
CANADA / JUDGMENT

Sebok v. Babits

2019 BCSC 1264

COURT

Supreme Court of British Columbia

DECIDED

31 July 2019

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2019 BCSC 1264 Sebok v. Babits

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Sebok v. Babits,

2019 BCSC 1264

Date: 20190731

Docket: E133204

Registry: Vancouver

Between:

Andras Ferenc Sebok

Claimant

And

Susane Babits

Respondent

Before: The Honourable Mr. Justice Kelleher

Reasons for Judgment

Counsel for the Claimant:

D.B. Phelps

Counsel for the Respondent:

S.J. Bobb

Place and Dates of Hearing:

Vancouver, B.C.

June 12, 2019

Place and Date of Judgment:

Vancouver, B.C.

July 31, 2019

[1]

I. INTRODUCTION

- [1] This is an application by the claimant, Mr. Sebok. It arises from a dispute over the terms of a final order made after a 15-day trial.
- [2] The Court issued its reasons for judgment on April 11, 2018: *Sebok v. Babits*, 2018 BCSC 585 (the "judgment"). A final order has not been entered.
- [3] The claimant's application goes beyond simply settling the order. It engages the court's inherent jurisdiction to correct an error in expressing the court's manifest intention: *Buschau v. Rogers Communications Inc.*, 2004 BCCA 142, leave to appeal ref'd [2004] S.C.C.A. No. 221, and the court's "unfettered discretion" to reopen an issue before judgment is entered: *Cheema v. Cheema*, 2001 BCSC 298 at para. 4.
- [4] The claimant also relies on R. 15-1(18) of the Supreme Court Family Rules:

Correction of orders

- (18) The court may at any time correct a clerical mistake in an order or an error arising in an order from an accidental slip or omission, or may amend an order to provide for any matter that should have been but was not adjudicated on.
- [5] This rule enables the court not only to correct an accidental slip in the drafting of an order but also to address matters which should have been adjudicated but were not: *Lochhead v. Lochhead*, 2011 BCSC 1662.
- [6] The parties are also before me pursuant to para. 211 of the judgment, which states:
- [211] Either party may refer back to this Court any matter on which the parties cannot agree, including the costs of the trial.

II. HISTORY OF THE MATTER

- [7] These proceedings have been fraught with procedural difficulties. They have consumed an inordinate number of court days both in trial and otherwise.

- [8] The trial began before me on August 24, 2015. The trial finally concluded on November 24, 2017, after 15 days of trial. As noted, I published the judgment on April 11, 2018. In paras. 1-12 of the judgment, I described the parties' unfortunate procedural history:
- [1] These are matrimonial proceedings. The claimant, Andras Ferenc Sebok, is 65 years of age, and the respondent, Susane Babits, is 58. They began living together in May 1983 and were married in September of that year. Their date of separation is in dispute. They have four children. Stefanie is 31 (July 27, 1986), Andrew is 29 (August 14, 1988), Robert is 26 (July 13, 1991), and Alexis is 24 (January 3, 1994).
- [2] The claimant is an unusual character who has engaged in unusual activities. He has a long history of work as a licensed and successful real estate agent. But at the time he testified, he had not worked in his field since 2014.
- [3] Mr. Sebok also has a history of buying and selling goods without paying much attention to the provenance of the goods, casino gambling and poker playing. He often deals in cash, including large amounts of cash.
- [4] The respondent began working as a travel agent in 1989, working at Sun 'n Surf Travel. She continued as an "outside agent" after Robert was born, but only made \$3,000 - \$5,000 per year. She later worked in a restaurant, then with Paramount Travel. After the parties separated she began to work at Canada Post.
- [5] The issues here are: (1) the date of separation; (2) spousal support; (3) child support; and (4) division of real and personal property. I pronounced the divorce in the course of the trial.

