

CANADA / JUDGMENT

K.D.P.P. v. G.P.P.

2025 BCSC 2167

COURT

Supreme Court of British Columbia

DECIDED

3 November 2025

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2025 BCSC 2167 K.D.P.P. v. G.P.P. IN THE SUPREME COURT OF BRITISH COLUMBIA Citation: K.D.P.P. v. G.P.P., 2025 BCSC 2167 Date: 20251103 Docket: E221108 Registry: Vancouver Between: K.D.P.P. Claimant And G.P.P. Respondent Before: The Honourable Justice Basran Reasons for Judgment re: Costs Counsel for the Claimant: D.E. Labun Counsel for the Respondent: M.J. O'Nions Written Submissions of the Claimant: October 1, 2025 Written Submissions of the Respondent: October 10, 2025 Reply Submissions of the Claimant: October 15, 2025 Place and Date of Judgment: Vancouver, B.C. November 3, 2025 Table of Contents Introduction.. 3 Offers to Settle. 3 Trial Reasons on the Issues Contemplated in the Offers to Settle. 5 Legal Principles on Double Costs. 5 Discussion.. 6 Should the Respondent have Accepted the April 2, 2024 Offer?. 6 Should the Respondent have Accepted the March 31, 2025 or the May 4, 2025 Offers?. 7 Conclusion.. 9

Introduction

- [1] The claimant, K.D.P.P., and the respondent, G.P.P., completed a nine-day family law trial in May 2025. They have a child, E.P., born in June 2009.
- [2] On September 15, 2025, the Court issued a written decision indexed as 2025 BCSC 1796 (the "Trial Reasons") that resolved the substantive issues and provisionally awarded costs at Scale B to the claimant, subject to the parties' written submissions on costs. This ruling on costs should be read in conjunction with the Trial Reasons.
- [3] Counsel for the claimant forwarded written costs submissions on October 1, 2025. The claimant seeks double costs for steps taken after April 2, 2024, on the basis that she obtained a judgment more favourable than her offers to settle served on and after that date. She submits that the respondent would have been globally better off by accepting one of the offers as compared to the outcome of the Trial Reasons.
- [4] On October 10, 2025, counsel for the respondent provided written costs submissions. The respondent denies that the claimant is entitled to double costs and submits that the claimant did not obtain a judgment more favourable than her April 2, 2024 offer to settle and that the March 31, 2025 and May 4, 2025 offers included unreasonable terms.

- [5] On October 15, 2025, counsel for the claimant provided brief reply submissions addressing some of the issues raised in the respondent's written submissions.
- [6] For the reasons that follow, I conclude that the claimant is entitled to costs at Scale B, but she is not entitled to double costs. Offers to Settle
- [7] The claimant provided an offer to settle dated April 2, 2024, with an expiry date of May 2, 2024 (the "April 2, 2024 Offer").
- [8] On September 4, 2024, the claimant renewed the April 2, 2024 Offer until further notice.
- [9] The April 2, 2024 Offer provided that:
- a) Neither party would pay child support;
 - b) Spousal support was mutually waived;
 - c) The claimant would receive a further \$470,000 from the proceeds of the sale of the Family Residence (in addition to \$50,000 already dispersed to her by agreement) for a total of \$520,000;
 - d) The parties would retain the items in their possession without compensation to the other party; and
 - e) Each party would bear their own costs, except for sharing the cost of drawing up Minutes of Settlement and obtaining an uncontested divorce.
- [10] The claimant provided a subsequent offer to settle on March 31, 2025 (the "March 31, 2025 Offer") that contained similar terms to the April 2, 2024 Offer except the claimant would have received \$45,000 less than the amount contemplated in the earlier offer.
- [11] The March 31, 2025 Offer also included terms related to a trust settled by E.P.'s uncle, which listed E.P. as the beneficiary and the respondent as trustee (the "E.P.'s Trust"). These terms sought to restrict the use of trust assets for E.P.'s post-secondary education.
- [12] On May 4, 2025, the eve of trial, the claimant further reduced the amount she sought by \$25,000 compared to the March 31, 2025 Offer (the "May 4, 2025 Offer"). The May 4, 2025 Offer also contained a term that E.P. could disapprove any disbursement from the trust.
- [13] On May 8, 2025, the claimant replaced the May 4, 2025 Offer with a similar offer that added back the amount she sought by \$25,000 to the May 4, 2005 Offer. Trial Reasons on the Issues Contemplated in the Offers to Settle
- [14] In the Trial Reasons, the Court awarded the claimant approximately \$508,000:
- a) retroactive child support of \$13,026 and future child support based on an imputed income of \$100,000 to the respondent;
 - b) lump sum spousal support of \$38,000;

