

CANADA / JUDGMENT

Ganjian v. Roberts

2025 BCSC 2406

COURT

Supreme Court of British Columbia

DECIDED

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2025 BCSC 2406 Ganjian v. Roberts

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Ganjian v. Roberts,

2025 BCSC 2406

Date: 20251208

Docket: E232770

Registry: Vancouver

Between:

Sohrab Ganjian

Claimant

And

Alice Roberts

Respondent

Before: The Honourable Mr. Justice Ball

Reasons for Judgment

The Claimant, appearing in person:

Sohrab Ganjian

The Respondent, appearing in person:

Alice Roberts

Place and Dates of Trial:

Vancouver, B.C.

October 14-17 and October 20-24, 2025

Place and Date of Judgment:

Vancouver, B.C.

December 8, 2025

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Introduction

[1] The principal issue in this case, brought under the provisions of the Family Law Act, S.B.C. 2011, c. 25 [FLA], is whether the parties lived in a marriage-like relationship for a continuous period of at least two years, so as to qualify as spouses under the FLA.

[2] Section 3(1) of the FLA provides:

Spouses and relationships between spouses

3(1) A person is a spouse for the purposes of this Act if the person

(a) is married to another person, or

- (b) has lived with another person in a marriage-like relationship, and
 - (i) has done so for a continuous period of at least two years, or
 - (ii) except in Parts 5 [Property Division] and 6 [Pension Division] has a child with the other person.
- [3] The parties met as students at Simon Fraser University. They started a relationship in June 2019, while both in their early twenties, and later began cohabitating in August 2020. In August 2022, the claimant moved to Ottawa to begin a Masters program. The parties did not marry or have a child.
- [4] As will be discussed below, the parties disagree about when their cohabitation, and subsequently their relationship, ended. The claimant argues that the relationship lasted until April 2023 and seeks orders for spousal support and unequal division of family property. The respondent argues that the relationship ended in July 2022 before the claimant's move to Ottawa and short of the two-year threshold, and counterclaims for unequal division of family property in her favour.

Background

Lynn Valley Condominium

- [5] The parties agree that they began to live in a condominium in the Lynn Valley area of North Vancouver (the "Lynn Valley Condominium") on the 19th or 20th of August 2020. The parties asserted they have a dispute concerning when the tenancy actually began. Exhibit 1 in this trial is a Residential Tenancy Agreement for the Lynn Valley Condominium which was signed by the Landlord, the father of the claimant, and the parties on August 17, 2020. I also note that Exhibit 77 shows that the parties signed the same document with two different dates.
- [6] The single day raised in that dispute makes no material difference in this case. I will refer to the date that the Lynn Valley tenancy began as the "Lynn Valley commencement date". Prior to that date the respondent resided in her grandmother's home.
- [7] The Lynn Valley commencement date was the first date that the parties resided together. The parties had little furniture and they disagreed over what furnishings were required for the Lynn Valley Condominium. The claimant did not wish to spend more money on furniture and the respondent by e-transfer advanced to the claimant \$1,000 on July 21, 2020, and two \$1,000 payments on July 24, 2020, for a total of \$3,000 from her own funds. These funds were used to purchase furniture for the living room, dining room, kitchen, bedroom as well as bath towels (Exhibit 103). No evidence was called concerning any contributions of the claimant to furnishing the Lynn Valley Condominium.

- [8] The respondent paid the claimant's father \$1,000 per month being one-half of the monthly rent and utilities. When the parties moved into the Lynn Valley Condominium, the respondent, with help from her friends, assembled the majority of the purchased furniture, without assistance from the claimant.
- [9] The parties also agreed that their tenancy at the Lynn Valley Condominium was terminated effective July 1, 2022. The maximum duration of the Lynn Valley Condominium tenancy was therefore 1 year, 10 months and 12 days, but the duration of co-habitation was not continuous as detailed below.

