

CANADA / JUDGMENT

## Lamond v. Vermette

2025 BCSC 1947

### COURT

Supreme Court of British Columbia

### DECIDED

27 August 2025

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

2025 BCSC 1947 Lamond v. Vermette

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Lamond v. Vermette,

2025 BCSC 1947

Date: 20250827

Docket: E222768

Registry: Vancouver

Between:

William John Lamond

Claimant

And

Lucie Nathalie Vermette

Respondent

- and -

Docket: S229765

Registry: Vancouver

Between:

Lucie Nathalie Vermette

Petitioner

And

William John Lamond and Alpine Pro Ski Services Ltd.

Respondents

- and -

Docket: S253393

Registry: Vancouver

Between:

Lucie Nathalie Vermette

Petitioner

And

William John Lamond and Alpine Pro Ski Services Ltd.

Respondents

Before: The Honourable Madam Morellato

Oral Reasons for Judgment

In Chambers

Counsel for William John Lamond and Alpine Pro Ski Services Ltd.:

M.D. Mennie

Counsel for Lucie Nathalie Vermette in VA E222768:

I.A. Pietrow

Counsel for Lucie Nathalie Vermette in VA S229765 and VA S253393:

J. Shewfelt

Place and Date of Hearing:

Vancouver, B.C.

August 27, 2025

Place and Date of Judgment:

Vancouver, B.C.

August 27, 2025

- 
- [1] The application before me concerns whether family law action E222768, Petition S229765, and Petition S253393 should be heard together.
- [2] The factual backdrop may be summarized as follows.
- [3] The claimant in the family proceeding, Mr. Lamond, was born on November 4, 1958, and the respondent, Ms. Vermette, was born in July 1964, making the parties are 66 and 61 respectively. The parties began living together in a marriage-like relationship on November 1, 1995. They separated in May 2022. There are no children of the common-law marriage.
- [4] A key asset of the parties in this litigation are shares the parties hold in Alpine Pro Ski Services Ltd. ("Alpine Pro"), which owns the parties' operating business, a ski shop in Whistler. Mr. Lamond, deposes that he and Ms. Vermette are equal shareholders in Alpine Pro. He is the sole director. Ms. Vermette disagrees that there is an equal shareholding arrangement. In dispute are the issues of the proper director of Alpine Pro and the parties' entitlement to shares in Alpine Pro.
- [5] The parties hold shares, as well, in 1007242 B.C. Ltd., which is a company that owns the strata lot upon which the business premises of the ski shop is located. Mr. Lamond deposes that he and Ms. Vermette are equal shareholders in 1007242 B.C. Ltd., and that he is the sole director. Again, Ms. Vermette disputes the parties are equal shareholders and disputes Mr. Lamond is the proper director.
- [6] The parties own a condominium, as well, located in Maui, Hawaii, which is registered in their joint names.
- [7] Mr. Lamond works full-time in the Alpine Pro shop and his 2024 T4 income was \$63,480. He asserts that Ms. Vermette works part-time for the Alpine Pro shop doing bookkeeping. It is not clear, at this juncture, what her income was in 2024, but my understanding is that it is her view that she is fully occupied as the bookkeeper.
- [8] Mr. Lamond asserts that Ms. Vermette receives an undetermined amount of rental income from the Maui condominium. It is not clear what that income is, at least not as advanced before me today.
- [9] Mr. Lamond deposes that in the last 50 years and throughout his relationship with Ms. Vermette, he has worked in the ski industry. He opened his first shop in Whistler, called Wild Willie's, in 1990. Mr. Lamond and Ms. Vermette met in 1995. Within a few months, they began living together and Ms. Vermette also began working at Wild Willie's. At least at that juncture in time, Ms. Vermette's primary duties were assisting with bookkeeping, purchasing inventory, and sales. In 2020, the parties were forced to close the business due to bankruptcy.

