

IN THE SUPREME COURT OF NOVA SCOTIA
(FAMILY DIVISION)

Citation: Bridger v. Bridger, 2008 NSSC 150

Date: 20080208

Docket: 1201-060884

Registry: Halifax

Between:

Bridger, Keitha

Petitioner

v.

Bridger, Craig

Respondent

Judge: The Honourable Justice Deborah Gass

Heard: January 7, 8 and 9, 2008, in Halifax, Nova Scotia

**Written Release
of Oral Decision:** June 12, 2008

Counsel: Kim Johnson, for the petitioner
Tim Peacock, for the respondent

By the Court:

[1] This is the decision in the Bridger matter. I note that Mr. Peacock is not present today as he is ill, as I have been informed. I will give my decision orally. I intend to commit this decision to writing because there are a lot of issues contained in it but I will go ahead and give the oral decision today.

[2] This is a divorce proceeding. The parties are Keitha Bridger and Craig Bridger. The parties were married September 19, 1998. They separated July 7, 2006 and have been living separate and apart since that date.

[3] I am satisfied that the procedural and jurisdictional requirements have been met and the ground for divorce has been established, being marital breakdown by virtue of the fact that the parties have been living separate and apart in excess of one year.

[4] The issues the court was asked to decide in this matter are child support, spousal support, division of property and issues relating to insurance coverage.

[5] The parties began their relationship in 1993. There is some disagreement as to when they actually began living together. The petitioner's evidence is that it was April of 1993 whereas the respondent recalls it was not until November of 1994.

[6] In his sworn affidavit, he said that the year was 1994 but he did not specify a month.

[7] The petitioner specifically recalled that she was 19 around the time they began dating and then she turned 20, obtained a job, and then moved in with him. On the other hand, the respondent was very unclear as to his recollection. While he acknowledged that the parties began dating in 1993, he said that he was in the navy and was away a lot; that Ms. Bridger got a job in town because it was a long drive so she moved into his place, but he was away. At one point in his evidence, he said he thought it was November of 1995 because they signed a document to claim common-law status with the navy. The document was not produced and it was unclear as to whether or not the document reflects when they actually began their relationship. His memory was that they had to be in a common-law relationship for one year before they could file their status with the navy. Then he

thought the date of the document was May 25, 1995 which to make the one year would have resulted in cohabitation beginning in May of 1994. Then at one point in his evidence, he said it was between 1993 and 1994 that they moved out together. There was a period of time when they lived together with her grandparents.

[8] All in all, Mr. Bridger's evidence was very confusing with respect to the date of cohabitation. I find on the evidence before me that the evidence of Ms. Bridger was much clearer and more specific. I find that the date of commencement of cohabitation is April of 1993. Therefore for the purposes of any pension division, the dates will be April of 1993 to July of 2006.

CUSTODY, ACCESS & FINANCIAL ARRANGEMENTS:

[9] The parties have two children, Gillian Marie Bridger, born February 12, 2001. She is now seven years of age or will be seven next week, and Cameron Craig Bridger, born April 1, 2006. He is almost two years of age.

[10] The children have been in the primary care of their mother since separation. It appears that she was their primary caregiver throughout the course of the marriage and there does not appear to be any dispute about that.

[11] The parties have reached a parenting agreement providing for the mother to have sole custody of the children with the father having specific access following the graduated access set out in the interim order of November 20, 2007. Transportation details were not agreed upon.

[12] The interim order provides for the father to be responsible for transportation. He would like the parties to meet in Windsor. The mother currently resides in Boutilier's Point with her sister and her family and the father lives with his girlfriend in Margaretsville (I stand to be corrected on the place), in the Annapolis Valley.

[13] Mr. Bridger is not working. He is disabled due to a work related injury. He has a vehicle. Ms. Bridger does not have an insured, registered vehicle at this time and she relies on her family for transportation.

