

CANADA / JUDGMENT

Aspirin v. Aspirin

2025 BCSC 1943

COURT

Supreme Court of British Columbia

DECIDED

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2025 BCSC 1943 Aspirin v. Aspirin

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Aspirin v. Aspirin,

2025 BCSC 1943

Date: 20251006

Docket: E61424

Registry: New Westminster

Between:

Ruth Esther Aspirin also known as Ruth Esther Khayad

Claimant

And

Samuel Orongan Aspirin

Respondent

Before: The Honourable Justice Walkem

Reasons for Judgment

The Claimant, appearing in person:

R.E. Aspirin

Counsel for the Respondent:

N. Nasser

Place and Dates of Trial:

Chilliwack, B.C.

April 29-30, 2025

May 1-2, 5-9, 2025

June 26-27, 2025

Place and Date of Judgment:

New Westminster, B.C.

October 6, 2025

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Introduction

[1] This trial arises after the breakdown of a relationship between the parties.

- [2] The respondent was represented by counsel. The claimant was self-represented at trial, though she had counsel at earlier stages of the proceeding. Several accommodations were made. A pre-trial case planning order required the respondent's case be presented first, followed by the claimant's, to assist the claimant to effectively present her case. The trial was stood down at several points to allow the claimant to seek advice from duty counsel or to allow time for procedure or law to be explained.
- [3] Though the claimant did her best, there were clear challenges. For example, her legal arguments were minimal and her evidence sometimes unclear. Further, the claimant provided incomplete disclosure, especially of her financial position, despite several orders of this Court.

Background

- [4] The parties are both originally from the Philippines. They share the Christian faith and met through their involvement in the Baptist Church. Their faith continues to be an important part of each of their lives.
- [5] The parties met in 2009, were married on March 19, 2011, and began to live together around that time. The parties had a rocky relationship. There were periods when they broke up and then reconciled, both before and after their marriage. According to the respondent, they fought because the claimant sent money to her family in the Philippines. According to the claimant, they fought because the respondent was controlling and often belittled her. Both parties agreed that they had difficulty communicating.
- [6] Their primary dispute concerns the parenting of their two children: E., born 2016, age 8, and M., born 2018, age 6 (collectively, the "Children").

Issues

- [7] Decisions are required on the following points:
- 1) the separation date;
 - 2) the existence and impact of family violence;
 - 2) parenting time and parental responsibilities;
 - 3) division of family assets and debt;
 - 4) support (child and spousal);
 - 5) travel with children;
 - 6) communication; and
 - 7) name change applications by the claimant (for herself and the Children).

Credibility

- [8] The factors to be considered when assessing credibility were summarized by Justice Dillon in *Bradshaw v. Stenner*, 2010 BCSC 1398 at para. 186, aff'd 2012 BCCA 296, as requiring "an assessment of the trustworthiness of a witness' testimony based upon the veracity or sincerity of a witness and the accuracy of the evidence that the witness provides." Factors relevant to assessing credibility include: the witness' ability and opportunity to observe events; their ability to resist influence to modify recollection; collateral evidence; whether testimony seems unreasonable or unlikely; and the presence of any motive to lie or stretch the truth: *Bradshaw* at para. 186.
- [9] In *Faryna v. Chorny*, [1952] 2 D.L.R. 354 at p. 357, 1951 CanLII 252 (B.C.C.A.), the Court of Appeal noted that: "the real test of the truth of the story of a witness must be its harmony with the preponderance of the probabilities which a practical and informed person would readily recognize as reasonable in that place and in those conditions."
- [10] I apply these principles to my assessment of the evidence, as set out below.
- [11] I did not find either party to be a completely honest or reliable witness. I find both parties' evidence to be evasive and less than forthright on certain issues. For example, I do not accept the respondent's account of the early days of the COVID-19 pandemic, when the claimant alleges that the respondent denied her access to the Children. I also find the respondent's memory to be selective when asked about instances when the claimant alleges that he belittled or verbally abused her. Similarly, I find the claimant's testimony evasive and less than forthcoming regarding her new partner, Mr. J., and their financial situation and businesses.
- [12] Where I have preferred the evidence of one party over the other, I discuss those instances below.

Separation Date

- [13] The parties disagree about when they separated. The respondent argues that the separation date was July 4, 2018, the day after their daughter M. was born. The claimant argues that their separation date was March 22, 2020, after which she no longer lived in the family home.
- [14] The claimant's original Notice of Family Claim listed the separation date as March 22, 2020. The respondent's Response to Family Claim listed July 3, 2018, as the separation date, and his counterclaim asserted that the couple had separated in or around July 2018.
- [15] At a Judicial Case Conference ("JCC") before Justice Lamb on June 9, 2021, the claimant, who had legal counsel at that time, agreed that the parties separated on July 3, 2018, the day M. was born. A day later, her counsel requested a change to July 4, 2018, as the claimant did not want their separation date to be recorded as M.'s birthday.

- [16] At trial, the claimant resiled from the agreement made at the JCC on the separation date. The claimant testified that she was emotional, and not thinking clearly, at the JCC.
- [17] The respondent relied on the consent agreement about the separation date reached at the JCC and pointed out that the claimant's pleadings were not amended to claim a different separation date, and that the claimant did not apply to vary the consent order.

Law and Analysis

- [18] The Canadian Judicial Council has given direction in the Statement of Principles on Self-represented Litigants and Accused Persons (2006) that a self-represented party should not be prejudiced solely because they did not understand or follow legal rules or procedure: at p. 7.
- [19] In principle, it is possible to set aside a consent order through an exercise of inherent jurisdiction without the "sterile routine" of commencing a separate action: *Esteghamat-Ardakani v. Taherkhani*, 2023 BCCA 290 at paras. 92-93, citing *Racz v. Mission (District)*, (1988) 22 B.C.L.R. (2d) 70 (C.A.) at para. 12, 1988 CanLII 2937 (B.C.C.A.). In *Esteghamat-Ardakani*, the Court of Appeal upheld the trial court's decision to rescind the consent dismissal order founded on a settlement agreement when it was discovered that a party had falsely represented the nature and extent of their property ownership: at paras. 126-127. The Court of Appeal reasoned that a consent order is a formal expression of an agreement between the parties, and that circumstances that justify the setting-aside or variation of the underlying agreement can ground the setting-aside or variation of the consent order. Such circumstances could include: "lack of authority of counsel, common mistake, fraud, collusion, duress and illegality": at para. 93, citing *Racz* at para. 8. See also: *Brar v. Kootenay Savings Credit Union*, 2023 BCCA 68 and *Zant v. Zant*, 2022 BCSC 2023.
- [20] In determining whether to set aside a consent order, the analysis should consider the grounds that the claimant put forward. Here, the claimant argued that the emotion and the pressure of the situation led to her not thinking clearly. Ordinary stress arising from litigation is not sufficient to rise to the level of "duress" in family law disputes: *O.K. v. I.C.M.*, 2023 BCSC 1469 at paras. 66-70.
- [21] The claimant's evidence was that she believed the parties were continuing to work on their relationship after the birth of M. They attended family and church activities together. In or around October 2018, they sought counselling from their pastor and his spouse, and advised of their intention to divorce.
- [22] The respondent claimed that parties slept in different rooms, were no longer intimate, operated separate bank accounts, and no longer made joint decisions from July 2018, onward. In October 2019, the claimant changed her name back to her maiden name on her driver's licence.

