

CANADA / JUDGMENT

Hare v. Muir

2025 BCSC 2645

COURT

Supreme Court of British Columbia

DECIDED

26 November 2025

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2025 BCSC 2645 Hare v. Muir

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Hare v. Muir,

2025 BCSC 2645

Date: 20251126

Docket: E48365

Registry: New Westminster

Between:

Cindy Denise Hare

Claimant

And

Jed Tate Barrett Muir

and Tan Ashala Tayler-Hare

Respondents

Before: The Honourable Justice Lamb

Oral Reasons for Judgment

In Chambers

The Claimant, appearing on her own behalf:

C. Hare

The Respondent, appearing on his own behalf:

J. Muir

Place and Dates of Trial:

New Westminster, B.C.

November 17, 20, 2025

Place and Date of Judgment:

New Westminster, B.C.

November 26, 2025

Introduction

- [1] THE COURT: The claimant, Cindy Hare, and the respondent, Jed Muir, lived in a common law relationship from 1991 to 2014. They have two children together, 24-year-old Tarys and 17-year-old Amelia.
- [2] The parties entered into a comprehensive settlement agreement that is dated December 17, 2020, for reference. As part of that agreement, the parties agreed to enter a consent order that reflects the terms of the settlement agreement. The parties did not file such a consent order, but the settlement agreement itself was filed with the court.
- [3] Ms. Hare claims that Mr. Muir owes her child support arrears because his income was not adjusted annually in accordance with the settlement agreement for child support purposes. Ms. Hare also seeks an order that Mr. Muir pay his proportionate share for the cost of a bookkeeping course Tarys registered for in October 2025.
- [4] In his opening, Mr. Muir said he does not owe child support arrears despite his increased income since early 2021, because the parties have had a shared parenting arrangement for Amelia since early 2021 when the settlement agreement was signed. In his closing submissions, Mr. Muir acknowledged that he has not exercised shared parenting time with Amelia since the summer of 2022, which he attributes, at least in part, to Ms. Hare's failure to help with driving Amelia to and from his residence. At the close of trial, the parties consented to an order that Ms. Hare would drop Amelia off at Mr. Muir's residence at the start of his parenting time, and that Mr. Muir would drop Amelia off at Ms. Hare's residence at the end of his parenting time.
- [5] Mr. Muir says income should be imputed to Ms. Hare to reflect full-time rather than part-time earnings to determine child support payable by Ms. Hare during shared parenting time. Mr. Muir says he should not have to pay his proportionate share of Tarys' bookkeeping course because Tarys is long past the age of majority.

- [6] Ms. Hare says income should not be imputed to her because she is unable to work full-time as a housekeeper due to her physical ailments. Ms. Hare wanted to file in evidence various medical notes and forms prepared by her family doctor and an occupational therapist assessment to support her position that she is unable to work full-time. However, I found these documents were not admissible at trial pursuant to Rule 13-7(1) of the Supreme Court Family Rules as the documents did not comply with the format required by Rule 13-6(1) for expert evidence nor were they provided to Mr. Muir in advance of trial as required by Rule 13-6(3). Mr. Muir did not have an opportunity to request that the authors of the various medical notes attend trial for purposes of cross-examination as permitted by Rule 13-7(3).
- [7] Both parties represented themselves at trial. Each party testified, and various documents were filed in evidence. No other witnesses were called to give evidence.
- [8] The primary issues at this trial are whether Mr. Muir owes retroactive child support and whether the cost of Tarys' bookkeeping course should be allocated between the parties. These issues require that I determine the following sub-issues:
- a) what is the period for which retroactive child support may be claimed;
 - b) what was Mr. Muir's Guidelines income for the period under review;
 - c) did the parties have shared parenting during the period under review;
 - d) if there was shared parenting, what was Ms. Hare's Guidelines income for that period;
 - e) does Mr. Muir owe retroactive child support;
 - f) is Mr. Muir legally obligated to share the cost of Tarys' bookkeeping course.
- [9] I will address these issues in order.

