

CANADA / JUDGMENT

D.A.M. v. F.B.M.

2025 BCSC 1023

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Supreme Court of British Columbia

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2025 BCSC 1023 D.A.M. v. F.B.M.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

D.A.M. v. F.B.M.,

2025 BCSC 1023

Date: 20250604

Docket: E162774

Registry: Victoria

Between:

D.A.M.

Claimant

And:

F.B.M.

Respondent

Before: The Honourable Justice LeBlanc

Reasons for Judgment

Counsel for Claimant:

K. Henry

The Respondent, appearing

on his own behalf:

F.B.M.

Place and Dates of Hearing:

Victoria, B.C.

February 13-14, 2025

March 11, 2025

Place and Date of Judgment:

Victoria, B.C.

June 4, 2025

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Introduction

- [1] The parties had a long-term relationship of over 20 years. They began living together in September 1992, married on August 19, 1995 and separated on April 17, 2016.
- [2] The parties have four children together: D.F.M. (born May 1, 1997); L.V.M. (born December 9, 1998); R.J.F.M. (born November 21, 2000), and I.R.M. (born March 27, 2004).
- [3] The claimant and respondent have brought competing applications regarding child and spousal support obligations and income disclosure.
- [4] The claimant seeks the following orders:
 - a) The monthly amount of child support payable by the respondent to be determined for the period of December 1, 2023 to June 1, 2024.
 - b) The annual review of child support required by paragraph 13 of the Arbitration Award and paragraph 18 of the parties' Minutes of Settlement be completed.

- c) Spousal support be changed pursuant to s. 167 of the Family Law Act, both prospectively and retroactively.
- d) An order that the Respondent produce business or personal bank statements reflecting self-employment for the years 2000-2024.
- e) Costs.

[5] The respondent seeks the following orders:

- a) Paragraph 1(c) of the Order of Gaul, J., made on December 2, 2022 (the "Gaul Order") be amended by replacing \$93,897.00 with \$94,617.00 and include income for 2023 as \$142,541.00.
- b) Paragraph 2(c) of the Gaul Order be amended by replacing \$71,700.00 with \$114,594.00 and include income for 2023 as \$141,378.00.
- c) Paragraph 3(c) of the Gaul Order be amended by replacing the child support payments from April 1, 2020 to December 1, 2022 from \$5,440 to \$5,127.
- d) Paragraph 4(c) of the Gaul Order be amended by replacing the spousal support payments from April 1, 2020 to December 1, 2022 from \$6,680 to \$0.
- e) Paragraph 5(c) of the Gaul Order be amended by replacing the spousal support payments from April 1, 2020 to December 1, 2022 from \$0 to \$1,352.
- f) Paragraph 7 of the Gaul Order be replaced with "Based on the court determined salaries and approved eligible dependents for 2023, the Spousal Support [the respondent] owes [the claimant] in 2023 is \$0."
- g) Paragraph 8 of the Gaul Order be replaced with "Based on the court determined salaries and approved eligible dependents for 2023, the Child Support [the respondent] owes [the claimant] is: \$1,298/child."
- h) The claimant be ordered to pay the respondent interest in the amount of \$1,274.
- i) The claimant pay special costs for blameworthy conduct and costs of the application.

Procedural History

[6] The parties have been litigating this family dispute since 2016.

Settlement Minutes & Arbitration Award

[7] The parties signed a Mediation-Arbitration Agreement on March 10, 2020. They settled some of the matters between them by Minutes of Settlement dated March 11, 2020 (the "Settlement Minutes"). Outstanding matters were referred to arbitration, by consent. The arbitration proceeded on March 11, 2020, with the arbitration award being released on May 1, 2020 (the "Arbitration Award").

