

CANADA / JUDGMENT

N.J.B. v. S.R.B.

2020 BCSC 400

COURT

Supreme Court of British Columbia

DECIDED

17 March 2020

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2020 BCSC 400 N.J.B. v. S.R.B.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:N.J.B. v. S.R.B.,
2020 BCSC 400
Date: 20200317
Docket: E14467
Registry: Chilliwack**Between:**N.J.B.
Claimant
And
S.R.B.
Respondent
Corrected Judgment: The text of the judgment was corrected at paras. 46, 53, 55 and 60 on March 31, 2020.
Before: The Honourable Mr. Justice Crabtree
Reasons for Judgment**Counsel for the
Respondent:**C.L. Gleeson
D.P. Harry
No other appearances**Place and Dates of Trial/
Hearing:**Chilliwack, B.C.
December 19 & 23, 2019
January 16, 2020

Place and Date of
Judgment:

Chilliwack, B.C.

March 17, 2020

INTRODUCTION

[1] This matter came on for trial commencing December 19, 2019.

[2] The family law claim was initiated by the claimant, Ms. N.J.B., on June 9, 2017.

The response and counterclaim were filed by the respondent, Mr. S.R.B., on September 20, 2017.

[3] Counsel for the respondent advised that the claimant was previously represented by counsel. However, claimant's counsel withdrew in 2018 and the claimant represented herself since that time. Over the past year, the claimant has not been involved in the proceedings.

[4] The claimant was personally served with notice of the Trial Management Conference ("TMC") scheduled for September 30, 2019, and a notice of trial commencing December 16, 2019. The claimant failed to attend the TMC. At the TMC, Madam Justice Tucker ordered the parties to exchange updated Form 8 Financial Statements by November 1, 2019. The claimant failed to file an updated Form 8. On the trial date, the claimant did not appear and the matter proceeded in her absence.

DIVORCE

[5] The parties were married in May 1996. There are two children of the marriage: K.B., born [D.O.B.], 1999; and, T.B., born [D.O.B.], 2003, (collectively the "Children").

[6] The parties separated in April 2017, and have not resumed cohabiting together since that date. Based on the evidence of the respondent, I am satisfied the necessary grounds are established to grant the divorce.

CHILDREN

[7] During the course of the marriage, the Children were in the care of both parents. At separation, the claimant left the family home, while the Children remained in the care of the respondent. Since the separation, there has been limited contact between the Children and their mother. The Children had a brief exchange with their mother at her place of employment; but since that time, the mother has had no parenting time with the Children.

[8] The parties engaged in mediation with Ms. Arlene Henry, Q.C., in an effort to resolve the outstanding issues. The mediation resulted in the resolution of a number of issues, including putting in place a process to address the Children's relationship with their mother, child support, and certain aspects related to the division of family property.

[9] The mediated agreement was reduced to "Minutes of Settlement", dated February 16, 2018. The Minutes of Settlement provided (at p. 2, item "H") in part, "that most of [the] settled terms [would] be included in a consent order, prepared and filed by their legal counsel in the Supreme Court."

Guardianship and Parenting Time

[10] I will first address guardianship and parenting time. As noted earlier, the Children have had limited contact with the claimant since she left the family residence, in April 2017. In the Minutes of Settlement, the parties acknowledged they were not sufficiently skilled, by themselves, to address the relationship between the mother and the Children. It was their intention to engage Dr. D. Knapton, to help create and guide a process to reconnect the claimant with the Children.

[11] The claimant had made arrangements to meet with the child psychologist to further her relationship with the Children. Mr. Barnes testified that Dr. Knapton continues to be involved in counselling the Children. Unfortunately, there has been no involvement by the claimant with Dr. Knapton to develop a parenting plan. The Children are now ages 16 and 20.

