

IN THE SUPREME COURT OF NOVA SCOTIA

Citation: Goodwin v. Goodwin, 2009 NSSC 109

Date: 20090408

Docket: 1201-61780

Registry: Halifax

Between:

Dwayne Ross Edward Goodwin

Petitioner

and

Patricia Darlene Goodwin

Respondent

Revised

Decision:

The text of the original decision has been corrected according to the appended erratum dated April 22, 2009

Judge:

Justice Lawrence I. O'Neil

Heard:

January 26, 2009, in Halifax, Nova Scotia

Counsel:

Graydon D. Lally, counsel for the Petitioner
Peter Katsihtis, counsel for the Respondent

Erratum:

Page 2, paragraph 2, last line, where it reads "marriage withing the meaning", it should read "marriage within the meaning"

By the Court:

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Introduction

[1] This is a decision following a Divorce hearing.

[2] The parties married on September 13, 1987 and separated October 16, 2006. They have two children, a son now 19 years and a daughter 17 years of age. The son lives with his father and the daughter lives with her mother in the former matrimonial home. The parties agree that both children are currently children of the marriage within the meaning of the *Divorce Act*, R.S.C. 1985, c. 3 (2nd Supp.).

Divorce/Name Change

[3] The parties have lived separate and apart for more than one year. They have lived in Nova Scotia for more than the past twenty years. There were no bars to granting a divorce. The Divorce was therefore granted on January 26, 2009. This decision deals with corollary matters.

[4] The wife's application to return to her birth surname, Burrell, is granted.

Child Support

[5] The parties agree that they will pay child support based on the child support guidelines. This is a split custody situation. The parents will have joint custody of their two children. The children will decide with which parent they wish to reside. Given that one child currently resides with each parent, each parent shall pay child support to the other. The income used to determine this amount will be the line 150 income shown on the previous year's Income Tax Return or on the Notice of Assessment.

Section 7 Expenses

[6] The parties initially appeared to disagree on whether the mother, should be required to contribute to certain expenses associated with their son's bag pipe lessons and competition, including the cost of instruments and wardrobe. However, further inquiry confirmed that the mother's objection was more precisely stated as an objection to not being informed of these expenses. Similarly, the father's objection to contributing to certain dental expenses for the parties' daughter and certain expenses related to her participation in Scottish dancing was related to the issue of communication and an expectation for receipts to be provided.

[7] In summation, the court was advised that the parties would endeavour to communicate about pending expenses and would contribute to these expenses on a proportionate basis. That is in proportion to their relative incomes.

[8] The dance related expenses for the daughter are anticipated to be a total of \$200 per month. The father's outstanding share of the dental expenses is agreed to be one third of the non reimbursable amount. It appears this is in the range of \$800. Mr. Goodwin may pay this to Ms. Goodwin over twelve months.

[9] Ms. Goodwin has agreed to proportionately share expenses related to their son's participation/training as a bag piper.

[10] Given that the parties are agreeing to share these expenses, I find no need to examine whether they are all, strictly speaking, s.7 expenses within the meaning of the *Child Support Advisory Guidelines*, P.C. 2007-381. I do offer that given Mr. Goodwin's modest income and the son's age and the daughter's age, I would be inclined to diminish the historical financial contributions these parents have been making to these children for these activities.

Outstanding Issues

[11] The court was asked to decide:

1. Whether the Petitioner (husband) owes the Respondent (wife) several thousand dollars as reimbursement for post separation payments made by her on matrimonial debt, specifically \$2,212.42 on the Scotia line of credit and

for debt she alleges was incurred solely by the husband post separation, but for which she is liable, which totals an additional \$2,000.

2. Whether either party should be ordered to sell his/her interest in the matrimonial home to the other or alternatively, whether the court should order the house to be sold now or at some future date, following a further period of exclusive occupation.
3. Related to the second issue, is an application for unequal division of the matrimonial home.
4. Whether the Petitioner (husband) should receive compensation for the period of time the Respondent (wife) exclusively occupied the matrimonial home.

Matrimonial Property Division

[12] The parties have agreed on the division of their respective assets and debts with two exceptions.

[13] In the case of the assets, they both want an order requiring the other to transfer his/her interest in the matrimonial home to her/him and to accept an obligation to pay for the other's interest.

