

CANADA / JUDGMENT

Mudge v. Liu

2015 BCSC 2606

COURT

Supreme Court of British Columbia

DECIDED

4 December 2015

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2015 BCSC 2606 Mudge v. Liu IN THE SUPREME COURT OF BRITISH COLUMBIA Citation: Mudge v. Liu, 2015 BCSC 2606 Date: 20151204 Docket: 11-4043 Registry: Victoria Between: Todd Douglas Mudge Claimant And: Jing Liu Respondent Before: The Honourable Mr. Justice G.R.J. Gaul Oral Reasons for Judgment In Chambers Counsel appearing for the Claimant: R. Gill The Respondent appearing on her own behalf: J. Liu Place and Date of Hearing: Victoria, B.C. December 1 and 2, 2015 Place and Date of Judgment: Victoria, B.C. December 4, 2015

- [1] THE COURT: There are two applications before the court. The first was filed by Mr. Mudge on 15 September 2015. The second was filed by Ms. Liu on 18 November 2015.
- [2] The applications raise three issues for determination:
- a) The reappointment of a parenting coordinator;
 - b) the sale of the family home; and
 - c) a review and retroactive readjustment of spousal and child support.

Background

- [3] Mr. Mudge and Ms. Liu were married in November 2006 in Xi'an in the People's Republic of China. The parties set up home in Victoria, British Columbia, in or around August 2008.
- [4] JING LIU: Your Honour, we come here in 2007.
- [5] THE COURT: Okay. Thank you. I will make note of that. Mr. Mudge's evidence indicates it was 2008. In any event, the actual date is not critical to my decision. Please sit down.
- [6] In October 2009 the parties' son was born.
- [7] In May 2010 the parties purchased their family home on Glen Vale Road, in Victoria.
- [8] On 7 October 2011 the parties separated when Mr. Mudge left the family home. Later that month Mr. Mudge started this family law action.

- [9] The parties appeared before Mr. Justice Macaulay at a judicial case conference on 19 March 2012. Both parties were represented by experienced legal counsel. The parties agreed that Mr. Mudge's guideline income was \$111,881 and Ms. Liu's guideline income was \$11,652.
- [10] THE INTERPRETER: I'm sorry, My Lord. Could you repeat the number again?
- [11] THE COURT: Yes. One hundred and eleven thousand eight hundred and eighty-one dollars. Ms. Liu's guideline income was \$11,652. The parties also agreed that commencing on 1 April 2012, and continuing until varied by agreement or further order of the court, Mr. Mudge would pay Ms. Liu \$1,019 per month in child support and \$2,881 per month in spousal support. Additionally, the parties agreed that Mr. Mudge's child support and spousal support obligations could be satisfied by him continuing to pay the household expenses relating to the family home. Those expenses included the mortgage, property taxes, property insurance, strata fees, hydro, cable, and internet. The parties also agreed that:
13. The child and spousal support provided for in the Order were interim amounts and may be reviewed and varied by agreement or on the application of either party without the need to show a change in circumstances.
- [12] By order of Master McCallum, dated 21 November 2012, the parties' child lives with each of them on an equal week on/week off rotation.
- [13] The parties' first trial date was 17 June 2013. Five days prior to that date Ms. Liu sought, and was granted, an adjournment of the trial. The adjournment was granted on the condition that Ms. Liu obtained medical assessment of her mental and emotional health. It would appear those assessments were never completed.
- [14] The second trial date of 15 September 2014 was set by Master Bouck in April of that year.
- [15] JING LIU: Your Honour -- Your Lord, the assessment completed.
- [16] THE COURT: Sit down, please. I am now giving my reasons.
- [17] JING LIU: I have the [indiscernible/crying] completed.
- [18] THE COURT: The trial date was peremptory on Ms. Liu.
- [19] On 15 September 2014 the first day of trial, Ms. Liu sought another adjournment. Mr. Mudge consented to the adjournment on the condition that a new trial date be fixed promptly.
- [20] Ms. LIU --
- [21] JING LIU: Your Lord, I finish a complete assessment, I have a big [indiscernible] report and this psychiatrist the report.
- [22] THE COURT: Okay. You need to sit down now, ma'am. I am giving my reasons. This is my decision.
- [23] JING LIU: Okay, Your Lord.

