

CANADA / JUDGMENT

Sattar v. Shahid

2024 BCSC 2350

COURT

Supreme Court of British Columbia

DECIDED

23 December 2024

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2024 BCSC 2350 Sattar v. Shahid

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Sattar v. Shahid,

2024 BCSC 2350

Date: 20241223

Docket: E65293

Registry: New Westminster

Between:

Sana Sattar

Claimant

And

Shahrukh Shahid

Respondent

Before: The Honourable Mr. Justice Coval

Reasons for Judgment

The Claimant, appearing in person:

S. Sattar

The Respondent, appearing in person:

S. Shahid

Place and Dates of Trial:

Vancouver, B.C.

October 1-4, 2024

Place and Date of Judgment:

New Westminster, B.C.

December 23, 2024

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Introduction

- [1] The parties to this family law trial separated in 2022 after a six-year marriage. They wish to be divorced, and for the Court to decide aspects of the parenting arrangement for their six-year old son, whether Ms. Sattar should receive child and spousal support, allocation of special expenses, and division of their family property.

- [2] Overarching their disputes are Ms. Sattar's allegations of Mr. Shahid's extreme financial control throughout their relationship, which she described as coercive and demeaning. In my view, Ms. Sattar established that this control was so extreme as to constitute family violence towards her under the Divorce Act, R.S.C. 1985, c. 3 (2nd Supp.).

Background Facts

- [3] Ms. Sattar is 37. Mr. Shahid is 35. They are originally from Pakistan.
- [4] Both are highly educated. Ms. Sattar has a Bachelor of Finance from the University of Lahore in Pakistan, and an MSc in Management from the University of Uxbridge's School of Economics in London. Mr. Shahid is a professional mechanical engineer. He has Bachelor and Master's degrees in Mechanical Engineering from Imperial College London.
- [5] Brought together with the help of their families, they were married in Pakistan in 2016. They had a religious marriage ceremony on April 2, 2016, followed by a civil marriage ceremony on December 30, 2016. Immediately after the civil ceremony, they moved to Kuwait, where Mr. Shahid was living and working as an engineer. Their son, E., was born in October 2018 in Pakistan.
- [6] In August 2019, the family moved to Canada. They rented a laneway house in East Vancouver, which they shared for a time with Ms. Sattar's brother who was studying at UBC. Mr. Sattar moved elsewhere in 2020.
- [7] Mr. Shahid initially worked in the customer service department for CIBC. In January 2020, he found a job in his field of mechanical engineering. Since 2021, he has worked as a mechanical engineer at a Vancouver engineering firm. While the parties were together, Ms. Sattar was the primary caregiver of E.
- [8] On May 7, 2022, the parties separated. Mr. Shahid stayed in the laneway home, where he still lives today. Ms. Sattar and E. went into transition housing. In September 2022, just a few months after their separation, Ms. Sattar was hired as a business development manager for TD Synnex, a position she continues to hold. She and E. are now Canadian citizens.

Credibility and Reliability

- [9] I found Ms. Sattar's evidence throughout to be clear, consistent, reasonable and persuasive. She was matter-of-fact about the difficulties she has faced without any apparent embellishment. She was reasonable in her positions regarding the disputed issues, and careful and accurate in her financial evidence. She made reasonable concessions - an important example being her ready acknowledgement that Mr. Shahid is a loving father to E. who should continue to share equal parenting time despite the difficulties he has caused her. She is clearly a loving mother who has worked hard raising her son in the best way possible.

- [10] I found Mr. Shahid a loving father to his son, and clearly an intelligent, articulate and well-educated person. Throughout his evidence, however, he was unreasonable in his attitude towards Ms. Sattar. In my view, he demonstrated a lack of concern and respect for her well-being, and a lack of objectivity about her circumstances and his treatment of her. In my view, he was not always truthful in his evidence where the parties' interests clashed.
- [11] Having found Ms. Sattar the more credible and reliable witness about what occurred between the parties, I have generally accepted her evidence where findings of fact turned on their respective credibility or reliability.

