

**SUPREME COURT OF NOVA SCOTIA**

**Citation:** *Perrin v. Perrin*, 2020 NSSC 378

**Date:** 20201221

**Docket:** Pictou, No. 1205-003711

**Registry:** Pictou

**Between:**

Margaret Ann Perrin

*Petitioner*

v.

Sidney Alexander Perrin

*Respondent*

**COSTS DECISION**

**Judge:** The Honourable Justice Kevin Coady

**Heard:** October 28, 2020 in Pictou, Nova Scotia

**Written Decision:** December 21, 2020

**Counsel:** Roseanne Skoke, Counsel for the Petitioner  
Tracy Banner, Counsel for the Respondent

**By the Court:**

[1] Ms. Perrin filed for divorce on June 19, 2019. On October 28, 2020, at the request of counsel, I travelled to Pictou to conduct a Judicial Settlement Conference. No settlement was achieved. Ms. Perrin's counsel requested costs for the failed proceeding. I received Ms. Perrin's submissions on November 4, 2020. Mr. Perrin has not responded. On November 12, 2020, I awarded Ms. Perrin costs of \$1,250 payable forthwith. Mr. Perrin requested a formal decision and my reasons follow.

[2] I terminated the settlement conference when it became apparent that Mr. Perrin was not proceeding in good faith. I concluded that his position on issues was well settled in advance and he was not prepared to move from these positions, notwithstanding my significant urgings. It was also apparent that Mr. Perrin's disclosure obligations were not fulfilled and that he expected to participate in the settlement conference from behind a blind.

[3] The parties cohabited for 24 years in advance of their 2016 separation. They married in 2009. There are no children of the marriage. Since separation Mr. Perrin has been residing in the matrimonial home. Ms. Perrin has been employed as a Continuing Care Assistant, but has been on and off work since separation due to anxiety and depression. Mr. Perrin is employed as a truck driver and earns approximately \$40,000 per year. In her June 19, 2019 Statement of Income, Ms. Perrin shows no income and states: "Currently awaiting EI benefits, on stress leave, expecting to receive \$800 biweekly." At the time of the settlement conference, Ms. Perrin had found part-time employment in her field.

[4] Since separation, Ms. Perrin's housing situation has been very unsettled. Initially she moved into a mobile home on a family-owned property adjacent to the matrimonial home. I am satisfied that Mr. Perrin unceremoniously evicted her. Subsequently, she lived with her mother for a time. She has since found an apartment and lives on a modest income. Since separation, Ms. Perrin has received no financial support or had access to the matrimonial home. The only thing she took from the home property was a 2009 Toyota.

[5] Mr. Perrin presented as a man who feels that when a marriage ends, so to all matrimonial obligations. If Ms. Perrin had not retained counsel and initiated

divorce proceedings, he would consider the four-year *status quo* as the way the world should be.

[6] There were three issues in play at the settlement conference. One was the division of matrimonial property. The second was spousal support, both retroactive and prospective. The third issue was occupational rent. On the issue of spousal support Mr. Perrin submitted that “Ms. Perrin is not entitled to spousal support on a compensatory or non-compensatory basis.” He took the view that Ms. Perrin has the ability to support herself and that she is not making efforts to become self-sufficient. He further asserts that she has not experienced an economic disadvantage as a result of the marriage.

[7] Ms. Perrin took the position that Mr. Perrin should pay her occupational rent. She stated that he has held all of the matrimonial property for the past four years. Additionally, she claims that Mr. Perrin has rented the mobile on the property to his new partner and has not shared that income. Mr. Perrin refutes those suggestions; however, his disclosure is not fulsome enough to confirm his position. He was not amenable to paying occupational rent.

[8] On the issue of property division, Mr. Perrin proposes that each party keep the assets in their possession currently and that “a monetary lump sum payment be made to equalize the division of matrimonial debts and assets.” On the materials before me, it is not possible to trace either assets or debts. Further, Mr. Perrin never put a dollar figure on the table that was supportable on the evidence. The summary in Mr. Perrin’s settlement brief would see Ms. Perrin leaving the marriage without spousal support and with a paltry few dollars.

[9] Costs are designed to exact justice between the parties. Ms. Perrin attended the settlement conference in good faith; Mr. Perrin did not. Consequently, costs are warranted in the amount of \$1,250 payable forthwith.

Coady, J.