

# IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Smith (Smiths IP) v. Salloum*,  
2025 BCSC 397

Date: 20250311  
Docket: L240086  
Registry: Vancouver

Between:

**Paul Smith c.o.b.a. Smiths IP and Paul Raymond Smith d.b.a. Smiths IP,  
Barristers and Solicitors, Patent and Trademark Agents,  
and Andy Chow and Karen Chow**

Claimants/Creditors

And

**Nuha Salloum and  
CICC College of Immigration and Citizenship Consultants Corp.**

Respondents/Debtors

Before: Associate Judge Harper

## Reasons for Judgment

The Claimant/Creditor, Paul Smith,  
appearing in person and on behalf of the  
Claimants/Creditors, Andy Chow and Karen  
Chow:

P. Smith

The Respondent/Debtor, Nuha Salloum,  
appearing in person and on behalf of the  
Respondent/Debtor, CICC College of  
Immigration and Citizenship Consultants  
Corp.:

N. Salloum

Place and Date of Hearing:

Vancouver, B.C.  
January 23, 2025

Place and Date of Judgment:

Vancouver, B.C.  
March 11, 2025

**Table of Contents**

**INTRODUCTION ..... 3**

**THE EXAMINATION..... 4**

    a) The income and property of Ms. Salloum ..... 5

    b) The debts owed to and by Ms. Salloum..... 5

    c) The disposal Ms. Salloum has made of any property ..... 5

    d) The means Ms. Salloum has, has had, or in the future may have, of satisfying  
        the order ..... 6

**DECISION..... 6**

**SUMMARY OF ORDERS ..... 7**

**Introduction**

[1] These are my reasons for judgment regarding a subpoena to debtor issued by the claimants/creditors, Paul Smith (c.o.b.a. Smiths IP an Paul Raymond Smith d.b.a. Smiths IP, Barristers and Solicitors, Patent and Trademark Agents), and Andy Chow and Karen Chow (collectively, the “creditors”), against the respondents/debtors, Nuha Salloum and CICC College of Immigration and Citizenship Consultant Corp. (“CICC”) (collectively, the “debtors”), pursuant to Rule 13-3 of the *Supreme Court Civil Rules*.

[2] The creditors obtained a costs award in the Court of Appeal against the debtors in the amount of \$23,442.41. A certificate of costs dated February 8, 2024 was issued in that amount. To that amount is added interest of \$497.91 and disbursements of \$87.00, making the total amount of the debt \$24,027.32. The debtors have paid nothing towards the debt. The creditors claim disbursements incurred related to the subpoena to debtor in the amount of \$607.29.

[3] Ms. Salloum was required by the subpoena to appear personally at the courthouse to be examined on oath. She also appeared on behalf of CICC, but the examination focussed solely on Ms. Salloum personally. Pursuant to Rule 13-3(4), the examination must take place before an examiner and must be on oath as to the following matters:

- a) the income and property of the debtor;
- b) the debts owed to and by the debtor;
- c) the disposal the debtor has made of any property, and
- d) the means the debtor has, or has had, on in future may have, of satisfying the order.

[4] Pursuant to Rule 13-3(11), at an examination, the examiner may

- (11) [...] make one or more of the following orders:
  - (a) for the payment of the debt by instalments;
  - (b) for the payment of the debt on or before a fixed date;
  - (c) varying or rescinding any previous order;

(d) for payment to be made to a registrar, to the creditor or to the creditor's lawyer;

(e) fixing the costs payable by the debtor without assessment,

and if the examiner is an associate judge or registrar, the order has the effect of an order made by the court and must be entered accordingly.

**The Examination**

[5] Ms. Salloum appeared before Registrar Gaily on August 16, 2024 and was cross-examined by Mr. Smith on behalf of the creditors.

[6] Registrar Gaily ordered that Ms. Salloum produce her 2022 and 2023 income tax returns and a copy of the promissory note for Vancity by September 13, 2024. In the event that Ms. Salloum was unable to obtain a copy of the promissory note, she was ordered to provide an affidavit to counsel for the creditors explaining why.

[7] Registrar Gaily adjourned the examination. The hearing came on before me on January 23, 2025. A transcript of the proceedings before Registrar Gaily formed part of the hearing record. The requisition Mr. Smith filed for the continuation of the examination notes that Registrar Gaily was not seized of the matter.

[8] In addition to being cross-examined by Mr. Smith, Ms. Salloum tendered evidence before Registrar Gaily by way of affidavit sworn August 8, 2024.

[9] At the examination hearing before me, Ms. Salloum submitted a large binder of documents. I have reviewed those documents. Virtually none of them are relevant for the determination I am required to make pursuant to Rule 13-3. Ms. Salloum seems to take the position that since she disputes the merits of the debt owing, she is not required to pay. This is incorrect. A subpoena to debtor is not a forum to dispute the merits of a judgment.