- [10] In 2011, Ms. Vermette began working at the Four Seasons Hotel, first as a food and beverage supervisor, and then as a spa supervisor. In 2011, Mr. Lamond began working for Whistler Blackcomb as a boot-fitter. He left work in 2013, after being diagnosed with Stage 4 cancer. He did not return to work until he opened the Alpine Pro business in 2014.
- [11] In 2014, Mr. Lamond partnered with Mr. Chris Kent to establish the Alpine Pro business. Mr. Kent was a friend, and the two men agreed that the focus of their new business would be selling and custom fitting ski boots and ski tuning, which is Mr. Lamond's professed area of expertise.
- [12] Mr. Lamond deposes that he and Mr. Kent agreed that they would each contribute \$50,000 to purchase the strata lot upon which to locate their shop and he obtained a mortgage for the balance of the purchase price, which could be secured against the strata lot. Mr. Lamond deposes his \$50,000 contribution came from funds from his late father. I am advised by counsel that Ms. Vermette disputes this particular fact, among others.
- [13] Mr. Kent contributed a further \$180,000 to Alpine Pro to purchase inventory and the equipment needed for custom boot fitting. Mr. Lamond contributed, in turn, his expertise and his commitment to work full-time in the shop.
- [14] Mr. Lamond asserts that initially he and Mr. Kent were equal partners in both Alpine Pro and the operating business, as well as the strata lot upon which the business was situated.
- [15] In 2015, Mr. Kent decided to withdraw from the business. Mr. Lamond deposes he paid Mr. Kent \$50,000 for Mr. Kent's shares in strata lot 1007242 B.C. Ltd., using a further \$50,000 of funds from his late father. Ms. Vermette disputes this set of facts, among others. In or about 2015, Mr. Lamond deposes that he continued to run the business as usual and during the peak season he generally worked seven days a week for about 60 to 80 hours. As the season slowed down, he deposes he reduced his work hours and, during the summer, he worked part-time to prepare the shop for the next season. These facts are also disputed by Ms. Vermette in her materials.
- [16] Mr. Lamond deposes that in 2019, Ms. Vermette left her position at the Four Seasons, and the parties then agreed that she would begin working at Alpine Pro on a part-time basis, doing primarily bookkeeping under the supervision of their long-time bookkeeper, Ms. Nordin. Mr. Lamond acknowledges, that over time, Ms. Vermette's duties expanded to include tracking sales and inventory and attending to payroll. He deposes that Ms. Vermette worked less than 15 hours per week. Again, Ms. Vermette takes issue in her affidavit with Mr. Lamond's characterization of her role and the hours she worked at their family business.
- [17] Mr. Lamond deposes that once Ms. Vermette began working at the Alpine Pro shop, they began income splitting, with both their paycheques being deposited into a joint Scotiabank account. Ms. Vermette deposes that the parties did not income split.

- [18] In 2019, Ms. Vermette's father transferred his home to her and, following her father's death, she sold the home and received the proceeds of the sale plus additional funds from her father. Mr. Lamond deposes, and counsel confirms, that she received approximately \$359,786 from the sale of the home and a further \$64,000 sum. Mr. Lamond deposes that when Ms. Vermette received these funds, she discussed how they would use the funds. He asserts that it was clear that Ms. Vermette wanted to share the benefit of these funds at that time and into the future. Mr. Lamond deposes that it was the parties' intention that: (a) they would purchase the shares of Alpine Pro that was then held by Mr. Kent's wife; (b) one half of the shares of 1007242 B.C. Ltd. would be transferred to her name; and (c) they would purchase a condominium in Maui which they would own jointly. Mr. Lamond deposes further that the intention of the above transactions was that they would be equal owners in both companies and the Maui condominium.
- [19] Ms. Vermette disputes Mr. Lamond's evidence. She deposes that it was not her intention to purchase the shares of Alpine Pro held by Mr. Kent, or to hold the shares of the strata lot corporation equally, or to own the Maui condo equally. Ms. Vermette also deposes that, in fact, she owns 75% of the interest in the shares in the Alpine Pro business.
- [20] For many years, Mr. Lamond and Ms. Vermette had, according to Mr. Lamond at least, discussed buying a home in Maui and they travelled there frequently, with the hope they would some day retire together in Maui. Mr. Lamond deposes that the parties agreed to purchase a condominium and then rent it out to pay the mortgage and other expenses. Ms. Vermette disagrees with Mr. Lamond that the parties agreed to share the Maui condo equally.
- [21] In July 2022, the parties purchased the Maui condominium in their joint names for US\$535,000, with a down payment of US\$200,000. The mortgage was also in the parties' joint names and rent was used to pay the mortgage.
- [22] Mr. Lamond deposes that in September 2021, during their common-law marriage, the parties purchased the shares in Alpine Pro held by Mr. Kent's wife on the basis that: (a) the parties would pay the Kents \$100,000; (b) that Alpine Pro would give the Kents a \$6,000 annual credit for five years for services and retail goods for their personal use only; and (c) that the parties would allow the Kents to stay in the Maui condominium 14 nights per year for the next five years during the low season.
- [23] Mr. Lamond takes issue with Ms. Vermette's affidavit evidence that she never intended to share the funds she received from her father with him. He deposes that this is not true, that in fact she did, and that she was clear that the parties would share the benefit of the funds from her father, just as they had shared the funds from his father. This is yet another issue in dispute.
- [24] Mr. Lamond deposes that in May 2022, it was Ms. Vermette who told him she wanted to take a break from their relationship, and she asked him to move out of the home they shared. Again, the circumstances surrounding their separation are something the parties do not

