

CANADA / JUDGMENT

Ardalani v. Glioza

2025 BCSC 13

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Supreme Court of British Columbia

DECIDED

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2025 BCSC 13 Ardalani v. Glioza

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Ardalani v. Glioza,

2025 BCSC 13

Date: 20250106

Docket: E200700

Registry: Vancouver

Between:

Teimour Shahriar Ardalani

Claimant

And

Maria Glioza

Respondent

Before: The Honourable Justice Loo

Reasons for Judgment

Counsel for the claimant:

A. Jahanmiri

Appearing on her own behalf:

M. Glioza

Place and Date of Trial:

Vancouver, B.C.

November 18-21, 2024

Place and Date of Judgment:

Vancouver, B.C.

January 6, 2025

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Introduction

[1] This is a family law proceeding in which the primary claims, advanced by the claimant Teimour Ardalani, relate to the division of property. The respondent, Maria Gloza, also advances claims for spousal support and an increase in child support.

Background

- [2] The parties were married in June 1998 in Vancouver. They have a daughter, Marfa, who was born in January 2011. They separated in May 2019. Their relationship was therefore approximately 21 years in length.
- [3] The claimant is a truck driver with a class one driver licence. The respondent is a travel agent.
- [4] In December 2004, the parties purchased a home together on Dempsey Road in North Vancouver for \$500,000. The initial mortgage was in the amount of \$424,700.
- [5] In March 2018, the Dempsey property was sold for approximately \$1.4 million, generating net proceeds of about \$913,000 after the discharge of a mortgage and other deductions. Some of those proceeds were used to purchase a property on Westview Drive in North Vancouver for \$633,805.
- [6] When the parties separated in May 2019, the claimant left the Westview property where he and the respondent were residing. He now resides with a new partner. The respondent continues to reside in the Westview property with the parties' daughter and the respondent's mother.
- [7] The claimant has paid child support in the amount of \$1,000 per month since separation.

Issues

- [8] The following issues are to be determined:
- What property is family property?
 - Should there be an unequal division of the family property?
 - Is the respondent entitled to an increase in child support?
 - Is the respondent entitled to spousal support?

- [9] Although some evidence was led about parenting issues, no relief was sought in that regard by either party.

Witnesses and document disclosure

- [10] The only two witnesses at this trial were the parties. The evidence of both was problematic, in different ways.
- [11] The claimant's evidence was at times unclear. He was often unable to recollect dates or, in some contexts, the sequence of events. Although I have no significant concerns about the honesty of his evidence, I do have doubts about the reliability of his evidence and his memory.
- [12] Further, it is evident that the claimant's document disclosure was deficient. During cross-examination, he was asked why he had not produced receipts for his truck repairs, documents which are clearly relevant to the calculation of his net income. On the stand he agreed to do so, and the next day he appeared in court with relevant documents. There was no explanation as to why he did not produce these documents prior to trial.
- [13] The respondent had a better recollection of dates and the sequence of events, but her answers to questions were often non-responsive and argumentative.
- [14] It is also clear that she failed to meet her document disclosure obligations prior to trial, in a more serious way than the claimant. Despite the fact that there were two previous orders of this Court requiring her to produce all documents in her possession and control regarding the purchase and sale of the two properties, she produced only minimal documentation regarding the Dempsey property and none at all regarding the Westview property. Then, at trial, she sought to introduce documents regarding the purchase of the Dempsey property that were previously not listed or disclosed. I declined to admit the new documents.
- [15] It is my view that the evidence of both witnesses must be viewed with caution, and I will endeavour to make factual findings in this case without relying solely on the credibility of either witness. I will also have regard to the well-known words of Justice O'Halloran in *Faryna v. Chorny*, [1952] 2 D.L.R. 354 at p. 357, 1951 CanLII 252 (B.C.C.A.), in which he held:

In short, the real test of the truth of the story of a witness in such a case must be its harmony with the preponderance of the probabilities which a practical and informed person would readily recognize as reasonable in that place and in those conditions.

Discussion

Division of family property

Legal Principles

- [16] The presumption under the Family Law Act, S.B.C. 2011, c. 25 [FLA] is that the parties have an equal entitlement to family property and an equal responsibility for family debts:

81 Subject to an agreement or order that provides otherwise and except as set out in this Part and Part 6 [Pension Division],

- (a) spouses are both entitled to family property and responsible for family debt, regardless of their respective use or contribution, and
- (b) on separation, each spouse has a right to an undivided half interest in all family property as a tenant in common, and is equally responsible for family debt.