- [8] The combined result of the Settlement Minutes and Arbitration Award was, in part, as follows:
- a) The claimant and respondent would have a shared parenting schedule with I.R.M. and the remaining three adult children would live primarily with the claimant and child support would be obligatory based on the number of adult children continuing to be eligible for child support.
 - b) The claimant's income available for child support based on 2019 income was \$53,756.02 annually (with union dues of \$1,066.51 annually).
 - c) The respondent's income available for child support based on 2019 income and testimony regarding anticipated job opportunities was determined at an average of \$130,000 annually.
 - d) Commencing April 1, 2020, the claimant would pay the respondent child support of \$495 per month and the respondent would pay the claimant child support of \$2,949 per month and table child support would be payable for each child until they become independent, complete their first undergraduate degree or reach their 25th birthday.
 - e) Either party may seek a review and adjustment of child support based on a significant change of circumstances.
 - f) The claimant was awarded a lump sum payment of \$27,500 and an unequal division of family property interests in the LIRA and Family Residence. Spousal support of \$1,330 per month was to be paid commencing April 1, 2020, through to June 2025, and on June 30, 2025, the parties will review the periodic spousal support obligation pursuant to the following:
 - i. if the respondent's income is \$130,000 or less, the obligation to pay spousal support will terminate;
 - ii. if the respondent's income is greater than \$130,000, the duration of spousal support will extend up to a maximum duration of March 2029, with additional duration scaled to the respondent's increase in income and for every \$1,500 in additional income, the duration of support will increase by one month beyond June 2025. The respondent's obligation to pay periodic spousal support shall terminate despite the circumstances no later than June 2029 as long as the respondent has made all payments required regardless of any other change in the circumstances of the parties, whether foreseen or unforeseen, radical, catastrophic, casually connected to the relationship and marriage, or otherwise, including a change resulting from increasing age or declining health.
 - iii. the Family Residence with an agreed fair market value of \$766,000 was to be transferred to the claimant with the claimant assuming the responsibility of the mortgage with an outstanding balance of \$487,005.12. The respondent was to take responsibility and discharge Canada Revenue Agency's ("CRA") liens registered against his interest in the approximate sum of \$170,000.

Events Concerning the Family Residence

- [9] What happened with the Family Residence is complicated and the claimant did not remain in the Family Residence with the children, as contemplated.
- [10] The mortgage was registered in the respondent's name alone and he stopped making payments in late 2019 resulting in foreclosure proceedings being commenced in 2021. CRA subsequently registered two liens against the respondent's interest in the Family Residence in the approximate sum of \$170,000. In October 2021, the respondent made an assignment into bankruptcy. The respondent failed to discharge the CRA liens and the Family Residence was sold by court order. Although the claimant had the ability to refinance the existing mortgage, she was not able to secure financing to pay CRA to obtain a discharge of the liens (although she was under no legal obligation to do so).
- [11] The claimant was required to move from the Family Residence in 2022 and rent a small home for her and the children at a monthly cost of approximately \$4,000 (her net income was \$5,500 per month at the time).
- [12] Equity in the Family Residence was lost as was the claimant's portion representing lump sum spousal support. The outstanding mortgage the claimant agreed to assume when the Arbitration Award was made was \$487,000. Following foreclosure, the amount that was required to pay real estate commissions, outstanding mortgage, penalties, legal fees, taxes and disbursements was approximately \$630,000 in April 2023. Although the Family Residence had increased in value between March 2020 and April 2023, the claimant lost approximately \$143,000 in equity due to the respondent's failure to discharge the CRA liens and the resultant foreclosure. In addition, the claimant paid \$10,000 to CRA for the respondent's debt and approximately \$17,000 in legal expenses associated with the foreclosure and dealings with CRA.
- [13] On September 7, 2022, the respondent brought an application to vary child and spousal support based on his income at the time. Justice Gaul heard the application and made the Gaul Order:
1. [The respondent's] Guideline income for support purposes for:
 - a. 2020 is \$50,000;
 - b. 2021 is \$50,000; and
 - c. 2022 is \$96,000.
 2. [The claimant's] Guideline income for support purposes for:
 - a. 2020 is \$75,218;
 - b. 2021 is \$119,595; and
 - c. 2022 is \$73,000.

