

CANADA / JUDGMENT

Powell v. Powell

2019 BCSC 303

COURT

Supreme Court of British Columbia

DECIDED

8 March 2019

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

2019 BCSC 303 Powell v. Powell

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Powell v. Powell,

2019 BCSC 303

Date: 20190308

Docket: E32275

Registry: Penticton

Between:

Dannielle Carleen Powell

Claimant

And

Daniel Kenneth Powell, Kenneth Roy Powell,

Patricia Eleanor Powell

Respondents

Before: The Honourable Mr. Justice Wilson

Reasons for Judgment

Counsel for the Plaintiff:

D. King

Appearing on his own behalf:

D.K. Powell

No other appearances

Place and Date of Hearing:

Penticton, B.C.

February 25, 2019

Place and Date of Judgment:

Penticton, B.C.

March 8, 2019

- [1] The respondent applies to reduce his ongoing child and spousal support obligations in the face of a separation agreement that on its face precludes such a reduction for two reasons:
- a) one of the parties' two children has relocated to reside with him; and
 - b) his income is lower than when the separation agreement was negotiated.

Background

- [2] The parties commenced cohabitation on August 1, 1997, and married in January 2004. There are two children of the marriage, Danica, who is currently 15 years of age, and Daylan, who is now 12 years of age. The parties separated on October 13, 2015.
- [3] The parties appeared to have reached agreement on all issues in December 2016. However, the respondent took the position that no deal had been reached and the claimant brought an application to enforce it. That application was returnable on April 25, 2017, before Leask J., the result of which was a written agreement of that same date which was filed in the court and incorporated as an order of the court. Leask J.'s Order included a divorce order in addition to the following terms:
2. The Children's child support pursuant to the Federal Child Support Guidelines from the respondent is dealt with in a form of Separation Agreement entered into on April 25, 2017 and filed concurrently with this Order.
 3. The claimant will have judgment against the respondent in the amount of \$295,000.00 capital payment, which includes support arrears and contribution towards legal fees, payable by the following installments:
 - (a) the sum of \$45,000 by June 26, 2017;
 - (b) the sum of \$35,000 as soon as possible and in any event, by September 1, 2017;
 - (c) the sum of \$65,000 on or before September 1, 2018;

- (d) the sum of \$150,000 on or before September 1, 2019;
 - (e) Any delinquent monies owing to claimant from the respondent will attract simple interest at the rate of 18% starting 30 days after the payment is due.
4. All outstanding payments will be immediately due upon the sale of assets or shares in Christina Lake Marina Ltd. or related companies.
- [4] The parties owned and operated a marina in Christina Lake, BC, and the former family home was located at the marina property. The respondent sought to keep the marina. The payments contemplated in paragraph 3 of Leask J.'s Order represented settlement of the parties' property issues.
- [5] Other relevant paragraphs of the separation agreement on the matter before the court on this application include the following paragraphs:
- 9.1 Both children will primarily reside with Dannielle.
- ...
- 9.11 Danielle and the children will be moving to Trail, B.C. as soon as possible.
- ...
- 10.1 In this section:
- (a) "Table" and "income" mean "Table" and "income" as those terms are defined in s. 2(1) of the Federal Child Support Guidelines (the "Guidelines");
 - (b) "special or extraordinary expenses" means "special or extraordinary expenses" as this phrase is defined in s. 7(1) of the Guidelines;
 - (c) "child support" refers to the monthly amount upon which we have agreed and may include both Table support and special or extraordinary expenses.
 - (d) From December 1, 2016 until the first month following Dan paying to Dannielle the full sum of \$295,000 as set out in paragraphs 16.8(a) and 18.1 herein (full payment to Dannielle"), Dan shall pay \$1,400 child support per month and \$800 spousal support per month on the first day of each and every month. Upon full payment to Dannielle and in any event by December 1, 2018. There may be a review by either party of quantum of support under the Guidelines after December 1, 2018 but the support will not be reduced.
- 10.2 For purposes of determining base table child support for Danica and Daylan, the parties agree that Dan's estimated annual 2016 guideline income is \$100,000.00 and Dannielle's expected annual 2016 guideline income from CPP Disability is \$9,600.00.

