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CANADA / JUDGMENT

## Foster v. Boudreau

2019 BCSC 1952

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Supreme Court of British Columbia

DECIDED

15 November 2019

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2019 BCSC 1952 Foster v. Boudreau

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Foster v. Boudreau,

2019 BCSC 1952

Date: 20191115

Docket: E184893

Registry: Victoria

Between:

Patricia Louise Foster

Claimant

And

Robert Joseph Boudreau

Respondent

Before: The Honourable Madam Justice E. McDonald

Reasons for Judgment

Counsel for the Claimant:

K. Gill

Counsel for the Respondent:

M. Warsh

R. Peters

Place and Date of Trial/Hearing:

Victoria, B.C.

September 16-19, 2019

Place and Date of Judgment:

Victoria, B.C.

November 15, 2019

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## Overview

- [1] Ms. Foster and Mr. Boudreau lived in a common law relationship for approximately four years. Prior to and during their relationship, Ms. Foster worked as a realtor in Victoria and Mr. Boudreau worked as a teacher in Nanaimo.
- [2] The parties purchased a family home together in Victoria. When the parties separated, they discussed terms for their separation, including the value of their home and the cost of buying out Mr. Boudreau's share. Ms. Foster says the parties reached an oral agreement. Mr. Boudreau denies an agreement was ever reached.

## Issues

[3] The issues raised at trial were as follows:

- a) Is the claimant entitled to a declaration, pursuant to s. 92 of the Family Law Act, S.B.C. 2011, c. 25, that the parties entered into an oral agreement regarding the division of family property and family debts?
- b) If no oral agreement was entered into, how should family property and debt be divided?
- c) Is the respondent entitled to an order for spousal support under the Family Law Act?

## Background

- [4] The parties began cohabitating on December 19, 2010. They separated for a period of four months between May and September of 2014 and then reconciled. The parties separated for the last time as of September 5, 2015.
- [5] The claimant, Ms. Foster, is currently 55 years old. For the last 13 years, Ms. Foster has been a successful realtor in Victoria, B.C. She earns a steady annual income from real estate commissions.
- [6] The respondent, Mr. Boudreau, is currently 57 years old. He has been employed as a high school teacher in the Nanaimo School District for many years. He has extensive experience teaching at secondary and post-secondary levels. He is highly educated, holding numerous degrees, including, but not limited to, a B.Ed., LL.B., and M.B.A. He has also started, but not completed, a Ph.D. at the University of California, Berkeley.
- [7] Ms. Foster has three children from a previous relationship. When the relationship between the parties began, her children were between the ages of 11 to 15 years old. Ms. Foster's ex-husband resides in the UK.
- [8] During the school year, the children attended boarding schools in the UK. The children came to Victoria to reside with Ms. Foster and Mr. Boudreau during holidays. Ms. Foster had an agreement with her ex-husband to pay for certain expenses for the children.
- [9] By the time of the hearing, two of Ms. Foster's children were still attending university in the UK, and her third child had graduated. She continues to provide financial support for them. Ms. Foster is not seeking child support from Mr. Boudreau.
- [10] When their relationship first began, each party owned their own home. However, they decided to purchase a home together at 77 Cambridge Street, Victoria, B.C. (the "Home"). They purchased the Home as joint tenants on December 17, 2010, for \$1,100,000.00. For the balance of the purchase price, the parties took out a mortgage secured against the Home.

- [11] To purchase the Home, each party contributed \$10,000 towards a \$20,000 deposit. Ms. Foster also contributed \$228,139.10 towards the purchase, using funds from the sale of her former residence. The parties agree that the sum of \$228,139.10 is excluded property.
- [12] Approximately two months after the parties purchased the Home, Mr. Boudreau sold his home. He realized net proceeds from the sale of \$77,392.12. Mr. Boudreau deposited those proceeds into his RBC bank account. He used the funds to pay off a line of credit in his name, totaling \$39,978.90, and for various family expenses.
- [13] The parties had planned for Mr. Boudreau to find a teaching job in Victoria. However, when Mr. Boudreau was unable to secure a teaching job in Victoria, he remained at his teaching job in Nanaimo. When school was in session, he stayed at a rental apartment in Nanaimo during the work week. On Friday afternoons or school holidays, he would drive to Victoria to stay with Ms. Foster at their Home.
- [14] Since the parties separated on September 5, 2015, Ms. Foster has continued to reside in the Home, and Mr. Boudreau has stayed in rental accommodation in Nanaimo.

