

CANADA / JUDGMENT

A.M. v. S.M.

2025 BCSC 590

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Supreme Court of British Columbia

DECIDED

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2025 BCSC 590 A.M. v. S.M.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

A.M. v. S.M.,

2025 BCSC 590

Date: 20250401

Docket: E57674

Registry: New Westminster

Between:

A.M.

Claimant

And

S.M.

Respondent

Before: The Honourable Justice Lamb

Reasons for Judgment

Counsel for the Claimant:

D.K. Smith

Counsel for the Respondent:

K.L. Pollitt

Place and Date of Hearing:

New Westminster, B.C.

February 20, 2025

Place and Date of Judgment:

New Westminster, B.C.

April 1, 2025

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Introduction

- [1] The parties to this family law action have brought cross-applications focused primarily on the question of whether their 23-year-old child who currently attends Kwantlen Polytechnic University ("KPU") remains a child of the marriage under the Divorce Act, R.S.C. 1985, c. 3 (2nd Supp.). The answer to this question has implications for retroactive and ongoing child support. The respondent also seeks orders to vary retroactively the amount of child support and that the claimant pay fines for failing to comply with various provisions of the final order in this matter.
- [2] By way of brief background, the parties were married on May 27, 2001 and separated on January 22, 2017. The parties have two children, both of whom have resided primarily with the respondent since separation:
- a) J.M.: DOB October 30, 2001; and
 - b) N.M.: DOB January 10, 2008.
- [3] The parties signed a separation agreement on August 12, 2019 and were divorced by final order made May 12, 2020. The final order included various consent orders based on the separation agreement in respect of parenting, child support and other financial matters related to the children. By consent, S.M. had primary residence of both children; A.M. had parenting time with N.M. on Wednesdays and Sundays, including overnight if N.M. agreed;

and J.M. was able to decide on the parenting time he would have with A.M. J.M. has had limited parenting time or contact with A.M. since the parties separated.

- [4] Based on A.M.'s income of \$60,000 as determined pursuant to the Federal Child Support Guidelines, SOR/97-175, the parties agreed he would pay child support of \$931 per month commencing April 1, 2019. Child support was subject to an annual review and variation, with the first review to occur on June 1, 2020. The parties were to exchange complete financial information under s. 21 of the Guidelines by June 1 each year. Despite these terms of the final order, the parties did not exchange financial information prior to 2024. A.M. has continued to pay \$931 per month in child support.
- [5] Each party seeks to vary the child support term of the final order. S.M. seeks to increase retroactively the amount of child support from January 1, 2021 to the present to reflect A.M.'s actual Guidelines income. A.M. seeks a finding that J.M. is not a child of the marriage after reaching the age of majority on October 30, 2020 and for reimbursement of child support paid for J.M. after that date. A.M. accepts that child support should be increased retroactively to January 1, 2021 if J.M. continues to be a child of the marriage and accepts S.M.'s calculation on that point. S.M. says any reduction in child support payable should be effective only from the date of the notice of application.
- [6] The primary issue to be decided on this application is whether J.M. continues to be a child of the marriage or whether he lost that status at some point. If he is eligible to receive child support after reaching the age of majority, then the amount of child support will have to be determined. The issue of fines can be addressed fairly succinctly.

Is J.M. a child of the marriage?

- [7] S.M. says J.M. remains a child of the marriage because he remains under her charge and is unable to withdraw from her charge because he is a post-secondary student with attention deficit hyperactive disorder ("ADHD"). A.M. does not acknowledge or accept the ADHD diagnosis and objects to the admissibility of reports tendered in support of that diagnosis. A.M. says the evidence does not establish that J.M. meets the definition of child of the marriage because he was not a full-time student with a defined career path and a demonstrated need for ongoing financial support. For the reasons that follow, I am satisfied that J.M. continues to be a child of the marriage and entitled to child support.

Legal framework

- [8] The parties agree on the legal framework that applies to this issue.
- [9] A child of the marriage is defined at s. 2(1) of the Divorce Act to include a child who is the age of majority or over and who is under the charge of the former spouses but "unable, by reason of illness, disability or other cause, to withdraw from their charge or obtain the necessities of life".

[10] The onus is on S.M. to prove on a balance of probabilities that J.M. fits within the Divorce Act definition, as she is the party who asserts that J.M. continues to be a child of the marriage: *S.A.H. v. I.B.L.*, 2018 BCSC 544 at para. 217; citing *Classen v. Anima*, 2011 BCSC 868.

