

CANADA / JUDGMENT

## Chandler v. Chandler

2020 BCSC 500

### COURT

Supreme Court of British Columbia

### DECIDED

1 April 2020

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2020 BCSC 500 Chandler v. Chandler

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Chandler v. Chandler,

2020 BCSC 500

Date: 20200401

Docket: E182305

Registry: Vancouver

Between:

Jocelyn Mary Chandler

Claimant

And

Christopher John Chandler

Respondent

Before: The Honourable Madam Justice W. A. Baker

Reasons for Judgment

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## A. Winters

Place and Date of Trial:

Vancouver, B.C.

September 16-25, 2019

Place and Date of Judgment:

Vancouver, B.C.

April 1, 2020

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## I. introduction

- [1] After a relationship of over 15 years, which produced two children, Jocelyn and Christopher Chandler now seek a divorce, division of assets, and determinations of child and spousal support.
- [2] The parties were married on August 3, 2002. They do not agree on the date that they began living in a marriage like relationship. They separated on November 26, 2017.

- [3] Their first child, Jenna, was born in 2004. Their second child, Claire, was born in 2008. Jenna lives full time with her father at present. Claire lives 50% of the time with her mother, and 50% of the time with her father.
- [4] The parties have been able to resolve two significant issues:
- a) both parties consent to an order for divorce, and have met the test for divorce under the Divorce Act, R.S.C. 1985, c. 3 (2nd Supp.), and
  - b) parenting arrangements were settled by way of a final order made July 20, 2018 and varied on August 17, 2018 and August 9, 2019.

## II. Issues

- [5] The issues remaining to be resolved are the following:
- a) When did the parties enter into a marriage like relationship?
  - b) What are the guideline incomes of the parties for the purposes of support calculations?
  - c) What are the child support obligations of the parties?
  - d) Does Christopher Chandler have any spousal support obligations to Jocelyn Chandler?
  - e) What orders should be made in dividing family property?

### A. When did the parties enter into a marriage like relationship?

- [6] Jocelyn Chandler says the parties began a marriage like relationship in April 2001, when they started living together. Christopher Chandler says the parties did not live together until they were married in August 2002.
- [7] A great deal of time at trial was spent on this issue. Both Ms. Chandler and Dr. Chandler testified as to their recollections. Many of Ms. Chandler's recollections were corroborated by Lydia Steffen, who testified as to the early days of the parties' relationship.
- [8] Each case must be examined on its own facts in determining whether the parties were in a marriage like relationship. Some of the factors to be considered, which are relevant to the case before me, include: whether the parties lived together, had a sexual relationship, ate together, traveled together, purchased property together, presented themselves as a couple, and socialized as a couple: *Weber v. Leclerc*, 2015 BCCA 492 at para. 25.
- [9] Ms. Chandler testified that when she met Dr. Chandler she was living in an apartment for hospital workers in the small community of Île-à-la-Crosse in Northern Saskatchewan. Dr. Chandler was a physician in the same community. They met in June 2000. Dr. Chandler had planned a trip to Turkey in July 2000, and he invited Ms. Chandler to join him for part of the trip. At that time Dr. Chandler was still married to his first wife, but was in the process of divorcing. Ms. Chandler and Dr. Chandler began a sexual relationship in August 2000.

- [10] When the couple returned from Turkey, Dr. Chandler left Île-à-la-Crosse to begin training in anesthesiology in Saskatoon. He intended to attend that training for six months. Ms. Chandler began looking for work in Prince Albert to see if she could move to be closer to him.
- [11] They spent Christmas together in 2000 in Regina, and visited the families of both Ms. Chandler and Dr. Chandler for the first time. The couple traveled together in the new year and spent a week together in Cuba. By February 2001 Dr. Chandler had resigned from the anesthesiology program and decided to return to Île-à-la-Crosse. He returned to Île-à-la-Crosse in March 2001.
- [12] Ms. Chandler says that upon Dr. Chandler's return he asked her to move in with him. Dr. Chandler was living in a house close to the apartment complex where Ms. Chandler was living. Ms. Chandler testified that she was at first hesitant to move in with him because he was still married, but because he moved back to Île-à-la-Crosse to be with her, and she loved him, she decided to move in. Ms. Chandler's apartment was furnished when she moved in, so she had very little to bring with her to Dr. Chandler's house. She says she moved her clothes, her sports equipment and her cat to Dr. Chandler's house in April 2001.
- [13] Once they were living together, Ms. Chandler says they did everything together. They were very active and enjoyed the outdoors together. She says they initially shared the cooking, but that she had more time so she began doing more of the cooking. She says she also helped to keep the house clean. Ms. Chandler gave up her phone number at the apartment, and they both used Dr. Chandler's phone number at the house. They shared the cost of groceries.
- [14] Ms. Chandler confirmed that she did not give up her apartment. It was subsidized and only cost her \$200/month. She said she kept it as a place for people to stay when they came to visit, as Île-à-la-Crosse did not have many options for travelers.
- [15] Dr. Chandler's divorce from his first wife completed in the spring of 2001. Ms. Chandler and Dr. Chandler traveled together in the summer of 2001, when Ms. Chandler proposed to Dr. Chandler. Dr. Chandler said he needed more time because he had just finished with his divorce. In November 2001 they traveled again, and on that trip Dr. Chandler proposed to Ms. Chandler.
- [16] Ms. Chandler says she and Dr. Chandler socialized with the other young people in the medical community. They all lived in the same neighborhood and engaged in social and other activities together.
- [17] Ms. Chandler and Dr. Chandler purchased land in early 2002 where they intended to build a home. They went to a mortgage broker in February 2002 to begin the process of buying land. On that application form Ms. Chandler stated she was in a common law relationship, and the contact number she used was the land line in Dr. Chandler's house. By May or June 2002 they had engaged people to begin clearing the road to the new house.

