
CANADA / JUDGMENT

E.H.H. v. C.L.M.

2017 BCSC 1299

COURT

Supreme Court of British Columbia

DECIDED

26 July 2017

Source: bccourts.ca · Research copy typeset by Esheria. Not court-issued or certified.

2017 BCSC 1299 E.H.H. v. C.L.M.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

E.H.H. v. C.L.M.,

2017 BCSC 1299

Date: 20170726

Docket: E42091

Registry: New Westminster

Between:

E.H.H.

Claimant

And

C.L.M.

Respondent

Before: The Honourable Madam Justice Young

Reasons for Judgment

Counsel for the Claimant:

R. Tretiak Q.C.

Respondent Appearing on Own Behalf

C.L.M. on June 20-24

and 27-30, 2016

Counsel for the Respondent:

S. Label on April 18-21, 24-28 and May 8-10, 2017

Place and Dates of Trial:

New Westminster, B.C.

June 20-24, 27-30, 2016;

April 18-21, 24-28 and

May 8-10, 2017

Place and Date of Judgment:

New Westminster, B.C.

July 26, 2017

Introduction. 4

The parties and the relationship. 5

Relevance of the Claimant's Conduct 6

Disclosure. 8

Credibility. 10

Property at cohabitation. 13

The Claimant's Property in 2003. 13

The Bank Accounts. 13

Investments. 13

Accounts Receivable. 14

Debts. 14

Respondent's Property in 2003. 15

Property at separation on May 22, 2012. 16

Claimant's Property at Separation. 16

Respondent's Property at Separation. 17

What is family property and what is excluded property. 17

The Parties' Positions. 17

The Law.	18
Finding on Excluded Property.	20
valuation.	21
Investments.	21
Should the Hospital Street Property be Valued at Separation or Trial	21
Various Appraisals of the Hospital Street Property.	23
Finding on Value of the Hospital Street Property.	24
The respondent's claim for unequal division pursuant to S. 95 of the FLA.	24
Statutory Authority.	24
The Claimant's Lack of Contribution to Household Expenses.	29
Contribution of Shares or Cash from Ialta.	35
Controlling the Respondent's Finances.	38
Unauthorized Loan and Undisclosed Income.	42
Renovations.	43
Decision on the division of family property.	47
Hospital Street Property.	47
Burlington Avenue Condominium..	48
Investments.	50
Equalization Payment	52
Costs.	52

Introduction

- [1] In this trial the respondent argues that it would be significantly unfair to equally divide the increase in value of the property located on Hospital Street, New Westminster, British Columbia (the "Hospital Street Property") because she contributed substantially more money and labour to the maintenance and renovation of it. She relies primarily on s. 95(2)(i) of the Family Law Act, S.B.C. 2011, c. 25 [FLA]. The claimant's position is that he should benefit from the increase in value as at the date of trial and share equally that portion of the Hospital Street Property irrespective of contribution.

- [2] The Hospital Street Property was owned by the respondent prior to the commencement of the parties' nine-year relationship. It was renovated during the parties' relationship. Due to market forces, there was a dramatic increase in the value of the Hospital Street Property after the parties' separation in 2012. This matter did not come to trial until June 2016 and was completed in May 2017.
- [3] In addition, the parties had investments which increased in value during the relationship and both parties seek an equal division of that increase in value of investments.
- [4] The parties commenced their cohabitation in May 2003 and separated in May 2012 so their entire relationship took place prior to the coming into force of the FLA on March 18, 2013. *Meservy v. Field*, 2013 BCSC 2378 (approved of by the Court of Appeal in *Matteucci v. Greenberg*, 2016 BCCA 116 at para. 62) determined that the FLA applies to former spouses who were in a married-like relationship if they applied for property rights within two years of the date of their separation. The claimant amended his notice of family claim on April 4, 2013 and claimed property rights under the FLA.
- [5] Early in the proceedings, the respondent claimed the parties were not spouses but both parties now agree that they were spouses under the FLA and that its property division sections apply to their relationship.

The parties and the relationship

- [6] At the time the parties met, the claimant was 39 years old and the respondent was 43 years old.
- [7] The claimant obtained a diploma from the British Columbia Institute of Technology in financial management accounting in December 1990. He has experience working as an accountant and controller for a number of companies.
- [8] When the parties met, the claimant was working for IntraCoastal Systems Engineering Inc. ("IntraCoastal Systems") as a chief financial officer and controller. IntraCoastal Systems attempted to finance powerline communication technology. Due to IntraCoastal Systems' financial difficulties the claimant moved to a company called Synaptech Solutions Inc. ("Synaptech").
- [9] Synaptech was a wholly owned subsidiary of Ialta Industries Ltd. ("Ialta").
- [10] The claimant became a director and president of Ialta. His job was to raise financing for the same powerline technology that IntraCoastal Systems had tried to finance.
- [11] The respondent enjoyed a long career in the IT industry. When the parties met, she had voluntarily left her employment with an IT company, was on employment insurance benefits, and had been unemployed for some time.

- [12] The parties met while dragon boat racing in August or early September 2002. They dated for a couple of months before the claimant took the respondent to Mexico to an all-inclusive resort. During their vacation in Mexico he bought each of them a silver ring and told the respondent he wanted to marry her and to try to have children with her.
- [13] When they returned home, the claimant encouraged the respondent to look for an engagement ring, which she did. They discussed cohabitation and marriage and agreed that the claimant would move into the respondent's home on Hospital Street in New Westminster. The claimant told the respondent that he was trying to save money for an expensive engagement ring for her and for their wedding.
- [14] The parties never married. The claimant's explanation for not following through with his desire to marry the respondent was that he was leaving a company that had serious financial problems. Having been an officer of that company, he was worried about liability flowing to the respondent.
- [15] The parties finally separated in May 2012. With the respondent's knowledge and consent, the claimant withdrew money from his RRSP and purchased a condominium on Burlington Avenue in New Westminster (the "Burlington Avenue Condominium") and moved into it on May 22, 2012. This is the date of the final separation.

Relevance of the Claimant's Conduct

- [16] The respondent alleges that the claimant abused her in the relationship. Most of the abuse she alleges was psychological in the form of intimidation and coercive control. She described their arguments and how the claimant would become angry or manipulative, which had the effect of silencing her. This conduct, if proven, fits within the definition of psychological or emotional abuse under the definition of family violence in the FLA. She described two occasions when the abuse became physical. These incidents occurred when the respondent told the claimant that the relationship was over. He grabbed her by the shoulders and held her there and shouted "No. We are not done".
- [17] Two friends of the respondent, Ms. M. and Mr. A. described the change they saw in the respondent's behaviour during the relationship. She became less outgoing and less confident.
- [18] The claimant denies being abusive or manipulative or taking financial advantage of the respondent. He offered to assist the respondent with investments because he was more familiar with investing than she was. He said she agreed to it. He did so to the best of his ability, and he increased the value of the investments.
- [19] Having witnessed the claimant being cross-examined for many days directly by the respondent, my observation is that he is an anxious person who tries to paint himself in a perfect and precise light. I accept that he could be controlling and condescending to the respondent during the relationship because I witnessed this tone when he answered her

questions that he found to be ridiculous. I did not see any indication of anger in his demeanour but he became frustrated and emotional and on a few occasions had to leave Court because he was tearful. The claimant admits to suffering from depression. He has not worked since the parties separated.

- [20] Although I do not find the allegations of the claimant's controlling and abusive behaviour relevant to the division of asset issue, I do accept the respondent's evidence that she took a passive role and acquiesced to decisions that she may have been unhappy about. She did not communicate her dissatisfaction to the claimant or, if she did, she backed down quickly and submitted to his will. Her explanation is that when the claimant got to a certain point in an argument she felt that she could never win so she gave in and let him do what he wanted.
- [21] The fact that the claimant had an affair is not relevant to the division of assets claim. The relevance of this unhappy chapter in the parties' life is that the respondent questions the bona fides of their reconciliation. She submits that the claimant "wormed his way back in" (to the relationship) by lying about the affair, threatening to take his own life, and "typical of an abuser", twisted things around and lay the blame for the separation on her. The respondent submits that the assets should be valued as at February 2010 because the reconciliation in June 2010 was a sham and the final true separation was in February 2010.
- [22] I find that the parties did attempt reconciliation. All the facts may not have been on the table when they made that decision but that is not grounds to backdate the valuation of property to the date of the first separation. The parties continued to live together in a marriage-like relationship for two more years and made efforts to make the relationship work. The fact that it was an unhappy period does not mean that it was not a bona fides attempt at reconciliation.

Disclosure

- [23] The respondent says that the claimant has selectively produced only those pages of bank statements prior to 2010 that he believes support his so-called contributions.
- [24] Prior to trial, the respondent prepared a notice of application with the assistance of her former counsel requesting disclosure of all bank statements for all years the parties were together. This notice of application was never set down for hearing. The respondent's counsel got off the record and the respondent eventually communicated directly with the claimant's lawyer's office. It was agreed that she could obtain disclosure of bank statements directly from the claimant's banks. The respondent insisted on preparing her own release for the claimant to sign but this never occurred. Through the first eight days of trial, disclosure problems were raised by her on a number of occasions.

