
CANADA / JUDGMENT

Natanj v. Nasiri

2018 BCSC 1122

COURT

Supreme Court of British Columbia

DECIDED

6 July 2018

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

2018 BCSC 1122 Natanj v. Nasiri

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Natanj v. Nasiri,

2018 BCSC 1122

Date: 20180706

Docket: E153576

Registry: Vancouver

Between:

Maryam Natanj

Claimant

And

Gholamabbas Nasiri

Respondent

Before: The Honourable Madam Justice Fitzpatrick

Reasons for Judgment

Counsel for the Claimant:

A. Huang

P. Kenney, Q.C. (March 26, 28, 2018)

Counsel for the Respondent:

H. Faramarzi

Place and Date of Trial:

Vancouver, B.C.

November 20-24, 27-30,

December 1, 2017

January 15-19, 22, February 13, March 26, 28-29, 2018

Place and Date of Judgment:

Vancouver, B.C.

July 6, 2018

INTRODUCTION

- [1] In May 2009, the claimant Maryam Natanj and the respondent Gholamabbas Nasiri were married in an unusual way. All of the participants, including the bride, were present in Iran, with the exception of the groom. Mr. Nasiri was physically in Canada where he lived at the time. He "attended" verbally via the telephone and he also appeared visually via Skype, a well-known Internet program.
- [2] In December 2009, Mr. Nasiri briefly visited Ms. Natanj in Iran for a wedding celebration. In early 2010, Ms. Natanj moved to British Columbia to be with Mr. Nasiri. Unfortunately, the union did not last and they separated approximately four years later in November 2013.
- [3] Initially, Ms. Natanj sought a divorce, equal division of family property and debt, enforcement of an Iranian marriage agreement and spousal support. She abandoned her claim for enforcement of an Iranian marriage agreement during her argument.
- [4] In turn, Mr. Nasiri seeks an annulment of the marriage, alleging that Ms. Natanj only married him in order to obtain her Canadian citizenship. Alternatively, he seeks a division of assets and reapportionment, if necessary. He opposes any spousal support award in favour of Ms. Natanj.

BACKGROUND FACTS

- [5] Mr. Nasiri is 46 years of age. He was born in Iran and came from a large family, the majority of whom are university educated. His parents and most of his siblings still live in Iran. He attended university in Iran, studying agricultural engineering and obtaining his degree in 1994. He worked in the engineering field in Iran after finishing his studies.
- [6] In the late 1990s, he decided to immigrate to Canada. Mr. Nasiri arrived in Canada in July 2003. Like the story of many immigrants, Mr. Nasiri found it difficult to find employment in his field. Instead, he worked at a variety of entry-level positions; in addition, in 2006, he

went back to school to upgrade his skills. Eventually, in 2007, Mr. Nasiri found a contract position working as a draftsman, while also performing his other jobs. In September 2008, after gaining more experience, Mr. Nasiri obtained his current position as a draftsman with Knight Piesold Ltd. His starting salary was \$62,000.

- [7] Ms. Natanj is now 36 years of age. She was also born in Iran and also came from a large family. While in Iran, Ms. Natanj lived with her family. She has four siblings: an elder brother Mohsen; two younger sisters, Marzieh and Sara; and her younger brother, Hamidreza. I will describe Marzieh Natanj and Sara Natanj as Marzieh and Sara simply for the sake of distinguishing them from Ms. Natanj, the party. Ms. Natanj describes having a wealthy family. The Natanj sisters describe their relationship as close and supportive.
- [8] Ms. Natanj, like her parents, is university educated, having earned a Bachelor degree in English Translation. She speaks and reads English to some extent, although she said she required the services of an interpreter for some portion of her evidence at this trial.
- [9] Marzieh and Sara testified on behalf of Ms. Natanj. Sara was educated in English to some degree and is now taking English courses here in British Columbia. Marzieh lived and worked in Iran as a university lecturer, and also with a financial company, until August 2017. Marzieh then moved to Norway where she is currently studying business administration. Both Natanj sisters also said they required the services of an interpreter for their evidence although, like Ms. Natanj, they were able to understand some of the English questions.
- [10] While in her early 20s, and presumably after university, Ms. Natanj began working at the Keshavarzi Bank, which the parties referred to as the "Bank" or the "Agricultural Bank", as I will. At the time she started at the Agricultural Bank, her father worked there too. As with many types of employment, Ms. Natanj's salary at the Agricultural Bank rose from time to time, and was \$1,000 per month by early 2010.
- [11] The path that led to the parties' introduction and marriage is what is typically described as an "arranged marriage".
- [12] The main connection between the families was through agricultural jobs in Iran and connections at the Bank. Many of Mr. Nasiri's family members worked in the agricultural field and many either had jobs at the Bank or were customers of the Bank. Mr. Nasiri's family knew and liked Ms. Natanj's father. The Nasiri family also knew of Ms. Natanj, although she worked at a different branch of the Bank.
- [13] In early 2009, after some time at his new employment, Mr. Nasiri had sufficient financial resources and vacation time to plan his first trip back to Iran to see his relatives. His plan was to travel back in March 2009, which is the Iranian New Year holiday. The Nasiri family in Iran saw his visit as a perfect opportunity for Mr. Nasiri to meet his future wife. They seized upon Ms. Natanj as a candidate.

- [14] One day in early 2009, some Nasiri family members contacted Ms. Natanj's mother and asked to have an introductory meeting. That meeting apparently went well because that gave rise to the suggestion that the parties should establish communications through the Yahoo Messenger program on the Internet. Mr. Nasiri preferred to have a face-to-face meeting with Ms. Natanj while he was in Iran.
- [15] On or about March 17 or 18, 2009, Mr. Nasiri arrived back in Iran. The parties have differing versions of what happened in Iran.
- [16] Ms. Natanj says that they immediately went out together and they continued to see each other daily throughout Mr. Nasiri's visit. Sara also says that this occurred when she witnessed Mr. Nasiri coming to their home during that time.
- [17] Mr. Nasiri says that he first met Ms. Natanj a couple of times after his arrival. He also says that they only met three to four times. On all those occasions except one, they were in the company of chaperones, namely some of his family members. Mr. Nasiri says that they did have one time together, when they went for a drive. For the reasons set out below under "Credibility", I accept this evidence.
- [18] Ms. Natanj says that the whole purpose of these "dates" was toward a possible marriage. Mr. Nasiri did not disagree with this explanation for these "dates". In fact, he says that during the date when they were alone on the drive, the subject of marriage expressly came up. More about the discussion during this drive is discussed below in relation to the reasons for the marriage.
- [19] By the time Mr. Nasiri returned to Canada in early April 2009, after about two weeks, there was some consensus about proceeding toward a marriage. In fact, both parties had their blood tested during Mr. Nasiri's time in Iran, presumably as required by Iranian law. After Mr. Nasiri returned to Canada, the parties continued to communicate daily by telephone or Yahoo Messenger. His plan was for them to get to know each other and that he would return to Iran in December 2009 to continue their courtship. His intention was that if they still liked each other enough at that time, the marriage would be planned after that visit.
- [20] Both parties disagree as to why this initial plan was not followed. Ms. Natanj says that the decision to marry earlier was hastened by Mr. Nasiri's family. Ms. Natanj said that the reason to speed up the process arose because the immigration laws were about to change and that might affect Ms. Natanj's prospects in Canada; further, Mr. Nasiri's family wanted to have the wedding before the start of an Iranian holiday. Mr. Nasiri suggests that the decision to speed up the marriage was due to Ms. Natanj's advice that her uncle would try to prevent the marriage if they didn't get married right away. For the reasons set out below under "Credibility", I accept Mr. Nasiri's version of events.
- [21] At some point, May 3, 2009 was chosen for the wedding. Since she was in Iran, Ms. Natanj did most of the preparatory work for the wedding.

- [22] The marriage was held in a Marriage Commissioner's office on May 3, 2009, in the town of Shiraz, Iran. The Marriage Commissioner, Mr. Dastgheyb, officiated at the ceremony. This event did not include what many would expect of a traditional marriage ceremony, namely the physical presence of the groom. Rather, in a "new age" version of the event, Mr. Nasiri remained in Canada and intended to "attend" via a Skype feed on a laptop. Mr. Nasiri got up at 4 a.m. and showered and shaved for the occasion, which started around 5 a.m. Vancouver time.
- [23] The wedding event, conducted mostly in Farsi, was largely captured on a homemade video taken by Ms. Natanj's older brother, which Ms. Natanj relied on in her evidence. That video indicates that, as Ms. Natanj describes, there were over 20 people in attendance, most of whom were members from both families. Ms. Natanj was also there, sitting with the other women and separate from the men also attending. The men sat together at the other side of the room where Mr. Dastgheyb was located.
- [24] The event was chaotic, certainly from Mr. Nasiri's point of view. Mr. Nasiri describes that the Skype connection was not good. To assist, the audio was provided by someone's cellular phone which was passed around at times so that various people could talk to Mr. Nasiri, who was also on his cellphone. Often he could not see on the laptop screen who he was speaking to. From time to time, the phone disconnected. Mr. Nasiri tried to call his family members to tell them that he couldn't hear properly and this resulted in the phone being handed to Ms. Natanj. He clearly had difficulty communicating with Mr. Dastgheyb, since at one point, he wrote "YES" on a piece of paper and put it up for view on Skype. Mr. Nasiri did not understand the Arabic portion of the ceremony as read out by Mr. Dastgheyb.
- [25] At one point in the ceremony, when Mr. Dastgheyb was reading aloud, Mr. Nasiri heard words spoken that he says shocked him. These words related to what I will define below as the "Marriage Agreement".
- [26] To avoid any difficulty with the signing of documentation, Mr. Nasiri had provided his brother, Gholamhossein Nasiri, with a power of attorney.
- [27] This video was accompanied by a translation of the spoken Farsi. Some words spoken by Mr. Dastgheyb were in Arabic, although Ms. Natanj did not submit any translation of those parts by a properly qualified translator. Accordingly, only the incomplete and Farsi translation of what was said at the ceremony is properly before the Court.
- [28] At the end of the ceremony, a Marriage Certificate was prepared. It indicates that the parties "set our hands to this contract". Various signatures are found throughout the Marriage Certificate, including Ms. Natanj signing as the "wife" and Mr. Nasiri's brother signing as the "husband". Witnesses also signed the document, being Ms. Natanj's uncle and grandfather and Mr. Nasiri's brother who had the power of attorney.

- [29] After the wedding, the parties continued their daily communications. In addition, Mr. Nasiri put into motion the process in order for Ms. Natanj to immigrate to Canada as his wife. The immigration approval for Ms. Natanj's permanent residency was received in November 2009.
- [30] In late 2009, Mr. Nasiri returned to Iran. He first met Ms. Natanj in Tehran where they purchased wedding jewelry for her, as is the tradition. I will discuss those transactions in more detail below.
- [31] Eventually, both parties returned to Shiraz, Iran for the wedding reception or celebration. Mr. Nasiri indicates that, in accordance with Iranian tradition, he or his family paid for the wedding, including Ms. Natanj's dress and the costs of hosting the party. The wedding celebration was a much larger affair, with nearly 300 family and friends as guests. This affair included a dinner and in the usual fashion, guests brought gifts.
- [32] Both parties agree that the gifts consisted mostly of cash and gold and some jewellery. Mr. Nasiri said that the tradition in Iran is that the groom's family keeps the cash to defray the costs of the celebration and the bride's family gets possession of the jewelry and gold.
- [33] Ms. Natanj says the total value of the gifts exceeded \$10,000. She says the parties kept some of the cash for expenses such as airfare. The rest of the gifts were put in a box and taken to Mr. Nasiri's family's house. Ms. Natanj says that the idea was that their relatives would bring some of the gifts with them from time to time when they visited British Columbia so as to avoid any difficulties at the border in bringing too many valuable items into Canada at one time.
- [34] Mr. Nasiri says that, in accordance with tradition, he took the cash and Ms. Natanj's family took the gold and the jewellery.
- [35] He says the cash totalled CDN\$12,680 and US\$2,800, the majority of it coming from his father. Some also came from Ms. Natanj's grandfather. Mr. Nasiri used some of the cash later to cover travel costs for both of them. From these funds, he deposited \$12,172.50 into his Royal Bank of Canada ("RBC") account on January 5, 2010, when they returned to Canada.
- [36] Mr. Nasiri says that the gold received by them on their wedding was equal to 23 full value gold coins which were valued at approximately \$11,500.
- [37] Ms. Natanj landed in Canada on January 1, 2010, when she flew back here with Mr. Nasiri. This was the start of their cohabitation and when the marriage was consummated. She alleges that she was "hurried" in that move and that she could have earned a buyout as well as a loan from the Bank but for her early departure from Iran. Mr. Nasiri agrees that Ms. Natanj wanted to stay longer in Iran for this reason, however, he felt it was more important to have Ms. Natanj accompany him back to Canada to start their new life together as a couple.

- [38] Despite Mr. Nasiri describing his life in Canada to Ms. Natanj in some detail, it appears that upon arrival, she was disappointed. She immediately complained about how small Mr. Nasiri's apartment was. As Mr. Nasiri put it, she complained about everything and everybody. She was suspicious of Mr. Nasiri and his activities and his contact with friends and family.
- [39] Ms. Natanj says that she brought her personal monies with her to Canada, which she estimated at \$6,000. These funds were deposited into Mr. Nasiri's account since she had no Canadian bank account at the time. She says she used this money to buy household items for her and Mr. Nasiri and that she also paid off some of Mr. Nasiri's student loans. Ms. Natanj also obtained various credit cards with The Bay and VISA.
- [40] Sometime after her arrival, they both attended at RBC and Ms. Natanj opened up a bank account in her name which she never used. Eventually, they opened up a joint bank account at RBC. Both of their earnings were deposited into that joint account and it was used to cover their everyday expenditures.
- [41] Ms. Natanj asserts difficulties upon her arrival in Canada which unfortunately are not uncommon with immigrants: she had some problems with her verbal English skills; she had difficulty getting a job; she had to get schooling in an attempt to upgrade her high school education.
- [42] Mr. Nasiri asserts that, consistent with his own experience, he asked Ms. Natanj to obtain a job and if necessary, upgrade her skills to obtain better paying jobs. He felt that this would assist Ms. Natanj in experiencing her new country and indeed, get her out of her isolation in the apartment. Ms. Natanj's answer was to question how he could ask that of her when she was waited on by her family in Iran. He never asked her again.
- [43] In 2010, Ms. Natanj did take some bookkeeping courses but she didn't like it and didn't pursue it.
- [44] In 2010, Ms. Natanj entered a Canadian government job-seeking program, SUCCESS, which was two months long. One month was for classroom studies and the other month was a practicum where she obtained a paying job. Mr. Nasiri describes that the only other job she ever obtained during their marriage was over a four-and-a-half-month period from July to October/November 2011 in a chocolate factory. She only obtained this job so that she could subsequently collect employment insurance.
- [45] Mr. Nasiri states that Ms. Natanj only started consistently working about one month before their separation in November 2013 but he never saw a paycheque that she received for that period.

- [46] Ms. Natanj describes their home life as not involving much communication and that disagreements arose. Mr. Nasiri does concede that they had some difficulties at the beginning of their relationship arising from Ms. Natanj's negative attitude to her new circumstances, but he says that, in the year or so leading to the separation in November 2013, he thought everything had been solved and was in the past.
- [47] Both parties assert a diametrically opposing version as to the circumstances of their separation. The parties assert that a physical altercation took place between them on November 11, 2013, however, each accuses the other of striking the other. In any event, Ms. Natanj left the apartment that day. There is no evidence that either party ever reported the incident to the police.