II. Background

(a) History of Proceedings

- [6] The trial in this matter commenced over two years ago on August 24, 2015. It proceeded over 10 days, including March 2, 2016. The claimant's final submissions were not quite finished. The matter adjourned to March 10, 2016.
- [7] On that date the claimant's then-counsel told the Court that he had been discharged by his client. The complaint of Mr. Sebok was, in general terms, that he did not agree with the submissions that had been made on his behalf. I adjourned the trial to permit Mr. Sebok to engage new counsel.
- [8] Mr. Phelps was retained by Mr. Sebok. There were then several case management meetings. I was told by Mr. Phelps that he wished to adduce further evidence about the value of certain assets. We set May 31, 2017 for the hearing of the application to adduce evidence and November 20-22, 2017 to finish the trial. Shortly before May 31, 2017, the parties cancelled the May hearing. At that time, Ms. Babits was self-represented.

- [9] On November 20, 2017 there was an application by Mr. Sebok to withdraw parts of the closing submissions that had been made in March 2016. The effect is that spousal support for Mr. Sebok is again an issue. There are some nine items where Mr. Sebok's position is different from what it was when argument was made. There was a second application to call new evidence.
- [10] I ruled that the Court would exercise its discretion to permit new argument: see *Arbutus Bay Estates Ltd. v. Canada (Attorney General)*, 2016 BCSC 54. I considered that there was no substantial prejudice to the respondent. Mr. Sebok's uncontradicted evidence was that the submissions had been made by previous counsel contrary to his instructions.
- [11] The claimant also sought to adduce evidence about events which occurred after the evidence portion of the trial had completed. It concerned repairs to rental property. I permitted evidence to be called about the repairs, both from Mr. Sebok and from Ms. Babits.
- [12] The parties then presented final argument and the trial concluded on November 24, 2017.
- [9] The judgment goes on to describe my conclusions with respect to disclosure and credibility at paras. 13-31. I decided that the claimant had not met his disclosure obligations and that I was therefore left with "a great deal of uncertainty concerning Mr. Sebok's financial circumstances and dealings both during the marriage and since the separation" (para. 15).
- [10] As for credibility, for reasons explained in the judgment, I said this at para. 31:
- [31] This is not a difficult call: where the evidence of Mr. Sebok and Ms. Babits differs, I prefer the recollection of Ms. Babits.
- [11] I reached these conclusions at paras. 210 and 211:
- [210] I order the following:
1. The date of separation is June 1, 2011;
 2. The claimant's application for spousal support is dismissed;
 3. The claimant will pay to the respondent lump sum spousal support of \$50,000;
 4. The claimant will pay to the respondent child support and s. 7 expenses from the date of separation until Alexis ceased to be a child of the marriage in March 2016;
 - a. For the purposes of calculating child support, the claimant is imputed an income of \$50,000 per year. The respondent's income is as set out above;
 - b. The total child support and s. 7 expenses payable are left to the registrar;
 5. The value of all the assets, including the 94th Avenue property and 60th Avenue property, are to be divided equally after paying loans incurred during the marriage. Title to the 94th Avenue property is to be transferred to the respondent and title to the 60th Avenue property is to be transferred to the claimant;