- [24] THE COURT: All right?
- [25] The adjournment was consented to on the condition that a new trial date be fixed promptly for the first available date after 15 November 2014 and that the trial date again be peremptory on Ms. Liu. The parties also consented to an order appointing a parenting coordinator.
- [26] The third trial date was set for 5 January 2015. On 18 December 2014 Ms. Liu appeared before me seeking an adjournment of the trial. This was the third trial date with the two previous being peremptory on Ms. Liu.
- [27] JING LIU: Your Lord --
- [28] THE COURT: Ms. Liu. Yes?
- [29] JING LIU: The documents show I finished assessment.
- [30] THE COURT: Okay. You need now to sit down --
- [31] JING LIU: Sorry.
- [32] THE COURT: -- because I am giving my reasons. I hear what you are saying about the assessment. It is not clear to me that everything that was required was completed. I have relied upon the materials that were put before me and the submissions that were made. Even if the assessment was done, it would not change my decision.
- [33] JING LIU: Okay.
- [34] THE COURT: On 18 December 2014 Ms. Liu appeared before me seeking another adjournment of the trial. The grounds for the adjournment were not persuasive. There was no convincing medical evidence before the court attesting to Ms. Liu's emotional or mental difficulties, and consequently the adjournment was denied. My reasons are indexed at 2014 BCSC 2474.
- [35] On 24 December 2014 the parties consented to an order adjourning the trial that was set for January 2015, except for the issue of their divorce. They also consented to an order that the family home be listed for sale.
- [36] On 5 January 2015 the question of the parties' divorce went to trial and an order was subsequently granted.
- [37] JING LIU: Your Lord, I do have [indiscernible] to the trial. I bring to -- I finish a VIHA assessment, initial assessment and a psychiatrist report.
- [38] THE COURT: Okay.
- [39] JING LIU: It all was [indiscernible] I still have --
- [40] THE COURT: Okay.

- [41] JING LIU: -- [indiscernible] the date maybe.
- [42] THE COURT: Ms. Liu, I am giving my reasons now. I hear what you are saying. I have considered the materials. Even if the assessment was completed, it would not materially change the decision I have reached.
- [43] JING LIU: Yes, Your Lord. Parenting Coordinator
- [44] In November 2014 the parties entered into a written agreement appointing Kathleen Bellamano of Communicata Dialogue and Resolution Services as their parenting coordinator. Both parties intended that the appointment be for a period of two years. For some unknown reason the agreement with Ms. Bellamano indicated it was only for a period of six months. As such it expired in January of 2015.
- [45] Although Mr. Mudge has made efforts to have the agreement renewed, Ms. Liu has been reluctant to sign a new agreement. In her submissions before me, Ms. Liu has indicated that she is now prepared to re-engage Ms. Bellamano as the parties' parenting coordinator.
- [46] In my opinion it would be wise if these parties had the assistance of a parenting coordinator. Consequently, I will grant the relief sought at paragraph 1 of Mr. Mudge's application. Ms. Bellamano will be reappointed the parenting coordinator for a period of 18 months from today's date. Sale of the Family Home
- [47] Mr. Mudge seeks an order that he have exclusive conduct of sale of the parties' family home.
- [48] In her application, Ms. Liu seeks an order that Mr. Mudge sell her his half interest in the family home. Mr. Mudge is prepared to do so, but the parties cannot come to an agreement on the valuation of the home and what expenses should be deducted. Both parties seek a judicial determination of the value of the property so that they can attempt to reach a sale between themselves.
- [49] At the time the parties separated there was an outstanding mortgage on the property of approximately \$490,000. That amount has now been reduced to approximately \$450,000. The BC Assessment Authority assessed the 2012 value of the property to be approximately \$621,000.
- [50] In June 2012 Mr. Mudge retained Blake Appraisals Limited to prepare an appraisal report on the value of the property. The property was inspected on 29 June 2012, and in his report, dated 6 July 2012, Mr. Blake concluded the market value of the property was approximately \$605,000. In his report Mr. Blake noted that the interior of the home needed redecorating and repairs were required to the cabinetry. He also noted that "the exterior siding appears satisfactory, however cosmetic upgrading will soon be necessary" and that the residence "requires some upgrades to restore it to optimum condition".
- [51] THE COURT: Ms. Liu. Ms. Liu, please have a seat.
- [52] JING LIU: Your Lord [indiscernible/crying] I was so vulnerable.

