

**SUPREME COURT OF NOVA SCOTIA**

**Citation:** *Fashoranti v. Fashoranti*, 2024 NSSC 21

**Date:** 2024-01-19

**Docket:** *SFHD*, No. 1201-074650

**Registry:** Halifax

**Between:**

Idowu Fashoranti

*Petitioner*

v.

Oluwarotimi Fashoranti

*Respondent*

**Judge:** The Honourable Justice Theresa Forgeron

**Heard:** December 20 and 21, 2023; and January 19, 2023, in  
Halifax, Nova Scotia

**Oral Decision:** January 19, 2024

**Written Decision:** January 31, 2024

**Counsel:** Morgan Hicks for the Petitioner, Idowu Fashoranti  
Oluwarotimi Fashoranti, self-represented Respondent

**By the Court:**

**Introduction**

[1] Idowu and Oluwarotimi Fashoranti are separated spouses. Although both seek a divorce and a division of property, they disagree on four significant issues impacting the equalization of their assets and debts.

[2] First, the parties disagree about whether the sale proceeds from their former home should be included as a matrimonial asset. Mr. Fashoranti wants to include the sale proceeds while Ms. Fashoranti objects. She states that before separation, the parties conveyed their Pugwash home to their son who subsequently sold it and retained the sale proceeds. Ms. Fashoranti notes that she neither participated in the sale nor received any of the proceeds. Further, the son is not a party to the divorce litigation. From her perspective, the sale proceeds cannot be classified as a matrimonial asset.

[3] Second, the parties disagree about the value of several of the matrimonial assets, including the real property they own in Nigeria, as well as vehicles and furniture. Notably, Mr. Fashoranti ascribed a lesser value to the Nigerian property, the vehicles, and some of the household contents than did Ms. Fashoranti.

[4] Third, Mr. Fashoranti seeks to include all outstanding business debt as divisible matrimonial debt. Ms. Fashoranti disagrees noting that business debts, like business assets, should be excluded from division. Further, she states that Mr. Fashoranti did not prove that the business debt was incurred for family purposes.

[5] Fourth, the parties disagree about the appropriate disposition of the matrimonial home. The matrimonial home is held in the daughter's name, although the mortgage is held in the parties' names. Mr. Fashoranti wants to retain the seven-bedroom, four-bathroom matrimonial home even though he has no ability to pay any expenses associated with the home's maintenance. Nor does he have an ability to buy out Ms. Fashoranti's interest. Mr. Fashoranti has not been employed since November 2020.

[6] For her part, and with the daughter's consent, Ms. Fashoranti asks that the home be sold, and the proceeds equally divided after the matrimonial assets and debts are equalized. In addition, Ms. Fashoranti seeks occupation rent and reimbursement of the household expenses she paid after separation.

[7] The contested issues were presented during the divorce hearing.

### **Issues**

[8] I will now decide the following seven issues:

- Are the proceeds from the sale of the Pugwash home a matrimonial asset?
- What are the assets?
- What are the matrimonial debts?
- How should the Nigerian property be divided?
- Should the matrimonial home be subject to an exclusive possession order and sold?
- What adjustments should be made for occupation rent and post separation expenses paid by Ms. Fashoranti?
- What is the appropriate division of the parties' assets and debts?

### **Background Information**

#### *Marriage and Family Life*

[9] When Mr. and Ms. Fashoranti married in 1990, they were living in Nigeria. In 1993, the parties made Nova Scotia their home. They raised their three children in Nova Scotia. Their children are now adults.

[10] While living in Nova Scotia, Mr. Fashoranti, a doctor, practiced family medicine primarily in the Pugwash and Springhill area. His medical practice was operated through a professional corporation, Fashoranti Medical Incorporated (FMI). He also established a holding company, Fashoranti Holdings Limited (FHL).

[11] During this time, Ms. Fashoranti cared for the family and home, furthered her education, and, at times, assisted with administrative work for Mr. Fashoranti's medical practice. Since 2019, Ms. Fashoranti has been self-employed in the position of Director of Operations for the Black Business Initiative in Halifax.