The Bahamas Trips

- [10] The respondent testified that, in October 2020, her younger brother, Paul, then 17 years old, and living in the Bahamas with their mother, called the respondent to advise that their mother had been seriously injured in a motor vehicle accident. At that point, their mother had also been living with late-stage cancer for at least eight years without relief. The respondent made arrangements to travel to the Bahamas to visit her mother and assist Paul with her care. She sought the assistance of her older brother as well, who travelled to the Bahamas from Wisconsin, where he was completing a PhD.
- [11] Before she left, Ms. Roberts also requested that the claimant come to the Bahamas to provide assistance to her given her mother's condition. The claimant declined to attend the Bahamas with the respondent, noting he had concerns about missing school and potentially final exams. The respondent testified that she felt the claimant was not supporting her in a time of need.
- [12] The respondent flew to the Bahamas on November 21, 2020, where she remained until January 8, 2021 (49 days). Immediately upon her arrival in the Bahamas, Ms. Roberts was required to isolate for a period and to take COVID-19 rapid tests prior to being allowed to see her mother. I note that, by the time the respondent left for the Bahamas on November 21, 2020, she had resided with the claimant for a little over three months.
- [13] Unfortunately, Ms. Roberts' mother passed away on December 16, 2020. She returned to Canada on January 8, 2021, and was required to immediately quarantine consistent with COVID-19 quarantine regulations. She was alone in the Lynn Valley Condominium during the quarantine period as the claimant did not wish to quarantine with her. After her quarantine period in the Lynn Valley Condominium ended, the respondent then spent a number of days with her grandmother as she shared information about the death of her mother and to comfort her grandmother.
- [14] On January 31, 2021, the respondent then returned to the Bahamas for a second time to support her brother Paul, and to assist with funeral arrangements and the administration of her mother's estate. Again, the respondent asked the claimant to attend the Bahamas to assist her with funeral and estate arrangements. Again, he refused and remained in Canada.

- [15] The respondent returned to Canada on February 13, 2021 (14 days), along with her mother's dog Freddie and \$55,000 from her mother's safety deposit box. These funds were extracted before the death of her mother and on her specific instructions, as confirmed in testimony of the respondent and Paul, that those funds were to be used exclusively to pay for Paul's university education. The respondent was again required to quarantine upon her return, which she once more did alone in the Lynn Valley Condominium, until February 27, 2021.
- [16] In summary, as a result of the two Bahamas trips and the quarantine periods following each during which the parties remained separated, the total break in cohabitation was 98 days between November 21, 2020 and February 27, 2021. This is a clear break in the continuous period of at least two years required by s. 3(1)(b) of the FLA cited above.
- [17] Virtually no evidence was called about the circumstances of communication or contact between the claimant and the respondent while the respondent was in the Bahamas.
- [18] The parties resumed their cohabitation in the Lynn Valley Condominium as of February 27, 2021, after the respondent's second quarantine period ended. This lasted until July 1, 2022, when the parties moved out of the Lynn Valley Condominium. Notably, they did not enter a new lease together; rather, the respondent moved into an apartment in downtown Vancouver with one of her friends, as will be detailed below. The total period of cohabitation between February 27, 2021 and July 1, 2022 was sixteen months and one day.
- [19] The facts of this case are that, regardless of the additional breaks in the period of cohabitation necessitated by travel to the Bahamas by the respondent to support her mother and brother there, the longest continuous period of cohabitation between the parties was 1 year, 10 months and 12 days. The requirements of s. 3(1)(b) of the FLA for a continuous period of at least two years living together, whether marriage-like or not, have not been met in evidence presented by the claimant, or any other evidence in this case.

The Alberni Street Apartment

- [20] On May 25, 2022, Ms. Roberts and her friend, Maryam Labani, signed a Residential Tenancy Agreement (Exhibit 92) with a new unrelated landlord for an apartment on Alberni Street in Vancouver (the "Alberni Street Apartment"). The possession date for Ms. Roberts and Ms. Labani was July 1, 2022. The new tenancy agreement did not include the claimant as a party.
- [21] Both Ms. Roberts and Ms. Labani testified that they personally viewed several apartments that they were interested in living in together as joint tenants. They also testified that the claimant was not involved in any of the viewings. The two women also testified that the claimant had no role whatsoever in the choice of the Alberni Street Apartment and did not attend the signing of the tenancy agreement.
- [22] Ms. Labani testified that she moved some of her belongings into the Alberni Street Apartment on July 1, 2022, but did not reside in the residence immediately due to other commitments and travel.

