

CANADA / JUDGMENT

## Zhang v. Lin

2025 BCSC 1550

### COURT

Supreme Court of British Columbia

### DECIDED

12 August 2025

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2025 BCSC 1550 Zhang v. Lin

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Zhang v. Lin,

2025 BCSC 1550

Date: 20250812

Docket: S172062

Registry: Vancouver

Between:

Shu Rong Zhang

Plaintiff

And:

Cuiguo Lin and Ming Hu

Defendants

Before: The Honourable Mr. Justice Funt

Reasons for Ruling on Costs

Counsel for the Plaintiff:

K.J. Learn

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The Defendant, Ming Hu:

No appearance at this hearing

Place and Dates of Hearing:

Vancouver, B.C.

July 7-8, 2025

Place and Date of Judgment:

Vancouver, B.C.

August 12, 2025

### 1.0 Introduction

- [1] This ruling addresses costs related to the 78-day trial in this action, with the reasons for judgment indexed as 2024 BCSC 1591 (the "Trial Reasons"), and a two-day application addressing the production of further documents, with the reasons for the ruling indexed as 2023 BCSC 1679 (the "Production of Further Documents Ruling").
- [2] For the reasons that follow, the plaintiff's costs are to be assessed as follows:
- a) for 25 days of trial, no costs will be awarded;
  - b) for 23 days (for the last 21 days of trial and the two days of legal argument related to the production of further documents), costs are awarded as special costs; and
  - c) for 32 days of trial, costs are awarded at Scale B.

### 2.0 25 days - Langley Farmland - No Costs

- [3] The trial addressed the ownership and dealings with respect to two properties: the "Langley Farmland" and the "Surrey Bareland".
- [4] After the trial had started, the Langley Farmland was sold with the net proceeds then held in trust. On October 1, 2020, the Court approved the proposed sale and the related trust arrangements.
- [5] On the last day of trial, the parties settled their disputes with respect to the Langley Farmland.
- [6] At the present costs hearing, the parties agreed that 25 days of trial involved the Langley Farmland and that each party would bear their respective costs.

### 3.0 23 Days - The Defendants' Failure to Disclose - Special Costs

- [7] As set forth in detail in the Production of Further Documents Ruling, the defendants failed to produce documents or otherwise disclose (even to their counsel) the sale of a further property referred to as the Surrey Development Land.
- [8] As may be seen from the Trial Reasons, the Surrey Development Land was relevant to the calculation of damages.
- [9] On March 30, 2022, the defendants sold the Surrey Development Land for \$28,924,000 under a contract of purchase and sale that became binding on May 26, 2022.
- [10] On or very shortly after May 26, 2021, the existence of the contract for the sale and purchase of the Surrey Development Land should have been disclosed by Mr. Lin and Mr. Hu.
- [11] As noted, in the Production of Further Documents Ruling, Mr. Lin and Mr. Hu did not disclose matters, even to their own counsel.
- [12] On July 19, 2022, a "Joint Statement of Agreed Facts" was finalized and Mr. S. Xue, representing Mr. Lin, and Mr. Z.C. Ng, representing Mr. Hu, both signed the Joint Statement of Agreed Facts.
- [13] One of the agreed facts reads:
88. Holdco still holds the title to the [Surrey Development Land], both legal and beneficially, as of this date.
- [14] Mr. Lin and Mr. Hu each misled their own counsel, causing each of Mr. Xue and Mr. Ng to sign the Joint Statement of Agreed Facts which each of Mr. Lin and Mr. Hu would have known to be untrue.
- [15] Among other consequences, a great deal of court time was wasted.
- [16] In *David v. Song*, 2025 BCSC 704, I recently summarized the jurisprudence on special costs as follows (with underlining from that case removed):
- [11] Recently, in *Parker Cove Properties Limited Partnership v. Gerow*, 2024 BCCA 316, our Court of Appeal stated:
- [57] The test for granting special costs is set out in *Smithies* at paras. 56-57:
- [57] The leading authority on special costs is this Court's decision in *Garcia v. Crestbrook Forest Industries Ltd.* (1994), 1994 CanLII 2570 (BC CA), 9 B.C.L.R. (3d) 242 (C.A.). There, Mr. Justice Lambert, writing for the Court, set out that the threshold for special cost awards is "reprehensible conduct". He noted the continuum of circumstances in which special costs could be awarded, ranging from "milder forms of misconduct deserving of reproof or rebuke" to "scandalous or outrageous conduct":
- [17] Having regard to the terminology adopted by Madam Justice McLachlin in *Young v. Young*, [1993 CanLII 34 (SCC), [1993] 4 S.C.R. 3], to the terminology adopted by Mr. Justice Cumming in *Fullerton v. Matsqui* [(District) (1992), 74 B.C.L.R. (2d) 311 (C.A.)], and to the application of