What is the period for which retroactive child support may be claimed?

- [10] Based on the separation agreement, the period for assessing whether Mr. Muir owes retroactive child support would be for the period March 1, 2021, to present. Because both parties agreed in final submissions that this is the period for review, I will explain only briefly how the separation agreement leads to this result.
- [11] Ms. Hare is not entitled to claim retroactive child support for the period prior to March 1, 2021. Paragraph 18 of the separation agreement provides that neither party shall make a claim for retroactive child support prior to the date of execution. Ms. Hare executed the separation agreement on February 24, 2021.
- [12] Although the separation agreement is dated December 17, 2020, for reference, the separation agreement adjusted the child support payable by Mr. Muir as of March 1, 2021. The separation agreement provides that Mr. Muir's child support payments starting March 1, 2021, would be \$493 per month based on Guidelines income of \$52,500. Prior to March 1, 2021, Mr. Muir was paying \$1,513.86 per month in child support pursuant to a court order

made March 27, 2017. Although the separation agreement is dated December 17, 2020, for reference, the separation agreement did not change child support payable until March 1, 2021.

- [13] Paragraph 43 of the separation agreement provides that the separation agreement is a full and final settlement of all issues between the parties and all rights and obligations arising out of their relationship. In my view, the combined effect of paragraphs 14, 18, and 43 of the separation agreement provide that the period of review of child support paid and payable is from March 1, 2021, to the present.

What was Mr. Muir's Guidelines income for the period under review?

- [14] Pursuant to the separation agreement, the parties agreed to adjust monthly child support as of July 1 of each year after exchanging full income tax returns, notices of assessment, and current income information.
- [15] Sections 16 to 20 of the Guidelines prescribe how to determine income for child support purposes. Section 16 establishes that the starting point for determining a spouse's annual income is the "total income" set out in the spouse's T1 General form, i.e., line 15000 income, subject to adjustments prescribed by ss. 17 to 20 and Schedule III of the Guidelines.
- [16] The parties agree that they understood and agreed that the effect of the settlement agreement was that child support would be reassessed as of July 1 of each year based on their taxable income for the previous year.
- [17] Mr. Muir's notices of assessment were filed at trial, which give his line 15000 income but not the source of his income. When the settlement agreement was reached, the parties acknowledged and agreed that Mr. Muir had been on a taxable disability allowance since August 1, 2020, in the amount of \$52,500 per year. Mr. Muir testified that he was on disability in 2021. There is no evidence that Mr. Muir's disability payments in 2021 were not taxable. As a result, I have determined Mr. Muir's Guidelines income based on his line 15000 income without adjustment, pursuant to ss. 17 to 20 and Schedule III of the Guidelines.

- [18] I find that Mr. Muir's Guidelines income and child support payable to be as follows:

Guidelines income

Child support payable by Mr. Muir

As of July 1, 2021

\$86,974

\$832

As of July 1, 2022

\$64,576

\$612

As of July 1, 2023

\$120,155

\$1114.24

As of July 1, 2024

\$162,994

\$1457

As of July 1, 2025

\$101,965

\$963

As of October 1, 2025

\$101,965

\$973

[19] I note that the Federal Child Support Guidelines were updated as of October 1, 2025.

Did the parties have shared parenting during the period under review?

[20] I find the parties had shared parenting of Amelia from January 1, 2022, to July 1, 2022, when Mr. Muir moved to a house with more room for Amelia. Otherwise, I am not satisfied that Mr. Muir exercised at least 40 percent of parenting time.

[21] Section 9 of the Federal Child Support Guidelines indicates how child support shall be paid in a shared parenting situation:

9 If each spouse exercises not less than 40% of parenting time with a child over the course of a year, the amount of the child support order must be determined by taking into account

- (a) the amounts set out in the applicable tables for each of the spouses;
- (b) the increased costs of shared parenting time arrangements; and
- (c) the conditions, means, needs and other circumstances of each spouse and of any child for whom support is sought.