[12] Before separation, the parties acquired various properties, including homes in Pugwash and Halifax, land in Nigeria, and a condo in Hatchett's Lake. The condo was sold before separation and the proceeds were used to pay off some of the children's educational expenses.

[13] In November 2020, Mr. Fashoranti's medical licence was suspended. Mr. Fashoranti has not looked for alternate employment. He remains unemployed.

[14] In January 2021, the parties transferred their Pugwash home to their son. Likewise, in March 2021, without their daughter's knowledge, Mr. Fashoranti transferred the Halifax home to her.<sup>1</sup> Mr. Fashoranti transferred the properties to protect them from potential judgement creditors as some female patients had accused Mr. Fashoranti of inappropriate conduct during medical examinations.

[15] In December 2022, the son sold the Pugwash home and retained the net sale proceeds, eventually providing Mr. Fashoranti with \$10,000.

*Separation and Divorce Proceedings*

[16] In June 2021, the parties separated, although they continued to live in the matrimonial home until May 2023 when Ms. Fashoranti and the son left because of safety concerns. Since May 2023, Ms. Fashoranti has lived in a two-bedroom apartment, while Mr. Fashoranti lives alone, in the seven-bedroom, four-bathroom matrimonial home. Mr. Fashoranti has not contributed to the mortgage, insurance, or property taxes since separation. Ms. Fashoranti shouldered these payments. In addition, until June 2023, Ms. Fashoranti also paid for the home's utilities and security system without contribution from Mr. Fashoranti.

[17] On January 6, 2023, Ms. Fashoranti filed for divorce and arranged personal service on Mr. Fashoranti. Initially, Mr. Fashoranti did not dispute the divorce or the division of the parties' property. He filed no Answer. Therefore, on March 24, 2023, Ms. Fashoranti filed a motion for an uncontested divorce and provided Mr. Fashoranti with a copy of the documents. Mr. Fashoranti did not respond until June 1, 2023, when he filed a motion to set aside Ms. Fashoranti's motion for an uncontested divorce. On July 18, 2023, Mr. Fashoranti also filed an Answer.

[18] On October 16, 2023, I heard Mr. Fashoranti's motion; on November 17, 2023, I rendered an oral decision. Although I granted Mr. Fashoranti's motion, I rejected Mr. Fashoranti's request to adjourn until he retained a lawyer because Mr. Fashoranti had many months to secure counsel and had not done so. Further, given

the parties' precarious financial position, the matter had to be determined as quickly as possible. The divorce trial was scheduled for December 14, 2023, and January 19, 2024. Costs of \$1,000 were assessed against Mr. Fashoranti.

*Adjournment Requests*

[19] On December 13, 2023, Mr. Fashoranti advised that he would not be appearing on December 14<sup>th</sup> because he had a handwritten medical note indicating that he was "to be off work on December 13, 14 & 15 due to medical reasons." Contrary to what was stated in the note, Mr. Fashoranti was not employed. I nevertheless granted an adjournment because my following week's docket had cleared. Thus, the divorce trial was rescheduled to begin at 2:00 pm on December 20 and conclude at noon on December 22, 2023. Mr. Fashoranti was informed of the new trial dates.

[20] On December 19, 2023, Mr. Fashoranti notified the court that he would not be attending the trial because of ill health and that he had suffered a mini stroke the previous day. I therefore had to determine if an adjournment should be granted. Ms. Fashoranti did not consent to an adjournment for three reasons:

- Mr. Fashoranti wanted to continue to delay the proceeding so that he could remain in the matrimonial home without paying any associated expenses.
- Immediate court intervention was necessary to preserve the parties' assets given their dire financial circumstances.
- The medical notes did not support Mr. Fashoranti's position. The medical notes did not state that Mr. Fashoranti had a mini stroke, but rather, that he would be treated as if he had. Additionally, the notes stated that "MD requires off work/medical rest x 4 wks while undergoing medicine investigation." Mr. Fashoranti, however, was not working, nor could he work as a doctor because his medical license was suspended. Further, the notes did not state that Mr. Fashoranti was unable to participate in a court proceeding.