- [23] The claimant no longer lived in the family home after March 2020. Her evidence, detailed below, was that the respondent locked her out of the family home. This is the date the claimant argues should be counted as their separation date.
- [24] Under s. 8(3)(a) of the Divorce Act, R.S.C. 1985, c. 3 (2nd Supp.) [Divorce Act], spouses are "deemed to have lived separate and apart for any period during which they lived apart and either of them had the intention to live separate and apart from the other". A couple can continue to live under the same roof, but be separated, if their intention is to live separate and apart. The intent to separate does not have to be mutual: *McGrail v. McGrail*, 2016 BCSC 104 at para. 39.
- [25] The agreement made at the JCC addressed the separation date and set agreed upon dates for valuation of family property. Both parties were represented. The consent order made at the JCC appears to reflect efforts to settle key portions of the family law dispute between the parties without the need for a trial on those points.
- [26] I conclude that the separation date is July 4, 2018, as per the consent agreement between the parties. On the evidence before me, I cannot find the facts necessary to justify setting a different separation date than that consented to by the parties. That is, there is no evidence of duress or factors such as a failure to disclose information relevant to the agreement, fraud, or illegality.

Family Violence Allegations

- [27] Each party made allegations of family violence against the other. The respondent says the claimant struck him several times during arguments. The claimant alleges that the respondent was violent in his speech toward her, and was controlling and often belittled her, including because she did not make as much money or have the same level of education as he did.
- [28] The claimant testified about one occasion where she said the respondent urged her to commit suicide and belittled her because she could not physically breastfeed the Children beyond a short period of time. The claimant testified that the respondent told her it would be the "Christian thing to do" to commit suicide so that she did not further bother her family. On cross-examination, the respondent testified that he could not recall making those statements.
- [29] When cross-examined about these allegations, the claimant asserted that she had a recording of the respondent saying these things and was challenged about whether such a recording existed. The claimant said she had recently found a copy of the recording and was able to provide a copy. She had not provided a copy in document disclosure and testified that she could not locate it earlier. Given that she was challenged about the existence of the recording on cross-examination, and that both parties agreed it was a true recording, I admitted it. The respondent was given an opportunity to respond to the recording.

- [30] The original recording was in both English and Tagalog. Given costs of official translation, a process was agreed to, whereby the respondent transcribed and translated the recording. The claimant then reviewed the transcription and agreed that the respondent's transcription/translation was accurate.
- [31] Both parties agree that the recording was made after an argument and while the respondent was changing the diaper of M., who was then an infant. The respondent was speaking in a normal tone of voice. He said he was talking to himself, as a way of processing through his disagreement with the claimant. The claimant said that he was talking loud enough so that she could hear and record him, across the hall in a separate room. The respondent argues that there was no proof that M. could hear the words and points out that M. was an infant and not yet speaking at the time.
- [32] In or around early 2019, the claimant attended a police detachment and discussed the parties' relationship with an officer. On the claimant's evidence, it was unclear exactly what instances of alleged family violence she discussed with the police. The claimant says the officer volunteered to speak with the respondent, though no further action was taken. The claimant testified that she worried about impacting the respondent's job at the Canada Revenue Agency, and their family's finances and standing, so she did not want to file a formal police complaint.

Law and Analysis

- [33] Section 2(1) of the Divorce Act defines family violence as:

any conduct, whether or not the conduct constitutes a criminal offence, by a family member towards another family member, that is violent or threatening or that constitutes a pattern of coercive and controlling behaviour or that causes that other family member to fear for their own safety or for that of another person -- and in the case of a child, the direct or indirect exposure to such conduct

- [34] Family violence includes psychological abuse: s. 2(1)(f).

- [35] When making decisions about a child, a court must consider the impact of family violence on the ability or willingness of a party to care for and meet the needs of a child, and also the appropriateness of such an order if it would require the parties to cooperate on issues affecting a child: ss. 16(3)(i) and (j). Section 16(4) directs that, with respect to family violence, the court should further consider:

- (a) the nature, seriousness and frequency of the family violence and when it occurred;
- (b) whether there is a pattern of coercive and controlling behaviour in relation to a family member;
- (c) whether the family violence is directed toward the child or whether the child is directly or indirectly exposed to the family violence;

- (d) the physical, emotional and psychological harm or risk of harm to the child;
- [36] The Divorce Act mandates a holistic and child-centred approach to understanding family violence: ss. 16(3)(j) and (4).
- [37] I find that the respondent made the statements as testified to by the claimant, and that this was an incidence of family violence against both the claimant and M. This family violence is concerning because the infant M. was present when the respondent made statements urging the claimant to commit suicide, identifying this as the Christian thing to do to relieve her family of the burden of her presence, and belittled the claimant because she could not breastfeed the Children. Any such statements made in front of a child have the potential to emotionally harm a child.
- [38] To say that a child could not yet speak does not absolve a situation where a child is subject to violent speech that qualifies as family violence. At this time, quite apart from the overall emotional nature of the situation, M. was learning to understand and to speak. Her language learning should not be through the vehicle of violent and damaging speech about her mother. It is never acceptable for a parent to speak in such a manner in front of a child about the other parent(s), no matter the child's age or apparent level of language skill.
- [39] I was unclear about what additional incidents of family violence the claimant alleged. I understood her to refer to a general pattern of conduct where she felt belittled and controlled by the respondent. However, the specifics of the alleged family violence were not clear. Although I accept that the respondent was controlling in his relationship with the claimant at times, I am unable to make a finding about a general pattern of coercive or controlling behaviour of the respondent against the claimant at a level that constitutes family violence on the evidence before me.
- [40] I am also unable to determine whether or not the claimant struck the respondent several times during arguments.
- [41] I do not find that the family violence I have identified has continued, or that there is risk of continuation, such that it impacts the ability of either party to parent the children.

