

CANADA / JUDGMENT

Yee v. Yee

2025 BCSC 1605

COURT

Supreme Court of British Columbia

DECIDED

20 August 2025

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

2025 BCSC 1605 Yee v. Yee

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Yee v. Yee,

2025 BCSC 1605

Date: 20250820

Docket: S250565

Registry: Vancouver

Between:

Craig Kwoon-Yut Yee aka Craig Kwoonyut Yee

Claimant

And

Crystal Gaill Yee aka Crystal Gail Ireland

Respondent

Before: The Honourable Madam Justice W.A. Baker

Reasons for Judgment

Counsel for Claimant:

J. Broadhurst

Counsel for Respondent:

J. Aucoin

Place and Date of Hearing:

Vancouver, B.C.

July 9, 2025

Place and Date of Judgment:

Vancouver, B.C.

August 20, 2025

Introduction

[1] In this application the claimant, Mr. Yee, seeks a retroactive variation of his child and spousal support obligations, as set out in the parties' March 4, 2022 separation agreement and 2023 addendum to that agreement. Mr. Yee says his income has gone down significantly, and the income of the respondent, Ms. Ireland, has increased. He submits his support obligations should be adjusted retroactively to December 1, 2023, to align with the parties' incomes. Ms. Ireland asserts the Mr. Yee is underemployed, and his income should be imputed as a higher level than his actual income. The main issue in dispute is the appropriate income level for Mr. Yee in the calculation of support.

Background

- [2] The parties began living together in 2009, were married in 2011, and separated in 2021. They have two children, born in 2015 and 2017.
- [3] The parties signed a separation agreement on March 4, 2022. Pursuant to the agreement, child support will be reviewed each year, in accordance with the Federal Support Guidelines ["Guidelines"].
- [4] The agreement provides that spousal support for Ms. Ireland will be calculated according to the mid-range of the Spousal Support Advisory Guidelines ["SSAG"] (for as long as Ms. Ireland has primary care of the children), and will be reviewed if either party has a significant change in their income.
- [5] The parties agreed that Mr. Yee's income for child and spousal support purposes would exclude any repayment Mr. Yee received on his Quintet Loan (which relates to value in a company owned by his father, a portion of which was transferred to Mr. Yee as a form of inheritance), and all amounts paid by Mr. Yee to his mother from management fees he receives from Quintet.
- [6] At the time the separation agreement was signed, Mr. Yee's income for support purposes was agreed to be \$266,913. In prior years going back to 2018, Mr. Yee's income ranged from \$73,600 to \$348,000. Ms. Ireland's income for support purposes was agreed to be \$26,400.
- [7] In September 2022 the parties agreed to an equal parenting time regime.

- [8] In May 2023, the parties created an addendum to the separation agreement. In the 2023 addendum, the parties agreed that Mr. Yee's 2022 income for support purposes would be \$214,783, and Ms. Ireland's 2022 income for support purposes would remain at \$26,400, notwithstanding the fact her actual income had increased to \$54,000.
- [9] Since the addendum was created, Mr. Yee asserts that he has suffered significant business losses resulting in the closure of his company. He has started a new business that, he submits, has an earning potential of \$150,000 - \$200,000 within 24 months. However, as of this application, he anticipates earnings from the business in 2025 in the range of \$40,000 - \$50,000.
- [10] Ms. Ireland submits that Mr. Yee is deliberately unemployed. He has chosen a new business, which is outside the field he worked in for many years, and which will not earn him an income otherwise available to him in his old field. She submits that he is not permitted to deliberately choose a lower income career in the face of his support obligations.
- [11] It is clear that the sole issue before me on this application is whether I should accept Mr. Yee's explanation for his reduction in income, or whether I should impute income in the amount of \$250,000, as suggested by Ms. Ireland. The parties do not dispute Ms. Ireland's income, which has risen significantly since the separation agreement. Similarly, the parties do not dispute how the shared parenting regime affects the calculation of support. The only issue is Mr. Yee's income for support purposes, which will be inputted into the support formulae for child and spousal support in accordance with the Guidelines and the separation agreement.