- [23] The respondent confirmed by email on May 25, 2022 sent to the landlord of the Lynn Valley Condominium, the father of the claimant, that: (1) she was moving out of the Lynn Valley Condominium effective July 1, 2022; and (2) that she was not sure where Mr. Ganjian would live after she moved out of the Lynn Valley Condominium or whether he was going to continue living in the Lynn Valley Condominium without her. The inference that I draw from that statement is that the respondent did not expect to be residing with the claimant after she moved out of the Lynn Valley Condominium, particularly as she knew he was about to move to Ottawa for at least several years.
- [24] Indeed, the claimant did not remain at the Lynn Valley Condominium after July 1, 2022, as his father re-rented the unit to new tenants. At trial, the claimant did not lead any conclusive evidence about where he lived from July 1, 2022 until August 20, 2022, when he ultimately moved to Ottawa. While he repeatedly suggested that he also resided at the Alberni Street Apartment with the respondent, he did not provide any credible evidence of the time allegedly spent there, and this evidence was refuted by both the respondent and Ms. Labani.
- [25] The claimant did not put forward any clear evidence that the parties would be meeting again after the claimant finished his university program in Ottawa. Further, the claimant did not question the respondent about this issue during her cross-examination. He also asserted that after his move to Ottawa, the parties continued to meet for significant holidays, birthdays, and vacations. The difficulty this evidence presents is that the cohabitation of the parties was not "continuous" after the parties left the Lynn Valley Condominium.

Positions of the Parties

- [26] Mr. Ganjian asserts that he and Ms. Roberts lived in a close and affectionate marriage-like relationship for over two years. Mr. Ganjian argues that they lived together for an extended period, were intimate, expressed fondness for one another, took care of and relied on each other, and presented themselves as a couple to their family and friends.
- [27] Notably, Mr. Ganjian testified that he originally claimed entitlement to spousal support on the basis that he and Ms. Roberts had filed income tax returns as common law partners for one year, or later two years, under the Income Tax Act, R.S.C. 1985, c. 1, and that he believed this made the couple subject to the FLA. This submission is without legal substance and makes the explanation by the claimant of his reasons for commencing this action baseless. By the time of trial, he had shifted to the position that he was essentially financially dependent on the respondent throughout their relationship, and that this therefore entitled him to the relief sought.
- [28] Ms. Roberts testified clearly that, prior to moving into the Lynn Valley Condominium, she was feeling pressure from her aunt to pay rent for the premises that Ms. Roberts was living in with her grandmother. Ms. Roberts was concerned that her grandmother might contract COVID-19 from Ms. Roberts because it was spreading quickly through the university and the city. When Mr. Ganjian suggested that she move into the new apartment his father had

acquired, she initially declined the offer. After further unpleasant conversations with her aunt, Ms. Roberts reconsidered the opportunity as a means to prevent the spread of COVID-19 to her grandmother and agreed to move in with Mr. Ganjian. Ms. Roberts had not known Mr. Ganjian for long and they had not developed a close relationship at that time.

- [29] Ms. Roberts testified that she was quite excited about moving into the Lynn Valley Condominium. As discussed above, the parties had some initial disagreement about furnishing the Lynn Valley Condominium, and Ms. Roberts was also frustrated that Mr. Ganjian did not know how to cook, clean or wash laundry. She found this time very frustrating, and the parties had continuing arguments. The issues around housekeeping were not resolved. Mr. Ganjian did not challenge nor cross-examine the testimony of the respondent about these issues. As noted above, Ms. Roberts also testified about the difficult time for both her and the parties' relationship surrounding her mother's death.
- [30] In opposing the relief sought by the claimant, the respondent denied that the parties qualified as spouses under the FLA, having cohabitated continuously for less than the requisite two years. She further argues that their relationship was not marriage-like because they did not have a shared commitment to each other. She believed that Mr. Ganjian wanted a close relationship but he resisted accepting her as she was and instead, was determined to devote himself to studies in Ontario, while she remained in British Columbia. She testified that they had not discussed nor considered any long-term life plan, including for after the claimant's return from Ottawa. Further, while there appears to have been some discussions of marriage in the latter stages of the relationship, the evidence was clear that the last communication between the parties on this topic was that neither was prepared to take that step.