- [53] THE COURT: Ms. Liu, I understand what you are saying. I've heard you. But I am now giving my decision. I am going to have to ask you to please sit down.
- [54] In November 2015 Ms. Liu retained Fairfield Building Inspections Ltd. to conduct an inspection of the home. In his report, dated 4 November 2015, Mr. Harrison noted that the home was "in relatively poor overall condition for its age." He added that his inspection was "a cursory examination of the building to identify deficiencies that can affect the value and consequently may hinder prospective future sale." The inspection was not a complete or comprehensive assessment of the condition of the property. Mr. Harrison noted a number of deficiencies in the property, and concluded "it is evident that the property is in below average condition."
- [55] Ms. Liu also obtained an appraisal dated 7 November 2015 by Mr. Martin Kors that placed the value of the home at \$500,000. In reaching this figure Mr. Kors relied upon the report of Fairfield Building Inspections Ltd., as well as an estimate of the costs to bring the property to satisfactory condition. Although Ms. Liu says the value of the property should be \$500,000, before deducting what she maintains are expenses that should be paid by Mr. Mudge, she could not --
- [56] JING LIU: Your Lord --
- [57] THE COURT: -- articulate what the actual price would be that she would pay for the property.
- [58] JING LIU: Your Lord, a misunderstanding, five hundred is with landscape, the requirement \$30,000. With all the landscape is five hundred and thirty.
- [59] THE COURT: Okay.
- [60] JING LIU: Their -- their landscape -- we still don't get an official . . . to regarding the landscape [indiscernible] so we --
- [61] THE COURT: So between 500,000 and 530,000 depending upon landscaping?
- [62] JING LIU: Yes. Your Lord --
- [63] THE COURT: Very good.
- [64] JING LIU: -- and also --
- [65] THE COURT: Thank you. Please sit down.
- [66] JING LIU: -- [indiscernible] is longstanding issues.
- [67] THE COURT: Ms. Liu, I am going to ask you to sit down, please.
- [68] JING LIU: Okay, Your Lord.

- [69] THE COURT: It is unclear to me exactly what expenses Ms. Liu says should be factored into the sale price. What is clear, however, is that she contends the outstanding balance on the mortgage, as at the time of separation, as opposed to the current amount outstanding, should be the figure used when determining a sale price.
- [70] Mr. Mudge asserts that the value of the property should be approximately \$550,000. This amount takes into consideration the deterioration of the property that has occurred while Ms. Liu has had sole possession of it. Mr. Mudge --
- [71] JING LIU: Excuse me, Your Lord
- [72] THE COURT: -- rejects the expenses Ms. Liu is claiming pointing to the fact --
- [73] Please sit down, Ms. Liu.
- [74] JING LIU: Your Lord, I have notes -- the notes.
- [75] THE COURT: Please sit down.
- [76] Mr. Mudge rejects the expenses Ms. Liu is claiming, pointing to the fact that he has paid all of the expenses, in lieu of the support, pursuant to the order of Justice Macaulay, while she has collected all of the rental income from the basement suite of the property, which amounts to a little less than \$1,000 a month. As for the mortgage, Mr. Mudge contends that Ms. Liu cannot have it both ways. If the balance owing on the mortgage at the time of separation is to be used, that would be approximately \$490,000, then Mr. Mudge says the value of the home at separation should be used as well, that being \$605,000 prior to the deterioration of the state of the property. On the other hand, if the current value of the property is to be used between \$500,000 and \$550,000, then Mr. Mudge says the current balance of the mortgage should be used as well, that being \$450,000.
- [77] On the evidence before me, it is my opinion that Ms. Liu has neglected to maintain the property, and has allowed it to deteriorate. For example, the crayon marks on the wall are a clear indication that she has allowed someone, presumably the parties' son, to use the walls for the purposes of colouring.
- [78] JING LIU: Excuse me, Your Lord, that -- that's --
- [79] THE COURT: Please -- please --
- [80] JING LIU: -- mark in our relationship my son made it.
- [81] THE COURT: Please sit down.
- [82] JING LIU: Through our relationship --
- [83] THE COURT: Please sit down.