[14] At the present time it would be unfair to burden her family with the responsibility of transporting the children back and forth to Windsor for access. That is not to say that at some point in the future the mother may be expected to help with transportation as her circumstances change but under the present circumstances, the father will be responsible for transportation of the children.

[15] With regard to the issue of child support, the parties separated in July of 2006. The children receive a Canada Pension Allowance. Mr. Bridger's income consists of his Canadian Armed Forces, his Canada Pension and a Veterans' Affairs Pension.

[16] In 2006, Mr. Bridger's taxable income was \$48,408.64. In addition, he received a non-taxable Veterans' Affairs Pension of \$24,231.00. In the year 2006, his income was bumped up by a one time lump sum Canada Pension payment of \$32,770.00 which he received in May of 2006.

[17] For the purposes of determining child support, effective August 1, 2006, which is the first day of the month following separation, his income should be based on a 'gross up' of his Veterans' Affairs Pension, which according to his calculation, is about \$34,000.00 a year and according to the petitioner, is about \$37,842.00. The parties have agreed that his Canada Pension income for 2006, not including the lump sum, was \$12,018.00 and his Canadian Armed Forces Pension was \$11,039.00.

[18] Based on the father's calculation, his income is \$57,002.00 resulting in a table amount for two children of \$810.00 a month. Based on the mother's calculation, his income would be \$60,899.00 resulting in a table amount of \$863.00 a month. The commencement date would be August 1, 2006.

[19] I will accept for the purpose of setting current child support the determination of income as calculated by the husband being \$57,002.00 resulting in a table amount currently of \$810.00 a month.

[20] It is understood that he has paid a total of \$2,170.00 in support since the parties separated up to January 1, 2008, which would result in arrears of child support based on these calculations of \$12,410.00.

[21] The children do receive a Canada Pension benefit of \$409.00 a month but it is acknowledged that the law in *Vickers*, which is a 2001 Nova Scotia Court of Appeal decision, clearly negates the notion that that is included or considered to be child support. It would appear the respondent was, for a period of time, of the mistaken belief that it was considered to be so.

[22] With regard to medical coverage, it has already been indicated that the respondent had signed authorization to Sun Life for the petitioner to be directly reimbursed for any medical expenses, and in the event that this has not been done, the order will provide that he will sign an authorization to Sun Life for direct reimbursement.

[23] There is also the issue of the status of his life insurance policy. I will indicate that the two children shall be named as beneficiaries of his life insurance policies so long as the maintenance obligation is payable by him for the benefit of the children and he will provide confirmation of the status of the children annually and will authorize the insurers to provide information directly to the mother at her request. I will return to that issue later.

MATRIMONIAL PROPERTY:

[24] With regard to property, the parties owned several properties and it does not appear that there is really any issue as to what assets are matrimonial. There is some issue with respect to some of the debts that were incurred during the course of the marriage.

[25] I will deal first with the vacant land. The parties own a seven acre parcel of land which they purchased in 2004 for \$26,500.00. The parties disagree on its current value. There is no properly admissible evidence of its current value before the courts. The petitioner does not agree with the hearsay attachments to Mr. Bridger's affidavit. This was not expert opinion. It was not a formal appraisal. The quality of that evidence is questionable because in Ms. Bridger's view the person who provided that opinion would be biased, because of his relationship with Mr. Bridger.

[26] It is difficult therefore for the court to place any weight on the evidence that was introduced in that fashion. I must conclude that the value of the property is at

least its value as of the date of purchase, three and one-half to four years ago. I will attribute the value of \$26,500.00 to that vacant lot of land.

[27] There is a Royal Bank Line of Credit associated with the land and the evidence would indicate that that line of credit is in the amount of \$14,844.00.

[28] With regard to the rental property, the parties own a residential rental property at 77 Shore Road in West Chezzetcook. The petitioner's estimate of its value as of separation is \$120,000.00 but also it is her evidence and belief that as of December 2007 its value is only about \$50,000.00. Mr. Bridger believed the property was worth \$125,000.00 in December of 2006.