- [18] When Ms. Chandler and Dr. Chandler filed their tax returns in April 2002, they checked the box on their forms which confirmed they were in a common law relationship during the 2001 tax year.
- [19] Lydia Steffen testified and corroborated much of Ms. Chandler's evidence regarding the couple's activities in 2001 and 2002 before the wedding. Ms. Steffen moved to Île-à-la-Crosse in 2001, and became part of a group of friends who socialized together. This group included Ms. Chandler and Dr. Chandler. Ms. Steffen confirmed that the Chandlers were a couple at that point. She described bonfires that were held in the neighborhood and she recalls Ms. Chandler and Dr. Chandler leaving the bonfires and returning together to Dr. Chandler's house.
- [20] Ms. Steffen lived one house away from the Chandlers. Ms. Steffen and Ms. Chandler did a number of activities together, including a stained glass class, cross country skiing, fiddle camp, and walking. She says that when they would go on these activities, Ms. Steffen would pick Ms. Chandler up from Dr. Chandler's house. She says that Ms. Chandler had at the house everything she would need for their activity. They never had to go back to Ms. Chandler's apartment to collect any equipment.
- [21] Ms. Steffen lived across the street from the apartment building where Ms. Chandler's apartment was located. She says that she never saw Ms. Chandler's car at the apartment building, and always saw it parked at Dr. Chandler's house. Ms. Steffen cat sit for the Chandlers once and remembers Ms. Chandler's cat being at Dr. Chandler's house.
- [22] Ms. Steffen was part of Ms. Chandler's bridal party. Just before the wedding, she was at the house with Ms. Chandler and watched Ms. Chandler go to the closet and cupboard to pull out the things she would need for the wedding. She was always under the impression that Ms. Chandler lived at the house with Dr. Chandler.
- [23] Dr. Chandler denied that they had plans to get married in early 2001. He denied that Ms. Chandler moved in with him in 2001, although he agreed that she would come over to his house 2-3 times a week. He said he and Ms. Chandler did not socialize with Ms. Steffen. He said his hot tub was placed on Ms. Chandler's apartment deck facing the lake, and they continued to use it on occasion. He agreed that he checked the box for a common law relationship on his 2001 tax return, but says he didn't understand what that meant; he thought it meant they were engaged. He initially tried to deny that he returned to Île-à-la-Crosse to be with Ms. Chandler, although he eventually conceded this to be the case under cross examination.

[24] Overall I found Dr. Chandler's evidence in relation to the commencement of the serious relationship to be unreliable and edited to reflect his desired outcome in this litigation. On balance, I do not accept Dr. Chandler's evidence. As an example, his explanation about his tax return is particularly incredible, given that he had already been married once, was 33 years old at the time, and was a well educated physician. To suggest he didn't know what the term "common law" meant on a tax return is simply not believable.

[25] I accept that Ms. Chandler and Dr. Chandler began living together as a couple in 2001 and from that point on shared their lives fully. The fact that Ms. Chandler retained her apartment, or that they kept a hot tub on the deck of her apartment, does not change the fact that they spent their days and nights together as a couple. They traveled together, friends saw them as a couple, and saw them leaving social gatherings and returning to Dr. Chandler's home as a couple, and Ms. Chandler moved her clothing, belongings and cat to Dr. Chandler's house in 2001. Dr. Chandler left his training in Saskatoon so he could be with Ms. Chandler, and invited her to live with him in a gesture that reflected his commitment to her. In early 2002 they purchased land upon which they would build their new home. By the time they were married in August 2002, they had been living in a marriage like relationship for more than a year.

[26] I find that the parties began living together in a marriage like relationship in April 2001.

B. What are the guideline incomes of the parties for the purposes of support calculations?

[27] A parent's income for the purposes of child support obligations must be calculated pursuant to s. 16 of the Federal Child Support Guidelines, SOR/97-175 [Guidelines]. The starting point is the sources of income set out under the heading "Total Income" or line 150 on the parent's tax return. This may be adjusted in accordance with the considerations set out in Schedule III of the Guidelines. In addition, where the most current tax return information is not a reasonable gauge of a party's current income, the most accurate current information should be used: *M.H.G. v. D.J.G.*, 2006 BCSC 214 at para. 19.

1. Income of Christopher Chandler

[28] Dr. Chandler is a physician, and practised as a physician throughout the marriage. In 2011 the family moved to Smithers, BC from Île-à-la-Crosse, Sask. This move was very lucrative for Dr. Chandler. He worked two days each week in Houston, BC, and had one ER shift at the hospital in Smithers each week. His income from 2011 to 2014 was the following:

- a) 2011 \$371,000
- b) 2012 \$283,000
- c) 2013 \$342,000
- d) 2014 \$230,000

- [29] In July 2015 the family left Smithers and went on a year long trip around the world. This interrupted the incomes of both parties from August 2015 to July 2016.
- [30] In 2015 Dr. Chandler earned \$180,000 in the first 6 months of the year while he was still working in Smithers and Houston.
- [31] When the family returned from the trip, they moved to Hazelton, BC. Dr. Chandler began working at the Wrinch Memorial Hospital on a .75 FTE (full time equivalent) arrangement. This contract was renewed in April 2017. He became chief of staff in 2017, and continued working there until July 2018. On April 1, 2018 he reduced his hours from .75 FTE to .50 FTE. At that time the parties had separated, and Dr. Chandler felt he needed the extra time to accommodate his child care responsibilities.
- [32] Dr. Chandler and Ms. Chandler created a company, Dr. Christopher Chandler, Inc., which was used, in part, to split income. Dr. Chandler's earnings were received into his company, and he was paid a wage from his company. In 2016 Dr. Chandler received \$95,000 as employment income through his company. A dividend was issued to Ms. Chandler in 2016 in the amount of \$58,500 through Dr. Chandler's company. As such, a more accurate picture of Dr. Chandler's earnings in 2016 is \$153,500 for a six month period.
- [33] In 2017 Dr. Chandler reported income of \$171,000 through his company, comprised of both employment income and a dividend. A dividend was issued to Ms. Chandler in 2017 in the amount of \$49,140 through Dr. Chandler's company. As such, a more accurate picture of the earnings of Dr. Chandler in 2017 is \$220,000. 2017 was the last year the parties were able to take advantage of income splitting, due to a change in the tax rules.
- [34] In July 2018 Dr. Chandler brought an application to permit him to move from Hazelton to Victoria with the children. This application was allowed on July 20, 2018. Once he moved to Victoria, he began working at various clinics owned by Dr. Ian Bridger. He continued to receive his income through his company. His income in 2018 from Wrinch Memorial Hospital and the Victoria clinics was \$273,000. This income was not reflected in his tax return. His 2018 tax return recorded a wage of \$140,000, and dividends of \$34,000. In order to address this under-recording in 2018, Dr. Chandler's company will record a dividend of \$190,000 in 2019.
- [35] The 2019 dividend of \$190,000 in Dr. Chandler's company was the subject of some debate at trial. The parties agreed that \$30,000 of this dividend was recorded on Dr. Chandler's personal income tax return in 2018, and that \$160,000 of this dividend would be recorded on Dr. Chandler's personal income tax return in 2019. Dr. Chandler argued, in determining his yearly income for support purposes, the \$160,000 should not be included in his 2019 income as it relates to funds taken out of the company in 2018. Dr. Chandler argues that the entire \$190,000 related to withdrawals from the company between May 1, 2018 and April 30, 2019.
- [36] Ms. Chandler argues that because the \$160,000 will be declared in 2019, it should be treated as income in 2019 and added to wages received by Dr. Chandler in 2019.