Key Findings

- [12] I make the following finding of facts about the parties' dealings and relationship.
- [13] As the parties flew on the plane to Canada, Mr. Shahid told Ms. Sattar that, if she overstepped, he would send her back to Pakistan or divorce her. At other times, he told her that, now they were married, it was his time to train her and she if she disobeyed she would be punished. Ms. Sattar put in evidence some of his texts making such threats. At times in his evidence, Mr. Shahid did not deny these accusations but said they lacked context.
- [14] It was undisputed that, within a few months of arriving in Canada, Mr. Shahid took complete control of the family's finances and bank accounts. Ms. Sattar explained this reflected a cultural phenomenon of distrusting women with money, and that Mr. Shahid often told her of learning from his father the importance of controlling one's wife in that way.
- [15] As a result, Ms. Sattar had no access to money except by the grace of Mr. Shahid. She had no financial information, such as how much he was earning, spending or saving, and no input into any financial decisions. He occasionally permitted her use of a debit card for specific purchases. He gave her virtually no spending money, not even to buy groceries or other essentials for the home. Instead, she was required to give him a list of what was needed and he decided what to buy and what to ignore. At times, she was forced to rely on the neighbourhood's free grocery service for struggling families. Sometimes she had to ask her brother for money for essentials such as anti-lice shampoo (after returning from a visit to Pakistan) or to pay her phone bill.
- [16] Ms. Sattar's brother, Abdullah Sattar, testified in the trial and I accept his evidence. I found him a reasonable witness, who testified straightforwardly and in my view exhibited no inclination to tailor his answers to benefit his sister. He testified that, while he lived with the parties in the laneway in East Vancouver, he saw that his sister had no spending money and was not allowed to buy the family's groceries. He testified that Mr. Shahid became very angry if, for example, she spent \$2 on a cup of coffee, and Mr. Shahid would say that he was the one responsible for the family's money because he was the breadwinner. He testified that on occasion his sister had to sleep in the living room. Ms. Sattar put in evidence text messages with her brother from 2019 asking him to buy her milk, baby Tylenol, anti-lice shampoo, and a microwave, and lacking money to her phone bill.

- [17] While the parties were together, Ms. Sattar took E. to Pakistan for six months, where they mainly stayed with Mr. Shahid's family. The parties gave conflicting dates for when this trip occurred, but it seems to have been in 2021-2022. It was undisputed that Mr. Shahid gave her only \$300 for the six-month trip. It was also undisputed that he told her that, when she needed more money, she must ask his father. Ms. Sattar put in evidence texts between them reflecting this arrangement. During the trip, Ms. Sattar did have to ask her father-in-law for money, even for such basics as diapers, bread and medicine. When he was unavailable, she had to look to other family members.
- [18] From financial desperation for some spending money of her own, in late 2019, Ms. Sattar began to cook meals for one of her cousins. He paid her \$100/week, from which she had to buy the ingredients. Though Mr. Shahid was initially angry she took this step, in the end he decided to allow it. Sometime later, she made a similar arrangement with another member of her extended family. She used the money for personal necessities and clothes for E.
- [19] In his evidence, Mr. Shahid acknowledged his control of the family bank accounts and money. He acknowledged refusing to give Ms. Sattar money for groceries, which he explained by saying he took care of the shopping. His evidence was that he could not recall why she did not have regular access to a debit card. He did not dispute her allegation that she used the cooking proceeds to buy herself essentials like personal hygiene products. He did not dispute giving her only \$300 for six months in Pakistan with E. He testified that his father had warned him that he must control Ms. Sattar's spending because she came from a wealthier family than theirs. He testified to believing she had access to her own money from her family. However, I do not accept that Mr. Shahid truly believed she had any such independent source of money. There was no evidence of anything she ever said or did during the relationship to suggest she had any source of money other than the small amounts Mr. Shahid gave her, occasional help from her brother, and what she earned from her cooking.
- [20] I accept Ms. Sattar's evidence that Mr. Shahid forbade her from obtaining her driver's licence. I accept that his stated reason for refusal was the cost of driving lessons, but he would not relent even when Ms. Sattar said her brother could teach her. In his evidence, Mr. Shahid acknowledged that Ms. Sattar offered to take the lessons from her brother.
- [21] I accept Ms. Sattar's evidence that the parties fought frequently. At times, when she crossed Mr. Shahid, he threatened her with divorce or sending her back to Pakistan. Occasionally, he became physical with her, which she described as "picking me up and throwing me out of the room". Towards the end of the relationship, he punished her by removing the SIM card from her phone and changing the WIFI password so she had no internet access. Mr. Shahid did not deny this, but said he did not remember doing it. When she sometimes suffered from migraines, she begged him in vain to help her by looking after E. Mr. Shahid acknowledged this may have occurred once or twice. When things got particularly bad, she would stay in the living room, her brother's room, or even in a hotel. When the rifts became too serious, the parties' parents helped negotiate resolutions.

- [22] These difficult circumstances came to a head on May 7, 2022, when an elderly neighbour came to the family's door because of the shouting inside. Ms. Sattar's evidence was that Mr. Shahid physically threw the neighbour out of their house. Mr. Shahid denied this. What was uncontested, however, was that Mr. Shahid then locked Ms. Sattar out of the house while he spoke with E. alone inside for 10-15 minutes. Ms. Sattar called the police.
- [23] Ms. Sattar and E. then went to a transition house. Ms. Sattar had no job, virtually no money, no place to live, few belongings, and sole custody of E. Mr. Shahid acknowledged giving her only \$250 when she left. Over the next year or so, she had to relocate five times, with no support. Mr. Shahid, on the other hand, had the income from his job, possession of their rented laneway house with all of their furnishings, and control of the approximately \$60,000 in their Canadian bank accounts.
- [24] Since separation, Mr. Shahid has not paid Ms. Sattar child or spousal support, and his position was that no such support should be ordered in this trial. He testified this was because of his suspicion about Ms. Sattar's ownership interest in her father's business, called Seven Stars, and her brother's business, called Chai Junction. He also asserted that she could have found a higher paying job than she did. Mr. Shahid's evidence was that he now had around \$75,000 in savings and so did not require a payment plan should he have to pay support arrears to Ms. Sattar.
- [25] In sum, I find that Mr. Shahid exercised financial control over Ms. Sattar to the point where she was utterly dependent on him even for her basic necessities. I accept her evidence that this control caused her humiliation at home and in front of family members. I find that Mr. Shahid's coercive and demeaning financial control over Ms. Sattar constituted family violence under the Divorce Act, which includes financial abuse that "constitutes a pattern of coercive and controlling behaviour". Such a finding of family violence can be taken into account in parenting arrangements, and in spousal support where it unreasonably causes, prolongs, or aggravates a spouse's needs (*Leskun v. Leskun*, 2006 SCC 25).