- [25] It was apparent that the respondent wished to conduct a forensic accounting of every penny spent by the claimant during the relationship. It was my view during the trial that this extensive disclosure would not be helpful to the Court. On day eight of the trial, an issue arose with respect to financial transactions between 2010 and 2012 and I ordered the respondent to produce bank statements in his possession during that timeframe. I did not order him to produce bank statements for the years 2003 to 2010.
- [26] The respondent asks the Court to draw a negative inference from the claimant's lack of disclosure. I do not draw a negative inference from the fact that the claimant has not produced bank statements for 2003 to 2010, as I still do not believe these are relevant nor do I believe a forensic accounting of every dollar spent by him during the time the parties were together would be helpful.
- [27] On day seven, Lori Gerbig, the claimant's solicitor gave evidence of the disclosure requests. She deposed that, she attempted to reach an agreement with the respondent on what would be disclosed. Ms. Gerbig said she would have the claimant sign the authorizations if the scope of the disclosure was narrowed.
- [28] The respondent repeatedly requested production of missing pages from the already produced bank statements. The claimant was still producing missing pages as late as day 12 of the trial.
- [29] During his cross-examination on day seven of the trial, the claimant asked to have the opportunity to submit more documents regarding TD account ending in the last four numbers 0382 about which he had been cross-examined the previous day. He said "I was not aware they were not disclosed."
- [30] I questioned how that was possible and the claimant's answer was:
- No. Well, I submitted and prepared and gave everything I possibly could and no other documents were asked of me. And yesterday during this - during this, I guess I just couldn't figure out why she wants - there's nothing there no hidden money in any other accounts. So what I did was that I took the account to show where all the money went and highlighted the transfers just to say let's put this to rest.
- [31] The claimant produced Exhibit 23 on the seventh day of trial. The first four pages of Exhibit 23 had been listed in his list of documents but the remaining statements from TD Waterhouse had not been disclosed. He had given evidence on day four of the trial that those documents were no longer available because he had closed the account and all he could get was the Deposit Account History. This was clearly untrue because he did produce TD Waterhouse statements when he perceived that he needed them during cross-examination to trace the funds.
- [32] The claimant was sent to the solicitor's office during the lunch break on day seven of the trial to review his disclosure and produce the relevant bank statements to trace the funds.

- [33] On day eight of the trial, the claimant produced two binders of financial documents. Many of the documents contained in Exhibits 25 and 26 had not been disclosed. These included the combined statements for the Wolverton Securities Limited cash account ending in the numbers 0203 and the Wolverton Securites RRSP account ending in the number 6660 from January 31, 2010 to January 31, 2011. These also included statements for the Wolverton Securities Limited RRSP account ending in the numbers 6660 from January 1, 2012 to December 31, 2015. These statements disclose the fairly large profit the claimant received when the claimant exercised his stock options.
- [34] In addition, the statements for the Canaccord Capital account ending in the numbers 773A-1 from March 31, 2010 to September 30, 2014 and the RBC RRSP account ending in the numbers 6301 from January 1, 2012 to June 2012 were disclosed for the first time.
- [35] By the time the trial resumed in April 2017, there were still missing pages of bank statements which the respondent had been requesting since April 2016. The claimant had not thought to produce these missing pages during the nine month hiatus in the trial. As a result, yet more new financial documents were produced after the claimant had already been cross-examined for four days.
- [36] It appears that the claimant was not willing to provide further disclosure unless he perceived it would get him out of an incriminating situation. Some of his reluctance was caused by the respondent's overreaching requests and the fact that she did not obtain a court order compelling additional disclosure. This does not however explain the inconsistency in the claimant's evidence regarding the availability of the TD Waterhouse account statements.

Credibility

- [37] I have found the claimant's credibility to be lacking. I have addressed the specific evidence under various headings. I have not been influenced by his demeanor in making my credibility assessment of him because I find him to be a very nervous person who may appear hesitant and shaky even when telling the truth. I have assessed his credibility based on the consistency of his evidence and its harmony with other witnesses' evidence. I have, in some areas, found his evidence to be unreasonable and unlikely. Where there is conflict between the evidence of the claimant and the respondent, I have, for the most part, preferred the evidence of the respondent except where I have indicated below or where I have found documents that support the claimant's version of the facts.
- [38] In February 2010, the respondent received a telephone call from a woman named Y.N., in which Y.N. advised the respondent that Y.N. had been having an affair with the claimant for some time. The respondent told the claimant to leave and he did. He stayed with friends for four months. The claimant and respondent had a number of conversations and they reconciled in June 2010.

- [39] The respondent says that she was manipulated into reconciling with the claimant. He denied having an affair until the examination for discovery in these proceedings.
- [40] The claimant says that they discussed the affair before they reconciled. The claimant's response to this evidence is very evasive and unbelievable. I accept the respondent's evidence on this point.
- [41] After I ruled that the affair was not relevant, the respondent, during his cross-examination said that he wanted to clarify the evidence with respect to shopping for an apartment with the woman he had the affair with. He was allowed to do so but went well beyond that explanation and took it upon himself to provide detailed evidence about his affair with Y.N. and about her alleged pregnancy and her state of mental health. The respondent was permitted to cross-examine the claimant on the evidence that he insisted on volunteering. The respondent called Y.N. and was allowed to lead evidence from her to contradict evidence that the claimant gave at this trial.
- [42] When the claimant was asked why he was looking for a condo with another realtor when the respondent was a realtor, he was very evasive. He initially said he was looking for a condo for an investment for himself and the respondent. When asked if he told the respondent that he was looking for real estate for the two of them, he said yes they had discussed investing in real estate for the two of them. He later contradicted himself and said he was going to tell the respondent.
- [43] He then said that he was looking for property so as to have Y.N. as a tenant. He said he had to prove to the respondent that this investment property would not cost them anything. The rent would cover the expenses and they would be cash flow positive. This explanation is incongruent with his evidence of how unstable he said Y.N. was. If it were true, it makes no sense that he would want her as a tenant in a condo owned by him and his wife.
- [44] After hearing the evidence of the affair from Y.N., the claimant, and the respondent, I prefer the evidence of Y.N. and the respondent over the evidence of the claimant. The subject in my view still has no relevance but it illustrated that the claimant was willing to continue to be untruthful about this issue at trial. That does not mean that he is lying about other issues.
- [45] I have found the respondent to be a credible witness but one who is prone to mix speculation with fact. By that I mean that she has examined documents after the separation and has formed theories based on her examination of documents and not based on memory. This became readily apparent with her evidence related to the Ialta shares and the effect that transaction had on her taxable income. I found her evidence to be speculative and incorrect.

- [46] The respondent has interpreted all of the claimant's activities with a jaundiced eye and is incapable of valuing any of his contributions. This is most apparent with her description of the work he did on the house. Every contribution made by him was seen by her as either self-serving or of inferior quality. She was content to have him do all this work on the house but now views it as her having been forced to let him do the work. She is extremely critical.
- [47] Another example is that she entrusted the respondent to manage her self-directed RRSP because she thought he knew a lot about stocks. Now that they are separated, she is highly critical of the risks he took with her investments and she is unable to acknowledge that he made a great deal of money for her.
- [48] On two occasions, the respondent led inaccurate or incomplete evidence in order to paint the claimant in a bad light. In her examination-in-chief she led the Court to believe that the claimant might have been responsible for an electrical fire that destroyed her father's cabin when she knew, in fact, what the actual cause of the fire was and declined to mention this until she was cross-examined.
- [49] On another occasion, she gave evidence about the flaws in the claimant's construction of the deck and never mentioned until cross-examination that she had received an opinion from the tile company that suggested the problem arose from the tile company's installation of flashing and not the claimant's construction. She said she didn't mention the opinion because she was sure that they were wrong and the claimant was to blame.
- [50] Accordingly, where I have found the respondent to have speculated or to be overly critical I have looked for independent sources of evidence.

Property at cohabitation

The Claimant's Property in 2003

- [51] Exhibit 3 sets out claimant's financial position as at May 31, 2003. The claimant provided a schedule entitled Estimated Financial Position for Edison Ho as of May 31, 2003.

The Bank Accounts

- [52] The claimant lists two HSBC bank accounts with the following balances:

1. HSBC account ending in the numbers 5150: \$3,615.55; and
2. HSBC bank account ending in the numbers 5236: \$245.58.

Investments

- [53] The claimant lists three Wolverton Securities accounts and one First Associates account as follows:

1. Wolverton Cash account ending in the numbers 0203: \$93.83;
2. Wolverton RRSP cash account ending in the numbers 6660: \$11,308.75;

3. Wolverton RRSP account also ending in the numbers 6660: \$59,730. These were his Ialta shares (132,000 shares); and
4. First Associates account ending in the numbers 7901: \$63,350 (140,000 shares in Ialta).

Accounts Receivable

1. N.B. who was his former girlfriend for \$20,000;
2. IntraCoastal Systems for \$148,231.55; and
3. Ialta Industries Ltd. for \$36,000.

Debts

1. RBC Visa ending in the numbers 0425: \$5,484.19;
2. RBC Visa ending in the numbers 1944: \$12,476.05;
3. MasterCard ending in the numbers 4382: \$82; and
4. CIBC Visa ending in the numbers: \$914.14.