Mr. Yee's income history

- [12] For 25 years Mr. Yee worked in the area of occupational health and safety, industrial hygiene, and infection prevention and control. He started two companies in this field: OHS Global Risk Solutions Ltd. ("OHSG") and Infection Control Training Group ("ICTG").
- [13] Mr. Yee asserts that after 2022, these businesses started to fail. He cites a number of external factors for the problems in the business. These include increased competition and very low competing bids for projects, changes in client approaches to the services Mr. Yee provided, inflationary increases in project costs, and decreasing client safety budgets.
- [14] Ms. Ireland contends that Mr. Yee told her he wanted to semi-retire, and that resulted in the problems in the businesses. Mr. Yee strenuously denies that he intended to semi-retire, or that he caused the collapse of his companies.
- [15] There is no dispute that starting in 2023, the companies began to lose money. I accept the financial statements for the companies are accurate, and show losses in OHSG in 2023 of \$432,804, in 2024 of \$311,905, and in ICTG in 2023 of \$156,796.

- [16] In 2022, Mr. Yee obtained a credit facility in the amount of \$1,000,000, which he used to keep the business afloat. The credit facility is secured against his home.
- [17] Since 2023, Mr. Yee has not received a dividend from the business. In 2023 a dividend in the amount of \$115,000 was recorded in his personal income tax return. However, I accept Mr. Yee's evidence that this related to a shareholder loan that he did not repay, and he did not receive \$115,000 as new money by way of a dividend in 2023.
- [18] In 2024, Mr. Yee borrowed \$100,000 from his mother to support himself and prevent himself from going into personal insolvency.
- [19] In September 2024, Mr. Yee decided to sell ICTG, as he was losing money and could not continue. The shares in ICTG were sold to a former subcontractor. Ms. Ireland says the business was not sold at fair market value, and the purchase price of \$11,111.11 significantly undervalued the business. Mr. Yee says, and I accept, that the sale of the shares in ICTG also took into account the fact that the purchaser/former subcontractor had accounts owing to him, as the business had been unable to pay him for his work. Mr. Yee described the unpaid work as "sweat equity" which the purchaser contributed to the purchase price.
- [20] Mr. Yee also states that he is in the process of selling the OHSG assets to the same former subcontractor. Like the sale of the ICTG shares, Mr. Yee expects that he will not receive any funds on the sale. The assets will transfer in exchange for the unpaid services already provided by the purchaser.
- [21] Ms. Ireland disputes Mr. Yee's evidence about the collapse of the ITCG and OHSG business. She relies on her own knowledge of the business during the marriage, and the evidence of two former employees who attest, essentially, that there was lots of work when they were employed in the businesses, and their belief that there is no shortage of work in the health and safety field.
- [22] Mr. Yee challenges the knowledge of both former employees and Ms. Ireland regarding the health of his business, and the challenges he faced. I am not persuaded by Ms. Ireland's evidence. I accept the response of Mr. Yee, which was detailed and fully addressed the lack of knowledge of these witnesses regarding the lack of availability of work for the business, and the financial impact on the business in the years after 2022. I am persuaded by Mr. Yee's evidence, and I accept that he tried to keep the business profitable, including personally guaranteeing borrowings of \$1,000,000 to keep the business going. I accept that he would not have put himself in so much debt simply to spite Ms. Ireland and give away the companies. I accept that Mr. Yee made a reasonable decision to sell the shares of ICTG and the assets of OHSG, on the terms that he did.