agree about. Nevertheless, Mr. Lamond asserts that, initially, their relationship was amicable even while they were splitting up. For the first few months, they continued to operate the business as usual, and he continued working in the shop primarily doing boot fitting and ski tuning for racers at summer ski camps. According to Mr. Lamond, Ms. Vermette continued to do bookkeeping for Alpine Pro and 1007242 B.C. Ltd., and the parties communicated regularly about scheduling employees, inventory purchases, and other matters.

- [25] The parties seemed to also agree that in August 2022, Ms. Vermette asked that Alpine Pro purchase a vehicle for her use. Specifically, the business purchased a 2022 Ford Bronco for her at a cost of \$45,000. The business paid and continues to pay about \$1,000 per month for the cost of financing, insurance, and maintenance. At least at that time, Alpine Pro was also paying \$400 per month for Ms. Vermette's cellphone and Telus package, which included home phone, internet, television, and health coverage.
- [26] Mr. Lamond deposes that the parties were paid a total of \$10,000 a month from the business and, at Ms. Lamond's request, they increased that amount to \$14,000 per month, although Mr. Lamond was of the view that this was a temporary arrangement.
- [27] Mr. Lamond also deposes that in August 2022, Ms. Vermette asked him to stop using their joint bank account and credit card and he agreed. However, he alleges that since Ms. Vermette retained all the funds in their joint bank account, he had no funds. Accordingly, he asked that she write a cheque for \$7,000 to reimburse him for the salary deposited into their joint bank account. He states he also gave her his RBC account and password so that Ms. Vermette could deposit this amount into the RBC account. Mr. Lamond deposes that instead of depositing the funds, Ms. Vermette withdrew all funds from their joint bank account and gave him no funds. Mr. Lamond asserts that after Ms. Vermette failed to give him any funds for several weeks, he wrote himself a cheque for \$7,000 from Alpine Pro. Ms. Vermette disputes Mr. Lamond's narrative of the facts in this regard.
- [28] Mr. Lamond also deposes that he later learned that Ms. Vermette redeemed a TFSA account in his name, deposited the proceeds to his RBC account, and then withdrew the funds of \$9,000 from his account via e-transfers to herself.
- [29] On September 9, 2022, Ms. Vermette sent a letter to Alpine Pro's corporate lawyer demanding, among other things, that Mr. Lamond resign as a director of both Alpine Pro and the strata corp. That letter reads, in part, as follows:

Mr. Lamond's and my civil union has ended approximately 4 months ago.

I am instructing you that I wish a Special Shareholders Meetings for both the above companies to be called for September 24th at 9:00 A.M.

[30] Later in the text of the letter, Ms. Vermette writes:

At that meeting we will have a slate of new directors to be appointed for both companies.

Further, I am requesting the immediate resignation of Lamond from both companies. I am prepared to serve as a Director immediately for both companies and my [company] will be one of the slate of Directors to be put forward at those meetings

With respect to the current share structure - this will require amendment. The initial block of shares are Family Property under BC Family law and I will expect this to be equally divided. The additional shares of both Companies were purchased by me through inheritance money of MINE and are Excluded under B.C. Law. We will expect the minute books and share holdings to be modified to the 50 50 for the current shares held in Lamond's name such that I am in the current situation of 75% ownership.