[14] In the case of the matrimonial debt, the Respondent says she is owed approximately \$4,200 by the Petitioner for post separation payments she has solely made and because the Petitioner incurred post separation personal debt that is shown on the matrimonial debt accounts.

(A) The Scotia Line of Credit and (B) Payments to the Petitioner

[15] The parties agree that the balance on the Scotia Line of Credit following the payment on January 20, 2009 is \$20,713.81. The parties have been paying \$200 per month on this account as required by the interim consent "variation" order issued December 13, 2007. This is a variation of an order under the *Maintenance and Custody Act (MCA)* R.S.N.S. 1989 c.160, issued February 28, 2007. (A Petition for Divorce was filed following the *MCA* order).

[16] Mr. Goodwin states that all of the expenses challenged by Ms. Goodwin as not being matrimonial debt are in fact matrimonial debt and properly divisible on a 50/50 basis.

[17] In her affidavit filed January 16, 2009, the Respondent itemizes the disputed charges at paragraphs 35-39. The Petitioner offered a response at paragraph 21-24 of his reply affidavit filed January 22, 2009.

[18] I am satisfied after reviewing the parties' affidavits and benefiting from cross examination and the input of counsel, that the so called payments to Mr. Goodwin from Ms. Goodwin and contested items on the line of credit, were matrimonial in nature, even in those cases where they were post separation. The parties' separation on October 16, 2006 did not result in an immediate disentanglement of their shared responsibilities. The parties were required to work together to maintain the status quo pending a court order. I am satisfied that the disputed transactions reflected the parties' shared obligations and were not personal to one party or the other. To illustrate this point, one need only consider that a disputed item, \$282.70 for home heating fuel, delivered in November 2006 to the matrimonial home was consumed in part by Ms. Goodwin after she moved back into the home following the December 12, 2006 court appearance.

[19] As stated, I am also satisfied any money paid to Mr. Goodwin by Ms. Goodwin flowed through him and was applied to family debt as explained at paragraphs 23-25 of Mr. Goodwin's affidavit filed January 22, 2009 and earlier in his affidavit filed December 18, 2008 at paragraphs 50-53.

Should Transfer or Exclusive Possession of the Matrimonial Home Be Ordered?

[20] The Petitioner seeks an order requiring the Respondent to sell her interest in the matrimonial home to him and in such a circumstance, is prepared to pay her on the basis of her having a 50% interest in the property. If, however, this is not ordered, he seeks an unequal division of the value of the home to reflect his mother's cash contribution to this asset. The Respondent seeks continued exclusive occupation as a further alternative. The authority to make such an order is contained in s.6, s.11 and s.15 of the *Matrimonial Property Act*, R.S.N.S., 1989 c.275. Those sections provide:

6 (1) A spouse is equally entitled to any right of possession of the other spouse in a matrimonial home.

11 (1) Notwithstanding the ownership of a matrimonial home and its contents, the court may by order, on the application of a spouse,

- (a) direct that one spouse be given exclusive possession of a matrimonial home, or part thereof, for life or for such lesser period as the court directs and release any other property that is a matrimonial home from the application of this Act;

.....

- (e) authorize the disposition or encumbrance of the interest of a spouse in a matrimonial home who has not been granted exclusive possession;

.....

(4) The court may only make an order for possession of the matrimonial home under subsection (1) or (3) where, in the opinion of the court,

- (a) other provision for shelter is not adequate in the circumstances; or
- (b) it is in the best interests of a child to make such an order.

.....

15 On an application for the division of matrimonial assets, the court may order

- (a) that the title to any specified property granted by the court to a spouse be transferred to or held in trust for that spouse for such period, or absolutely, as the court may decide;
 - (b) the partition or sale of any property;
-
- (f) that one spouse pay to the other spouse such amount as is set out in the order for the purpose of providing for the division of the property, and make such other orders and directions as are ancillary thereto.

[21] The court is not prepared to order that the home be transferred to Mr. Goodwin or to Ms. Goodwin.

[22] The court is not prepared to order that either party be given exclusive occupation of the matrimonial home. It has reached this conclusion for a number of reasons.

[23] When parties can't agree on one or the other purchasing the matrimonial home, the court frequently orders that it be sold. Absent compelling or persuasive reasons as to why one or the other should be ordered to transfer his interest to the other party, this is usually the case. A compelling reason should also exist to warrant exclusive possession of the home by one or the other.

