

CANADA / JUDGMENT

C.D. v. B.C.

2013 BCSC 915

COURT

Supreme Court of British Columbia

DECIDED

15 March 2013

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2013 BCSC 915 C.D. v. B.C. IN THE SUPREME COURT OF BRITISH COLUMBIA Citation: C.D. v. B.C., 2013 BCSC 915 Date: 20130315 Docket: E113186 Registry: Vancouver Between: C.D. Claimant And B.C. Respondent Corrected Reasons: These Oral Reasons were corrected on July 10, 2015 on pages 2-53. Before: The Honourable Madam Justice Dickson Oral Reasons for Judgment In Chambers Counsel for Claimant: Garth E. Edwards Counsel for Respondent: Robin P. McQuillan Place and Date of Trial: Vancouver, B.C. January 28-31, 2013 February 1 and 21, 2013 Place and Date of Judgment: Vancouver, B.C. March 15, 2013

INTRODUCTION

- [1] The parties in this family law proceeding, C.D. and B.C., are the unmarried parents of D. D. is a bright, shy young boy born in November, 2007. He is loved by both of his parents, but their attitudes and current abilities to parent him responsibly and effectively differ to a significant degree. C.D. consistently recognizes, prioritizes and acts upon D.'s needs, desires and interests. B.C. is sometimes blinded in these areas by his own.
- [2] C.D. and B.C. lived together as a couple from approximately May 2001 until November 2009. Prior to D.'s birth their relationship was often mutually satisfying, although occasionally marked by disagreement and strife. B.C. is a rather rigid, self-centred person who often expects others to comply with his demands without question and has trouble seeing their differing perspectives. C.D. is an unusually accommodating person who tries hard to please, at times, in my view, in unrealistic and rather self-defeating ways.
- [3] After D. was born serious problems quickly developed between C.D. and B.C. The difficulties were related in part to marked differences in their approaches to parenting and the conflict that inevitably ensued. In November 2009, C.D. moved out of the family home with D., but they continued to spend considerable time together. B.C. considered the family relationship to be ongoing. C.D. was ambivalent and hopeful that things would change and improve. They did not.

- [4] Since the parties separated D. has spent varying amounts of time with each of his parents. Since May 2012, by consent, he has spent six of every 14 days with B.C. and the remaining eight with C.D. Until June 2012 C.D. alone carried virtually all the financial burden of raising D. Since June 2012, after these proceedings were commenced, B.C. has paid \$1,000 per month in basic child support.

ISSUES

- [5] The parties agree to an order for joint custody and guardianship of D. They also agree that the constructive trust claim pleaded but not advanced at trial by B.C. should be dismissed.
- [6] Accordingly, the issues for determination are:
1. What is an appropriate parenting plan, and, in particular:
 - i. should either parent's residence be designated as D.'s primary residence? ii. should either parent have final decision-making authority? iii. should a parenting coordinator be appointed? iv. how much parenting time should each parent spend with D?
 2. When should D. be enrolled in kindergarten?
 3. What is B.C.'s income for Guideline purposes?
 4. Should B.C. be ordered to pay retroactive child support and, if so, in what amount?

FACTS

- [7] C.D. and B.C. are both of [Content Redacted] origin. They are also both strikingly intelligent, well-educated, articulate individuals. Both work in the computer field.
- [8] C.D. is a full-time employee with [Content Redacted]. B.C. is a self-employed computer systems analyst with a single full-time client: [Content Redacted].
- [9] C.D. was born in 1968. B.C. was born in 1966.
- [10] Throughout the trial C.D. and B.C. differed on various points in their evidence. Some of the differences were in perception and interpretation of events; others were on matters of fact. As a result, my factual findings must depend to some extent on my assessment of their respective levels of credibility and reliability as witnesses. I make the following overarching findings in this regard.
- [11] I do not doubt that C.D. and B.C. each recounted their present recollection of past events to the best of their abilities. Just as I am satisfied that those abilities differ with respect to parenting skill, however, I am satisfied that they differ with respect to the capacity of each to provide a factually accurate account of what transpired. In particular, I find that C.D.'s recollection of events is generally more credible and more reliable than B.C.'s. I reach this conclusion based on its greater consistency with the surrounding circumstances and other evidence, including, for example, B.C.'s failure to contribute financially to D.'s support until

2012, the tone and content of many of their email communications, and the disturbing list of instructions B.C. produced for C.D. to follow when D. was an infant.

- [12] The findings outlined below are based in part on my preference of C.D.'s evidence to that of B.C.
- [13] C.D. met B.C. in 2000 when he was performing consulting work with her employer. She was unhappily married to an abusive husband at the time and a supportive friendship quickly grew. After she left her husband, the relationship blossomed into a romance.
- [14] In April 2001, C.D. moved into the apartment in Burnaby that B.C. shared with his childhood friend C.M. The three lived there together until 2005, when C.M. moved out.
- [15] In April 2007, C.D. became pregnant. This was her third pregnancy with B.C. since the two met in 2000. The first two pregnancies were terminated by agreement between the parties, although C.D. agreed to the second termination with some reluctance. Given her age and desire for children, however, C.D. was unwilling to terminate the third.
- [16] C.D. testified, and I accept, that B.C. was not enthusiastic about the 2007 pregnancy. Nevertheless, she persisted and in November 2007 D. was born. B.C. was present at the delivery. I accept his testimony that he was thrilled by the birth of his son.
- [17] C.D. took a year of maternity leave after D. was born. Not surprisingly in these circumstances, she was and has always been D.'s primary caregiver. B.C. worked long hours during the period immediately after D.'s birth, but took an interest in his son and was concerned with his welfare. He was particularly concerned with matters related to D.'s health.
- [18] Many of B.C.'s views on childcare were, at best, idiosyncratic and unusual. Some were inconsistent with medical advice and with C.D.'s well-informed opinions to the contrary. All were forcefully expressed by B.C. Some were issued as commands.
- [19] C.D. testified, and I accept, that B.C. insisted she not bathe D. all over his body when he was a young infant. Apparently this position was based on advice received from B.C.'s mother who was in [Content Redacted] but with whom he was regularly in touch. He also insisted that C.D. place a coin on D.'s navel and affix it there with a handkerchief to avoid any protrusion. He issued other directives on matters such as how long C.D. was permitted to take D. outside following an illness and where she was and was not allowed to take him in the course of the day. On one occasion he wrote out these requirements, including permissible times out of doors in increasing increments of 5 minutes per day and posted them on the wall. In this written instruction he described the listed requirements as "not negotiable".
- [20] I reject B.C.'s testimony to the effect that he did not mean what he said in the written requirements document that was marked as an exhibit. I find that he did mean exactly what he wrote.

- [21] C.D. generally responded to B.C.'s controlling behaviour in connection with D. by trying to appease him. She followed some of his directions some of the time. At other times, she refused or neglected to do what she was told. Not surprisingly in all of the circumstances a considerable degree of tension and strife in relation to parenting developed between these two people. It could hardly have been otherwise.
- [22] After C.D. returned to work in November 2008 she placed D. in daycare. She paid the cost and while she and B.C. continued to live together she delivered D. there and back. B.C. claimed in his testimony to be quite involved in D.'s care during this period. I do not accept his claim and note in this regard, for example, that B.C. did not keep a car seat in his own car to use for transporting D.
- [23] In October 2009, B.C.'s parents came to Canada from [Content Redacted] for an extended visit. In November 2009, C.D.'s mother also arrived. At approximately the same time, C.D. and D. moved out of the Burnaby apartment. They never returned.
- [24] B.C. testified, and I accept, that for some considerable time after the November 2009 separation he continued to see himself, C.D. and D. as an operating family unit. He held this view despite the fact that they did not live together, which he attributed, at least in part, to the comings and goings of their respective parents who would visit from [Content Redacted].
- [25] I also accept that C.D. hoped she and B.C. would be able to reconcile and live together in greater harmony, in part because she considered this would be in D.'s best interest. For this reason, C.D. encouraged a high level of ongoing contact, and she may well have contributed to B.C.'s confusion regarding the actual state of their ongoing relationship and the future prospects for reconciliation. As to its true nature, I am satisfied that from November 2009 onward the parties were in fact separated from one another, although until 2011 both hoped for a reconciliation. This hope was not realistic.
- [26] For the first few years after they separated, despite C.D.'s efforts to encourage contact and the development of family bonds B.C. was not particularly interested in spending a lot of time with D. By 2011 when his parents again came to Canada, however, his interest in so doing had increased. As the person who assumed primary responsibility for caring for her son C.D. understandably oversaw the detail of B.C.'s access to D. She did so in a manner that was always directed at developing closeness and harmony between the two. That is to her considerable credit.
- [27] In September 2011 an incident occurred that led to the commencement of these proceedings. It is unnecessary for present purposes to review most of what transpired. In summary, B.C. refused to return D. to C.D. following an access visit. In the course of so doing he told her that D. would be staying with him and he pushed C.D. The police were called. Ultimately an arrangement was made for C.D. to collect D. the following day, which she did without further incident.

