

CANADA / JUDGMENT

Chand v. Shannon

2025 BCSC 630

COURT

Supreme Court of British Columbia

DECIDED

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2025 BCSC 630 Chand v. Shannon IN THE SUPREME COURT OF BRITISH COLUMBIA Citation: Chand v. Shannon, 2025 BCSC 630 Date: 20250404 Docket: E221887 Registry: Vancouver Between: Maureen Ashwani Chand Claimant And Samuel Patrick Shannon Respondent Before: The Honourable Justice Kirchner Reasons for Judgment Counsel for the Claimant: D.M. Rogers The Respondent, appearing on his own behalf: S.P. Shannon Place and Date of Hearing: Vancouver, B.C. March 4, 2025 Place and Date of Judgment: Vancouver, B.C. April 4, 2025 Table of Contents Introduction.. 3 Background.. 4 Ms. Chand's Evidence. 4 The Relationship. 4 Separation. 7 Mr. Shannon's Evidence. 9 Suitability for Summary Trial. 10 Divorce. 13 Reapportionment of Family Property. 13

Introduction

- [1] The Claimant, Maureen Chand, applies for summary trial judgment on all matters raised in the notice of family claim, namely property division and divorce. She seeks an order reapportioning most of the family property and family debt 100% in her favour. That property is a townhouse in Burnaby, Ms. Chand's pension, some bank accounts, and two cars. She argues that the respondent, Patrick Shannon, was chronically abusive, controlling, and violent towards her throughout the entire relationship and that he contributed nothing of substance to the family property. She argues this marked and prolonged disparity in contributions justifies the reapportionment.
- [2] Mr. Shannon opposes the application for summary trial and the relief sought. In a one-page affidavit, he simply asserts that Ms. Chand's account of the 20-year marriage and her claims about his behavior are "extremely exaggerated". He states that he has maintained and done repairs on the townhouse and that he was supportive of Ms. Chand when she was furthering her education. He states that he opposes the reapportionment of the family property and seeks an equal share of Ms. Chand's pension. He also seeks spousal support but has not filed a counterclaim in this respect.
- [3] The application raises two main issues:

- a) Is this matter suitable for summary trial disposition when the only evidence Mr. Shannon has filed in response to the application amounts to general denial of the truth of the detailed evidence set out in Ms. Chand's affidavit?
- b) If the matter is suitable for summary trial, does Mr. Shannon's conduct during the marriage justify a reapportionment of family property 100% (or some other amount) in Ms. Chand's favour?

Background

Ms. Chand's Evidence

- [4] In support of her summary trial application, Ms. Chand filed a 22-page affidavit plus exhibits detailing the history of the relationship, Mr. Shannon's conduct towards her throughout the relationship, the parties' respective economic contributions to the relationship, and the family property and the debt. She has also tendered an updated (January 17, 2025) financial statement and affidavits from each of her parents. The Relationship
- [5] Ms. Chand is 51 years old. She teaches visual arts at a secondary school in Maple Ridge. Her annual income is approximately \$103,000. Mr. Shannon is 53 years old. Ms. Chand believes he is unemployed as he has been for significant periods throughout their 25-year relationship.
- [6] The parties began dating in 1994 when Ms. Chand was 20 and Mr. Shannon was 22. At the time, Ms. Chand was living at her parents' home and attending university. Mr. Shannon was living at his mother's home and working for a marketing company in Burnaby. He later lost that job and came to rely on employment insurance and social assistance. They moved in together in 2001 and married in July of that year. Ms. Chand paid the costs of the wedding with help from her parents and paid for the parties' initial living expenses, including rent on a one-bedroom apartment in New Westminster.
- [7] Ms. Chand deposed that, from the outset, Mr. Shannon put emotional pressure on her and manipulated her into maintaining their relationship. She said it was an abusive one-sided partnership that was financially and emotionally draining on her. Mr. Shannon frequently became angry at her over trivial matters. He was physically and psychologically violent towards her with conduct that was hurtful, demeaning and dehumanizing. She deposed that he would hit her arms, spit in her face, pour beer over her head, and put his hands around her throat. He would intimidate her with threats of physical violence, such as threatening to break her nose, and threats to harm her family members. At times he disparaged her Hindu faith, calling it "demonic". He destroyed religious items she had in the home, and even purported to attempt an "exorcism" on her. He engaged in regular acts of cruelty such as throwing away food she prepared, criticizing her appearance, and making demeaning comments about her appearance and body image. He was sexually abusive towards her including by pressuring her for intimate photos. She described the effects of this violence as follows: Mr. Shannon's behavior consistently undermined my self-esteem and created a toxic

