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CANADA / JUDGMENT

## Basi v. Basi

2021 BCSC 421

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Supreme Court of British Columbia

DECIDED

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2021 BCSC 421 Basi v. Basi

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Basi v. Basi,

2021 BCSC 421

Date: 20210310

Docket: E191231

Registry: Victoria

Between:

Jacqueline Constance Basi

Claimant

And

Sohan Singh Basi

Respondent

Before: The Honourable Madam Justice Jackson

Reasons for Judgment

Counsel for the Claimant:

M. Norton

Counsel for the Respondent:

J. Monier-Williams

## Place and Dates of Trial:

Victoria, B.C.

January 26--29, 2021

## Place and Date of Judgment:

Victoria, B.C.

March 10, 2021

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## I. INTRODUCTION

[1] In this family law case, the main issues involve the determination and division of family property. The parties were married in May 2007 and separated in July 2016. However, while the parties agree they were in a marriage-like relationship prior to marrying, they disagree about when it began.

## II. WHEN DID THE PARTIES' MARRIAGE-LIKE RELATIONSHIP BEGIN?

## A. Legal Principles

[2] Family property includes all real property and personal property owned by at least one spouse on the date of separation: Family Law Act, S.B.C. 2011, c. 25 [FLA], s. 84(1)(a). Property acquired by a spouse before the relationship began, or property derived from such property, is excluded but the amount by which the value of excluded property has increased since, relevant to this case, the date the relationship between the spouses began, is considered family property: FLA, ss. 84(2)(g), 85(1). In order to determine what property constitutes family property, and whether the respondent has proven his excluded property claim, I must first decide when the parties' relationship began.

[3] Section 3 of the FLA sets out when a relationship between spouses begins:

3(1) A person is a spouse for the purposes of this Act if the person

- (a) is married to another person, or
- (b) has lived with another person in a marriage-like relationship, and
  - (i) has done so for a continuous period of at least 2 years, or
  - (ii) except in Parts 5 [Property Division] and 6 [Pension Division], has a child with the other person.

(2) A spouse includes a former spouse.

(3) A relationship between spouses begins on the earlier of the following:

- (a) the date on which they began to live together in a marriage-like relationship;
- (b) the date of their marriage.

[Emphasis added.]

[4] Each relationship is different. A determination of whether a relationship is marriage-like at a given time requires a holistic approach and is often analysed by testing the expressed subjective intentions of the individuals against objective evidence regarding their lifestyle and interactions, including the presence or absence of indicators commonly accepted as behaviour society associates with a marital relationship: *Weber v. Leclerc*, 2015 BCCA 492 at para. 24, leave to appeal ref'd [2016] S.C.C.A. No. 19; *Austin v. Goerz*, 2007 BCCA 586 at paras. 58, 62; *Dey v. Blackett*, 2018 BCSC 244 at paras. 192-196.

[5] Factors that have been considered in analyzing whether a relationship is marriage-like include shared shelter, sexual involvement, personal behaviour, household services, social activities, economic support, financial integration, attitude and conduct towards children, and how they presented themselves to the outside world: *M. v. H.*, [1999] 2 S.C.R. 3 at para. 59, 171 D.L.R. (4th) 577; *Molodowich v. Penttinen* (1980), 17 R.F.L. (2d) 376 at 381-382, [1980] O.J. No. 1904 (S.C.). These factors are not to be applied as a "checklist" but are helpful to consider in the overall analysis: *Dey* at para. 193.

