lease as written gives the plaintiffs a right of first refusal to purchase the home, it does not guarantee a sale at a future date. The Landlords reply on an explicit clause in the Lease that precludes modifications or changes that are not reduced to writing. The Landlords also argue that the Lease was signed only by Mr. Goldman and Ms. Luo as tenants, leaving these individuals as the only possible plaintiffs in this action. As a result the Landlords indicate they have no legal relationship with and never knew of the existence of the named corporate plaintiffs.

ISSUES

[4] The Landlords filed a motion immediately after filing their statement of defence seeking orders of summary judgment and security for costs. At the only pre-trial conference in this matter on February 5, 2025 I authorized that the summary judgment

motion proceed and ordered the plaintiffs to pay $5,000 as security for costs. The plaintiffs paid the security into court on April 15, 2025.

DECISION

[5] I am granting summary judgment to the Landlords and dismissing all of the claims against them. In the alternative I would strike the statement of claim as a vexatious proceeding and an abuse of process under the inherent jurisdiction of the court.

FACTS

[6] The signatures on the Lease are those of Mr. Wang as a landlord and Mr. Goldman and Ms. Luo as tenants. The House leased to Mr. Goldman and Ms. Luo was a newly constructed residential dwelling located in south Winnipeg close to the University of Manitoba.

[7] The monthly rent agreed to under the terms of the Lease was $2,500 for a fixed term expiring on June 30, 2016 (13 months). The Lease precluded the use of the House by the plaintiffs for anything other than a private residence. There was also a clause prohibiting the plaintiffs from having pets in the House.

[8] The Lease also contained terms which in effect gave the plaintiffs a right of first refusal and required that any modifications or notices to the Lease to be in writing in order to be valid (the "Entire Agreement Clause"). Those particular paragraphs of the Lease read as follows:

> 29. ADDITIONS AND/OR EXCEPTIONS: Tenants have the priority to purchase the leased property whenever the landlord decided to sell the property with a mutually agreed purchase price.

. . .

> 33. MODIFICATION OR NOTICE TO THIS AGREEMENT: All modifications or notices to this agreement shall be in writing to be valid.

[9] There is no dispute that Mr. Wang drafted the Lease, and that English is not his first language. The plaintiffs did not dispute the assertions made by Mr. Wang that he added the Entire Agreement Clause because he did not understand English well and he wanted to avoid any misunderstandings. The language used in the Lease is plain and simple. Mr. Goldman and Ms. Luo do not allege that they did not understand what the words in the Lease meant or that the words were ambiguous.

[10] Mr. Goldman and Ms. Luo refused to sign a renewal of the Lease after the fixed term expired on June 30, 2016, which resulted in the conversion of the Lease into a successive 12-month residential tenancy as provided for in ***The Residential Tenancies Act***, C.C.S.M. c. R119 (the "***RTA***"):

> Renewal of written tenancy agreement: specified term
>
> 21(1) When a written tenancy agreement, other than a life lease, specifies a date for it to end, the landlord shall, not later than 3 months before that date, give the tenant a new tenancy agreement
>
> (a) for the same term as the existing tenancy agreement; and
>
> (b) with the same benefits and obligations, subject to
>
> (i) a rent increase that complies with Part 9, and
>
> Renouvellement de la convention
>
> 21(1) Lorsqu'une convention de location écrite, à l'exclusion d'un bail viager, précise la date à laquelle elle doit expirer, le locateur remet au locataire, au plus tard trois mois avant cette date, une nouvelle convention de location :
>
> a) dont la durée est la même que celle de la convention de location existante;
>
> b) prévoyant les mêmes avantages et obligations, le loyer pouvant être augmenté en conformité avec la partie 9 et, le cas échéant, les frais de services aux locataires pouvant faire

(ii) if applicable, a tenant services charge increase that complies with Part 9.1;

unless the tenancy has been terminated in accordance with this Act.

Deemed renewal if landlord fails to comply

21(5) If a landlord fails to comply with subsection (1) and the tenant continues to occupy the rental unit after the end of the existing agreement, the existing agreement is deemed to be renewed for the same term or a term of 12 months, whichever is less, and with the same benefits and obligations, subject to

(a) a rent increase that complies with Part 9; and

(b) if applicable, a tenant services charge increase that complies with Part 9.1.

l'objet d'une augmentation en conformité avec la partie 9.1.

Le présent paragraphe ne s'applique pas si la location a été résiliée en conformité avec la présente loi.

Renouvellement réputé

21(5) Si le locateur omet de se conformer au paragraphe (1) et que le locataire continue d'occuper l'unité locative après la fin de la convention de location existante, cette convention est réputée être renouvelée pour la même durée ou pour une durée de 12 mois, si celle-ci est inférieure, et comporter les mêmes avantages et obligations, le loyer pouvant être augmenté en conformité avec la partie 9 et, le cas échéant, les frais de services aux locataires pouvant faire l'objet d'une augmentation en conformité avec la partie 9.1.