environment where my emotional and psychological well-being were disregarded. I lived in constant fear due to Mr. Shannon's unpredictable mood swings. My mental health deteriorated, and I became overwhelmed by hopelessness. I became suicidal [and] would often ask God to give me a disease or kill me in a car accident so that I would finally be free of Mr. Shannon. I continued to live only because I didn't want to hurt my friends and family or abandon the cats. I chose not to ever leave or call the police because I was afraid of Mr. Shannon. I did not know what he would do if I left.

- [8] Mr. Shannon's conduct caused the parties' to be evicted from their New Westminster apartment. They moved to an apartment in Burnaby which they rented from a person for whom Mr. Shannon did some casual paid work but Mr. Shannon had an intense altercation with this person over a claim of unpaid work. The police were called and forcibly entered the apartment. Ms. Chand said police had to subdue Mr. Shannon with a taser and they were both detained and held overnight. Ms. Chand paid the cost of repairing the door that was broken by the forced entry. Mr. Shannon was required to attend anger management classes which Ms. Chand paid for. She states that these classes did not help with his anger as he continued to lash out at her.
- [9] Despite this incident, the landlord did not initially evict the parties because Ms. Chand assured him there would be no further arguments like this one. However, they were eventually asked to leave in 2005 due to Mr. Shannon's ongoing behavior. Fortunately, Ms. Chand was able to arrange for them to buy the Burnaby townhouse with a \$10,000 loan from her mother for the down payment. Ms. Chand paid the mortgage on the townhome. She had expected that Mr. Shannon would share the mortgage payments. He had earlier refused to contribute to their rent, maintaining they should buy a place and he would then help pay for the mortgage. However, once they bought the Burnaby townhouse he still refused to contribute.
- [10] Also in 2005, the private school where Ms. Chand worked closed and she was laid off. She supported herself and Mr. Shannon with financial help from her parents and by drawing on savings. She struggled to find work and said Mr. Shannon refused to work. She said he became increasingly dependent on alcohol and marijuana. They were unable to pay the strata fees on the townhouse, resulting in a \$3,000 lien being placed on the title. Ms. Chand addressed this by arranging for a second mortgage. Eventually, Ms. Chand secured work at another private school in Surrey and supplemented that income by tutoring.
- [11] Mr. Shannon had some income during the relationship but he struggled to keep his jobs and was frequently fired due to conflicts with employers. Ms. Chand said over the course of their relationship Mr. Shannon was dismissed from Walmart, Safeway, and Paladin Security. After his dismissal (with cause) from Paladin, he declared himself retired at age 50.