[17] Family property and family debt are defined in ss. 84 and 86 respectively. Family property includes "property that is owned by at least one spouse." Once the Court has determined what assets and liabilities are family property and family debt, the Court will divide that property and debt.

[18] There is a strong presumption that family property and debt should be divided equally between the parties, but the Court may order an unequal division of property if equal division would be significantly unfair, pursuant to s. 95(1) of the FLA. Section 95(2) enumerates factors that the Court may consider in determining whether equal division would be significantly unfair:

95(1) The Supreme Court may order an unequal division of family property or family debt, or both, if it would be significantly unfair to

- (a) equally divide family property or family debt, or both, or
 - (b) divide family property as required under Part 6 [Pension Division].
- (2) For the purposes of subsection (1), the Supreme Court may consider one or more of the following:
- (a) the duration of the relationship between the spouses;
 - (b) the terms of any agreement between the spouses, other than an agreement described in section 93 (1) [setting aside agreements respecting property division];
 - (c) a spouse's contribution to the career or career potential of the other spouse;
 - (d) whether family debt was incurred in the normal course of the relationship between the spouses;
 - (e) if the amount of family debt exceeds the value of family property, the ability of each spouse to pay a share of the family debt;
 - (f) whether a spouse, after the date of separation, caused a significant decrease or increase in the value of family property or family debt beyond market trends;
 - (g) the fact that a spouse, other than a spouse acting in good faith,
 - (i) substantially reduced the value of family property, or

- (ii) disposed of, transferred or converted property that is or would have been family property, or exchanged property that is or would have been family property into another form, causing the other spouse's interest in the property or family property to be defeated or adversely affected;
- (h) a tax liability that may be incurred by a spouse as a result of a transfer or sale of property or as a result of an order;
- (i) any other factor, other than the consideration referred to in subsection (3), that may lead to significant unfairness.

Application of the legal principles to this case

Unequal division - agreement

- [19] One of the issues in this case is whether there was an agreement between the parties regarding property division. Section 92 of the FLA refers to such agreements generally, and s. 93 refers specifically to written agreements signed by both parties.
- [20] Agreements falling within s. 93 are binding unless set aside. Agreements not falling within s. 93 may be considered in the Court's determination of whether to order an unequal division of family property or family debt, or both, on the basis that an equal division would be significantly unfair, pursuant to s. 95(2)(b).
- [21] The respondent gave evidence that, sometime around the separation date, she and the claimant agreed that she would continue to live in the house, and the claimant would receive the family business. She gave that evidence in a very general way, with very few, if any, specifics as to the date or place on or at which the agreement was made. It is common ground that the agreement was not in writing and, therefore, s. 93 is inapplicable.
- [22] During his testimony in chief, the claimant testified, in very general terms, that there was no agreement. Under cross-examination he testified that the parties had discussed an arrangement between them, but that one of its terms was that the respondent would pay him \$100,000, and that this had not been done. I understood from the respondent's subsequent evidence that she now agrees that the agreement alleged by her requires her to pay \$100,000 to the claimant.
- [23] The claimant also gave evidence that he went to obtain legal advice and that either during his visit with the lawyer or afterwards, he declined to have a written agreement drawn up as suggested by the respondent.
- [24] On the basis of the parties' evidence taken as a whole, I find that either there was no agreement at all, or there was a verbal agreement that was rejected within a few days, once the claimant had obtained legal advice.

- [25] Either way, in my view, the alleged agreement ought to have little or no impact upon this Court's determination as to whether the family property ought to be unequally divided. I find that if any agreement was made, the claimant rejected it as soon as he was advised of his legal rights. In addition, I observe that the respondent did not pay \$100,000 to the claimant, despite more than five years having passed since the agreement was allegedly made.

