

CANADA / JUDGMENT

S.J.G. v. A.W.J.

2025 BCSC 2233

COURT

Supreme Court of British Columbia

DECIDED

23 October 2025

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2025 BCSC 2233 S.J.G. v. A.W.J.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

S.J.G. v. A.W.J.,

2025 BCSC 2233

Date: 20251023

Docket: E232167

Registry: Vancouver

Between:

S.J.G.

Claimant

And

A.W.J.

Respondent

Before: Associate Judge Harper

Oral Reasons for Judgment

In Chambers

Counsel for the Claimant:

T. Jackson

(October 10, 2025)

K. Lock

(October 23, 2025)

Counsel for the Respondent:

P. Daykin, K.C.

Place and Date of Hearing:

Vancouver, B.C.

October 10, 2025

Place and Date of Judgment:

Vancouver, B.C.

October 23, 2025

- [1] THE COURT: These are my oral reasons. One of the parties requested a transcript of my reasons. I have decided to publish my reasons and, therefore, have anonymized the parties' names, redacted some parts of the evidence, and obscured some details that might identify the parties or their child. The substance of my reasons is unchanged from my original oral reasons.
- [2] There are several applications before the court in this family law matter.
- [3] The parties were married in July of 2007 and separated in July of 2022. They have one child together, aged 14. She currently lives with the respondent father, Mr. J. The parties jointly retained Paul McEwen to value the parties' respective business interests. Mr. McEwen prepared a draft report, but the mother will not sign off on it because she says she cannot comment on the report until she receives further disclosure.
- [4] There is an issue about the transfer of some funds from a line of credit, and I will deal with that matter first. The claimant mother, Dr. G., unilaterally transferred the sum of \$369,369 from a line of credit that is secured against the former family residence. I will refer to this as "the transfer."
- [5] After separation, the parties agreed to divide responsibility for payment of their joint liabilities. They agreed that Dr. G. would pay the expenses for the condo and Mr. J. would pay the expenses for the former family residence. That agreement was upended by the transfer because now Mr. J. must pay the interest on the increased amount of the line of credit.
- [6] The parties could have discussed, either directly or through counsel, how to divide interim responsibility for the payment of expenses, including mortgages and the lines of credit. Dr. G. explains her reasoning for the transfer at paras. 10-12 of her affidavit affirmed June 27, 2025, saying, in part:

Because there was no resolution of the property division in our family law matter and because I did not want to jeopardize [my] business by withdrawing more funds, I withdrew \$369,369.43 from the RBC line of credit 2515 in August 2024. I used \$369,369 to pay down the [company] loans related to the [condo].

[7] Moving on to para. 11, she says:

Paying down the [company] loans enabled me to equalize my living costs with the respondent's. After I paid down the [company] loan my monthly payments for the [condo] decreased to approximately \$6,000. Before I withdrew \$369,369 from the RBC line of credit 2515 the monthly payments for the RBC Homelife Plan were approximately \$4,700 per month and after the 369,369 was withdrawn approximately \$5,900 per month.

[8] And at para. 12:

The respondent's application alleges that borrowing \$369,369 from the RBC line of credit 2515 skewed the allocation of family property in my favour. I disagree. I simply transferred debt between assets owned by both of us, either directly or indirectly, which did not jeopardize either party regarding the allocation of family property. I did not borrow these funds and waste them; nor did I remove any capital from the joint assets that were available for division.

[9] If, as Dr. G. says, she made the transfer for a good reason, she ought to have obtained Mr. J.'s agreement before doing so. She may have had autonomy over financial decisions during the marriage and thought Mr. J. would agree with this transaction after the separation, but he does not agree. The effect of the transfer is to decrease Dr. G.'s interest payment obligations and to increase Mr. J.'s. The parties disagree as to the amount of those changes.

[10] Mr. J. says he has to pay an extra \$2,000 per month, but Dr. G. says he only has to pay an extra \$1,200 per month. Mr. J. seeks an order that Dr. G. repay the transfer back into the line of credit where it came from. Dr. G. insists that leaving things as they are is to the mutual benefit of the parties. I cannot resolve that dispute on the evidence before me. Although it is true that Mr. J. will get the benefit of the increased value of Dr. G.'s business assets as a paydown of the debt, in the meantime, someone has to pay the interest on the increased line of credit.

[11] I characterize the issue on this application differently than the parties do. Accepting for the sake of argument that the transfer was provident overall for both parties--and I emphasize that this is just a hypothetical--s. 226(a) of the Family Law Act, S.B.C. 2011, c. 25, provides that a court may make an order requiring a party to make payments respecting mortgage or other expenses related to a residence. Here, the line of credit is an expense related to the former family residence. There is no court order in place requiring either party to pay any expenses at all. They have made their own informal agreements.

