

CANADA / JUDGMENT

Bandpey v. Talebpourazad

2021 BCSC 763

COURT

Supreme Court of British Columbia

DECIDED

23 April 2021

Source: bccourts.ca · Research copy typeset by Esheria. Not court-issued or certified.

2021 BCSC 763 Bandpey v. Talebpourazad IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: Bandpey v. Talebpourazad, 2021 BCSC 763 Date: 20210423 Docket: E192002 Registry:

Vancouver Between: Marzieh Bandpey also known as Shiva Bandpey Claimant And Mohammad

Talebpourazad also known as Mike Talebpourazad also known as Mike Pourazad Respondent

Before: The Honourable Mr. Justice Basran Reasons for Judgment Counsel for Claimant: M.R.

Ellis, Q.C. T. Thakur Counsel for Respondent: N. Davies S. Chiu Place and Date of Trial:

Vancouver, B.C. January 18-22, 25-29, February 1, and February 3-5, 2021 Place and Date of

Judgment: Vancouver, B.C. April 23, 2021 Table of Contents Overview.. 3 Credibility. 3 Legal

Principles. 3 Ms. Bandpey. 4 Mr. Talebpourazad. 5 The Marriage Agreement. 8 Legal Principles. 8

Ms. Bandpey's Position on the Marriage Agreement 11 Mr. Talebpourazad's Position on the

Marriage Agreement 12 Findings of Fact on the Marriage Agreement 12 Was the Marriage

Agreement Unfair in its Making?. 14 Does Mr. Talebpourazad have Undisclosed Assets?. 17 Legal

Principles. 17 Ms. Bandpey's Position on Undisclosed Assets. 18 Mr. Talebpourazad's Position on

Undisclosed Assets. 19 Findings of Fact on Undisclosed Assets. 19 Analysis of Undisclosed Assets.

26 How Should the Family Assets and Debts be Divided?. 30 Legal Principles. 30 Analysis of

Family Assets and Debts. 30 Division of Assets and Debts. 31 Spousal Support. 35 Legal Principles.

35 Parties' Positions on Spousal Support 37 Findings of Fact on Spousal Support 37 Is Ms. Bandpey

Entitled to Compensatory Spousal Support?. 38 How Much Income Should be Imputed to Mr.

Talebpourazad to Calculate the Amount of Spousal Support Payable to Ms. Bandpey?. 39 What are

the Parties' Obligations for Child Support?. 40 Costs. 42 Summary of Orders. 42 Overview

[1] Ms. Bandpey and Mr. Talebpourazad met in 1997 and married on March 14, 1999. Three days later, they signed a marriage agreement. Their son was born in January 2000. The parties separated briefly in 2015 and permanently on June 30, 2017. They divorced on January 24, 2019.

[2] The issues to be determined are:

- a) The validity of the marriage agreement;
- b) Whether Mr. Talebpourazad has undisclosed assets and income and if so, their extent;
- c) How much lump sum spousal support should Ms. Bandpey receive;

- d) The parties' child support obligations to their son; and
 - e) Costs. Credibility
- [3] The evidentiary phase of this trial occupied approximately 11 days. Ms. Bandpey testified for approximately two and a half days and Mr. Talebpourazad provided evidence over four and a half days. Together, their testimony forms the bulk of the evidentiary record of this trial. Ms. Bandpey called three lay witnesses and two experts. Mr. Talebpourazad did not call any additional witnesses.
- [4] The evidence of the parties conflicts on all significant issues. There was virtually no common ground in their testimony. Accordingly, my assessment of the credibility and reliability of their evidence largely determines the issues in this case. Legal Principles
- [5] It is useful to set out the principles governing credibility determinations. In assessing the truthfulness of the testimony of any witness, I am guided by the test set out in *Faryna v. Chorny*, [1952] 2 D.L.R. 354 at 357 (B.C.C.A.): 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.
- [6] In assessing credibility, I will apply the factors described by Justice Dillon in *Bradshaw v. Stenner*, 2010 BCSC 1398 at para. 186, *aff'd* 2012 BCCA 296: Credibility involves an assessment of the trustworthiness of a witness' testimony based upon the veracity or sincerity of a witness and the accuracy of the evidence that the witness provides (*Raymond v. Bosanquet (Township)* (1919), 59 S.C.R. 452, 50 D.L.R. 560 (S.C.C.)). The art of assessment involves examination of various factors such as the ability and opportunity to observe events, the firmness of his memory, the ability to resist the influence of interest to modify his recollection, whether the witness' evidence harmonizes with independent evidence that has been accepted, whether the witness changes his testimony during direct and cross-examination, whether the witness' testimony seems unreasonable, impossible, or unlikely, whether a witness has a motive to lie, and the demeanour of a witness generally (*Wallace v. Davis*, [1926] 31 O.W.N. 202 (Ont.H.C.); *Farnya v. Chorny*, [1952] 2 D.L.R. 152 (B.C.C.A.) [Farnya]; *R. v. S.(R.D.)*, [1997] 3 S.C.R. 484 at para.128 (S.C.C.)). Ultimately, the validity of the evidence depends on whether the evidence is consistent with the probabilities affecting the case as a whole and shown to be in existence at the time (Farnya at para. 356).
- [7] Justice Dillon's statement in *Bradshaw* at para. 188 on the impact of a party's failure to produce relevant documents to support their case also applies: The inability to produce relevant documents to support one's case is also a relevant factor that negatively affects credibility.
- [8] I have no concerns with the credibility of the evidence provided by Mr. Talebpourazad's former accountant, Mr. Seifi, or that of Mr. Mahjouri and Ms. Ghazvahanian, Ms. Bandpey's cousin and niece, respectively.

- [9] Applying the aforementioned principles, what follows is my credibility assessment of Ms. Bandpey and Mr. Talebpourazad. Ms. Bandpey
- [10] Ms. Bandpey testified clearly and consistently. Her recollection of the events that led to her introduction to Mr. Talebpourazad, their pre-marital relationship, the circumstances surrounding their marriage, including the execution of the marriage agreement, and the events that took place during their marriage, was forthright and sincere. There was no hint of embellishment or exaggeration in her testimony. She made reasonable admissions. For example, she admitted that she first raised the idea of signing a marriage agreement with Mr. Talebpourazad. Mr. Talebpourazad
- [11] Mr. Talebpourazad's evidence was fraught with inconsistencies, vagueness, and implausible excuses. For example, in 2008, he bought a 5,500 square foot house on 31st Street in West Vancouver for \$3.11 million (the "31st Street Property"). He paid cash for this home. There was no mortgage registered against it. Mr. Talebpourazad claims he borrowed and repaid and/or withdrew the funds for this purchase from his business, Mero Steel. He provided no documentary evidence to support the assertion that this business or its successor, Mero Engineering, earned revenue sufficient to support the purchase of the 31st Street Property. Mr. Talebpourazad reported annual income from his business of approximately \$50,000 to \$80,000 during the years leading up to the purchase. He strongly asserts that his businesses were his only sources of income and that he took funds, as he needed them, in amounts of \$5,000 to \$10,000 per month. It is neither credible nor believable that Mr. Talebpourazad purchased the 31st Street Property, and several other properties in West Vancouver, North Vancouver, and Turkey, and maintained a lavish and expensive lifestyle, on this modest income.
- [12] Mr. Talebpourazad produced no business records, contracts, bank statements, or witnesses that substantiate his claim that his businesses generated profits sufficient to purchase the properties he purchased in Canada and Turkey.
- [13] Another example of Mr. Talebpourazad's evidence that seems detached from the truth involves an import-export business for carpets and antiques that he allegedly sold. He purports to have begun this business in Istanbul and sold it after operating it for several years. Mr. Talebpourazad's description of the circumstances surrounding its sale varied. He deposed in an affidavit that he brought the \$5 million proceeds of sale with him when he came to Canada. However, at trial, he testified that he sold the carpet business after he moved to Canada to someone in Victoria, BC, for \$4.8 million and that this individual paid this purchase price over several years.

- [14] Mr. Talebpourazad provided no credible explanation for what happened to this significant sum. He admitted that by 1999, he faced financial difficulty that caused him to borrow funds from his employer. In 2002, three of his vehicles were repossessed for non-payment of lease amounts. While he was involved in litigation with his former business partner, Ms. Bandpey testified that she and Mr. Talebpourazad were forced to pull their son out of pre-school because they could not afford the monthly expense.
- [15] Mr. Talebpourazad clung to the narrative regarding the lucrative sale of the carpet business but did not make a claim for excluded assets in respect of the purported sale of this business and provided no documents to support this story. He did not provide a reasonable explanation for what happened to the millions of dollars he purportedly received from the sale of this carpet business.
- [16] This carpet business narrative is puzzling because it is not directly relevant to any of the matters in dispute. However, it suggests that once Mr. Talebpourazad lies about something, he steadfastly refuses to admit his deceit even when it serves no purpose for him to continue perpetuating a mistruth. It also demonstrates his propensity to lie about financial issues.
- [17] Another example of Mr. Talebpourazad's misleading evidence involves his September 2019 Form 8 financial statement. In this sworn affidavit, he deposed to having a line of credit as a liability, from which he had withdrawn \$800,000. However, he failed to disclose this amount as an asset that he had access to in the form of a bank draft. At trial, Mr. Talebpourazad testified that he intended to use these funds to purchase two apartments: One for his son, in the Ontario city in which he attends university, and another for Ms. Bandpey. He did not purchase these apartments and the evidence does not disclose what he did with these funds. In any event, I am satisfied that he understated his net worth by \$800,000. Mr. Talebpourazad also failed to disclose income earned from real estate holdings in Dubai on both his 2019 Form 8 financial statement and his income tax returns.
- [18] Mr. Talebpourazad's evidence in respect of a \$1,500 monthly support payment was inconsistent. At trial, he testified that this amount was solely for the support of Ms. Bandpey and that he was willing to pay some undefined additional amount for the support of their son if he chose to live with his mother. However, a separation agreement signed by both parties explicitly describes the \$1,500 amount as being for the benefit of Ms. Bandpey and their son. At trial, he testified that he offered to pay the \$1,500 per month until Ms. Bandpey told him that she no longer needed these funds and that he would buy her an apartment. He did not buy her an apartment and the separation agreement clearly states that this amount would only be paid for one year. Mr. Talebpourazad is not relying on the terms of the separation agreement in this trial but, in my view, the discrepancy between the agreement and his oral evidence is relevant to his credibility.
- [19] In an August 21, 2020, letter, Mr. Talebpourazad's lawyer asserted that the following items were excluded from family property:

- a) The property at 415 Hadden Drive, West Vancouver, B.C. (the "Hadden Drive Property"), acquired after the relationship began "in a direct trade for real property proceeds of disposition of the shares in All Steel Fabricating Ltd.". Leaving aside the conflation of real property with the shares of a company, Mr. Talebpourazad testified that he sold one-half of the shares of All Steel to his business partner for \$1. At trial, Mr. Talebpourazad admitted this assertion regarding the exclusion of the Hadden Drive Property was false.
 - b) A townhouse located at 848 West 16th Street in North Vancouver. This property was heavily mortgaged and had a judgment registered against it.
 - c) "Proceeds of disposition of the shares in All Steel." There is no evidence of the disposition of these shares or any proceeds received. The only evidence of the value of these shares is that Mr. Talebpourazad sold one-half of these shares to his business partner for \$1.
 - d) "Proceeds of disposition of the Sangster Boat". This boat was not sold. Mr. Talebpourazad gave it away.
 - e) "Proceeds of disposition of the Mercedes Benz SLK 1998" and "Proceeds of disposition of the Mercedes C220 or C300." Both of these vehicles were leased and subsequently repossessed.
- [20] Each of these purported exclusions involves a mischaracterization, omission, or lie. These are further examples of Mr. Talebpourazad's lack of credibility and honesty.
- [21] These are only a sampling of Mr. Talebpourazad's misrepresentations and untruthfulness in describing the events and circumstances relevant to the determination of the issues in this matter. His evidence was generally inconsistent and contradictory with the documentary evidence. Mr. Talebpourazad slanted his testimony to suit his interests. On the myriad of issues on which their evidence conflicts, I prefer the evidence of Ms. Bandpey to that of Mr. Talebpourazad. The Marriage Agreement Legal Principles
- [22] The Family Relations Act, R.S.B.C. 1996, c. 128 [FRA], applies to an application to set aside the marriage agreement the parties entered on March 17, 1999: s. 252 of the Family Law Act, S.B.C. 2011, c. 25, and *McHale v. McHale Estate*, 2015 BCSC 993 at para. 72.
- [23] The court may set aside a marriage agreement for two reasons, as set out in *Tian v. Cheung*, 2016 BCSC 950 at para. 60:
- a) Unfairness in making the agreement (unconscionability, undue influence, or duress); or
 - b) Unfairness in the operation of the agreement.
- [24] The onus is on the party who applies to have a marriage agreement set aside: *Toth v. Toth* (1995), 13 B.C.L.R. (3d) 1 (C.A.) at para. 62.

- [25] In assessing the circumstances surrounding the negotiation and execution of a marriage agreement the court must consider whether there was oppression, pressure, or other vulnerability. It must also consider the conditions under which the negotiations took place, their duration, and whether there was professional assistance: *Miglin v. Miglin*, 2003 SCC 24 at para. 81.
- [26] Where the bargaining process was vitiated due to a power imbalance, "the agreement should not be read as expressing the parties' notion of equitable sharing in their circumstances and the agreement will merit little weight.": *Miglin* at para. 83.
- [27] Obtaining independent legal advice at the time of negotiation of a marriage agreement ensures an informed decision to enter the agreement: *Hartshorne v. Hartshorne*, 2004 SCC 22 at para. 60.
- [28] In determining whether a party understood the consequences of a marriage agreement, the court must determine whether independent legal advice was obtained and assess the quality of that advice: *Young v. Sherk*, 2019 BCSC 312 at para. 78.
- [29] Justice Pitfield, as he then was, described independent legal advice and professional assistance in *Gurney v. Gurney*, 2000 BCSC 6 at para. 29: In the family law context, providing independent legal advice must mean more than being satisfied that a party understands the nature and contents of the agreement and consents to its terms. The solicitor should make inquiries of the party so as to be fully apprised of the circumstances surrounding the agreement. The party should be advised of his or her legal rights and obligations in relation to the subject matter of the agreement and advised of the consequences associated with a refusal to sign. The solicitor should offer his or her opinion on the question of whether it is appropriate for the party to sign the agreement in all of the circumstances. It is only with that kind of advice that the party can make an informed decision about the advisability of entering into the agreement as opposed to pursuing some other course. [Citations omitted.]
- [30] Independent legal advice can mitigate against vulnerabilities, but it does not always do so: *Dhaliwal v. Dhaliwal*, 2021 BCCA 72 at para. 19.
- [31] A court may set aside an agreement because it is unconscionable if a party does not fully disclose assets, as discussed at paras. 47-49 of *Rick v. Brandsema*, 2009 SCC 10:
- [47] In my view, it flows from the observations and principles set out in *Miglin* that a duty to make full and honest disclosure of all relevant financial information is required to protect the integrity of the result of negotiations undertaken in these uniquely vulnerable circumstances. The deliberate failure to make such disclosure may render the agreement vulnerable to judicial intervention where the result is a negotiated settlement that is substantially at variance from the objectives of the governing legislation.
- [48] Such a duty in matrimonial negotiations anchors the ability of separating spouses to genuinely decide for themselves what constitutes an acceptable bargain. It also helps protect the possibility of finality in agreements. An agreement based on full and honest

disclosure is an agreement that, prima facie, is based on the informed consent of both parties. It is, as a result, an agreement that courts are more likely to respect. Where, on the other hand, an agreement is based on misinformation, it cannot be said to be a true bargain which is entitled to judicial deference.

- [49] Whether a court will, in fact, intervene will clearly depend on the circumstances of each case, including the extent of the defective disclosure and the degree to which it is found to have been deliberately generated. It will also depend on the extent to which the resulting negotiated terms are at variance from the goals of the relevant legislation. As Miglin confirmed, the more an agreement complies with the statutory objectives, the less the risk that it will be interfered with. Imposing a duty on separating spouses to provide full and honest disclosure of all assets, therefore, helps ensure that each spouse is able to assess the extent to which his or her bargain is consistent with the equitable goals in modern matrimonial legislation, as well as the extent to which he or she may be genuinely prepared to deviate from them.
- [32] If a court determines that a marriage agreement is unconscionable, it may set it aside and apply the relevant statutory regime for property division: *L.E.M. v. D.M.I.*, 2013 BCSC 450 at para. 93 and *Dhaliwal* at para. 21.
- [33] Section 65(1) of the FRA sets out factors for a court to consider when deciding if the division of property pursuant to a marriage agreement would be unfair, and s. 65(2) allows the court to make a vesting order for any property not covered by s. 56 or by the marriage agreement:
- 65 (1) If the provisions for division of property between spouses under section 56, Part 6 or their marriage agreement, as the case may be, would be unfair having regard to
- (a) the duration of the marriage,
 - (b) the duration of the period during which the spouses have lived separate and apart,
 - (c) the date when property was acquired or disposed of,
 - (d) the extent to which property was acquired by one spouse through inheritance or gift,
 - (e) the needs of each spouse to become or remain economically independent and self sufficient, or
 - (f) any other circumstances relating to the acquisition, preservation, maintenance, improvement or use of property or the capacity or liabilities of a spouse, the Supreme Court, on application, may order that the property covered by section 56, Part 6 or the marriage agreement, as the case may be, be divided into shares fixed by the court.
- (2) Additionally or alternatively, the court may order that other property not covered by section 56, Part 6 or the marriage agreement, as the case may be, of one spouse be vested in the other spouse.