Parenting

- [26] In the trial, the parties agreed to joint guardianship of E., and continuing a 50/50 parenting schedule under a "Joyce" model. However, they disagreed about who should have ultimate decision-making authority under that model.
- [27] I find that Ms. Sattar should have final decision-making power under the Joyce Model. She has always been E.'s primary caregiver and mainly in charge of such things as his medical and dental care. Since separation, she has received a volunteer appreciation certificate from his school for such things as her class presentation about Ramadan. She has organized most of his extracurricular activities, such as soccer, karate, and Arabic lessons, which have generally occurred during her parenting time. She created an RESP account for him, and contributed \$3,200 which Mr. Shahid has thus far refused to match. On the evidence, although Mr. Shahid is very involved in E.'s life, he has had significantly less involvement in

E.'s care and activities than Ms. Sattar.

- [28] Another factor counting against Mr. Shahid having the final say is that his hostility towards Ms. Sattar has led him to actions that are not in E.'s best interests. Examples of this are: refusing to provide her with enough money when she took E. to Pakistan or when the two of them left the family home; not paying any child support since their separation; and refusing to make concessions about Ms. Sattar's lengthy commute to E.'s school, which is hard on E. as discussed below.
- [29] Regarding their parenting schedule, Ms. Sattar wishes to continue the schedule followed since before August 2023, which is that she has E:
- a) In Week One, from Wednesday 7 p.m. to Saturday 7 p.m.; and
 - b) In Week Two, from Wednesday 7 p.m. to Sunday 7 p.m.
- [30] Mr. Shahid seeks to vary the schedule so he has more time with E. on the weekends. He proposed a week-on/week-off schedule, or a change in the allotted days to have more weekend time.
- [31] I find that the current schedule should continue because it is the only one workable for Ms. Sattar given the difficulties of managing her job and the lengthy commute from her home in Burnaby to E.'s school in Vancouver. It is only fair to Ms. Sattar, and also in E.'s best interests, for her to have more parenting time on weekends, to reduce this commuting, which is hard on them both and not good parenting time. Regarding the location for pick-up and drop-off, I accept Ms. Sattar's position that it should continue to be from the current spot at the current times. It should not be right after school, as requested by Mr. Shahid, because this puts Ms. Sattar in rush hour.
- [32] E.'s elementary school is walking distance from Mr. Shahid's residence. For Ms. Sattar, during rush hour on the weekdays, the commute from her home in North Burnaby to the school can be 45 minutes or more in the early morning and 60-90 minutes home on a bad afternoon. She and E. leave the house at 6:30 a.m. and do not return until 4 or 4:30 p.m. To avoid going back and forth and spending most of her day in the car, Ms. Sattar has organized her work schedule so that, on Thursdays and Fridays after dropping E. at school, she stays in Vancouver and works from a public library. This means she cannot schedule virtual meetings those days.
- [33] I accept Ms. Sattar's evidence that she is barely able to manage what she called this "weekly hustle", and the week-on/week-off schedule sought by Mr. Shahid would be unmanageable for her. In my view, that should have been obvious to Mr. Shahid, and his opposition exemplified a continued lack of objectivity and concern for Ms. Sattar's well-being.
- [34] Mr. Shahid submitted that the commuting problems could be avoided if Ms. Sattar would move to Vancouver. I accept Ms. Sattar's evidence in response that she too would prefer to be in Vancouver, close to E.'s school. She has applied for similar subsidized housing in

Vancouver. Thus far, however, she has been unsuccessful and told she cannot re-apply until June 2025. She is justifiably reluctant to leave her subsidized housing in Burnaby unless and until she can find similar housing in Vancouver. Her rent is \$1,600/month for a two-bedroom apartment, importantly, because it is subsidized housing, if her income fell she would qualify for reduced rent.