Analysis

- [31] The central issue in this case is whether the parties were spouses under the FLA. In these circumstances, this means that the claimant must prove: (1) that the parties cohabitated together for a continuous period of at least two years; and (2) that their relationship during this time was marriage-like. Each will be addressed in turn.

Did the parties cohabitately continuously for two years?

- [32] In the case of *Smith v. Cartwright*, 2018 BCSC 2074, Justice Baird stated at para. 27, "[t]o qualify as a 'spouse' for the purposes of [the FLA], a 'marriage-like' commitment must be combined with sufficient evidence of two years of continuous cohabitation. The FLA has no application to more transitory connections."
- [33] At para. 79 of *Parke v. Veale*, 2015 BCSC 2554, Justice Griffin, as she then was, elaborated on this requirement further:

There is a reason for the two-year threshold. Presumably the legislature considered and understood the unpredictability in the evolution of new relationships in setting a two-year minimum before legal matrimonial obligations would be imposed on common-law couples.

- [34] The parties agree that the period of cohabitation in the Lynn Valley Condominium was for less than two years. As described above, the parties' tenancy at the Lynn Valley Condominium commenced on either August 19 or 20, 2020, and lasted until July 1, 2022, when the respondent moved into the Alberni Street Apartment. The parties also lived apart for a period of 98 consecutive days, from November 21, 2020 to February 27, 2021, while the respondent was in the Bahamas or quarantining alone in the Lynn Valley Condominium. Therefore, there was a clear break in the required continuous period of two years. Even if this 98-day break in cohabitation is ignored, the maximum duration of cohabitation at the Lynn Valley Condominium was 1 year, 10 months, and 12 days. In either case, the parties did not reside together for more than two years. This is conceded by the claimant who in his written submissions described the tenancy as lasting "nearly two years".
- [35] Thus, it was incumbent on the claimant to lead evidence at trial that the parties continued to cohabitate together after moving out of the Lynn Valley Condominium, in order to meet the two-year threshold. In my view, he failed to do so. The claimant led no conclusive evidence as to where he lived between July 1, 2022 and August 20, 2022, and while he may have spent the odd night at the Alberni Street Apartment before leaving for Ottawa, there is no factual basis on which I can conclude that he continuously lived there with the respondent after leaving the Lynn Valley Condominium. Again, both the respondent and Ms. Labani testified that the claimant did not live in the Alberni Street Apartment during that time, while also pointing to documentary evidence such as their tenancy agreement, which precluded anyone other than them from occupying the unit.
- [36] Further, while there was some evidence that the parties occasionally visited each other for holidays and birthdays in the months following the claimant's move, as addressed above, this cannot be said to constitute continuous cohabitation.
- [37] Based on the foregoing case law and the agreement of the parties that their residence at the Lynn Valley Condominium was less than two years, I am satisfied that the parties did not reach the duration of two years set out in the FLA. Therefore, the claim by the claimant for spousal support and division of family property is dismissed.

Was the relationship marriage-like?

- [38] While the above conclusion is sufficient to dispose of the claimant's claims, I nonetheless consider whether the parties' relationship was marriage-like in case I am incorrect about the duration of their cohabitation.
- [39] The determination of whether two people are spouses is a holistic assessment of the relationship: *Coad v. Lariviere*, 2022 BCCA 222 at para. 127. The subjective belief of one of the parties is not determinative: *Kneller v. Greenwood*, 2015 BCSC 1410 at para. 98.

[40] While a court should not adopt a checklist approach, there are a number of indicia, as set out in Kneller at para. 99, that may help determine whether parties are in a marriage-like relationship:

1. Shelter:

- (a) Did the parties live under the same roof?
- (b) What were the sleeping arrangements?
- (c) Did anyone else occupy or share the available accommodation?

2. Sexual and Personal Behaviour:

- (a) Did the parties have sexual relations? If not, why not?
- (b) Did they maintain an attitude of fidelity to each other?
- (c) What were their feelings towards each other?
- (d) Did they communicate on a personal level?
- (e) Did they eat their meals together?
- (f) What, if anything, did they do to assist each other with problems or during illness?
- (g) Did they buy gifts for each other on special occasions?

