

CANADA / JUDGMENT

B.L.A.K. v. T.M.K.

2025 BCSC 2028

COURT

Supreme Court of British Columbia

DECIDED

17 October 2025

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2025 BCSC 2028 B.L.A.K. v. T.M.K

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

B.L.A.K. v. T.M.K.,

2025 BCSC 2028

Date: 20251017

Docket: E4392

Registry: Courtenay

Between:

B.L.A.K.

Claimant

And:

T.M.K.

Respondent

Corrected Judgment: The text of the judgment was corrected
at paras. 48, 100 and 101 on October 30, 2025.

Before: The Honourable Justice Young

Reasons for Judgment

The Claimant Appearing in Person:

B.L.A.K.

Counsel for the Respondent:

M. J. McCubbin

Place and Dates of Hearing:

Courtenay, B.C.

September 8 and 19, 2025

Place and Date of Judgment:

Courtenay, B.C.

October 17, 2025

Table of Contents

Overview.. 3

Background facts. 4

When did K cease to be a child of the marriage. 5

What child support is payable to L. 7

Retroactive Variation and Reason for delay. 9

What child support is payable by the respondent. 10

Guideline incomes and support payable. 10

The Claimant's Income. 10

The Respondent's Income. 11

Special and extraordinary expenses. 12

The Respondent's Claim.. 12

The Claimant's Claim.. 13

Analysis. 15

Percentages for each parent 16

Extended medical and dental insurance premiums. 16

Health-related expenses and dental expenses net of insurance. 17

Extraordinary expenses for secondary school education or for any other educational programs that meet the child's particular needs. 18

Balance owing. 18

Parenting Time Exchange. 20

Costs. 20

My Order.. 20

Overview

- [1] The respondent applies for an adjustment of the child support orders made by Justice Saunders on May 31, 2021 regarding three of the parties' four children. In particular he seeks an order that K ceased to be a child of the marriage in June 2021 on his 19th birthday.
- [2] Since L is no longer living with either parent, the respondent seeks an order that L receive \$684 per month paid to her directly for her support from February 1, 2024 until December 1, 2025.
- [3] The respondent seeks an order that L will cease to be a child of the marriage on her 19th birthday in December 2025.
- [4] Because of this retroactive variation of child support to June 2021, the respondent seeks an order fixing guideline income for the parties for 2021, 2022, 2023, 2024 and an adjustment of child support and special and extraordinary expenses.
- [5] The respondent seeks an order calculating the amount of child support paid and payable by him.
- [6] The respondent seeks an order determining what are special and extraordinary expenses and what percentage of special extraordinary expenses each party is responsible to pay. He also seeks a calculation of the balance owed by the claimant to him.
- [7] The respondent seeks an order with respect to the pick-up and drop-off times for his parenting time with C.
- [8] Although the respondent included in his application that these orders are made pursuant the Family Law Act, I find that they are being made under the Divorce Act, R.S.C. 1985, c. 3 because the respondent is seeking a variation of the Divorce Order.

Background facts

- [9] The parties have four children but their second eldest E has been in Ministry care since August 2014 and is not the subject of this application. The other children are K born in June 2002, L born in December 2006 and C born in May 2009.
- [10] The claimant has had primary care of the children since the parties' separation in January 2018.

