

SUPREME COURT OF YUKON

Citation: *AC v DC*,
2026 YKSC 18

Date: 20260312
S.C. No.: 19-D5213
Registry: Whitehorse

BETWEEN

A.C.

PLAINTIFF

AND

DEFENDANT

D.C.

AND

R.M.

DEFENDANT

Before Justice E.M. Campbell

Counsel for the Plaintiff

Paul Di Libero

Appearing on his own behalf

D.C.

Appearing on his own behalf

R.M.

REASONS FOR DECISION

OVERVIEW

[1] The plaintiff, A.C., and the defendant, D.C., were married for approximately 20 years prior to separating in 2019. They have four children.

[2] A.C. filed an application for summary trial seeking a final order regarding division of assets, retroactive and prospective child support and sharing of s. 7 expenses, as well as retroactive and prospective spousal support. A.C. also seeks a release from any other claims each party would have against the other arising from the marriage.

[3] R.M. was added as a defendant in this matter, but only in relation to the issue of division of assets because he was the co-owner of the family home, where his family also resided. [redacted].

[4] While D.C. did not agree with all the facts advanced by A.C., he did not oppose proceeding by way of summary trial nor did R.M. oppose proceeding in this manner. However, I am alive to the fact that D.C. and R.M. are self-represented. Nevertheless, considering the extensive affidavit materials and financial documents filed by all parties before the Court, the matters at issue between them, as well as the nature of their respective submissions, I concluded that it is appropriate to proceed by way of summary trial on all matters raised by the application.

[5] On December 16, 2025, I gave an oral decision on the issue of division of assets. The questions raised by the division of the parties' assets and resulting equalization payment also led to a ruling on the issue of retroactive spousal support.

[6] These reasons for decision will therefore address the remaining issues raised by A.C.'s summary trial application.

FACTS

[7] The parties met in the Philippines and started living together in 1996. They were married [redacted] 1999, in [redacted] Philippines.

[8] They have four children:

- a- C.D.C., 29 years old;
- b- S.D.C., 26 years old;
- c- D.G.C., 20 years old; and
- d- A.L.C., 13 years old.

[9] In 2007, D.C. moved to Whitehorse, Yukon, and started to work [redacted], while A.C. stayed in the Philippines with the children. In 2010, A.C. moved to Whitehorse with the children. D.C.'s employment helped the family obtain permanent residence in Canada.

[10] The parties separated in 2019. D.C. moved out of the family home on June 28, 2019, while A.C. continued to reside in the family home with the children. I note the parties disagree as to whether the separation occurred in April or June 2019. However, this few months' difference is not material to the issues that remain to be decided.

[11] After he moved out of the family home, D.C. resided with one of his sisters for a number of months. In 2020, he moved into a rental unit with his current partner, with whom he still resides.

Employment history of D.C.

[12] D.C. started to work [redacted] in 2007 as a cashier. He was later promoted to the position of manager.

[13] In 2020, D.C. requested a pay-out from his employer's profit-sharing plan and received a one-time payment of over \$90,000. In May 2021, D.C. left his position [redacted]. D.C. states his departure was prompted by ongoing difficulties with new management. A.C. points instead to a situation related to the circumstances

surrounding their separation. In my view, the only relevant information in either version is that D.C. left his employment.

[14] After he left [redacted], D.C. set up a general services business with his partner. Unfortunately, this business venture did not work out, which led to D.C. being unemployed for a period of approximately six months in 2021.

[15] In November 2021, D.C. found work as a manager [redacted]. At or around the same time, he was also hired as a support worker [redacted].

[16] On August 25, 2022, D.C. was hired by the Government of Yukon as a transitional support worker on a casual employee basis. He is now employed in the same capacity on an auxiliary on-call basis.

[17] As revealed by his tax documentation, D.C.'s total annual income from 2019 to 2024 was as follows:

2019:	\$98,748
2020:	\$254,070 (\$107,423 in employment income; \$15,293 in RRSP income; and \$131,354 in other income, presumably from the profit-sharing plan pay out)
2021:	\$56,884
2022:	\$79,637
2023:	\$133,998
2024:	\$141,958

Employment history of A.C.

[18] A.C. had contract work in the Philippines prior to having children. However, she took on the role of stay-at-home parent after the parties had children.

[19] After the family moved to Canada, A.C. found part-time employment as a cashier at a grocery store. She held that position from October 31, 2010, to August 4, 2023.

However, she took seven months of maternity leave when their last child was born. She

also took medical leave from July 30, 2019, to November 6, 2019, due to stress and anxiety caused by the separation and related financial uncertainty, as evidenced by the medical records filed in this proceeding. A.C. was laid off for a short period on April 2, 2021, [redacted]. She went back to work on May 28, 2021.

[20] Since July 2022, A.C. has been employed as a domestic and dietary aide, on an auxiliary on-call basis at [redacted] a [redacted] government facility. [redacted].

[21] Based on the tax documentation filed in this proceeding, A.C.'s total annual income from 2021 to 2023 was as follows:

2021:	\$24,288
2022:	\$38,123
2023:	\$71,579

[22] While not filed prior to the hearing, counsel for A.C. reported that her 2024 income was approximately \$54,000.

[23] A.C. states that she works between 28 to 35 hours per week. She adds that she cannot take on more hours because of her parental responsibilities towards A.L.C.

Court Proceedings

[24] On January 9, 2020, A.C. filed a Statement of Claim in this family matter. She also filed an application for custody and residence of the children, as well as child support and spousal support.

[25] On January 28, 2020, Chief Justice Veale, as he then was, granted custody and primary residence of the children to A.C. (the "2020 Order").