- [12] Mr. Shannon also had some amount of financial assistance from his mother prior to her death in 2016. Ms. Chand deposed that when Mr. Shannon's mother died, Mr. Shannon "who had previously relied on his mother financially" became more financially dependent on Ms. Chand.
- [13] Despite having some income from time-to-time, Mr. Shannon did not contribute towards the Burnaby townhouse or the parties' other expenses. Rather, he invested it in the stock market, with unknown but seemingly doubtful success. He also borrowed against three different lines of credit in the parties' joint names and against his credit cards to invest in the market. He pressured Ms. Chand into making transactions as he directed, including taking money out of the lines of credit. He claimed any gains for himself and kept them in two tax free savings accounts which he did not share with Ms. Chand. He has not disclosed any documents relating to these accounts it and has not filed a Financial Statement as required by the Supreme Court Family Rules. Nor did he repay any of the money borrowed from the lines of credit to invest. Ms. Chand does not know how much, if any, Mr. Shannon might have in savings from his stock market activities but he has drawn at least \$50,000 from the lines of credit to invest. That debt is secured against the Burnaby townhouse.
- [14] Meanwhile, Ms. Chand paid the mortgage (save for a single payment Mr. Shannon once made), strata fees, property taxes, insurance, utilities, groceries and other household expense. She states that her father paid for \$6,500 renovation to the kitchen and bathroom and did the work on it himself without help from Mr. Shannon, but, as I will discuss below, this does not align with her father's evidence. Ms. Chand says she paid for a \$1,000 renovation to the basement bathroom.
- [15] Mr. Shannon has also cluttered the house by hoarding items and refusing to clean, thereby limiting the living space for Ms. Chand and potentially making it dangerous and unhealthy. He has removed bathroom doors without replacing them and, inexplicably, would urinate in jugs that he would leave around the house. Separation
- [16] The parties separated on July 6, 2021 when Ms. Chand fled the home. That morning she told Mr. Shannon she had earlier received a first dose of the COVID-19 vaccination and she had her appointment that day for the second dose. Mr. Shannon was enraged by this. Fearing that he might become violent, Ms. Chand went to the basement to get changed and leave the house but he soon followed her. He sat in a chair and cracked his neck which terrified Ms. Chand. She quickly gathered some belongings and left the house. She briefly returned later that day to leave some take-out food for Mr. Shannon and then went to her parents' place. Mr. Shannon called her while she was there and yelled at her about the quality of the food she had left for him. She hung up on him but he repeatedly called back. Shortly after that she moved into a women's shelter, fearing that she might be putting her parents at risk by staying with them.

- [17] She last spoke with Mr. Shannon in November 2021 when he tried to reach her. In March 2022, Associate Judge Muir granted a protection order prohibiting Mr. Shannon from contacting Ms. Chand. That order was renewed on November 6, 2023 and again on February 5, 2025. She commenced this proceeding on August 22, 2022.
- [18] Since separation, Mr. Shannon has continued to live in Burnaby townhouse but Ms. Chand has paid the mortgage and other monthly expenses on it since separation. She lists those monthly expenses as follows: Expense per Month Amount Mortgage \$1,220 Strata Fees \$250 Property Tax \$100 Home Insurance \$64 City of Burnaby Utilities \$30 B.C. Hydro \$40 Fortis Gas \$40 Joint Cell Phone \$140 Shaw cable, internet, home phone \$200 Mr. Shannon's life insurance policy \$134 Total Monthly Expenses \$2,127
- [19] A letter from Ms. Chand's previous lawyer dated August 25, 2022 states that she would stop paying the mobile phone, hydro, gas, and cable/internet/home phone as of October 2022. The evidence is not clear on whether she did that or not. If she did, that would have reduced the monthly amount she paid to around \$1,700. Thus, in the three-and-a-half years since separation, Ms. Chand has contributed at least \$80,00 or more to the expenses for the Burnaby townhouse while Mr. Shannon has had the exclusive benefit of living there at no cost (other than one mortgage payment that Ms. Chand acknowledges he paid in that period).
- [20] On February 5, 2025 Justice LeBlanc ordered Mr. Shannon to give up vacant possession of the townhouse to Ms. Chand by March 7, 2025, subject to a right of Mr. Shannon (who did not appear at the February 5, 2025 hearing) to apply to vary or set aside that order. At the hearing before me on March 4, 2025, Mr. Shannon asked for more time to vacate the home which I took as an application to vary LeBlanc J.'s order. I extended the March 7, 2025 deadline to March 28, 2025 conditional upon Mr. Shannon signing documents needed to renew the mortgage. I also held that this spent Mr. Shannon's opportunity to apply to vary or set aside the order and I deleted that provision from LeBlanc J.'s order. Mr. Shannon's Evidence
- [21] Mr. Shannon filed a brief response to family claim which opposes the application for a divorce and seeks an equal division of family property. He did not initially respond to this summary trial application or appear at the first scheduled hearing for it. He filed a brief response and affidavit shortly before the rescheduled hearing. His affidavit reads in full (as it appears throughout):
1. I oppose unequal division of our Burnaby property. Either we sell the place or Maureen can buy me out.
 2. I oppose that the claimant retain 100% of pension plan. I was supportive while she furthered her education.
 3. Spousal support of 2000 a month for two years for moving and storage.

