

SUPREME COURT OF NOVA SCOTIA
FAMILY DIVISION

Citation: *Griffin v. Griffin*, 2024 NSSC 123

Date: 20240409

Docket: 1206-7804

Registry: Sydney

Between:

Troy Griffin

Petitioner

v.

Erin Griffin

Respondent

Judge: The Honourable Justice Lee Anne MacLeod-Archer

Heard: November 27, 2023 and January 15, 2024, in Sydney, Nova Scotia

Last Submissions

Received: March 12, 2024

Written Release: April 9, 2024

Counsel: Lucas Fraser for the Petitioner
Erin Griffin, self-represented

By the Court:

[1] This is a decision involving parties who lived together for four years and were married for thirteen, making theirs a seventeen-year relationship. Ms. Griffin is 44 years old. Mr. Griffin is 45. They have two children, ages 15 and 20.

[2] The parties own a matrimonial home in which Ms. Griffin lived with the children until recently. Mr. Griffin moved out of the home in June, 2020 and acquired an older home which requires renovation. Ms. Griffin has now secured alternative housing, so the parties agree that the home must be sold. The other matrimonial assets and debt must be divided as well.

[3] Ms. Griffin seeks child support for both children, as well as time-limited spousal support for herself.

[4] The issues to be determined are:

- (a) Divorce;
- (b) Division of assets & debts;
- (c) Child support; and
- (d) Spousal support:
 - (i) Entitlement and duration;
 - (ii) Determination of income; and
 - (iii) Quantum.

[5] In making my decision, I've put no weight on facts asserted in either party's submissions that weren't advanced at trial. I applied the civil onus of proof on a balance of probabilities and placed the burden of proof on the party advancing claims.

[6] Where factual differences arose, I assessed credibility based on the law as it's explained in *Baker-Warren v. Denault*, 2009 NSSC 59 (as approved in *Gill v. Hurst*, 2011 NSCA 100). For example, where the parties' evidence differs with respect to Ms. Griffin's role in the marriage, I accept her evidence. Mr. Griffin's evidence was at times exaggerated and at times strategic. It was also tainted by his

contemptuous attitude towards Ms. Griffin. In contrast, Ms. Griffin's evidence was candid and sincere.

DIVORCE

[7] The parties have been living separate and apart for almost four years. There's no possibility of reconciliation. I'm satisfied there's been a permanent breakdown of the marriage relationship and that all requirements have been met for the granting of a divorce. Ms. Griffin's change of name is also granted. The divorce order will issue accordingly.

DIVISION OF ASSETS & DEBTS

[8] The parties own a home together as joint tenants. Ms. Griffin was exercising exclusive occupation until recently. Given the fact that both parties have secured alternative housing, it's appropriate to order the home sold. The terms will include:

- They must use a licensed realtor;
- They must discuss and agree on a listing agent, but failing agreement Mr. Griffin will have the right to choose;
- They must discuss and agree (in a reasonable period of time) on a listing price, a response to any offers, the substance of any counter-offers, and any conditions attached to the sale. Failing agreement, they must take the advice of the realtor;
- Mr. Griffin will be entitled to show the home, or in his absence he may ask Ms. Griffin to do so;
- Ms. Griffin must ensure the home is left in a condition suitable for viewings;
- Mr. Griffin will pay the cost of utilities (heat and electric) in the matrimonial home effective April 1, 2024 and pending sale, as well as the mortgage, taxes, water, and insurance (which he has been paying in any event). He shall be reimbursed half the sums paid after April 1, 2024 on closing from Ms. Griffin's share;
- Should the realtor recommend (or an accepted offer require) repairs or upgrades in order to close the sale, Mr. Griffin shall pay those costs and he

shall be reimbursed half the sums paid on closing from Ms. Griffin's share of the proceeds;

- The mortgage and any secured debt must be paid from the sale proceeds before adjusting for sums owed to either party.

[9] I reserve the right to deal with and determine disagreements arising from the sale of the home.