[29] The evidence indicates that the condition of the home has deteriorated significantly and in the opinion of Mr. Bagogloo, whose opinion was proffered by Mr. Bridger and accepted by Ms. Bridger, its current value is less than \$70,000.00.

[30] Before the parties separated, Ms. Bridger's father assisted the parties with the maintenance of the property. After the separation, Mr. Bridger did not bother to keep the property up and he went so far as to tell the tenants not to bother paying the rent, leaving them to maintain the property. Not only was he not collecting the rent of \$600.00 a month for a year from September of 2006 to September of 2007, which monies apparently had gone toward the mortgage payments, but he also stopped paying the mortgage. There is some confusion on this issue because the evidence is that his disability benefits covered the mortgage but at the same time the mortgage did go into arrears. It is acknowledged as well that there was a period of time recently when his CPP benefits were suspended while he underwent a re-evaluation.

[31] The mortgage on this property is \$30,765.98. The parties agree that the property should be sold forthwith and the mortgage paid out. They do not agree on the disposition of the net proceeds, if any.

[32] Ms. Bridger was not aware of the fact that the property was about to be foreclosed upon until she became aware of this in June of 2007 when she was informed by the bank that the mortgage was in arrears.

[33] She attempted to find out what was happening with respect to the property and she was advised by the tenants that the respondent had told them not to pay the rent.

[34] With no cooperation from Mr. Bridger or any contact from him with respect to the status of the property, it was necessary for her to apply to court to obtain exclusive responsibility for the management and control of the property, including the right to sell it. In September of 2007, it would appear that Mr. Bridger consented to that order.

[35] Subsequently, once she obtained the exclusive management and control of the property, she attempted to have the tenants evicted. Mr. Bridger, her co-landlord, testified on behalf of the tenants against his wife and his own interests at the Residential Tenancy Board hearing and Ms. Bridger was unsuccessful in securing the eviction of the tenants.

[36] The respondent did not collect \$7,200.00 in rent, \$3,600.00 of that being Ms. Bridger's share and he did nothing to maintain the property during that period of time.

[37] With respect to the other property, the mobile home, this matrimonial home was located in Greenwood. Following separation, Mr. Bridger maintained control of that property to the exclusion of Ms. Bridger. She was not allowed on the property without his consent and he threatened her with the intervention of the military police. Twice she was denied access to property in the absence of a court order. I accept her evidence in this regard because there is evidence which would indicate that when she went to pick up her belongings and there was a dispute as to whether or not she had gotten the right belongings or her share of the belongings, there was intervention by the military police.

[38] He stopped making payments on the parties' lot pad where the mobile home was located. Again, this comes back to the confusion about the fact that his disability covered some of the mortgage payments as it would appear would the \$600.00 from the rental property but as I have indicated, Ms. Bridger was advised in June of 2007 that the mortgage was in arrears.

[39] With regard to the evidence regarding the military police, I accept, as I have indicated, Ms. Bridger's evidence because it is consistent with what occurred in

July with the children when she attempted to retrieve the children. The RCMP were told they had no jurisdiction because it was DND property.

[40] She made requests for access to the mobile home in the months following and never received a reply. She was afraid to go there on her own without permission even though she was entitled to because she already had problems with the military police not willing to assist her without a court order and she had twice been refused access.

[41] Even after she obtained what was supposed to be a consent order in September, when she went to the trailer, they would not let her take anything that Mr. Bridger did not agree to. That was after she had made an earlier application. She was then informed that Mr. Bridger had stopped payment on the credit line, the mortgage and the personal loan to which the trailer and the vacant land were secured. The credit line was \$14,843.00 as of August 30, 2007, the loan was \$15,277.99 and the mortgage arrears at that time were \$632.35. On August 30, the bank demanded immediate payment of \$2,395.00.