[11] Where educational pursuits are the "other cause" advanced as the reason an adult child is unable to withdraw from their parents' charge, the court must consider two questions:

- a) Are the child's educational pursuits reasonable in light of all the child's circumstances?
- b) If the child's educational pursuits are reasonable, is it appropriate for the parents to finance them?

(See *Nordeen v. Nordeen*, 2013 BCCA 178 at para. 16.)

[12] As the Court of Appeal noted at para. 16 in *Nordeen*, these two questions can be complex and value-laden, and the following factors identified by Master Joyce in *Farden v. Farden* (1993), 48 R.F.L. (3d) 60, 1993 CanLII 2570 (B.C.S.C.), at 64-65 may assist in answering them:

- a) whether the child is in fact enrolled in a course of studies and whether it is a full-time or part-time course of studies;
- b) whether or not the child has applied for or is eligible for student loans or other financial assistance;
- c) the career plans of the child, i.e. whether the child has some reasonable and appropriate plan or simply going to college because there is nothing better to do;
- d) the ability of the child to contribute to his own support through part-time employment;
- e) the age of the child;
- f) the child's past academic performance, and whether the child is demonstrating success in the chosen course of studies;
- g) what plans the parents have made for the education of their children, particularly where those plans were made during cohabitation; and
- h) at least in the case of a mature child who has reached the age of majority, whether or not the child has unilaterally terminated a relationship from the parent from whom support is sought.

(the "Farden Factors")

- [13] However, the Court of Appeal in *Nordeen* cautioned against using the Farden factors as a checklist and clarified that they are not statutorily-mandated criteria: at para. 17. An adult child need not satisfy each of the Farden factors to qualify for ongoing financial support for educational pursuits: *Shaw v. Arndt*, 2016 BCCA 78 at para. 25. The court must conduct "an overall assessment as to whether the evidence supports a finding that the child is unable to withdraw from the charge of the parents": *K.K.S. v. J.S.S.*, 2019 BCSC 136 at para. 63.
- [14] Before turning to the analysis of the key question on this application, I will address an issue regarding the admissibility of certain documents and reports.

Admissibility of documents and reports

- [15] The evidence on this application consisted of affidavits made by the parties. J.M. did not make an affidavit. S.M. attached various documents and reports to her affidavit. A.M. objected to the admissibility of many of the attached documents on the basis that they were tendered for a hearsay purpose but S.M. failed to establish a hearsay exception. A.M. objected to the admissibility of various reports on the basis they were opinion evidence not prepared in accordance with the Supreme Court Family Rules and the authors of the reports were not made available for cross-examination as requested by A.M. A.M. accepted that some documents (including J.M.'s post-secondary transcripts and a behavioural consultation report prepared when J.M. was seven years old) should be admitted for the truth of their contents without requiring S.M. to prove they fall within the business records exception to the hearsay rule.
- [16] A.M. does not admit J.M. was diagnosed with ADHD and objects to the admissibility of a psychologist report appended to S.M.'s affidavit to establish the diagnosis. A.M.'s objections are valid, and the psychologist reports tendered by S.M. are not admissible to prove the opinions contained in the reports. That said, the fact that J.M. was assessed and that various recommendations were made for accommodations at elementary and high school is admissible and relevant to whether his progress in his post-secondary studies has been reasonable and whether it is appropriate for his parents to support his studies. Further, both parties gave evidence of their understanding of J.M.'s aptitudes and intellect, which affects his parents' pre-separation perspective on J.M.'s post-secondary pursuits (Farden factor (g)).
- [17] I am satisfied that I am able to make the necessary findings of fact to decide J.M.'s eligibility for child support without the reports that were excluded from evidence. Otherwise, I would have adjourned the application to allow the evidence to be adduced, because there is an indication that evidence to support J.M.'s ADHD diagnosis exists, including an ongoing prescription for ADHD medication: *K.K.S.* at para. 64; citing *Chahal v. Chahal*, 2018 BCSC 964 at paras. 1259-1261, *aff'd* 2020 BCCA 147, leave to appeal to SCC *ref'd*, 39312 (23 December 2020).