- [12] On the issue of the transfer, their informal agreement has broken down. It is not clear to me that the transfer should be repaid into the line of credit. However, the amount of interest that Mr. J. has to pay on the transfer is an expense that should be shared between the parties. The difficulty with making an order as to who pays what is that the order would lack context of the overall family debt obligations.
- [13] If a s. 91 restraining order had been sought by either party before the transfer, the parties would have been expected to adduce evidence as to how the expenses should be paid on an interim basis and by whom. This is a very typical application that associate judges see in chambers on a daily basis. That application never happened, which has created an unnecessary burden for the court to disentangle the transfer from the overall financial picture.
- [14] Doing the best I can with the evidence available, I order that Dr. G. pay \$2,000 per month into the line of credit from which the transfer was taken; that is, the RBC line of credit account number ending 2515, commencing November 1, 2025 and continuing on the first day of each month thereafter until written agreement of the parties or further order of the court. This order is without prejudice to either party seeking a different result at trial.
- [15] I now turn to child support. The child has been living solely with Mr. J. since January 2025. Dr. G. is required to pay child support. It is true that Mr. J. could have waited until trial to seek retroactive child support, but he chose to bring this application, as he was entitled to do. The challenge is determining Dr. G.'s Guideline income.
- [16] Mr. McEwen's report has stated limitations. He was not asked to prepare a Guideline income report. Mr. J. says that the seller's discretionary earnings ("SDE") from [Dr. G.'s company] set out in Mr. McEwen's report should form the basis of the Guideline income calculation. He estimates the range of maintainable SDE to be between \$800,000 and \$1,000,000 per year.
- [17] The notice of application seeks an order that the court impose a Guideline income of \$907,000 to Dr. G. However, in submissions, Mr. J. has revised his position. Counsel for Mr. J. submits that the court should simply add the pre-tax income of [Dr. G.'s company] to the management salary paid by [Dr. G.'s company] to Dr. G. On that basis, the Guideline income would be approximately \$681,000 in 2022, \$791,000 in 2023, and \$754,000 in 2024.
- [18] Mr. J. asks the court to set Dr. G.'s Guideline income at \$754,419 resulting in a child support payment of \$6,070 per month. Dr. G. says that Mr. McEwen was not tasked with opining on Dr. G.'s Guideline income and that the income figure in his report was for the purposes of evaluation of the business. Given that Mr. J. has resiled from his position on the SDE, I do not think this is a relevant factor.

- [19] Dr. G. provided a letter from her accountant that is summarized in para. 42 of counsel's written submissions on behalf of Mr. J. Dr. G. was able to buy an expensive piece of equipment with cash retained by her company. The purchase of this equipment is a neutral factor in the determination of the Guideline income. The other points made by Dr. G.'s accountant, I think, were successfully refuted by Mr. J.
- [20] Dr. G. further says that \$6,070 is more money than the child needs. This is an outdated argument. Dr. G. is a high-income earner and child support is paid commensurate with that income.
- [21] I agree that Dr. G.'s Guideline income should be set at \$754,419. This amount is supported by the application of para. 18(1)(a) of the Child Support Guidelines, SOR/97-175, and relevant case authorities, including *Teja v. Dhanda*, 2009 BCCA 198 at para. 13 and *Quinton v. Kehler*, 2020 BCCA 254 at para. 85.
- [22] Therefore, the order will be that Dr. G. will pay Mr. J. child support in the amount of \$6,070 commencing May 1, 2025 and continuing on the first day of each and every month thereafter in full until further order of the court or written agreement of the parties. Although it goes without saying, I am prepared to make a term in the order as follows: Dr. G. is entitled to a credit for any payments she made under the interim without prejudice order made by Associate Judge Robertson on August 2, 2025.
- [23] I will address Mr. J.'s application for a deadline to respond to Mr. McEwen's draft report in the course of addressing Dr. G.'s application for document disclosure. Dr. G. seeks 77 categories of documents set out in the schedule attached to the notice of application filed April 26, 2025. The application response filed July 4, 2025 states that Mr. J. agrees that the parties should deliver their lists of documents and then follow the demand protocols set out in the Supreme Court Family Rules [Rules]. Mr. J.'s position seems to have been overtaken by the passage of time.
- [24] Mr. J. argues that all relevant documents that are required for Mr. McEwen to finalize his report have been produced. I note the limitations of Mr. McEwen's report. He was asked to do an estimate valuation report, not a comprehensive valuation report. He says at para. 1.6: The conclusion expressed herein may have been different had a comprehensive valuation report been prepared.
- [25] Further, he says at para. 2.3 that the report is prepared for mediation purposes and is not suitable for use as an expert report in court. Perhaps the parties agree that once the report is finalized it will be converted into a report within the meaning of Rule 13-3, but I did not hear any submissions to that effect.