- [35] Regarding parenting time over holidays, during the trial the parties agreed to a schedule reflected in the orders below.
- [36] Both parties testified about the possibility of E. transferring to a particular Islamic school in Surrey where he is currently on the waiting list. I accept Ms. Sattar's evidence that this school would be a good fit for E. because it is strong academically and his parents are raising him in the Islamic culture and religion.
- [37] The commute to this school would be more manageable for Ms. Sattar. Mr. Shahid's evidence is that it would be a 30-minute commute for him, though he would need to buy a car. His main hesitation about the school were the fees of around \$2,000/year and his view that the money could be better spent on university. I do not accept that as a legitimate basis to resist the Islamic school, because \$2,000 is a modest cost for what both parties acknowledged was a good school. In my view, Mr. Shahid's real hesitation was that this was something Ms. Sattar very much wanted for E., and it would make her routine easier and his more difficult.
- [38] Taking all this into account, should E. be accepted by this school, the parties should consult regarding the decision of whether to enroll him. Pursuant to the Joyce Model, if they are unable to agree, Ms. Sattar has the authority to decide whether to enroll him there. If he is enrolled, the tuition fees would be a s. 7 expense to be shared by the parties.
- [39] Both parties agreed that neither parent should take E. out of Canada without written consent of the other parent (such consent not to be unreasonably withheld). Mr. Shahid was fine, for example, with Ms. Sattar taking E. to visit her sisters in the United States. If either party wishes to travel outside of the country with E., then, no later than 14 days in advance of the proposed travel, they must provide a travel itinerary, contact addresses, telephone numbers and evidence of reasonable travel medical/health insurance coverage obtained for E. for the duration of the trip.
- [40] Regarding passports, E. has an expired Pakistani passport which Ms. Sattar wishes to renew, but thus far Mr. Shahid refused to sign the paperwork. She also wishes for him to obtain a Canadian passport. I order Mr. Shahid to cooperate with Ms. Sattar's applications to renew E.'s Pakistani passport and obtain a Canadian passport, including taking all required steps of signing the passport applications for E. and returning originally signed copies to Ms. Sattar within seven days of receipt. The passports should remain in Ms. Sattar's possession except when Mr. Shahid or E. require them for travel without her.

- [41] Ms. Sattar requested a \$30,000 bond if Mr. Shahid wished to take E. to visit his family Pakistan for a holiday. At the same time, however, she did not express specific concerns about such a trip. She seemed satisfied that she and Mr. Shahid both intended to remain in Canada, at least while E. was a child. I am therefore not going to order the bond, but both parties are of course at liberty to apply to court to resist any proposed trips with E. that raise concerns.

Property Division

- [42] At the time of their separation, the parties had little property to divide.

Bank Accounts

- [43] Based on the financial records, at the date of separation the family's CIBC bank accounts, controlled by Mr. Shahid, had savings of \$50,478, and two registered accounts: an RRSP with \$2,669, and a DPSP with \$877.
- [44] There was not evidence of the amounts in those accounts at the time of trial, or how much of any increased balance was growth of the amount at separation, as opposed to post-separation deposits and withdrawals by Mr. Shahid. I will therefore deal only with these original amounts, and order Mr. Shahid to pay 50% of this family property to Ms. Sattar. Regarding the RRSP and DPSP accounts, Mr. Shahid should roll over 50% to Ms. Sattar pursuant to s. 146(16) of the Income Tax Act, R.S.C. 1985, c. 1 (5th Supp.), including completing the Form T2220 and delivering it to Ms. Sattar to effect the rollover.
- [45] The other family assets at the time of separation were the furnishings in the parties' home, which Mr. Shahid kept, and perhaps approximately \$500 in Ms. Sattar's Pakistani bank account at the time of separation. There was not evidence of the source or timing of the \$500 in her account, and so no way to determine if it was family property or excluded. There was also no list or estimated value of the family furnishings left with Mr. Shahid. These items appear to roughly balance each other out, so Ms. Sattar may keep the money in her Pakistani bank account and Mr. Shahid may keep the parties' home furnishings in the laneway house.
- [46] I do not accept Mr. Shahid's allegation that Ms. Sattar failed to provide full disclosure of her Pakistani accounts. I deny his request for further investigation of these accounts or tax documents. I find there was no evidence to support his assertion that she might have undisclosed financial holdings or dealings. I accept her evidence that the bank account for which she provided her statements had been long dormant, and so, it was difficult to get it reactivated to obtain the statements for trial. I accept her innocent explanation for why one page of page of the statement was initially missing.

\$33,000 from Mr. Shahid's Father

- [47] I find the \$33,000 received by Mr. Shahid from his father during the relationship was a gift, not a loan as Mr. Shahid contended. It is therefore not a family debt to be shared by Ms. Sattar.
- [48] The evidence was that Mr. Shahid received the money from his father in installments in 2018-19. It was used for various family purposes, including (in round numbers): \$17,000 to show additional savings to support the parties' Canadian immigration; \$4,300 for Ms. Sattar's IVF treatments; and \$12,000 for plane tickets and living expenses. Ms. Sattar knew about some of this money but not all of it.
- [49] Mr. Shahid testified that the money had not been repaid to his father and so remained an outstanding loan, though he expected his father would be generous about repayment. His father, Mr. Akhtar Shahid, testified. His evidence was that the funds were loans which had not been repaid, and he could ask his son for repayment if he ever needed the money. Thus, though both witnesses said the funds were a loan, neither suggested having ever discussed, let alone agreed upon, express repayment terms.
- [50] In my view, repayment terms were not discussed because, in truth, both parties viewed the money as a gift rather than a loan. On the evidence, there are numerous other considerations supporting this finding that the money was a gift (see *Kuo v. Chu*, 2009 BCCA 405). There were no contemporaneous documents evidencing a loan; no specifications of the manner of repayment; no demands for repayment; and not even any partial repayment after all these years, despite the evidence that Mr. Shahid had the money to do so.