## Analysis

Did the parties enter into an oral agreement?

- [15] Section 92 of the Family Law Act provides that parties may make agreements regarding the division of property. Such agreements may be made orally or in writing. The fact that an agreement is unwritten does not bar its enforceability. The test for whether the parties have a binding agreement is an objective one -- that is, would a reasonable person find that the parties had reached an agreement: *M.F.W. v. M.A.H.*, 2019 BCSC 588 at para. 197.
- [16] To establish that there is a binding agreement, Ms. Foster must establish that she and Mr. Boudreau reached an agreement on essential terms and their agreement must be clearly set out: *Muller v. O'Flynn*, 2019 BCSC 1674 at para. 38.
- [17] There is also no requirement for an oral agreement to be comprehensive as parties may reach an oral agreement concerning only some of their property: *J.C. v. A.W.*, 2016 BCSC 1012.
- [18] Counsel for Ms. Foster submits that at the time of their first separation in 2014, Mr. Boudreau made an initial proposal to divide their property. That initial proposal is contained in emails exchanged by the parties over the period of May 20 to May 29, 2014.
- [19] On May 20, 2014, Mr. Boudreau proposed that Ms. Foster pay him \$84,000 for his share of the Home and the family debts. However, that initial proposal never proceeded as the parties reconciled and stayed together for another year.

- [20] Sometime in May 2015, Ms. Foster advised Mr. Boudreau that the relationship was no longer working out. She says that over the summer of 2015, they negotiated the terms of their separation and by September 5, 2015, they had reached an oral agreement.
- [21] Ms. Foster testified that during the negotiations, the amount Mr. Boudreau wanted for his share in the Home went up. Initially, he requested \$75,000 for his share in the Home. Later, he requested \$90,000 for his share.
- [22] According to Ms. Foster, they ultimately agreed to divide their property and debts as follows:
- a) she would purchase Mr. Boudreau's interest in the Home for \$105,000, plus \$500 for the washer and dryer;
  - b) the family debts would be divided so that she would be responsible for the \$100,000 income tax debt in her name and Mr. Boudreau would be responsible for the RBC line of credit and RBC Visa balances in his name;
  - c) neither party would pay spousal or child support; and
  - d) she would not claim against nor receive anything from Mr. Boudreau's teacher's pension.
- [23] Mr. Boudreau admits that in the summer of 2015, they discussed the cost of buying out his interest in the Home. However, he denies that a final oral agreement was reached. He says he advised Ms. Foster that he wanted to get independent legal advice before he reached an agreement.
- [24] According to Mr. Boudreau, at the time of their final separation on September 5, 2015, he was experiencing very poor health. He was taking numerous medications which affected his short-term memory, and he was under significant emotional stress as a result of the breakup. He says that Ms. Foster dictated the price she wanted to pay for his share of the Home, but he never agreed to anything.
- [25] He also testified that at the time of their final separation, there were still many items outstanding between them, such as family debts, spousal support, and his pension. He wanted to address all of these matters and get legal advice before they reached a final agreement.
- [26] In cross-examination, Mr. Boudreau denied that they had agreed on the value of his share in the Home or other separation terms back in 2014. He said that in the summer of 2015 before he moved out, he asked two realtors to provide him with a valuation for the Home. The realtors confirmed that the value had risen considerably since the date of their first separation.