[24] The circumstances when a court may award exclusive possession of the matrimonial home frequently revolve around the assessment of what is in the best interests of the child(ren). Such a focus is consistent with provisions of the *Matrimonial Property Act* that require a consideration of the best interests of children (See for example s.11(3) and (4); s.13(h); s.15(d) and s.26). (See also the following cases: *Sampson v. Sampson*, 1999 NSCA 136 (NSCA); *Gallant v. Gallant*, 2005 NSSC 151 and *Mason-Cranim v. Cranim*, 1008 NSSC 308).

[25] The court is mindful of the decision of our Court of Appeal in *MacLennan v. MacLennan*, 2003 NSCA 9 at para. 13, where Justice Cromwell, J.A., as he then was, wrote:

13. . . . if postponement of division is to be achieved after trial as opposed to the ordering of exclusive possession on an interim basis, it will generally be wrong, absent unusual circumstances, to maintain joint ownership.

Further, at para 16, the court stated:

16. . . . generally, court ordered postponement of realization of a one-half interest in a matrimonial asset (as opposed to delay in realization caused, for example, by market forces) creates an unequal division of that asset

[26] Other factors have been considered when exclusive possession/transfer was granted. In the case of *Mailman v. Mailman*, 1991 CarswellNS182 the fact that the husband conducted his fishing business from the property was a factor considered by the court. In the case of *Kapoor v. Kapoor*, 1999 CarswellNS 221 one party had a dental practice in the community and therefore, had the property transferred to her. In the case of *Thackerey v. Thackerey*, 2008 NSSC 223, the husband was on a restricted income and living outside the country. The home was therefore transferred to his wife.

[27] *Prima facie* each party has a right to occupy the home. Each party also has a right to have the matrimonial property upon or before the dissolution of the marriage.

The achievement of finality in matters between spouses is a desirable objective. There are, of course, competing objectives that may make that impossible, such as child support or spousal support obligations.

[28] As stated, I am not persuaded that exclusive possession of the home should be awarded to either party.

[29] Ms. Goodwin argues that her daughter wishes to remain in the home. However, the daughter will be completing high school in June of 2009. Her remaining in the home is not much more of a factor in Ms. Goodwin's favour than Mr. Goodwin's desire to have his son return to the home with him. Ms. Goodwin wants to remain in the home, across the street from her mother. That is not a basis for ordering the home transferred to her given the entire facts.

[30] Mr. Goodwin would like to return to the home with his mother. He is clearly in need of space, given that he, his son and mother are living in a two bedroom apartment.

[31] Were I inclined to order one party to transfer his/her interest to the other, I would direct the Respondent to do so. I am most influenced by a desire to restore Ms. Goodwin, Sr. to the apartment she built. Were I persuaded that this consideration should prevail, I would order the home transferred to Mr. Goodwin.

[32] However, I am not persuaded on the entirety of the evidence, that I should so order. It appears that Ms. Goodwin Sr.'s health is fragile and her stay in the apartment would not be long term. Regrettably, the loss of the apartment to her can not be fully compensated. The dislocation of this elderly person has occurred. The clock can not be turned back. The home must be sold.

[33] The court must ask whether she can be compensated for the loss of benefits the parties agreed to jointly provide to her, specifically by ordering an unequal division of the matrimonial home in favour of her son.

Unequal Division

[34] In support of his application for an unequal division, the Petitioner relies upon s.13(e) and (j) of the *Matrimonial Property Act*, R.S.N.S., 1989 c.275. It provides as follows:

13. Upon an application pursuant to Section 12, the court may make a division of matrimonial assets that is not equal or may make a division of property that is not a matrimonial asset, where the court is satisfied that the division of matrimonial assets in equal shares would be unfair or unconscionable taking into account the following factors:

(e) the date and manner of acquisition of the assets;

(j) whether the value of the assets substantially appreciated during the marriage;

[35] Many of the cases where an unequal division is ordered arise when family members give money for the acquisition of or improvement of a matrimonial home for a child and his/her spouse. The circumstances are different here.

[36] Ms. Goodwin, Sr. provided \$40,000 to the parties for the purpose of constructing an add on apartment to the parties' home. The agreed upon plan had her living in the apartment with her mother. The apartment was completed and a partial second story, was added to the main home. The renovations of the main home were not for the benefit of Ms. Goodwin, Sr. Her son, the Petitioner, managed the construction and with family members, did a significant amount of work to complete the renovations and additions. Ms. Goodwin separately funded a \$5,000 improvement to the kitchen in her apartment, by installing the kitchen cabinets she wanted.