CREDIBILITY

- [48] Ms. Natanj did not do well as a witness. She was dissembling in her answers and evasive and argumentative during her cross-examination. In many instances, her evidence was conflicting on major issues raised. Even her counsel conceded that she was not as responsive as she should have been.
- [49] The same can be said of Sara and Marzieh. Sara was argumentative and gave shifting evidence on major issues. Marzieh did not fare much better as she was also demonstrably argumentative and at times, evasive. Both approached their evidence in a very partisan way and in my view, presented their evidence more as advocates for their sister, Ms. Natanj.
- [50] In short, I did not find any of the Natanj sisters to be credible or reliable witnesses. I will address their evidence with caution, save where it might be supported by contemporaneous and valid documentation.
- [51] To the contrary, I found that Mr. Nasiri's evidence was given in a fair and straightforward manner. His evidence was largely consistent and importantly, consistent with the overall circumstances and the documentation. I have no hesitation in accepting the evidence of Mr. Nasiri over any of the Natanj sisters, where it conflicts.

DIVORCE OR ANNULMENT?

- [52] Ms. Natanj is seeking a divorce, and it is apparent that the necessary requirements of the Divorce Act, R.S.C. 1985, c. 3 (2nd Supp.), have been met. However, in his counterclaim, Mr. Nasiri seeks an annulment of the marriage.
- [53] Despite some uncertainty at the start of this trial and even during argument, eventually Mr. Nasiri withdrew his argument that the Iranian marriage in May 2009 was not valid, despite the unusual manner in which it took place. Accordingly, he must show that there is a proper basis upon which to annul the marriage.

- [54] Mr. Nasiri argues that Ms. Natanj only married him in order to obtain immigration status in Canada for herself and for some of her family members, such as her mother. Mr. Nasiri principally relies on the fact that they had only met three or four times before their arranged marriage some six weeks later. He argues that he understood Ms. Natanj was in love with him and that she had no ulterior motives in marrying him.
- [55] The relevant facts are as follows.
- [56] During the drive when the two of them were alone during his visit in March/April 2009, Ms. Natanj expressly told him that the best reason she had to marry him was that he lived in Canada and she could join him there. In addition, during a family gathering at that same time, Ms. Natanj's mother questioned her daughter as to whether she was sure that she wanted to leave Iran to move to Canada. Ms. Natanj emphatically replied that she did.
- [57] Ms. Natanj denies having any intention of marrying Mr. Nasiri simply for the purpose of immigrating to Canada. She cites other prospects in Iran available to her, including in the romantic department where she says that she had some 60-70 other suitors. She says that life was good in Iran with her job, a good salary, and a good home life in her mother's house. In addition, she indicates that she was considering continuing her studies elsewhere, such as in Australia.
- [58] Sara says that her sister never mentioned wanting to marry Mr. Nasiri simply to obtain Canadian citizenship.
- [59] Mr. Nasiri says that his plan was to take things more slowly in their relationship so that they could get to know each other. His plan was to continue their direct discussions after his return to Canada and that he would return to Iran in December 2009. As discussed above, things changed when the Natanj family threatened to cancel the endeavour in late April 2009 if the marriage didn't happen soon.
- [60] Nevertheless, while in Iran and while discussing matters with Ms. Natanj, Mr. Nasiri took pains to describe his life and, in particular, his financial life with her in great detail. He was very open in describing his current and future prospects. Despite Mr. Nasiri's arguments, this was not love at first sight, as the phrase "arranged marriage" would suggest. Some salesmanship was apparent from both sides.
- [61] In addition, the fact that the wedding plans were accelerated does not mean that Mr. Nasiri didn't go into this arranged marriage with his eyes open. He had had only limited contact with Ms. Natanj while in Iran and only electronic communications with her after that point. He knew full well that the main driver of the marriage was the two families. He was also keenly aware that she was very interested in moving to Canada.
- [62] Mr. Nasiri concedes that the current jurisprudence, from *Said v. Said* (1986), 8 B.C.L.R. (2d) 323 at 329 (C.A.), is to the effect that a marriage cannot be annulled on the basis that a party goes through a form of marriage as a mean of obtaining permanent residence in Canada.

- [63] In *J.G. v. S.S.S.*, 2004 BCSC 1549 at paras. 37-49, Justice Davies found Said to be a binding authority in this province. Nevertheless, in *J.G.*, the Court did nullify the marriage based on other factors, such as non-consummation and material misrepresentations as to the husband's character and health.
- [64] In *Rose v. Guiguet*, 2008 BCSC 1225, Justice Dorgan similarly observed:
- [60] ... absent a finding of fraud, it bears noting that even if a party marries for the purposes of immigration, the marriage may still be deemed valid. Campbell J., in *Ali v. Ahmad*, [2002] O.J. No. 397, [2002] W.D.F.L. 183 (Ont. S.C.), at para. 37, held that the "ulterior motives" relating to marriage for immigration purposes were "irrelevant to the determination of whether there was a binding marriage", and thus "immigration motivation" could not be relied upon in order to obtain an annulment, or an order that the marriage was void or voidable on the basis of such "fraud".
- [65] I accept that part of Ms. Natanj's motivation for the marriage was her desire to immigrate to Canada. However, this is not a sufficient basis upon which to grant the exceptional remedy of an annulment.
- [66] In addition, it is difficult to conclude that Mr. Nasiri had any illusions about Ms. Natanj's reasons for marrying him. I see no basis upon which he considered that Ms. Natanj "loved" him from the start. In large part, this arranged marriage was a joining of two families based on nationality, financial matters and a joint culture that both families wished to continue through this couple. Both Ms. Natanj and Mr. Nasiri were fully aware of the background of their union, which they considered to be a sufficient grounding for their marriage and future life together in Canada.
- [67] I accept that, given Ms. Natanj's marriage to Mr. Nasiri, she was able to apply for status in Canada in fairly quick order, some six months after their marriage. Mr. Nasiri also points to the course of Ms. Natanj's citizenship application after the marriage and separation as supporting his arguments.
- [68] Ms. Natanj filed for her Canadian citizenship in February 2013 as soon as she was eligible. She did this while they were on a holiday in North Bay, Ontario, which Mr. Nasiri suggests is indicative as to how urgent Ms. Natanj wanted citizenship. However, this was clearly part of the joint plan from the start.
- [69] It is important to note that upon their arrival back in Canada, both parties fully and freely entered into a marriage-like relationship that would endure for almost four years. There is no suggestion that Ms. Natanj ended or wished to end the relationship shortly after landing in Canada once her "deception" had achieved its purpose.

- [70] In addition, I do not consider that Ms. Natanj's later application and acceptance for Canadian citizenship in December 2014 can be considered as part of the planned deception. Mr. Nasiri argues that Ms. Natanj was just stringing him along in order not to "rock the boat" with Citizenship and Immigration Canada ("CIC") in terms of her impending application for citizenship to Canada. He suggests that Ms. Natanj purposefully did not advise CIC of their separation and her new address so as not to "rock the boat" with her application.
- [71] Even before November 2013 separation, Ms. Natanj applied for citizenship as she was entitled to do under Canadian immigration laws. I have not been referred to any authority to the effect that their later separation would have disqualified Ms. Natanj from applying for citizenship at that time. In short, in my view, none of this post-marriage conduct supports any nefarious motivation on Ms. Natanj's part as to the nature of the marriage which took many years earlier.
- [72] Accordingly, I see no basis upon which the marriage can or should be annulled based on Ms. Natanj's motivations to obtain immigration in Canada upon her arrival here.
- [73] Citing J.G., Mr. Nasiri also argues that the decision in Said can be distinguished on the basis that Ms. Natanj's motivations as to the marriage for immigration purposes concerned not only herself, but her mother.
- [74] Shortly after her arrival in Canada, in August 2010, upon Ms. Natanj's insistence, Mr. Nasiri co-sponsored Ms. Natanj's mother to immigrate to Canada, something that Ms. Natanj could not have done alone given her income level. Ms. Natanj suggests that his co-sponsorship was a "gift" to her, although I accept Mr. Nasiri's evidence that this was done by him only to comply with Ms. Natanj's insistence that he do so.
- [75] Mr. Nasiri also believes that Ms. Natanj's "stringing him" along in terms of CIC was also intended to assist in getting her mother's immigration application through. After the separation, Mr. Nasiri continued to receive mail from CIC addressed to Ms. Natanj. I accept that this evidence supports that Ms. Natanj did not advise CIC of her address change and their separation in the hopes that these facts would not cause CIC to potentially view hers and her mother's immigration files differently.
- [76] As I have said above, there is no evidence that this change would have affected Ms. Natanj's status. However, Mr. Nasiri's involvement in Ms. Natanj's mother's immigration application was important.
- [77] In 2014, once Mr. Nasiri understood that CIC was not aware of their separation, he realized that he remained a co-sponsor of Ms. Natanj's mother. He then took steps to distance himself from both Ms. Natanj's potential upcoming application for citizenship and his co-sponsorship of Ms. Natanj's mother. He sent emails to CIC, although those emails have not been produced. Mr. Nasiri says that his emails to CIC suggested that Ms. Natanj had married him under false pretences or that essentially, she had committed immigration fraud. He was also seeking to remove his name from her mother's application.

- [78] The response from CIC was to request more information, to which he didn't respond. Mr. Nasiri says that he didn't respond because he was very ambivalent at the time about his relationship with Ms. Natanj. He describes that Ms. Natanj was "pushing or pulling him" in giving him different signals as to whether she would get back together with him.
- [79] I will discuss Ms. Natanj's substantial non-disclosure of financial documentation below. However, that non-disclosure also arose in relation to Ms. Natanj's immigration file with CIC, which she was asked to provide in September 2017 at her examination for discovery. She never did provide that file and I do not accept her explanations as to why she did not.
- [80] In any event, Mr. Nasiri says that he continued to receive CIC correspondence addressed to Ms. Natanj into early 2015. He considered this odd because, by this time, Mr. Nasiri was aware that Ms. Natanj had received her citizenship. He then realized that CIC had not acted upon the news of their 2013 separation and that he wanted to be removed from Ms. Natanj's mother's application. He formally wrote to CIC on May 13, 2015, and informed them of the separation and that he was withdrawing his co-sponsorship of Ms. Natanj's mother. In June 2015, CIC acknowledged this withdrawal. Since Ms. Natanj's income was not sufficient to support the application, Ms. Natanj's mother's application was cancelled.
- [81] Mr. Nasiri contends that the timing of the above circumstances point to only one thing; namely, that Ms. Natanj understood by the summer of 2015 that her marriage to Mr. Nasiri served no further useful purpose for her. In other words, he asserts that she only started the divorce proceedings in late 2015 after she had her own citizenship in hand and when she knew she could not expect her mother's immigration to be approved. He asserts that Ms. Natanj's motivations are shown by her failure to disclose her separation to CIC and by her "lying in the weeds" in order to lure Mr. Nasiri into continuing to leave his co-sponsorship of her mother in place until that went through.
- [82] In response, Ms. Natanj says that in fact, her lawyer had already approached Mr. Nasiri's lawyer in February 2015 regarding a resolution of the issues arising from the separation. That is true, but her lawyer made no mention in that letter of any amounts said to be owing to Ms. Natanj in respect of the Marriage Agreement (as defined below). That allegation was only advanced against Mr. Nasiri in the notice of family claim filed December 14, 2015.
- [83] After considering all of the above circumstances, I am unable to conclude that any motivations by Ms. Natanj concerning her mother's possible immigration to Canada can be considered grounds for annulment. I accept that Ms. Natanj had some motivations in that regard which factored into her thinking in marrying Mr. Nasiri. However, that would or should not have been any surprise to Mr. Nasiri, both before or after the marriage. It is not uncommon for immigrants to Canada to sponsor other family members after their arrival here.
- [84] In addition, it was fully within Mr. Nasiri's power to refuse his sponsorship of Ms. Natanj's mother during the marriage.

[85] Finally, while Ms. Natanj was clearly hopeful that Mr. Nasiri would leave his co-sponsorship in place even after separation, and attempted to accomplish that by not alerting CIC to his later lack of support, that does not invalidate Ms. Natanj's initial motivations for the marriage some years earlier.

[86] In my view, the principle from *Said* applies equally here and the circumstances relating to Ms. Natanj's mother are not a basis for an annulment.

[87] Mr. Nasiri also argues that the marriage should be annulled because of Mr. Nasiri's lack of consent and knowledge regarding the terms and conditions of the Marriage Agreement. I will discuss that issue below.

1) THE MARRIAGE AGREEMENT

[88] In her pleadings and at this trial, Ms. Natanj sought to enforce what she describes as a marriage agreement entered into between her and Mr. Nasiri during the May 3, 2009 ceremony in Iran (the "Marriage Agreement"). The Marriage Agreement is said to be contained within the Iranian Marriage Certificate by which the marriage was registered there on that date. This Marriage Agreement provides for the payment or transfer of items by the husband to the wife, called a "mehrier" in Iran and often translated to "Marriage Portion" in English.

[89] A major part of the trial was devoted to the positions of both parties as to the validity and enforceability of the Marriage Agreement. In addition, both parties prepared written arguments on the issue after the conclusion of the evidence at the trial on February 13, 2018. On March 26, 2018, at the commencement of the arguments, Ms. Natanj withdrew her claims in respect of the Marriage Agreement. Accordingly, this Court has not been asked to opine on the validity and enforceability of the Marriage Agreement at this trial.

[90] This late development has implications for costs, as I will discuss below. However, Mr. Nasiri also argues that the circumstances of the Marriage Agreement are sufficient grounds upon which the marriage may be annulled.

[91] Ms. Natanj asserts that the Marriage Agreement is an Iranian tradition providing for a gift from a husband to a wife. She also asserts that the gifts or value of those gifts to be given depend upon the status of the family, presumably driven by their wealth or lack thereof. Finally, Ms. Natanj says that the Marriage Portion can be demanded by the wife at any time after the marriage certificate is signed and until her death, as she wishes.

[92] Ms. Natanj says that the Marriage Agreement was first proposed by Mr. Nasiri's family members. She asserts that there were discussions between the families about this agreement well before the wedding. However, she had no personal knowledge in that respect, including as to whether Mr. Nasiri participated by telephone in those discussions. She vaguely refers to a meeting of mostly males in the two families where this issue was raised in their presence.

