

CANADA / JUDGMENT

S.K.M. v. T.J.B.

2022 BCSC 426

COURT

Supreme Court of British Columbia

DECIDED

15 March 2022

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

2022 BCSC 426 S.K.M. v. T.J.B.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

S.K.M. v. T.J.B.,

2022 BCSC 426

Date: 20220315

Docket: E210473

Registry: Vancouver

Between:

S.K.M.

Claimant

And

T.J.B.

Respondent

Before: The Honourable Madam Justice Tucker

Reasons for Judgment

Counsel for Claimant:

M. Lai

R. Marcoux

Counsel for Respondent:

N. Davies

Place and Date of Hearing:

Vancouver, B.C.

February 7, 2022

Place and Date of Judgment:

Vancouver, B.C.

March 15, 2022

Table of Contents

I. Introduction. 3

II. Facts. 3

A. Background. 3

B. 2005 Marriage Agreement 3

C. The House. 5

D. The House: Post-Separation Dealings. 6

E. Available Properties. 9

III. Legal Framework. 9

IV. Positions. 11

V. Analysis. 13

A. Necessity. 13

B. Expediency. 15

VI. Disposition. 16

I. Introduction

[1] The claimant applies for an order of sale for the former family residence under Rule 15-8 of the Supreme Court Family Rules, B.C. Reg. 169/2009 [SCFR]. The parties disagree as to whether the proposed sale is necessary or expedient.

II. Facts

A. Background

- [2] The claimant, S., is 52 years old. The respondent, T., is 57. They were married on April 12, 2004, and share two children aged 16 and 14.
- [3] The parties separated on May 28, 2020. A notice of family claim was filed on March 2021, and a trial is set for June 2023.
- [4] The claimant works in human resources and earns about \$120,000 a year.
- [5] Since September 2021, the respondent has been employed doing communications work for Providence Health Care and earning about \$95,000 a year. Before that, she worked as an independent contractor providing communication services with Providence Health Care and Fraser Health Authority as her primary clients. She continues to do some contracting work and makes about \$500 a month in that capacity.

B. 2005 Marriage Agreement

- [6] In May 2005, the parties entered a marriage agreement ("Agreement"). The Agreement sets out their separate property and addresses the division of family property in the event of separation. The relevant terms read:

SEPARATE PROPERTY

- 8. (1) Except as otherwise provided in this Agreement, the following is [T]'s separate property ("[T]'s Separate Property"):
 - (1) the assets listed in Schedule "A" [the Williams House];
 - (2) companies, businesses and ventures developed and operated by [T] during the relationship, and
 - (3) all windfalls, such as inheritances, gifts or damages for personal injury received by [T] before or during the relationship, or after it ends.
- (2) Subject to paragraph 15(d), the property referred to in sub-clause (1) includes increases in value in the property and any property acquired in exchange for the property or with the proceeds from sale of the property or its substitute.
- (3) Except as otherwise provided in this Agreement, the following is [S]'s separate property ("[S]'s Separate Property"):
 - (a) the assets listed in Schedule "B";
 - (b) companies, businesses and ventures developed and operated by [S] during the relationship; and
 - (c) all windfalls, such as inheritances, gifts, or damages for personal injury received by [S] before or during the relationship, or after it ends.

- (4) The property referred to in sub-clause (3) includes increases in value in the property and any property acquired in exchange for the property or with the proceeds from sale of the property or its substitute.
- (5) [T]'s Separate Property will remain her separate property during the relationship and after it ends and S gives up forever any claim to [T]'s Separate Property except as provided in paragraph 15(d).
- (6) [S]'s Separate Property will remain his separate property during the relationship and after it ends and [T] gives up forever any claim to S's Separate Property.
- (7) Each party may dispose of that party's Separate Property without the consent of the other.
- (8) The parties will review the terms of this Agreement as they relate to each party's Separate Property annually by July 1, 2006.
- (9) If the parties do not review the Agreement as provided under sub-clause (8), or review the Agreement and do not amend or revise it, both parties are deemed to consider that the terms of the Agreement as they relate to each party's Separate Property continue to operate fairly.