[12] The respondent seeks an order for sole custody and guardianship of the Children. In light of the lack of contact since separation, the court orders the respondent shall have sole guardianship and custody of the child, T.B. The respondent sought relief under the Divorce Act, R.S.C. 1985, c. 3 (2nd Supp.) [Divorce Act] and the Family Law Act, S.B.C. 2011, c. 25 [FLA] but did not specify under which provisions relief was sought. K.B. is 20 years of age, but remains a child of the marriage and continues, given his attendance at university, to be supported by his father, as discussed below. In the FLA, the definition of "child" includes a child under the age of 19, except for parentage and child support matters. The Divorce Act does not have a similar exception. With respect to the child K.B., given his age, I decline to make the guardianship and custody order sought by the claimant. In my view, it is not necessary to do so in the circumstances.

Child Support

[13] I now turn to the claim of child support payable to the respondent. The older child, K.B., is in full-time attendance at university and remains in the support and care of his father. The younger child, T.B., resides in the family home, with his father.

[14] Child support was the subject of a consent order entered into September 18, 2017. Based on the claimant's imputed income of \$36,000 per year, child support of \$554 per month was ordered in accordance with the Child Support Guidelines. The arrangement was confirmed in the Minutes of Settlement.

[15] At the time of separation, the claimant was employed as a conveyancer at a real estate company in Chilliwack, B.C., earning approximately \$36,000 annually. She left the position over one year ago and found new employment working as a receptionist at a real estate office in Abbotsford. The claimant is reportedly no longer working at this place of employment. The claimant did not file the updated Form 8 and as a result, her current circumstances are unknown.

[16] The Family Maintenance Enforcement Program ("FMEP") continues to collect funds for the last four months that have been applied toward the monthly maintenance amount and the arrears previously accumulated. The respondent submits it would appear that the claimant has a current source of funds.

[17] Based on the circumstances, the existing order shall remain in effect with the claimant paying the sum of \$554 per month in child support. This order shall continue until further agreement of the parties, or order of the court.

[18] Evidence at trial reveals there are arrears of maintenance outstanding of \$6,131.99, as of December 10, 2019. The arrears of maintenance are confirmed as of that date, less any amounts collected by FMEP to the date of this judgment.

SECTION 7 EXPENSES

[19] The respondent claims the sum of \$16,921.29 for extraordinary expenses related to the Children, incurred between May 9, 2017 and December 19, 2019. The respondent submits that the claimant is responsible for one-half, or \$8,460.64.

[20] I will breakdown the claim into two parts. The first is for the period May 9 to November 22, 2017. This claim appears to overlap, in some respects, with extraordinary expenses addressed in paras. 6 to 9 of the Minutes of Settlement which state:

6. [Ms. N.J.B.] agreed that [Mr. S.R.B.] be reimbursed from the RESP the amount of \$1,515.42 which represents the balance of monies spent by [Mr. S.R.B.] in respect of [K.B.]'s tuition (fall & winter) and dorm.

7. [Ms. N.J.B.] requested and received a copy of a list of the items which were purchases to outfit [K.B.]'s dorm, which items totaled \$1,925.13. [Ms. N.J.B.] agreed to pay to [Mr. S.R.B.] the sum of \$962.57 being one half of the items purchased.

8. [Ms. N.J.B.] requested and received a copy of a Statement from [T.B.]'s school and a list of equipment both setting out monies paid on his behalf with respect to his outdoor program by all sources since the Date of Separation.

9. The total amount of [T.B.]'s equipment expenses for outdoor education is \$1,187.91 and [Ms. N.J.B.] agreed to pay [Mr. S.R.B.] the sum of \$593.96 being one half of the expense.

[21] The claim advanced at trial is for a number of expenditures for similar related items, in addition to new items not addressed at the mediation.

[22] The second aspect of the claim is for expenditures the respondent incurred for the Children from February 17, 2018 to December 19, 2019.