*Decision on Adjournment*

[21] After reviewing the submissions, I ruled that the divorce trial would proceed even if Mr. Fashoranti did not attend. In so doing, I examined the three prejudices. First, I found that an adjournment would cause considerable prejudice to Ms.

Fashoranti that could not be compensated by an award of costs because of the parties' precarious financial circumstances:

- The parties were drowning in debt, including over \$23,000 owed to HRM for property taxes. Given the arrears, a tax sale could be triggered. In addition, Mr. Fashoranti owed more than \$148,000 and Ms. Fashoranti owed more than \$40,000 to CRA. The parties also have credit card debt in excess of \$49,000. Further, the medical corporations owed arrears of over \$80,000 to CRA. None of these debts were being serviced. The debts were also subject to high interest charges, and some were subject to penalties.
- The mortgage secured by the home was approximately \$370,000. Ms. Fashoranti makes the mortgage payments. Ms. Fashoranti only earns \$74,000 per year and cannot afford to make the monthly mortgage payments of \$1,692, and pay her own living expenses, including rent of \$2,350 per month. Because she is forced to pay the mortgage, Ms. Fashoranti cannot afford to pay her own tax instalments.
- Mr. Fashoranti proffered no viable plan to retain the parties' seven-bedroom, four-bathroom home. Mr. Fashoranti is not working; he is suspended from practicing medicine. He has no ability to maintain the home or buy out Ms. Fashoranti's interest.
- Neither party can afford to retain the matrimonial home with an agreed upon value of about \$1 million. The home needs to be sold so that the debts can be retired. Given the extent of the debt, the sale needs to occur quickly given the legitimate concerns about the parties' solvency.

[22] Second, although Mr. Fashoranti would experience prejudice if I did not grant the adjournment, I found that such prejudice will be mitigated by:

- Admitting Mr. Fashoranti's affidavit evidence without cross-examination should Mr. Fashoranti not participate in-person or virtually.
- Considering Mr. Fashoranti's written submissions in his absence.

[23] Third, although not a significant factor, I found that an adjournment would negatively impact the public because it would result in the loss of court time.

[24] After balancing the three prejudices, and given the parties' pressing financial circumstances, I continued with the hearing. Mr. Fashoranti was notified that the divorce trial would proceed. He was given the option of participating virtually or in-person. Mr. Fashoranti did not participate.

*Divorce Trial*

[25] The divorce trial proceeded on December 20 and 21, 2023. Ms. Fashoranti and the parties' daughter testified. Mr. Fashoranti's affidavits and property statement were entered as exhibits and considered. Written and oral submissions were reviewed, including supplemental submissions filed by Ms. Fashoranti on January 9, 2024.

[26] I adjourned for oral decision which was delivered on January 19, 2024. Mr. Fashoranti did not attend.

**Analysis**

***Are the proceeds from the sale of the Pugwash home a matrimonial asset?***

[27] Mr. Fashoranti asks that the proceeds from the sale of the Pugwash home be included as a matrimonial asset. He said that his son did not have the authority to sell and retain the proceeds. Ms. Fashoranti disagrees with the classification, noting that she neither participated in the sale of the home, nor received any of the sale proceeds.

[28] The net proceeds from the sale of the Pugwash property will not be included as matrimonial property. At Mr. Fashoranti's insistence and before separation, the Pugwash property was transferred to the son. The son decided to sell the home and retain the proceeds, except for \$10,000 which he gave to Mr. Fashoranti. Ms. Fashoranti did not participate in the sale; she did not receive any of the sale proceeds. Further, the son is not a party to the litigation. I have no authority to order the son to return the sale proceeds to his parents.

[29] The net proceeds from the sale of the Pugwash property will not be included as matrimonial property, nor will the \$10,000 which the son provided to Mr. Fashoranti.