- [93] Sara confirms that there were gatherings of the two families and that at least one of those meetings involved a discussion about the marriage arrangements. Mr. Nasiri was not present.
- [94] Both sisters refer to this "agreement" being documented well before the marriage and signed by the "elders" of the respective families. No such document was produced at this trial by Ms. Natanj. Sara states that Mr. Nasiri's family has this document and that a photograph of this document was sent to Mr. Nasiri. After extensive cross-examination regarding her dissembling answers, Sara confirmed that this document is not registered in Iran.
- [95] The best Ms. Natanj can say was that Mr. Nasiri did not say to anyone that he didn't accept the Marriage Agreement.
- [96] Mr. Nasiri emphatically denies that he knew anything about an agreement on his part to pay the Marriage Portion prior to the May 3, 2009 wedding ceremony. He says that at no time prior to that date did Ms. Natanj or any of the other family members say anything about it to him.
- [97] I find as a fact that at no time did Ms. Natanj and Mr. Nasiri discuss the matter of a Marriage Agreement with each other before the wedding. In addition, Mr. Nasiri did not learn of any Marriage Agreement from any other person before that time. I also find that at no time did Mr. Nasiri form the intention to pay any Marriage Portion before the ceremony.
- [98] The Marriage Agreement provides that the following items comprise the Marriage Portion:
- A copy of the Holy Koran, a bar of sugar candy, five manns [TN: equivalent to about 15 kilograms] of table salt, 12 mithqals of green silk, a pane of mirror, and a candle-stick, with a total value of fourteen thousand tomans, as tokens of the 14 Saints. Furthermore, one hundred and two grams of table salt in the name of Imam Ali, and one thousand and three-hundred and sixty Bahar Azadi gold coins, one thousand and three-hundred and sixty tuberoses, and the traditional dower of Lady Zahra, in addition to one candy bar valued at two million rials, a set of silver mirror and candle-sticks valued at two-hundred thousand tomans, and 14 grams of silk, all of which will remain the liability of the husband, payable to his wife upon her request.
- [99] Ms. Natanj asserts that during the wedding ceremony, Mr. Dastgheyb read the Marriage Agreement aloud three times, after which she replied "yes", also three times. She also asserts that this reading was also done to Mr. Nasiri during the ceremony, after which he also said "yes". She also says that the reading of the Marriage Agreement was loud enough so that all of the people in the room could hear.
- [100] Sara gave similar evidence, mostly conflicting, about what was said at the ceremony. She confirms her recollection that Mr. Dastgheyb read out the Marriage Agreement. She also alleges that while Mr. Dastgheyb had his ear close to the phone, Mr. Nasiri confirmed to Mr. Dastgheyb his agreement to the Marriage Agreement over the phone and that his answer was loud enough for all to hear, including her. This evidence conflicted with her dissembling evidence in cross-examination. At that later time, she said that the Marriage

Agreement had already been confirmed and that the bride and groom "knew about it".

- [101] After repeating in her evidence that she heard Mr. Nasiri confirm his agreement to Mr. Dastgheyb over the phone, Sara was then confronted with the transcript upon which Ms. Natanj relies, which shows nothing of the sort. Her story then changed. Her story then became that it was Mr. Nasiri's brother who confirmed the agreement in accordance with his power of attorney which she described as "sufficient".
- [102] Directly below the Marriage Agreement is found the signatures of Ms. Natanj and Gholamhossein Nasiri, Mr. Nasiri's brother, who signed the Marriage Certificate in various places on behalf of Mr. Nasiri pursuant to a power of attorney. Ms. Natanj says that Mr. Nasiri saw his brother affix his signature to the document and voiced no objection.
- [103] The Marriage Certificate includes the following language after the Marriage Agreement, in that Mr. Dastgheyb was to "[e]nsure that all the conditions stipulated in this contract are understood .".
- [104] Mr. Nasiri says that the first time he heard anything about the Marriage Agreement was when Mr. Dastgheyb read it out aloud in the middle of the wedding ceremony. He denies having been told about it earlier, by either Ms. Natanj or any of his family members.
- [105] Mr. Nasiri says he was shocked. Given the potential for embarrassment at the time, he did not feel he was in a position to stop the ceremony. Nevertheless, I find as a fact that he never during the ceremony indicated his agreement to the Marriage Agreement as a condition of the marriage.
- [106] It is even apparent from Ms. Natanj's own transcript of the ceremony that at no time did the marriage commissioner ask Mr. Nasiri directly for his consent to the Marriage Agreement and at no time did Mr. Nasiri indicate that he agreed to it. Ms. Natanj's only argument is that the Marriage Agreement was read out loud for all to hear, including Mr. Nasiri.
- [107] Despite Mr. Nasiri knowing nothing about the Marriage Agreement before the ceremony, and despite him not confirming his agreement to it during the ceremony, Mr. Nasiri's brother signed the Marriage Certificate.
- [108] In cross-examination, Ms. Natanj disclosed a discussion she had with Mr. Nasiri after the wedding ceremony. Mr. Nasiri confirmed that this discussion took place. At that time, he asked her why the price was so high and somewhat rudely, "how much per night?" Mr. Nasiri asserts that during that discussion, Ms. Natanj told him that it was only an Iranian tradition and not a law of Canada so that he shouldn't worry about it. She denies this. I find that this discussion took place just as described by Mr. Nasiri. The comment was rude and what I consider was an uncharacteristic comment from Mr. Nasiri, which I attribute to his ongoing shock and dismay about the Marriage Agreement being a part of the wedding ceremony.

- [109] In my view, there is good reason why Mr. Nasiri would have been shocked by the revelation that Ms. Natanj wanted to receive the Marriage Portion in the event that their relationship did not work out. Mr. Nasiri understood the value of the 1,360 Bahar Azadi gold coins to be approximately \$550,000-650,000. To suggest that he had the means in May 2009 to pay the Marriage Portion is beyond comprehension. By any measure, he would have considered this an astronomical amount and well beyond his means both then and into the foreseeable future. He has just managed to get on his feet in Canada with a well-paying job and he was working hard to secure his financial future.
- [110] In the face of Mr. Nasiri's disclaimer of any obligation to pay the Marriage Portion in these proceedings, Ms. Natanj decided to mount a dual offensive.
- [111] She instructed Marzieh to file proceedings in Iran to enforce the Marriage Agreement. Ms. Natanj says that Marzieh provided the Iranian court with the address of Mr. Nasiri's father in Iran. Marzieh says that she provided the address for service upon Mr. Nasiri as the address of his attorney as shown on the Marriage Certificate, being his brother.
- [112] They did not provide the Iranian court with Mr. Nasiri's address in British Columbia, as was well known to both of them. Nor did Ms. Natanj even tell her counsel (or Mr. Nasiri's counsel) that these Iranian proceedings were being filed or had been filed. Ms. Natanj did not personally advise Mr. Nasiri or even drop the materials off at his residence, about one block from her own residence. Ms. Natanj now blithely states that she "assumed" that his family would tell him about it.
- [113] The proceedings in Iran continued without Mr. Nasiri's knowledge, as was well-known by Ms. Natanj and Marzieh. On July 12, 2016, Ms. Natanj obtained the equivalent of a default judgment that requires Mr. Nasiri to pay 1,360 Bahar Azadi gold coins and a "half tithe of the executive", which I take to mean as a penalty or tax equal to half of the value of the coins.
- [114] Even with the default judgment in place, the Natanj sisters were not satisfied. They knew that Mr. Nasiri would have to come to Iran to dispute the default judgment, at least in part because he didn't know about it. On July 11, 2016, they obtained a judgment in Iran that bans Mr. Nasiri from leaving Iran without having paid the value of the gold coins, meaning that if he comes to Iran, he can be prevented from leaving Iran until the amounts are paid to Ms. Natanj. Hence the Catch-22 that Mr. Nasiri finds himself in-he can not attend in Iran to defend himself from having to pay this amount, because if he goes to Iran to fight the judgment without paying the amount of the default judgment, he risks not being able to return home to Canada.
- [115] Ms. Natanj only sprung the fact of this default judgment on Mr. Nasiri after she had obtained it from the Iranian court. Mr. Nasiri learned of the travel ban from his brother in Iran.

[116] As of the date of Ms. Natanj's judgment in Iran in July 2016, the value of the gold coins was approximately CDN\$647,500. By November 28, 2017, that amount had declined to approximately CDN\$551,400.

[117] Mr. Nasiri retained an Iranian lawyer, Mr. Ghorbani, to challenge the Iranian proceedings on his behalf. As of now, it does not appear that much has happened in that regard.

[118] It is difficult to discern the legal basis upon which Mr. Nasiri argues that the above circumstances are grounds for an annulment. To repeat, Mr. Nasiri no longer asserts that he was not validly married in Iran in May 2009.

[119] I accept that the validity of the Marriage Agreement as between the parties remains a matter of controversy. The Marriage Agreement reads:

The Marriage Commissioner is required to ensure that all the conditions stipulated in this contract [Marriage Agreement] are understood by the couple, and that only those conditions to which the parties have mutually agreed and signed are valid.

[120] This Court is no longer being asked to decide that issue. Whether the Iranian default judgment may be enforced in Canada is an open question and if Ms. Natanj seeks to do so, no doubt that will be vigorously defended by Mr. Nasiri. In addition, it remains to be seen whether Mr. Nasiri will be successful in setting aside the default judgment in Iran and dealing with the travel ban.

[121] Having said that, I see the validity of the Marriage Agreement as separate and distinct from the actual marriage of the parties. Again, Mr. Nasiri well intended to marry Ms. Natanj and he did so. He did so, through this unusual ceremony, even after hearing the Marriage Agreement read out. Whether the Marriage Agreement is binding on him is an issue for another day.

[122] Finally, I understand that Mr. Nasiri advances an argument that he was under duress in consenting to the marriage on that basis. Ms. Natanj's counsel has referred me to *R.H. v. R.T.*, 2011 BCSC 678 at paras. 28-29, which summarizes the factors that may be considered on this issue.

[123] As Ms. Natanj argues, Mr. Nasiri has failed to establish any elements of duress. He fully and freely entered into the wedding ceremony. Even upon hearing the Marriage Agreement being read out, he did not stop the ceremony or instruct his brother not to sign the Marriage Certificate. The fact that embarrassment might have ensued in relation to his family and community, giving rise to his silence, is not a basis upon which to find duress.

DISCLOSURE ISSUES

- [124] A substantial portion of the trial was directed at Mr. Nasiri's allegations that Ms. Natanj has been less than truthful in disclosing her assets in Iran, both as held before the marriage and continuing throughout the marriage. In addition, he alleges that she still has undisclosed assets in Iran.
- [125] Mr. Nasiri contends that this case is a classic example of non-disclosure by a party, namely Ms. Natanj, which was described in *Cunha v. Cunha* (1994), 99 B.C.L.R. (2d) 93 (S.C.) as being the "cancer of matrimonial property litigation": para. 9.
- [126] Ms. Natanj asserts that when she left Iran, she left no assets there, save for some bank accounts with low balances that she had forgotten about when this action began and she was required to disclose assets.
- [127] This issue largely depends on a determination of the credibility of Ms. Natanj and her corroborating witnesses, Marzieh and Sara.
- [128] As I discussed above, I find that the evidence of the Natanj sisters was entirely unsatisfactory. I consider that Ms. Natanj is not a truthful witness and has deliberately attempted to hide her assets from Mr. Nasiri. Her evidence is also unreliable and/or untruthful in respect of other issues, such as those relating to the Marriage Agreement. I consider her sisters, Sara and Marzieh, to have been largely advocates for the position that Ms. Natanj espoused, although they had no success in that regard. Their evidence was also highly suspect as being conflicting in most respects.
- [129] Further, a consideration of these issues has been complicated by the mutual allegations by the parties that various documents obtained from Iran regarding assets or alleged assets of Ms. Natanj are "fake" or "forged" or not authentic.

1) History of Disclosure

- [130] Disclosure by Ms. Natanj began with her first Form F8 Financial Statement executed in October 2015. This was almost two years after separation and some two months before these proceedings began in December 2015. At that time, Ms. Natanj stated that her only assets were two RBC bank accounts, totalling approximately \$7,400.
- [131] Mr. Nasiri was surprised about the level of disclosure by Ms. Natanj in her Financial Statement. During the marriage, he understood from Ms. Natanj that she had an interest in a pre-sale apartment in Sadra, Iran, and that she had inherited property from her father. None of these assets were disclosed in Ms. Natanj's financial statement.
- [132] In January 2016, Mr. Nasiri's counsel sent a letter to Ms. Natanj's counsel suggesting that there had been incomplete disclosure by her, particularly as it related to her Iranian bank accounts, the Iranian property that she had inherited from her father and the Sadra condominium. A further letter dated June 15, 2016 was sent to Ms. Natanj's counsel to similar effect. Counsel also advised that if disclosure was not forthcoming, Mr. Nasiri

intended to hire a private investigator to uncover documentation in Iran relating to Ms. Natanj's assets there.

- [133] Receiving no response to these concerns, Mr. Nasiri set about to collect documents in Iran to show that, indeed, Ms. Natanj did have substantial assets there. He hired a lawyer in Iran, Hojatollah Ghorbani, to assist him in retrieving documentation relating to Ms. Natanj's assets there. Mr. Nasiri understood that Mr. Ghorbani contacted many Iranian organizations and even obtained court orders in Iran in these attempts. Initially, Mr. Ghorbani was able to obtain four documents from Iran which he sent to Mr. Nasiri.
- [134] On June 27, 2016, Mr. Nasiri served a notice to admit on Ms. Natanj (the "Notice to Admit") which included Mr. Ghorbani's first set of documents. The Notice to Admit attached Mr. Ghorbani's Farsi documents including those relating to the Sadra Property and Ms. Natanj's bank accounts. Ms. Natanj's response was to deny all facts relating to the Sadra Property. She also denied the authenticity of the documents relating to Sadra. She claimed the facts in relation to what Mr. Nasiri asserted were her bank accounts were variously, "too vague", "overbroad" and an "inappropriate" or "improper" request. She denied the authenticity of the bank account information citing it as "not a proper document".
- [135] Ms. Natanj's response to Mr. Nasiri's own disclosure of these documents was not to provide a "mea culpa" for not providing these earlier. Rather, she expressed concern that it was illegal for Mr. Nasiri to obtain these documents and that they had been "stolen" from her file. She then asked Marzieh to go to the Bank to see about the bank accounts.
- [136] On June 29, 2016, Ms. Natanj produced a list of documents that referred to various statements of mortgage payments from May 2009 to May 2016 paid at the Bank by Ms. Natanj's mother and a loan account at Maskan Bank also paid by Ms. Natanj's mother.
- [137] Various court orders followed, arising from Mr. Nasiri's attempts to obtain further disclosure about Ms. Natanj's assets in Iran:
- a) Order of Master Tokarek dated July 27, 2016, restraining Ms. Natanj from disposing of family property and any property in which she had an interest in Canada or Iran, including the Sadra Property;
 - b) Order of Justice Groves dated October 14, 2016, that Ms. Natanj produce, within 30 days, various information and documentation from January 2009, including: all documents regarding the Sadra Property; all bank statements in Canada and Iran; all tax returns; all gifts and inheritances received from her father; listing of gold and jewellery; and
 - c) Order of Justice Skolrood dated July 24, 2017 that Ms. Natanj produce copies of certain documentation from her list of documents, referred to above. These were never produced as ordered.

- [138] In October 2016, Mr. Nasiri filed an affidavit in these proceedings by which he attached a second set of Iranian documents relating to Ms. Natanj that Mr. Ghorbani had later obtained. This included a forensic examiner's report as to Ms. Natanj's signature on the contract relating to the Sadra Property, appraisals of the Sadra Property and evidence of Mr. Ghorbani's deposit of certain monies into Ms. Natanj's Iranian bank accounts.
- [139] Groves J.'s order of October 14, 2016 also provided that if Ms. Natanj asserted that the documents to be produced by her within 30 days did not exist or could not be produced, she was to file an affidavit of justification explaining those circumstances and also, outlining what continuing efforts were being made by her to obtain them.
- [140] In November 2016, Ms. Natanj filed her affidavit #3 sworn November 14, 2016, by which she responded to the various requests. Essentially, she denied having any real property in Iran, including the Sadra Property, and having received any inheritance or gift from her father. With respect to the bank account statements in Iran, her response was that there were only some nominal balances in accounts at the Bank, which she had forgotten about.
- [141] In November 2016, Mr. Ghorbani sent further letters to various persons in Iran seeking information and documentation. He made requests to the Bank and, in addition, sought information about property held by Ms. Natanj in Iran and with respect to her inheritance from her father. These further enquiries led Mr. Nasiri to believe that Ms. Natanj and Marzieh had arranged to backdate a document to show that Marzieh became the owner of the Sadra Property in June 2010.
- [142] In November 2017, Ms. Natanj filed another Form F8 Financial Statement. The asset disclosure essentially remained the same, however, debts of \$17,937 were now disclosed, principally owing to her mother in order to allow her to purchase a \$10,000 TFSA in June 2014.
- [143] In September 2017, just before the trial, Ms. Natanj was examined for discovery. At that time, Mr. Nasiri's counsel renewed his request for production of outstanding documentation from her list of documents and also, relating to specific bank accounts at the Bank, Maskan Bank loan statements and documents with respect to the Sadra Property. No further documents were produced by Ms. Natanj pursuant to these requests.