- [28] After the September 2011 incident C.D. sensibly concluded that clarity and certainty were required with respect to D.'s custody and guardianship. Her conclusion was based in part on B.C.'s refusal to return D. during the incident I just described, and also on several disturbing comments that D. began to make. Those comments suggested a negative shift in his attitude toward her, perhaps fuelled by the conflict that she and B.C. were experiencing, some of which took place in D.'s presence. For example, D. stated to C.D.: "I can't come to your place because you were mean to daddy and the bear will eat you."; "I'm angry with you and don't want to come to your house because you hurt daddy and my grandmother and my grandfather."; and "I can't come to live with you because I'm a boy and you're a girl and daddy said that I belong to daddy because he is a boy too."
- [29] After these proceedings were commenced the parties worked toward clarifying and resolving disputed issues between them in connection with parenting D. Between January and March 2012, they attended for parenting coaching with a person by the name of S.B. Unfortunately, although C.D. was ready, willing and able to engage in a meaningful way with a view to improving communication and cooperation, B.C. was not. On the contrary, he refused to engage in any meaningful way with S.B. and, predictably, no progress was made.
- [30] In May 2012, B.C. brought on an application for equal parenting time. That application was dismissed. By consent, however, an order was made increasing his parenting time from the prevailing schedule of 5 out of 14 to 6 out of 14. C.D. made this agreement in the optimistic but unrealistic hope that it would lead B.C. to deal with her in a more cooperative manner in matters relating to D, which she was concerned with because she correctly assessed that it would be in D.'s best interest were this to occur.
- [31] B.C. offered to pay daycare costs for D. in the summers of 2010 and 2011. Despite these offers, however, he failed actually to pay anything and C.D. did not press the point. I conclude that her conduct was based on a misguided hope that not pressing the point would lead B.C. to deal with her, and thus with D., in a more cooperative and productive manner. It did not.
- [32] In June 2012, after these proceedings were commenced, B.C. began to pay \$1,000 per month to C.D. for basic support.
- [33] As noted, D. was born in November 2007. Given his late birthday, his personality and her research, C.D. concluded that his best interest would be served by enrolling him in kindergarten in the fall of 2013. She and B.C. had discussed this possibility in a vague and general sense over the years, but when the time came for a decision to be made B.C. did not actively engage with her in the decision-making process. When he learned of her conclusion on the matter, however, he adamantly insisted that D. was to be enrolled in a kindergarten of his choice starting in September 2012. C.D. did not agree.

- [34] D has been tested at his daycare for kindergarten readiness. The test results show that from a cognitive and developmental perspective he is ready to begin. The daycare supervisor, Y., confirmed these results in her viva voce testimony during the trial.
- [35] In September 2012, B.C. brought on an application for an order that D. be immediately enrolled in kindergarten. That application was dismissed, as was his appeal of the decision. D. presently continues to attend at his daycare.
- [36] C.D. testified, and I accept, that B.C. has told her he will "wipe the floor with her" if she does not obey his demands with respect to the care and control of D. He has also told her that he will ruin her financially with litigation costs.
- [37] Details of B.C.'s annual income and expenses claimed for tax purposes in connection with his work for the years 2011, 2010 and 2009 are set out in his income tax returns. The evidence, including a review of the returns, reveals that the line 150 net income claimed was calculated by deducting various expenses from gross billings, some of which expenses are "everyday" or personal in nature. For example, expenses such as rent and telephone costs were deducted from gross billings for tax purposes to reach the net income figure. These expenses would have been incurred in any event, without regard to B.C.'s work as a computer systems analyst working on behalf of his single client.
- [38] In 2011, B.C.'s gross billings were \$127,690; in 2010, his gross billings were \$113,660; in 2009, his gross billings were \$112,000.
- [39] Details of C.D.'s annual income in connection with her work are also set out in her income tax returns. Unlike B.C., she earned income as an employee rather than an independent contractor. In 2011, C.D.'s employment income was \$82,893; in 2010, it was \$80,074; in 2009, it was \$79,860. LAW
- [40] The legal principles that apply are not controversial.
- [41] As to custody, guardianship and access the best interests of D. are paramount. Section 24 of the Family Relations Act, R.S.B.C. 1996, c. 128, provides in this regard: Best interests of child are paramount 24 (1) When making, varying or rescinding an order under this Part, a court must give paramount consideration to the best interests of the child and, in assessing those interests, must consider the following factors and give emphasis to each factor according to the child's needs and circumstances:
- (a) the health and emotional well being of the child including any special needs for care and treatment;
 - (b) if appropriate, the views of the child;
 - (c) the love, affection and similar ties that exist between the child and other persons;
 - (d) education and training for the child;

- (e) the capacity of each person to whom guardianship, custody or access rights and duties may be granted to exercise those rights and duties adequately. (1.1) The references to "other persons" in subsection (1) (c) and to "each person" in subsection (1) (e) include parents, grandparents, other relatives of the child and persons who are not relatives of the child.
 - (2) If the guardianship of the estate of a child is at issue, a court must consider as an additional factor the material well being of the child.
 - (3) If the conduct of a person does not substantially affect a factor set out in subsection (1) or (2), the court must not consider that conduct in a proceeding respecting an order under this Part.
 - (4) If under subsection (3) the conduct of a person may be considered by a court, the court must consider the conduct only to the extent that the conduct affects a factor set out in subsection (1) or (2).
- [42] As to child support, the starting point for determining income for child support purposes is s. 16 of the Federal Child Support Guidelines, SOR/97-175 (the "Guidelines"). Section 16 provides:
16. Subject to sections 17 to 20, a spouse's annual income is determined using the sources of income set out under the heading "Total income" in the T1 General form issued by Revenue Canada and is adjusted in accordance with Schedule III.
- [43] Section 18 of the Guidelines provides:
18. (1) Where a spouse is a shareholder, director or officer of a corporation and the court is of the opinion that the amount of the spouse's annual income as determined under section 16 does not fairly reflect all the money available to the spouse for the payment of child support, the court may consider the situations described in section 17 and determine the spouse's annual income to include
- (a) all or part of the pre-tax income of the corporation, and of any corporation that is related to that corporation, for the most recent taxation year; or
 - (b) an amount commensurate with the services that the spouse provides to the corporation, provided that the amount does not exceed the corporation's pre-tax income.
- (2) In determining the pre-tax income of a corporation for the purposes of subsection (1), all amounts paid by the corporation as salaries, wages or management fees, or other payments or benefits, to or on behalf of persons with whom the corporation does not deal at arm's length must be added to the pre-tax income, unless the spouse establishes that the payments were reasonable in the circumstances.
- [44] In the course of their submissions, counsel for the parties referred to several case authorities with respect to the best interest test, as well as to the Guidelines and related authorities. In particular, they referred to: *Clark v. Clark*, 2011 BCSC 724; *Cain v. Hodgson*,

2012 BCSC 1228; Betz v. Joyce, 2009 BCSC 1199; Sukul v. Sukul, 2011 BCSC 502; R.A.F. v. J.R.F., 2010 BCSC 552; Clark v. Clark, 2012 BCCA 297; Swiderski v. Dussault, 2009 BCCA 461; Pullman v. Pullman, 2000 BCSC 1654; A.H.B. v. C.L.B. 2012 BCSC 1930; and S.(D.B.) v. G. (S.R.), 2006 SCC 37.

[45] I have read and considered all of the foregoing authorities. For present purposes, I will not review them in detail given that every case is highly fact sensitive and unique. In general terms, however, I note that the following propositions emerge:

- a. In cases involving a long history of conflict, animosity or delayed responsiveness as to necessary decisions the best interests of children may be served by granting one parent the power to make final decisions, particularly regarding matters likely to arise on a repeated basis. This is so because ongoing conflict, animosity and unduly delayed decision-making between parents may adversely affect the well-being of children.
- b. In cases involving a long history of conflict, animosity or delayed responsiveness as to necessary decisions the appointment of a parenting coordinator may be appropriate, even though one parent opposes the appointment.
- c. Where a spouse, for tax purposes, deducts from income expenses that are incurred for personal benefit, rather than attributable to business, those expenses will not be considered reasonable for support purposes. Accordingly, such expenses will be taken into account in the court's assessment of how much money is available to a spouse for the payment of child support under the Guidelines.
- d. Where an order for retroactive child support is sought the court must consider all of the circumstances in deciding whether it would be appropriate. Unreasonable delay by the recipient parent in seeking the order will militate against its award; blameworthy conduct by the payor parent will have the opposite effect. Relevant factors for consideration include: whether there is a reasonable excuse why support was not sought sooner; the conduct of the payor parent; the circumstances of the child; and hardship occasioned by a retroactive award. As a general rule, the start date for a retroactive award will be the date when effective notice was given to the payor parent indicating that child support should be paid, typically up to three years in the past. DISCUSSION What is an appropriate parenting plan? In particular, should either parent's residence be designated as D.'s primary residence? Should either parent have final decision-making authority? Should a parenting coordinator be appointed? How much parenting time should each parent spend with D?

[46] As noted, the parties agree to an order for joint custody and guardianship. C.D. submits, however, that her residence should be designated as D.'s primary residence and that she should have final decision-making authority. If such authority is granted, she intends, for example, to provide D. with access to counselling and to continue seeking and following professional medical advice with respect to his ongoing care.

- [47] According to C.D. such an order is the best means by which continuing conflict with B.C. on parenting issues can be minimized. This will be to D.'s benefit and is in his best interest. For the same reason she says a parenting coordinator should be appointed and a clear, detailed parenting plan based on a precedent she has reviewed should be implemented. A copy of C.D.'s proposed parenting plan is annexed as Schedule A to these reasons for judgment.
- [48] C.D. goes on to submit that until September 2015 parenting time should continue on a 6/14 schedule or revert to the 5/14 schedule in place until May 2012 following B.C.'s unsuccessful court application. In September 2015, she says an equal parenting time regime should be implemented on a 2/2/5/5 schedule. She says exchanges should take place at the parties' homes, as D. finds public exchanges to be stressful.
- [49] B.C. responds that an order for equal parenting time should be implemented immediately. Neither party's residence should be designated as primary, nor should either parent have final decision-making authority. Rather, a parenting plan in detailed terms he proposes should be ordered. Disagreements should be negotiated between the parties and if solutions cannot be agreed, the court should be called upon to resolve them. In addition, he says a 2/2/5/5 schedule should be put in place right now followed by a 7/7 schedule beginning in September 2013 to keep exchanges to a minimum. He also seeks an order that exchanges take place in public to avoid the risk of false allegations being made.
- [50] As with C.D.'s proposed parenting plan, a copy of B.C.'s proposed parenting plan is annexed as Schedule C to these reasons for judgment. Also annexed as Schedule B is the first iteration of that plan, which was presented in the course of the trial.
- [51] As noted at the outset, D. is loved by both of his parents. That being said, I conclude without hesitation that C.D. is, at least at the present time, far more closely attuned to D.'s needs, desires and best interests than is B.C. For example, she is much better able and willing to seek and consider professional input on matters related to his healthcare and education and combine that input with her own knowledge of D. as a person when she makes decisions in his best interest. She is also much better able and willing to adjust and modify her own needs and desires to accommodate and account for his, as evidenced, for example, in the manner in which she has organized her work life around D.'s schedule.
- [52] In addition, B.C.'s proposed parenting plan, particularly in its original form, provides compelling evidence of why C.D.'s position must prevail to protect D.'s best interest. It is abundantly clear that B.C. has an overwhelming desire for control in all matters that concern D. It is also abundantly clear that many of his expectations with respect to co-parenting D. are unrealistic and unworkable. For example, he proposes that C.D. agree D. is in perfect physical and psychological health when he knows she has concerns and has considered the possibility of counselling. He also proposes extensive text messaging within tight time limits, restrictive outdoor activity and indoor environment rules, and narrow limits on D.'s secular and religious education with which he knows C.D. disagrees.