Ms. Sattar's Jewelry

- [51] Mr. Shahid submitted that Ms. Sattar owned many pieces of jewelry that remained in Pakistan with her mother. He asked for a finding that it, or its increased value, was family property and that she be ordered to bring it to Canada for valuation. He put in evidence photographs of these pieces - some of Ms. Sattar wearing the jewelry herself and some just of the pieces of jewelry themselves.
- [52] I accept Ms. Sattar's evidence that the photographed jewelry is a combination of wedding gifts to her, from both her parents and Mr. Shahid's family, some pieces belonging to her mother, and some costume jewelry of little value. There was no evidence to suggest that Ms. Sattar purchased or received any of this jewelry during the parties' relationship.
- [53] I accept Ms. Sattar's evidence that much of the jewelry she is wearing in the photographs from her wedding and other special occasions belonged, not to her, but to her mother who loaned it to her for these special events. This finding is supported by the photographs of her sister wearing some of the same pieces on her own wedding day. I also accept Ms. Sattar's evidence that many of the other pieces photographed on their own belonged to her mother, because, before she left Pakistan, she had photographed all of her and her mother's jewelry so they both had records of what they owned.

- [54] I accept Ms. Sattar's evidence that most if not all of the valuable jewelry she owns were wedding gifts to her from her parents or Mr. Shahid's parents, in accord with the parties' cultural traditions. I accept her evidence that she and Mr. Shahid received gifts from the other side's parents of about equal value. The evidence from both parties was that Mr. Shahid received as wedding gifts from Ms. Sattar's parents a Rolex watch, a diamond ring (which was subsequently lost), and gold bracelets. Mr. Shahid testified to valuing the watch now at around \$17,000.
- [55] Mr. Shahid argued that the wedding jewelry Ms. Sattar received from his side of the family should be considered family property because he, not his parents, paid for it. He put in evidence receipts from an Islamabad jeweler in 2016, some in his name and some in his mother's. He said those in his name totalled around \$5,800 but that there was another \$2,800 for which he had no receipts. Even if Mr. Shahid did pay for some of these items received by Ms. Sattar, I accept her evidence that they were given to her as wedding gifts from his parents, according to the parties' cultural traditions, just as Mr. Shahid's gifts were from her parents.
- [56] In sum, I find that Ms. Sattar's valuable jewelry were wedding gifts from her parents and Mr. Shahid's parents. These gifts, like those received by Mr. Shahid from her family, were thus gifts to each of them from third parties, and so excluded property under s. 85(1)(b.1) of the Family Law Act, S.B.C. 2011, c. 25. I find that none of her jewelry was purchased by the parties during the relationship. I accept Ms. Sattar's evidence that the family gifts exchanged at the wedding were of roughly equal value. There being no admissible evidence of increase in value of these items during the relationship, in my view the fair and reasonable outcome is for each party to retain their own jewelry.

Sattar Family Businesses

- [57] Mr. Shahid claimed that, during the marriage, Ms. Sattar had an ownership interest in two family businesses. In closing argument, however, he accepted, quite properly in my view, that the trial evidence did not support that conclusion. I find that Ms. Sattar never had any such interest.
- [58] The first business, known as Seven Stars, was a glass and aluminum importing business in Kuwait, run by her father. Ms. Sattar's evidence was that her father closed the business in 2022. Mr. Shahid pointed to the corporate searches he had from Pakistan showing the business name being registered to her and her sister in Pakistan. He also relied on the statement in Ms. Sattar's resume that she had been a business development manager for Seven Stars.
- [59] I accept the evidence of Ms. Sattar and her brother that she never had any ownership interest or role in Seven Stars. I accept their evidence that this Kuwaiti business belonged entirely to their father, and was closed in 2022 due to the COVID-19 pandemic. I accept their evidence that, at some point, their father had registered the same business name in

Pakistan, in case he decided to open and operate there, and that he used his daughters' names because they were living there at the time and he was in Kuwait. I accept their evidence that no Pakistani company was ever actually incorporated. All of those findings are consistent with there being no evidence of any such Pakistan business operating or of Ms. Sattar having any independent source of income during the marriage apart from her earnings from meal preparations for the two relatives. I accept Ms. Sattar's evidence that she put the reference to Seven Stars on her resume because over the years she had occasionally helped her father with client communications and pricing, though she was never paid.