***What are the assets?***

[30] I find that the values of the parties' assets at separation are as follows:

- Matrimonial Home, Halifax: \$1 million, as per the parties' agreement.
- Land in Nigeria: Value unknown. Both parties provided values based on personal belief.
- Vehicles: Separation values should be assigned as held in *Simmons v Simmons*, 2001 CanLII 60984 (NSSC). I accept the black book values as provided by Ms. Fashoranti. The 2008 S Class 550 Mercedes had a value of \$20,000; the 2008 Honda CRV had a value of \$15,000.
- Household Contents: Mr. Fashoranti retained most of the furniture which was purchased in 2002 for about \$20,000. Ms. Fashoranti took some household contents to furnish her two-bedroom apartment. In addition, in preparation for the move, I accept that Ms. Fashoranti gave some household contents to charity at a time when it was not anticipated that Mr. Fashoranti would be contesting the divorce proceeding. I assign \$7,000 as the value of the household contents, inclusive of tools and equipment, that Mr. Fashoranti retain. I assign \$1,500 as the value of the household contents retained by Ms. Fashoranti.
- FMI and FHI: These companies likely have no value given the quantum of their outstanding debt.

### *What are the matrimonial debts?*

[31] The parties disagree about what should be included as divisible family debt. Mr. Fashoranti wants to include all corporate debt while Ms. Fashoranti disagrees, noting the absence of evidence to prove that the corporate debt was incurred for family purposes.

[32] In *Ellis v Ellis*, 1999 NSCA 31 and *Bailey v Bailey*, 1990 CanLII 4116 (NSSC), the courts identified applicable legal principles when debt division is in issue:

- “Matrimonial debt” is not a term defined in the *Matrimonial Property Act*, R.S., c. 275. Furthermore debt is only referenced in s. 13 of the *Act*: para 31 of *Ellis*.
- When determining whether debt should be divided, courts are to consider whether the debt was incurred for the benefit of the family; whether the



debt was incurred for ordinary household purposes; and if incurred after separation, whether the debt was necessary to meet basic living expenses or preserve matrimonial assets; and whether the debt was reasonably incurred: para 21 of *Bailey*.

- There is no presumption that matrimonial debt will be equally divided. The burden rests on the party seeking to equally divide the debt. The assignment of responsibility for the payment of debt is a discretionary matter under s. 13 of the *Act*. Each case must be decided on its own facts: para 32 of *Ellis*.

See also *Gates v Gates*, 2016 NSSC 49, paras 13 to 16.

[33] I find that the following debts were proven to be matrimonial debt, most of which will be equally divisible:

- Mortgage: Approximately \$368,000 and declining.
- Ms. Fashoranti's MBNA Credit Card: \$17,717.
- Ms. Fashoranti's Visa Card: \$18,624.
- Ms. Fashoranti's Income Tax Arrears: \$34,437.
- Ms. Fashoranti's GST Arrears: \$6,264.
- Mr. Fashoranti's Income Tax Arrears: \$148,558
- Joint PDA Account: \$1,742.
- Mr. Fashoranti's Visa: \$13,188.
- Student Loan for Child: \$40,000.
- HRM Property Tax: \$23,540.

The total personal matrimonial debt is \$672,070.

[34] I must now decide whether any portion of the corporate debt is to be classified as divisible matrimonial debt. FHL and FMI owed substantial income tax arrears to CRA. In addition, Mr. Fashoranti states that FMI owed \$4,088.45 in

source deduction arrears; between \$7,167 and \$25,000 in MSI debt; and \$6,203 to Telus Health Solutions.

[35] I find that Mr. Fashoranti proved that the corporate income tax debt and the source deduction arrears are properly classified as matrimonial. Mr. Fashoranti operated his medical practice through the companies. The corporate income was used to pay the family's expenses. Therefore, I find that the associated tax debt that existed at separation is properly classified as matrimonial. I will not, however, include, any interest and penalties accrued after separation because Mr. Fashoranti delayed the sale of the home, thus preventing the early payment of the outstanding debts. As of June 2021, FHL owed \$32,601 and FMI owed \$43,430 in income tax arrears<sup>ii</sup>; and source deduction arrears are \$4,088 for a total of \$80,119.

[36] Conversely, Mr. Fashoranti did not prove that the other corporate debt should be classified as matrimonial debt because Mr. Fashoranti did not prove what amounts were outstanding at separation; that the debt was incurred for family purposes; or that the debts were reasonably incurred. Further, business debts, like business assets, should ordinarily be exempt from division.