Analysis of J.M.'s status

- [18] I am satisfied that J.M. continues to be a child of the marriage. His educational pursuits viewed in context have been reasonable, and it is appropriate to expect the parties to continue to support him financially. Although J.M. has not followed a straight trajectory to self-sufficiency, I accept that his parents should be obliged to continue to support him financially.
- [19] Parents are often able to agree on whether an adult child continues to be a child of the marriage when pursuing post-secondary education. When they cannot, the court must decide whether it is reasonable in all the circumstances to impose an obligation on a parent for the ongoing financial support of their adult child over that parent's objection. The Farden factors may assist in that analysis, but each case turns on its own facts.
- [20] During their relationship, the parties recognized and hoped the children would pursue post-secondary education. Despite their limited means, they subscribed to RESP plans with C.S.T. Consultants Inc. for each child and made monthly contributions. Prior to separation, the parties did not discuss how much financial support they would give J.M. for post-secondary education beyond the RESP funds.
- [21] I infer that A.M. was willing to provide financial support for J.M.'s educational pursuits above and beyond the RESP funds, at least for full-time studies. Despite not knowing the details of J.M.'s post-secondary expenses and how or if the RESP funds covered such expenses, A.M. did not object to paying child support when he understood that J.M. was attending full-time university, demonstrating some willingness to provide financial support for J.M. during his post-secondary studies above and beyond the RESP.
- [22] J.M. is 23 years old. The path to his current course of studies at KPU has not been direct.
- [23] It is not clear from the evidence when J.M. graduated from high school, though I infer it was in June 2019. A.M. deposed that S.M. represented to him when they were negotiating the separation agreement signed in August 2019 that J.M. would be attending full-time university in the fall of 2019. In her reply affidavit, S.M. acknowledged some discussion of J.M.'s post-secondary attendance in the lead up to the separation agreement but denies representing that J.M. would attend full-time. S.M. did not dispute an anticipated post-secondary start date of the fall of 2019.
- [24] In September 2020 (shortly before his 19th birthday), J.M. enrolled at Simon Fraser University to pursue a Bachelor of Arts. In the spring of 2023, J.M. declared a major in linguistics. Although he was not ultimately successful in completing that program, I accept that it was a reasonable path for J.M. to pursue. The parties understood from psychoeducational testing J.M. had done as a child that he was gifted, at least in certain areas. The parties agree that J.M. demonstrated an interest and an affinity for languages. According to A.M., as a child, J.M. was fluent in English, French, Spanish, and Portuguese (which he taught himself), and he was working on Hungarian, Finnish and a local

Indigenous language. A.M. described J.M.'s language skills as "savant". J.M.'s high school transcript was not in evidence; however, S.M. deposes that she was frequently contacted by the school regarding J.M.'s poor grades, particularly in math. Obviously, J.M.'s high school grades were adequate to gain admission to SFU. In the circumstances, given J.M.'s aptitude for languages, it was reasonable for J.M. to pursue linguistic studies even if a defined career path was not obvious. I accept that a Bachelor of Arts could be a springboard to further study (including a teacher's certificate or a law degree) or qualify J.M. for jobs that require more than a high school diploma. At para. 29 in *Crout v. Crout*, 2011 BCSC 361, Justice Boyd accepted there was value to obtaining a General Arts degree even if a particular career path was not obvious. In this case, I accept that pursuing a Bachelor of Arts was a reasonable plan for J.M. to attempt to become self-sufficient.

[25] More complex is the question of whether it was appropriate to expect the parties to support J.M. financially all the way through his ultimately unsuccessful efforts at SFU. In the circumstances of this case, I am satisfied that ongoing financial support from his parents was appropriate because J.M. attained reasonable grades in the courses he completed, and his pace and persistence were not unreasonable when considered in context.

[26] A review of J.M.'s course of study at SFU leads me to conclude that it was appropriate to expect parental financial support at least until September 2024 when he started at KPU. J.M. was considered by SFU to be a full-time student in his first year when he successfully completed three courses in each of the fall 2020 semester and the winter 2021 semester. In his first year, he attained reasonable grades (especially as compared to the class average), and it was appropriate to expect J.M.'s parents to support him financially over his first year at SFU. In the fall of 2021, J.M. completed and passed two courses while living away from home for the first time. At that point, S.M. was devoting considerable time and effort to supporting N.M., who faced significant health challenges in the fall of 2021, which by necessary implication suggests she had less time to support J.M. In the spring 2022, J.M. enrolled in two courses but dropped out of one (according to his transcript) and returned home to live with his mother due to declining mental health and feelings of isolation, which negatively affected his studies. In my view, it is appropriate to expect J.M.'s parents would support him financially over his second year at SFU as he continued his studies while living independently for the first time.