[26] The 2020 Order also contained provisions regarding child support and spousal support. Based on an annual income of \$105,735, as determined at the time, D.C. was ordered to pay \$1,579 per month in child support for D.G.C. and A.L.C., starting

July 1, 2019. He was also ordered to pay \$492 per month for S.D.C. from July 1, 2019, to June 1, 2020. In addition, D.C. was ordered to pay his pro-rated share of the costs associated with the children's volleyball and basketball. The parties were ordered to share their financial information annually for the purpose of adjusting child support on July 1 every year.

[27] As for spousal support, D.C. was ordered to pay the following:

...\$235 per month for further spousal support for a period of 1 year with the liberty to apply after that, commencing July 1, 2019, and so long as the Defendant continues to pay the mortgage obligation on the family home, the spousal support is satisfied at \$235 and will terminate on July 1, 2020.

[28] Although duly served with the statement of claim and application, D.C. did not respond to or appear in court to oppose A.C.'s application. In addition, he did not apply to have the order varied or adjusted in any way until the parties filed a consent order in 2023. D.C. states his inaction was due to the fact he was suffering from depression, was overwhelmed with his large debt and could not deal with his financial situation. D.C. states that all the payments he was responsible for after separation were not financially sustainable. D.C. states he experienced a lot of social embarrassment after his separation, which he believes may have contributed to him suffering from depression after his business venture with his partner did not work out. D.C. states that his symptoms included crying for no reason and not being able to deal with people. D.C. states he has been able to overcome his situation but has not fully recovered. D.C. filed evidence of mental health counselling sessions in 2024.

[29] The 2020 Order was registered with the Yukon Maintenance Enforcement Program (“MEP”), and enforcement measures were taken against D.C. over the years. D.C. still owes child support arrears.

[30] On July 28, 2023, the parties filed a Consent Order which provides that, based on an annual income for 2022 of \$79,637, D.C. shall pay child support for A.L.C. and D.G.C. in the amount of \$1,215.68 per month, starting July 1, 2023.

[31] In addition, the Consent Order provides that the parties are to exchange their financial information by May 15 each year, and that child support is to be adjusted accordingly on June 1 of every year.

[32] The Consent Order also provides that child support arrears are payable by D.C. at a rate of \$300 per month in addition to monthly child support for July and August 2023.

CHILD SUPPORT

Position of A.C.

[33] A.C. submits that child support remains payable for the two children of the marriage who continue to reside at home full time with her: D.G.C. and A.L.C.

[34] A.C. acknowledges that D.G.C. turned 19 years old in 2024, which is the age of majority in the Yukon. However, she submits that child support should continue for D.G.C. on the basis that he is unable to withdraw from her charge at this time because, even though he is not currently in school, he has an interest in pursuing full-time post-secondary education [redacted]; it is not uncommon for children to spend a year or two at home prior to attending post-secondary education; and, while he is working part-time,

he continues to rely on her for food, shelter, transportation, clothing and other necessities of life.

[35] A.C. submits that D.G.C. should be given a meaningful opportunity to attend post-secondary school or obtain full-time employment. Nonetheless, she agrees that child support should cease for D.G.C. if he is not engaged in post-secondary education and/or is not working full-time by the time he reaches the age of 21.

[36] A.C. acknowledges that courts have some discretion when determining whether overtime should form part of the payor parent's income for support purposes. However, she submits that D.C.'s overtime should be included in his income because his history of earnings reveals a pattern of working overtime. A.C. submits D.C. has the means to pay child support based on his total income and the children should benefit from their father's higher income.

[37] While, at first, A.C. was seeking that child support be adjusted retroactively to June 2023, her counsel acknowledged in oral submission that the Consent Order filed on July 28, 2023, already provided for an agreed upon monthly amount of child support up until June 1, 2024.

[38] A.C. also seeks an order that she be reimbursed for s. 7 expenses she incurred post-separation. She submits that, in accordance with the court orders, she is entitled to reimbursement from D.C. in the amount of \$1,735.69.

[39] A.C. adds that D.C. has failed to pay child support on time or in full since separation and that she had to rely on MEP to collect child support from his wages.

Position of D.C.

[40] D.C. acknowledges that child support is payable for A.L.C. In addition, he is agreeable to child support being payable for D.G.C. until the age of 20 years old. D.C. states that he wants to support his children, but that D.G.C. is at an age where he needs to take steps to become financially independent.

[41] D.C. submits that his total income, as reflected in his tax documentation, is inflated by the fact that he is working excessive overtime (40 to 80 hours of overtime biweekly) to catch up on his sizeable debts. D.C. submits that child support should be calculated on his regular work week salary, which, according to D.C., amounts to approximately \$70,000 annually, rather than on his total reported income, which includes overtime.

[42] D.C. adds that he does not have any guaranteed hours as an auxiliary-on-call and that he must be proactive to get additional hours when available. D.C. states he makes approximately \$6,000 net monthly with overtime. However, he lives paycheck to paycheck due to his extensive debts. He argues that paying support based on an income that includes overtime would greatly undermine his efforts to get back on his feet financially. D.C. states that he has health issues, and that his doctor warned him that he is at risk of a major health incident if he does not slow down. D.C. states that, as a result, he will not be able to continue working this much overtime for long.

[43] Finally, D.C. submits that, if he is found to owe any retroactive child support, a payment schedule that takes into consideration his capacity to pay should be established considering all the debts he has to service.

Analysis

[44] Two of the parties' children continue to reside primarily with A.C.: A.L.C. and D.G.C.