## B. Analysis

- [6] The parties met in May 2004. The claimant was living in a rental suite in Victoria owned by a family member and the respondent was living in a house he co-owned with his mother (the "Teakwood Property"). At that time, the respondent had a shared parenting time arrangement for his young daughter from a previous relationship, which included alternating weekends and every Tuesday from after school until Wednesday morning school drop off.
- [7] The respondent's position is that the parties' marriage-like relationship began on September 1, 2006 when the parties began living together in a home they purchased together in June 2006 (the "Trafalgar Property"). The claimant's position is that their marriage-like relationship began more than a year earlier, when she moved into the Teakwood Property after the respondent's mother had moved out in May 2005. According to the respondent's testimony at trial, his mother did not move out until the fall of 2005 and the claimant did not move in with him until they moved into the Trafalgar Property together.
- [8] Credibility and reliability are related but distinct concepts: *Chapman v. Chapman*, 2020 BCSC 1029 at paras. 56-58; *United States v. Bennett*, 2014 BCCA 145 at para. 23. Unreliable evidence includes bare assertions without content or explanation, answers that are incomplete, and testimony given by a witness who is selective in the information they disclose: *Bennett* at para. 26.
- [9] I find the respondent's testimony that his mother did not move out until the fall of 2005 to be unreliable. At his examination for discovery, the respondent's recollection about when his mother moved out was sufficiently uncertain that he accepted the suggestion put to him that his mother had moved out in May 2005. I reject the suggestion that the respondent did so simply in order to avoid conflict with the claimant's lawyer during the discovery process. The evidence before me demonstrates the respondent has extensive experience in handling himself, and instructing counsel, in the context of adversarial litigation given parenting arrangements involving his daughter which involved significant conflict and extensive involvement of the court.
- [10] In contrast, the claimant's testimony about when the respondent's mother had moved out and she had moved in was internally consistent. Her version of events was also in harmony with evidence on other points, such as her testimony that she had held onto her rental apartment for a couple of months after moving into the Teakwood Property, in case the relationship hadn't worked out, but had finally released it in July 2005.
- [11] A move-out date of May 2005 is also consistent with the timeline supported by other evidence. The respondent's testimony was that he learned in January or February 2005 (when he received the property tax assessment) that his mother had transferred her one-half interest in the Teakwood Property to the respondent's brother and that a rift between he and his mother developed in the weeks that followed, culminating in his mother moving out. (The respondent later purchased his brother's half interest in the Teakwood Property.)

In addition, the evidence reflects that by July 2006 the claimant was receiving her mail at the Teakwood Property. Even the contract of purchase and sale for the Trafalgar Property, which was signed in June 2006, reflects that both parties were living at the Teakwood Property at least by that date (contrary to the respondent's testimony). Whether the evidence of a witness harmonizes with other independent evidence is a factor to consider in assessing credibility: *Bradshaw v. Stenner*, 2010 BCSC 1398 at para. 186, *aff'd* 2012 BCCA 296.

- [12] Based on a consideration of the overall evidence, I find it is more probable the respondent's mother moved out of the Teakwood Property in May 2005 and that the claimant moved in at that time.
- [13] However, living together is only one factor to be considered in determining when the parties' marriage-like relationship began.
- [14] The respondent argues their marriage-like relationship could not have begun in May 2005 because the claimant was not divorced from her previous husband until March 2006. I disagree with that reasoning and note no judicial support for that position was provided. The existence of a legal bar to the solemnization of a marriage does not preclude a factual finding that the nature of the parties' relationship was marriage-like in May 2005: *Connor Estate*, 2017 BCSC 978 at para. 44; *Austin* at paras. 40-41, 51. Although both *Connor Estate* and *Austin* are estate cases, the language of the estates legislation and family law legislation with respect to marriage-like relationships in British Columbia have consistently mirrored one another. Further, the FLA does not include specific exclusionary language precluding someone who is legally married to one person from simultaneously being in a marriage-like relationship with someone else.
- [15] Both parties testified they believed it was important to be sure about their relationship before the claimant became involved in the life of the respondent's young daughter. Nonetheless, beginning in September 2004, the claimant's role included driving the respondent's daughter to school on Wednesday mornings. She also became heavily involved in the life of the respondent's daughter in other ways, including teaching her to swim, taking her to various events and activities, and shopping for some of her clothes.
- [16] In addition, in the months before the parties jointly purchased and moved into the Trafalgar Property, the parties were discussing their shared intention to purchase a property together. I find discussions about such a shared intention to be consistent with the development of a marriage-like relationship between them. Further, in preparation for the move to the Trafalgar Property, the claimant contributed to improvements to the Teakwood Property.
- [17] Moreover, by May 2005 the parties' relationship involved a monogamous sexual dimension. The claimant also contributed financially to the parties' joint life together by purchasing all the groceries for the family. Overall, by May 2005 the claimant had become fully integrated into the family unit.

- [18] Although the respondent argues the fact that the parties did not intermingle their finances or open joint bank accounts is inconsistent with a finding that the parties had begun a marriage-like relationship by the spring of 2005; financial interdependence is only one factor to consider and is not an essential characteristic of modern marriage-like relationships: Weber at para. 12; Dey at para. 194. Moreover, the parties continued to maintain their own bank accounts even after their marriage in May 2007.
- [19] Considering the evidence overall and taking a holistic approach to the nature of the parties' relationship, I find their marriage-like relationship began in May 2005. Therefore, the parties' relationship began in May 2005: FLA, s. 3(3).
- [20] In closing submissions, the respondent argued that if I found the parties' relationship began in May 2005, as a consequence, a portion of the value of the claimant's previous family residence (the "Torrington Property") would also be considered family property in this case. I reject that argument for several reasons. First, that issue was not pleaded, nor was it canvassed during direct or cross-examination of either party. Second, there is no evidence indicating that any portion of the claimant's property division from her previous marriage was attributable to an increase in value of the Torrington Property after the parties' relationship began. As a result, there is no need for me to address this issue in my reasons.

