

CANADA / JUDGMENT

Degen v. Degen

2020 BCSC 1076

COURT

Supreme Court of British Columbia

DECIDED

23 July 2020

Source: bccourts.ca · Research copy typeset by Esheria. Not court-issued or certified.

2020 BCSC 1076 Degen v. Degen

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Degen v. Degen,

2020 BCSC 1076

Date: 20200723

Docket: E125785

Registry: Kelowna

Between:

Gail Ann Degen

Claimant

And

Martin Michael Degen

Respondent

Before: The Honourable Mr. Justice Wilson

Reasons for Judgment

The Claimant on her own behalf:

G. Degen

Counsel for the Respondent:

W. Shields

Place and Date of Trial/Hearing:

Kelowna, B.C.

July 6 - 8, 2020

Place and Date of Judgment:

Kelowna, B.C.

July 23, 2020

INTRODUCTION

- [1] This is a family law proceeding. The parties attended at mediation in February 2020, and reached the terms of a settlement which they agreed would be incorporated into a consent order.
- [2] The terms of the consent order approved by the claimant and respondent settled all issues arising out of the marriage, with the exception of the following two matters which were the subject of this trial:
- a) the time for one of the parenting time exchanges; and
 - b) which school the older child will attend in September 2020, for grade 1.

BACKGROUND

- [3] The claimant and respondent commenced residing together in September 2008, were married on December 3, 2010 and separated on June 9, 2018. The parties lived in Summerland from the fall of 2011 until separation.
- [4] The claimant is 42 years of age and resides in rental accommodation located in Penticton, BC. She is a registered nurse and has been employed by Interior Health since 2011. Her current position is at the Penticton Health Unit. She earns \$65,736.06 per year.
- [5] The respondent is 41 years of age and resides in the former family home in Summerland. As part of the mediated settlement, the respondent is to keep the former matrimonial home.
- [6] The respondent is employed as an RCMP officer and he has been so employed since December 2002.
- [7] The respondent has been on disability from the RCMP since July 2018. The respondent earns \$97,886.00 per year from the RCMP.
- [8] The claimant and respondent have two children of the marriage, namely:
- a) Anneliese, aged 5; and
 - b) Amalie, aged 2,

(the "Children").

- [9] Some of the events that preceded and led to the parties' separation are relevant in this case, and I will summarize them briefly.
- [10] During the latter stages of the marriage, the claimant was the target of a campaign of harassment. The perpetrator created online profiles in the claimant's name and with the claimant's photograph on dating websites, and arranged for a male unknown to the claimant to attend at the former family home expecting a sexual encounter; made posts online suggesting the claimant was involved in an extramarital affair; made false reports about the claimant to her employer, the Interior Health Authority; created a false online account and ordered personal lubricant and lingerie that was delivered to the claimant's home.
- [11] The claimant reported the events to the police in Summerland. She did not know the identity of the perpetrator. The respondent was interviewed as part of the investigation. He lied to his superior officer by denying that he had been involved in an extra-marital relationship with a fellow police officer, Cst. Rachelle Blanchard, which had the effect of delaying the identification of Ms. Blanchard as the perpetrator.
- [12] An RCMP investigation followed and resulted in a Record of Decision dated July 11, 2018, in which the investigating officer with the RCMP noted the lack of cooperation and assistance from the respondent during the investigation, and sanctioned him for his conduct. Ms. Blanchard also resides in Summerland. She purchased a home only four or five doors away from the former family home and adjacent to the claimant's parents' home.
- [13] The claimant applied for a court order for exclusive occupancy of the family home. In November 2018, the parties agreed to what is generally referred to as a 'nesting arrangement' -- the Children stayed in the home, and whichever parent had care of the Children lived there with them. Parenting has been shared by the parties throughout since their separation.
- [14] Following her maternity leave with Amalie, the claimant applied for long term disability benefits due to depression. Her general practitioner, Dr. Pansegrau, noted in February 2019 that the only limitation on her ability to work was her place of work. Dr. Pansegrau wrote the following on the application for benefits: "She cannot work in Summerland due to stressor contact. She can only work in Penticton." The term "stressor" is a reference to Ms. Blanchard.
- [15] The claimant requested and was granted a transfer within the Interior Health Authority to Penticton, with the cooperation of her union and her employer. She has been in the same full-time position in Penticton since the spring of 2019.