[10] Mr. Griffin also holds title to a vacant lot that he says should be excluded from division. The onus is on Mr. Griffin to advance evidence to support a claim under s.13 of the *Matrimonial Property Act*, RSNS 1989, c 275, for an unequal division. He didn't do so. Simply holding title before the parties got married isn't enough. Support paid for Ms. Griffin doesn't meet the test. The home and that land must be sold, and the proceeds divided equally.

[11] Mr. Griffin seeks to retrieve personal and household items from the home. His list was tendered as Exhibit 25 at trial. It includes pots and utensils, but in his closing submissions, he concedes that Ms. Griffin should keep those.

[12] One item of particular interest to both parties is the set of chrome 22' truck rims. Mr. Griffin says that Ms. Griffin has not used them, but she asks to keep them. He claims a sentimental attachment to the rims, which I find unlikely. However, I accept that he purchased the rims for his truck. I direct that the chrome rims be returned to Mr. Griffin. If they have been sold, Ms. Griffin must reimburse Mr. Griffin the price she obtained for them (with proof of the purchase price paid).

[13] I direct that the other items claimed by Mr. Griffin in Exhibit 25 (except the pots and utensils, items purchased by Ms. Griffin after separation, the large tv, appliances that will stay in the home when sold, and any items he's already retrieved) be made available to him. He must retrieve the items within 72 hours of being notified in writing that they are available for pick up. Once he retrieves those items, the contents (exclusive of appliances which stay with the home when it's sold) will be considered divided equally.

[14] The parties owned several vehicles when they separated. Ms. Griffin kept the Grand Prix, which both parties value at \$3,000 which I accept. That vehicle was subsequently transferred to Mr. Griffin's possession. He also kept the F150, which both parties value at \$1,500 which I accept.

[15] Ms. Griffin kept the Ram truck, which Mr. Griffin values at \$18,000 as of the date of separation, based on Auto Trader comparisons and the truck's maintenance records. Ms. Griffin estimates the value at \$10,000 because she says the truck needs repair and it has high mileage. I have discretion whether to value the truck as of the date of separation or at trial. Mr. Griffin argues that the Ram depreciated because Ms. Griffin didn't take proper care of it. The evidence shows that the truck is now worth only \$5,000.

[16] I'm satisfied that the value placed on it by Mr. Griffin is too high, given the age and condition of the vehicle in 2020. It's not reasonable to find it depreciated from \$18,000 to \$5,000 in four years. I accept the value advanced by Ms. Griffin of \$10,000. She will keep the Ram truck. Mr. Griffin must deliver the signed title documents to her forthwith.

[17] The parties also owned recreational vehicles when they separated. The Yamaha ATV stayed with Ms. Griffin, while Mr. Griffin took the Honda ATV. He wishes to take possession of the Yamaha ATV, though he says he's not sure if it's been sold. If the Yamaha ATV is still in Ms. Griffin's possession, she must make it available for Mr. Griffin to retrieve. He values the Honda ATV at \$5,000. Ms. Griffin estimated the value at \$1,000. I have no independent valuation so I will split the difference at \$3,000. The Yamaha is valued at \$4,000. Ms. Griffin must make the Yamaha ATV available to Mr. Griffin, along with signed title documents forthwith.

[18] Mr. Griffin took responsibility for the majority of the couple's debt when they separated, as he was working, and Ms. Griffin was not. Some debt was paid off from the proceeds of an RRSP that was cashed. The remaining debt has been accounted for in the division of assets shown at Schedule "A" to this decision.

[19] Ms. Griffin will owe an equalization payment to Mr. Griffin according to Schedule "A". That will be paid from her share of the house proceeds when the house is sold.

CHILD SUPPORT

[20] I must determine what child support is payable for the two dependant children before dealing with spousal support in accordance with s.15.3(1) of the *Divorce Act*, RSC 1985, c 3 (2nd Supp), LRC 1985, ch. 3 (2e suppl) (DA).