Parenting Time and Parenting Responsibilities

- [42] Each party seeks primary parenting time of the Children.
- [43] Parenting time currently occurs according to a consent order entered by the parties on January 22, 2025, before Justice Giltrow (the "Giltrow Order"). The Giltrow Order was made after the claimant sought a last-minute adjournment of the trial on this matter which was set to begin on that day. The order provided for parenting on an interim and without prejudice basis as follows:
1.
 - a. The Respondent will have the Children from Sunday at 2:30 pm to Friday at 2:30 pm;

- b. Subject to subparagraphs c and d below, the Claimant will have the Children from Friday at 2:30 pm to Sunday at 2:30 pm.
- [44] The Giltrow Order further provided that the Children would attend the B. Elementary School in Surrey, and the claimant would have the Children on all long weekends during the school year. The respondent was to have the Children for one weekend each month, and provide seven days' notice in advance of the weekend he chose. The claimant has the Children for Spring Break. The parties divide the Christmas School Break. In the summer, the claimant has five weeks with the Children and the respondent has four weeks and four days.
- [45] The Giltrow Order provides slightly over 60% of parenting time for the respondent. This was not the usual situation between the parties from the time of separation. The claimant agreed to reduced parenting time as part of an agreement to adjourn the trial that was set to start that day, which the claimant was not prepared for. Prior to the Giltrow Order, the parties shared parenting time with the claimant having the Children at least 40% of the time.

Parties' Positions

- [46] The respondent seeks a continuation of the Giltrow Order. The claimant seeks a reversal of the Giltrow Order in her favour. That is, she seeks the parenting time that the respondent currently has.
- [47] The respondent currently lives in Surrey in the former family home, which is within walking distance to the B. Elementary School which the Children attend. The respondent would like the Children to continue attending the B. Elementary School. The respondent's job allows him considerable flexibility to work at home or vary his work hours to accommodate the Children's school or medical appointments. He trades pick-up/drop-off duties with neighbourhood parents when he cannot adjust his work schedule.
- [48] The claimant re-partnered with Mr. J., and they have a son who is two years old. The claimant lives with Mr. J. on an acreage in Chilliwack. They live with three of Mr. J's sons from a previous relationship. The claimant is not employed outside of the home. The claimant wants the Children to attend the [Christian] school in Chilliwack that Mr. J's sons attend, and disagrees with them attending the public school system.

Past Parenting Time and Denials

- [49] The parties disagree about their parenting of the Children during two key periods: the start of the COVID-19 pandemic and after the claimant moved to Chilliwack in March 2022. Each claim that the other denied them parenting time during one of these times. The animosity between the parties about parenting time reflects those earlier periods where each alleges the other denied them parenting time. The parties have been unable to move on from what were, for each of them, very painful times.

COVID-19 Parenting Time - Denial of Parenting Time to the Claimant

- [50] In March 2020, near the start of the COVID-19 pandemic, the claimant was offered a part-time job as a dishwasher in a long-term care elder facility. Around this time, the respondent asked the claimant for her house key and she gave it to him, believing he had need for it. When the claimant came home after work, the respondent had locked the door and refused to allow her to enter.
- [51] According to the claimant, this started a nine-month period where the respondent denied her in-person parenting time and restricted her access to the family home and the Children, from March 2020 until December 16, 2020. The claimant says she was only allowed one socially distanced patio visit (after she threatened to involve police) in July 2020. The claimant testified that the respondent refused her entry into the former family home and insisted that any parenting time be through "window visits". Periodically, the respondent did not allow her to see the Children through the window.
- [52] The respondent insists that restricting the claimant's parenting time was a mutual decision due to shared COVID-19 pandemic health and safety concerns, and that the claimant chose to exercise her parenting time through a window to protect the Children from the COVID-19 risk posed by her job. According to the respondent, he was able to take time off work and cared for the Children at home and facilitated the claimant's visits at her convenience.
- [53] The claimant argues that she took precautions at work by wearing masks and protective gear, changing clothes, and refusing work which would have brought her in direct contact with care home residents during the height of the COVID-19 pandemic. Nonetheless, the respondent refused to allow her any in-person parenting time. The claimant brought groceries and presents for the Children on her days off, which she would leave on the porch.
- [54] The respondent offered to provide the claimant with an allowance if she would quit her job and move back to the family home to care for the Children there. The claimant said that this was an unacceptable offer. I understand the claimant to refer to her allegation that the respondent was controlling of her, and that this situation was not workable for her.
- [55] I do not accept that the claimant agreed to exercise parenting time as portrayed by the respondent (that is, through the window and at the sole discretion and control of the respondent), or agreed to leave the Children. I find the respondent's evidence to be evasive, and his account did not make sense on consideration of a totality of the evidence. I find the claimant's evidence of her ongoing attempts to see the Children, and the respondent's denials of those visits, to be credible, and to make the most sense on a consideration of the totality of evidence. I find that the respondent denied and restricted the claimant's parenting time with the Children for a nine-month period during the COVID-19 pandemic.
- [56] The claimant's in-person parenting time only resumed after she got legal counsel. After that, parenting time occurred according to an order Justice Lamb made at the JCC on June 9, 2021 (the "Lamb Order"):

1. As of June 15, 2021, on an interim and without prejudice basis, the Claimant will have parenting time with the children, [E.], born 2016 and [M.], born 2018, from Tuesday morning at 8:30 a.m. to Friday morning at 8:30 a.m. If the Claimant is not available during that time period, the Children will be parented by the Respondent during that time period, and not cared for by a third party.
 2. The Respondent will pay \$286.62 on a bi-weekly basis to the Claimant as child support, with the first payment commencing June 23, 2021.
- [57] Initially, the claimant lived in or around Vancouver/Surrey and her parenting time occurred there. E. attended the B. Elementary School, and M. was enrolled in a public daycare through a community centre. These education arrangements were agreed to by both parties.

Claimant's move to Chilliwack - Denial of Parenting Time to the Respondent

- [58] On March 18, 2022, the claimant moved to Chilliwack to live with Mr. J.
- [59] The claimant did not return the Children to the respondent at the end of her scheduled parenting time and unilaterally relocated the Children to Chilliwack. The claimant did not tell the respondent where she had taken the Children. The respondent discovered that the claimant had moved when he went to her home looking for the Children and discovered that she no longer lived there.
- [60] For a brief period, the respondent did not know where the Children were and was unable to reach the claimant. When he was finally able to reach the claimant, the claimant refused to allow him to see the Children. The claimant does not deny that she did this, and seemed to indicate that her actions were in response to the respondent's earlier parenting time denial.
- [61] I find that the claimant denied parenting time to the respondent for a period of approximately one month.
- [62] The respondent brought an urgent application, resulting in an order on April 22, 2022 of then Master Nielsen (the "Nielsen Order") which provided for a police enforcement clause in favour of the respondent. The Nielsen Order also restricted the claimant from moving the Children outside of the Lower Mainland.

Impact of Parenting Time Denials

- [63] The respondent unilaterally restricted, to the point of denial, the claimant's parenting time for approximately nine months at the outset of the COVID-19 pandemic. The claimant then denied the respondent's parenting time for approximately one month when she unilaterally moved the Children to Chilliwack. In the aftermath of their separation, each parent exhibited selfish and vindictive behaviour toward the other through these parenting time denials. The periods where each restricted the Children's parenting time with the other parent were not in the Children's best interests.

Medical Appointments

[64] The respondent's evidence, which I accept, is that when he attempted to schedule some medically necessary appointments for the Children, there were times when the claimant refused to bring the Children to the appointments during her parenting time unless she was given make-up parenting time. This was the case, for example, when E. needed urgent treatment for an eye infection. I accept that the claimant is often quite focused on make-up parenting time, which clouds her consideration of the Children's best interests.