- [11] On May 31, 2021 Justice Saunders made orders with respect to the children in a summary trial judgment giving the claimant primary care and residence of the children and all parental responsibilities. The respondent was given liberal parenting time and he was ordered to pay \$1,123 per month for support of the three children commencing June 1, 2021 based on his 2020 guideline income of \$55,001. The parties were to exchange their income information annually and adjust support effective July 1st of each year but they have not done so.
- [12] Justice Saunders' order did not fix arrears of basic child support or special and extraordinary expenses. The respondent takes the position that the accounting started over at the date of the summary trial and the court is not to look back before that date. I do not believe that is the case.
- [13] There is no order fixing arrears or an order cancelling arrears and so any arrears accumulated before that date are still arrears in child support. I do note however in Justice Thompson's order of November 10, 2021 at para. 5 the respondent was to purchase the claimant's interest in the family residence and he was to pay child and spousal support arrears owed to the claimant as determined by the most current Family Maintenance Agency [BCFMA] as January 31, 2022. There was a large lump sum payment of arrears of the basic child support and possibly spousal support of \$22,039.17 paid on March 8, 2022. I conclude that arrears in child and spousal support that had accumulated up until January 31, 2022 were paid.
- [14] BCFMA did keep track of basic child support and spousal support owing and paid but was not collecting special and extraordinary expenses. The respondent acknowledges in his affidavit and in his calculations that he paid no special and extraordinary expenses until 2022 when he started contributing health and dental insurance for L and C which he now uses to offset the arrears in special extraordinary expenses that have been payable to the claimant for years.
- [15] I will consider:
- a) When K ceased to be a child of the marriage;
 - b) Whether support should be paid directly to L and in what amount;
 - c) Whether L will cease to be a child of the marriage on her 19th birthday;
 - d) What child support is payable by the respondent;
 - e) The parties' respective share of special and extraordinary expenses;
 - f) What special and extraordinary expenses are payable by the parties and what the outstanding balance owing is;
 - g) Pick-up and drop-off locations for the respondent's parenting time with C; and

h) Costs.

When did K cease to be a child of the marriage

- [16] The respondent submits that K turned 19 in June 2021 and is presumptively ineligible for child support after that date. The claimant bears the onus of establishing that K is eligible for child support after he turned 19: *Dring v. Gheyle*, 2018 BCCA 435 at para. 49. At para. 50 the BCCA addressed the child who is neither ill nor disabled nor in post secondary school but is still dependent:
- [50] If an adult child is still living at home, "but is neither ill nor disabled nor under the effect of [another reason] by which he or she is unable to withdraw from parental charge or to obtain the necessities of life, then that adult child is no longer" a child entitled to support: *Ethier v. Skrudland*, 2011 SKCA 17 at para. 16. As noted in *Kohan v. Kohan*, 2016 ABCA 125 at para. 14, the wording "signifies something more than a mere lifestyle choice to remain dependant."
- [17] In *Bye v. Bye*, 2024 BCCA 264 the BCCA addressed the evidentiary requirements for a recipient of child support who seeks to have a child over 19 years declared a child of the marriage for support purposes:
- [31] The evidentiary requirements for a recipient of child support, described in *Ethier v. Skrudland*, 2011 SKCA 17 at para. 29, were applied in *M.A.T. v. K.P.T.*, 2017 BCSC 1603 at para. 112:

Proof that an adult child remains a "child of the marriage" will, in most circumstances, require the recipient of child support payments to adduce evidence as to the specific nature and consequences of the illness, disability or the other cause of the adult child's failure to withdraw from parental charge or to obtain the necessities of life and how the nature and consequences of such illness, disability or other cause bear upon the adult child's ability (or inability) to withdraw from parental charge or to obtain the necessities of life. It is not enough to simply state that an adult child has not withdrawn (or cannot withdraw) from parental charge or is unable to obtain the necessities of life or that a parent pays the adult child's expenses.

[Emphasis in original]

- [18] K attended university from 2000 to April 2022. Most of his courses were online and he had a few face-to-face classes. When K reached his final semester from January to April 2022, he was struggling and did not successfully complete his semester. K's program ended in April 2022 but he did not get credit for his final semester. The claimant attaches K's transcript which includes his courses for 2000 and 2021. There is no transcript for 2022. The transcripts show the decline in K's grades in 2021.

- [19] I questioned the claimant on the reasons why K could not withdraw from her support and she advised me that he has not seen a doctor and she has no medical evidence to support a disability. He is not applying for person of disability status. He would like to get to work. She continues to support him.
- [20] While I accept the claimant's evidence that K has not withdrawn from her support, I find that she has not met the evidentiary onus of establishing that he remained a child of the marriage after his last semester at university. Therefore I find that the respondent's obligation to pay child support for K ended in December 2021 which according to the transcript I reviewed, is the last semester he attended.