[27] J.M.'s studies at SFU seemed potentially ill-fated in the fall of 2022 when he enrolled in two courses but completed only one course with a B+ grade. However, J.M. rebounded in the spring of 2023 by passing three courses (B+, C- and C+) and returning to full-time student status. In my view, it was appropriate to expect J.M.'s parents to continue to support him financially over this third year at SFU, especially in light of his encouraging grades and positive trajectory.

- [28] Reality hit in the fall of 2023 when J.M. enrolled in three courses but completed only one with a grade of B+. At that point, J.M. discontinued his studies at SFU and re-evaluated his plan.
- [29] I recognize that J.M. was a "full-time" student for only three of seven semesters at SFU. However, attending university part-time does not mean that J.M. was no longer a child of the marriage: K.K.S. at para. 28; citing *Jalil v. Jalil*, 2015 BCSC 567 at para. 37. Further, I am not prepared to conclude that J.M. was not seriously committed to his studies. I accept S.M.'s evidence that J.M. struggles with time management, and he relies upon her to keep him on track. J.M. enrolled in more courses than he completed and he struggled to keep up with the workload, especially when reading and writing assignments became more challenging. It is arguable that the parties should not have been expected to continue to support J.M.'s post-secondary schooling at a certain point, but even A.M. expressed confidence in J.M.'s abilities and capacity to succeed (though he was not exposed to J.M.'s day to day challenges). S.M. observed J.M.'s ongoing struggles with being forgetful, losing track of time and staying on schedule. S.M. also deposes that J.M. struggles with his "emotional health, including anxiety and depression". S.M. says J.M. frequently experiences panic attacks. I accept her observations as reliable, recognizing there is no formal diagnosis of any mental health condition or any opinion regarding the impact on J.M.'s studies.
- [30] In short, I would not describe J.M.'s progress as leisurely. Instead, I accept that he tried to take more courses than he ultimately completed and earned reasonable marks along the way.
- [31] That said, it was reasonable for J.M. to re-evaluate and change programs after the fall 2023 semester. At that point, it was no longer reasonable to continue in the linguistic studies at SFU and to expect his parents to support him financially. Viewed objectively, based on what was known at the time and not viewed through a retrospective lens, pursuing a Bachelor of Arts in linguistics was a reasonable plan until December 2023 when he enrolled in three courses (or potentially more that do not appear on his transcript) and completed only one.
- [32] I find J.M. remained a child of the marriage while transitioning to the horticulture program at KPU in the fall of 2024. Even if he had not returned to school in the fall of 2024, I would have found J.M. remained a child of the marriage until September 2024. As the Court of Appeal said at para. 76 of *Hartshorne v. Hartshorne*, 2010 BCCA 327, "it is not unusual for the courts to provide a grace period for children who have reached the age of majority and are not attending post-secondary education to make the transition to becoming financially independent of their parent(s)".
- [33] I am satisfied that J.M.'s current course of study at KPU is reasonable in light of his interests, his learning style and his demonstrated success, and his parents should be expected to continue to support him on his path toward financial independence. J.M. completed four courses at KPU in the fall 2024 semester for a total of ten credit hours. His GPA was 3.83, and he made the Dean's Honour Roll. As of January 20, 2025, J.M. was enrolled in four courses at

KPU for a total of 12 credit hours. KPU considers a student enrolled in nine or more credit hours to be full-time at KPU.