[11] In 2024 Mr. Wang gave notice of his intention to terminate the Lease and re-take possession of the House. The plaintiffs indicated they had no intention of moving and started a rent compliance investigation with the Residential Tenancies Branch (the "RTB"). Further, the plaintiffs refused to pay the full amount of rent owing for the three months spanning November 2024 to January 2025. The plaintiffs then refused to pay rent at all unless Mr. Wang agreed to an extension of the Lease. The response of Mr. Wang to this request was to serve an eviction notice for non-payment of rent.

[12] After serving Mr. Goldman personally with the notice of eviction and obtaining an order of substitutional service on Ms. Luo, Mr. Wang was served with a Protection Order

obtained by Ms. Luo without notice under the terms of the ***The Domestic Violence and Stalking Act***, C.C.S.M. c. D93. The evidence of Mr. Wang was that he repeatedly attended at the House to serve the eviction notice on Ms. Luo, but she refused to come to the door. These attempts by Mr. Wang to serve the notice formed the basis of the *ex parte* application by Ms. Luo which was granted and added a further layer of complexity to these proceedings. Ultimately, the Protection Order was set aside.

[13] Mr. Wang was successful in obtaining an order of possession for the House plus costs from the RTB which was confirmed by the Residential Tenancies Commission (the "RTC"). The plaintiffs ignored these orders, which forced Mr. Wang to obtain a writ of possession and engage Sheriffs' officers to force the plaintiffs to move. The plaintiffs hastily moved out of the House when they had exhausted all efforts to avoid the consequences of the orders and left the House in a mess. It was apparent that they had pets in the House in breach of the Lease, which added to the cleaning costs.

[14] The plaintiffs are indebted to the defendants for $26,480 in unpaid rent and approximately $25,000 in repair and cleaning costs to the House. The repairs resulted from unauthorized renovations started by the plaintiffs with regard to what Mr. Goldman indicated were the construction of recording studio spaces in the House which he uses as part of his work in the television and film business.

[15] The Landlords cannot sue in this court for damages arising from a residential lease and must proceed with a claim through the RTB as prescribed in the ***RTA***.

RTB Proceedings

[16] Mr. Goldman and Ms. Luo aggressively exhausted every possible remedy they could avail themselves of under the terms of the ***RTA***. The proceedings pursued by the plaintiffs under the ***RTA*** included an application to the Chief Commissioner of the RTC to amend or stay the order of possession and costs. After review, the RTC denied the request to amend or stay the orders. After Mr. Goldman and Ms. Luo refused to vacate the House, Mr. Wang obtained a writ of possession and re-took possession of the House with the assistance of the Sheriffs' officers and incurred the associated execution costs of $585, which Mr. Goldman and Ms. Luo have refused to pay.

Proceedings in the Court of King's Bench

[17] Mr. Goldman and Ms. Luo then filed an application for judicial review of the RTC order in December of 2024 in this court under file no. CI 24-01-49852 notwithstanding the provision in s. 188 of the ***RTA*** which contains a true privative clause which reads:

No review by court	Révision judiciaire
188 A decision or order of the director or the commission is not subject to appeal or review by any court.	188 Les décisions, les ordres ou les ordonnances du directeur ou de la Commission ne peuvent faire l'objet d'aucun appel devant les tribunaux ni d'aucune révision par ceux-ci.

[18] The plaintiffs' application for judicial review was struck by Monnin J. of this court after the plaintiffs failed to pay security for costs that were previously ordered.

[19] Mr. Goldman is not a stranger to proceedings in this court and he has pioneered a cottage industry which turns undocumented verbal agreements with landlords into

ownership schemes. The rent-to-own scheme advanced by Mr. Goldman on behalf of shell companies he controls was also raised in this court in the following cases:

- ***441 Main Inc. v. Silver Pawn Pictures Inc.***, 2013 MBCA 70;
- ***Goldman et. al. v. Remillard et. al*** (CI 20-01-27305, CI 20-01-27730, and CI 23-01-39912); and
- ***Andre Norbert Gobeil et al. v. Aaron Goldman et al.*** (CI 23-17-00050).

[20] Toews J. issued a decision in ***Gobeil et al. v. Goldman et al.***, 2025 MBKB 16, in which he noted that Mr. Goldman was a frequent litigant in the courts of Manitoba:

> [62] The evidence is clear that Mr. Goldman is not the unsophisticated litigant he claimed to be during this hearing. During the course of his submissions, he advised me that he has been involved in well over 30 different legal proceedings in Manitoba. Indeed, in one of the prior cases in which he was involved, it appears that he acted on behalf of a corporate respondent, again a tenant, without formal representation by legal counsel at the trial level (although the corporate respondent in that case, *441 Main Inc. v. Silver Pawn Pictures Inc.*, 2013 MBCA 70 (CanLII), was represented by legal counsel at the appellate level).
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> [63] In reviewing the facts of the *441 Main Inc.* case, it is noteworthy that the issue in dispute there was a written lease dated December 14, 2010, for a lease term expiring on December 31, 2011. The dispute in that case involved the consideration of an option to renew and although not on all fours with the facts in this case, it is instructive to note from the decision of the court there:
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> > [8] During the tenancy, the tenant continually asserted that it had a right to purchase the building. Correspondence between Rossong and Goldman demonstrates that the landlord did not accept the tenant's position that the landlord provided the tenant with an option to purchase, or right of first refusal to purchase, the building at the time that the lease was negotiated.
>
> [64] A complete reading of that decision makes it clear that Mr. Goldman has previously been involved in legal disputes like those in the case at bar and has raised many arguments here similar to those he raised in the *441 Main Inc.* case. The present proceeding in many respects echoes the arguments and tactics used by Mr. Goldman in the *441 Main Inc.* case. That case demonstrates his longstanding familiarity with the legal concepts and arguments he is raising in these proceedings. This familiarity is abundantly clear from the submissions made and the language used in the respondents' January 20, 2025 written

> brief. The facts in this case as well as his submissions to the court demonstrate he is an intelligent, but crafty individual who is very familiar with the legal system and attempts to shrewdly use it to his advantage by engaging in sharp practice.