4. Maureen's account of our 20 year marriage and her claims against me are extremely exaggerated.
 5. I have maintained the property and done repairs put in a new hot water tank fixed leak pipes and basement sink fixed the backyard fence while Maureen has choose to leave our family home and live with her parents.
 6. While Maureen further her education I was supportive and she did not help to further my education limiting my earning capacity.
 7. In response to part 1 paragraph 12 I have incurred debt collabria master card 14,745 scotia value visa 2,418.97 Walmart rewards 3,496.99 via cibc 2,658
- [22] Ms. Chand suggests that Mr. Shannon incurred the debts outlined in para. 7 of his affidavit after separation. Mr. Shannon has led no evidence substantiating these debts or showing how or when they were incurred. Suitability for Summary Trial
- [23] The summary trial procedure in Rule 11-3 of the Supreme Court Family Rules (the "Family Rules") and 9-7 of the Supreme Court Civil Rules (the "Civil Rules") provides for the trial of the matter or of an issue in the proceeding in a streamlined process, where suitable. Evidence is mostly by affidavit with accompanying relevant documents, potentially supplemented by examination for discovery transcripts, admissions, admissible expert reports or, where the court permits or parties agree, cross-examination on affidavits.
- [24] Before deciding a case or an issue by summary trial, the court must be satisfied that the necessary facts can be found on the evidence in the application without a conventional trial and it would not be unjust give judgment even though there may be disputed issues of fact or law: *Gichuru v. Pallai*, 2013 BCCA 60 at para. 30; *Inspiration Management Ltd. v. McDermid St. Lawrence Ltd.*, 1989 CanLII 2728, 36 B.C.L.R. (2d) 202 (C.A.) at para. 43; Family Rules R. 11-7(15)(a) and Civil Rules R. 9-7(15)(a). In deciding suitability, the court should consider factors such as the amount involved, the complexity of the matter, its urgency, any prejudice likely to arise by reason of delay, the cost of taking the case forward to a conventional trial in relation to the amount involved, the course of the proceedings, and any other matters which arise for consideration: *Inspiration Management*, para. 49.
- [25] Where the affidavit evidence conflicts, the court cannot simply choose one affidavit over another. A conventional trial will often, but not invariably, be required to resolve such conflicts but the court may be able to decide the case or the issue summarily if the conflicts can be resolved with reference to other evidence, such as documents, examination for discovery testimony, or undisputed facts: *Cory v. Cory*, 2016 BCCA 409 at para. 10.