10.3 Dan's parenting time and access with the children or a child is less than 40% of the year or 146 days or 3,504 hours, to satisfy his respective obligation to pay child support in accordance with Section 3 of the Guidelines, Dan will pay to Dannielle the table amount starting May 1, 2016 as child support for Danica and Daylan:

- (a) the Table amount of \$1,400.00 starting on the 1st date of April, 2017; The April 2017 payment may be paid on May 15, 2017.
- (b) Dan's share of the special or extraordinary expenses as set out in the applicable special or extraordinary expenses section below starting September 1, 2017;

until a terminating event under the termination section 10.8 or a change in child support under the sections that follow.

...

10.8 Child support, if payable, ends for the children when:

- (a) a child ceases to be a "child" as defined in the Divorce Act;
- (b) a child no longer resides with either party, ("resides" includes the children living away from home for school, summer employment or vacation);
- (c) a child turns 19, unless he or she is unable to become self-supporting due to illness, disability, education or other cause;
- (d) a child becomes self-supporting;
- (e) a child obtains one post-secondary degree or diploma;
- (f) a child turns 24 years of age;
- (g) a child marries;
- (h) a child dies; or
- (i) a parent dies, provided that the security in the section of the Agreement entitled "Life Insurance" is in place at the time of death.

...

13.1 From December 1, 2016 until the first of the month following Dan paying to Dannielle the full sum of \$295,000 as set out in paragraphs 16.8(a) and 18.1 herein ("full payment to Dannielle"), Dan shall pay \$800.00 spousal support per month on the first day of each and every month. After December 1, 2018 either party may review quantum of spousal support but it will not be reduced. Dan will make the payments on the first day of each month. Entitlement to support and the amount of Dannielle's support will be reviewed five years from the date of this Agreement, or when the Marina Business is sold, whichever is first to occur. The first review will be May 1, 2021. Dannielle's entitlement to spousal support is based on compensatory and non-compensatory grounds, which is not subject to being changed or varied or reviewed except for the review after

five years from the date of this Agreement. At the time of a review, we will use the section of this Agreement entitled "Dispute Resolution" to resolve the amount issue.

...

13.9 Regardless of change of circumstances, no review of spousal support will occur before December 1, 2018.

- [6] The capital payments as contemplated in the separation agreement and confirmed by the Leask J. Order have all been made with the exception of the final payment, which is the largest of the four and is scheduled to be paid on September 1, 2019. However, the payments were not all made on time and efforts were expended on behalf of the claimant to obtain those payments. The third of the payments was due on September 1 but was not actually made until November 8, 2018 and only as a result of an application brought by the claimant.
- [7] In the summer of 2018, the older child, Danica, following the completion of her school year, went to reside with the respondent father with a view to working at the marina. As the school summer holidays came to a close, Danica decided that she wanted to continue to reside with her father and return to her old school to be with her friends. She has lived with the respondent ever since.

Positions of the parties

- [8] The respondent says that it is unfair in all of the circumstances that he continue to pay child support plus the estimated amount of Danica's special and extraordinary expenses under s. 7 to the claimant when the costs associated with Danica are now borne solely by him.
- [9] The respondent says that he has suffered a significant drop in income. He has historically derived his income primarily from two sources. He has a real estate practice, and also operates the marina, which is largely seasonal. Additionally, he also fixes and sells boats from time to time. He says his real estate income has dropped due to a combination of both a blog posted on the internet by the claimant that made derogatory remarks about him, which has since been removed, and market forces, albeit it has done a little better recently. In terms of revenue from the marina, tourism has been lower for the last two summers due to smoke from the forest fires.
- [10] The claimant says that the separation agreement must be viewed from a holistic perspective and that the agreement should be upheld. She says the separation agreement provides that after December 1, 2018, either party is entitled to review quantum of both child support and spousal support, but that the respondent is not entitled to apply to reduce support until the first month following payment of the final instalment of capital. Until she has the benefit of the capital payment, she says the respondent is estopped from bringing the application, or that the application is premature.

- [11] She says the respondent's lifestyle suggests his income is much greater than he claims, and that the reason why the separation agreement was drafted to preclude a reduction in support for so long as there remains unpaid capital payments was to provide appropriate motivation for the respondent to make those payments, the respondent having the ability to manipulate his income as the principal of the company that operates the marina.