[16] For his part, the respondent has been on medical leave since the RCMP internal investigation that led to the Record of Decision, but his position with the Penticton Detachment of the RCMP remains open to him. It has been suggested but has not yet been confirmed that he may return to work in the fall of 2020.

LEGAL FRAMEWORK

[17] The issues before the Court involve decisions regarding the Children. Whenever decisions are made regarding children, the analysis engages s. 37 of the Family Law Act, S.B.C. 2011, c. 25, which states:

37 (1) In making an agreement or order under this Part respecting guardianship, parenting arrangements or contact with a child, the parties and the court must consider the best interests of the child only.

- (2) To determine what is in the best interests of a child, all of the child's needs and circumstances must be considered, including the following:
- (a) the child's health and emotional well-being;
 - (b) the child's views, unless it would be inappropriate to consider them;
 - (c) the nature and strength of the relationships between the child and significant persons in the child's life;
 - (d) the history of the child's care;
 - (e) the child's need for stability, given the child's age and stage of development;
 - (f) the ability of each person who is a guardian or seeks guardianship of the child, or who has or seeks parental responsibilities, parenting time or contact with the child, to exercise his or her responsibilities;
 - (g) the impact of any family violence on the child's safety, security or well-being, whether the family violence is directed toward the child or another family member;
 - (h) whether the actions of a person responsible for family violence indicate that the person may be impaired in his or her ability to care for the child and meet the child's needs;
 - (i) the appropriateness of an arrangement that would require the child's guardians to cooperate on issues affecting the child, including whether requiring cooperation would increase any risks to the safety, security or well-being of the child or other family members;
 - (j) any civil or criminal proceeding relevant to the child's safety, security or well-being.
- (3) An agreement or order is not in the best interests of a child unless it protects, to the greatest extent possible, the child's physical, psychological and emotional safety, security and well-being.

- (4) In making an order under this Part, a court may consider a person's conduct only if it substantially affects a factor set out in subsection (2), and only to the extent that it affects that factor.

Discussion

- [18] Normally the parents of a child would decide which educational program is best for their children. Since the Court must decide in this case, I must consider all of the Children's "needs and circumstances" as required by s. 37(1), including the factors listed in subsection (2).
- [19] I will start by reviewing the statutory factors.
- a. The child's health and emotional well-being
- [20] Anneliese is by all accounts a happy and healthy five-year-old girl.
- b. The child's views, unless it would be inappropriate to consider them
- [21] Anneliese is too young to have her views taken into account, and I am confident that neither parent has attempted to engage her in the discussion.
- c. The nature and strength of the relationships between the child and significant persons in the child's life
- [22] Both Anneliese and Amalie have strong relationships with both parents. They also have strong relationships with their grandparents. The claimant's parents live in Summerland very close to the former family home, although according to the claimant, it is expected that the home will be listed for sale shortly as they may move to Penticton and buy a house with the claimant.
- [23] The respondent's parents live in Kelowna and the Children see their paternal grandparents regularly.
- d. The history of the child's care
- [24] Both Children have been in a shared parenting arrangement since separation, an arrangement that the parties have already agreed will continue.
- e. The child's need for stability, given the child's age and stage of development
- [25] Since Anneliese is a typical five-year-old, the need for benefits of stability can be assumed.
- [26] There are two aspects of stability that I will discuss later in these reasons. First, whether Anneliese would benefit from staying in her present school as opposed to changing to West Bench Elementary school at this time. The second consideration relating to stability is the uncertainty around the claimant's future living arrangements.

- f. The ability of each person who is a guardian or seeks guardianship of the child, or who has or seeks parental responsibilities, parenting time or contact with the child, to exercise his or her responsibilities
- [27] Each parent has demonstrated both a willingness and an ability to provide for the needs of the Children. This factor plays no role in the decision.
- g. The impact of any family violence on the child's safety, security or well-being, whether the family violence is directed toward the child or another family member
- h. Whether the actions of a person responsible for family violence indicate that the person may be impaired in his or her ability to care for the child and meet the child's needs
- i. The appropriateness of an arrangement that would require the child's guardians to cooperate on issues affecting the child, including whether requiring cooperation would increase any risks to the safety, security or well-being of the child or other family members
- j. Any civil or criminal proceeding relevant to the child's safety, security or well-being
- [28] These subsections all pertain to family violence. If the evidence established that the respondent were complicit in Ms. Blanchard's campaign of harassment, I would have no hesitation in concluding that family violence had been established and would therefore be a factor. His involvement has not been proven, however.