Unequal division - contribution

- [26] The next step in the analysis is to determine whether unequal contributions, financial or otherwise, during the course of the marriage may justify an unequal division of family property.
- [27] There was a dispute on the evidence regarding the source of the funds used to purchase the Dempsey property. The claimant testified that \$35,000 came from the couple's savings and approximately \$40,000 from the respondent's mother. The respondent sought during the trial to adduce a document that challenged that evidence.
- [28] Given that there had been multiple orders requiring her to produce documents relating to the purchase of the Dempsey property and she did not produce this document until the second day of trial, I refused to admit it. She testified that approximately \$53,000 or \$54,000 of the down-payment came from her mother and that the rest was comprised of borrowed funds, which were eventually repaid.
- [29] The claimant was justifiably critical of the respondent throughout the trial for her failure to produce documents, but the consequence is that the Court has no admissible documents to corroborate either the claimant's or the respondent's evidence.
- [30] Ultimately, I must make a finding in respect of this factual issue. Because the respondent was in control of the funds and the records and had the opportunity to prove her mother's contribution, and failed to do so in compliance with the Rules of Court and orders previously made by this Court, I have concluded that I ought to accept the claimant's version of events in respect of this point, based on his testimony, which was clear and fairly detailed. As indicated above, he testified that \$35,000 came from the couple's savings and approximately \$40,000 from the respondent's mother.
- [31] The claimant conceded during the course of the trial that the respondent's mother is entitled to be paid back these funds. Accordingly, \$20,000 shall be credited to the respondent as the claimant's share of this repayment.
- [32] The respondent alleges that the amount contributed by her mother was an investment, rather than a loan or a gift, and that her mother was entitled to an equity interest in the Dempsey property, but she led no evidence to support this allegation. The respondent's mother, who was in the courtroom for most of the trial, was not called to testify.

- [33] The respondent also made submissions and led evidence regarding the parties' respective contributions to the relationship. It is uncontested that the respondent and her mother did most or all of the work around the house. The respondent also managed the parties' financial affairs. The claimant had very little involvement in house work. His primary role in this relationship was to earn money, which he did. Those funds were deposited into an account and used for mortgage payments and for home expenses.
- [34] The respondent also led evidence about her participation in what she referred to as the family business. She prepared paperwork and performed banking tasks, at least in part because of the claimant's lack of English proficiency. She helped to write a business plan. He conceded that all of the office and banking work for the business was performed by her.
- [35] Overall, the respondent has established that she and her mother maintained the house, and that she took care of the couple's financial affairs and helped with the truck business. However, the claimant's primary contributions were financial, earned through long hours as a truck driver.
- [36] In any event, significant unfairness within the meaning of s. 95 is not to be assessed by meticulously tallying up the respective contributions of the parties. Respective contributions are not a factor set out in s. 95(2). Section 81(a) expressly states that "spouses are both entitled to family property and responsible for family debt, regardless of their respective use or contribution" (emphasis added).
- [37] In *Chang v. Chang*, 2020 BCSC 1783, this Court described the applicable test as follows:
- [108] To clear the high hurdle of significant unfairness, Ms. Chang must show "marked, prolonged, and intentional or unexplained disparities in contribution to family burdens": Singh at para. 133, citing *Khan v. Gilbert*, 2019 BCCA 80 at para. 32. Reapportionment requires "something objectively unjust, unreasonable, or unfair in some important or substantial sense": Singh at para. 134.
- [38] In this case, I am not persuaded that there were marked, prolonged, and intentional or unexplained disparities in contribution that would make equal division significantly unfair. Therefore, I have concluded that the family property ought to be divided equally between the parties.

The proceeds of the Dempsey property

- [39] It is clear that the Dempsey property was family property within the meaning of s. 84: the property was registered in the names of both parties.
- [40] As stated above, the Dempsey property was sold in March 2018. Some of the proceeds were used to purchase Westview. The balance, approximately \$279,000, was paid to the parties. The claimant has given evidence, and I accept, that he does not know where those funds went.

- [41] The respondent testified that some of the excess monies were used for the renovation of the Westview property before they moved in, and approximately \$15,000 was used to pay off a truck owned by both of them. The claimant testified that the renovations cost approximately \$40,000 and the respondent testified that they cost approximately \$90,000.
- [42] Once again, the Court is faced with having to choose between two competing numbers without any documentary evidence to refer to. In this case, I have concluded that since the respondent managed the renovations and gave reasonably detailed evidence about them, including that they were conducted between March and the following winter and included a replacement of the kitchen, I ought to accept her version of events in this regard.
- [43] I find that \$90,000 of the funds were used for the benefit of both parties, for the renovation, and \$15,000 to pay off the truck. Accordingly, the net proceeds from the sale of the Dempsey property, totalling approximately \$279,000, have been reduced by \$105,000 to \$174,000. This sum of \$174,000 was family property, and the claimant is entitled to credit for half, or \$87,500.