### III. DETERMINATION OF FAMILY PROPERTY

#### A. Legal Principles

- [21] Upon separation, each spouse has a presumptive right to a one-half interest in all family property as a tenant in common and is equally responsible for family debt: FLA, s. 81. Family property includes all real and personal property a spouse owns or has a beneficial interest in at the date of separation, as well as property acquired after separation, if it is derived from family property owned at separation: FLA, s. 84(1). Family debt is debt incurred by either or both spouses between the time their relationship began and their date of separation, as well as debt incurred post-separation for the purpose of maintaining family property: FLA, s. 86. Unless an agreement or order provides otherwise, and except for pension benefits for which a particular division regime is provided in Part 6 of the FLA, the value of family property and debt is to be based on its fair market value and determined as at the trial date: FLA, s. 87.
- [22] Excluded property, as that term is defined in the FLA, includes property acquired before the relationship began and property derived from excluded property, and does not form part of the family property: FLA, s. 85(1). However, the growth in value of excluded property during the relationship is considered family property: FLA, s. 84(2)(g).

- [23] A spouse who claims property is excluded property is responsible for demonstrating, on a balance of probabilities, the basis for and extent of the exclusion and, if property is derived from that exclusion, that the exclusion can be traced into property that existed at the date of separation: FLA, ss. 85(1)(g), 85(2). The absence of an evidentiary basis to trace previously held excluded property into currently held property may defeat a claim that the derivative property is excluded: *Asselin v. Roy*, 2013 BCSC 1681 at paras. 106, 210.
- [24] The parties separated on July 13, 2016, and at that time owned a property in Cobble Hill, BC (the "Peerless Property"). As property owned by the parties at the date of separation, the Peerless Property is family property, and each of the parties is presumptively entitled to a one-half interest in it, which practically speaking means one-half of its equity after the family debt is cleared[1], unless the respondent establishes some portion of its value is his excluded property.

B. Has the Respondent Proven his Excluded Property Claims?

1. Equity in the Peerless Property

- [25] The respondent claims \$242,930 of the value of the Peerless Property is his excluded property on the basis that it is property derived from and can be traced to his excluded property, namely a portion of the proceeds of sale of the Teakwood Property. More particularly, he claims the following monies were originally his excluded property:
- a) \$10,000 paid as the deposit on the Trafalgar Property, paid from the line of credit secured against the Teakwood Property;
  - b) a further \$197,930 applied towards the purchase of the Trafalgar Property; and
  - c) \$35,000 paid onto the parties' joint line of credit on September 7, 2006.
- [26] Subsequent to the sale of the Teakwood Property, the parties jointly purchased and lived in two different houses over the course of their relationship. The respondent argues his excluded property value "travelled from one property to the next" and is preserved within the overall value of the Peerless Property. The claimant disputes that any part of the value of the Peerless Property is the respondent's excluded property.
- [27] To determine whether the respondent has proven his excluded property claim it is necessary for me to consider whether the payments referred to above are properly characterized as the respondent's excluded property and, if so, whether they can be traced to the Peerless Property.
- a) Arrangements surrounding the purchase of the Trafalgar Property
- [28] The circumstances surrounding the parties' purchase of the Trafalgar Property are relevant to a determination of the respondent's claim for excluded property. In February 2006, this Court issued reasons for judgment determining how the claimant's family assets from her previous marriage were to be divided, including her former matrimonial residence, the

Torrington Property. Around the same time, the parties decided to look for a home closer to the respondent's daughter's school. In the months preceding the move, both parties contributed--in time and money--to renovations and improvements of the Teakwood Property.