- [27] Ms. Foster testified that after their final separation, Mr. Boudreau phoned her to say that he wanted to purchase a condominium in Nanaimo. He asked for his money from the Home, so he could proceed with the new property purchase. Mr. Boudreau admits that he may have told Ms. Foster about a property for sale in Nanaimo, but he denies telling her he wanted to buy it or asking her for money for that purpose.
- [28] In January of 2016, Ms. Foster paid Mr. Boudreau \$30,000. Ms. Foster says this was a partial payment towards their agreement to buy Mr. Boudreau's share in the Home. She also said that he kept asking for more money because the market was going up.
- [29] Mr. Boudreau denies that Ms. Foster paid him the \$30,000 as partial payment towards an agreement to buy him out of the Home. He testified that she was repaying her share of the family debt accumulated on his RBC Line of Credit and RBC Visa.
- [30] On April 15, 2016, Ms. Foster sent Mr. Boudreau an email, attaching two documents. One document was a Form A Transfer related to the Home. The Form A indicated the Home had a market value of \$1.135M. The April 15, 2016 email stated as follows:
- As discussed, attached are 2 documents. The first one is a formal agreement to release you from the title so I can remortgage and the second is a formal agreement regarding the discussed payments. I am mailing the ring back express post today so it should arrive tomorrow. In order to make the payment to you by April 19th I would need the paper back ASAP.
- [31] The Form A Transfer attached to the email states that the consideration for the transfer was \$45,500. Ms. Foster said the \$45,500 was based on an agreement for a total buyout of Mr. Boudreau's interest as reflected in his email. Since she had already paid him \$30,000 in January 2016, the balance owing was \$45,500.
- [32] Ms. Foster testified that she needed the Form A Transfer to refinance the Home in order to obtain funds to buy out Mr. Boudreau's share. Mr. Boudreau never signed the Form A Transfer.
- [33] On April 15, 2016, Ms. Foster also sent Mr. Boudreau a document entitled "Transfer & Release". That document referred to a settlement amount of \$90,000, of which \$45,000 was payable on or before April 19, 2016, \$25,000 was payable on or before August 1, 2016, and \$20,000 was payable on or before August 1, 2017, all without interest.
- [34] According to the Transfer & Release, Mr. Boudreau would release all rights over the Home and release Ms. Foster from all claims "arising out of or connected directly or indirectly with joint ownership" of the property. Mr. Boudreau never signed the Transfer & Release.
- [35] On April 20, 2016, Mr. Boudreau emailed Ms. Foster back stating, "I am having it looked over. Should have it to you by the end of the week." On April 22, 2016, Mr. Boudreau emailed Ms. Foster again, stating that he was "having a proper separation agreement drafted next week with the same conditions as we had agreed on".

- [36] Mr. Boudreau was thoroughly cross-examined on what he meant when he stated in the email, "with the same conditions as we had agreed on". On its face, this statement implies that Mr. Boudreau thought something had been agreed upon. However, he also clearly stated that he wanted to get legal advice and have a "proper" agreement prepared.
- [37] Ms. Foster knew that Mr. Boudreau intended to consult a lawyer. On April 23, 2016, she emailed him stating "Ok that works - I'd appreciate it if you could give me an approximate timeline after you speak to the lawyer on Monday." However, after Mr. Boudreau consulted with a lawyer, there were no further discussions with Ms. Foster.
- [38] I am unable to conclude that Ms. Foster and Mr. Boudreau reached an agreement on all essential terms and I am unable to find that an agreement was clearly set out. The evidence concerning what Ms. Foster says the parties agreed to was insufficient because it was not possible to identify the precise terms.
- [39] Ms. Foster testified that the buy-out figure kept changing and her evidence about the figures used in the transfer documents sent to Mr. Boudreau in 2016 was unclear. The evidence certainly fell well short of establishing the precise terms that the parties had agreed to.
- [40] Mr. Boudreau was adamant that while the parties had discussions about terms, such as allowing part payments over time, they never reached a final agreement. He was also adamant that he wanted to get legal advice before entering into an agreement.
- [41] Overall, I find Ms. Foster's evidence about reaching an agreement deficient. At some points in her evidence, she appears to have believed that the parties reached a binding agreement back in 2014 at the time of their initial separation. However, she also stated that despite believing they had a binding agreement, Mr. Boudreau kept asking her for more money. The fact that the figures kept changing is an obvious indication that no agreement had been reached. Simply put, her evidence is inconsistent with there having been an oral agreement.
- [42] I prefer Mr. Boudreau's evidence on this issue. Mr. Boudreau testified that while they had discussions, including on the value of the Home, no final agreement was reached. Mr. Boudreau stated that he did not want to finalize an agreement until he had information on the value of the Home and legal advice about the terms.
- [43] On April 22, 2016, Mr. Boudreau told Ms. Foster that "I am having a proper separation agreement drafted next week with the same conditions as we have agreed on." I accept Mr. Boudreau's explanation that when he made this statement, he was not admitting that the parties already had a binding agreement. He explained that he was agreeing to some minor matters, such as partial payments, but he was not prepared to agree to the major issues without first getting legal advice.
- [44] I also accept Mr. Boudreau's evidence regarding the payment of \$30,000 that he received in January of 2016. I find that following their separation, Mr. Boudreau was preoccupied and anxious about carrying the RBC Line of Credit and RBC Visa balances by himself.