[37] Ms. Goodwin, the Respondent, left the discussions about the project with Ms. Goodwin, Sr. to her husband, the Petitioner. It is clear that the agreement with Ms. Goodwin, Sr. was premised on Ms. Goodwin, Sr. remaining in the apartment until unable to do so and also on the parties remaining together. Clearly, the availability of her son and daughter in law to assist her to live there, was a factor in her decision to pay for the household improvements. Their presence was expected to extend the potential period of her occupancy.

[38] Ms. Goodwin, Sr. and her mother (the Petitioner's grandmother) moved into the apartment in 1992 and remained until August 2007. No documents were created to reflect the agreement among the parties. The home remained unencumbered as a result of the improvements paid for by the Petitioner's mother.

[39] The Petitioner's grandmother died during this period. Finally, in August 2007, it was determined that Ms. Goodwin, Sr. could not live without her son's assistance. (By this time, the parties had separated and the Petitioner was living in an apartment).

[40] One must observe that the expenditure of \$45,000 by Ms. Goodwin, Sr. was not an outright gift. The parties accepted a responsibility to Ms. Goodwin Sr. and for fifteen years, fulfilled it. However, part of the benefit promised to Ms. Goodwin, Sr. will not be received by her. She will not live in the apartment again.

[41] Should all or a proportion of Ms. Goodwin Sr.'s contribution to the household improvements, including the addition of the apartment, be treated as analogous to a loan, the repayment of which should be reflected in an unequal division in favour of her son? Is the loss of the apartment and her money simply a lost benefit for her? Would an unequal division compensate Mr. Goodwin, the Applicant, for now solely assuming a responsibility to care for Ms. Goodwin, Sr., a responsibility he and Ms. Goodwin had agreed to share and for which they accepted payment.

[42] Is there authority to order an unequal division in circumstances of this nature? Should the funds provided by Ms. Goodwin Sr. be viewed as a loan, forgivable or diminishing in value as Ms. Goodwin, Sr. aged? Since Ms. Goodwin, Sr. is not a party to these proceedings, can she nevertheless be compensated for the loss of the apartment?

[43] Ms. Goodwin Sr. is eighty-four years of age. She has mobility problems and requires day to day assistance, currently provided by her son.

[44] An unequal division of matrimonial property can not in law be simply based on a desire to achieve what a decision maker views as a 'fair' division of matrimonial assets. Section 13 *supra*, at paragraph 34, requires that a court be satisfied that equal division would be unfair or unconscionable taking into account thirteen enumerated factors. As stated, the Petitioner asks that an order for unequal division be based on:

- (1) the date and manner of the acquisition of the asset; and
- (2) whether the asset substantially appreciated during the marriage.

[45] In *Ferla v. Ferla*, 2007 NSSC 30, Associate Chief Justice Ferguson was presented with an application for unequal division by the husband. The basis of the

application was a responsibility of the parties to return funds to the husband's mother. The court ordered an unequal division of the equity in the matrimonial home in favour of the husband.

[46] *Ferla* was a case that centered on whether funds advanced by a parent to her son and his wife were a matrimonial debt, a gift or compensation for services the spouses provided to the parent. Associate Chief Justice Ferguson reviews Justice Goodfellow's decision in *Rossiter-Forrest v. Forrest*, 129 N.S.R. (2d) 130; Justice Davison's decision in *Kline v. Kline* [1998] N.S.J. No. 340 and Justice Dellapinna's decision in *Dauphinee v. Dauphinee*, 2001 (September 18, 2001, Halifax 1201-54871).

[47] At paragraph 35, Associate Chief Justice Ferguson summarizes two of these decisions as giving rise to a conclusion that although funds advanced were not an enforceable debt, the situation required an unequal division of matrimonial property. In *Dauphinee supra*, the money advanced was found to be a loan but the court offered that had it been found to be a gift, an equal division would have been viewed as unfair and unconscionable.

[48] The burden of proof is on the Petitioner herein to establish unfairness or unconscionability, should an equal division be ordered. For a discussion, see *Marshall v. Marshall*, 2008 NSSC 11 at para. 44.