- [29] In May 2006, the sale agreement for the Torrington Property was signed. As a result, by that time the claimant understood she could expect to net approximately \$100,000 as her share of the family assets from her previous marriage. With the benefit of that knowledge, in June 2006 the parties signed an agreement to purchase the Trafalgar Property for \$400,000, subject to the sale of the Teakwood Property. In July 2006, the claimant received \$101,000, as she had expected, for her share of her previous family property via two cheques, both of which she endorsed and turned over to the respondent, who in turn deposited them in his own account. Except for approximately \$200 in a bank account, the \$101,000 was everything the claimant owned.
- [30] The respondent testified he withdrew \$10,000 from the line of credit secured against the Teakwood Property to pay a \$10,000 deposit on the purchase of the Trafalgar Property. The line of credit statements for that time period were not tendered in evidence and so his evidence on that point is unsupported. I observe, however, that the purchaser's statement of adjustments for the Trafalgar Property, reflects the deposit being paid by the "purchaser" and lists the "purchaser" as being both parties.
- [31] The closing date for the Trafalgar Property purchase was August 31, 2006, and the parties took title as joint tenants. The claimant gave no instructions to the law firm that handled the Trafalgar Property purchase; the respondent directed all of the financial arrangements related to its acquisition, as well as the instructions related to the sale of the Teakwood Property, which closed on the same date. A \$10,000 deposit was paid towards the purchase of the Trafalgar Property with the remainder financed through a secured \$200,000 joint line of credit and \$197,930.27 in cash, which the respondent directed be transferred directly from the sale proceeds of the Teakwood Property.
- [32] The respondent says the parties agreed he would provide the roughly \$200,000 towards the purchase of the Trafalgar Property, and that the claimant would provide her \$101,000 as a contribution towards future household expenses, and not towards the acquisition of the Trafalgar Property. The respondent argues he "made it clear that he did not intend for the claimant to share in his real property prior to their purchase of a property together", namely the Trafalgar Property. The respondent argues the direct transfer of the \$197,930.27 of the Teakwood Property proceeds towards the purchase of the Trafalgar Property is evidence of that intention.

- [33] The claimant testified she provided her \$101,000 to the respondent as her contribution to the purchase of the Trafalgar Property, being half of the approximately \$200,000 the parties put towards its purchase. The claimant denies there was any agreement between them that either of their financial contributions towards the purchase of the Trafalgar Property would remain their exclusive property going forward.
- [34] In closing arguments the respondent argued the claimant's \$101,000 contribution could be considered her excluded property, but only if his exclusions of \$200,000 plus \$35,000 plus \$10,000 were allowed. While that may be a position the respondent could advance during settlement discussions, the legal determination of those two issues at trial are not tethered together. Rather, the issue of whether either of the parties have proven excluded property claims is to be independently assessed based on an application of the facts to the governing provisions of the FLA.
- [35] After considering all of the evidence, I find that at the time the parties purchased the Trafalgar Property, the respondent intended to pool his money with the claimant's in order to purchase the Trafalgar Property, and that he did not intend to keep his contribution separate. I come to this conclusion for several reasons.
- [36] During his testimony the respondent described the purchase of the Trafalgar Property as the parties' "coming together" to buy something after both the Teakwood Property and the claimant's former family residence had been sold. Such a description is inconsistent with the suggestion that the claimant made no contribution towards the purchase of the Trafalgar Property. Further, the parties took title to the Trafalgar Property as joint tenants, evidencing their intention to jointly purchase the property.
- [37] In addition, although the respondent argues he "made it clear" he did not intend the claimant to share in any real property he owned before the purchase of the Trafalgar Property, the parties had no discussions about how their respective financial contributions would be treated or about what would happen to their family property upon the breakdown of the relationship until the year leading up to their separation.
- [38] Although the respondent argues his intention was implied and can be inferred from the way the parties structured their financial arrangements, the respondent's position that the claimant's \$101,000 was intended to be a contribution to household expenses rather than the acquisition of the Trafalgar Property is not supported by the evidence. The claimant's \$101,000 was everything she had at the end of her 18 year marriage. She testified, and I accept, it was provided to the respondent as a contribution towards the parties' joint purchase of the Trafalgar Property, and not simply a contribution towards future household expenses.
- [39] While the claimant acknowledged the respondent paid for many of the household expenses, her testimony, which I accept, is that she contributed to those expenses paid for by the respondent, by providing him with funds, sometimes in cash and sometimes by cheque, over the course of their relationship. While the respondent testified on direct examination

that he received no such contributions from the claimant and that the only deposits into his bank account were either paycheques or transfers from the joint line of credit, the claimant produced an example of such a cheque. Further, on cross-examination the respondent admitted he could not account for all of the deposits going into his bank account and was unsure where the money had come from. In addition, both parties acknowledge the claimant paid for all of the groceries, expenses related to the car she primarily drove, and various other expenses for the benefit of the respondent's daughter so it cannot be said the respondent paid for all of the household expenses.