- [34] If there is no binding marriage agreement, the test for reapportionment pursuant to s. 65 of the FRA is not whether an unequal division would be fair, but whether an equal division would be unfair: *M. (S.B.) v. M. (N.)*, 2003 BCCA 300 at para. 23. *Ms. Bandpey's Position on the Marriage Agreement*
- [35] Ms. Bandpey asserts that the marriage agreement should be set aside because it is unfair in both its making and operation. She points out that there was no negotiation of its terms, she did not receive independent legal advice, and instead trusted that the agreement would apply only to the assets the parties brought into their marriage.
- [36] Mr. Talebpourazad directed Ms. Bandpey to attend Mr. Roper's law office to sign the agreement and she complied.
- [37] Ms. Bandpey did not obtain independent legal advice prior to signing the marriage agreement. The marriage agreement indicates that the parties were to marry on March 20, 1999. They actually married on March 14, 1999, and Ms. Bandpey signed it on March 17, 1999. Even if Ms. Bandpey had received independent legal advice from Mr. Roper, he would have provided it on the incorrect assumption that they were not yet married.
- [38] Ms. Bandpey submits that she had a limited comprehension of English and would not have understood the terms of the marriage agreement even if she had read it. At the time she signed it, she was already married to Mr. Talebpourazad and they were living together. She trusted that it would function to enable each party to retain the assets they brought into the marriage. She had very few assets but knew that Mr. Talebpourazad had a townhouse, a business, and a vehicle. *Mr. Talebpourazad's Position on the Marriage Agreement*
- [39] Mr. Talebpourazad seeks the enforcement of the marriage agreement. He asserts that Ms. Bandpey induced him to marry her by offering to sign it. He submits that Ms. Bandpey was subject to a deportation order to Iran so he agreed to marry her to resolve her immigration problem. He testified that they planned to get married, see how their relationship progressed, and then determine whether they would remain married or divorce. He characterizes their marriage as an arrangement that was essentially a favour he did to assist Ms. Bandpey.
- [40] He admits that the marriage agreement is unfair in its operation and should be varied to provide for spousal support and division of assets so that Ms. Bandpey will receive 20 percent of the parties' total assets. *Findings of Fact on the Marriage Agreement*
- [41] The parties agreed to marry on January 2, 1999, and married on March 14, 1999. Six days later, on March 20, 1999, Iranian New Year's Eve, they hosted a lavish wedding reception at the Hotel Vancouver. Mr. Talebpourazad invited Ms. Bandpey's parents to attend the reception. They travelled from Tehran and arrived in Vancouver several days before the reception. At Mr. Talebpourazad's invitation, they stayed at the townhouse he owned. Ms. Bandpey had moved into this townhouse several weeks before their wedding.

- [42] Mr. Talebpourazad is of Azerbaijani ancestry. He hired a well-known Azeri musical group to perform at their wedding reception. Mr. Talebpourazad acknowledged that he cared about Ms. Bandpey. He composed the following poem for the invitation to their wedding reception: Winter comes to an end Ice melts, runs to an end Bears night reaches an end Earth starts breathing again Tulips begin blooming again Creatures fall in love again We will start a new life again Mohammad and Shiva
- [43] Over the course of approximately two months before their wedding, Mr. Talebpourazad instructed his lawyer, Eric Rutledge, to draft a marriage agreement on terms favourable to him. Three days after the wedding, Mr. Talebpourazad gave Ms. Bandpey a business card with the name of a lawyer, David Roper, and directed her to go see him to sign the marriage agreement. On March 17, 1999, Ms. Bandpey met with Mr. Roper. She opted to pay \$20 for him to witness her execution of the agreement rather than \$60 for him to explain it to her. He told her that the document was a marriage agreement but he did not go through it with her page by page and did not describe the contents of it.
- [44] Ms. Bandpey did not read the marriage agreement prior to signing it and she did not understand its contents. She incorrectly assumed that it reflected her understanding that each party would retain the assets they brought into the marriage if they divorced.
- [45] The marriage agreement contains several errors. It incorrectly states that the parties were to be married on March 20, 1999. They married on March 14, 1999. It refers to negotiations and financial disclosure that did not take place. Notably, Mr. Talebpourazad did not disclose that he had purportedly sold a carpet business for \$4.8 million to \$5 million. He did not disclose any details of his financial assets or liabilities.
- [46] The marriage agreement also incorrectly states that each of the parties had independent legal advice with respect to the agreement and their obligations to the other party under the law. It is common ground that Ms. Bandpey did not obtain independent legal advice prior to signing the agreement.
- [47] The marriage agreement indicates that Mr. Talebpourazad would maintain exclusive ownership of all assets he owned before and during the marriage including companies, businesses, and ventures he developed before, during and after his relationship with Ms. Bandpey. It also provided that no interim or spousal support would be payable. Was the Marriage Agreement Unfair in its Making?
- [48] For several reasons, I am satisfied that the marriage agreement was unfair in its making:
- a) Mr. Talebpourazad did not disclose his assets and liabilities;
 - b) There was no negotiation of its terms;
 - c) Ms. Bandpey did not understand the contents of the agreement;
 - d) Ms. Bandpey did not receive independent legal advice; and

- e) Mr. Talebpourazad entirely controlled the circumstances surrounding the creation and execution of the agreement.
- [49] It is common ground that Mr. Talebpourazad did not disclose any details of his financial affairs. Ms. Bandpey knew that he owned a townhouse, a business, and a vehicle. Mr. Talebpourazad did not disclose any details of his assets including the proceeds of his purported sale of a carpet business for \$4.8 to \$5 million dollars. In the absence of full financial disclosure, Ms. Bandpey could not make an informed and binding decision to enter the marriage agreement. She had no means of determining whether the terms of the agreement were an acceptable bargain, particularly in this case where the contemplated result, no division of assets earned or acquired during the marriage and no spousal support, varies substantially from the objectives of the governing legislation.
- [50] In February 1999, Mr. Talebpourazad instructed his lawyer to draft the agreement. He dictated all of its one-sided terms. Notwithstanding the language of the agreement, there was no negotiation of these terms.
- [51] I am satisfied that Ms. Bandpey did not read the agreement and did not understand its terms. She loved and trusted Mr. Talebpourazad and believed that it dealt with the assets they were bringing into the marriage. She did not appreciate that it purported to also deal with any assets acquired during their marriage nor did she understand that it would have prevented her from seeking spousal support.
- [52] Mr. Talebpourazad asserts that Ms. Bandpey had an opportunity to obtain independent legal advice but chose not to. He relies on her evidence that Mr. Roper offered to explain the agreement to her for \$40 more than the cost of merely witnessing her signature. He contends that the consequences of her decision not to obtain independent legal advice should not be visited on Mr. Talebpourazad.
- [53] I am not satisfied that Ms. Bandpey had a meaningful opportunity to obtain independent legal advice from Mr. Roper. Mr. Talebpourazad directed her to attend Mr. Roper's office to sign the agreement. She trusted Mr. Talebpourazad and assumed that the agreement dealt solely with the assets each of them were bringing into the marriage. She did not realize that she was giving up claims to assets acquired during the marriage and spousal support. Furthermore, the agreement incorrectly states that the parties were to be married three days later on March 20, 1999, when in fact they had married three days prior on March 14, 1999. Even if Mr. Roper had provided legal advice, it would have been based on this mistake.
- [54] The timing and circumstances of the execution of the agreement contribute to the unfairness in its making. Three days after their marriage, Ms. Bandpey was presented with a completed document that she was expected to sign. This was not only after their legal marriage but it was also three days before the couple's lavish wedding reception at the Hotel Vancouver. Ms. Bandpey's parents travelled from Iran to attend this reception and they were staying in Mr. Talebpourazad's townhouse at his invitation. Mr. Talebpourazad hired a well-known Azeri musical group to entertain their many family and friends. He expressed his

devotion to Ms. Bandpey in the reception invitation sent to their guests.

- [55] Even if Ms. Bandpey had read and understood the terms of this one-sided agreement, and I have concluded that she did not, it is difficult to imagine that she would have been able to effectively seek changes to it, or refuse to sign it, given these circumstances. Furthermore, taking into account the events surrounding the execution of the agreement, I conclude that Ms. Bandpey did not have a reasonable and meaningful opportunity to obtain independent legal advice.
- [56] Based on the unfairness in the making of the marriage agreement, I am satisfied that it should be set aside. Section 56 of the FRA provides for a presumptive equal division of family assets in existence at the time of the triggering event. Mr. Talebpourazad asserts that the triggering event is June 30, 2017, the date when Ms. Bandpey moved out of the 31st Street Property. However, the parties agree that she subsequently moved back into this residence and the parties carried on living together in the same manner as before. I am satisfied that the triggering event is the date of divorce, January 24, 2019, plus 30 days. Does Mr. Talebpourazad have Undisclosed Assets? Legal Principles
- [57] Nondisclosure of assets is the cancer of matrimonial property litigation: *Cunha v. Cunha* (1994), 99 B.C.L.R. (2d) 93 (B.C.S.C.) at para. 9, cited with approval by the Supreme Court of Canada in *Michel v. Graydon*, 2020 SCC 24 at para. 33.
- [58] It is insufficient to respond to financial nondisclosure with an award of costs or by dealing only with what is known. Doing so would reward the non-disclosing litigant: *Cunha* at para. 10.
- [59] Unless disclosure is made by the conclusion of the trial, a court may conclude that there are undisclosed assets that should be considered for the purpose of property division: *Cunha* at para. 11. If the court is satisfied full disclosure has been made then an award of costs might be an appropriate penalty: *Cunha* at para. 13.
- [60] An inference that there are further undisclosed assets should be invoked cautiously, exceptionally, and only when the conclusions drawn are more than a guess: *Wu v. Sun*, 2011 BCCA 239 at para. 41, and *Devathasan v. Devathasan*, 2019 BCSC 661 at para. 206. There must be a strong evidentiary basis showing one of the parties has hidden assets: *Laxton v. Coglon*, 2008 BCSC 42 at para. 31.
- [61] In *Devathasan*, Justice Gomery concluded the respondent was in possession of undisclosed assets. He ascribed a value to those assets as best he could, based on the limited disclosure. The respondent made slightly more than half of his interim support payments from disclosed family property. Justice Gomery concluded he had done so in order to conceal undisclosed family property of an equivalent value (para. 218). He also relied on the evidence of foreign bank accounts in imputing assets to the respondent. There was other, less substantial evidence of foreign assets but Justice Gomery declined to impute a value to those assets.