3. [The respondent's] child support and spousal support obligations for 2020, 2021 and 2022 are to be recalculated using the above new guideline incomes.
 4. [The claimant's] child support and spousal support obligations for 2020, 2021 and 2022 are to be recalculated using the above new guideline incomes.
 5. The arrears and credits of support that have accrued are to be adjusted accordingly.
 6. If the parties cannot agree upon the new, recalculated figures for the monthly child and spousal support that [the respondent] is to pay [the claimant], then they have leave to apply to the Court, which application is to be before the Honourable Mr. Justice Gaul, who is seized of this issue.
 7. The parties also have leave to apply to the Court if there are any ancillary orders required that flow if the award is to be further amended in light of this decision. The Honourable Mr. Justice Gaul is also seized of this second issue and it can be brought back to this Court at the same time as the first issue (regarding recalculated support figures) but does not have to and the issues can be addressed independently.
- [14] Justice Gaul became unseized of the matters referenced in the Gaul Order at some time in 2023.
- [15] On November 20, 2023, following a judicial management conference, the court ordered, by consent, that the respondent's employment salary was \$152,489 as of October 13, 2023 (the "Consent Order").

Jurisdiction to Amend an Order

- [16] It is the respondent's position that the Gaul Order and Consent Order should reflect real time information and he is seeking to amend the Guideline amounts based on fresh evidence he seeks to have the court consider.
- [17] The respondent did not appeal the Gaul Order or the Consent Order.
- [18] Although the respondent frames his application as a variation application, he seeks amendments whereby I would be substituting my own findings for those of prior presiders.
- [19] The court is functus officio once an order has been entered; however, there remains a limited jurisdiction to amend an order after entry. It arises from the Rules as well as this court's inherent jurisdiction.
- [20] Rule 15-1(18) of the Supreme Court Family Rules, B.C. Reg. 169/2009 (the "Rules"), permits the court to correct or amend an order in certain circumstances:
- (18) The court may at any time correct a clerical mistake in an order or an error arising in an order from an accidental slip or omission, or may amend an order to provide for any matter that should have been but was not adjudicated on.

- [21] This Rule does not permit the court to amend a substantive finding and it does not permit parties to provide fresh details of matters already before the court: *Chand v. Insurance Corporation of British Columbia*, 2009 BCCA 559 at para. 44, citing *McLachlin and Taylor*, *British Columbia Practice*, 3rd ed., Frederick Irvine (Markham, Ont.: Butterworths, 2006).
- [22] In addition to Rule 15-1(18), the court has inherent jurisdiction to amend an entered order on the basis that there has been an error in expressing the manifest intention of the court and to avoid the perpetration of an injustice: *Buschau v. Rogers Communications Inc.*, 2004 BCCA 142.
- [23] The question of whether an order can be varied based on subsequent events was considered by Fleming, J. in *McLachlan v. McLachlan*, 2013 BCSC 1733. In that case, the respondent sought a variation of an order regarding distribution of sale proceeds of the matrimonial home because the value of the home increased substantially after the order and before sale. Fleming, J. noted that she had been provided with no authority for variation of an entered order because of events that occurred after the order was made and concluded that the court's inherent jurisdiction to amend an entered order, under the broad rubric of preventing injustice, should be carefully defined and narrow in scope.
- [24] The amendments being sought do not fall within the narrow scope permitted. The respondent does not argue that the intentions of the court as evidenced by the Gaul Order and the Consent Order were incorrect or were in error when they were pronounced. Instead, the respondent's argument centers on new information coming to light after a final determination of the issues. In bringing his application, the respondent seeks to have the orders reflect precise figures as reflected on the final notice of assessments or income tax returns, as the case may be. If the relief sought by the respondent is granted, it would result in minor adjustments to the ordered Guideline income amounts without consideration to the other factors that may have resulted in Gaul Order and the Consent Order. In this case, it would be practically and procedurally improper to interfere with the Gaul Order and the Consent Order, or permit re-litigation of those issues.
- [25] The respondent has failed to demonstrate and I find there is no injustice caused by the Gaul Order or the Consent Order.
- [26] For those reasons, the respondent's application is dismissed.