- [37] My task is to fairly determine the income received by Dr. Chandler in each of 2018 and 2019 which can be used to assess support obligations. Due to the disparity between the fiscal year end of his company, which was April 30, and the personal tax year, and his decision to receive some income as a dividend spread out over two years, the evidence provided by Dr. Chandler does not allow me to determine the funds he received with absolute precision. As such, I make the following determinations based on my assessment of the evidence provided. I accept that Dr. Chandler earned \$273,000 in 2018. Dr. Chandler recorded \$140,000 as employment income on his 2018 tax return, leaving \$133,000 of his earning to be received through dividends. Only \$34,000 in dividends was declared in his company in 2018, leaving \$99,000 of his 2018 income to be accounted for in dividends declared in 2019. In 2019 Dr. Chandler's company will declare a dividend of \$160,000 for the year ending April 30, 2019. Of this dividend, \$99,000 relates to the 2018 calendar year, and \$61,000 relates to the 2019 calendar year. I find that \$61,000 must be added to the earnings of Dr. Chandler in the 2019 calendar year. I note that Dr. Chandler is in the process of winding up his company with the intention of receiving his income directly in the future, which should allow his personal tax return to more accurately reflect his true earnings in the future.
- [38] No tax return for 2019 was available at the time of trial. Dr. Chandler provided evidence of the payments issued in 2019 for his work in the Victoria clinics. Dr. Chandler produced a summary of his weekly income from the two clinics for the 2019 year, and calculated an average monthly income of \$16,569. The amounts received show no income from one clinic in August 2019. This appears to be an anomaly which does not reflect his typical earning pattern. To include the month of August in calculating an average monthly income understates his income. Therefore, I have recalculated the average income to estimate his income for the last four months of 2019. I find that Dr. Chandler's average monthly income is \$18,170 for the last four months of 2019. As such, Dr. Chandler's annualized income for 2019 is \$205,237. To this I add \$61,000 as the portion of the \$160,000 dividend to be recorded in the 2019 financial statements of Dr. Chandler's company which I did not attribute to the 2018 year. I determine that Dr. Chandler's received income in 2019 is \$266,000. I note that this is slightly less than he received in 2018, and is consistent with his pattern of earnings over the years.
- [39] In the result, I find that the income received by Dr. Chandler for the years 2015-2019 is:
- a) 2015 \$180,000 (6 months)
  - b) 2016 \$153,500 (6 months)
  - c) 2017 \$220,000
  - d) 2018 \$273,000
  - e) 2019 \$266,000

- [40] Ms. Chandler argues that Dr. Chandler is underemployed and additional income should be imputed to him. Pursuant to s. 19(1)(a) of the Guidelines the court may impute income to a payor on the basis of intentional underemployment. Where there is evidence that the needs of a child require it, a payor may be excused from employment, or from taking reasonable steps to find employment commensurate with the payor's age, health, education, skills, and work history. However, a desire to be available for the children outside school hours is not sufficient to invoke the exception: *McCaffrey v. Paleolog*, 2011 BCCA 378 at paras. 46-49.
- [41] Since the children were born, Dr. Chandler tended to work less than full time. When they lived in Smithers he worked approximately 3 days each week. When they were in Hazelton he worked .75 to .50 FTE.
- [42] Since Dr. Chandler has been living in Victoria he has worked less than full time. He is scheduled to work alternating shifts of a four-day work week and a five-day work week. This amounts to roughly 18 days each month. Each day he is scheduled to work he works between 4.75 and 5 hours. From calendars produced in evidence, it appears that many months he works less than 18 days.
- [43] Dr. Chandler stated that his goal was to spend the maximum time he could with the children, and to make the maximum amount he could from his practice. He says that in the five hours he works, he sees the maximum number of patients per day for which he is permitted by the Medical Services Plan ("MSP") to bill his full rate. He could see an additional 15 patients each day, but he would only be permitted to charge 50% of his rate for those patients.
- [44] I heard no evidence of special needs of the children which require Dr. Chandler to work less than full time. Dr. Chandler said that he takes one day off in the weeks he has Claire. He said he had to change his shifts so that he could pick Claire up from school which is about 30 minutes from his house. However, no evidence was led as to why other arrangements could not be made for Claire to get home from school, such as buses or other alternatives.
- [45] Dr. Chandler said that he uses the free day every other week to take the children to appointments. However, when cross examined, Dr. Chandler agreed that Ms. Chandler takes Claire to her appointments, and that, while Jenna went to counselling once every two weeks for a few months in 2018, she no longer in counselling and has nothing other than ordinary doctor, dental or eye examinations. Jenna is only involved in basketball, which requires two practices each week during the season. Jenna is taking music lessons, but Dr. Chandler is her instructor and so, presumably, those lessons can take place whenever is convenient for Dr. Chandler. Dr. Chandler also said he needed to take the day off in the weeks he had Claire because Ms. Chandler refused to drop Claire off one hour earlier than her scheduled drop off time (due to Ms. Chandler's own work schedule). I do not accept this as a reasonable explanation as Dr. Chandler explored no other child care alternatives rather than missing an entire day of work.

- [46] I find that Dr. Chandler's decision to work less than 5 days a week is based on his personal desire to have time do things other than work, and is not a permissible excuse pursuant to s. 19(1)(a). I impute an additional \$24,000 (24 days per year at approximately \$1,000/day) to Dr. Chandler's 2019 annual income, and \$12,000 (12 days at approximately \$1,000/day) to Dr. Chandler's 2018 annual income, to account for Dr. Chandler's decision to work 18 days, rather than 20 days, per month.
- [47] Ms. Chandler challenged Dr. Chandler's decision to work five hour shifts, and not take on additional patients to the maximum of 65 patients per day albeit at a lower rate for the last 15 patients each day. Ms. Chandler also challenged Dr. Chandler's decision to work in clinics and not pursue hospital positions either in Victoria or smaller communities.
- [48] I am satisfied that Dr. Chandler has not acted unreasonably in working five hour shifts. I accept his evidence that he chooses to compress the maximum number of patients he can see at the full MSP rate into a five hour shift to allow himself more time to spend with his children and on other activities. He testified that he could work an eight hour shift in general practice, but he would make the same or less than he makes at the clinics. While he may be able to work another couple of hours to see more patients, he would be doing so at a reduced rate. Further, I accept that he is working at maximum capacity over the five hour shifts, without any breaks. It is not realistic for him to continue at that pace to add more patients to his day.
- [49] Other than the adjustment to impute two additional work days each month to his income, no further adjustments to his income are allowed.