- [54] The accounts receivable of \$148,231.55 from IntraCoastal Systems should have been discounted or written off because IntraCoastal Systems was bankrupt prior to the parties' cohabitation. The claimant was the chief financial officer of IntraCoastal Systems up until three weeks before it made a consumer proposal. As a creditor of IntraCoastal Systems he would have received the proposal package, which would say what the recovery percentage would be on proposal versus recovery on bankruptcy. The claimant said he was not aware of what the percentage recovery would be. I find that evidence difficult to accept but it does not affect the ultimate decision because the claimant is not claiming these accounts receivable to be excluded property.
- [55] The claimant valued his stock portfolio by taking averages of stock price over several months because there were no statements in the middle of the quarter. That is a fair estimate of the value at that time. The respondent made much of the fact that the Ialta shares ended up being worthless. I accept the claimant's explanation that as at May 2003, the Ialta shares had value and he was providing a snapshot of his financial position as at that date.
- [56] Using the same approach, the claimant should also have listed income tax debt of \$158,000. He said that he did not do so because once he filed his tax returns years later he received credits against this assessed outstanding amount. This is contrary to the "snapshot in time" approach that he took with respect to the Ialta shares. As of May 2003, he had been assessed as owing \$158,000 by Canada Revenue Agency. Over time when he finally did file his tax returns this amount was significantly reduced.

- [57] For the same reason, it was appropriate to put the full amount of money owed to him by N.B. That accounts receivable was eventually settled for \$12,500 but as at May 2003, it was listed as \$20,000.

Respondent's Property in 2003

- [58] When the parties commenced cohabitation, the respondent owned the Hospital Street Property. It was appraised by Sean Bartlett as at May 1, 2003 at \$250,000. The balance owing on the respondent's TD Canada Trust mortgage was \$158,468. She owed \$4,882.92 on her Laurentian Bank line of credit as at May 1, 2003.
- [59] I have not subtracted the respondent's line of credit with the TD Bank in the amount of \$8,093. This line of credit was taken out after the Laurentian mortgage and line of credit were discharged after the parties commenced cohabitation and should not be subtracted from the equity in the Hospital Street Property.
- [60] The respondent owned an Acura RL, over which she had an outstanding loan of \$10,500.
- [61] The respondent had a RRSP with London Life in the amount of \$8,066.57, which was transferred into her TD Waterhouse self-directed RRSP account ending in the numbers 744S on March 21, 2003. She also deposited \$2,013.40 into this account. As at May 30, 2003, which is the closest date prior to the commencement of cohabitation, the total value of the respondent's TD Waterhouse portfolio was \$10,080.57. The respondent also owed approximately \$10,000 on her Home Buyers Plan.
- [62] The respondent had one CIBC credit card which she believes had no outstanding balance at the date of the commencement of cohabitation. She has not produced the balance for that bank account.

Property at separation on May 22, 2012

- [63] I have found that the official date of separation is May 22, 2012, which is when the claimant finally left the Hospital Street Property. The claimant has relied on May 15, 2012 for valuing his assets at the date of separation. By then all the transfers for the purchase of the Burlington Avenue Condominium had taken place. I accept this as a reasonable point in time to value separation financial assets.

Claimant's Property at Separation

- [64] At separation the claimant had the following assets:

Real Estate:

Burlington Avenue Condominium

\$209,000

Mortgage

\$130,000

Non-Registered Investments:

RBC TFSA 330 - 1-2

\$10,795 (taking the midpoint between the March 2012 in June 2012 balances as no May statement was provided.

RBC 8122

\$5.77

RBC 3509

\$289.93

HSBC 5150

\$694.65

RBC 9816

\$817.66

RBC 2916

\$20,379.27

This balance reflects the balance after the purchase of the Burlington Avenue Condominium

Wolverton 9020-3

\$2,901.67

Canaccord 773A-1

\$7,929.53

HSBC 5-306 USD account

\$105.63

this balance is as at July 12, 2012 as there are no other statements

Registered Investments:

RBC RRSP 6301

\$500.29

Wolverton RRSP 6660

\$151,924.38

Respondent's Property at Separation

[65] At separation, the respondent had the following assets:

Real Estate:

Hospital Street Property

\$590,000 (appraisal)

Mortgage and Line of Credit

\$112,852

Registered Investments:

TD Waterhouse RRSP RB61-S

\$141,452

TD Waterhouse Cash RB61

\$54.00

What is family property and what is excluded property

The Parties' Positions

[66] The claimant does not seek exclusion for his 2003 non-registered investments because he had debts in 2003 that exceeded the value of the non-registered investments.

[67] The claimant does seek exclusion for his RRSP's which he held in Wolverton Securities cash and share account ending in the numbers 6660. In the cash account he held \$11,308.75 which the respondent agrees is excluded property.

[68] The claimant held \$59,730 in his RRSP share account. The respondent says that this should not be excluded property because this share account held Ialta shares which ended up having zero value.

[69] The respondent seeks a \$20,000 exclusion for an RRSP she had at the time she was dating the claimant which she claims she cashed on the advice of the claimant.

[70] The parties agree the equity the respondent held in the Hospital Street Property is excluded property. The parties agree that the value of the home as appraised in 2003 was \$250,000. The amount owing on the mortgage was \$158,468. There is a minor disagreement about the balance owing on her line of credit. I find that she owed \$4,882.92 on her Laurentian line of credit.

[71] The respondent says that her personal injury settlement in the total amount of \$72,004 should be excluded property.

- [72] The respondent received a personal injury settlement of \$63,200 on April 26, 2005 for a slip and fall injury she sustained on June 2002. She received \$8,803.97 on November 1, 2005 for a motor vehicle accident she was in in November 2007. Both of these injuries were sustained prior to the cohabitation of these parties. There is no indication that there was a loss of earnings component in either settlement. If the respondent had invested these amounts in separate accounts then she may have been able to sustain a claim for excluded property.
- [73] The respondent deposited the amount into her line of credit account which is her chequing account. It is the account from where her mortgage and other household expenses are withdrawn.

The Law

- [74] The FLA defines excluded property under s. 85 as:

85 ...

- (a) property acquired by a spouse before the relationship between the spouses began;

...

- (g) property derived from property or the disposition of property referred to in any of paragraphs (a) to (f).

- [75] Section 85 provides that the burden of proving excluded property rests on the person seeking to exclude it.

- [76] In *A.A.P. v. G.T.F.*, 2015 BCSC 662, Mr. Justice Ehrcke considered an application for an exclusion of property where one party made payments against the mortgage and payments for renovation from a personal injury settlement.

- [77] In that case, the claimant submitted that a portion of the equity of the current family home could be directly traced back to the contribution she made toward the mortgage from her personal injury settlement. Ehrcke J. did not agree. He said there is no evidence that this contribution increased the sale value of the property. Further, he said it is clear under s. 85(2) of the FLA that a spouse claiming that property is excluded bears the onus of demonstrating this to be the case. Section 85(1)(c) provides that a settlement for loss of income is not excluded property. The onus is on the party claiming the exclusion to prove that the settlement does not include compensation for lost income.

- [78] The British Columbia Court of Appeal in *Shih v. Shih*, 2017 BCCA 37, discussed the standard of proof that must be met in proving that property is excluded:

- [42] In my opinion, the proper test for establishing a claim to excluded property under s. 85 of the FLA is the same as in any civil case - proof on a balance of probabilities. The requirement of certainty and precision in my view improperly tips the standard closer to the criminal standard of proof beyond a reasonable doubt.

- [43] I do not quarrel with the proposition that, in order for a party to establish excluded property, he or she must do so with clear and cogent evidence. If documentary evidence is not available, the party bearing the onus of proof will need to testify as to their recollection of the transactions in dispute. That evidence will be scrutinized for credibility.
- [44] However, in balancing the evidence as a whole, the trial judge must be permitted to draw reasonable inferences from evidence that is less than certain or precise in order to do justice between the parties.

Finding on Excluded Property

- [79] At the time the parties commenced cohabitation, the claimant held Ialta shares and cash in his RRSP. I find that the Ialta shares had value. The claimant sold some of those shares and purchased other investments with the proceeds. I see no reason to deny the exclusion for these shares.
- [80] The total in these two RRSP accounts was \$71,038.75. I find that this is excluded property.
- [81] The respondent says that when they were dating, the claimant told her to cash in RRSPs and withdraw funds and then transfer them to their TD Waterhouse account. I find this evidence difficult to believe given the efforts the claimant always made to avoid paying tax or any additional interest on an account. The Notice of Assessment for 2002 does not break down the sources of total income so it is impossible to verify whether this RRSP was cashed in. The cash balance to open the TD Waterhouse account in the amount of \$2,013.40 must have come from this cashed in investment.
- [82] If the respondent cashed in an RRSP before the parties cohabited then it cannot be considered excluded property because it no longer existed on cohabitation and I do not accept any suggestion that she was coerced into cashing in the investment.
- [83] The respondent had an RRSP valued at \$10,316.94 at the time of cohabitation. The respondent also owed \$10,165.83 on her Home Buyers' Plan borrowed against her RRSP. The balance is nominal and I find the respondent's RRSP not to be excluded property.
- [84] As at May 1, 2003, the Hospital Street Property was valued at \$250,000.
- [85] I find that the respondent had a mortgage of \$158,468 and a line of credit of \$4,882.92 at the time of cohabitation. The TD line of credit was taken out after the Laurentian Mortgage and the line of credit was paid out and should not be subtracted from the value of the home. I find that the respondent had equity in the Hospital Street Property which should be excluded. That equity is \$86,649.
- [86] The evidence related to the personal injury settlement is not sufficient to rebut the presumption of advancement. The funds were put into the bank account where joint expenses were paid. I find that the personal injury settlement is not excluded property.

valuation

Investments

- [87] The parties are content to value investments and debts as at the date of separation because there have been post-separation withdrawals of investments and post-separation payment of debts which would make a later valuation date unfair.