What child support is payable to L

- [21] The respondent deposes that on February 1, 2024 the claimant kicked L out of her home and the police removed her. L advised him that claimant assaulted her and she defended herself. The claimant alleged to the police that the opposite was true.
- [22] The claimant deposes that L was going through some significant teen rebellion. She assaulted both her brother and the claimant. This spurred on some very nasty fights between the claimant and L and L was removed from the claimant's home. After two years of not communicating with the respondent, L decided to reconnect with him following her fight with C and the claimant.
- [23] L initially lived in a shelter at the Okanagan Boys and Girls Club Youth Centre for a short period of time from February 6, 2024 to March 6, 2024. L then lived with church members until she graduated from senior secondary school in June 2024. After graduating, L worked and lived at a bible camp as a part-time lifeguard and kitchen staff. On September 23, 2024 L enrolled in the intern and discipline discipleship program at a bible camp which ran until April 26, 2025. The cost of the program was \$130 for the first month and \$300 per month thereafter which covered housing and food but not other living expenses such as clothing and a cell phone.
- [24] The respondent deposes that he bought L a Ford Escape vehicle for \$5,800 which he will transfer into L's name when she gets her driver's license. His intention was to leave the vehicle with her in April 2025 but this had not happened by the time of the September 19, 2025 hearing. He has sent money to L. At the time of deposing an affidavit L was planning to work at the YMCA as a lifeguard and before returning to the bible camp as a counsellor for the summer of 2025.
- [25] L has advised the respondent that the claimant has not provided her with any financial support.
- [26] The claimant's family have helped to support L since she was evicted from the claimant's house.

- [27] The claimant was paying \$2,500 for a three-bedroom rental where L had her own room. Once L decided that she would not return, the claimant could no longer afford a three-bedroom house and so took a two-bedroom apartment for herself and C. She had no room to store L's possessions after she moved out in October. She stopped incurring the additional cost for L's housing in October 2024.
- [28] The claimant was not receiving the proper amount of child support for two children from February 2024. The respondent should have been paying \$1,368 for two children but was only paying \$854 per month.
- [29] The respondent's position at the application was that L should receive 50% of child support for two children because the claimant also has an obligation to support L. This would mean that the respondent would receive \$200 less in child support for one child but this could be considered her contribution to L's child support.
- [30] The claimant's guideline income in 2024 was \$29,554. If she were to pay child support for one child it would be in the amount of \$268 per month.
- [31] L may not be living with either party but she is still a child of the marriage as defined by the Divorce Act. She is not fully independent. Justice Burke dealt with a similar case in *Saccary v. Spencer*, 2022 BCSC 1151 where a 16-year-old child who was clearly in crisis was no longer living with either parent but was not self-supporting. After reviewing several authorities Justice Burke concluded that the child continued to be a child under Part 7 of the Family Law Act and had not withdrawn himself from the care of his parents. Accordingly, child support was still payable. In that case the child support was payable to the mother. In this case I find it would be inappropriate to pay the claimant given that she is not contributing to L's support. L should receive the support directly.
- [32] For the time period between February 1 2024 and the present I order that the respondent pay \$514 per month directly to L being the difference between what he should have paid and what he did pay (\$1,368 - \$854). The respondent should receive credit for the \$2,700 that he paid L between June 24, 2024 and February 8, 2025.
- [33] Going forward, I order the respondent to pay 50% of the child support owing for two children to L and 50% of the child support for two children to the claimant for the support of C. This will be a reduction in the amount of support payable for C but the reduction satisfies the claimant's obligation to support L.
- [34] L turns 19 in December 2025. She has been accepted into a post-secondary school for a one-year diploma in "Omega Global".
- [35] L is a child of the marriage now and it appears that she will be unable to withdraw from parental support in December when she commences her one-year program.

Retroactive Variation and Reason for delay

- [36] The respondent says that the claimant refused to renegotiate child support in good faith or make financial disclosure. She responds that she provided her tax information to counsel for the respondent on three occasions namely December 15, 2020 to December 30, 2022 and two more times from her legal aid lawyers. The respondent did not provide his tax information until recently. The claimant consented to an order at a Judicial Case Conference to produce her tax returns for the years 2021, 2022 and 2023 within 60 days of the JCC. The respondent also consented to an order that he produce his notices of assessment for the years 2021, 2022 and 2023. On the evidence before me it appears that both parties were responsible for the delay.
- [37] The final order is reviewable annually to adjust for changes in income and support. K ceased to be a child of the marriage in the middle of the child support year so that adjustment requires a variation of the order based on a material change in circumstances. L moved out of the claimant's home and as such this constitutes a material change in circumstances as well.
- [38] This variation is being made under s. 17 of the Divorce Act.
- [39] I adjust child support based on calendar years for the retroactive variation because I have the income information available to me. The Saunders order adjusted prospective child support on July 1st each year because the parties would not have their tax information until May or June each year. In the future the July 1st adjustment date will apply for annual adjustments.
- [40] I will not calculate arrears in support but will leave that to the BCFMA who have accurate records of what was paid and reliable programs for generating those calculations based on the terms of this order.