[22] Under the parties' separation agreement, Mr. Muir was supposed to have parenting time from Friday at 5:00 p.m. to Sunday morning or Sunday evening. The separation agreement said Mr. Muir was to have liberal additional parenting time as agreed between the parties in consultation with Amelia.

- [23] Mr. Muir testified that he had more than 40 percent of the parenting time from late 2020 to the summer of 2022. When the court asked him to clarify what the parenting schedule was at that time, Mr. Muir said that he would have Amelia from Friday night until he dropped her off at school on Monday morning in 2021 and 2022. Mr. Muir said he did not miss a lot of weekends during that period as he was not out of town in that period. Under further cross-examination by Ms. Hare, Mr. Muir explained that circumstances changed after signing the separation agreement. He bought a house with a big yard which had more space for Amelia, and his spouse was helping him with driving Amelia. Mr. Muir testified that he purchased the house in January 2022. Mr. Muir also testified that he was spending more time with Amelia in 2021 as he was not working. Mr. Muir testified that he dropped Amelia off at school on Monday morning approximately 20 to 25 times, which I infer is consistent with approximately six months of weekly drop-offs.
- [24] After Mr. Muir's testimony, Ms. Hare was given an opportunity to give further evidence regarding Mr. Muir's exercise of parenting time from early 2021 to July 2022. He had not put to her in cross-examination his evidence that he had parenting time from Friday afternoon to Monday morning, contrary to the rule of *Browne v. Dunn* (1893), 6 R. 67 (H.L.). Ms. Hare chose not to testify further.
- [25] Based on the timing of the purchase of his house and the number of times he dropped Amelia off at school on Monday mornings, I am satisfied that Mr. Muir has established, on a balance of probabilities, that the parties had shared parenting time from approximately January 1, 2022, to July 1, 2022. However, based on the same evidence, I find Mr. Muir has failed to establish shared parenting in 2021. Mr. Muir tied his additional parenting time to the purchase of a house with more appropriate accommodation for Amelia, a purchase that happened in January 2022. Mr. Muir did not suggest any other rationale for his having more parenting time in 2021 than is set out in the settlement agreement.
- [26] After July 1, 2022, I find there was no shared parenting. Ms. Hare had primary residence of Amelia. I find, on the evidence, that Mr. Muir did not exercise all the weekend parenting time provided for in the separation agreement, and that Mr. Muir only infrequently exercised additional or make-up parenting time. In July 2022, Ms. Hare started keeping notes of Mr. Muir's missed parenting time. Her records reflect that Mr. Muir missed 141 days of parenting time between July 1, 2022, and the trial date. Mr. Muir disagrees that he missed that many visits, but he does not dispute that his work often prevented him from exercising all his parenting time. Mr. Muir did not keep records of the parenting time he exercised. I am satisfied, on the whole of the evidence, that since July 1, 2022, Mr. Muir has exercised less than 40% of parenting time with Amelia.

[27] In short, the parties had shared parenting for the period January 1, 2022, to July 1, 2022, which means that s. 9 of the Federal Child Support Guidelines applies to that period. The parties made no submissions and there was no evidence at trial to allow me to determine whether ss. 9(b) or 9(c) of the Guidelines would require an adjustment from a straight set-off of child support payments. As a result, I find that s. 9(a) of the Guidelines applies and that child support obligations should be offset for the period January 1, 2022, to July 1, 2022.

What was Ms. Hare's Guidelines income for the period when there was shared parenting, that is January 1, 2022, to July 1, 2022?

[28] Pursuant to the parties' separation agreement, Guidelines income would be adjusted annually on July 1 based on the previous year's earnings. As a result, Ms. Hare's Guidelines income would have been adjusted on July 1, 2022, to reflect her actual or imputed 2021 earnings. As a result, Ms. Hare's Guidelines income for January 1, 2022, to July 1, 2022, that is prior to the July 1 adjustment, would be based on her actual or imputed 2020 earnings.

