

**SUPREME COURT OF NOVA SCOTIA**  
**(FAMILY DIVISION)**

**Citation:** Nowe v. Nowe, 2013 NSSC 380

**Date:** 20131122

**Docket:** SFHMCA-081243

**Registry:** Halifax

**Between:**

Noreen Alanna Nowe

Applicant

v.

Steven Wade Nowe

Respondent

**Correction Notice:** The text of the original decision has been corrected with respect to paragraphs 27 and 69 and replaces the previously distributed decision.

**Judge:** The Honourable Justice R. James Williams

**Heard:** October 8, 2013, in Halifax, Nova Scotia

**Counsel:** Joyce Ruck De Peza, for the Applicant  
Steven Nowe, self-represented

**By the Court:**

[1] Noreen Alanna Nowe (b. January 3, 1955) and Steven Wade Nowe (b. February 15, 1965) were married August 7, 2004. They had lived in a “common-law” relationship since January 1997. They separated February 5, 2011. They have no children. Their relationship lasted approximately 14 years. This proceeding arises from Ms. Nowe’s application(s) for spousal maintenance pursuant to the Maintenance and Custody Act, and for a division of assets and debts pursuant to the Matrimonial Property Act.

**THE PARTIES**

[2] Mr. Nowe is a mechanic. He worked at the dockyards (Halterm) for a number of years. He appears to have earned \$76,000.00 in 2011 (including a bonus believed by Ms. Nowe to have been some \$6,000.00). He also earned money snowplowing.

[3] The parties separated February 5, 2011. Mr. Nowe did not leave the home until June 5, 2011. He contributed to the mortgage and other debt payment to June 28, 2011.

[4] In January of 2012, he told Ms. Nowe that he was selling the home and that she would have to leave. He placed the home for sale on Kijiji. She did not leave.

[5] He left Halterm when he resigned June 11, 2012, shortly after the commencement of this proceeding. Mr. Nowe’s resume (part of his employee records from the Miller Group - Exhibit 12) states that he worked at Halterm from “10/2000 to 06/2012”. He states he left it to “seek employment out west”. He states that he did not find employment out west and returned to Nova Scotia. He appears to have not provided contact information to Ms. Nowe during this period. He did not arrange to contribute to their debts.

[6] He came back to Nova Scotia and now lives with his girlfriend.

[7] He worked for the Miller Group from January 24, 2013 to September 3, 2013. His salary was \$55,000.00 per year. He was fired, according to the evidence of Emma Kelly, the Human Resources Manager of the Miller Group, for “late arrivals, no shows” at his work place.

[8] Ms. Nowe worked as a Registered Nurse until 2001. In 2005 she began to provide care for her mother. Her mother moved into their home around that time. Ms. Nowe’s mother suffers from dementia and a number of other medical conditions. She has “paid” Ms. Nowe \$600.00 per month for her care.

[9] Ms. Nowe is on a disability pension of \$860.00 per month. She earns another \$250.00 per month as the superintendent of 6031 Shirley Street, Halifax. She is unable to work full-time. She suffers from depression, obsessive compulsive disorder, panic disorder. She is an anxious person. She has had breast cancer. She recently started working 32 hours per month at Costco.

[10] Ms. Nowe commenced her applications May 31, 2012.

[11] Mr. Nowe resigned his work June 11, 2012.

## **THE COURT PROCEEDING**

[12] The first Court appearance was July 25, 2012. Mr. Nowe had been served with the Application and Directions to Disclose and File a Statement of Income, Statement of Expenses and Statement of Property. He did not attend Court on July 25, 2012. He did not file the disclosure. He filed nothing.

[13] An Interim Order was granted on July 25, 2012 providing:

- that Mr. Nowe pay \$1,300.00 monthly spousal maintenance commencing August 1, 2012; the \$1,300.00 included a \$100.00 per month contribution to medical expenses/plan of Ms. Nowe;
- that Ms. Nowe have exclusive occupation of the home pursuant to s. 7 of the Maintenance and Custody Act;
- that the orders could be reviewed upon application of either party;

- that the matter be adjourned to a conference on October 24, 2012.