[23] In *M.S. v. K.S.*, 2019 BCSC 1458 [M.S.], Madam Justice Horsman addressed the issue of retroactive s. 7 expenses and summarized the law as follows:

[85] The principles set out by the Supreme Court of Canada in *D.B.S. v. S.R.G.*, 2006 SCC 37 [D.B.S.] apply to a claim for retroactive s. 7 expenses: see *Semancik v. Saunders*, 2011 BCCA 264 [Semancik] at para. 38. The factors to be considered in determining whether a retroactive award is appropriate, as set out in *D.B.S.* at paras. 199-116, include: whether the recipient parent has a reasonable excuse for why the order was not sought earlier; blameworthy conduct on the part of the payor parent; the circumstances of the child; and whether any hardship would be caused by a retroactive award.

[86] Where the application for a retroactive order relates to s. 7 expenses, it is particularly important that the recipient parent has informed the payor parent in a timely manner of the details of the expenses as they occur: *Semancik* at paras. 55-57.

[24] In summary, the test for retroactive s. 7 expenses is:

1. whether the recipient parent has a reasonable excuse for why the order was not sought earlier;
2. blameworthy conduct on the part of the payor parent;
3. the circumstances of the child; and
4. whether any hardship would be caused by the retroactive award.

[25] In regard to the first part of the claim, it is unclear why at this point a claim to additional extraordinary expenses is being advanced, given what appears to be the resolution of this issue in the Minutes of Settlement. In my view, a number of the specific amounts claimed are for items that would properly be included in a regular support amount. Taking into account all the circumstances enumerated above, I find that the parties shall be responsible for prior extraordinary expenses for related medical, health and counselling expenses totaling \$2,362.06. The claimant's share is \$1,181.03. The claimant's share of the amount agreed to in the Minutes of Settlement is \$1,556.52, for a total owing up to November 2017 of \$2,737.55.

[26] With respect to the expenses incurred after entering into the agreement, should an order be made retroactively to cover this aspect of the claim?

[27] The claimant was aware, in a general sense, of expenses incurred by the respondent that went beyond those addressed in the Guideline maintenance amount. The claimant, by disengaging herself from the proceeding, thwarted the timely resolution of the issues.

[28] In my view, it is appropriate in the circumstances to award retroactive extraordinary expenses for this period, as well. The respondent claims the total sum of \$5,373.83 in relation to this part of the claim. In determining the appropriate amount, I note there is a lack of information regarding the Children. The financial circumstances of the older child are not known and it is difficult to assess his ability

to contribute to such expenses. Some of the expenses incurred for both Children are those which would normally be captured by the payment of child maintenance. Others do not fall strictly within what would normally be considered as extraordinary expenses.

[29] Having reviewed the specific items claimed, I fix the second claim at \$2,998.86, representing the costs associated with medical, dental, prescriptions, eyewear, counselling and the driver program expenses. The claimant is responsible for one-half or \$1,499.43.

[30] Accordingly, the claimant is responsible for extraordinary expenses totalling \$4,236.99.

FAMILY ASSETS

The Family Residence

[31] The single most significant family asset is the parties' former Matrimonial Home (the "Matrimonial Home"). The respondent has continued to reside with the Children in the home since April 2017, when the claimant moved out. It is the respondent's intention to continue to reside in the former Matrimonial Home with the parties' youngest son.

[32] The respondent submits that he should be permitted to purchase the claimant's interest in the family home, less the necessary adjustments to satisfy the outstanding family debt and amounts claimed.

[33] The former Matrimonial Home was appraised at \$570,000.00, by Fraser Valley Appraisals Ltd. on October 28, 2019. The appraisal is an updated assessment based on the observed condition of the property and dwelling, viewed on January 22, 2018. I find the value of the former Matrimonial Home to be as appraised in October 2019.

Personal Property Items

[34] Four chattels were the subject of the Minutes of Settlement. They are:

- a Flagstaff travel trailer;
- a 2008 Suzuki King Quad;
- a 2009 Suzuki Ozark; and,
- a 2014 Chevy Silverado.