Child Support - 2023 and 2024

- [27] While the Consent Order provided the Guideline income amounts, it did not include the corresponding child support payments that are to be paid. The claimant submits that BC Family Maintenance Agency requires an order stating this amount for enforcement purposes.
- [28] It is not disputed that I.R.M. continues to be a child of the marriage, residing solely with the claimant as of September 2022.

- [29] Based on the respondent's Guideline income being \$152,489 in 2023, the respondent is to pay child support for I.R.M in the amount of \$1,375 per month, payable on the first day of each month for the period December 1, 2023 to June 1, 2024.
- [30] The evidence before me discloses the respondent's income as being \$167,564 for 2024, which includes \$10,500 in income from art sales. The claimant argues that the respondent has undisclosed income arising from art sales. The respondent denies this. Based on the record before me, I am unable to find that the respondent has income derived from art sales that has not been disclosed. Accordingly, I accept the evidence of the respondent's income based off of his financial statement filed October 21, 2024 and make a finding that his Guideline income is \$167,564 for 2024.
- [31] Accordingly, based on 2024 Guideline income of \$167,564, the respondent is to pay the claimant child support for I.R.M. in the amount of \$1,493 per month commencing on July 1, 2024 and continuing on the first day of each month thereafter.
- [32] I am advised that R.J.F.M. may become a child of the marriage again due to ongoing issues with his health. If this occurs, child support shall be payable in accordance with the Arbitration Award.

Spousal Support

- [33] The claimant seeks a review and variation of spousal support. The respondent opposes.
- [34] The claimant relies on s. 167 of the of the Family Law Act, [SBC 2011], Chapter 25:
- 167(1) On application, a court may change, suspend or terminate an order respecting spousal support, and may do so prospectively or retroactively.
- (2) Before making an order under subsection (1), the court must be satisfied that at least one of the following exists, and take it into consideration:
- (a) a change in the condition, means, needs or other circumstances of either spouse has occurred since the order respecting spousal support was made;
- (b) evidence of a substantial nature that was not available during the previous hearing has become available;
- (c) evidence of a lack of financial disclosure by either spouse was discovered after the order was made.
- (3) Despite subsection (2), if an order requires payment of spousal support for a definite period or until a specified event occurs, the court, on an application made after the expiration of that period or occurrence of that event, may not make an order under subsection (1) for the purpose of resuming spousal support unless satisfied that
- (a) the order is necessary to relieve economic hardship that

- (i) arises from a change described in subsection (2) (a), and
 - (ii) is related to the relationship between the spouses, and
- (b) the changed circumstances, had they existed at the time the order was made, would likely have resulted in a different order.

[35] The Settlement Minutes and Arbitration Award provide the claimant with compensatory and non-compensatory spousal support. The claimant held the primary role as parent and homemaker for many years while the respondent advanced his career and business. The claimant also required spousal support to provide ongoing housing for the children of the marriage.

[36] The arbitrator's decision concerning spousal support is as follows:

The parties had a long-term marriage of 24 years and [the claimant] was a full-time homemaker for most of the relationship. [The claimant] is unquestionably eligible for Spousal Support on a compensatory basis. The issue in this matter is the ability to pay. [The respondent] is currently not employed and has few resources to pay his share of the family debt. [The respondent] has also incurred substantial individual debt since Separation, four years ago. [The respondent] has had a significant history of substantial income in the past that has been used for non-family purposes and he has not paid either child or spousal support during separation in an amount that reflects his income history.