What child support is payable by the respondent

- [41] There is no dispute about what each party's guideline income is, although the claimant alleges that the respondent is intentionally under-employing himself to avoid an increase in support. I have no evidence to make that determination.

Guideline incomes and support payable

The Claimant's Income

- [42] The claimant is unemployed and on disability and her income for the past four years is as follows:

2021 \$27,075

2022 \$28,344

2023 \$29,014

2024 \$29,554

The Respondent's Income

- [43] The respondent is employed as a pilot and his income for the past four years is as follows.
- [44] The Saunders order found that the respondent's income was \$55,001 as at May 31, 2021. This must have been based on his 2020 income. Child support for three children was ordered at \$1,123.
- [45] In 2021 the respondent's income was \$63,795.90. The child support payable by the respondent to the claimant for three children (K, L and C) is \$1,299 per month from January 1 to and including December 1, 2021.
- [46] In 2022 the respondent's income was \$90,255 less union dues of \$1,632.02 for a guideline income of \$88,593.93. The child support payable by the respondent to the claimant for two children (L and C) was \$1,368 per month from January 1 to and including December 1, 2022.
- [47] In 2023 the respondent's income was \$80,892.49 less union dues of \$1,439.26 for a guideline income of \$79,453.23. The child support payable by the respondent to the claimant for two children (L and C) was \$1,231 per month from January 1 to and including December 1, 2023.
- [48] In 2024 the respondent's income was \$90,270.58 less union dues of \$1,778.12 for a guideline income of \$88,602.46. The child support for two children (L and C) is \$1,368. The respondent is ordered to pay the claimant \$1,368 for the support of two children for January 2024. I order that the respondent pay \$514 directly to L from February 1, 2024 to and including September 1, 2025 and \$854 be paid to the claimant for the support of C from February 1, 2024 to and including September 1, 2025. The Federal Child Support Guideline Tables were amended effective October 1, 2025. Child support for two children after October 1, 2025 in British Columbia for a guideline income of \$88,602 is \$1,377 per month. From October 1, 2025 until L ceases to be a child of the marriage or until further order of the court I order that the amount of \$1,377 be equally divided between L and the claimant for the support of C.

Special and extraordinary expenses

The Respondent's Claim

- [49] The respondent deposes that since the final order of Justice Saunders where the respondent was ordered to pay to the claimant his share of the children's special or extraordinary expenses "the claimant and I have not reimbursed each other for any special or extraordinary expenses in respect of the children". The respondent has provided a table showing a list of special and extraordinary expenses submitted by the claimant which he has not reimbursed and now seeks to set off against his extended health coverage costs. He has provided copies of the receipts that he has received from the claimant over the years

with no explanation as to why he did not make his contribution as ordered by the court.

- [50] The respondent has produced a paystub showing what he pays for extended health benefits. This plan covers himself and C and L. He is claiming two thirds of the cost as a special and extraordinary expense.
- [51] The respondent was on a leave of absence in 2021 and provided no medical or dental coverage for the children that year.
- [52] In 2022 the respondent paid \$1,621 for dental insurance premiums and \$3,605.60 for medical insurance premiums. The children L and C's share of those premiums is two thirds of the total as one third is for the respondent's coverage. The total cost of both plans is \$5,226.60. Two thirds of that is \$3,484.40 or \$290.36 per month.
- [53] In 2023 the respondent paid \$1,890 for dental insurance premiums and \$4,202.40 for medical insurance premiums. The total cost of both plans is \$6,092.40. The children L and C's share is \$4,061.60 or \$338.46 per month.
- [54] In 2024 the respondent paid \$2,282.05 for dental insurance premiums and \$5,092.50 for medical insurance premiums. The total cost of both plans is \$7,374.55. The children L and C's two thirds is \$4,916.36 or \$409.69 per month.
- [55] The respondent has provided a calculation of the balance of special and extraordinary expenses owed by and to each party. These include the orthodontic payments the claimant made for L since 2021 and some student fees and dental costs. The amounts are not net of insurance coverage because it appears that the respondent did not submit any claim.
- [56] According to his calculation, because of his contribution to the children's extended medical and dental plans, the respondent claims that the claimant owes him a credit of \$2,738.88.

