

CANADA / JUDGMENT

Clarke v. Clarke

2014 BCSC 824

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Supreme Court of British Columbia

DECIDED

12 May 2014

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2014 BCSC 824 Clarke v. Clarke

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Clarke v. Clarke,

2014 BCSC 824

Date: 20140512

Docket: ED 52004

Registry: Nanaimo

Between:

Karyn-Grace Clarke also known as Karen-Grace Clarke

Claimant

And

Wayne Melvin Clarke

Respondent

Before: The Honourable Mr. Justice Baird

Reasons for Judgment

Claimant appeared on her own behalf:

Counsel for the respondent:

J. Anthony

Place and Date Chambers Hearings:

Nanaimo, B.C.

April 2, 3, and May 6, 2014

Place and Date of Judgment:

Nanaimo, B.C.

May 12, 2014

Introduction

- [1] This is a family law case in which there are cross-applications concerning child and spousal support.

Background

- [2] The claimant and respondent are 46 and 47 years old respectively. They were married in 1992 and separated in 2007. They have three children: Timothy Elliott Clarke born September 23, 1994; Shekinah Allicen Clarke born August 04, 1996; and Daniel Wayne Clark born February 24, 1999. Timothy has passed the age of majority and is no longer a child of the marriage. Shekinah and Daniel live with the claimant.
- [3] During the marriage the claimant's primary role was to look after the home and children. Occasionally she took paid employment outside the home, but established no consistent or durable work history. The respondent, on the other hand, is a computer consultant who has consistently earned a good living. At the time of separation he was earning approximately \$135,000 per annum. His income has increased in more or less consistent increments since then.
- [4] An interim consent order was made by this court on April 29, 2008 under which the respondent was obliged to pay the claimant the sum of \$1,700 per month for support of the three children, and \$1,300 per month in spousal support. Thereafter, the parties worked towards a final settlement. Both were represented by counsel. The negotiations were apparently protracted and emotional. In the end, however, the parties were able to come to agreement and entered into a final consent order on September 20, 2010 ("the final order").
- [5] The terms of the final order specified that the respondent's income for support purposes was \$145,000, while the claimant agreed to an imputed income of \$20,000. The respondent was required to pay the claimant the sum of \$900 per month for child support of Shekinah, as by that time she was the only child residing with the claimant. The final order stipulated that the respondent would be responsible for all "extracurricular" and "extraordinary" expenses for Timothy and Daniel, and for 60 per cent of such expenses for Shekinah. What constituted an "extracurricular" or "extraordinary" expense was not defined.
- [6] The spousal support provision in the final order was as follows:

5. By consent, the respondent, payor, shall pay to the claimant, recipient, the sum of \$1,700 per month for the support of the claimant, payment in equal installments on the 1st and 15th day of each month and every month commencing on the 15th day of July 2010 and continuing until June 15, 2018. The claimant and respondent each acknowledge that either party may apply for a change of support payments should there be a material change in circumstances of either the claimant or the respondent, but in any event support will cease on June 15, 2018.

This monthly amount was at the low end of the range set out in the Spousal Support Advisory Guidelines for people in the parties' circumstances. The duration was set in the middle of the 7.5 to 15 year range recommended by the Guidelines.

- [7] There was no further court activity until January 13, 2014, when the claimant filed her present application. Her main motivation was to secure additional child support for her youngest child, Daniel, who returned to live with her in October, 2013. In his response filings the respondent opposed this claim, only to advise first thing on this hearing that he would consent to such an order on the basis of a guideline income of \$157,000 per annum. For reasons discussed below, however, he opposed the claimant's submission that the order should be retroactive to November 1, 2013.
- [8] The claimant has also sought a number of more specific orders touching upon the children which the respondent opposed. These include orders that the family should attend crisis counselling if Daniel decides again to change his place of residence (the claimant abandoned this item of relief on this hearing); that the respondent should pay a set sum of \$200 per month to cover "extracurricular" expenses for Daniel and Shekinah; that the respondent should re-instate the claimant on his medical health insurance plan (which the claimant now accepts is impossible as the plan does not cover ex-spouses); that the respondent should continue paying for Daniel's cell phone and Xbox accounts; and that the respondent should pay 60 per cent of "the costs associated with Shekinah's plans to enrol in a program volunteering with orphaned children either in South America or Africa."
- [9] The respondent cross-applied under section 17 of the Divorce Act for an order that the duration and amount of his obligation to pay spousal support should be reduced. On this hearing, he went further and argued that his spousal support obligation should be terminated. He alleged material changes in the claimant's circumstances: firstly, that the claimant's income has increased substantially since the order was made; and secondly, that she is cohabiting with a new partner who earns approximately \$110,000. He argued that the claimant's present financial and partnership arrangements are satisfying her support needs, and therefore he should be relieved of further support obligations to her.