- a. If the parties can not agree on the value of the properties, they may share the cost of obtaining new appraisals;
 6. The respondent is entitled to a one-half share in the Victoria Avenue condominium if and when the claimant acquires title to the property;
 7. The parties will split equally the payments and rental receipts for the 60th Avenue property since June 2011 and will execute the necessary releases to obtain the insurance proceeds;
 8. The parties are jointly liable to pay any capital gains tax arising from the sale of the 136th Street property;
 9. The respondent is entitled to a one-half interest in the shares of Bailey International Management Corporation;
- [211] Either party may refer back to this Court any matter on which the parties cannot agree, including the costs of the trial.
- [12] I also referred certain matters to the Registrar including an accounting of the parties' respective payments and receipts relating to the 60th Avenue Property.
- [13] On May 9, 2019, I heard an application by the respondent, Ms. Babits.
- [14] She sought leave to expand the reference to the Registrar to include transactions relating not only to the revenue property on 60th Avenue but also transactions regarding the 94th Avenue property (the family home).
- [15] I denied this application. I gave three reasons. First, I had already declined leave to adduce more evidence about 94th Avenue when the trial was reopened in November 2017; second, the issues at 60th Avenue and 94th Avenue were not "intertwined" as the respondent argued; and third, reopening the evidence about 94th Avenue was not necessary to avoid a miscarriage of justice: Cheema at para. 22.
- [16] On May 9, the Court also addressed the respondent's application to reopen the issue of the proceeds of the sale of the 136th Street property. I did reopen that issue. I found that on the date of separation, the claimant held \$114,603 arising from the sale of 136th Street. These funds are family property which must be part of the final accounting between the parties.
- [17] This brings me to the present application of June 12, 2019. The claimant seeks a formal order reflecting what the Court held as well as certain additional terms.
- [18] I will address the several matters raised by the claimant and then append to these reasons the Order Made After Trial.

III. ANALYSIS

A. Victoria Avenue Condominium

- [19] Paragraph 193 to 200 of the judgment provides:

- [193] The evidence establishes that Mr. Sebok has no beneficial interest in the Victoria Avenue condominium while Ms. Haugan is alive. Her uncontradicted testimony establishes that although he is a joint tenant, he is a bare trustee.
- [194] However, if Ms. Haugan were to predecease Mr. Sebok he would acquire title to the condominium through the right of survivorship.
- [195] Mr. Sebok acquired this property before the date of separation. Thus, whatever interest Mr. Sebok acquired is a family asset.
- [196] This is a case where an "if and when" order is appropriate. An "if and when" order allows the distribution of family property to be delayed until the value of the interest becomes clear.
- [197] Courts are, as a general rule, hesitant to make "if and when" orders. Finality is an important interest: see *P.T. v. K.T.*, 2017 BCSC 520 at para. 25.
- [198] But here the use of such an order makes sense. In *M.(H.R.) v. B.(D.M.)*, 2004 BCSC 147, the husband had a discretionary interest in a trust which would be distributed between himself and his siblings at the time of their parents' death, or whenever the trustees determined. Bauman J. (as he then was) directed that the wife was entitled to her share of the husband's future distributions from the trust, if there were any.
- [199] Section 87 of the Family Law Act provides that the value of family property is to be determined at the date of the hearing, but a court has the discretion to depart from that date: *Jaszczewska* at para. 18.
- [200] If Mr. Sebok acquires title to the Victoria Avenue condominium, Ms. Babits has the right to a one-half share in the property.
- [20] The claimant seeks this in the final order:
- The respondent will be entitled to a one-half ownership share in the White Rock property, as a tenant in common, if and when the one-half ownership interest of Mary Haugan in or to that property, reverts to the claimant as a result of her death, as the surviving joint tenant of that property, but the respondent is not entitled to a one-half ownership share in the White Rock condominium, if the claimant acquires the one-half ownership interest of Mary Haugan in or to that property in any other manner whatsoever.
- [21] The claimant argues that this takes account of the possibility that the claimant may acquire an interest in the property other than through the right of survivorship.
- [22] I agree that the final order should specify that the interest in the Victoria property will only be family property if it is acquired through the right of survivorship. The order should therefore read:

If the claimant Andras Ferenc Sebok obtains an interest in the Victoria property through the death of Mary Haugan and the right of survivorship, the respondent Susan Babits is entitled to a one-half share of the claimant's interest in the property.

B. Capital Gains Tax on 60th Avenue

[23] The claimant hopes to obtain title to this property. Whether he obtains title to the property or not, it is neither party's principal residence. There will therefore be capital gains tax payable by both of the registered owners, the claimant and the respondent. The parties will be jointly responsible for this capital gains tax liability.