The Claimant's Claim

- [57] Interim orders have been made for child support and by the time of the summary trial the claimant says that the respondent was in arrears for basic child support and had not paid any special and extraordinary expenses. She deposes that she has outstanding special extraordinary expenses of \$14,732.48 and the respondent was ordered to pay 78.50% of those expenses. I do not have evidence to substantiate that claim.
- [58] The claimant deposes that when the parties separated, the respondent changed the password for their extended medical coverage. This made it so she could not see which medical services were available to the children and what their coverage was. The respondent continues to refuse her access. When she gave him receipts to claim he would keep the reimbursement instead of giving it back to her. He denies this. Some of the medical expenses are direct billed but for the remainder the claimant has to give the respondent receipts to make a claim. The claimant submits that she has given receipts to the respondent on messenger, in person and even discussed them with his lawyer. For example, she

attaches a letter to counsel for the respondent dated September 21, 2019 where she informed him that K had eight teeth removed in surgery. She requested that the respondent would reimburse her as soon as Great West Life put money into his account. She had several medical receipts including the \$2,000 for the tooth extraction. She did not get reimbursed. If the respondent did not submit a claim, it is now too late to claim it.

- [59] In 2021 the respondent moved to Australia and as a result his extended health benefits were temporarily turned off because he was not eligible for them while living outside of Canada.
- [60] The claimant deposes that over the years the respondent has claimed not to have received receipts and then wants to claim them under special expenses where she would pay an additional 25% of the full amount after he already received reimbursement. The respondent has never reimbursed her for any of the children's special expenses.
- [61] The claimant asks that if the court finds her responsible for paying her percentage of the children's coverage on the respondent's Canada Life Insurance plan then she wants full access to the Canada Life Insurance website with the password so that she can access the services available and know the maximum amounts covered by insurance. She seeks to be reimbursed directly as the respondent will not reimburse her.
- [62] The claimant has provided a list of special expenses she has not been reimbursed for since the Saunders order. It appears to me that some of these items are on the list prepared by counsel for the respondent and some are not. I discuss this in further detail below.
- [63] The claimant also claims future special and extraordinary expenses. C is enrolled in homeschooling and needs a laptop, software and a printer. They were able to borrow an old laptop from someone but it was a temporary loan. The claimant seeks an order that the respondent contribute to the purchase of this laptop, software and printer.
- [64] C and L require driving school training which was provided to their older sibling K.
- [65] The claimant says she paid out of pocket for K, E and L's braces for five years. The respondent has not reimbursed her and she cannot afford to pay for C's braces in full at this time. I note that the respondent does include L's orthodontic costs in his calculations. The claimant asks that the respondent contribute upfront but he is unwilling to do so. C's treatment was supposed to start last year and she has provided the respondent with the letter setting out the treatment planning costs. According to the attached quote, the total treatment cost is \$6,850.

Analysis

- [66] Special and extraordinary expenses are defined in s. 7 of the Child Support Guidelines. The applicable section sets out how these expenses are to be divided between the parents:

Special or extraordinary expenses

7(1) In a child support order the court may, on either spouse's request, provide for an amount to cover all or any portion of the following expenses, which expenses may be estimated, taking into account the necessity of the expense in relation to the child's best interests and the reasonableness of the expense in relation to the means of the spouses and those of the child and to the family's spending pattern prior to the separation:

...

- (b) that portion of the medical and dental insurance premiums attributable to the child;
- (c) health-related expenses that exceed insurance reimbursement by at least \$100 annually, including orthodontic treatment, professional counselling provided by a psychologist, social worker, psychiatrist or any other person, physiotherapy, occupational therapy, speech therapy and prescription drugs, hearing aids, glasses and contact lenses;
- (d) extraordinary expenses for primary or secondary school education or for any other educational programs that meet the child's particular needs;
- (e) expenses for post-secondary education; and
- (f) extraordinary expenses for extracurricular activities.