- [23] As he no longer has income from ICTG or OHSG, Mr. Yee's sole source of income in recent years has been the management fees he receives from Quintet. Pursuant to an agreement with his mother, which is not challenged by Ms. Ireland, Mr. Yee transfers a portion of his management fee to his mother each year. As such, the net amount he received from Quintet in 2023 was \$56,654 USD, and in 2024 was \$66,280 USD.
- [24] Ms. Ireland submits that, if he could not keep the businesses going, he ought to have sought a different job in the same occupational health and safety field. She exhibited to her affidavit several job posting, paying between \$90,000 and \$140,000 year, arguing that he could have obtained a job such as these.
- [25] Mr. Yee submits that after the collapse of his business he wants to move into a new direction for his career. He started a coaching business called Spiritual Warrior Wellness Inc. ("SWWI"). He incorporated the business in 2021, and he has been developing the business since 2023. He describes a wide range of activities he has undertaken to develop the business, including developing online resources, developing procedures, marketing efforts including a social media presence, and networking.
- [26] Mr. Yee states that since the end of November 2024 and throughout 2025, he has been meaningfully conducting the business, and now has several clients. In his affidavit sworn April 16, 2025, Mr. Yee projected he will earn \$25,000 - \$30,000 this year, and expects significant increased revenue in the following years. In his affidavit sworn July 7, 2025, Mr. Yee reports that one of his former pro bono clients has hired him for paid services, and he has won a contract with a large dental clinic. He will earn approximately \$222/hour for this work. In this later affidavit, he states that he expects, based on the new work he has obtained since April, that he will exceed his earlier estimate of \$25,000 - \$30,000 for his 2025 income.
- [27] I find that Mr. Yee has made a good faith, legitimate effort to build a new business. It is showing signs of success, and he believes his income will exceed \$30,000 in the first year. His intention is to build a profitable business, with employees working under his direction. I am satisfied that he is taking reasonable steps in that direction.
- [28] I am not satisfied that Mr. Yee must remain in his prior field, working as an employee for another company. If his current business plan works out as he expects, he will earn in excess of the income shown on the job postings provided by Ms. Ireland. I am satisfied that he has a reasonable expectation of earning with SWWI an income that, together with his Quintet income, will place him in the same range as the income for him accepted by the parties in the 2023 addendum to the settlement agreement, i.e. approximately \$215,000.
- [29] In *A.N.K. v E.K.*, 2024 BCSC 1391, the court reviewed the law regarding imputation of income for under employed parents:

- [440] With respect to a change in employment, it is well established that (a) persistence in unremunerative employment may entitle the court to impute income; and (b) a parent cannot be excused from his or her child support obligations in furtherance of unrealistic or unproductive career aspirations: *Beissner v. Matheusik*, 2015 BCCA 308 at para. 44 citing *Donovan v. Donovan*, 2000 MBCA 80, as adopted by this Court in *Watts v. Willie*, 2004 BCCA 600 at para. 16, and followed in *McCaffrey v. Paleolog*, 2011 BCCA 378 at para. 46
- [441] In *Beissner*, the father was a "well-educated experienced and capable businessman with substantial earning capacity" with experience in the hospitality and resort real estate business. After incurring a significant decline in income during the economic downturn in 2008, he invested in a new business in 2012 that involved the sale of nutrition bars at local farmers markets. The chambers judge held that "his purported reduction in income of \$97,653 (in 2008) to "essentially nothing" in 2013" was well below his actual earning capacity and simply not believable". He was imputed income of \$65,000. The Court of Appeal upheld that decision.
- [442] In *Boyko v. Fitzgerald*, 2022 BCSC 614, the payer spouse had earned between \$157,000 and \$206,000 before being laid off from her employment as a director of investment development for SNC-Lavalin. She eventually found new employment, earning \$67,000 but with the opportunity to earn commissions which had not then materialized. She subsequently received an offer to work for the company that had laid her off, but she declined, preferring to pursue work in the commission-based sector which she believed would lead to greater overall earnings. The court held that it was not unreasonable for her to do so, but concluded that she could not do so indefinitely. The spouse was given a year from the date of the hearing in which to earn the income she anticipated she could earn on a commission basis, failing which the court imputed income to her of \$150,000, being slightly below her lowest historical income.
- [448] In assessing what income the respondent is capable of earning, it would be unreasonable to assume that he could start his own business and earn the Guidelines income he did as the business owner of iGenius in the short term. In fact, his recent attempt to do so was unsuccessful. However, I am satisfied that he is capable of earning the employment income he earned at iGenius.
- [449] Having said that, I have concluded that it was not unreasonable for the respondent to pursue the West Quay business when he did. Given the investment of time, money, and other resources he has put into that venture, it is also reasonable that he was allowed to pursue that business. However, in my view, three years from starting the business (and two years after the commencement of the COVID-19 pandemic) is long enough for M. to be deprived of his potential earning capacity: *Barker* at para. 18