- [10] The respondent's main reason for not consenting to a variation of child support for Daniel retroactive to November 1, 2013 was that, because of these alleged material changes in the claimant's circumstances, he considers that for quite some time he has been paying spousal support to which the claimant is no longer entitled. The respondent encouraged me, essentially, to consider that these putative "overpayments" of spousal support should offset any retroactive order of child support.
- [11] In addition to her claim for a set sum every month for "extracurricular" expenses, the claimant submitted that the 60/40 sharing of "extraordinary" expenses contained in the final order should be maintained. The respondent's position was that the parties should pay for special and extraordinary expenses as defined in section 7 of the Federal Child Support Guidelines, and the claimant's present demands do not fall under that definition.

Discussion

General

- [12] For the reasons set out below, I am going to order a reduction in the respondent's spousal support obligations. However, I am not persuaded that termination would be fair or just. I decline to vary the duration of support set out in the final order. The payments will end, as agreed by the parties, on June 15, 2018.
- [13] The claimant, who represented herself on this application, told me during submissions that she ought not to have consented to the spousal support terms set out in the final order. She said that her lawyer did not explain things adequately to her. With proper advice, she said, she would have insisted on a higher amount and a longer duration of spousal support.
- [14] As I have mentioned, however, both parties were represented by counsel during the lengthy negotiations that led to the final order. There were a number of issues for resolution during those negotiations. The amount and duration of spousal support was part of a larger agreement. I have no intention of reconsidering that agreement or going behind the terms of the order. An application to vary or rescind maintenance payments proceeds on the basis that the amount of maintenance originally ordered was correct at the time the order was made: *Haigh v. Haigh* (1997), 41 B.C.L.R. (3d) 139 (C.A.).
- [15] As a result, I will consider the matter only on the basis of the considerations referred to in section 17(7) of the Divorce Act which reads as follows:
- (7) A variation order varying a spousal support order should
- (a) recognize any economic advantages or disadvantages to the former spouse arising from the marriage or its breakdown;
 - (b) apportion between the former 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 former spouses arising from the breakdown of the marriage; and,
 - (d) insofar as practicable, promote the economic self-sufficiency of each former spouse within a reasonable period of time.
- [16] There is a dispute before me about the parties' respective incomes. The claimant argued that the respondent engaged in "creative accounting" to make his income appear smaller than it is. The respondent, for his part, alleged that the claimant wilfully refused to disclose financial information for the oblique purpose of concealing her true earnings. I do not think there is much in this dispute. Having examined the available documentation and listened carefully to argument, I am satisfied that I have an accurate enough appreciation of each party's financial situation.
- [17] My goal here is finality. These parties have been separated for almost seven years. The dispute between them has been lengthy and emotional. It is high time that a firm line were drawn under this litigation. The figures that I will rely on may be a bit rough, but I am satisfied that they are fair and will result in appropriate support for the children, so long as they remain dependent, and for the claimant.
- [18] Furthermore, to prevent the parties from reopening the litigation without proper cause, I hereby seize myself of this file and direct that no further applications are to be filed by either party without my permission. I wish to make it clear, especially to the claimant, that no such permission will be granted in the absence of full and frank financial disclosure on terms that I will be prepared to order, if necessary.

The respondent's income

- [19] I am satisfied on evaluation of the respondent's sworn affidavit and financial information that an appropriate figure of income to use for calculation of his child and spousal support obligations would be \$160,000. The claimant has argued that his income is higher than this, but I find that his financial disclosure is complete and accurate and that, for the purposes of calculating child and spousal support, his income over the past three years was \$163,708.87 (2011), \$158,682.62 (2012), and \$157,892.26 (2013), the average of which is just over \$160,000.
- [20] I propose to use this averaged figure for the present purposes. The respondent's annual earnings have waxed and waned within this narrow band over the last few years. They will probably continue to do so over the remaining several years during which he will continue to be obligated to pay child and spousal support. If his income turns out to be either slightly above or below this average band, it will be small beer in support terms. I have concluded that this approach accords with section 17 of the Federal Child Support Guidelines, and with the pragmatic approach to determining income set out in the Spousal Support Advisory Guidelines and authorities such as *Beninger v. Beninger*, 2009 BCCA 458.