- [53] If left unchecked by another authority, B.C.'s desire for control in all matters concerning D. will, in my judgment, inevitably contribute to ongoing conflict between the parties on parenting issues. This, in turn, will inevitably contribute to increased levels of stress and strife for his vulnerable young son.
- [54] It is also clear that B.C. has little, if any, insight into the unreasonable nature of many of his demands and expectations. Further, he has little, if any, respect for C.D.'s opinions regarding D. when they differ from his own. He is presently unwilling or unable to compromise or negotiate effectively with her on any of these matters. Hopefully with the assistance of a parenting coordinator his attitude and his skills in this regard will improve. For D.'s sake, I sincerely hope that this is what transpires. That will be up to B.C.
- [55] I am entirely satisfied that D.'s best interest is met by granting the order sought by C.D. as to parenting. I designate her residence as D.'s primary residence, and I grant to her final decision-making authority. In so doing, I am confident that, as before, she will continue to consult and attempt to work cooperatively with B.C. This is because she understands that it is in D.'s best interest for his parents to work together, putting his interests ahead of their own. Hopefully with help and guidance B.C. will develop similar understanding and skills.
- [56] Given the disparity in these parents' current abilities and D.'s young age, I conclude that, subject to further order or agreement, until September 2014 they should revert to the 5/14 parenting time schedule that prevailed prior to May 2012. Thereafter a 6/14 parenting schedule will come into force until September 2015. In September 2015, an equal parenting time schedule will be put in place with the 2/2/5/5 model proposed by C.D.
- [57] I do accept, however, that B.C.'s proposal with regard to public exchanges of D. is preferable and in his best interest. Both possibilities as to location of exchange inevitably create a measure of stress for D. I agree with B.C. that public exchanges will reduce the risk of contested factual assertions being made by either party. To the extent that contests between them can be minimised D will benefit and, for this reason, public exchange is the better option of the two.
- [58] As a part of this order I appoint a parenting coordinator. I so do because this is a case in which there is a history of conflict, animosity and delayed responsiveness on B.C.'s part in necessary decision-making in important matters regarding D. I do not accept that, as B.C. submits, this pattern is likely to change quickly or dramatically once the litigation has concluded. When the inevitable conflicts continue to erupt, however, a parenting coordinator may well be the most effective and inexpensive means by which they can be resolved in D's best interests.
- [59] The identity of the parenting coordinator is to be agreed by the parties within 30 days of the date of this order. The term is for renewable periods of two years on substantially the terms of the draft agreement presented at trial by counsel for C.D. In the event the parties are unable to reach agreement, they have liberty to apply for further directions.

- [60] Despite the appointment of a parenting coordinator, however, I conclude that it is desirable to seize myself of this case in the event that any court applications become necessary. Accordingly, I make an order to that effect. When should D. be enrolled in kindergarten?
- [61] C.D. seeks an order expressly permitting her to enrol D. in a kindergarten of her choice in September 2013. Her preference in this regard is for French immersion and she has taken preliminary steps to secure a spot for him. In C.D.'s judgment, given D.'s November birth date and his shy personality, starting kindergarten in September 2013 will best meet his individual needs.
- [62] B.C. seeks an order that D. be immediately enrolled in kindergarten, despite the fact that most of the school year has already passed.
- [63] B.C.'s persistence in advancing his position on kindergarten further exemplifies his inability to put his own needs and wants aside and consider D.'s present best interests. The question of whether or not in September of 2012 D. was ready for kindergarten and it was desirable for him to attend is a matter concerning which reasonable people might well disagree. The fact is, however, that B.C. made no efforts to ensure that his views on the topic were made clearly known or acted upon until August of 2012 and then only in response to learning that C.D. intended otherwise. Thereafter, the issue quickly deteriorated into what I conclude was primarily a power struggle rather than actions taken with a sincere view to what would be best for D.
- [64] At this point I conclude that regardless of one's view as to what would be best for D. on the kindergarten front in September 2012, it is not now in D.'s best interest to be taken from daycare and placed in kindergarten mid-year. I also conclude that C.D. is most closely attuned with what would likely work best for D. in this regard. Accordingly, I order that she may enrol D. in a kindergarten of her choice in September 2013. What is B.C.'s income for Guidelines purposes and should an award be made for retroactive child support?
- [65] C.D. seeks an order that child support be payable on a Guidelines income basis based on B.C.'s annual billings minus allowable expenses of \$3,000 per annum. In her submission, given the realities of his single client contract and the limited actual out-of-pocket expenses that he incurs for business reasons, such an order is fair, realistic and in accordance with the Guidelines and case authorities. In addition, she seeks an award for retroactive child support to the date of separation. For ease of calculation, she designates January 2010 as the appropriate date for commencement. She seeks an award for both basic child support and proportionate sharing of daycare expenses since then.

- [66] C.D. through her counsel has present a list of calculations that are based on past and ongoing support calculated based on this approach and formula. The calculations produce a monthly child support obligation of \$1,116 on a go-forward basis, based on a Guidelines income of \$123,595 (which is, in turn, based on 2011 billings). They also produce a figure of \$44,223 for retroactive child support, which includes proportionate sharing of daycare expenses incurred and adjusts for payments received.
- [67] B.C. submits that his claimed expenses for income tax purposes are also reasonable for child support purposes. That being so, he says his annual Guidelines income should be set at the same figure as his line 150 income. Taking into account his 2011 billings, that would produce an effective income of \$105,581. In addition, B.C. resists C.D.'s claim for retroactive child support. In so doing, he submits the parties operated as a family unit until the end of 2011 and no requests for child support were made until the Amended Notice of Family Claim was filed in May 2012. When that happened, he emphasizes that he began immediately to pay support to C.D. for D.
- [68] I conclude that C.D.'s position is the correct one, bearing in mind the factors and authorities that I have referenced. As to B.C.'s Guidelines income, I agree the money available for payment of child support is his annual billings minus a modest allowance of \$3,000 for expenses actually attributable to business purposes. As to retroactive child support, I agree that it should be awarded as of January 2010 when the parties separated. In so far as C.D. delayed in advancing her claim I find she had a reasonable excuse for so doing: her misguided hope that in not pressing the point she would somehow be able to advance D.'s best interest by increasing harmony between herself and B.C.
- [69] I also conclude that B.C.'s refusal or failure to contribute to D.'s support prior to June of 2012 is blameworthy conduct. Although he hoped and believed the family was more intact than it actually was that mistaken belief could not reasonably have led him to believe he bore no financial responsibility whatsoever for contributing to D.'s care. In addition, I am not satisfied that undue hardship will be occasioned by a retroactive award. This is so particularly in the light of B.C.'s testimony regarding his relatively easy access to a large sum of money to replace what he says he was going to put aside for D.'s education, but did not.
- [70] In the result, I conclude that retroactive support in the sum of \$44,223 should be awarded. I also set B.C.'s Guidelines income at \$123,595 and thus order B.C. to pay monthly child support of \$1,116 plus a proportionate share of special expenses, including daycare costs.
- [71] Subject to your questions, those are my reasons. [DISCUSSION]
- [72] If the parties cannot reach agreement as to costs, written submissions may be delivered. If written submissions are delivered, counsel for B.C. is to do so by April 5, 2013 and counsel for C.D. is to do so in response by April 8, 2013. "DICKSON J." SCHEDULE A Parenting Plan The following Parenting Plan is between C.D. and B.C. regarding co-parenting of D born November 2007; A. Primary Residence Parent The goal of the parenting plan is to clarify parenting issues, avoid conflict, and meet D's developmental needs. The parents wish to