[37] Upon adding the family portion of the corporate debt to the personal debt, the total value of the matrimonial debt is \$752,189.

***How should the Nigerian property be divided?***

[38] Sections 22 (2) and (3) of the *MPA* discuss the division of immovable property located in another jurisdiction:

Immovable property

(2) The ownership of immovable [immovable] property as between spouses is governed by the law of the place where that property is situated.

Consideration of value of immovable property

(3) Notwithstanding subsection (2), where the law of the Province governs the division of assets, the value of the immovable [immovable] property wherever situated may be taken into consideration for the purposes of a division of assets.  
R.S., c. 275, s. 22.

[39] Because I do not know how much the Nigerian property is worth, I am unable to assign a value. Further, because the land is not situated in Nova Scotia, I am unable to order its sale, absent the parties' agreement. Therefore, absent

agreement or a determination by the Nigerian courts, the parties will remain joint owners of the Nigerian property.

***Should the matrimonial home be subject to an exclusive possession order and sold?***

[40] Because neither party put forth a feasible plan to buy out the other's interest, the matrimonial home must be sold. Pending its sale, I grant an order providing Ms. Fashoranti with exclusive possession of the home effective February 29, 2024, and continuing thereafter until the home is sold. In making this order, I note the broad discretionary powers conferred under ss. 15 (b) and 16 (1) (a) and (2):

**Powers of court upon division**

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

....

(b) the partition or sale of any property;

....

and make such other orders and directions as are ancillary thereto. R.S., c. 275, s. 15.

**Determination of question between spouses**

16 (1) Either spouse may apply to the court for the determination of any question between the spouses as to

(a) the ownership or right to possession of any particular property;

...

Powers of court under subsection (1)

(2) Where an application is made under subsection (1), the court may

(a) make a declaration as to the ownership or right of possession in the property;

...

(d) order that the property be partitioned or sold;

....

and may make such other orders and directions as are ancillary thereto. R.S., c. 275, s. 16.

[41] Further, if I am wrong in my interpretation, I also find that Ms. Fashoranti proved the requirements set out in s. 11 (4) (a) of the *Act* in that she has no other provision for shelter that is adequate in the circumstances. Ms. Fashoranti left the matrimonial home because of safety concerns. It is not safe for her to live in the same home as Mr. Fashoranti. Further, she can no longer afford to pay the mortgage and the rent. Mr. Fashoranti has not paid the mortgage, property taxes, or many other expenses associated with the home. He also interfered with the sale of the home. For example, he prevented the painters from completing their work so that the matrimonial home could be prepared for sale. Ms. Fashoranti is granted exclusive possession pending sale.

***What adjustments should be made for occupation rent and post separation expenses paid by Ms. Fashoranti?***

[42] Ms. Fashoranti seeks reimbursement for expenses paid to maintain the matrimonial home post separation. She also seeks occupation rent. Mr. Fashoranti disputes this claim.

[43] In *Ellis v Ellis*, *supra*, at para 32, the Nova Scotia Court of Appeal adopted the comments of Hallett, J, as he then was, in *Arthur v Arthur*, 1985 CanLII 5892 (NSSC) at page 329 wherein he held, in part:

.... Where debts exist at the date of separation and were incurred for the benefit of the family unit, a spouse who assumes the responsibility for payments of these debts after the spouses separated is entitled to have this factor considered in making a determination as to the division of matrimonial assets. I emphasize that it is a factor to consider; there could well be circumstances that would not warrant consideration of particular debts .....

[44] Further, occupation rent is a remedy that is available in appropriate circumstances. Two recent appellate decisions from Newfoundland and Ontario comment on this relief. In *Croft v. Foote*, 2023 NLCA 36, the Newfoundland Court of Appeal held:

[42] The judge cited this Court’s decision in *Gosse v. Sorensen-Gosse*, 2011 NLCA 58, 311 Nfld. & P.E.I.R. 76, for the proposition that a spouse “has the same right of use, possession and management of the matrimonial home as the other spouse” and, therefore, is entitled to occupation rent if the other spouse has exclusive possession of the matrimonial home. The judge, although using the term “matrimonial home”, rightly noted that the parties were

not married and that the basis for occupation rent was the fact that the family home was owned and occupied by them jointly. He noted that he had wide discretion as to whether there were exceptional circumstances that would justify declining to award such rent (Decision, at paras. 14-15).