PROPERTY RIGHTS IF THE RELATIONSHIP ENDS

- 15. (1) All property acquired during the relationship other than [T]'s Separate Property and [S]'s Separate Property is, if the parties' relationship ends, subject to division under Part 5 and Part 6 of the Family Relations Act.
- (2) Neither party will claim an interest in, or a right to compensation with respect to, the Separate Property of the other except as set out in paragraph 15(d) below, and, without limiting the generality of the foregoing, neither will make such a claim based on
 - (a) the law pertaining to trusts or unjust enrichment;
 - (b) the Family Relations Act or similar legislation, whether or not the property was used for a family purpose; or
 - (c) any direct or indirect contribution to property owned by the other whether or not savings occurred through
 - (i) effective management of the household, or child-raising responsibilities, or
 - (ii) involvement by a party with respect to Business Assets owned by the other, or in the operation of any other company, business, or venture developed and operated by the other.
 - (d) [S] shall be entitled to a share in the equity of the matrimonial home on the following basis:
 - (i) subject to review in one year each party shall be credited with an equal share of the equity produced by reduction of the line of credit;

- (ii) each party shall be credited with the cost of any improvement which they have paid, as set out in Schedule D, which will be updated annually; and
- (iii) each party will be credited with an equal share of the any equity which accrues beyond the date of the signing of this agreement.
- (iv) For the purposes of calculating the equity to be shared under paragraphs 15(d) (i), (ii) and (iii) the current market value of the matrimonial home is deemed to be \$450,000.00 and the amount owing on the line of credit is deemed to be \$130,000.00.
- (e) In the event of joint tenancy of [Anne] and [T] is severed and/or [T] does not take title as sole registered owner of the matrimonial home, during the marriage then paragraph 15(d) will apply only to the extent of the legal interest held by [T] at the date of the ending of the relationship.

C. The House

- [7] The parties' first family residence was a house owned jointly by the respondent and her mother, Anne ("Williams House"). The respondent's mother died in 2006.
- [8] On February 29, 2012, the parties bought a new house (the "House") for \$938,000 and began living there. The House is about 3000 square feet, with five bedrooms and three bathrooms.
- [9] In 2014, the Williams House was sold and the net sale proceeds were used to pay down the House mortgage.
- [10] Since May 28, 2020, the parties have been living separate and apart in the House. They jointly share parenting responsibilities and equally share parenting time. They also share the House expenses, including the mortgage.
- [11] In June 2020, the House was appraised at \$1,375,000. On August 18, 2021, a joint appraisal assessed it at \$1,650,000. The mortgage balance as of March 18, 2021, was about \$190,000.

D. The House: Post-Separation Dealings

- [12] On October 20, 2020, the parties reached a tentative agreement under which the respondent was to make a cash buyout of the claimant's interest in the House ("Interest"). The claimant began looking for a townhouse with the expectation of using the buyout funds to make a purchase.
- [13] In November/December 2020, a dispute arose regarding the terms of the tentative agreement and the agreement fell apart.
- [14] On January 7, 2021, the claimant, through counsel, offered to settle the division of family assets on terms involving her buyout of the Interest. The offer was not accepted.
- [15] On January 18, 2021, the respondent's then counsel advised claimant's counsel that he saw no grounds for setting aside or varying the Agreement.

- [16] On January 28, 2021, the claimant sought confirmation on whether the respondent could afford to buy the Interest. On April 30, 2021, he expressed the same concern. Counsel for the respondent confirmed that she could. In response, the claimant sought agreement on the mechanics of doing that and proposed that parenting arrangements and child support be addressed after the claimant moved out of the House.
- [17] On June 9, 2021, claimant counsel wrote respondent counsel about obtaining the views of the child report. On June 10, 2021, respondent's then counsel wrote saying it would be better to wait and get a report after the claimant's living arrangements were settled.
- [18] Claimant counsel agreed to wait. The claimant again sought a firm time frame for the buyout and again said that if the respondent could not afford a buyout, the House should be sold so he could move forward.
- [19] On June 15, 2021, respondent counsel again confirmed the respondent's intention to buy the claimant out, describing the expense of the joint appraisal as "a small price to pay for what will likely lead to a resolution of this case". Claimant counsel again sought to establish a firm timeline. Respondent counsel responded that the respondent "wants to pay [the claimant] out as soon as possible".
- [20] On June 24, 2021, claimant counsel wrote saying that unless the respondent could make the buyout payment within four to six weeks after receipt of the appraisal report, the House should be listed immediately.
- [21] On June 25, 2021, the claimant paid his share of the appraisal fee to the joint appraiser. The respondent did not send hers until July 25th.
- [22] On July 25, 2021, claimant counsel expressed concern about the respondent's delay and again said the House should be listed if she could not afford the Interest. Claimant counsel sought dates for a hearing in mid-August or September 2021 for a sale application of the House as a backup plan.
- [23] On July 27, 2021, respondent counsel wrote that the respondent's changing employment circumstances (i.e., moving to employee status) were relevant to her ability to buy the Interest.
- [24] On August 10, 2021, respondent counsel agreed to an October 28, 2021 hearing for a sale application regarding the House if the buyout was not done before then.
- [25] On August 18, 2021, the parties received the joint appraisal report, assessing the House at \$1,650,000.
- [26] On September 1, 2021, the respondent changed law firms and began retaining her current counsel.