[45] The parties agree that child support is payable for A.L.C., who is still a minor and considered a child of the marriage under the *Divorce Act*, RSC, 1985, c 3 (2nd Supp) (the "Act").

[46] A.C. acknowledged that the Consent Order reflects the parties' agreement regarding the amount of monthly child support payments from July 1, 2023, to May 31, 2024. Therefore, the remaining issues with respect to determining child support back to June 1, 2024 are:

- a) Is D.G.C. still a "child of the marriage" for child support purposes?
- b) Should D.C.'s overtime be included in his annual income for child support purposes?

a) *Is D.G.C. still a "child of the marriage" for child support purposes?*

[47] Section 15.1(1) of the *Act* provides that child support may be payable for a "child of the marriage". A child of the marriage is a child of two spouses or former spouses who is either (i) under the age of majority and has not withdrawn from the charge of their parents or (ii) the age of majority or over and under their charge but unable by reason of illness, disability or other cause, to withdraw from their charge or to obtain the necessities of life. (s. 2 – definition of "child of the marriage")

[48] D.G.C. turned 19 years old in 2024, which is the age of majority in the Yukon. He graduated from high school in June 2023. A.C. states that D.G.C. continues to live with her and relies on her support to obtain the necessities of life.

[49] The evidence reveals that, while D.G.C. is contemplating post-secondary studies [redacted], he has not been enrolled in part-time or full-time post-secondary studies since he finished high school. A.C. explained that D.G.C. has not applied to a post-secondary dedicated [redacted] program yet because the cost of attending a program outside the Yukon is high. A.C. states that she needs to have a better sense of her financial situation after this family matter is concluded to determine whether she will be able to assist him in that regard. However, there is no evidence that either D.G.C. or A.C. have looked into or canvassed the availability of grants and/or student loans that D.G.C. could obtain to pursue an out-of-territory [redacted] program. D.G.C. works part-time in retail, but neither his income nor his expenses are in evidence before the Court. According to A.C., despite D.G.C. having part-time work, he relies on her vehicle for transportation and does not contribute any money towards his living expenses, except to buy some of his clothes.

[50] I note, there is no evidence of any illness, disability or other cause that would preclude D.G.C. from working full time. In addition, there is no evidence that D.G.C. is engaged in unpaid or volunteer activities to further an application to a post-secondary program or apprenticeship.

[51] I acknowledge it would be unrealistic to expect young people to become self-sufficient right after finishing high school. Also, I acknowledge it is not uncommon for young people to take a gap year after finishing high school or to be in need of financial support during their transition between high school and entering the workforce.

[52] However, in my view, A.C. has not shown any reason why D.G.C. could not withdraw from her charge by age 20. Therefore, I find that, effective the day D.G.C.

turned 20 years old, he was no longer a “child of the marriage” for child support purposes. As of June 1, 2025, child support is only payable for A.L.C.

b) Should D.C.’s overtime be included in his annual income for child support purposes?

[53] In 2021, D.C. was hired by the Government of Yukon as a transitional support worker on a casual basis. In 2022, his status changed to auxiliary-on-call.

[54] It is not disputed that, as an auxiliary on-call, D.C.’ s annual income amounts to approximately \$70,000, based on a regular 40-hour work week. Also, it is not disputed that D.C. worked extensive overtime hours to generate an income of \$133,998 in 2023 and \$141,958 in 2024, as revealed by his tax documentation.

[55] Child support is the right of the child. After separation, parents have a legal obligation to continue to support their children in a manner that is commensurate to their ability to do so.

[56] A parent’s income for child support purposes is determined in accordance with ss. 15 to 20 of the *Federal Child Support Guidelines*, SOR/97-175 (the “*Guidelines*”). Sections 16 and 17 are of particular relevance to the circumstances of this case and arguments of the parties.

[57] Section 16 provides that:

Subject to sections 17 to 20, a spouse’s annual income is determined using the sources of income set out under the heading “Total income” in the T1 General form issued by the Canada Revenue Agency and is adjusted in accordance with Schedule III.

[58] As a result, prospective child support calculations are generally based on the parent’s previous year’s income, as revealed by the parent’s income tax information.

[59] Section 17(1) affords the court discretion to depart from the total income, as revealed by the tax documentation, if it is of the opinion that it would not be the fairest determination of that parent's income. In those circumstances, the court:

(...) may have regard to the spouse's income over the last three years and determine an amount that is fair and reasonable in light of any pattern of income, fluctuation in income or receipt of a non-recurring amount during those years.

[60] Based on the confirmation of employment letter filed in evidence, D.C. is employed as a transitional support worker [redacted] in an auxiliary on-call position (80 hours bi-weekly) and is paid at an hourly rate of \$37.02. This hourly rate at 80 hours bi-weekly generates an annual income of approximately \$77,000, which is comparable to what D.C. earned in 2022 (\$79,637).

[61] D.C.'s 2023 and 2024 reported incomes reveal he worked much more than 40 hours a week over the past two years, and, as a result, has been able to generate an annual income almost double his regular pay.

[62] D.C. does not state that overtime is no longer available to him. As I understand D.C.'s evidence, while overtime hours are not guaranteed, overtime remains available to D.C., if he chooses and is able to avail himself of that option. Instead, D.C. states that he has worked as much overtime as he has over the past few years to dig himself out of the difficult financial situation he has been in for many years, but his health issues will not allow him to work as much in the future. It is my understanding that D.C. has been diagnosed with [redacted] a number of years ago.