- [62] Usually an award based on a finding of significant undisclosed and unknown assets needs to be based on specific evidence tied to a specific asset but where a party is found completely unreliable, and their own evidence leads to a finding that they are hiding assets, a judge may be justified in making a restrained and conservative order: *Singh v. Singh*, 2020 BCCA 21 at para. 144. Justice Garson, as she then was, upheld the trial judge's finding of significant undisclosed assets and his order for unequal distribution of assets on that basis. The trial judge did not assign a value to the undisclosed assets. Ms. Bandpey's Position on Undisclosed Assets
- [63] Ms. Bandpey asserts that Mr. Talebpourazad has significant undisclosed assets. She points out that he disclosed his ownership of two apartments in Dubai and six properties in Turkey on his first Form 8 financial statement shortly after she disclosed documents relating to them in a list of documents. He did not disclose his ownership of a villa in Bodrum, Turkey until December 2020 in his second Form 8 financial statement, in which he mischaracterized it as an apartment worth \$200,000.
- [64] Ms. Bandpey submits that Mr. Talebpourazad purchases real estate on a whim. For example, he purchased:
- a) two apartments in Dubai after seeing a presentation in a shopping mall;
 - b) bare land and an apartment at an auction in Yalova, Turkey;
 - c) a condominium in Port Moody to help a realtor friend; and
 - d) bare land in Saskatchewan as a trade for a debt.
- [65] Mr. Talebpourazad also invested approximately \$115,000 in a Vancouver restaurant and \$300,000 in a failed basalt quarrying enterprise. The funds for all of these purchases ostensibly came from his businesses, Mero Steel and Mero Engineering. However, Mr. Talebpourazad has no records to support this assertion and his income tax returns show that he only reported income of \$38,000 to \$71,540 from 2006 to 2015.
- [66] Ms. Bandpey recalled that Mr. Talebpourazad showed her plans for construction of a large home he intended to build on the shores of the Caspian Sea on leased land ("Caspian Sea Property") in Baku, Azerbaijan. Mr. Talebpourazad transferred \$600,000 US to a bank account in Azerbaijan to fund construction of this home. When he decided not to build it, he told her that he left the funds in that account because it earned high interest and in 10 years would be worth \$1 million US.
- [67] Ms. Bandpey submits that Mr. Talebpourazad has undisclosed foreign real properties equal to the value of his disclosed foreign property, \$1,471,878, and a bank account in Azerbaijan with a value of \$1 million US. Mr. Talebpourazad's Position on Undisclosed Assets
- [68] Mr. Talebpourazad denies that he owns undisclosed assets. He asserts that the \$600,000 US in an Azerbaijani bank account belonged to his sister. He admits that he leased the Caspian Sea Property to build a large home but says that the \$600,000 for the construction of it came

from his sister who wanted to move her assets out of Iran. After she subsequently died, Mr. Talebpourazad testified that he gave the \$600,000 to her sons. He asserts that he no longer has a bank account in Azerbaijan and the leased land reverted to the Azerbaijani government because he did not build a house on it. Findings of Fact on Undisclosed Assets

- [69] Mr. Talebpourazad admits that he had \$600,000 US in an Azerbaijani bank account. I reject his assertion that these funds belonged to his sister. There is no documentary evidence to support this narrative. Mr. Talebpourazad's nephews, who purportedly received these funds after their mother died, did not testify to substantiate this story. Their residence in Iran was not a barrier to testifying. Ms. Bandpey's niece, Ms. Ghazvahanian, testified by video link from Tehran.
- [70] Furthermore, Mr. Talebpourazad's explanation is implausible. If his sister wanted to remove assets from Iran, it is unlikely that she would have invested them in the construction of a seaside mansion on leased property. Doing so would have prevented access to these funds and put them at risk because the purported construction of the home was on leased property owned by the Government of Azerbaijan.
- [71] On July 23, 2020, Master Harper ordered that Mr. Talebpourazad disclose three years of statements for his Azerbaijani bank accounts prior to their purported closure. He failed to comply with this order.
- [72] Mr. Talebpourazad did not provide any documents supporting his claim that he closed his Azerbaijani bank account. Earlier in his testimony, he indicated that most transactions in Azerbaijan are completed using cash. He has significant connections to Azerbaijan and visits there regularly. I find it unlikely that he would give up the convenience of an Azerbaijani bank account. I am satisfied that he has at least \$600,000 US in an Azerbaijani bank account. I am not prepared to conclude that this amount earned sufficient interest to have grown to \$1 million US because, aside from Ms. Bandpey's general evidence on this issue, there is no objective evidence of interest rates paid on Azerbaijani bank accounts.
- [73] Mr. Talebpourazad acquired the Bodrum villa in May 2018, more than a year before filing his first Form 8 financial statement, but he failed to disclose it. In his second Form 8 filed on December 18, 2020, he described it as an apartment with a value of \$200,000. The joint appraisal of this property shows that it is a luxury quality, ocean view, 2,465 square foot, three level villa with a pool valued at \$531,789.
- [74] Mr. Talebpourazad purchased the following properties and chattels, and paid for all of them in cash:
- | Approximate Purchase Date | Description | Purchase Price | Appraised Value |
|---------------------------|--|----------------|--|
| March 12, 2008 | Single detached home at 31st St., West Vancouver | \$3,110,000 | \$3,900,000 |
| July 31, 2008 | Pre-build penthouse condominium in Port Moody | \$949,000 | Sold on May 31, 2016, for \$1,275,000, not reported on income tax return |
| November 15, 2009 | Diamond ring and men's Rolex watch at auction | \$78,568 | Diamond ring \$32,500; Rolex watch \$29,500. |
| November 30, 2009 | Bare land in Saskatchewan | \$50,000 | 2009 or 2010 Purchased leased property in Baku, Azerbaijan for proposed construction of large home \$155,000 for leased land and \$600,000 |

transferred to Azerbaijani account for construction 2011 Land in Kadikoy, Yalova with other investors \$200,000 to \$220,000 \$389,462 2011 Persepolis Restaurant in Vancouver \$115,000 May 2012 Bare land in Merkez, Osmaniye on which he later builds a warehouse \$188,277 December 2011 Two apartments in Dubai Production City \$79,550 each November 30, 2012 Apartment in Osmaniye, Turkey \$20,824 March 13, 2013 Mero Istanbul, a company incorporated in Turkey and owned solely by Mr. Talebpourazad, purchased two thirds of a lot in Osmaniye, Turkey \$30,000 \$30,978 2013 Apartment in Yalova, Turkey \$70,000 to \$75,000 \$89,492 August 7, 2014 Condominium on 15th St. in North Vancouver \$657,900 with a mortgage of \$341,476 \$990,000 November 29, 2016 Waterfront apartment in Cinarcik, Yalova, Turkey \$80,000 \$61,956 May 2, 2018 Villa in Bodrum, Turkey \$200,000 \$531,789

- [75] In addition to these purchases, Mr. Talebpourazad paid off two mortgages on the Hadden Drive Property in 2003 and 2004. In November 2016, he transferred \$400,000 to Turkey to purchase properties and a Mercedes for his use on his frequent visits. He also bought himself a new \$140,000 Mercedes in December 2016 for his use in Vancouver. In May 2019, he paid off his estranged daughter's student loans of approximately \$245,000. He also paid \$550,000 to his counsel for legal services in respect of this matter.
- [76] Mr. Talebpourazad exercised complete control over his family's finances. He did not share any details of his business affairs with Ms. Bandpey. His financial control is relevant to Ms. Bandpey's lack of awareness of the family's financial holdings. For example, he did not have a joint bank account with Ms. Bandpey. Instead, she had a credit card on his account and he provided her with cash for necessary family purchases. He forbade her from purchasing grocery items that were not on a grocery list approved by him.
- [77] Throughout the trial, Ms. Bandpey, her niece, Ms. Ghazvahanian, and her cousin, Mr. Mahjouri, detailed numerous examples of Mr. Talebpourazad's controlling and abusive behaviour. For example, on several occasions, Mr. Talebpourazad punished Ms. Bandpey by confining her to a bedroom and taking away her car keys and credit card.
- [78] In 2003, and again in 2015, Ms. Bandpey qualified for a training program at the Vancouver Community College to become a medical laboratory assistant. Mr. Talebpourazad refused to pay the tuition so she was unable to complete this program.
- [79] In 2016, Mr. Talebpourazad coerced Ms. Bandpey into signing a separation agreement by threatening not to pay their son's private school tuition if she refused. At that time, their son was in tenth grade and had attended the same school since kindergarten. Changing schools would have been devastating for him.
- [80] When they separated, Mr. Talebpourazad limited Ms. Bandpey to one tank of fuel per month. This was during a period when he drove a new, 2017 S-Class Mercedes and she drove a 2004 Mitsubishi.