Legal framework

- [12] Orders for child support must accord with the Federal Child Support Guidelines (the "Guidelines"). However, the Divorce Act permits deviation from the Guidelines when special circumstances exist. This is so regardless of whether the application is for an initial order under s. 15.1 or for a variation of an order under s. 17 of the Divorce Act. Section 15.1 includes the following terms:

15.1 (1) A court of competent jurisdiction may, on application by either or both spouses, make an order requiring a spouse to pay for the support of any or all children of the marriage.

...

- (3) A court making an order under subsection (1) or an interim order under subsection (2) shall do so in accordance with the applicable guidelines.

...

- (5) Notwithstanding subsection (3), a court may award an amount that is different from the amount that would be determined in accordance with the applicable guidelines if the court is satisfied
- (a) that special provisions in an order, a judgment or a written agreement respecting the financial obligations of the spouses, or the division or transfer of their property, directly or indirectly benefit a child, or that special provisions have otherwise been made for the benefit of a child; and
- (b) that the application of the applicable guidelines would result in an amount of child support that is inequitable given those special provisions.
- (7) Notwithstanding subsection (3), a court may award an amount that is different from the amount that would be determined in accordance with the applicable guidelines on the consent of both spouses if it is satisfied that reasonable arrangements have been made for the support of the child to whom the order relates.
- (8) For the purposes of subsection (7), in determining whether reasonable arrangements have been made for the support of a child, the court shall have regard to the applicable guidelines. However, the court shall not consider the arrangements to be unreasonable solely because the amount of support agreed to is not the same as the amount that would otherwise have been determined in accordance with the applicable guidelines.

[13] Section 17 provides the following:

17(4) Before the court makes a variation order in respect of a child support order, the court shall satisfy itself that a change of circumstances as provided for in the applicable guidelines has occurred since the making of the child support order or the last variation order made in respect of that order.

...

(6.1) A court making a variation order in respect of a child support order shall do so in accordance with the applicable guidelines.

(6.2) Notwithstanding subsection (6.1), in making a variation order in respect of a child support order, a court may award an amount that is different from the amount that would be determined in accordance with the applicable guidelines if the court is satisfied

- (a) that special provisions in an order, a judgment or a written agreement respecting the financial obligations of the spouses, or the division or transfer of their property, directly or indirectly benefit a child, or that special provisions have otherwise been made for the benefit of a child; and
- (b) that the application of the applicable guidelines would result in an amount of child support that is inequitable given those special provisions.

...

(6.5) For the purposes of subsection (6.4), in determining whether reasonable arrangements have been made for the support of a child, the court shall have regard to the applicable guidelines. However, the court shall not consider the arrangements to be unreasonable solely because the amount of support agreed to is not the same as the amount that would otherwise have been determined in accordance with the applicable guidelines.

[14] Paragraph 2 of the Leask J. Order provides that child support is dealt with in the separation agreement and accords with the Guidelines. It is not clear whether this provision as drafted was intended to be an order, which would engage s. 17, or merely confirmed that the separation agreement accorded with the Guidelines to permit the granting of the divorce which also formed a part of that order such that no child support order had been made, thus engaging s. 15.1. No matter, there can be no doubt that Danica's change of residence constitutes a material change in circumstances, the basis for the respondent's application is of no moment.

[15] Following Danica's move to reside with the respondent, the parties transitioned to a split custody arrangement. But for the separation agreement, child support would be calculated in accordance with s. 8 the Guidelines:

Split custody

8 Where each spouse has custody of one or more children, the amount of a child support order is the difference between the amount that each spouse would otherwise pay if a child support order were sought against each of the spouses.

[16] The Supreme Court of Canada has said "a fairly negotiated agreement that represents the intentions and expectations of the parties and that complies substantially with the objectives of the Divorce Act as a whole should receive considerable weight" [Miglin v. Miglin, 2003 SCC 24, at para. 4]. Where parties have negotiated the agreement freely and on the advice of counsel as to how their financial affairs should be settled, the agreement should be respected if it is not unconscionable from a substantive law perspective [Pelech v. Pelech, [1987] S.C.J. No. 31; (1987) 7 R.F.L. (3d) 225 at para. 83].