The Westview property

- [44] It is uncontested that the funds to purchase the Westview property came from the proceeds of the Dempsey property. As the Dempsey property was family property, the proceeds from the sale of that property were also family property.
- [45] As indicated above, the Westview property was registered in the names of the respondent and her mother. However, this registration, without the claimant's consent or knowledge, cannot defeat the claimant's claim to the Dempsey proceeds or the property that was purchased with those proceeds.
- [46] In my view, the respondent holds her mother's legal interest on a constructive trust for the parties. Alternatively, the entirety of the Westview property falls within s. 84(2)(f) of the FLA, which states that family property includes:

property that a spouse disposes of after the relationship between the spouses began, but over which the spouse retains authority, to be exercised alone or with another person, to require its return or to direct its use or further disposition in any way;

- [47] A recent appraisal establishes that the value of the Westview property is \$815,000. As the Westview property was purchased with the proceeds of the Dempsey property, it had no mortgage. The claimant is entitled to half of its value, or \$407,500.

Family business

- [48] As stated above, the claimant is a truck driver. He is an independent operator with an incorporated business, and he is the company's only employee. The company's only tangible asset is a truck. The respondent claims a half-interest in this business, and submits that she is entitled to half of the company's future profits that, she submits, ought to be calculated assuming the claimant is paid a salary at the market rate.
- [49] The respondent's claim in this regard may have some theoretical merit, as the business is family property and the value of a business is often estimated by calculating the present value of its future cash flows. However, there is virtually no admissible evidence to ground the respondent's claims.
- [50] In particular, there is no evidence to show what profit the business is expected to earn in the future after expenses including a market-based salary payable to the claimant, and there is no evidence as to what that salary might be.
- [51] There were documents advanced at trial showing the historical income generated by the business, but I am unable to determine whether the income amounts were within or outside of the standard range of the salary of a truck driver.
- [52] On their face, the amounts earned by the business do not appear to be excessive. If the pre-salary profits of the business are roughly equal to a reasonable truck driver's salary, the profits left in the company after his salary will be minimal, and 50% of those profits will also be minimal.
- [53] The respondent also alleges that the contract or contracts that the business presently has are valuable, but there is no evidence about the terms of those contracts or their value.
- [54] In these circumstances, I am unable to find that the business has any value other than the value of its truck. The claimant testified that the used truck is worth approximately \$10,000 and the respondent did not seriously contest this estimate. Accordingly, the respondent shall be credited with \$5,000, or half of this amount.

Inheritance

- [55] There was evidence led at trial about an inheritance received by the claimant when his father passed away in Iran during the course of the parties' marriage. There were no submissions made about this issue, but, in any event, it is clear that pursuant to s. 85(1)(b) of the FLA, inheritances are not family property. To the extent that the claimant received funds as a result of his father's passing in Iran, those funds do not have to be divided.

Vehicles

- [56] The respondent lists in her F8 financial statement a Mercedes E400 valued at \$25,000. The parties are agreed that she should retain it. The claimant shall be credited with the sum of \$12,500.
- [57] The claimant lists in his F8 financial statement a 2007 Mercedes valued at \$5,000. The parties are agreed that the claimant shall retain it. The respondent shall be credited with the sum of \$2,500.

The respondent's "emergency fund"

- [58] The respondent concedes that she has a bank account which contains about \$7,000, and that it contained approximately the same amount at the date of separation. She characterizes it as an "emergency fund." As it is owned by the respondent, and the respondent has not established that it is excluded from family property, this bank account is family property, and the claimant shall be credited in these proceedings with the sum of \$3,500.

Allegations of diversion or hidden accounts

- [59] The claimant spent a significant amount of time at trial trying to raise suspicions about the respondent's handling of the parties' finances. He sought to demonstrate that funds were transferred from the account into which the claimant's salary was deposited into other accounts, unknown to the claimant. The claimant alleges that the respondent holds undisclosed accounts, and that family funds have been diverted into them.
- [60] Further, the claimant was repeatedly critical, with some justification, of the respondent's failure to produce credit card statements in the action, and suggested that the credit card account was being used to spend money on expenses not for the benefit of the family, yet was being paid off with funds from the joint account.
- [61] Further, as discussed above, the claimant alleges that the respondent sold the Dempsey property and purchased the Westview property without his input or authorization, and that while the bulk of the Dempsey proceeds were used to purchase the Westview property, the balance was taken by the respondent and her mother. Moreover, it has been established that the respondent had a power of attorney over the claimant's affairs since 2004.
- [62] Broadly speaking, it is clear on the evidence that the respondent controlled the financial affairs of the family, and that the claimant had very little knowledge and was not told much, if anything, about the family's finances. In my view, some of the circumstances described above give rise to legitimate suspicions. However, the claimant has neither established any specific claims nor even sought any specific relief arising from the allegations described above.
- [63] As a result, the Court is unable to make any orders arising from this evidence.