- [40] Over the course of their relationship, the parties worked jointly to improve first the Teakwood Property, then the Trafalgar Property, and finally the Peerless Property. Each contributed what they were able towards the household expenses. They equally took on the debt associated with both the Trafalgar Property and the Peerless Property. The nature of their financial arrangements was in all respects a shared one, even if their respective financial contributions may not have been equal. There is a clear intention in the FLA for spouses to equally share family property regardless of unequal contribution: s. 81(a).
- [41] The facts of this case are similar to those before Justice Armstrong in *Wickstrom v. Ng*, 2019 BCSC 1685. Like the respondent in this case, the respondent in *Wickstrom* argued his contribution towards the purchase of a property registered in both spouses' names was his excluded property. Justice Armstrong observed that the respondent had not acted to protect his investment in the family home by requiring the claimant to acknowledge that no gift of the excluded property was intended: at para. 148. Similarly, in this case, at the time the Trafalgar Property was purchased there was no acknowledgement by the claimant that the respondent's contribution was to remain his exclusive property.
- [42] I find the direction to pay \$197,930.27 of the Teakwood Property proceeds as a direct transfer to the purchase of the Trafalgar Property was done as a matter of convenience, given the mutual closing dates for both the sale of the Teakwood Property and the purchase of the Trafalgar Property. I find that transfer was not directed by the respondent with the intention of preserving a property exclusion solely for his benefit.
- [43] Beyond the fact that I find the respondent did not intend to maintain a separate and exclusive interest in his contribution to the purchase of the Trafalgar Property, I am also not satisfied the sale proceeds of the Trafalgar Property were the respondent's excluded property to begin with. The respondent testified that he acquired his brother's half interest in the Teakwood Property for \$215,000 in December 2005, based on an appraisal which was not produced at trial and therefore I am left only with the respondent's evidence to support that value. However, the Teakwood Property had been appraised at \$380,000 in the fall of 2004. Further, according to the respondent's own testimony, housing prices in Victoria were increasing significantly around this time and as a result, he was anxious to conclude the acquisition of his brother's interest as soon as possible. The Teakwood Property sold for \$480,000 in August 2006. While the state of the evidence before me does not allow me to determine the exact value of the Teakwood Property in May 2005 when the parties' marriage-

like relationship began, I find it is probable some portion of the Teakwood Property proceeds were the result of an increase in its value subsequent to May 2005, and therefore would be considered family property.

[44] As a result of my conclusion that the respondent intended to pool his money with the claimant's in order to purchase the Trafalgar Property, it is not necessary for me to turn to the presumption of advancement: *Wu v. Sun*, 2010 BCCA 455 at para. 18.

[45] As a result, I conclude that neither the \$10,000 deposit on the Trafalgar Property nor the \$197,930.27 paid towards its purchase are the respondent's excluded property.

b) The \$35,000 payment onto the parties' joint line of credit

[46] When the Teakwood Property sold in August 2006, the respondent directed that \$37,229.45 of the sale proceeds be deposited into his bank account. The respondent claims a \$35,000 payment onto the parties' joint line of credit on September 7, 2006, was made using those sale proceeds and was his excluded property. He claims an equivalent exclusion in the value of the Peerless Property on the basis that it is property derived from his excluded property.

[47] When the \$37,229.45 was deposited into the respondent's bank account, it was intermingled with money that included the claimant's \$101,000. While the intermingling of money alone will not necessarily preclude a tracing, I find the respondent has failed to establish on a balance of probabilities that when he deposited the \$37,229.45 and mixed it with the claimant's \$101,000, that he nonetheless intended to maintain an exclusive interest in them: *Namdarpour v. Vahman*, 2019 BCCA 153 at para. 46.

[48] I find the respondent has failed to establish on a balance of probabilities that any of the Peerless Property value is derived from his excluded property.

## 2. The Respondent's RRSPs

[49] The respondent also claims RRSPs he owned as at the date of separation and which he acquired prior to his relationship with the claimant are his excluded property; however, he concedes the increase in their value since the beginning of the parties' relationship is family property. I agree, as does the claimant. As at December 31, 2005[2], the respondent's RRSPs were valued at \$18,965.53. When the respondent withdrew the RRSPs in 2019, the pre-tax value was \$24,941.95. The \$5,976.42 increase in the value of the RRSPs since the parties' relationship began is family property.