- [60] The second business was Chai Junction, a coffee shop in Lahore, Pakistan run by Abdullah Sattar and his cousin. The business closed last year after it ran into difficulties during the pandemic. I accept the Sattars' evidence, uncontested by anything to the contrary from Mr. Shahid, that the business belonged entirely to her brother, and Ms. Sattar had no involvement except occasionally helping him with the social media for no compensation,

Canadian Child Benefits

- [61] Ms. Sattar's evidence was that she may be required to repay some child benefit payments she has received. This raised the issue of whether those potential repayments might be family debts or need to be dealt with in some other way in these proceedings. In my view, they do not need to be addressed.
- [62] I accept Ms. Sattar's evidence that, during the relationship, Mr. Shahid refused to allow Ms. Sattar to apply for these benefits. After separation, Ms. Sattar submitted the applications. In February 2023, she obtained \$25,993.87 in retroactive benefits back to January 2020. Going forward from February 2023 to February 2024, she received 100% of the allowable benefit of \$800/month. Since March 2024, she has received \$400/month, being 50% of allowable benefits.
- [63] Ms. Sattar believed the government will likely seek to recoup some of her benefits received in 2023 and 2024, because by then, the parties were parenting 50/50. I see no reason to make any orders regarding those potential repayments. Mr. Shahid is free to apply for his portion of these benefits. The DivorceMate Guidelines calculations for child and spousal support below builds in the assumption that such benefits have been appropriately received according to the parties' shared parenting arrangements.

Child support

- [64] The parties agreed on their respective actual incomes for support purposes, as set out in the table below.
- [65] The first issue in dispute is Mr. Shahid's position that additional income should be imputed to Ms. Sattar, up to \$78,500, because she could find higher paying employment. His figure comes from a Google search of business manager salaries in Vancouver. The search he put in evidence contains no analysis or support, simply the estimated dollar amount. I do not

accept this submission. There is no air of reality to the suggestion that Ms. Sattar is underemployed. On the evidence, she has done an admirable job finding and holding her job given the challenges faced, including being the primary parent, lack of support from Mr. Shahid, and the difficult commute between her home and E.'s school. She managed to find a job that can accommodate her difficult situation, by allowing her to work remotely and even from the public library two days a week, and which is not too demanding after 2 p.m. because its head office is in Toronto. Mr. Shahid's argument of underemployment is another example of his lack of objectivity or empathy for her situation.

[66] The next issue is when Mr. Shahid reached parenting responsibilities of around 40% or more of the time. The parties agreed that his parenting time began to gradually increase a few months after separation and reached 50/50 by at least January 2023. Mr. Shahid's position was that it reached approximately 40-50% by July or August 2022. Ms. Sattar said that was not until January 2023. I accept Ms. Sattar's evidence based on my general findings about the parties' respective reliability and credibility, and my concern that Mr. Shahid's evidence was clouded by his hostility towards her.

[67] I find that Mr. Shahid's arrears of child support should be based on the following, which is supported by the parties' line 150 income in their tax returns:

Months

His Annual Income

Her Annual Income

Parenting Time

2022

May

\$86,338

\$0

100%

June-Aug

\$86,338

\$0

70%/30%

Sept-Dec

\$86,338

\$17,832

70%/30%

2023

Jan-Dec

\$89,919

\$63,959

50%/50%

2024

Jan-Oct

\$89,919

\$63,959

50%/50%

[68] The total arrears owed by Mr. Shahid to Ms. Sattar, as of October 31, 2024, is \$6,600 for 2022, \$3,036 for 2023, and \$2,530 for 2024 (up to October 31), for a total of \$12,166. This is based on the following:

Months / Year

Monthly Child Support Payable by Mr. Shahid

Monthly Child Support Payable by Ms. Sattar

Offset

s. 7 expenses proportionate sharing amounts

(Mr. Shahid / Ms. Sattar)

2022

May-Dec

\$825

N/A

N/A

76.4% / 23.6%

2023

Jan-Dec

\$860

\$607

\$253

58.4% / 41.6%

2024

Jan-Oct

\$860

\$607

\$253

58.4% / 41.6%

[69] From November 1, 2024 forward, Mr. Shahid will pay to Ms. Sattar the sum of \$860 per month for child support for E. From November 1, 2024, Ms. Sattar will pay to Mr. Shahid the sum of \$607 per month for child support for E. To satisfy each party's obligations to pay child support, Mr. Shahid will pay to Ms. Sattar the net sum of \$253 per month, commencing on November 1, 2024 and continuing on the 1st day of each and every month. These payments will continue for as long as E. is eligible for support under the Divorce Act, or until further agreement of the parties or court order.

Section 7 Expenses

[70] Regarding past s. 7 past special expenses, I find Mr. Shahid should contribute his proportionate share to the following paid for by Ms. Sattar:

- In 2022, babysitting of \$295 and daycare of \$1,497. In 2023, babysitting of \$734. I accept her evidence that these were necessary childcare expenses when she was working.

- In 2023, \$400 for karate lessons. From March 2024 forward, soccer of \$89 per month. From September 2024 forward, Arabic lessons of \$120 per month. I accept these as special and extraordinary expenses because of the parties' relatively low salaries and Ms. Sattar's lack of savings.

[71] I find that Ms. Sattar should contribute her proportionate share to the following paid for by Mr. Shahid:

- From September 2022 to June 2023, \$500 per month for preschool (less one month for school holidays); and

- In July 2022, \$400 for horse classes.