[63] It is not contested that D.C. accumulated extensive debts over the years that he must repay. I made findings regarding the nature of, at least, some of those debts in my

decision regarding the parties' division of assets. Nonetheless, D.C. has been able to conclude arrangements with, at least, two of his creditors. The amount he owes to the Canada Revenue Agency ("CRA"), approximately \$16,000, is to be repaid in the following manner: CRA will retain all tax refunds D.C. would otherwise be entitled to until his CRA debt is paid in full. D.C. also has an arrangement with the Bank of Montreal ("BMO") to repay his outstanding vehicle loan (approximately \$17,000) through monthly payments of \$300. In 2023, the Canadian Imperial Bank of Commerce ("CIBC") obtained a default judgment against D.C. in the amount of \$40,938.78 plus interest. At the time of the hearing, D.C. had yet to conclude a payment arrangement with CIBC. However, he was hopeful he would be able to pay part or all this debt once the issue of division of assets was determined and the house sold.

[64] D.C. also asserts he borrowed money from one of his sisters over the years (for a total of, approximately, \$20,000) and a friend (approximately \$15,000 in cash) when he needed help financially. Letters, rather than affidavits, from D.C.'s sister and friend stating they lent him money were filed in evidence. I note that evidence of e-transfers from D.C.'s sister to D.C. amounting to \$8,000 was filed to support the extent of D.C.'s debt to his sister. No such evidence was filed with respect to the debt he would owe to his friend. D.C. states he makes payments towards these personal loans whenever he can. However, D.C.'s banking records do not show money being transferred to his sister and/or friend. D.C. explained at the hearing that he is unable to manage his money and repayment of his debts on his own due to his mental health issues. For that reason, he transfers his pay or part of his pay to his partner who manages his payments for him.

However, D.C. did not file any bank statements from his partner in support of his assertion that she makes those payments for him.

[65] In addition, at the time of the hearing, D.C. owed approximately \$9,000 in child support arrears. D.C. has requested an order that allows him to pay his child support arrears through set monthly payments.

[66] D.C. states he started residing with his current partner in April 2020. They rent a house together. His partner also works for the government as an auxiliary on-call. However, her annual income is unknown. [redacted].

[67] At the hearing, D.C. stated that he is responsible to pay for their rent, which amounts to \$2,244 per month, whereas his partner is responsible for other shared expenses such as electricity, phone, groceries, and insurance for the vehicles. I allowed D.C. to file an additional affidavit after the hearing, to set out his monthly expenses, in support of his submissions, which he did. However, the additional affidavit assigns to D.C. a much greater share of the couple's living expenses than first relayed to the Court at the hearing. In his affidavit No. 7, D.C. identifies being solely responsible for rent (\$2,244), groceries (\$1,000), gas (\$400), and car insurance for his and his partner's respective vehicles (\$230), for a total of \$3,874 per month in living expenses. D.C.'s partner is identified as being responsible for electricity (\$400 in average), phone (which appears very expensive at \$700 a month even for three people), NorthwTel (\$163), as well as health and life insurances (\$200), for a total of \$1,463 per month. It is unclear whether the amounts identified for toiletries (\$500), and clothing (\$300) for which D.C.'s partner is responsible, include D.C.'s expenses because an amount of \$1,000 is listed under his name for medications and other personal essentials. All the other expenses

listed for D.C.'s partner relate to entertainment, subscriptions, restaurants, planned travel, and pet expenses for her [redacted] dog, which total: \$1,950 per month. In addition, D.C.'s budget sets aside \$2,500 per month for the payment of debts, in addition to the amount of \$300 he pays monthly to BMO on his vehicle loan. While many of the expenses listed by D.C. appear reasonable, D.C. has not filed any invoices or banking records to substantiate his reported expenses (except for the lease), including the amount of \$2,500 per month he says he pays towards his debts and the amount of \$1,000 he pays for medication and other health services related to his employment, such as massages, etc. However, I acknowledge that, as an auxiliary on-call, D.C. does not have access to benefits offered to permanent government employees.

[68] In my view, considering the arrangements D.C. has been able to make with a number of his creditors; his history of earnings and overtime; the availability of overtime work; the lack of supporting evidence regarding some of the largest monthly expenses listed in his affidavit; the fact that his current living expenses may be shared with his partner with whom he resides and who is also gainfully employed; and the fact that child support may be adjusted annually to reflect fluctuations in D.C.'s annual income due to overtime; I am of the view that it is fair and reasonable to include overtime pay in determining D.C.'s income for the purpose of child support and that using his total income as reflected in his tax documentation for that purpose is appropriate.

Retroactive child support calculations

[69] The Consent Order sets the amount of monthly child support payable by D.C. from July 1, 2023, to May 31, 2024, at \$1,215.69 for D.G.C. and A.L.C, based on D.C.'s 2022 income of \$79,637.

[70] The Consent Order also provides that child support shall be adjusted on June 1, 2024, and thereafter every year, based on D.C.'s annual income tax information. However, the amount of child support was not adjusted in 2024 and 2025.

[71] Based on my findings that D.G.C. remained a child of the marriage until he turned 20 years old in 2025, and that D.C.'s total income, including overtime, shall be used for child support calculations, the amount of child support payable by D.C., from June 1, 2024 to May 31, 2025 for D.G.C. and A.L.C., based on his now known 2024 income of \$141,958 and the 2017 Federal Child Support Table for Yukon was: \$2,080.69 per month.

[72] I have come to the conclusion that using the Child Support Table amount is appropriate in determining the amount of child support due for both A.L.C. and D.G.C., despite the fact D.G.C. worked part-time during that period, because D.G.C. lived with A.C. full-time, she supported his living expenses, and D.C. agreed to pay child support for D.G.C. until he turned 20 years old.