[17] In Miglin, the court set out a two-stage test applicable on variation proceedings under the Divorce Act:

- a) at the first stage, the court ruled that an agreement may be set aside where the negotiations are not unimpeachable if the agreement once executed is not in substantial compliance with the general objectives of the Divorce Act, generally; and
- b) at the second stage, the court must determine whether the agreement is still in substantial compliance with these objectives when the application is brought.

Issues

[18] The issues to be determined are:

- a) Is the term of the separation agreement that precludes the respondent from applying to reduce child support enforceable?
- b) Has the respondent proven a material change in his income?
- c) If yes, does the separation agreement preclude the respondent from bringing an application to reduce his spousal support obligation?

[19] The respondent also seeks ancillary orders relating to a \$5,000 credit on account of a previous costs order, and an order that the claimant cause the portion of the child tax benefit that is associated with Danica to be redirected to him effective July 1, 2018, together with costs of this application.

Child support

[20] The question the court must answer is whether the claimant is entitled to receive child support for Danica when Danica resides with the respondent. For the reasons that follow, I conclude that the answer to this question is no because it is contrary to public policy and the objectives of the Divorce Act.

[21] In *Chan-Henry v. Liu*, 2018 BCSC 2140, the parties had entered into a consent order that provided for a fixed amount of child support with no review except in very limited circumstances: turning 21, full-time employment, getting a degree, getting married, or moving out of the house. Kent J. addressed the underlying principles for the support of children when considering whether the consent order was enforceable:

[161] Whether child support jurisdiction is governed by the Divorce Act or the FLA (or both), the Supreme Court of Canada cases *D.B.S. v. S.R.G.*, 2006 SCC 37, and *Kerr v. Baranow*, 2011 SCC 10, and their progeny, have articulated certain fundamental principles of law applicable to all child support matters:

1. a parent-child relationship is a fiduciary relationship of presumed dependency and the obligation of both parents to provide financial support for the child automatically arises at birth;
2. parents have a joint and ongoing legal obligation to provide financial support for their children in a way that is commensurate to their income;
3. this obligation and the children's concomitant right to support exists independently of any statute or court order;
4. child support is the right of the child, not of the parent seeking support on the child's behalf;
5. support payments are based on earning capacity and not just on what a parent actually earns - as a result, parents have a legal obligation to earn as much as they reasonably are capable of earning so that the children receive an appropriate level of support;
6. a parent does not fulfil his/her obligation to his/her children if (s)he does not increase child support payments when his/her income increases significantly; and
7. both parents must put their child's interests ahead of their own in negotiating and litigating child support.

[162] The Divorce Act and the Family Law Act provide for child support and grant the court jurisdiction to make an order requiring the payment of child support. Both pieces of legislation make it mandatory for child support to be determined in accordance with the Guidelines. In turn, those Guidelines determine the amount of child support based upon the annual income of a spouse.

[22] Kent J. went on to conclude that the parties' agreement that provided for a fixed amount of child support with no right for review except for those few circumstances to be contrary to public policy and unenforceable:

[178] In my opinion, the agreement by the parties to have child support paid in a fixed amount on an indefinite basis is contrary to public policy and unenforceable at law. This is also true of the agreement to exclude the possibility of child support variation based on events, which, at law, would clearly constitute a material change in circumstances, i.e. loss of

employment, inability to work for medical reasons, et cetera. Such provisions fail to recognize and, indeed, breach the fundamental principles of law applicable to child support matters referred to in para. [161] above.