[21] In his pre-trial brief and affidavit, Mr. Griffin concedes that both children are dependent, and that child support is payable. The daughter is attending community college while their son is still in high school.

[22] Mr. Griffin wishes to pay support directly to the parties' daughter and the balance to Ms. Griffin for their son's support. The parties agreed to that arrangement in the Interim Order and Ms. Griffin hasn't suggested a different arrangement, so I will direct that. Based on his net 2022 income of \$176,296 I order that Mr. Griffin pay \$750/month to the daughter and \$1,553.55/month to Ms. Griffin, both payments to start May 1, 2024.

[23] Mr. Griffin argues that support for the older child should terminate if she withdraws from her NSCC program or automatically when she graduates in June, 2025. I don't know what the future holds for the parties' daughter. I don't know if illness will cause disruption in her studies. I don't know if she has plans for education beyond her current program. I don't know whether she'll pursue employment after graduation. And I don't know if she pursues employment after graduation, whether she will be successful in finding a job right away. There are simply too many unknowns, so I leave the question of what the proper termination date is for future consideration.

[24] Mr. Griffin further argues that support for the parties' son should terminate when he graduates high school in June, 2026. However, if the son pursues a post-secondary education, Mr. Griffin may be required to support him beyond graduation in 2026. Again, I have no factual foundation on which to base a decision to terminate support in future. I therefore decline to set an automatic termination date for the younger child's support.

[25] Finally, Mr. Griffin seeks credit or reimbursement for sums he says he overpaid for child support after separation. He says that he paid \$107,388.67 including the mortgage, property taxes, credit card payments, the truck loan, utilities, and his son's hockey expenses. Clearly, most of these are not related to child support. Some could be considered third party payments constituting spousal support if they meet certain criteria, but they are not properly set-off against child support. However, I will credit the amounts paid for hockey (\$363.62).

[26] Mr. Griffin calculates that he should have paid child support according to the Nova Scotia table as follows:

| | Child Support | #Mos | Total |
|--|----------------------|-------------|--------------|
|--|----------------------|-------------|--------------|

| | | | |
|---------------------------------|------------|----|--------------------|
| 2023 | \$2,408.78 | 9 | \$21,679.02 |
| 2022 | \$2,408.78 | 12 | \$28,905.36 |
| 2021 | \$2,555.61 | 12 | \$30,667.32 |
| 2020 | \$1,533.49 | 5 | \$7,667.45 |
| TOTAL RETROACTIVE CS DUE | | | \$89,919.15 |

[27] Mr. Griffin offered two explanations for why he stopped paying child support in August, 2022. I find he stopped because Ms. Griffin refused to permit him to retrieve the camping gear from the matrimonial home and to take their son camping. He started paying child support again on October 1, 2023 by Court Order.

[28] Mr. Griffin deposited funds into the parties' joint bank account after separation, from which Ms. Griffin accessed money for household and personal needs. He closed that account in late February, 2021 and then stopped paying monthly support in August, 2022. So, between September, 2022 and October, 2023 when the Interim Child Support Order was issued, Mr. Griffin didn't pay child support.

[29] For that period, Mr. Griffin should have paid child support of \$31,950.52 to Ms. Griffin. He did pay monies directly to the children and for other expenses during that timeframe. The question is whether this alleviates the need for a retroactive child support award.

[30] The Supreme Court of Canada decision in *D.B.S. v. S.R.G.*, [2006] 2 S.C.R. 231 (*DBS*) (as refined in *Michel v Graydon*, 2020 SCC 24) sets out several factors that must be met in order to grant such an award.

[31] I've considered all of the evidence and find that the factors weigh in favour of a retroactive award because:

- There is blameworthy conduct. Mr. Griffin was aware of his obligation to support his children, yet closed the joint bank account in 2021 and stopped paying child support in 2022 because Ms. Griffin would not let him take their son camping or retrieve the camping gear from the home;
- The blameworthy conduct is somewhat mitigated by the fact that Mr. Griffin continued to pay some expenses and provide the children with money on occasion; however, this was entirely discretionary and left Ms. Griffin with great uncertainty in terms of support;

- A retroactive award would benefit the children, both of whom are still dependent;
- Ms. Griffin didn't delay in advancing her claim. It was part of the relief claimed in her Answer filed on June 27, 2022; and
- Mr. Griffin will not encounter hardship in paying a retroactive award if it's paid over time.