- [27] On September 3, 13, 29 and October 12, 2021, claimant counsel wrote respondent's new counsel seeking information required to calculate a final property division. There was no response. On October 21, 2021, current counsel confirmed he was now acting for the respondent. The October 28 hearing did not proceed.
- [28] On November 2, 2021, claimant counsel wrote respondent counsel estimating the buyout price as \$724,663 and seeking January or February 2022 hearing dates to reset the application for a sale. There was no response.
- [29] On November 22, 2021, respondent counsel advised he would seek instructions as to whether the respondent would buy the Interest.
- [30] Discussions took place between counsel in December 2021 regarding the terms and application of the Agreement to the division of property, but no consensus was reached.
- [31] The evidence of both parties demonstrates that their living together in the House is causing friction and frequent disputes. They agree that the situation is increasingly untenable.
- [32] There is evidence that the respondent and the oldest child had an argument in which the respondent yelled and "threw" a chair. While both parties gave evidence about this particular argument, it is unclear how, if at all, the parties' living together in the House was a factor.
- [33] I refer to the evidence of this agreement solely because respondent counsel submitted that it is evidence of family violence and, as such, must be considered on this application. I do not agree. It is not suggested that a chair was thrown at anyone. It is not even clear that the term "thrown" is used in a literal sense. I do not intend to address this event or the family violence argument further.
- [34] The respondent's materials contain assertions about the claimant's mental health. Respondent counsel explained this evidence as relevant to an application for exclusive occupation (and other matters) filed by the respondent on February 4, 2022. He unpersuasively asserted that it was also relevant context on the present application. The evidence in question has no bearing on whether the sale is necessary or expedient. It has nothing to do with the sale at all. I consider its inclusion in the evidence on this application improper and the claimant ought not to have been put to bother of responding to it. I do not intend to address this evidence further.

E. Available Properties

- [35] The claimant wants to use his share of the equity in the House to buy a three-bedroom townhouse in the same area and within walking distance of the children's school. He has provided evidence of suitable listings in the \$800,000 - \$850,000 range. He has also provided evidence of suitable three-bedroom rentals in the area having an average rent of about \$2,800 per/month.

III. Legal Framework

[36] The parties are in general agreement regarding the law and principles that apply here.

[37] Rule 15-8 (1) of the SCFR states:

If in a family law case it appears necessary or expedient that property be sold, the court may order the sale and may order a person in possession of the property or in receipt of the rents, profits or income from it to join in the sale and transfer of the property and deliver up the possession or receipt to the purchaser or person designated by the court.

[38] The case law has established a number of factors for consideration. An updated listing of these was set out by Master Robertson in *R.R.S. v. B.R.M.S.*, 2021 BCSC 1330 [RRS]:

[17] One of the originating decisions on this issue, decided under the former Family Relations Act, is *Bodo v. Bodo*, 1990 CanLII 2291 (BC SC) ("*Bodo*"), where the court specifically set out the factors that the court is to consider on applications for the sale of the Home, noting as follows:

[23] Given the wide variety of factual patterns in family law actions it would be singularly foolish of me to attempt a definitive listing of factors that might be relevant to the determination as to whether a sale is "necessary and expedient". However, those factors that have been considered in determining whether a sale should be ordered at trial will always be relevant. They include:

1. Children's need for stability and easy access to their school and friends, particularly in the period immediately following the separation of their parents;
2. The availability (including affordability) of alternative accommodation for each spouse and his or her dependents;
3. The emotional condition of the spouses, especially the parenting spouse;
4. External economic factors (e.g., a declining market);
5. Wasting of the asset; and,
6. The capacity of the parties to maintain the asset.