- c) \$436,969 of the proceeds from the sale of the Family Residence; and
 - d) \$20,000 as a compensation payment in respect of a sailboat retained by the respondent.
- [15] The Court provisionally awarded costs at Scale B to the claimant, subject to further submissions of the parties. These costs have not been assessed or agreed by the parties. The claimant estimates that the single scale of costs is approximately \$43,000. Legal Principles on Double Costs
- [16] The court may consider offers to settle and exercise its discretion to award double costs: Rules 11-1(4) and 11-15(b) Supreme Court Family Rules.
- [17] In contemplating an award of double costs, Rule 11-1(6) provides that the court may consider: Considerations of court
- (6) In making an order under subrule (5), the court may consider the following:
 - (a) whether the offer to settle was one that ought reasonably to have been accepted, either on the date that the offer to settle was delivered or served or on any later date;
 - (b) the relationship between the terms of settlement offered and the final judgment of the court;
 - (c) the relative financial circumstances of the parties;
 - (d) any other factor the court considers appropriate.
- [18] In considering an award of double costs, this Court observed:
- [9] The first factor requires the court to determine whether the offer was one that ought reasonably to have been accepted at the time it was open for acceptance, not by reference to the result ultimately achieved at trial. The factors relevant to the assessment of reasonableness include the timing of the offer, whether it had some relationship to the claim as opposed to being a nuisance offer, whether it could be easily evaluated, and whether some rationale for the offer was provided: *H.K. v. W.K.*, 2018 BCSC 1447 at para. 66 [H.K.].
- [10] The second factor is the relationship between the offer and the result at trial. In considering this factor, the court should determine whether the declining party would have been financially better off, on a global basis, if they had accepted the offer as compared to their recovery at trial. Precise alignment between an offer to settle and final judgment is not required: *H.K.* at para. 68. *Haley v. Haley*, 2023 BCSC 285 at paras. 9-10.
- [19] Double costs are punitive against a litigant who failed to accept an offer to settle that should have been accepted: *Hartshorne v. Hartshorne*, 2011 BCCA 29 at para. 25. Discussion Should the Respondent have Accepted the April 2, 2024 Offer?