...

Sharing of expense

- (2) The guiding principle in determining the amount of an expense referred to in subsection (1) is that the expense is shared by the spouses in proportion to their respective incomes after deducting from the expense, the contribution, if any, from the child.

Subsidies, tax deductions, etc.

- (3) Subject to subsection (4), in determining the amount of an expense referred to in subsection (1), the court must take into account any subsidies, benefits or income tax deductions or credits relating to the expense, and any eligibility to claim a subsidy, benefit or income tax deduction or credit relating to the expense.

...

Percentages for each parent

[67] In 2021 the respondent's share of special and extraordinary expenses is 70.2% and the claimant's share is 29.8%.

[68] In 2022 the respondent's share of special and extraordinary expenses is 75.76% and the claimant's share is 24.24%.

[69] in 2023 the respondent's share of special and extraordinary expenses is 73.25% and the claimant's share is 26.75%.

[70] In 2024 the respondent's share of special and extraordinary expenses is 74.99% and the claimant's share is 25.01%

Extended medical and dental insurance premiums

[71] The extended medical and dental insurance premiums attributable to the children are special expenses. I have reviewed the respondent's pay stubs and I find that he is only claiming extended medical and dental insurance and he is not claiming for disability benefits which would only benefit himself. I have calculated the children's share of these costs above. The claimant's proportionate share of the children's insurance cost is as follows.

[72] In 2022 the claimant is responsible for 24.24% of \$3,484.40 per annum which is \$844.61 per annum or \$70.38 per month.

[73] In 2023 the claimant is responsible for 26.75% of \$4,061.60 per annum which is \$1,086.48 or \$90.53 per month.

[74] In 2024 the claimant is responsible for 25.01 % of \$4,916.36 per annum which is \$1,229.58 or \$102.46 per month.

[75] The respondent shall provide the claimant with access to the extended medical and dental insurance online application website so that she may make claims directly for the children on their plans. I order the respondent to request from his insurer that the claimant be reimbursed directly for any claim made on behalf of C and L.

Health-related expenses and dental expenses net of insurance

[76] The medical, orthodontic, chiropractic, orthotic and dental costs are all special expenses and should be shared in proportion to the parties' incomes after deduction of insurance coverage. I do not think the respondent claimed the receipts and kept the money. Rather I think he ignored the receipts. He says he thought that the claimant got reimbursed directly. She testified that some of the providers do direct bill the insurance plan first. I believe that is the case for the chiropractic costs and possibly the orthodontic cost.

[77] The cost of K's tooth extraction in 2019 was a special health-related expense that was likely covered by the respondent's dental insurance. If the respondent did not submit the receipt, which I infer that he did not, then he should reimburse the claimant for the amount that should have been covered. I suspect it is 80% but I do not have access to the policy. In the interest of finalizing this matter I will infer that it is 80% and I order that the respondent pay the claimant \$1,600.

[78] Also C needs braces and the orthodontist provided a quote for the cost of this work. That quote is over two years old and will certainly need to be redone.

[79] The parties should inquire as to whether the orthodontist will submit a claim to their dental insurance plan and charge them for the uninsured balance. Any balance owed by the parties is to be shared in proportion to their incomes. Given that the respondent has a history of ignoring requests for reimbursement the parties should request that the orthodontist bill each of them directly.

Extraordinary expenses for secondary school education or for any other educational programs that meet the child's particular needs

[80] I find that school fees, tuition, uniform costs and additional costs for sports activities at school (i.e., rugby fees) are extraordinary expenses which should be divided in proportion to the parties' incomes.

[81] C attends high school online and needs a laptop in order to complete his studies. This is an expense for secondary school education that meets the child's particular needs. The claimant is ordered to determine the cost of the computer and installation of any necessary programs that C needs for school and to provide that quote to the respondent in writing. Within seven days he is to contribute upfront 74.99% of that cost so that she can purchase the laptop. The claimant will immediately provide proof of the cost of the laptop.