[21] The decision of the Manitoba Court of Appeal in ***441 Main*** also describes Mr. Goldman as "*attempting to impose a new term or condition into the landlord and tenant relationship that did not exist under the lease*" (at para. 41). In describing the conduct of Mr. Goldman, the Court of Appeal in ***441 Main*** concludes that he was attempting to "*engage in a dance*" with the landlord and there was no right to purchase the property (at para. 49).

[22] The Manitoba Court of Appeal released a decision in ***Gobeil v. Goldman***, 2025 MBCA 66 ("***Gobeil MBCA***"), in response to a motion for security for costs on July 21, 2025.

[23] The Manitoba Court of Appeal made the following findings as to unpaid costs by Mr. Goldman in the ***Gobeil MBCA*** decision:

> [6] On March 7, 2025, the respondents appealed the *application decision* before this Court (the appeal). The respondents completed an order form for transcripts of the January hearing dates; however, Goldman advised that the order has not been completed because he cannot afford to pay the cost of the transcripts.
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> [7] On March 11, 2025, the application judge heard a stay motion filed by the respondents. That motion was dismissed, and the respondents were ordered to pay costs of $4,564 (again, on an elevated Class 4 tariff basis) (the stay decision).
>
> [8] On March 27, 2025, the respondents also appealed the stay decision before this Court.
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> [9] The writ was enforced on April 3, 2025.
>
> [10] To date, the respondents have not paid the costs ordered in the *application decision* or in the stay decision. Goldman also has not paid at least three unrelated judgments and costs awards issued by the KB: an

> outstanding judgment of $1,321,896.27 (see File No. CI14-01-88130); a costs award of $75,000 (see File No. CI14-01-88513); and a costs award of $13,000 (see File No. CI14-01-88514).
>
> [11] In addition, Goldman was recently ordered to pay security for costs of $5,000 in relation to a judicial review application he filed in the KB. He did not pay; therefore, his application was struck (see File No. CI24-01-49852).

EVIDENCE

[24] The only evidence in support of the plaintiffs' case is the affidavit of Mr. Goldman sworn on February 5, 2025 (the "Goldman Affidavit"), which was the day set for the pre-trial conference. I refused to admit an affidavit Mr. Goldman intended to file on the day set aside for argument on the motion (May 1, 2025), as he missed the filing deadline I imposed at that pre-trial conference.

[25] Ms. Luo did not offer an affidavit in support of her position and did not appear at the summary judgment motion. Mr. Kary went on record as her counsel and counsel for Indigivision Inc. on the day of oral argument without filing a brief.

[26] Mr. Goldman made much of what he claims to be a "cognitive disability" and my refusal to accommodate his need for extra time to comply with deadlines. I denied Mr. Goldman's request for an adjournment that he brought on the day of the summary judgment motion as it had been set far in advance and his excuses for being late, due to his extremely busy schedule, rang hollow.

[27] In support of his attempt to file what he said was a 121 page affidavit (not including exhibits) on the day of the summary judgment motion, Mr. Goldman also complained about the fact that he was under stress from being evicted from yet another property.

[28] At no time during oral argument or at the pre-trial conference did Mr. Goldman ever appear to me be at a loss for words or show cognitive limitations. There is no doubt in my mind that Mr. Goldman is a person with high intellectual capacity and excellent communication skills.

[29] The evidence offered in the Goldman Affidavit was that the House was advertised as a "rent-to-own" property and in his opinion Mr. Wang was lying about the House being his residence in order to make it look like a personal investment for immigration purposes. Mr. Wang denies this and says he placed a simple "for rent" advertisement on the Kijiji website that did not mention an option to purchase. The Goldman Affidavit goes on to allege corrupt activities by the lawyer for Mr. Wang (Mr. McIntosh) and a third party.

[30] The key evidence mentioned in the Goldman Affidavit is a secret iPhone recording Mr. Goldman made of a conversation between himself and Mr. Wang at a Tim Horton's location in 2023, about eight years after the Lease was signed, during which Mr. Wang allegedly confirmed that a purchase option as described by Mr. Goldman was discussed before the Lease was signed.

[31] There is no mention in the Goldman Affidavit or the secret iPhone recording about what the key terms or conditions of the verbal agreement were, such as price or possession date. There is no evidence in the Goldman Affidavit or the recording as to what price Mr. Goldman was prepared to pay for the House, how he would finance it or what the closing date might be. All of these essential terms of the alleged verbal agreement should have been known by Mr. Goldman and disclosed if the parties had truly come to agreement on the terms of a verbal agreement to sell the House.