## 2. Conclusion on Dr. Chandler's guideline income

- [50] For the purposes of this litigation, I find that Dr. Chandler's guideline income for the years 2017 to 2019 to be as follows:

- a) 2017 \$220,000
- b) 2018 \$285,000
- c) 2019 \$290,000

## 3. Income of Jocelyn Chandler

- [51] Ms. Chandler earns income through a number of sources. She is a trained physiotherapist, and has worked in that profession consistently through the marriage and presently. She provides physiotherapy services in a number of ways. She is a partner in Northern Therapy Services ("NTS"), and she provides most of her services through NTS. NTS operates in Victoria, where Ms. Chandler is primarily located, and in Northern British Columbia. Ms. Chandler supervises workers, performs services herself, business develops, and manages NTS. Her work is performed in Victoria and the North. During the weeks Claire lives with her father, Ms. Chandler often travels to the northern communities.

- [52] Ms. Chandler also has a sole proprietorship called Jocelyn Chandler Physical Therapy through which she provides some physiotherapy, although she is in the process of moving all her contracts to NTS. In addition, Ms. Chandler is an employee of Victoria Cool Aid Society ("Cool Aid"), where she works one day per week.
- [53] Ms. Chandler also receives rental income from a property she purchased in Île-à-la-Crosse. Between August 2018 and July 2019 she received \$1,050/month. Commencing August 2019 the rent increased to \$1,500/month.
- [54] Ms. Chandler began NTS with a partner in October 2017. Through NTS Ms. Chandler provides physiotherapy services, and her partner provides occupational therapy. Through NTS she began a physiotherapy clinic at the Wrinch Memorial Hospital in Hazelton. She was able to provide some services herself, but began staffing the clinic with physiotherapists hired through NTS. Those physiotherapists are employees and subcontractors of NTS. In 2018 NTS had one employee. In 2019 NTS had one full time employee and 2 part time employees. In addition, NTS now has seven subcontractors providing therapy, who generate income for the partnership. Ms. Chandler is actively trying to grow the business to provide services in other northern communities, including Terrace, Prince George and Vanderhoof. NTS retains a profit on all the services provided by the employees and subcontractors. While Ms. Chandler has had to spend quite a bit of time working on developing contacts and contracts for NTS, it has paid off in profits over and above her own personal billings. NTS has the potential to be quite lucrative for Ms. Chandler.
- [55] Ms. Chandler works one day a week at the Native Friendship Centre in Victoria, where she is provided with a room in which she can provide physiotherapy services to her own clients. 100% of her MSP billings for this work are billed through NTS. She works one day a week at Cool Aid, where she works as an employee and receives an hourly wage.
- [56] The remaining three days each week are spent providing physiotherapy services to pediatric clients in Victoria. These clients were developed by Ms. Chandler's work in meeting with schools, hospitals and doctors. She identified opportunities to provide pediatric services, and wrote grants to obtain funding from various sources to support these services. Developing and maintaining both the contracts and the funding sources requires a considerable amount of time. The funding sources are not secure, and neither are the contracts, although Ms. Chandler is committed to finding funding, maintaining contracts, and finding new contracts. She obtains 100% of her billings for the physiotherapy services she provides. In addition, she has hired a physiotherapy assistant who can implement programs designed by Ms. Chandler. NTS is able to make a profit on the work performed by this employee.

- [57] Ms. Chandler projects her income in 2019 to be \$116,661.38. I accept this estimate based on the evidence provided by Ms. Chandler and her accountant, Ruth Carle. I find that their explanation for Ms. Chandler's projected income is fully supported based on their knowledge of existing contracts and anticipated changes to those contracts, anticipated expenses, and anticipated profits in NTS based on employee and subcontractor work.
- [58] Dr. Chandler argues that Ms. Chandler has not acted reasonably in her employment choices since they moved to Victoria. He says she could be working in private clinics, earning a reliable income without the uncertainty of generating her own work. Ms. Chandler says she looked into private clinics but decided they were not appropriate for her for two reasons. First, she says that the private clinics focus on sport injuries, not pediatric and Indigenous clients where she has particular expertise. Because of the nature of the injuries treated by the private clinics, the clinics use a number of techniques Ms. Chandler is not trained in, including acupuncture, dry needling, shockwave therapy and IMS. Second, at a private clinic Ms. Chandler would receive 50% of the billings for each patient, and this would result in a yearly income of approximately \$70,000, which was less than she was making in her own business. For these reasons, she did not pursue work in a private clinic.
- [59] I am satisfied that Ms. Chandler is engaged in a reasonable practice, given her education and training. She is developing NTS as a larger northern therapy provider, which will allow her to profit from the work of employees and subcontractors in a number of locations. She can receive income from NTS in addition to her personal physiotherapy billings. Her income in 2018 and projected income in 2019 exceeds the income she could receive as an employee or contractor at a private clinic. I am satisfied that no adjustment to Ms. Chandler's yearly income is warranted.
4. Conclusion on Jocelyn Chandler's guideline income
- [60] Ms. Chandler has worked hard to build her business and has increased her income substantially from the years the parties were together. I am satisfied that Ms. Chandler's tax returns accurately set out her income for the years 2015 to 2018. For the years 2016 and 2017 her income includes dividends from Dr. Chandler's company. In 2015 Ms. Chandler reported income of just under \$35,000. In 2016, excluding the dividend she received from Dr. Chandler's company, she reported income of approximately \$24,000.
- [61] As I have included the income from dividends in Dr. Chandler's guideline income, I have deducted such dividends from Ms. Chandler's income to determine a more accurate basis upon which to assess each parties' earning potential. As such, I find Ms. Chandler's guideline income for the years 2017-2019 to be:
- a) 2017 \$68,000
  - b) 2018 \$87,000
  - c) 2019 \$116,000

C. What are the child support obligations of the parties from 2017 to the present, and into the future?

1. Past obligations

[62] Dr. Chandler agrees that child support should be assessed going back to the date of separation. In January 2018 Dr. Chandler attempted to set up a child support regime with Ms. Chandler, but it was not accepted. Later, Dr. Chandler again attempted to make child support payments to Ms. Chandler, but the cheques were not cashed. Ms. Chandler said she was not prepared to accept any payments because Dr. Chandler was under reporting his income and was placing conditions on her acceptance of any interim payments.

[63] There is no doubt that child support should have been addressed at the time of separation. Child support is the right of the child, and there is no reason why without prejudice payments should not have started in January 2018. In any event, Dr. Chandler has never denied this obligation and has remained willing to make payments as may be ordered.