[39] Justice McNaughton provided a summary of developments subsequent to *Bodo* as follows in *N.I. v. J.I.*, 2020 BCSC 1847 [NI]:

[15] In *A.B. v. C.D.*, 2015 BCSC 2134 at paras. 63-64, Justice Burke summarized the principles that have evolved from the cases in which an interim sale of a family home is sought. She said:

[63] The courts have discretion to order the interim sale of a family asset where it is necessary and expedient. The courts have considered a number of factors in doing so. These include:

- Whether the sale is necessary. This is an important factor. If the sale is not necessary, any sale should be advantageous to both parties. Another factor is whether the sale will promote early settlement and/or whether the sale will defeat a spouse's claim for reappportionment;
- In addition, a question may arise as to whether the sale of the family home is inevitable, or whether a spouse might be able to retain it on a division of assets; and
- Another important consideration may arise as to whether a sale would effectively eliminate accommodation for a spouse and children or whether alternative accommodation is available.

[64] Finally, any doubt should be resolved in favour of the status quo.

[16] To that list I would add the Court of Appeal's criticism of Bodo as set out at para. 35 of Reilly:

35 With respect, this formulation may not provide the certainty it suggests. The status quo for one spouse may be the perpetuation of an injustice for another. In light of the infinite variety of circumstances arising out of human relationships it is fruitless to attempt to catalogue in advance the factors to be taken into account on an application for an interim sale.

[17] In *Tomic v. Tough*, 2013 BCCA 355, at para. 26, the Court of Appeal reiterated that the criteria for an interlocutory order for sale of property are whether it is expedient (including advantageous) and necessary:

[26] The criteria for an interlocutory order for sale of property are whether it is expedient and necessary. Those words were described in Bodo as encompassing, in family law proceedings, a number of factors: the needs of the children; the availability of alternative accommodation; the emotional condition of the spouses; external economic factors; wasting of the asset; and the capacity of both parties to maintain the asset. In *Reilly v. Reilly* [1992 CarswellBC 346 (B.C. C.A.)], the court adopted the word 'advantageous' in place of 'expedient', at para. 35:

At the risk of over simplification my own view is that what the rule requires, where necessity is not in issue, is that the proposed sale be advantageous to both parties.

[19] This latter point, that if not necessary in order to be expedient it must be advantageous to both parties, was recently confirmed by our court of appeal in *Dosanjh v. Lalli*, 2021 BCCA 204 ("*Dosanjh*"), at para. 33.

[20] Thus, even if the applicant cannot establish necessity, if it is established that it is expedient based upon the various factors, namely that it would be advantageous to both parties, the applicant may still be successful. Conversely, if it is necessary, it may not have to be expedient, meaning advantageous to both parties.

- [21] In this respect, I note that Rule 15-8 has the word "or" between necessity and expediency, despite that the case law often uses "and" when describing the test. The terms, however, are not conjunctive. On the wording of the rule, the sale can be either necessary or expedient for the court to find that it ought to be sold.
- [22] Ultimately, the decision is one for the discretion of the presider having considered the various factors relevant to the case before them with the above listed factors being non-exhaustive. The onus is on the applicant to show that the factors support that such an order is either necessary or expedient, and if they cannot meet that onus, then the status quo should prevail: *Kapoor v. Makkar*, 2020 BCCA 223 ("*Kapoor*") at para. 23.

