



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Kingma v 2776405 ONTARIO CORP, 2026 ONLTB 43221

Date: 2026-06-01

File Number: LTB-T-035539-24-RV
LTB-T-038858-24-RV

In the matter of: Main Floor, 114 Mitchell Street
Port Colborne ON L3K1X8

Between: Fredrick John O'Neal Kingma Tenant

And

2776405 ONTARIO CORP Landlord

Apex Property Management Landlord Agent

Extend Financial Former Landlord

Review Order

Fredrick John O'Neal Kingma (the 'Tenant') applied for an order determining that 2776405 ONTARIO CORP, Dan Blackburn and Apex Property Management (the 'Landlord Agent') :

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home.
- did not give the Tenant 72 hours to remove their property from the rental unit or from some place close to the rental unit after the Sheriff evicted the Tenant.

This application was resolved by order LTB-T-035539-24 - LTB-T-038858-24 issued on May 2, 2025 and based on three hearings that took place on December 13, 2024, December 20, 2025 and March 19, 2025.

On September 4, 2025, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On September 5, 2025 interim order LTB-T-035539-24-RV-IN & LTB-T-038858-24-IN was issued, staying the order issued on May 2, 2025. On September 15, 2025 interim order LTB-T-035539-24-RV-IN & LTB-T-038858-24-IN-AM was issued adding in the order that the Landlord shall not

re-rent the rental unit to another tenant until this application is heard or the Board orders otherwise. Additionally, that the Landlord shall preserve and keep safe any property belonging to the Tenant that is in the Landlord's control.

This review was heard by videoconference on September 22, 2025 and reconvened on March 20, 2026. The matter was reconvened because I was not satisfied that the Landlord's agent, APEX Property Management, was served with the Notice of Hearing for the Review and so they could provide further submissions regarding the Landlord's allegations that they were not reasonably able to participate in the three previous hearings resulting in the order issued on May 2, 2025.

The following parties attended on the hearing date of September 22, 2025:

The Tenant, the Tenant's legal representative, Dan Shoom, the Landlord's agent for the numbered company, Shan Mangal, their legal representative, Janis Taylor, the Former Landlord's agent for Extend Financial, Rafael Alter, and their legal representative, James Butson. Also available for the hearing were the Tenant's witnesses, Grant Fairchild, Stuart Coleman and Jeff Dyrkawec. As of 3:15pm, there was nobody present for APEX Property Management.

The following parties attended the reconvened hearing date of March 20, 2026:

The Tenant, the Tenant's legal representative, Dan Shoom, the Landlord's agent for the numbered company, Shan Mangal, their legal representative, Janis Taylor, the Former Landlord's agents for Extend Financial, Rafael Alter and Anisa Lancione, and their legal representative, Aaron Boghossian. Also available for the hearing were the Tenant's witnesses, Grant Fairchild, Joanna Laboni, Stuart Coleman and Jeff Drkawec.

As of 12:53pm, there was nobody present for APEX Property Management although I am satisfied that they had received the Notice of Hearing as it was sent to every address available in the LTB's file and according to their online addresses. There was no request to adjourn before me. Based on this I proceeded to take further submissions and direct testimony from the agent and director of the Landlord, Shan Mangal, from the numbered company.

Determinations:

1. The Landlord submits that they were not reasonably able to participate in the hearings on the basis that they did not receive notice of any of the proceedings regarding the Tenant's applications and were only aware of the proceedings after receiving a collection notice for the outstanding \$35,000.00 fine. They further submit that the order contains a serious error based on their inability to make submissions over the three hearing dates. They further suggest that the failure of the Tenant to identify the correct address for both the numbered company and APEX was intentionally done to promote improper service of documents.
2. In their review submissions, the Landlord only submitted a copy of the T2 application that was filed with the LTB on May 2, 2024 under file LTB-T-038858-24. They omit the second T2 application that was filed with the LTB on November 15, 2024 under file LTB-T-035539-24.
3. These files were combined by the LTB and heard together over the three hearing dates. It is worth noting that the first application filed on May 2, 2024 only includes EXTEND

financial Ltd as a named Landlord with their address for service. Rather than amending the application to include the additional named Landlords, the Tenant submitted a second T2 application on November 15, 2024. This second application does in fact name 2776405 Ontario Corp naming Shan Mangal with their address for service as 1305 King St W, Toronto, ON M6K 1G9. It also includes a Schedule of Parties form which also includes Dan Blackburn, Apex Property Management and 2776405 Ontario Corp c/o Shan Mangal also citing the corporate address for the numbered company as 1305 King St. West in Toronto. I draw a negative inference towards the Landlord in their review request omitting this second application clearly showing the address for service for the Landlord while only showing the lack of naming themselves on the first application to request their review.