[64] Both parties agree that child support should be determined commencing January 1, 2018 in relation to the following child care arrangements:

- a) January 1, 2018 - August 31, 2018 - Jenna lives full time with Dr. Chandler, Claire lives full time with Ms. Chandler, and
- b) September 1, 2018 - trial - Jenna lives full time with Dr. Chandler, Claire lives with each parent 50% of the time.

[65] Based on the guideline incomes for 2018 and 2019 I have determined above, child support obligations are the following:

Year

CC income

JC income

CC child support obligation

JC child support obligation

Net monthly amount payable by CC

Total payable by CC

2018 January to August 31

\$285,000

\$87,000

\$2,409

\$832

\$1,577

\$12,616

2018 September 1 to December 31

\$285,000

\$87,000

\$2,409

\$1,344

\$1,065

\$4,260

2019 January to September 30

\$290,000

\$116,000

\$2,448

\$1,730

\$718

\$6,462

\$23,338

## 2. Future obligations

[66] Based on my conclusions with respect to the incomes of the parties in 2019, child support is payable by Dr. Chandler in the monthly amount of \$718 and will remain payable in that amount until the parties seek a review in accordance with these reasons.

[67] By May 30 each year, each party shall provide the other with their tax return, notice of assessment, and any other information reasonably required to determine any required adjustments to child support.

[68] If the parties cannot agree on any adjustments required, either party may seek a review of child support obligations to ensure they are in accordance with the Guidelines, such review to be brought by July 1, of each year.

## 3. Special expenses

- [69] Dr. Chandler submits that the parties should agree on what special and extraordinary expenses are properly payable, and these should be shared proportionately in accordance with their incomes.
- [70] Dr. Chandler's proposal does not reflect the reality that the parties do not agree on what expenses should properly be shared. Ms. Chandler submits that special and extraordinary expenses should include all expenses itemized in s. 7(1)(a) - (c), (e) - (f) of the Guidelines. With respect to extracurricular expenses, Ms. Chandler submits the parties should share the expenses itemized in her F8, Jenna's 2019 surf camp, and any other expenses agreed to by the parties.
- [71] The yearly expenses itemized by Ms. Chandler for Claire are: dance lessons and performance costs (\$755), private swim lessons (\$455), dog training classes (\$140), and cello lessons and rental (\$1,600). I am satisfied that Claire is engaged in all the activities which give rise to these expenses.
- [72] Dr. Chandler objects to the swimming lessons because he says they do not work with his schedule. He objects to the dog training lessons because, while he acknowledges Claire loves the dog and the lessons, the dog lives at Ms. Chandler's house and so he doesn't think he should have to contribute. He objects to the cello lessons because Claire is already taking violin lessons at school. He did not explain his objection to the dance expenses. The objections of Dr. Chandler are not reasonable or valid. He did not testify that the costs were out of line with other programs available, that he could not afford to contribute, or that Claire herself was objecting to the activities - all of which might be reasonable objections. To the contrary, Claire clearly wants to take part in these extracurricular activities which are beneficial to her and should be encouraged. The costs are of a magnitude that they should be shared between both parents.
- [73] Both parents will share, in proportion to their incomes, all expenses itemized in s. 7(1)(a) - (c), (e) - (f) of the Guidelines. With respect to extracurricular expenses in s. 7(1)(f), I am satisfied that the expenses claimed by Ms. Chandler are reasonable and should be contributed to by Dr. Chandler. I am satisfied that Jenna's surf camp should be contributed to by Ms. Chandler. Both parties will contribute to any other reasonable extracurricular expenses, as agreed between them, in proportion to their incomes.
- [74] The paying parent will pay the parent seeking reimbursement within 30 days after he or she receives receipts supporting the request for payment.

D. Does Dr. Chandler have any spousal support obligations to Ms. Chandler and if so what are they?

1. Entitlement

[75] Entitlement to spousal support is determined through considerations of the factors and objectives set out in s. 15.2(1) of the Divorce Act. Pursuant to subsection (4), the court must consider:

the condition, means, needs and other circumstances of each spouse, including

- (a) the length of time the spouses cohabited;
- (b) the functions performed by each spouse during cohabitation; and
- (c) any order, agreement or arrangement relating to support of either spouse.

[76] Pursuant to subsection (6), in making a support order the court must:

- (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.

[77] No single objective set out in section 15.2(6) is paramount, and all must be considered by the court: *Moge v. Moge*, [1992] S.C.R. 813 at 850-853. The first two objectives relate to compensatory support, and the last two objectives relate to non-compensatory support. A court is not required to decide one basis of support to the exclusion of the others, and the doctrine of equitable sharing is the overarching principle to be focussed on by the court: *Chutter v. Chutter*, 2008 BCCA 507 at para. 49.

[78] Ms. Chandler claims both compensatory support and non-compensatory support.

[79] Dealing first with compensatory support, where a recipient spouse made efforts which conferred economic benefits or advantages on the payor spouse during the marriage, this may be recognized with an order for compensatory support. Compensatory support principles recognize compensation for losses caused by the marriage or its breakup, and recognize that a recipient spouse made sacrifices in assuming primary childcare and household responsibilities during the marriage resulting in a lower earning potential. The doctrine of equitable sharing recognizes both the disadvantages suffered by one and the advantages enjoyed by the other: *Chutter* at paras. 50-51. Compensatory support also addresses economic advantages and disadvantages on marriage breakdown.