3. Services:

What was the conduct and habit of the parties in relation to:

- a. preparation of meals;
- b. washing and mending clothes;
- c. shopping;
- d. household maintenance, and
- e. any other domestic services.

4. Social:

- a. Did they participate together or separately in neighbourhood and community activities?
- b. What was the relationship and conduct of each of them toward members of their respective families and how did such families behave towards the parties?

5. Societal:

What was the attitude and conduct of the community toward each of them and as a couple?

6. Support (economic):

- a. What were the financial arrangements between the parties regarding the provision of or contribution toward the necessities of life (food, clothing, shelter, recreation, etc.)?
- b. What were the arrangements concerning the acquisition and ownership of property?
- c. Was there any special financial arrangement between them which both agreed would be determinant of their overall relationship?

[41] The decision of Justice Basran in *J.M. v. S.T.*, 2022 BCSC 1210, considered the issue of entitlement to spousal support at length. Although *J.M.* is distinguishable on its facts because the parties in that case had a child, the discussion of the applicable law is very helpful in deciding this case:

[92] However, this type of checklist is not determinative. In the context of the Estate Administration Act, R.S.B.C. 1996, c. 122 and the Wills, Estates and Succession Act, S.B.C. 2009, c. 13, the Court of Appeal recently confirmed that there is no specific definition of whether a marriage-like relationship exists and these relationships are no longer defined by financial dependence, sexual relationships, or the mingling of property and finances: *Coad v. Lariviere*, 2022 BCCA 222 at para. 127 and *Jones v. Davidson* 2022 BCCA 31 at para 21.

[93] In the context of the FLA, in determining whether a relationship is marriage-like, the parties' intentions may be important but the court must consider if the objective evidence is consistent with those intentions: *Weber v. Leclerc*, 2015 BCCA 492 at para. 23.

[94] Objective evidence of the parties' lifestyle and interactions will also provide direct evidence on whether the relationship was marriage-like: *Weber* at para. 24.

[95] The characterization of a relationship as marriage-like is contextual. It involves the subjective intentions tested against the objective evidence. This objective evidence includes a wide assortment of characteristics and indicia but there is no definitive checklist that determines the characterization of the relationship: *Jones* at para. 24.

[42] I conclude that Mr. Ganjian exaggerated the nature and extent of the parties' relationship. For instance, when the mother of Ms. Roberts was very ill living in the Bahamas, Ms. Roberts travelled to the Bahamas to support her mother. Ms. Roberts requested that come to the Bahamas to support her there. He refused.

[43] Mr. Ganjian stated that he was supporting Ms. Roberts, though she testified that she felt no support from that refusal. Mr. Ganjian did not provide any factual basis for the "support" he provided Ms. Roberts; he simply asserted so in a bald statement.

- [44] After Ms. Roberts' mother passed away, she again requested that Mr. Ganjian come to the Bahamas. He refused. Ms. Roberts described herself as being mentally sad and low during this time. She had to return to Canada to comply with regulations for her employment. Mr. Ganjian told her that she was bringing down the mood in their small apartment. Several arguments ensued. Ms. Roberts asked Mr. Ganjian to assist her with various chores upon her return, including by walking the dog, Freddie, which Mr. Ganjian declined to do.
- [45] While I appreciate that factors listed in various cases are not in and of themselves determinative of a marriage-like relationship, some of those factors in this case are worthy of note, such as:
- (a) the parties have never been engaged or married, and explicitly decided that they were not ready for marriage;
 - (b) there were no children;
 - (c) there were no long-term plans;
 - (d) there was no economic interdependence;
 - (e) there was no mutual intention to live as spouses;
 - (f) there were no personal or professional sacrifices for each other; and
 - (g) the claimant was not involved in preparing meals, housekeeping or laundry.
- [46] In my view, the parties were not in a marriage-like relationship and therefore were not spouses pursuant to s. 3(1) of the FLA. As a result, Mr. Ganjian is therefore not entitled to spousal support nor a division of family property.

