

CANADA / JUDGMENT

Crozier v. Crozier

2025 BCSC 32

COURT

Supreme Court of British Columbia

DECIDED

9 January 2025

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2025 BCSC 32 Crozier v. Crozier

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Crozier v. Crozier,

2025 BCSC 32

Date: 20250109

Docket: E211741

Registry: Vancouver

Between:

David Lewis Crozier also known as Dylan Crozier

Claimant

And

Vincent Thomas Crozier, also known as Vincent Thomas Chiodo, and Ottavio Chiodo

Respondents

Before: The Honourable Madam Justice W.A. Baker

Reasons for Judgment

Counsel for the Claimant:

D.L. Dahl

No other appearances:

Place and Date of Trial:

Vancouver, B.C.

September 23, 2024

Place and Date of Judgment:

Vancouver, B.C.

January 9, 2025

Introduction and Background

- [1] Dylan and Vincent Crozier began living together in June 2001. They were married on July 14, 2007 in Vancouver, BC, and separated on April 1, 2021. In this trial, the claimant Dylan Crozier seeks an order for divorce and various orders with respect to family property and debts.
- [2] The respondent Vincent Crozier came to court on the day of trial, but left before the trial commenced. Vincent Crozier's father, Ottavio Chiodo, is also a respondent to the claim. He was given ample and repeated notice of the trial, and was given permission to attend the trial by MS Teams. However, he did not attend.
- [3] Dylan Crozier was 75 years old at the date of trial. Vincent Crozier was 56 years old at the date of trial. Neither party was working. Dylan Crozier was a pastor, and retired approximately three to four years before trial. He receives the Canadian old age pension and CPP in the total monthly amount of \$1,500. Vincent Crozier was a professor at BCIT for 20 years, earning approximately \$100,000 annually, but has been on disability since 2019.
- [4] Dylan Crozier says that Vincent Crozier began using drugs like crystal methamphetamine in around 2018, and this has changed his personality. He says BCIT sent Vincent Crozier to counselling for his drug addiction, but Vincent Crozier only attended for a few months.
- [5] Dylan Crozier seeks an order for divorce at this time. The parties have lived separate and apart for more than one year. I am satisfied that there is no possibility of reconciliation and no collusion in relation to Dylan Crozier's application for divorce.
- [6] In addition to the property claims before me in this trial, Dylan Crozier seeks, in his notice of family claim, spousal support, an interest in tax refunds obtained by Vincent Crozier for the seven-year period prior to trial, and a share in any proceeds arising from Vincent Crozier's dispute with BCIT about disability payments Vincent Crozier was entitled to from 2019 onwards. Dylan Crozier has brought numerous applications against Vincent Crozier seeking production of relevant documents and information. Vincent Crozier has failed to comply with these production orders, which relate to documents necessary to support these claims. As such, he seeks to adjourn these three claims until such time as Vincent Crozier produces the documents necessary to fairly adjudicate them.

Family Property

- [7] The parties lived together in New Westminster. Over the years they were together, the parties also bought and sold real estate for profit. Over time they bought, renovated, and sold approximately 11 units. Vincent Crozier's property claims relate to the family home in New Westminster and their final revenue property located at Homer Street in Vancouver.
- [8] I am satisfied that, pursuant to s. 81 of the Family Law Act, S.B.C. 2011, c. 25 [FLA], both parties will share equally in the family assets and debts I will address below, subject to certain adjustments.