[82] The claimant asks that the parties share the cost of driving training for both C and L. This is an extraordinary expense that meets the child's needs. The parties are to share this expense in proportion to their incomes.

[83] The claimant wants to address historical expenses for Las Vegas condo costs and life insurance costs that are beyond the scope of this application.

[84] Also, there are costs that each party has covered for the children that are not included in this judgment. The respondent bought L a car which he keeps at his house. The claimant has supported K after I found that K has ceased to be a child of the marriage. These costs are voluntary contributions by the parents and are not reimbursable.

Balance owing

[85] The respondent has provided a calculation of the special and extraordinary expenses each party has paid between June 22, 2021 and August 31, 2025. He claims that his percentage share is \$5,448.45 for the annual dental and health insurance costs for L and C. His calculation is that the claimant's share of the expenses that she paid is \$2,709.57 for orthodontic, chiropractic and dental costs, and some school and practice fees, and orthotics. The respondent claims that the claimant owes him a balance of \$2,738.88. The percentages used by the respondent vary slightly from my findings on the percentages payable by the parties so these figures should be recalculated by BCFMA.

[86] I have set out the amounts of medical and dental insurance paid by the respondent and the percentages that each party is responsible for paying above.

- [87] The respondent has included a list of the special and extraordinary expenses that the claimant paid for. I agree that these expenses should be shared. They are:
- a) 2021 orthodontic costs for L in the amount of \$845. The respondent is required to pay 70.2%.
 - b) 2022 orthodontic costs for L, student fees for L, crutches for L, chiropractic costs for L and C and dental costs for C in the total amount of \$1,777.75. The respondent is ordered to pay 75.76 %.
 - c) 2023 youth events, school fees for L and orthotics for C in the total amount of \$1,215. The respondent is ordered to pay 73.25%.
- [88] The claimant provided a list of special expenses she has paid since the May 31, 2021 order. Many of the expenses on her list are included in the respondent's list. The items that are not included are L's rugby fee in the amount of \$235, 2022 school fees for L and C in the amount of \$550 and L and C's uniform expense of \$1,107.82. The total cost of these items was \$1,892.82. In 2022 the respondent's share of special and extraordinary expenses was 75.76%. He owes the claimant a reimbursement of \$1,434.
- [89] In 2024 the claimant paid for C's tuition fee and L's prescriptions for a total of \$258.76. In 2024 the respondent's share of special and extraordinary expenses was 74.99%. He owes the claimant a reimbursement of \$194.04.
- [90] In 2025 the claimant paid C's tuition fee of \$200. The respondent's portion is 74.99%. He owes the claimant a reimbursement of \$149.98.

Parenting Time Exchange

- [91] C now lives in West Kelowna with the claimant and the respondent lives in Salmon Arm. The towns are about 90 kms apart. The respondent requests that the claimant drive C as far as Vernon for pick-up and drop-off.
- [92] The claimant submits that the respondent has not requested parenting time for over a year. If he gives her adequate notice then she agrees to drive C to Vernon.
- [93] I order the claimant will drive C to Vernon to meet the respondent for agreed-to parenting time provided she has been given seven days' notice.

Costs

- [94] There has been divided success. Both parties have been responsible for the delay in dealing with these matters. Given the respondent's conduct in ignoring special and extraordinary expenses for years I do not believe he is entitled to full costs of this matter but it was through his initiative and expense that this matter finally made it before the court. I think it is fair that the claimant contribute some money toward his costs in doing so. Accordingly I order the claimant to pay costs of \$2,500.