the standard of "reprehensible conduct" by Chief Justice Esson in *Leung v. Leung* [(1993), 77 B.C.L.R. (2d) 314 (S.C.)] in awarding special costs in circumstances where he had explicitly found that the conduct in question was neither scandalous nor outrageous, but could only be categorized as one of the "milder forms of misconduct" which could simply be said to be "deserving of reproof or rebuke", it is my opinion that the single standard for the awarding of special costs is that the conduct in question properly be categorized as "reprehensible". As Chief Justice Esson said in *Leung v. Leung*, the word reprehensible is a word of wide meaning. It encompasses scandalous or outrageous conduct but it also encompasses milder forms of misconduct deserving of reproof or rebuke. Accordingly, the standard represented by the word reprehensible, taken in that sense, must represent a general and all encompassing expression of the applicable standard for the award of special costs.

- [12] As may be seen, the focus is upon whether the conduct in question may "be categorized as 'reprehensible'".
- [13] In *Hu v. Dickson*, 2015 BCSC 218, Justice Warren, as she then was, provided a useful review regarding the characterization of reprehensible conduct:
- [46] Special costs are awarded where a party's litigation conduct can be characterized as "reprehensible". In this context the word reprehensible encompasses both scandalous and outrageous conduct and also milder forms of misconduct deserving of reproof or rebuke: *Garcia*, para. 17. This does not mean that all forms of misconduct justify a special costs order - rather, the misconduct must be such as to be deserving of reproof or rebuke: *Westsea Construction Ltd. v. 0759553 B.C. Ltd.*, 2013 BCSC 1352 at paras. 32 and 73.
- [47] The purpose for this high level of costs is punitive and intended to express the court's disapproval of the party's conduct. It is not necessary that all aspects of a party's conduct in the litigation be reprehensible in order to make an award of special costs that applies to the entire action: *Bradshaw v. Stenner*, 2012 BCSC 237 at para. 9, leave to appeal ref'd 2012 BCCA 481. However, pursuant to Rule 16-1(14) of the Supreme Court Family Rules, the court has the discretion to award costs that relate to only certain aspects of a proceeding and may do so where it would be disproportionate to award special costs of the entire proceeding: *Gichuru [v. Smith]*, 2014 BCCA 414, para. 91.
- [48] The court must exercise restraint in awarding special costs and as such the party seeking special costs must demonstrate exceptional circumstances to justify a special costs order: *Westsea*, para. 73.
- [49] In *Kim v. Hong*, 2013 BCSC 2248, Justice Griffin quoted extensively from the judgment of Justice Williams in *Schwabe v. Dr. Lisinski*, 2005 BCSC 1284, where he summarized a number of cases in an effort to discern the kinds of conduct that had been characterized as reprehensible and thus warranting an award of special costs. Justice Griffin also categorized the conduct that had been found to justify an award of special costs in a number of family cases. From her reasons, it is apparent that the kinds of conduct that warrant an award of special costs include the following:

- acting with an improper motive, such as to intimidate, exhaust or financially drain the other party in the hopes that they will give up or soften their position in the litigation;
- dissipating and/or not disclosing assets;
- abusing the court's process by, among other things, failing to disclose documents, delaying in disclosing documents, failing to respond to reasonable requests, causing unnecessary interlocutory applications, and breaching the Rules of Court in a manner that prejudices the other party;
- misleading the court, through outright fabrications or through evasive and/or equivocal responses; and
- disobeying a court order.