[14] On October 24, 2012, Ms. Nowe and her counsel appeared. Mr. Nowe had again been served. He again did not appear. Counsel for Ms. Nowe indicated she had spoken to him and expected him to be present. The matter was adjourned to December 4, 2012 for a pre-trial conference and to January 16, 2013 for trial.

[15] On December 4, 2012, Ms. Nowe appeared with counsel. Mr. Nowe appeared with counsel. Mr. Nowe's counsel had "just" been retained. The parties agreed:

- effective December 1, spousal maintenance would be \$500.00 per month payable by Mr. Nowe;

- Ms. Nowe would have exclusive possession of the parties' home and contents;

- Mr. Nowe would not "dispose" of his pension from Halterm;

- the December and January spousal maintenance payments would be made directly to Ms. Nowe.

[16] Mr. Nowe's counsel requested, and was given, extra time to file his financial disclosure.

[17] On January 16, 2013, Ms. Nowe's counsel requested that the trial be removed from the docket. The matter was rescheduled - for a pre-trial on April 18, 2013 and for trial on September 30, 2013.

[18] On April 18, 2013, Ms. Nowe appeared with her counsel. Mr. Nowe's counsel appeared - he had no instructions. An order had not been taken out from the December appearance. Directions were given for it to be filed by Ms. Nowe's counsel. By agreement, the order provided that in February 2013 the payments were to start to be made on the last day of the month.

[19] On June 27, 2013 Mr. Nowe's counsel applied to be removed as his counsel. His motion was granted. Mr. Nowe did not appear. The Court directed that the

trial, set for all day on September 30, 2013, be scheduled to commence with a one hour appearance on August 2, 2013. Mr. Nowe was served with notice.

[20] On August 2, 2013 Ms. Nowe and her counsel appeared. Mr. Nowe appeared, self-represented. Mr. Nowe said he “couldn’t make” the previous court date. Five hundred dollars costs were ordered against him for his failure to file financial information/disclosure. The parties’ mortgage had lapsed earlier that week. He signed the renewal in the courtroom after Court was completed. Ms. Nowe had made efforts to have him do this prior to August 2<sup>nd</sup>. A pre-trial memorandum issued, again directing that Mr. Nowe file a Statement of Income by September 17, 2013. He did not.

[21] The trial was scheduled for September 30, 2013. Mr. Nowe did not appear. He called the Court Scheduling Office and said he was sick. The matter was adjourned to October 8, 2013 for trial. Mr. Nowe was served.

[22] The trial proceeded on October 8, 2013. Mr. Nowe was present. He did not have counsel. Evidence was heard from Ms. Nowe, Emma Kelly of the Miller Group, and Mr. Nowe. The parties were given to October 23, 2013 to file post-trial letters, briefs, positions. Mr. Nowe did not file anything.

## **THE PROPERTY AND DEBT**

### The Legislation

[23] The division of property is guided by the Matrimonial Property Act. It provides, in part:

S. 4(1)(a) In this Act, "matrimonial assets" means the matrimonial home or homes and all other real and personal property acquired by either or both spouses before or during their marriage, with the exception of

(a) gifts, inheritances, trusts or settlements received by one spouse from a person other than the other spouse except to the extent to which they are used for the benefit of both spouses or their children;

...

10 (1) The court may by order, on the application of a spouse or any other person having an interest in property,

(a) determine if all or part of the property is a matrimonial home;

(b) authorize the disposition or encumbrance of a matrimonial home where the spouse whose consent is necessary

(i) cannot be found or is not available,

(ii) is not capable of giving consent, or

(iii) is unreasonably withholding consent,

subject to such terms and conditions as the court considers appropriate;

(c) dispense with the giving of a notice to a spouse required by this Act;

(d) direct the setting aside of any disposition or encumbrance of an interest in a matrimonial home and the reinvesting of the interest or any part of the interest upon such terms and subject to such conditions as the court considers appropriate.