provide continuity, stability, and predictability for D while ensuring that he will have frequent and continuing contact with each of his parents. C.D. shall be the primary residence parent. B. Parental Schedule · During the summer, the basic schedule will prevail unless vacation plans are mutually agreed upon. · Each parent will discuss and inform the parent of the summer vacation dates by 31 May each year. · Aim is for continuity of everyday patterns like going to a morning activity, playing with friends in the neighbourhood, going to the park, when not on a vacation with either parent. · Consideration shall also be made for summer camps, friends, and activities. C. Pick-up and Drop-off Except as otherwise agreed between C.D. and B.C., each parent shall drop D off at the end of each of his/her parenting time at each parent's home. Overall, C.D. and B.C. shall have the flexibility to work out the pick-up and drop-off times as they work best with D's school and activities, and evening routine. D. First Right of Refusal and Alternative Caregivers First right of refusal for D: Each parent will give the other first right of refusal for providing care for D during their regular schedule if they cannot provide care for six hours or more. If the off-duty parent is unable to provide care, then the on-duty parent will be responsible for arranging alternate approved childcare. E. Holidays and Special Occasions The holiday schedule overrides the regular week-to-week schedule. Arrangements for shared holidays or special occasions will be made ahead of time to allow ample time to make plans associated with the holidays or occasion. · D's birthday - as it falls on the schedule · D's birthday party - other parent invited to attend and participate · Easter - as it falls on schedule · Valentine's Day - as it falls on the schedule · Family Day - as it falls on the schedule · Spring Break - split · Victoria Day - as it falls on the schedule · Mother's Day - as it falls on the schedule · Father's Day - as it falls on the schedule · Father's Birthday - as it falls on the schedule · Mother's Birthday - as it falls on the schedule · BC Day-as it falls on the schedule · Labour Day - as it falls on the schedule · Thanksgiving - as it falls on the schedule · Remembrance Day - on-duty parent will care for child or give the off-duty parent first right of refusal for childcare, and should it precede or follow a weekend · Halloween - share or split evening one hour for each parent or alternate or as it falls on the schedule · Winter Break - split half and half (one week with father to include Christmas and one week with mother to include New Year) · Christmas - (Dec. 24 - Dec. 26) - with father as this date is the most important for father · Religious Holidays - as it falls on the schedule · New Year's Eve - with mother · Professional Development Days: on-duty parent will care for child or give the off- duty parent first right of refusal for childcare, as such days may fall as half days and not necessarily be adjacent to a weekend. E. Travel Outside of the Lower Mainland Both parents will provide sufficient notice regarding intention to travel. They will notify the other parent at least 48 hours in advance for travel within BC, and at least two weeks in advance outside of BC. Both parents will discuss travel plans outside of BC with the other parent before informing the child, and it will be the right of the travelling parent to inform the other parent if child is going to travel outside of the Lower Mainland, the traveling parent will provide itineraries, addresses, and contact numbers and facilitate communication with the non-traveling parent. D's passport will be kept safe by C.D., with access to it by B.C. as needed. Both parents will provide proper travel authorization papers including a notarized letter authorizing travel, and the passport at least

one week in advance to travel date. Both parents agree to allow D to leave the country for two weeks each year.

G. Medical and Dental The parent with primary residence will maintain copies of medical records. Both parents will have an MSP card or copy. The parent with primary residence will be responsible for making routine health care, eye exams, immunizations, and dental appointments. Both parents will inform other parent of all appointments as soon as they are made and both may attend any of the appointments. Day-to-day health care decisions (i.e. whether he needs to go to the doctor) will be the responsibility of the on-duty parent. Both parents will share all medical information with the other parent. Medical and dental-care decisions will be made jointly by the parents. Both parents will keep the other informed of any illnesses or injuries that relate to D. If an emergency arises, the on-duty parent will inform the other parent as soon as possible so that they can attend to the emergency as well. Both parents will make joint decisions regarding use of medications as applicable and keep each other informed of any medications that apply to D. D will continue to be covered by C.D.'s health and dental insurance plans. C.D. will communicate any changes to these plans to other parent. C.D. will continue with the existing family doctor and dentist unless parents agree otherwise. Both parents agree to discuss and consider the referral of D to a mutually agreed upon counsellor, child specialist, or other child-oriented mental health professional to aid in an assessment of D's well being or developmental needs as may arise.

H. Education Both parents will provide copies of all school announcements, permission slips, notices and reports to the other parent that go home with child as soon as possible, or as a priority, if the school is willing, copies of same will be sent or distributed to both parents. The parent with primary residence will be listed on the school records as the first person contacted in case of emergency, and the other parent will be listed as second. Any significant school related problem (i.e. academic or behavioural) that comes to the attention of either parent will be shared with the other parent. Both parents will make joint decisions regarding tutoring or any other educational assessments, tutors, or other educational support where possible, failing which C.D. shall decide. D will continue to attend [Content Redacted] until graduation 31 Aug 2013 and commence Kindergarten in 03 Sep 2013 and thereafter at a school of C.D.'s choice after consultation with B.C.

I. Extra-curricular Activities that take place across each parent's parenting time will be jointly decided upon and take into account the other parent's values, interests, and availability for transportation. Unless D is ill or injured or the on-duty parent has conflicting plans that involve D, both parents will see that D attends all agreed upon activities. While making the final decision, both parents will take D's wishes into account. The on-duty parent will be responsible for transportation to and from activities unless otherwise agreed upon. Both parents may attend any of the child's activities. The parent with primary residence will provide other parent with a copy of all registrations, report cards, and correspondence as soon as same is available related to extra-curricular activities.

J. Religion and Religious Training Both parents will continue with the current religious affiliations, Greek orthodox and Jewish, unless otherwise agreed by both in writing. Both parents will to be open about explaining the various world religions to the child. Either parent may take the child to religious events for educational reasons (for example a

Midnight Mass, Hanukkah, or a friend or relative's First Communion or Bar/Bat Mitzvah and Confirmation). Neither parent will suggest baptizing or confirming D in any religion unless otherwise agreed. K. Parent-to-Parent Communication Both parents agree to exchange all relevant information regarding the child's activities, including but not limited to health, education, and general welfare on a regular basis. Regular communication with the other parent may take place in person, phone, email and text messages. The majority of communication can be managed via email, however, matters may be discussed by phone (parents may agree upon specific uses of various modes of communication). Both parents will attend a monthly session with the counsellor/coach to facilitate communication for the first two years. Emergency and time-sensitive communication will be done via telephone and/or text message, and/or email. Both parents will greet each other in a cordial manner during transitions and at any shared events that include the child. L. Parent-to-Child/Children Communication Telephone contact between the off-duty parent and the child will be allowed daily in such a way that is respectful of and sensitive to the activities with the on-duty parent in their home. The off-duty parent may call the child in the evening between 07:00 - 8:00 pm, before bedtime, or as otherwise arranged ahead of time. D may also initiate the evening call. D may call the off-duty parent any time he wishes and the on-duty parent will support the child in making the call as necessary. Both parents will respect the child's right to privacy during telephone conversations and email or other electronic communication. M. Discipline and Limit Setting Both parents will discuss issues related to D's behaviour and discipline on a regular basis in order to strive for mutually agreeable and consistent approaches. While allowing for and respecting individual parenting styles, parents will endeavour to establish and maintain the same or close to the same rules on the main organization of D's day, i.e. bedtime periods, when to do homework, TV watching, curfews, practicing hobbies and sports, etc. N. Personal Care Grooming including haircuts, piercing, tattoos, hair color will be discussed and agreed upon by both parents where possible. O. Safety Issues Each home will address basic safety needs, i.e. list of emergency numbers. Both parents will ensure that D will memorize his/her personal information, i.e. her phone numbers and addresses as well as names of other family or friends to call in an emergency. Both parents will maintain safe standards regarding drinking and driving. Both parents will maintain their own mental and physical health to function as stable, responsible parents. Parents agree to share with other parent any personal diagnosis that may affect their parental care. Both parents will maintain and upgrade safety gear, such as bike helmets. P. Dating, 'Significant Others' and Stepparents Both parents will refrain from introducing D to casual dates. If either parent establishes a relationship with a person who is becoming their 'significant other', they will inform the other parent, as soon as practicable, before introducing this person to D. It is possible that D may inadvertently meet or be introduced to a person who eventually may become a 'significant other' to either parent. In this case, if either parent establishes a relationship with a person who may be known to D, before that parent introduces this person as a 'significant other' to D, the other parent will be informed. D will be introduced to the significant other gradually with the initial introduction taking place in a neutral public setting. The parent in question will use discretion in

displaying affection or other signs of affection in front of D. Overnight stays will not occur until it has been established D is comfortable with the new relationship. The other parent may be informed before this occurs. Feedback will be exchanged between parents at any time and at intervals during the process of the introduction of a new close adult in D's life. Parents will consider outside counselling support for D if necessary to aid in the adjustment of significant others in his life. Cohabitation, engagement or plans to marry will be conveyed to the other parent before informing D, and it will be the right of the initiating parent to inform D. The role of the stepparent will be discussed between the biological parents. The biological parents and the stepparent will make every effort to foster a positive relationship between the stepparent and the other biological parent. It will be expected that the stepparent(s) will leave the parenting and parenting decisions to the biological parents, with the exception of medical emergencies, at which point both biological parents will be contacted immediately. Information and knowledge of half-siblings, pregnancies or plans of adoption of siblings will be conveyed to the other parent before informing D, and it will be the right of the initiating parent to inform D. Parents and stepparent(s) will avail themselves of step-parenting information. Q. Relocation/Mobility Both parents agree to maintain residences within a radius of 15 km from D's school(s). Neither parent will make plans to relocate with D outside of the Lower Mainland without prior agreement by the other parent. Moves within the Lower Mainland will be conveyed to the other parent before informing D and it will be the right of the initiating parent to inform D. R. Conflict Resolution If they are unable to resolve disagreements, they agree to take the following steps: · Work with a mutually selected mediator or objective third party to help develop solutions. · Besides a mediator, utilize the services of Divorce Coaches, Parenting Coordinator, or Child Specialist. · Split the cost of the mediator or other professional (each parent will pay 50 percent).

