

CANADA / JUDGMENT

Jeanes v. Shirzad

2024 BCSC 381

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Supreme Court of British Columbia

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2024 BCSC 381 Jeanes v. Shirzad

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Jeanes v. Shirzad,

2024 BCSC 381

Date: 20240305

Docket: E201093

Registry: Vancouver

Between:

Gregory Pierre Jeanes

Claimant

And

Parsoua Shirzad

Respondent

Before: The Honourable Justice Mayer

Reasons for Judgment

The Claimant, appearing in person:

G.P. Jeanes

The Respondent, appearing in person:

P. Shirzad

Place and Date of Trial/Hearing:

Vancouver, B.C.

February 7 and 20, 2024

Place and Date of Judgment:

Vancouver, B.C.

March 5, 2024

Introduction

- [1] Parsoua Shirzad and Gregory Jeanes began living together in 2017, were married in 2019 and separated in April 2020. They have twin children, a boy and a girl, who are currently 5 years old. Ms. Shirzad and Mr. Jeanes share parenting time and parenting responsibilities pursuant to the terms of a comprehensive final order pronounced by Justice Veenstra on June 23, 2022.
- [2] Justice Veenstra was concerned that the parents would have difficulty agreeing on parenting decisions. He ordered that the parties retain the services of a parenting coordinator to assist them in resolving parenting disputes and make decisions where necessary. Unfortunately, the parties have been unable to agree on many issues concerning parenting and have been required to make extensive use of the services of a parenting coordinator - who they eventually retained in June 2023.
- [3] In his application filed November 17, 2023, Mr. Jeanes applies for orders varying or clarifying decisions of the parenting coordinator. These include orders concerning when Ms. Shirzad is able to exercise a right of refusal when he is unable to exercise his parenting time, and ancillary decisions concerning parenting time and parenting exchanges and a new order concerning the sharing of childcare expenses.
- [4] In her cross-application filed January 24, 2024, Ms. Shirzad applies to vary aspects of the order of Justice Veenstra and to vary or set aside various decisions of the parenting coordinator and related orders. In particular, Ms. Shirzad seeks orders with respect to the her right of first refusal for parenting time when Mr. Jeanes is unable to exercise his parenting time and sharing of childcare costs. Mr. Jeanes contends that some or all of the orders Ms. Shirzad seeks are within the decision-making power of the parenting coordinator and should be left to her.

- [5] In her second application filed February 1, 2024, Ms. Shirzad applies for orders replacing the current parenting coordinator on the basis of bias or lack of responsiveness, and for an order concerning where the children will attend at school when they start Grade 1 in September 2024. Mr. Jeanes disagrees that the parenting coordinator should be replaced and contends that the children should remain at their current French-only language school, Ecole Rose-des-Vents, in September 2024.
- [6] The nature of the relief sought by Mr. Jeanes and Ms. Shirzad in their applications overlaps in many respects. I will address the relief sought under the following broad categories:
- a) In respect of Ms. Shirzad's applications:
 - i. Should the parenting coordinator be replaced?
 - ii. What if any decisions of the parenting coordinator should be varied or set aside?
 - iii. What, if any, orders made by Justice Veenstra should be varied?
 - iv. Should an order be made at this time concerning where the children will attend at school in September 2024?
 - b) To the extent that the orders Mr. Jeanes seeks are not addressed through orders made on Ms. Shirzad's applications, should any of the orders sought by Mr. Jeanes be granted?

Ms. Shirzad's Application for Removal of the Parenting Coordinator

- [7] In June 2022, Justice Veenstra ordered that a parenting coordinator be appointed for a two-year term. He ordered that the parenting coordinator would have the ability to "make determinations in respect of parenting matters should the parties be unable to reach agreement". I note that although Justice Veenstra did not specify the decision-making authority of the parenting coordinator s. 18 of the Family Law Act, S.B.C. 2011 c. 25 [FLA] prescribes what determinations a parenting coordinator is and is not able to make.
- [8] After a lengthy delay Meena Dhillon was appointed by the parties as parenting coordinator in June 2023. The parenting coordination agreement sets out her jurisdiction to make decisions, which are consistent with the provisions of s. 18 of the FLA.
- [9] The parenting coordination agreement provides that during its term the parties will not initiate or renew court proceedings that are within the parenting coordinator's jurisdiction. In addition, it provides that if a dispute arises concerning any of its terms the parties will first seek to resolve the dispute through mediation, arbitration or the civil resolution tribunal. I was not advised that any issues concerning the implementation of the parenting coordination agreement have been put to alternative dispute resolution to date. Finally, the agreement provides that it can only be terminated if the parties agree or by order of this Court or arbitral decision.