...

[45] The judge correctly stated the law related to occupation rent in this province. The Court cannot interfere with his decision unless he made a legal error in his application of the law to those facts or made a palpable and overriding error in his findings of fact.

[45] In *Chhom v Green*, 2023 ONCA 692, para 8, the Ontario Court of Appeal held that while an award of occupation rent must be reasonable, it is not limited to exceptional circumstances.

[46] In *Carmichael v Carmichael*, 2005 NSSC 318, this court reviewed factors that are appropriately considered when a claim for occupation rent is made.

[47] In the circumstances of this case, it is appropriate to order adjustments for debt payments and occupation rent for the following reasons:

- After separation, both parties lived in the matrimonial home. In May 2023, Ms. Fashoranti had to move out because of safety concerns, leaving Mr. Fashoranti to solely occupy the large home without financial contribution. Post separation, Mr. Fashoranti did not contribute to the payment of the mortgage, property taxes, or insurance. He also failed to contribute to the household utilities until after Ms. Fashoranti moved out.
- Even though he had no ability to buy out Ms. Fashoranti's interest, Mr. Fashoranti refused to co-operate with the sale of the home. He was content to straddle the debt on Ms. Fashoranti's shoulders and to delay the sale.
- Ms. Fashoranti only earns \$74,000 per annum and does not have the ability to pay her own living expenses and the expenses associated with the matrimonial home. She was forced to do so in order to preserve the matrimonial asset.
- Ms. Fashoranti pays \$2,350 per month in rent for a two-bedroom apartment while Mr. Fashoranti lives in a seven-bedroom, four bathroom home without rent payment.

- The children are all adults.

[48] In the circumstances, from his share of the sale proceeds, Mr. Fashoranti must reimburse Ms. Fashoranti 50% of the mortgage payments of \$1,692 and house insurance of \$191 from the date of separation to May 2023, the date when Ms. Fashoranti left the matrimonial home. Mr. Fashoranti's half share equals \$941.50 per month for 22 months for a total of \$20,713. Further, in the event Ms. Fashoranti paid real property taxes, Mr. Fashoranti must reimburse her 50% of that amount.

[49] From May 2023 until February 29, 2024, Mr. Fashoranti must reimburse Ms. Fashoranti for all the mortgage and insurance payments that she made, which total \$1,883 per month. In addition, he must pay another \$500 per month as occupation rent. Mr. Fashoranti will thus reimburse Ms. Fashoranti \$2,383 per month for 10 months or \$23,830 from his share of the sale proceeds.

[50] Further, Mr. Fashoranti must reimburse Ms. Fashoranti for 50% of the NSP bills, phone bills, and water bills that Ms. Fashoranti paid while the parties lived together and 100% of these bills after Ms. Fashoranti moved out of the matrimonial home. This reimbursement will be paid from Mr. Fashoranti's share of the sale proceeds after Ms. Fashoranti supplies proof of the amount paid.

[51] When Ms. Fashoranti occupies the matrimonial home as of February 29, she will be solely responsible for the payment of the property taxes, mortgage, insurance, and utilities. She will also pay Mr. Fashoranti \$500 per month as occupation rent, which will form a credit against the amount owed by Mr. Fashoranti.

***What is the appropriate division of the parties' assets and debts?***

[52] There will be an equal division of the matrimonial assets. This will be accomplished by the listing and sale of the matrimonial home through the following process:

- Unless the daughter provides Ms. Fashoranti with a Power of Attorney, both the daughter, who provided consent as title holder, and Ms. Fashoranti are authorized to list and sell the matrimonial home. Mr. Fashoranti's signature is not required for the listing and sale of the matrimonial home.