- [81] Mr. Talebpourazad admitted to keeping approximately \$100,000 in cash in his home. Early in his career, he got into a dispute with a business partner and his bank accounts were frozen. He had no access to funds and wanted to avoid this circumstance in the future. He has a safe in his home in which he keeps approximately \$100,000 and other valuables.
- [82] Mr. Talebpourazad, Ms. Bandpey, and their son travelled extensively. They went to Azerbaijan three times, Turkey and Mexico "many" times, and once to the Dominican Republic, Jamaica and Cuba. Mr. Talebpourazad travelled to Turkey, Azerbaijan, Dubai, South America, Russia, and the United States for business. Mr. Talebpourazad recounted that he and his family always stayed in five star hotels and dined in expensive restaurants.
- [83] From 2006 to 2019, Mr. Talebpourazad reported the following income on his personal tax returns: Year Amount Reported 2002 \$14,000 2006 \$49,568.75 2007 \$38,276.95 2008 \$71,540.10 2009 \$30,176.77 2010 \$48,000 2011 \$38,000 2012 \$51,967.34 2015 \$56,000 2016 \$20,134 2017 \$29,292.23 2018 \$45,116.59 2019 \$55,109.19
- [84] There is a significant and undocumented discrepancy between Mr. Talebpourazad's reported earnings and numerous real estate purchases. In approximately 2004, he incorporated Mero Steel and in 2008, he incorporated its successor company, Mero Engineering. According to Mr. Talebpourazad, these two companies were the sole sources of his income from 2004 to 2017. He dissolved Mero Engineering in April 2017 and purports to have retired since then.
- [85] Mr. Talebpourazad provided no documentary evidence to support his assertion that his companies generated millions of dollars of revenues. He explained that after dissolving Mero engineering, he kept its corporate records in a crawlspace in the 31st Street Property. These records consisted of 8 to 12 boxes of purchase and sale invoices, contracts, employment records, income tax and GST records. He recounted that at some point after he dissolved Mero Engineering, a CRA auditor came to his residence and conducted an audit of the company. After examining the records over several days, the auditor purportedly advised Mr. Talebpourazad that everything was in order and a reassessment of the company's income tax would not be necessary. The auditor purportedly returned the records and Mr. Talebpourazad decided to destroy them. He testified that he and his son loaded the boxes into his son's vehicle and his son disposed of them.
- [86] This narrative is neither credible nor plausible. Mr. Talebpourazad produced no independent or documentary evidence to support his assertion that a CRA audit of Mero Engineering took place. One would imagine that at a bare minimum, Mr. Talebpourazad would have retained a letter confirming that the audit would not result in a reassessment or produced a letter, or witness, confirming that the audit took place.
- [87] Mr. Talebpourazad could not recall the name of the alleged CRA auditor and vaguely described the circumstances of this purported audit. He did not produce any document supporting the completion of this audit. Even if it took place, which I doubt, Mr. Talebpourazad probably would have been instructed to retain the corporate records for

several years until the statutory reassessment period expired. The completion of one audit does not forestall the possibility of a subsequent audit within the statutory reassessment period. Ms. Bandpey recalls that the corporate records of Mero Engineering were stored in the crawlspace where the family's luggage was also kept. She testified that these records were still in the 31st Street Property when she moved out of this residence in 2019. There is no evidence from the parties' 21-year-old son that he participated in the disposal of these records.

- [88] Furthermore, Mr. Talebpourazad did not call any witnesses to support his story that he solely operated a company that generated millions of dollars of revenue. He claims to have worked on several significant projects including a multi-million dollar project on the Queen Elizabeth Theatre. Projects of that magnitude involve various entities that presumably would have had some record of their extensive contracts and dealings with Mr. Talebpourazad's company. He produced none of this evidence.
- [89] Hossein Seifi is a retired accountant. He filed income tax returns for the parties and Mero Engineering until 2015. He testified that Mr. Talebpourazad paid himself a salary of approximately \$5,000 per month for his work at Mero Engineering. He does not recall seeing transactions in the company's accounts or bookkeeping that would support the purchase of a \$3.11 million home. While testifying, he was visibly surprised by the reference to amounts of this magnitude flowing through the company's accounts. Importantly, Mr. Seifi advised Mr. Talebpourazad in writing that he was required to maintain the corporate records of Mero engineering for five years then seek CRA permission to destroy them. Mr. Seifi testified clearly and sincerely and I accept his evidence.
- [90] Mr. Talebpourazad explained that another accountant replaced Mr. Seifi commencing in 2016 but subsequently died in 2019 while in possession of some of Mr. Talebpourazad's records. Mr. Talebpourazad vaguely described some half-hearted attempts he made to recover these documents.
- [91] Mr. Talebpourazad incorporated a company called Mero Istanbul in Turkey. He conveyed a narrative involving this company holding some of his Turkish real estate holdings and transferring the shares of this company to his brother. He produced no documents relating to this company.
- [92] In his September 2019 Form 8 financial statement, Mr. Talebpourazad reported annual gross income of \$45,117, annual expenses of \$171,845, assets of \$7,834,162, and debts of \$1,534,347.
- [93] In his December, 2020, Form 8 financial statement Mr. Talebpourazad disclosed annual gross income of \$59,151, annual expenses of \$247,877, assets of \$7,844,229, and liabilities of \$1,616,859. This most recent Form 8 fails to disclose rental income from the two apartments Mr. Talebpourazad owns in Dubai. Analysis of Undisclosed Assets

- [94] I reject Mr. Talebpourazad's assertion that his companies generated sufficient income to support his extensive real estate purchases and his numerous other expenditures. I do not accept his submission that his companies generated many millions of dollars in revenue and he simply failed to report this income on his income tax returns. His evidence is not credible and he chose to call no witnesses to support his position that he operated an extremely profitable business that generated income sufficient to fund his extensive purchases. He did not call any former employees, clients, or contractors to testify about his business, its volume, or profitability. Furthermore, his records destruction story is not believable and he made virtually no efforts to locate, let alone produce, any supporting records from the accountant who replaced Mr. Seifi.
- [95] Since 2004, Mr. Talebpourazad's asset acquisitions, expenditures on extensive five star travel, and other luxury goods suggest that he has another source of income and additional foreign-based assets. He only disclosed the assets that Ms. Bandpey knew about. Importantly, he did not disclose the Bodrum villa in his first Form 8 because he probably thought that she did not know about it. When he did finally report this property, he described it as an apartment and undervalued it by almost two-thirds.
- [96] Mr. Talebpourazad testified that his only current sources of income are rental revenue from the Hadden Drive Property and the 15th Street condominium and that he is otherwise relying on a line of credit secured against the 31st Street Property to sustain his expenditures. His Form 8 financial statements do not support this assertion because his annual expenses exceed his gross income by almost \$188,726 yet his debt increased by only \$82,512 from September 2019 to December 2020. Therefore, his expenditures exceed his gross income and additional debt by over \$100,000.
- [97] Additionally, he did not support this assertion with statements from his lines of credit. If he were in fact relying on his lines of credit for his monthly expenses, one would expect to see regular withdrawals from the lines of credit in roughly the amounts Mr. Talebpourazad spends per month. The claimant adduced only three statements from the lines of credit at trial and they do not support the suggestion that Mr. Talebpourazad's sole source of income is his line of credit.
- [98] Based on his own sworn statements, I conclude that Mr. Talebpourazad must have an additional source or sources of income that he is not reporting. Given that he purports not to be working, the passive income he is receiving from these other sources must be derived from either his significant assets or another business that he is operating, perhaps Mero Istanbul. For example, leaving aside tax implications, a 5 percent return on assets of \$2 million would generate the \$100,000 gap between Mr. Talebpourazad's income and expenses as reported in his most recent Form 8 financial statement.

- [99] Mr. Talebpourazad did not accurately, and completely, disclose all of his assets and income. This conduct is intolerable. The Court must hold nondisclosing litigants responsible for this reprehensible behaviour. Otherwise, nondisclosure of relevant financial information is rewarded and incentivized. Mr. Talebpourazad's reliance on the marriage agreement does not excuse his financial nondisclosure.
- [100] In most cases, one would assume that spouses are generally aware of each other's assets. However, in this case, I am satisfied that Ms. Bandpey does not know the details of the assets owned, particularly those based in other countries, or income earned, by Mr. Talebpourazad. I make this finding based on the extreme financial control exercised by Mr. Talebpourazad over Ms. Bandpey.
- [101] Based on the substantial discrepancy between Mr. Talebpourazad's assets and expenditures in relation to his reported income on both his income tax returns and Form 8 financial statements, and his dishonest reporting of his current financial circumstances, I am satisfied there are exceptional circumstances that warrant a finding that Mr. Talebpourazad has significant, undisclosed, foreign-based assets. I am satisfied that in addition to his disclosed assets and the aforementioned \$600,000 US bank account in Azerbaijan, he owns undisclosed foreign assets of \$1.5 million.
- [102] In arriving at that conclusion, I am mindful of the Court of Appeal's comments in Wu and Singh. In most cases there should be some evidence of the nature and value of specific assets. In Singh, the respondent's dishonesty, lack of disclosure, the fluidity of his dealings between India and Canada, and the nature of his real estate dealings were all evidence of significant undisclosed foreign assets. In comparison, the only evidence of foreign assets in Wu was the respondent's own declaration of "speculative investment/business ventures in China" in his sworn financial statement.
- [103] Here, the evidence of Mr. Talebpourazad's foreign assets are his extensive purchases that are not explained by his declared income and his dishonest reporting of his financial situation. As previously noted, a \$2 million income-generating asset would explain the discrepancy between his expenses and reported income. In my view, a conservative approach is to impute \$1.5 million in undisclosed foreign assets to Mr. Talebpourazad to explain this unexplained source of income.
- [104] Mr. Talebpourazad's initial lack of disclosure regarding the Bodrum Villa, and subsequent significant under-valuation of it, further supports this finding. I also note that he did not provide any evidence of the whereabouts or use of the \$800,000 bank draft he obtained using funds from the lines of credit secured by the 31st Street Property. If the bank draft was deposited into a bank account, then that account was never disclosed to the Court. I am not including the \$800,000 bank draft as part of the imputed assets, but this is another example of Mr. Talebpourazad's opaque financial dealings. Mr. Talebpourazad's ongoing financial nondisclosure, combined with his seemingly unfunded expenses, leads me to conclude he owns undisclosed assets of \$1.5 million in addition to the \$600,000 US he has in

an Azerbaijani bank account.