[32] The secret iPhone recording sheds no light on whether an undocumented agreement on a future guaranteed right to purchase the House was reached between Mr. Goldman and Mr. Wang. It is evident in the recording that Mr. Goldman is desperately trying to get Mr. Wang to admit that they had some kind of verbal deal that was not documented, but Mr. Wang, in his broken English, only comments on what he understood was the possibility that Mr. Goldman could bid on the House if the Landlords intended to sell it at some future date.

[33] There is nothing in the recording that confirms the existence of a verbal agreement separate and apart from the Lease itself, which guarantees the right of Mr. Goldman or Ms. Luo to buy the House at a fixed price or at a specific future date.

[34] The admissibility of this secret iPhone recording as evidence was not disputed, but it is disconcerting that Mr. Goldman would stoop to such high-handed conduct in an effort to win his case. By making this secret iPhone recording Mr. Goldman was clearly attempting to exploit Mr. Wang's inferior English language skills for his advantage. It goes without saying that lawyers are subject to disciplinary proceedings under of the Law Society of Manitoba Code of Professional Conduct if they secretly record conversations with other lawyers or litigants. The secret iPhone recording made by Mr. Goldman is a clear example of sharp practice that should have no place in the civil proceedings.

[35] Crucially, there is also no evidence before me as to why Mr. Goldman made no effort to have the details of the rent-to-own scheme reduced to writing or why he would have invested tens of thousands of dollars in renovations to the House, as he alleged in oral argument, without having anything recorded in writing as to the price or value of the

House at a potential future sale date. Mr. Goldman was also unable or unwilling to explain why no blueprints or drawings for the extensive renovations he was making, or building permits, were put into evidence. The only response to these obvious questions was the comment made by Mr. Goldman in argument that he does not like to bother with written contracts as he is a small-town guy at heart whose word is his bond, and he trusts other people to live by the same ethos he does.

[36] There is absolutely no evidence as to how or why the corporations mentioned as plaintiffs in the style of cause have a claim at law or equity against the Landlords under the Lease. No financial records, invoices or receipts were in evidence before me. There is nothing to support the claim for damages other than the representations of Mr. Goldman that he, his spouse and their related corporations suffered tens of thousands of dollars in damages during renovations to the House. Unsurprisingly, the Goldman Affidavit offers no response to the evidence of Mr. Wang as to unpaid rent and the costs ordered by the RTC.

ANALYSIS AND DISCUSSION

Summary Judgment

[37] The procedural rules regarding motions for summary judgment are set out in the Court of King's Bench Rules, M.R. 553/88, under Rules 20.01 to 20.03. The legal test which interprets those King's Bench Rules is described in ***Dakota Ojibway Child and Family Services et al. v. MBH***, 2019 MBCA 91, which provides that the moving party bears the persuasive burden of proof at all times to establish that the process it is

proposing allows for a fair and just adjudication on the merits and that there is no genuine issue requiring a trial (at paras. 107-111).

[38] If the moving party satisfies this burden, the responding party bears an onus to show why the evidentiary record, the facts or the law preclude a fair disposition of the matter by way of a summary judgment process. In the alternative, the responding party can meet its burden by showing it cannot properly raise its defence by way of summary judgment proceedings.

[39] The Manitoba Court of Appeal decision in ***295 Garry Street Inc. v. Mittal et al.***, 2023 MBCA 35, summarizes the first principles regarding summary judgment as follows:

> Summary Judgment
>
> [53] In *Hryniak v Mauldin*, 2014 SCC 7, Karakatsanis J described when summary judgment is appropriate (at para 49):
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> > There will be no genuine issue requiring a trial when the judge is able to reach a fair and just determination on the merits on a motion for summary judgment. This will be the case when the process (1) allows the judge to make the necessary findings of fact, (2) allows the judge to apply the law to the facts, and (3) is a proportionate, more expeditious and less expensive means to achieve a just result.
>
> [54] These principles are incorporated into r 20 of the MB, *Court of King's Bench Rules*, MR 553/88 (the *Rules*), which governs summary judgment (see *Dakota Ojibway Child and Family Services et al v MBH*, 2019 MBCA 91 at para 85; and *Bibeau et al v Chartier et al*, 2022 MBCA 2 at para 53).
>
> [55] Rule 20.03(1) states:
>
> > 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.

> [56] Under the summary judgment rule (see r 20.03(2) of the *Rules*), a judge is entitled to make findings of credibility. However, care must be taken in assessing competing expert opinion evidence in the context of summary judgment (see *Business Development Bank of Canada v Cohen*, 2021 MBCA 41).

[40] In this case, none of the allegations in the statement of claim describe a contractual relationship between the various corporate plaintiffs and the defendants or a duty of care the defendants may have owed to the corporate plaintiffs in tort. The Goldman Affidavit is also silent on these issues.

[41] There is no logical reason for these corporations to be included in this action as they have no cause of action against the defendants in contract or tort. The inclusion of these corporations as plaintiffs is an abuse of process and serves no purpose other than to add to the complexity of these proceedings.