[35] The parties agreed to have the items of property appraised; however, this was not done. The respondent testified the first three assets (the trailer, and the two quad vehicles), were sold for a total of \$26,700.00. The respondent testified that the 2014 Chevy Silverado truck is no longer in possession of the claimant, as it has been seized and was disposed of.

[36] The respondent's position is that the sale proceeds of these assets be divided equally and the claimant receive one-half of the sale proceeds, which equals \$13,350.00.

The Company

[37] The Company through which the respondent operates his plumbing business is a family asset. The respondent is a plumber by vocation, working primarily in the marine plumbing but he also performs residential and commercial work, as well. The business has one employee, the respondent who conducts all the business. The Company owns a vehicle and the tools required to undertake the work. The respondent, in his testimony, confirmed the Company owns no real estate and the business operates out of the family home.

[38] In essence, the respondent is the Company and without him, the business has very little value. After the separation, the respondent became aware that the Company had significant outstanding amounts owed for GST and Income Tax. The claimant, a bookkeeper, was responsible for looking after the Company's financial records and payment of accounts. The respondent described how, leading up to the

separation, the claimant was not properly performing her duties with the Company which resulted in remittances and payments not being made and the corporate debt to increase. As noted in the following section regarding Family Debt, the respondent has made significant efforts to reduce the amounts owing.

The RRSP Accounts and CPP Benefits

[39] With respect to pensions and registered retirement saving plans ("RRSPs") both of these items were addressed in the Minutes of Settlement. At para. 12, it was agreed that the parties would "equalize their respective interests in CPP". On this basis, the CPP benefits accumulated during the marriage should be equalized.

[40] With respect to RRSPs held by the parties, para. 13 of the Minutes of Settlement provides that: "The parties agree to equalize their respective RRSP holdings by way of a tax-free rollover." This has yet to be done.

[41] The Minutes of Settlement provide no information setting out the RRSPs held by each party. Each party disclosed in their initial Form 8 that they held an RRSP with the DLD Financial Group, but no details were included. Further submissions were received following the first day of hearing. Counsel for the respondent provided summaries of both parties' RRSPs, as disclosed following the parties' separation, as well as the respondent's current summary. No current summary is available for the claimant's RRSP account, because she failed to provide an updated Form 8 as ordered at the TMC. However, a review of the documentation provided sets out the value of the respondent's RRSP accounts as of November 10, 2017, totalling \$40,555.56. The current value of the same RRSP accounts is \$41,495.55. As of October 25, 2017, the claimant's RRSP funds totaled \$15,963.44.

[42] The respondent submits that each party should retain the RRSPs registered in their name. The difficulty with this approach is that it does not reflect the disparity between the two accounts that existed near the time the Minutes of Settlement were entered into. It is acknowledged that the claimant failed to provide the updated Form 8 which she was directed to do, and the current information and value of the RRSPs owned by her is not presently known. To achieve a fair allocation of this family asset and give effect to the parties' intention consistent with the Minutes of Settlement, the accounts can be equalized using the 2017 balances:

Claimant's RRSP totals as of October 25, 2017

\$15,963.44

Respondent's RRSP totals as of November 10, 2017

\$40,555.56

Difference

\$24,592.12

Equalization (rollover to the claimant)

\$12,296.06

[43] To achieve an equal division, each party shall keep their respective RRSPs, with the exception that the respondent will rollover to the claimant's RRSP the sum of \$12,296.06 by way of a tax-free spousal rollover, to achieve an equal division of this asset. The respondent submits that to give effect to this arrangement, the respondent requests an order that the parties complete and file a CRA Form T2220.

[44] In summary, the family assets to be divided are those listed above. Leaving aside the equalization of the RRSP accounts which will be addressed by way of a tax-free rollover to the claimant; the remaining assets are comprised of one-half of the value of the family residence and one-half of the sale proceeds of the personal items of property. The value of these two items totals \$298,350, which the claimant is entitled to, less her share of the family debt, as discussed below.