- [105] The parties were married for almost twenty years and they acquired virtually all of their assets during this period. I am satisfied that Ms. Bandpey is entitled to one-half of the total net family assets. Although the parties signed a separation agreement on February 29, 2016, and Ms. Bandpey briefly moved out of their home in 2017, the parties agree that she moved back into the family home after several months and they carried on living together in the same manner as before. Neither party is relying on the separation agreement so the triggering date is the date of divorce, January 24, 2019, plus 30 days. Ms. Bandpey moved out of the family home in April 2019. How Should the Family Assets and Debts be Divided? Legal Principles
- [106] The term "family debt" was not defined in the FRA but it evolved in the case law to mean a debt incurred during the marriage for a family purpose: *Stein v. Stein*, 2008 SCC 35 at para. 10.
- [107] The FRA did not require that debts be divided equally between separating or divorcing spouses, though the presumptive position was that assets would be divided on an equal basis: *Stein* at para. 14. The FRA permitted consideration of liabilities as one of the factors relevant to reapportionment of assets under s. 65(1)(f): *Chutter v. Chutter*, 2009 BCCA 177 at para. 23.
- [108] A court should look to whether a debt was incurred for use within the family unit, or whether it was accumulated for use outside of the marriage. Free-standing debts of one spouse are not normally divided under the FRA, and the court must consider whether the debts were in existence at the time of the triggering event: *Young v. Young*, [1993] 4 S.C.R. 3, affirming the conclusion of *Southin J.A.*, as she then was.
- [109] The party alleging joint responsibility for a particular debt had the onus of proving it was incurred for a family purpose: *Lee v. Lee*, 2014 BCCA 383 at para. 40, citing *Popp v. Popp* (1985), 65 B.C.L.R. 85 (B.C.C.A.). The spouse with the burden of proof will "enjoy an assist in the discharge of the burden where there is no evidence and no suggestion that any of the cash flow found its way into non-family purposes": *Mallen v. Mallen* (1992), 65 B.C.L.R. (2d) 241 (C.A.) at para. 86. Analysis of Family Assets and Debts
- [110] Mr. Talebpourazad withdrew \$800,000 in the form of a bank draft from the line of credit ending in 620 and registered against the 31st Street Property on September 12, 2019, one week before swearing his September 19, 2019, Form 8 financial statement. This occurred after the date of separation and Ms. Bandpey did not receive any benefit from that \$800,000, aside from the \$200,000 advance on her legal fees, which is included in the family assets. Counsel for Mr. Talebpourazad submits, in closing submissions, that the \$800,000 was eventually deposited back into the line of credit. Since Mr. Talebpourazad listed \$825,218.96 as the outstanding balance on the line of credit ending in 620 on his December 2020 Form 8 financial statement, it is unclear when, or if, he returned the \$800,000 to that line of credit. Only two statements for that same line of credit were entered as evidence: · March 20, 2017,

showing a balance owing of \$100.17 · November 20, 2020, showing a balance owing of \$811,960.41 The amount owing on the line of credit ending in 620 is not a family debt because Mr. Talebpourazad has not shown that he incurred it during the marriage or for a family purpose.

- [111] The other line of credit, ending in 289, has an outstanding balance of \$492,977.11, according to Mr. Talebpourazad's December 2020 Form 8 financial statement. There is only one statement for that line of credit, showing an outstanding balance of \$19,007.16 on October 18, 2018. It is not clear on the evidence when Mr. Talebpourazad withdrew the approximately \$473,969.95, for what purpose, and whether it was before or after the date of separation (30 days after January 24, 2019). The onus is on Mr. Talebpourazad to prove the debt was incurred for a family purpose, and he has not met that onus. The amount owing on that line of credit is likewise not a family debt. Division of Assets and Debts
- [112] The net asset amount, after adjusting for capital gains tax, imputing \$1,500,000 in undisclosed assets to Mr. Talebpourazad, and including the \$762,000 in Mr. Talebpourazad's Azerbaijani bank account, is \$10,634,070.82. Ms. Bandpey and Mr. Talebpourazad are each entitled to half of that amount. In my view, a roughly equal division, with Ms. Bandpey receiving \$5,260,808.31 and Mr. Talebpourazad receiving \$5,373,262.51, is fair in the circumstances. In reaching this conclusion, I have taken into account that Ms. Bandpey will receive assets based in British Columbia whereas Mr. Talebpourazad's remaining assets are mostly foreign based.
- [113] The parties are to share equally the latent capital gains tax consequences associated with Hadden Drive and West 15th. I have deducted the capital gains tax consequences from the value of Hadden Drive and West 15th, as suggested by the respondent, to ensure equal division.
- [114] An expert report by Hugh Woolley, Chartered Professional Accountant, sets out the estimated tax consequences of selling Hadden Drive and West 15th (the "Woolley Report"). It is based on the following assumptions: · Mr. Talebpourazad's income for 2021 will be \$55,109, the same as his reported income in 2019. · The hypothetical sales date is January 18, 2021. · Hadden Drive was a principal residence until March 2008 and was eligible for the principal residence exemption until that time. Its adjusted cost base was increased to its fair market value in March 2008: \$1,315,000. · There are no costs of disposition which would reduce any capital gains. · Mr. Talebpourazad has never claimed any capital cost allowance against any of the rental income earned from either property, and does not have any available allowable capital losses from prior years that could reduce any taxes owing on the disposition. · If Hadden Drive, West 15th, and the Saskatchewan property are all sold, Mr. Talebpourazad's average tax rate will be 44.79 percent.

- [115] If both Hadden Drive and West 15th are sold at their fair market values, Mr. Talebpourazad will incur the following capital gains, as per the Woolley Report: · \$635,000 for Hadden Drive, of which \$317,500 is taxable · \$273,636.86 for West 15th, of which \$136,818.43 is taxable
- [116] Mr. Talebpourazad would owe capital gains tax of \$219,037, based on the Woolley Report, if both Hadden Drive and West 15th were sold. The scenario set out in the Woolley report includes the hypothetical sale of the Saskatchewan property. It would result in a deductible capital loss of \$300, with little impact on the overall tax owed. I find \$219,037 is a good estimate of the latent capital gains tax for both Hadden Drive and West 15th.
- [117] Hadden Drive accounts for 70 percent of the taxable capital gains and West 15th accounts for 30 percent. Accordingly, I will deduct 70 percent of the capital gains tax, being \$153,325, from the value of Hadden Drive and 30 percent, being \$65,711, from the value of West 15th.
- [118] The 31st Street Property is assessed at \$3,900,000. Its net value, deducting the balance of \$1,318,196.07 owing on the two lines of credit, is \$2,581,803.93.
- [119] The 1505-150 West 15th property is assessed at \$990,000. Its net value, deducting the outstanding mortgage of \$293,493.67, and \$65,711 for capital gains tax, is \$630,795.33.
- [120] Hadden Drive is assessed at \$1,950,000. Its net value, deducting \$153,325 for capital gains, is \$1,796,675.
- [121] Dividing the assets equally is complicated by the fact that the lines of credit are registered against the 31st Street Property, but are Mr. Talebpourazad's debts alone. The 31st Street Property will need to be sold and the lines of credit paid off. In other circumstances, if the debt were not secured against a family asset, it would be a simple task to divide the assets equally. Mr. Talebpourazad will receive a lesser share of the family assets but the \$1,318,196.07 he owes on the two lines of credit will be paid off. Accordingly, I have deducted the amount owing on the lines of credit from Mr. Talebpourazad's share of the family assets. His share of the family assets will be \$4,055,066.44, but his debt will be paid out.
- [122] The Hadden Drive property will be transferred to Ms. Bandpey's name. The property on West 15th will also be transferred to her. If Ms. Bandpey does not want to retain these properties then they will be sold, and Ms. Bandpey is entitled to the net assessed value, as set out in the table below.
- [123] Any amount received over the assessed value of the 31st Street Property, Hadden Drive, or West 15th will be equally divided between the parties.
- [124] Family assets and debts will be divided accordingly: Claimant Respondent Real Property
Net value of property at 31st Street, West Vancouver, BC, Canada \$2,581,803.93 Net value of 415 Hadden Drive, West Vancouver, BC, Canada \$1,796,675 Net value of 1505-150 West 15th Street, North Vancouver, BC, Canada \$630,795.33 Farm Land 22757 Highway 340,

Saskatchewan \$50,000 Unit 1114, Lago Vista B, Dubai Production City, Dubai, UAE \$79,550 Unit 1115, Lago Vista B, Dubai Production City, Dubai, UAE \$79,550 Apartment in Yalova, Turkey \$89,492 Apartment in Cinarcik, Yalova, Turkey \$61,956 Land in Kadikoy, Yalova, Turkey \$389,462 Two-thirds of land in Osmaniye, Turkey \$30,978 Apartment in Osmaniye, Turkey \$20,824 Land and factory in Osmaniye, Turkey \$188,277 Villa in Bodrum, Turkey \$531,789 Imputed undisclosed assets \$1,500,000 Subtotal \$5,009,274.26 \$3,021,878 Vehicles 2017 Mercedes Benz S550 \$69,025 2015 Mercedes Benz C200 \$20,000 Subtotal \$89,025 Financial Assets BMO Chequing Account No. ending in 310 \$2,301.29 TD Canada Trust Chequing Account \$5,903.50 BMO Account No. ending in 110 \$1,033.73 IS Turkey TR81 \$626.11 IS Turkey TR12 \$55,000.35 IS Turkey TR71 \$128.96 Amount imputed to Azerbaijani account \$762,000 Cash in safe \$100,000 Subtotal \$8,204.79 \$918,789.15 Other Assets Rolex watch (women's) \$19,500 Diamond ring \$32,500 Rolex watch (men's) \$29,500 Advance for legal fees \$200,000 Subtotal \$252,000 \$29,500 Unsecured Debts BMO MasterCard (\$1,176.70) Loan from Ana Ghazvahanian (\$6,450) BMO Cash Back World Elite (\$2,949.01) BMO Cash Back World Elite (\$2,220.74) Subtotal (\$8,670.74) (\$4,125.71) Total \$5,260,808.31 \$4,055,066.44 Spousal Support Legal Principles