Family Home

- [9] During the marriage, the parties lived in a strata property at 1150 Quayside Drive, New Westminster. Originally, they lived in unit 214. On October 10, 2017 they purchased unit 412, a penthouse suite ("Quayside property"), and they were registered as joint tenants. At the time of purchase, the declared value of the Quayside property was \$730,000. They moved into this unit and lived there together until the breakdown of the marriage.
- [10] On March 3, 2019, the parties obtained a line of credit with CIBC, which was secured by a mortgage that was registered against the Quayside property.
- [11] Before the parties separated, they received a special assessment on the Quayside property in the amount of approximately \$100,000. Vincent Crozier did not agree with paying the special assessment, and no payments were made.
- [12] In April 2021 Vincent Crozier moved out of the Quayside property, marking the start of the parties' separation. The parties agreed that Dylan Crozier would stay in the Quayside property. One night after separation, Vincent Crozier, while high on methamphetamine and cocaine, broke into the unit and threatened to kill Dylan Crozier. Neighbours called the police, and a restraining order was issued against Vincent Crozier. After that point in time, Vincent Crozier made no further payments on the line of credit, or any expenses associated with the Quayside property including strata fees.
- [13] After Vincent Crozier moved out, there were two water leaks in the Quayside property. The first leak originated in the Quayside property, and leaked into the units of two neighbours. Dylan Crozier reached an agreement with the neighbours to pay them \$1,500 each. I am satisfied that the amounts required to settle with the neighbours is properly a family debt, which each party being responsible for \$1,500.

- [14] Dylan Crozier was not able to make the required payments on the Quayside property, and suggested to Vincent Crozier that they sell the property. Dylan Crozier found a buyer in the building who offered to buy the unit for \$860,000, which would avoid the parties having to pay any real estate fees. This sale would have provided enough funds to pay out the line of credit and the outstanding strata fees. However, Vincent Crozier refused to complete the sale.
- [15] Because he could not make the payments for the strata fees and assessment, and the mortgage payments, Dylan Crozier moved out of the Quayside property and into supported housing in 2022. After Dylan Crozier moved out of the Quayside property, Vincent Crozier allowed his mother and uncle to move in. Vincent Crozier changed the locks on the unit, complicating the eventual sale of the property.
- [16] On October 1, 2021 the Quayside property became registered to the parties as tenants in common, with each owning a 50% undivided interest in the property. Vincent Crozier then granted a mortgage in favour of his parents as to the undivided half interest in his favour in the amount of \$260,000. Dylan Crozier had no knowledge of the mortgage, and had not agreed to its registration. Dylan Crozier maintains this was a fraudulent mortgage.
- [17] On May 17, 2022, CIBC filed a petition to enforce its mortgage in the amount of \$474,524.82 (as of April 27, 2022). On July 7, 2022 CIBC obtained an order nisi in foreclosure, with a redemption period ending January 7, 2023.
- [18] On June 29, 2022, the strata obtained an order charging the Quayside property with a lien in the amount of \$117,695.34, and orders permitting the sale of the Quayside property if the lien was not paid within 30 days.
- [19] On October 14, 2022 the strata obtained an order for possession of the Quayside property. On November 10, 2022, the strata obtained a writ of possession.
- [20] On February 17, 2023, the strata obtained an order for sale of the Quayside property, in the amount of \$721,000.
- [21] From the proceeds of sale, the following payments were made:
- a) City of New Westminster - outstanding taxes
\$3,350.05
 - b) City of New Westminster - holdback - utilities
\$600.00
 - c) Strata - move in fees
\$200.00
 - d) Form B

\$62.21

e) CIBC

\$499,411.79

f) Strata legal fees holdback

\$55,000.00

g) Strata fees and levies (lien)

\$138,389.83

[22] There were no funds left over from the sale of the Quayside property to the benefit of Dylan Crozier and Vincent Crozier, or to pay the mortgage registered by Vincent Crozier in favour of his parents.

[23] Dylan Crozier argues that, if Vincent Crozier had not obstructed the original offer he had to sell the Quayside property for \$860,000, they would have been able to settle with the strata prior to the commencement of proceedings, and they would not have had to pay the strata's costs. The strata's costs were ultimately certified at \$53,736.25. I agree that the parties' obligation to pay the strata's costs could have been avoided with the cooperation of Vincent Crozier. I find Vincent Crozier unreasonably obstructed the inevitable sale of the Quayside property, increasing the expenses and obligations of the parties. I agree that the strata's costs in the amount of \$53,736.25 are a family debt. However, given this debt was acquired solely through the unreasonable behavior of Vincent Crozier in this litigation, I find it would be significantly unfair for this debt to be shared equally. Pursuant to s. 95 of the FLA, I reapportion this debt 100% in favour of Vincent Crozier.