FAMILY DEBT

[45] A review of the respondent's evidence and the documents exhibited at trial establish that significant debt was incurred during the course of marriage. The amount of the debt increased post-separation, due to the interest incurred on the outstanding debt. The debt includes a claim for expenses incurred in maintaining the home and for repairs, consisting of payment of property taxes, property insurance and a carpet. The amounts paid since separation are all properly characterized as family debt: see *Ostere v. Harding*, 2017 BCCA 157 at para. 22.

[46] In addition, income tax owing during the marriage for the respondent and the closely held Company through which the respondent conducted his plumbing business was owed.

FAMILY DEBT

Category

Amount

1.

RBC Mortgage of Family Home: \$197,672.58

2.

RBC Line of Credit: 54,454.00

3.

House Expenses and Improvements since separation: 12,510.36

4.

Interest paid on RBC Line of Credit since separation: 6,370.55

5.

Interest paid on RBC Mortgage since separation: 21,882.20

6.

Personal and Corporate Visa debt at time of separation and interest owed since then:

51,436.47

7.

Amount paid to CRA since separation for Corporate Taxes accrued during the marriage:

39,571.50

8.

Balance owing to CRA for Corporate Taxes accrued during the marriage:

36,194.88

9.

Amount paid to CRA since separation for Personal Taxes accrued during the marriage:

22,250.00

10.

Balance owing to CRA for Personal Taxes accrued during the marriage:

3,923.79

11.

Funds withdrawn post-separation from the Line of Credit: 11,044.00

Total:	\$457,310.33 [47] During the hearing, the issue of occupation rent was raised. [48] The legal framework for occupational rent in a family law context was usefully set out by Madam Justice Fleming in <i>J.D.G. v. J.J.V.</i>, 2016 BCSC 2389 at paras. 225-227: [225] JG's claim for occupation rent is relevant at this stage. Such claims are frequently advanced in family law cases. The leading cases in British Columbia are: <i>Stasiewski v. Stasiewski</i>, 2007 BCCA 205 and <i>Oyama v. Oyama</i>, 2009 BCCA 114. As noted by Justice Willcock in <i>L.M.R. v. J.F.R.</i>, 2010 BCSC 363 at paras. 33-36, <i>Oyama</i> does not alter the approach to occupation rent in family cases as set out in <i>Stasiewski</i>. [226] At common law, a co-tenant is entitled to claim occupation rent when he or she has been ousted from property. Absent an ouster from the property, there is no claim. However, if the tenant in possession seeks to recover property expenses from the departed tenant, the court retains a discretion to set off occupation rent against the expense claim. There is no absolute right to such a claim or set off. Occupation rent is an equitable remedy (<i>L.M.R.</i> at paras. 27-29, 31-32). [227] In <i>Stasiewski</i> the Court of Appeal held that in family proceedings occupation rent is not a stand-alone claim but should be considered in deciding whether to order an unequal division of family property. In <i>Shen v. Tong</i>, 2013 BCCA 519 [Shen], Justice Smith in concurring reasons identified the objective of an award for occupation rent as doing what is "'just and equitable' between the parties, albeit within the parameters of s. 65(1) of the FRA" (at para. 94). [49] In this case, occupational rent was not pled. In <i>Shen and Kirton v. Mattie</i>, 2014 BCCA 513, the Court expressed concern whether a claim ought to be allowed in these circumstances. [50] As previously noted, the Royal Bank of Canada obtained a judgment (the "RBC Judgment") solely against the claimant. The RBC Judgment was registered against the former family residence, located in Chilliwack, B.C., in the amount of \$27,000. The RBC Judgment was obtained on June 27, 2018, 10 months following the separation of the parties. The respondent has no knowledge as to how or when the debt was incurred. [51] A review of the documentation filed in connection with the claim for the debt does not assist. Given the lack of information and as the RBC Judgment was obtained post-separation, I fix the family debt portion to be one-third of the amount. Therefore, the parties are jointly responsible for \$9,000.00 and the claimant is responsible for the balance. On this basis, the claimant owes \$22,500.00 of this amount. SUMMARY [52] In summary, the respondent wishes to retain the family home, as both he and the Children wish to continue to reside there. He proposes to pay out the claimant's interest to her. I accept the current appraisal which values the home at \$570,000.00. I also find that the personal property referred to in para. 36 was sold for \$26,700.00. The total amount of family assets is \$596,700.00, with the claimant being entitled to one-half of this amount. [53] I find the claimant's share of the family debt amounts to one-half of \$457,310.33, the amount specified in the table located at para. 46, for a total of \$228,665.17. [54] In addition, the following amounts shall be paid to satisfy the outstanding RBC Judgment, as registered against the claimant's share of the family home, the arrears of maintenance and the part 7 expenses as follows: RBC Judgment Payout: \$22,500.00
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Child Support Arrears:	\$6,131.99
Part 7 Expenses:	\$4,236.99
	[55] Based on the foregoing, the claimant's share of the family assets is calculated as follows:
	Family Assets
Residence:	\$570,000.00
Personal Property:	26,700.00
Total:	\$596,700.00
Claimant's one-half share of the Family Assets:	\$298,350.00
Less:	
Claimant's one-half share of Family Debt:	(\$228,655.17)
	RBC Judgment
	(22,500.00)
	Child Support Arrears
	(6,131.99)
	Retroactive Extraordinary Expenses
	(4,236.99)
Balance Owing to Claimant:	\$36,825.87