[42] The petitioner, after the parties' separation, had to go on public assistance as the respondent provided no financial support or support of any kind by way of food, diapers or clothing to the petitioner.

[43] At the end of April 2007, the parties discussed selling the trailer. She was not in agreement with Mr. Bridger's assessments of the value of either the trailer or the vacant land. She was of the view that the trailer was worth about \$25,000.00 and he was of the view that it was worth less than \$20,000.00. In spite of her request to make arrangements through lawyers to move forward with the sale of the trailer, there were no arrangements made to pursue that. She never obtained anything else from the trailer except those items that were given to her by the respondent.

[44] Finally she had to bring an application to the court as she was refused entry twice and wanted to obtain exclusive control to retrieve whatever might be left and to sell the trailer. That resulted in an order granting her exclusive occupation in September of 2007, although the order was not issued until November of 2007. She did not get the keys until December 2007; it appears around December 10, 2007.

[45] When she finally got access to the trailer, she discovered that the trailer was ruined. The heat was off and water was everywhere.

[46] Mr. Bridger apparently moved out of the trailer in early 2007 but did not inform Ms. Bridger. She did not know and found out by accident. There ensued the discussions about selling the trailer which went nowhere.

[47] Sometime in November 2007, after Ms. Bridger was granted exclusive possession of the trailer but before she got the key, Mr. Bridger said he prepared the trailer for long-term storage. In essence, he said he shut off the heat, cancelled the insurance and he says that he turned off the water. He stopped paying the lot rental approximately four months earlier. At no time did he advise Ms. Bridger of what he had done, that is shutting off the heat, cancelling the insurance and apparently shutting off the water.

[48] On this point, I have very significant difficulty in believing Mr. Bridger's version of what happened. He clearly emptied the trailer of anything that he wanted but he went back to return a doll chest of Ms. Bridger's and he said he put it up under the range hood so that it wouldn't get wet, so clearly when he went back, the trailer was already damaged by water damage.

[49] Again, he did nothing to advise Ms. Bridger of the status of the trailer.

[50] The condition of the trailer is such that in the view of Ms. Bridger it is virtually worthless. Mr. Bridger seems to think that it is salvageable and he would be prepared to assist her in drying it out for the purpose of the sale of the trailer.

[51] I have listened carefully and I have reviewed the affidavits, and I have to conclude that Mr. Bridger's evidence, where it contradicts Ms. Bridger's evidence, defies logic and I accept her evidence over his.

[52] If you take the individual incidents, they might have some credibility but taken together they demonstrate a chain of events and actions and a persistent course of conduct which, if taken together, shows either poor judgment or deliberate efforts to leave Ms. Bridger with nothing when it comes to any matrimonial property of any value.

[53] The inaction that he took in relation to the property was to his own detriment as well. It would have been in both parties' interests to preserve the property.

[54] In my view on the whole of the evidence, it appears that his actions were abandonment of the trailer, and I do not accept his version of events after the court granted control of that property to her. Therefore the trailer and its associated debt will be the responsibility of the respondent. I will attribute a value of \$20,000.00 to the trailer because that is the value that he wished the court to accept although he acknowledged that there was significant damage to it after that appraisal was done.

[55] With regard to the rental property, he said that he did not ask the tenants to pay rent for a year, not to lower his income but to give him a break from being a landlord. However, the evidence would indicate that that is inconsistent with what he told the Residential Tenancy Board because the evidence was that he told the Residential Tenancy Board that he didn't want the income for tax purposes. He said he wanted a break from being a landlord and that the respondents would take care of the repairs.

[56] That defies logic as well. He did not give Ms. Bridger the opportunity to take over the job of being landlord and responsibility for the property. He told her nothing about not collecting the rent. Ms. Bridger had to go to court to get control after the mortgage went into arrears. Again, this was, at best, poor judgment and at worse, vengeful on the part of Mr. Bridger. It was to the detriment of both of them for him not to collect the rent and maintain the property. If he chose not to do so, he could have offered her the opportunity to take over that responsibility.

