

CANADA / JUDGMENT

Bekar v. Mordo

2025 BCSC 1843

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Supreme Court of British Columbia

DECIDED

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2025 BCSC 1843 Bekar v. Mordo

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Bekar v. Mordo,

2025 BCSC 1843

Date: 20250924

Docket: E242764

Registry: Vancouver

Between:

Jada Jane Bekar also known as Jada Jane Mordo

Claimant

And

Alexander Mordo, also known as Alex Mordo, also known as Alexandro Mordo,

Mordo Holdings Ltd. and Mordo Principal Residence Trust

Respondents

Before: The Honourable Mr. Justice Milman

Reasons for Judgment

Counsel for the Claimant:

T.H. Hopman

O. Raoufian, Articled Student

Counsel for the Respondents:

F. Lamer

Place and Date of Hearing:

Vancouver, B.C.

August 26, 2025

Place and Date of Judgment:

Vancouver, B.C.

September 24, 2025

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I. Introduction

[1] Before the Court are two interlocutory applications in this highly unusual matrimonial action.

[2] Perhaps the most unusual feature of this case, although there are many, is the enormous age gap between the parties. The claimant, Jada Jane Bekar, is 23; the respondent, Alexander Mordo, is 77. They met in late 2020 through an online dating website called "Seeking Arrangement" which, according to Mr. Mordo, assists "sugar babies" to connect with "sugar daddies/mommas". Both parties accuse the other of embarking on the relationship for predatory purposes. What is clear is that the relationship was a relatively brief and tumultuous one. They began cohabiting in March 2021, were married on April 4, 2023, and

separated permanently in November 2024. There are no children.

- [3] In her application, Ms. Bekar seeks interim spousal support and production of further financial documents. In summary, she says that, having regard to Mr. Mordo's lifestyle and spending pattern, an annual income of \$2.45 million should be imputed to him and that he should, on that basis, be ordered to pay her the following amounts:
- a) \$12,025 per month in interim spousal support;
 - b) \$100,400 in retroactive interim spousal support for the eight months that have elapsed since the parties' separation, payable prospectively in installments of \$10,000 per month;
 - c) a lump sum of \$17,013.16 for her tuition at a foreign fashion school for the coming academic year; and
 - d) a lump sum of \$3,000 for orthodontic treatment.
- [4] Mr. Mordo disputes that any such income can properly be imputed to him. He has been retired for many years and reports only a modest income. He has been able to maintain an opulent lifestyle primarily by selling off his capital assets from time to time. He argues that, because spousal support is payable from income as opposed to capital, Ms. Bekar is improperly seeking an advance on the future division of assets in the guise of interim spousal support. He adds that her current financial needs can be met by working, seeking support from her wealthy family, or by selling the many expensive gifts he gave her during the relationship.
- [5] In addition, Mr. Mordo has brought an application of his own seeking to set aside a protection order that Ms. Bekar obtained on October 24, 2024, without notice to him, on the basis that Ms. Bekar misled the court in obtaining it. Mr. Mordo also seeks to have Ms. Bekar return the parties' dog, Frankie. He contends that Ms. Bekar made a false complaint to the police alleging that he had breached the protection order so that she could use the opportunity to remove Frankie from the former family home while Mr. Mordo was in police custody as a result of that complaint.
- [6] Ms. Bekar opposes Mr. Mordo's application, arguing that:
- a) the protection order was properly sought and granted to protect her from family violence, with no material non-disclosure; and
 - b) Frankie has always been her dog and should remain with her.
- [7] For the reasons that follow, I have concluded that Ms. Bekar's application should be allowed in part and Mr. Mordo's application should be refused.

II. Ms. Bekar's Application

A. Interim Spousal Support

i. Legal Framework

- [8] Ms. Bekar seeks relief under s. 15.2(2) of the Divorce Act, R.S.C. 1985, c. 3 (2nd Supp.), which permits the court to order interim spousal support to achieve one or more of the following objectives set out in s. 15.2(6):
- (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.
- [9] The factors to be considered in deciding whether interim spousal support should be ordered were conveniently summarised in *Robles v. Kuhn*, 2009 BCSC 1163 at para. 12, cited with approval in *Devathasan v. Devathasan*, 2017 BCSC 1010 at para. 128:
1. On applications for interim support the applicant's needs and the respondent's ability to pay assume greater significance: *Gibb v. Gibb*, [2005] B.C.J. No. 2730 (S.C.);
 2. An interim support order should be sufficient to allow the applicant to continue living at the same standard of living enjoyed prior to separation if the payor's ability to pay warrants it: *Grossi v. Grossi*, [1993] B.C.J. No. 878 (S.C.);
 3. On interim support applications the court does not embark on an in-depth analysis of the parties' circumstances which is better left to trial. The court achieves rough justice at best: *Randhawa v. Randhawa*, [1999] B.C.J. No. 3299; *Newson v. Newson*, [1998] B.C.J. No. 2906, 65 B.C.L.R. (3d) 22 (C.A.);
 4. The courts should not unduly emphasise any one of the statutory considerations above others;
 5. On interim applications the need to achieve economic self-sufficiency is often of less significance;
 6. Interim support should be ordered within the range suggested by the Spousal Support Advisory Guidelines unless exceptional circumstances indicate otherwise: *Ladd v. Ladd*, [2006] B.C.J. No. 1930, 2006 BCSC 1280 (S.C.);
 7. Interim support should only be ordered where it can be said a *prima facie* case for entitlement has been made out: *LG.B. v. M.A.C.M.*, [2005] B.C.J. No. 2966, 2005 BCSC 1786 (S.C.);