- [84] In my view, Mr. Mudge's proposal is the most appropriate and fair one in the circumstances. A value of \$550,000 is, in my view, a reasonable one, that takes into consideration the reason why the residence is in its current state of disrepair, and the fact that property values in the area appear to be increasing.
- [85] JING LIU: Excuse me, Your Lord, I write email to him --
- [86] THE COURT: Ms. --
- [87] JING LIU: -- I want to update the [indiscernible] --
- [88] THE COURT: Ms. Liu.
- [89] JING LIU: -- he said before --
- [90] THE COURT: Ms. Liu, please stop.
- [91] JING LIU: Sorry about -- sorry about --
- [92] THE COURT: No, please stop. It is now time for my decision.
- [93] JING LIU: Okay, Your Lord.
- [94] THE COURT: The property was purchased for \$625,000. Its value should have increased with the market had the property been maintained. The reason it has not is principally because of Ms. Liu's neglect of the property. Consequently, I agree with counsel for Mr. Mudge when he submits that Ms. Liu should not benefit from her actions towards the property.
- [95] JING LIU: Your Honour, the house prices is been dropping.
- [96] THE COURT: Ms. Liu. No, Ms. Liu, please sit down. These are my reasons for judgment.
- [97] Moreover, I am unconvinced when it comes to the expenses Ms. Liu says should be deducted from the sale price. I reject her claim with regard to the mortgage amount, tax, insurance, and other property related expenses. I am also unable to conclude that a loan of any sort was made by Ms. Liu's parents. The cheque that is attached to Ms. Liu's affidavit was never negotiated and I accept Mr. Mudge's evidence that he knows of no such debt to Ms. Liu's parents.
- [98] In summary, I find for the purpose of Mr. Mudge selling his half interest in the property to Ms. Liu, the value of the property is to be \$550,000. With Ms. Liu assuming responsibility for the current balance on the mortgage of approximately \$450,000, that leaves an equity of approximately \$100,000. From this amount the parties will share the administrative and conveyancing costs of transferring Mr. Mudge's half interest to Ms. Liu. If Ms. Liu wishes to purchase Mr. Mudge's one-half interest in the property, then unless they agree otherwise, she is to pay him one-half of the remaining equity amount.
- [99] THE INTERPRETER: I'm sorry, My Lord, could you repeat that sentence?