Child support

- [64] The claimant has provided evidence regarding his net income after expenses in 2021, 2022, and 2023, including add-backs of certain expenses for the purpose of calculating spousal and child support. He has also provided calculations regarding the respondent's incomes for those same years, again including add-backs of certain expenses.
- [65] Based on the figures provided by the claimant, the amounts of child support under the Federal Child Support Guidelines (SOR/97-175) for these three years were \$710 per month, \$692 per month, and \$499 per month, respectively.
- [66] By contrast, the respondent seeks child support based on the claimant's gross income, stating in her written submissions that she is "seeking an order to increase child support to \$1670 monthly based on [the claimant's] gross income of \$190,000."
- [67] Further, she challenges his claims to expenses generally. For example, she challenges whether it is prudent to spend tens of thousands of dollars on repairs for a truck whose value has been stated to be \$10,000. In answer to this argument, the claimant states that he cannot afford a new truck, and paying for necessary repairs allows him to have a job and to make money.
- [68] In my view, the respondent's argument that child support ought to be based on the trucking business's gross income without accounting for expenses at all has no merit. It is reasonable in my view for the owner-operator of a truck used for freight transport to have significant expenses, including fuel, repairs and parking.
- [69] Apart from the respondent's challenges to the repair costs, which I do not accept, none of her complaints about the truck expenses would materially change the claimant's net income even assuming they are valid. Accordingly, the respondent has not established that the amount of child support should be increased.
- [70] As discussed above, the claimant has paid \$1,000 per month by way of child support since separation, and he agreed during the course of the trial to continue to pay that amount. The sum of \$1,000 per month is more than the amount of child support that is required by the Federal Child Support Guidelines.
- [71] The amount of \$1,000 shall be paid by the claimant until the child is no longer a child of the marriage, monthly by way of e-transfer.

Section 7 expenses

- [72] Section 7 of the Federal Child Support Guidelines provides that certain types of special or extraordinary expenses incurred in relation to a child are to be shared between the parents of the child, in addition to the payment of child support.

- [73] In this case, the claimant advised the Court that he is prepared to pay one-half of two types of retroactive s. 7 expenses that have already been incurred for the child's benefit: dance expenses totalling \$9,216 and orthodontics which were performed in Mexico at a cost of 29,350 pesos, whose Canadian dollar equivalent is approximately \$2,000. No other past s. 7 expenses were claimed by the respondent. Therefore, I order that respondent shall be credited the sum of \$5,108.
- [74] In respect of prospective s. 7 expenses, the parties have agreed on a protocol (the "s. 7 protocol"). When a proposed s. 7 expense arises, the respondent shall send the claimant a note to his email address describing the proposed expense and the cost. The claimant shall respond within seven days approving or disapproving of the expense. If he approves the expense, the respondent may incur the cost. She will then provide him with a copy of the invoice and he shall pay 50% of the cost within seven days. If he disapproves, the respondent may incur the cost herself, forgo the activity, or seek an order from the Court that the claimant pay his share of this expense.

Spousal support

- [75] In her written submissions, the respondent stated:

I am also seeking an order for a spousal support, which has never been paid before, as I had sustained severe health problems and no longer able to work full time.

- [76] I understand from this statement that the respondent is not making any claim for retroactive support. I note that in any event, the respondent has had the benefit of living in the Westview property rent free for five years. Further, she has taken no steps to pursue an order for interim spousal support since the separation.
- [77] In relation to prospective support, this Court must have regard to the objectives for determining the entitlement to spousal support. Those objectives are set out in s. 161 of the FLA:
- [161] In determining entitlement to spousal support, the parties to an agreement or the court must consider the following objectives:
- (a) to recognize any economic advantages or disadvantages to the spouses arising from the relationship between the spouses or the breakdown of that relationship;
 - (b) to apportion between the spouses any financial consequences arising from the care of their child, beyond the duty to provide support for the child;
 - (c) to relieve any economic hardship of the spouses arising from the breakdown of the relationship between the spouses;
 - (d) as far as practicable, to promote the economic self-sufficiency of each spouse within a reasonable period of time.