[29] The starting point for determining Ms. Hare's 2020 Guidelines income is her line 15000 income, which was \$22,404 in 2020 according to her notice of assessment. Child support payable by Ms. Hare based on her 2020 line 15000 income would be \$188.15 per month.

[30] Mr. Muir argues that income should be imputed to Ms. Hare.

[31] Section 19 of the Guidelines outlines the circumstances in which the court may impute income, the only applicable circumstances set out in s. 19(1)(a) which reads as follows:

19 (1) The court may impute such amount of income to a spouse as it considers appropriate in the circumstances, which circumstances include the following:

(a) the spouse is intentionally under-employed or unemployed, other than where the under-employment or unemployment is required by the needs of a child of the marriage or any child under the age of majority or by the reasonable educational or health needs of the spouse;

[32] Mr. Muir says I should impute income to Ms. Hare based on full-time minimum wage annual earnings. Based on 2020 minimum wage rates of \$13.85 per hour to May 31, 2020, and \$14.60 per hour as of June 1, 2020, annual full-time earnings based on 37.5 hours per week for 52 weeks would be \$28,412. Child support payable based on those annual earnings would be \$259.34 per month. In other words, the difference in total child support payable by Ms. Hare for the six-month period during which the parties shared parenting, based on imputed income, would be \$427.14.

[33] Ms. Hare says I should not impute income to her because she was moved to part-time work in 2019 at her physical job due to osteoarthritis in her ankle. She then developed severe tennis elbow and more recently she has been off work for frozen shoulder. The exact timing of these various ailments was a little unclear, and there was no expert evidence regarding her diagnoses and prognosis. However, I accept that Ms. Hare has physical limitations that

make it difficult to do the various housekeeping tasks that are her main job duties. Her employer discussed the possibility of retraining her for a more sedentary position, but that fell through. Her current hope is to retrain by taking a two-year community support worker program that will allow her to continue working with seniors and to continue with her current employer.

[34] Section 19(1)(a) of the Guidelines allows me to impute income if Ms. Hare is intentionally underemployed, except where the underemployment is required by her reasonable health needs. I accept that Ms. Hare's physical limitations qualify as reasonable health needs, which means that income should not be imputed to her.

[35] I find that Ms. Hare's Guidelines income for the period January 1, 2022, to July 1, 2022, is \$22,404 and the monthly child support payable is \$188.15. Ms. Hare ought to have paid \$1,128.90 for this period which must off-set any retroactive child support payable by Mr. Muir.

Does Mr. Muir owe retroactive child support?

[36] Based on Mr. Muir's Guidelines income and the child support paid and payable, I find Mr. Muir owes Ms. Hare \$7,531.48 for retroactive child support:

Child support payable

Child support paid

March 1, 2021 to June 1, 2021

\$1972 (\$493 x 4)

\$1304.31 x 2 = 2608.62

July 1, 2021 to July 1, 2022

\$832 x 12 = \$9984

\$940 x 11 = \$10,340

July 1, 2022, to July 1, 2023

\$612 x 12 = \$7344

\$520 + \$650 x 7 = \$5070

July 1, 2023, to July 1, 2024

\$1114 x 12 = \$13,368

\$3451 + \$493 x 8 = \$7395

July 1, 2024, to July 1, 2025

\$1457 x 12 = \$17,484

$$\$493 \times 4 + \$1457 \times 8 = \$13,628$$

July 1, 2025, to Nov 1, 2025

$$\$963 \times 3 + \$973 \times 2 = \$4835$$

$$\$1457 \times 5 = \$7285$$

Total payable: \$54,987

Total paid: \$46,326.62

[37] Based on the evidence at trial, I find that since March 1, 2021, Mr. Muir ought to have paid total child support of \$54,987 to Ms. Hare. I find that Mr. Muir paid a total of \$46,326.62 in child support to Ms. Hare, leaving a shortfall of \$8,660.38. On the other hand, Ms. Hare ought to have paid child support of \$1,128.90 to Mr. Muir for the period January 1, 2022, to July 1, 2022, which must be set off against any retroactive child support owing by Mr. Muir. After accounting for this set-off, I find that Mr. Muir owes Ms. Hare \$7,531.48 in retroactive child support. Subject to any written agreement of the parties or further order of the court, I order that Mr. Muir shall pay \$500 on the first of each month toward these arrears, in addition to child support otherwise payable.