- [80] Non-compensatory support focusses on the needs and means of each spouse, the length and nature of the marriage, and "the idea that spouses, by virtue of marriage, have some ongoing responsibility to care for one another": *Zacharias v. Zacharias*, 2015 BCCA 376 at para. 27, Chutter at para 54. Further, the needs of the parties goes beyond subsistence needs. The court must consider any disparity between the incomes of the parties after separation, and the standard of living during the marriage: Chutter at para 55-59.
- [81] A great deal of time at trial was spent discussing how much time each parent spent dealing with household tasks and childcare. While each tried to diminish the contributions of the other, I am satisfied that once their children were born, both parties shared childcare and household responsibilities, and both parties pursued their careers. The parties had a long marriage of almost 17 years and both made significant contributions to the family.
- [82] The family made a decision that after the children were born, each parent would work less than full time. Ms. Chandler took a full year off after Jenna was born, but then Dr. Chandler took a year off once Ms. Chandler went back to work. Dr. Chandler returned to work full time for one year, while Ms. Chandler worked part time. The following year Claire was born and Dr. Chandler took 3 months off work. Claire had significant health problems and both parents took time going back and forth to Saskatoon where Claire was in hospital. When Claire came home from the hospital, the parties agreed to both work half time (one week on, one week off), assuming the family responsibilities during the weeks they were at home. This continued until the family moved to Smithers in 2011.
- [83] Once the family moved to Smithers, Dr. Chandler worked approximately 3 days per week, and Ms. Chandler worked part time. Again, they shared household responsibilities and childcare. Not all the chores and activities were shared 50/50, but I am satisfied that both parents were actively involved in juggling the activities of their busy children, and their non-work activities.
- [84] When the parties moved to Hazelton, Dr. Chandler worked more than half time at the hospital. Ms. Chandler worked 2.5 to 3 days as a physiotherapist, but also spent time building contacts, writing grant applications, and building her practice. Again, the time spent by the parties working and addressing family responsibilities was shared.
- [85] Dr. Chandler urges me to find that he sacrificed his career in Smithers to move to Hazelton, which is where Ms. Chandler insisted the family move for her career. Ms. Chandler urges me to find that she took on more family responsibilities to support Dr. Chandler in his work. I am unable to accede to either position. I find that both parties actively pursued their careers at levels which satisfied both their professional ambitions and their desire to spend as much time as possible with their daughters. The decision to move to Hazelton was a family decision, and it was a very lucrative position for Dr. Chandler. Dr. Chandler also supported Ms. Chandler's desire to develop physiotherapy services for underserved Indigenous communities and youth, including agreeing to move to Hazelton.

- [86] Dr. Chandler's earnings were not enhanced by sacrifices made by Ms. Chandler, and Ms. Chandler's earnings were not diminished by sacrifices she made in her career. Ms. Chandler's economic contribution was much lower than Dr. Chandler's throughout the marriage, but this resulted from the fact that her profession attracts a lower income than Dr. Chandler's. However, the parties were able to enjoy a very good standard of living, even though they both chose to work less than full time. They were able to do this because each supported the other and because of the significantly higher income generated by Dr. Chandler throughout the marriage. While one worked, the other looked after the family. They were both able to enjoy extended quality time with their children, because of their mutual decision to work less than full time, supported primarily by Dr. Chandler's income.
- [87] On the breakdown of the marriage, the economic impact has been felt more acutely by Ms. Chandler. Dr. Chandler obtained an order allowing him to move to Victoria with the children in 2018. Dr. Chandler earns less than he did when the family lived in Smithers; however, it was his choice to move to Victoria and not to a city where he could earn more. Nevertheless, working full time at the clinic he will make between \$250,000 and \$300,000 a year.
- [88] Ms. Chandler followed him to Victoria so that she could continue to have parenting time with Claire and in the hope that her relationship with Jenna would be repaired. However, she has had to struggle mightily to build her practice. She has been very creative in her efforts, and has been working more than full time hours to build her business. She has increased her income significantly, but still lags behind Dr. Chandler by close to \$200,000. Further, I accept Ms. Chandler's evidence that she cannot maintain the pace of her work indefinitely, as she has been working far more than full time in order to build her business in a new city, and develop her business in the north.
- [89] Ms. Chandler and her bookkeeper also testified as to several significant impacts on her business anticipated for 2020. In 2019 Ms. Chandler lost two significant contracts - one with First Nations Health Authority, from which she earned \$12,600 in 2019, and one with Wrinch Memorial Hospital, from which she earned \$4,320 in 2019. Further, Ms. Chandler was able to earn \$13,540 from locums in 2019, and does not anticipate any locums for 2020. The combined impact of these lost contracts is over \$30,000. It may be that Ms. Chandler will replace some or all of this work, but I find there is a substantial risk that in 2020 Ms. Chandler's income will be reduced below the \$116,000 she is expected to earn in 2019.
- [90] The monthly expenses of the parties are relatively similar, with the exception of the higher taxes Dr. Chandler must pay due to his significantly higher income.
- [91] Since the break up of the marriage, Ms. Chandler has had to borrow money from her parents to cover her expenses. The payments from her parents began in March 2018 and have continued until the date of trial. I find that as of the date of trial she owed her parents \$238,000 related to her ongoing expenses, including legal expenses, after separation.

- [92] While Dr. Chandler also testified that he borrowed money from his parents, this statement in evidence was not supported by any disclosure on his financial statement or other documentary evidence. I find that Dr. Chandler has not proven any debt owing to his parents.
- [93] Dr. Chandler points to the fact that Ms. Chandler purchased a house in Île-à-la-Crosse after separation as evidence that she is not in financial need. I do not accept this submission. Ms. Chandler purchased the house at a very low cost to her using her TFSA savings, and it bears a significant mortgage. She is earning rental income on the house, and hopes to retire there in the future. This is a reasonable investment by Ms. Chandler which does not disentitle her to a claim for support.
- [94] I find that Ms. Chandler has suffered a significant economic disadvantage from the marriage breakdown. At the end of their long marriage, Ms. Chandler is left struggling to make enough money to cover her expenses, and is working up to 70 hours a week doing so. Dr. Chandler on the other hand, works less than full time hours, earns a significantly higher income than Ms. Chandler, easily pays his expenses, and has money left over to establish savings. I find that Ms. Chandler is entitled to support from Dr. Chandler to alleviate her economic disadvantage and to assist her in obtaining a lifestyle closer to what they shared as a couple.
- [95] I find the low end of the range of the spousal support advisory guidelines is an appropriate measure of spousal support in this case. This reflects the fact that Ms. Chandler continues to make reasonable attempts to become sufficient and cares for one child 50% of the time, and that Dr. Chandler continues to care for one child on a full time basis and one child 50% of the time.

## 2. Past obligations

- [96] Unlike child support, there is no presumptive right to spousal support. As such, notice to the payor, delay by the recipient, and misconduct of the payor all carry more weight in assessing entitlement to past spousal support: *Kerr v. Baranow*, 2011 SCC 10 at para. 208. In this case, Dr. Chandler has been on notice since the claim was started on December 21, 2017 that Ms. Chandler was seeking spousal support. Ms. Chandler made it known to Dr. Chandler that she would be seeking interim spousal support before trial, but that application was not pursued due to Ms. Chandler's focus on her deteriorating relationship with Jenna, and Dr. Chandler's application to relocate to Victoria.
- [97] Dr. Chandler testified that he has an account where he has saved approximately \$125,000 for taxes, legal costs and support obligations once they are determined. While he asserts that this account is flagged for child support only, I do not accept that he is caught off guard by Ms. Chandler's claim for retroactive spousal support.

[98] As set out above, Ms. Chandler's entitlement to support began in 2018 once the parties separated. I find no delay on the part of Ms. Chandler in advancing her claim for support, and no prejudice to Dr. Chandler in making a retroactive order for support.