Entire Agreement Clause

[42] The recent decision of this court in ***The Rustic Wedding Barn Ltd. v. Wiebe*, et al.**, 2025 MBKB 95, makes the following findings as to contracts that contain entire agreement clauses that preclude claims based on verbal representations:

> [27] An "Entire Agreement" clause is a common feature in written contracts. Its purpose is to limit the parties' liability to one another to the rights and duties contained within the four corners of the contract, and to exclude liability that might otherwise be imposed on them for negligence. Whether or not an entire agreement clause achieves its purpose is "a question of contractual interpretation …" (*Virden Mainline Motor Products Ltd. v Murray*, 2018 MBCA 82, at para. 37) ("*Virden Mainline*").

[43] ***Virden Mainline Motor Products Ltd. v. Murray***, 2018 MBCA 82, teaches that although concurrent claims in negligence and contract are possible, the parties may, by a valid contractual provision, exclude both kinds of claims:

> [37] However, the law is clear that parties to an agreement may limit or waive the duties the common law otherwise would impose on them for negligence. It is a question of contractual interpretation as to whether the parties have included in the contract a provision meant to limit the right to sue in tort or contract (see *BG Checo*; *No 2002 Taurus Ventures Ltd v Intrawest Corp*, 2007 BCCA 228; and *Higgins Cohn Brand Management v Kinnikinnick Foods Inc*, 2016 ONSC 1345 at paras 173-77).
>
> [38] The way that is often done is through an exclusion clause such as the entire agreement clause in article 9.10 of the SPA. By limiting the expression of the parties' intentions to the written form, the clause attempts to provide certainty and clarity (see *Soboczynski v Beauchamp*, 2015 ONCA 282 at para 43, leave to appeal to SCC refused, 36489 (19 November 2015)).

[44] In ***Virden Mainline*** the key issue in dispute were negligent misrepresentations that induced one party to enter into a written agreement and the Manitoba Court of Appeal went on to state that in certain circumstances entire agreement clauses would not be enforced. The Manitoba Court of Appeal, at para. 40, provided examples as to when courts should refuse to enforce such clauses included circumstances where:

- The exclusion clause did not apply in the circumstances;
- The exclusion clause was unconscionable; or
- Public policy considerations called for the clause to be struck down.

[45] The Manitoba Court of Appeal then went on to state:

> [40] … The factors that a court might take into consideration in deciding whether or not to give effect to an entire agreement clause include whether the misrepresentation relates to a matter that is independent of the contract, whether it is a standard form contract, whether the party was induced to enter into the contract by the misrepresentation, and whether there is an inequality of negotiating power or substantial unfairness. See, for example, *Queen v Cognos Inc*, 1993 CanLII 146 (SCC), [1993] 1 SCR 87, where the Court held that liability was not limited by an exclusion clause in the contract since the tort was found to be independent of the contract.

[46] The British Columbia Court of Appeal casts a wider net as to the inapplicability of entire agreement clauses in cases of fraud because "*fraud vitiates every contract and*

every clause in it" (see ***Pineridge Capital Corp. v. Algoma Industries Inc.***, 1991 CanLII 1944 (BC CA), [1991] B.C.J. No. 3278 (B.C.C.A.), at p. 10).

[47] In ***King v. Operating Engineers Training***, 2011 MBCA 80, the Manitoba Court of Appeal teaches the following about the parol evidence rule:

> 35 Basically, the rule can be stated as follows: where the whole of a contract has been reduced to writing, extrinsic evidence is not admissible to add to, subtract from, vary or contradict that written contract. Extrinsic statements and promises cannot affect the parties' obligations as stated in the written agreement.

[48] In ***Elias et al. v. Western Financial Group Inc.***, 2017 MBCA 110 (leave to appeal to the Supreme Court of Canada refused), the Manitoba Court of Appeal specifically considers the parol evidence rule in the context of an entire agreement clause. ***Elias*** teaches that:

> [73] The parol evidence rule has been stated as follows in *Ahone v Holloway*, 1988 CarswellBC 336 (CA), quoting from Professor Corbin's text, *Corbin on Contracts* (1952) at 534, (at para 16):
>
> > When the terms of a contract have been embodied in a writing to which both parties have assented as the definite and complete statements thereof, parol evidence of antecedent agreements, negotiations and understandings is not admissible for the purpose of varying or contradicting the contract so embodied.
> >
> > [emphasis added in the original]
>
> [74] Where a contract contains an "entire agreement" clause, the case for the exclusion of extrinsic evidence is strengthened (see SM Waddams, *The Law of Contracts*, 7th ed (Toronto: Thomson Reuters, 2017) at para 326). This is because the parties have specifically turned their minds to whether prior agreements or negotiations should have any effect and have intentionally excluded them.

[49] In my opinion there are no public policy considerations at play here that should render the Entire Agreement Clause in the Lease null and void. Although negligent

misrepresentation and allegations of fraud were made in the statement of claim, there is no evidence of this before me.

[50] The statement of claim as read sets out that the parties negotiated verbal terms that were not incorporated in the Lease. The facts do not bear this out. The Lease was written in plain English by Mr. Wang and contains no complicated language or legalese only a lawyer could understand. Mr. Goldman was not presented at the last minute with a lengthy and incomprehensible document that is typically foisted on consumers by commercial entities that hold significant advantages in a commercial relationship that they intend to exploit to their advantage.