[38] As of December 1, 2025, Mr. Muir shall pay child support of \$973 per month on the first of each month as long as Amelia is a child of the marriage as defined in the Family Law Act, S.B.C. 2011, c. 25. The parties shall exchange full income tax returns and notices of assessment on or before June 1 of each year. The parties will also exchange current pay stubs and year-to-date incomes as of June 1 of each year. The monthly child support amount shall be adjusted in accordance with the Guidelines as of July 1 of each year, so long as Amelia remains a child of the marriage.

[39] The parties are required to follow these orders with respect to exchange of the financial information and adjustment of child support. If the parties cannot agree on the appropriate adjustment, then I encourage them to try to mediate this issue before returning to court.

Is the cost of Tarys' bookkeeping course to be divided?

[40] On October 20, 2025, Ms. Hare paid \$9,990 for a bookkeeping course for Tarys at Career City College. She claims reimbursement from Mr. Muir for his share of this expense.

[41] For the reasons that follow, I am not satisfied on the evidence presented at trial that Mr. Muir is legally obligated to pay a proportionate share of the cost of the course, either pursuant to the separation agreement or as an extraordinary expense. Ms. Hare has failed to prove on a balance of probabilities that Tarys is a child of the marriage. That said, I grant leave to Ms. Hare to bring a further application to address this issue.

Does the settlement agreement require Mr. Muir to pay his share of the cost of the bookkeeping course?

[42] I find the settlement agreement does not require Mr. Muir to pay a share of the cost of the bookkeeping course.

[43] Paragraph 14 of the settlement agreement provides as follows with respect to child support for Tarys:

Tarys will not receive child support until she is enrolled in an undergraduate degree or other post-secondary program, provided that she is enrolled in such a program within a reasonable period of time. Once enrolled, Tarys will receive appropriate support, depending on her circumstances and the availability of RESP funding.

[44] Paragraph 17(e) of the settlement agreement specifies that the parties agree that extraordinary expenses shall include "expenses for post-secondary education and/or contributions to a registered education savings plan." The separation agreement does not specify an amount that the parties would contribute to an RESP. Ms. Hare continued to contribute to an RESP for the children after the parties separated. Ms. Hare confirmed her claim at trial was for the cost of the course and not for contributions to an RESP.

[45] In any event, I find that paragraph 17(e) of the separation agreement is not clear enough to obligate Mr. Muir to contribute a certain amount to an RESP. Further, Mr. Muir did not agree in advance to contribute to an RESP, nor did he consent after the expenditure to contribute as required by paragraph 16 of the settlement agreement for any claim to reimbursement of extraordinary expenses.

[46] Paragraphs 16 and 17 of the separation agreement deal with extraordinary expenses. The separation agreement provides that the parties will share extraordinary expenses, including post-secondary expenses. By referring to s. 7 of the Federal Child Support Guidelines, I interpret paragraphs 16 and 17 of the separation agreement to premise a party's obligation to pay post-secondary education expenses on such expenses being payable as extraordinary expenses under the Guidelines, i.e., if Tarys is a child of the marriage. The separation agreement does not say the parties will share post-secondary expenses for Tarys regardless of when such expenses are incurred.