2) Canadian Transfers

- [144] Ms. Natanj refers to various monies being transferred to her here in Canada over and above the \$6,000 which she says she had with her when she arrived.
- [145] However, she has produced no documents regarding these transfers, including the monies she claims to have received from her sister on the transfer of the Sadra Property contract. She claims that all monies went into the joint bank account.

[146] I am unable to find that any further monies were transferred from Iran to Ms. Natanj after her arrival in Canada. In addition, there is no documentation to substantiate that Ms. Natanj received monies from Marzieh in relation to the alleged transfer of the Sadra Property in June 2010.

3) Powers of Attorney

[147] Ms. Natanj granted her sister Marzieh a power of attorney on December 29, 2009, just days before she left for Canada with Mr. Nasiri. The powers granted to Marzieh are very broad; they include allowing Marzieh to deposit, withdraw or transfer from or to bank accounts; obtain loans; buy or sell stocks or shares; transfer real estate; retain lawyers; and make request to governmental or private organizations.

[148] Mr. Nasiri also emphasizes that the powers granted by Ms. Natanj to her sister allow Marzieh a full right of substitution by which Marzieh can essentially delegate any of her powers to someone else.

[149] However, the power of attorney was also very specific in some respects. For example, the powers specifically relate to dealing with inheritances, dealing with Bank Sepah, dealing with Edalat (Justice) shares and the stock market and, finally, performing affairs relating to agricultural or inherited properties. Despite these references, Ms. Natanj denies having had any interest in these types of assets when she left Iran in early 2010.

[150] Ms. Natanj states that she granted this power of attorney because she didn't have time to deal with certain matters before she left. Both Sara and Marzieh state that they had the same understanding as to why this power of attorney was granted by Ms. Natanj.

[151] Marzieh's evidence was that she used this power of attorney to complete the formalities of Ms. Natanj's resignation from the Bank. She also used it to transfer the Sadra Property to herself, as I will discuss below. She denies using it for any other purpose, including to transfer assets held by Ms. Natanj in Iran or to transfer or deposit monies to Ms. Natanj's accounts. Marzieh stated that the reference to the Edalat shares in the power of attorney was a reference to some shares that were to be issued to Iranian citizens, but never were. Marzieh denies ever assigning her powers under Ms. Natanj's power of attorney to anyone else.

[152] Marzieh's broad power of attorney was fully exercisable in Iran after these proceedings began in late 2015. As such, Marzieh was fully able to assist Ms. Natanj in meeting her disclosure obligations in relation to the production of documentation in Iran. Marzieh departed for Norway in August 2017, but she was fully able to delegate her powers under the power of attorney to their brother, Mohsen, just as she did for her own affairs after she left.

[153] Ms. Natanj denies that Marzieh has used that power of attorney without her consent and permission, even though the document would allow her to do so.

- [154] Mr. Nasiri contends that this power of attorney was given to Marzieh by Ms. Natanj in order to deal with the substantial property interests she maintained in Iran after her arrival in Canada in early 2010.
- 4) Iranian Bank Accounts
- [155] Ms. Natanj took no initial steps to clarify the state of her Iranian bank accounts arising from Mr. Nasiri's counsel's letters to her in January and July 2016.
- [156] In Mr. Nasiri's Notice to Admit, he alleged that she had numerous and specific bank accounts in Iran with the Bank throughout the marriage and even upon separation.
- [157] Ms. Natanj stated that once Mr. Nasiri raised the matter, she asked Marzieh, who held her power of attorney, to obtain copies of her bank accounts. Marzieh confirms that on some unspecified date, her sister did ask her to seek out her bank accounts in accordance with what the Court had ordered. Ms. Natanj did not specify which bank, although Marzieh was aware that she had accounts at the Bank by reason of the power of attorney and Ms. Natanj's employment with the Bank.
- [158] Marzieh says that sometime in 2016 or 2017, she went to the foreign branch of the Bank and asked for documents from the date of the marriage (May 2009) to some other date. She says she received certain documents from the Bank, which she sent to Ms. Natanj. Arising from what Marzieh sent her, Ms. Natanj became aware that she had accounts there which had not been disclosed to Mr. Nasiri.
- [159] Ms. Natanj made no attempt to clarify her response to Mr. Nasiri's Notice to Admit when she became aware that she still had bank accounts in Iran. Rather, she chose to produce only selective documentation in relation to those accounts. Her explanation is that she provided what Marzieh gave her as a result of Marzieh's investigations in Iran.
- [160] Yet, it is clear enough the documentation provided by Ms. Natanj/Marzieh is not complete, despite years having elapsed since the Notice to Admit was served and the subsequent court orders were granted.
- [161] There is a summary letter from the Bank dated July 28, 2016, that refers to Ms. Natanj having "several accounts" with the Bank since November 2004. The balance of these accounts is stated as approximately US\$323. Another summary letter from the Bank dated November 5, 2016 refers to at least 12 accounts and again, a nominal balance of US \$346. The only bank statement produced relates to a Bank account activity from February-June 2016, which refers to an "Atiyeh" account and many of these other accounts. An undated document of unknown original also refers to various accounts. Ms. Natanj blithely says that all of these other accounts are explained as being that they derive from the Atiyeh account and simply refer to interest being transferred to these other accounts, implying that this was done directly by the Bank without her involvement. No bank statements have been produced to support that statement.

- [162] Marzieh states that these are the only documents which the Bank gave her as a result of her requests. She did not produce any written requests to the Bank; nor did she receive any written response from the Bank as to why it could or would not provide any further documentation. Later still, she resiled from her earlier evidence and said that she didn't get all of the bank statements because she "wasn't asked to do so".
- [163] Marzieh's intransigence regarding the disclosure of documentation eventually led to her suggesting that Mr. Nasiri could get these bank statements, just as he had obtained other documents in Iran; but in the next breath, she stated that such action would be "illegal".
- [164] In the face of the incompleteness of these documents, Marzieh took no action whatsoever. Marzieh says that her sister didn't mention anything about complying with court orders; nor did her sister ask her to hire a lawyer to pursue these documents. She did not complain to the Bank despite the fact that she is clearly used to lodging complaints and filing actions against various people in Iran, as I will discuss below in relation to the Sadra Property and as mentioned above in relation to the Marriage Agreement.
- [165] Marzieh's response to the incomplete disclosure was that she had no reason to go further in the matter; she had everything she wanted to obtain and she didn't think it was "necessary".
- [166] This minimal disclosure only arose because Mr. Nasiri himself obtained some documentation about Ms. Natanj's bank accounts. He even went to the lengths of depositing monies into two of Ms. Natanj's accounts in Iran in July/August 2016 to show that these accounts were still active. These were the same accounts that the Bank would later confirm were held by Ms. Natanj. Ms. Natanj continued to deny the existence of these accounts when these deposits were revealed to her in October 2016.
- [167] Even at trial, Ms. Natanj continued to dissemble on this point, arguing that the accounts had a nil balance and that such deposits were illegal as money laundering. She even accused Mr. Nasiri of opening up the accounts himself.
- [168] Ms. Natanj's current explanation is, in any event, disingenuous. She cannot claim to have complied with the court orders by simply asking Marzieh to provide the account information, and also impliedly suggest that Marzieh is to blame for not providing all the documents. The only feeble excuse that Ms. Natanj could offer was that her sister was "busy" and not able to find the time to get these bank documents, followed by the statement that she really didn't know the reason for the non-disclosure.
- [169] There was no satisfactory reason advanced as to why these documents were not produced. In fact, Sara confirmed that if she had been empowered to obtain documents for Ms. Natanj in Iran, whether by her or Marzieh, she would have done so to help out. However, she wasn't asked to do so.

- [170] Ms. Natanj's response amounts to her saying "trust me". Her explanations vary from (a) I forgot about these accounts, to (b) who cares because the balances were so low. It is simply impossible to conclude that these mutually incompatible responses are naïve in the circumstances. Those circumstances include Mr. Nasiri's ongoing allegations of non-disclosure and his own footwork that disclosed these accounts in the first place.
- [171] Ms. Natanj denies that Marzieh went to the Bank and depleted all her "non-disclosed" bank accounts to almost nil balances. Again, she says "trust me", when the easiest way of showing the history of these accounts that she "forgot" about would have been to provide the bank statements. She has chosen not to do so and from that I draw an adverse inference that these bank statements would have shown an entirely different picture from the one that Ms. Natanj seeks to urge upon this Court.
- [172] I conclude that Ms. Natanj was and is well aware that this disclosure was manifestly deficient and late and that she is using Marzieh as a foil to hide behind her non-compliance. In my view, they show a pattern of deceit and non-disclosure on the part of Ms. Natanj and aided by Marzieh.
- 5) The Sadra Property
- [173] One of the most contentious matters related to an apartment in the Township of Sadra (the "Sadra Property"). Ms. Natanj's evidence regarding the Sadra Property is as follows.
- [174] The Bank where Ms. Natanj and her father worked created a Housing Cooperative to develop an apartment building on lands that employees could purchase for their housing. Funds for the construction were to come from permanent or full-time employees.
- [175] When this initiative came about, Ms. Natanj did not qualify, but her father did. She says that she asked him to be part of this "scheme" on her behalf whereby she would provide the funds from her sources. In 2005, her father entered into a pre-sale agreement with the Bank for an apartment, being the Sadra Property.
- [176] By the time she became a permanent employee, and presumably able to take advantage of the offer, her father had died in January 2006.
- [177] The evidence from Ms. Natanj was conflicting about who was entitled to her father's estate. At one point, she said her mother was; at another, she was also a beneficiary but she transferred all of her interest to her mother. In any event, because her mother knew that Ms. Natanj had funded the purchase to the time of her husband's death, her mother "returned" the Sadra Property to her in early 2007. By that time, the Sadra Property was still under construction.
- [178] The Summary of Contract in her favour, dated August 4, 2007, was what Mr. Nasiri asked Ms. Natanj to confirm in his Notice to Admit and which she denied. It was only in September 2016, after a forensic examiner gave his opinion that her signature was on this document, when she admitted her signature was on the document. Despite identifying her

signature on the document, she continues to suggest that the document is not "authentic". She also claims that this document was meant to be kept in the Bank, suggesting that Mr. Nasiri obtained the document "illegally". What is not addressed by her is why she refused to disclose the contract with her signature in the first place.

- [179] Marzieh confirms that she did not request that the Housing Cooperative of the Bank provide any documents relating to the Sadra Property and any payments made in respect of the Sadra Property. This is so despite the fact that she later produced an unsubstantiated document purporting to be a copy of a June 2010 transfer of the Sadra Property to herself which she says the Bank provided to her at that time.
- [180] In addition, Mr. Nasiri has also produced a Grant Agreement dated August 4, 2007, and Installment Housing Sale Contract dated September 21, 2008, by which Ms. Natanj was to purchase the Sadra Property. Again, Ms. Natanj confirmed her signature on these documents but still suggested that they were not "authentic", since they were to never leave the Bank. There is a further Sadra Repair Loan Contract dated March 16, 2009, in Ms. Natanj's name which contains various signatures, but Ms. Natanj denies that her signature is on this document.
- [181] She also states that she refused to confirm the existence of this contract in response to the Notice to Admit because she says the Sadra Property was transferred to her sister when that request was made, an explanation, even assuming it is true, that defies reason.
- [182] Ms. Natanj's evidence as to when exactly her interest in the Sadra Property was transferred to Marzieh conflicted in a fundamental way.
- [183] Ms. Natanj says that she had contributed approximately \$9,000 toward the construction of the apartment by the time of her departure from Iran. She funded these monies from her own sources, although she borrowed from family members from time to time. Ms. Natanj further stated that after she came to Canada in early 2010, she wasn't financially able to continue to make the payments on the Sadra Property despite demands from the Housing Cooperative for payment. Ms. Natanj contends that her mother made payments for her, although she has no direct knowledge of that and no documentation was produced to substantiate that contention.
- [184] Ms. Natanj says that, in June 2010, Marzieh suggested that she take over the pre-sale contract for the Sadra Property by paying market value less what monies were to be repaid to Ms. Natanj's mother. Ms. Natanj says that Marzieh eventually paid her about \$9,000 under this transaction. Under this scenario, Ms. Natanj states that after the assignment to her sister, she made no further payments in respect of the Sadra Property.
- [185] Marzieh's evidence regarding the circumstances leading to the transfer of the Sadra Property from Ms. Natanj to her is consistent with her sister's evidence; namely, that her sister didn't have the money to pay the ongoing installments, so she offered to buy the rights to the contract from her. Marzieh states that she paid \$6,000 and £2,000. She paid

\$6,000 by, at Ms. Natanj's request, paying their mother. The second installment was transferred by a friend in London to Ms. Natanj's Canadian bank account and Marzieh paid the family of that person instead. No documentation has been produced to substantiate payment of these amounts.

[186] Ms. Natanj produced two Iranian documents with respect to the Sadra Property which she says she received from her sister, Marzieh:

- a) a transfer of title dated June 9, 2010. This shows a transfer from Ms. Natanj to Marzieh. Marzieh confirms that she obtained this document and that she got it translated in order to, as she understands it, get it "legalized by the judicial authorities"; and
- b) a "temporary transfer" dated March 3, 2015, by which the managing director of the Housing Cooperative of the Bank purports to confirm that the key to unit 653 was delivered to Marzieh. Marzieh states that this document was signed by her and that her brother Mohsen witnessed her signature.

[187] The June 9, 2010 transfer document was signed by Marzieh both as transferor and transferee and in accordance with her power of attorney signed by Ms. Natanj. However, the document is strange in some respects: it does not refer to any purchase price; it does not have a file number; and it is not indicated as being filed in a notary public's office.

[188] Marzieh states that after June 2010, she made all the installment payments on the Sadra Property. No documentation has been provided to substantiate that claim.

[189] At the time Marzieh allegedly received the key to the Sadra Property in 2015, the apartment was unfinished and not yet habitable. She says that is still the case today. She says that she is responsible for finishing it but she hasn't been able to so.

[190] Mr. Nasiri disputes that these two documents are authentic. In fact, he earlier produced a "temporary transfer", also dated March 3, 2015, which states that the key to unit 653 was given to Ms. Natanj, as evidenced by the signature of her younger brother, Hamidreza, who signed for her. To counter this evidence, Ms. Natanj obtained the temporary transfer from her sister, as indicated above. She argues that at no time did Hamidreza have a power of attorney for her; further, she says that by 2015, Marzieh had already received a transfer of the Sadra Property in June 2010.

[191] Mr. Nasiri argues that Ms. Natanj's version of the "temporary transfer" has been created and backdated by her and Marzieh to 2010 in an attempt to support her story that the transfer to Marzieh took place at that time.

[192] Another contentious document from Iran is an appraisal produced by Mr. Nasiri for the Sadra Property. This is dated June 19, 2016, and purports to have been prepared by Etemadi Real Estate in Sadra township in Shiraz, Iran, "at the request" of Ms. Natanj. That document indicated that the price of the apartment (unit 653) was 2.6 trillion rials.