- [100] THE COURT: Very good, thank you.
- [101] If Ms. Liu wishes to purchase Mr. Mudge's half interest in the property, then unless they agree otherwise, they being Ms. Liu and Mr. Mudge, she is to pay him one-half of the remaining equity amount.
- [102] The sale of the home has lingered far too long. In my view, it would be appropriate to move promptly at this point regarding its sale. If Ms. Liu is going to purchase Mr. Mudge's half interest, she will have until the close of business on Thursday, 31 December 2015, to finalize and close the sale.
- [103] The next question is, what is to happen if Ms. Liu chooses not to purchase Mr. Mudge's half interest in the property, or is unable to do so?
- [104] On the evidence before me, Mr. Mudge has made every reasonable effort to have the property listed for sale. In my view, it has been Ms. Liu who has been obstructionist. There is no valid reason why this property could not have been listed for sale sooner. In the event the parties cannot reach an agreement whereby Mr. Mudge will sell his interest in the property to Ms. Liu, he will have sole conduct of its sale. The orders sought at paragraphs 2 and 3 of his notice of application are granted. Spousal Support/Child Support:
- [105] Ms. Liu wishes to have the amounts of spousal support and child support Mr. Mudge pays her for the years 2012 to 2014, inclusive, retroactively increased to reflect his actual income for those years.
- [106] Mr. Mudge opposes this retroactive assessment of his support obligations, arguing the judicial case conference order of Justice Macaulay provided for a review, but not a retroactive review. He also maintains that with respect to child support Ms. Liu has not met the legal criteria that are articulated in the case authorities, including *D.B.S. v. S.R.G.*, [2006] 2 S.C.R. 231 and *E.H.R. v. B.W.H.*, 2009 BCCA 573.
- [107] Mr. Mudge's support payments for the years in question were based upon a guideline income the parties agreed to at the judicial case conference. That was \$111,884. Mr. Mudge acknowledges that in 2012 his actual income was approximately \$152,000; in 2013 it was about \$150,000; and in 2014 it was around \$159,000. He anticipates his income for 2015 will be the same as last year.
- [108] The factors to consider on an application for retroactive child support include the following:
- a) the reason for any delay in seeking the increased support;
 - b) the conduct of the payor in relation to the child's support;
 - c) the past and present circumstances of the child, including the child's needs at the time the support should have been paid; and

d) whether the retroactive award might entail hardship.

[109] While Ms. Liu did bring an application to have the support obligations reviewed in May of 2014, it is unclear to me why this was not pursued in a timelier manner. Moreover, looking at the history of this case, it becomes clear that Mr. Mudge has been the driving force towards getting the matter to trial and resolved.

[110] JING LIU: Your Lord --

[111] THE COURT: On my assessment --

[112] JING LIU: Excuse me, Your Lord, I write -- every year I write email ask he provide the new report as the update to the -- to the child -- to the child support/spousal support [indiscernible] as evidence to show clearly --

[113] THE COURT: Ms. Liu --

[114] JING LIU: -- all the money paid --

[115] THE COURT: Ms. Liu, it is time for you to sit down so I can finish my reasons.

[116] JING LIU: Thank you.

[117] THE COURT: Thank you.

[118] In my opinion, the delay in getting all of the matters resolved in this family law case lies principally at the feet of Ms. Liu. At least two trial dates were adjourned at her request. This occurred while she maintained exclusive use of the family home. She collected the \$970 a month in rent for the suite in the family home and Mr. Mudge paid all of the expenses relating to the residence in lieu of his support obligations.

[119] As --

[120] JING LIU: Your Lord --

[121] THE COURT: -- for Mr. Mudge's conduct, in relation to the child support, the evidence supports the conclusion that he has made genuine attempts to live up to his obligations. He is not in arrears, and whenever FMEP has had concerns about the expenses he has claimed to have paid in lieu of paying Ms. Liu, or rejected some of those claims, Mr. Mudge has rectified the situation promptly. It also must not be forgotten that the parties' child resides with Mr. Mudge 50 percent of the time. As such, he incurs expenses for the child while the child is with him while still paying the full amount of child support to Ms. Liu. In my view, Mr. Mudge has been complying with his child support obligation.