4. The first order that was issued under file LTB-T-035539-24-IN was an interim order issued on November 19, 2024 naming all of the parties except Extend Financial Ltd because they were named on the first and not the second application. The second application specifically notes an illegal lockout. It was mailed out to Shan Mangal of 2776405 Ontario Corp at the 1305 King St. West in Toronto registered corporate address on the same date. This interim order was not returned to the LTB as undeliverable, and it is considered served on November 24, 2024.
5. The Notice of Hearing for LTB-T-035539-24 was mailed out to the same parties on November 21, 2024 for the urgent hearing set to take place on December 13, 2024 regarding the allegations of the illegal lockout. On December 9, 2024 the Notices of Hearing packages were returned undeliverable for APEX Property Management and Dan Blackburn. On December 15, 2024 – after the December 13th hearing, the hearing package was returned for Shan Mangal.
6. According to the Certificate of Service also filed, the Tenant's agent, Grant Fairchild, also couriered a copy of the T2 application to the attention of Shan Mangal for 2776405 Ontario Corp on November 20, 2024 at their corporate address of 1305 King St West in Toronto.
7. Although the hearing notice for APEX was returned for December 13, 2025, Anthony Forgione, an agent of APEX, did attend the hearing as the record reflects. They further on record identify themselves as an agent for the Landlord both past and present. They further state on record (recording approx. 3:20) that they were having email correspondence with Shan Mangal and were told they were no longer representing them.
8. Shan Mangal denies communicating with Anthony Forgione during the hearing and submits that the statement was false. Given that Mr. Forgione did not attend this review hearing, although given the opportunity to do so to clarify their role, I must give weight to the testimony of Shan Mangal that he did not authorize or communicate with Mr. Forgione on the December 13th hearing date. However, the weight is not compelling.
9. In their request to review the Landlord submits that the order contains a serious error by misnaming a wrong party stating "The Owner's corporation was not affiliated with APEX or the property at the time of the alleged events".
10. To say that there is no connection between Shan Mangal, the numbered company and APEX or Anthony Forgione relating to the events that led to the reasons for the Tenant's applications, I find to be dishonest and therefore give very nominal weight to the Landlords

evidence that they had no knowledge of Mr. Forgione's attendance at the December 13th hearing.

11. Under evidence file DOC-6433710 starting at page 38 with the Land Transfer Registry and continuing on to the Agreement of Purchase and Sale on page 43 dated May 5, 2025 is between 2776405 Ontario Inc and Extend Financial Ltd and is signed by Anthony Forgione as Buyer's agent. On this basis it cannot be said that there was no relationship between the parties. Although Mr. Forgione has been known to provide misleading evidence in prior LTB hearings, the Agreement of Purchase and sale signed by them contradicts the Landlords statement that they have had no involvement with them.
12. When asked about their reasons for not receiving the LTB's hearing notices, the Landlord suggested that perhaps one of the four groups of tenants at the 1305 King St West address could have intercepted the mail and not provided it to them.
13. Even if I were to accept the Landlords statement as being true, the Landlord further testified that he had been having issues receiving his corporate mail for some time since 2023 at the 1305 King Street address and only took steps to change their mailing address on May 12, 2025. I find the lack of diligence on the Landlord to address a two year issue with his mail unreasonable.
14. The Landlord under cross examination stated that he does receive mail for his other numerous corporations at the 1305 King address and he was having difficulty managing all of the mail he was receiving. He stated that he was seldom getting mail for this particular corporate entity at the 1305 King address and agrees that since the inception of his corporate entity on September 9, 2020, that had been the registered corporate address where he would receive mail.
15. He further submits that he would start noticing issues with his mail being placed outside of the mailbox at 1305 King and that the box was damaged on or about 2023, but that he took no steps to mitigate issues with mail until his number of corporations grew and he needed to be on top of his mail more diligently because he was getting more mail near the end of 2024 and early 2025. He did not see the urgency in addressing the issue sooner. He further submitted that he would make an hour trip of going to retrieve his mail every 2-4 weeks and collect a stack of envelopes.
16. While I do accept that the Landlord changed their corporate mailing address with the Ministry on March 12, 2025, this is after all of the LTB's Notices of Hearing were mailed out to their prior registered corporate head office. The second Notice of Hearing was sent out via courier to all respondent parties on December 16, 2024 meaning they are served effectively on December 17, 2024. The final Notice of Hearing was mailed to all respondent parties on January 20, 2025 for the March 19th hearing and they were not returned as undeliverable and are considered served on January 25, 2025 by mail.
17. While the Notice of Hearing for December 13th was returned as undeliverable for Shan Mangal and the numbered company, the interim order issued on November 19, 2024 and the two subsequent Notices of Hearing and the final order copy were not returned undeliverable. The order was mailed out to the respondents on May 2, 2025 and not returned as undeliverable despite it being mailed out after the corporate office mail change for the Landlord.

18. If parties are not diligent in dealing with legal proceedings, then they cannot demand that a Tribunal waste its resources by rehearing matters a second time. To allow this would undermine the ability of the administration of justice to deliver timely, cost-effective and final orders. See *Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541 CanLII (Div. Ct.)
19. A review is not an appeal or an opportunity to change the way a case was presented. The purpose of the review process is not to provide parties with an opportunity of presenting a better or different case than they did at first instance. There is nothing in the record or in the request for review to support a determination that the Member applied improper principles in assessing the evidence introduced or that there was insufficient evidence before the LTB to support its conclusions. I would not interfere with the assessment of the evidence by the Member of first instance, who had the opportunity of observing the witnesses and of hearing the evidence in its totality.
20. The evidence before me, including the LTB's records supports a finding that the Landlord was aware of the hearing and that they did not exercise reasonable diligence in attending the multiple hearing dates. Accordingly, having found that the Landlord failed to exercise reasonable diligence, the review request must be denied. I am unable to find that the Landlord was not given a reasonable opportunity to participate in the proceedings.
21. With respect to the allegations of a serious error in the order with misnaming of parties, based on the omitted submissions by the Landlord in their review request and their contradictory evidence regarding their relationship with Apex or Anthony Forgione, I do not find that there is a serious error in the order.
22. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
23. This order contains all of the reasons for the decision within it and no further reasons will follow.

It is ordered that:

1. The request to review order LTB-T-035539-24-LTB-T-038858-24 issued on May 2, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on September 15, 2025 is cancelled. The stay of order LTB-T-035539-24-LTB-T-038858-24 is lifted immediately.

June 1, 2026
Date Issued

Terri van Huisstede
Member, Landlord and Tenant Board

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