- [34] There is no specific career plan identified in the evidence, but I infer that J.M. intends to pursue a career in horticulture, consistent with his interest in sustainable living. Since 2022, J.M. has worked part-time with West Coast Seeds in Ladner, BC, and he is an active member of the Bonsai Society in Richmond. Evidence regarding the type of program J.M. seeks to complete at KPU or what career opportunities might be available upon graduation was not available. S.M. anticipates J.M. will graduate after the spring or summer 2026 semester, which would make him 24 years old. In my view, J.M. is still within the margin of youth for which it is appropriate to impose a financial obligation on his parents to help him become self-sufficient.
- [35] There is very limited information regarding J.M.'s ability to contribute to his own support nor his actual needs. There was no budget outlining his income and expenses in evidence, and no income tax returns to verify his earnings.
- [36] In terms of J.M.'s earnings, according to S.M., J.M. has been employed with West Coast Seeds since 2022. He works "when his academic schedule permits". He works on average once per week during the school year and approximately three times per week during the summer. Shifts range from four to six hours in length, and he earns \$20 per hour. There was no evidence about the availability of bursaries or student loans, but a child is not required to exhaust every avenue of financing: *Harrison v. Harrison*, 2014 BCSC 1220 at para. 51. The amount remaining in J.M.'s RESP and what use has been made of the RESP funds paid out and held by S.M. was not in evidence.
- [37] In terms of his expenses, S.M. deposes that J.M. has lived with her since separation, other than a seven-month period from September 2021 to March 2022 when S.M. paid his living expenses of \$550 per month. Otherwise, S.M. continues to pay J.M.'s living expenses, including housing, food, vehicle, insurance, and cellphone. Her F8 financial statement sets out what she pays for herself and the children in these categories. J.M.'s employment income allows him to pay for discretionary spending such as his clothing, entertainment and transportation, ranging from \$300 to \$500 per month.
- [38] The final Farden factor considers the adult child's relationship with the payor parent. J.M.'s current relationship with A.M. is limited. That said, A.M. acknowledges this factor should not weigh significantly in the analysis given the history of their relationship. Even without A.M.'s concession, I would not have weighed this Farden factor against J.M.'s eligibility for child support, as any estrangement could reasonably be attributed in large part to A.M.'s conduct.

- [39] In summary, S.M. has discharged the onus on her to establish that J.M. continues to be a child of the marriage despite reaching the age of majority. I am satisfied the J.M. remains eligible for child support. J.M. has not been able to withdraw from his mother's charge due to his ongoing post-secondary studies. Although it would have been preferable if additional financial information had been filed on this application, I accept that J.M. would not have been able to support himself financially while continuing his studies at SFU and KPU.
- [40] In her notice of application, S.M. sought a declaration that J.M. continues to be a child of the marriage "until further order of the court or written agreement between the parties". Ideally, based on the findings I have made, the parties will be able to agree when J.M. ceases to be a child of the marriage. S.M. or J.M. should continue to provide A.M. with copies of J.M.'s transcripts and should provide copies of J.M.'s income tax returns or proof of his employment income. If the parties cannot agree, then a further court application will be required, but the obligation to apply should not automatically fall on A.M.

What amount of child support is payable for J.M.?

- [41] I find that child support for J.M. since October 2020 should be paid based on A.M.'s Guidelines income.
- [42] Once a child over the age of majority is confirmed to be a child of the marriage, s. 3(2) of the Guidelines provides that the amount of the child payable (unless otherwise provided under the Guidelines) is:
- a) the amount determined by applying the Guidelines as if the child were under the age of majority; or
 - b) if the court considers that approach to be inappropriate, the amount the court considers appropriate, having regard to the condition, means, needs and other circumstances of the child and the financial ability of each spouse to contribute to the support of the child.
- [43] Whether child support is awarded under s. 3(2)(a) or 3(2)(b) is within the discretion of the court and depends on the circumstances: *De Beck v. De Beck*, 2012 BCCA 465 at para. 56. In *De Beck*, the Court of Appeal found it was reasonable to award child support in the usual Guidelines amount under s. 3(2)(a) where the adult children's dependency on their father came in the form of living with him while attending post-secondary school in the same community, where the adult children paid some of their personal expenses from their own earnings and the father covered their housing and food costs.
- [44] I find the factual circumstances in *De Beck* to be analogous, and child support for J.M. should be paid in the usual Guidelines table amount pursuant to s. 3(2)(a) of the Guidelines. In this case, S.M. continues to cover all J.M.'s living costs while he resides with her, including housing, food, vehicle and cell phone. J.M. uses his earnings from his employment to pay for discretionary spending such as clothing, entertainment and transportation ranging from \$300 to \$500 per month.