JUDGMENT

[56] On the basis of the foregoing, judgment shall be granted as follows:

- a) subject to s. 12 of the Divorce Act, the claimant, Ms. N.J.B., and the respondent, Mr. S.R.B., who were married at Chilliwack, British Columbia in May 1996, are divorced from each other, the divorce to take effect on the thirty-first (31st) day after the date of this Order;
- b) the respondent shall have sole custody and guardianship of the child, T.B., pursuant to the Divorce Act (Canada);
- c) the claimant is imputed to have a gross annual income of \$36,000;
- d) the claimant shall pay to the respondent, the sum of \$554 per month in child support for the Children, on the first day of each month commencing February 1, 2020, and continuing on the first day of each month thereafter, for as long as the Children are eligible for support under the Divorce Act (Canada) or until further agreement of the parties or further order of the court;
- e) no spousal support shall be payable by either party. The parties will each support themselves. All spousal support claims are hereby dismissed;

- f) the claimant is entitled to a one-half interest in the former Matrimonial Home valued at \$570,000.00 less:
- the RBC Mortgage in the sum of \$197,672.58; and
 - the RBC Line of Credit in the amount of \$54,454.00;
- g) the claimant is further entitled to one-half of the sale proceeds of the various pieces of equipment, which equal \$13,350.00; and
- h) collectively, the net sale proceeds and one-half of the equipment sale proceeds represent the respondent's one-half of the value of the family property. From this amount, shall be deducted the following amounts:
- i. one-half of the RBC Mortgage interest payments, from the date of separation to November 30, 2019, paid by the respondent in the amount of \$10,941.10;
 - ii. one-half of the RBC Line of Credit interest payments from the date of separation to November 2019, paid by the respondent in the amount of \$3,185.27;
 - iii. one-half of the personal and corporate Visa debt and interest in the amount of \$25,718.23;
 - iv. one-half of the household improvements, taxes and insurance in the amount of \$6,255.18;
 - v. one-half of the amount paid toward the Company to the CRA for tax arrears, in the amount of \$19,785.75;
 - vi. one-half of the remaining amount outstanding by the Company to CRA for tax arrears, in the amount of \$18,097.44;
 - vii. one-half of the payments made to the CRA for the respondent's personal tax arrears, in the amount of \$11,125.00; and
 - viii. one-half of the amount owing to the CRA for the respondent's tax arrears accrued prior to separation, in the amount of \$1,961.89.
 - ix. one-half of the funds withdrawn post-separation from the Line of Credit in the amount of \$5,522.00.
- [57] In addition, the following sums shall be deducted from the balance of the claimant's share of the family assets:
- a) the sum of \$22,500.00, the claimant's share of the sum negotiated to satisfy the RBC Judgment obtained against the claimant and registered against the family residence, shall be deducted from the claimant's interest;
 - b) the outstanding child support arrears of \$6,131.99; and,
 - c) the retroactive extraordinary expenses of \$4,236.99.