[57] In terms of my assessment of the credibility of the parties and how the property was dealt with by Mr. Bridger, I also note that in a sworn affidavit he provided to the court dated the 21st of December, 2007, he was silent on the condition of the trailer. He indicated that he had already reviewed her affidavit of December 14 and it was in her affidavit that she had indicated that she was concerned about whether there was anything at all left in the trailer. At that time, she was unaware of the significant damage to the trailer.

[58] In his oral evidence, he said he went at the end of November to prepare it for storage. This was after she was granted exclusive possession of the trailer, but he continued to have access to the trailer and clearly had keys to it. He said he shut the water off in November but apparently he moved out many months before, in

January or February of 2007 and there was no evidence as to what happened with regard to winterizing the trailer at that time. He had the trailer appraised November 27, 2007. Then he said he went two weeks later and that is when he said the water was dripping. It was around that time that the key was then handed over to Ms. Bridger. At that time as well, he put the chest under the range hood to keep it from getting wet but he said nothing about that in this affidavit.

[59] Mr. Bridger said he cancelled the insurance when it ran out and that he basically just did not renew the insurance, but he did not tell her that he had done so.

[60] Clearly the evidence is that the trailer could have been sold a year ago if he had responded to the letter written by Ms. Bridger's lawyer indicating an eagerness to sell the trailer but that they had to come to an agreement on the value.

[61] The evidence of Ms. Bridger was that in late December she went to the trailer and the water was squirting everywhere and they had to shut it off.

[62] When he went, everything was wet but it appears he did nothing at that time because the water had to be shut off when she went later in December and the water was everywhere so Mr. Bridger was either negligent or deliberate in his actions.

[63] With regard to the lump sum Canada Pension Benefit, in May 2006 just a few months before the parties separated, Mr. Bridger received a Canada Pension lump sum of \$32,770.20. He gave Ms. Bridger \$1,900.00. He put the rest in his own account. He then paid his CIBC Visa \$11,000.00 or \$12,000.00. He said he used the funds to pay matrimonial debts but he did not pay the Royal Bank Visa. He also says that he put \$1,300.00 in a jar for his daughter Gillian to pay her back money that the parties had used for other purposes.

[64] Just to back track a bit, the benefits he is receiving are as a result of his having sustained a back injury in 2003 and he went on disability in 2005. His evidence throughout was that there were significant financial difficulties during the course of the marriage and that he believed that his wife had a serious gambling problem. As a result of that, they had sought counselling and then they set up a plan to each have "mad money", which amounted to \$200.00 a month. He said he

paid himself back \$9,000.00 of “his mad money” and that the \$1,950.00 that he gave to Ms. Bridger was a reimbursement of “her mad money”.

[65] He says he put \$1,300.00 out of that money in a jar for Gillian. This does not make sense if he was so concerned about his wife’s gambling problems, that he would put \$1,300.00 cash in a jar. That defies logic as well.

[66] He reimbursed himself \$9,000.00 of his own “mad money”. If one takes into consideration all of that, except the \$1,300.00 for Gillian, that would account for \$23,000.00. It still leaves \$10,000.00 unaccounted for.

[67] Ms. Bridger was of the understanding that at separation Mr. Bridger still had \$12,000.00 in his account. Whatever balance was available at the time of separation would be considered to be a savings account and should be divided equally.

[68] The court has difficulty in accepting that Mr. Bridger reimbursed himself \$9,000.00. That represents fully 45 months of “mad money”, almost four years of money that he says he used exclusively for matrimonial purposes and not for his own personal use. It is difficult to conclude that he gave up personal use of all of that money for that long which would take him back to 2002. I am not sure when the parties sought counselling for their financial and marital difficulties and when they instituted the arrangement but certainly \$9,000.00 would represent 45 months of “mad money”.