Schooling

- [65] After her move to Chilliwack, the claimant unilaterally decided that the Children should not attend public school or preschool and refused to bring the Children to school during her parenting time from Tuesday to Thursday.
- [66] The claimant attempted to de-enrol M. from the preschool she was attending in Surrey. The respondent was notified of this by the preschool. The claimant unilaterally enrolled M. in preschool at the [Christian] School for several days a week from September 2022 to June 2023.
- [67] From the start of the school year in September 2021, E. did not attend the B. Elementary School during the claimant's parenting time. E. only attended school on Monday and Friday, and was absent 3 days of each week, or 60% of the time.
- [68] There were subjects that the teachers could not assess E. on in report cards as she had not attended school for enough days. For example, there was a school year in which E. missed 83.5 days. The respondent attributes those absences to the claimant's refusal to take the Children to school. The claimant does not dispute this. When M. was old enough to be enrolled at B. Elementary School, she had a similarly poor attendance record.
- [69] The claimant said she homeschooled the Children by purchasing books she thought were appropriate to what they were learning at school, and claims to have been in touch with the school about this. From the claimant's own evidence, her home-schooling efforts were not very organized and did not follow any sort of planned curriculum. Whatever homeschooling that did occur did not prevent the Children from falling significantly behind their public school peers.
- [70] The respondent introduced correspondence from the B. Elementary School raising concerns about the amount of school the Children had missed and its impact on their education.
- [71] The claimant's refusal to bring the Children to the school significantly and detrimentally impacted their education, particularly for E. The claimant does not accept that the Children's extensive absences from school during her parenting time negatively impacted their education.
- [72] The pattern of sporadic school attendance continued until the Giltrow Order in January

2025.

- [73] The claimant argues that the Children should be enrolled and attend the [Christian] school that Mr. J.'s sons attend. The tuition fees annually for the two Children would be approximately \$14,077, at the family rate for four children, with cost for Mr. J.'s two school aged children included in that figure. Additionally, there is a per household school bus charge of around \$2,310. The Children's share would be roughly half of these amounts. The claimant argues that the respondent should pay one-half of the Children's share of the school and bus fees.
- [74] The claimant testified that Mr. J. paid the bill for the pre-school at the [Christian] school where she unilaterally enrolled M. However, the respondent introduced evidence that the invoice for M.'s partial pre-school attendance at the [Christian] school remains outstanding.
- [75] The claimant testified that she does not support the Children attending public school due to concerns about the inclusive and welcoming nature of the public school system towards lesbian, gay, bisexual, transgender and two-spirited ("LGBTQ2S") people.
- [76] The respondent argues that the claimant's concern with the inclusive and welcoming nature of the public schools their Children attend only arose after she re-partnered with Mr. J. and moved to Chilliwack. Prior to that time, the parties agreed on the education of the Children through the public system. The parties jointly agreed to enrol E. in the public school and M. in a public pre-school.
- [77] The respondent's position is that their faith can be taught at home and in church. The Children attend church-based activities with both of their parents multiple times per week, including bible study. The respondent testified to his belief that, because the Children will live in broader society, he wants them to learn an approach of tolerance and love for all people.
- [78] The respondent suggests that the claimant's opposition to an inclusive teaching curriculum is new-found and reflects her desire to move the Children to Chilliwack. On cross-examination, the claimant agreed that the first time she raised her concern about LGBTQ2S inclusiveness was after her move to Chilliwack.
- [79] Several incidents have arisen where the parties disagreed about pick-up and drop-off times and locations for the Children at school. The principal and vice-principal at B. Elementary School have had to mediate disputes between the parents which began in front of other students and parents at the school.
- [80] I accept the respondent's account of an instance where he was delivering backpacks to the Children at school at a time when the claimant and Mr. J. were dropping the Children off. As the respondent ran toward the school with the backpacks, he heard Mr. J. say, loud enough for other parents and students to hear, "what a clown". The respondent found this deeply humiliating.

- [81] The parties are prone to getting into conflict when either of them attempts to change or vary the parenting time or pick-up/drop-off schedule or location at the last minute, and outside of a clear emergency.
- [82] The Giltrow Order requires that the claimant be present for pick-ups or drop-offs. The claimant argues that this is inconvenient for her and that she would like for Mr. J. or mutual friends of the parties' to be able to pick up or drop off the Children. There was some evidence about conflicts that had occurred when Mr. J. was present, such that I am confident that he should not pick up the children without the claimant present. However, if there are mutually-trusted friends of the claimant and respondent, they should be able to pick up the children on occasion. The claimant will provide a list several proposed mutual friends or family members who she proposes can occasionally pick up or drop off the children without her present within two weeks. The respondent will advise which of those parties he agrees can pick up or drop off the children within one week of receiving that list.
- [83] A non-evaluative s. 211 Views of the Child report was prepared in November 2024. The report reflected positive relationships between the Children and both of their parents, and that the Children wished to attend public school in Surrey.

Law and Analysis

- [84] The Divorce Act sets out the considerations that a court must take into account, with a focus on the best interests of a child and their physical, emotional, and psychological safety, security, and well-being: ss. 7.1, 16(1)-(7).
- [85] The parties' focus on the dispute with each other has clouded their consideration of the Children's best interests. The parties have acted against those interests on numerous occasions, including the parenting time denials; the claimant's insistence that make-up parenting time be scheduled before she agrees to the Children having essential medical or dental appointments during her parenting time; and the claimant's refusal to bring the Children to school, despite the fact that she had agreed to enrol them there prior to entering a new relationship and moving to Chilliwack.
- [86] I find that both parties have a loving bond with the Children. The parties shared parenting responsibilities since the birth of each of the Children and prior to the claimant's exclusion from the family home. Each of them--contrary to the Children's best interests--exercised a period of parenting time denial against the other.
- [87] The respondent took more responsibility for organizing medical and dental care and arranging details of school and extra-curricular activities. The claimant nonetheless participated in parenting the Children in other ways.
- [88] Each party is, in their own way, actively involved in their faith-based community and can tend to the Children's spiritual education and life. Each practices their faith in the home and takes the Children to church-based activities.

Guardianship and Decision-Making

- [89] Both parties are the guardians of the Children and shall share parental responsibilities and decision-making in accordance with the terms of this Order.
- [90] The parties will share decision-making responsibility for the Children and parental responsibilities in relation to the Children, pursuant to the Joyce model as follows:
1. Each party will have the obligation to advise the other party of any matters of a significant nature affecting the Children.
 2. Each party will have the obligation to discuss with the other party any significant decisions that have to be made concerning the Children, including significant decisions about the health (except emergency decisions), education, religious instruction, and general welfare.
 3. The parties will make their best efforts to reach agreement on significant decisions concerning the Children.
 4. If the parties cannot reach agreement on a significant decision despite their best efforts, the respondent will be entitled to make those decisions. The claimant will have the right to apply for directions from this Court about any decision made by the respondent that she considers contrary to the best interests of the Children.
 5. Either party may unilaterally enrol the children in extra-curricular activities that occur solely during their own parenting time, at their own cost.
 6. If either parent wants to enrol the Children in an activity which may occur partially during the other's parenting time (for example, practices occur during the week but games occur on weekends), this will require the consent of the other parent.
 7. Each party will have the right to obtain information concerning the Children directly from third parties, including but not limited to teachers, counsellors, medical professionals, and third-party caregivers.
 8. In case of emergency, the parent who has the Children will make the decision and will immediately advise the other parent of the emergency and the decision made.