[99] I find that Ms. Chandler is entitled to retroactive support from Dr. Chandler up to the date of trial as follows:

Year

CC income

JC income

CC spousal support obligation

Total

2018 January to August 31

\$285,000

\$87,000

\$2,572

\$20,576

2018 September 1 to December 31

\$285,000

\$87,000

\$3,061

\$12,244

2019 January to September 30

\$290,000

\$116,000

\$2,071

\$18,639

TOTAL

\$51,459

3. Future obligations

- [100] I find that Ms. Chandler has taken reasonable and appropriate steps to become self sufficient. However, she will require support for some time in order to achieve a reasonable level of self sufficiency following the end of this lengthy relationship. She continues to care for one of the children 50% of the time.
- [101] Ms. Chandler cannot support the standard of living she enjoyed during the marriage through the income earned in her profession, and she will continue to support her children until at least 2027. Balanced against these negative factors are Ms. Chandler's obvious commitment to her profession and her business, and her drive and ability to work hard at her profession. I find that Ms. Chandler is entitled to spousal support from Dr. Chandler for 15 years beginning in January 2018.
- [102] I have considered whether to fix spousal support at a set amount, or to base it off the parties' income tax returns. In the circumstances of this case, I find the most appropriate order is to set spousal support at \$2,500/month, reviewable no earlier than July 1, 2022. This reflects both the imputed additional 2 days per month of earnings from Dr. Chandler, and the anticipated contraction of Ms. Chandler's business in late 2019 and in 2020. This support order comes in effect as of October 1, 2019.
- [103] Either party may initiate a review on or after July 1, 2022 with respect to the quantum and/or duration of spousal support. This review is permitted based on uncertainty with respect to the income both parties will be able to achieve in their new employment in Victoria. No review on Ms. Chandler's entitlement to spousal support is permitted.

4. Should security for spousal support be ordered

- [104] Ms. Chandler seeks security for Dr. Chandler's support obligations, in the form of a life insurance policy naming her as irrevocable sole beneficiary for so long as support is payable.
- [105] This is not a common order and will only be made where the payor has been shown to be at real risk of non-payment of support, either deliberately or through bad health. I am not satisfied that such an order is appropriate in this case. Dr. Chandler is in good health and I am not satisfied that Ms. Chandler has established there is a real risk that Dr. Chandler will not comply with orders made against him. Further, Ms. Chandler is capable of obtaining an insurance policy on Dr. Chandler's life if she requires the peace of mind that such security may give: *Kemp v. Kemp*, 2018 BCSC 381 at para. 62.

E. How is Family Property to be Divided?

- [106] The parties were able to reach agreement on most of the contested family property. The orders agreed to by the parties, including any adjustments which must be made based on the findings I have made in these reasons, are scheduled to these reasons. The disputed items are dealt with below.

1. How much of Dr. Chandler's LIRA is excluded property?

[107] Dr. Chandler acquired a LIRA account prior to entering into a marriage like relationship with Ms. Chandler. As at December 2001 Dr. Chandler owned a University of Saskatchewan pension plan, which had a value of \$64,418.96. Once contributions from him and his employer were taken into account, Dr. Chandler says the value of his pension plan at the date of the marriage was \$71,265. During the marriage the pension was rolled into a locked-in LIRA. Dr. Chandler submits that the value of \$71,265 is excluded from the division of family property pursuant to s. 85(1)(a) of the Family Law Act, S.B.C. 2011, c. 25.

[108] The only dispute between the parties is as to the date of when the pension became family property. I have already found that the parties began a marriage-like relationship on April 1, 2001. All pension credits earned after that date are family property, and all pension credits earned before April 1, 2001 are excluded property. Ms. Chandler submits that the value of this excluded property as of April 1, 2001 was \$53,564, which I accept.

## 2. Household items

[109] Ms. Chandler seeks to have transferred to her a number of household items, including things such as sporting equipment, cookbooks, sentimental baby clothes, and a seashell collection. For the most part these items are sentimental and do not have significant monetary value.

[110] Dr. Chandler seeks an order that the parties will each retain whatever chattels are currently in their respective possession or control, and will release all claims to any chattels in the possession or control of the other party.

[111] In the circumstances, I am of the view that the order sought by Dr. Chandler is the appropriate order. In a marriage breakup there will always be an imperfect division of sentimental items. I am not satisfied that the division which occurred here was substantially unfair such that any further orders are required.

## 3. Chandler Family Trust

[112] Ms. Chandler says that she is not a beneficiary or trustee of the family trust. As such, she seeks no orders with respect to the family trust.

[113] Dr. Chandler seeks a wind-up of the family trust and seeks to have the parties share equally in the costs of achieving that wind-up.

[114] I find that the family trust was created for the benefit of the children and the family as whole during the marriage. As such, it is appropriate that Ms. Chandler share in the costs of winding up this trust.

[115] Dr. Chandler shall cause the Chandler Family Trust to be wound up, and the parties shall share equally in the costs of achieving that wind-up.

## 4. RESPs

- [116] The parties agree with virtually all steps to be taken in relation to the RESPs. The only issue which remains in dispute relates to the annual contributions of the parties in the future. In essence, the parties agree to split the existing RESPs, and then create new individual RESPs for the children which each party will contribute to in the future. The parties will share the annual Canada Education Savings Grant ("CESG") equally.
- [117] Ms. Chandler argues that if one party does not make the maximum permitted contribution amount to an individual RESP in a year, the other party should be allowed to top up their own RESP and apply for any remaining CESG that year. Dr. Chandler disagrees with this term.
- [118] As the agreed terms already contemplate a party being able to carry forward an annual contribution limit if that party does not apply for his or her 50% of the CESG in a given year, the term proposed by Ms. Chandler would allow the other party to override the carry forward term.
- [119] In the result, I do not agree the additional term proposed by Ms. Chandler is appropriate. The RESPs will be treated in accordance with the other terms agreed to by the parties, as set out in the attached schedule to these reasons.

5. Dr. Christopher Chandler Inc. Shareholder Loan

- [120] At some point after April 30, 2017, Dr. Chandler caused Dr. Christopher Chandler Inc. to repay to him a shareholder loan in the amount of \$9,000. Ms. Chandler seeks compensation for half of that amount, which she claims as a family asset.
- [121] The evidence as to when the shareholder loan was actually repaid, and whether it was received and spent during or after the marriage, was unclear. I am not satisfied on the evidence that Ms. Chandler has established her claim to 50% of this shareholder loan.