Should the Hospital Street Property be Valued at Separation or Trial

- [88] The parties do not agree on the appropriate date to value the Hospital Street Property. The claimant says it should be valued at the date of trial. The respondent says it should be valued at the date of separation. This is a significant issue given that the property value has increased substantially between the separation and trial due to market forces.
- [89] Section 87 of the FLA provides that, unless there is an agreement or court order to the contrary, the presumptive date for valuation of family property and debt should be the date of trial. A change in valuation date should certainly be the exception. It is possible to rebut the presumption but my view is that this should only be done if the facts support a finding of significant unfairness. Each case will depend on its own unique facts.
- [90] In *Slavenova v. Rangelov*, 2015 BCSC 79 [Slavenova], Mr. Justice Savage ordered that real property be valued at the date of separation rather than the date of trial for a variety of reasons. The claimant owned a home and investments at the time of the marriage and then purchased a number of revenue properties during the marriage both in Canada and the United States. She was primarily responsible for these purchases. She had a well-established business before she met the respondent. The respondent lost large sums of money trading in the stock market after the parties' marriage. The claimant says the source of the funds were from her line of credit. The parties had a disagreement over the stock trading. The respondent did not disclose to the claimant his debts and obligations in Bulgaria. The claimant had excluded property including her business and her home which she owned prior to the marriage. Immediately after separation the respondent left for Bulgaria. The claimant managed all of the family property since separation by paying the mortgage, taxes, arranging rentals, and collecting rents. These efforts of the claimant were found to be of value.
- [91] In *Davie v. De Mark*, 2017 BCSC 872 [Davie], Madam Justice DeWitt-Van Ooston followed *Slavenova* in setting the property valuation date at the date of separation. The facts in *Davie* were similar to those in *Slavenova*. The respondent came into the marriage with significantly more assets than the claimant. The parties' courtship and marriage lasted one year in total. DeWitt-Van Ooston J. valued the family property at the date of separation and reapportioned the property in the respondent's favour to avoid significant unfairness. The short duration of the marriage was an important factor.

- [92] Slavenova and Davie are distinguishable on their unique facts.
- [93] In *Blair v. Johnson*, 2015 BCSC 761, Madam Justice Fleming concluded that the court should be satisfied that there would be significant unfairness arising from the awarding of equal shares of the property valued at trial before the court departs from the date of trial as the valuation date pursuant to s. 87 of the FLA. To conclude otherwise would allow for an earlier valuation date resulting in a radical departure from an equal division as of the date of trial in circumstances where the significant unfairness threshold under s. 95 is not met.
- [94] In *Jaszczewska v. Kostanski*, 2016 BCCA 286 at para. 39, the British Columbia Court of Appeal said that the general rule is that parties should share in post-separation increase in value of property independent of the parties' respective contributions to post-separation increase in value, noting:
- [39] Also, because family property is generally valued on the date of the hearing, the parties will presumptively share in any post-separation increases in the value of family property. Once again, because of s. 81, this entitlement exists independent of the parties' respective contribution to the post-separation increase in value.
- [Emphasis added.]
- [95] I adopted the same approach in *K.A.L. v. K.J.L.*, 2017 BCSC 651.
- [96] It remains my view that there should be compelling evidence to depart from the standard valuation date as the date of trial thereby disentitling one property owner the benefit of the increase in value of property which is brought about by market forces and not as a result of direct effort of the other party. The fact that one party stayed in a home and paid the mortgage is not sufficiently compelling evidence to depart from the standard valuation date. In fact, it is fairly commonplace. If every time it occurs the court values the property at the date of separation, then s. 87 of the FLA would become meaningless. Adjustments can be made for the payment of mortgage and the benefit of occupational rent. There has to be something more to compel a departure from the date of trial valuation as there was in *Slavenova and Davie*.

Various Appraisals of the Hospital Street Property

- [97] The parties retained Westech Appraisal Services Ltd. to provide an appraisal as to the market value of the Hospital Street property as at May 2003, May 2010 and May 2012 and at "the present date." Appraisals were obtained on November 4, 2013, January 21, 2015, May 26, 2016, and March 8, 2017. The last four appraisers were intended to be the date of trial appraisals. The first two trial dates did not proceed and the June 2016 trial date did not complete. I ordered that the parties update that appraisal for 2017.

- [98] The appraiser, Sean Bartlett, was called for cross-examination by the respondent but Mr. Bartlett stood by his opinion and the respondent has relied on his opinion in her closing submission.
- [99] I find the relevant appraisals are the 2003 appraisal showing what the value of the property was at the time the parties commenced cohabitation and the 2017 appraisal showing what the value of the property was at the time the trial completed.
- [100] I note that there has been no effort made by the parties to appraise the value added to the house by the renovations.
- [101] I do not accept the argument that the reconciliation of the parties in 2010 was a sham reconciliation in order to obtain an interest in the property and therefore I do not rely on the 2010 appraisal.
- [102] I find that the date of separation is not the appropriate date for valuing the property. It would be unfair to disallow the claimant to participate in the increase in value due to market forces since he has had to wait this long to realize his interest in the property while the respondent has continued to enjoy occupancy. The 2012 appraisal provides an indication of the increase in value due to market forces. This increase was not due to the efforts of the respondent.

Finding on Value of the Hospital Street Property

- [103] I accept the March 8, 2017 appraised value of the Hospital Street Property at \$930,000 to be the appropriate valuation for property division purposes.

The respondent's claim for unequal division pursuant to S. 95 of the FLA

Statutory Authority

- [104] Section 81 of the FLA says that spouses are presumptively entitled to share in family property equally regardless of their respective use or contribution.
- [105] The court has discretion to order an unequal division of family property or family debt if it would be significantly unfair to equally divide the family property or debt. Section 95(2) sets out the factors a court may consider in determining whether there should be an unequal division. It provides:

95(2) For the purposes of subsection (1), the Supreme Court may consider one or more of the following:

- (a) the duration of the relationship between the spouses;
- (b) the terms of any agreement between the spouses, other than an agreement described in section 93 (1) [setting aside agreements respecting property division];
- (c) a spouse's contribution to the career or career potential of the other spouse;

- (d) whether family debt was incurred in the normal course of the relationship between the spouses;
- (e) if the amount of family debt exceeds the value of family property, the ability of each spouse to pay a share of the family debt;
- (f) whether a spouse, after the date of separation, caused a significant decrease or increase in the value of family property or family debt beyond market trends;
- (g) the fact that a spouse, other than a spouse acting in good faith,
- (i) substantially reduced the value of family property, or
- (ii) disposed of, transferred or converted property that is or would have been family property, or exchanged property that is or would have been family property into another form, causing the other spouse's interest in the property or family property to be defeated or adversely affected;
- (h) a tax liability that may be incurred by a spouse as a result of a transfer or sale of property or as a result of an order;
- (i) any other factor, other than the consideration referred to in subsection (3), that may lead to significant unfairness.

[106] I have the benefit of many decisions of our Court which have interpreted this section. In *Remmem v. Remmem*, 2014 BCSC 1552, Mr. Justice Butler compared s. 95 to the former s. 65 of the FRA and noted that it is no longer sufficient to find that the division of property is merely unfair. There must be a finding that the division of property pursuant to the statutory scheme is significantly unfair. "Significant" is understood to mean more than a regular impact. It is a weighty, meaningful or compelling impact. In other words, the legislature has raised the bar for a finding of unfairness to justify an unequal distribution. It is necessary to find that the unfairness is compelling or meaningful having regard to the factors set out in s. 95(2).

[107] In *Nearing v. Sauer*, 2015 BCSC 58 at para. 141, Fleming J. observed that s. 95(2) does not appear to allow for the wide range of examining each spouse's contribution to the accumulation of family assets and their respective capacities as what used to occur under the FRA or constructive trust analysis.

[108] In *Jaszczywska v. Kostanski*, 2015 BCSC 727 [*Jaszczywska trial level*] at para. 162, Madam Justice Baker stated that the FLA intended exceptions to equal division would not become the norm. She said:

[162] In enacting the Family Law Act and adopting a new regime for allocating family property, the Legislature, in my view, intended that the exceptions to equal division would not become the norm. In almost any spousal relationship the nature of the contributions made may be unequal in some sense, but in providing for the equal division of family property (after taking into account excluded property or a contribution to value derived from

excluded property), the Legislature intended the general rule to prevail unless very persuasive reasons can be shown for a different result.

- [109] Although there was a successful appeal in this case, the Court of Appeal supported Baker J.'s interpretation of the FLA. Madam Justice Baker also said that mere disparity in wealth at commencement of the relationship should not justify unequal division of family property at the end of the relationship: *Jaszczywska* trial level at para. 144.
- [110] In *Hamill v. Dunlop*, 2016 BCSC 1337, following *Jaszczywska* trial level, I found that unequal contribution was not sufficient to meet the threshold test for significant unfairness. In that case, the parties both contributed to the maintenance, renovation and upkeep of the family home in proportion to their incomes and the respondent contributed more labour to the renovation of the home.
- [111] In *Slavenova*, Savage J. found that "significant unfairness" requires more than differing financial contributions and equal contribution is more likely exceptional than commonplace, stating at para. 60:
- [60] ... The new regime under the FLA recognizes the partners will come to a relationship in differing circumstances and accounts for those in the concepts of "family property" and "excluded property". The starting point in the division of property analysis already implies significant exclusions.
- [112] However, the FLA has not set the bar so high that finding significant unfairness is next to impossible: *V.J.F. v. S.K.W.*, 2015 BCSC 593 para 83; *aff'd* 2016 BCCA 186.
- [113] There are several cases where the court has ordered an unequal division. I will set out a few here to establish the principle but the cases are very fact specific.
- [114] In *Cabezas v. Maxim*, 2014 BCSC 767, Chief Justice Hinkson found a disproportionate contribution to family property by one party was sufficient to meet the threshold test for significant unfairness for dividing excluded property under s. 96.
- [115] In *Blair*, Fleming J. concluded that in all the circumstances, including Mr. Blair's role in causing a dramatic increase in revenues for the company and the value of the shares and Ms. Johnson's lack of contribution to Mr. Blair's business throughout the relationship, it would be significantly unfair to equally divide the increase in value in the shares.
- [116] In *A.L.M. v. N.J.O.*, 2015 BCSC 70, Mr. Justice Greyell found that a division of the claimant's pension would be significantly unfair because she had to liquidate portions of her RRSP during the relationship to support the parties and she bore all the expense of raising their child including paying for her private education. In addition, the claimant worked two jobs to pay down family debt jointly incurred by the parties.