[51] Mr. Goldman's English language skills, both spoken and written, are superior to those of Mr. Wang. Further, Mr. Goldman is not an introvert or shy about stating his position. If essential terms, like a guaranteed right to purchase scenario had been agreed to, Mr. Goldman would have insisted on including them in the Lease or an amendment thereto. It is also virtually impossible to believe that someone with Mr. Goldman's high degree of experience with the litigation process would have failed to raise such a significant amendment to the written terms of the Lease on the day he signed it or at some later date.

Contractual Interpretation

[52] The leading case in Manitoba as to contractual interpretation is ***Vesturland Development Ltd. et al. v. Gimli (Rural Municipality) et al.***, 2021 MBCA 45. The Manitoba Court of Appeal stated:

Contractual Interpretation

[37] It is well settled that the goal of contractual interpretation is to give effect to the intention of the parties, to be gathered from the words they have used (see *Elias et al v Western Financial Group Inc*, 2017 MBCA 110 at para 68). This has also been described as "discerning the parties' 'reasonable expectations with respect to the meaning of a contractual provision'" (*Resolute FP Canada Inc v Ontario (Attorney General)*, 2019 SCC 60 at para 74, citing *Ledcor* at para 65). This requires courts to read the contract as a whole, giving the words used their ordinary meaning, consistent with the surrounding circumstances (often called the factual matrix), known to the parties at the time of the formation of the contract (see *Sattva* at para 47).

[38] Courts are required to consider the surrounding circumstances in interpreting a contract regardless of whether the contract may be ambiguous (see *Sattva* at para 46; and *Elias* at para 69).

[39] Evidence of surrounding circumstances should consist only of objective evidence of the background facts at the time of the execution of the contract, that is, knowledge that was or reasonably ought to have been within the knowledge of both parties at or before the date of contracting (see *Sattva* at para 58). Courts should not use surrounding circumstances to overwhelm the words of the contract or to effectively create a new agreement (see para 57).

[40] Subsequent conduct, or evidence of the behaviour of the parties after the execution of the contract, is not part of the factual matrix. It is admissible to assist in contractual interpretation only if a court concludes, after considering the contract's written text and factual matrix, that the contract is ambiguous (see *Shewchuk v Blackmont Capital Inc*, 2016 ONCA 912 at paras 41, 56).

[41] A contractual provision can be difficult to construe without being ambiguous (see *Moore Realty Inc v Manitoba Motor League*, 2003 MBCA 71 at para 25; and *Elias* at para 78). True legal ambiguity occurs where a phrase is reasonably susceptible to more than one meaning (see *Hi-Tech Group Inc v Sears Canada Inc*, 2001 CanLII 24049 (ON CA), 2001 CarswellOnt 9 at para 18 (CA)).

[42] Also important is that contractual interpretation requires courts to consider the principle of commercial reasonableness and efficacy. Contracts are to be interpreted in accordance with sound commercial principles and good business sense (see *Resolute* at para 79). The interpretative principle of commercial efficacy—and its corollary, avoiding interpretations that result in a commercial absurdity—is one of several tools used by courts to give an accurate meaning to the parties' intentions as stated in a contract (see *Atos IT Solutions v Sapient Canada Inc*, 2018 ONCA 374 at para 60).

[53] Reading the Lease as a whole it is easy to discern the reasonable expectation of the parties with respect to the Entire Agreement Clause was to prevent exactly the kind of legal quagmire Mr. Goldman now hopes to march the parties into. The entire Lease is written in plain English and there is no ambiguity as to what it means. It makes perfect sense to think that the Landlords were hoping to rent their house and limit their liability to disputes arising from the words used in the Lease itself, rather than on words spoken before the Lease was signed that could expose them to additional unexpected liability.

[54] There is no objective evidence as to background facts known to both parties at the time of execution of the Lease that would expose either of them to additional liability for verbal agreements that were not reduced to writing and agreed to by both sides. What Mr. Goldman is trying to do with respect to the introduction of verbal side deals is a blatant effort to overwhelm the words of the Lease and to create a new agreement which the ***Vesturland*** case indicates is improper.

[55] Further, there is nothing ambiguous about the plain language of the Lease when the ordinary meanings of the words are applied. The application of the principle of commercial reasonableness and efficacy, as set out in ***Vesturland***, also strongly suggests that it makes good business sense for parties to agree to limit their liability under a formal agreement like a lease to the words used in the agreement, which is exactly what the Entire Agreement Clause does.

[56] The absence of ambiguity means that the parol evidence rule cannot apply in these circumstances. The parol evidence rule precludes a court from considering

supplementary or extrinsic evidence when interpreting a written agreement that seems to embody all the terms of an agreement.

[57] I am satisfied that the Entire Agreement Clause language in the Lease unambiguously speak to the finality of the terms of the Lease. If Mr. Goldman wanted to have additional terms or conditions apply he could easily have had them reduced to writing and signed by all of the parties. The uncontradicted evidence of Mr. Wang is that he decided not to sell the House and accordingly there was no legal obligation on him to offer it for sale to Mr. Goldman under the right of first refusal in the Lease.