IV. Positions

- [40] The claimant contends that the sale is both necessary and expedient, although either will suffice.
- [41] He submits that the financial circumstances are such that an eventual sale of the House is inevitable: RRS at paras. 29-30. He contends that the respondent's failure to buy the Interest to date demonstrates that she cannot. He also argues that her failure to provide any evidence of financial ability in her response evidence amounts to an implied admission of inability.
- [42] As for expediency, he argues that although the respondent appears not to recognize it, it is objectively advantageous to them both to sell the House. The family property issues, which were once almost fully resolved, are now escalating. Parenting arrangements and related issues have been left in abeyance while the respondent insists on a buyout, and the delay has worsened the parties' relationship and will likely make them more difficult to resolve.
- [43] The claimant argues that selling the House will increase the chance of settlement and, if litigation remains required, streamline the issues to be resolved.
- [44] The respondent says that she can afford to maintain the mortgage, property taxes and insurance for the House until the litigation is concluded or a settlement is reached. On that basis, she argues that the House will not waste and the parties' shared investment in it will be protected. She says that since she can maintain the House and the market is rising rather than declining, it is not necessary to sell.
- [45] The respondent argues that she does have the financial ability to buy the Interest, but should not be obliged to make a decision before the outcome of the family law litigation is known. She says the claimant can afford to move out of the House and rent in the general area until matters are concluded.
- [46] She also argues that it would be a disadvantage to both parties to have the sale proceeds from the House sitting in a lawyer's trust account while the matter resolves and the real estate market continues to rise. She says keeping the House enables them both to benefit from real estate market increases during the litigation.

- [47] The respondent's argument that the sale proceeds would sit in a lawyer's trust account rests on her stated intent to advance excluded property claims that will make it impossible for any sizeable interim distribution to be made. The excluded property claims in question relate to inheritances. More specifically, she says she will argue that her survivorship interest in the Williams House is excluded property and, in turn, that the inheritances from his father that the claimant used to pay down the mortgage were a gift and became family property.
- [48] The respondent also contends that the children will prefer to live with her, making her the primary parent and thus the House (once she obtains exclusive occupation under her February 4th application) will be the children's primary home.
- [49] She concedes that the children's need for stability and access to their school and friends is most likely a neutral factor given that both parties could continue to live in the same general area as the House, but submits that losing their childhood home will impact the children emotionally and cause unneeded disruption.
- [50] Finally, the respondent argues that the preference for the status quo supports her and the children continuing to reside in the House until the family law matters are resolved.

V. Analysis

- [51] I start by observing that the respondent misconceives the status quo. Under the status quo, both parties reside in the House and the children reside equally with both parents. Further, should a sale not be ordered, the claimant could bring his own application for exclusive occupation and/or the larger share of parenting time.
- [52] In any event, the application for sale is allowed.

A. Necessity

- [53] Necessity is established where the evidence establishes the property in question will most likely have to be sold in any event: NI at para. 31; RRS at paras. 37-40.
- [54] I agree that the appropriate inference to be drawn from the post-separation dealings is that the respondent cannot afford to buy the Interest. She has been given ample time and many opportunities to do so but has not. Her counsel implied that moving from independent contractor to employee status was intended to assist with obtaining financing. She was given the time to do that and did so successfully, but the buy out still did not proceed.
- [55] The respondent's evidence in response to this application includes a bare assertion that she could have bought the Interest in March 2021 but for the claimant's insistence on obtaining an updated appraisal. There is no documentary support for that assertion, but even accepting it at face value, her evidence is an admission that she could not afford the Interest under the updated appraisal. The value of House has further increased since that appraisal.

- [56] I also agree that it is appropriate to draw an adverse inference from the respondent's failure to provide evidence of financial ability or means in response to this application. Her financial ability had been expressly raised as an issue.
- [57] The respondent asserts that the real estate market has been rising for quite some time and is likely to continue. Thus, it has been apparent to her since the date of separation that the Interest was very likely to continue to increase in value. She had considerable incentive to buy the Interest as soon as she possibly could. Again, her failure to act in the circumstances is evidence of inability.
- [58] I am satisfied that the House will inevitably have to be sold.
- [59] That said, the terms of the order sought by the claimant give the respondent one final chance. Should the respondent be, under the pressure of the looming third party sale, willing to seek or accept financing she has failed to avail herself of to date, she will have a last opportunity.
- [60] As for the respondent's argument that a sale is not necessary because she can maintain the property and thus prevent wasting pending a resolution of the litigation, the case law does not support that argument.
- [61] Necessity does not require both an inevitable sale and a looming threat to the property. Wasting is an aggravating factor, not an element of necessity: see, for example, RRS at paras. 29-30 and 73-74.
- [62] Further, the respondent's ability to maintain is, on these facts, a side-effect of the very circumstances that sale of the House to a third party inevitable. Both parties have put the vast majority of their funds (separate or family) against the mortgage rather than building up savings. As a result, there is significant equity in the House while the parties have little in savings (thus the inability to buy out), and the mortgage payments are minimal (thus the ability to maintain).
- [63] Finally, it is unclear whether the claimant would be able to afford occupational rent was made a required term for exclusive occupancy.
- [64] I conclude that the respondent cannot buy the claimant out and that the extreme likelihood of an eventual sale warrants a finding of necessity.