- [117] In *Walburger v. Lindsay*, 2015 BCSC 341, Madam Justice Fitzpatrick reapportioned 100% of one property that the respondent had received as a gift from his mother given the claimant had not contributed anything to that property. The claimant did, however, receive 50% of the second property in which she lived with the respondent because she had made to its upkeep, albeit a very modest one.
- [118] After this trial concluded, the respondent's counsel has referred two cases to me where unequal divisions have been made. Those are *Davie*, which I referred to above, and *Bamford v. Mulyati*, 2017 BCSC 945 [Bamford]. In *Bamford*, the respondent absconded with the claimant's deceased former wife's jewelry and replaced it with dollar store jewelry. She contributed nothing in the marriage and did not disclose her income from her business or the value of her RRSPs. She fled to Jakarta and did not respond at all to the court proceedings. The claimant was a man in his 80's who had been retired for 20 years. The respondent, a woman in her 50's is believed to be running a business in Jakarta with undisclosed income. The facts of *Bamford* could not be more distinguishable. The respondent's failure to disclose was but one factor considered by Madam Justice Morellato.
- [119] Courts have been persuaded to grant unequal division of property or debt as a result of a spouse's failure to disclose assets and debts. In *Chang v. Xia*, 2015 BCSC 1994, Fleming J. provides a helpful summary of the law at paras. 47 to 52. Madam Justice Fleming found that the respondent failed to disclose assets and dissipated assets and concluded that it would be significantly unfair to equally divide a student loan debt as a result.
- [120] To follow is a review the relevant enumerated factors in s. 95(2) of the FLA. I have determined that s.95(2)(d), (e), (g), and (h) have no application to this case.
- 95(2)(a) The duration of the relationship between the spouses
- [121] This factor was significant in *Davie* given that the parties' courtship and marriage lasted a total of one year. In the present case, the parties had a nine year relationship which I would consider mid-range duration. This factor does not support a finding of significant unfairness
- 95(2)(b) The terms of any agreement between the spouses, other than an agreement described in s. 93(1) (setting aside agreements respecting property division)
- [122] There was no oral or written agreement between the parties.
- 95(2)(c) A spouse's contribution to the career or career potential of the other spouse
- [123] The claimant referred a number of real estate clients to the respondent through his family and his friends. The respondent does not disagree.
- 95(2)(f) Whether a spouse, after the date of separation, caused a significant decrease or increase in the value of family property or family debt beyond market trends

[124] The property value increased by over \$300,000 between separation and the completion of the trial but I find that it was due to market forces and not due to actions by either spouse.

95(2)(i) Any other factor, other than the consideration referred to in ss. (3), that may lead to significant unfairness

[125] Most of the respondent's arguments fall under this general provision or basket clause at the end of s. 95(2) of the FLA. The "other factors" the respondent wishes to have the Court consider which may lead to significant unfairness are:

- 1) The claimant's lack of contribution to household expenses;
- 2) The claimant's use of financial control over the respondent money and investment to her detriment;
- 3) The claimant's filtering of money through the respondent's chequing account to promote Ialta stocks for his own benefit;
- 4) Unauthorized loans the claimant took from the respondent's funds;
- 5) The claimant's undisclosed income; and
- 6) The unequal contribution to the renovation and restoration of the Hospital Street Property.

The Claimant's Lack of Contribution to Household Expenses

Sales proceeds from the claimant's condo

[126] The claimant sold his condo in 2003 and did not contribute any money to the Hospital Street Property. He received \$63,398 on May 9, 2003 from the sale of his apartment. He paid off his debt with the money. Later that year or in early 2004, he contributed \$30,000 to his RRSP. During this time, the claimant said he could not contribute to the household expenses because he was saving money for the respondent's engagement ring and for their wedding. He did not disclose the fact that he contributed \$30,000 to his RRSP. The respondent thought the claimant was struggling financially during this time.

Financial arrangement

[127] The claimant's evidence is that the parties had no agreement on how to manage their financial affairs. He described their money as one pot of money which flowed from the right pocket to the left pocket. It did not matter who earned it or spent it. The claimant, a meticulous record-keeper, kept no records of the flow of cash for household expenses.

[128] The claimant says that he was open with his finances and that the respondent had access to his accounts but I find that was not the case. He did most of his banking online and had password protected accounts which he switched to a finger print password. He had access to all of the respondent's accounts and paid most of the household bills from her accounts.

- [129] Even as late as January 2012, after the parties had lived together over eight years he was still using his parents' address on his cheques and as a mailing address for certain investment statements.
- [130] I accept the respondent's evidence that the claimant misled her about his income, saying it was about \$40,000 a year. In fact it only dropped to that level in 2004 and 2005 and was substantially higher in all other years. He did not tell her about receiving money from N.B. and he did not tell her when he exercised stock options and made a significant profit.
- [131] The respondent agreed that there was no set plan between them for managing finances. She believed that the claimant was trying to recover from a financial loss from IntraCoastal Systems and that he was saving for their wedding and her ring. She thought the last thing he needed was for her to push him about spending and asking for money.
- [132] The respondent acknowledges that the claimant gave her credit cards to use to purchase groceries for the two of them. She had an RBC credit card from 2006 to 2008 and then she received from him an AMEX card in 2010 and kept it until the final separation. In addition to groceries, she purchased a sewing machine and patio furniture on the AMEX card.
- [133] When the parties reconciled in 2010, the respondent still had the claimant's credit card. She continued to pay the utilities, mortgage, municipal tax, electricity and gas. The respondent was able to write off the portion of the household expenses as business expenses.

Cheques paid by claimant to respondent

- [134] The claimant contributed a total of \$13,000 by cheques for household expenses between October 20, 2008 and November 17, 2010.
- [135] Between February 25, 2011 to June 10, 2011, the claimant wrote six cheques of \$423.28 to reimburse the respondent's account for the monthly mortgage payment. He also made other payments to her line of credit account during this period to cover her personal expenses. This was an experiment he conducted to see if he could determine what her business income was. The claimant did not discuss this with the respondent and stopped depositing money after June 10, 2011 because it was too much work.
- [136] The claimant paid the respondent \$25,000 by cheque on September 28, 2011. The cheque has his parents' address on it. This was not repayment of money he borrowed. This was because the respondent needed cash.
- [137] The claimant's contribution list says that he paid \$112,866.96 to the respondent by way of cheques over the nine years. The respondent says that \$36,371 was borrowed from her so that amount should be subtracted from the contribution figure. I agree that these amounts were borrowed and should have been repaid.
- [138] The respondent says that the \$36,000 contribution from Ialta was worthless and should be deducted from the total contributions. I disagree, as I will set out below.

[139] With the reduction of the borrowed \$36,371, the claimant paid to the respondent cheques totaling \$76,495.96.

Cash contributions

[140] The claimant says that he gave the respondent cash over the years. The respondent says the only cash he gave her was a small amount to play poker with. I prefer the respondent's evidence on this point.

Financial contribution charts

[141] The claimant prepared a financial contribution chart to summarize all financial contributions he made where he could find documentation through his credit card bills. This document was prepared at the request of his counsel when he was pleading a constructive trust claim. Despite the fact that the claimant amended his pleadings to adopt the provisions of the FLA, he has still relied on this table of contributions to show that he was not living at the Hospital Street Property for free.

[142] Because this document was prepared by the claimant, the respondent also provided a detailed chart of all the contributions she made toward household expenses or for the benefit of the parties during the relationship.

[143] Both parties were adeptly cross-examined on their contribution charts and the cross-examination revealed there were some errors and duplications.

[144] For the purpose of this analysis I have subtracted \$37,042.09 from the claimant's contributions of \$225,311. This adjustment reflects the \$36,371 the claimant borrowed from the respondent and three items he was cross-examined on where it was clear to me that there was an error in his chart. Those three items were the \$227.99 remote control for his friend Keith which he had attributed as a medical expense for the respondent; \$272.10 for an enlarged framed picture purchased for his parents; and \$171 for a chair massager for the respondent's father which was reimbursed immediately to the claimant. This reduces the contributions of the claimant to \$188,268.91. I accept this figure is accurate.

[145] In the respondent's contribution chart the respondent shows she made total contributions of \$301,162. She was cross-examined on her contribution chart and this figure reflects the adjustments she made to her chart after the cross-examination. I accept this figure is accurate.