[72] I do not allow Ms. Sattar's claim for gas money of \$75/month for her commute. In my view, that is not a s. 7 expense.

- [73] I do not allow Mr. Shahid's claims for \$96.60 for dental payments because the amounts fall below the \$100 threshold in s. 7(1)(c) of the Federal Child Support Guidelines, SOR /97-175. I do not allow his claim for \$70 for school fees for kindergarten and grade 1 as it is too small an amount to be taken into account.
- [74] By my calculation, this results in Mr. Shahid owing Ms. Sattar \$2,416, and Ms. Sattar owing Mr. Shahid \$1,867. As a result, Mr. Shahid shall pay Ms. Sattar \$549.
- [75] From November 1, 2004 forward, the parties will share E.'s special or extraordinary expenses, as agreed upon between the parties or ordered by the court. Their respective proportional shares are Ms. Sattar are 41.6% and Mr. Shahid 58.4%.

Spousal Support

- [76] In determining entitlement to support, s. 15.2(6) of the Divorce Act identifies the following objectives:
- (a) recognize any economic advantages or disadvantages to the spouses arising from the marriage or its breakdown;
 - (b) apportion between the spouses any financial consequences arising from the care of any child of the marriage over and above any obligation for the support of any child of the marriage;
 - (c) relieve any economic hardship of the spouses arising from the breakdown of the marriage; and
 - (d) in so far as practicable, promote the economic self-sufficiency of each spouse within a reasonable period of time.
- [77] If entitlement is established, the factors to consider in s. 15.2(4) are the "condition, means, needs and other circumstances" of each spouse, including, the length of cohabitation, the functions performed by each spouse during cohabitation, and any order, agreement, or arrangement relating to support.
- [78] Compensatory support is to provide an equitable sharing of the economic consequences of the relationship or its breakdown. The longer the relationship, the stronger the presumptive claim to an equal standard of living upon breakdown. Non-compensatory support is to provide needs-based support where compensatory principles do not apply. The goal is to narrow the gap between the needs and means of spouses upon marital breakdown. Need is a relative concept, and goes beyond the basic necessities of life. It is informed by the circumstances of the parties, including the length of the relationship and the standards of living enjoyed during and after the relationship (*Chutter v. Chutter*, 2008 BCCA 507, paras. 50-59).

- [79] In my view, Ms. Sattar has a valid claim to both types of support. She deserves high compensatory support for being outside the working world throughout the relationship, while Mr. Shahid worked and advanced his career. This consideration is accentuated by Ms. Sattar's evidence, which I accept, that Mr. Shahid rejected her requests to work, which was a manifestation of his financial control over her.
- [80] Regarding needs-based support, at separation she was left with virtually no money or possessions and full-time care of E. She had to relocate numerous times between transition homes. All of this was done with no help from Mr. Shahid. To her credit, she quickly found work and a stable place to live, and rebuilt her life from scratch. Now, she earns less than Mr. Shahid and her marketing position appears less stable than his long-term engineering position.
- [81] Putting all this together, including my view that Ms. Sattar's claim for support is enhanced by not having been allowed to work during the relationship (apart from cooking) due to Mr. Shahid's coercive control, the fair and reasonable outcome is spousal support in the high range. The high range is further supported by the fact that, on the parties' current salaries, it will leave each household with roughly similar net disposable income (D.A.C. v. K.J., 2021 BCSC 2479, paras. 63-64). The Guidelines suggest that with a child as young as E., this initial support order should not have a duration specified.

[82] The support calculation is as follows:

Months

His Annual Income

Her Annual Income

Spousal Support (high range)

2022

May-August

\$86,338

\$0

\$1,907

Sept-Dec

\$86,338

\$17,832

\$1,037

2023

Jan-Dec

\$89,919

\$63,959

\$526

2024

Jan-Oct

\$89,919

\$63,959

\$526

[83] Mr. Shahid therefore owes Ms. Sattar arrears of \$23,348 up to and including October 31, 2024. He is to pay her spousal support of \$526/month from November 1, 2024 forward.

Conclusion

[84] I make the following orders under the Divorce Act (unless otherwise specified).

Divorce

[85] Subject to s. 12 of the Divorce Act, the parties who were married on December 30, 2016, are divorced from each other. The divorce will take effect on the 31st day after the date of this order.

Joint Custody

[86] The parties will share decision-making responsibility in respect E., pursuant to the Joyce Model as follows:

- i. In the event of the death of either party, the surviving party will be the only party with decision-making responsibility in respect of the child;
- ii. Each party will have the obligation to advise the other party of any matters of a significant nature affecting the child;
- iii. Each party will have the obligation to discuss with the other party any significant decisions that have to be made concerning the child, including significant decisions about the health (except emergency decisions), education, religious instruction and general welfare;
- iv. The parties will have the obligation to discuss significant decisions with each other and the obligation to try to reach agreement on those decisions;

- v. In the event that the parties cannot reach agreement on a significant decision despite their best efforts, Ms. Sattar will be entitled to make those decisions, and Mr. Shahid will have the right to apply for directions on any decision he considers contrary to the best interests of the child; and
- vi. Each party will have the right to obtain information concerning the child directly from third parties, including but not limited to teachers, counsellors, medical professionals, and third-party caregivers.