Issues for determination

- [29] The two issues to be decided at this trial are:
 - a) whether the exchange time for the shared parenting arrangement will be at 3:00 PM or at 5:00 PM on Wednesdays; and
 - b) where Anneliese will go to school: the Montessori School in Summerland or West Bench Elementary School in Penticton.
- [30] Before I address the two issues, I wish to point out that notwithstanding their obvious differences, the parties have had shared parenting since the separation. The parties each demonstrated that they love their Children very much and each is prepared to act in a manner which is consistent with what they truly believe is in the Children's best interests. The Children are indeed fortunate to have such parents.

FIRST ISSUE -- PARENTING TIME EXCHANGE

- [31] When the parties attended at mediation in February 2020, they agreed to continue with their shared parenting regime. A memorandum of understanding was prepared by the mediator, which incorporated by reference a letter from the respondent's counsel regarding the parenting arrangements. Those arrangements were that the Children were with the respondent from 9:00 AM on Sunday until 5:00 PM on Wednesday, and with the claimant from 5:00 PM on Wednesday to 9:00 AM on Sunday.
- [32] The outcome of the mediation was the parties agreed that the issue of where the Children would go to school would proceed to trial, with other matters to be settled in accordance with the memorandum of understanding and reduced to writing either by way of separation agreement or consent order.
- [33] Although there were negotiations regarding the wording of certain provisions of the proposed consent order, the Wednesday exchange time was never identified as an issue until May 31, 2020, when the claimant advised that she had done some calculations and had concluded that the respondent had four more "quality" hours with the Children then did she. She therefore requested an adjustment of two hours to equalize the "quality" hours.
- [34] I am satisfied that the parties reached an agreement at the mediation, and that in so doing, they simply confirmed that the existing state of affairs would continue.
- [35] Even if it had not been agreed to at the mediation, I conclude there would still be no basis to vary the previous arrangement. Equal parenting time is a reflection of the roles the two parents will play in the lives of the Children and is generally an approximation only in terms of the number of hours and minutes. It is not an arithmetic calculation.
- [36] The claimant did not provide any details of her calculations nor of which hours she intended to describe by the term "quality" hours. The hours of the week for Children are necessarily divided between various activities -- time sleeping, time in school, time involved in recreational and extracurricular activities, time studying, and time with friends, all of which subtract from the time that a parent may spend engaged in one-on-one time with the child. However, it would be wholly unworkable to recalculate the available time with the child as the various activities and events evolve. Simply put, an arithmetic determination, without more, is no reason for a variation.
- [37] Nor do I accept that there is a reason to change the current arrangements based upon an analysis of the Children's best interests. The claimant works full-time, and while I accept that her schedule has some flexibility, I do not accept that she is routinely able to pick up the Children from school at 3:00 PM. She agreed on cross-examination that her parents will often look after the Children on Thursdays and Fridays until she finishes work. Presumably their assistance would not be required if the claimant were always available. The only consequence of the change requested by the claimant would be to reduce the respondent's time with the Children but without increasing the claimant's time.

- [38] The parties have agreed that they will need to discuss the schedule once the respondent returns to work. In the meantime, I order that the Wednesday exchange will remain at 5:00 PM:
- a) The respondent shall have the Children in his care from Sunday at 9:00 AM until Wednesday at 5:00 PM each week;
 - b) The Claimant shall have the Children in her care from Wednesday at 5:00 PM until Sunday at 9:00 AM each week.

SECOND ISSUE -- WHERE WILL ANNELIESE GO TO SCHOOL FOR GRADE 1?

- [39] There are two options for the Children's schooling: Summerland Montessori School, favoured by the respondent, or West Bench Elementary School in Penticton, which is favoured by the claimant. The parties agree that although the pressing question is related to Anneliese, who will start grade 1 in September, Amalie will presumably follow the same track.
- [40] I have heard nothing but positive things about each and no significant concerns about either as it relates to the grade 1 program.
- [41] There have been a number of prior decisions of this Court that have determined where the Children are to go to school. Counsel for the respondent referred me to a number of them; however, each case turns on its individual facts and all necessarily focus on the best interests of the Children in the specific circumstances of the case. I will address the issues raised by the parties in favour of their respective positions.
- [42] Anneliese attended Summerland Montessori for the preschool program, also known as junior kindergarten, for the 2018/19 year. The parties registered her before their separation in June 2018. By the spring of 2019, the claimant had moved to Penticton. She wanted Anneliese to attend kindergarten in Penticton, and registered her at West Bench Elementary.
- [43] The respondent did not agree, and Master Schwartz ordered that Anneliese attend kindergarten at the Montessori School following the respondent's application. She was withdrawn from West Bench Elementary in mid-September in accordance with the order and returned to Montessori where she completed her kindergarten year.
- [44] Each has taken steps to undertake school registrations to the exclusion of the other. The claimant made application for a transfer to either West Bench Elementary or her second choice in Naramata without discussing this with the respondent. That said, she included his contact information when she registered Anneliese at West Bench Elementary, and the respondent did attend at an open house for orientation.