- [30] I find that it is reasonable for Mr. Yee to pursue the SWWI business at this time. If the business does not reach its expected profitability within a few years, he may have to seek other employment options. But for now, I do not accept that Mr. Yee is intentionally under employed, and I am satisfied that his current efforts to develop his new business are reasonable. I reject Ms. Ireland's submission that I ought to impute income to Mr. Yee in the amount of \$250,000.
- [31] In argument, Mr. Yee submitted that his total income for 2025 should be set at \$140,000, and for 2026 it would be reasonable to set his income at the higher of his actual income or \$160,000. I agree that incomes for support purposes proposed by Mr. Yee for 2025 and 2026 are reasonable.

Adjustments to support

- [32] In the 2023 addendum to their separation agreement, the parties agreed that:
6. Following a review of the income information exchanged in November 2023, the parties will adjust child and spousal support again if appropriate and in accordance with their Separation Agreement, and the new amount will commence as of December 1, 2023.
- [33] The separation agreement provided that child support would be paid in accordance with the Guidelines, and spousal support would be reviewed as follows:
43. Craig and Crystal will review the quantum of Spousal Support (a) in the event of a material change in circumstance, including but not limited to a significant change in either party's income and/or when Crystal obtains employment, or a material change in parenting time of the Children; and
 - (b) in addition to (a), no later than three years from the signing of this Agreement.
- [34] I find that Mr. Yee has experienced a material change in income. Ms. Ireland has now obtained employment and also has experienced a significant change in income. As such, a review of the quantum of spousal support is to be conducted, pursuant to the separation agreement. Pursuant to the addendum, the new amount set by such review will commence as of December 1, 2023. As the review is expressly contemplated in the agreement between the parties, no material change in circumstances, other than the circumstances expressed in the agreement, is required to be proven.
- [35] I agree with the position of Mr. Yee that his support obligations must be calculated pursuant to their separation agreement, in accordance with the following incomes:

Year

Mr. Yee annual income

Ms. Ireland annual income

December 2023

\$195,102

\$54,000

2024

\$89,783

\$80,000

2025

\$140,000

\$80,000

[36] In 2026, the parties' incomes will be set in accordance with their separation agreement, using their actual taxable incomes, except that Mr. Yee's income will be set no lower than \$160,000 in the event his taxable income is lower than \$160,000.

[37] Mr. Yee seeks an order cancelling child and spousal support payments, and any cancelling any statutory default fees and interest charged pursuant to the Family Maintenance Enforcement Act, R.S.B.C. 1996 c. 127 and the Family Law Act, S.B.C. 2011, c. 25 retroactive to January 1, 2024.

[38] Mr. Yee has paid child and spousal support since December 1, 2023 in the total amount of \$61,473.31. Support over the same period, based on the parties' incomes set out in the addendum to the separation agreement, is calculated at \$140,000. Mr. Yee calculates the support he was required to pay over the same period, using the incomes I have accepted for December 2023, 2024 and 2025, as a total of \$16,392.

[39] I find that the orders sought by Mr. Yee cancelling arrears, interest and default fees are appropriate, and I make such orders.

[40] The parties have leave to make submissions on costs, in writing through the registry.

"W.A. Baker 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/25/16/2025BCSC1605.htm>

CASE PAGE <https://chat.esheria.ai/case-law/canada/yee-v-yee-2025>

Prepared on 25 October 2026 · Esheria