Issue on credibility

- [47] I did not consider the claimant to be a credible nor reliable witness. An example of this concerned an alleged contribution by the claimant to the respondent's July 2022 rent, as described below.
- [48] An e-transfer of \$1,000 from the claimant was received by respondent on June 12, 2022. There was no identifying information related to the reason for the e-transfer. Mr. Ganjian testified in chief on October 14, 2025, that:

When we moved in together on July 1, 2022, as I mentioned, we were continuing our relationship, and before my move to Ottawa, that is when she decided to move into a new place on Alberni Street. I did pay Ms. Roberts \$1,000 on e-transfer, that I would like to share with you, \$1,000 that was used as my part of the rent for the month of July, to Ms. Roberts. I would like to share that as the next exhibit.

- [49] The claimant, when it was noted that the e-transfer did not refer to any details of the delivery of the \$1,000, such as the purpose for which it was paid, testified that it was used for a portion of the July rent for the Alberni Street Apartment, without any factual support.
- [50] The claimant then repeated that he had been asked by the respondent to pay rent for the month of July for the Alberni Street Apartment. The respondent objected at the time this evidence was given, noting that there was no information about the reason for the e-transfer in the supporting document (Exhibit 9).
- [51] Two facts proven in other evidence established that: (1) the rent payable for the month of July 2022 to the landlords of the Alberni Street Apartment was actually paid by the respondent and Ms. Labani on May 26, 2022; and (2) the respondent demonstrated that the tenancy agreement for the Alberni Street Apartment, dated May 26, 2022, did not include the claimant.
- [52] It is also worthy of note that the claimant did not question the respondent while she was testifying about his suggestion that the respondent had requested a contribution by the claimant to the monthly rent for the Alberni Street Apartment.
- [53] This advance of \$1,000 was made by the claimant after a trip by the claimant, the respondent and Paul to the Bahamas between May 14 and 23, 2022.
- [54] Mr. Ganjian repeatedly spoke of adverse comparisons between the Bahamas and Mexico stating that he was not enjoying himself in the Bahamas as much as he would in Mexico. He described how Mexico had all-inclusive resorts and restaurants while resorts and restaurants in the Bahamas were very expensive. These statements by the claimant upset Ms. Roberts and Paul. A tour of the Pirate Museum in the Bahamas was also found insultingly small by the claimant.
- [55] In the resort the parties were staying at, the claimant expressed upset that men were charged an entry fee and women were not charged an entry fee at the night club. The claimant made these complaints notwithstanding he was not paying the entry fee.
- [56] After the unhappy time in the night club, an argument ensued between Ms. Roberts and Mr. Ganjian and they parted company for the evening. Ms. Roberts and her friend, Monice Nazon, who lived in the Bahamas and joined the group for parts of their trip, went to the hotel pool area for a conversation. Ms. Roberts testified that she had decided not to continue the relationship with Mr. Ganjian and would later repeat that sentiment in text messages with Ms. Nazon (Exhibit 89).
- [57] Details of the arrangements to rent the Alberni Street Apartment were discussed between Ms. Roberts and Ms. Nazon, and there was no mention of any involvement whatsoever of the claimant in that discussion (Exhibit 90).

- [58] Ms. Nazon was called as a witness by the respondent. She gave evidence that she had known Ms. Roberts since 2010 and testified about the May 2022 vacation. The three visitors stayed as guests in the home occupied by Ms. Nazon in Nassau. During that stay, the claimant and Paul shared a bedroom and Ms. Roberts shared another bedroom with Ms. Nazon. Ms. Nazon testified that she paid for a scuba diving experience for Mr. Ganjian in the amount of \$212.30 U.S.D. (Exhibit 94), and restaurant and hotel meals for the three guests including Mr. Ganjian in excess of \$1,000. Ms. Roberts also paid the entire airfare for Mr. Ganjian in the amount of \$1,009.
- [59] The evidence of Mr. Ganjian to the effect that the respondent asked him to advance \$1,000 for rent of the Alberni Street Apartment makes no sense in the circumstances outlined above. The rent for July had already been paid by the incoming tenants without any contribution by Mr. Ganjian, but he had had a free trip to the Bahamas for which he did not say thank you but only registered a series of puerile complaints. Mr. Ganjian is not a credible nor reliable witness, and I find the evidence of the respondent is not believable in regards to his explanation for the e-transfer of \$1,000 as a contribution to the respondent's rent.