[47] The parties recognize that Tarys was not eligible for child support at the time they made the separation agreement. What they anticipated is she might again become eligible for child support by enrolling in a post-secondary program. However, the parties agreed that she would receive child support "provided that she is enrolled in such a program within a reasonable period of time." The parties may not contract out of their statutory obligation to pay child support, but the settlement agreement reflects that the parties, and in particular Mr. Muir, accepted that child support for Tarys would be payable if she started a post-secondary program within a reasonable period of time. I am not satisfied that starting a course almost five years after the reference date of the agreement fits within "a reasonable period of time" for starting a post-secondary course.

[48] In short, I find the separation agreement does not obligate Mr. Muir to pay for post-secondary expenses beyond any obligation he has pursuant to the Federal Child Support Guidelines.

Is Mr. Muir required to pay a share of the cost of the bookkeeping course pursuant to the Federal Child Support Guidelines?

[49] I am not satisfied on the evidence presented at trial that Tarys is currently a child of the marriage, which means Mr. Muir does not currently have an obligation to pay extraordinary expenses on behalf of Tarys.

[50] Section 7 of the Federal Child Support Guidelines gives the court authority to provide an amount to cover extraordinary expenses when making a child support order. Eligible expenses include "expenses for post-secondary education".

[51] As the parties were in a common law relationship, any order for child support would be made under the Family Law Act.

[52] Pursuant to s. 146 of the Family Law Act:

"child" includes a person who is 19 years of age or older and unable, because of illness, disability or another reason, to obtain the necessities of life or withdraw from the charge of the person's parents or guardians;

[53] Tarys is over the age of 19 years. The onus is on Ms. Hare to prove, on a balance of probabilities, that Tarys fits within the Family Law Act definition as Ms. Hare is the party who asserts that Tarys continues to be a child of the marriage: *S.A.H. v. I.B.L.*, 2018 BCSC 544 at para. 217, citing *Classen v. Anima*, 2011 BCSC 868.

[54] Where educational pursuits are the grounds advanced as the reason an adult child is unable to withdraw from their parents' charge, the court must consider two questions:

- a) are the child's educational pursuits reasonable in light of all the child's circumstances;
- b) if the child's educational pursuits are reasonable, is it appropriate for the parents to finance them.

See *Nordeen v. Nordeen*, 2013 BCCA 178 at para. 16.

[55] As the Court of Appeal noted at paragraph 16 in *Nordeen*, these two questions can be complex and value-laden. Often, the court will consider various factors identified by Master Joyce in *Farden v. Farden* (1993), 48 R.F.L. (3d) 60, 1993 CanLII 2570 (B.C.S.C.) at paras. 64 to 65, including the following:

- a) whether the child is in fact enrolled in a course of studies and whether it is a full-time or part-time course of studies;

- b) whether or not the child has applied for or is eligible for student loans or other financial assistance;
- c) the career plans of the child, that is, whether the child has some reasonable or appropriate plan or is simply going to college because there is nothing better to do;
- d) the ability of the child to contribute to his own support through part-time employment;
- e) the age of the child;
- f) the child's past academic performance, and whether the child is demonstrating success in the chosen course of studies;
- g) what plans the parents have made for the education of their children, particularly where those plans were made during cohabitation; and
- h) at least in the case of a mature child who has reached the age of majority, whether or not the child has unilaterally terminated a relationship from the parent from whom support is sought.

(the "Farden Factors")