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;

...

(c) direct that the contents of a matrimonial home that are matrimonial assets, or any part thereof, remain in the home for the use of the person given possession;

...

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

...

12 (1) Where...

(c) the spouses have been living separate and apart and there is no reasonable prospect of the resumption of cohabitation; or

either spouse is entitled to apply to the court to have the matrimonial assets divided in equal shares, notwithstanding the ownership of these assets, and the court may order such a division.

...

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:

(a) the unreasonable impoverishment by either spouse of the matrimonial assets;

(b) the amount of the debts and liabilities of each spouse and the circumstances in which they were incurred;

...

(d) the length of time that the spouses have cohabited with each other during their marriage;

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

(f) the effect of the assumption by one spouse of any housekeeping, child care or other domestic responsibilities for the family on the ability of the other spouse to acquire, manage, maintain, operate or improve a business asset;

...

(i) the contribution made by each spouse to the marriage and to the welfare of the family, including any contribution made as a homemaker or parent;

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

...

(l) the value to either spouse of any pension or other benefit which, by reason of the termination of the marriage relationship, that party will lose the chance of acquiring;

14 (1) When application is made for division of matrimonial assets, each spouse shall file with the court and serve on each other a statement, verified by affidavit, disclosing particulars of all property of that spouse.

[24] There is no reasonable prospect of the parties resuming cohabitation.

## **THE PROPERTY**

### **(a) The Parties' Home:**

[25] The parties' home is mortgaged. On December 31, 2011 the mortgage was \$217,927.67. They separated in February 2011. On June 5, 2011 the balance was \$220,777.85. Mr. Nowe, the primary earner, had "walked away" shortly after that. The original principal amount of the mortgage was \$223,548.00. The monthly payments are approximately \$1,500.00 per month.

[26] The home was in Mr. Nowe's name. Post-separation, he paid nothing towards its maintenance. He defaulted on home insurance, causing Ms. Nowe significant stress. She could not insure the home as it was in his name. The mortgage lapsed in August 2013, and, as indicated, was re-signed August 2, 2013 in the courthouse. Considering these circumstances, I conclude the mortgage should be calculated, for the purposes of the property division, as the value I have that is closest to their separation date, \$220,775.85 (as of June 5, 2011).

[27] Mr. Nowe feels the home is worth \$280,000.00. He provided almost no context for this view. There is no formal appraisal from Mr. Nowe. A valuation put forward by Ms. Nowe places the value of the home at \$236,300.00 in January of 2013. The property tax assessment is \$246,000.00. It is, in my view, the best available valuation.

[28] I therefore calculate the equity in the matrimonial home as follows:



Value:	\$246,000.00	
Mortgage:	<u>- 220,775.85</u>	
		\$25,224.15
Minus notional real estate fees (5%)	-12,300.00	
Minus legal fees	-1,000.00	
Minus HST of 15%	<u>-1,995.00</u>	
		<u>-15,295.00</u>
Home equity for division purposes:		\$ 9,929.15

[29] Ms. Nowe seeks an order conveying the matrimonial home to her sole name.

[30] Mr. Nowe abandoned the home and responsibility for it. He has been less than responsible in dealing with this proceeding. It is appropriate, in my view, to order pursuant to s. 10(1)(b) and s. 11(1)(e) of the Matrimonial Property Act that his interest in the home be conveyed by Order of this Court to Ms. Nowe. I have no reason to believe or assume that an order that he convey his interest in the home to her would be followed through within an appropriate or reasonable time frame.

## **PENSION**

[31] The parties agree that Ms. Nowe is entitled to a division of Mr. Nowe's Halterm pension based on the period of the parties' cohabitation - January 1, 1997 to February 5, 2011.