- [193] Ms. Natanj denies having ever requested that Etemadi Real Estate prepare this appraisal. In response, she asked Marzieh to look into it.
- [194] In typical fashion, Ms. Natanj and Marzieh brought the full weight of the Iranian system against Reza Etemadi, the principal of Etemadi Real Estate, not relating to the appraisal itself but to the fact that Mr. Etemadi had incorrectly referenced that the request for the appraisal had come from Ms. Natanj. They complained to the police and the Real Estate Association of which Mr. Etemadi is a member. They are waiting for the completion of these proceedings before proceeding further against Mr. Etemadi in the Iranian court. In their words, there is no "conviction" of Mr. Etemadi at this time.
- [195] Marzieh and Hamidreza would eventually send Ms. Natanj a number of documents. These included:
- a) a police investigation report dated January 24, 2017, which purports to include Mr. Etemadi's "confession" as to the circumstances under which he was asked to complete the appraisal and by which he confirmed that he appraised it "from outside"; and
 - b) a statement of Mr. Etemadi by which he confirms that he was asked by two persons, one of which was Seyed Nooreddin Modarresi, to complete the appraisal and that he incorrectly referred to Ms. Natanj as having requested it.
- [196] Ms. Natanj justified her actions as being in support of an attempt to stop endangering her "family documents". She alleges that the documents produced by Mr. Nasiri are fake and illegally obtained. She says that Mr. Etemadi was duped into providing this appraisal based on false information provided by Mr. Nasiri's family.
- [197] Ms. Natanj denies knowing anything about the value of the Sadra Property as of 2016, consistent with her position that someone else owns it. However, Marzieh, said to be the current owner, claims to not know its value.
- [198] Only weeks before the trial, Ms. Natanj produced a title deed to the Sadra Property issued October 4, 2017, which indicates that title is held by Marzieh. This document was signed by Marzieh as both transferor and transferee, something Marzieh confirmed. The document also includes the following reference:

Ownership document: irrevocable transfer No. 5943 dated Sept. 13, 2017, issued by notary public office No. 398 of Shiraz, Iran.

It appears that such an "irrevocable transfer" could only have been made by Marzieh, as transferor, to herself while she was acting under the power of attorney she received from Ms. Natanj. If that is indeed what happened, this would have been in breach of Master Tokarek's order of July 27, 2016 restraining any transfers of property by Ms. Natanj.

- [199] Marzieh was in Norway by the date of the "irrevocable transfer". She states that she got the title deed from her brother Mohsen, who had Marzieh's full power of attorney. She did not request that Mohsen obtain a copy of the irrevocable transfer for her or their sister.
- [200] Further, when asked why this "irrevocable transfer" was not produced, Ms. Natanj then selectively asserted that she didn't have any information on that. In addition, the October 2017 title deed to the Sadra Property refers to there having been a previous title which was "nullified". No such document has been produced.
- [201] Ms. Natanj has also produced a letter addressed to her, dated May 23, 2016, from Bank Maskan in Iran, which Marzieh says she obtained for her sister. This letter refers to loans outstanding in Ms. Natanj (not Marzieh's) name in relation to a mortgage or installment loan dated February 24, 2013, as against the Sadra Property. Despite this document, and Ms. Natanj's understanding that loans might be obtained in respect of the Sadra Property, she professes to know nothing of any loans regarding the Sadra Property despite this loan being in her name.
- [202] Ms. Natanj suggests that this loan was in her name simply by reason of her being the "first name" under the contract. Marzieh says the same thing. However, this ignores that it was their father who was the "first name" under the contract, not Ms. Natanj. When asked during her cross-examination to explain the discrepancy, Marzieh then changed her story to the effect that the Bank didn't use the "first name" since her father had passed away. When asked why Ms. Natanj would then be considered the borrower in 2013 as to property that had been purportedly transferred to her sister in June 2010, she had no satisfactory answer.
- [203] Again, no documentation to confirm the true payor of this loan was disclosed by Ms. Natanj despite the court order that she do so. She has produced no loan documentation or statements from Maskan Bank to indicate who exactly was making payments on this loan from February 2013. Marzieh says that she made a written request to the Maskan Bank for the details of this mortgage loan and the payments, which she claimed were made by her or her mother on her behalf. She claims not to have a copy. She says that she just got this letter summarizing the loan. She did not produce any written response from Maskan Bank to the effect that they can't or won't produce this further detailed information.
- [204] Later, Marzieh curtly responded that this documentation wasn't provided because it was her apartment, not Ms. Natanj's.
- [205] Indeed, these included documents which Skolrood J. ordered to be produced from Ms. Natanj's list of documents related to the Sadra Property and loan payments related to that property. These were described by Ms. Natanj as being a printout of mortgage payments made by her mother to the Bank from May 2009 to May 2016 and an undated loan account from Maskan Bank paid by her mother. These were never produced, despite Mr. Nasiri's request and Skolrood J.'s order.

[206] Mr. Nasiri argues that this loan was made to Ms. Natanj in 2013, which is consistent with her still having an interest in the Sadra Property at that time (and consistent with her documents being backdated to dates earlier than 2013).

6) The Father's Inheritance

[207] On October 14, 2016, Groves J. ordered that Ms. Natanj produce documentation concerning any assets she had held in Iran since 2009, including detailing what inheritance she received from her father's estate. He died in early 2006.

[208] In September 2017, at her discovery, Ms. Natanj was presented with a copy of her father's probate document dated April 19, 2006. The document supports that Ms. Natanj was a beneficiary of her father's estate, along with her siblings, her mother and her grandfather and that the estate included substantial properties. Again, her response was not to apologize for not having produced the document as she was ordered to have done in 2016, but to ask how Mr. Nasiri got his hands on it. Even at her discovery, she would only admit that her signature was on it, but she denied its authenticity.

[209] Only then did Ms. Natanj produce a power of attorney dated July 26, 2006, in favour of her mother, which she says was the means by which she "transferred" any interest she had in their father's estate to their mother. However, that document does no such thing and simply indicates that she, and her siblings, gave her mother the power to deal with her father's estate's substantial assets.

[210] Ms. Natanj gave confusing evidence about this inheritance. She initially said in her evidence at trial that she did not inherit anything from her father's estate. Almost immediately thereafter, Ms. Natanj confirmed that this was so because she and all of her siblings assigned any interest to her mother.

[211] Ms. Natanj produced a title deed to the family home in Iran dated August 6, 2006, in the name of her mother. In addition, she produced a copy of a conveyance dated July 23, 2002, which she says confirmed that on that date, an orchard property was transferred by her father to her mother. Sara also confirmed both of these documents.

[212] Marzieh said that she witnessed the transfer by her mother under the power of attorney in respect of the transfer of the family home and some stocks and shares at a notary's office and stock brokerage firm respectively. The transfer at the stock brokerage firm was said to have taken place in the summer of 2006. Finally, Marzieh said that she, along with Sara and their brother Hamidreza, attended at the Bank with their mother, presumably to transfer the bank accounts there.

[213] Ms. Natanj has produced no documentation to show the disposition of her father's estate and her entitlement to that estate. To the contrary, she then gave a vague explanation to the effect that the estate assets, including bank accounts, were used to pay her father's debts.

- [214] Sara's evidence was also generally in support of Ms. Natanj. She states that her father's estate was used to satisfy the marriage agreement owing to her mother, as a debt. She states that the other beneficiaries, including her siblings, all then transferred or "gifted" whatever nominal amount was left over to her mother.
- [215] Marzieh said that she didn't receive anything from the estate "in her name".
- [216] However, Sara also confirmed that various estate and transfer documents exist in relation to her father's estate and assets and would be found at an office in Iran. She professes to know that her mother's marriage agreement was "high" although she did not know the amount of it versus the value of her wealthy father's assets. This line of questioning was also ultimately the subject of further shifting testimony by Sara when she concluded by falsely claiming that the power of attorney granted by all the beneficiaries in favour of their mother transferred the entirety of her father's estate to her mother.
- [217] Marzieh's evidence was also incredibly unhelpful. Although asserting that all of their father's assets had been transferred to her mother, and that she had personally witnessed some of those transfers, she agreed that no documentation had been provided to support that proposition.
- [218] Mr. Nasiri argues that Ms. Natanj has utterly failed to disclose the assets she inherited from her father's estate and which she continued to hold during the marriage. He disagrees with the Natanj sisters' assertions that they didn't receive anything. In particular, he refers to an exchange of text messages between him and Ms. Natanj in December 2014. At that time, she stated,

I am not looking for any benefit, only my share from my father's estate is more than all your properties, which are all loans.

7) Conclusion re Disclosure

- [219] Mr. Nasiri submits that all of this deception, obfuscation and dissembling non-disclosure by Ms. Natanj has been done to hide the truth about Ms. Natanj's assets and income in Iran from the date of the marriage to the present. In my view, there is little basis upon which to disagree with that submission. I agree with Mr. Nasiri's assertions that Ms. Natanj has not complied with her disclosure obligations in this proceeding. She failed to properly disclose assets in her Financial Statements; she failed to respond to counsel's requests for documents in 2016; she did not properly respond to the Notice to Admit; she failed to provide certain documents from even her own list of document; and, she failed to comply with Groves J.'s order of October 14, 2016.

- [220] It is abundantly clear that Ms. Natanj, with the assistance of Marzieh, has erected a wall of non-disclosure. These two Natanj sisters have purposefully set out to deceive Mr. Nasiri. They were surprised to learn that Mr. Nasiri was able to discover certain documents in Iran, and for that, they have brought both a defensive and offensive attack against him in Iran.
- [221] The documents not produced relate to: all of the contract documents with the Bank in Ms. Natanj's name regarding the Sadra Property; Ms. Natanj's bank statements; payments said to have been made by Marzieh to Ms. Natanj in 2010 regarding the Sadra Property; documents relating to Ms. Natanj's father's estate; and the loan documentation and history of payments on the Maskan Bank mortgage regarding the Sadra Property.
- [222] Marzieh confirmed in cross-examination that these documents are available but they "were not asked for" so they were not presented. I am not sure whether she was referring to not being asked by Ms. Natanj or Mr. Nasiri. In any event, the onus of disclosure rests with Ms. Natanj. Contrary to much of Ms. Natanj's evidence about these documents being at the Bank and not available, Marzieh confirmed that many documents were available at their family home.
- [223] In argument, Ms. Natanj's counsel frankly admitted that there were "gaps" in the disclosure required of her client in these proceedings.

8) Remedies re Non-Disclosure

- [224] Mr. Nasiri seeks various alternative remedies in light of the admitted non-disclosure by Ms. Natanj: firstly, that her pleadings be struck; secondly, that an adverse inference be made against her in respect of the property division; and thirdly, that special costs be awarded against her.
- [225] Firstly, Mr. Nasiri submits that this Court should strike Ms. Natanj's pleadings, both as claimant and respondent by counterclaim, pursuant to s. 213(2)(e) of the Family Law Act, S.B.C. 2011, c. 25, (the "FLA") and Rules 5-1(28)(b), (c) and 21-5(1)(a), (b) of the Supreme Court Family Rules (the "Rules"). Those provisions leave no doubt that the Court may exercise its discretion to do so in appropriate circumstances.
- [226] Mr. Nasiri's counsel has referred me to my earlier decision in *Schwarzinger v. Bramwell*, 2011 BCSC 304 at paras. 105-140. I need not repeat my summary of the applicable principles in these reasons. In addition, Mr. Nasiri relies on a decision of this Court where those principles were applied in a family law context: *Anderson v. Anderson*, 2011 BCSC 1465 at paras. 61-65.

[227] Here, Ms. Natanj has only offered weak excuses, or more importantly, ones that I do not accept. There is no second chance to be given to Ms. Natanj to remedy her non-disclosure since the trial has concluded and is to be decided on the basis of the evidence (or lack of evidence) introduced at the trial. Having said that, I agree that striking Ms. Natanj's pleadings would be a Draconian measure that would deprive her of the chance to advance her arguments on the evidence, such as it is.

[228] I conclude that the second remedy suggested by Mr. Nasiri, that of making an adverse inference against Ms. Natanj, is more potentially in keeping with the principles of "proportionality" and would potentially better serve the interests of the parties and the interests of justice in this case. I will address this issue under "Property Division".

[229] Accordingly, I decline to strike Ms. Natanj's pleadings. I will deal with Mr. Nasiri's alternate arguments as to a remedy for non-disclosure in relation to property division below.

PROPERTY DIVISION

[230] It is common ground that the following are family assets:

- a) the wedding gifts of gold and the Goharbin jewellery;
- b) bank account balances; and
- c) Mr. Nasiri's pension and both parties' CPP benefits.

[231] The disputed asset is an interest in a condominium in North Vancouver purchased by Mr. Nasiri.

1) Wedding Gifts (and Other Jewellery)

[232] The wedding gifts included the gold coins and the jewellery that Mr. Nasiri and Ms. Natanj purchased for the wedding and which were placed in a box after the wedding celebration.

[233] Both parties allege that the other has made off with the gold and jewellery received at the wedding celebration.

[234] Both parties agree that before the wedding celebration, they met in Tehran to purchase some jewellery for that event. A number of items were purchased including a necklace, bracelet, earrings, ring and a "trophy".

[235] Ms. Natanj says that she purchased these items. She says that some were paid for by a bank card given to her by her mother and others were paid for by Ms. Natanj herself, since she says Mr. Nasiri didn't have the funds to do so at the time. Ms. Natanj has produced a document dated August 10, 2016 from Iran, which purports to indicate that various amounts were paid to Goharbin, a jewellery store in Tehran, on December 3, 2009.

- [236] Mr. Nasiri says that Ms. Natanj paid for the jewellery at the time because he only had Canadian currency. However, he says that he repaid her once they returned to Shiraz and once he had an opportunity to exchange his money, consistent with Iranian tradition that the groom's family pay for the bride's wedding jewelry. In any event, it matters not who paid for the jewellery since both accept that it is family property.
- [237] Mr. Nasiri contends that in fact, all of the wedding gifts, including the substantial gold coins, were taken by Ms. Natanj's family, in accordance with Iranian tradition. Ms. Natanj confirms that this is the tradition in Iran, although she says that the result was different here. Marzieh only very reluctantly agreed that this was the tradition but agrees with her sister that Mr. Nasiri's family took the gifts to their home.
- [238] Ms. Natanj says that this jewellery was put in the box along with the wedding gifts and taken to Mr. Nasiri's father's house in Iran. Sara says that this occurred. Marzieh recalls that the box was taken away by Mr. Nasiri's family and she did not notice any return of the box (and contents) to their family home at a later time.
- [239] I accept Mr. Nasiri's evidence in this regard and find that the gold and Goharbin jewellery was never returned to the parties in British Columbia and that it remained in the possession of Ms. Natanj's family in Iran. Both parties agree that the value of this jewellery is \$15,000. I accept Mr. Nasiri's evidence that the gold coins are worth approximately \$11,500, for a total of \$26,500.
- [240] Ms. Natanj argues that the only jewellery she took from the family home when they separated were a bracelet she received on a birthday, a necklace she received on a wedding anniversary and two wedding bands. Mr. Nasiri does not request any compensation or return of Ms. Natanj's personal items, which is appropriate.
- [241] However, Mr. Nasiri's evidence, which I accept, is that after separation, Ms. Natanj took a gold necklace which her mother had given him (value \$5,000) and his wedding band. I order that these items be returned to Mr. Nasiri within 30 days of these reasons, failing which the further amount of \$2,500 will be credited to Mr. Nasiri.

2) Bank Accounts

- [242] As of the date of separation, the family property included the balances, principally in the parties' joint RBC account, totalling \$20,620.

3) Mr. Nasiri's Pension

- [243] As at the date of separation in November 2013, Mr. Nasiri's pension with Knight Piesold had a balance of \$28,336. At the date of marriage, its value was \$4,796.