- [26] The report is now out-of-date. The instructing letter requires Mr. McEwen to value the business interests at the "current date." The current date is a moving target. I agree that the report should be current, or at least as current as the most recent financial statements. It follows that I agree with Dr. G.'s position that document disclosure should occur first and then the report should be finalized.
- [27] The scope of document disclosure that Dr. G. seeks is broad. She seeks not only up-to-date financial statements and income tax returns, but also general ledgers, trial balances, and adjusting journal entries. She says these documents are essential for her to be able to evaluate the McEwen report. There is a level of suspicion on Dr. G.'s part about the values ascribed to Mr. J.'s business assets. She is likely disappointed in the draft opinion that it has no growth in value--in fact, it is a negative growth--in the company that Mr. J. owned at the date of marriage, and no opinion as to value to most of the companies acquired during marriage except for one that he values at approximately \$495,000.
- [28] Although Mr. McEwen was jointly retained, Dr. G. takes the position there are discrepancies in the report. Dr. G. questions the valuation given the high gross revenue of three of the companies. The basis for the request for further document disclosure is that Mr. McEwen relied solely on the information Mr. J. provided. The level of report requested by the parties is not a forensic audit. Accordingly, Mr. McEwen's opinions must rely on assumed facts. However, in the course of preparing his report, he made seven requests for information and documents from the parties. Those requests, I assume, were complied with.
- [29] Counsel for Mr. J. makes the point that Mr. McEwen did not ask for any more information or documents. If the parties had agreed to seek a comprehensive valuation report from Mr. McEwen, I think the document disclosure conflict would fall by the wayside. Dr. G. would simply put her concerns to Mr. McEwen and ask him to investigate them.
- [30] To Mr. J.'s point that a comprehensive valuation report is expensive, it seems to me that the parties will be adding to their separate expenses by retaining their own experts to advise them.

[31] In her written submissions, counsel for Dr. G. states at para. 36:

Since this first report did not include questioning the completeness, accuracy, or veracity of the respondent's information as per his engagement agreement, the claimant must undertake this critical analysis. Doing so requires full, accurate and unredacted disclosure from the respondent's companies.

[32] At para. 37:

The claimant must retain her own expert in [the type of business [Mr.] J. conducts] to help evaluate the respondent's information and the draft valuation report. Only after receiving complete information and documents and conducting examinations for discovery will the claimant be able to provide meaningful commentary on the McEwen report.

- [33] Dr. G. is at liberty to retain her own expert, but the structure of the Rules does not support slowing down the preparation of an expert report pursuant to Rule 13-3(2) pending a shadow expert's opinion. Rule 13-3(2) requires that:

Joint appointment on financial issues

- (2) If any party wishes to present to the court expert opinion evidence on a financial issue,
- (a) that evidence must be presented to the court by means of a jointly appointed expert unless the court otherwise orders or the parties otherwise agree, []
- [34] I am not sure whether the parties intended Mr. McEwen's report to be presented to the court given the limitations of the report. The written submissions provided on behalf of Dr. G. that set out the concerns she has about the McEwen report are elaborate. I doubt that Dr. G. came up with these concerns herself. The point of a joint retainer as required by Rule 13-3 is to avoid, as much as possible, a battle of the experts. If Dr. G. has concerns about the report, she should communicate them to Mr. McEwen. There is no benefit to waiting for document disclosure.
- [35] In submissions, counsel for Mr. J. stated that there are three classes of documents that are objected to. I agree with that submission. I do not see the rationale for disclosure of the general ledger and bank statements. Mr. McEwen did not ask for these documents. There is no basis for disclosure of historical personal bank statements and credit card statements for 2019 to 2024.
- [36] Mr. J. acknowledges that, in order for the parties to move forward and for Dr. G. to have confidence in the eventual report of Mr. McEwen, some document disclosure is required. I concede that the order that I make today might be considered overly broad and favours, perhaps, over-disclosure. When I make the order, I am mindful of the pressing need for this family to put the litigation behind them, and if the court's assistance is required in that regard, so be it.
- [37] The order will be that the remaining classes of documents, other than those objected to by Mr. J., which are sought will be provided as per the schedule attached to the notice of application within 45 days of today's date. The application for disclosure of the three classes of documents that Mr. J. objected to is dismissed with leave to reapply.
- [38] As for the request that Mr. J. be examined for discovery before Dr. G. provides comments to Mr. McEwen, I think this is a request in the context of Dr. G. not having faith in Mr. McEwen's opinion. It may well be that Mr. McEwen's opinion might change if he were given more information and documents, but, to repeat, he was asked to do an estimate, not a comprehensive valuation.

- [39] The parties have a trial date in June 2026. In my view, it is vitally important this trial date not be derailed. Mr. McEwen's report needs to be finalized. The parties need to agree that the report is going to be converted to a report within the meaning of Rule 13-3, and not just a report for mediation purposes or else it is useless.
- [40] I have concluded that if examining Mr. J. for discovery will help keep the McEwen report on track, and not risk an application to adjourn the trial because the case is not ready to proceed, then the examination for discovery should be permitted to occur before Dr. G. gives her comments to Mr. McEwen. Therefore, the order will be that Dr. G. is required to provide the comments to Mr. McEwen on his report within 30 days following the examination for discovery of Mr. J. and the examination for discovery will be scheduled for a date that ensures that the report will be delivered by 84 days before trial.
- [41] That concludes my orders and my reasons for judgment. Are there any submissions with respect to costs? Mr. Daykin, your application came first, so I will hear from you first.

[SUBMISSIONS RE COSTS]

[42] THE COURT: Each party will bear their own costs of their applications.

"Associate Judge Harper"

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