8. Where there is a need to resolve contested issues of fact, especially those connected with a threshold issue, such as entitlement, it becomes less advisable to order interim support: L.G.B.
- [10] In *Toye v. Toye*, 2010 BCSC 1118, Associate Judge Keighley summarised the principles applicable on an application of this kind as follows:
- [10] The object of an interim support order must be to establish appropriate arrangements with as little prejudice to the potential outcome of the case as possible. Interim orders are only intended to be short term to bridge the gap to trial when a decision may be made on the merits: *Randhawa v. Randhawa*, [1999] B.C.J. No. 1082, 49 R.F.L. (4th) 144 (B.C.S.C.).
- [11] The primary considerations, on an interim application, are need and ability to pay. Where the parties, during the marriage, established a certain standard of living and pattern of spending, however, the interim award should be sufficient to allow the applicant to retain that standard if the ability to pay warrants it: *Grossi v. Grossi*, [1993] B.C.J. No. 878 (B.C.S.C.). The applicant is not entitled to an award of support however, which would allow extravagant spending.
- [12] The proximity of the application to trial is in issue. In the case of *Miklosko v. Miklosko*, 2007 BCSC 524, [2007] B.C.J. No. 796, the court found that where the trial was only seven months away, the issue of entitlement should be left to trial.
- [13] Because interim orders are only temporary, the legal tests invoked are not always the same as those considered on an application for a final order. Interim proceedings are summary in nature and provide rough justice at best. Interim proceedings cannot be bogged down with the merits of the case: *Newson v. Newson*, [1998] B.C.J. No. 2906, 65 B.C.L.R. (3d) 22 (B.C.C.A.).

ii. Ms. Bekar's Need

- [11] Relying on those principles, Ms. Bekar seeks interim spousal support in an amount that will allow her to maintain the lifestyle that the parties enjoyed during the relationship. While the parties were together, she says, Mr. Mordo encouraged her to spend \$10,000 per month on her own rental accommodation, at his expense. He took her travelling and regularly gave her expensive gifts, such as jewelry, watches and handbags. They frequently dined together at expensive restaurants.
- [12] Ms. Bekar has yet to enter the workforce. She has no steady source of income. Before the relationship, she was studying anthropology at the University of British Columbia. She says that Mr. Mordo discouraged her from working. Moreover, she says, he persuaded her to change her career path and enrol at an international fashion school based in Istanbul, Turkey, but has now refused to continue funding her tuition there. In addition to regular monthly spousal support payments, she seeks two lump sums to cover her tuition for the current year at that school and the cost of orthodontic treatment she is receiving.

[13] Ms. Bekar argues that this case falls within an exception to the Spousal Support Advisory Guidelines [SSAG] recognised in cases such as *Singh v. Singh*, 2013 ONSC 6476. There, at para. 77, the court opted to depart from the SSAG in what are said to be similar circumstances, relying on the following commentary by the SSAG authors:

We do recognize, however, that there is a specific problem for shorter marriages where the recipient has little or no income. In these shorter marriage cases, the formula may generate too little support for the low income recipient even to meet her or his basic needs for a transitional period. The amount required to meet those basic needs will vary from big city to small city to town to rural area. Whether restructuring provides a satisfactory outcome, i.e. more support for a shorter time, will depend upon where the recipient lives. Thus the problem for these short-to-medium-marriage-low-income cases is most acute in big cities.

We did not wish to change the structure of the formula itself for this one sub-set of cases. The best approach to these cases was to create a carefully-tailored exception -- the basic needs/undue hardship exception for short marriages.

[14] Mr. Mordo takes a very different view of Ms. Bekar's current needs. In his submission, Ms. Bekar has available to her the following sources of revenue:

- a) she could sell the many gifts he gave her during the relationship, which are worth, by his reckoning, more than enough to cover her expenses;
- b) she comes from a wealthy family; and
- c) she is capable of working (indeed, he says, she has, by her own account, previously earned income occasionally as a paid escort) and therefore ought to be imputed an income of \$30,000.