[32] The evidence suggests its value as of June 30, 2011 was \$60,654.00. Ms. Nowe will be entitled to one-half of this. The parties were together for virtually all of the time he worked at Halterm. The evidence is unclear as to whether these monies are at the Bank of Montreal or Manulife Financial. There is a request by Ms. Nowe's counsel for an "Order of Disclosure by a Non-Party" directed to the Bank of Montreal in relation to the quantum of the RRSP account number 001...586 held in Mr. Nowe's name. This is believed to be the Halterm pension. An order will issue after appropriate notice of the application for same is given to the bank. An order to the appropriate institution(s) will issue directing the division of the pension (equally).

[33] Mr. Nowe did not file a Statement of Property. He was directed to do so a number of times. The uncertainty here is primarily as a result of Mr. Nowe's inadequate engagement in this proceeding.

[34] The Court will retain jurisdiction over the property division and maintenance issues until the information necessary to effect the pension division is available.

### **RRSP**

[35] The evidence indicates there are RRSP's held by Mr. Nowe as follows:

Industrial Alliance	\$5,208.70
Empire Life (#1)	\$2,215.86
Empire Life (#2)	<u>\$ 428.81</u>
	\$7,853.40

[36] Ms. Nowe's counsel suggests Mr. Nowe retain these. I have not discounted them to consider the income tax implications. Mr. Nowe did not file his income tax returns as directed. His commitment to employment seems episodic. I am not prepared to assume there will be tax implications to him should they be collapsed.

### **HOME CONTENTS**

[37] The parties agree that Ms. Nowe will retain the household contents and that their value is \$2,350.00.

### **REIMBURSEMENT OF MORTGAGE PAYMENTS**

[38] Ms. Nowe's counsel asks that:

"Ms. Nowe...be reimbursed by Mr. Nowe in the amount of \$8,000.00 in recognition of her previous contribution towards the mortgage and other related expenses for the period of July 11, 2011 to June 27, 2013 when she did not receive spousal maintenance".

[39] I conclude that this is a spousal maintenance (not division of assets/debt) issue and will address it as such.

**MATRIMONIAL DEBT**

[40] (1) The mortgage on the matrimonial home is the primary debt. Ms. Nowe seeks to assume this.

[41] (2) There is a Canadian Tire MasterCard ending in 8651 with a balance of \$5,007.79 as of May 20, 2012. Ms. Nowe states that she will assume this.

[42] (3) Ms. Nowe suggests that Mr. Nowe assume responsibility for the following debts:

a. RRSP Loan Account #01-211-85	\$10,000.00 (May 2008)
b. TD Visa ending in 7582	1,034.08 (Feb. 3, 2011)
c. RSP Loan #3317458 AGF Trust	2,500.00 (Nov. 30, 2009)
d. CIBC Visa ending in 0050	2,116.32 (Mar. 4, 2011)
e. Scotiabank Visa ending in 012	2,077.51 (Feb. 21, 2011)
f. CanadianTire MasterCard ending in 4574	2,010.38 (Jan. 9, 2011)
g. Sears Credit Card ending in 778-7	<u>513.98 (Feb. 22/11)</u>

TOTAL: \$20,252.27

Mr. Nowe will be responsible for these debts. He has agreed to this. In the event he fails in this and Ms. Nowe is called upon to pay any portion of these, it shall constitute grounds for variation of the spousal maintenance order. It would, to use the wording of the Divorce Act, be “a hardship arising from the breakdown of the marriage.” (I recognize that this proceeding is not a divorce proceeding.)

[43] (4) Mary Mosher Loan. Ms. Nowe asserts that her mother, Mary Mosher, lent the parties monies during their relationship. Ms. Mosher lived with the parties approximately since 2005. She undoubtedly gave them monies (over \$5,000.00). There is scant evidence of these monies being advanced as loans. Most of the money seems to have gone to home repair. I cannot conclude they are proven to be loans.

