

CANADA / JUDGMENT

Palm v. Macdonald

2025 BCSC 2510

COURT

Supreme Court of British Columbia

DECIDED

2 December 2025

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

2025 BCSC 2510 Palm v. Macdonald

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Palm v. Macdonald,

2025 BCSC 2510

Date: 20251202

Docket: E74663

Registry: New Westminster

Between:

Todd Jeffrey Palm

Claimant

And

Julia Alexandria Macdonald

Respondent

Before: Associate Judge Krentz

Oral Reasons for Judgment

In Chambers

Counsel for the Claimant:

H.S. Randhawa

Counsel for the Respondent:

S. Jamal

Place and Date of Hearing:

New Westminster, B.C.

November 25, 2025

December 2, 2025

Place and Date of Judgment:

New Westminster, B.C.

December 2, 2025

- [1] THE COURT: This is my decision in this matter. This family law proceeding is at the early stage of litigation. No trial date has been set. There has not even been a Judicial Case Conference ("JCC").
- [2] This matter comes before me as the parties are unable to agree on the interim possession of a companion animal, Charlie, a 2.5-year-old male golden retriever that was acquired by the parties in August 2023.
- [3] The parties began residing together in January 2018, initially in an apartment rented by the respondent in Coquitlam and then they moved into a home in Surrey, that is shared with the claimant's mother.
- [4] Both parties allege mistreatment by the other party, ranging from verbal abuse, such as making derogatory comments, to aggressive physical behaviour. Most of these allegations are directed at the claimant. He denies that he has been verbally abusive or has acted aggressively to the respondent.
- [5] In addition, it appears that the respondent had a less-than-ideal relationship with the claimant's mother. Not surprisingly, the parties agreed to separate in July 2025, with the respondent moving out of the Surrey home on October 23. There are no children.
- [6] The claimant is an elevator mechanic. He works Monday to Friday and is often finished work by 2:00 p.m. and, as I said, he shares the home with his mother, who is retired.
- [7] The respondent is a registered nurse. She works 12-hour day shifts, four days on, then off four to five days, at the Richmond Hospital. She sometimes picks up additional shifts at another hospital.
- [8] When the respondent left the home on October 23, Charlie was left with the claimant. However, on November 4, while he was at work, the respondent returned to the Surrey home and took Charlie, which resulted in the claimant commencing this proceeding on November 7.

- [9] On that day, he applied for and received from the court an exemption from a JCC so that he could file this application seeking an order that Charlie be returned to him. This application requires a review of the applicable legislation, which includes an amendment to the Family Law Act, S.B.C. 2011, c. 25 [FLA] in 2023.
- [10] As noted by Associate Judge Hughes in *Gass v. Hill*, 2025 BCSC 1602 at para. 10, companion animals as defined in s. 1 are no longer treated as ordinary chattels to be divided in a family law dispute. Although the legislation still treats companion animals as property, it now requires the court to consider a non-exhaustive list of factors when determining ownership and possession of a companion animal.
- [11] Specifically, s. 97 of the FLA provides that for the purposes of giving effect to a division of property, the Supreme Court may determine any matter respecting the ownership, right of possession or division of property. Subsection (2) provides that the Supreme Court may make an order to do one or more of the following:
- (a) declare who has ownership of, or right of possession to, property, including a companion animal.
- [12] Subsection 4.1 provides:
- (4.1) In determining whether to make an order under subsection (1) respecting a companion animal, the Supreme Court must consider the following factors:
- (a) the circumstances in which the companion animal was acquired;
 - (b) the extent to which each spouse cared for the companion animal;
 - (c) any history of family violence;
 - (d) the risk of family violence;
 - (e) a spouse's cruelty, or threat of cruelty, toward an animal;
 - (f) the relationship that a child has with the companion animal;
 - (g) the willingness and ability of each spouse to care for the basic needs of the companion animal;
 - (h) any other circumstances the court considers relevant.
- [13] Lastly, Subsection 4.2 provides that:
- (4.2) An order respecting a companion animal must not
- (a) declare that the spouses jointly own the companion animal, or
 - (b) require the spouses to share possession of the companion animal.