- [125] Section 15.2 of the Divorce Act, R.S.C. 1985, c. 3 (2nd Supp.) [DA], provides: 15.2 (1) A court of competent jurisdiction may, on application by either or both spouses, make an order requiring a spouse to secure or pay, or to secure and pay, such lump sum or periodic sums, or such lump sum and periodic sums, as the court thinks reasonable for the support of the other spouse.
- (2) Where an application is made under subsection (1), the court may, on application by either or both spouses, make an interim order requiring a spouse to secure or pay, or to secure and pay, such lump sum or periodic sums, or such lump sum and periodic sums, as the court thinks reasonable for the support of the other spouse, pending the determination of the application under subsection (1).
- (3) The court may make an order under subsection (1) or an interim order under subsection (2) for a definite or indefinite period or until a specified event occurs, and may impose terms, conditions or restrictions in connection with the order as it thinks fit and just.
- (4) In making an order under subsection (1) or an interim order under subsection (2), the court shall take into consideration the condition, means, needs and other circumstances of each spouse, including
- (a) the length of time the spouses cohabited;
 - (b) the functions performed by each spouse during cohabitation; and
 - (c) any order, agreement or arrangement relating to support of either spouse.
- (5) In making an order under subsection (1) or an interim order under subsection (2), the court shall not take into consideration any misconduct of a spouse in relation to the marriage.

- (6) An order made under subsection (1) or an interim order under subsection (2) that provides for the support of a spouse should
- (a) recognize any economic advantages or disadvantages to the spouses arising from the marriage or its breakdown;
 - (b) apportion between the spouses any financial consequences arising from the care of any child of the marriage over and above any obligation for the support of any child of the marriage;
 - (c) relieve any economic hardship of the spouses arising from the breakdown of the marriage; and
 - (d) in so far as practicable, promote the economic self-sufficiency of each spouse within a reasonable period of time.

[126] The objective of compensatory spousal support is "to ensure that spouses are compensated for economic hardship or disadvantages experienced as a result of a marriage or its breakdown.": *Hsieh v. Lui*, 2017 BCCA 51 at para. 44, citing *Hathaway v. Hathaway*, 2014 BCCA 310 at para. 52.

[127] "The objectives of spousal support under s. 15.2 of the DA and property division under s. 65 of the FRA overlap with respect to economic self-sufficiency, thus posing a risk of double recovery where awards are made under both sections. However, it does not necessarily follow that entitlement to spousal support will be diminished or extinguished by reason of a property reapportionment, particularly where its conceptual basis is predominantly compensatory." *Hsieh* at para. 44, citing *Bodine-Shah v. Shah*, 2014 BCCA 191 at paras. 70-71.

[128] "The overall goal of an award in family law proceedings is to achieve an equitable sharing of the consequences of marriage and its breakdown": *Hsieh* at para. 45.

[129] Compensatory support is "intended to provide redress to the recipient spouse for economic disadvantage arising from the marriage or the conferral of an economic advantage upon the other spouse.": *Chutter v. Chutter*, 2008 BCCA 507 at para. 50.

[130] Each spouse is entitled to compensation for losses caused by the marriage and its breakdown that they would not have otherwise sustained: *Chutter* at para. 50, citing *Bracklow v. Bracklow*, [1999] 1 S.C.R. 420 at paras. 24 and 41.

[131] In long marriages, spousal support awards should result in the spouses enjoying a rough equivalency of standards of living. The marital standard of living is a reasonable measure of appropriate compensation: *W. v. W.*, 2005 BCSC 1010 at para. 11 and *Morigeau v. Moorey*, 2015 BCCA 160 at para. 34. Parties' Positions on Spousal Support

- [132] Both parties agree that Ms. Bandpey is entitled to spousal support based on need. Ms. Bandpey also seeks compensatory spousal support. Mr. Talebpourazad denies that she suffered any economic disadvantage arising from the marriage and is therefore not entitled to compensatory spousal support. Findings of Fact on Spousal Support
- [133] Mr. Talebpourazad is 63 years old and Ms. Bandpey is 60. They were born in 1957 and 1960, respectively.
- [134] Ms. Bandpey attended university in Iran from 1978 to 1980 and graduated with an associate degree in medical lab sciences. She moved to Germany in 1985 and in 1989, she graduated from the University of Munster with a Bachelor of Science degree in biology.
- [135] After moving to the United States in 1989, she came to Canada in 1990 and applied for refugee status. In Toronto, she worked for a radio station and as a server in a restaurant for several years before moving to Vancouver in 1997. In Vancouver, she worked for a Farsi newspaper and as a server in a restaurant. She met Mr. Talebpourazad while working in an Iranian restaurant and they started dating shortly thereafter. She continued working at the restaurant until Mr. Talebpourazad asked her to quit because he had a dispute with the restaurant's owner. She did not work for approximately one year prior to the marriage on March 14, 1999. During this period, she lived on her savings and received some support from her parents.
- [136] The parties married on March 14, 1999, and Ms. Bandpey became pregnant shortly thereafter. Their son was born on January 26, 2000. During their almost 20-year marriage, Ms. Bandpey was primarily responsible for the childcare of their son and maintenance of their home. Mr. Talebpourazad's business activities required extensive travel, often to foreign destinations, and long hours of work. He estimated that he travelled approximately 10 to 12 weeks a year, for both personal and business purposes, and typically worked 10 to 12 hours a day.
- [137] In 2003 and again in 2015, Ms. Bandpey attempted to upgrade her skills and qualifications. In 2003, around the time her son commenced pre-school, Ms. Bandpey passed the entrance exam for a training program at the Vancouver Community College to become a medical laboratory assistant. She obtained admission to this program but Mr. Talebpourazad refused to pay the tuition fee so she was unable to attend. She reapplied for this program in 2015 and passed the entrance exam but Mr. Talebpourazad again refused to support her efforts to obtain this certification.
- [138] Since their separation, Ms. Bandpey worked for a year at a physiotherapy office but was subsequently laid off. Since then, she works part time, three days a week, four to five hours per day, at a medical imaging clinic operated by friends of hers. She commutes two hours per day by bus to and from her place of work. She is unable to work more hours because she has hearing problems. Is Ms. Bandpey Entitled to Compensatory Spousal Support?

- [139] Ms. Bandpey had an established work history prior to marrying Mr. Talebpourazad. She had an educational background in biology and tried to upgrade her skills to improve her employability. Mr. Talebpourazad twice thwarted these efforts, in 2003 and 2015, by refusing to pay the cost of the program she wished to attend, and qualified for, at the Vancouver Community College. He preferred that she remain at home and take care of all of the cooking, cleaning, laundry, gardening, and childcare of their son. She solely maintained a 5,500 square foot home while caring for their son. Meanwhile, Mr. Talebpourazad worked and travelled extensively.
- [140] I am satisfied that Ms. Bandpey's substantial efforts enabled Mr. Talebpourazad to build a successful business while enjoying the benefits of well kept home and a family. Ms. Bandpey sustained a significant economic disadvantage by removing herself from the workforce during their long, 20-year marriage and Mr. Talebpourazad obtained a significant economic advantage because Ms. Bandpey's efforts facilitated his business success. Her earning potential declined dramatically because of her inability to work during this period and Mr. Talebpourazad's refusal to fund the upgrade of her employment skills.
- [141] I am satisfied that Ms. Bandpey is entitled to compensatory spousal support in order for the parties to equitably share the consequences of their marriage and its breakdown. I am ordering spousal support for seven years, payable as a lump sum. In ordering this amount, I have taken into consideration the division of assets, and I am satisfied that Ms. Bandpey is not receiving double recovery. How Much Income Should be Imputed to Mr. Talebpourazad to Calculate the Amount of Spousal Support Payable to Ms. Bandpey?
- [142] As previously discussed, Mr. Talebpourazad did not adequately disclose his income and assets. He demonstrably, and admittedly, failed to report his worldwide income on his income tax returns. In addition to his admitted failure to report income from his businesses, he did not report rental income from the two apartments he owns in Dubai or the taxable capital gain on the sale of his Port Moody penthouse in 2016.
- [143] He claims to have removed many millions of dollars from his companies but failed to adduce any documentary evidence to support this assertion. His former accountant does not recall seeing transactions of this magnitude flowing through the company ledgers.
- [144] Mr. Talebpourazad somehow accessed or earned millions of dollars. He failed to report amounts of this magnitude on his tax returns and produced no documentary evidence to support these alleged earnings. He claims that by 2011, Mero Engineering was not doing well and lost approximately \$400,000. In 2016, instead of selling this business that supposedly earned substantial profits, Mr. Talebpourazad sold its assets at auction and shut it down. He purports to have retired in 2016 when he ceased operating Mero Engineering but his expenses suggest that he has far more income than he has disclosed. He continued to spend lavishly and acquire more properties, including a waterfront apartment in Yalova, Turkey and a villa in Bodrum, Turkey.