- [45] I also find that it is unlikely and inconsistent with the evidence taken as a whole that around January 2016, Mr. Boudreau asked Ms. Foster for money to purchase a condominium in Nanaimo. Given Mr. Boudreau's evidence about his health and finances at the time, I find it is more likely that he requested money from Ms. Foster to reduce the RBC debts in his name.
- [46] Even if Mr. Boudreau did tell Ms. Foster that he wanted to buy a property, that statement does not establish that the parties had entered into the agreement alleged by Ms. Foster. I find that, on the evidence as a whole, Ms. Foster and Mr. Boudreau did not enter into an oral agreement regarding the division of family property.

#### Division of Property and Debt

#### The Home

- [47] Ms. Foster submits that in the event the Court finds that no oral agreement was entered into, the debts and net proceeds of the Home ought to be divided equally, as long as she is compensated for the expenses associated with the mortgage, property taxes, and maintenance on the Home. The parties agree that since separation, Ms. Foster has paid at least \$238,413.52 towards the mortgage and property taxes, \$8,271.50 towards property insurance, and \$13,649.25 towards repairs and maintenance.
- [48] Mr. Boudreau agrees that Ms. Foster is entitled to recover costs for mortgage payments, home insurance, repairs and maintenance for the Home. Mr. Boudreau also agrees that the net proceeds of the Home ought to be divided equally. However, he raises the following issues in respect of the division of property and debts:
- a) Throughout the relationship and during each ten-month school year, Mr. Boudreau has incurred rental costs for an apartment in Nanaimo, while Ms. Foster was able to reside full time in the Home.
  - b) Since separation, Mr. Boudreau has incurred rental costs of \$8,800[1], which he should be entitled to recover as occupation rent measured by the cost of alternative accommodation, for an apartment in Nanaimo, while Ms. Foster was able to reside in the Home.
  - c) The amounts recoverable by Ms. Foster for maintaining the Home ought to exclude amounts paid for utilities, carpets, garburator, washer and dryer.
- [49] In British Columbia, "ouster" from the matrimonial home is not a pre-condition to a claim for occupation rent measured by the cost of alternative accommodation, nor is ouster necessary for a party to claim occupation rent for the cost of maintaining the matrimonial home: *McFarlen v. McFarlen*, 2017 BCSC 1737 at paras. 20-21. In the present case, Mr. Boudreau was not ousted from the matrimonial home.
- [50] In *Piderman v. Piderman*, 2015 BCSC 475 at para. 53, Justice McEwan set out his view of the proper approach to occupation rent:

- [53] I think this is the proper way to approach occupation rent, that is, as a tool to achieve fairness. Were I to take a stricter approach, treating occupation rent as something akin to an entitlement, the outcome would, I think trigger other issues about fairness.
- [51] I have concluded that Ms. Foster is entitled to compensation for one-half of all amounts she paid for repair and maintenance of the Home[2], except for the \$4,686.72 claimed for utilities used after separation. In my view, this achieves fairness because Ms. Foster has gone into debt covering the costs of the Home and she alone carries the risk for that debt. On the other hand, Mr. Boudreau will benefit from the fact that Ms. Foster maintained the Home since separation, as he now enjoys the increased property value.
- [52] Regarding Mr. Boudreau's claim for occupation rent, I have concluded that it is fair and appropriate that he recover one-half of the rent he has been obligated to pay each summer since the separation.[3] Counsel for Ms. Foster argues that Mr. Boudreau's conduct, in failing to report on his financial statement a \$28,000 gift from his parents, an investment with "Kiva.org", and shares in a retirement savings account, disentitled him to discretionary relief. However, I accept his explanation for the errors in reporting those amounts, and I am prepared to exercise my discretion in his favour.
- [53] The parties agree that Ms. Foster collected rent totalling \$69,700 for a basement suite in the Home following the final separation up until September 2019, and that Mr. Boudreau is entitled to a credit for one-half of the rent collected.
- [54] On the issue of the valuation date for the Home, as I have concluded that since no oral agreement was entered into, the valuation date for the Home should normally be the trial date: *Jaszczewska v. Kostanski*, 2016 BCCA 286 at para. 39. As neither party is able to purchase the other party's interest in the Home, the value of the Home will be as determined by the marketplace.