[69] Taking into consideration that some of it may he well have been entitled to have paid back to him, I will give him credit for \$4,500.00. It is my view that at separation there would have been savings of \$14,500.00 in his possession that would be subject to an equal division.

[70] With regard to personal items, in Mr. Bridger’s affidavit and in his evidence, he said he packed up her belongings and those of the children. He said he removed all the rifles and shot guns and that as of August 26 in his affidavit, he said they were all put back in the trailer.

[71] In his oral evidence, he testified that he destroyed Ms. Bridger’s father’s rifle without notice to her giving her the opportunity to have that rifle. He said that it was destroyed in July. However, in his August affidavit, he indicated that the

rifles were taken out and then subsequently returned to the trailer. Again, his credibility is questionable in that regard because he indicated in his oral evidence that he in fact destroyed the rifle of which Ms. Bridger was not aware.

[72] With regard to the vehicles, he sold two cars for \$400.00 each. Ms. Bridger had offered him \$500.00 for one of the vehicles and he refused that offer. She indicated that she would have paid \$500.00 for a vehicle.

[73] The evidence is as well that he had earlier turned down an offer of \$3,500.00 for the vehicles, an offer made by the person from whom he had purchased them in the first place. In any rate, he sold these vehicles without notice to her. It appears as well from the evidence that he gave her only the moveable belongings that he felt that she was entitled to.

[74] Mr. Bridger sold his snowmobile, the ski doo, to his girlfriend for \$100.00 and it was valued at \$800.00.

[75] The lawn tractor/snowmobile Mr. Bridger said was worth \$500.00. Ms. Bridger said it was \$3,000.00. I am prepared to attribute a value of \$1,500.00 to it. I should indicate to the parties that without independent, expert appraisals, these are arbitrary values attributed to these items.

[76] There were two 4-wheelers and it was his evidence they were borrowed and subsequently returned to the person from whom they were borrowed. Ms. Bridger said they paid \$500.00 each for these 4-wheelers. It is impossible for the court to value them so I will attribute \$500.00 in total to the value of the two 4-wheelers.

[77] There was really no evidence with respect to photos and videos but the request of Ms. Bridger was to have the opportunity to copy the photos and videos and have them then returned to Mr. Bridger. I will direct that he make those available to her for that purpose within 30 days of today's date.

[78] The pension has already been dealt with. I have determined the date of cohabitation to be April 1993 to separation date of 2006 for the purpose of dividing the pension.

[79] With respect to RRSP's, Ms. Bridger's RRSP's at separation was valued at \$7,683.53. This was apparently funded from the damages settlement that she

received as a result of a personal injury insurance settlement. Most of her damage settlement was used for matrimonial purposes and therefore is absorbed by the matrimonial property but I determine that the balance that was left, \$7,683.53 is not matrimonial property. She also claimed that she had to use some of that money to make up for the mortgage payment and the lot rental when she found out that they were in arrears.

[80] Mr. Bridger's RRSP is valued at \$15,107.22 less discounted at 30 percent which would result in a value of \$10,575.00 which is matrimonial property.

[81] The debts, the RBC Visa which was \$6,905.55 at separation and the CIBC Visa which was \$8,856.87 at separation, I determine to be matrimonial debts. On that point, I conclude that it is impossible to dissect these items, to differentiate between matrimonial and personal unless it can be shown that there was a major purchase without the knowledge and consent of a party, the purchase being for the exclusive use of the party incurring the debt, and it was difficult for the court to do that so I will attribute those balances as being matrimonial debt.

[82] The respondent argues that the matrimonial assets should be evenly divided except to the extent that on any maintenance arrears an unequal division be affected to compensate for these arrears.

[83] The petitioner argues that the assets should be unequally divided and the onus is on her to show that it would be unfair or unconscionable to equally divide the matrimonial assets under s. 13.

