

CANADA / JUDGMENT

Haagsman v. Haagsman

2025 BCSC 1537

COURT

Supreme Court of British Columbia

DECIDED

11 August 2025

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2025 BCSC 1537 Haagsman v. Haagsman

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Haagsman v. Haagsman,

2025 BCSC 1537

Date: 20250811

Docket: E15066

Registry: Rossland

Between:

Danyelle Helen Dellene Haagsman

Claimant

And

Curtis Trevor Cole Haagsman

Respondent

Before: The Honourable Madam Justice Lyster

Reasons for Judgment

Appearing in person:

D.H.D. Haagsman

Counsel for the Respondent:

R.S. Miles

Place and Date of Hearing:

Nelson, B.C.

June 5, 2025

Place and Date of Judgment:

Rossland, B.C.

August 11, 2025

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Introduction

- [1] Curtis Haagsman and Danyelle Edgar (formerly Haagsman) are the parents of four children. On March 31, 2021, they entered into a final order by consent that addressed, among other things, the parenting time and child support arrangements for their younger two children, Ben and Colin (the "Final Order"). At the time of the Final Order, the parties' elder two children were no longer children of the marriage.
- [2] Mr. Haagsman applies to vary the Final Order with respect to the parenting time and child support arrangements for Ben and Colin (whom I will refer to as the "Children"). Specifically, he seeks the following orders that:
1. effective June 2024, the Children resided in a shared parenting arrangement pursuant to s. 9 of the Federal Child Support Guidelines, SOR/97-175 [Guidelines];
 2. effective August 1, 2024, Ben ceased to be a child of the marriage (Ben had just turned 18 at the time of this hearing, and was 17 as of August 1, 2024);
 3. child support for Colin be fixed at an amount consistent with s. 9 of the Guidelines; and
 4. child support be retroactively varied to conform with the parties' incomes and parenting arrangement.
- [3] Ms. Edgar opposes the orders sought.

Final Order

- [4] So far as is relevant to the current application to vary, the Final Order provides that Ben and Colin are children of the marriage. The Children are to reside primarily with Ms. Edgar. Mr. Haagsman is entitled to a minimum amount of parenting time over 11 days during every 28-day shift rotation when he is at home on his days off.
- [5] The Final Order further provides that Mr. Haagsman is to pay child support in the amount of \$1,649 per month, commencing March 1, 2023.
- [6] So long as a child is eligible to receive child support, the parties are to exchange financial information annually, with the first review of child support occurring on June 1, 2024. The parties are required to discuss any material change in circumstances which warrant a change in the amount of child support payable upon the exchange of the financial information, with the new amount commencing on August 1 of that year.
- [7] In the Final Order, the parties agreed that Ms. Edgar's income was \$31,390 and Mr. Haagsman's income was \$109,730.

Relevant Background Facts

- [8] Since the Final Order was entered, both parties have changed their jobs and incomes. Since April 2004, Ms. Edgar has been working for Canfor. In 2024, Mr. Haagsman earned \$110,610.53, and Ms. Edgar earned \$47,722.33. In August 2024, Ms. Edgar indicated that she anticipated her annual income would be \$51,100. As of June 2024, Mr. Haagsman started a new job which enabled him to work a 7/7 shift rotation, whereas previously he had worked a 14/14 shift rotation.
- [9] In June 2024, the parties varied their parenting schedule from that set out in the Final Order. Under their new parenting schedule, they have a 14-day schedule. I will discuss Ben's situation separately below. Colin is with Ms. Edgar for eight nights, and Mr. Haagsman for six nights out of each 14 days. In the course of submissions, the parties agreed that the current schedule is that Colin with Ms. Edgar on Monday, Tuesday and Wednesday of the first week. Mr. Haagsman picks the Colin up after dinner on Wednesday, and has Colin with him until the Tuesday of the second week, when he drops him off at school at about 8:30 am. Ms. Edgar then has Colin through the remainder of the second week, and continuing again in the Monday, Tuesday and Wednesday of the first week.

Does Ben Remain a Child of the Marriage?

- [10] Mr. Haagsman submits that Ben ceased to be a child of the marriage effective August 1, 2024. Ms. Edgar disagrees, and submits that Ben remains a child of the marriage.