[15] I accept that that Ms. Bekar's situation falls within the "basic needs/undue hardship" exception identified in *Singh*. I disagree with Mr. Mordo that her needs can be met adequately as he suggests, at least not entirely and certainly not on an ongoing basis. He cannot be relieved of his support obligations merely because she may have wealthy relatives. Although she could raise additional funds by selling the remaining gifts in her possession, the amounts available to her by those means are limited and, in any event, disputed. She began a new academic program during the relationship at Mr. Mordo's suggestion. Her courses are offered online but sessions occur overnight, due to the time difference. This makes it difficult, although not impossible, for her to work.

[16] For those reasons, I am satisfied that Ms. Bekar has demonstrated an entitlement to spousal support based on need, particularly in this interim period before trial, when she will be required to pay legal fees to advance her claims in this litigation. The steep drop in her standard of living brought about by the breakdown of the relationship ought to be ameliorated at least to some extent, insofar as it is within Mr. Mordo's means to do so.

iii. Mr. Mordo's Ability to Pay

[17] Mr. Mordo says that he has very little income to draw upon to pay spousal support. For the years 2020-2023, his reported line 15000 income was as follows:

Year

Line 15000 Income

2020

\$38,103

2021

\$29,068

2022

\$123,533

2023

\$22,164

[18] The higher level of income that he received in 2022 was, he says, primarily attributable to a one-time, non-recurring capital gain in the amount of \$102,106.18.

[19] Mr. Mordo acknowledges that he also has access to the income generated by two wholly owned entities, Mordo Holdings Ltd. ("MHL") and the Mordo Principal Residence Trust ("MPRT"), both of which hold a portfolio of real properties. According to Mr. Mordo, those entities earned income (or incurred losses) in 2023 and 2024 as follows:

Entity

2023 Net Income/

(loss)

2023 Amortization

2023 Guideline Income

2024 Net Income/

(loss)

2024 Amortization

2024 Guideline Income

Mordo Holdings Ltd.

(\$19,871)

\$65,439

\$45,568

(\$20,617)

\$60,234

\$39,617

Mordo Principal Residence

(\$198,748)

\$79,716

(\$119,032)

(\$13,225)

NIL

(\$13,225)

[20] On that basis, Mr. Mordo says that his combined income should be assessed at no more than \$64,000, yielding spousal support payable pursuant to the SSAG at the mid-range amount of \$174 per month (assuming an income of \$30,000 is imputed to Ms. Bekar; if no income is imputed to her, then the support payable should be \$327 per month at the mid-range). In either case, support would be payable for a maximum of 3.5 years.

[21] However, Mr. Mordo has not been living off that income by itself. He pays most of his expenses by periodically selling off capital assets. That process began when he caused MHL to be incorporated in 2021. At that time, he transferred title to several properties to MHL in exchange for a shareholder loan. The balance owing to him on that loan has gradually been declining as MHL continues to repay the loan over time, with the following amounts remaining owing to him as of the following times:

- a) \$2,253,414 as of December 31, 2022;
- b) \$1,228,373 as of December 31, 2023; and
- c) \$708,090 as of December 31, 2024.

[22] From these figures, it emerges that Mr. Mordo has drawn down his shareholder loan, on a tax-free basis, by a total of \$1,545,324 during that time. In addition, over the same period, he also drew \$115,796 as a tax-free eligible dividend. He generated the funds that were used to make those payments by causing MHL to sell properties in its portfolio as follows:

- a) on June 1, 2024, a property on West 4th Avenue, Vancouver, for a price of \$737,000;
- b) on July 24, 2023, a property on Goring Street, Burnaby, for a price of \$659,000; and
- c) on April 1, 2023, a property on Continental Street, Vancouver, for a price of \$646,750.