My Order

- [95] The respondent's obligation to support K ended in December 2021 when K ceased to be a child of the marriage as defined under the Divorce Act.
- [96] The respondent's guideline income in 2021 was \$63,795.90. The respondent is ordered to pay to the claimant child support for three children K, L and C in the amount of \$1,299 per month for that calendar year.
- [97] The respondent's guideline income in 2022 was \$88,593.93. The respondent is ordered to pay to the claimant child support for two children, L and C in the amount of \$1,368 per month for that calendar year.
- [98] The respondent's guideline income in 2023 was \$79,453.23. The respondent is ordered to pay to the claimant child support for two children L and C in the amount of \$1,231 per month for that calendar year.
- [99] The respondent's guideline income in 2024 was \$88,602.43. The respondent is ordered to pay to the claimant child support for two children in the amount of \$1,368 for the month of January 2024.
- [100] From February 1, 2024 to and including September 1, 2025 the respondent is ordered to pay child support in the amount of \$514 per month to L. The respondent shall receive credit for the \$2,700 he paid to L between June 24, 2024 and February 8, 2025. From February 1, 2024 to and including September 1, 2025 the respondent is ordered to pay support in the amount of \$854 to the claimant for the support of C.
- [101] Commencing October 1, 2025 the respondent is ordered to pay 50% of the child support payable for two children in the amount of \$688.50 per month to L and a further \$688.50 per month to the claimant for the support of C each and every month until L and C cease to be children of the marriage or until further order of the court. If L returns to reside with the claimant then the respondent should pay to the claimant the full amount of child support for two children, L and C.
- [102] If L attends the one-year program at college or another full-time post-secondary program commencing in December 2025 or January 2026 then she will not cease to be a child of the marriage on her 19th birthday.
- [103] In the future, the parties shall exchange their income tax returns and notices of assessment by June 1st of each year and adjust child support according to the applicable child support guideline table effective July 1st of each year.
- [104] In 2021 the respondent's share of special and extraordinary expenses is 70.2% and the claimant's share is 29.8%.
- [105] In 2022 the respondent's share of special and extraordinary expenses is 75.76% and the claimant's share is 24.24%

- [106] In 2023 the respondent's share of special and extraordinary expenses is 73.25% and the claimant's share is 26.75%.
- [107] In 2024 the respondent's share of special and extraordinary expenses is 74.99% and the claimant's share is 25.01%.
- [108] Medical and dental insurance premiums attributable to a child are special expenses to be shared by the parties in proportion to their incomes.
- [109] The respondent shall provide the claimant with access to the extended medical and dental insurance online application website so that she can make claims directly for C and L. The respondent shall request that the insurer reimburse the claimant directly for C and L's expenses.
- [110] For 2022 the claimant shall pay 24.24% of \$3,484.40 for C and L's medical and dental insurance premiums in the amount of \$844.61 per annum.
- [111] For 2023 the claimant shall pay 26.75% of \$4,061.60 for C and L's medical and dental insurance premiums in the amount of \$1,086.48.
- [112] For 2024 the claimant shall pay 25.01 % of \$4,916.36 for C and L's medical and dental insurance premiums in the amount of \$1,229.58.
- [113] The 2021 orthodontic costs for L were \$845. The respondent is required to pay 70.2%.
- [114] The 2022 orthodontic costs for L, student fees for L, crutches for L, chiropractic costs for L and C and dental costs for C were in the total amount of \$1,777.75. The respondent is ordered to pay 75.76 %.
- [115] The 2023 youth events, school fees for L and orthotics for C were in the amount of \$1,215. The respondent is ordered to pay 73.25%.
- [116] The cost of K's tooth extraction in 2019 was a special health related expense. The respondent shall pay the claimant \$1,600 to reimburse her for what the dental insurance plan likely would have covered had he submitted the receipt for reimbursement.
- [117] The cost of C's braces is a special expense and any balance owed after insurance is to be shared by the parties in proportion to their incomes. I order the parties to contact the orthodontist and separately make arrangements for payment of their share of the costs.
- [118] School fees, tuition, uniform costs and additional costs for sports activities at school (i.e., rugby fees) are extraordinary expenses which should be divided in proportion to the parties' incomes.

- [119] The laptop, computer programs and a printer that C requires for school are extraordinary expenses. The claimant shall determine the cost of this school equipment and provide it to the respondent. Within seven days of receipt of the quote the respondent is to contribute 74.99% of the cost of the purchase upfront so that the claimant can complete the purchase. The claimant shall immediately provide the respondent with proof that she has purchased this school equipment.
- [120] Driver's education training programs are extraordinary expenses for C and L that meet their safety needs. The parties shall contribute to the cost of these programs in proportion to their incomes.
- [121] The claimant will drive C to Vernon, British Columbia to meet the respondent for agreed-to parenting time provided that the respondent gives her seven days' notice of the visit.
- [122] The claimant will pay partial costs to the respondent in the amount of \$2,500.

"B. M. Young, J."

The Honourable Justice Young

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