[The claimant], on the other hand, after separation has increased her income substantially, had had primary responsibility for three of the four children during separation and has been working on a master's degree so that she can achieve self sufficiency. [The claimant] has a long-term plan to complete her master's to further increase her income.

The plan for [the claimant] to continue to provide for all four children requires that she remain in the Family Residence. As set forth below, when the full financial picture of these parties is considered as a whole, [the respondent] has spent most of his share of the family property after his share of family debt is paid from family assets and he has significant individual debt with unemployment during the current COVID-19 pandemic. [The respondent] has also caused a \$170,000.00 Canada Revenue Agency (CRA) lien to be placed on his interest in the family residence. The current state of the family finances warrants that spousal support be paid to the extent that family assets are available as a lump sum to [the claimant]. The remainder of the amounts due will be paid by periodic payments of spousal support on a schedule that allows [the claimant] to complete her master's degree while she works and remains responsible for housing the Children.

There are limited liquid assets for [the respondent] to pay lump sum support that will enable [the claimant] to finish her master's degree and retain the Family Residence. He is currently seeking employment in the midst of the COVID-19 crisis. In the circumstances, the award of spousal support herein is paid by a combination of a lump sum payment of \$27,500.00 and an unequal division of family property interests in the LIRA and Family Residence. The division of family

assets and debts, together with lump sum and periodic amounts of support, are all necessary to compensate [the claimant] for her role in the marriage.

Robinson v. Robinson 2011 BCSC 1489 cites the matter of Davis v. Crawford 2011 ONCA 294 (paras. 67-76) for the proposition that lump sum support is appropriate in specific circumstances as follows:

"The advantages of making such an award will be highly variable and case-specific. They can include but are not limited to: terminating ongoing contact or ties between the spouses for any number of reasons (for example: short-term marriage; domestic violence; second marriage with no children, etc.); providing capital to meet an immediate need on the part of a dependent spouse; ensuring adequate support will be paid in circumstances where there is a real risk of non-payment of periodic support, a lack of proper financial disclosure or where the payor has the ability to pay lump sum but not periodic support; and satisfying immediately an award of retroactive spousal support."

There are disadvantages in some matters of the means and needs of the parties will change over time, depriving a party to apply for a variation of the lump sum award and the inherent difficulty in calculating an appropriate award of lump sum spousal support awarded in place of indefinite periodic support.

This matter is appropriate for an award of lump sum support to the extent that assets are available to transfer to [the claimant] to meet part of the obligation. It is appropriate to put an end to the parties' interaction on the issue as they move towards financial independence from one another.

I have awarded lump sum spousal support to [the claimant] in the amount of \$27,500.00 from funds available after payment of the family debt.

Although [the respondent's] Municipal Pension was a non-exigible asset in relation to creditors, [the respondent] withdraw the funds to pay family debt. The parties received a net cash sum of \$127,600.82 to use towards family debt and a LIRA of \$191,166.00. The cash funds were deposited in [the claimant's] lawyers Trust Account. After payment of the family debts, and as a lump sum partial payment of spousal support, [the respondent] will pay to [the claimant] the total sum of \$20,000.00 from Trust funds remaining after debt payment from [the respondent's] Municipal Pension and \$7,500.00 from the LIRA as lump sum spousal support in partial satisfaction of [the respondent's] obligation to pay spousal support.

As well as the lump sum payment, [the respondent] will pay his remaining obligation through periodic spousal support payments as there are insufficient funds to meet his entire obligation with lump sum spousal support.

The remainder of the obligation will be met with fixed periodic payments for a fixed period of time that is sufficient to allow [the claimant] to complete her master's degree and launch most of the Children, followed by a review of support and a fixed termination date.