- [179] For example, assume Mr. Chan-Henry's income doubles next year. The effect of the Settlement Agreement would be to deprive the children of the substantially increased support to which they would otherwise be entitled.
- [180] Similarly, assume an accident renders Mr. Chan-Henry unable to work. Even in such catastrophic circumstances, the Separation Agreement would oblige him to pay the fixed child support regardless of the fact that he no longer receives any employment income.
- [181] These examples illustrate the potential for injustice that has been woven into the revised child support regime agreed to by the parties.
- [23] The original arrangement reached by the parties as articulated in the separation agreement did not contemplate what would happen if either of the children went to live with the respondent. The separation agreement states that the children were to live with the claimant who was going to relocate with them to Trail, BC. Support could terminate pursuant to any of the various grounds enumerated in paragraph 10.8; however, none of those grounds apply to the current situation.
- [24] While the Divorce Act allows for a deviation from the Guidelines if the court is satisfied there is a direct or indirect benefit to the child, I cannot see how it is in Danica's best interests if the respondent is required to pay child support and s. 7 expenses to the claimant while her actual expenses are being borne by the respondent. Indeed, no explanation was offered as to how the present circumstances could benefit Danica as distinct from the claimant. The claimant is currently incurring no expenses associated with Danica's support. I conclude that it is contrary to the underlying principles relating to the support of children and the Divorce Act if funds are unavailable to the respondent for that purpose but instead are paid to the claimant.
- [25] The parties did not contemplate either of the children residing with the respondent when the separation agreement was negotiated. I conclude that the separation agreement must necessarily be varied to account for this unforeseen circumstance such that the amount of child support payable by the respondent to the claimant must accord with the Guidelines.
- [26] The respondent argues that the effective date for any change should be July 1, 2018, being the commencement of the month following when Danica moved to live with him. However, it was not until the end of August that Danica communicated her decision to remain with the respondent.
- [27] The effective date for the recalculation of the respondent's child support obligations to accord with s. 8 of the Guidelines is September 1, 2018.

Section 7 expenses

- [28] On February 13, 2018, Cullen J. ordered the respondent to pay his contribution to s. 7 expenses monthly until further order of the court:
4. Commencing February 1, 2018 and continuing on the 1st day of each month thereafter, the respondent will pay to the claimant the sum of \$1,038.56 per month as his 80% contribution towards the Children's s. 7 Federal Child Support Guideline expenses until further order of the court.
- [29] The evidence suggests that the s. 7 expenses for Danica far exceed those for Daylan. The claimant has deposed to payments on account of s. 7 expenses made by her subsequent to Danica's change of residence. However, not all of the expenses indicated would constitute special and extraordinary expenses as that term is defined in the Guidelines, and I am unable to conclude in any event as to what may or may not have been paid by the parties on account of s. 7 expenses as there is simply insufficient evidence to draw any conclusions.
- [30] The claimant argues that the order for payment of s. 7 expenses should be varied effective December 31, 2018, and that the respondent should pay her the sum of \$400 per month on account of s. 7 expenses, based upon a rough approximation of what may be owed. The respondent says the variation of the order should be from when Danica went to live with him, but did not offer a different amount.
- [31] In the circumstances, I will order that the respondent's obligation to contribute to s. 7 expenses in accordance with the Order of Cullen J. is amended effective December 31, 2018, and that he is to pay \$400 per month effective January 1, 2019. It is not disputed that the claimant has paid some s. 7 expenses for Danica since the relocation. This order relating to the s. 7 expenses is made without prejudice to either party seeking clarification or a determination for the appropriate allocation after September 1, 2018, as no conclusions can be reached on the state of the evidence.

The Respondent's income

- [32] The respondent argues that his income is now lower and that his obligations should be reduced. For the reasons set out below, I conclude the respondent's evidence falls well short of establishing any change in his income.
- [33] The respondent's actual income has been a topic of some controversy between the parties, including when the separation agreement was negotiated. The claimant has continually asserted that the respondent's income is higher than he reports. In addition to having self-employment income from the marina and his work as a realtor, the claimant has also said that the respondent derives income from cash transactions, something he has steadfastly denied.

- [34] The respondent says in his affidavit that his T4 income was \$30,270.01 in 2017, and he expects the same for this year (presumably he means for 2018 as opposed to 2019). However, since he is both a shareholder of the company that owns the marina and also a realtor, his T4 statements are not necessarily indicative of his income. He has the ability to pay himself by way of dividends, which do not result in a T4 statement; he may be able to leave money in the company; he may have shareholder loans to be repaid which would not be income at all for tax purposes, but may be taken into account for support purposes.
- [35] The respondent has not sworn an updated Form F8 Financial Statement to support this application. I find his evidence falls short of establishing a material adverse change in his income.
- [36] In the circumstances, child support and s. 7 expenses will be recalculated on the basis of split custody using the claimant's income of \$9,600 and the respondent's income of \$100,000 in accordance with the separation agreement.