SCHEDULE B Parenting Table of Contents A. D's identity and D's parents' identities. B. Purpose of the parenting plan C. Responsibilities and Authority D. Parental Schedule E. Pickup and drop-off/ Exchange Protocol F. First right of refusal and alternative caregivers G. Holidays and travel outside the Lower Mainland and outside Canada H. Special occasions I. Medical and dental J. Education K. Extra-curricular and Other Activities L. Religion and religious training M. Parent to parent communication N. Parent to child communication O. Discipline and limit setting P. Personal Care R. Dating, 'Significant Others' and Stepparents S. Relocation/Mobility T. Conflict Resolution U. Review of Parenting Plan A. D's identity and D's parents' identities. D's Personal Identity D's full name is [content redacted] and will remain as is. Both parents agree not to change D's name under any circumstance. D's personal identity will be kept and safeguarded as it currently is. D's citizenship is and will remain Canadian as he was born in Canada. Applications for acquiring a citizenship other than Canadian will not be permitted under any circumstance if it implies renouncing the Canadian citizenship. Applications for acquiring a citizenship other than Canadian are not permitted unless it is agreed upon by both parents in writing. The written agreement must be signed by both parents and by their corresponding lawyers. D's identity cards and documents:

- 1) Passport - D's passport will be safeguarded at B.C.'s residence as there is a potential risk of flight.
- 2) MSP ID card - one card with mom, one card with dad.
- 3) BC ID card - one card with mom, one card with dad.
- 4) Birth Certificates - two with each parent.
- 5) SIN - one card with each parent.
- 6) Extended medical ID - one card with each parent.
- 7) D's certificate of baptism will be safeguarded at B.C.'s residence. D's Official Residence D will officially reside with both parents. The term of "Primary Residence" will not be reflected in any future court document / settlement or otherwise. Both addresses will be equally and officially registered with D's school/daycare, paediatrician, dentist, and all the other institutions where D will attend. For the on-duty parent the primary emergency contact number in any of D's files will be the number of the off-duty parent. Secondary emergency contact number for D will be C.M. (D's Godfather) on all D's files. C.D. will change her address in all her official documents to indicate the actual place of residence where she physically lives. Both parents will maintain D's residential information (Address, phone number, and emergency contact numbers) up to date at all times in all of D's files. B. Purpose of the parenting plan The purpose of the parenting plan is to help C.D. and B.C. better meet our responsibilities as parents and to help our child D, to adjust to our separation. We both support D's need to love each of us and our wish to provide him with the love and care he needs from both of us. We agree to cooperate with each other in developing mutually acceptable plans for D to spend equal quality time with both of us and to make decisions regarding D's education, health, and other aspects. Both parents do agree that in the decision-making process there will be no place for promoting any of the parents' own self-interests. The goal of the parenting plan is to clarify parenting issues, avoid conflict, and meet D's developmental needs. We wish to provide continuity, stability, and predictability for D while ensuring that he will have frequent contact with each of his parents. C. Responsibilities and Authority Both parents will at all times exert every effort to maintain free access and unhampered contact between D and the other parent, and agree to foster a feeling of affection for the other parent. Neither parent will do anything to estrange D from the other parent, distort his opinion from the other parent, or impair his love and respect for each of them. Both parents will respect the other's parent's privacy and autonomy over his/her own residence, even while D resides with the other parent. Both parents will agree to insure that family members will not do or say anything to estrange D from the other parent, distort his opinion of his father or mother, or impair his love and respect for each of them. Both parents will maintain efforts to support contact between D and each other of their extended family, provided there are no safety concerns. Both parents will agree to ensure they do not do anything or say anything to estrange D from the other parent's family or to impair his love and respect for members of the other parent's family.

When B.C. is the on-duty parent, B.C.'s mother XY is allowed to be with D and care for D at B.C.'s residence when B.C. goes to work. While B.C.'s mother cares for D and B.C. is at work. We agree to be civil and courteous to each other in front of D at all times. D. Parental Schedule In general C.D. and B.C. [parents] agree to flexibility as necessitated by their work, activities, special events, travel, or other potential interruption to the regular schedule. Each parent will make requests for schedule changes by email or phone at least 48 hours in advance. During the summer, the basic holiday schedule will prevail unless vacation plans are mutually agreed upon. Each parent will discuss and inform the other parent of the summer vacation dates three months before the holiday is supposed to start. Aim is for continuity of everyday patterns like going to a morning/afternoon activity, playing with friends in the neighbourhood, going to the park, when not on a vacation with the other parent. Consideration shall also be made for summer camps, friends and activities. E. Pickup and drop-off / Exchange Protocol Both parents agree to do the majority of exchanges at school (90% of the exchanges). The on-duty parent will drop off D at school. The school drop-off timestamp is the demarcation in time when full responsibilities are transferred from the on-duty parent to the off-duty parent at which point in time the off-duty parent becomes the on-duty parent. For exceptions to the rule, when the exchange cannot be done at school, the exchange will be done in a public place (mall, ice-cream shop, bookstore, toy store, coffee-shop). School -pick-up and drop-off rules. The off-duty parent will not interfere when the on-duty parent starts the day and takes D to school. The off-duty parent will not interfere when the on-duty parent goes to pick-up D from school. School drop off and pick-up safety. At drop-off at school, the on-duty parent will send a text message within 30 min after D was dropped off safely at school. At pick-up from school, the on-duty parent will send a text message within 30 min after safely arriving with D at the place of residence. F. First right of refusal and alternative caregivers Each and every time and with no exception, when the on-duty parent requests the off-duty parent to care for D the off-duty parent becomes the on-duty parent and the parent that initiated the request will allow D to sleep overnight with the now on-duty parent that accepted the request. The next day the regular schedule will resume as follows: If the next day is a week-day: -It will be the duty of the parent that accepted the request to bring D to school. -The parent that initiated the request will not interfere with the other parent during the morning schedule. If the next day D is supposed to be picked-up from school by the parent that initiated the request then the parent that initiated the request will pick-up D from school and D will spend the night with that parent. If the next day D is supposed to be picked-up from school by the parent that accepted the request then the parent that accepted the request will pick-up D from school and D will spend the night with that parent. If the next day is a week-end day: -If D is supposed to be with the parent that initiated the request, the parent that accepted the request will bring D to the parent that initiated the request after D finished breakfast in the morning. -If D is supposed to be with the parent that accepted the request, D will continue to be with the parent that accepted the request. The parent that initiated the request will not request the parent that accepted the request for days in exchange. Both parents agree that these rules are not to be construed nor interpreted as a means for discouraging the first right of refusal

protocol but rather to offer a comforting, stable and predictable environment for D. G. Holidays and travel outside the Lower Mainland and outside Canada Holidays and travel The holiday schedule overrides the regular week-to-week schedule. Each parent is allowed two weeks of contiguous time interval for the summer holidays. Each parent is allowed one week of contiguous time interval for the winter holidays. The two-week summer holiday interval and the one-week winter holiday interval will not be spread across the year in order to interfere with the regular outside holiday equal parenting schedule. After each holiday, there will be at least seven days D will spend in Vancouver at either parent's residence before going into another holiday in order to allow D to rest and unwind. Holiday schedules will be autonomous and respected by both parents and holidays will not overlap. Shared holidays will be permitted and considered only at the invitation of the on-duty parent and the off-duty parent has the right to decline or accept the invitation. If the off-duty parent accepts the invitation, there will be two separate hotel rooms, one to accommodate D and the on-duty parent and another one to accommodate the off-duty parent. During shared holidays, D will be in the care of the on-duty parent and will sleep with the on-duty parent. If D will want to sleep in the off-duty parent's room, the on-duty parent that initiated the shared holiday invitation will respect the privacy of the off-duty parent when allowing D to sleep with the off-duty parent. If D will want to sleep with both parents, the off-duty parent will leave the resort tactfully. Holiday travel outside a radius of 200 km around Vancouver or outside Canada:

- Travel outside Canada is not allowed without the consent of both parents.
- Will be communicated three months in advance.
- Travel to or transit through countries that are in a belligerent state of any nature or countries to be deemed as having dangerous internal issues within their borders is not allowed.
- Before purchasing any tickets, a full itinerary will be provided, list of hotels, hotels full addresses and contact information, duration of stay at each hotel, travelling agency where the tickets will be purchased, airline company and flight numbers.
- Both parents have the right to disagree with the trip in which case adjustments will be made.
- When flying, the on-duty parent will send a text message when boarding the plane and another text message to confirm safe arrival within 30 min of the arrival at destination.
- Daily morning (no later than 11:00 AM local hour) and evening (no later than 8:00 PM local hour) text messages will be sent by the on-duty parent to confirm everything is fine.
- The on-duty parent will inform the off-duty parent in real time of any illnesses, injuries or mishaps as they may arise. Holiday travel within a radius of 200 km around Vancouver and inside Canada:
- If driving, travel plans will be communicated at least 12 hours in advance.

- If flying, travel plans will be communicated at least 7 days in advance.
- The rules for flying are the same rules as mentioned in the case of travelling outside Canada. Airline company and flight numbers will be provided.
- A full itinerary will be provided, list of hotels, hotels full address and contact information, duration of stay at each hotel.
- When driving to destination, the on-duty parent will send a text message when leaving Vancouver and a subsequent text message to confirm safe arrival at destination. Same rule applies when driving back to Vancouver.
- Daily morning (no later than 11:00 AM local hour) and evening (no later than 8:00 PM local hour) text messages will be sent by the on-duty parent to confirm everything is fine.
- The on-duty parent will inform the off-duty parent in real time of any illnesses, injuries or mishaps as they may arise. H. Special occasions Child's birthday - as it falls on the schedule. Child's birthday party - on-duty parent may invite the off-duty parent to attend. Easter - alternate. Spring break - split. Victoria Day - as it falls on the schedule. Mother's Day - with mom or as it falls on the schedule. Father's Day - with dad or as it falls on the schedule. Mother's Birthday - with mom or as it falls on the schedule. Father's Birthday - with dad or as it falls on the schedule. BC Day - as it falls on the schedule. Labour Day - as it falls on the schedule. Thanksgiving Day - alternate. Remembrance Day - as it falls on the schedule. Halloween - split or as it falls on the schedule. Winter Break - split one week with father to include Christmas and one week with mother to include New Year. Christmas Dec 24 to Dec 26 with father. New Years Eve - with mother. Religious holidays - as it falls on the schedule. Professional Development days - on-duty parent will care for the child or give the off-duty parent the first right of refusal for child care as such day may fall as half days and not necessary be adjacent to a week-end. First Right of Refusal paragraph rules will be in effect. Both parents may wish to negotiate time with the child on Valentine's Day and Canada Day each year. I. Medical and dental Both parents agree that D is currently in perfect health both physically and psychologically. Both parents agree to preserve D's current health state in all regards. Each parent will have a copy of D's MSP card. Each parent has the right to have D enrolled on their respective medical insurance plans. Each parent will inform the other parent one day in advance on all regular medical appointments of any nature. Each parent is allowed to be present at any medical appointments and ask questions to doctors in regards to D's health. D will not be the subject of any type of counselling / psychiatric / psychological assessment, treatment or medication without the written consent and agreement of both parents. Such an agreement has to be legalized by the signatures of both parents. D will be allowed to express his feelings towards both parents freely regardless if they are positive or negative. Both parents will treat D's feelings with respect and seriousness and will not use D's freedom of expression in order to take him to a psychologist / psychiatrist or medicate him. Medical Records All of D's medical records will be fully transparent and made available to both parents at any time with unhampered access. Both parents have the right to have D