The claimant's income

- [21] Since separation the claimant has become a breastfeeding expert and has set herself up in business as a lactation consultant. She conducts this business through a limited company called Grace Management Consulting ("GMC"), which owns a minority stake in an outfit called GOLD Lactation Online Conference ("GOLD"), which in turn, according to its website, is "dedicated to the continuing education needs of healthcare providers working in the science of lactation and the arts of breastfeeding."
- [22] The respondent, as I have already said, complained of a lack of financial disclosure concerning the claimant's business arrangements. He submitted that I should impute an income to her in the range of \$65,000 per annum. The claimant told me, and the available documentation would seem to confirm, that GMC's gross revenues last year were, in fact, around this amount. These revenues came from management fees charged to GOLD for lactation consulting services, a small amount from fees for local services performed independently of GOLD, and approximately \$20,000 in profits from GMC's percentage share ownership of GOLD.
- [23] Concerning the share ownership, when the claimant joined forces with GOLD in October 2011, she cashed in some RRSPs and loaned GMC \$42,000 to buy 12.5 per cent of GOLD's shares. The RRSPs were part of the claimant's matrimonial property settlement. GMC has been repaying the claimant's loan without interest at the rate of \$1,000 per month. I was told that it will be another 18 months or so before that loan is paid in full. The claimant uses the monthly repayment amount to cover everyday living expenses, but this is a neutral factor in evaluating her income and the respondent did not argue otherwise.
- [24] Since 2011, furthermore, approximately \$12,000 of GMC's annual revenues have been used to purchase additional GOLD shares in accordance with an option to do so contained in a shareholder agreement between the two companies. By the terms of this agreement, GMC has the option to purchase a maximum of 20 per cent of GOLD shares. At present GMC owns 17.5 per cent of GOLD. With the final payment of \$12,000 due on October 31, 2014, the 20 per cent maximum will have been reached.
- [25] The claimant strenuously opposed the imputation of income to her in the amount proposed by the respondent. She said that legitimate business expenses should be deducted from that sum. These expenses were not adequately supported by documentary evidence. However, I am prepared to accept, and the respondent did not dispute, that GMC incurs expenses for office space and equipment, for a vehicle and the costs of its operation and maintenance, for some casual staff, book-keeping services, and so on.

- [26] In the absence of proper documentation, I am left to estimate a reasonable and fair amount in expenses, which I find would be in the \$20,000 range. To this amount I would add the approximately \$12,000 that GMC has been paying annually to top up its GOLD share ownership, which is a bona fide part of GMC's business plan and, removing the corporate veil, a vital part of the claimant's plan to become economically independent.
- [27] I therefore find that GMC's pre-tax corporate income in 2013 was approximately \$33,000, and that this amount fairly represents the amount of money available to the claimant in income for the purposes of evaluating the respondent's variation application: see, by analogy, *Kowalewich v. Kowalewich*, 2001 BCCA 450 at paras. 41-44.
- [28] I foresee that this will continue to be the approximate amount of money available to the claimant until October 31, 2014, when GMC makes the last payment to GOLD under the shareholder agreement. After that date, I conclude that it would be fair to impute an income of \$48,000 to the claimant, given the availability of the extra \$12,000 annually plus the likely increase in income from the 20% share in GOLD.

The claimant's new cohabiting arrangements

- [29] When the recipient of spousal support enters into a cohabiting arrangement that was not foreseen when the obligation to pay support was agreed or ordered, it can amount to a material change in the payee's circumstances justifying the reduction or even termination of the obligation: see, for example, *Kelly v. Kelly*, 2007 BCSC 227; *Range v. Range* (1995), 14 R.F.L. (4th) 11 (B.C.S.C.); and *Redpath v. Redpath*, 2008 BCSC 68. These authorities confirm that the recipient spouse bears the onus of demonstrating that, despite the material change, there is a continuing need for spousal support.
- [30] I am satisfied that the claimant's relationship with her new partner began well after the order was made, and the amount of spousal support was not agreed in contemplation of it. The evidence plainly suggests that this is a stable, marriage-like arrangement which is intended to be permanent. The claimant's new partner earns a solid annual income of \$110,000 year, but he is paying court ordered support of \$1,677 per month for his three children from a previous marriage, plus spousal maintenance of \$923 per month.