[44] (5) Tools. Mr. Nowe won (in a contest) tools during the marriage. Their value is \$1,071.18. He retained them. They are a matrimonial asset.

[45] (6) Scotiabank Overdraft. An overdraft of \$856.56 occurred as a result of Mr. Nowe's "walking away" from the financial issues. It is a matrimonial debt.

[46] (7) Car Payment. Post-separation Ms. Nowe made a car payment of \$267.40 that was Mr. Nowe's (as a result of a bank transfer) and it should be repaid to her. This will be dealt with through lump sum spousal maintenance.

[47] (8) Insufficient Fund Charges. These arose as a result of Ms. Nowe's irresponsibility. The amount is \$255.00. He should pay these. Again it will be dealt with through lump sum spousal maintenance.

[48] (9) Honda Civic. Mr. Nowe sold a Honda Civic which the parties had during the marriage. It was valued at \$500.00. It is (was) a matrimonial asset.

[49] (10) RRSP. Mr. Nowe cashed an RRSP of \$385.94. This was a matrimonial asset. I have not discounted this to account for income tax. Mr. Nowe did not file the relevant tax return with the Court.

[50] (11) Home Repairs. They are not proven to be beyond day to day expenses. Only \$39.54 was claimed by Ms. Nowe.

[51] A summary of the Matrimonial Debts and Assets and their allocation between the parties follows:

<b>Assets</b>		<b>Ms. Nowe</b>	<b>Mr. Nowe</b>
Matrimonial home:	\$246,000.00		
(Real estate fees)	- 12,300.00		
(Legal fees)	- 1,000.00		
(HST)	<u>- 1,995.00</u>		
	\$230,705.00	\$230,705.00	
RRSP:			
Industrial Alliance			\$5,208.70
Empire Life #1			2,215.86

Empire Life #2		<u>428.81</u> \$7,853.47
Home Contents	2,350.00	
Honda		500.00
Tools		1,071.18
Deregistered RRSP		385.94
<b>Total Assets:</b>	<b>\$233,055.00</b>	<b>\$9,810.59</b>
<b>Debts</b>	<b>Ms. Nowe</b>	<b>Mr. Nowe</b>
Mortgage - Matrimonial Home	\$220,775.85	
CanadianTire MasterCard ending ...8651	5,007.79	
RRSP Loan Account 01-211-85		\$10,000.00
TD Visa ending ..7582		1,034.08
RRSP Loan - AGF Trust (#3317458)		2,500.00
CIBC Visa ending ..0050		2,116.32
Scotiabank Visa ending ..012		2,077.51
CanadianTire MasterCard ending ...4574		2,010.38
Sears Credit Card ending ...778-7		513.98
Scotiabank overdraft	856.56	
<b>Total Debts:</b>	<b>\$226,640.20</b>	<b>\$20,252.27</b>
<b>Assets minus debts:</b>	\$233,055.00 <u>- 226,640.20</u> \$ 6,414.80	\$ 9,810.59 <u>- 20,252.27</u> - \$10,441.68
Equalization calculation:	\$ 6,414.80	- \$10,441.68

	<u>- 8,428.24</u>	<u>+ 8,428.24</u>
<b>Net Worth:</b>	- \$2,013.44	- \$2,013.44
Equalization payment <u>if</u> equal division: to Mr. Nowe		<b>\$ 8,428.24</b>

[52] To effect an equal division which is presumed by the legislation, Ms. Nowe should pay Mr. Nowe \$8,424.14. I am prepared to order an equal division. Mr. Nowe probably caused some impoverishment of the assets through his failure to act responsibly in providing maintenance or assistance to Ms. Nowe after he left the home. It would be difficult to quantify this with the evidence I have, and I have concluded it is more appropriately dealt with in my consideration of spousal maintenance and costs. The order will provide that the parties' assets and debts be divided as set out above.

[53] The order will provide that spousal maintenance may be varied if Ms. Nowe is called upon to pay any of the debt attributed to Mr. Nowe as a result of his failure to attend to them.