4) The North Vancouver Condominium

- [244] On November 10, 2011, before their separation, Ms. Natanj and Mr. Nasiri entered into a pre-sale contract for a condominium in North Vancouver at a purchase price of \$564,900. In the usual fashion, they were required to make a number of installment payments on the contract. An initial deposit of \$29,495 was made in November 2011.
- [245] Ms. Natanj asserts that this first deposit was from the money they received from the wedding ceremony. She says that Mr. Nasiri's father opened up a joint bank account in Iran in their names and that the money came from this account. She also contends that this was described as a "gift" from Mr. Nasiri's father, as acknowledged by her, in order to avoid Canadian tax.
- [246] She asserts that Mr. Nasiri's father did not have the financial means to make such a "gift", although she has no particular information or knowledge in that respect. As with much of her testimony, her testimony on this issue changed throughout. First, it was Mr. Nasiri who told her about the Iranian bank account being opened. Then it was Mr. Nasiri's father. Then it was not Mr. Nasiri's father, but possibly his brother who opened up this account. Ms. Natanj has not produced any documentation to support that such an Iranian bank account existed or exists. She denies having any ability to do so, given that she lacks details of the account. I do not accept this evidence.
- [247] Mr. Nasiri argues that the purchase of the pre-sale condominium was only made possible by his father's gift to him of \$28,000. He asserts that even before they entered into the pre-sale contract, he sought and received his father's support to help him with the purchase. The evidence establishes that Mr. Nasiri's father sent \$28,000 to his son in November 2011, around the time of the purchase.
- [248] Mr. Nasiri's plan was to use most of that money to fund an RRSP that could, after a minimum amount of time in the RRSP, be used for the second deposit with the tax benefits of doing so.
- [249] Various versions of a gift letter from Mr. Nasiri's father were in evidence. Those indicate that the first gift letter was only in Mr. Nasiri's name but that it was only later changed to add Ms. Natanj's name. The emails around that time also establish that Ms. Natanj's name was put on the gift letter that accompanied the funds only because the bank officer insisted that this was necessary if she was going to be on the mortgage too. I accept that these monies were gifted by Mr. Nasiri's father to Mr. Nasiri only and as I will describe below, were included in the down payments on the condominium.
- [250] By reason of the gift, Mr. Nasiri was able to finance the first deposit from funds in his account, together with borrowings on his line of credit and credit card and \$3,500 of the gift monies.
- [251] The second down payment of \$29,495 was paid on February 10, 2012. This payment was financed by the remainder of the monies advanced by Mr. Nasiri's father (\$24,500) and borrowings on his line of credit.

- [252] The final and third deposit of \$29,495 was made on August 15, 2012. In order to make that payment, Mr. Nasiri used funds that he had on hand from his tax refund (from cashing in an RRSP) and also from liquidating his Questrade account for \$13,325. Mr. Nasiri cannot recall how much money he had in the Questrade account prior to the marriage so there is no satisfactory evidence upon which to consider any part of contribution as an excluded asset. In any event, it was deposited in May 2012 and intermingled with other family funds and used to some extent for other family purposes well before payment of the third deposit.
- [253] Accordingly, as of August 2012, before the separation, total deposits of \$88,485 had been made, which included \$28,000 of Mr. Nasiri's excluded property.
- [254] After the third deposit, Mr. Nasiri began to plan how to fund the amount required on closing, scheduled for September 2014.
- [255] In June 2013, Mr. Nasiri sold his car for \$11,000 which was deposited into his bank account. After the separation in November 2013, Mr. Nasiri had approximately \$58 in his own bank accounts and access to the parties' joint bank account. He began to earnestly save for the closing date on the North Vancouver condominium.
- [256] In the period leading up to the time of the closing in September 2014, there was considerable uncertainty about how it would be dealt with since both parties' names were on the purchase agreement.
- [257] Mr. Nasiri was aware that Ms. Natanj had ignored all emails from the developer in the months before concerning the condominium and the purchase. Mr. Nasiri says that at some point, he discussed the situation with Ms. Natanj and she indicated that she didn't want the property and that she was relieved that she was no longer involved. On that basis, he instructed the notary to prepare all the documentation in his name only.
- [258] Only a few days before the closing, Ms. Natanj offered to transfer her interest in the contract to Mr. Nasiri in consideration of \$50,000, an offer which he refused. In fact, he didn't have the funds in any event.
- [259] Ms. Natanj then indicated that she wanted to be on title. Mr. Nasiri had no difficulty with her being on the title as long as she was also on the mortgage; however, when that matter was later explored, she did not qualify.
- [260] This impasse between the parties came to the attention of the developer and it contacted both parties. The developer advised both parties of the consequences of not completing the sale. Both Mr. Nasiri and Ms. Natanj were told that there would be a penalty of either \$120,000-130,000, meaning the \$88,485 deposit would be forfeited and they would be exposed to a further claim in the event of a shortfall upon resale. The developer spoke directly to Ms. Natanj one more time to discuss the matter.

- [261] Eventually, Ms. Natanj had discussions with the notary concerning an assignment of the pre-sale contract and the deposit to Mr. Nasiri. The notary explained to Ms. Natanj the consequences of not signing it. On September 3, 2014, Ms. Natanj executed an assignment of the contract to Mr. Nasiri, including the deposit monies (the "Assignment") and she returned it to the notary. She did not have any discussions with Mr. Nasiri regarding the execution of this document. In cross-examination, she referred to being "forced" to sign this document although it is anything but clear who "forced" her to sign anything. It is clear enough that it wasn't Mr. Nasiri.
- [262] The Assignment provided that, in assigning her interest in the pre-sale contract to Mr. Nasiri, Ms. Natanj received "valuable consideration", the receipt and sufficiency of which she acknowledged.
- [263] Mr. Nasiri closed the transaction in his name on September 3, 2014. In order to do so, he had obtained a mortgage of \$483,555. In addition, he produced further funds of \$44,094 to complete the purchase.
- [264] It was never Mr. Nasiri's intention to live in the North Vancouver condominium since it was too expensive. He considered that he could live far cheaper in a smaller place for lesser rent. He was then in debt under his line of credit in the amount of \$3,300.
- [265] Some text messages were exchanged between the parties after the closing, at which time he expressed the intention to sell the condominium and pay Ms. Natanj some monies. Mr. Nasiri says these text messages were sent because he was still in love with her. However, at the time, he was not aware of her potential assets in Iran.
- [266] In fact, Mr. Nasiri did put the condominium on the market for a three-month period after the closing. He was unsuccessful in obtaining any sale.
- [267] Ms. Natanj asserts that the Assignment is not valid since she did not receive any consideration. In my view, this is not a valid argument.
- [268] Ms. Natanj and Mr. Nasiri both faced the forfeiture of their deposit if they did not close. They also faced potential liability to the developer in the event that a later sale by the developer did not garner sufficient monies to meet their pre-sale contract price and cover the developer's selling costs. Mr. Nasiri's evidence about his difficulties in selling the condominium at the same price immediately after closing supports that the market was less than robust, leading to the rational inference that this potential liability to both was both real and substantial.
- [269] On the issue of consideration, Mr. Nasiri refers to *Voce Enterprises Ltd. v. SHE Apparel Inc.*, 2016 BCSC 1080, where the Court discussing the meaning of "valuable consideration":
- [29] The Supreme Court of Canada made much the same point in the case of *J.D.F. Builders Ltd. v. Alberta Pearl (Management) Ltd.*, [1975] 2 S.C.R. 846, citing at p. 11 *Falconbridge, Banking and Bills of Exchange* (7th ed. 1969) at p. 605:

In *Currie v. Misa* (1875), L.R. 10 Ex. 153, the Court of Exchequer Chamber said: "A valuable consideration, in the sense of the law, may consist either in some right, interest, profit, or benefit accruing to the one party, or some forbearance, detriment, loss, or responsibility, given, suffered, or undertaken by the other." The second branch of this judicial description of consideration is more important than the first. It does not matter whether the party making the promise receives any apparent benefit; it is sufficient that the promisee undertakes some burden or gives up something which in contemplation of law may be of value, and that the promisor accepts what the promisee undertakes or gives up as the inducement or price for the promise. The consideration must move from the promisee, that is, the promisee must suffer some detriment; but the consideration need not move to the promisor, that is, the apparent benefit, if any, need not be enjoyed by the promisor, and may consist in forbearance or credit given by the promisee to a third person, as is usually so in the case of a guarantee.

[Emphasis added.]

[270] In this case, Mr. Nasiri took on the burden of coming up with sufficient monies to close the transaction and taking out of a mortgage to do so. He risked his money in what was an uncertain and declining market. By doing so, he certainly benefitted himself, but he also relieved Ms. Natanj of any risks associated with not closing the transaction. In my view, that is valuable consideration.

[271] Ms. Natanj clearly saw it that way herself and chose to execute the Assignment to avoid that very risk. The fact that she didn't obtain legal advice does not inevitably lead to the conclusion that she did not fully understand the risks and benefits of not closing and also, executing the Assignment. Her argument at this time appears to be largely driven by the substantial market gains that most, if not all, Lower Mainland properties have enjoyed (although no party introduced evidence as to the condominium's current value). In any event, both parties think that is the case and the comment found in *Clarke v. Clarke* (1991), 55 B.C.L.R. (2d) 273 at para. 22 (C.A.), leave to appeal ref'd (1991), 60 B.C.L.R. (2d) xxxv, is apposite:

The facts that the husband has prospered substantially, and the wife has not, and that the home now has a greatly enhanced value are not part of the test for unfairness.

[272] In the alternative, Ms. Natanj argues that the execution of the Assignment does not eliminate her interest in the pre-sale contract and the deposit monies. She refers to s. 81(a) of the FLA, which provides that both parties are entitled to family property " regardless of their respective use or contribution ".

- [273] Ms. Natanj's counsel refers to Clarke in support of this argument. However, that case dealt with an application to set aside an agreement entered into by the parties on the eve of trial, by which the wife turned over her interest in all family assets in consideration of a lump sum of \$100,000 and signed a release in favour of her husband. The application was based on the provision of the Family Relations Act, R.S.B.C. 1996, c. 128, repealed, that allowed the Court to review agreements between the parties.
- [274] Here, Ms. Natanj did not file any pleading to set aside the Assignment in favour of Mr. Nasiri pursuant to the equivalent section in the FLA, s. 93. There is good reason for that, as she was unable to show that she could meet any of the circumstances set out in s. 93(3): she was well aware of the payments made to the developer under the pre-sale contract and her potential interest in the deposits; Mr. Nasiri did not take improper advantage of her; and Ms. Natanj understood the nature and consequences of executing the Assignment.
- [275] There is also some question as to what interest she held in the pre-sale contract. In *Pan Canadian Mortgage Group III Inc. v. 0859811 B.C. Ltd.*, 2014 BCCA 113 at para. 32, the court stated that uncompleted contracts of purchase and sale give rise to an immediate equitable interest in the lands. I have not been referred to any authority that would suggest that this principle applies to pre-sale contracts, where the lands (or strata lot) are not yet in existence.
- [276] Thus, I have concluded that the North Vancouver condominium is not family property and is not subject to property division.
- [277] For the sake of rounding out this discussion, I will address Ms. Natanj's alternate arguments. As noted by Ms. Natanj's counsel, contributions by one spouse post-separation, such as was done by Mr. Nasiri, can be considered within the FLA provisions by either considering the date of valuation or by considering whether significant unfairness arises.
- [278] In *Slavenova v. Ranguelov*, 2015 BCSC 79, Justice Savage (as he then was), considered the situation where one spouse had, after separation, significantly contributed to the maintenance and preservation of real properties which had gone up substantially in value as of the date of trial. The Court noted that pursuant to s. 87 of the FLA:
- 87 Unless an agreement or order provides otherwise
- (b) the value of family property must be determined as of the date
- (ii) of the hearing before the court respecting the division of property
- [279] In *Slavenova*, the Court stated:
- [53] In *K.M.J. v. J.H.D.N.*, 2014 BCSC 1895 at paras. 155-156, and *Bilawchuk v. Bilawchuk*, 2014 BCSC 2067 at paras. 59-63, the issue of how to account for a party's contributions post-separation was addressed in the context of family debt. In short, the FLA provides two alternate routes to address potential unfairness that may arise from a party's post-separation contributions, namely s. 87 and s. 95. Under s. 95 a court can order reapportionment to

address any "significant unfairness" that may arise from an equal division of property and debt in light of the spouse's post-separation contribution. Alternatively, under s. 87 the Court may depart from the date of hearing or agreement as the valuation date.

[280] In these circumstances, I would have concluded that either path would have led to Ms. Natanj being entitled to only half of the deposit monies that the parties had both contributed as of the date of separation, excluding Mr. Nasiri's father's contribution.

[281] Firstly, I would have valued Ms. Natanj's interest in the deposit monies as of the date of separation, pursuant to s. 87 of the FLA. At that time, \$88,485 of family property had been deposited with the developer, of which \$28,000 included Mr. Nasiri's excluded property. This results in a net amount of \$60,485, of which Ms. Natanj would have been entitled to 50% or \$30,242.

[282] Secondly, I would have found that it would be significantly unfair to order that Ms. Natanj now be entitled to a 50% interest in the condominium. In addition to shouldering the risks in taking on the property and avoiding the disastrous consequences to both of them by not closing, Mr. Nasiri made sacrifices to continue holding the property. He paid three months of carrying costs, including the mortgage, and also paid staging costs, while earning no rental revenue. He could not sell the condominium even at the price he had purchased it. He estimates his total loss over this period was \$10,000. He was only able to carry these costs by borrowing \$8,000 from his brother-in-law. In addition, he was required to pay \$1,500 in renovation costs in late 2015.

[283] He also remained in his small apartment so that he could support these costs. As Ms. Natanj points out, market forces have largely resulted in the condominium's value increasing. Mr. Nasiri made all payments in relation to the North Vancouver condominium after the completion, including all mortgage payments, utilities, taxes and renovation costs. It was only by reason of Mr. Nasiri's efforts and sacrifice that he was able to hold onto the property so that these gains could be made.

[284] In conclusion, I find that Ms. Natanj has not established any interest in the North Vancouver condominium as a family asset.

5) Summary re Family Property

[285] The value of the family property, as I have found above, to be divided is as follows:

- a) \$26,500 for the Gorharbin jewellery and gold coins (plus \$5,000 for the necklace);
- b) Bank balances of \$20,620;
- c) Mr. Nasiri's pension.

[286] Accordingly, on a preliminary basis, Ms. Natanj would be required to compensate Mr. Nasiri in the amount of \$13,250 (plus \$2,500 if the necklace is not returned) and Mr. Nasiri would be required to compensate Ms. Natanj in the amount of \$10,310, resulting in a net payment to Mr. Nasiri of \$2,940 (or \$5,440 if the necklace is not returned).

[287] The parties will apply to divide Mr. Nasiri's pension pursuant to Part 6 of the FLA; alternatively, if the parties agree on the value to be attributed to Ms. Natanj during the marriage, that amount may be offset against the amounts referred to above.

6) Property Remedy re Non-Disclosure

[288] In light of my conclusions above regarding family property and property division, it becomes unnecessary to consider Mr. Nasiri's argument that I apply the principle from *Cunha*. Nevertheless, I will address this issue in light of my alternate conclusion that Ms. Natanj would have been entitled to 50% of the deposit monies less excluded property, being \$30,242.

[289] Section 213(2)(b) of the FLA, and Rules 21-5(1)(e) and 5-1(28)(f) of the Rules provide that the court may draw an adverse inference against a person who has been found to have not complied with the disclosure obligations under that Act or the Rules.

[290] *Cunha* stands for the proposition that if non-disclosure of family assets has been shown, the onus shifts to the non-disclosing party to show that later disclosure was made. If this onus is not met, the Court may draw the inference that the value of undisclosed family assets is at least equal to the value of the disclosed assets: paras. 13-15.