[73] Therefore, there is a difference of \$865 per month between the amount D.C. was paying, as per the Consent Order (\$1,215.69), and the amount found to be payable (\$2,080.69). This difference amounts to a total of \$10,380 in additional child support due by D.C. from June 1, 2024, to May 31, 2025.

[74] Based on my finding that child support is only payable for A.L.C. starting June 1, 2025, the monthly amount of child support payable from June 1, 2025, to September 30, 2025, based on D.C.'s 2024 income of \$141,958 and the 2017 Federal Child Support Table for Yukon is \$1,301.24. Using the 2025 Federal Child Support Table for Yukon, which came into effect on October 1, 2025, for the period of October 1, 2025, to March 31, 2026, the monthly amount of child payable by D.C. is: \$1,309.81.

[75] The difference between the monthly amount D.C. was paying, as per the Consent Order, and the updated monthly amount to be paid, based on his 2024 income, therefore amounts to \$85.55, from June to September 2025, and \$94.12, from October 2025 to March 2026. This difference amounts to a total of \$906.92 in additional child support due by D.C. from June 1, 2025, to March 31, 2026, inclusively.

[76] Therefore, for the period starting June 1, 2024, and ending March 31, 2026, D.C. owes a total of \$11,286.92 in child support in addition to the monthly amount of child support provided in the Consent Order.

[77] Considering the arrears of child support that D.C. has already accumulated and his financial situation, I am of the view that a payment schedule for the arrears D.C. has accumulated up to the end of March 2026, is warranted and appropriate. I also find the monthly amount agreed to in the Consent Order for the payment of arrears appropriate. Therefore, starting April 1, 2026, and thereafter every first day of the month, D.C. shall pay \$300 per month towards his child support arrears, in addition to his monthly payment of child support for A.L.C., until his child support arrears are paid in full.

Prospective Child Support Calculations

[78] Prospective child support shall be paid by D.C. for A.L.C. based on his annual income, including overtime. Based on D.C.'s 2024 income of \$141,958, monthly child support in the amount of \$1,309.81 is payable for A.L.C. from April 1, 2026, to May 31, 2026.

[79] The parties shall exchange their income tax information by May 15, 2026, and by May 15 each year thereafter, for the purpose of adjusting child support starting June 1, 2026, and every June 1 thereafter, as long as child support remains payable for A.L.C., and for the purpose of determining the parties' pro rated share of s. 7 expenses for A.L.C., which I address next.

SPECIAL OR EXTRAORDINARY EXPENSES (S. 7 EXPENSES)

[80] The 2020 Order provided for a pro-rated sharing of volleyball and basketball costs for the children between the parties. The 2020 Order also provided that D.C. must continue to maintain medical insurance for the children.

[81] The Consent Order, filed on July 28, 2023, also provided for a pro rated sharing of s. 7 expenses for the children, with D.C. paying for 76% and A.C. paying for 24% of those expenses.

[82] A.C. filed receipts for s. 7 expenses dating back to 2021 that D.C. has not paid. However, the majority of these expenses do not relate to volleyball or basketball. As a result, I am not prepared to order that D.C. share in these costs because they were not covered by the 2020 Order. Nonetheless, I am of the view that the January 24, 2023, Arctic Winter Games fee of \$400 for D.G.C. is covered by the scope of the 2020 Order.

Pursuant to that Order and, based on the parties' respective incomes for 2023, D.C. should have paid 65% of that cost for a total of \$260.

[83] A.C. also claims a total of \$474.20 in volleyball related costs incurred in 2024 for A.L.C., for which she filed receipts. Based on the Consent Order, D.C. was responsible for 76% of these costs or \$360.39.

[84] As a result, D.C. shall pay to A.C., on or before June 30, 2026, the total sum of \$620.39 to cover his share of past s. 7 expenses.

Prospective s. 7 expenses

[85] Section 7 of the *Guidelines* provides that special and extraordinary expenses are shared by the parents in proportion to their respective incomes. As A.L.C. remains a child of the marriage, I am of the view that an order that the parties continue to share s. 7 expenses, as set out in para. 4 of the Consent Order, in proportion to their respective incomes is appropriate as the Consent Order appropriately reflects the scope and intent of s. 7 of the *Guidelines*, in light of the circumstances of the parties.

[86] From June 1, 2025, to May 31, 2026, based on D.C.'s 2024 income of \$141,958 and A.C.'s 2023 income of \$71,580 – as her 2024 was not filed– D.C. shall pay for 66% and A.C. shall pay for 34% of A.L.C.'s s. 7 expenses.

[87] The pro-rated sharing of s. 7 expenses for A.L.C. shall be adjusted to reflect the parties' respective annual incomes on June 1, 2026, and every June 1 thereafter, until child support is no longer payable for A.L.C.

RETROACTIVE SPOUSAL SUPPORT

[88] On December 16, 2025, I found that the 2020 Order awarding spousal support to A.C. was interim in nature because it was intended to secure hers and the children's

living situation while the parties finalized the terms of their separation and division of their assets.

[89] I found, based on the wording of the 2020 Order, that D.C. was ordered to pay spousal support to A.C. by paying their share of the mortgage payments on the family home. Also, I found that, for a period of one year, starting July 1, 2019, D.C. was ordered to pay an additional \$235 per month in spousal support to A.C.

[90] The 2020 Order also provided that A.C. was at liberty to apply for further spousal support, which she has done through this application for summary trial.