[32] I've reviewed the bank statements and find that, at most, Mr. Griffin averaged \$150/month in child related expenses paid between August, 2022 – September, 2023. I will credit him with \$2,100 to allow for those payments. That leaves retroactive child support owing in the amount of \$29,850.52. He must pay that sum in monthly increments of \$250/month in addition to the prospective child support he's required to pay commencing May 1, 2024.

[33] I also direct that Mr. Griffin continue to maintain the children on his health plan through work for so long as they are eligible. He must authorize Ms. Griffin to submit any health expenses she's paid for reimbursement directly to the insurer.

SPOUSAL SUPPORT

(i) ENTITLEMENT

[34] Mr. Griffin is a pipefitter who works as a mechanical supervisor in western Canada. He was the sole income earner during the marriage.

[35] Ms. Griffin completed a paralegal diploma in 2015. She is currently enrolled in a community college course and says she plans to pursue a social work degree afterward. She was a stay-at-home mother for the majority of the relationship.

[36] Mr. Griffin initially advanced arguments that are out of sync with current and leading caselaw. For example, he said that Ms. Griffin is not entitled to spousal support on any basis because she "engaged in gross misconduct that has left him economically disadvantaged..." He complains that:

1. Ms. Griffin "drained" the parties joint bank account post-separation;
2. She continued to occupy the matrimonial home, while not paying the mortgage and refusing to allow its appraisal or sale;

3. She relied on Mr. Griffin to pay the taxes, utilities, home and vehicle insurance, and extras for the home while living “outside her means”; and
4. She refused to work and pursue self-sufficiency.

[37] Mr. Griffin relies on the decisions in *Cole v. Luckman*, [2012] N.S.J. No. 186, and *J.L.H. v. R.S.W.*, [2017] A.J. 283, to support his argument. Both of those decisions are distinguishable.

[38] He also cites s.19 of the *Parenting and Support Act*, R.S.N.S. 1989, c. 160 (*PSA*) in support of his position. Obviously, this proceeding is under the *DA* so the *PSA* doesn’t apply.

[39] Mr. Griffin argues that Ms. Griffin’s conduct led to the marriage breakdown and that somehow, that negates her right to support. Section.15.2(5) of the *DA* states:

Spousal misconduct

(5) In making an order under subsection (1) or an interim order under subsection (2), the court shall not take into consideration any misconduct of a spouse in relation to the marriage.

[40] In *T.M. v. R.R.*, 2021 NSSC 156, Marche, J. stated:

Conduct

38 Much of RR's argument that TM is not entitled to spousal support essentially centers on her alleged misconduct. TM was portrayed as a drug user and a drug seller. She was depicted as financially irresponsible. It was suggested, on several occasions, that she had started a new relationship before her relationship with RR ended.

39 Spousal support is not fault-based. Concepts of spousal support entitlement, whether compensatory or non-compensatory, are steeped in principles of economic justice, not moralistic ideologies.

40 Spousal misconduct may be relevant but only to the extent that it impacts on the economic circumstances of the parties: *Leskun v. Leskun*, [2006] 1 SCR 920.

[41] I agree with Marche, J.’s comments. There’s no evidence of conduct on the part of Ms. Griffin that bears consideration in this context.

[42] Entitlement to spousal support is grounded in three possible bases: contractual, compensatory, and non-compensatory (*Bracklow v Bracklow*, [1999] 1 S.C.R. 420).

[43] Ms. Griffin assumed a traditional role in the family, wherein she stayed at home to raise the children, which allowed Mr. Griffin to pursue his trade and advance his career. Ms. Griffin did minor stints in retail and a call centre, but otherwise she was the primary caregiver. Mr. Griffin advanced to a management position in his trade, while Ms. Griffin has little employment experience or skills.