- [11] Mr. Haagsman says that Ben stopped spending time at his place by the end of August 2024. He says that Ben chose to quit his grade 12 year at school and started working full-time as a roofer. He says that he believes that Ben continued his education on line, but he is not sure. At this time, Ben was 17 years old.
- [12] Mr. Haagsman further says that within a month or so of quitting school, Ben started living at his girlfriend's parents' home, and that he continued to do so as of April 2025.
- [13] According to Mr. Haagsman, Ben told him that he did not agree with the child support dispute between the parties, and that he should not be paying child support for him.
- [14] Mr. Haagsman continued to pay the amount of child support ordered in the Final Order despite the fact that he believed it was too high given the changes in the parties' incomes and the parenting arrangements.
- [15] Ms. Edgar says that Ben started working part-time for a roofer in August or September 2024, and that the employment is cash under the table and seasonal. She says that Ben registered for online schooling in September 2024, but that was not successful and he dropped out. As of April 2025, she says that he was waiting until he turned 18 so he could enrol in an adult GED program to upgrade or challenge for trade school.
- [16] Ms. Edgar says that Ben stopped staying at Mr. Haagsman's home in July 2024, and that he lived with her at that time. She says that as of May 2025, Ben still stayed at her home regularly, including staying with Colin when she is working evenings. He still has his bedroom and personal possessions at her home. She says Ben is unable to support himself financially. As of that time, she thought he would likely return to living with her full-time, instead of splitting his time at his girlfriend's parents' home.
- [17] In reply with respect to Ben, Mr. Haagsman says that he works seasonal full time as a roofer. He agrees that, in July 2024, Ben stayed with Ms. Edgar for a couple of weeks, but says that he then moved in with his girlfriend. He maintains that Ben lives exclusively at his girlfriend's parents' home. He also says that he maintains a bedroom for Ben at his home, and he has some of his belongings at his home. Mr. Haagsman says that he has been paying Ben's car insurance for the last year and that he paid for repairs to his vehicle before selling the car to him at a very fair price.
- [18] The court has no direct evidence from Ben about his living arrangements, financial circumstances and educational plans. Both parties have provided hearsay evidence about these matters. The parties have been loathe to draw him into these proceedings by asking him to provide an affidavit. I respect their preference in that regard, and find that I am able to determine whether Ben ceased to be a child of the marriage in August 1, 2024 on the evidence and submissions before me. In general terms, to the extent there is any difference between the parties' evidence about Ben's circumstances, I prefer Ms. Edgar's. She is in more regular contact with Ben than Mr. Haagsman, who says he speaks with Ben a couple of times a month. Due to her closer contact with Ben, I find her evidence about his activities, plans

and finances to be more reliable.

[19] Ben was born in May 2007. As of August 1, 2024, he was 17 years of age.

[20] Section 2(1) of the Divorce Act, R.S.C. 1985, c. 3 (2nd Supp.) defines "child of the marriage" as follows:

child of the marriage means a child of two spouses or former spouses who, at the material time,

- (a) is under the age of majority and who has not withdrawn from their charge, or
- (b) is the age of majority or over and under their charge but unable, by reason of illness, disability or other cause, to withdraw from their charge or to obtain the necessities of life;

[21] As of August 1, 2024, Ben had not reached the age of majority, which is 18 in this province. Ben could only have ceased to be a child of the marriage on that date if he had withdrawn from his parents' charge.

[22] I find that the evidence, taken as a whole, does not support that Ben had withdrawn from his parents' charge as of August 1, 2024. Ben had chosen to stop living with his father by on or about that date. Since then, I find that he has split his time between his mother's home and the home of his girlfriend's parents. Given Ben's age, there is an inherent insecurity to him living some of the time with his girlfriend's parents. Ms. Edgar's evidence that he may cease to do so due to changes in that home is uncontradicted, and I accept it.

[23] Ben quit grade 12 in or about August 2024. He enrolled in online education, but that did not work out. Ms. Edgar's evidence that he intends to enrol in adult GED to prepare for trade school is uncontradicted, and I accept it.

[24] Ben has been working under the table for a roofing company since in or about August or September 2024. The parties agree that work is seasonal. Given the seasonal and under the table nature of Ben's work with the roofing company, I accept Ms. Edgar's evidence that Ben is not yet financially independent. This is supported, in part, by Mr. Haagsman's evidence about paying for car insurance and repairs for Ben.

[25] Mr. Haagsman's application for a declaration that Ben ceased to be a child of the marriage as of August 1, 2024 is dismissed.

Do the Parties Now Have a Shared Parenting Arrangement?

[26] Mr. Haagsman submits that effective June 2024, the Children resided in a shared parenting arrangement. Ms. Edgar disagrees, and submits that she continues to have primary parenting.

[27] In June 2024, Mr. Haagsman left his former job and took a new job. In his former job, he worked a 14/14 rotation. He took the new job because he could work a 7/7 rotation, which meant he was not away from home for as long between shifts.