[58] For the purposes of the disposition of the summary judgment motion I find that the Lease as written in unambiguous language that clearly confirms that the Lease represents the entire agreement between the parties and there is no basis in public policy to refuse to hold the parties to the Lease as written or to add unwritten terms to it under the parol evidence rule.

[59] Based on the affidavit evidence before me I am satisfied that the defendants have satisfied their burden that there is no genuine issue for trial and I can make all of the necessary findings of fact based on the record before me, as contemplated by the rules governing summary judgment. Further, I am satisfied that the defendants have demonstrated that summary judgment is the most proportional, efficient and cost-effective manner to achieve a just result in this litigation as opposed to a traditional trial which the plaintiffs are seeking.

VEXATIOUS LITIGATION

[60] Even if I am wrong and summary judgment should not be granted, I would still dismiss the claim under my inherent jurisdiction to strike vexatious claims or claims that are abusive in nature.

[61] The ability of a superior court of record to make findings of contempt against a litigant or to invoke summary proceedings to avoid an abuse of process are not derived from statute but rather its inherent jurisdiction to maintain its authority and to prevent its process from being obstructed or abused. The court may act on this residual power granted to it via inherent jurisdiction "*as necessary whenever it is just and equitable to do so, and in particular to ensure the observance of the due process of law, to prevent improper vexation or oppression, to do justice between the parties and to secure a fair trial between them*". (See ***Pelisek v. Pelisek***, 2003 MBCA 145, 180 Man. R. (2d) 211, at para 19, citations omitted.)

[62] In ***R. v. Cunningham***, 2010 SCC 10, the Supreme Court of Canada articulated the essence of inherent jurisdiction in the context of an order to remove a lawyer of record from a proceeding in the following way:

> [18] Superior courts possess inherent jurisdiction to ensure they can function as courts of law and fulfil their mandate to administer justice (see I. H. Jacob, "The Inherent Jurisdiction of the Court" (1970), 23 *Curr. Legal Probs.* 23, at pp. 27-28). Inherent jurisdiction includes the authority to control the process of the court, prevent abuses of process, and ensure the machinery of the court functions in an orderly and effective manner. As counsel are key actors in the administration of justice, the court has authority to exercise some control over counsel when necessary to protect its process….

[63] Entering the name "Aaron Goldman" into the online registry search of the Court of King's Bench Registry yields 23 separate suit numbers between the years 2012 and 2025

in which his name, or a corporation controlled by him, appears as a litigant. Two of those matters involve Mr. Wang as a defendant.

[64] Several of those matters, as I have already touched on in these reasons, involve landlord and tenant disputes in which Mr. Goldman claims to have a right to possession or ownership of rented properties.

[65] Apart from the sheer number of cases that Mr. Goldman has brought in his own name or his corporations, he also has a demonstrated track record of refusing to pay outstanding judgments or costs awards made against him as described in ***Gobeil MBCA***. As already noted, para. 10 of ***Gobeil MBCA*** described an outstanding judgment of over $1.3 million against Mr. Goldman and two separate costs awards totalling $83,000.

[66] Mr. Goldman has also made it abundantly clear he has no respect for the RTB process that has unfolded to date and he has no intention of paying the outstanding rent or costs that he owes to the defendants as ordered by the RTB. I am satisfied that Mr. Goldman only intends to comply with rulings that favour him.

[67] The claim filed by Mr. Goldman seeking judicial review of the RTC decision, although abandoned after Mr. Goldman decided not to pay the $5,000 in security for costs as ordered, is also proof of vexatious conduct. It had absolutely no chance of success given the explicit privative clause in the ***RTA*** which precludes judicial review of decisions made pursuant to the RTC.

[68] As I have already noted Mr. Goldman has litigated landlord and tenant disputes, which include exaggerated claims to land ownership, on previous occasions in this court and I have no doubt it is because he knows that claims of that nature fall outside the

jurisdiction of the RTB. This knowledge opens the door to vexatious claims like the one before me, which are intended to harass and exhaust his opponents.

[69] I hasten to add that Mr. Goldman has also had pleadings struck in the Ontario Superior Court of Justice on the basis that they were frivolous, vexatious and an abuse of process. (See ***NMF-TV Inc. v. PriceWaterhouseCoopers LLP***, 2017 ONSC 4744, (Costs Endorsement of Penny J., unreported). In that case Penny J. also noted that Mr. Goldman had successfully sought two separate adjournments in that matter and that the "*adjournments unquestionably added to the costs of the defendants and are nothing more than a consequence of the indulgences sought by Mr. Goldman in respect of a proceeding in which he was ultimately unsuccessful*" (at para. 9).

[70] Seeking adjournments or the right to file documents in breach of ordered deadlines or the limits described in the King's Bench Rules is clearly a part of Mr. Goldman's litigation strategy to wear down opposing litigants and use delay to his advantage. An adjournment request was made in the case before me, as was a request to file a lengthy affidavit on the day set for argument. There was no merit to this adjournment request.

[71] I am not satisfied that the continued requests for delays are related to a cognitive disability as Mr. Goldman alleges. It is part of the litigious "dance" Mr. Goldman engages in to harm his opponents as other judges have already noted in some other cases I have already made reference to. The right-to-purchase scheme advanced in this case is part of Mr. Goldman's litigious repertoire that he has used many times before to frustrate valid agreements and exhaust the legitimate efforts of his opponents to enforce them.