F. Tax Credits

- [122] The parties agree on the following terms relative to dependent tax credits:
- a) Dr. Chandler will be entitled to claim the eligible dependent tax credit relative to Jenna in each and every year in which he is eligible to do so.
  - b) Ms. Chandler will be entitled to claim the eligible dependent tax credit relative to Claire in each and every year in which she is eligible to do so.
  - c) The parties will cooperate and do all things necessary to facilitate and implement these paragraphs.

## G. Divorce

[123] Subject to s. 12 of the Divorce Act, the claimant Jocelyn Mary Chandler and the respondent Christopher John Chandler, who were married on August 3, 2002, are divorced from each other. The divorce is to take effect on the 31st day after the date of these Reasons for Judgment.

## H. Costs

[124] The parties have liberty to apply on the issue of costs.

## III. Schedule of Distribution of Family Property

### A. BVCU Joint Chequing Account

[125] Christopher Chandler will pay Jocelyn Chandler \$2,670 as compensation for funds withdrawn from this account on January 3, 2018, within 45 days of this decision.

[126] The balance of the account will be divided equally between the parties and the account closed. The parties will sign a joint letter of instruction to do so.

### B. BVCU Joint Savings Account

[127] The balance of the account will be divided equally between the parties and the account closed. The parties will sign a joint letter of instruction to do so.

### C. HSBC Joint Savings Account

[128] The balance of the account will be divided equally between the parties and the account closed. The parties will sign a joint letter of instruction to do so.

### D. MD Management Joint Investment Account

[129] The balance of the account will be divided equally between the parties and the account closed. The parties will sign a joint letter of instruction to do so.

### E. MD Management RESP Account

[130] The balance in the parties' MD Management RESP Account (the "Shared RESP") shall be divided equally between the parties, whereupon the parties shall cause the Shared RESP account to be closed.

[131] Each party shall transfer his or her 50% share of all funds in the Shared RESP to a new RESP account(s) in the sole name of that party (the "Individual RESP(s)"), subject to the terms set forth in this order.

- [132] Until the Shared RESP account is closed, each party shall exercise his/her best efforts to enable the other party to access statements and information related to the Shared RESP account.
- [133] In order to share and maximize the annual Canada Education Savings Grant (CESG) and avoid exceeding the maximum lifetime contribution limit which is currently \$50,000.00 per child, the parties will administer their Individual RESP(s) as follows:
- a) each party may contribute a lifetime maximum per child equal to one-half of the lifetime contribution limit as provided for by the Government of Canada less the contributions applicable to that child made to the Shared RESP and subject to the terms of this order or any agreement between the parties;
  - b) each party may contribute an annual amount to their Individual RESP(s) sufficient to allow that party to apply for 50% of the maximum annual CESGs for that year or any carry forward amounts, unless the parties otherwise agree in writing, and subject to subparagraph (d); and
  - c) if the maximum amount(s) for CESG eligibility have been reached in any year, a party may contribute additional amounts to their Individual RESP(s) at their discretion, not to exceed his or her share of the lifetime contribution limit provided for in subparagraph (a).
- [134] Each party may apply funds from his or her Individual RESP, if any, toward that party's share of the child(ren)'s post-secondary education expenses, as determined in accordance with section 7 of the Guidelines.

## F. RRSP and LIRA Accounts

- [135] The parties shall equalize their respective LIRA and RRSP accounts by way of a spousal rollover, using the current values of those accounts, with a deduction for the following excluded property contributions:
- a) \$53,564.00, representing Christopher Chandler's excluded property at April 2001;
  - b) \$9,441.00, representing Christopher Chandler's post-separation RRSP contribution; and
  - c) \$1,000.00, representing Jocelyn Chandler's pension benefits through the Saskatchewan Association of Health Organizations.

## G. Dr. Christopher Chandler Inc.

- [136] Christopher Chandler shall pay to Jocelyn Chandler \$29,317.00, gross of tax, for her interest in Dr. Christopher Chandler Inc., representing approximately 50% of the net equity in the corporation as at the most current financial statements being April 30, 2019, within 45 days of this order being made.

[137] Jocelyn Chandler shall sign all documents provided to her by Christopher Chandler as are required to transfer her shares and/or interests in Dr. Christopher Chandler Inc., to Christopher Chandler, and Christopher Chandler shall pay any and all costs associated with such transfer,

[138] The provisions of s. 73(1) of the Income Tax Act, R.S.C. 1985, c. 1 (5th Supp.) will apply to the share transfers and neither party will elect out of the operation of those provisions.

H. Chandler Enterprises Inc.

[139] Christopher Chandler will take such steps necessary to wind up Chandler Enterprises Inc. as soon as reasonably possible.

[140] Jocelyn Chandler will cooperate with all steps necessary to wind up Chandler Enterprises Inc., including signing any documents or providing any information required to effect the wind-up.

[141] The parties will share equally in any costs or liabilities associated with the wind-up of Chandler Enterprises Inc.

## **I. Vehicles**

[142] Jocelyn Chandler shall sign all documents provided to her by Christopher Chandler as are required to transfer her interest in the parties' Jeep Wrangler into Christopher Chandler's sole name.

[143] Jocelyn Chandler shall retain the 2009 Toyota Highlander.

J. Northern Therapy Services

[144] Jocelyn Chandler shall retain her interest in Northern Therapy Services.

## **K. Canada Pension Plan**

[145] Either party may apply for division of the parties' CPP pensionable earnings and credits for the period from April 1, 2001 until November 28, 2017.

## **L. 1 Lajeunesse Avenue, Île-à-la-Crosse, Saskatchewan**

[146] Jocelyn Chandler will retain the real property located at 1 Lajeunesse Avenue, Île-à-la-Crosse, Saskatchewan, subject to the associated RBC Mortgage #49916795-001, which Jocelyn Chandler acquired following the parties' separation.

## **M. Other Assets**

[147] Except as specifically otherwise provided in this order, Christopher Chandler shall retain all assets in his name or possession, or in which he has an interest, as his separate property.

[148] Except as specifically otherwise provided in this order, Jocelyn Chandler shall retain all assets in her name or possession, or in which she has an interest, as her separate property.

## N. Debts

[149] With the exception of any taxes payable by Jocelyn Chandler on Christopher Chandler's receipt of Jocelyn Chandler's interest in Dr. Christopher Chandler Inc., Christopher Chandler shall be solely responsible for all debts in his name and in the name of Dr. Christopher Chandler Inc., and Christopher Chandler shall fully indemnify and save harmless Jocelyn Chandler in respect of same.

[150] Jocelyn Chandler shall be solely responsible for all debts in her name and shall fully indemnify and save harmless Christopher Chandler in respect of same.

"Baker J."

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Prepared on 29 October 2026 · Esheria