[44] I accept that the parties discussed Ms. Griffin's return to the workforce after their son started school. To that end, she took a paralegal program and obtained her certificate in 2015. However, I also accept that, despite completing that paralegal course, Ms. Griffin wasn't able to secure work in that field. I also accept that her daughter's illness interrupted her plans to work for a period of time.

[45] Ms. Griffin is now pursuing further education, with the goal of becoming a social worker. She believes that would create more opportunities and income potential.

[46] Jollimore, J. dealt with similar facts in *Friesen v. Friesen*, 2023 NSSC 168:

78 When the parties separated in 2016, Ms. Friesen had been out of the workforce for many years and had a spotty employment record, moving from job to job. Mr. Friesen's education and career progressed, and his income increased. The parties' roles during the marriage give Ms. Friesen a clear entitlement to compensatory spousal support.

79 I find Ms. Friesen also has an entitlement to non-compensatory support. Non-compensatory support reflects the reality that marriage can create interdependencies, expectations, and obligations between spouses. Non-compensatory support recognizes that a mutual obligation of support can arise after a separation, and it places the primary burden for supporting a needy spouse on their former partner, rather than the state: *Bracklow* 1999 CanLII 715 (SCC) at paras 23, 27, 30 and 31.

[47] Like Ms. Friesen, I find that Ms. Griffin is entitled to spousal support on a compensatory basis.

[48] I also find that Ms. Griffin is entitled to support on a non-compensatory basis. Even if she was working as a paralegal, she would still be earning much less than Mr. Griffin. He is a skilled tradesman with the experience and skills to earn a

significant income, particularly now that he's advanced to a management position. The disparity in incomes and Ms. Griffin's need for support is obvious.

[49] Having found entitlement, I must next consider the factors in s.15 of the *DA*:

Spousal support order

15.2 (1) A court of competent jurisdiction may, on application by either or both spouses, make an order requiring a spouse 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 support of the other spouse.

...

Factors

(4) In making an order under subsection (1) or an interim order under subsection (2), the court shall take into consideration the condition, means, needs and other circumstances of each spouse, including

- (a) the length of time the spouses cohabited;
- (b) the functions performed by each spouse during cohabitation; and
- (c) any order, agreement or arrangement relating to support of either spouse.

...

Objectives of spousal support order

(6) An order made under subsection (1) or an interim order under subsection (2) that provides for the support of a spouse should

- (a) recognize any economic advantages or disadvantages to the spouses arising from the marriage or its breakdown;
- (b) apportion between the spouses any financial consequences arising from the care of any child of the marriage over and above any obligation for the support of any child of the marriage;
- (c) relieve any economic hardship of the spouses arising from the breakdown of the marriage; and
- (d) in so far as practicable, promote the economic self-sufficiency of each spouse within a reasonable period of time.

[50] The parties had a seventeen-year relationship, during which they assumed traditional roles. There's no order or agreement relating to spousal support that I need to consider, other than the Interim Order issued in October, 2023.

[51] I find that Ms. Griffin was economically disadvantaged by the marriage and its breakdown. She is still the primary caregiver, though that no longer creates the

same financial limitations as when the children were younger. She suffered financial hardship from the marriage breakdown because she was entirely dependent on Mr. Griffin. He suffered little hardship in paying family debt and support after the separation, because he was earning a good income.

[52] Mr. Griffin's argument that he's the one who's been economically disadvantaged by the marriage breakdown is categorically rejected. He still earns a significant salary. He's at the height of his career. He's been able to meet his financial obligations. He has been able to travel extensively. And he was able to buy another home, albeit a "fixer-upper". Ms. Griffin has not lived "outside of her means" and in fact, she had to seek help from the food bank after Mr. Griffin stopped paying support in 2022.

[53] Finally, Ms. Griffin accepts that it's possible for her to pursue self-sufficiency within a reasonable period of time, which she says is six years.