[146] During the relationship, the respondent paid virtually all of the overhead expenses for the house in the amount of \$152,626 which included mortgage payments, gas, electricity, internet, house insurance, and property tax. The claimant's contribution to overhead was \$2,645.

- [147] During the relationship the respondent paid home-improvement costs of \$24,593 and the claimant paid \$7,344.
- [148] In order to establish that the claimant received a significant benefit from moving into the respondent's house and having the respondent pay all overhead expenses, the respondent led evidence of what mortgage payments the claimant was paying prior to their cohabitation. Prior to their cohabitation the claimant paid \$1,000 every two weeks on his mortgage. The claimant would not admit to this but the documents were clear that he was paying this amount and that the principal owing on his mortgage dropped from \$57,550 in April 2002 to \$45,573 in January 2003.

Income and available funds to each party

- [149] The claimant says that over the years his gross income was \$777,036 and his net income was \$689,586.
- [150] On reviewing the claimant's income tax returns I can see that he made RRSP contributions of \$91,283. The claimant received \$12,500 from N.B. He did earn money in the stock market but that money was reinvested or put in his savings account and later into the purchase of the Burlington Avenue Condominium. As a result, it did not affect his available cash flow. During this time the claimant had \$610,803 cash available to him.
- [151] During the same time, the respondent's total line 150 earnings plus her two personal injury settlements is \$245,237. Information regarding RRSP contributions and income tax was not available.
- [152] In terms of cash flow, the respondent wrote off certain household expenses for tax purposes. To determine what funds she had available to her, counsel submitted that those household expenses should be added to her income at an estimate of \$6,500 per year. The respondent received approximately \$14,400 income from a tenant for the first two years. I accept her counsel's calculation that the total money available to the respondent for the nine-year relationship was \$318,137.
- [153] The total money available to the claimant was \$610,803. The claimant's total proven contributions are \$188,269. That would leave the claimant with \$422,534 of unaccounted for net income over a nine year period. This is \$46,948 per year of surplus income over contributions.
- [154] The total money available to the respondent was \$318,137. The respondent's total proven contributions are \$301,162. That would leave the respondent with \$16,975 of unaccounted for net income over a nine year period. This is \$1,886.11 per year of surplus income over contributions.

[155] There is no explanation for how the claimant spent this surplus \$422,534. I must assume that some of this surplus went to pay his personal expenses such as clothing, grooming, and vehicle expenses. Personal expenses were not disclosed in either party's financial statement because no claim for spousal support is being made.

[156] There was clearly an unequal sharing of family money. During a time when the claimant had excess funds in the amount of \$422,534, which equates to approximately \$3,912 per month, the respondent had an excess of \$16,975 to spend on her personal expenses which is approximately \$157 a month.

Contribution of Shares or Cash from Ialta

The Ialta Shares

[157] In 2003, the claimant gave the respondent \$36,000 to buy shares in Ialta.

[158] The point of the discussion to follow is to establish that the respondent did receive a benefit from this transaction. It is her position that the transaction was solely for the benefit of the claimant and that the transaction cost her money. I find that is not the case.

[159] I do not find it necessary to recount the complicated history of how the funds were received by the respondent. I accept the claimant's evidence that the \$36,000 was a bonus. He held substantial shareholdings in Ialta already and so gifted this money to the respondent so she could purchase Ialta shares. Mr. Panju, who was a director of Ialta, gave evidence that supports the claimant's evidence about this transaction. Mr. Panju also received the bonus. He confirmed that some of the directors put the new shares in their spouse's names as did the claimant.

[160] The respondent says she was told by the claimant that he was transferring the \$36,000 in Ialta shares to her so she could avail herself of capital losses when she filed her income tax return. He told her that he had already used his maximum capital loss. The claimant denies this.

[161] The respondent said when she prepared her income tax return she had to claim \$36,000 as a taxable benefit. My review of her income tax returns contradicts this statement. She did not have to declare \$36,000 as a benefit.

[162] The respondent says that she was assessed \$15,789.55 as a result of this transaction. I find that this assessment has nothing to do with the Ialta shares but relates to the respondent's four income tax returns which were all filed at the same time in 2007. The net result of the assessment of all four years was that she owed \$15,789.55 in tax. The arrears were carried back to years where she was to receive a refund and the refund was deducted from the arrears as opposed to being paid out to her.

- [163] A review of the respondent's 2003 income tax returns in Exhibit 9 shows that she claimed a \$30,360 contribution to her RRSP. It is not clear to me why the \$36,000 RRSP contribution translated to a \$30,360 RRSP contribution. In the same year she also received credit for a \$924 repayment under the Home Buyers' Plan.
- [164] The \$30,360 RRSP contribution was not a deductible against income in 2003 because the respondent did not have any taxable income that year but she carried it forward and it was used as a deduction against income in 2004.
- [165] In 2004, the respondent's total income was \$18,398. She claimed an RRSP deduction against income in the amount of \$17,270 which I assume arose from the Ialta contribution. Her final balance of tax payable was zero. The respondent's 2004 income tax return at page two, schedule 7 shows credit for repayment of \$10,165.83 to the respondent's Home Buyers' Plan.
- [166] In 2005, the respondent had a total income of \$57,089. She used an RRSP contribution of \$5,000 which may still have been part of the Ialta contribution. She had to pay CPP contributions of \$3,722.40. Her total tax payable was \$12,134.70 and she was assessed a late filing penalty of \$1,787.58. Interest was added to this amount and the Notice of Assessment showed a balance as of May 3, 2007 of \$15,852.17. This is the figure that I believe was carried back to avoid a refund being paid out to the tax payer before the tax assessment was paid.
- [167] The respondent complained about having to declare a capital gain as a result of the contribution of Ialta shares. She did have to declare a capital gain in 2004 but that was not because she received the shares. The capital gain was declared after she sold the Ialta shares.
- [168] I conclude that the claimant contributed \$36,000 in Ialta shares to the respondent. The respondent did receive a RRSP deduction and a Home Buyers' Plan deduction in 2004 and 2005 as a result of this contribution to her RRSP. The respondent also sold 94,000 shares in 2004 (for which she had paid nothing) for \$22,348, which was a benefit to her. She did pay tax on that income. I assume that the sale proceeds for the Ialta shares were reinvested in other shares in her RRSP portfolio. Overall, there was some benefit to her from this gift of Ialta shares.
- [169] The balance of 50,000 Ialta shares held by the respondent ended up having no value. That does not mean that the entire transaction was worthless.
- [170] I accept the claimant's evidence that he believed that he was making a large contribution to the respondent when he gave her his \$36,000 bonus so that she could purchase Ialta shares. The claimant had a large number of Ialta shares at the time and was trying to create a similar stock portfolio for the respondent. Unfortunately Ialta did not do well and the shares over time became worthless but before this happened, the respondent had received a benefit.

The \$14,000 transaction

[171] Also in July 2003, the claimant gave the respondent a bank draft of \$14,000 to deposit into her bank account. He suggests that his was a contribution to the respondent but the evidence does not support that conclusion.

[172] On June 23, 2016, the claimant says that he received \$10,000 after which he promised to pay \$14,000 worth of shares. He said he did not know who the end recipient was. He just received the cash. He also said that through the private placement of whomever the individual was, that person received the shares of the company of \$14,000, they issued the stock, and the other person got paid his shares. He did not know why the money went through the respondent's account.

[173] On page 33 of the same transcript at line 38 the claimant admits that the shares went to M.K. and it was M.K. who gave him the \$10,000.

[174] Four days later on June 27, 2016, the following is an excerpt from the cross-examination of the claimant at p. 78, lines 18-47 and p. 79, lines 1, 2, and 17-24:

Q So if you, in fact, owed [M.K.] \$10,000, then is that not inconsistent with your testimony here where you say that he owes you \$2,000?

A Well, it wasn't specifically [M.K.]. It was an associate of his. This was an outstanding amount because they had given -- I had received cash. I needed cash. And that \$14,000 was put into my income when I received the payment from Ialta Synaptech. So after I received that I gave it to you which you deposited to your account and you issued a cheque to Ialta for the private placement. So I received funds. I was T4'd for them.

Q So that was \$14,000 that -- you are saying you put \$14,000 into my bank account; is that correct?

A No. You didn't cost -- it didn't cost you anything.

Q. But in return for doing that you were paid -- was it \$10,000 or \$14,000?

A Ten Thousand. I recall receiving \$10,000 cash.

Q And, but you said that that money was used towards paying back a debt that you owed to [M.K.]?

A No. Those funds I gave to you essentially to pay for bills in the house.

Q So those will be in your accounts?

A The cash?

Q A \$10,000 payment. Is there a \$10,000 payment that you made into my bank account?

A No. I gave you cash. I don't recall when and where. Over that period of time during that first year because the cash flow was not good with the company I used cash.

[175] I cannot accept any of the claimant's evidence on this transaction as it is full of inconsistencies. There is no proof that the claimant gave \$10,000 to the respondent as a contribution. There is no logical explanation for this \$14,000 going through her bank account to repay a loan he had owed to Ialta or to M.K. This evidence leads me to seriously question the credibility of the claimant.

Controlling the Respondent's Finances

Unauthorized investments

[176] The respondent claims that the claimant controlled her finances to her detriment.

[177] The respondent says that the claimant made unauthorized investments in her RRSP and exposed her to risk.

[178] In 2003 when the respondent bought an RRSP from TD Bank she took advice from the claimant. She had previously used an investment adviser then she transferred her investments to a bank. From the time she met the claimant, he talked about managing one's own stock portfolio and she thought he was very capable so she gave him permission to manage her investments. He had told her that it was foolish to leave her RRSP invested in bank stock.