- [23] Nevertheless, Mr. Mordo argues that the revenue he has received from that source, because it derives from the sale of capital assets, is not properly included in the calculation of his income for support purposes. For that proposition, he relies on the following authorities: *Brown v. Brown*, 2014 BCCA 152; *Dunnett v. Dunnett*, 2018 BCCA 262; *J.M.D. v. R.M.J.D.*, 2011 BCSC 1295; *Casier v. Casier*, 2021 ONSC 3407; *Dalton v. Craig*, [2001] O.J. No. 5117 (S.C.J.), 2001 CanLII 28168 (S.C.); and *Laurain v. Clarke*, 2011 ONSC 7195.
- [24] Ms. Bekar disagrees. In her submission, Mr. Mordo has sold nearly \$3 million worth of properties in the last 2.5 years, yielding a tax-free revenue stream that has averaged about \$100,000 per month. Had that revenue come to him in the form of wages from employment, she argues, it would translate to a gross income of \$2.45 million before tax. She contends that Mr. Mordo is concealing his true income and therefore, that additional income should be imputed to him and grossed up to account for unpaid tax, relying on the following authorities: *T.L.T. v. R.E.S.*, 2022 BCSC 598; *Negarchi v. Saadati*, 2024 BCSC 2164; *Kainth v. Kainth*, 2025 BCSC 1436; *Ren v. Yang*, 2012 BCCA 164; *Sullivan v. Struck*, 2015 BCCA 521.
- [25] There are problems with the arguments of both parties.
- [26] The cases cited by Ms. Bekar do not apply here because Mr. Mordo is not earning hidden or underreported income. The source of the funds upon which he has been drawing to maintain his lifestyle is not a mystery. The question that arises is a different one - namely, whether he should be required to pay interim spousal support based on his spending, rather than just his income, when most of what he spends is funded from the sale of capital assets.
- [27] In answering that question, I disagree with Mr. Mordo that, in assessing his means for support purposes, the Court must ignore his historical spending pattern insofar as it has been funded by the sale of capital assets. There is no such categorical rule. The authorities he cites hold only that it is generally inappropriate to include payments received by the payor on account of capital in quantifying the level of support to be paid.
- [28] Other authorities have identified a number of exceptional situations in which the court may indeed look to the payor's capital assets, as an element of the payor's "means", in fixing the amount of support to be paid. For example, in *Bullock v. Bullock*, 2007 BCSC 318, *aff'd* 2008 BCCA 162, Macaulay J., in the chambers judgment later upheld on appeal, summarised the relevant principles as follows:
- [25] The courts have determined that it is appropriate to look to the payor's capital assets, including those obtained through property division, to determine the payor's ability to pay. This flows, as I earlier stated, from the broad wording of s. 15.2(4). The British Columbia Court of Appeal in *Vey v. Vey* (1979), 11 B.C.L.R. 193 (C.A.), considered a similar provision in an earlier version of the Divorce Act. At p. 195, the court adopted a broad interpretation of the term "means":

The word "means" includes all a person's pecuniary resources, capital assets, income from employment or earning capacity and any other source from which the person receives gains or benefits, together with, in certain circumstances, moneys which the person does not have in possession but which are available to such person ...

Additionally, Southin J.A., in *Leskun v. Leskun*, 2004 BCCA 422, at paras. 41-43, aff'd 2006 SCC 25, confirmed that capital assets should not be excluded from the analysis of a payor's means:

I next address the second alleged error, that is that the learned judge erred in concluding that the husband was required to use capital to pay ongoing spousal maintenance.

There is no such proposition of law.

Capital is part of "means" and the Divorce Act requires the means of each party to be addressed.

This broad interpretation of means is especially compelling where two parties were married for a long time as was the case here. In *Wallberg v. Wallberg* (1994), 8 R.F.L. (4th) 372 (B.C.C.A.), the court commented that a payor husband should be expected to pay support from capital where the wife's living standard has deteriorated to a level well below his own. As the court set out, at para. 20, "it is reasonable within the context of this marriage that this hardship be shared between the husband and the wife, rather than shouldered by the wife alone". I find that reasoning applicable with equal force in the present case.

[29] In *Laurain*, one of cases that Mr. Mordo has cited for the proposition that support must be based only on income and never on capital, Price J. actually held to the contrary. After numerous earlier authorities were canvassed at length, the following exceptions to that general rule were identified:

[102] Based on the above review of the law, I conclude that periodic payments of capital should generally not be included in income for the purpose of calculating support, although the income they generate, or are capable of generating, should generally be included. A narrow exception has been made, in some circumstances, where the payor has treated periodic receipts of capital as income. However, most of these are cases in which:

- (a) the court has based its calculation of support on the income that the payor was capable of earning, but did not, because he chose to live on his capital instead; or
- (b) where it was unfair, in circumstances of temporary economic necessity, to require the recipient to make a sudden adjustment to a significantly lower standard of living by reason of separation from a spouse who has customarily treated such capital receipts as income.

[30] This is one of those rare cases that fits within that second exceptional category. Accordingly, I am satisfied that Mr. Mordo's ability to pay spousal support should be assessed based on both his income and his historical spending pattern, even though the latter has been funded primarily from the sale of his capital assets.