[91] At the hearing, counsel for A.C. confirmed that the additional monthly support of \$235 for one year had been collected through MEP. In addition, the evidence revealed that, up until October 2021, D.C. met his spousal support obligations by paying their share of the mortgage on the family home they jointly owned with R.M. The payments amounted to approximately \$900 per month. As the mortgage payments constituted spousal support, I found that D.C. was solely responsible for reimbursing R.M. for all the mortgage payments, related insurance costs and extra banking fees paid by R.M. after D.C. stopped paying his share of the mortgage payments in October 2021. In addition, I found that the amount due to R.M. was to be paid from D.C.'s share of the proceeds of the sale of the family home, which closed at the end of December 2025.

[92] As a result, I found that no retroactive spousal support was due by D.C. to A.C. I would add that, from June 2019 to the date of the 2020 Order, D.C. continued to make the monthly mortgage payments on the family home, even if, at the time, he was no longer residing at the family home and there was no court order compelling him to do so. In addition, he paid the electrical bill for the family home until November 2021.

PROSPECTIVE SPOUSAL SUPPORT

Position of A.C.

[93] A.C. submits that she is entitled to further spousal support on a compensatory and non-compensatory basis. She submits that the long-term nature of the relationship, the economic sacrifices she made, and the economic advantages experienced by D.C. because of the relationship, as well as the disparity of incomes and relative standard of living between them, support her position in that regard. A.C. also submits that an indefinite award with possibility for a review is warranted because of the length of the relationship.

[94] A.C. submits she is entitled to spousal support on a compensatory basis because she was the stay-at-home parent with the parties' four children and she did the bulk of the housework (cooking, cleaning, etc.) during the parties' 20-year relationship. She adds that she was able to return to part-time work because her mother helped her at home.

[95] A.C. submits spousal support is also payable on a non-compensatory basis due to the disparity in the parties' respective incomes and relative standard of living since separation. A.C. points out that D.C. is in a new relationship and has been living with his new partner since 2020. A.C. adds that his new partner is gainfully employed and that this reduces D.C.'s living expenses.

[96] A.C. states that, historically, she has earned between \$30,000 and \$40,000 annually. She adds that, after separation, she found herself in a very difficult and unstable financial situation.

[97] A.C. submits that she has done her best to improve her financial situation after the parties' separation while continuing to be the primary caregiver for the children. She states that, as an auxiliary on-call, she does not have guaranteed work hours. In addition, she submits A.L.C. resides with her full time and this limits her ability to take on more hours than she already does.

[98] A.C. adds that, throughout the relationship, the parties prioritized D.C.'s employment and career, and she cannot wind the clock back on all those years where she stayed at home for her family.

[99] A.C. submits the appropriate time to assess income for the purpose of spousal support is the time of the hearing not the historical date of separation. A.C. also submits that D.C. was and still is the higher income earner and that, even after leaving his lucrative employment as a manager [redacted], he recovered. In addition, she submits the appropriate manner to determine income for spousal support purposes is by reference to the tax documentation filed by the parties. Finally, A.C. submits that D.C. is able to pay his debts and pay support with the significant income he is making.

[100] A.C. submits that she has been the one primarily responsible for the children since separation and, considering the financial instability she has experienced since then, she is entitled to the higher end of the range provided by the Spousal Support Advisory Guidelines ("SSAGs") on compensatory and non-compensatory grounds, approximately \$1,300 by her calculations. A.C. submits this amount reflects the high end of the range provided by the DivorceMate calculations, using the with child support formula, which she filed in this proceeding. A.C. also submits that support should be

payable for an indefinite period with the possibility of variation and review, based on the length of the relationship

Position of D.C.

[101] D.C. is opposed to paying spousal support to A.C. going forward.

[102] D.C. reiterated that his overtime should not be included in the determination of his income for spousal support purposes because his health does not allow him to continue working as much as he has in the past few years. D.C. submits he has been warned by his doctor that his health is declining and that he needs to slow down and take care of himself. D.C. reiterated that the reason he has put in extensive overtime is to pay his large debts, and that it would be unreasonable to calculate spousal support on an income that requires him to work essentially close to double the regular 40-hour work week.

[103] D.C. submits that A.C. can support herself. He points out that, as an auxiliary on-call, A.C. is employed in the same capacity as he is with the Yukon Government. D.C. argues that A.C. can and is able to work full time and generate the same annual income as his, approximately \$70,000, based on a 40-hour work week. D.C. submits there is nothing that prevents A.C. from working overtime as well if she wishes to increase her income considering A.L.C. is a teenager and more independent.

[104] D.C. submits that the Court should also consider he paid more than the mortgage between June 2019 and November 2021. D.C. submits he paid for their share of the electricity bill for the family home and for S.D.C. and D.G.C.'s phone bills until November 2021.

Analysis

[105] Spousal support is intended, alongside other measures, such as division of property and assets, to ensure a “fair and equitable distribution of resources to alleviate the economic consequences of marriage or marriage breakdown for both spouses” (*Moge v Moge*, [1992] 3 SCR 813 (“*Moge*”), at 849).

[106] The objectives of spousal support are set out at s. 15.2(6) of the *Act*:

(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.

[107] As stated in *Moge* at 852:

All four of the objectives defined in the *Act* must be taken into account when spousal support is claimed or an order for spousal support is sought to be varied. No single objective is paramount. The fact that one of the objectives, such as economic self-sufficiency, has been attained does not necessarily dispose of the matter.

[108] In assessing whether to make a spousal support order, a court must consider:

s. 15.2(4) (...) 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.

[109] In addition, s. 15.3(1) directs that child support has priority over spousal support.

[110] The first question to assess is whether a spouse is entitled to support.

Entitlement to spousal support may be based upon compensatory, non-compensatory (or needs-based) and/or contractual grounds.