C. Repairs to 60th Avenue Property

[24] The claimant seeks a declaration that the repairs carried out by the respondent at the 60th Avenue property were defective and incomplete and an order that:

The respondent will pay to the claimant, the total cost of remedying the defective and incomplete repairs, and completing the repairs properly, after deduction of any insurance proceeds received with respect to those costs.

[25] I was not persuaded by the evidence at trial that the repairs to 60th Avenue were defective. That was certainly the claimant's opinion. But there was no expert evidence. Whether there is a defect will affect the value of 60th Avenue as determined either by the appraiser or by agreement of the parties.

D. Reference to the Registrar

[26] As noted, the judgment referred certain matters to the Registrar pursuant to R. 18-1 of the Supreme Court Family Rules. I said at para. 207 of my judgment:

[207] There will be an adjustment for the different payments and rental receipts at 60th Avenue since June 2011. Both parties collected rent. Both have paid out monies in respect of the home: mortgage payments, repairs, property taxes and utility bills during the periods the suites were unoccupied. Any issues arising from this accounting are referred to the Registrar, who will certify the amount in accordance with Rule 18-1(2) of the Supreme Court Family Rules.

[27] The claimant seeks a wider reference to the Registrar than contemplated in my decision. He argues the reference to the Registrar should include all of the details upon which the parties disagree.

[28] On reflection, and in light of the nature of the difficulty of the parties' ongoing relationship, I am somewhat in agreement with the claimant. The parties have been unable to agree on virtually anything in the finalizing of the financial affairs between them. I am therefore including in the order a further reference to the Registrar.

E. Claimant's Proposed Loan

- [29] The claimant proposes that the order provide the claimant with "leave to attempt to obtain a loan of funds" up to \$350,000, within 90 days of the completion of the Registrar's hearing.
- [30] The claimant does not require the leave of the court to apply for a loan. I understand, however, that he wishes to acquire the 60th Avenue property as part of the equal division of family property. He will be entitled to the whole interest in the 60th Avenue property if he satisfies his obligations to the respondent in the final order below. Understandably, whether he can do this may depend on his ability to qualify for and acquire financing. He does not wish to lose this opportunity because financing has not yet been acquired at the end of the proceedings before the Registrar.
- [31] Therefore, the claimant will have a period of 60 days after the completion of the proceedings before the Registrar to obtain necessary financing.

F. Keys and Inspection

- [32] Since 2017, the respondent has managed the rental of the two suites at 60th Avenue. The claimant seeks to include the following in the order:
4. On or before June 19, 2019, the respondent will deliver to the office of the lawyer acting for the respondent in this proceeding, namely Shawn Bobb (the "lawyer's office"), for pickup by the claimant at the reception of the lawyer's office:
 - (a) a key for every lock which is installed in or upon every building located at the 60th Ave. property, including the residence and the garage situated at the 60th Ave. property (the "60th Ave. residence and garage");
 - (b) all rental agreements made between the respondent, and every tenant who has occupied any portion of the 60th Avenue property since September 1, 2017;
 - (c) an accounting of all rent, insurance proceeds, damage deposits, and all other money received by the respondent since September 1, 2017, with respect to the 60th Avenue property, and the disposition of those funds;
 - (d) an accounting of all expenses incurred, or which were due and payable, with respect to the 60th Avenue property since September 1, 2017, and the amount of those expenses which have been paid by the respondent;
 - (e) an accounting of all amounts which were due and payable since September 1, 2017, under or with respect to the Coast Capital mortgage, the Coast Capital line of credit, and the insurance premiums for the life insurance obtained by the parties, with respect to that mortgage or line of credit (the "60th Ave. insurance premiums"), and which of those amounts have been paid by the respondent.
 5. (1) On and at any time subsequent to June 19, 2019, the claimant will be entitled:

- (a) to attend at the 60th Ave. property, and inspect the interior of all of the buildings located at the 60th Ave. property, including the 60th Ave. residence and the garage;
 - (b) to attend every future move out inspection of every tenant, who occupies any portion of the 60th Avenue property, and the respondent will advise the claimant by text message at [XXX - XXX - XXXX], at least 48 hours prior to the date of each move out inspection, of the date and time of the inspection;
 - (c) to attend all interviews of all prospective tenants of any portion of the 60th Avenue property, and the respondent will advise the claimant by text message at [XXX - XXX - XXXX] at least 48 hours prior to the date of each interview, of the date and time of each interview, and all rental agreements made on or subsequent to that date must be signed by both the claimant and the respondent;
 - (d) to attend at the 60th Ave. property, and do all acts and things which the claimant, in his sole discretion, considers necessary or advisable, in order to remedy the incomplete and defective repairs, and to complete all necessary repairs properly, and the respondent is not entitled to do any act or thing pertaining to remedying the incomplete and defective repairs.
- (2) The claimant will be entitled, subsequent to the date of release of the registration in the LTO of the claimant's new CPL against title to the 94th Ave. property, and the release of the registration in the LTO of the respondent's new CPL against title to the 60th Ave. property, to do all acts and things pertaining to the management of the 60th Ave. property, including the rental of that property as the claimant, in his sole discretion, considers advisable.
- [33] I conclude that most of these orders are premature. The respondent will continue to manage the rentals until the proceedings before the Registrar are complete and until it is clear that the claimant has the means to acquire the property. The proceedings before the Registrar will include an accounting of the revenue and expenses for the 60th Avenue property.
- [34] It is appropriate in the meantime that the claimant have access to rental agreements as sought by him in section 4(b), above. Therefore the order will state:

Within 30 days of this order, the respondent will deliver to the office of her counsel and the claimant may pick up from the reception at that office, all rental agreements made between the respondent and every tenant who has occupied any portion of the 60th Avenue property since September 1, 2017.

G. Westland Insurance Proceeds.

[35] The claimant proposes the order provide:

10. On or before June 19, 2019,

(c) the respondent will execute and deliver to the claimant a proof of loss form, in the form of the Proof of Loss produced to this Court at the trial of this proceeding, and all other documents required to be executed by the respondent, in order for the claimant to receive all of the proceeds payable by Westland Insurance Company Limited, pursuant to that form of Proof of Loss (the "Westland Insurance proceeds").

11. The claimant is entitled to receive all of the Westland Insurance proceeds for his own use absolutely.

[36] The difference between the parties' positions on this is that the respondent objects to the insurance proceeds being payable solely to the claimant. Her position in this regard is reasonable. In the circumstances, the respondent should sign a proof of loss but it should be payable to both parties. These funds should be held in trust by counsel for the claimant until these proceedings before the Registrar are complete. The order will provide:

The respondent will execute and deliver to the claimant a proof of loss form. The proceeds of the loss shall be provided to counsel for the claimant to be held in trust pending the outcome of these proceedings.

H. 136th Street Property and Capital Gains

[37] The order will state:

Each of the parties are responsible for one half of any capital gains tax in respect of the sale of the 136th Street property.

I. Bailey International Management Corporation

[38] The claimant proposes:

14. Within the 10 business days following a determination made by the Registrar at the Registrar's hearing, that the value of all of the assets of Bailey International Management Corp. ("Bailey") does not exceed the sum of \$350, the claimant will be entitled to pay to the respondent the sum of \$175, and upon payment of the sum of \$175 to the respondent, the claimant will retain all of his right, title, and interest in and to all of the shares in the capital of Bailey owned by him, as his sole and separate property, free from any and all rights or claims of the respondent of any nature or kind whatsoever.

[39] The shares of Bailey International Management Corporation are family property. The value of the shares will be determined by the Registrar pursuant to Rule 18-1(1) of the Supreme Court Family Rules. The result of the Registrar's inquiry, assessment, or accounting in this regard will be stated in the form of a report and recommendation to the Court: R. 18-1(3).