## **SPOUSAL MAINTENANCE**

### Legislation

[54] Spousal maintenance orders are guided by the provisions of the Maintenance and Custody Act, which provides, in part:

**3** (1) The court may, on application by either or both spouses or common-law partners, make an order requiring a spouse or common-law partner to secure or pay, or to secure and pay, such lump sum or periodic sums, or such lump sum and periodic sums, as the court thinks reasonable for the maintenance of the other spouse or common-law partner.

(2) Where an application is made pursuant to subsection (1), the court may, on application by either or both spouses or common-law partners, make an interim order requiring a spouse or common-law partner to secure or pay, or to secure and pay, such lump sum or periodic sums, or such lump sum and periodic sums, as the court thinks reasonable for the maintenance of the other spouse or common-law partner, pending the determination of the application under subsection (1).

(3) The court may make an order pursuant to subsection (1) or an interim order pursuant to subsection (2) for a definite or indefinite period or until a specified event occurs, and may impose terms, conditions or restrictions in connection with the order as the court thinks fit and just.

**4** In determining whether to order a person to pay maintenance to that person's spouse or common-law partner and the amount of any maintenance to be paid, the court shall consider

(a) the division of function in their relationship;

(b) the express or tacit agreement of the spouses or common-law partners that one will maintain the other;

...

(f) the physical or mental disability of either spouse or common-law partner;

(g) the inability of a spouse or common-law partner to obtain gainful employment;

...

(i) the reasonable needs of the spouse or common-law partner with a right to maintenance;

(j) the reasonable needs of the spouse or common-law partner obliged to pay maintenance;

(k) the separate property of each spouse or common-law partner;

(l) the ability to pay of the spouse or common-law partner who is obliged to pay maintenance having regard to that spouse's or common-law partner's obligation to pay child maintenance in accordance with the Guidelines;

(m) the ability of the spouse or common-law partner with the right to maintenance to contribute to his own maintenance.

**5** A maintained spouse or common-law partner has an obligation to assume responsibility for his own maintenance unless, considering the ages of the spouses or common-law partners, the duration of the relationship, the nature of the needs

of the maintained spouse or common-law partner and the origin of those needs, it would be unreasonable to require the maintained spouse or common-law partner to assume responsibility for his maintenance, and it would be reasonable to require the other spouse or common-law partner to continue to bear this responsibility.

[55] I have considered these factors.

[56] Mr. Nowe and Ms. Nowe were together some 14 years. She was and is economically dependent. She has been disadvantaged by the breakdown of the marriage. She has limited and uncertain ability to achieve or work towards economic self-sufficiency. She appears to be doing the best she can. She is making reasonable efforts to support herself.

[57] Mr. Nowe has not been responsible in dealing with her, their assets, their debts, their separation or this proceeding.

[58] I conclude that Ms. Nowe is entitled to spousal maintenance for an indefinite time period. She has need. Mr. Nowe has the ability to have the ability to pay maintenance. I conclude he is able, should he choose to, to earn \$50,000.00 per year in annual salary.

### **SPOUSAL MAINTENANCE ARREARS**

[59] There are substantial spousal maintenance arrears that arise from the Interim Orders. Those arrears include:

1. July 1, 2011 to July 31, 2012:

Mr. Nowe paid no maintenance for the period of July 1, 2011 until July 31, 2012 (the first Order directed that maintenance be payable commencing August 1, 2012).

Ms. Nowe has sought \$8,000.00 as a contribution to the expenses - principally the mortgage after July 1, 2011. This is effectively a claim for retroactive maintenance - a gross amount of \$8,000.00/13 months = \$615.00 per month. This is a modest amount considering Mr. Nowe's income at the time. A retroactive spousal maintenance



order for this period in this amount is appropriate. The result is arrears of \$8,000.00.