- [26] The central issue for suitability in this case is whether the Court can make the necessary findings of fact and whether it would be just to decide the case summarily where the conflict in the evidence arises from the respondent's general denial of the facts in the applicant's affidavits with no (or almost no) alternative version or explanation of the events. In my view, the answer to this question must be yes.
- [27] When one party brings a summary trial application, it is the responding party's duty to complete all the steps necessary to fully respond, including by adducing all the evidence they believe is necessary for judgment: *Everest Canadian Properties Ltd. v. Mallmann*, 2008 BCCA 275 at para. 34. A respondent cannot "simply insist on a full trial in the hopes that with the benefit of viva voce evidence, 'something might turn up'": *Everest Properties*, para. 34. As stated in *Anglo Canadian Shipping Co. v. Pulp, Paper & Woodworkers of Canada, Local 8*, 1988 CanLII 2879, 27 B.C.L.R. (2d) 378 (C.A.) at para. 20: if adequate notice is given to an opposing party that a summary trial application is going to be brought on, there then falls on that party an obligation to take every reasonable step complete as much of the pre-trial procedures as is necessary to put him into the best mastery of the facts that is reasonably possible before the summary trial proceedings are heard. He cannot, by failing to take those pre-trial procedures frustrate the benefits of the summary trial rule.
- [28] In my view, this obligation is not met by a simple general denial of the truth of the applicant's evidence, without more. That approach frustrates the applicant's right to seek a summary trial and the Court's duty to assess suitability and, where appropriate, decide the case summarily to secure the just, speedy and inexpensive determination of case on its merits in accordance with the object of the rules: *Family Rules*, R. 1-3(1)(b); *Civil Rules*, R. 1-3(1).
- [29] Here, Mr. Shannon's response to Ms. Chand's evidence is especially unhelpful in that he asserts her account of the 20-year marriage and her claims against him are "extremely exaggerated". That suggests some of aspects of what she states are true while other aspects are overstated in his view but he provides no detail to allow the court to assess what is true and what is not. This means the court cannot assess whether "the statements contained in affidavits that are relied upon as raising a conflict of evidence upon a relevant fact have sufficient prima facie plausibility to merit further investigation as to their truth": *B.C. v. Anglo-American Cedar Products Ltd.* 1984 CanLII 322, 57 B.C.L.R. 350 (S.C.), quoted with approval in *Placer Development Ltd. v. Skyline Exploration*, 1985 CanLII 147, 67 B.C.L.R. 366 (C.A.) and *Universe v. Fraser Health Authority*, 2022 BCCA 201. In short, Mr. Shannon has not provided a sufficient evidentiary basis to establish a conflict in the evidence worthy of investigation through a conventional trial.
- [30] While courts should not try to resolve bare conflicts in affidavits, nor must they "accept uncritically, as raising a dispute of fact which calls for further investigation, every statement on an affidavit, however equivocal [or] lacking in precision": *Universe* at para. 17. Mr. Shannon's imprecise general denial is insufficient to avoid a summary trial. If respondents could force a conventional trial simply by deposing that an applicant's evidence is "grossly

exaggerated" without more, it would defeat the objectives of the summary trial rule to achieve justice in a process proportionate to the overall nature of the claim.

- [31] Further, Mr. Shannon's terse affidavit reflects his history of disengagement from this litigation. Mr. Shannon filed a response to family claim on September 20, 2022 seeking an equal division of family property but only after Ms. Chand's previous counsel cautioned she would seek default judgment if a response was not filed. He was unresponsive to requests to provide available dates for the mandatory Judicial Case Conference and did not attend at the conference once it was scheduled. He was unresponsive to a Notice to Mediate that was served on him on May 16, 2024. He did not initially respond to this application which had been set for February 5, 2025. Justice LeBlanc adjourned the application in view of his non-appearance and reset it for March 4, 2025 pre-emptive upon Mr. Shannon. She also ordered that Mr. Shannon file and serve responding material to the application by February 19, 2025 but he failed to meet this deadline. (Justice LeBlanc's February 5, 2025 order was served on Mr. Shannon in the evening of February 6, 2025 with an effective date of service being February 7, 2025.) He appeared in person at the March 4, 2025 hearing having filed an application response and an affidavit on February 28, 2025 but he did not serve those documents and counsel for Ms. Chand did not receive them until the start of the March 4 hearing.
- [32] In my view, it would be unjust to dismiss Ms. Chand's summary trial application and force her to a full trial only because Mr. Shannon has largely shirked the court processes and his obligation to respond substantively to the application. He has given no reason for the court to have confidence that he will be more responsive to a conventional trial than he has been to other procedures in this case.
- [33] For these reasons, I place no weight on Mr. Shannon's statement that Ms. Chand's evidence is "extremely exaggerated" and I accept her evidence of the 20-year marriage and of Ms. Shannon's conduct towards her during that marriage. I find it would not be unjust to decide this case in a summary trial. Divorce
- [34] Ms. Chand seeks a divorce. Mr. Shannon opposes that in his response to family claim but has not articulated any grounds for opposing the divorce in his response to the summary trial application. I find that the parties have been living separate and apart for more than a year and there is no collusion in seeking a divorce. There are no children of the marriage. The required certificate of pleadings has been endorsed by the registry. I will make the order in the usual form that the parties be divorced. Reapportionment of Family Property
- [35] Under s. 81 of the Family Law Act, each spouse is presumptively entitled to an undivided half interest in all family property and is equally responsible for family debt. Family property includes property that is owned by at least one spouse on the date of separation or property that is acquired after separation but is derived from property owned at separation. Family debt is debt that is incurred during the parties' relationship or debt incurred after the relationship if it was for the purpose of maintaining family property.