- [78] The first two objectives are commonly referred to as the compensatory grounds and the second two as the non-compensatory grounds.
- [79] In this case, in my view, there is no significant claim under the compensatory grounds. The respondent worked in her career as a travel agent throughout the marriage. There is no evidence that she suffered material disadvantage or financial consequences as a result of the marriage.
- [80] The non-compensatory grounds have to do with need. It is clear that there remains a discrepancy between the parties' respective incomes, but on the basis of the income figures provided by the parties, the guideline spousal support amount is zero. In other words, the discrepancy is not sufficient to warrant a spousal support order.
- [81] In any event, the respondent's mother appears to assist financially in the household. Moreover, it has been five years since separation, and the economic advantages or disadvantages arising from the breakdown have become less with the passage of time.
- [82] The respondent submits that she is unable to work full time for medical issues, but there is no admissible evidence to this effect. The respondent testified about medical problems that she has suffered, but the issues to which she specifically referred arose at or around the time of the daughter's birth, almost 14 years ago in 2011.
- [83] I note that despite these medical issues, her income from 2021 to 2023 has been fairly consistent: her reported income has ranged from \$34,000 to \$36,000. After the add-backs that the claimant submits ought to be included for the purposes of calculating her income for support purposes, her income has ranged in those three years from \$38,000 to \$56,000.
- [84] As I have been unable to find that the respondent is entitled to spousal support on either compensatory or non-compensatory grounds, and the guideline support would be zero in any event given the parties' incomes, no spousal support shall be ordered.

Appraisal cost

- [85] As the result of an order made by this Court on October 24, 2024, the respondent is required to pay one half of the cost of the appraisal prepared in respect of the Westview property, up to \$250. The respondent shall pay \$250 to the claimant for this purpose.

Divorce

- [86] The parties both seek a divorce on the ground that there has been a breakdown of their marriage. The spouses have lived separate and apart for at least one year immediately preceding the determination of the divorce proceeding and were living separate and apart at the commencement of the proceeding. Further, I am satisfied that there is no possibility of the reconciliation of the spouses, and that there has been no collusion, condonation, or connivance within the meaning of s. 11 of the Divorce Act, R.S.C. 1985, c. 3 (2nd Supp). Reasonable arrangements have been made and confirmed in these reasons for the support

of the parties' only child. At the time of trial, there was no clearance certificate in the file, but now one has been filed, on December 6, 2024.

[87] On the basis of the foregoing, I am satisfied on the evidence that the statutory requirements for a divorce have been met, and I grant a divorce to Mr. Ardalani and Ms. Gliozza, which shall take effect on the thirty-first day after the day on which these reasons are issued.

Summary

[88] In summary, the following orders are granted:

- a) The respondent shall pay the claimant \$478,642 as follows:
 - i. \$20,000 payable by the claimant to the respondent for the contribution made by the respondent's mother to the Dempsey down payment;
 - ii. \$87,500 payable by the respondent to the claimant on account of the excess funds from the Dempsey sale;
 - iii. \$407,500 payable by the respondent to the claimant for his half interest in the Westview property;
 - iv. \$5,000 payable by the claimant to the respondent for her share of the company truck;
 - v. \$12,500 payable by the respondent to the claimant for his half interest in the Mercedes E400;
 - vi. \$2,500 payable by the claimant to the respondent for her half interest in the 2007 Mercedes;
 - vii. \$3,500 payable by the respondent to the claimant for his half interest in the bank account containing approximately \$7,000;
 - viii. \$5,108 payable by the claimant to the respondent on account of retroactive s. 7 expenses;
 - ix. \$250 payable by the respondent to the claimant as her share of the cost of the Westview appraisal.
- b) The net sum above shall be payable by the respondent within 90 days of the date of these reasons, subject to further order of the Court or agreement of the parties.
- c) The sum of \$1,000 shall be paid by the claimant by way of child support until the child is no longer a child of the marriage, monthly by way of e-transfer, unless varied by further order of this Court.
- d) The respondent's claim for spousal support is dismissed.
- e) Section 7 expenses for the child shall be dealt with in accordance with the s. 7 protocol set out in these reasons.
- f) The parties are divorced, effective 31 days after these reasons are issued.

Costs

[89] I have concluded that no costs of this action shall be payable by either party, despite the fact that the claimant has been substantially successful. I have reached this conclusion because of the importance of not upsetting the balance achieved by this Court's award on the substantive issues addressed in these reasons: see *M.N. v. C.G.F.*, 2020 BCSC 2071 at para. 7, citing *Gold v. Gold*, [1993] B.C.J. No. 1792 at para. 20, 1993 CanLII 1248 (B.C.C.A.).

"The Honourable Justice Loo"

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