- Unless the daughter provides Ms. Fashoranti with a Power of Attorney, the daughter and Ms. Fashoranti are authorized to select the listing agent and listing price provided the listing price is no less than \$950,000, without court approval. Ms. Fashoranti will consider the reasonable recommendations of the real estate agent when selecting a listing price.
- Ms. Fashoranti is authorized to prepare the home for sale by making reasonable cosmetic repairs. Ms. Fashoranti will consider the reasonable recommendations of the agent when making cosmetic repairs. The cost of all reasonable cosmetic repairs will be equally shared between the parties by Mr. Fashoranti reimbursing Ms. Fashoranti from his share of the sale proceeds. Reasonable cosmetic repairs shall not exceed \$7,000 without court approval. Ms. Fashoranti must keep receipts for reimbursement.
- The matrimonial home will be listed for sale by April 1, 2023 or sooner should Ms. Fashoranti be able to prepare the home for sale by an earlier date.
- Ms. Fashoranti must cooperate with all agents in showing the home to prospective purchasers.
- Unless the daughter provides Ms. Fashoranti with a Power of Attorney, both the daughter and Ms. Fashoranti are authorized to reject, accept, or make counter offers for the sale of the home provided no offer is accepted that is less than \$875,000 without court approval.

[53] Ms. Fashoranti is authorized to select a lawyer to complete the sale of the matrimonial home. The sale proceeds will be placed in the solicitor's trust account and disbursed to pay the following:

- Real estate commission fees.
- Legal fees and disbursements.
- The mortgage, real property taxes, and the usual adjustments on closing.

[54] The solicitor will then disburse the remaining trust funds by transferring to the following creditors the stated amounts unless proof that a lesser sum has been negotiated with the creditor[s] or a party supplies proof that they paid the debt, in

which case the party who paid all or a portion of the specified debt will be reimbursed the amount so paid:

- Ms. Fashoranti's MBNA Credit Card: \$17,717.
- Ms. Fashoranti's Visa Card: \$18,624.
- Ms. Fashoranti's Income Tax Arrears: \$34,437.
- Ms. Fashoranti's GST Arrears: \$6,264.
- Mr. Fashoranti's Income Tax Arrears: \$148,558.
- Joint PDA Account: \$1,742.
- Mr. Fashoranti's Visa: \$13,188.
- Child's Student Loan: \$40,000.
- FHL Corporate Income Tax Arrears: \$32,601.
- FMI Corporate Income Tax Arrears: \$43,430.
- Corporate Source Deduction Arrears: \$4,088.
- The balance will be equally divided between the parties, but subject to the adjustments previously outlined, which include Mr. Fashoranti paying Ms. Fashoranti \$20,250 to equalize the value of the motor vehicles and household contents; \$44,543 for his share of the payments for the mortgage, insurance, and occupation rent less any credit for the occupation rent owed to him by Ms. Fashoranti commencing March 1, 2024 until the home is sold; his share of the utility expenses; his share of the costs of the cosmetic repairs; and the \$1,000 costs award.

[55] Before disbursing the sums listed in para 54, the solicitor will present an accounting to the parties and the daughter. If there is a dispute, the court will resolve the outstanding issues upon a motion being filed and heard.

[56] The court retains jurisdiction to determine any issues that may arise with the listing and sale of the matrimonial home and the disbursement of the sale proceeds.



***Conclusion***

[57] The divorce is granted. As of March 1, 2024, Ms. Fashoranti is granted exclusive possession of the matrimonial home until it is sold. The property and debts are to be divided according to this decision, which includes a payment for occupation rent and adjustments for post separation debt payments.

[58] Ms. Hicks is to prepare the divorce and corollary relief orders.

[59] I thank Ms. Hicks for her presentation and professionalism exhibited throughout these proceedings.

Forgeron, J.

---

<sup>i</sup> Although Ms. Fashoranti is named on the mortgage covenants, she did not hold legal title. Ms. Fashoranti was not named on the deed.

<sup>ii</sup> In determining the amount outstanding, I adopt the methodology outlined in Ms. Fashoranti's post trial submissions.