Parenting Time

- [91] The Giltrow Order left flexibility for the respondent to choose the weekend of each month that he wanted to exercise parenting time. The claimant often requested that the Children be picked up several hours late or at a different location to allow them to participate in family or community activities and unilaterally imposed a change and then informed the respondent of it. The respondent had complaints about the claimant's responsiveness to correspondences about the Children.
- [92] Parents, post-separation, face the difficult task of learning to parent together in new ways.

- [93] For some parents, the fluidity required to share parenting decisions with their co-parent comes easily. They are able to adjust parenting schedules to accommodate each other's plans and share an understanding of what is in the best interests of their child(ren).
- [94] Other parents--particularly closer to the time of separation, and regrettably often extending years into the future--are simply unable to achieve any flexibility in planning parenting schedules. Consideration of the best interests of the child(ren) often disappears in the fog of strife between parents who cannot disengage from their own conflict.
- [95] Parents who have achieved an ease in planning between them may benefit, and their children flourish, under an arrangement that leaves flexibility to work out precise details of parenting time between them. For example, they may be able to change weekends or pick-up/drop-off times and locations easily to accommodate events such as birthdays or family events. For parents still more engaged in conflict, any flexibility or leeway in parenting time schedules may quickly invite discord. In such cases, certainty of parenting time schedules, while inconvenient, may be in the child(ren)'s best interests because it reduces opportunities for conflict.
- [96] The current situation where one parent asks for an accommodation in terms of time or pick-up location--while the other parent has power to agree, deny, or negotiate, those requests--has resulted in ongoing conflict which is not in the Children's best interests.
- [97] I find that structured certainty of parenting time (days, pickups, drops offs, special occasions) will enable the parties to parent together in a more peaceful respectful manner. After a time, the parties will hopefully create circumstances where a more flexible approach to parenting time between them is possible.
- [98] I acknowledge that this may result in the Children missing events such as birthday parties or other events. However, the current situation marked with last minute changes, negotiations, and conflict, is not in the Children's best interests.
- [99] Overall, parenting time should be shared on a 60% (respondent) and 40% (claimant) basis.
- [100] I find that it is in the Children's best interests to have parenting time per the terms of the Giltrow Order, modified as follows:
- (a) The respondent will have the Children from Sunday at 2:30 p.m. to Friday at 2:30 p.m.
 - (b) Subject to subparagraphs (c) and (d) below, the claimant will have the Children from Friday at 2:30 p.m. to Sunday at 2:30 p.m. The claimant will pick up the Children from B. Elementary school the commencement of her parenting time. The respondent will pick up the Children at 2:30 p.m. in the Walmart parking lot (8249 Eagle Landing Pkwy) in Chilliwack for the commencement of his parenting time.
 - (c) The claimant's parenting time with the Children will commence on Thursday at 2:30 p.m., if Friday is a non-school day; and end Monday at 2:30 p.m., if Monday is a non-school day.

- (d) During the months of October, November, January, February, March, April, and May, the respondent will have the Children for one weekend per month (commencing Friday at 2:30 p.m. to Sunday at 2:30 p.m.).
 - i. The respondent's weekend parenting time will be the first weekend of each month during the school year.
 - ii. If the first weekend of the month falls on a long weekend, then the respondent will have parenting time on the first non-long weekend of each month.
- (e) The claimant shall have the Children for the entire Spring School Break.
- (f) The parties will share Christmas School Break equally, as follows:
 - i. In even-numbered years, the claimant's equal share of the Christmas School Break will include December 24 to December 26 and the respondent's equal share of the Christmas School Break will include December 31 to January 1.
 - ii. In odd-numbered years, the respondent's equal share of the Christmas School Break will include December 24 to December 26 and the claimant's equal share of the Christmas School Break will include December 31 to January 1.
- (g) The parties will share the School Summer Break as follows:
 - i. The claimant's parenting time will occur in two blocks, the first and last three weeks of the Summer School Break:
 - commencing at 11:00 a.m. the day after school ends for the first block; and,
 - ending at 11:00 a.m. the day before school commences for the second block.
 - ii. The respondent's parenting time will be the time (just under 4 weeks) between the two blocks of the claimant's Summer School Break parenting time.

[101] No person who picks up the Children or drives them will be under the influence of alcohol or cannabis or any substance listed under the Controlled Substances Act, S.C. 1996, c. 19.

Police Enforcement

[102] Given the history of mutual parenting time denials, there shall be mutual police enforcement clauses in this Order.

Late Parenting Time

[103] If either party delivers the Children more than 15 minutes late to a parenting time, the other party is entitled to a make up of equivalent time on their next parenting time.

[104] I emphasize to both parties that the tit-for-tat style of parenting is harmful to the Children and is strongly discouraged, as are any frankly disrespectful approaches to interfering with the other's parenting time. It is harmful to the Children's best interests.

Division of Property

Lack of Financial Disclosure

- [105] The court's fact finding mission was significantly hampered by the claimant's lack of disclosure.
- [106] The claimant disregarded several orders of this Court to provide updated financial statements in preparation for this trial. The claimant was ordered to provide any additional documents that she intended to rely upon by April 3, 2025, which she did not do. The lack of disclosure has significantly impacted the evidence available to the court.
- [107] As I observed in *Dirks v Dirks*, 2025 BCSC 900, in the context of a self-represented respondent:
- [61] lack of disclosure has been described as the "cancer" of family law litigation: Michel, para. 33.
- [33] Failure to disclose material information is the cancer of family law litigation (*Cunha v. Cunha* (1994), 1994 CanLII 3195 (BC SC), 99 B.C.L.R. (2d) 93 (S.C.), at para. 9, quoted in *Leskun v. Leskun*, 2006 SCC 25, [2006] 1 S.C.R. 920, at para. 34). And yet, payor parents are typically well aware of their obligation as a parent to support their children, and are subject to a duty of full and honest disclosure - a duty comparable to that arising in matrimonial negotiations (*Brandsema*, at paras. 47-49). The payor parent's obligation to disclose changes in income protects the integrity and certainty afforded by an existing order or agreement respecting child support. Absent full and honest disclosure, the recipient parent - and the child - are vulnerable to the payor parent's non-disclosure.

...