Material change in circumstances?

- [31] The Supreme Court of Canada has said that upon a Divorce Act section 17 variation application the change in circumstances must be material, meaning a change that, if known at the time of the original order, would likely have resulted in different terms: *G.(L.) v. B.(G.)*, [1995] 3 S.C.R. 370. If the situation was foreseen at the time of making the order sought to be varied, it cannot be used as a basis for variation. A court will vary a support order only where it finds a change that is substantial, unforeseen and of a continuing nature: *T.(T.L.A.) v. T.(W.W.)* (1996), 24 R.F.L. (4th) 51 (B.C.C.A.).

[32] Considered in isolation, I would consider neither the claimant's rise in income nor her common law relationship to constitute a material change in circumstances meriting a variation under section 17 of the Divorce Act. When those two factors are combined, however, I am satisfied on a balance of probabilities that they do amount to such a change. I have concluded that these factors have reduced the claimant's need for support to a degree that is not trivial, insignificant or insubstantial.

Does the claimant continue to be entitled to support?

[33] To my mind, however, there can be no doubt that the existing order of spousal support was primarily compensatory in nature, and to the extent that it was, the claimant's entitlement to it persists: *R.S.R. v. S.M.R.*, 2006 BCSC 1404. That the final order was set up to address the significant economic loss suffered by the claimant because of marriage dissolution is beyond question. It was intended to compensate the claimant for establishing and maintaining the bulwark of home and family support that permitted the respondent to pursue his career and achieve his present income earning power.

[34] The claimant was approximately 25 years old when she married the respondent. Until the age of 40, she spent most of her time looking after their home and children. She took no vocational training and earned little income. Her homemaker role enabled the respondent to devote himself fully to his career and to develop his present strong earning capacity. She came away from her medium-length marriage without a career or much in the way of money or assets. She was financially disadvantaged when the joint venture of her marriage terminated. Her income is improving and she is on the way to self-sufficiency, but she still requires the respondent's support.

[35] The respondent has urged that the claimant's present common law relationship, in essence, has wholly and satisfactorily replaced the economic unit which he established jointly with the claimant during their marriage. I disagree. In my assessment, as long as the claimant's new partner continues to be obligated to pay for his previous ménage, he is not adequately able to support the claimant. The claimant, meanwhile, is not yet able to contribute adequately to her new household. To put it another way, the claimant's present conjugal joint venture has not created support for the claimant that sufficiently remedies the financial prejudice caused by the demise of her previous arrangement with the respondent.

[36] As the claimant's income increases, however, and as her and her partner's children grow older and become independent, I confidently predict that their joint finances will gradually become adequate to the fitting and proper support of the claimant without the necessity of any contribution from the respondent. That time has not yet arrived. The claimant has not yet been reasonably compensated for the unexpected termination of her long-term partnership with the respondent, to which, for emphasis, she made a large contribution and attached legitimate long-term financial expectations.

- [37] The claimant has discharged the onus of establishing that she continues to be entitled to spousal support.

Variation of Spousal Support

- [38] However, as previously stated, I am persuaded that there has been a material change in the claimant's circumstances, and that it would be fair and just to order a downward variation of the respondent's obligation to pay spousal support. In considering the matter, I have borne in mind that the respondent is going to be paying more in child support now that Daniel has moved back to the claimant's residence.
- [39] The claimant argued forcefully that the final order already set spousal support at the lower end of the range recommended by the Spousal Support Advisory Guidelines, and that any reduction would take her below that range. She submitted that this would be unfair. However, this is a variation, rather than an initial, spousal support application, and as the Court of Appeal observed in *Beninger*, the Guidelines were not designed to address complex issues such as re-partnering, remarriage, second families, and retirement. It is precisely upon such intervening changes of circumstance that the case authorities endorse a reasoned and measured departure from the Guidelines where appropriate.
- [40] In the result, I will make a variation order to take effect on November 1, 2014, after GMC has purchased the last tranche of GOLD shares in accordance with the shareholder agreement between the two companies. Thereafter, as aforesaid, on the basis of the claimant's imputed income of \$48,000 and the respondent's income of \$160,000, the respondent will be obliged to pay spousal support of \$1,200 per month payable in equal instalments of \$600 due on the first and fifteenth days of every month. This obligation will terminate after June 15, 2018.