## C. Conclusion on Family Property

[50] The respondent has not met his burden, as set out in s. 85(2) of the FLA, to prove an excluded property claim in respect of any portion of the Peerless Property. It is family property.

- [51] The respondent has established an excluded property claim for the value of his RRSPs as at December 31, 2005, as agreed to by the claimant. The increase in value of the RRSPs from that date until separation (\$5,976.42) is family property.
- [52] It was unclear to me based on the state of the evidence whether the claimant had contributed to CPP, but any credits accrued during the relationship by either party are family property.
- [53] The respondent earned a pension with Canada Post. The portion of his Canada Post pension which accrued over the course of the parties' relationship is family property: FLA, ss. 84(2) (e), 111. The respondent contributed to his Canada Post pension from 1981 until his retirement in 2013. The parties' relationship spanned 8 years of those 32 years of contribution (2005 to 2013), so 8/32 of the respondent's Canada Post pension is family property.

#### IV. DIVISION OF FAMILY PROPERTY

- [54] Both parties agree the family property ought to be divided equally. I agree.
- [55] The parties agree the Peerless Property should be sold. Based on the evidence and submissions at trial, I agree such an order is appropriate. I order the Peerless Property to be sold and, once the family debt is satisfied, the proceeds of sale are to be divided equally between the parties.
- [56] The parties agree to apply a 25% taxation rate to the family property consisting of the increase in the value of the RRSPs. I agree this is reasonable. Discounting the increase in the value of the respondent's RRSPs (\$5,976.42) by 25% results in a shareable after-tax value of approximately \$4,482, with the claimant's one-half share being \$2,241.
- [57] I order that the parties' respective Canada Pension Plan credits accrued between May 2005 and July 16, 2016, be divided equally.
- [58] The claimant is entitled to one-half of the portion of the respondent's Canada Post pension which is family property (8/32, as determined above). This means the claimant has approximately a 12.5% interest in the pension. The parties agree the respondent has, subsequent to the parties' separation, received \$153,792.53 from his Canada Post pension, and the claimant is therefore entitled to \$19,224.06 for her share of the respondent's past pension benefits, which is taxable in her hands. The parties are again agreeable to applying a 25% tax rate discount, resulting in the respondent owing the claimant \$14,418 as her share of the respondent's past pension benefits up to and including January 2021. The parties are agreeable to the claimant receiving her share of the respondent's past pension benefits by way of a compensation order under s. 97(2)(c) of the FLA, and I so order.
- [59] I also order the claimant is entitled to 12.5% of the respondent's pension going forward, with the pension plan administrator to administer this division beginning February 2021 (making any required adjustments based on the date of these reasons), as agreed to by the parties.

## V. SPOUSAL SUPPORT

[60] The parties agree that division of the respondent's Canada Post pension satisfies the objectives underlying any award for spousal support under the FLA and the Divorce Act, R.S.C. 1985, c. 3 (2nd Supp.). Having divided the respondent's Canada Post pension based on the formula both parties adopt, I therefore make no award of spousal support.

## VI. DIVORCE

[61] The parties seek a divorce. There are no children of the marriage, although there are children from the parties' previous relationships. I am satisfied the parties' marriage has irreconcilably broken down and that there are no statutory bars to granting the divorce they seek. Based on the period of their separation I therefore grant them a divorce pursuant to s. 8 of the Divorce Act, which will take effect on the 31st day after the date of this judgment in accordance with the Divorce Act, s.12.

## VII. COSTS

[62] The primary issues in dispute for this trial were the date the parties' marriage-like relationship began and whether the respondent had excluded property. The claimant was the successful party and would normally be entitled to her costs of this action, which I find to have been of ordinary difficulty: Supreme Court Family Rules, R. 16-1(7), Appendix B s. 1(1). However, if there are matters relevant to the determination of costs which either of the parties wish to bring to my attention, they may contact Supreme Court Scheduling within 30 days of this judgment in order to make arrangements to appear before me to speak to the issue at a convenient date.

"Jackson J."

[1] In this case, the family debt is the amount owing on their joint line of credit as at the date of separation. The parties agree and I find that since their date of separation each of them has increased that family debt by an equal amount. As a result, I find each party remains responsible for half the total amount of the joint line of credit as at the date of trial.

[2] Although December 31, 2005 post-dates the start of the relationship as I have determined it, during closing submissions the claimant indicated she was content to use the December 31, 2005 as the date for determining the initial value of the respondent's RRSPs.

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