Effect of unemployment

- [60] The claimant is seeking orders for spousal support against the respondent. As I have found above that the parties were not spouses under the FLA, these claims must fail. However, notwithstanding those findings, I would still decline to award spousal support in the circumstances of this case as the claimant has failed to establish an entitlement to such support.
- [61] Evidence was led that, at least in the latter stages of the relationship, there was a sizeable income disparity between the parties: the claimant had an income of roughly \$27,000, while the respondent at one point was making roughly \$150,000 annually at an investment management firm. However, the employment of the respondent was terminated on June 19, 2025. At no time during the trial was there any evidence that the respondent had obtained employment since June 19, 2025. On the other hand, after finishing his university program, the claimant obtained full-time employment with the Government of Canada, which he still held at the time of trial. He reported making an income of roughly \$100,000 annually.
- [62] Section 162 of the FLA requires that "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".
- [63] In my view, unemployment would be captured in the consideration of the "means" and "circumstances" of the parties.
- [64] Section 161 of the FLA provides that the parties to an agreement or the court must consider the two following objectives, among others:

- (c) to relieve any economic hardship of the spouses arising from the breakdown of the relationship between the spouses;
 - (d) as far as practicable, to promote the economic self-sufficiency of each spouse within a reasonable period of time.
- [65] With respect to the foregoing principles, it is arguable that ordering a spouse to pay support while unemployed is contrary to the objectives of relieving economic hardship from the breakdown of the relationship and promoting economic self-sufficiency, in the context that the claimant is now earning employment income around \$100,000 per annum and the respondent is unemployed and without income. Not only would an order that the respondent pay spousal support be contrary to these objectives but would likely have the opposite effect, causing hardship and delaying self-sufficiency.
- [66] I appreciate that the claimant may not understand the difference between compensatory and non-compensatory spousal support as described in *I.A.M.M. v. H.F.S.S.*, 2025 BCSC 1330, where Basran J. explained:
- [102] A typical case where compensatory support is awarded is one where, after the birth of a child, one spouse gives up their remunerated work to provide their labour to the child and the family in the home, while the other spouse stays in the workforce and increases their earnings potential: *Moge* at 867-868.
- [103] The purpose of non-compensatory support is to "narrow the gap between the needs and means of the spouses upon marital breakdown": *Chutter* at para. 54. The concept of "need" has been interpreted liberally and must be considered with reference to the standard of living during the relationship and the payor spouse's post-separation standard of living: *Chutter* at paras. 57-61.
- [67] Non-compensatory support is the type of support which might fit this case, as it is neither a compensatory nor a contractual claim for support. However, non-compensatory support would not be required in this case as the gap between the needs and circumstances of the parties is now tilted in Mr. Ganjian's favour, with particular regard to his post-separation standard of living compared to the respondent's. Basran J. also noted that where a payor becomes unemployed following the issuance of a spousal support order, a spousal support order may be suspended. In the case before this Court, no spousal support order has been made as at the date of trial. Given the unemployment of the respondent, I would decline to make any order for spousal support, even if it were appropriate to do so.

Costs

- [68] The principal issue in this case was whether the claimant was entitled to spousal support. The claimant was not successful. Therefore, costs and disbursements of this proceeding are payable forthwith by the claimant to the respondent after assessment by the Registrar on Schedule B and shall include disbursements including for attendances for examinations for discovery, chambers motions and nine trial days.