- [20] I am not convinced that the estimated costs award of \$43,000, for a single set of costs at Scale B, is relevant to the issue of whether the respondent should have accepted the April 2, 2024 Offer. This is because during the time this offer was open for acceptance, the aforementioned total amount of costs had not been incurred, let alone agreed upon or assessed.
- [21] Removing consideration of the estimated costs award of \$43,000 from the calculations results in the claimant obtaining approximately \$508,000 by operation of the Trial Reasons. This is less than the claimant's April 2, 2024 Offer in which she sought \$520,000. Accordingly, the respondent would not have been globally better off by accepting the April 2, 2024 Offer. Should the Respondent have Accepted the March 31, 2025 or the May 4, 2025 Offers?
- [22] The March 31, 2025 Offer involved the claimant receiving \$45,000 less than the April 2, 2024 Offer. The respondent, accordingly, would have been better off financially if he had accepted this offer as compared to the outcome of the Trial Reasons. However, this offer contained terms in respect of E.P.'s Trust that required that:
- a) the respondent, as trustee, "administer the assets of [E.P.'s] Trust so as to maximize the funds available to support [E.P.'s] education []"; and
 - b) the assets of the E.P.'s Trust would be applied to E.P.'s post-secondary expenses before using the funds of the Registered Education Savings Plan ("RESP") or contributions from the parties.
- [23] The May 4, 2025 Offer contained the same provisions as the April 2, 2024 Offer regarding maximizing the trust funds for E.P.'s education and using the trust's assets for E.P.'s post-secondary expenses before using RESP funds or contributions from the parties. This updated offer added a further restriction that the trustee, i.e., the respondent, not make any distributions that E.P. disapproves.
- [24] Section 9 of the Trust Agreement in respect of E.P.'s Trust describes the use of trust assets: Until the Beneficiary (E.P.) reaches the age of 35, the Trustee may use the Trust Assets as the Trustee decides is necessary or advisable for the care, maintenance, education or benefit of the Beneficiary.
- [25] The Trust Agreement does not limit the use of trust assets to E.P.'s post-secondary expenses. It refers broadly to using these assets for E.P.'s care, maintenance, education, or other benefit.
- [26] Accepting the March 31, 2025 or the May 4, 2025 Offers would have required that the respondent, as the trustee of E.P.'s Trust, accede to limiting his authority to use the trust assets in accordance with the Trust Agreement. This is because accepting these offers would have required that the trustee maximize trust assets for E.P.'s post-secondary education and use the trust assets for this purpose before using RESP funds or contributions from the parties.

- [27] In my view, accepting the March 31, 2025 Offer or May 4, 2025 Offers would have fettered the respondent's discretion as trustee by narrowing the use of trust assets to E.P.'s post-secondary education instead of using them for her general "care, maintenance, education or benefit" as directed in the Trust Agreement. If the respondent had accepted the trust terms proposed in the March 31, 2025 or May 4, 2025 Offers, he may have subjected himself to liability and/or litigation risk for failing to abide by the terms of E.P.'s Trust.
- [28] In the Trial Reasons, the Court concluded that E.P.'s Trust is not family property, and the trust funds are not relevant to the division of assets or the parties' child support obligations: Trial Reasons at paras. 24 and 25. In the Trial Reasons, the Court also noted that:
- [127] [] The decision as to how to use the trust rests with the trustee, bearing in mind that the funds must be used for E.P.'s benefit. I am also not convinced that E.P., as a minor, should have the power to disapprove any disbursements of the trust. Such a term would fundamentally change the terms of the agreement of E.P.'s trust.
- [29] I maintain the view that it would have been inappropriate for the respondent to have accepted the term in the May 4, 2025 Offer that E.P., who is still a minor, could disapprove disbursements from the E.P.'s Trust. Doing so would have been contrary to the terms of E.P.'s Trust.
- [30] The parties engaged in hard fought, acrimonious litigation over several years that dissipated their assets. I accept that the claimant was motivated by a desire to secure E.P.'s post-secondary future and she lacked confidence that the respondent would properly carry out his role as the trustee of E.P.'s Trust. However, bootstrapping terms regarding the use of the trust assets of E.P.'s Trust to the offers to settle the parties' family law proceedings made those offers improper and probably unenforceable in relation to E.P.'s Trust.
- [31] E.P.'s Trust is irrelevant to the family law proceedings. Furthermore, E.P. remains a minor and regardless of her asserted maturity, imposing a term that forbade distributions she disapproved of improperly fetters the discretion of the respondent as trustee in respect of the distribution of the trust's assets. In my view, the claimant's attempt to impose terms in respect of E.P.'s Trust functionally invalidated the March 31, 2025 Offer and May 2025 Offers. The respondent rationally declined these offers.

Conclusion

- [32] The claimant was substantially successful on the matters in dispute at trial. She is therefore entitled to costs at Scale B but is not entitled to double costs. "Basran J."

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