Homer Street Property

[24] On October 26, 2020, the parties purchased a strata property located at 1603 - 939 Homer Street, Vancouver ("Homer property") for \$588,888. At the time of purchase, Dylan Crozier was ill and spending time in and out of hospital. He relied on Vincent Crozier to complete the purchase of the property on their joint behalf. Because he was in the hospital, Dylan Crozier did not attend to sign any paperwork for the purchase. When he asked Vincent Crozier about this, Vincent Crozier told Dylan Crozier the Homer property was in Vincent Crozier's name but Dylan Crozier did not have to worry because half of the Homer property still belonged to Dylan Crozier.

[25] Vincent Crozier used the CIBC line of credit registered against the Quayside property to purchase the Homer Street property. Between October 13, 2020 and October 14, 2020, Vincent Crozier took a net amount of \$360,892 out of the line of credit and used that towards the purchase of the Homer property.

- [26] When Dylan Crozier came out of hospital, he helped Vincent Crozier decorate the Homer property. He painted and decorated the unit. Dylan Crozier suggested they move some of the furniture from the Quayside property to the Homer property, so they could rent the unit and eventually sell it. Vincent Crozier agreed and they moved the furniture to the new unit. Dylan Crozier values the furniture they moved from the Quayside property to the Homer property to be approximately \$5,000. Vincent Crozier has had complete control over the furniture since it was moved to the Homer property.
- [27] Vincent Crozier accessed Dylan Crozier's Home Depot credit card between October and November 2020 to purchase doors, a kitchen, and woodwork for the Homer property. These purchases were made without Dylan Crozier's knowledge or consent. As of February 8, 2021, the total outstanding on the Home Depot credit card was \$12,688.43. Vincent Crozier has paid nothing towards the repayment of the credit card. Dylan Crozier was not able to make regular payments on the Home Depot credit card. He made small payments in 2021, but by October 14, 2021 the amount outstanding was \$10,255.95 and Dylan Crozier was not able to make any further payments.
- [28] In December 2020 Vincent Crozier and Dylan Crozier agreed to put the Homer property up for sale. It remained on the market until April 2021.
- [29] After April 2021, Dylan Crozier learned that Vincent Crozier's father, Ottavio Chiodo, had contributed \$100,000 to the purchase of the Homer property. Dylan Crozier acknowledges that Ottavio Chiodo is owed \$100,000 for his contribution to the Homer property.
- [30] However, also after April 2021, Dylan Crozier learned that the Homer property was registered solely in the name of Ottavio Chiodo. Mr. Chiodo has never lived in the Homer property and, in fact, lives in Thunder Bay. Other than the \$100,000 contribution by Mr. Chiodo, all of the purchase price came from line of credit and resources of Dylan Crozier and Vincent Crozier.
- [31] Dylan Crozier never lived in the Homer property, although Vincent Crozier did live in the Homer property after it was purchased.
- [32] I am satisfied that the Homer property is a family asset. It was purchased predominantly with family assets, and was renovated with family assets and the efforts of the parties.
- [33] I accept that the Home Depot account is a family debt, which will be shared equally.
- [34] I accept that \$5,000 worth of furniture which was moved to the Homer property is a family asset, and Dylan Crozier is entitled to compensation in the amount of \$2,500 for this asset.
- [35] I accept that Ottavio Chiodo is entitled to \$100,000, representing his investment in the Homer property.

[36] Given the almost complete failure of the respondents to participate in this litigation, I am satisfied that an order for compensation in favour of Dylan Crozier will not be complied with by Vincent Crozier. Therefore, I order the Homer property to be sold, with the proceeds used to pay amounts owing to third parties and Dylan Crozier and the remainder split equally between the parties. I award conduct of sale to Dylan Crozier.

Vincent Crozier's Pension with BCIT

[37] Vincent Crozier worked with BCIT throughout the marriage. I am satisfied that Vincent Crozier's pension is a family asset, and Dylan Crozier is entitled an equal share in Vincent Crozier's pension from the date of cohabitation, namely June 1, 2001, to the date of separation, namely April 1, 2021. Vincent Crozier's pension will be split in accordance with Part 6 of the FLA.

