

CANADA / JUDGMENT

Seymour v. Beliveau

2025 BCSC 916

COURT

Supreme Court of British Columbia

DECIDED

5 May 2025

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2025 BCSC 916 Seymour v. Beliveau

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Seymour v. Beliveau,

2025 BCSC 916

Date: 20250505

Docket: E2362956

Registry: Prince George

Between:

Michelle Mackenzie Seymour

Claimant

And

Keaton Quinn Beliveau

Respondent

Before: Associate Judge Harper

Oral Reasons for Judgment

In Chambers

Counsel for the Claimant:

W. DeWolf

Counsel for the Respondent:

B. Levine

Place and Date of Hearing:

Prince George, B.C.

May 5, 2025

Place and Date of Judgment:

Prince George, B.C.

May 5, 2025

- [1] THE COURT: These are my oral reasons. If a transcript is required, I reserve the right to edit for clarity.
- [2] This is a family law matter. The parties lived together but were never married. At issue is the disposition of the former family residence in Grand Forks, BC. The parties entered into a consent order, the terms of which I will get to in a moment.
- [3] The parties agreed to list the former family residence for sale, then took it off the market, and then agreed to relist it. In the meantime, a consent order was entered into on January 8, 2025 by way of a desk order, which indicates to me that there was no notice of application and no affidavit in support. It was perfectly acceptable to file the consent order as a desk order.
- [4] I will summarize the consent order as follows:
- 1) The parties were to have joint conduct of sale of the former family residence.
 - 2) The parties will hire a mutually agreed upon notary in relation to the sale of the former family residence and they will instruct the notary to pay out the usual charges.
 - 3) The net proceeds of sale of the former family residence will be held in trust by counsel for the respondent husband, pending further agreement or order of the court.
- [5] What had happened before the consent order is that the parties, as I said, had listed the former family residence for sale. And then what I read into the situation is that they did not get any offers that they found acceptable. The realtor suggested taking the property off the market and then relisting it in February 2025. The parties confirmed by text message that they agreed with that.
- [6] Unfortunately, the respondent has refused to cooperate with the sale of the former family residence. He hopes that he will be able to buy out the claimant wife's interest in the former family residence. That may be true.

- [7] The respondent takes the position that the consent order does not require a sale of the former family residence. It simply requires the parties to do certain things if and when the residence is sold. I do not accept that interpretation of the consent order.
- [8] The parties did not need to have the conventional first paragraph, which is "the former family residence will be sold", because the parties had already retained a realtor and they had already agreed to relist the property in February 2025.
- [9] The respondent has now resiled from that agreement in the hopes that he can buy out the claimant's interest. The claimant is open to being bought out, but the chances of the respondent being able to buy out her interest rests on certain intangibles, and there seems to be no imminent resolution of those intangibles.
- [10] First, there is no joint appraisal of the former family residence. Second, the respondent wants to wait for the outcome of the parenting arrangements of the child. The parties live in Prince George and Grand Forks. The child will be entering kindergarten in September 2025, and there will need to be an order as to where the child goes to school, which will affect parenting time and, possibly, affect child support.
- [11] The current child arrangements are that the time is shared roughly equally between the parties, but possibly 60/40--I am not sure in whose favour. The respondent pays child support in the amount of \$1,500 a month. I infer from his position that he hopes that the child will reside primarily with him, in which case, not only does he save \$1,500 a month in child support, he will also receive child support from the claimant. He is hoping to use these facts to obtain approval for his financing.
- [12] A further unknown factor is a newly amended counterclaim in which the respondent is setting up some excluded property claims as well as some claims for compensation for items that the claimant allegedly took from the former family residence. There is no end in sight with respect to how those issues are going to be resolved.
- [13] I am of the opinion that the consent order requires a sale of the former family home and I agree with the position of the claimant that she should have sole conduct of sale. The respondent may be able to make an offer and, if so, so be it. I will give the respondent a certain amount of time to provide a comprehensive buyout proposal, but this matter needs to move forward.
- [14] With respect to the respondent's desire to buy out the claimant's interest, there was some discussion in oral submissions with respect to a joint appraisal. If the parties agree on a joint appraisal, they can file a consent order. However, I do not think it is appropriate for me at this point, without a formal application before me and without evidence as to who the appraiser should be, to make an order as a corollary order to the orders that I am going to make today.

- [15] I want to make it clear that the onus is on the respondent to come up with an acceptable offer. The claimant wants her equity and she is entitled to it.
- [16] I understand that there might be trial dates in November 2025. I leave it to the parties to discuss that. The respondent has counsel, but the claimant has counsel only on a limited retainer basis from time to time, which puts her in a very difficult position.
- [17] It would certainly be advisable for the claimant to, at least, get some legal advice on the procedural issues so that there is an end point clearly in place. If the claimant ends up representing herself at trial, I think she will be fine, for want of a better word. Parties represent themselves in trial all the time and many times very capably.
- [18] So, the respondent needs his feet kept to the fire. It is not realistic, in my view, that he should be permitted to wait until some time that the provincial court is able to resolve the parenting issues. It is not fair to the claimant to have to wait that long.
- [19] I do appreciate that, as a result of the sale of the former family residence, the net sale proceeds will be held in trust, but, in my view, this order is necessary in order to move matters forward. Even with the home listed for sale, the respondent is free as a purchaser to make an offer in the listing. There is nothing inconsistent with an order that a family residence be sold with one party being able to buy out the other.
- [20] But this is not going to happen on the never-never plan. The respondent needs to get his financing in place. And if there needs to be an application for an order for a joint appraisal, I doubt it would be opposed as long as the terms were reasonable, including that the respondent pay the upfront cost on a 100% basis, with the cost to be determined ultimately.
- [21] So, although my order will imply that certain steps should be taken, I am going to make my order very simple, which is that, effective June 9, 2025, the former family residence be sold in accordance with the notice of application at paragraph 1. And then, obviously, there needs to be an additional term that any sale of the former family residence is subject to further court approval.
- [22] And I will hear submissions with respect to costs. So, Mr. DeWolf, I hear the application for costs. Is there anything further you would like to say over and above what is in the notice of application?
- [23] CNSL W. DeWOLF: Yes, Your Honour. I would just say that this application should not have been necessary and we're seeking costs in the amount of \$1,000 payable forthwith in any event of the cause.
- [24] Mr. Levine.
- [25] CNSL B. LEVINE: No submissions.

[26] All right. Well, given my reasons for judgment, and my concerns about the impact of that consent order, I agree with the claimant. I will then make the order as per paragraph 2 of the notice of application. The respondent will pay the claimant costs for this application fixed at \$1,000 payable forthwith in any event of the cause.

[27] CNSL W. DeWOLF: Thank you, Your Honour.

"Harper A.J."

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