[72] It is also apparent to me that Mr. Goldman has an agenda to add the defendants' lawyer as a party to this litigation. Part of Mr. Goldman's brief consists of a rant against opposing counsel and represents his stated determination to have him disbarred. Mr. Goldman also makes unsupported allegations of immigration fraud against Mr. Wang in his brief which is completely irrelevant to this case even if proven.

[73] Part of my duty as a judge is to prevent the courtroom from becoming a protected platform for a litigant intent on expressing rage against an adversary and to preserve it as a public forum where legal rights are adjudicated in a principled and orderly way.

[74] Initially I agreed to allow Mr. Goldman to order a transcript after the pre-trial conference where the date for the summary judgment was set, but I changed my mind about this as Mr. Goldman demanded extensive changes to the pre-trial conference memorandum immediately after receiving it.

[75] I have no doubt that Mr. Goldman did not have a genuine reason for ordering the transcript other than to use it as a pretext for fresh litigation or a private prosecution under the ***Criminal Code*** against the lawyer for the defendants.

[76] For the sake of clarity I should indicate that in Manitoba all pre-trial conferences involving self-represented litigants occur on the record, but the production of transcripts is entirely within the discretion of the judge. These pre-trial transcripts are for the benefit of the judge and not the litigants or counsel. My memorandum of the pre-trial conference provided all of the clarity that Mr. Goldman needed to fairly argue his case in opposition to the summary judgment motion.

[77] It should also be noted that the use of vexatious tactics by Mr. Goldman is not limited to the courtroom itself. Mr. Goldman is also adept at taxing the limited resources of Registry staff and other court staff, including judicial assistants, by treating them as customer service agents who need to do his bidding in a timely manner.

[78] The email inbox of my assistant contains twenty separate emails sent to her from Mr. Goldman between January 31, 2025 and May 1, 2025. Most of these emails relate to matters that could have or should have been addressed at a pre-trial conference.

[79] In an email to my assistant dated April 30, 2025, for example, Mr. Goldman requested permission for the late filing of his affidavit for the contested motion on May 1, 2025. The affidavit was apparently 121 pages long and contained 390 paragraphs plus exhibits. This was the affidavit I refused to permit him to file on the day set for oral argument.

[80] In a desperate effort to stop the flow of emails, my assistant responded to one of Mr. Goldman's emails with an admonition that the flow of emails to her inbox had to stop. Unsurprisingly this caused Mr. Goldman to email other court staff to get a response to his query and they in turn called me asking how they should respond.

[81] The problem represented by self-represented litigants like Mr. Goldman who frequently call or email judicial staff or that demand undue amounts of attention from Registry staff at the courthouse is that staff spend extra time on these litigants that cannot be provided to other litigants or counsel. The relentless emails and calls from these kinds of litigants invariably trigger more calls and emails within the system by staff who are distracted from other pressing concerns.

[82] The strain this places on judicial assistants, court staff and Registry staff is significant given that the justice system is already under significant strain and dealing with chronic backlogs represents a never-ending challenge. If merely a handful of litigants adopted the abusive tactics that Mr. Goldman engages in that demand immediate responses from court staff, transcription services or judicial assistants, the machinery of the justice system would be thrown into chaos.

[83] In the circumstances I am not able to find that Mr. Goldman is a vexatious litigant on my own motion, as I am entitled to do by virtue of s. 73(2) of ***The Court of King's Bench Act***, C.C.S.M. c. C280. I say this because I did not give Mr. Goldman adequate notice that I was considering issuing a vexatious litigant order that would limit his right to file fresh actions or continue existing litigation in the future. The motion filed by the Landlords does not seek a vexatious litigant order and the brief of Mr. Goldman does not address this issue.

[84] Vexatious litigant orders can only issue on a judge's own motion if adequate notice is given to the impugned litigant and the parties involved (***Oleynik v. Memorial University of Newfoundland***, 2025 NLCA 22, at para. 24).

[85] A step in a proceeding or a proceeding itself can be found to be vexatious without a finding that the litigant advancing it is a vexatious litigant. The court in ***Oleynik*** stated:

> [25] … A proceeding may be considered vexatious and dismissed if it is determined to have been brought for an improper purpose, such as to harass, annoy or embarrass a party and not for the legitimate purpose of seeking the vindication of legal rights (citation omitted) …

[86] I am satisfied that Mr. Goldman and Ms. Luo engaged in an effort to avoid the consequences of the Lease they signed and intended to harass and exhaust the Landlords through this litigation rather than vindicate a legal right.

[87] For all of these reasons, I would order in the alternative that this action be struck due to the fact that it is vexatious and constitutes an abuse of process.

CONCLUSION

[88] Summary judgment is granted to defendants. The statement of claim filed in this action will be struck without the right to refile.

[89] Mr. McIntosh can submit a written brief as to costs if the parties cannot agree. Mr. Goldman and Ms. Luo will submit a responding brief as to costs within three weeks of receiving the brief of Mr. McIntosh and I will issue a written ruling as soon as possible thereafter.

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Rempel J.