- [31] Because Mr. Mordo has, for many years, been relying primarily on his capital to fund his opulent lifestyle, the balance owing on his shareholder loan, which had been \$2,253,414 as of December 31, 2022, was drawn down to \$708,090 as of December 31, 2024, and is probably lower than that now, assuming his historical spending pattern has continued unabated in 2025.
- [32] Nevertheless, he still owns substantial assets. On his financial statement dated March 20, 2025, he has reported that he owns a house in West Vancouver (the former family home), that is valued at \$4,757,000 and another property in Aruba that is valued at \$1,280,000. He has not disclosed the remaining value of the shares he owns in MHL or his interest in MPRT, both of which are stated to have a value that he describes as "unknown".
- [33] Regardless, that evidence suffices to demonstrate that Mr. Mordo has the means to pay interim spousal support at a level sufficient to alleviate, for a transitional period, the steep and sudden drop in Ms. Bekar's standard of living since the separation.

iv. The Appropriate Award

- [34] I have found that both Ms. Bekar's need and Mr. Mordo's ability to pay fall within exceptional categories, making the usual rules set out in the SSAG to quantify the amount of support payable less helpful in this case.
- [35] Both exceptions direct the Court to focus on the need to assist Ms. Bekar in making the transition from the opulent lifestyle she enjoyed during the relationship to her new reality. That new reality will not be as jarring for her as it would have been had she grown accustomed to that opulent lifestyle over many years. Where the courts have exceptionally ordered support to be paid from capital, that result is sometimes justified, in part, on the basis that the relationship was a lengthy one (as it was in *Bullock*, for example). That justification is not present here. In this case, Ms. Bekar was a student yet to embark on her career when she met Mr. Mordo in late 2020. She has returned to that situation again, after a hiatus of less than four years.
- [36] In addition, I am mindful that this is an interlocutory application. Although I am satisfied that Ms. Bekar has established the requisite *prima facie* case for interim spousal support based on need, the strength of her claim for support overall, particularly where both parties attribute predatory motives to the other, is a question that is best left for trial.
- [37] For those reasons, I have concluded that the amount of support should be quantified at a level sufficient to assist Ms. Bekar in meeting her reasonable needs in this transitional period, rather than trying to recreate and maintain the opulent lifestyle she enjoyed during the relationship.
- [38] In her financial statement dated March 18, 2025, Ms. Bekar has deposed that her monthly expenses total \$12,535, or \$150,425 annually. Included within that budget are line items that evoke, in varying degrees, that opulent lifestyle, such as the cost of insuring and fueling a Range Rover, a vehicle she no longer has. She has also included her tuition at the fashion

school (despite seeking this as a separate lump sum), rent estimated at \$3,000 per month (although she was not currently renting when she completed her financial statement), \$500 for toiletries and cosmetics, and the cost of salon visits valued at \$850, for treatments such as facials, massages and eyelashes.

- [39] On the assumption that Ms. Bekar's needs can be met on a budget much more modest than that, coupled with her ability to support herself in part through part-time work and the other means available to her, I am ordering that Mr. Mordo contribute to that reduced budget by paying interim spousal support in the amount of \$4,000 per month, beginning October 1, 2025.
- [40] I am also satisfied that the interim spousal support I am ordering should be payable retroactively to the date when Ms. Bekar filed the notice of family claim (October 24, 2024). This yields 11 retroactive payments of \$4,000, for a total of \$44,000, less a credit in Mr. Mordo's favour for expenses he has already paid on her behalf since separation, in the amount of \$4,251.96, for a net amount owing of \$39,748.
- [41] Having made that provision for interim spousal support, I see no need to order Mr. Mordo to pay any additional lump sums.

B. Document Production

- [42] In her notice of application, Ms. Bekar also sought an order to compel Mr. Mordo to produce the documents listed in her counsel's letter of June 2, 2025. By the time the application came on for hearing before me, Mr. Mordo had already produced many of those documents, although after a long delay.
- [43] During the hearing, Mr. Mordo's counsel argued that the relief sought in relation to document production was not properly before me because it was first raised only during oral argument at the hearing. Neither party addressed in their submissions whether the demands in that letter have now been satisfied by Mr. Mordo's recent production or whether it remains a live issue.
- [44] Accordingly, I am making no order in relation to document production at this time. If Ms. Bekar still wishes to pursue that relief, she may do so by arranging a supplemental hearing before me for that purpose.

III. Mr. Mordo's Application

A. Should the protection order be set aside?

- [45] On October 24, 2024, the same day that she commenced this action, Ms. Bekar's counsel (not her counsel today) appeared before Associate Judge Bilawich, without notice to Mr. Mordo, and obtained a protection order under s. 183 of the Family Law Act, S.B.C. 2011, c. 25 [FLA]. Among other things, the order prohibits Mr. Mordo from being in contact with her, her family or her friends. It also allowed her, accompanied by police officers, to attend the

family home and remove her personal belongings. The order remains in effect until October 24, 2025.