- [28] While there was some disagreement in the parties' materials about their current parenting schedule, and whether they had come to an agreement in June 2024 about the schedule, they agreed in the course of the hearing that their current schedule is as I described it earlier in this decision: Colin is with Ms. Edgar for eight nights, and Mr. Haagsman for six nights, out of each 14 days. Colin is with Ms. Edgar on Monday, Tuesday and Wednesday of the first week. Mr. Haagsman picks Colin up after dinner on Wednesday, and has him with him until the Tuesday of the second week, when he drops Colin off at school at about 8:30 a.m. Ms. Edgar then has Colin through the remainder of the second week, and continuing again on the Monday, Tuesday and Wednesday of the first week.
- [29] Ms. Edgar says that Mr. Haagsman does not actually take all the parenting time he is entitled to under the current schedule. She says that his parenting time is always cut short, due to shift changes, personal trips, safety meetings, poor road conditions, and the like. She says that his actual parenting time since May 2024 has been 37%.
- [30] Mr. Haagsman disagrees with this characterization of his parenting time. He says that with the exception of a few agreed-upon instances, Colin spends six nights of his week off with him at his house. He submits that he has Colin with him 42.66% of the time, making this a shared parenting arrangement.
- [31] On any view of the facts, the parties are very close to the line with respect to whether they have a shared parenting arrangement for Colin. The decision of the Court of Appeal in *Berry v. Hart*, 2003 BCCA 659 is instructive with respect to how to approach the application of s. 9 of the Guidelines. Madam Justice Saunders wrote the following for the majority at para. 10:
- [10] In my view the issue is a matter of judgment not amenable to simply a time accounting exercise. I consider that in determining whether the threshold level for application of s. 9 is met the question is whether the paying parent spends such a sizeable percentage of time with a child or children that, on any reasonable view of the evidence and considering the advantage that may accrue to a child in spending the occasional additional day, part day or hour with a parent, one can say reasonably that the 40 percent or more level is achieved. It follows, in my view, that a court may assess child-parent time as meeting the s. 9 criteria without a tight accounting. That assessment should be made by considering the broader context of the parenting arrangement. It perhaps bears mentioning, further, that simply finding that a parental regime comes within s. 9 does not compel an automatic reduction in child support. That determination must be made considering all of the criteria in ss. (a) to (c) of s. 9.
- [32] Consistent with that approach, I have not taken into account small variations in the parenting time the parties exercise due to the vagaries of human existence such as dental appointments, funerals, last minute shift changes, and fishing trips.

- [33] I have calculated the parties' respective parenting times, using the schedule I have described. In doing so, I have calculated on the basis of hours, rather than days. I have assumed that the after-dinner pick up time on Wednesdays is at 7:00 p.m. on average. I have included the Tuesdays that Mr. Haagsman drops Colin off at school from 8:30 a.m. in Ms. Edgar's time, as Mr. Haagsman then drives to his remote work site and Colin is Ms. Edgar's responsibility during that school day.
- [34] On that basis, I calculate that Mr. Haagsman has 39.7% parenting time and Ms. Edgar has 60.3% parenting time. This is just under a shared parenting regime. While it may appear arbitrary, not less than 40% is the threshold set in s. 9 of the Guidelines, and the court cannot round up in a case that is close to 40%: *L.L. v. M.C.*, 2013 ONSC 1801 (CanLII) at para. 24, citing *Maultsaid v. Blair*, 2009 BCCA 102 at para. 30.
- [35] The onus is on Mr. Haagsman as the party seeking to invoke s. 9 of the Guidelines: *Huntley v. Huntley*, 2009 BCSC 1020 at para. 12. He has not discharged that burden.
- [36] I, therefore, dismiss Mr. Haagsman's application for an order that the Children resided in a shared parenting arrangement effective June 2024, and for an order that child support for Colin be fixed at an amount consistent with s. 9 of the Guidelines.

Child Support

- [37] Mr. Haagsman sought an order that child support be retroactively varied to conform with the parties' incomes and shared parenting arrangements.
- [38] Child support is payable for both Children based on Mr. Haagsman's 2024 income of \$110,610.53. In her application response, Ms. Edgar proposed that Mr. Haagsman's living out allowance should be added to his income, but she resiled from that position at the hearing.
- [39] Mr. Haagsman is to pay Ms. Edgar \$1,661 in child support per month, effective August 1, 2025.
- [40] In the circumstances, no retroactive variation of child support is required.

Summary

- [41] Mr. Haagsman's application is dismissed. Ben remains a child of the marriage, and the parties do not have a shared parenting arrangement. Child support is fixed at \$1,661 per month, effective August 1, 2025.
- [42] Ms. Haagsman is entitled to her costs of this application.

"L.M. Lyster J."

LYSTER J.

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