- [58] By no later than May 1, 2020, subject to any extension that may be required by the respondent's bank, as approved by the court, the Registrar of Land Titles shall, upon receipt of a certified filed copy of this order, transfer the Matrimonial Home located at [address redacted], Chilliwack, British Columbia, and legally described as [PID redacted] to the respondent [Mr. S.R.B.], as his sole and separate property absolutely on the following terms:
- a) The respondent shall indemnify and save the claimant harmless in respect of the RBC Mortgage account [number redacted] having an outstanding balance of approximately \$197,672.58 as at December 10, 2019, and the respondent shall indemnify and save the claimant harmless in respect of the RBC Line of Credit account [number redacted] having an outstanding balance of approximately \$54,454 as at December 10, 2019 (collectively, the "RBC Homeline Plan");
 - b) The respondent shall provide to the claimant proof in writing from RBC Bank of the Release of the claimant from any liability for the RBC Homeline Plan;
 - c) The Matrimonial Home shall be remortgaged in the respondent's name alone, if necessary, and the claimant shall be released from any liability under the RBC Homeline Plan; and,
 - d) The transactions for the transfer of the Matrimonial Home and the payment of the amounts due to the claimant, in accordance with this order shall be pursuant to the usual solicitor's undertakings.
- [59] The signature of the claimant [Ms. N.J.B.] on the Form A Land Title Transfer of the Matrimonial Home, in accordance with this order, is hereby dispensed with. The respondent [Mr. S.R.B.] shall sign the Form A on behalf of the claimant to transfer the Matrimonial Home to the respondent, in exchange for the Settlement payment provided for in paragraph 60 of these reasons.
- [60] The respondent shall pay to the claimant the sum of \$36,825.87 and equalize the RRSP accounts as provided in paragraph 62 (the "Settlement payment") on or before May 1, 2020, in full and final settlement of all family property claims including spousal support claims, retroactive s. 7 special and extraordinary expenses, retroactive child support to December 31, 2019, and all other family debt claims between the parties and the RBC Judgment obtained against the claimant.
- [61] The respondent shall retain the Company for his own use, absolutely, free and clear of any claim by the claimant. The respondent shall retain the debts and assets of the Company, and he shall indemnify and hold the claimant harmless with respect to any and all debts and liabilities of the Company, including but not limited to the Company's CRA tax debt.

- [62] The claimant and the respondent shall keep their RRSPs registered in their respective names, with the exception that the respondent will rollover to the claimant \$12,296.06 in RRSPs from the respondent's RRSPs, by way of a tax-free spousal rollover, as an equalization of the RRSPs. The parties must complete and file a CRA form T2220, which is the mandatory form required to give effect to the tax-free spousal rollover from the respondent's RRSP to the claimant's RRSP.
- [63] Except as otherwise set out in this order, each of the parties shall retain their own assets in their current name or possession, absolutely, free and clear of any claim by the other and each shall pay their own debts and liabilities, including but not limited to their own CRA tax debt; and each shall indemnify and hold the other harmless therefrom.
- [64] This Court further orders that the requirement for the claimant [Ms. N.J.B.] to sign this order, or any documents required to give effect to the order, is hereby dispensed with.
- [65] Either party is at liberty to apply to the court for further directions as to this order.
- [66] Except as set out herein, the parties' claims in this action are hereby dismissed.
- [67] The respondent, Mr. S.R.B., is entitled to costs at Scale "B".
- "T.J. Crabtree J."
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