[111] In this case, A.C. claims entitlement on a compensatory and non-compensatory basis.

[112] Compensatory support relates primarily to the first two objectives set out in s. 15.2(6). It “is meant to recognize the value of non-monetary contributions to a marriage and seeks to alleviate the economic loss of a spouse who has been disadvantaged by his or her role in the marriage, often because of long interruptions in employment to take on parenting or domestic responsibilities” (*Keen v Christian-Keen*, 2015 ABCA 314 (“*Keen*”), at para. 11).

[113] Non-compensatory support relates primarily to the last two objectives set out in s. 15.2(6). It “is intended to alleviate economic hardship arising from the breakdown of the marriage. The focus here is not on compensation for what the spouses have contributed to or gained from the marriage but rather on post-marital need” (*Keen* at para. 12 referring to *Moge* at 878).

Grounds for spousal support

[114] In my view, at this stage, A.C.’s entitlement to continued support is mainly compensatory.

[115] The parties were young when they entered into a relationship, married and had their first child. The evidence reveals that A.C. took on primary childcare and household responsibilities during the parties' 20-year marriage. She stayed in the Philippines with the children while D.C. came to Canada and found stable employment with advancement opportunities. D.C. remained employed [redacted] and was promoted to a managerial position during the relationship. As for A.C., she continued to assume primary childcare and household responsibilities even after the family moved to Canada. Nonetheless, the help she received from her mother at home allowed A.C. to secure part-time employment as a cashier at a grocery store. I note that A.C. went on maternity leave when A.L.C. was born. I accept that, during this lengthy period away from full-time employment, A.C. lost the potential to acquire job seniority and security as well as related employment benefits. As a result, while there is no evidence that A.C. gave up a particular career path or opportunities, I am of the view that she has been and continues to be economically disadvantaged by the role and responsibilities she took on during the parties' lengthy relationship.

[116] In addition, I accept that D.C. benefitted from A.C.'s role as the primary caregiver for the children and homemaker, which allowed him to secure full-time employment, related-work benefits and access to promotions where he worked. I also accept that D.C.'s decision to leave his employment in the aftermath of the separation does not negate all the benefits that can be attributed to his more than a decade long history of full-time employment [redacted], even though there is no evidence before me that D.C. gained any particular or specialized expertise or training while working [redacted] to support his family financially.

[117] I accept that, at the time of separation, there was a clear financial and standard of living imbalance between the parties. D.C. was a manager [redacted] whereas A.C. was a part-time cashier at a grocery store with primary parenting responsibility and residence of the children of the marriage. As stated in my decision of December 16, 2025, the spousal support provision of the 2020 Order was clearly meant to address the financial uncertainty and imbalance arising from the separation and secure the living situation of A.C. and the children on an interim basis.

[118] However, the non-negligible equalization payment resulting from my decision on the parties' division of property and assets along with my Order that payment of spousal support arrears (made up of missed mortgage and related payments owed to R.M. between November 2021 and December 2025) be taken from D.C.'s share of the proceeds of the sale of the family home, significantly lessens A.C.'s entitlement to continued spousal support on non-compensatory grounds.

[119] I am also mindful of the fact that, after he left the family home in June 2019, but prior to the 2020 Order, D.C. continued to pay their share of the mortgage payments on the family home. He also continued to pay the electrical bill for the family home from June 2019 to November 2021.

[120] Since separation, A.C., [redacted] has made efforts to better her financial situation and attain self-sufficiency. She found employment, as an auxiliary on-call with the Yukon Government, which is more lucrative and offers more possibilities than the part-time cashier position she held during the marriage and after separation.

[121] While D.C.'s decision to leave [redacted] to start a business with his current partner did not lead to a successful outcome, he was nonetheless able to secure

employment with the Yukon Government in 2021. In addition, he resides with his current partner who is also gainfully employed and with whom he can share living expenses.

[122] Both parties now hold auxiliary on-call positions with the Yukon Government.

While D.C. filed evidence regarding his hourly rate, A.C. did not, making it more difficult to compare the earning potential of their respective positions with the government.

Nonetheless, based on the evidence before me, including their respective positions (transitional support worker for D.C.; domestic and dietary aide for A.C.) the main difference between their respective current incomes appears to be the number of hours they work.

[123] I accept that work hours are not guaranteed for auxiliary on-call positions, and that A.C.'s ability to accept work hours is limited by her current parental responsibilities towards A.L.C. Even if A.L.C. is a teenager, A.C., as the parent with primary parenting time and decision-making for A.L.C., cannot be expected to accept work around the clock that conflicts with her parental responsibilities. However, while A.C. does not have a new partner, she can count on the support of her parents, with whom, she says, she would like to buy a house when the financial issues raised by this family matter are determined.

Determination of D.C.'s income

[124] One of the issues raised by A.C.'s claim relates to the determination of D.C.'s income for spousal support purposes. A.C. argues that D.C.'s total income as revealed by his tax documentation should be used, whereas D.C. submits that the income generated through his extensive overtime work should not be considered for spousal support purposes.

[125] The caselaw reveals that, where overtime is a habitual or regular part of a spouse's earnings, it may be included in the determination of income for support purposes (*Hippe v Hippe*, 2024 AJ No. 709 ("*Hippe*"), at para. 61; *Gonzalex Fricke v Del Valle Rosado*, 2023 BCSC 1510, at para. 83).