[My emphasis.]

[17] The failure to disclose by each of Mr. Lin and Mr. Hu was reprehensible by each of them. Accordingly, special costs are awarded for proceedings after May 26, 2021 as against each of them, jointly and severally.

[18] After May 26, 2021, there were 21 days of trial and two days of legal argument. The award of special costs applies to these 23 days.

#### 4.0 32 Days - The Remainder - Scale B

[19] The 32 days remaining of the 80 days will be assessed at Scale B. The plaintiff sought costs at Scale C based on the of complexity of the matter at trial.

[20] At the beginning of the Trial Reasons I stated:

This [78]-day trial addressing commercial disputes amongst the parties involving valuable real estate was unnecessarily long, and probably not necessary. Despite the significant financial values of the properties involved, the parties generally did not retain solicitors to contemporaneously document and finalize the parties' commercial arrangements.

[21] The Court, as part of the judicial system, like all other public institutions, has limited resources at its disposal: *R. v. Jordan*, 2016 SCC 27 at para. 116.

[22] Although litigants bear some of the costs of running the courts in our province, the majority of the costs are borne by the public.

[23] One of the reasons the Court has limited resources is because both our Legislature and Parliament have limited resources: "Money doesn't grow on trees".

[24] As Jean-Baptiste Colbert (French statesman 1619-83) observed:

The art of taxation consists in so plucking the goose as to obtain the largest possible amount of feathers with the smallest possible amount of hissing.

S. Ratcliffe, ed, Oxford Essential Quotations, 4th ed. (Oxford University Press, 2016).

[25] Court time is also very much in demand.

[26] In criminal cases, there are accused in custody awaiting trial.

[27] In family matters, there are often young children involved with questions such as parenting time to be determined. The focus of the Court is what is in the best interests of the child, which accords with our society's compassion for children.

[28] Each child is, of course, quite different. That said, every child's best interests is served where certainty is provided. In this regard, in C.S. v. C.B., 2021 BCSC 879, I wrote:

[41] The best interests of a child are served where the child has certainty, including as to where he or she may be living, with which parent, and when. A child will worry about school, friends, and his or her parents. The sooner matters are resolved, the sooner the certainty is provided.

[29] It is important that the certainty is provided as soon as practically possible.

[30] Rule 1-3(1) of the Supreme Court Civil Rules reads:

## Object

(1) The object of these Supreme Court Civil Rules is to secure the just, speedy and inexpensive determination of every proceeding on its merits.

[31] In *Gill v. Wal-Mart Corporation / La Compagnie Wal-Mart du Canada*, 2017 BCSC 135, I wrote:

[20] Under s. 8 of the Interpretation Act, R.S.B.C. 1996, c. 238, the Legislature removed any historical distinction made in interpreting between remedial and non-remedial enactments and gave direction as to the approach to be taken. Section 8 reads:

8. Every enactment must be construed as being remedial, and must be given such fair, large and liberal construction and interpretation as best ensures the attainment of its objects.

[21] In short, the court is tasked with construing and interpreting an enactment before it "as best ensures the attainment of its objects".

[22] A legislator cannot foresee every circumstance or eventuality. The legislator often intends the court to supplement aspects, where necessary, to attain the objects of the enactment. The Supreme Court Civil Rules specifically contemplate such. Rule 13-1(19) reads:

(19) When making an order under these Supreme Court Civil Rules, the court may impose terms and conditions and give directions it considers will further the object of these Supreme Court Civil Rules.