- [45] For his part, the respondent did not enroll Anneliese without permission, but failed to list the claimant as an emergency contact when registering her at Montessori in 2019. I do not accept his explanation that he thought they already had her information on file, because the heading "Emergency Contact" is clear on the form and he included himself but not the claimant.

The Schools

- [46] I was not provided with as much information about the programming at West Bench Elementary, except that it is a public school and part of the Penticton School District. Even though no one from the school was called as a witness, the Court is generally familiar with how public schools work in the province.
- [47] Two of the staff members from the Summerland Montessori School gave evidence. Ms. Shantel Larsson is the assistant head of school and was formerly a teacher at the school. Anneliese's kindergarten teacher, Ms. Dent also testified.
- [48] I am satisfied that Anneliese had a good kindergarten year and did well at the school. The claimant did not cross-examine either of the staff from Montessori and their evidence of Anneliese's success is therefore unchallenged.
- [49] The Montessori School is a private school that charges tuition. It only goes to Grade 5. After Grade 5, the children transfer into the public school system, either in Summerland, which has both a middle school and a high school, or in Penticton.
- [50] In Grades 3, 4 and 5, the Montessori teaching approach moves closer towards the conventional approach to ready the students for the transition. For the upcoming school year, there will be 13 children in a combined kindergarten and grade one class and another 13 in a combined grade 1 and 2 class. Thirteen of the 17 of last year's kindergarten class are returning.
- [51] During the past year, there were 17 students in the kindergarten class, 10 students in the Grade 1-2 split class, and 13 students in the combined Grades 3, 4 and 5 class. There are therefore three teachers in addition to a French instructor with whom each class spends 45 minutes per day.
- [52] The Montessori program involves more self-directed learning than public schools. Their work is put on a shelf and they can choose what to work on next. The intention is that more one-to-one time is available.
- [53] The program moves closer to the public school structure in Grades 3, 4 and 5, in part because the students need to get ready to transition to public school. During the past year, since the kindergarten class was 17 students, which is larger than normal, a teacher's assistant was hired.

- [54] I do not agree that the parties made a decision to have the Children go to Montessori for all of elementary school. The respondent's evidence was that Anneliese was registered for junior kindergarten because the parties wanted an academic focus for pre-school that was not available elsewhere. His explanation is consistent with a decision having been made for the one year only, as opposed to for the long term, because academics are clearly important in the public school system, but the public system does not offer a preschool program. The Montessori School was therefore the only available option for an academic focus during preschool, but it would not be the only option for subsequent years. The facts in this case are different from those in *B.A. v. L.S.*, 2017 BCSC 1796, where the children had been in the school that both had chosen for three years and the change proposed by the mother was between different public schools and motivated primarily by her transportation concerns.
- [55] From an academic perspective, I am satisfied that Anneliese would do well in either setting. Since Anneliese was described as a social child who enjoys interacting with different children, the smaller numbers of children in each of the higher grades at Montessori would tend to suggest that Anneliese may do better from a socialization perspective in the public school system. This consideration would tend to favour West Bench Elementary, but not to a significant degree.

Inevitability of a move

- [56] A stable environment is beneficial to any child. Because Anneliese will need to join the public school system no later than after grade 5 if she stays at Montessori, the question is not if she will be required to transition to unfamiliar school surroundings but when she should do so. As such, this is less of a factor than it might be ordinarily.
- [57] The evidence from all parties, including her teacher, Ms. Dent, was that Anneliese is a social child who gets along with others and is happy to talk to anyone. I am satisfied that she will do well regardless of which school she attends for grade 1.
- [58] That there are so few children at Montessori, especially in the higher grades, is of some concern because with only 13 children spread over three grades during this past year, the opportunity for socialization is less than it would likely be in the public school system. According to Ms. Larsson, children who leave Montessori go to public school in either Summerland or in Penticton, and in either the English program or the French immersion program. With four possible destinations for her classmates, Anneliese may be with few if any of her elementary school classmates when she goes into Grade 6.
- [59] There is no particular benefit to remaining at Montessori because a move is inevitable even if she stays there for now. This consideration is neutral.