- [45] While it would have been preferable to have more financial information about J.M.'s expenses and income, the incremental child support for J.M. based on A.M.'s Guidelines income is in the range of \$500. I am satisfied based on the expenses in S.M.'s F8 financial statement that child support for J.M. likely covers less than half of his living expenses. By comparison, A.M. reports on his F8 Financial statement that he pays \$1320 per month for his spouse's adult child without providing any further details. In this context, incremental child support in the range of \$500 per month to support his own child while J.M. remains a child of the marriage strikes me as reasonable.
- [46] I recognize there was a seven-month period from September 2021 to March 2022 when J.M. lived away from home and S.M. paid approximately \$550 per month for most of J.M.'s living expenses during the week, which might be a basis for a different amount of child support for that period. However, S.M. did not seek reimbursement from A.M. for his share of this extraordinary expense. Based on their respective incomes, A.M. would have been required to pay approximately 75% of J.M.'s extraordinary expenses. The difference between A.M.'s share of that extraordinary expense and the usual Guidelines amount for those seven months does not justify changing child support.
- [47] The other financial factor that may affect prospective child support payable is J.M.'s RESP. To date, J.M.'s RESP funds with C.S.T. Consultants Inc. have been used each semester to pay tuition and sometimes to pay for books. It is unclear what amount remains in J.M.'s RESP held by C.S.T. Consultants Inc. and whether those funds could be used for living expenses. No actual account statements from C.S.T. Consultants Inc. were in evidence, only an illustration of the projected value of J.M.'s RESP based on contributions and grants received that was attached to the parties' 2019 separation agreement. Similarly, there was little evidence regarding the principal amount of J.M.'s RESP that was paid out to S.M. when J.M. began his studies at SFU: it is unclear how the principal has been spent or how J.M. intends to apply the remaining RESP principal (approximately \$20,000 held in trust by S.M.) to his education-related expenses (including living expenses). I accept it was not unreasonable to be cautious with those funds until J.M. had established a definitive education plan. However, it is also not unreasonable for S.M. and J.M. to account for the remaining RESP funds and potentially partially off-set J.M.'s living expenses as he completes his program at KPU. If the parties are not able to agree on how to account for the RESP prospectively, then the parties have leave to seek to review the issue of the amount of child support payable. On such an appearance, I would expect S.M. to provide a current RESP statement from C.S.T. Consultants Inc. and some evidence as to how the RESP funds have been and will be spent.
- [48] As noted, A.M. does not take issue with S.M.'s calculation of retroactive child support to January 1, 2021, based on his Guidelines income for two children. A.M. shall pay \$19,538.36 for retroactive child support. A.M.'s counsel advised that he would prefer not to pay an award for retroactive child support in a lump sum but did not propose terms. In these circumstances, I am not inclined to prescribe any terms for payment of the retroactive award. There would be no lump sum award for retroactive child support if A.M. had

provided updated financial information and child support had been adjusted annually as required by the final order. For context, the lump sum award is equal to approximately two thirds of S.M.'s 2023 Line 15000 income, i.e., a relatively significant amount to her. A.M.'s F8 financial statement reflects financial assets exceeding \$20,000 (albeit in a joint account with his spouse) and (as noted earlier) can afford to pay \$1320 per month for rent for his spouse's adult child. Balancing these factors, I am not prepared to order a payment plan for A.M. S.M. has registered the child support order with BC Family Maintenance Agency, and BCFMA can address payment of the order for retroactive child support.

- [49] Based on his Guidelines income of \$91,992.21, A.M. shall pay child support of \$1415.30 on a go-forward basis, subject to any agreement of the parties to reduce the amount payable based on J.M.'s RESP (or otherwise) or further court order.

Fines and other relief

- [50] S.M. seeks orders pursuant to s. 230 of the Family Law Act, S.B.C. 2011, c. 25 that A.M. pay \$10,000 for expenses incurred and a fine or payment to her of \$5000 as a consequence of various alleged breaches by A.M. of the final order. I am satisfied that A.M. should pay \$1000 for failing to provide updated financial information from June 1, 2020 until June 2024, contrary to the final order. A.M.'s Guidelines income increased annually and significantly from the Guidelines income of \$60,000 set out in the separation agreement and final order. As noted, A.M.'s child support payments ought to have increased as of June 1, 2020 but did not. A.M. failed to fulfill his obligation to his children.
- [51] As for the other alleged breaches, S.M. concedes there are no unpaid s. 7 expenses. A.M. has rectified his failure to pay his share of N.M.'s RESP contributions, and I accept that his failure was due to a misunderstanding. I accept that A.M. did not breach the order with respect to providing medical coverage to J.M., as his extended health coverage provider terminated benefits for J.M. without A.M.'s knowledge. It may be that J.M. will qualify again for coverage now that he attends KPU on a full-time basis. Finally, there was no evidence that A.M. failed to pay his 50% share of extra health and dental expenses for the children.
- [52] S.M. has been substantially successful on this application and is entitled to her costs, payable within 60 days of today.

"Lamb J."

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