[291] However, cases after *Cunha* have introduced some nuances that must necessarily guide the Court in its application. In *Novin v. Novin* (1997), 50 B.C.L.R. (3d) 286 (S.C.), *Cunha* was applied toward ensuring that the wife received 50% of the value of the family assets: paras. 59-63. See also *Laxton v. Coglon*, 2008 BCSC 42 at paras. 24-33 and *Wu v. Sun*, 2011 BCCA 239 at paras. 40-42.

[292] Many case authorities, including the above, also discuss the evidentiary burden on the aggrieved spouse before any such presumption can arise, per *Cunha*.

[293] In *Laxton* at para. 31, the Court, after referring to *Eng v. Eng* (1998), 83 A.C.W.S. (3d) 653 (S.C.), referred to the need to find a "strong evidentiary basis" that there are hidden assets. Many of the above authorities were summarized by Justice Pearlman in *E.D.A. v. M.A.A.*, 2014 BCSC 1084, and I would respectfully adopt his summary of the law:

[226] The Court of Appeal also considered the application of the *Cunha* inference in *Wu v. Sun*, 2011 BCCA 239. There, the trial judge held that the husband had made it virtually impossible to evaluate his assets by his consistent refusal to disclose financial information, and found that there were undisclosed assets overseas at least equal in value to the disclosed assets.

- [227] The Court of Appeal affirmed [that] strong measures are justified in discouraging non-disclosure, but emphasized that there must be "some evidence" of the value of the undisclosed assets before the inference may be drawn because "one cannot make something out of nothing". However, as the Court noted in *Wu* at para. 45, the evidence can be "somewhat sparse".
- [228] At paras. 41 and 42, Mr. Justice Donald, for the Court, stated:
- [41] I am not the first to observe that non-disclosure is the Achilles heel of family assets litigation. Strong measures are justified in discouraging it. However, one cannot make something out of nothing. The right note of caution was sounded by Madam Justice Baker in *Palanca v. Palanca*, 2005 BCSC 1014:
- [127] Counsel for Mrs. Palanca submitted that the court could draw an adverse inference against Mr. Palanca's estate in relation to the existence of family assets in the Philippines because Mr. Palanca failed to comply with court orders relating to accounting and disclosure. I accept that Mr. Palanca did not meet his obligations in this regard, but an adverse inference is not an adequate substitute for evidence about specific assets, the ownership of those assets, whether the assets were used for a family purpose, or otherwise met the definition of family assets, or the value of the family assets, sufficient to allow for the making of a compensation order that is more than a guess.
- [42] With respect, I think the judge erred in putting any value on the overseas investments when there was not any evidence about them. In my view, the \$1.6 million ascribed to this item must be taken out of the reckoning of family assets.
- [229] Although the Court found that the trial judge had erred in applying the *Cunha* principle where there was no evidence about the alleged overseas assets, it upheld his imputation of a value of \$2 million to the content of the former matrimonial home. In the absence of an inventory and valuation, an insurance policy listing the value of the contents at \$2 million provided some evidence to support the drawing of the adverse inference.
- [230] To summarize, where one party establishes non-disclosure by the other, the onus shifts to the non-disclosing party to establish that full disclosure has been made. Where the non-disclosing party fails to meet that burden, the court may draw an adverse inference. However, non-disclosure alone is insufficient to warrant an imputation that the respondent has control or possession of undisclosed assets at least equal in value to the assets that have been disclosed. There must be some evidence indicating that the non-disclosing party is hiding valuable assets.
- [231] Where there is evidence showing that the non-disclosing party does own a particular asset, but the value of the asset is unknown, it may be reasonable to infer that the asset is valuable from the fact that its value has not been disclosed: *Yao v. Li*, 2013 BCSC 1314.

[294] Accordingly, there must be "some evidence" of non-disclosure or concealment before any presumption may arise and there must be "some evidence" of those assets, the nature of those assets and the value of those assets. Mere suspicion coupled with non-disclosure will not be sufficient: see also *M.K. v. A.I.K.*, 2004 BCSC 1052 at paras. 34-38.

[295] The evidence here establishes:

- a) Ms. Natanj had and has various bank accounts in Iran. What is not known are the balances in those accounts both before marriage, during the marriage or even at this time. I do accept Ms. Natanj's contention that there are only nominal balances remaining there which she had forgotten about. However, it would only be speculation as to what balances, if any, could be considered family property and if so, how that would factor into the property division exercise;
- b) The evidence is less clear in respect of the Sadra Property. Mr. Nasiri admits that this was an interest held by Ms. Natanj when they married. That she transferred it to Marzieh in June 2010 is a possibility, but it has not been proven. Despite strong suspicions, Mr. Nasiri has been unable to prove that Ms. Natanj still owns it in light of the non-disclosure and given the conflicting (and possibly fabricated) documentation. Even if that had been proven, there is no reliable evidence upon which to assess any increase in value of the Sadra Property that would be included in family property: s. 84(2)(g) of the FLA. Mr. Nasiri did not or could not submit any admissible evidence in that respect at this trial; and
- c) Ms. Natanj was a beneficiary of her father's estate from 2006, before the marriage. Ms. Natanj has not convinced me that all of the estate's assets were transferred to her mother. As with the Sadra Property, and despite strong suspicions, Mr. Nasiri has been unable to prove that Ms. Natanj became the owner of any assets from the estate in light of the non-disclosure. Even if that had been proven, there is no reliable evidence upon which to assess any increase in value of the estate assets that might have been transferred to Ms. Natanj before the marriage that would be included in family property: s. 84(2)(g) of the FLA.

[296] Mr. Nasiri focusses on Ms. Natanj's statement in December 2014 that "I am not looking for any benefit, only my share from my father's estate is more than all your properties, which are all loans". He suggests that the Court should draw an adverse inference that Ms. Natanj's assets are \$300,000 greater than that of Mr. Nasiri, although I am not aware as to where that number comes from.

[297] In light of all the foregoing, I have reluctantly concluded that the application of the Cunha principles in these circumstances is not appropriate. Introducing any reduction of Ms. Natanj's entitlement (assuming for the sake of argument that she has any) or even ordering her to pay half of a figure plucked from the air would not be in keeping with the cautious approach articulated by the court in *Wu* that I am not to "make something out of nothing": para. 41. I acknowledge that there is a scintilla of evidence to suggest that Ms. Natanj has assets in Iran; however, the "some evidence" here does not rise to the level of reliability that the property division exercise requires.

- [298] Mr. Nasiri had tried mightily to find out information and documentation about Ms. Natanj's assets in Iran. For his efforts and no doubt expense, he has been met with numerous roadblocks in that regard. As I have concluded, this involved the deliberate obstructionist approach of Ms. Natanj and her blatant disregard of the disclosure requirements in these proceedings, as dictated by the FLA, the Rules and orders granted by this Court.
- [299] As the Court noted in Cunha at para. 9, a lack of remedy for non-disclosure may lead a litigant to experience the "bitter aftertaste of a reasonably-based suspicion that justice was not done". Mr. Nasiri will no doubt feel the same way and may consider that the Court is rewarding this unacceptable behavior. However, in all the circumstances, I have concluded that the most reasonable path for the Court to condemn Ms. Natanj's behavior is an award of costs, as is sought in the further alternative by Mr. Nasiri. I will address that issue at the conclusion of these reasons.
- [300] Accordingly, the disclosure issues have no impact on my conclusions regarding the division of family property, as above.

SPOUSAL SUPPORT

- [301] Ms. Natanj seeks spousal support pursuant to s. 15.2(1) of the Divorce Act. She seeks support for a period of seven years, from 2014-2020 based on the high end of the range per the Spousal Support Advisory Guidelines ("SSAG"). She calculates the first four years at \$24,194 (2014-2017) and seeks to continue monthly payments in the years to come in order to "allow her to become self sufficient".
- [302] The first issue is that of entitlement. Ms. Natanj advances a claim on the basis of need and not compensation.
- [303] I am to consider the factors upon which spousal support may be awarded and the objectives of spousal support in ss. 15.2(4) and (6) of the Divorce Act:
- (4) In making an order under subsection (1) or an interim order under subsection (2), the court shall take into consideration the condition, means, needs and other circumstances of each spouse, including
 - (a) the length of time the spouses cohabited;
 - (b) the functions performed by each spouse during cohabitation; and
 - (c) any order, agreement or arrangement relating to support of either spouse.
 - (6) An order made under subsection (1) or an interim order under subsection (2) that provides for the support of a spouse should
 - (a) recognize any economic advantages or disadvantages to the spouses arising from the marriage or its breakdown;

- (c) relieve any economic hardship of the spouses arising from the breakdown of the marriage; and
- (d) in so far as practicable, promote the economic self-sufficiency of each spouse within a reasonable period of time.

[304] Ms. Natanj agreed to come to Canada to be Mr. Nasiri's wife. There is no doubt that Mr. Nasiri was and was intended to be the main breadwinner of the family. Ms. Natanj gave up her employment in Iran to do so.

[305] The marriage is what can be described as a short one, being four-and-a-half years, or almost four years of cohabitation.

[306] After Ms. Natanj came to Canada, she worked very little outside of the family home, although I accept Mr. Nasiri's evidence that this was Ms. Natanj's choice. It certainly wasn't what Mr. Nasiri wanted or what Ms. Natanj's responsibilities at home required. Mr. Nasiri describes that their home life was such that they equally shared cleaning duties. In fact, Ms. Natanj felt it was beneath her to clean bathrooms and do laundry. He does concede that Ms. Natanj did all the cooking for them.

[307] Ms. Natanj reported minimal income after her arrival in Canada. Her tax returns indicate the following line 150 income: 2010 - \$0; 2011 - \$11,233; 2012 - \$4,685 (mostly from employment insurance); 2013 - \$3,616.

[308] Mr. Nasiri argues that, if Ms. Natanj had applied herself as Mr. Nasiri did, and obtained more education or skills, there is a strong possibility she would have been well along in advancing her employment by the time of separation. The dramatic increase in her income just after separation lends credence to this submission.

[309] After separation, Mr. Natanj found herself in the same position as Mr. Nasiri did when he came to Canada. Her verbal English skills were not well-developed and she was only able to obtain entry-level jobs. It is not clear on the evidence as to whether she made efforts to upgrade her education after separation.

[310] In *Samy v. Samy*, 2000 BCSC 1211, the Court was dealing with similar circumstances. This was an arranged marriage; the parties married in September 1997 but did not cohabit; they only began cohabitation in Canada in May 1998 and the marriage lasted for another year. Upon separation, the husband was employed but the wife was not. In determining entitlement, the Court considered a sponsorship agreement provided by the husband, although if such agreement was signed by Mr. Nasiri, that fact was not before me.

[311] On the issue of both entitlement and duration, Justice Oppal (as he then was) stated in *Samy*:

- [14] In this case, the wife was employed and was economically self sufficient in Fiji. Her present impecunious circumstances are a direct result of the marriage breakdown. She is clearly in need. She has specifically said that she requires dental work for which she has no coverage.
- [15] I will now deal with the question of duration. Counsel for the wife has not seriously suggested that this Court order that the husband pay maintenance to the wife for the period of ten years. The specific law relating to spousal maintenance is still applicable. It is therefore argued, however, that the spousal support order should be for an indefinite period of time until the wife becomes economically and financially self-sufficient. I agree with that argument. However, the circumstances of the parties will be subject to review within one year or when the wife becomes economically self-sufficient, whichever event occurs first. It is expected that the wife will make every effort to become employed and self-sufficient. In the circumstances either party will have liberty to seek a review of this order.
- [Emphasis added.]
- [312] As in *Samy*, Mr. Nasiri does not oppose Ms. Natanj's claim to spousal support per se. He acknowledges that Ms. Natanj's income was nominal at the time of separation, although just around that time, she did make serious efforts to find employment and she has been successful in that respect.
- [313] Accordingly, I conclude that Ms. Natanj has established entitlement to spousal support on the basis of need. The more contentious issue, however, is duration and amount.
- [314] In determining the appropriate level of spousal support, this Court has said that the SSAG should be used as a guide in determining both the quantum and duration of support, assuming that entitlement has first been established: *Yemchuk v. Yemchuk*, 2005 BCCA 406 at para. 64; *Redpath v. Redpath*, 2006 BCCA 338 at para. 37; *Tedham v. Tedham*, 2005 BCCA 502 at para. 75; and *McEachern v. McEachern*, 2006 BCCA 508 at para. 48. However, the SSAG are guidelines and not law: *Yemchuk* at para. 62; *McEachern* at para. 64. The Court of Appeal in *Redpath*, however, has stated that an award which substantially differs from the range set by the SSAG might constitute an error of law in the absence of a reasonable explanation for the difference: para. 42.
- [315] The SSAG are intended to guide the Court in the determination of the appropriate award. However, it is ultimately for the court to determine, based on all the circumstances of the particular case, the appropriate amount and duration of spousal support.
- [316] Ms. Natanj continued working various jobs after the separation. Ms. Natanj describes her post-separation employment history as a series of part-time and minimum wage jobs. At times, she was working two or three jobs at a time.
- [317] She says that she obtained some financial assistance from her family. In late 2014, she received a \$10,000 loan from her mother that she placed with RBC in a TFSA. This investment would be seem to obviate her "need" for funds.

- [318] Her tax returns indicate the following employment income post-separation: 2014 - \$27,999; 2015 - \$39,377; 2016 - \$41,032. The most recent disclosure in her Form F8 Financial Statement from November 2017 indicates that she is currently employed at two jobs, being at a hotel in Richmond and at Rogers Arena. She refers to having income for spousal support purposes of \$38,000. She claims annual expenses of \$40,872.
- [319] Ms. Natanj expresses a wish to go back to school to obtain further education, perhaps in dental hygiene.
- [320] Mr. Nasiri has been gainfully employed both prior to the marriage and now. His tax returns indicate the following line 150 income: 2009 - \$73,743; 2010 - \$73,393; 2011 - \$88,816; 2012 - \$91,590; 2013 - \$89,469; 2014 - \$84,965; 2015 - \$102,157; 2016 - \$107,235. His income figures for 2015/2016 include annual net rental income from the North Van condominium of approximately \$13-14,000. He claims annual expenses of \$118,691.
- [321] Ms. Natanj suggests that Mr. Nasiri cut her adrift without any support after the separation and that she suffered as a result. Mr. Nasiri denies this and the evidence establishes his version of events.
- [322] Mr. Nasiri says that for about seven months after the separation, Ms. Natanj kept coming into the apartment and removing various household items, as she wished. Mr. Nasiri did not necessarily object to this, save for her removal of more valuable items, being \$2,000 cash and the gold necklace that her mother had given him at the wedding. I find as a fact that Ms. Natanj took these family funds and that Mr. Nasiri did not object given her financial need at the time. After about seven months, Mr. Nasiri asked her to return the key, which she did.
- [323] In addition, even after the separation, Mr. Nasiri was not unfeeling or unconcerned about Ms. Natanj. He continued to support or offer support to Ms. Natanj. He was still in love with her and was begging her to come back.
- [324] He offered to pay for purchases of household items, including a TV. He bought her gifts and visited her from time to time at her work. He offered to take her on vacation. Ms. Natanj denies the offer of a vacation, but then says that she was still required to pay for her own airfare which she could not afford.
- [325] More importantly, even after separation, Ms. Natanj had full access to the RBC joint bank account which had substantial funds in it. As of separation, the account had a balance of \$20,389. Mr. Nasiri continued to deposit monies to that account, including from his paycheques and year-end/mid-year bonuses. His deposits from November 2013 to late January 2014 total approximately \$18,100. The evidence does not establish how much of these funds were used by Ms. Natanj, save that \$2,100 can be directly traced to payments by Ms. Natanj to pay her RBC VISA and MBNA MasterCard balances (on November 18, 2013 (RBC) and December 18, 2013 and January 3, 2014 (MBNA)).