- [14] Both parties submit that when applying the factors set out in ss. 4.1, the court should order that they have interim possession of Charlie. Unlike Part 4 of the FLA that deals with parenting arrangements for children, with the focus being solely on the best interests of the children, the factors in s. 97(4.1) do not specifically refer to the best interests of the companion animal. Likely, that is intentional as companion animals under the FLA are still treated as family property, although they are treated differently than other property, likely reflecting their status as valued members of a family.
- [15] Although the law with respect to companion animals needs further time to evolve, particularly at the trial stage, there is some indication that in making orders under the FLA the best interest of the animal is an important consideration. The (4.1) factors require the court to consider allegations of cruelty towards an animal, family violence, the history of the care of the animal and the ability of each spouse to provide for the basic needs of the companion animal. In my view, those are factors that relate to the best interests of the animal.
- [16] Although not binding on this Court, in *Atwal v. Randhawa*, 2023 BCPC 238 (CanLII) at para. 75, after reviewing other decisions in the Provincial Court, Judge Gaffar stated, "I find that it is appropriate to consider the best interests of the dog in making my decision".
- [17] In opposing this application, the respondent submits that initially they shared expenses related to the care of Charlie, along with equally contributing to the purchase price. However, that changed in the summer of 2024 when the claimant stated to her that he no longer wanted Charlie, so she reimbursed him for one-half of the purchase price and took over primary care of Charlie.
- [18] As referred to earlier, she alleges that the claimant was abusive to her, including threats of physical violence and that at times he was also abusive to Charlie. She further submits, in view of their agreement that she take over the care of Charlie, that when she decided to move out, she rented a home that allows pets.
- [19] The parties have completely different versions as to what happened when the respondent moved out. The claimant's version is set out in his first affidavit starting at para. 32:

Since the time the Respondent moved out of the Family Home on October 23, 2025, Charlie was residing solely with me. The Respondent did not make any requests to see Charlie or ask how he was doing since she left the home

On November 4, 2025, around 11:00 am, the Respondent attended the Family Home and removed Charlie without notifying me. I returned to the Family Home from work and realized that my door was wide open. My mother also advised me that Charlie was gone. Upon realizing that Charlie was gone, I called 9-1-1 and was advised by the dispatcher to call the non-emergency line. I reported this incident to the non-emergency police line and was told an officer would get in touch with me. I was advised by my mother that the Respondent had dropped her phone while taking Charlie.

[20] The claimant further deposes that he drove around looking for Charlie. He did not know exactly where the respondent lived, as she had previously given him only the name of the street. Eventually, after driving around he saw the vehicle of the respondent's father parked in the driveway of a home. He went to the front door and rang the doorbell. He deposes:

Moments later, I heard the Respondent say "it's him" which followed with someone closing the blinds beside the front door. I then knocked on the front door and the door opened as it was unlocked and the handle was not latched. When the door opened, the Respondent said "Jesus" and I saw Charlie who appeared distressed while the Respondent's father stood beside him.

[21] He further deposed that:

The Respondent then yelled "dad call the cops" and I stated that I already called them. The Respondent then shut the door in my face.

Subsequently, I again called the police who told me to wait on the sidewalk. Shortly after, two police officers arrived and spoke with the Respondent and I separately. Shortly after, the police came back and asked me if I had her phone. I told them I did and that I would return it if the Respondent returned my dog.

The police officers then came back and told me I was under arrest and placed me in the back of the police car. I have been charged with mischief.

[22] Meanwhile, the respondent's version is set out in her affidavit starting at para. 21:

On October 12, 2025, the Claimant threatened me. He said he would physically stop me if I took the dog. He also threatened that his family members, including his older brother Christopher, would be present during my move out and make sure I didn't leave with the dog.

When I moved on October 23, 2025, I had to leave Charlie behind and some of his belongings as I was scared due to the threats. I took the majority of my belongings in the move and hired movers and advised the Claimant I would come back later that day to clean and get the rest of my things.

I already had two of Charlie's previous beds at my new residence. I also brought over some toys during the time I was transitioning Charlie to my new residence.

[23] The respondent later deposes in her affidavit at para. 63:

I was very scared for Charlie's well-being and health if I left him with the Claimant, so I retrieved him on November 4, 2025. I was worried the Claimant would get angry at Charlie and get frustrated and impatient again and be abusive and not feed him properly with the treat method.

[24] With respect to the alleged agreement to purchase the claimant's interest in Charlie in 2024, the respondent further deposes in her affidavit at para. 73:

In or about the Spring of 2024 the Claimant told me he couldn't handle Charlie anymore and threatened to leave him on the side of the road. I pleaded with him not to and said I would do everything to care for Charlie and will pay the full amount of the purchase price and cover all

of his expenses. The Claimant agreed and said Charlie is my dog now. On or about June 24, 2024 I paid the other half of the purchase price for Charlie (i.e. \$750) to the Claimant via e-transfer together with my share of the mortgage and car payments. My e-transfer was a total of \$1,850, which was comprised of \$1,110 for my share of the mortgage and car payment, plus \$750 for the other half of the purchase price for Charlie.