## The Debts

- [55] Regarding family liabilities, the parties agree that at the end of their relationship, the family debts consisted of the mortgage of \$837,282.84, which mortgage balance includes the \$100,000 income tax liability incurred by Ms. Foster, plus the \$54,750[4] total balance on Mr. Boudreau's RBC Line of Credit and Visa accounts. To be clear, the parties agree that the \$100,000 tax debt is a family debt even though it is already included in the mortgage balance. Ms. Foster must be credited for the \$30,000 she paid to Mr. Boudreau and which he applied to the RBC debts in his name.
- [56] The family debt is divisible on an equal basis, in other words, each party shall be apportioned one-half of the debt, after adjustments are made to credit amounts for post-trial mortgage and property tax payments.

## The Pension

- [57] During the relationship, Mr. Boudreau contributed to the teacher's pension plan.
- [58] Mr. Boudreau submits that there ought to be a division of his pension based on the entitlement dates from the start to the end of the parties' relationship pursuant to Part 6 of the Family Law Act. The only issue between the parties relates to Ms. Foster's request to be paid out her interest in his pension from the sale proceeds of the Home. Mr. Boudreau opposes that request.
- [59] I have concluded that it would be unfair to require Mr. Boudreau to make a present payment to Ms. Foster for her one-half interest in the pension, especially when the funds for that payment would come from his share of the equity in the Home: *Strahl v. Strahl*, 1985 CanLII 356 (B.C.C.A.) at para. 9, citing *Hauptman v. Hauptman*, 1981 CanLII 594 (B.C.S.C) at 526.
- [60] There shall be a division of Mr. Boudreau's pension based on the entitlement dates from the start to the end of the parties' relationship[5] pursuant to Part 6 of the Family Law Act., and the benefit split shall be administered by the plan.

#### Spousal Support

- [61] I must determine whether Mr. Boudreau is entitled to receive spousal support from Ms. Foster pursuant to the Family Law Act.
- [62] The criteria for determining entitlement to spousal support is provided by s. 162 of the Family Law Act:
162. The amount and duration of spousal support, if any, must be determined on consideration of the conditions, means, needs and other circumstances of each spouse, including the following:
- (a) the length of time the spouses lived together;
  - (b) the functions performed by each spouse during the period they lived together;
  - (c) an agreement between the spouses, or an order, relating to the support of either spouse.
- [63] In *M.E.K. v. M.K.K.*, 2014 BCSC 2037, Justice Harris considered a request for spousal support pursuant to the Divorce Act, R.S.C. 1985, c. 3 (2nd Supp.) based on a material change in circumstance. In that case, in the two years following an order made after trial, the wife's mental health deteriorated significantly to the point that she was unable to work. At the time of trial, she was living on disability payments, but prior to the trial, she had experienced a period of homelessness. After finding a material change in circumstance, Justice Harris determined (at para. 48) that the wife was entitled to spousal support as the relative circumstances of the parties was now "remarkably dissimilar".
- [64] Justice Harris also noted (at para. 38) that the overlapping nature of compensatory and non-compensatory grounds for spousal support meant that she was required to strike a balance between the grounds to achieve a just result.