- [31] That September 9, 2022 letter was followed by Ms. Vermette's Petition S229765 filed on December 7, 2022, where she sought a greater than 50% share of the Alpine Pro business, asserting an oppression remedy.
- [32] In late September 2022, Mr. Lamond went on vacation to Hawaii for two weeks with another romantic partner. Given Ms. Vermette's September 9, 2022 correspondence, he took steps to secure the business while he was away, including changing the locks and password to the computer systems.
- [33] Mr. Lamond deposes that, nevertheless, while he was in Maui, Ms. Vermette: also changed the locks for entry to Alpine Pro business premises; changed a point of sale system preventing him from making sales; changed the email of Alpine Pro preventing him from accessing customer emails; assumed the control of Alpine Pro website such that he could not accept or respond to appointment requests which had still not been returned at the time; changed and assumed control of the store security system; changed and assumed control of the Wi-Fi system; removed company financial records and other company property that had been opened by force; dismissed a long-term employee and hired other employees without Mr. Lamond's authorization or knowledge.
- [34] In light of these events, on November 23, 2022, Mr. Lamond filed the within Notice of Family Claim. On March 31, 2023, Mr. Lamond filed an application in Ms. Vermette's Petition S229765 for an order, among other things, that the petition be adjourned until the final disposition of the family matter.
- [35] Ms. Vermette's Petition S229765 came on for hearing before me on April 13 and 14, 2023 but it did not conclude. Nevertheless, I issued a consent order on April 14, 2023, which provided, among other things: 1) that Mr. Lamond would provide Ms. Vermette with passwords to allow her full viewing and monitoring of Alpine Pro's accounts, bookkeeping, transactions, and financial statements; and 2) that the payment of Alpine Pro's expenditures would be authorized by both the Ms. Vermette and Mr. Lamond.

- [36] On January 25, 2025, Ms. Vermette's new counsel in the family proceeding, Ms. Pietrow, wrote a letter suggesting that the parties update their financial statements, prepare lists of documents, obtain the necessary valuation, and proceed to mediation. On February 26, 2025, Mr. Lamond advised, through his legal counsel, that he was agreeable with the process proposed. In fact, since then lists of documents have been prepared, as well as financial statements in the family proceeding.
- [37] Mediation does not seem to have been pursued but I note, parenthetically, that it may be a viable proposition, or at least a prudent one.
- [38] By February 26, 2025, the parties had not yet agreed on how to fund the expense of experts, and accordingly, the parties agreed to adjourn the trial, from August 2025 to June 2026. Mr. Shewfelt, counsel for Ms. Vermette in the petition action, was not consulted or advised as to whether he would be available for trial in June 2026. He has since advised that he is not.
- [39] On April 9, 2025, notwithstanding the progress that was being made in the family law proceeding, Ms. Vermette served a notice of application in the petition action seeking further orders against Mr. Lamond.
- [40] On April 17, 2025, counsel for Mr. Lamond wrote to Mr. Shewfelt stating, in part, that in regard to the petition filed by Ms. Vermette on December 7, 2022, as no steps had been taken in the matter in the past year, Mr. Shewfelt was required to file a notice of intention to proceed in accordance with Rule 22-4 of the Supreme Court Civil Rules. Counsel also advised that they would be applying on behalf of Mr. Lamond to join the family civil action, and it would be the position of Mr. Lamond that the joinder application should be heard in advance of the hearing of the notice of application filed in the petition proceeding.
- [41] On May 2, 2025, a new petition was filed by Ms. Vermette, Petition S253393, seeking the same relief set out in the Notice of Application that was filed on April 9, 2025, in the original Petition S229765.
- [42] On April 17, 2025, Mr. Lamond was served with a foreclosure action respecting the mortgage registered against the strata lot owned by 1007242 B.C. Ltd., with an outstanding balance of approximately \$35,000. I understand that that foreclosure proceeding was resolved and that the outstanding amount had been paid by the guarantor.
- [43] During the course of this hearing, counsel for Ms. Vermette took me through her affidavit evidence that she believes I ought to have been particularly aware. I have certainly considered her evidence in deciding this joinder application and assessing how best to proceed.

## Legal Analysis

- [44] Under Rule 22-5(8) of the Supreme Court Civil Rules and Rule 21-3(8) of the Supreme Court Family Rules, proceedings may at any time be ordered tried at the same time. In *Raymond James Investment Counsel Ltd. v. Clyne*, 2018 BCSC 720, the court set out a two-step analysis

to determine whether proceedings should be tried together: first, whether the proceedings involve common claims or disputes and relationships upon review of the pleadings; and two, whether the proceedings are so interwoven as to make separate trials undesirable and fraught with expense. In a similar vein, in *Cao v. Chen*, 2020 BCSC 2050, the court applied the same two-step analysis in a family law proceeding and debt proceeding.