- [46] In her affidavit adduced in support of the application for that order, Ms. Bekar recounted several incidents in which Mr. Mordo was physically violent with her and threatened her safety or that of her family and friends. She also recounted a history of sexual and psychological abuse by Mr. Mordo during the relationship.
- [47] Mr. Mordo argues that the order should now be set aside because Ms. Bekar's counsel presented the Associate Judge with a misleading and selective account of various background facts. In support of that argument, he cites a number of authorities holding that if an applicant for an ex parte order fails to make full, fair and frank disclosure to the issuing judge, the order may later be set aside on those grounds: *Access Human Resources Inc. v. Earl*, 2018 BCSC 2347; *Pierce v. Jivraj*, 2013 BCSC 1850, and *R. v. Ali*, 2014 BCSC 2417.
- [48] In particular, he says that the following information was wrongfully withheld from the court in obtaining the order:
- a) the nature of the website through which the parties first met;
 - b) the number and value of the items of personal property that Ms. Bekar intended to retrieve from the former family home when she gained access;
 - c) the true extent of Ms. Bekar's "psychiatric problems";
 - d) Ms. Bekar's many visits to see Mr. Mordo after the initial separation, which should have indicated that she was not genuinely fearful of him; and
 - e) the fact that she had not made any complaint to the police about Mr. Mordo's alleged threats to her and her family, contrary to the oral submission of Ms. Bekar's counsel in response to the court's questions at the hearing.
- [49] In addition, Mr. Mordo argues that Ms. Bekar abused the protection order one month after obtaining it, for an ulterior purpose. On November 25, 2024, he says, she made a false complaint to the police that Mr. Mordo had breached the order by contacting Ms. Bekar's hairdresser. Mr. Mordo was arrested and taken into custody as a result of that complaint. While he was in custody, Ms. Bekar used the opportunity to gain access to the former family home and remove Frankie.
- [50] Ms. Bekar responds that the protection order was properly obtained and that her subsequent complaint to the police about Mr. Mordo's breach of it was justified. She retrieved Frankie, she says, in response to her legitimate concern for his welfare.
- [51] I agree with Mr. Mordo that counsel's submissions in presenting the application were, at times, not as balanced as they should have been. However, not every failure to disclose information will justify setting aside an ex parte order. What must be disclosed are those facts that may affect the decision to grant the relief being sought: [Northwestpharmacy.com](https://www.northwestpharmacy.com)

Inc. v. Yates, 2018 BCSC 41 at paras. 15-16, 35. In *Regal Ideas Inc. v. Haus Innovations Inc.*, 2018 BCSC 136, Warren J., then of this court, emphasized the need for the reviewing court to assess the importance of the withheld information in deciding whether the applicant's failure to disclose it at the initial hearing justifies setting aside the ex parte order, stating as follows:

- [30] It is trite and fundamental that an applicant for an ex parte order must make full, fair and frank disclosure of all material facts and potential defences, and if the court subsequently concludes that the applicant failed to do so the court may set aside the order without regard to the merits of the application: *Evans v. Umbrella Capital LLC*, 2004 BCCA 149 at paras. 32-34; *Pierce v. Jivraj*, 2013 BCSC 1850 at paras. 36-38.
- [31] However, not every omission necessarily results in an ex parte order being set aside. The full, frank and fair disclosure requirement is not a standard of perfection and it is impractical to expect every nuance of the situation to be brought to the attention of the court: *K.P.I.N. v. K.N.N.*, 2005 BCSC 1259 at para. 14. The materiality of any alleged non-disclosure must be assessed by considering the importance of the alleged non-disclosure to the issues decided at the ex parte hearing: *Pierce* at para. 37.
- [52] Most of Mr. Mordo's complaints pertain to inconsequential matters.
- [53] First, the nature of the website through which the parties originally met was not a central fact that undermined the case for a protection order. The order was justified on the basis of violence and threats that were alleged to have occurred after the relationship was underway, regardless of Ms. Bekar's motives in seeking out the relationship in the first place.
- [54] I have reached a similar conclusion with respect to Mr. Mordo's complaint about counsel's failure to elaborate on Ms. Bekar's psychiatric condition. Mr. Mordo argues that counsel improperly created the misleading impression that Mr. Mordo had arranged for Ms. Bekar to be prescribed medications in order to take advantage of her, without adequately elaborating on the reasons she needed those medications. However, the Associate Judge was told about Ms. Bekar's suicide attempt and how it gave rise to a concern about her state of mind. When told of this, the Associate Judge concluded that the allegation was not particularly relevant to the relief being sought. There was no misleading and no need to elaborate, particularly in light of the Associate Judge's response to that allegation.
- [55] Mr. Mordo's last two complaints about material non-disclosure pertain to Ms. Bekar's allegation that Mr. Mordo had threatened to kill her or someone close to her. In her oral submissions to the Associate Judge, Ms. Bekar's counsel referred to those threats and then, in response to a question from the court about whether Ms. Bekar had previously reported those things to the police, advised the court that Ms. Bekar had indeed done so "yesterday". Mr. Mordo complains that there was no evidence in the record of such a complaint having been made to the police. However, it was open to counsel to respond to the court's question by recounting what had occurred the day before, even if those events were too recent to have found their way into the record. In any event, there is no evidence before me to

indicate that it was false or materially misleading for counsel to have responded to that question as she did.