[179] The respondent was well aware that the claimant invested in start-up technology companies. She may or may not have been aware that he was investing in mining stocks later on in their relationship when he was working for Endeavor Silver.

[180] I find that she gave the claimant control of her investments because she respected his expertise. I do not accept her evidence that she limited him to blue chip stocks. She gave evidence that the claimant told her it was foolish to leave her RRSP investments in bank stock.

[181] The claimant has provided evidence in the form of an email from the respondent dated November 10, 2010 where she was confirming her password for trading in her investment account. The claimant asked for the password so that he could process a sell order in her account. This email exchange suggests that she knew he was trading on her account and she fully authorized it.

[182] On cross-examination, the respondent admits to never looking at her statements throughout the relationship even when she was very unhappy with the relationship. The accounts were in her name and there was nothing stopping her from looking at them.

[183] The reality is that the claimant's investment strategy worked and both parties benefited financially from it.

[184] In *J.S.F. v. W.W.F.*, 2015 BCSC 2375, Mr. Justice G.C. Weatherill addressed a similar issue where the claimant had authorized the respondent to make trades using funds and her trading account on her behalf. In that case, the investment account decreased in value. In the case before me, the investment account increased in value.

[185] I am guided by the words of Weatherill J. in para. 169:

[169] I find that, although the claimant may not have known the details of the day-to-day on-line trading that the respondent was doing, she gave him the discretion to trade the funds in her trading account on her behalf and was aware that he was doing so. The fact that the parties lost money when the respondent invested in HND shares does not entitle the claimant to retroactively withdraw her consent that he trade at his discretion. I accept the respondent's evidence that he used his best judgement when making investment decisions and that he did so on behalf of and in the best interests of the claimant.

[186] Accordingly, I reject the respondent's claims that the claimant made unauthorized investments in her RRSP or that he did so to her detriment.

Eviction of tenants evict tenants

[187] The respondent alleges that she lost rental revenue because the claimant wanted to use the rental space as a laundry room. The claimant says it was the respondent's choice to stop renting the suite. I accept the respondent's evidence that this was not her preference and that she was benefiting from renting the basement as it was assisting her in paying the mortgage. After separation she converted the basement into a rental suite again.

Cancelled apartment purchase in 2005

[188] The respondent alleges that she missed out on an investment opportunity because of the claimant's objection.

[189] In 2005, shortly after the respondent received her first personal injury settlement, she found an apartment which she wanted to invest in with her friend D.A.. She made a down payment and advised the claimant as soon as she got home that she had done this. The claimant became irate that she would invest in the apartment with another person and not consult with him. As a result of his reaction the respondent withdrew from the investment. D.A. confirmed that the respondent told him she had to withdraw from the investment because the claimant was not happy.

[190] The claimant denies all of this. I accept the respondent's and D.A.'s evidence on this point.

2008 mortgage renewal and stock options

[191] The respondent alleges that the claimant convinced her to convert her mortgage to a line of credit so she missed years of principle payments as a result.

- [192] When the respondent's mortgage on the Hospital Street Property came up for renewal in 2008, the claimant advised her to take out a line of credit to pay out the mortgage so she could avoid paying a prepayment penalty. He told her that he would be exercising stock options and he wished to pay down some of the mortgage with the proceeds from the stock options.
- [193] By 2010, he had not paid down the mortgage. The respondent was paying interest only payments on the line of credit and therefore not decreasing the principle. She finally asked the claimant about the stock options and he advised her that they were worthless. This was true, as the stock options he had which matured in 2010 were at a higher price than the stock was trading.
- [194] In 2010, the respondent made arrangements to reinstate a mortgage with TD Canada Trust. The claimant advised the respondent to take out a mortgage for only a portion of the debt and to leave the balance in the line of credit because it would make it easier to pay off a portion of the debt on the house without attracting a penalty.
- [195] Nowhere does the claimant volunteer the fact that he actually received \$62,491 in profit from exercising stock options which he cashed out. He received \$31,274 in November 2010 and \$31,217 in February 2011. The claimant did not tell the respondent about this money nor did he pay down her mortgage as he had said he was going to do.

Unauthorized Loan and Undisclosed Income

Loans

- [196] After the respondent received her personal injury settlement of \$63,200 on April 26, 2005, the claimant asked the respondent if he could borrow \$30,000. The claimant said he wanted to run a cycle in his bank account where there was no debit balance
- [197] The respondent said she agreed to it on condition that he pay her back the money immediately. The claimant's response is that this is ridiculous. It made no sense to borrow money and repay it the next day.
- [198] The claimant did not repay the \$30,000. He did pay \$22,000 on July 4, 2005 and that cheque was returned due to insufficient funds to cover it. The claimant replaced it with a \$25,000 cheque on July 8, 2005. He never paid her the additional \$5,000. The claimant maintained at the date of trial that the \$30,000 was not a loan. He said they shared money this way.
- [199] I accept the respondent's evidence that she could not afford to give the claimant \$30,000 and she insisted that he pay her back. I also accept her evidence that when the respondent complained that the claimant was supposed to re-pay her immediately the claimant said something to the effect that she valued money more than she did the relationship. The respondent was then quiet because she said the claimant made her feel selfish. When he gave her \$25,000 she did not question him.

[200] On August 16, 2006, the claimant took \$6,371 from the respondent's bank account using her online password in order to pay his own Canada Revenue Agency debt. I accept the respondent's evidence that he did so without telling her.

[201] On June 28, 2006, the claimant received a tax refund of \$4,146 which was automatically deposited to his account. He said he issued a cheque to the respondent but there is no proof that he did.

\$100,000 drop in investment value

[202] The respondent prepared a chart showing balances in the claimant's accounts from October 2010 to May 2012. The accounts increased from \$20,750 to \$235,622 between October 2010 and February 2011 and then steadily declined in value to \$111,808 at the time of separation.

[203] I have reviewed all of the disclosed account statements in detail and I accept the claimant's explanation that the reason for the drop is because he withdrew money to purchase his condominium. By my calculation, he withdrew about \$91,000 in total for the condominium which may have included property transfer tax and closing costs. He has also proven that he did pay the respondent \$25,000 in September 2011. I see no evidence that he has withdrawn large sums of money in addition to these two amounts.

Renovations

[204] The respondent is clearly passionate about the house at Hospital Street. Her goal is to restore it to its original condition. It was built between 1906 and 1912. She has done extensive work on the flooring. She has repaired and reinstalled sash windows. She has added stained-glass window fixtures, cleaned and polished old hardware, and reinstalled it.

[205] The respondent went through a long list of renovations she had done before the claimant moved in. I have no hesitation in finding that the respondent has spent many more hours restoring the Hospital Street house than the claimant has. Much of the work was done by herself with the assistance of friends or neighbours. She rarely hired contractors.

[206] The claimant was aware of those renovations. He helped her finish the floor in the TV room before he moved into the house.

[207] The claimant produced a nine-page summary of all the work he did in the house in minute step-by-step detail. The respondent does not deny that he did much of the work that he summarized in Exhibit 5. Her evidence is that he did it poorly. She is a perfectionist when it comes to her home and after hearing the evidence for a number of days on renovations, it is clear to me that nothing he did pleased her. She was willing to accept the claimant's offer to assist her in this do-it-yourself restoration project which saved her a great deal of money but after the fact, she is highly critical of pretty well everything the claimant did.

The deck

- [208] Case in point is the deck. The respondent and her father had reconstructed the deck at the back of the house and the respondent hired a tiler to install ceramic tile. The seal on the ceramic tile grout failed and water leached in through the grout and rotted the deck.
- [209] The claimant gave the respondent the idea to start a lawsuit against the tile company. This was after attempts were made to negotiate a settlement. The matter went to a Small Claims Court settlement conference and the tile company agreed to re-lay the cement board, waterproof membrane, and tile. The respondent was responsible for rebuilding the deck up to the plywood level.
- [210] The respondent obtained quotes between \$5,000 and \$10,000 to rebuild the deck. The claimant offered to do it and after some convincing, the respondent did agree. She assisted with the removal of the tile. The claimant replaced the ledger board. The respondent said "I left that to him. I had no experience building something that big and he knew how to do this."
- [211] The supporting beams were in good condition but the under structure of the deck all had to be replaced. The claimant did this work.
- [212] The deck was re-tiled by the tile company. The respondent's evidence is that the deck looked fabulous for a few years. It is the respondent's opinion that the slope of the deck is not sufficient to allow proper drainage and so water and leaves collect on the deck. Within a few years, the deck started to leak again. When asked who made the decision on the slope of the deck, the respondent said "I left it to him. He believed that there was enough slope." She believed that the ledger board needed to be installed higher on the back of the deck to allow greater slope.
- [213] The respondent's evidence changed substantially in cross-examination. In her examination-in-chief, she was clear that the ledger board needed to be installed higher. When it was proven that this would be impossible because of the location of the sliding glass door, she changed her evidence to say she was very clear that the garden end of the deck had to be lowered. This is inconsistent with her evidence that "I left that to him. I had no experience building something that big and he knew how to do this."
- [214] On cross-examination, the respondent acknowledged that she had complained to the tile company and they had sent an inspector. The inspector's opinion was that the flashing had not been properly installed by the tile company. The respondent chose not to share this opinion in examination-in-chief because she did not agree with it.
- [215] The point of the extensive evidence relating to this deck is that the respondent says the claimant did not add value to the house or possibly that his work reduced the value of the house. The claimant said that the work he did on the deck is one of his contributions to the house.