[84] When I consider all of the evidence in this matter, it is my view that the conduct of the respondent was such that it would be unfair or unconscionable for the petitioner to have to absorb the cost of the detriment to the matrimonial assets as a result of the wasting of those assets by the respondent. His actions, in my view, resulted in the deterioration and the destruction of those assets. Under s. 13 (a) that is a factor to be considered in determining whether or not an equal division would be unfair or unconscionable.

[85] This is a situation as well where the petitioner, as I have indicated, had to resort to assistance to support herself and the children without the benefit of any of the matrimonial assets over which the respondent exercised complete control from July of 2006 essentially until the fall of 2007, and in regard to the trailer until

December of 2007. Further, he disposed of a number of the other assets without the knowledge and consent of the petitioner. She should not bear the costs of the loss and destruction of the trailer and the deterioration of the rental property.

[86] Therefore, I am distributing the property as follows:

- With regard to the vacant land which I have valued at \$26,500.00, I am attributing that asset to the petitioner, Ms. Bridger.
- The mobile home on which I placed a value of \$20,000.00 will be attributed to Craig Bridger;
- the rental property which is currently valued at \$70,000.00 I have attributed to Keitha Bridger;
- the CPP lump sum balance of \$14,500.00 is attributed to Craig Bridger;
- the GMC truck of \$300.00 is attributed to Craig Bridger;
- the two vehicles to which I am assigning a value of \$1,000.00 will be attributed to Craig Bridger;
- the ski doo, the value of \$800.00, attributed to Craig Bridger;
- the lawn tractor with a value of \$1,500.00 attributed to Craig Bridger;
- the Ford Mercury with a value of \$2,000.00 is attributed to Keitha Bridger;
- the two 4-wheelers with a value of \$500.00 attributed to Craig Bridger;
- the motor cycle about which I did not hear any evidence is valued at \$1,000.00 and I will attribute it to Craig Bridger;
- a value of \$1,500.00 is assigned to what was left of the household and will be items attributed to Craig Bridger;
- the RRSP of \$10,575.00 is attributed to Craig Bridger;

- the unpaid rent, which I consider to be an asset in that it is akin to an account receivable or receivable from the tenants of \$7,200.00. It may well be that it is non-recoverable at this point because of his evidence given at the Residential Tenancy Board hearing, but that was done without the knowledge or consent of the petitioner and I consider that to be a matrimonial asset of \$7,200.00. That is attributed to Craig Bridger.

[87] That results in total matrimonial assets of \$157,375.00 and my math may need to be corrected in this.

[88] The division of those assets as they currently stand results in \$98,500.00 in the hands of Ms. Bridger and \$58,875.00 of assets in the hands of Mr. Bridger.

- the matrimonial Visa debt, being the RBC Visa, and the CIBC Visa will be attributed to Mr. Bridger.

- the RBC Line of Credit of \$14,844.00 is attributed to Ms. Bridger. The RBC loan of \$15,278.00 is attributed to Mr. Bridger.

- the mortgage of \$30,766.00 will be attributed to Ms. Bridger as well as the disposition costs and legal fees which I estimate to be in the vicinity of \$6,246.00.

[89] That then leaves a debt, a total matrimonial debt of \$81,896.42 of which \$51,856.00 is attributed to Keitha Bridger and \$30,040.42 is attributed to Mr. Bridger leaving a total net worth of \$74,478.58 of which \$46,644.00 is attributed to Ms. Bridger and \$27,834.58 will be attributed to Mr. Bridger. That leaves a difference between the two of \$18,809.42.

[90] In order to equalize the matrimonial property situation it would require Ms. Bridger to pay an equalization payment to Mr. Bridger of \$9,404.92.

[91] I have already indicated however that I am satisfied that the evidence supports a finding of unreasonable impoverishment of the assets on the part of Mr. Bridger and as well there are grounds under other provisions of s. 13 of the *Matrimonial Property Act* to justify an unequal division of the assets including the needs of the children who have not attained the age of majority, the contribution made by each spouse to the marriage and to the welfare of the family including

contribution as homemaker or parent. I am not ordering the equalization payment of \$9,404.92 to be paid as I am satisfied that an unequal division of the assets is warranted.

