

CANADA / JUDGMENT

B.T.D. v. R.C.D.

2025 BCSC 1785

COURT

Supreme Court of British Columbia

DECIDED

20 June 2025

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2025 BCSC 1785 B.T.D. v. R.C.D.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

B.T.D. v. R.C.D.,

2025 BCSC 1785

Date: 20250620

Docket: E221434

Registry: Vancouver

Between:

B.T.D. also known as B.T.J.

Claimant

And

R.C.D.

Respondent

Corrected Judgment: The text of the judgment was corrected on the front page on September 17, 2025

Before: The Honourable Justice Thomas

Oral Reasons for Judgment

In Chambers

Counsel for the Claimant:

T. Jackson

A. Dalla Zanna

The Respondent, appearing in person:

R. Down

Place and Date of Trial/Hearing:

Vancouver, B.C.

June 20, 2025

Place and Date of Judgment:

Vancouver, B.C.

June 20, 2025

- [1] THE COURT: This is an application by the respondent for numerous orders to vary the terms of the final order that was entered into with the assistance of counsel on June 14, 2024.
- [2] I agree with claimant's counsel that the variations sought are significant and demonstrate an unwillingness to be bound by the agreed-upon orders in absence of a material change in the circumstances.
- [3] The application had over 750 pages and contained an abundance of inadmissible and irrelevant information. Despite its lack of relevance, I accept that it raises issues that are clearly upsetting to the claimant.
- [4] On June 3, 2025, the claimant, through counsel, provided a detailed settlement proposal that addressed all of the concerns raised by the respondent and made numerous concessions that were not legally required but were made in good faith to avoid responding to the application and to preserve the relationship between the parties.
- [5] Upon reviewing this response with the respondent, I order that the respondent's application be dismissed and that the order proposed by the claimant be made with the exception of the paragraph detailing the proposed religious requirements of the children, and that is para. 14 of the consent order that was handed up by the claimant's counsel and referred to in oral submissions.
- [6] The claimant states that she is entitled to special costs because this application was entirely unnecessary. In fact, she would have been within her rights to simply accept the dismissal of the application but has chosen to have her settlement proposal endorsed by the court. It is clear that these proceedings have been very difficult on the parties, causing emotional and financial distress to both the claimant and the respondent.
- [7] When I reviewed the settlement proposal with the respondent he seemed genuinely unaware that many of the issues he was seeking had been consented to.

- [8] The respondent has my sympathies. It can be very difficult to deal with orders and court proceedings under the stress and fears over both finances and access to your children. However, in this case, the claimant went above and beyond in addressing the multitude of issues raised and provided positions that were more favourable to the respondent than the respondent was legally entitled to. When the respondent rejected those terms and came to court, again the claimant was able to prioritize what was best for maintaining a necessary relationship with the respondent and what was best for her children, and she continued to offer the generous terms to the respondent.
- [9] The claimant, in these circumstances, is clearly entitled to a costs award. Despite the emotional context of the litigation, the respondent should have accepted the settlement proposal, and his failure to do so, especially given the nature of the application and both the volume and content of the materials filed, would surely cause the claimant to incur significant unnecessary costs and associated stress.
- [10] There is a further issue, though. Throughout the litigation, the respondent has made inappropriate and offensive comments to the claimant about her legal counsel. The respondent was provided the case of *C.S. v. C.B.*, 2021 BCSC 879, and was asked to comment on it with respect to his conduct. I specifically note paras. 24-26, which discuss the purpose of special costs, and paras. 27-29, which address the role of counsel and specific issues arising from the conduct that is of concern here.
- [11] Here, in my view, the conduct has been extreme. This is set out in para. 26, at para. 42 of the claimant's argument, with respect to both the terms that the respondent was mentioning and how these comments seem specifically designed to cut into the heart of the solicitor/client relationship. The respondent has referred to the claimant's counsel, Ms. Jackson, as a "cunt," a "bitch," a "parasite" on numerous occasions and has accused her of being incompetent, overbilling, and acting contrary to the claimant's interests. It was clear that these aggressive attacks were causing concern to the claimant, who actually had to intervene on some occasions coming to the aid of her counsel.
- [12] The respondent repeatedly instructed the claimant to get rid of her lawyer and threatened that they would never reach a resolution unless she fired her lawyer. He urged the claimant to negotiate matters directly with him and leave her lawyer out of it.
- [13] The respondent made comments to the claimant about Ms. Jackson that could only be interpreted as intentionally undermining the claimant's confidence and trust in her counsel. For example, he told the claimant that "she [her lawyer] is outright lying to you and has done this over and over again" and has referred to the lack of ethics of her lawyer and the way she has conducted herself in these proceedings. He has also advised the claimant that due to his concerns over this egregious conduct, that he would be making several formal complaints to the law society about the claimant's lawyer.

- [14] In addition, the children have identified the claimant's lawyer's house as the location where an evil witch resides who is "breaking Daddy's heart." The respondent acknowledges that he has made mistakes and that he acted emotionally. He believes that he will be able to better control his emotions now.
- [15] He has no acceptable explanation for the children identifying the claimant's counsel as a witch and acknowledges that he knows her address, but there is no explanation as to how the children would identify her house as the place where the witch lives, who is "breaking Daddy's heart." I do not accept that these comments are based on information that the children obtained from the movie Wicked. It is clear that they were identifying counsel's house and associated her house with the phrase "where the witch lives". In my view, it is clear the respondent identified the claimant's lawyer's house and told the children that that is where the "evil witch" lives who is "breaking Daddy's heart."
- [16] The respondent says he is a better person now, and these comments were made in moments of high stress and anger. I accept that this is the case. However, actions such as these have to have consequences attached to them.
- [17] I am aware of both parties' financial circumstances and the fact that both appear to be relying on their parents for financial support. However, this was a one-day application, not a full trial. I am considering the impact of events that were made throughout the course of this litigation within a one day application.
- [18] Additionally, a settlement offer was made on June 3 which expired on June 5th. This offer was not accepted by the respondent. In my view, given the difficult financial circumstances faced by the respondent, a special costs award from June 6, 2025, up to and including today's hearing is appropriate. If the parties cannot agree on the amount of special costs, the registrar will determine the appropriate costs in accord with the rules. The standard rule of special costs will apply -- that is, the claimant is entitled to special costs for any dispute of the bill that occurs before the registrar.
- [19] So the application has been dismissed. The order dealing with the application is that set out in the consent order with one exception I articulated in my reasons, and I have just made my order with respect to special costs.

"Thomas J."

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Prepared on 23 October 2026 · Esheria