- [36] Section 95 of the Family Law Act allows the court to make an unequal division of family property or debt where an equal division under s. 81 would be "significantly unfair" to one of the parties. Section 95 reads: 95 (1) The Supreme Court may order an unequal division of family property or family debt, or both, if it would be significantly unfair to
- (a) equally divide family property or family debt, or both, or
 - (b) divide family property as required under Part 6 [Pension Division].
- (2) For the purposes of subsection (1), the Supreme Court may consider one or more of the following:
- (a) the duration of the relationship between the spouses;
 - (b) the terms of any agreement between the spouses, other than an agreement described in section 93(1) [setting aside agreements respecting property division];
 - (c) a spouse's contribution to the career or career potential of the other spouse;
 - (d) whether family debt was incurred in the normal course of the relationship between the spouses;
 - (e) if the amount of family debt exceeds the value of family property, the ability of each spouse to pay a share of the family debt;
 - (f) whether a spouse, after the date of separation, caused a significant decrease or increase in the value of family property or family debt beyond market trends;
 - (g) the fact that a spouse, other than a spouse acting in good faith,
 - (i) substantially reduced the value of family property, or (ii) disposed of, transferred or converted property that is or would have been family property, or exchanged property that is or would have been family property into another form, causing the other spouse's interest in the property or family property to be defeated or adversely affected;
 - (h) a tax liability that may be incurred by a spouse as a result of a transfer or sale of property or as a result of an order;
 - (i) any other factor, other than the consideration referred to in subsection (3), that may lead to significant unfairness.
- [37] Section 95 sets a high bar for establishing that equal division would be significantly unfair. The presumption of equal division in s. 81 serves to increase certainty, fairness, and predictability in family law cases by reducing the court's discretion to reapportion family property: *Jaszczewska v. Kostanski*, 2016 BCCA 286 at para. 36. Thus, significant unfairness under s. 95 requires "something objectively unjust, unreasonable or unfair in some important or substantial sense": *Jaszczewska* at para. 42.

- [38] In determining whether there should be a reapportionment under s. 95, the court must go through the "the notional exercise" of equal division and then consider if the equal division would lead to significant unfairness: *Nanara v. Nanara*, 2017 BCSC 1447 at para. 63; *Yousefian v. Jafarmadar*, 2018 BCSC 855 at para. 87.
- [39] Ms. Chand estimates the value of the family property as follows (excluding some person items such as wedding rings which I will deal with separately):
- | Item | Comment | Value |
|-------------------------------|---|---------------------|
| Burnaby Townhouse | B.C. Assessment | \$704,700 |
| Simplii Financial | Chequing Account | \$85 |
| Vancity | Chequing Account ending | \$14 |
| BMO TFSA | account ending | \$305 |
| Coast Capital | Chequing Account (#1) | \$847 |
| Coast Capital | Chequing Account (#2) | \$100 |
| Scotia iTrade TFSA | | \$18,318 |
| Ms. Chand's Teacher's Pension | No evidence of actuarial valuation but estimated monthly benefit is \$1,487 | unknown |
| Scotia iTrade Stocks TFSA | Mr. Shannon's name unknown | unknown |
| Silver Coins | Unknown | 2007 Toyota Corolla |
| Mr. Shannon's possession | \$2,500 | 2015 Toyota RAV4 |
| Ms. Chand's possession | \$18,000 | Total: \$744,869 |
- [40] Ms. Chand has established the following as family debts:
- | Item | Amount |
|---|-----------|
| Coast Capital Credit Union Mortgage #4090 | \$247,899 |
| Personal Loan from Ms. Chand's mother (down payment towards Burnaby Property) | \$10,000 |
| Personal Loan from Ms. Chand's father (kitchen & bathroom renovations) | \$1,000 |
| Personal Loan from Ms. Chand's father for building of new fence and sundeck | \$700 |
| Property Tax Arrears | \$2,036 |
| Scotia Line of Credit #1012 | \$29,698 |
| Coast Capital Line of Credit #0932 | \$24,980 |
| Coast Capital Collabria Mastercard #3672 | \$3,696 |
| Scotia Value Visa #9023 | \$16,240 |
| Personal Loan from Ms. Chand's parents due to financial hardship | \$3,000 |
| Total | \$339,249 |
- [41] The evidence of what Ms. Chand's father loaned the parties for renovations to the townhouse is unclear. Ms. Chand states her father paid \$6,483 towards bathroom and kitchen renovations and she paid another \$1,000 for a basement bathroom renovation. However, Mr. Chand deposes he financed the cost of renovations in the amount of \$1,000 and does not say anything about \$6,483. In view of the incongruity in this evidence, I am only able to find that Mr. Chand loaned \$1,000 for the cost of renovations plus \$700 for materials for a new back fence. Apart from that discrepancy, Ms. Chand has provided evidence substantiating each of the debts and I accept they are family debts.
- [42] Mr. Shannon deposes that he has a total of \$23,318.96 in debt on four different credit cards but does not say if this was incurred before or after separation. The party who alleges that a debt is a family debt has the onus of demonstrating it was incurred during the relationship or that it was incurred to preserve or maintain the family property: *Chang v. Chang*, 2020 BCSC 1783 at para. 85. Mr. Shannon has not done so in this case.
- [43] The net value of the family property is \$405,620, excluding the pension, so an equal apportionment of that value is \$202,810.