- [122] Regrettably, there has been a significant amount of acrimony between Mr. Mudge and Ms. Liu. They have made accusations of misconduct on the part of each other. There are also signs that the child is, like many children in family law cases, caught in the middle between his parents. Having said all of this, there is no evidence to suggest that the child's needs were not adequately addressed from 2012 to 2014, or that the child is lacking in any material way.
- [123] JING LIU: Excuse me, Your Lord, my 2012 financial statement showed my debt from -- from my parents for the -- it's called a support.
- [124] THE COURT: Ms. Liu, I have reviewed the evidence. I have reviewed your financial statements. I am going to ask you to please sit down so I can finish my reasons. Thank you.
- [125] As I have noted more than once in these reasons, I find Mr. Mudge is the party who has acted responsibly by attempting to get this litigation resolved in a timely fashion. The same cannot be said of Ms. Liu. While an award of retroactive child support would not create significant hardship for Mr. Mudge, that is not a major or determinative factor in this case. Given what he has been paying and continues to pay Ms. Liu in child support and the fact that the parties' child resides with him 50 percent of the time, retroactively compelling him to pay Ms. Liu a greater amount of child support, would, in my respectful view, be grossly unfair to Mr. Mudge.
- [126] Ms. Liu's request for retroactive child support is denied.
- [127] I come to the same conclusion with respect to Ms. Liu's claim for retroactive spousal support. Ms. Liu holds a bachelor's degree in international business administration from a university in Shanghai, China. She has worked in the area of international finance and risk management, including a posting in London, England --
- [128] JING LIU: Yes, Your Lord --
- [129] THE COURT: -- although --
- [130] JING LIU: -- all the certificate not recognized. That is why I take course UVIC [indiscernible] take UVIC [indiscernible] --
- [131] THE COURT: Please sit down, Ms. Liu.
- [132] JING LIU: -- at the [indiscernible/overlapping speakers].
- [133] THE COURT: Please sit down.
- [134] Although English is not her first language, she is a talkative and energetic person who appears to do the best she can to express herself. As best I can determine she has successfully completed some post-secondary courses at UVIC and Camosun College.
- [135] JING LIU: No, I didn't --

[136] THE COURT: I accept --

[137] JING LIU: -- I didn't successful completed the course. I have -- I have the emails from the school and also the [indiscernible] course problem before I complete it -- before -- the first [indiscernible] not completed. Your Honour, I think a misunderstanding. When I apply [indiscernible] I want to improve my English. I just take course.

[138] THE COURT: Please sit down.

[139] While Ms. Liu may have had some challenges with her post-secondary education here in Victoria, I am not convinced they have been as serious as she claims. The fact of the matter is, she is an intelligent person who has professional experience in the field of international financial affairs and since arriving in Victoria has attended and taken additional courses at Uvic and Camosun College. Given the arrangement that the parties agreed to at the judicial case conference, and on the evidence presented on these applications, I am not persuaded that an order that Mr. Mudge pay Ms. Liu a greater amount of spousal support, retroactive to 2012, is justified in this case. Consequently, Ms. Liu's application for retroactive spousal support is denied. Ongoing Spousal Support/Child Support:

[140] Mr. Mudge accepts that going forward he should pay spousal and child support based upon his anticipated 2015 guideline income of a \$159,000. He also accepts that for the time being Ms. Liu's guideline income should remain at the amount that was agreed to at the judicial case conference.

[141] Given that the parties' son continues to reside part-time with each parent there will be a small set off when it comes to the child support. Based on the parties' guideline incomes Ms. Liu would owe Mr. Mudge \$36 per month in child support, and Mr. Mudge would owe Ms. Liu \$1,394 per month. After set off, Mr. Mudge will owe Ms. Liu \$1,358. I find that is the appropriate amount of interim child support.

[142] As for spousal support, the range is between \$3,317 and \$4,200. Mr. Mudge points to the fact that notwithstanding her advanced education and business experience Ms. Liu has not displayed much effort to become self-sufficient. I find there is merit to this argument. As such, I find an amount of spousal support slightly lower than the mid-range is appropriate. In my opinion, \$3,500 per month would be a fair and appropriate amount of interim spousal support.

[143] Before concluding these reasons I should, for the sake of completeness, address the relief sought at paragraphs 4 and 5 of Ms. Liu's application.

[144] At paragraph 4 Ms. Liu seeks an order that Mr. Mudge return the rental damage deposit and landscape deposit. Ms. Liu did not explain these deposits during her submissions, nor did she quantify them.

[145] THE INTERPRETER: Sorry, My Lord, she forgot to turn off her phone.

[146] THE COURT: It happens. You can turn it off. It is turned off, is it, Ms. Liu?