[216] I find that the claimant performed many hours of hard work on the deck as a contribution to the household. Unfortunately, due to a design flaw or a tiling flaw, the work neither added nor subtracted to or from the value of the house. The claimant temporarily solved the leaking problem but it resurfaced. The respondent and her father had built the original deck structure and the claimant replaced rotten boards and prepared the decking for tiling. He did not alter the original structure of the deck. Two or three years after the claimant's work, the deck was in basically the same condition it had been before he began his work. There is no evidence before me of the value that the deck added to the property and I find this to be a neutral factor.

Kitchen renovation

- [217] When the parties separated in 2010, the respondent decided to start a kitchen renovation. Prior to the reconciliation, she had sanded and painted all of the cabinets, obtained additional cabinets and prepared them for installation. She removed the flooring in the living area leaving just the subfloor. She salvaged flooring from a house that was being demolished and refinished every board by hand before installing it. These were very labour-intensive jobs.
- [218] The respondent says that the claimant was working during the week and so much of the work was done when he was not home. When he was home, he mostly locked himself in the TV room.
- [219] I find the respondent has seriously underestimated the claimant's contribution to the kitchen renovation.
- [220] The claimant said that he laid some flooring to replace decayed floor and to address squeaking of the floor. He moved a heating vent to allow for the installation of the island. He moved the subpanel and outlets and put in a microwave shelf. He moved lighting and installed junction boxes in the ceiling over the island. He moved the kitchen sink and garburator and reassembled the new sink after the cabinets were installed. He levelled flooring so the cabinets would be level and built additional cabinets for the salvaged leaded glass doors. He built a floor-to-ceiling cabinet outside the bathroom with an antique wooden door and a corner cabinet so the wine fridge would fit in.
- [221] The respondent purchased a granite countertop that was two inches too short. The claimant adjusted the size of the island which took an entire weekend. The claimant then had to adjust the flooring as well because of the gap.
- [222] The respondent purchased the appliances.
- [223] There is no evidence as to the value that this kitchen renovation added to the house. The work done is aesthetically pleasing but I cannot determine what dollar value it added to the house.

[224] The claimant put in many hours of work on the kitchen renovation. I find that the respondent spent substantially more time on the kitchen renovation and substantially more money as she purchased most of the materials and the appliances. She did not hire a contractor and did a lot of the work herself. She consented to have the claimant do a lot of the work himself although I do accept her evidence that she objected to having him install a gas line given that he has no gas fitting certificate. She saved money by having the claimant assist her with the kitchen renovation. The quality of his work and in fact, the quality of her work may not be as high as a professional's but they were both satisfied with doing it themselves.

Decision on the division of family property

Hospital Street Property

[225] The cumulative effect of the evidence has satisfied me that it would be significantly unfair to equally divide the Hospital Street Property between the parties. I base my decision on the significant disparity in the parties' financial contribution to household expenses; the unauthorized loans taken by the claimant; the claimant's hiding of income and his unequal contribution to the renovation and restoration of the Hospital Street Property. I was not influenced by the evidence of the claimant's financial control over the respondent's money or by the Ialta transactions.

[226] There is no requirement that parties equally share their income in order to equally divide their assets. However when one looks at the percentage of each spouse's income that they contributed to the household, I find there is an inequitable sharing of resources. The claimant held back a large reserve of income whereas the respondent spent almost every last penny she had leaving a negligible amount for personal expenses.

[227] The claimant was secretive about his income from employment and other sources yet had full disclosure of the respondent's income. He borrowed money from her under false pretenses.

[228] The respondent spent substantially more time maintaining and renovating the Hospital Street Property than did the claimant. That in itself would not have been sufficient to convince me to unequally divide the Hospital Street Property but, coupled with the disproportionate financial contributions and the hiding of income, I am satisfied that an equal division would be significantly unfair.

[229] It appears that the respondent embarked on a joint family venture and the claimant was selective about what he would share, what he would disclose, and what he would contribute.

- [230] The respondent has also maintained the Hospital Street Property on her own and made all mortgage payments since the parties' separation five years ago. Again, on its own, this would not be sufficient to create significant unfairness because the mortgage payments can be adjusted in the respondent's favour. Nonetheless, it is a factor that I have added to the cumulative effect.
- [231] As noted above, the Hospital Street Property should be valued at the date of trial. The equity should be calculated by subtracting the balance of the mortgage which was owed as at the date of separation in the amount of \$112,852 so that the respondent will receive the benefit of her five years of payments.
- [232] I find that a fair division of the increase in net equity in the Hospital Street Property is 70% to the respondent and 30% to the claimant. This percentage does recognize that the claimant did make contributions of money and labour and he did support the respondent's career.

Burlington Avenue Condominium

- [233] The net equity in the Burlington Avenue Condominium should be divided equally between the parties. The claimant has paid the mortgage on the Burlington Avenue Condominium since the date of separation and so I find it fair to subtract the 2012 balance owing on the mortgage in the amount of \$130,000 to give him credit from paying down this debt. No portion of the Burlington Avenue Condominium is excluded because the claimant used family property to purchase it and that family property is being traced into the Burlington Street Condominium.
- [234] The net effect of the division of real estate is that the respondent owes to the claimant a payment of \$145,171.
- [235] The following chart sets out my calculations:

Asset

Cohabitation

2003

Separation

2012

Trial

Equalization

Real Estate

Hospital Street

\$250,000

\$590,000

\$930,000

Mortgage/line of credit

\$158,468

+ \$4,883 \$163,351

112,852

112,852

Equity

\$86,649

817,148

Minus excluded property

(\$86,649)

Equity after exclusion

\$730,499

Division

Claimant 30%

\$219,149.70

Respondent 70%

\$511,349.30

Burlington Ave Condominium

\$209,000

\$275,000

Mortgage

\$130,000

\$130,000

Equity

\$79,000

\$145,000

Division

Claimant

\$72,500

Respondent

\$72,500

Net Equalization Payout:

+\$219,149.70

- (\$72,500)

\$146,649.70

(\$219,149.70 owed from Hospital street)

+ \$72,500

(\$146,649.70)

Investments

[236] The parties agree that the financial assets should be valued as at the date of separation given that there have been withdrawals and deposits since the date of separation. The claimant does not seek to exclude non-registered investments because of the debt he had at cohabitation. I have found that the claimant's RRSPs from 2003 are excluded.

[237] The claimant does not seek to exclude any of the accounts receivable he had at cohabitation.

[238] The respondent has no excluded investments because the \$10,080.57 in RRSPs is offset by the money she borrowed against her RRSPs to purchase the home.

[239] The parties agree to each keep their own debts at separation and each keep their own vehicle without any further accounting.

[240] After subtracting the claimant's excluded RRSP, the increase in value of the investments will be divided equally. The below charts set out my calculations in that regard:

#

Claimant's bank accounts and non-registered investments

2003

2012

Increase in Value

Equalization

1.

RBC TFSA

330-1-2

\$10,795

\$10,795

2.

RBC 8122

\$5.77

\$5.77

3.

RBC 3509

\$289.93

\$289.93

4.

HSBC 5150

\$3,615.55

\$694.65

0

5.

RBC 9816

\$817.66

\$817.66

6.

RBC 2916

\$20,379.27

\$20,379.27

7.

Wolverton

0293

(\$93.83

not seeking to exclude)

\$2,901.67

\$2,901.67

8.

Canaccord 773A-1

\$7,929.53

\$7,929.53

9.

First Associates 7901

(not seeking to exclude)

\$63,350

0

0

10.

HSBC 5-306 USD

\$105.63

Total Increase in Value

\$43,224.46

Net Equalization Payment

(\$21,612.23)

\$21,612.23

Claimant's RRSPs

1.

RBC RRSP

6301

\$500.29

\$500.29

2.

Wolverton RRSP Cash and Share Account 6660

\$11,308.75

\$59,730

\$71,038.75

\$151,929.38

\$80,890.63

Total Increase in Value

\$81,390.92

Equalization Payment

Claimant

roll-over to respondent

(\$40,695.46)

Respondent

\$40,695.46

[241] The financial asset, which the respondent held in 2003 and in 2012 is divided as follows:

TD Waterhouse RRSP 744S

\$10,080.57 minus home buyer loan No excluded property

\$141,452.52

\$141,452.52

Equalization Payout

Claimant

\$70,726

- (\$40,695.46)

\$30,030.54

Respondent

(\$70,726)

\$40,695.46

net rollover to the claimant

(\$30,030.54)

Equalization Payment

[242] The net effect is that the respondent shall pay to the claimant \$125,037.30 in satisfaction of his interest in the Hospital Street Property minus her interest in the Burlington Avenue Condominium and her interest in his non-registered investments. The respondent shall also roll over into the claimant's RRSP by way of inter-spousal rollover the sum of \$30,030.54 to equalize the parties RRSPs.

Costs

[243] The parties have leave to make submissions as to costs in writing. The claimant will deliver his submissions to the respondent and the court by August 30 2017. The respondent will reply by September 15th, 2017. Any response by the claimant will be delivered by September 22, 2017.

"Young J."

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE <https://www.bccourts.ca/jdb-txt/sc/17/12/2017BCSC1299.htm>

CASE PAGE <https://chat.esheria.ai/case-law/canada/e-h-h-v-c-l-m-2017>

Prepared on 28 October 2026 · Esheria