B. Expediency

- [65] While necessity alone is sufficient to dispose of the application, I am further satisfied that it would be expedient.
- [66] The parties' combined wealth, separate and family, is tied up in the House. They need to focus on separating their property and moving on to the other family law issues that remain unaddressed.

- [67] Neither parties' health or emotional well-being requires living in or keeping the House. They can both afford to live in the same general area, whether by buying or renting, while the children finish high school.
- [68] It is not apparent that the net sale proceeds will have to sit in a trust account attracting minimal interest. There can be a consent or court order to invest the funds elsewhere or for an interim distribution on terms and conditions that protect the parties' interests or to invest the funds elsewhere. A division of the equity attributable solely to increase market value may be amenable to settlement or summary trial. Some or all of the inheritance issues may be amenable to summary trial.
- [69] Finally, and most significantly, the House has proven an intractable obstacle to the resolution of this dispute. I conclude that settlement will be facilitated, and any litigation required will be streamlined, by eliminating the House possession issues: *Reilly v. Reilly*, (1992) 74 B.C.L.R. (2d) 101, 1992 CanLII 742 (CA) at para. 37; RRS at para. 41; NI at para. 31.

VI. Disposition

- [70] The application for an order of sale is granted.
- [71] The House shall be forthwith listed and sold, on the following terms:
- a) The parties will list and sell the House with a realtor agreed to by both of them by March 18, 2022.
 - b) The parties shall have joint conduct of the sale and shall each be promptly informed of and provided with a copy in writing of all offers made for the purchase of the House.
 - c) The parties shall permit any duly authorized agent on behalf of the parties to inspect, appraise, or show to any prospective purchaser the subject property, including the interior of the premises, at all reasonable times, and to post signs on the subject property stating that it is offered for sale.
 - d) The parties shall be fully cooperative with the listing and maintain the House in a reasonably clean and orderly state for showings.
 - e) The listing agent will be instructed to advise all offerors that any offer made shall be open for acceptance for at least 7 business days.
 - f) In the event the claimant wishes to accept an offer received and enter into a binding contract of purchase and sale, the claimant shall advise the respondent within 24 hours of receipt of that offer and his wish to accept it. The respondent then will have the option to, within 2 business days provide evidence of unconditional financing to enable a buy-out of the claimant's interest at that matched price, within 30 days or such other date as the parties may agree. If the respondent is unable to provide satisfactory proof of an ability to buy out the claimant's interest, the third-party offer shall be negotiated and/or accepted as the parties may agree.

- g) Even if the respondent matches the offer received and effects a buy-out, and such a transaction results in the requirement to pay a real estate commission notwithstanding that there is no third-party purchaser, which shall be addressed and negotiated with the listing realtor when the listing agreement is entered into, it shall be shared equally.
- h) Any contract of purchase and sale entered into in relation to the subject property shall provide for a closing date no longer than 45 days after acceptance unless the parties otherwise agree.
- i) Upon the sale of the House, the proceeds shall be disbursed as follows:
- i. firstly, to the property taxes and all necessary and proper adjustments between the vendors and the purchaser(s);
- ii. secondly, to the payment of the real estate commission and legal fees and disbursements in respect of the sale;
- iii. thirdly, to the payment in full of the mortgage registered against the property, including interest to the date of payment, and any prepayment penalty; and
- iv. fourthly, the remaining balance shall be payable to McComb Witten Marcoux, in trust.
- j) The parties are at liberty to seek further directions in respect of any matter involving the conduct of sale as ordered herein, including to seek court approval of any sale, and a vesting order, should they disagree as to the acceptance of any offer. If both parties cannot agree to an offer in this respect, the contract can be executed by one party, on the basis that it is "subject to court approval".

[72] The claimant is entitled to his costs, which will be costs in the cause.

"Tucker 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/22/04/2022BCSC0426.htm>

CASE PAGE <https://chat.esheria.ai/case-law/canada/s-k-m-v-t-j-b-2022>

Prepared on 29 October 2026 · Esheria