- [25] The claimant agrees that the parties jointly paid for Charlie but submits he did most of the legwork in finding Charlie and making the arrangements for transitioning him into their home. He further submits that the respondent was initially against getting a dog and provided text messages between the parties that indicate she was not in favour of getting a dog in August 2023. Nonetheless, I accept that they were both happy to get Charlie once the decision was made to acquire him.
- [26] The claimant further alleges that the respondent had difficulty with Charlie's behaviour and for some time she refused to walk him, but that appears to have been for relatively short periods of time. Likewise, there is some evidence that the claimant at times also became frustrated with Charlie and may have refused to walk him because of his frustration.
- [27] The respondent also alleges that at times the claimant as part of his frustration would lock Charlie out of his room and she provided screenshots of messages, wherein he expresses his frustration with Charlie. She further alleges the claimant would get upset with Charlie when he would not eat, that he would yell at Charlie and threw a food dish at him. She further alleges that on one occasion the claimant tried to shove food down Charlie's throat using a spoon.
- [28] As I indicated earlier, these allegations are all denied by the claimant. He agrees that Charlie was given a time-out by keeping him out of the bedroom but within a few minutes allowed him in and provided a screenshot from an interior camera of that incident, which shows Charlie lying on the bed with the claimant.
- [29] With respect to the allegation of shoving food down Charlie's throat, the claimant submits this allegation is ludicrous as no owner would try to feed a dog with a spoon.
- [30] With respect to the alleged agreement to purchase the claimant's interest in Charlie, the claimant submits that historically the parties kept their finances separate and that the funds she gave him were to reimburse him for some expenses that he paid and did not relate to the purchase of Charlie.
- [31] The claimant attached to his affidavit text messages from the respondent that were sent to him on the same day that she transferred the funds into his bank account. They were sent on June 24, 2024, and they are as follows:

"A couple of months ago you literally stated we were just roommates. Guess you're really trying to make that happen now."

"Congrats, you got your wish."

"He fucking won't eat" [Referring to Charlie.]

"I give up"

"You can have him." [The respondent says this is a typo as she didn't mean to say you can have him. However, within a few minutes after that she does say with respect to Charlie.]

"I'm done feeding him. I'm done walking him."

- [31] Regardless of whether there was a typo or not, these text messages seem to contradict an agreement that on that date she purchased the claimant's interest in Charlie.
- [32] As required, I have considered the factors respecting companion animals that are set out in Subsection 4.1. As for the circumstances in which the companion animal was acquired, I find this to be a neutral factor. I accept that both parties equally contributed to the acquisition of Charlie and further conclude that although most of the legwork was done by the claimant in finding Charlie and that the respondent at that time may have been hesitant, she did willingly accept Charlie into their home.
- [33] As for the extent that each spouse cared for the companion animal, I find that this factor favours the claimant. There is significant evidence that leads the court to conclude that the claimant spent a considerable amount of time training Charlie and attending to his needs.
- [32] The other factors to be considered include history of family violence, risk of family violence and cruelty or threat of cruelty toward an animal. I am unable to reach any conclusions with respect to these factors in this Chambers application. The court does not have the benefit of viva voce testimony and there has been no cross-examination of the parties on the affidavits. Both parties deny such allegations made against them and I have no independent evidence to corroborate the allegations. Furthermore, there was only one allegation of physical violence by the claimant towards the respondent, and it is quite dated.
- [33] Although there is a note from a veterinarian that suggests the claimant may have been frustrated with Charlie's feedings, I accept the claimant's denial that it is highly unlikely he would attempt to force feed Charlie with a spoon. I do not find that either party was cruel, or threatened cruelty, towards Charlie.
- [34] The relationship a child has with the companion animal is a non-issue in this case. Next, I consider the willingness and ability of each spouse to care for the basic needs of the companion animal. I find that both parties are willing and have the ability. I note this factor specifically refers to the 'basic needs' of the companion animal. The level required to meet the basic needs of Charlie is not that high and I accept that both parties have that ability.