[147] JING LIU: It is, sorry, Your Lord.

[148] THE COURT: No, it happens. I understand.

[149] This portion of Ms. Liu's application is denied.

[150] As for paragraph 5, I am in no position to grant the relief sought. I have no idea what debris or junk Ms. Liu is referring to. She has been living in the residence since Mr. Mudge moved out in October 2011. I can only presume that any debris that has collected on the property since that time is associated with Ms. Liu and her son living at the residence.

[151] JING LIU: Excuse me, Your Lord --

[152] THE COURT: -- the relief sought at paragraph 5 is denied.

[153] JING LIU: Excuse me, Your Lord, the junk removal claims are really great because that's family [indiscernible] sit over there. When he left he only take his belonging --

[154] THE COURT: Okay.

[155] JING LIU: -- there are lots of [indiscernible] we store in the garage and the storage room. I only use one bedroom. One small bedroom is -- my -- my -- two bedroom, me and my son --

[156] THE COURT: Thank you, Ms. Liu. I am going to ask you to sit down, please, so I can finish my reasons.

[157] JING LIU: Yes, Your Honour. Order:

[158] THE COURT: In the result I make the following orders:

- a) Paragraph 1 of Mr. Mudge's application is granted. That is, Kathleen Bellamano is reappointed parenting coordinator for a term of 18 months from the date of today's order.
- b) For the purposes of Mr. Mudge selling his half interest of the family home to Ms. Liu, the value of the home will be deemed to be \$550,000. From that amount will be deducted the current outstanding balance of the mortgage, which will be assumed by Ms. Liu. Any expenses associated with the conveyance of title will be deducted as well. Ms. Liu will pay Mr. Mudge one-half of the remaining amount for his half interest in the property.
- c) Unless the parties agree otherwise, the sale of Mr. Mudge's one-half interest to Ms. Liu is to be completed and closed by 31 December 2015.
- d) In the event the sale of Mr. Mudge's half interest to Ms. Liu has not closed by 31 December 2015, then he will have exclusive conduct of sale of the property as set out in paragraphs 2 and 3 of his application.

- e) Ms. Liu's application for the return of security and landscaping deposits, paragraph 4 of her application, is denied. Her claim for expenses relating to debris and junk at the family home, paragraph 5 of her application, is also denied.

[159] JING LIU: Excuse me, Your Lord, the landscape deposit is holded by lawyer when we purchase house we have arbitration the [indiscernible] do \$30,000 of work so the -- the deposit still the lawyer hold it.

[160] THE COURT: Okay.

[161] JING LIU: So --

[162] THE COURT: Well, then that is something that you and Mr. Mudge can work out --

[163] JING LIU: Okay. Okay, Your Lord. Thank you. I just want to know.

[164] THE COURT: Ms. Liu's application for retroactive child support and spousal support, paragraph 6 of her application, is denied.

[165] The order of Mr. Justice Macaulay dated 19 March 2012 is hereby varied in the following ways:

- a) Mr. Mudge's guideline income is changed from \$111,881 to \$159,000.
- b) Paragraph 9 of the order is amended so that the amount of monthly child support payable by Mr. Mudge is increased from \$1,019 to \$1,358, effective 1 December 2015.
- c) Paragraph 10 of the order is amended so that the amount of monthly spousal support is increased from \$2,881 to \$3,500, effective 1 December 2015.
- d) The balance of Justice Macaulay's order remains in place.

[166] Those are my reasons.

[167] Mr. Gill, you will be drafting the order?

[168] MR. GILL: I'll be drafting the order, My Lord. In the circumstances would you dispense with Ms. Liu's written approval to the form of the order? Excuse me. I can certainly see that she will receive a copy as soon as it is entered.

[169] THE COURT: First off, Madam Registrar, the order is to come to my attention for review and signature. In light of that, the signature of Ms. Liu on the order is dispensed with.

[170] MR. GILL: Understood, thank you, My Lord. "G.R.J. Gaul J."

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