- [45] It is clear to me that there are common issues, disputes, and relationships between the family law case commenced by Mr. Lamond and the petition proceeding commenced by Ms. Vermette. The parties are the same in the family proceeding and the petitions, save that Alpine Pro is named as a party in the petitions. The central issue in each of these actions is the parties' ownership interests in Alpine Pro and which party controls or should control it. Indeed, Ms. Vermette relies on her claims in the Family Law Act, S.B.C. 2011, c. 25 [FLA], in support of her arguments in her petition proceedings in regard to the ownership and control of Alpine Pro, or at least she did initially. She is apparently now not advancing a claim in her petitions under the FLA but clearly, as common-law spouses, the FLA is engaged as a matter of law with regard to the ownership of the businesses and property owned by the parties as family assets.
- [46] The issues of ownership and control of Alpine Pro are so clearly intertwined between each of the family law and petition proceedings. Furthermore, the events of the last three years have made it clear to me that separate proceedings are undesirable and fraught with problems. Hearing the petition proceedings and the family law case together would, in my view, streamline proceedings and would reduce hearing days.
- [47] It is also clear that the need for the division of the Alpine Pro business between the parties, a valuation of that business including their property in Hawaii, and the division of their family debt, involve disputed issues of credibility and questions of fact raised by both parties, making a trial proceeding the fairest and best forum to address outstanding issues in the petition and family law proceedings. There are significant issues in this case relating to the valuation and the division of the parties' family assets (and of Alpine Pro in particular), as well as significant issues of credibility informing the question of whether there was oppression by any party, none of which lends itself to determination by affidavit evidence alone.
- [48] I should note that I am not persuaded that the petition proceedings are at an advanced stage and should therefore proceed separately. The first petition, S229765, was adjourned and not pursued or advanced for some time. Further, there are events that have taken place in the last two years that inform its proper adjudication, in any event. Further, there are substantial factual disputes subsumed in the orders sought in the petition proceedings that are not only intertwined with the family case, but fairness also requires their determination at trial through viva voce evidence and cross-examination, particularly given the credibility issues raised by both parties.

- [49] While some contested facts can be determined through affidavit evidence alone, this is not such a case. I note that I have also considered the possibility of a hybrid petition with cross-examination on affidavits. However, I find that a trial of the matter is the best and most efficient forum for resolution. A hybrid petition proceeding is not, in my view, advisable and would lead to litigation in slices, with the risk again of inconsistent findings. Indeed, we have already seen litigation in slices in this case.
- [50] In addition, having the petition proceedings heard at the same time as a trial of the family matter would not only avoid the risk of inconsistent findings, as noted, but would also ensure the complete factual matrix is put before the court as a whole. This would better ensure a more informed and fair judgment by this court in regard to all the issue between the parties: see *Cphoon v. Stobo*, 2023 BCCA 479, at para. 23.
- [51] Furthermore, given the events that have transpired since Petition S229765 was adjourned over two years ago, I am not of the view that the petition is, as I indicated, more advanced than the others. Indeed, more progress has been made in the family law proceeding in the last few months through, for example, the parties' agreement to exchange F8s, lists of documents, and further disclosure.
- [52] Again, I am of the view that a trial is the best and proper forum for the outstanding issues to be heard.
- [53] I should note that I draw a distinction in relation to having the petition heard together as opposed to an application to consolidate multiple extant proceedings into one. Consolidation is more appropriate where the commonality in issues and parties in the multiple proceedings will mean that the disposition of one action will necessarily dispose of the issues in the other. The same tests need not apply for a joinder order where the matters are to be heard together, which is the order I am making today.
- [54] In exercising this discretion under Rule 22-5(8) or under the Supreme Court Family Rules, the court must ultimately decide whether the degree of commonality and intertwinement of the issues outweighs prejudice to the party opposing the matters being heard together. I am not satisfied there is any substantial prejudice to Ms. Vermette by joining these actions. Put another way, the ultimate question is whether an order for the actions to be heard together makes sense and is in the interests of justice: see *Simmonds v. The Corporation of the City of Victoria*, 2016 BCSC 951, 0081092 BC Ltd. v. Callahan, 2024 BCSC 864, and *Wu v. Li*, 2023 BCSC 1205. I find this to be the case in these proceedings.
- [55] I should note that this order does not preclude either party from addressing any necessary and appropriate pretrial issues or interim applications. I am also of the view that the parties should make efforts to work with scheduling to find an alternative date for the trial before June 2026, and I would attempt to be of assistance in that regard.

[56] I thought it best to set out my ruling and oral reasons now, after today's hearing. I do reserve the right, however, to review these reasons and edit them, although the substance of my reasons will not change.

[57] CNSL M. MENNIE: Costs for today, I assume, will follow the event.

[58] THE COURT: They will.

"Morellato 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/25/19/2025BCSC1947.htm>

**CASE PAGE**                <https://chat.esheria.ai/case-law/canada/lamond-v-vermette-2025>

Prepared on 25 October 2026 · Esheria