registered with their personal medical extended plan. Both parents will allow full access at any time to all of D's medical records, doctor's files, Extended Medical claims and records. C.D. will provide a file with the full claim history regarding D's medical records. Information about any medication of any kind prescribed (example: antibiotics) or not prescribed (example: over-the-counter ADVIL for fever control), including but not limited to vitamins, supplements etc. will be shared by both parents before the medication is applied to D. If the medication was prescribed, both parents will share the name and full address of the doctor that prescribed the medication. D's Mental Health Both parents agree that D is currently in perfect health - physically and psychologically. D will be allowed to be himself, express himself and his feelings will be given the outmost consideration. Both parents are expected to be observant, understanding, tactful and patient in regards to D and both parents will strive to respect D's feelings regardless if the expressed feelings are upsetting for any parent. Both parents will refrain from portraying the other parent as a bad person. Both parents agree that in case they need to ask a question or to discuss any matter they will not use D in order to facilitate communication between the parents. Instead they will address any concern directly to the other parent. D will not be used by any parent as a messenger nor a spy in the other's parent house. Under any circumstance, there will be no unilateral decision to expose D to play sessions, counselling, psychiatric or psychological assessments nor treatment D's mental health will be discussed primarily with D's teachers and paediatrician. If D exhibits behaviour that any of the parents has concerns about, the parent will fully convey and explain to the other parent what the concerns are. J. Education Language of education: English Kindergarten: D will start going to kindergarten the day after this agreement is signed by both parties. D will continue to go to kindergarten until the end of the current school year 2012-2013. Kindergarten Location will be: [Content Redacted] Elementary School: D will start grade one on September 3, 2013 at the following school: [Content Redacted] When B.C. is the on-duty parent, B.C.'s mother, XY, who is a former primary school teacher will be allowed to pick-up D at school and bring D to B.C.'s residence, feed D, insure D has a nap. B.C.'s mother will also be allowed to do homework with D. When C.D. is the on-duty parent, C.D. may choose to:

- 1) Arrange for a babysitter to pick-up and take D to C.D.'s residence and then wait for C.D. to come home from work. B.C. and C.D. will share proportionally the cost for the babysitter.
- 2) D can go to the extended hours daycare adjacent (in the same court yard) with the [Content Redacted] where C.D. can pick him up. B.C. and C.D. will share proportionally the cost for the extended hours after school childcare.
- 3) Allow D to be picked-up by B.C.'s mother until she comes home from work. B.C. (the off-duty parent) will ensure that D goes to C.D. (the on-duty parent) when C.D. comes home from work. It would be very comfortable for D if C.D. choose the third option. Any decision to change the school has to be mutually agreed in writing. K. Extra-curricular and Other Activities In principle, decisions regarding the child's extra-curricular activities will be jointly made and supported by both parents. Activities that take place across each parents'

parenting time will be jointly decided upon and take into account the other parent's values, interests and availability of transportation. Unless D is ill or injured or the on-duty parent has conflicting plans that involve D both parents will see that D attends all agreed upon activities. While making the final decision both parents will take D's wishes into account. The on-duty parent will be responsible for transportation to and from activities unless otherwise agreed upon. The on-duty parent has the responsibility to take D to scheduled activities like music lessons, any kind of tutoring, sport activities. The off-duty parent may join the on-duty parent for important / significant "key" events like: -First day in kindergarten or school -graduation Events that occur with regularity will be the responsibility of the on-duty parent (regular music lessons, tutoring, regular sport activities like soccer/swimming lessons, Sunday church). During regular events the on-duty parent has the right to full autonomy and independence in regards to the off-duty parent. Interference by the off-duty parent is not permitted unless at the invitation of the on-duty parent. The off-duty parent is allowed to decline the invitation. When invited, the off-duty parent will play an observant role rather than interfere with the activity. The off-duty parent will not interfere or use regular events as a tool for interfering and enforcing his / her presence to the on-duty parent. Outdoors activities safety When taking D to outdoor activities the on-duty parent will ensure that D is properly dressed for the weather. Depending on the type of activity, D will wear the necessary protective equipment (example: helmet when skiing or biking, life jacket when being on a boat etc.). The on-duty parent will insure that D will not be exposed to adult levels of physical effort and adult levels of physical activity. The on-duty parent will insure that D will not be exposed to the elements to the extent of causing injury or exhaustion. The on-duty parent will insure to be observant at all times on how D feels and reacts to exposure to the elements and do the required adjustments. The principle is to prevent physical injuries and physical exhaustion rather than treat them after they have happened. Example: Compensating prolonged exposure to sun by applying cream after the damage is already done. The on-duty parent will insure that D is properly hydrated and fed during outdoors activities. When D expresses his wishes to rest or to go home while being at an outdoor activity, his wish will take priority and will be granted.

L. Religion and religious training D's Religious Identity - D's religion is Christian Greek Orthodox. D's religion will not change under any circumstance. D was baptised in the Christian Greek Orthodox Church in the presence and with the agreement of both parents (B.C. and C.D.). Both parents are also baptised in the Christian Greek Orthodox Religion. D may observe other religions from an educational perspective starting with age 15 (fifteen).

M. Parent-to-parent communication Both parents agree to exchange all relevant information regarding the child's activities. Including but not limited to health, education and general welfare on a regular basis. The frequency and timing of calls, text messages, or emails may be agreed upon by both parents. Regular communication may take place via email, text messages, phone or in-person. The majority of communication can be managed via email and text messages. When matters are discussed by phone, each parent has the right of taking minutes of the conversation and emailing them to the other parent. The parent that receives the minutes has the obligation to confirm the minutes' accuracy in a

timely manner. Emergency and time-sensitive communication will be done via telephone and/or text message and/or email. Both parents will greet each other in a cordial manner at any events or occasions where both parents are present that include the child. N. Parent-to-child communication Telephone contact between the off-duty parent and the child will be allowed daily in such a way that is respectful of and sensitive to the activities with the on-duty parent in their home. The off-duty parent may call the child in the evening between 7:00 PM and 7:30 PM or as otherwise arranged ahead time. D may also initiate the call. D may call the off-duty parent any time he wishes and the on-duty parent will support the child in making the call as necessary. When the off-duty parent calls D the off-duty parent will exhibit tact and will not use the call to put D in an emotional conflict in the way of choosing between parents. Both parents will ensure they have landlines in their corresponding residences. O. Discipline and limit setting Both parents will discuss issues related to the child's behaviour and discipline on a regular basis so that we can strive for mutually agreeable and consistent approaches. While allowing for and respecting individual parenting styles parents will endeavour to establish and maintain the same or close to the same rules on the main organization of D's day i.e. bedtime periods, when to do homework, TV watching, curfews, practicing hobbies / sports etc. P. Personal Care Both parents will insure that D's appearance will be clean, neat, clothes will fit properly and a classic approach to fashion will be promoted and encouraged. Piercing, tattoos, hair coloring, will not be permitted until the age 18 (eighteen). Q. Safety Issues D's Safety C.D. will share all her personal emergency contact numbers reflected on all her files. B.C. will share all his personal emergency contact numbers reflected on all his files. C.D.'s phone number will be shared with all of B.C.'s emergency contacts. B.C.'s phone number will be shared with all of C.D.'s emergency contacts. The on-duty parent will inform the off-duty parent of any injury that may happen to D. The decision if to take D or not to a doctor after he suffers an injury will be taken jointly. In case of an emergency the decision to take D to a doctor will be trusted to the medical qualified personnel and both parents will trust their qualification for taking such decision. Residence Safety Both parents will ensure that their residences are safe and hazard free. There will be no heavy objects hanging on walls. All cleaning supplies, detergents and other hazardous materials will be kept out of reach. All tools will be kept out of reach. D will not be requested to perform or help with any chores related to the Coop maintenance requests that C has to comply with. Babysitting safety Regardless of any particular reason for seeking the services of a babysitter, both parents agree to introduce and allow the other parent to interview with any chosen babysitter before any babysitting services are hired. Leaving D in the services of a babysitter overnight is not permitted unless with the agreement of both parents. Full communication between the babysitter and both parents is allowed at all times. The parent that hired the babysitter will inform the other parent within 30 min after the babysitter has been released. R. Dating, 'Significant Others' and Stepparents Casual Dating Both parents will not introduce D to casual dates. When casual dating, both parents will carefully insure that D will be with the other parent at the time of their dates. The on-duty parent, if need may be, will seek to allow D to be with the off-duty parent when casual dating, before seeking the services of a babysitter. Babysitter