2. August 1 to November 1, 2012:

\$1,300.00 per month x 3 months = \$3,900.00 (arising from the July 25, 2012 Interim Order)

3. November 2012 to September 2013 (inclusive):

\$500.00 per month x 11 months = \$5,500.00

[60] These amounts have not been disputed. Mr. Nowe's financial disclosure has been incomplete. There are \$9,400.00 in maintenance arrears for the period August 1, 2012 to the end of September 2013.

[61] Total arrears are  $\$3,900.00 + 5,500.00 + 8,000.00 = \$17,400.00$ .

### **ON-GOING MAINTENANCE**

[62] Mr. Nowe has agreed to an amount of \$500.00. He may have meant that he would pay this when he got back to work. He has quit or effectively quit two well-paying jobs since this proceeding began. There is no reason not to impute his ability to pay this amount of maintenance. Mr. Nowe shall pay maintenance of \$500.00 per month, payable commencing the last day of October 2013 and the last day of each month thereafter until further order of the Court. The payments will be paid to Ms. Nowe through the Director of Maintenance Enforcement for the Province of Nova Scotia.

[63] The Order will require Mr. Nowe to notify Ms. Nowe in writing should he obtain employment, advising her of the date it is commenced, the pay, and benefits. The Order shall expressly provide that the quantum of maintenance may be varied retroactively to the date of his commencement of employment.

**LUMP SUM MAINTENANCE**

[64] Mr. Nowe will pay lump sum maintenance of:

- |     |                 |  |
|-----|-----------------|--|
| (A) | \$267.40        | for a car payment (of his) paid by Ms. Nowe  |
| (B) | <u>\$255.00</u> | Insufficient Funds charges occasioned as a result of his<br>“walking away” from the family debt. |
|     | \$522.40        |  |

**COSTS**

[65] Mr. Nowe owes Ms. Nowe \$500.00 from an Order of Costs made in August 2013. His repeated failure to responsibly engage in the court process, provide disclosure as directed, and follow the orders of the Court created needless delay and complication. He has not acted reasonably. I conclude Mr. Nowe should pay Ms. Nowe \$1,000.00 in costs arising from this proceeding (over and above the previous costs order). His inaction, no shows, failures to disclose and file information, and failure to follow court orders needlessly prolonged and complicated the proceeding. Ms. Nowe had legal aid representation. If she did not, the costs order would be much higher.

**RECONCILING MAINTENANCE, COSTS AND THE PROPERTY DIVISION**

[66] Ms. Nowe owes Mr. Nowe \$8,424.24 to equalize their property division.

[67] Mr. Nowe owes her:

- |    |  |                 |
|----|--|-----------------|
| a. | arrears of spousal maintenance                     | \$17,400.00     |
| b. | lump sum maintenance                               | 522.40          |
| c. | costs from August 2013 hearing<br>and this hearing | <u>1,500.00</u> |
|    | Total:   | \$19,422.40     |

[68] Ms. Nowe owes Mr. Nowe \$8,424.24 (the equalization payment for the property division).

[69] Mr. Nowe owes her, as a result of the decision \$19,422.40 in spousal maintenance and costs. The costs total \$1,500.00.

[70] Reducing Mr. Nowe's obligation to her by \$10,000.00 effectively pays him the equalization payment.

[71] A dollar for dollar reduction in his obligation would not give any consideration to the fact that the maintenance arrears may have had income tax implications if paid periodically. Mr. Nowe has not provided adequate financial information. The \$10,000.00 credit gives modest consideration to these potential income tax factors.

[72] That leaves Mr. Nowe owing Ms. Nowe \$9,422.40. It is payable forthwith, now.

[73] This \$9,422.40 is arrears of spousal maintenance. They and the periodic maintenance of \$500.00 per month (payable commencing October 31, 2013 and continuing the last day of each month thereafter until further order of the Court) shall be payable to Ms. Nowe through the Director of Maintenance Enforcement for the Province of Nova Scotia.

J. S. C. (F. D.)

Halifax, Nova Scotia