[49] I am satisfied that it would be unfair and unconscionable to order equal division of the matrimonial home. An order in favour of the Petitioner will issue reflecting the unfulfilled obligation of the parties to provide housing and over sight/light care of the Petitioner's mother. Given that the Petitioner is now meeting these obligations alone, the property division must reflect this. I am satisfied that Mr. Goodwin will continue to meet these obligations until it is impossible for him to continue.

[50] The matrimonial home was valued significantly less when the parties acquired it in 1989. Ms. Goodwin Sr. invested \$45,000 in the property in 1992. It is now valued at a much higher value. The increase in the home's value is due in part to Ms. Goodwin Sr.'s investment.

Quantifying the Unequal Division

[51] To the extent that one can quantify the proportion of the benefit Ms. Goodwin was to receive, I conclude that on the scant evidence available, she received eighty percent of the housing and personal services the parties agreed to provide to her. At most, then Mr. Goodwin's argument could be for twenty percent of \$45,000 or \$9,000, representing the value of the parties' unfulfilled obligation to provide housing and personal care to Ms. Goodwin, Sr. I conclude that \$9,000 is the appropriate value of the unequal division herein.

Occupation Rent and s.11(1)(b) of the *Matrimonial Property Act*

[52] The Petitioner's counsel does not argue that his client is entitled to occupation rent. He accepts the conclusion of Justice Dellapinna in *Andrews v. Andrews*, 2006 CarswellNS 159 that the common law remedy of occupation rent should rarely be ordered when the subject property is the matrimonial home. Instead, he argues that s.11(1)(b) of the *Matrimonial Property Act* is authority for ordering the Respondent, by virtue of her exclusive possession of the matrimonial home, to make payments to the Petitioner to reflect her exclusive occupation of the home.

[53] Section 11(1)(a) and (b) and 11(5) of the *Matrimonial Property Act*, *supra*, provide as follows:

Powers of Court Respecting Matrimonial Home

11(1) Notwithstanding the ownership of a matrimonial home and its contents, the court may by order, on the application of a spouse,

(a) direct that one spouse be given exclusive possession of a matrimonial home, or part thereof, for life or for such lesser period as the court directs and release any other property that is a matrimonial home from the application of this Act;

(b) direct the spouse to whom exclusive possession is given under clause (a) to pay such periodic or other payments to the other spouse as is prescribed in the order;

.....

Variation of Order

(5) Where the court is satisfied that there has been a material change in the circumstances, it may discharge, vary or suspend an order made under clause (a), (b), (c) or (d) of subsection (1) or subsection (3), upon the application of a party to the original application.

[54] There has been a change in circumstances since the Respondent was given exclusive possession of the matrimonial home. At the time of the order, both children lived with their mother. The older child moved in with his father in April 2007 and Ms. Goodwin, Sr. left the apartment and moved in with her son in August 2007. In August 2007, the Petitioner rented the two bedroom apartment he currently occupies with his son and mother. He seeks a payment to him to reflect the contrasting housing circumstances of the parties since August 2007.

[55] There is little case law on the meaning and effect of s.11(1)(b) and the criteria to be used when deciding whether a payment should be so ordered.

[56] In *MacLennan supra* the court recognized the detriment suffered by a co-owner of the matrimonial home when division of the property is postponed. Such a situation is described as creating an unequal division. Analagous reasoning therefore supports a conclusion that a co-owner denied occupation of a property and who consequently must find alternate housing, has suffered a detriment and the occupying co-owner has enjoyed a benefit. In principle, therefore some compensation should be made to the non occupying owner.

[57] The process of quantifying the amount gives the court a wide discretion. The court should consider the purpose of the *Matrimonial Property Act supra*; the term of exclusive occupation; the costs incurred by each party during this period and related to the matrimonial home; the cost of alternate housing for the non occupying spouse; whether children benefited by remaining in the matrimonial home; the capacity of the occupying spouse to pay rent; the resources of the non occupying spouse and the genesis of the arrangement that resulted in one party occupying the home. These are only some of the factors that are relevant. The court retains a wide discretion to order that no rent is payable, in appropriate circumstances.

[58] As earlier referenced, Justice Dellapinna in *Andrews v. Andrews* [2006] N.S.J. No. 156 commented on this subsection of the *Matrimonial Property Act*. He views the concept of occupational rent as being subsumed by a s.11(1)(b) of the *Matrimonial Property Act*, except in rare circumstances.