- [326] Mr. Nasiri later withdrew almost \$34,000 from the joint account in March 2014 to deplete the account because he wasn't sure how much money she was taking. However, he almost immediately deposited \$4,000 into that account for Ms. Natanj's use. He later withdrew \$1,600 on May 27, 2014. Later in June 2014, he deposited \$3,000 from his bonus into the account and told Ms. Natanj that she could use those funds.
- [327] In total, Mr. Nasiri asserts that Ms. Natanj either withdrew or spent at least \$5,400 from the joint account after March 2014, in addition to the \$2,000 cash she took and the funds she accessed from the joint account up to March 2014. Ms. Natanj asserts that she only withdrew \$3,000 in July 2014. I accept Mr. Nasiri's evidence in respect of the payments that Ms. Natanj received for support immediately after separation.
- [328] After she had depleted the \$5,400 in the joint bank account by July 2014, Ms. Natanj did not ask Mr. Nasiri for any other support. When the notice of family claim was filed in October 2015, Ms. Natanj asserted that she had quit her studies after separation because she could not afford it. She has produced no documentation at this trial to support that she made any efforts to pursue any studies.
- [329] In any event, after reading Ms. Natanj's pleading, Mr. Nasiri's caring nature was such that he was immediately concerned for Ms. Natanj. He knew from personal experience that it was extremely important to get more education in order to obtain a better paying job. This was, of course, a strategy that had benefitted his own circumstances greatly.
- [330] On his own initiative, Mr. Nasiri immediately took steps to sell his car. The money raised on the sale, \$8,000, was sent to Ms. Natanj through her lawyer on February 11, 2016.
- [331] In due course, Ms. Natanj claimed the \$8,000 payment by Mr. Nasiri on her 2016 tax return as lump sum spousal support, which raised her 2016 line 150 income to \$49,032. This spousal support was declared by Ms. Natanj after she was asked to do so by Mr. Nasiri. Initially, Ms. Natanj told Mr. Nasiri that she would not do so. When she reversed that course, somewhat inexplicably, she never told Mr. Nasiri that she had claimed the amount. As a result, Mr. Nasiri did not claim any deduction for 2016 on his own taxes. I assume that he can refile his 2016 income tax return to claim that deduction.
- [332] Accordingly, the evidence establishes that post-separation, Ms. Natanj has received support monies from Mr. Nasiri of at least \$17,500 (\$2,000 cash/\$2,100 re credit card payments/\$5,400 from joint account/\$8,000 cash from vehicle).
- [333] I have considered the SSAG and the Spousal Support Advisory Guidelines: The Revised User's Guide in terms of the principles to be applied in relation to short marriages where the recipient spouse is in need.

- [334] The SSAG indicate that, for a marriage of four-and-a-half years, the range for support would be for a duration of 2.25 to 4.5 years. Applying the actual period of the parties' cohabitation, the range would be 1.5 to just shy of 4 years. The range of values from December 2013 to December 2017, a duration of four years, is from \$12,893 to \$17,176, with a mid-point of \$15,032.
- [335] Ms. Natanj seeks relief (for seven years at the high end of the range) that would require a significant departure from the SSAG.
- [336] Spousal support principles were discussed by Justice Baird in *Swart v. Redelinghuys*, 2017 BCSC 2066. In that case, there was a short marriage, just over five years, without children. As with Ms. Natanj, the wife had immigrated to Canada to cohabit with her new husband. The wife worked for the first six to eight months after arriving in Canada, but then stopped working for reasons that were unclear. At the hearing, the wife claimed significant spousal support on both compensatory and non-compensatory bases and on the basis of the significant disparity between the parties' incomes.
- [337] On the matter of non-compensatory support, Baird J. stated in *Swart*:
- [30] The respondent also claims support on the basis of need, noting that she relied on the support of the claimant to meet her basic expenses, and that after his support stopped she was forced to rely on the charity of those around her. The nature of non-compensatory support was discussed at some length in *Chutter*, and was succinctly summarized by Arnold-Bailey J. in *T.N.S. v. T.L.G.*, 2016 BCSC 2312:
- [283] Non-compensatory or needs-based spousal support is based on the idea that upon the dissolution of a marriage, the primary burden of meeting the needs of a disadvantaged spouse falls on their former spouse, rather than the state: *Chutter* at para. 54. It aims to narrow the gap between the means and needs of the spouses after the breakdown of the marriage. "Needs", in this context, means more than basic necessities of life. It varies according to the circumstances of the parties and is often measured, at least in longer marriages, against the marital standard of living: *Chutter* at paras. 55, 58. The objective of self-sufficiency must be viewed in the context of this standard as well.

The standard of living enjoyed by the payor spouse after separation is also a relevant consideration: *Hodgkinson v. Hodgkinson*, 2006 BCCA 158 at para 68.

- [31] Further, though in the context of compensatory support, the Supreme Court in *Moge* stated at para. 84:

Although the doctrine of spousal support which focuses on equitable sharing does not guarantee to either party the standard of living enjoyed during the marriage, this standard is far from irrelevant to support entitlement ... As marriage should be regarded as a joint endeavour, the longer the relationship endures, the closer the economic union, the greater will be the presumptive claim to equal standards of living upon its dissolution.

[Emphasis added, internal citations omitted]

[32] In *Lee v. Lee*, 2014 BCCA 383, the British Columbia Court of Appeal determined that marriage alone does not "automatically entitle a spouse to the standard of living enjoyed during the marriage, or as much as the payor could afford" (para. 65). At the same time, the court recognized that a "transitional" non-compensatory award was appropriate in that case because Mr. Lee experienced a decline in his standard of living due to the separation (paras. 66 and 67).

[33] In *Bracklow v. Bracklow* (1999), 1999 CanLII 5311 (BC SC), 181 D.L.R. (4th) 522 (B.C.S.C.), the retrial of the support issue, this court acknowledged at para. 32:

[E]ven where entitlement is based on non-compensatory grounds, ongoing need and ability to pay does not automatically entitle a spouse to indefinite support. After balancing all the relevant criteria, the court must make a just and appropriate award based on the circumstances of the particular claim.

[338] I accept that Ms. Natanj had need following the separation, giving rise to "basic needs/hardship" exception in s. 12.7 of the SSAG. However, the authors of the SSAG note:

We should be clear that this exception is only intended to ease the transition in these hardship cases. It is not intended to provide the marital standard of living, but only a standard of basic needs. And it is not intended to provide support for a long period of time after a shorter marriage, but only for a short transition period.

[339] Ms. Natanj argues that she requires more support than the SSAG would suggest so as to "achieve a meaningful level of self-sufficiency". Such an approach is contrary to the objectives of spousal support (ss. 15.2(6)(c) and (d) of the Divorce Act) in these circumstances, which is meant to relieve her of her economic hardship and ease her way to self sufficiency. It is not meant to tie her to the marital standard of living through ongoing spousal support for an inordinate period of time by reference to Mr. Nasiri's income. In any event, it is evident that the parties lived a fairly frugal lifestyle during the marriage.

[340] On that matter of self sufficiency, it apparent enough that after separation, when Ms. Natanj then saw the need to get a job, she was able to obtain employment almost immediately. By any measure, she has been gainfully employed since that time, earning amounts well in excess of full-time minimum wage positions, such that she has successfully transitioned to supporting herself. I conclude that she was able to meet her "basic needs" from her own income, let alone from spousal support. Her own most recent financial statement indicates that her needs are essentially met through her current income.

[341] Accordingly, I see no need to depart from the SSAG on the basis of need.

- [342] Ms. Natanj did not assert an entitlement to spousal support on the basis of compensatory principles; however, for the sake of argument, I will address that matter. Ms. Natanj points to the fact that she gave up her job in Iran to come to Canada after her marriage to Mr. Nasiri.
- [343] Again, the following discussion in Swart is helpful on this issue:
- [22] Compensatory support was discussed in *Chutter v. Chutter*, 2008 BCCA 507. At para. 50, Madam Justice Rowles observed that it is "intended to provide redress to the recipient spouse for economic disadvantage arising from the marriage or the conferral of an economic advantage upon the other spouse." Thus compensatory support contemplates that each spouse is entitled to recompense for losses caused by the marriage or its breakdown which they would not have otherwise suffered (*Chutter* at para. 50, citing *Bracklow* at paras. 24 and 41).
- [23] The respondent argues that she is entitled to ongoing compensatory and non-compensatory support.
- [24] I acknowledge that there are times when the Guidelines should not be applied, or when their application should be more carefully considered. Chapter 12 of the Guidelines sets out exceptions where a court is justified in deviating from the amounts and/or durations provided by the application of the usual formulas. These exceptions should only be applied after a court determines the circumstances in a particular case cannot be addressed the regular application of the Guidelines, or by re-structuring the award (Guidelines s. 12). The respondent's position might plausibly be related to two of these exceptions: the "compensatory exception in short marriages without children" in s. 12.5, and the "basic needs/hardship: without child support" exception in s. 12.7.
- [25] The authors of *The Spousal Support Advisory Guidelines: Revised Users' Guide*, (Ottawa, Department of Justice, 2016) ("Users' Guide") explain at p. 25 that the compensatory exception in short marriages recognises that the "without child" formula used in the Guidelines generates very limited awards in short marriages, even where there is significant income disparity between the parties. This is because the formula assumes that the only basis for support is non-compensatory, leading to a brief transitional award (*Users' Guide* at 64). This exception is often applied in cases, like this one, where the recipient spouse moved to be with the payor spouse and gave up or compromised his or her job or career to do so, justifying an additional compensatory award. For examples of where courts either explicitly applied the exception or otherwise granted compensatory support under circumstances somewhat analogous to the case at hand, see: *Volik v. Lisovska*, 2011 BCSC 22; *Ahn v. Ahn*, 2007 BCSC 1148; *Stergios v. Kim*, 2011 ONCA 836; *Fuller v. Matthews*, 2007 BCSC 444; *Beardsall v. Dubois* (2009), 175 A.C.W.S. (3d) 483 (Ont. S.C.J.); *R.M.S. v. F.P.C.S.*, 2011 BCCA 53; and *Ai v. Zhu*, 2010 BCSC 1107.

- [26] I do not intend to discuss all of these cases. However, two brief examples are helpful. In Volik, the parties were married for a little over a year, and there were no children of the marriage. The respondent moved to Victoria from the Ukraine to marry the claimant. The respondent was educated, and left a well-paid job to relocate. Once in Victoria, she was limited to low-paying, physical jobs due in large part to her limited English language skills. At the time of the judgment the claimant was 56 and the respondent was 48. The court found that the respondent was economically disadvantaged due to her relocation and applied the compensatory exception. The court also granted non-compensatory support.
- [27] In Ahn, the parties married in 2004 and separated in 2005. There were no children of the marriage. At the time of the hearing Ms. Ahn was 50 and the respondent was 59. The claimant relocated from the United States and gave up her long-standing employment to marry the respondent. Once in Canada, she assisted with the respondent's business and with household tasks. She could not work in Canada until 2006 due to her immigration status. The court found that, despite the short length of the marriage, the claimant was entitled to compensatory support and applied the compensatory exception.
- [Emphasis added.]
- [344] There are difficulties with Ms. Natanj's position in any event. Although she was gainfully employed in Iran, I was given little detail on her standard of living and degree of career achievements sufficient to evaluate the loss of that position. Ms. Natanj simply said that she worked at the Bank, with no further details. She referred only briefly to a plan to obtain a transfer to another branch as a department supervisor. What is known is that she still lived with her parents, which would suggest, leaving cultural considerations aside, that she did not have the means to live on her own. With these scanty facts, it is difficult to assess what "economic disadvantage" Ms. Natanj truly suffered by reason of her move to Canada.
- [345] In addition, the fact that she only started around the time of separation to obtain meaningful employment in Canada was her choice alone. During the marriage, she was continually encouraged by Mr. Nasiri to obtain employment and also to get further education that would assist her in achieving a higher level of employment. She rebuffed all of his efforts. She is no doubt rueing her decision now. She only began in 2013 to advance her employment skills, having wasted the opportunity to do so during the marriage while Mr. Nasiri was fully willing to support her in that regard.
- [346] Accepting Ms. Natanj's need (and even accepting for the sake of argument some compensatory basis for support), in my view, the monies paid to Ms. Natanj after separation have fully satisfied all of Mr. Nasiri's obligations to pay support. The monies she received goes beyond the high-range of the SSAG for a four-year period, being the period of cohabitation and a mid to high end of the range over a four and-a-half period of marriage.

CONCLUSION

[347] The following orders are granted:

- a) The parties are granted a divorce on the usual terms;
- b) Ms. Natanj is required to compensate Mr. Nasiri in the amount of \$13,250 (plus \$2,500 if the necklace is not returned) and Mr. Nasiri is required to compensate Ms. Natanj in the amount of \$10,310, resulting in a net payment owing by Ms. Natanj to Mr. Nasiri of \$2,940 (or \$5,440 if the necklace is not returned);
- c) The parties are to apply to divide Mr. Nasiri's pension pursuant to Part 6 of the FLA; alternatively, if the parties agree on the value to be attributed to Ms. Natanj during the marriage, that amount may be offset against the amount referred to above in (a); and
- d) Ms. Natanj's claim to spousal support is dismissed.

[348] Mr. Nasiri seeks special costs. He relies on the well-known statement from *Garcia v. Crestbrook Forest Industries Ltd.* (1994), 9 B.C.L.R. (3d) 242 at para. 17 (C.A.), to the effect that such costs may be awarded where there is "reprehensible" conduct. As set out in that case:

the word reprehensible is a word of wide meaning. It encompasses scandalous or outrageous conduct but it also encompasses milder forms of misconduct deserving of reproof or rebuke.

[349] I have already outlined Ms. Natanj's concession that there are "gaps" in her disclosure. As earlier stated, this is more accurately described as Ms. Natanj's blatant disregard as to her disclosure obligations pursuant to the FLA and the Rules and her failure to abide by orders granted in this proceeding. As a result of this conduct, Mr. Nasiri had gone to great time, effort and expense in an attempt to discover what the true state of affairs was and is in Iran in terms of Ms. Natanj's assets there.

[350] The fact that Mr. Nasiri has been largely unsuccessful in proving the existence and value of those assets does not detract from this Court signalling its disapproval of Ms. Natanj's conduct. As I discuss above, costs remain the most appropriate basis upon which to do so.

[351] In addition, this proceeding should have been a fairly simple one based on the circumstances of the parties. This was a short marriage without children. The Canadian assets were straightforward with the exception of the North Vancouver condominium. Spousal support was also an issue easily addressed.

[352] In my view, what ramped up this proceeding significantly was Ms. Natanj seeking to enforce the Marriage Agreement. This was no doubt a major issue from Mr. Nasiri's point of view, given the value of the Azadi gold coins. A major portion of this 17-day trial (for the evidence) was consumed with this issue. The parties each prepared extensive written argument on this issue, only with Mr. Nasiri's counsel to be told at the start of Ms. Natanj's argument that she no longer sought that relief.

[353] In all of the circumstances, I have no hesitation in ordering Ms. Natanj to pay Mr. Nasiri's special costs. These will be assessed by the Registrar in the usual fashion, failing agreement of the parties.

"Fitzpatrick 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/18/11/2018BCSC1122.htm>

CASE PAGE <https://chat.esheria.ai/case-law/canada/natanj-v-nasiri-2018>

Prepared on 25 October 2026 · Esheria