- [65] According to the evidence tendered by the parties, following separation each party continued working at their respective jobs. Mr. Boudreau earned less than Ms. Foster, before, during, and after the relationship, but his income has remained stable. I have concluded that Mr. Boudreau is not entitled to spousal support on a compensatory basis because during their approximate four-year relationship, I find no evidence the he suffered loss of income or financial disadvantage due to the parties' relationship or its end.
- [66] In light of the evidence of Mr. Boudreau's health problems, which have worsened since separation, I must also consider whether he is entitled to spousal support on a non-compensatory basis. The factual basis for such a claim is that Mr. Boudreau's health has now deteriorated to the point that he has had to reduce his work hours by one-third, and a further reduction may be necessary in the future.
- [67] Mr. Boudreau suffered a significant head injury in 1991 which left him with a seizure disorder. He testified that his symptoms have worsened as a result of the stress from the relationship breakdown. He is on numerous medications to treat epilepsy, seizures, depression, and angina.
- [68] Mr. Boudreau testified that Ms. Foster knew about his past injury and his health problems throughout their relationship. Ms. Foster agreed that she was aware of Mr. Boudreau's injury, but she said he appeared to have few symptoms during their relationship. I find her evidence credible.
- [69] Mr. Boudreau testified that since separation, he has suffered seizures while working. Understandably, this is a very distressing situation and school officials have taken him to the hospital out of concern over his health. Mr. Boudreau is having increased difficulty with word-finding and he is experiencing short-term memory loss. He finds these symptoms stressful and depressing. He is afraid that his deteriorating health will jeopardize his ability to continue teaching. I find Mr. Boudreau's evidence regarding his health problems and prognosis to be credible.
- [70] Mr. Boudreau's physician has recommended that he reduce his teaching workload to half-time status, but Mr. Boudreau appears reluctant to do so. Mr. Boudreau clearly enjoys teaching, and he takes great pride in his work.
- [71] Up to the date of trial, Mr. Boudreau's income loss had been fully covered by his short-term disability benefits. At the time of trial, his application for long-term disability benefits had not yet been determined. He was candid about the fact that he had not experienced any income loss to date due to his receipt of disability benefits.
- [72] I turn now to considering the relevant objectives in determining Mr. Boudreau's entitlement to spousal support under the Family Law Act.

- [73] The relationship between the parties was approximately four years in length. After the relationship began, the parties remained fairly independent. Mr. Boudreau never quit his job in Nanaimo to relocate to Victoria once the relationship began. I do not find that the relationship or its breakdown caused Mr. Boudreau to suffer any economic disadvantages.
- [74] Following the breakdown of the relationship, I have also concluded that each party's standard of living has been roughly equivalent. While it is true that Ms. Foster continues to enjoy a higher income than Mr. Boudreau, she has also acquired significant post-separation tax debt. She attributes this new debt to the strain of covering the entirety of the Home expenses.
- [75] Mr. Boudreau's post-separation standard of living has remained roughly equivalent to Ms. Foster's and equivalent to the one he enjoyed during the relationship. His income has remained stable due to receiving disability benefits.
- [76] The relatively short duration of the relationship, the stable standard of living, and the lack of economic hardship faced by Mr. Boudreau after separation, all lead me to conclude that ordering spousal support is not appropriate.

## Conclusion

- [77] The parties have requested that if I do not find a binding oral agreement that I order the sale of the Home. Therefore, I order the Home to be listed for sale forthwith. The parties shall have joint conduct of sale. Once the Home is sold, the net sale proceeds shall be divided as stated in these reasons for judgment.
- [78] The respondent's claim for spousal support is dismissed.
- [79] The claimant is entitled to an interest in the respondent's pension as stated in these reasons for judgment.

## Costs

- [80] The general rule is that costs follow the event, and the successful party is entitled to costs: Supreme Court Family Rules, R. 16-1(7). Success should be interpreted to mean "substantial success": *S.S.T. v. L.M.G.*, 2019 BCSC 686 at para. 7, citing *Fotheringham v. Fotheringham*, 2001 BCSC 1321 at para. 45, leave to appeal ref'd 2002 BCCA 454.
- [81] At trial, the main focus was on the question of whether the parties had entered into a binding oral agreement at the time of final separation. Mr. Boudreau was the successful party on that issue. On the issue of spousal support, Ms. Foster was the successful party.
- [82] Given the importance placed by the parties on the issue of whether they had entered into a binding oral agreement, and in generally assessing all of the matters in dispute, I have concluded that Mr. Boudreau has achieved substantial success. Mr. Boudreau is entitled to costs.

"E. McDonald J."

- [1] Mr. Boudreau claims a monthly rental expense of \$1,100 although his financial statement lists his monthly rental expense at \$910. Mr. Boudreau claims \$1,100 in rental expenses for July and August for each year following the separation, i.e. for 2016 to 2019.
  - [2] Ms. Foster paid \$238,413.52 for mortgage and property taxes; \$8,271.50 for property insurance; and \$13,649.25 for repairs and maintenance.
  - [3] Mr. Boudreau claims a total amount of occupation rent of \$8,800 for eight summer months at \$1,100 per month.
  - [4] As of September 21, 2015 the balances of the Mr. Boudreau's RBC Visa and RBC Line of Credit accounts were \$14,569.11 and \$40,181.04, respectively.
  - [5] As agreed by the parties, the start date of the relationship was December 19, 2010 and the end date was September 5, 2015.
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