[54] The *Spousal Support Advisory Guidelines: The Revised User's Guide* (SSAG) suggests that the duration for which spousal support must be paid is part of the entitlement analysis. Mr. Griffin asks to limit spousal support to another three years because he's supported Ms. Griffin for the four years since separation. Ms. Griffin seeks spousal support for a further six years.

[55] I find that an order requiring Mr. Griffin to support Ms. Griffin for a further six years is appropriate because:

- The parties were together for seventeen years and married for thirteen years, so a total of ten years' support isn't unreasonable;
- Mr. Griffin was economically advantaged through the marriage by Ms. Griffin taking on a traditional role;
- The financial consequences of the marriage breakdown have disproportionately impacted Ms. Griffin;
- Mr. Griffin has the ability to pay; and
- It will promote Ms. Griffin's efforts to achieve self-sufficiency through allowing her to pursue further education.

[56] Mr. Griffin will pay spousal support for six years, ending after the June, 2030, payment is made to Ms. Griffin.

[57] I will next look at the parties' respective incomes and determine whether income should be imputed to Ms. Griffin in order to analyze the parties' means.

(ii) DETERMINATION OF INCOME

[58] Mr. Griffin asks that income be imputed to Ms. Griffin because she failed to use her paralegal diploma to secure full-time employment. He says that she could be earning income in the range of \$42,825.50 based on online job postings.

[59] Mr. Griffin is essentially arguing that Ms. Griffin failed to pursue self-sufficiency. As A. Cromwell, J. succinctly put it in *Gates v. Gates*, 2023 NSSC 118:

94 According to Leskun v. Leskun, 2006 SCC 25, the objective of promoting the economic self-sufficiency of each spouse within a reasonable period is not a duty per se and there is recognition that complete self-sufficiency may not be attainable. However, reasonable efforts of the recipient to contribute to their own support is to be considered.

[60] I've already accepted Ms. Griffin's evidence that the paralegal diploma she acquired didn't open doors to a paralegal job as expected. I accept her evidence that the program wasn't highly regarded and that although she applied for paralegal jobs, she wasn't successful. Despite that, she did get work with the government on a term basis and with H&R Block. I find that her qualifications allowed her to obtain that work, even though it wasn't in her field. So, the diploma led to some benefit.

[61] Ms. Griffin hasn't worked regularly since separation. She is now pursuing a community college program to be followed by a social work degree. She has no employment income in the meantime. I find it's appropriate to impute part-time minimum wage income to Ms. Griffin for purposes of calculating spousal support. I do this because:

- Her youngest child is now 15 years old, so she needn't provide the same level of care as she did previously;
- Her time is not only freed up to pursue her education, but also to work part-time during the school year like many students are required to do in today's economy;
- She's been supported for four years post-separation already, and other than one term position, she hasn't worked to support herself at all;
- She is healthy, young, and able to contribute to her own support; and

- She has limited skills and experience.

[62] I therefore impute income to Ms. Griffin of \$13,500 annually, starting in 2023. If she doesn't pursue her education on a full-time basis, the amount of imputed income will be increased to \$26,000 which reflects a full-time minimum wage.

(iii) QUANTUM

[63] Mr. Griffin filed a sworn statement of income on April 19, 2022 in which he estimated his 2022 income at \$134,100. He also filed a sworn statement of expenses that shows a small deficit based on that income, but it includes many expenses he'll no longer incur once the house is sold. Indeed, his 2022 Notice of Assessment shows that he earned \$183,065 that year, so he didn't actually incur a deficit and was able to comfortably meet his obligations. He's also sharing expenses with his fiancé now, which reduces the financial burden.

[64] Ms. Griffin's statement of expenses is of little use in measuring her current needs because it was prepared while she was living in the matrimonial home and earning income from a full-time term position. She's renting now while pursuing further education. Her expenses have increased, but she has no employment income.