[92] The deterioration of the rental property will require work and money to bring it to a reasonable standard for sale or ongoing use.

[93] The petitioner also had to expend funds to prevent foreclosure and she also functioned during that period of time without any spousal or child support except for \$2,000.00.

SPOUSAL SUPPORT:

[94] With regard to spousal support, this was a marriage relationship of 13 years in total. It is considered to be a medium length relationship but the parties have two young children. It was agreed that the petitioner would stay home after the first child was born. The separation occurred when Cameron was only three months of age. Ms. Bridger has been out of the work force and has two very young children to care for. She is young and is reasonably healthy but she needs further education and training to obtain meaningful employment. She has suffered considerable economic hardship from the marriage and its breakdown. The assets of this marriage were significantly depleted. She fulfilled the homemaker role. Her injury settlement of \$47,000.00 was used to keep the family going. This would have been her personal property had it not been used for matrimonial purposes. She clearly has a need for support and Mr. Bridger has an ability to pay support.

[95] While he has assumed almost one hundred percent responsibility for his common-law partner and her children, we have little evidence as to what his partner's circumstances are in terms of what financial support she is receiving or what her circumstances are.

[96] This is not a case for time-limited support. While there is an obligation to work towards self-sufficiency, there is the consideration of child care responsibilities and how that impacts on the speed to which Ms. Bridger will be expected and able to train and secure employment. Therefore, I am not putting a time limit on the spousal support but that does not mean that it is permanent.

There is an obligation on her to work towards self sufficiency and to keep the other side informed in that regard.

[97] She has received no spousal support and little support since the parties separation in July of 2006. She has relied on public assistance and family support. She did withdraw \$2,600.00 initially to help with some expenses, expenses which were incurred because of her inability to obtain clothing and belongings from the matrimonial home.

[98] Under all the circumstances, taking into account the provisions of s. 15 of the *Divorce Act*, taking into account the obligations of child support, I am ordering spousal support of \$900.00 a month. I am declining to make it retroactive as was urged by the petitioner because he was paying at least towards the matrimonial debt up until September. I have also made an unequal division of the assets to compensate for that so the payment of \$900.00 a month will be effective January 1, 2008.

[99] With regard to the property, Mr. Bridger will forthwith transfer his interest in the vacant land and the rental property at Shore Road to the petitioner and she will have the right to sell or retain the properties as she sees fit unless the parties agree to an immediate sale of the matrimonial property without the necessity of executing a quit claim deed.

[100] Ms. Bridger will be responsible for the mortgage attached to the rental property and the debt attached to the vacant land and she will forthwith transfer any interest in the trailer to him and he will be responsible for the debt secured by the trailer.

[101] By my calculations, the retroactive child support based on the \$810.00 which is based on Mr. Bridger's determination of income is \$12,410.00. I have already indicated that Canadian Armed Forces Pension will be divided and the time frames for cohabitation.

[102] It is significant to note that once this pension is divided that will have an impact on both the child and spousal support and it will have to be re-adjusted.

[103] To conclude, the division of property in this manner is as a result of the actions of the respondent. He placed the petitioner in an extremely difficult

situation by cutting off her access to bank accounts and credit cards, not enabling access to a registered and insured vehicle or medical coverage for herself and the children and difficulties in obtaining access to the trailer. The deterioration of the rental property and the unilateral selling and destruction of items that belonged to both of the parties without the knowledge and consent of the petitioner all lead me to conclude that it would be unfair to require the petitioner to absorb the loss she experienced as a result of this conduct.

[104] As I have indicated, this decision will be committed to writing. In the meantime, I would be prepared to do the chart and have that distributed so the order can be prepared and I would ask you, Ms. Johnston, to prepare that order and we will have the chart typed up so that can be dealt with.

J.