J. 1994 GMC Pickup Truck

[40] The claimant proposes:

15. On or before June 19, 2019, the respondent will do all necessary acts and things in order to transfer to the claimant, all of the right, title and interest of the respondent in or to the 1994 GMC pickup truck, including without limitation, delivery by the respondent to the claimant of all documentation required to be submitted to any government, or government agency in order to effect the transfer.

[41] This is appropriate and will be included in the final order without the June 19, 2019 date.

K. Whiskey Collection

[42] Paragraph 202 of the judgment provides:

[202] A contentious matter during the trial was the whiskey collection of Mr. Sebok. I am satisfied that if alcohol is missing, it is not the fault of Ms. Babits. Mr. Sebok will receive the collection. It is valued at \$15,000.

[43] The claimant argues that I should now order that he purchased the respondent's share of the collection for \$7,500, provided that she delivers the entire collection to him. Otherwise, she is to pay him \$7,500 for his share of the collection.

[44] There has been a final determination of this matter. Paragraph 202 states that all of the whiskey is to go to the claimant. The value, for purposes of computing the division of family property, is \$15,000.

L. Occupational Rent for Alyssa Chubak

[45] Alyssa Chubak is Andrew Sebok's partner. She has lived in the family home with Andrew Sebok. The judgment provides at para. 74:

[74] Ms. Chuback explained in cross-examination that she and Andrew are staying at 94th Avenue because they are saving for a home. They contribute \$250 per month, covering expenses for the internet, the home telephone, and cable television.

[46] The claimant now argues that the respondent should have charged rent to Ms. Chubak and this rent should be imputed as income to the respondent.

[47] This was not argued at trial and I did not make such a finding. There will be nothing in the final order regarding occupational rent for Ms. Chubak or income imputed to the respondent for this purpose.

M. Loans

[48] The claimant proposes that the order include a term that when he obtains a loan, the proceeds will be disbursed to various parties, including \$7,888.34 and \$9,100 to the estate of his mother, Ilona Sebok and \$23,467.40 to Joyce Priebe.

[49] Any loans made by the late Ilona Sebok or by Ms. Priebe were to the claimant and not to the respondent. Repayment of these loans is a matter that is between the claimant and them.

N. Jewelry

[50] The claimant seeks a reference to the Registrar regarding the value of the respondent's jewelry. I agree.

O. Other Assets

[51] The parties have demonstrated no ability to agree on the most minor of matters. Any dispute about the value of other assets is referred to the Registrar pursuant to Supreme Court Family Rules, R. 18-1. The result of any inquiry, assessment or account in this regard will be stated in the form of a report and recommendation to the Court.

IV. COSTS

[52] The claimant seeks an order for costs. He submits that the respondent sought an unequal division (in her favour) and that the claimant sought an equal division. In view of the fact that an equal division was ordered, the claimant seeks an order that he be awarded costs of these proceedings.

[53] I respectfully disagree. That submission ignores the fact that the claimant's application for spousal support was dismissed. It also ignores the fact that the separation date was in contention and that this too was decided in the respondent's favour.

[54] Two other factors are against the claimant. First, he did not fulfil his duty of disclosure; second, his evidence was not accepted on several factual issues, the evidence of the respondent was preferred.

[55] I will not make a final order for costs until I have received submissions from the parties. Those submissions should be received within 28 days of the date of this decision. The parties will have a further 7 days to reply to each other. I will then make a ruling on costs.

"Kelleher J."