- [32] In awarding costs, the court should do so in accordance with the object of the Rules within the context that the court has limited resources and court time is very much in demand.
- [33] A "just, speedy and inexpensive determination" serves not only the interests of the parties but also of waiting litigants and society generally.
- [34] I will frame two rules which, in my view, will help attain the object of the Rules in circumstances such as those at bar. Each rule is intended to discourage, or at least, not reward, behaviour that causes unnecessary complexity, which wastes court time.
- [35] First, as a general rule, where the successful party in a significant commercial action seeks costs above those at Scale B based on the complexity of the litigation, such extra costs will be denied where the complexity would have been avoided had the party first sought and followed legal advice as a reasonable business person would have done (e.g., the execution of a solicitor-drawn commercial agreement where significant monetary sums are involved).
- [36] Second, as a general rule, where the successful party in an action involving the successful party's unregistered interest in Blackacre seeks costs above those allowed at Scale B based on complexity, such costs will be denied where the party, acting as a reasonable person, would have caused the party's unregistered interest in Blackacre to be registered in the Land Title Office prior to the events giving rise to the action.
- [37] The plaintiff seeks costs at Scale C for the 32 remainder days based on the complexity of matters at trial.
- [38] I will not award costs at Scale C. Either of the two foregoing general rules apply to deny an award of costs based on complexity. The complexity arose from the fact that the plaintiff did not ensure that her commercial arrangements with respect to the Surrey Bareland were documented by a solicitor, or that her significant interest (50 percent with possible small adjustments) in the Surrey Bareland was registered in the Land Title Office.
- [39] In *Berthin v. British Columbia (Registrar of Land Titles)*, 2017 BCCA 181, our Court of Appeal described our province's land registration system as "[operating] with admirable simplicity":
- [15] The conclusion that the title is undeniably with the [purchasers] is based on the character of the land registration system in British Columbia, commonly referred to as a "Torrens" system. The scheme is designed to provide certainty as to the state of title of real property in the province; nearly all private property has been brought within it. The scheme forms the bedrock of real property law in the province, and operates with admirable simplicity to create a register as the single place one need look to determine the holders of rights, title and interest in land in British Columbia (except as to the rare parcels that are not yet within the land title system).

- [40] With respect to the plaintiff's failure to register her interest in the Surrey Bareland in the Land Title Office, such led to the ability of Mr. Hu to further mortgage the Surrey Bareland to help finance the acquisition of the Surrey Development Land, which, in turn, led to much of the complexity and controversy at trial.
- [41] It is readily apparent that Mr. Hu and Mr. Lin took advantage of the fact that Ms. Zhang's interest in the Surrey Bareland was not registered, and further, that there was no solicitor-prepared agreement addressing the commercial arrangements.
- [42] Having regard to the object of the Rules in their context, the Court will not make an award of costs at Scale C. The plaintiff was partially responsible for the complexity that would have been avoided if the plaintiff had acted in accordance with either of the general rules I have set forth above.
- [43] The Court will award the plaintiff her costs for these 32 remainder days at Scale B. The plaintiff was the successful party. Further, neither Mr. Hu nor Mr. Lin acted in a reasonable commercial manner that would have led to a solicitor-drawn commercial agreement.
- [44] Mr. Hu and Mr. Lin acted with a common interest to use funds generated by mortgages on the Surrey Bareland to help fund the purchase of the Surrey Development Land. Accordingly, Ms. Zhang is awarded her Scale B costs jointly and severally as against Mr. Lin and Mr. Hu.

## 5.0 Offers to Settle

### a) General Summary

- [45] The plaintiff made 6 separate offers to settle to support an award of double costs.
- [46] As described further below, I find that none of the 6 offers "ought" to have been accepted.