The Cadillac

- [69] The only asset of the parties relevant to this case is a 2021 Cadillac CT4 (the "Cadillac") which was purchased during the relationship. The respondent reports the value of the Cadillac to be roughly \$35,000 at current.
- [70] The parties did not own a vehicle prior to the Cadillac. They had occasionally used a Chevrolet Cruze (the "Chevrolet") which belonged to the mother of the claimant, though it eventually broke down while the family was touring the west coast of Vancouver Island. Another vehicle was required as the respondent was living in the Lynn Valley Condominium and was working as well as attending Simon Fraser University.
- [71] While the claimant and respondent were attending a car dealer where the future of the Chevrolet was being assessed, Ms. Roberts looked at newer vehicles and observed that the Cadillac was being offered for sale on what she believed were advantageous terms. The Cadillac had been used for demonstration purposes and had slightly over 33,000 kilometers recorded on the odometer. The vehicle was being offered in a transaction without interest charges on the balance of the purchase price so it was attractive to purchase. Ms. Roberts testified that she intended to purchase the vehicle on her own and put down a \$500 deposit.
- [72] Unexpected by Ms. Roberts, Veda Davdar, the mother of the claimant, offered the parties as a joint gift the Chevrolet, with a value of \$7,383.55, to be applied to the purchase of the Cadillac. On or about August 31, 2021, the parties purchased the Cadillac for a purchase price of \$46,092 plus \$3,446 for a warranty/service contract plus GST of \$2,107.72 and PST of \$2,709.59. The downpayment was paid with a \$500 deposit paid by the respondent, the trade-in value of \$7,383.55 from the Chevrolet, and \$14,500 initially paid by Enaytollah Ganjian, the father of the claimant (Exhibit 78). The remainder was paid using a loan from TD Bank (the "TD Car Loan").
- [73] Thereafter, as previously arranged, Ms. Roberts repaid \$9,500 of the \$14,500 to Enaytollah Ganjian. The result was that Ms. Roberts paid \$10,000 of the purchase price as well as one-half of the gift of the value of the Chevrolet (\$3,691.77) for a total of \$13,691.77. Mr. Ganjian likewise contributed the other half of the gift of the Chevrolet, or \$3,691.77. His father, Enaytollah Ganjian, effectively gifted \$5,000 to the parties jointly for the purchase price.

- [74] Thereafter, all monthly payments of \$372.43 for the Cadillac were paid solely by the respondent totalling just shy of \$20,000 as of December 2025, with no contribution whatsoever from the claimant.
- [75] In the Financial Statement filed by the claimant, he affirmed that the value of the Cadillac was approximately \$35,000 and that as at July 12, 2025, the TD Car Loan had a balance of \$14,152.21. At the trial date, there remained a balance of approximately \$10,000 due on the TD Car Loan.
- [76] At the trial, the respondent sought an order that she be entitled to sell the Cadillac because she gave evidence that making the remaining monthly payments was difficult as a result of her unemployment. That order was not opposed. Therefore, there shall be an order that the respondent shall be at liberty to sell the Cadillac, subject to the written consent of TD Auto Finance (Canada) Inc. first had and obtained in writing.
- [77] Given that this Court has made a finding that the parties were not in a marriage-like relationship, it is not clear that this Court has a basis to divide the value of the Cadillac. The Small Claims Court Monetary Limit Regulation, B.C. Reg. 179/2005, provides that the Provincial Court has jurisdiction over claims for \$35,000 or less.
- [78] The parties must be mindful that the value of the Cadillac to the parties is relatively small given the balance still owing to TD Auto Finance (Canada) Inc. The claimant and the respondent jointly have been advanced on a gift basis \$5,000 in cash and the value of the Chevrolet, about \$7,400. The respondent has paid all of the monthly payments (\$372.43 per month), insurance and maintenance for the Cadillac since it was purchased, in the amount of almost \$20,000, for which she shall receive credit in a subsequent Registrar's hearing.
- [79] A Registrar's hearing shall be held to determine the disposition of the proceeds of sale of the Cadillac if the parties are unable to agree on the disposition of the proceeds of sale themselves. The Registrar is hereby vested with the authority to hold a pre-hearing conference or conferences, order production of documents necessary for the hearing and conduct such hearings as necessary. The Registrar shall, after the payment of the debt owing to TD Auto Finance (Canada) Inc., then make recommendations to the Court for the disposition of the remaining sale proceeds between the parties. The parties may agree on the disposition of any remaining balance of the sale proceeds or if they are unable to agree within 14 days of receipt by the Court of the recommendations of the Registrar, they shall each make written submissions to the Court for the disposition of the remaining proceeds. The written submissions shall not be more than ten pages in length. The Court shall then order the disposition of the remaining proceeds, if any, between the parties.

"Ball, J."

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