safety rules apply as described in the Safety Issues paragraph. 'Significant Others' and Stepparents If either parent establishes a relationship with a person who is becoming their "significant other" they will inform the other parent as soon as practicable before introducing this person to D. It is possible that D may inadvertently meet or be introduced to a person who eventually may become a "significant other" to either parent. In this case if either parent establishes a relationship with the person who may be known to D before that parent introduces this person as a significant other to D, the other parent will be informed in a timely manner. D will be introduced to the other "significant other" gradually with the initial introduction taking place in a neutral public setting. The parent in question will use discretion in displaying affection or any other sign of affection in front of D. Overnight stays will not occur until it has been established that D is comfortable with the new relationship. The other parent must be informed before this occurs. Under no circumstance will D be the subject of any psychiatrist/ psychological assessment, counselling nor medication if D displays discontent towards the newly introduced adult ("significant other"). Feedback will be exchanged between parents at any time and intervals during the process of the introduction of a new close adult in D's life. Cohabitation, engagement or plans to marry will be conveyed to the other parent before informing D and it will be the right of the initiating parent of informing D. The role of the stepparent will be discussed between the biological parents. The biological parents and the stepparent will make every effort to foster a positive relationship between the stepparent and the other biological parent. The stepparent(s) will leave the parenting and parenting decisions regarding D to the biological parents with the exception of medical emergencies at which point both biological parents will be contacted immediately. When for whatever reason D is in the care of a stepparent or "significant other" the entire current parenting plan applies to the stepparent or "significant other". Example: When D is driven to school by a stepparent, the stepparent or the on-duty parent will have to send a text message to the off-duty parent after safely dropping D at school. Information and knowledge of half siblings, pregnancies or plans of adoption of siblings will be conveyed to the other parent before informing D and it will be the right of the initiating parent to inform D. Parents and stepparents will avail themselves of step parenting information. S. Relocation/Mobility Both parents agree to maintain residences within a radius of 10 Km from D's school(s). Neither parent will make plans to relocate with D outside the Lower Mainland (Vancouver) without prior agreement by the other parent. Moves within the Lower Mainland (Vancouver) will be conveyed to the other parent before informing D and it will be the right of the initiating parent to inform D. T. Conflict Resolution Both parents will commit to doing their very best to resolve issues pertaining to co-parenting D and changes that occur in life circumstances between themselves. If they are unable to resolve disagreements they agree to take the following steps: -Lawyer assisted negotiations will be considered prior to taking any parental matters involving D to court. -Each parent reserves the right of taking to court any unsolved disagreement after trying lawyer assisted negotiations. U. Review of Parenting Plan Parents agree to review the parenting plan after one month of "living it." The review will be conducted through an email exchange between the parents in which they will share their observations and experiences. Parents will review this parenting plan including

the parenting schedule from time to time as deemed necessary and before changes are instituted and at least once a year at agreed upon time and will make any agreed upon and necessary adjustments. Any changes or adjustments, regardless how minor they are in nature, will be agreed upon by both parents in writing and the agreement will have to be signed by both parents.

SCHEDULE C Parenting Table of Contents

A. D's identity and D's parents' identities. B. Purpose of the parenting plan C. Responsibilities and Authority D. Parental Schedule E. Pickup and drop-off/ Exchange Protocol F. First right of refusal and alternative caregivers G. Holidays and travel outside the Lower Mainland and outside Canada H. Special occasions I. Medical and dental J. Education K. Extra-curricular and Other Activities L. Religion and religious training M. Parent-to-parent communication N. Parent-to-child communication O. Discipline and limit setting P. Personal Care R. Dating, 'Significant Others' and Stepparents S. Relocation/Mobility T. Conflict Resolution U. Review of Parenting Plan

A. D's identity and D's parents' identities. D's Personal Identity D's full name is [Content Redacted] and it will not be changed. D's citizenship is and will remain Canadian as he was born in Canada. Applications for acquiring any citizenship other than Canadian will have to be agreed upon by both parents in writing. The written agreement must be signed by both parents and by their corresponding lawyers. D's identity cards and documents: -1) Passport - D's passport will be safeguarded at B.C.'s residence -2) MSP ID card - one card with mom, one card with dad. -3) BC ID card - one card with mom, one card with dad. -4) Birth Certificates - one with each parent. -5) SIN - one card with each parent -6) Extended medical ID - one card with each parent -7) D's certificate of baptism will be safeguarded at B.C.'s residence. D's Official Residence D will officially reside with both parents. No parent will imply or represent themselves as having "primary residence". Both addresses will be equally and officially registered with D's school/daycare, paediatrician, dentist, and all the other institutions where D will attend. For the on-duty parent the primary emergency contact number in any of D's files will be the number of the off-duty parent. Secondary emergency contact numbers for D will be R.C. (family friend) and C.M. (D's godfather) on all D's files. C.D. will change her address in all her official documents to indicate the actual place of residence where she physically lives. Both parents will maintain D's residential information (Address, phone number, and emergency contact numbers) up to date at all times in all of D's files.

B. Purpose of the parenting plan The purpose of the parenting plan is to help C.D. and B.C. better meet our responsibilities as parents and to help our child D, to adjust to our separation. We both support D's need to love each of us and our wish to provide him with the love and care he needs from both of us. We agree to cooperate with each other in developing mutually acceptable plans for D to spend equal quality time with both of us and to make decisions regarding D's education, health, and other aspects. Both parents do agree that in the decision-making process there will be no place for promoting any of the parents' own self-interests. The goal of the parenting plan is to clarify parenting issues, avoid conflict, and meet D's developmental needs. We wish to provide continuity, stability, and predictability for D while ensuring that he will have frequent contact with each of his parents.

C. Responsibilities and Authority Both parents will at all times exert every effort to maintain free access and unhampered contact between D and the

other parent, and agree to foster a feeling of affection for the other parent. Neither parent will do anything to estrange D from the other parent, distort his opinion from the other parent, or impair his love and respect for each of them. Both parents will respect the other's parent's privacy and autonomy over his/her own residence, even while D resides with the other parent. Both parents will agree to insure that family members will not do or say anything to estrange D from the other parent, distort his opinion of his father or mother, or impair his love and respect for each of them. Both parents will maintain efforts to support contact between D and each other of their extended family, provided there are no safety concerns. Both parents will agree to ensure they do not do anything or say anything to estrange D from the other parents' family or to impair his love and respect for members of the other parents' family. Both parents agree to be civil and courteous to each other in front of D at all times. D. Parental Schedule In general C.D. and B.C. [parents] agree to flexibility as necessitated by their work, activities, special events, travel, or other potential interruption to the regular schedule. Request for schedule changes protocol:

- requests for schedule changes are to be made by the on-duty parent to the off-duty parent and not vice-versa.
- requests for schedule changes will be made by email or phone at least 48 hours in advance.
- the rules found in the below paragraph F. "First right of refusal and alternative caregivers" will apply. During the summer, the regular week to week schedule will prevail unless vacation plans are mutually agreed upon. Each parent will discuss and inform the other parent of the summer vacation dates three months before the holiday is supposed to start. Aim is for continuity of everyday patterns like going to a morning/afternoon activity, playing with friends in the neighbourhood, going to the park, when not on a vacation with the other parent. Consideration shall also be made for summer camps, friends and activities. E. Pick-up and drop-off / Exchange Protocol Both parents agree to do the majority of exchanges at school (90% of the exchanges). The on-duty parent will drop-off D at school. The school drop-off timestamp is the demarcation in time when full responsibilities are transferred from the on-duty parent to the off-duty parent at which point in time the off-duty parent becomes the on-duty parent. For exceptions to the rule, when the exchange cannot be done at school, the exchange will be done in a public place (mall, ice-cream shop, bookstore, toy store, coffee-shop). School Pickup and drop off rules. Both parents agree not to interfere with each other at drop off or pick up. F. First right of refusal and alternative caregivers First Right Of Refusal For Child: Each parent will give the other first right of refusal for providing care for D during their regular schedule if they cannot provide care for six hours or more. If the off-duty parent is unable to provide approved childcare, then the on-duty parent will be responsible for arranging alternate approved childcare. Each and every time and with no exception, when the on-duty parent requests the off-duty parent to care for D the off-duty parent becomes the on-duty parent and the parent that initiated the request will allow D to sleep overnight with the now on-duty parent that accepted the request. The regular schedule will resume with no change following a "first right of refusal" request. The parent that

initiated the request will not request the parent that accepted the request for days in exchange. B.C.'s list of alternative caregivers: XY - grandmother C.M. - godfather R.C. - family friend C.D.'s list of alternative caregivers: To be filled in. G. Holidays and travel
Holiday schedule: The holiday schedule overrides the regular week-to-week schedule:

- Each parent is allowed two weeks of contiguous time interval for the summer holidays.
- Each parent is allowed one week of contiguous time interval for the winter holidays. The two-week summer holiday interval and the one-week winter holiday interval will not be spread across the year in order to interfere with the regular week to week outside holiday equal parenting schedule. After each holiday, there will be at least seven days D will spend in Vancouver at either parent's residence before going into another holiday in order to allow D to rest and unwind. Holiday schedules will be autonomous and respected by both parents and holidays will not overlap. Shared holidays will be permitted and considered only at the invitation of the on-duty parent and the off-duty parent has the right to decline or accept the invitation. Holiday travel:
 - Travel outside Canada is not allowed without the written consent of both parents legalized by their corresponding lawyers or a notary public office.
 - Travel to or transit through countries that are in a belligerent state of any nature or countries to be deemed as having dangerous internal issues within their borders is not allowed.
 - Holiday travel plans will be communicated three months in advance.
 - Week-end travel will be communicated 48 hours in advance.
 - Before purchasing any tickets, a full itinerary will be provided; list of hotels, hotels full addresses and contact information, duration of stay at each hotel, travelling agency, airline company and flight numbers.
 - The on-duty parent will inform the off-duty parent in real time of any illnesses, injuries or mishaps as they may arise.
 - When travelling outside the Vancouver Lower Mainland, the on-duty parent will send a text message when leaving Vancouver and a subsequent text message to confirm safe arrival at destination. Same rule applies for the trip back to Vancouver. H. Special occasions Child's birthday - as it falls on the schedule. Child's birthday party - on-duty parent may invite the off-duty parent to attend. Easter - alternate. Spring break - split. Victoria Day - as it falls on the schedule. Mother's Day - with mom or as it falls on the schedule. Father's Day - with dad or as it falls on the schedule. Mother's birthday - with mom or as it falls on the schedule. Father's birthday - with dad or as it falls on the schedule. BC Day - as it falls on the schedule. Labour Day - as it falls on the schedule. Thanksgiving Day - alternate. Remembrance Day - as it falls on the schedule. Halloween - split or as it falls on the schedule. Winter break - split one week with father to include Christmas and one week with mother to include New Year. Christmas Dec 24 to Dec 26 with father. New Years Eve - with mother. Religious holidays - as