Appendix "A"

Court File No. E133204

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Claimant: Andras Ferenc Sebok

Respondent: Susane Babits

ORDER MADE AFTER TRIAL

BEFORE The Honourable Mr. Justice This 15th day of July 2019

Kelleher

This family law case coming on for trial at the Vancouver Registry on August 24 - 28, 2015, October 5 - 7, 2015, March 1 - 2, and 10, 2016, November 20-22, and 24, 2017, April 30, 2019, and June 13, 2019, and on hearing Shawn J. Bobb, counsel for the Respondent and Donald B. Phelps, counsel for the Claimant, and on considering the evidence adduced;

UPON FINDING that:

A. the parties ceased to live in a marriage-like relationship on June 1, 2011 (the "date of separation");

B. the child, ALEXIS TIFFANIE SEBOK born January 3, 1994, was a child as defined by s. 146 of the Family Law Act up to and including March 2016;

C. the Claimant ANDRAS FERENC SEBOK's Guideline income is imputed to be \$50,000 per year for the years 2011 to date pursuant to s. 19 of the Federal Child Support Guidelines;

D. the Respondent SUSANE BABITS' Guideline income for the following years is:

Year

2011 \$46,137

2012 \$84,806

2013 \$77,779

2014 \$61,819

2015 \$56,432

2016 \$56,432

THIS COURT ORDERS that:

1. The Claimant ANDRAS FERENC SEBOK shall pay to the Respondent SUSANE BABITS child support in the table amount and his proportionate share of s. 7 expenses commencing retroactively from July 1, 2011 to March 2016 for the child, ALEXIS TIFFANIE SEBOK, to be determined, if not by agreement, by the Registrar;
2. Title to the property located at 15213 94th Avenue, Surrey, BC and legally described as Lot 13, Block A, Plan NWP18185, Part NW 1/4, Section 35, Township 2, New Westminster Land District (the "94th Avenue property") shall be transferred to the Respondent SUSANE BABITS as her separate property;
3. Subject to the Claimant ANDRAS FERENC SEBOK being able to meet his obligations under this Order to the Respondent SUSANE BABITS, title to the property located at 13575 60th Avenue, Surrey, BC and legally described as Lot 2, Plan NWP77560, Part NE1/4, Section 8, Township 2, New Westminster Land District (the "60th Avenue property") shall be

transferred to the Claimant ANDRAS FERENC SEBOK as his separate property, provided that the Claimant will have a period of sixty days after the completion of all proceedings before the Registrar to obtain financing;

4. The value of all family property, including the 94th Avenue property and the 60th Avenue property, is to be divided equally after paying debts incurred during the marriage;
5. If the parties are unable to agree on the value of the 94th Avenue Property and/or the 60th Avenue Property, new appraisals shall be obtained and the parties shall share equally in the cost;
6. The Claimant ANDRAS FERENC SEBOK shall retain family property valued as follows and in his possession:

Family Property

Value

2007 Mercedes

\$19,500

GMC Truck

\$12,000

Bear Rug

\$2,500

Stereo

\$4,000

Sports Equipment

\$2,250

Vases

\$1,500

Tea Set

\$2,500

China Set

\$300

Jewelry and Rings

\$11,000

Totem

\$1,500

Whiskey Collection

\$15,000

7. The Claimant ANDRAS FERENC SEBOK shall retain the Corvette, which is excluded property, as his property;
8. The Respondent SUSANE BABITS shall retain family property valued as follows and in her possession:

Family Property

Value

2000 Tracker

\$1,500

Furniture

\$1,200

Lavender set

\$1,200

9. The following are also family property as defined by the Family Law Act:
 - a) Each party's RRSP held as at the date of separation;
 - b) the shares of Bailey International Management Corp;
 - c) Any interest the Claimant ANDRAS FERENC SEBOK may acquire through the right of survivorship in the property located at 307 - 15025 Victoria Avenue, White Rock, BC and legally described as Strata Lot 45, Plan NWS2477, Part SE 1/4, Section 10, Township 1, New Westminster Land District, Together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form 1 (the "Victoria Avenue Property");
 - d) the parties' unadjusted Canada Pension Plan credits;
 - e) funds repaid on the B.Y. loan; and
 - f) funds held by the Claimant ANDRAS FERENC SEBOK in the amount of \$114,643.41.
10. The parties' respective RRSPs shall be equalized based on their value as at the date of separation by way of spousal rollover in accordance with the Income Tax Act;
11. The Respondent SUSANE BABITS is entitled to a one-half interest in the shares of Bailey International Management Corp;