[126] However, I accept that working at the pace D.C. has for the past two years (over 60 hours a week when 40 hours a week is considered a regular work week) considering his type of work and unpredictable work hours, is not sustainable for him health-wise in the long term. In addition, while child support is usually adjusted annually to reflect a parent's current ability to support their child, spousal support considers, among other things, income at the time the order is made. Spousal support may be varied when there is a material change in circumstances. However, in this case, D.C.'s health and work history are already before the Court.

[127] As a result, I agree with D.C. that it would be unreasonable to determine spousal support on an income that would force him to work extensive overtime for potentially an indefinite period considering the length of the marriage (*Hippe* at para. 62; *S(R) v S(T)*, 2005 NBBR 357, at paras 47-48, 50-51, 81; *Coghill v Michalko*, 2010 ABQB 59 at para. 71-72).

[128] Nonetheless, I find that D.C.'s history of work and earnings reveal a pattern of, at least, some overtime work. As a result, I find that some overtime may be considered for spousal support purposes and would establish his income at \$95,000 per year for that purpose.

What spousal support is A.C. entitled to receive?

[129] As stated earlier, while the provision of the 2020 Order regarding interim spousal support and the division of assets, have in my view, essentially met the objective of relieving the economic hardship A.C. faced due to the marriage breakdown, the objective of redressing the economic disadvantage related to her absence from full-time work due to her housework responsibilities and her role of primary caregiver remains ongoing.

[130] Also, the parties were married for 20 years, which would attract spousal support for an indefinite period with possibility for a review.

[131] As stated before, the parties are now both working for the Yukon Government as auxiliary on-call positions. They hold somewhat different positions, which may attract different hourly rates. Nonetheless, considering the evidence before me, the main difference between the parties' respective incomes currently appears to be attributable to the number of hours they work. Also, I note there is no evidence before me regarding the path to permanent employment status with the Yukon Government for either party.

[132] The SSAGs provide guidance in determining an appropriate spousal support award. DivorceMate calculations, with child support formula, which is a widely accepted tool to calculate spousal support in accordance with the *Act* and the SSAGs, suggest monthly spousal supports ranging from \$0 per month to \$290 per month, based on an annual income of \$95,000 for D.C., his current child support obligations and monthly payment of child support arrears, and on a fluctuating income for A.C. between \$54,000 and \$71,580, considering her current and foreseeable parental responsibilities.

[133] Considering the parties' 20 year long marriage; A.C.'s traditional role in the relationship; the age of the parties at separation (early forties); D.C.'s employment history; A.C.'s efforts to become self-sufficient since separation; the parties' respective employment and incomes; D.C.'s debts and his child support obligations balanced with the fact he may share his living expenses with his gainfully employed partner; the amount of interim spousal support awarded to A.C. in 2020; the contributions D.C. made after separation but prior to the 2020 Order; and the division of property and assets ordered on December 16, 2025, I am of the view that spousal support in the amount of \$200 per month shall be paid by D.C. to A.C., for an indefinite period, but with a review to take place when A.L.C. turns 19 years old, as, by then, A.C. will have received spousal support for more than 10 years, and her personal and employment situation may have changed. D.C.'s child support obligations for A.L.C. may also be different when A.L.C. reaches the age of majority.

CONCLUSION

Retroactive child support

[134] D.G.C. ceased to be a "child of the marriage" for child support purposes when he turned 20 years old in 2025.

[135] For the period of June 1, 2024, to March 31, 2026, D.C. shall pay a total of \$11,286.92 in retroactive child support (in addition to the amount of child support provided in the Consent Order) to A.C.

Payment schedule for child support arrears

[136] Starting April 1, 2026, and thereafter every first day of the month, D.C. shall pay \$300 per month towards his child support arrears, in addition to his ongoing monthly payment of child support for A.L.C., until his child support arrears are paid in full.

Prospective child support

[137] Based on D.C.'s 2024 income of \$141,958, D.C. shall pay child support to A.C. for A.L.C. in the amount of \$1,309.81 per month on April 1, 2026, and May 1, 2026.

[138] The parties shall exchange their income tax documentation by May 15, 2026, and every May 15 thereafter, for the purpose of adjusting monthly child support for A.L.C. from June 1, 2026 to May 31, 2027, and every June 1 thereafter, as long as A.L.C. remains a "child of the marriage" for child support purposes as well as for the purpose of adjusting the parties' pro rated share of s. 7 expenses for A.L.C.

Special or extraordinary expenses (s. 7 expenses)

[139] On or before June 30, 2026, D.C. shall pay to A.C. a total of \$620.39 to cover his share of past s. 7 expenses for the children.

[140] The parties shall continue to share s. 7 expenses for A.L.C., for the expenses set out in para. 4 of the Consent Order, in proportion to their respective incomes, as long as A.L.C. remains a "child of the marriage" for child support purposes.

[141] From June 1, 2025, to May 31, 2026, based on D.C.'s 2024 income of \$141,958 and A.C.'s 2023 income of \$71,580 – as her 2024 was not filed at the hearing – D.C. shall pay for 66% and A.C. shall pay for 34% s. 7 expenses for A.L.C.

[142] The pro-rated sharing of s. 7 expenses for A.L.C. shall be adjusted to reflect the parties' respective annual incomes on June 1, 2026, and every June 1 thereafter until child support is no longer payable for A.L.C.

Retroactive spousal support

[143] No retroactive spousal support is due by D.C. to A.C.

Prospective spousal support

[144] D.C. shall pay spousal support to A.C. in the amount of \$200 per month starting on April 1, 2026, and thereafter every first day of the month, for an indefinite period, but with a review when A.L.C. turns 19 years old.

Release and Costs

[145] The release order sought by A.C. and the issue of costs may be discussed in case management.

CAMPBELL J.