- [56] Mr. Mordo also complains that counsel omitted to mention in her oral submissions that, despite feeling threatened, Ms. Bekar agreed to visit Mr. Mordo at the family home and even in hotel rooms, provided she could see Frankie. I disagree that it was misleading for counsel to omit mention of those visits in her oral submissions. They were adequately described in Ms. Bekar's supporting affidavit. According to her, Mr. Mordo had refused to let her see Frankie unless Mr. Mordo was also present. In any event, the mere fact that Ms. Bekar was willing, while they were still discussing reconciliation, to visit with Mr. Mordo alone at times so that she could see Frankie is not necessarily inconsistent with her belief that Mr. Mordo was capable of being violent when angry and therefore posed a threat to her safety, particularly once divorce proceedings were underway.
- [57] Mr. Mordo's most compelling complaint about non-disclosure is that Ms. Bekar's counsel failed to share with the Associate Judge the number and value of the personal effects that Ms. Bekar wished to retrieve from the former family home. The Associate Judge was told that:
- a) in June 2024, after the parties separated, Ms. Bekar returned to the former family home with her mother and some friends in an effort to retrieve her personal belongings;
 - b) on that occasion, Mr. Mordo refused to allow them into the house and the police were called; and
 - c) when the police arrived, they advised Ms. Bekar that she could retrieve only her medications because the other property in the house was family property.
- [58] In response to this, the Associate Judge indicated that he intended to limit the items to be retrieved from the home to those things that were genuinely needed on an urgent basis, such as her laptop computer and personal identification. Counsel then began listing some of the other kinds of personal items that Ms. Bekar wished to retrieve, such as toiletries and clothing. At that point, the Associate Judge interrupted her before she could complete the list, questioning whether it was truly necessary for Ms. Bekar to retrieve such things now, without notice to Mr. Mordo. The Associate Judge stated that his preference was not to "get into a detailed breakdown", but rather to leave the proposed term in the draft order as is (it allows for "the removal of her personal belongings") and instead asked that Ms. Bekar not abuse the order by "cleaning out the family safe or something." Counsel then assured the Associate Judge that she would "make sure that's clear to Ms. Bekar".

- [59] Mr. Mordo complains that, despite that exchange, the Associate Judge was not told that in her affidavit Ms. Bekar had expressed her desire to retrieve, in addition to those personal items, expensive jewelry and handbags. Indeed, when she did attend the home for that purpose on the following day, October 25, 2024, armed with the order and accompanied by the police, she in fact retrieved pieces of jewelry and handbags having a total value, according to Mr. Mordo, in excess of \$200,000.
- [60] I agree with Mr. Mordo that the Associate Judge did not intend to allow Ms. Bekar to use the protection order to retrieve expensive items such as jewelry and handbags and that he was misled by counsel to believe that such things would not be retrieved, at least not until after an inter partes hearing could be arranged and permission to remove them was granted.
- [61] Finally, Mr. Mordo alleges that Ms. Bekar abused the protection order by falsely complaining to the police that he was in breach of its terms so that she could use the opportunity, while he was in police custody as a result of that complaint, to "abduct" Frankie.
- [62] To this, Ms. Bekar responds that she had good reason to complain to the police about Mr. Mordo's refusal to comply with the protection order. On October 26, 2024, two days after it was granted and one day after he was served with it, he called her from a blocked number, in breach of its terms. Before hanging up on that occasion, she identified his voice as the caller. She has deposed that he continued to call her "for months" after being served with the order and that she complained to the police about this behaviour. She says the police advised her to change her number, which she did, whereupon the blocked calls ceased. While this was occurring, on November 25, 2024, Mr. Mordo called one of Ms. Bekar's close friends and left a message. The friend, who had been travelling abroad, was unaware of the parties' separation and called Mr. Mordo back. Ms. Bekar reported this incident to the police as the latest in a series of attempts by Mr. Mordo to contact her, in breach of the order.
- [63] Mr. Mordo was arrested and placed in custody in response to that complaint. He was released on bail the following day. According to Mr. Mordo, the Crown has since refused to proceed with the charge, on the basis that the prohibition against contacting "friends" was too vague to be enforceable. Instead, he says, the Crown has asked that he submit to a peace bond, a request he has refused because he sees it as unwarranted. A hearing has been scheduled for February 26, 2026, to address the matter, but, according to Mr. Mordo, the request for a peace bond will be dropped at that time provided he complies with the order in the interim.
- [64] Ms. Bekar has deposed that she did not know in advance that Mr. Mordo was going to be arrested in response to her complaint. Rather, she says, she learned of that development only when the police advised her of it later that evening. When she was told that Mr. Mordo would be held in jail pending a bail hearing, she became concerned for Frankie's welfare because it appeared that he would be left alone in the house with no one to attend to his needs for an extended period of time. She says she attended the house at about 8:30 p.m. that evening with a police escort, for the sole purpose of checking on Frankie. When she