Child Support

- [41] On the basis of his Guideline income as determined above, the respondent will pay \$2,230 per month for the support of Shekinah and Daniel for as long as they remain children of the marriage. Payments will be due in equal instalments of \$1,115 on the first and fifteenth day of each month.
- [42] As noted, the respondent argued that the child support order should not be made retroactive because he has been "overpaying" spousal support for some time. Given my conclusions on that point, I cannot agree. The respondent also argued that it was the claimant's failure to disclose financial information that prevented him from making an informed decision about his support obligations. Her intransigence obliged him to await litigation of the matter. Because of this, he argued, it would be unjust to order retroactive payment. I reject this argument. It was wrong of him to mix up his spousal and child support obligations. He should have paid Guideline support for Daniel from the moment he moved back with the claimant. The claimant should not have been forced to pursue him for it.

[43] Accordingly, the child support order is retroactive to November 1, 2013. Deducting the \$900 per month that the respondent has continued to pay for Shekinah since that date, arrears of support are hereby fixed at \$9,310. This amount is to be paid in full by no later than October 1, 2014.

"Extracurricular" and "Extraordinary" Expenses

[44] As I said earlier, the final order included the term that the respondent should pay all "extracurricular" and "extraordinary" expenses for Timothy and Daniel and 60 per cent of such expenses incurred for Shekinah. I note in passing that the claimant was not obliged to make any contribution to these expenses for the boys, or, for that matter, to pay any child support.

[45] In practical terms, this regrettably vague provision in the final order resulted in the respondent paying for any and all of expenses incurred for Timothy and Daniel, while Shekinah's expenses, whether characterised as "extracurricular" or "extraordinary", have been a constant source of disagreement and friction between the parties. The claimant clearly accords an expansive definition to these terms. On this application, as I have noted above, she asked me to order the respondent to pay for Daniel's cell phone bills and Xbox subscriptions, and in her final submission, she added Shekinah's gym membership, yoga lessons, and personal trainer.

[46] Litigation about such picayune matters is manifestly contrary to the interests of all concerned, and I will impose a straightforward solution. The final order is hereby varied to eliminate all reference to "extracurricular" and "extraordinary" expenses, and from now on the parties will simply be obliged to pay special and extraordinary expenses as defined in section 7 of the Child Support Guidelines in accordance with their respective incomes.

What are special and extraordinary expenses?

[47] It appears that the parties do not agree as to what qualifies as a "special or extraordinary expense". In order to guide them in the future I am going to briefly comment on the legal meaning of that phrase. I note that there is a similar summary in *MacDonald v. Pink*, 2011 NSSC 421 at para. 55, which may also be helpful.

[48] Section 7 of the Federal Child Support Guidelines gives the court the discretion to order payment of an amount over and above the regular table amount. However, in order to qualify for a s. 7 order, the expenses must be proven to be "special" or "extraordinary" in some way.

[49] This is because the basic table amounts of child support are designed to cover all the "ordinary" costs of raising a child: *D.M.C.T. v. L.K.S.*, 2008 NSCA 61 at para. 25. Food, shelter, clothing and other necessities are all ordinary, as are many educational, extracurricular and recreational expenses: *McLaughlin v. McLaughlin* (1998), 167 D.L.R. (4th) 39 (B.C.C.A.).