- [63] I appreciate that the Respondent is self-represented. The court process and procedures are not doubt difficult and challenging to negotiate. Self-represented litigants should be given some leeway, within bounds. [And] should not be denied relief on the basis of a minor or easily-corrected deficiency of their case. The overall goal is to ensure fairness within the court process, and that matters are heard and decided on their merits, and not on a self represented party's lack of knowledge about court procedure or rules.
- [65] There is an obligation on parties who are self-represented to do their best and to make reasonable efforts to comply with court rules and processes and to provide the necessary information to allow a matter to be heard and decided on its merits.

Family Assets and Debt

- [108] The largest family asset is the family home located at #61 - 14855 100 Avenue, Surrey, BC V3R 2W1. The respondent purchased the home while the parties were dating, but not yet married or living together.

[109] The parties agreed to the valuation date of family assets at the JCC. The Lamb Order made at the JCC on June 9, 2021, provided that:

3. For the purposes of dividing pension credits, the dates of entitlements are from March 19, 2011 until July 4, 2018.
4. The Claimant's entitlement to the growth in equity of the family home is from March 19, 2011 until July 4, 2018, which will be divided equally between the parties.
6. A property appraisal of the family home will be conducted, based on the date of marriage, March 19, 2011 to the date of separation, July 4, 2018. The Respondent will pay for the initial cost of the appraisal, with the Claimant's share of the cost to be deducted from her share of the equity of the family home.

[110] The respondent provided a schedule of assets and debts beyond that reflected in Lamb Order. In submissions, the claimant did not disagree with the list provided by the respondent. I have relied on the documents and account of family assets and debts provided by the respondent.

[111] The claimant seeks equal division of family property and family debt, or alternatively, unequal division of family property and family debt in her favour having regard to ss. 95 and 96 of the Family Law Act, S.B.C. 2011, c. 25 [FLA]--in particular ss. 95(2)(a), (c), and (i).

[112] The respondent argues that the Lamb Order should be honoured.

[113] Sections 84-87 of the FLA set out the applicable rules regarding division of family property and debt, including any exclusions. Section 87(b) provides that the date for valuing family property and debt should be determined on the date of:

- (i) an agreement dividing the family property and family debt is made, or
- (ii) of the hearing before the court respecting the division of property and family debt.

[114] I agree that the Lamb Order should be followed. The parties attempted to settle the matter and agreed to the evaluations and dates while the claimant was represented by counsel. As with the separation date, I find no fraud, exploitation, misinformation, or other grounds for setting aside that consent order. I order as follows:

Family Home

Within 45 days of the date of this Order, and pursuant to para. 4 of the Lamb Order and para. 3 of the order of April 2, 2024, the respondent shall pay the sum of \$199,792.25 to the claimant as full and final satisfaction of her interests in #61 - 14855 100 Ave, Surrey, BC (the "Family Home") calculated as follows:

- (a) appraised value on March 19, 2011: \$305,000;
- (b) mortgage on the Family Home on March 9, 2011: \$250,040;

- (c) appraised value on July 4, 2018: \$540,000;
- (d) mortgage on the Family Home on July 4, 2018: \$80,720;
- (e) claimant's 50% share is \$202,160, which is subject to the following adjustments:
 - (i) less 50% of the costs of the appraisals: \$761.25; and
 - (ii) less 50% of the costs of the s. 211 Views of the Children report: \$1,606.50.

RRSPs

[115] Within 30 days of the date of this Order, the respondent shall transfer the sum of \$20,642.29 to the claimant by way of tax-free RRSP roll over pursuant to s. 146(16)(b) of the Income Tax Act (Canada), R.S.C. 1985, c. 1 (5th Supp.). The claimant's share of the RRSPs is calculated as follows:

- (a) value of the respondent's RRSPs on July 4, 2018: \$71,826;
- (b) respondent's contribution to his RRSPs until March 19, 2011 (i.e., respondent's exclusion): \$24,065;
- (c) claimant's RRSPs at separation subject to division: \$6,541.42;
- (d) respondent's RRSPs subject to division: \$71,826 (respondent's RRSPs at separation) - \$24,000 (respondent's exclusion) = \$47,826;
- (e) claimant's 50% share of the respondent's RRSPs: \$23,913;
- (f) respondent's 50% share of the claimant's RRSPs: \$3,270.71; and
- (g) payable by the respondent to the claimant: $\$23,913 - \$3,270.71 = \$20,642.29$.

RESP Account

[116] The respondent shall keep the RBC RESP account without equalization. At separation, it had a balance of close to \$1,000 and has grown considerably since then solely through the contributions of the respondent. The RESP is intended for the Children's education.

Pension Credits

[117] Pension credits will be divided and transferred between the parties per the terms of the Lamb Order.

Other Assets and Debts

[118] The parties will keep any other accounts in their sole name without equalization. The parties will be responsible for any debts incurred in their individual names. The parties will close any joint accounts in their names by October 15, 2025.

Spousal Support

- [119] The claimant seeks interim and permanent spousal support, both lump sum and periodic, retroactive to the date of separation, in accordance with the provisions of the Spousal Support Advisory Guidelines [SSAG].
- [120] The respondent says that the claimant is not entitled to spousal support. He argues that the parties' relationship was not lengthy, the claimant worked during the marriage, and since separation, she has re-partnered.
- [121] Based on my findings earlier, the parties had a relationship which lasted from March 2011 to July 2018, approximately seven-and-a-half years. From July 2018 to March 2020, the parties lived in the same house and the respondent paid the mortgage for the home, as well as other costs. Initially, after the birth of each of the Children, the claimant cared for them at home and did not work. There were periods when the respondent took off of work to care for the Children as well.
- [122] The respondent is an accountant and works with the Canada Revenue Agency (CRA). He has held that employment since before the relationship began. His current income is \$120,408 (calculation by payments made at the time of trial).
- [123] The claimant originally came to Canada as part of an in-home caregiver program. During the relationship, she was also employed as a cashier and later store supervisor at Shopper's Drug Mart, which she stopped doing when she had E. and to which she did not return because she did not want to work weekends. At or near the time of separation, she was employed as a janitor in a long-term care facility, and continued employment at long-term care facilities as a dishwasher and dietary technician. The claimant's income in 2020 was approximately \$31,402. In 2021, her Financial Statement listed her income at \$25,714. In 2018 and 2019, she reported no employment income.
- [124] Currently, the claimant is unemployed outside of the home. She had a child with her new partner in 2023. The claimant testified that she supports her new partner Mr. J. in different enterprises, including his hardscaping business, and different attempts he has made to start businesses, including developing a hot/cold food delivery bag, a hammock that does not need to be hung on a tree, and press machine marketed through a company called ShatterKing to press cannabis. The claimant's evidence was that she was not paid for these efforts and that, though she helped Mr. J., including through doing his books, her role was "moral support" and "note taking". Earlier, I outlined that I found the claimant's evidence about Mr. J.'s business enterprises and her unpaid participation in them, to be evasive and not credible.
- [125] The respondent points to the nature of some of Mr. J.'s business enterprises and the fact that the claimant's evidence was evasive and far from straightforward about the nature of those enterprises. For example, the claimant admits she posted on her social media page an ad for a heat-press machine she says was developed and sold by Mr. J. Its name refers to

"shatter" (a form of cannabis concentrate). The claimant insisted that the machine could be used to press any number of things and not just cannabis. I find the claimant's evidence to be evasive and disingenuous. This lack of transparency and honesty casts doubt on her credibility regarding her financial situation and income.