saw that Frankie had indeed been left alone in the house, she tried to remove him, but the doors were locked. After speaking to the police and victims' services, she came back the following day with a locksmith, who was able to gain entry through an open window and open the front door for her. She then entered the house and removed Frankie, his food, shampoo, conditioner and a leash.

- [65] Having reviewed the evidence of both parties on this issue, I am not persuaded that Ms. Bekar made a false complaint to the police about Mr. Mordo's breach of the order for the purpose of removing Frankie from Mr. Mordo's care. Rather, I am satisfied that she had good reason to complain to the police about Mr. Mordo's ongoing efforts to contact her in breach of the order and that she attended the house and took Frankie away with her because she was concerned for his welfare.
- [66] In summary, of the various complaints that Mr. Mordo has raised about how Ms. Bekar obtained and then sought to enforce the protection order, I have found only one to be meritorious. The question that arises is whether Ms. Bekar's misconduct in removing some expensive personal effects from the house after the order was made, despite the express wishes of the Associate Judge that she not do so, and her counsel's assurance that this would not occur, is sufficiently serious to justify setting aside the protection order on those grounds. I have concluded that while that misconduct might be a relevant factor, among others, when it comes time for the court to allocate costs, it is not sufficiently serious, on its own, to justify setting aside the order altogether.
- [67] I am therefore refusing to grant that relief.

B. Frankie

- [68] Mr. Mordo seeks an order that Frankie be returned to him. Ms. Bekar opposes that relief, arguing that Frankie is her dog and belongs with her.
- [69] This question must be resolved in accordance with s. 97(4.1) of the FLA, which sets out the following factors to be considered where, as here, the parties cannot agree on which of them should have the care of a companion animal like Frankie:
- (a) the circumstances in which the companion animal was acquired;
 - (b) the extent to which each spouse cared for the companion animal;
 - (c) any history of family violence;
 - (d) the risk of family violence;
 - (e) a spouse's cruelty, or threat of cruelty, toward an animal;
 - (f) the relationship that a child has with the companion animal;

- (g) the willingness and ability of each spouse to care for the basic needs of the companion animal;
- (h) any other circumstances the court considers relevant.

[70] When Ms. Bekar first attended at the family home to retrieve her personal belongings on October 25, 2024, following the parties' separation, Mr. Mordo refused to let her take Frankie with her at that time. Over the following month, she tried through counsel to have Frankie returned to her. As explained above, she finally took Frankie away with her on November 26, 2024, and has kept him with her since then.

[71] Ms. Bekar has deposed that Frankie was adopted in order to provide her with emotional support following her suicide attempt on September 11, 2021. Since then, she says, she has always been very close to Frankie. She took him everywhere, not just to his veterinary appointments, but also on her own trips to the salon, the dermatologist and to visit her ailing grandmother in the hospital. They sleep in the same bed. She is the one who feeds him, takes him to veterinary appointments and tends to his needs.

[72] On the other hand, according to Ms. Bekar, Mr. Mordo has insisted on feeding Frankie inappropriate human foods, despite her protestations, and thereby made him ill. When she removed Frankie from the former family home on November 26, 2024, she says, she noticed that his fur was matted.

[73] Mr. Mordo has not responded to these assertions. On the contrary, his application rests essentially on his allegation that Ms. Bekar wrongfully "abducted" Frankie on November 26, 2024. I have already rejected that allegation as unfounded.

[74] In the result, I have concluded that the factors set out in s. 97(4.1) of the FLA, insofar as they apply in this situation, overwhelmingly favour Ms. Bekar as the appropriate guardian for Frankie. I am therefore refusing Mr. Mordo's application.

IV. Summary and Conclusion

[75] I am ordering that Mr. Mordo pay Ms. Bekar interim spousal support as follows:

- a) \$4,000 per month from and after October 1, 2025, on the first day of every month until the trial of this action; and
- b) retroactive interim spousal support in the amount of \$39,748, payable within 30 days of the release of these reasons for judgment.

[76] Ms. Bekar's application for production of further documents is adjourned generally.

[77] Mr. Mordo's application is refused.

[78] The parties may arrange another hearing before me if they are unable to agree on the appropriate order as to costs in light of my decision.

"Milman J."

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