Periodic spousal support will commence April 1, 2020 and continue through June 2025. By June 30, 2025, the parties will review only the duration of the periodic spousal support obligation based on [the respondent's] income. [The respondent's] Spousal Support obligation will terminate no later than June 30, 2029.

- [37] Due to the foreclosure, which I find to have occurred as a consequence of the respondent failing to discharge the CRA liens, the claimant lost equity she was entitled to which represented her entitlement to division of family assets and lump sum spousal support -- the exact breakdown is not clear from the Arbitration Award.
- [38] Based on the terms of the Arbitration Award, in addition to the lump sum, the claimant was to receive periodic spousal support payments of \$1,330 per month from April 1, 2020 to June 1, 2025 with a review to occur by June 1, 2025, if the respondent's income is greater than \$130,000 to a maximum duration of March 2029 if the respondent has made all payments required.
- [39] It is clear on the evidence that the respondent has not made all of the payments required and has not satisfied the terms of the Arbitration Award. I find that the maximum duration referred to in the Arbitration Award of March 2029 for periodic spousal support is no longer binding based on the payments not being made.
- [40] With respect to periodic payments, the claimant was to receive a minimum of 63 months of spousal support totalling \$83,790. To date, the claimant has received \$12,884 consisting of the following: \$6,680 in 2022; \$2,256 in 2023; \$3,384 in 2024; and \$564 in 2025 (to the date of the hearing).
- [41] The difference between the payments made and those required by the Arbitration Award arise due to the respondent's fluctuating income. In 2020 and 2021, the respondent did not have a full-time position, resulting in lower income. Partway through 2022, the respondent commenced full-time, stable employment resulting in an increase to his annual income. In 2023, the respondent's income increased to \$152,489 and to \$167,564 in 2024.
- [42] The respondent submits that while he was able to reduce the amount of his periodic spousal support payment based on his financial condition in 2022, that there should be no further change based on subsequent events and he should be required to pay nothing more in terms of spousal support.
- [43] The claimant submits that she has been denied compensatory spousal support that she was awarded and that the Arbitration Award only put a limit on the duration of payments "if all payments were made". In addition, the claimant submits that she did not receive the lump sum award that she was entitled to as a consequence of the Family Residence being sold in the foreclosure proceeding. Lastly, the claimant submits that she has been put to further expense due to the respondent's failure to discharge the CRA liens that he was solely responsible for. As a consequence of the claimant having to address matters arising out of the foreclosure and the respondent's bankruptcy, the claimant has been required to pick up

more overtime hours and delay the completion of her master's degree while the respondent has been able to continue to benefit from her sacrifices in the marriage. The claimant submits that a review is permitted pursuant to the Arbitration Award and further that there has been a material change in circumstance since the Gaul Order permitting a variation.

[44] The claimant seeks spousal support per month in the sum of \$1,330 commencing March 1, 2025 to August 1, 2031. This represents a reduction to 74 months from the 78.3 months the claimant says she is entitled to, calculated as follows:

- i. April 1, 2020 to June 1, 2025 at \$1,330 per month = \$83,790 less \$12,884 paid by respondent = \$70,906 divided by \$1,330 = 53.31 months; and
- ii. 25 additional months arising from respondent's income being \$37,564 above \$130,000 in 2025.

[45] A party applying to vary a support order must demonstrate that there has been a material change in the circumstances of an unforeseen nature since the making of the original order: *Willick v. Willick*, [1994] 3 S.C.R. 370. However, the Arbitration Award provides for a review of the spousal support obligations in 2025 and, as such, the claimant need not demonstrate a material change in circumstances: *Hall v. Hall*, 2021 BCCA 115 at para. 33.

[46] Although the claimant need not demonstrate a change of circumstances, the respondent's income has increased substantially since the Gaul Order was pronounced and I find that the increase in the respondent's income from 2022 to 2024 to be a material change of circumstances and one that was not foreseen at the time of the Gaul Order. I also find that the circumstances arising from the foreclosure and sale of the Family Residence were material and unforeseen at the time the Arbitration Award was made and not considered by the Gaul Order given the respondent's financial circumstances at the time.