[59] In *Andrews, supra*, no payment to the non occupying spouse was ordered for a number of reasons.

[60] The husband voluntarily left the matrimonial home. That is not the case here.

[61] The children remained in the home in *Andrews, supra*. As stated, here there has been a split custody situation since April 2007.

[62] Here we have some evidence to assist in determining the level of occupational rent.

[63] The subject property here was not subject to a mortgage. Therefore, it can't be said that a benefit accrued to the Petitioner because the Respondent was servicing that debt.

[64] The Petitioner, herein, had a significantly lower income than the Respondent throughout. He was required to devote a significant portion of his income to housing as a consequence of his relocation and obligations to both his son and to his mother.

[65] The Petitioner is not seeking any payment for the period that preceded August 2007, even though his son lived with him for this period.

[66] The Petitioner was required to accept housing from friends for a period of time. Although the financial cost may have been minimal, such an arrangement was undoubtedly inferior to having his own home. One can infer that such a circumstance resulted in a loss of privacy and comfort.

[67] At the time of Justice Campbell's order granting exclusive possession of the parties' home to the Respondent, she was primarily responsible for both children. It is appropriate that his order be varied given the change of circumstances, flowing from the split custody situation.

[68] In *MacLean v. MacLean*, 2005 NSSC 284, Justice Hall ordered an unequal division of the matrimonial home and occupational rent. The unequal division was in favour of the husband and the occupational rent was payable to the wife. In that case, the husband had contributed a large sum to the construction of the home. The funds came from pre marriage assets. He had also remained in exclusive occupation of the home for three and one half years.

[69] Justice Hall reviewed various authorities dealing with the issue of when an unequal division should be ordered.

[70] In *Carmichael v. Carmichael* [2005] N.S.J. 465, Forgeron, J. awarded occupational rent. She provides an excellent review of authorities and factors that should be considered before occupational rent is ordered. She quotes Quinn, J. from *Higgins v. Higgins* [2001] O.J. No. 3011 at paragraph 50.

[71] I am also persuaded that the words of Quinn, J. correctly characterize the purpose of s.11(1)(b) of the *Matrimonial Property Act*.

[72] When describing the concept of occupational rent in the matrimonial context, he states, ...”occupation rent is merely a tool used to achieve justice in the circumstance of each case.”

[73] I am prepared to order a payment to the Petitioner from the Respondent as provided for by s.11(1)(b) and s.11(5) of the *Matrimonial Property Act*.

Quantifying a s.11(1)(b) Payment

[74] In quantifying the amount of that payment, I have considered the costs associated with carrying the home, which costs have been borne solely by the Respondent. These include the payment of property taxes and insurance on the premises. The property is not mortgaged.

[75] I have also considered that the apartment has remained vacant and was not enjoyed by the Respondent.

[76] In addition, I have considered the fact of criminal proceedings and what impact they have had on the Petitioner’s absence from the property. The Petitioner was not found guilty of any criminal offences in relation to the Respondent. Charges were sworn but later dismissed. The Petitioner entered a peace bond. He explained that he could not afford a trial. I am not influenced one way or the other by the fact of charges, nor their dismissal. I am satisfied that the parties could not live in adjoining or even adjacent premises during their period of conflict. The fact they achieved some physical distance was a development in both their interests. Given that the Respondent had exclusive possession of the matrimonial home, he was the one required to move.

[77] The Petitioner’s rent was \$895 from August 2007 to July 31, 2008 and \$910 since then. He pays for his utilities separately but heat is included in his rent. The Respondent’s housing costs, including taxes and insurance, have been in the \$300 to \$400 range each month.

[78] The court has a wide discretion when establishing the payment to Ms. Goodwin under s.11(1)(b). I set that payment at \$250 per month, beginning August 2007 and continuing until the Respondent's exclusive possession of the matrimonial home ends.

Conclusion

[79] The court orders the parties to list the property for sale on or before April 30, 2009, unless they agree on the terms for one to purchase the other's interest before then.

[80] The court further orders that occupational rent shall be paid by the Respondent at the rate of \$250 per month, beginning August 2007 until she ceases to occupy the house or until the home is sold, whichever first occurs.

[81] The court further orders that Mr. Goodwin will receive nine thousand dollars (\$9,000) more of the equity in the home than Ms. Goodwin to reflect an unequal division of the matrimonial home.

J.