Summary of Disposition

Divorce

[38] I am satisfied that the requirements for a divorce have been met, and I order the parties divorced from each other, effective 31 days after this decision.

Family Property Distribution

[39] The property located at 1603 - 939 Homer Street, Vancouver, BC, will be sold, with Dylan Crozier having conduct of sale. The proceeds of sale will be distributed as follows:

- a) any fees or expenses associated with the listing and sale of the property will be paid;
- b) any outstanding fees and levies owing to the strata will be paid;
- c) \$100,000 will be paid to Ottavio Chiodo;
- d) an amount equal to 50% of the Home Depot account, including all interest accrued on the account, will be paid to Dylan Crozier;
- e) \$1,500 will be paid to Dylan Crozier on account of the family debt arising from the water leaks in the Quayside property;
- f) \$2,500 will be paid to Dylan Crozier on account of the family property transferred into the Homer property;
- g) \$53,736.25 will be paid to Dylan Crozier on account of the strata costs in the lien petition in relation to the Quayside property;
- h) all costs orders made in this proceeding will be paid to Dylan Crozier; and
- i) after all the above expenses have been paid, the remaining proceeds will be distributed equally between Dylan Crozier and Vincent Crozier.

- [40] Ottavio Chiodo will cooperate in all respects to effect the sale of the Homer property, including returning to Dylan Crozier the duplicate certificate of title he obtained, in order to permit a sale to complete, and executing all documents required to complete a sale and transfer of the property.

Pension

- [41] Dylan Crozier is entitled an equal share in Vincent Crozier's pension from the date of cohabitation, namely June 1, 2001, to the date of separation, namely April 1, 2021.

Costs

- [42] Dylan Crozier seeks special costs against Vincent Crozier and Ottavio Chiodo, for the increased difficulty he experienced due to their fraud in placing a mortgage in favour of Ottavio Chiodo and his wife on the Quayside property, and their fraud in placing Ottavio Chiodo solely on title to the Homer property.
- [43] While I am satisfied that Vincent Crozier and Ottavio Chiodo acted in a manner designed to defeat the claims of Dylan Crozier, I am not satisfied that these actions raised the difficulty of the action beyond the ordinary level of difficulty. Further, special costs are properly awarded for egregious conduct in the litigation itself, not in respect of the conduct which predated the litigation.
- [44] I am not satisfied that Ottavio Chiodo's conduct in the litigation rose to the level that would justify special costs. I order ordinary costs against Mr. Chiodo, in favour of Dylan Crozier.
- [45] I find that Vincent Crozier's conduct in the litigation does rise to the level which would justify an order for special costs. He has deliberately failed to comply with court orders and, as a result, has made it impossible for Dylan Crozier to have all issues in this litigation finally resolved in this trial. I find this conduct to be egregious and a deliberate attempt to delay and obfuscate Dylan Crozier's claims. I order special costs in this litigation to date, against Vincent Crozier and in favour of Dylan Crozier.

Remaining Claims

- [46] Given the failure of Vincent Crozier to comply with orders for production, and his failure to attend trial and provide any explanation for his deliberate non-compliance with such production orders, I find the following claims are adjourned to a later date, to be set by Dylan Crozier:
- a) spousal support,
 - b) Dylan Crozier's interest in tax refunds obtained by Vincent Crozier for the seven-year period prior to this trial, and

- c) Dylan Crozier's interest in any proceeds arising from Vincent Crozier's dispute with BCIT about disability payments Vincent Crozier was entitled to from 2019 onwards.

[47] I order Vincent Crozier to provide Dylan Crozier with his tax returns from 2020 to date, all notice of assessment or reassessment received since 2020, his future tax returns on June 1 of each year, and the following information in relation to any future employment: the date of employment, the identity of any employers, his hours worked and wages earned; all subject to any further orders made at the trial of the spousal support claim or agreement otherwise between the parties.

"W.A. Baker J."

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Prepared on 29 October 2026 · Esheria