- [56] However, the Court of Appeal in *Nordeen* cautioned against using the Farden factors as a checklist and clarified that they are not statutorily-mandated criteria: see *Nordeen*, para. 17. An adult child need not satisfy each of the Farden factors to qualify for ongoing financial support or educational pursuits: *Shaw v. Arndt*, 2016 BCCA 78 at para. 25. The court must conduct "an overall assessment as to whether the evidence supports a finding that the child is unable to withdraw from the charge of the parents": *K.K.S. v. J.S.S.*, 2019 BCSC 136 at para. 63.
- [57] As Justice Matthews said at para. 64 of *K.K.S. v. J.S.S.*:
- [64] In circumstances where the evidence falls short, the court can declare the children no longer children of the marriage or adjourn the application to allow the evidence to be adduced in circumstances where there is an indication that the evidence may exist, but it has not been led: *Chalal v. Chalal*, 2018 BCSC 964 at paras. 1259-1261. The unusual step of adjourning is taken in some cases because the support is the right of the child, and such support should not be dismissed simply because the parent failed to discharge the burden.
- [58] In the case at bar, the parties confirmed through the separation agreement that they considered expenses for post-secondary education to be an extraordinary expense they would share. The real question is whether Tarys is unable to withdraw from the charge of her parents because of her educational pursuits. There was some evidence that Tarys has been working full-time and will continue to do so while taking the bookkeeping course part-time. Ms. Hare suggested in her final submissions that the course is full-time. There was no evidence regarding the appropriateness of the bookkeeping course for Tarys in terms of career planning or in light of her past academic performance. There was no

evidence regarding how Tarys may contribute to the cost of her education.

- [59] As a self-represented litigant, Ms. Hare may not have been aware of the need to adduce evidence to show that Tarys is currently a child of the marriage to be entitled to an award of special or extraordinary expenses under the Family Law Act and the Federal Child Support Guidelines. In the circumstances, I am prepared to take the unusual step of dismissing the relief sought by Ms. Hare for an order that the parties share the cost of the bookkeeping course, but granting Ms. Hare leave to bring an application on better evidence for a declaration that Tarys is a child of the marriage and entitled to child support, including special or extraordinary expenses.
- [60] To assist the parties, I will mention that s. 2 of the Guidelines sets out how child support is determined where a child is over the age of majority. The amount payable is not necessarily the amount determined by applying the Guidelines as if the child was under the age of majority.
- [61] Rather than return to court to argue about Tarys' entitlement, the parties are encouraged to discuss and negotiate financial support for Tarys's education. Mr. Muir expressed a willingness to support Tarys financially within his ability to do so, and he identified various expenditures he made on her behalf to support Tarys' education. I encourage the parties to make an effort to resolve this issue without further court intervention.

Conclusion

[62] I will now summarize the orders I have made:

- a) Mr. Muir shall pay Ms. Hare \$7,531.48 in retroactive child support.
- b) Subject to any written agreement of the parties or further order of the court, Mr. Muir shall pay \$500 on the 1st of each month toward these child support arrears in addition to child support otherwise payable.
- c) As of December 1, 2025, Mr. Muir shall pay child support of \$973 per month on the 1st of each month for as long as Amelia is a child of the marriage, as defined in the Family Law Act.
- d) The parties shall exchange full income tax returns and notices of assessment on or before June 1 of each year. The parties will also exchange current paystubs and year-to-date incomes as of June 1 of each year. The monthly child support amount shall be adjusted in accordance with the Guidelines as of July 1 of each year so long as Amelia remains a child of the marriage.
- e) Ms. Hare's claim to recover part of the cost of Tarys' bookkeeping course is dismissed, but leave is granted to Ms. Hare to bring an application on better evidence for a declaration that Tarys is a child of the marriage and entitled to child support, including special or extraordinary expenses.

- f) The parties shall bear their own costs of the trial of this action.
- [63] Success on this trial has been divided. Ms. Hare succeeded in obtaining an award for retroactive child support, but for a lesser amount than claimed. Her claim in respect of Tarys' bookkeeping course was dismissed. As a result, as mentioned, both parties shall bear their own costs.
- [64] Ms. Hare asked the court to make a prospective order regarding post-secondary expenses for Amelia. I decline to do so. The settlement agreement sets out the parties' agreement regarding post-secondary expenses for Amelia and extraordinary expenses in general. The parties are expected to comply with the settlement agreement and their obligations under the Family Law Act and the Guidelines.
- [65] I am ordering a transcript of these reasons for judgment be provided to the parties. I am directing the registry to draft the form of order, and I dispense with the need for either party to sign the form of order. That concludes my reasons.

"Lamb J."

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