12. The parties shall retain their unadjusted Canada Pension Plan credits and neither party shall apply for a division;
13. The parties will split equally the payments and rental receipts for the 60th Avenue property since June 2011 and will execute the necessary releases to obtain the insurance proceeds. The respondent will execute and deliver to the claimant a proof of loss form. The proceeds of the loss shall be provided to counsel for the claimant to be held in trust pending the outcome of these proceedings. Any issue arising from these adjustments is referred to the Registrar;
14. Each of the parties is responsible for one-half of any capital gains tax arising from the sale or other disposition of the 60th Avenue Property.
15. If the Claimant ANDRAS FERENC SEBOK obtains an interest in the Victoria Avenue Property through the right of survivorship, the Respondent SUSANE BABITS is entitled to a one-half share of the Claimant ANDRAS FERENC SEBOK's interest;
16. Upon the finalizing of matters in this Order, the Respondent shall remove any Certificate of Pending Litigation in respect of the Victoria Avenue Property;
17. The parties shall each be entitled to half of any funds repaid on the B.Y. loan;
18. Each of the parties is responsible for one-half of any capital gains tax arising from the sale of the 136th property;
19. The Respondent is entitled to one-half (50%) of \$114,643.41 to be paid by the Claimant ANDRAS FERENC SEBOK to the Respondent SUSANE BABITS representing the funds held by the Claimant ANDRAS FERENC SEBOK at the time of separation;
20. The claim for spousal support by the Claimant ANDRAS FERENC SEBOK is dismissed;
21. The Claimant ANDRAS FERENC SEBOK shall pay a one-time lump sum payment of spousal support to the Respondent SUSANE BABITS in the amount of \$50,000;
22. The Respondent SUSANE BABITS will do all necessary acts and things in order to transfer to the Claimant ANDRAS FERENC SEBOK, all of the right, title and interest of the Respondent in or to the 1994 GMC pickup truck, including without limitation, delivery by the Respondent to the Claimant of all documentation required to be submitted to any government, or government agency in order to effect the transfer;
23. The following matters are referred to the Registrar:
 - (a) a determination of the bank accounts in the name of both of the parties or either one of them on the separation date;
 - (b) if the parties are unable to agree, a determination of the quantum of child support payable by the Claimant to the Respondent for the support of Alexis Tiffanie Sebok for the period of June 1, 2011 to March 31, 2016;

- (c) a determination of the expenses referred to in section 7 of the Federal Child Support Guidelines which were incurred by or with respect to Alexis Tiffanie Sebok during the period from June 1, 2011 to March 31, 2016 and the proportionate share of these expenses payable by each of the parties;
 - (d) a determination of the total amount of money payable by the Claimant to the Respondent under this order and the total amount of money payable by the Respondent to the Claimant pursuant to this order and the terms and conditions of payment for those amounts to each of the parties;
 - (e) the value of jewellery in the respondent's possession;
 - (f) the value of any family asset for which the parties cannot agree on the value; and
 - (g) the value of the shares of Bailey International Management Corporation.
24. The following matters are referred to the Registrar for certification and report to this Court:
- (a) a determination of expenses incurred or which were due and payable with respect to the 60th Avenue property from the period of June 1, 2011 to date. This includes expenses incurred with respect to the rental of the property, property taxes, municipal rates, and property insurance premiums and the cost of maintenance, repairs and replacements carried out to or in respect of the 60th Avenue property; and
 - (b) a determination of rent, insurance proceeds and all other money payable to either or both of the parties with respect to the 60th Avenue property from June 1, 2011 to date.

By the Court.

_____ "Kelleher J."

Registrar

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