### b) The Law on Offers to Settle

- [47] In *Norris v. Burgess*, 2016 BCSC 1451, I set forth the relevant law:
- [37] Rules 9-1(5) and (6) address the court's discretion in awarding costs as a result of an offer to settle. They read:
- (5) In a proceeding in which an offer to settle has been made, the court may do one or more of the following:
- (a) deprive a party of any or all of the costs, including any or all of the disbursements, to which the party would otherwise be entitled in respect of all or some of the steps taken in the proceeding after the date of delivery or service of the offer to settle;
- (b) award double costs of all or some of the steps taken in the proceeding after the date of delivery or service of the offer to settle;

- (c) award to a party, in respect of all or some of the steps taken in the proceeding after the date of delivery or service of the offer to settle, costs to which the party would have been entitled had the offer not been made;
  - (d) if the offer was made by a defendant and the judgment awarded to the plaintiff was no greater than the amount of the offer to settle, award to the defendant the defendant's costs in respect of all or some of the steps taken in the proceeding after the date of delivery or service of the offer to settle.
- (6) In making an order under subrule (5), the court may consider the following:
- (a) whether the offer to settle was one that ought reasonably to have been accepted, either on the date that the offer to settle was delivered or served or on any later date;
  - (b) the relationship between the terms of settlement offered and the final judgment of the court;
  - (c) the relative financial circumstances of the parties;
  - (d) any other factor the court considers appropriate.

[ ]

[39] In writing for our Court of Appeal in *C.P. v. RBC Life Insurance Company*, 2015 BCCA 30, leave to appeal ref'd [2015] S.C.C.A. No. 136, Justice Goepel, in considering a trial award of double costs, sets forth generally the purpose of the costs rules related to settlement offers:

[94] The underlying purpose of the offer to settle rule was set out in *Hartshorne*:

[25] An award of double costs is a punitive measure against a litigant for that party's failure, in all of the circumstances, to have accepted an offer to settle that should have been accepted. Litigants are to be reminded that costs rules are in place "to encourage the early settlement of disputes by rewarding the party who makes a reasonable settlement offer and penalizing the party who declines to accept such an offer" (*A.E. v. D.W.J.*, 2009 BCSC 505, 91 B.C.L.R. (4th) 372 at para. 61, citing *MacKenzie v. Brooks*, 1999 BCCA 623, *Skidmore v. Blackmore* (1995), 1995 CanLII 1537 (BC CA), 2 B.C.L.R. (3d) 201 (C.A.), *Radke v. Parry*, 2008 BCSC 1397). In this regard, Mr. Justice Frankel's comments in *Giles* are apposite:

[74] The purposes for which costs rules exist must be kept in mind in determining whether appellate intervention is warranted. In addition to indemnifying a successful litigant, those purposes have been described as follows by this Court:

- "[D]eterring frivolous actions or defences": *Houweling Nurseries Ltd. v. Fisons Western Corp.* (1988), 1998 CanLII 186 (BC CA), 37 B.C.L.R. (2d) 2 at 25 (C.A.), leave ref'd, [1988] 1 S.C.R. ix;

- "[T]o encourage conduct that reduces the duration and expense of litigation and to discourage conduct that has the opposite effect": *Skidmore v. Blackmore* (1995), 1995 CanLII 1537 (BC CA), 2 B.C.L.R. (3d) 201 at para. 28 (C.A.);
  - "[E]ncouraging litigants to settle whenever possible, thus freeing up judicial resources for other cases: *Bedwell v. McGill*, 2008 BCCA 526, 86 B.C.L.R. (4th) 343 at para. 33;
  - "[T]o have a winnowing function in the litigation process" by "requir[ing] litigants to make a careful assessment of the strength or lack thereof of their cases at the commencement and throughout the course of the litigation", and by "discourag[ing] the continuance of doubtful cases or defences": *Catalyst Paper Corporation v. Companhia de Navegação Norsul*, 2009 BCCA 16, 88 B.C.L.R. (4th) 17 at para. 16.
- [95] A plaintiff who rejects a reasonable offer to settle should usually face some sanction in costs. To do otherwise would undermine the importance of certainty and consequences in applying the Rule: *Wafler v. Trinh*, 2017 BCCA 95 at para. 81. The importance of those principles was emphasized by this Court in *A.E. Appeal* at para. 41:
- [41] This conclusion is consistent with the importance the Legislature has placed on the role of settlement offers in encouraging the determination of disputes in a cost-efficient and expeditious manner. It has placed a premium on certainty of result as a key factor which parties consider in determining whether to make or accept an offer to settle. If the parties know in advance the consequences of their decision to make or accept an offer, whether by way of reward or punishment, they are in a better position to make a reasoned decision. If they think they may be excused from the otherwise punitive effect of a costs rule in relation to an offer to settle, they will be more inclined to take their chances in refusing to accept an offer. If they know they will have to live with the consequences set forth in the Rule, they are more likely to avoid the risk.
- [40] With respect to the first factor in R. 9-1(6), whether the offer ought reasonably to have been accepted, *Goepel J.A.* in *C.P.* states:
- [97] Whether an offer to settle is one that ought reasonably have been accepted, is assessed not by reference to the award that was ultimately made, but under the circumstances existing when an offer was open for acceptance: *Bailey v. Jane*, 2008 BCSC 1372 at para. 24 and *Hartshorne* at para. 27. This factor is considered from the perspective of the person receiving the offer. It has both a subjective and objective component. The court is entitled to take into account the reasons why a party declined to accept an offer to settle. The court must consider whether those reasons are objectively reasonable.
- [41] I emphasize that R. 9-6(a) uses the word, ought. "Ought" is defined in *The Oxford English Dictionary*, 2d ed. as follows:

- b. In present sense: = Am (is, are) bound or under obligation: you ought to do it = it is your duty to do it; it ought to be done = it is right that it should be done, it is a duty (or some one's duty) to do it. (The most frequent use throughout. Formerly expressed by the pres. t., OWE v. 5.)
- [42] The use of the word "ought" in R. 9-6(a) evinces a legislative intent that the court may consider whether the offer was one that the offeree should have accepted. Where the offeror is the plaintiff, this wording encourages an offer that falls at the low end of the range of potential trial awards the plaintiff is anticipating. Where the offeror is the defendant, it encourages an offer that falls at the high end of the range of potential trial awards the defendant is anticipating. In short, the word "ought" brings the respective positions of the parties closer, with the object of reaching an agreement and conserving judicial and other resources.
- c) The Offers at Bar
- [48] As noted, the plaintiff made six offers, none of which I find that the defendants "ought" to have accepted.
- [49] Except for the third offer, each offer dealt with both the Langley Farmland and the Surrey Bareland. I will address each offer separately.
- [50] The first offer is dated August 25, 2017. This offer has considerable detail. Of particular note, with respect to the Surrey Bareland, the offer reads:
11. Each party shall bear his/her own capital gain taxes. The capital gain taxes shall be based on Hu's 2017 personal income tax return prepared by a certified accountant agreed upon by all parties. Hu's capital gain taxes shall be adjusted to exclude his other personal gain or capital gain taxes so that this contemplated capital gain taxes shall only reflect the taxes assessed by the CRA on the 168 Property [the Surrey Bareland] exclusively.
- [51] With respect, the premise that the Surrey Bareland was held on account of capital would likely be reviewed and possibly challenged by the Canada Revenue Agency. The offer does not address this aspect.
- [52] I will also add, I do not see that basis to base calculations solely on Mr. Hu's tax return when the plaintiff would on her tax return be reporting the gain associated with her interest (albeit her interest was not registered with the Land Title Office).
- [53] The fact that the ownership of the Surrey Bareland was different than that as registered in the Land Title Office would also give rise to greater scrutiny by the Canada Revenue Agency. An unregistered interest is not the norm.
- [54] Without a likely Canada Revenue Agency review addressed and with an agreed upon approach to address a possible challenge, for these reasons alone, I do not find that the offer "ought" to have been accepted.