it falls on the schedule. Professional Development days - on-duty parent will care for the child or give the off-duty parent the first right of refusal for child care as such day may fall as half days and not necessary be adjacent to a week-end. First Right of Refusal paragraph rules will be in effect. Both parents may wish to negotiate time with the child on Valentine's Day and Canada Day each year. I. Medical and dental Each parent will have a copy of D's MSP card. Each parent has the right to have D enrolled on their respective medical insurance plans / medical extended care plans. Each parent will inform the other parent of all regular medical appointments of any nature before the appointment is made. Each parent is allowed to be present at any medical appointments. D will not be the subject of any type of counselling / psychiatric / psychological assessment, treatment or medication without the written consent and agreement of both parents. Such an agreement has to be legalized by the signatures of both parents and also by the signatures of their respective lawyers or a notary public office. Medical Records All of D's medical records will be fully transparent and made available to both parents at any time with unhampered access. Both parents will allow full access at any time to all of D's medical records, doctor's files, Extended Care Medical claims and records. C.D. will provide a file with the full claim history regarding D's medical records to date. Information about any medication of any kind prescribed (example: antibiotics) or not prescribed (example: over-the-counter ADVIL for fever control), including but not limited to vitamins, supplements etc. will be shared by both parents before the medication is applied to D. If the medication was prescribed, both parents will share the name and full address of the doctor that prescribed the medication. J. Education Language of education: English Kindergarten: D will start going to kindergarten immediately until the end of the current school year 2012-2013. Kindergarten Location will be: [Content Redacted] Elementary School: D will start grade one on September 3, 2013 at the following school: [Content Redacted] When B.C. is the on-duty parent, B.C.'s mother, XY, who is a former primary school teacher will be allowed to pick-up D at school and bring D to B.C.'s residence until B.C. comes home from work. When D is sick and cannot go to school he will be allowed to be at B.C.'s residence in the care of XY (D's grandmother) until B.C. comes home from work. When C.D. is the on-duty parent, C.D. may choose to:

- 1) Arrange for a babysitter to pick-up and take D to C.D.'s residence and then wait for C.D. to come home from work. B.C. and C.D. will share proportionally the cost for the babysitter.
- 2) D can go to the extended hours daycare adjacent (in the same court yard) with the [Content Redacted] where C.D. can pick him up. B.C. and C.D. will share proportionally the school childcare.
- 3) Allow D to be picked-up by B.C.'s mother until she comes home from work. B.C. (the off-duty parent) will ensure that D goes to C.D. (the on-duty parent) when C.D. comes home from work. Any decision to change the school has to be mutually agreed in writing. K. Extra-curricular and Other Activities In principle, decisions regarding the child's extra-curricular activities will be jointly made and supported by both parents. Activities that take place across each parent's parenting time will be jointly decided upon and take into account the

other parent's values, interests and availability of transportation. Unless D is ill or injured or the on-duty parent has conflicting plans that involve D both parents will see that D attends all agreed upon activities. While making the final decision both parents will take D's wishes into account. The on-duty parent will be responsible for transportation to and from activities unless otherwise agreed upon. The off-duty parent may join the on-duty parent for important / significant "key" events like: -First day in kindergarten or school -graduation During regular events the on-duty parent has the right to full autonomy and independence in regards to the off-duty parent. Interference by the off-duty parent is not permitted unless at the invitation of the on-duty parent. The off-duty parent is allowed to decline the invitation. The off-duty parent will not interfere or use regular events as a tool for interfering and enforcing his / her presence to the on-duty parent. L. Religion and religious training D's Religious Identity Both D's parents are baptized in the Christian Greek Orthodox religion. D is baptized in the Christian Greek Orthodox religion. D will not be baptized in any other religion. D may observe other religions from an educational perspective starting with age 12 (twelve). M. Parent-to-parent communication Both parents agree to exchange all relevant information regarding the child's activities, including but not limited to health, education and general welfare on a regular basis. The frequency and timing of calls, text messages, or emails may be agreed upon by both parents. Regular communication may take place via email, text messages, phone or in person. The majority of communication can be managed via email and text messages. When matters are discussed by phone, each parent has the right of taking minutes of the conversation and emailing them to the other parent. The parent that receives the minutes has the obligation to confirm the minutes' accuracy in a timely manner. Emergency and time-sensitive communication will be done via telephone and/or text message and/or email. Both parents will greet each other in a cordial manner at any events or occasions where both parents are present that include the child. Both parents will refrain from portraying the other parent as a bad person. Both parents agree that in case they need to ask a question or to discuss any matter they will not use D in order to facilitate communication between the parents. Instead they will address any concern directly to the other parent. N. Parent-to-child communication Telephone contact between the off-duty parent and the child will be allowed daily in such a way that is respectful of and sensitive to the activities with the on-duty parent in their home. The off-duty parent may call the child in the evening between 7:00 PM and 7:30 PM or as otherwise arranged ahead time. D may also initiate the call. D may call the off-duty parent any time he wishes and the on-duty parent will support the child in making the call as necessary. O. Discipline and limit setting Both parents will discuss issues related to the child's behaviour and discipline on a regular basis so that we can strive for mutually agreeable and consistent approaches. While allowing for and respecting individual parenting styles parents will endeavour to establish and maintain the same or close to the same rules on the main organization of D's day i.e. bedtime periods, when to do homework, TV watching, curfews, practicing hobbies / sports etc. P. Personal Care Piercing, tattoos, hair coloring, will not be permitted until the age 18 (eighteen). Q. Safety Issues D's Safety C.D. will share all her personal emergency contact numbers with B.C. B.C. will share all his personal emergency contact numbers with C.D.

C.D.'s phone number will be shared with all of B.C.'s emergency contacts. B.C.'s phone number will be shared with all of C.D.'s emergency contacts. The on-duty parent will inform the off-duty parent of any injury that may happen to D. The decision if to take D or not to a doctor after he suffers an injury will be taken jointly except in the case of an emergency. In case of an emergency the decision to take D to a doctor will be trusted to the medical qualified personnel and both parents will trust their qualification for taking such decision.

Residence Safety Both parents will ensure that their residences are safe and hazard free. D will not be requested to perform or help with any Coop maintenance/cleaning requests that C.D. has to comply with as they may be hazardous.

Babysitting safety Regardless of any particular reason for seeking the services of a babysitter, both parents agree to introduce and allow the other parent to interview with any chosen babysitter before any babysitting services are hired. Leaving D alone in the services of a babysitter overnight is not permitted unless with the agreement of both parents. Full communication between the babysitter and both parents will be allowed at all times. The parent that hired the babysitter will inform the other parent within 30 min after the babysitter has been released off duty.

R. Dating, 'Significant Others' and Stepparents

Casual Dating Both parents will not introduce D to casual dates.

'Significant Others' and Stepparents If either parent establishes a relationship with a person who is becoming their "significant other" they will inform the other parent as soon as practicable before introducing this person to D. It is possible that D may inadvertently meet or be introduced to a person who eventually may become a "significant other" to either parent. In this case if either parent establishes a relationship with the person who may be known to D before that parent introduces this person as a significant other to D, the other parent will be informed in a timely manner. D will be introduced to the other "significant other" gradually with the initial introduction taking place in a neutral public setting. The parent in question will use discretion in displaying affection or any other sign of affection in front of D. Overnight stays will not occur until it has been established that D is comfortable with the new relationship. The other parent must be informed before this occurs. Feedback will be exchanged between parents at any time and intervals during the process of the introduction of a new close adult in D's life. D will not be the subject of any psychiatrist / psychological assessment, counseling nor medication if D displays discontent towards the newly introduced adult ("significant other").

Cohabitation, engagement or plans to marry will be conveyed to the other parent before informing D and it will be the right of the initiating parent of informing D. The role of the stepparent will be discussed between the biological parents. The biological parents and the stepparent will make every effort to foster a positive relationship between the stepparent and the other biological parent. The stepparent(s) will leave the parenting and parenting decisions regarding D to the biological parents with the exception of medical emergencies at which point both biological parents will be contacted immediately. D will not be adopted by a stepparent or "significant other". When for whatever reason D is in the care of a stepparent or "significant other" the entire current parenting plan applies to the stepparent or "significant other". Information and knowledge of half siblings, pregnancies or plans of adoption of siblings will be conveyed to the other parent before informing D and it will be

the right of the initiating parent to inform D. Parents and stepparents will avail themselves of step parenting information. S. Relocation/Mobility Both parents agree to maintain residences within a radius of 10 Km from D's school(s). Neither parent will make plans to relocate with D outside the Lower Mainland (Vancouver) without prior agreement by the other parent. Moves within the Lower Mainland (Vancouver) will be conveyed to the other parent before informing D and it will be the right of the initiating parent to inform D. T. Conflict Resolution Both parents will commit to doing their very best to resolve issues pertaining to co-parenting D and changes that occur in life circumstances between themselves. If they are unable to resolve disagreements they agree to take the following steps: -Lawyer assisted negotiations will be considered prior to taking any parental matters involving D to court. -Each parent reserves the right of taking to court any unsolved disagreement after trying lawyer assisted negotiations. U. Review of Parenting Plan Parents agree to review the parenting plan after six months of "living it". The review will be conducted through an email exchange between the parents in which they will share their observations and experiences. Parents will review this parenting plan once a year at an agreed upon time. Any changes or adjustments, regardless how minor they are in nature, will be agreed upon by both parents in writing and the agreement will have to be signed by both parents, and their corresponding lawyers or a notary public office.

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