[87] The parties are the guardians of the child under s. 39(3) of the Family Law Act.

Parenting Time, Transport Exchange

[88] The parties will share parenting time equally on the following basis, using the current drop-off/pick-up locations:

- (a) In Week One, from Wednesday 7 p.m. to Saturday 7 p.m.; and
- (b) In Week Two, from Wednesday 7 p.m. to Sunday 7 p.m.

(the "Regular Parenting Schedule").

[89] By consent, the Regular Parenting Schedule shall be modified during the child's school holidays as follows:

- (a) Each parent will have one week with E. during the two-week spring school holiday break and the two-week winter school holiday break.
- (b) In the summer holidays, Mr. Shahid shall have parenting time with E. during the entire month of July, and Ms. Sattar shall have parenting time with E. during the entire month of August. During the other parent's month, each parent will have E. over one weekend and calls with E. 3 times per week.

Child Support

[90] Mr. Shahid shall pay arrears of child support of \$12,166 to Ms. Sattar within 30 days.

[91] From November 1, 2024, Mr. Shahid will pay to Ms. Sattar the sum of \$860 per month for child support for E. From November 1, 2024, Ms. Sattar will pay to Mr. Shahid the sum of \$607 per month for child support for E. To satisfy each party's obligations to pay child support, Mr. Shahid will pay to Ms. Sattar the net sum of \$253 per month, commencing on November 1, 2024 and continuing on the 1st day of each and every month. These payments will continue for as long as E. is eligible for support under the Divorce Act or until further agreement of the parties or court order.

- [92] For as long as the E. is eligible to receive child support, the parties will exchange: (a) copies of their respective income tax returns for the previous year, including all attachments, not later than May 1 each year; and (b) copies of any Notice of Assessment or Reassessment provided to them by the Canada Revenue Agency, immediately upon receipt.
- [93] Regarding special and extraordinary expenses in arrears, Mr. Shahid owes Ms. Sattar \$2,416, and Ms. Sattar owes Mr. Shahid \$1,867. As a result, Mr. Shahid shall pay Ms. Sattar \$549.
- [94] From November 1, 2004 forward, the parties will share E.'s special or extraordinary expenses, as agreed between the parties or ordered by the court. Their respective proportional shares are Ms. Sattar 41.6% and Mr. Shahid 58.4%. The party incurring a special or extraordinary expense shall provide the other party with a receipt for reimbursement.
- [95] The parties shall conduct a review of child support and the child's special or extraordinary expenses on an annual basis and payments shall be adjusted as necessary by June 15 of every year, commencing on June 15, 2025.

Spousal Support

- [96] For the purposes of calculating support payments under the Spousal Support Advisory Guidelines, for 2024, Mr. Shahid's annual income is set at \$89,191, and Ms. Sattar's at \$63,959. Mr. Shahid is to pay spousal support at the high range, without a specified duration in this initial order.
- [97] Mr. Shahid shall pay arrears of spousal support to Ms. Sattar of \$23,348 within 30 days.
- [98] From November 1, 2024 forward, Mr. Shahid is to pay Ms. Sattar monthly spousal support of \$526.
- [99] The parties may vary the amount of spousal support by agreement or by court order.

Family Property and Assets

- [100] Under the Family Law Act, Mr. Shahid shall pay to Ms. Sattar the amount of \$25,239 within 30 days, which constitutes 50% of the balance in the family's CIBC bank account at the date of separation.
- [101] Mr. Shahid shall roll over to Ms. Sattar \$1,334.50 from his RRSP account and \$438.50 from his DPSP account, pursuant to s. 146(16) of the Income Tax Act. Mr. Shahid shall complete a Form T2220 and deliver it to Ms. Sattar to effect the rollover.

Family Debt

- [102] Under the Family Law Act, Mr. Shahid's claim that the \$33,000 received by him from his parents during the marriage is family debt is dismissed.

Passports

[103] By consent, E. may be taken out of Canada by either parent with the written consent of the other parent (such consent not to be unreasonably withheld). If either party wishes to travel outside of the country with E. then, no later than 14 days in advance of the proposed travel, they must provide the other parent with a travel itinerary, contact addresses, telephone numbers and evidence of reasonable travel medical/health insurance coverage obtained for E. for the duration of the trip.

[104] Mr. Shahid shall cooperate with Ms. Sattar's applications to renew E.'s Pakistani passport and obtain a Canadian passport, including taking all required steps of signing the passport applications for E. and returning originally signed copies to Ms. Sattar within 7 days of receipt. The passports should remain in Ms. Sattar's possession except when Mr. Shahid or E. require them for travel without her.

Costs

[105] Subject to the parties wishing to make submissions, Ms. Sattar has been the substantially successful party and so is awarded her costs at Scale B.

"Coval J."

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