- [44] Ms. Chand argues a reapportionment of the family property, 100% in her favour, is justified on the basis that there was a significant disparity in the parties' financial contribution to the family expenses, particularly the Burnaby townhouse. She points to the fact that she paid the mortgage and other expenses from her income while Mr. Shannon worked sporadically and spent what he earned on the stock market.
- [45] Unequal contributions to family property or debt during the relationship is a factor that could be considered for reapportionment under the former Family Relations Act but it is not one of the listed factors in s. 95(2) of the Family Law Act, except in the narrow sense of contributions to a spouse's career or career potential. However, in *Jaszczevska* at para. 44, Justice Harris found that the Family Law Act cannot be taken to have completely abolished unequal contributions as a consideration since this factor may fall within the general provision of s. 95(2)(i) ("any other factor"). In *Khan v. Gilbert*, 2019 BCCA 80 at para. 32, though, Justice Fenlon noted that cases in which unequal contributions were found to reach the "significantly unfair" threshold involved "marked, prolonged, and intentional or unexplained disparities in contribution to family burdens". In *Singh v. Singh*, 2020 BCCA 21, Justice Garson considered the general provision in s. 95(2)(i) and held that it was subject to the *ejusdem generis* ("of the same kind") rule of statutory interpretation, meaning the apparent generality of the provision is limited by the more constrained factors in paragraphs (a) through (h) that precede it. Speaking for the court, Justice Garson held that the significant unfairness under this general provision must relate to a limited class of considerations, namely the economic characteristics of the spousal relationship.
- [46] This case has some similarities with *Chang* where Justice McDonald reapportioned a family home 75% in favour of one spouse after a 27-year marriage but divided Ms. Chang's pension equally between the parties. There, Ms. Chang had worked steadily throughout the marriage and took on the vast majority of household duties and contributed far more towards family property and family expenses than did Mr. Chang. Mr. Chang "spent prolonged periods underemployed or unemployed" and offered "no reasonable explanation for his lack of employment, his lack of motivation to work, or his failure to make a greater financial contribution": *Chang* para. 119. He contributed some money and had done some renovation work on the home but this work was often poor quality or even detrimental to the value of the home. He also angered easily and would raise his hand threateningly towards the parties' children. He taunted and belittled Ms. Chang, especially about her work. Mr. Chang, like Mr. Shannon, was also a hoarder and his possessions cluttered the house limiting the space in which the family could live.
- [47] Justice McDonald found there were significant intentional and unexplained disparities in the parties' respective contribution to family burdens that were prolonged and met the standard *Kahn*. She found it would be significantly unfair to equally divide the family home and reapportioned the equity in it 75% in favour of Ms. Chang. However, she was unable to find anything "objectively unjust in any substantial sense" about dividing Ms. Chang's pension and the parties' RRSPs equally. She noted that it was a long marriage and Mr. Chang had no

pension and had accumulated no retirement savings. She found the parties viewed Ms. Chang's "retirement-focussed savings" were integral to Mr. Chang's own retirement plan and, while equal division might seem unfair on some level, it was not "significantly unfair in any substantial sense": Chang para. 132. She divided the RRSPs and pension equally between the parties.