- [35] As for other circumstances that the court considers relevant, if I were to consider only the best interests of Charlie on an interim application, I find the evidence favours the claimant. If the claimant is granted interim possession of Charlie, it would allow Charlie to remain in the same home that he has been in for most of his life. The property has a fenced yard for him to run around in. The claimant's mother has two other dogs of her own that likely provide some companionship for Charlie.
- [36] I was provided with video clips of Charlie on the property. They show Charlie running around and playing in the snow with one of the other dogs. The videos show the claimant training Charlie and having him do tricks, including when he was still a puppy. The videos clearly show that Charlie responds well to the claimant, including listening to and responding to verbal commands. That is not to say that Charlie is not bonded to the respondent, as companion animals such as dogs, are fully capable of bonding with more than one person.
- [37] However, I find that the manner in which the respondent removed Charlie from the claimant's home to be a relevant circumstance in this case and should not be condoned by the court. I find it disingenuous for the respondent to say that she was "very scared for Charlie's well-being" when she took him and she was worried that the claimant would be abusive to Charlie. Rather, it seems to me that the respondent waited for an opportunity to remove Charlie when the claimant was at work and in her haste to do so, she dropped her phone and made off with Charlie. I do not find it credible for her to say that she left Charlie with the claimant because of threats he made to her, then made no effort to see Charlie and instead waited for an opportunity to remove him.
- [38] Instead of taking the matter into her own hands, the proper approach would have been to follow the same steps that was taken by the claimant, which was file an application with a court. The respondent could then seek interim possession of Charlie on the basis that there was an agreement made with respect to ownership and that she was the appropriate person to care for Charlie.
- [39] After considering the above factors, I find they favour the claimant's position with respect to possession of Charlie, on an interim basis.
- [40] Another issue that has been raised by the respondent is that by leaving Charlie with the claimant, he and his mother may be in breach of a bylaw of the City of Surrey. The bylaw provides that no person shall keep or allow to be kept on any real property more than six companion animals, consisting of not more than three dogs over the age of 8 weeks and not more than five cats over the age of 12 weeks.
- [41] The respondent notes that if Charlie is back at the claimant's home there would be three dogs. The claimant has two cats, and his mother also has two cats. That would exceed the limit of six companion animals.

- [42] There is evidence from the claimant that one of the dogs is going to be given to a family member.
- [43] CNSL S. JAMAL: Your Honour, there's four dogs in total.
- [44] THE COURT: Sorry. Correct. You told me four dogs and if one of the dogs left, there would be three dogs. Thank you.
- [45] The breach of the bylaw should be a concern to the court. However, I find that submission by the respondent to lack sincerity. It did not seem to be a concern to her that while living in the Surrey home, that she and the other occupants were likely in breach of the bylaw. I also note she was the one who applied to the City of Surrey for Charlie's dog licence, presumably knowing at that time they were in breach of the bylaw.
- [46] So, yes, there are competing public policies in play here. One is not to condone the unilateral actions of the respondent with respect to the way she removed Charlie versus allowing the claimant to be in breach of a bylaw. However, the claimant and his mother have the ability to be in compliance with the bylaw. I accept that one dog is going to another family member, so they will be in compliance with respect to the number of dogs in their home. They can take further steps to be compliant as is necessary.
- [47] I do not find a possible breach of the bylaw to be a deciding factor. Rather, for all the other reasons I have set out above, I will allow the application sought by the claimant and order that the claimant will have interim ownership and possession of Charlie.
- [48] CNSL H. RANDHAWA: Your Honour, do you want hear submissions on costs?
- [49] THE COURT: Yes. Go ahead.
- [50] CNSL H. RANDHAWA: My client spent a significant amount on legal resources just to bring this matter before the court. He has been successful and there's no reason why he shouldn't have his costs.
- [51] THE COURT: In the cause?
- [52] CNSL H. RANDHAWA: Costs we're asking forthwith, but I will leave that in the court's hands.
- [53] CNSL S. JAMAL: Your Honour, my client has suffered a significant loss here. I don't have a good argument for not awarding costs, but they both have suffered here. They've been waiting in court. They came to court once, didn't get heard. We were here another day. This is our third day. I think she's paid a lot. I'm in your hands, Your Honour.
- [54] THE COURT: As the successful party the claimant is entitled to costs. They will be in any event of the cause but not payable forthwith. Thank you.
- [55] CNSL H. RANDHAWA: Thank you, Your Honour.

"Krentz J.A."

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE <https://www.bccourts.ca/jdb-txt/sc/25/25/2025BCSC2510.htm>

CASE PAGE <https://chat.esheria.ai/case-law/canada/palm-v-macdonald-2025>

Prepared on 27 October 2026 · Esheria