[47] The focus of a court on a variation application is on the change in circumstances, and on how that change should affect support obligations: *L.M.P. v. L.S.*, 2011 SCC 64 at paras. 22-27, 47. On a review, the scope of the review provision is to be considered, and where limited, only the issues that have been identified ought to be considered on review: *Jordan v. Jordan*, 2011 BCCA 518.

[48] In making my determination, the following factors are significant:

- a) The claimant did not receive the lump sum spousal support contemplated by the Arbitration Award nor the periodic payments contemplated by it;
- b) the claimant has a strong claim for spousal support on a compensatory basis;
- c) as a consequence of having to relocate and find a rental appropriate for the needs of the children, the claimant was delayed in completing her master's degree and has not been able to progress her skills as she had planned;
- d) the respondent has increased his income significantly and continued to benefit from the sacrifices made by the claimant during the marriage;

- e) the circumstances of the respondent's income and unemployment which gave rise to the Gaul Order where for a short duration;
 - f) the Gaul Order did not change the Arbitration Award determination concerning the entitlement to compensatory spousal support payable to the claimant; and
 - g) the Arbitration Award permits review of spousal support prior to June 30, 2025.
- [49] The Gaul Order was appropriate for that short period of time when the respondent was unemployed, had lower income and needed to reduce his monthly payment. Now that the respondent's income has recovered and is stable, there is no reason to depart from the respondent's obligation to pay spousal support and the position of the parties contemplated by the Arbitration Award should be re-established, as far as is practical and consistent with the guiding legal principles.
- [50] I find that the claimant continues to have a claim for compensatory support that has not been satisfied by the respondent.
- [51] The claimant seeks to be paid only the amounts representing her periodic payments established by the Arbitration Award. The claimant does not seek readjustment of spousal support arising from any losses she incurred as a consequence of the foreclosure. I find this approach to be reasonable and to align with the intentions of the Arbitration Award and the purpose of compensatory support.
- [52] As the respondent has not made all payments required by the Arbitration Award, I find that the fixed end date is not applicable, and it is reasonable in all of the circumstances to grant the award sought by the claimant; however, the payments will commence on July 1, 2025. This will allow the respondent to make periodic payments that are within his means and provide the claimant with the compensatory spousal support that she is entitled to considering her role in the marriage.
- [53] The respondent will have made payments for spousal support between the date of the hearing and the release of these reasons which are not reflected in the above calculations. I find that the claimant is entitled to those payments without further adjustment. This would align with the Arbitration Award which provided 78.3 months of spousal support, instead of the 74 months being awarded.
- [54] Although I have granted the relief sought by the claimant based on the review provisions of the Arbitration Award, I would have similarly granted a variation based on a change of circumstances which I have set out in these reasons.

Orders Made

[55] I make the following orders

- a) The application of the respondent filed October 21, 2024 is dismissed.

- b) The respondent shall pay the claimant child support for I.R.M. in the amount of \$1,375 per month, payable on the first day of each month, for the period of December 1, 2023 to June 1, 2024, based on the respondent's income during this period of \$152,489.
- c) The respondent shall pay the claimant child support for I.R.M. in the amount of \$1,493 per month, payable on the first day of each month, commencing on July 1, 2024 and continuing until I.R.M. is no longer a child of the marriage.
- d) If R.J.F.M. becomes a child of the marriage between the date of this order and November 25, 2025, child support shall be payable in accordance with the Arbitration Award.
- e) The respondent shall pay the claimant spousal support in the amount of \$1,330 per month for 74 months commencing on July 1, 2025 and continuing on the first day of each month thereafter until the final payment is made.
- f) As the successful party, the claimant is entitled to her costs.
- g) The claimant will prepare and file this order.

"LeBlanc, J."

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