[65] I am not obliged to apply the SSAG, but I can and should consider them. Mr. Griffin presented calculations under the SSAG based on Ms. Griffin earning a paralegal salary and also earning minimum wage. However, he only input thirteen years as the length of the relationship. Even with that, the calculation resulted in a figure payable for an indefinite period.

[66] Ms. Griffin only asks for support for six years in the low range of the SSAG. It's a modest request. With part-time minimum wage earnings imputed, the low range under the SSAG is just under \$2,500/month while the high range is just over \$3,500/month. Those numbers are almost the same as those presented by Mr. Griffin. So despite Mr. Griffin's submission that Ms. Griffin's request for support in the monthly amount of \$2,500 has no basis, that number actually reflects the mid-range figure presented in his calculations.

[67] I find this case falls within the mid to high range of the SSAG because:

- Ms. Griffin has a strong compensatory claim;
- She has significant need;

- Mr. Griffin is well able to pay support and meet his own needs;
- Ms. Griffin will not get much money from the division of assets; and
- Ms. Griffin has motivation to achieve self-sufficiency.

[68] In these circumstances, Ms. Griffin's request for an order for monthly spousal support in the low range at \$2,500 per month is reasonable given the means, needs, and circumstances of the parties. I direct Mr. Griffin to pay spousal support of \$2,500 per month starting May 1, 2024 and continuing through to and including June, 2030. Thereafter, Mr. Griffin's obligation to pay spousal support will terminate automatically. If Ms. Griffin ends her studies and obtains full-time employment before then, Mr. Griffin may apply for a review of spousal support.

[69] I make no order for retroactive spousal support because Mr. Griffin supported Ms. Griffin after separation through direct payment of household expenses. I also find that with the sums he's already obliged to pay, he would face hardship paying an award for retroactive spousal support, even if the payment is spread out over time.

CONCLUSION

[70] Matrimonial assets are divided equally. The home will be sold. Mr. Griffin will pay child support in the amount of \$2,303.55/month, retroactive child support in monthly increments of \$250/month, and spousal support of \$2,500/month all starting May 1, 2024.

[71] Mr. Griffin's counsel will prepare the orders. Ms. Griffin was more successful in her claims than Mr. Griffin, but she asks that each side bear its own costs. I therefore direct there be no costs payable by either party.

MacLeod-Archer, J.

SCHEDULE "A"

| DIVISION OF ASSETS | | | | | | |
|--|--|-------------------|------|---------------------|---------------------|--------------------|
| | | Comments | | Value | TG | EG |
| MATRIMONIAL ASSETS | | | | | | |
| Real Estate: | | | | | | |
| 1) Matrimonial Home | | | | | | |
| Less: Mortgage | | | | | | |
| Other Debt | | | | | | |
| Commission 4% | | | 0.05 | | | |
| Legal Fees | | incl HST | | | | |
| Net Proceeds | | | | 0.00 | | |
| Net Proceeds of Real Estate: | | | | | | |
| 1) Matrimonial Home | | | | 0.00 | | 0.00 |
| Vehicles: | | | | | | |
| Ram | | | | 10,000.00 | | 10,000.00 |
| F150 | | | | 3,000.00 | 3,000.00 | |
| Other: | | | | | | |
| Grand Prix | | | | 1,500.00 | 1,500.00 | |
| ATVs | | | | 7,000.00 | 7,000.00 | |
| TOTAL MATRIMONIAL ASSETS | | | | \$21,500.00 | \$11,500 | \$10,000.00 |
| LESS: | | | | | | |
| MATRIMONIAL DEBTS | | | | | | |
| LOC | | | | 34,557.00 | 34,557.00 | |
| Visa | | Balance after RSP | | 2,008.00 | 2,008.00 | |
| NET MATRIMONIAL ASSETS: | | | | -\$15,065.00 | -\$25,065.00 | \$10,000.00 |
| Equalization Payment | | | | | | |
| NET MATRIMONIAL ASSETS (AFTER DIVISION) | | | | | -\$7,532.50 | -\$7,532.50 |