Spousal support

- [37] The respondent applied to lower his monthly spousal support obligations based on a reduction of his income. I have already rejected his submissions regarding his income, and his application to reduce spousal support is dismissed. I therefore do not need to address whether the separation agreement is a bar to an application to reduce spousal support.
- [38] A reduction in a payor's child support obligations may result in an upward adjustment in spousal support because child support is calculated first. A consequence of reducing the respondent's child support obligation is a corresponding increase in the payor's ability to pay spousal support. The claimant did not seek an upward adjustment of spousal support as an alternative argument, having focused solely on seeking to uphold the terms of the separation agreement notwithstanding Danica's change of residence. As such, I do not have the benefit of argument on the point.
- [39] While it is certainly possible that spousal support should be adjusted upwards, I am not in a position to order it. Given my conclusions on child support and the parties' incomes, I would hope that the parties would be able to reach an agreement. However if they cannot, the claimant has liberty to apply. That application is to be set before me if scheduled within the next six months. If the parties are able to agree, an order can be forwarded to me for endorsement.

Other orders sought

Accounting for a credit owed to the respondent

- [40] Paragraph 8 of the respondent's notice of application seeks the following:

8 An Order for the \$5000 in costs awarded back to the Respondent by Justice Cullen, and being held in the Claimant's lawyer's trust account, to be set off against any debts of the Respondent as was Justice Cullen's stated intention, including the debt owing for the kayak and computer that the Respondent was previously Ordered to pay.

[41] The respondent says that Cullen J. previously ordered that he was obligated to compensate the claimant resulting from his disposing of a computer and a kayak in the amount of \$2,142.88. This payment was to be made within 10 days. On a previous application brought on a without notice basis, Cole J. had ordered special costs payable in the amount of \$5,000 be paid by the respondent to the claimant, which funds were subsequently paid by the respondent to the claimant as part of another transaction. However, in his Order of February 13, 2018, Cullen J. held that the special costs be repaid due to a lack of full disclosure when the without notice order was obtained. In his May 13, 2018 Order, Cullen J. stated the following at paragraph 9:

9. The application for directions on the order pronounced by Justice Cullen on February 13, 2018, to have the \$5,000 special costs awarded by Justice Cole paid back to the respondent, be set off against current expenses rather than set off against future capital payments from the claimant to the respondent is dismissed, except that a set off may be made against monies owing by the respondent to the claimant but not for child support or section 7 expenses for the children.

[42] The respondent says that he is entitled to credit for the \$5,000 from other funds owed by him, except that he may not set-off that amount against child support or s. 7 expenses. I agree. While the claimant says that the respondent owes money for other things, including previous costs orders that have not yet been assessed due to no fault of the claimant's but rather a lack of court time, there is nothing in Cullen J.'s Order that contemplates those funds being retained as security for costs.

[43] The respondent is entitled to an order that confirms his obligation in the amount of \$2,142.88 pursuant to paragraph 1 of Cullen J.'s Order of February 13, 2018 has been satisfied, with the remainder of those funds to be credited against any other obligations except for payment of child support and s. 7 expenses as ordered by Cullen J. on May 7, 2018.

Government monies for Danica

[44] In paragraph 12 of his notice of application, the respondent seeks:

12. An Order for the Claimant to cause and all government monies paid to her on behalf of the oldest daughter Danica, residing with her father, to be re-directed to the Respondent, as well as any of the same monies received by the Claimant since July 1, 2018 to be reimbursed to the Respondent, payable within 14 days of the Order.

[45] However, there is no evidence before the court indicating the claimant has failed to sign any documents that had been put before her to reflect the change of Danica's residence effective on September 1, 2018. This part of his application is dismissed.

Costs

[46] The respondent seeks costs to compensate him for the time, trouble and expense associated with bringing this application. However, I consider that success on this application is divided. The respondent was successful in obtaining an adjustment in the amount of child support to reflect that the parties now have a split custody arrangement. However, the claimant was successful on the issue of whether the respondent's income should be reduced for the purposes of calculating his obligations.

[47] The parties shall bear their own costs.

"Wilson 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/19/03/2019BCSC0303.htm>

CASE PAGE <https://chat.esheria.ai/case-law/canada/powell-v-powell-2019>

Prepared on 29 October 2026 · Esheria