The communities

- [60] The respondent argues that the parties agreed at the time they moved there that Summerland was an ideal community to raise their family. He identifies a number of positive attributes, including its size, the available amenities and safety. The respondent takes issue with the claimant's decision to relocate from Summerland to Penticton. However, the two are only 15 or 20 minutes apart. Twenty minutes is less than most people in many areas of the province commute on a daily basis. There is no obligation on the part of the claimant to reside in Summerland, and a move of such a short distance would not constitute a relocation.
- [61] Ms. Blanchard pleaded guilty to criminal charges and a probation order was made in early October 2019 that prohibited her from having any contact with the claimant. The claimant was cross-examined with regard to any interactions with Ms. Blanchard since the probation order.
- [62] The significance of the location of Ms. Blanchard is that she has children who are only slightly older than Anneliese. The community where the Children will go to school is significant in the unusual facts of this case because Summerland is the community where Ms. Blanchard resides and where her children, who are only slightly older than Anneliese, also go to school. If Anneliese continues to go to school in Summerland, she will feed into the only middle school and then the only high school in Summerland. While there is no certainty that Ms. Blanchard's children will still be in the Summerland school system at any particular point in the future, it would certainly appear likely at this point.
- [63] I infer from the cross-examination and from submissions on behalf of the respondent that he is of the view that the claimant is overstating or exaggerating her concerns regarding the potential for interactions with Ms. Blanchard in order to justify a move to Penticton. He argues that the claimant provided no evidence of any harassment, intimidation or threats since June 2019, that she goes to see her parents regularly who live adjacent Ms. Blanchard, and that she has forgiven Ms. Blanchard and withdrawn her civil claim against her.
- [64] Notwithstanding her initial thoughts to the contrary, the claimant found it necessary to move away from Summerland, as a place to both live and work. Both parties confirmed that claimant was adamant that the Children not go to the public elementary school in Summerland where Ms. Blanchard's children attend.
- [65] The claimant, who was the victim of Ms. Blanchard's harassment and not the respondent, has since returned to full-time work in addition to all of her parenting responsibilities. The respondent, for his part, remains on stress leave and advises that he has been diagnosed with post-traumatic stress disorder. In his direct evidence, he referred to two incidents that precipitated the stress leave, both of which have some tangential connection to Ms. Blanchard -- first, the breakdown of the marriage and second, the RCMP internal investigation.

- [66] Whether the claimant's success is a function of her relocation from Summerland to Penticton or a greater level of resilience is unclear. However, the fact that the claimant has managed to do well following the harassment in no way undermines the validity of her desire to avoid Ms. Blanchard, which is entirely understandable in the circumstances. Living in a small community has its advantages and disadvantages.
- [67] The question is whether the claimant's concern about being in proximity to Ms. Blanchard should be considered as a factor in determining where Anneliese should go to school. I conclude that it does.
- [68] The claimant is very involved with Anneliese's schooling. I have no doubt that she will remain very involved throughout the girls' schooling. When Anneliese had an issue with incontinence during kindergarten, her teacher, Ms. Dent, gave evidence that it was the claimant she worked with to try to resolve the problem.
- [69] If the Children go through the school system in Summerland, occasional interactions with Ms. Blanchard would seem probable, even if by chance. By contrast, such encounters would be much less likely if the Children progress through the school system in Penticton.
- [70] As I said before, if the respondent were complicit in the harassment campaign, I have no doubt it would constitute family violence, but his involvement was not established on the evidence. That said, when determining the best interests of the Children, I cannot ignore the impact of Ms. Blanchard's conduct on the claimant and the claimant's reluctance to interact with Ms. Blanchard in any fashion.
- [71] The unfortunate reality is that the community of Summerland is not at present, and is not likely to ever be, a comfortable environment for the claimant. The claimant's ability to participate in her Children's education will be difficult for her if they attend school in Summerland. On the other hand, there will be no detriment to the respondent if the Children go to school in Penticton. This is especially so once the respondent returns to his job at the RCMP detachment in Penticton.
- [72] This factor weighs strongly in favour of having the Children do their schooling in Penticton.