- [145] Mr. Talebpourazad did not comprehensively and accurately disclose his financial affairs. For this reason, his actual income is almost entirely unascertainable. In these circumstances, I rely on the evidence from his Form 8 financial statements to conclude that he is earning at least \$100,000 per year of net additional income based on the aforementioned gap between Mr. Talebpourazad's expenses and income as reported on his Form 8 financial statements.
- [146] Taking into account the asset division, length of marriage, and circumstances of the parties, I am satisfied that Mr. Talebpourazad should pay lump sum spousal support at the mid range for seven years, at \$3,611 per month. This is based on a \$100,000 annual net income for Mr. Talebpourazad and Ms. Bandpey's income of \$13,196. What are the Parties' Obligations for Child Support?
- [147] The parties' son, and the only child they have together, is 21 years old. He attends university full-time in Ontario and will complete his third year of studies in April 2021. The parties agree that he should remain a child of the marriage while obtaining post-secondary education.
- [148] To date, Mr. Talebpourazad has paid most of his son's university tuition and living expenses. He is committed to supporting his son and has the means to do so. Ms. Bandpey also contributed to her son's support from the modest part-time income she earns.
- [149] Ms. Bandpey submits that the parties should pay their son's expenses equally in accordance with the division of assets because Mr. Talebpourazad's income is unascertainable. Mr. Talebpourazad commits to paying their son's expenses on his own in lieu of a specific child support order.
- [150] In my view, it is essential that the parties' son recognize that throughout his life, his mother contributed substantially to the family's income earning and asset accumulation. Her significant homemaking and childcare efforts enabled Mr. Talebpourazad to focus on running a business while enjoying the benefits of a family and a well kept home. Although Mr. Talebpourazad maintained complete control of the family's finances throughout their son's childhood, Ms. Bandpey's efforts facilitated Mr. Talebpourazad's financial success. I determined that she is entitled to one-half of the net family assets. In my view, it is both appropriate and important that she and Mr. Talebpourazad equally share responsibility for paying their son's university and living expenses.
- [151] Mr. Talebpourazad has a daughter from a prior marriage. He is estranged from her but he paid off the \$245,000 student loan she accumulated while studying to become a physician. I am satisfied that the parties in this case have an analogous obligation to their son. Their responsibility to pay his reasonable educational and living expenses will not necessarily end when he completes an undergraduate degree. If he chooses to pursue further studies, the parties must support him while he is in full-time attendance at a post-secondary institution.

- [152] Pursuant to s. 15.1(5) of the DA, I am ordering that the parties contribute equally to their son's reasonable educational and living expenses while he remains in full-time attendance at a post-secondary institution. Costs
- [153] I encourage the parties to come to an agreement on costs. To assist them, I note that Ms. Bandpey was substantially successful at trial. I also direct them to consider my findings on Mr. Talebpourazad's credibility. Furthermore, Mr. Talebpourazad did not disclose the Bodrum villa on his first Form 8 financial statement and admitted understating his net worth by \$800,000. He also admittedly and repeatedly refused to disclose his income and assets. He did not cure these deficiencies during the trial.
- [154] If the parties are unable to agree on the appropriate costs order, they should provide written submissions on costs on an agreed upon timeframe through trial scheduling. If they wish to make oral submissions, they may contact trial scheduling to arrange a date for these submissions. Summary of Orders
- [155] The marriage agreement entered into by the parties on March 17, 1999, is set aside.
- [156] A declaration that Mr. Talebpourazad holds undisclosed foreign assets worth \$1,500,000.
- [157] A declaration that Mr. Talebpourazad has \$600,000 US (\$762,000 CDN) in a bank account in Azerbaijan.
- [158] A declaration that the assets and debts set out below are family assets or family debts: Debts
Assets Real Property Property at 31st Street, West Vancouver, BC, Canada \$3,900,000 415 Hadden Drive, West Vancouver, BC, Canada, net of capital gains tax of \$153,325 \$1,796,675 1505-150 West 15th Street, North Vancouver, BC, Canada, net of capital gains tax of \$65,711 \$924,289 Farm Land 22757 Highway 340, Saskatchewan \$50,000 Unit 1114, Lago Vista B, Dubai Production City, Dubai, UAE \$79,550 Unit 1115, Lago Vista B, Dubai Production City, Dubai, UAE \$79,550 Apartment in Yalova, Turkey \$89,492 Apartment in Cinarcik, Yalova, Turkey \$61,956 Land in Kadikoy, Yalova, Turkey \$389,462 Two-thirds of land in Osmaniye, Turkey \$30,978 Apartment in Osmaniye, Turkey \$20,824 Land and factory in Osmaniye, Turkey \$188,277 Villa in Bodrum, Turkey \$531,789 Imputed undisclosed foreign assets \$1,500,000 Subtotal \$9,642,842 Vehicles 2017 Mercedes Benz S550 \$69,025 2015 Mercedes Benz C200 \$20,000 Subtotal \$89,025 Financial Assets BMO Chequing Account No. ending in 310 \$2,301.29 TD Canada Trust Chequing Account \$5,903.50 BMO Account No. ending in 110 \$1,033.73 IS Turkey TR81 \$626.11 IS Turkey TR12 \$55,000.35 IS Turkey TR71 \$128.96 Amount imputed to Azerbaijani account \$762,000 Cash in safe \$100,000 Subtotal \$926,993.94 Other Assets Rolex watch (women's) \$19,500 Diamond ring \$32,500 Rolex watch (men's) \$29,500 Advance for legal fees \$200,000 Subtotal \$281,500 Secured Debts BMO Mortgage against property at 1505-150 West 15th Street (\$293,493.67) Subtotal, excluding the lines of credit, which are Mr. Talebpourazad's debts alone (\$293,493.67) Unsecured Debts BMO MasterCard (\$1,176.70) Loan from Ana Ghazvahanian (\$6,450) BMO Cash Back World Elite (\$2,949.01) BMO Cash Back World Elite (\$2,220.74) Subtotal (\$12,796.45) Total Assets \$10,940,360.94 Total Debts (\$306,290.12) Net Total Assets \$10,634,070.82 Ms. Bandpey gets: \$5,260,808.31

Mr. Talebpourazad gets: \$5,373,262.51

- [159] The parties will divide the contents of the 31st Street Property by alternating choices with Ms. Bandpey having the first pick.
- [160] Mr. Talebpourazad will transfer his interest in the Hadden Drive property to Ms. Bandpey within 30 days of the date of this order, for her own use absolutely, including entitlement to receive and retain rent.
- [161] Mr. Talebpourazad will vacate the 31st Street Property within 60 days of the date of this order.
- [162] Mr. Talebpourazad will make all necessary interest and other payments on the two BMO lines of credit ensuring that the total balance on them does not exceed \$1,500,000. Alternatively, Mr. Talebpourazad will transfer his interest in the 31st St. property to Ms. Bandpey within 14 days of her paying out the two BMO lines of credit presently registered against the title to this property.
- [163] Ms. Bandpey will have sole conduct of sale of the former family home, the 31st Street Property.
- [164] Ms. Bandpey is entitled to \$2,581,803.93 from the proceeds of sale of the 31st Street Property, being the net value of that property based on the assessed value submitted at trial. If the property sells for more than the assessed value at trial, the parties will split any additional proceeds equally.
- [165] Mr. Talebpourazad will transfer the property at 1505-150 W. 15th St., North Vancouver, BC to Ms. Bandpey within 30 days of the date of this order. Ms. Bandpey will then have the right to retain rental income from this property.
- [166] Once Mr. Talebpourazad transfers the 15th St. property to Ms. Bandpey, she will make her best efforts to transfer the mortgage on that property to her name. Until that is accomplished, she will indemnify and save harmless Mr. Talebpourazad from any expenses relating to that property arising after the date of transfer including, but not limited to, the mortgage, strata fees, and insurance.
- [167] Mr. Talebpourazad will be responsible for the payment of any capital gains tax arising from the disposition of the Hadden Drive property and the 15th St. property.
- [168] Mr. Talebpourazad will retain the following properties for his own exclusive use:
- a) Farm land at 22757 Highway 340, Saskatchewan;
 - b) Apartments 1114 and 1115, Lago Vista B, Dubai Production City, Dubai, United Arab Emirates;
 - c) Land and warehouse, being plot 138, parcel 27, in Merkez, Osmaniye,

- d) Bare land, being plot 361, parcel 30, in Merkez, Osmaniye,
- e) Apartment at Block B 4, parcel 1179, in Merkez, Osmaniye,
- f) His registered interests in three parcels of land on plots 605 and 606, in Kadikoy, Yalova;
- g) Apartment at Block 2, plot 426, parcel 1, Cinarcik, Yalova
- h) Apartment at Block A/2, plot 309, parcel 38, Merkez, Yalova
- i) Villa at Kudur, Yalikavak, Bodrum, Mugla.

[169] Ms. Bandpey will retain the diamond ring and women's Rolex watch for her exclusive use.

[170] Mr. Talebpourazad will retain the men's Rolex watch, the 2017 Mercedes S550, and the Mercedes C 200 (in Turkey) for his exclusive use.

[171] Mr. Talebpourazad will pay lump sum spousal support of \$303,324 to Ms. Bandpey.

[172] Each party shall retain all bank accounts in their name.

[173] The parties will contribute equally to their son's reasonable education and living expenses while he is in full-time attendance at a postsecondary institution.

[174] The parties shall have leave to appear before me respecting the implementation of the terms of this order. "Basran, J."

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE <https://www.bccourts.ca/jdb-txt/sc/21/07/2021BCSC0763.htm>

CASE PAGE <https://chat.esheria.ai/case-law/canada/bandpey-v-talebpourazad-2021>

Prepared on 29 October 2026 · Esheria