- [50] So when does an expense qualify as special or extraordinary? First, it must fit within one of the categories of expenses listed in section 7, as follows:
- (a) child care expenses incurred as a result of the custodial parent's employment, illness, disability or education or training for employment;
 - (b) that portion of the medical and dental insurance premiums attributable to the child;
 - (c) health-related expenses that exceed insurance reimbursement by at least \$100 annually, including orthodontic treatment, professional counselling provided by a psychologist, social worker, psychiatrist or any other person, physiotherapy, occupational therapy, speech therapy and prescription drugs, hearing aids, glasses and contact lenses;
 - (d) extraordinary expenses for primary or secondary school education or for any other educational programs that meet the child's particular needs;
 - (e) expenses for post-secondary education; and
 - (f) extraordinary expenses for extracurricular activities.
- [51] That list is exhaustive. If the claimed expense does not fit into any of those categories, it cannot be a special or extraordinary expense: *Kase v. Bazinet*, 2011 ONCJ 718 at para. 39.
- [52] Even where an expense fits into one of the listed categories, that is not the end of the story. The expenses must be both "necessary" -- as defined in relation to the child's best interests -- and "reasonable," as measured against the combined financial means of the parents (and, where appropriate, the child) as well as the family's spending patterns prior to separation: see section 7(1) and *Yensen v. Yensen*, 2003 BCSC 1372 at para. 8. In addition if the expense is one listed under subsection (d) or (f) -- educational programs or extracurricular activities -- the party claiming the expense must prove that they are "extraordinary."
- [53] There is no straightforward definition for "extraordinary" although section 7.1, recently added to the Guidelines, provides some guidance; it requires a sort of proportionality inquiry, looking at the nature and number of activities, any special needs or talents of the child, the overall cost of the activities, and any other similar relevant factors: see *D.M.C.T.* at para. 32.
- [54] Because the tests are fact-specific, I cannot definitively say what types of expenses qualify in every case. But I can say what does not qualify as special or extraordinary:
- Expenses such as "entertainment, pets, vacations, school fees, school supplies, children's allowances, meals outside the home, personal grooming, and clothing" are not section 7 expenses: *Mertler v. Kardynal* (1997), 35 R.F.L. (4th) 72 (Sask. Q.B.).
 - A home computer and other similar technologies do not qualify as extraordinary as they are "common item[s] found in most homes": *Yensen* at para. 18.

· Recreational sports and other similar extracurricular activities -- dance lessons, community sports leagues, ski trips, etcetera -- are generally considered "ordinary." The question is whether the participation goes beyond that of the "average child": D.L.C. v. F.M.C., 2010 BCSC 1312 at para. 67.

[55] I hope that this explanation will allow the parties to come to agreement on special and extraordinary expenses without any more bitterness between them or the necessity of further court proceedings.

[56] I am not going to make orders for payment of any of the specific items requested by the claimant. The cost of a child's cell phone does not fit into the categories listed under section 7, and nothing about an Xbox membership strikes me as extraordinary. The same might be said of certain expenses referred to in the claimant's summation, such as Shekinah's gym membership and yoga classes. These are perfectly "ordinary" recreational expenses, commonly incurred in households across the country. Of course the respondent may pay for such things if he wishes, but the court will not order him to do so.

[57] As to the proposed volunteer trip for Shekinah, without deciding whether such an expense would be "extraordinary" in the sense described above, it is currently too speculative to found an order. She is only considering applying to go on such a trip. As I understand it, she has not yet been accepted into a volunteer program of the type described. I emphasize again that the costs must be both necessary and reasonable. I would need to know a great deal more about Shekinah and how such a trip may be in her interests before I could find the expenditure to be necessary. I would also point out that the reasonableness of the expense takes into account the child's own means. Shekinah is at the age where she can reasonably be expected to contribute to her own activities, particularly of the type described here.

[58] As I said, once the parties have determined that an expense does qualify, they will share the cost proportionate to their incomes. Schedule III to the Federal Child Support Guidelines, s. 3.1, says that in calculating income for the purposes of section 7, one must deduct the spousal support paid to the other spouse. While spousal support is not included in the payee's income for the purposes of table child support, it is, by implication, included for the purposes of section 7 (see s. 3, Schedule III). As a result, for this purpose, the respondent's income is \$143,880 and the claimant's income \$64,200. By my calculation their respective shares of any special and extraordinary expenses are therefore 70% and 30% (rounded).

Result

[59] The final order is varied as follows:

- 1) the respondent's income is declared to be \$160,000, while an income of \$48,000 is imputed to the claimant;

- 2) effective November 1, 2014, the respondent will pay \$1,200 per month in spousal support payable in equal instalments of \$600 on the first and fifteenth day of every month. These payments shall continue until June 15, 2018, after which the obligation to pay spousal support shall cease;
- 3) the respondent will pay \$2,230 per month for the support of Shekinah and Daniel for as long as they remain children of the marriage, payable in equal instalments of \$1,115 on the first and fifteenth day of every month;
- 4) the child support variation is retroactive to November 1, 2013, and arrears of support are declared to be \$9,310 to be paid in full by no later than October 1, 2014;
- 5) the respondent will pay 70 per cent and the claimant 30 per cent of all special and extraordinary expenses incurred by or on behalf of Shekinah and Daniel for as long as they remain children of the marriage.

[60] Success has been mixed on this hearing. The parties will bear their own costs.

"Baird J."

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Prepared on 29 October 2026 · Esheria