- [55] The second offer is dated August 26, 2017 and has the same provisions as those set forth in the first offer, and accordingly, fails for the same reason.
- [56] The third offer is dated September 8, 2017. It is limited to the Langley Farmland. This offer provides, in part:
9. Each party shall bear his/her own capital gain taxes. The capital gain taxes shall be based on Zhang's 2017 personal income tax return prepared by a certified accountant agreed upon by all parties. Zhang's capital gain taxes shall be adjusted to exclude her other personal gain or capital gain taxes so that the contemplated capital gain taxes shall only reflect the taxes assessed by the CRA on the 25707 Property exclusively.
  10. The capital gain tax adjustment of each party is done before the Net Sale Proceeds are distributed. If the accurate capital gain tax of each party cannot be determined and adjustment prior to the Net Sale Proceeds distribution, upon the advice of the accountant, an amount suggested by the accountant for an accurate adjustment of the parties' individual capital gain tax payments shall be withheld in the trust account of Jiang Law Corporation and will not be released and distributed until the CRA has determined through the notice of assessment Zhang's overall capital gain taxes as a basis for calculating each party's capital gain tax for the 25707 Property exclusively. [ ]
- [57] This offer shares the same type of deficiencies as the previous two offers. The key difference is that matters are now to be based on Ms. Zhang's tax return. Again, a key underlying premise is that the Canada Revenue Agency would not challenge capital treatment. Again, the registered ownership of the Langley Farmland (100% Ms. Zhang) did not reflect the unregistered interests (25% for each of Mr. Lin and Mr. Hu).
- [58] I will add that if the Canada Revenue Agency did initially assess any gain as on account of capital the Agency could subsequently reassess within several years the gain as on account of income.
- [59] The fourth offer is dated September 11, 2018. With respect to the Langley Farmland, the offer reads, in part:
- b. Within 15 days of accepting this settlement offer, Lin and Hu shall reimburse Zhang for the expenses and costs of the 25707 Property that Lin and Hu are responsible for but owe to Zhang including the following:
    - i. Monthly payment of the mortgage interest and principal since February 2017 (CA5019902);
    - ii. Property taxes since January 2017; and
    - iii. Outstanding amounts of BC Hydro, Fortis BC, Shaw Cable, home inspection, home insurance, appraisal, renovation;
- [60] The foregoing provision did not limit the possible reimbursement (say, for example, \$30,000.00).

- [61] During the period of ownership, there had been significant damage to the hobby-farm rancher (and swimming pool) on the property. The photos presented at trial and high electrical bills gave the impression that the rancher may have been used as part of a "grow-op" (there was no evidence that any of the parties were knowingly engaged in the operation or otherwise had knowledge of a grow-op). Accordingly, among other matters, the expenses and costs related to the "renovation" could be significant.
- [62] Without some stated limit (such as \$30,000), as to the potential reimbursement contemplated, I do not find that Mr. Lin or Mr. Hu "ought" to have accepted this offer.
- [63] This offer included both the Langley Farmland and the Surrey Bareland. Accordingly, the offer fails generally as one that "ought" to have been accepted.
- [64] The fifth offer is dated February 8, 2019 and contains the same provision as I have set forth from the fourth offer. Accordingly, their offer is not one that Mr. Lin or Mr. Hu "ought" to have accepted.
- [65] The sixth offer is dated March 28, 2021. This offer had to be accepted on or before 5 p.m. March 31, 2021.
- [66] This offer required each of Mr. Lin and Mr. Hu, among other terms to make a "goodwill payment" of \$250,000.00. The offer did not provide a rationale for the proposed goodwill payments.
- [67] Having regard to the short period for acceptance and the lack of a description for the basis of \$250,000.00 goodwill payments by each of Mr. Lin and Mr. Hu, I find that the offer was not one that "ought" to have been accepted.
- [68] In sum, I find that none of the six offers "ought" to have been accepted. Accordingly, double costs on this basis will not be awarded.

## 6.0 Conclusion

- [69] No costs are awarded for 25 days of trial.
- [70] Special costs for 23 days are awarded as against Mr. Lin and Mr. Hu, jointly and severally.
- [71] Costs at Scale B for 32 days are awarded as against Mr. Lin and Mr. Hu, jointly and severally.
- [72] Costs will not be awarded for the costs hearing and the time spent settling the order.

"Funt J."

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