[126] The claimant says she is trying to develop a business making cards, but it is not yet a money-making enterprise. Though she has been employed in the past, including at care facilities and at a pharmacy, she has not sought similar employment.

[127] Mr. J. pays for bills and food. The claimant testified Mr. J. is an "old fashioned man" and prefers she stay at home and take care of the children and the house.

Law and Analysis

[128] Under the Divorce Act, the court may make an order requiring a spouse to pay a periodic or lump sum that is reasonable to support the other spouse: s. 15.2(1). In making such order, the court shall take into account the "condition, means, needs and other circumstances of each spouse", which includes: (i) the length of time the spouses cohabited; (ii) the functions performed by each spouse during cohabitation; and (iii) any order, agreement or arrangement relating to support of either spouse: s. 15.2(4). The objectives of a spousal support order are listed under s. 15.2(6):

- (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.

Compensatory Spousal Support

[129] In *Chutter v. Chutter*, 2008 BCCA 507, the Court of Appeal outlined the purpose and rationale for compensatory spousal support, based upon the principles in *Moge v. Moge*, [1992] 3 S.C.R. 813, 1992 CanLII 25 (S.C.C.), and *Bracklow v. Bracklow*, [1999] 1 S.C.R. 420, 1999 CanLII 715 (S.C.C.), as follows:

[50] Compensatory support is intended to provide redress to the recipient spouse for economic disadvantage arising from the marriage or the conferral of an economic advantage upon the other spouse

[130] A compensatory award should continue until compensation is achieved even if the spouse has achieved self-sufficiency: Chutter at para. 79.

Non-Compensatory (Needs Based) Spousal Support

[131] Non-compensatory support is "grounded in the 'social obligation model' of marriage, in which marriage is seen as an interdependent union": Chutter at para. 54. Upon marriage dissolution, it falls on the former partner to meet the needs of a disadvantaged spouse, not the state. Need alone may be sufficient to ground a claim for spousal support: Bracklow at para. 43. Need is something more than basic necessities and varies according to the circumstances of the parties: Chutter at para. 55. Need does not end when the spouse seeking support achieves a subsistence level of income or any level of income above subsistence.

Is the Claimant Entitled to Spousal Support?

[132] I find the claimant is entitled to both compensatory and non-compensatory spousal support. The respondent was already at his current employment at the start of the relationship. The claimant quit working or worked less to care for the Children as they came along. I also take into consideration that the respondent also took parental time off to care for the Children and has been very active in their care.

[133] The respondent says he encouraged the claimant to pursue educational opportunities. She does not dispute this, though she did interpret it as more of an effort to belittle her for not having an equivalent education to the respondent's.

[134] From July 2018 until March 2020, the claimant and respondent continued to live together with the respondent covering most costs of the household.

[135] I find that, at the end of their relationship, the respondent was in a much better financial situation and enjoyed a considerably higher standard of living than the claimant. This disparity is highlighted by the fact that the respondent continued to live comfortably in the family home, while the claimant struggled to find affordable accommodations with roommates when the respondent unilaterally locked her out of the family home.

[136] From March 2020 until March 2022, the claimant is entitled to retroactive spousal support based on the high end of the SSAG calculated according to their respective incomes of:

Year

Claimant

Respondent

Amount Owning for Spousal Support

2020 (10 months)

\$31,487.98

\$65,863

\$5,160

2021 (12 months)

\$25,714

\$93,914

\$12,276

2022 (2 months)

\$30,000 (imputed)

\$106,250

\$2,288

Total owing spousal support:

\$19,724.00

[137] I consider that this award, which includes both compensatory and non-compensatory support, exhausts the compensatory part of the spousal support claim. After this point, matters are more complicated.

[138] The claimant has re-partnered.

[139] Re-partnering and the resulting changed financial circumstances may be factors in determining ongoing spousal support entitlement. However, the fact of a re-partnering, alone, does not end a continuing non-compensatory (or needs-based) spousal support claim.

[140] The lack of financial disclosure about the claimant and Mr. J.'s current financial situation, and testimony that the claimant is not working in part because Mr. J. is "old fashioned" and did not want her to work, and that she is providing non-compensated moral and note taking support to his different business endeavors, leads me to conclude that any ongoing order for spousal support after March 2022 cannot be supported on the evidence.

Child Support

[141] Each party seeks child support based on the Federal Child Support Guidelines, SOR/97-175 [Guidelines]. Each parent has an obligation to provide support to their children according to their means and ability; that is the right of the child: D.B.S. v. S.R.G., 2006 SCC 37 at para. 38.

[142] Section 19 of the Guidelines allows a court to impute income in certain circumstances as the court considers it appropriate. Such circumstances include where:

19 (1)

- (a) the spouse is intentionally under-employed or unemployed, other than where the under-employment or unemployment is required by the needs of a child of the marriage or any child under the age of majority or by the reasonable educational or health needs of the spouse;
- (f) the spouse has failed to provide income information when under a legal obligation to do so;

[143] Where a person is intentionally under or unemployed, a court may impute income per s. 19(1) of the Guidelines even absent evidence of bad faith: *Mayall v. Kebarle*, 2013 BCSC 2605 at para. 12, citing *McCaffrey v. Paleolog*, 2011 BCCA 378 at paras. 50-53.

[144] The test for imputing income was set out in *Marquez v. Zapiola*, 2013 BCCA 433:

[37] The test for imputing income for intentional under-employment or unemployment is one of reasonableness, having regard to the parties' capacity to earn income in light of their age, education, health, work history and work availability. A spouse's capacity to earn income will include that person's ability to work or to be trained to work.

[38] Although the legal foundation for awarding spousal support is different from that of child support the test for imputing income for the purpose of fixing the quantum of support is similar. Again, the test is one of reasonableness, having regard to the same factors to be considered in imputing income for child support. However, the concept of "needs" for non-compensatory support also includes a consideration of the marital standard of living "Means" has been interpreted to include all capital and other sources of income [Citations omitted.]

[145] As outlined earlier, the disclosure provided by the claimant was incomplete. I found her testimony about her and Mr. J's current financial situation to be evasive. I am satisfied, on consideration of a totality of the evidence, that the claimant has chosen not to work despite her ability to do so. Given the above principles from *Marquez* and the facts before me, including the lack of disclosure and the decision to provide "moral support" and "note taking" to business enterprises in which she is not paid, I find it appropriate to impute income to the claimant.