French instruction

- [73] The respondent referred to the fact that Montessori has daily French instruction as a benefit to the program. According to the claimant, Anneliese is not particularly fond of the French work. Be that as it may, I do not consider the French instruction to be significant. Ms. Larsson confirmed that public schools also have some French instruction, but less than the 45 minutes per day at Montessori.

[74] I note that neither party, whether at the trial or at any point in their prior discussions about schooling, has ever suggested French immersion and I am satisfied that while the French instruction at Montessori receives greater weight than it does in the English public school program, I am not satisfied that French language instruction has ever been a priority for either party.

[75] This is not a factor in favour of either school.

Stability

[76] The respondent argues that the claimant's living arrangements are uncertain and that they militate in favour of remaining at the Montessori School. He says while his arrangements are clear as he will be buying the family home, the claimant's plans are far from certain.

[77] The claimant was questioned about her having made an offer on a home to purchase in Penticton in early 2019. The sale did not complete, and she continues to live in rental accommodations. I do not consider the claimant's failure to discuss with the respondent her potential purchase of a home in Penticton in 2019 to be problematic. The parties seldom, if ever, speak. It was arguably foolish of her to do so without having resolved her property issues with the respondent, but as for the decision to buy a home for herself twenty minutes' drive from the former family home, the decision is hers to make.

[78] Although she has no written lease, and has a verbal month-to-month arrangement, the existence of a written tenancy agreement as opposed to a verbal one does not in and of itself necessarily create any greater level of security as the provisions of the Residential Tenancy Act, S.B.C. 2002, c. 78 apply.

[79] As recently as May 2020, the claimant brought an application on her own behalf seeking an order that the Children reside within 100 km of Penticton. Her notice of application made reference to the possibility of potentially purchasing a home and residing in Penticton, Naramata or Okanagan Falls. Her work takes her to each of those communities. She also applied to the school board for a transfer for Anneliese, identifying West Bench Elementary as her first choice and Naramata as her second choice.

[80] I do not consider Naramata, a small community adjacent to Penticton to the northeast, to be a wholly different proposition for the purposes of determining schooling or places of residence. Okanagan Falls is further away, but the claimant confirmed that she has since ruled out Okanagan Falls as a place to live.

[81] The mediated settlement contemplates the respondent purchasing the claimant's interest in the former matrimonial home and the claimant receiving from the respondent the sum of \$167,500. The claimant will be able to purchase a home, if she so wishes, upon receipt of those funds.

- [82] She has expressed an interest to buy in the West Bench area, although she has not secured a property to date. It is not unreasonable that she cannot do so, however, as she would require the funds first. I am satisfied that the claimant's preference is to purchase a home in the vicinity of West Bench Elementary.
- [83] Although the claimant's housing situation is unsettled, I view this to be an inevitable but temporary situation occasioned by circumstances, as opposed to an indication of uncertainty or instability.
- [84] This consideration favours remaining at the Montessori School in Summerland, but only very slightly.

Conclusion

- [85] This is a very close decision. There are two options; neither would be a poor choice, and I am sure Anneliese would succeed regardless of which is chosen. However, she can only go to one school. After consideration of the factors argued by both parties, I have concluded that it would be in Anneliese's best interests if she were to attend West Bench Elementary School in Penticton for grade 1, starting in September 2020.

OTHER MATTERS

- [86] I granted the divorce during the trial following the respondent's evidence in support of his counterclaim.
- [87] The parties also agreed that the various terms of their mediated settlement should form a part of the order following this trial. The terms of the parties' agreement is attached to these reasons as Appendix "A"; it may need minor modifications:
- a) paragraphs 1.a. and 1.b. were decided at the trial and are dealt with in paragraph 38 of these reasons;
 - b) the trial as contemplated at paragraph 9 has taken place; and
 - c) paragraph 10 may need amending by removing the words "as set forth in paragraph 1 of this Order" because the timing of the exchanges was the subject of this trial.
- [88] These orders are made, and the form of order when drafted should confirm that they went by consent.
- [89] Since the parties each succeeded on one of the two issues that were determined at trial, and since I have no hesitation in concluding that both were motivated by what they believe is in their Children's best interests, I would be inclined to find that the parties should bear their own costs, but if either wishes to speak to the issue, they may make arrangements through Supreme Court Scheduling, within 21 days of the release of these reasons.

"Wilson J."

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE <https://www.bccourts.ca/jdb-txt/sc/20/10/2020BCSC1076.htm>

CASE PAGE <https://chat.esheria.ai/case-law/canada/degan-v-degan-2020>

Prepared on 28 October 2026 · Esheria