- [48] In this case, I find that Mr. Shannon made no financial contribution to the Burnaby Townhouse and minimal contributions towards its upkeep. The evidence does not allow me to put a value on the non-financial contribution but I find it is likely more than offset by the impact his hoarding has had on the home's value. It will clearly take some work to put the house into a comfortable livable space. Mr. Shannon has also had the benefit of living in the home for nearly four years since separation at no cost to him while Ms. Chand paid all the expenses.
- [49] I find that Mr. Shannon's failure to contribute financially to the cost of the family home was intentional in that he deliberately engaged in conduct that resulted in him losing employment with cause and, even when he was working, he chose to invest his earnings in the stock market with unknown results rather than contribute to the family home and expenses. I find he was evasive with Ms. Chand about his money, when he had it, and where he was spending it. I also find he used family violence to exert control over Ms. Chand who, as a result, did not press Mr. Shannon to share details of the money he earned or accounts that he had. I am satisfied this conduct relates directly to the economic characteristics of the relationship and that it meets the very high bar for "marked, prolonged, and intentional or unexplained disparities in contribution to family burdens" such that it would be significantly unfair to equally apportion the family property: Khan, para. 32.
- [50] In Chang, Justice McDonald found that Mr. Chang had made some very small contributions to the family burdens. I am not able to find that Mr. Shannon did even that. Further, Mr. Shannon has not disclosed his own financial circumstances (other than listing his credit card debt) or produced any documents to show what, if any, value is in the securities accounts he has. As with Mr. Chang, Mr. Shannon's retirement plan was undoubtedly tied to Ms. Chand's pension but he also had his own plans to supplement that income through stock market investments, but he has not disclosed what, if any, success he might have had in accumulating savings from that activity.
- [51] In my view, a fair result in these circumstances is to apportion 80% of the net value of the family property, other than the pension, to Ms. Chand and 20% to Mr. Shannon. Ms. Chand will retain the property, other than the Toyota Corolla which Mr. Shannon shall keep. The parties will also keep their wedding rings and Ms. Chand will keep her engagement ring. The parties will each retain their own IVARI life insurance policies. It will fall to Ms. Chand to pay off the family debt, although my division of the net value of the family property after debt attributes 20% of that debt to Mr. Shannon.

- [52] I therefore order that Ms. Chand make an equalization payment to Mr. Shannon in the amount of \$80,000, less any court costs ordered or to be assessed for this proceeding. This is slightly less than 20% of the net value but it accounts for the fact that Mr. Shannon will keep the Toyota Corolla.
- [53] I would reapportion the pension 65% in favour of Ms. Chand and 35% to Mr. Shannon up to the date of separation. Ms. Chand is entitled to the benefits of her post-separation contributions to the pension. This accounts for the marked and prolonged disparity in contributions during the relationship, Mr. Shannon's intentional and unexplained periods of unemployment, and Mr. Shannon's failure to disclose any documents about his own savings, if any, from his stock market activity. It balances these factors against the fact that Ms. Chand's pension was undoubtedly part of the parties' joint retirement plan. I would order that the pension administrator divide the pension 65% to Ms. Chand and 35% to Mr. Shannon effective from the inception of the pension to July 6, 2021 which is the date of separation.
- [54] Mr. Shannon's application response seeks two years of spousal support but since there is no counterclaim for that and since he has provided no financial information of his own, I make no order for support.
- [55] As Ms. Chand has been substantially successful in this proceeding, I find she is entitled to her costs. She may deduct those costs, after assessment, from the equalization payment. She may also deduct the \$1,000 costs awarded to her at the Judicial Case Conference. "Kirchner J."

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