[10] As to Ms. Salloum's dispute as to which debtors are liable to pay the judgment, this dispute is irrelevant. The certificate of costs was issued against all debtors and they are jointly and severally liable for the debt.

a) The income and property of Ms. Salloum

[11] Ms. Salloum turned age 65 in February 2024. She had a disability pension with Canadian Pension Plan until age 65. Ms. Salloum's income is currently derived from Old Age Security and Guaranteed Income Supplement in the combined amount of \$908 per month and a monthly disability pension in the amount of \$257. Her total monthly income is therefore \$1,165.

[12] Ms. Salloum does not own any property. She lives alone at a condo on Seymour Street in Vancouver owned by her daughter. She admitted that since being sued in 2006, she has made a deliberate choice not to own any assets. As she put it in her testimony, she wants to live "free of responsibility".

[13] Ms. Salloum says she is a financial guarantor on her daughter's condominium.

b) The debts owed to and by Ms. Salloum

[14] Ms. Salloum says she owes \$70,000 in credit cards and \$185,000 to her daughter because of a previous mortgage with Vancity. Ms. Salloum says her daughter took out a line of credit with Vancity in order for Ms. Salloum to pay for legal fees. Ms. Salloum's daughter then transferred the line of credit to a second mortgage. Ms. Salloum's evidence of the amount she owes her daughter was confusing. She said at the hearing before Registrar Gaily that she gave her daughter a promissory note through Vancity for \$185,000. Ms. Salloum's daughter did not qualify on her own to borrow the \$185,000. Then, Ms. Salloum clarified that the promissory note was not to her daughter but to Vancity. She says she pays \$441 every two weeks towards the \$185,000 debt.

[15] Ms. Salloum has incurred, and continues to incur, debts for litigation expenses that she pays with credit cards, but those expenses are paid through balance protection insurance.

c) The disposal Ms. Salloum has made of any property

[16] There was no evidence that Ms. Salloum has disposed of any property.

- d) The means Ms. Salloum has, has had, or in the future may have, of satisfying the order

[17] Ms. Salloum does not pay anything to her daughter for rent. The daughter pays for all Ms. Salloum's groceries and all expenses associated with the condo. Ms. Salloum testified that she looked after her daughter all her life and now it's her daughter's turn to look after her mother.

[18] Ms. Salloum is separated from her husband. Because Ms. Salloum's income is low, she may have a spousal support claim against her husband. The amount of spousal support she is entitled to, if any, was not a subject of Mr. Smith's cross-examination. Ms. Salloum may also be entitled to a share of her former husband's pension. Ms. Salloum testified that her former husband pays her \$1,000 per month out of his pension for her insulin.

[19] Ms. Salloum is the executor of her mother's estate. Ms. Salloum says the estate does not have any money in it because a relative misappropriated it. There is apparently litigation arising from this allegation. It is not clear from the evidence what the status of the litigation is.

### **Decision**

[20] I accept that Ms. Salloum's income is limited. However, she has no living expenses. She pays towards the \$185,000 Vancity debt, but she must not prefer one creditor over another.

[21] Mr. Smith submits that Ms. Salloum should be ordered to pay \$500 per month.

[22] Given Ms. Salloum's minimal living expenses and the fact that she is preferring one creditor over another, I have determined that Ms. Salloum should pay a minimum of \$250 per month towards the debt.

[23] Pursuant to Rule 13-3(7), the examiner may adjourn an examination from time to time. Because Ms. Salloum's financial circumstances may change over time,

I will make an order that the examination be adjourned with leave to the creditors to reset the subpoena for hearing at any time after March 1, 2026.

[24] Pursuant to Rule 13-3(11)(e), the examiner may fix the costs payable by the debtor without assessment. Mr. Smith did not make submissions with respect to costs apart from the disbursements claimed of \$607.29. Accordingly, the costs will be fixed at \$607.29 for disbursements only with costs of the two days of the examination to be reserved to the next examiner.

**Summary of Orders**

[25] I make the following orders:

- a) Ms. Salloum will pay the debt by monthly instalments of \$250 commencing April 1, 2025 and continuing on the first day of each and every month thereafter until further order of the court, an associate judge, or a registrar;
- b) Ms. Salloum will make the payments required by this order to Mr. Smith in trust at his business address;
- c) Ms. Salloum will provide to Mr. Smith a copy of her 2024 income tax return forthwith after filing and any notice of assessment or reassessment for her 2024 income tax forthwith after receipt;
- d) disbursements in relation to the two examinations are fixed at \$607.29 and are added to the debt;
- e) the examination is adjourned with leave to the creditors to reset the subpoena for hearing at any time after March 1, 2026.
- f) Ms. Salloum’s signature on the formal order is dispensed with.

“Harper A.J.”