[146] Under the circumstances, given the lack of disclosure and claimant's evidence, I find it appropriate to impute income to her for purposes of child support. Each parent has an obligation to provide for their children to their ability to do so.

Retroactive Child Support

[147] The respondent seeks to have the Lamb Order, dated June 9, 2021, adjusted retroactively to account for each party paying child support to the other on an offset basis. I deny the application of the respondent for child support from the claimant during a period in which he unilaterally denied her parenting time with the Children. This period started from

March 2020 and lasted for nine months. I note her evidence that she did deliver groceries and other items for the children during this time, and the value of those contributions is not known.

[148] I order child support payable from June 2021 (the date of the Lamb Order) on an offset basis based on shared parenting time (unless otherwise noted) as follows:

Year

Claimant

Respondent

Offset amount owing (respondent to claimant unless noted)

2021

(6 months)

\$25,714

(\$401.13/month)

\$93,914

(\$1,440.61/month)

$\$1039.47 \times 6 = \$6,236.82$

2022

\$30,000

(\$484/month)

\$106,250

(\$1,605.35/month)

$\$1,121.35 \times 12 = \$13,456.20$

2023

\$30,000

(\$484/month)

\$106,427

(\$1,607.72/month)

$\$1,123.72 \times 12 = \$13,484.66$

2024

(10 months of offset)

(2 months claimant pays)

\$30,000

(\$484/month)

\$129,586

(\$1,904.27/month)

$[\$1,420.27 \times 10 = \$14,202.70] - [\$484 \times 2 = \$968] = \$13,234.70$

2025

(10 months claimant pays)

(2 months offset)

\$35,000

(\$562/month)

\$120,000

(\$1,781/month)

$[\$562 \times 10 = \$5,620] - [(\$1,781 - \$562 = \$1,219) \times 2 = \$2,438 =]$

(\$3,181

** claimant owes to respondent)

[149] The total amount owed by the respondent to the claimant based on the above is \$43,231.38.

[150] The amounts paid by the respondent in child support shall be credited against the amount owing for child support, as follows:

- (a) 2021 - \$3,726.06;
- (b) 2022 - \$7,452.12;
- (c) 2023 - \$7,452.12;
- (d) 2024 - \$7,452.12; and,
- (e) 2025 - \$6,210.10 (**estimate, amount paid year to date should be reflected in the final order **).

[151] Amounts that the respondent has paid in child support should be deducted from these outstanding amounts.

- [152] Child support will be payable on an offset basis according to current payment schedule of 26 times per year on a (bi-weekly basis).
- [153] Commencing June 1, 2026, the parties will exchange their income information as set out in s. 21 of the Guidelines and will adjust the amount of the child support by agreement to begin on July 1 of that year, and each year subsequent, as long as child support is payable. If the parties are unable to agree as to the proper amount of child support, either party is at liberty to bring an application to the court for determination of the parties' income, the amount of child support, and their proportionate share of s. 7 expenses for the Children. For the purpose of child support for 2026 and thereafter, the claimant's income is either her Line 15000 income or the imputed income of \$40,000--whichever is higher. This shall be the case unless there is a court order or consent to impute a higher amount.
- [154] Section 7 expenses for medical, dental and educational costs will be split proportionately between the parties: 25% (claimant) and 75% (respondent). Section 7 expenses will include all medical and dental expenses over \$100 not covered by the respondent's insurance, but not the insurance fees themselves which will be paid by the respondent.
- [155] The parties will make best efforts to pay their share of the s. 7 expenses for the Children directly to the institution or professional involved. If such an arrangement is not possible, the parent who has paid for the s. 7 expenses for the Children will provide invoice and receipt to the other parent on June 1 and December 1 of each year and the other parent will reimburse that parent with their share of the s. 7 expenses for the Children within 15 days of receipt of the same.
- [156] Either party is free to enrol the Children in any recreational activity occurring solely in their parenting time, at their own expense.
- [157] The claimant is solely responsible for any of the outstanding pre-school fees at the [Christian] school for which she unilaterally enrolled M. in, against the respondent's wishes and contrary to their earlier agreement.
- [158] There was insufficient evidence for me to make orders regarding past s. 7 expenses.

Communication Between Parties

- [159] Each party will provide a workable email address that they regularly check for the purposes of communication regarding the Children. The claimant will provide her contact email and text information within two weeks of this decision. Each party will respond in a timely way to correspondence regarding the Children. Parties are reminded that courteous and respectful communication with their co-parent is in the Children's best interests.

Travel with the Children

[160] The respondent sought more restrictive travel conditions on the claimant than he has. In part, this was driven by the fact that the claimant unilaterally attempted to move the Children to Chilliwack and deny the respondent parenting time. However, I have found that the respondent also engaged in a period of parenting time denial against the claimant. As outlined earlier, the actions of both parents were not in the Children's interests.

[161] The travel orders between the parties shall be mutual as follows:

United States and within Canada

[162] Either party may travel with the Children within Canada, outside of the Lower Mainland and to the USA without the other's written consent, provided that they give the other party at least fourteen days' notice in advance via email, along with the following information:

- (a) a detailed itinerary;
- (b) flight details (if applicable); and
- (c) contact details for the Children at the location of accommodation where the Children will be staying.

International Travel Outside of the USA

[163] For other international travel (other than travel to the rest of Canada and United States), the parties will follow the following protocol:

- (a) The travelling parent will give the non-travelling parent at least 90 days' notice in advance of the intended international travel ("Notice of Intended International Travel"). The notice will include as much detail as possible about the travel but at a minimum will include: the proposed dates of travel, which cities the Children will be visiting, with further detail to follow once accommodation and flights are booked, and no less than 30 days before the Children leave Canada for the travel.
- (b) The non-travelling parent will respond within 30 days after receiving the Notice of the Intended International Travel, either consenting to or disapproving of the intended international travel.
- (c) In the event that the non-travelling parent disapproves of the intended international travel or does not respond within 30 days of the Notice of Intended International Travel, the travelling parent may bring an Application to the Court to authorize the intended international travel on 5 business days' notice to the non-travelling parent.
- (d) If the not-travelling parent approves the intended international travel, he/she will provide a notarized and signed copy of a Travel Consent Letter within 30 days of the Notice of Intended International Travel.

Other Orders

[164] The divorce sought by both parties is granted.

[165] The claimant does not need a court order to change her own name per the terms of the Name Act, R.S.B.C. 1996, c. 328. She is at liberty to do so without an order of this Court.

[166] The claimant's application made at trial, with no advance notice to the respondent, to change Children's names to include her own last name, hyphenated, was not properly before me and is not addressed here.

Costs

[167] Given that the results of this application are split, I am of the opinion that each party should bear their own costs. However, as the claimant's failure to provide financial disclosure resulted in greater work for the respondent and additional trial time, in addition to the claimant's earlier last-minute request to adjourn the trial, the claimant should pay \$7,500 toward the respondent's costs. However, parties may apply within four weeks of the date of this decision, if they would like to make submissions otherwise regarding costs.

"A. Walkem J."

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