- [10] Ms. Shirzad seeks an order that the parenting coordinator be removed because in her view, the parenting coordinator has shown strong bias against her and there is no longer any trust or goodwill in their relationship. She also contends that the parenting coordinator has not provided timely responses to requests for determinations which are required on an urgent basis, in the children's' best interests.
- [11] With respect to the allegation of bias, Ms. Shirzad points to, for example, correspondence from Ms. Dhillon accusing her of misleading the court in an application brought without notice to obtain an order allowing her to apply for the children's admission to other schools.
- [12] With respect to lack of timely response to her concerns, Ms. Shirzad submits that after directing the parties, in September 2023, to try to decide where the children would attend for Grade 1 that Ms. Dhillon did not respond to her subsequent requests to review the issue of schooling, despite the urgency of submitting applications prior to the end of January 2024. In addition, she submits that Ms. Dhillon did not provide a timely response to her requests for determinations regarding the children's healthcare needs including, for example, refusing to at a meeting with the children's counsellors and healthcare providers.
- [13] In correspondence dated November 16, 2023, Ms. Dhillon wrote to Ms. Shirzad and advised that it was not her role to be attending at meetings at the Children's school.
- [14] The relevant section of the FLA, s. 15(1)(b), stipulates that a parenting coordination agreement (made pursuant to a parenting coordination order) may only be terminated by court order. There are no provisions in the FLA setting out factors which the court may consider in making such an order.
- [15] The following helpful reasons were set out by Justice Butler, as he then was, in *M.H. v. C.S.*, 2013 BCSC 2232:
- [41] The intent of the legislation in formalizing parenting coordination is to create a cost-effective alternative process to litigation and dispute resolution. It would be counterproductive to the entire coordination scheme to adopt an overly technical approach to applications to terminate coordination agreements. On an application to terminate a coordination agreement, it is important to examine all of the circumstances to determine if the parenting coordination process is generally being carried out in accordance with the provisions of the Family Law Act and the terms, if any, of the agreement. If it is, then a court should be reluctant to terminate an agreement for a minor or technical or temporary misapplication or breach of an agreement or order.
- [16] I have reviewed the extensive correspondence between Ms. Shirzad, Mr. Jeanes and Ms. Dhillon dealing primarily with, in late 2023 and early 2024, the question of where the children would attend for Grade 1 starting in September 2024. Mr. Jeanes advises the court that Ms. Shirzad has sent approximately 47 emails on this issue. In addition, I have reviewed the written determination made by Ms. Dhillon dated September 14, 2023, dealing with various issues including medical care and selection of a school for the children.

- [17] In the September 2023 determination Ms. Dhillon set out a series of determinations with respect to the steps required if the children required non-urgent medical care. In addition, she confirmed that the parents agreed not to send any forms into prospective schools for the children without first giving the other parent an opportunity to review the form. As well she stated that "[t]he parents are encouraged to see how the children do in the current school and attempt to reach a mutual agreement where the children will attend grade 1". Ms. Dhillon's encouragement to the parties to first seek to resolve their disputes is consistent with objects of the FLA and the parenting agreement.
- [18] Further Ms. Dhillon exchanged numerous emails with the parties between January 15 and 24, 2024, regarding Ms. Shirzad's concerns. She set a zoom call for January 27, 2024, to discuss Ms. Shirzad's desire to make applications to potential schools prior to January 31, 2024. I am not satisfied that Ms. Dhillon has been unreasonably unresponsive to Ms. Shirzad's concerns.
- [19] In her letter dated January 29, 2024, Ms. Dhillon correctly pointed out that Ms. Shirzad had improperly (in that it was contrary to the terms of the parenting agreement) brought a without notice application before Associate Judge Robertson on January 24, at which she obtained an order allowing her to apply for the children's admission to school, without advising the court of the existence of the parenting coordinator and/or of the fact that a meeting with the parenting coordinator had been set for later that month. I note that after bringing her without notice application Ms. Shirzad was penalized by order of Associate Judge Bilawich for improperly doing so.
- [20] With respect to Ms. Dhillon's advice to Ms. Shirzad that it was not her role to attend at meetings at the Children's school to discuss their educational and healthcare needs, I agree with this position. Ms. Shirzad must understand that Ms. Dhillon is not a counsellor, but rather that her role is to facilitate joint decision making by the parents and only where this is not possible, to make determinations.
- [21] In summary, I find that the correspondence in late 2023, early 2024, the September 2023 determination and Ms. Dhillon's letter of January 29, 2024, do not demonstrate that Ms. Dhillon was either biased against Ms. Shirzad or unresponsive to her needs. Ms. Dhillon has, in my view, carried out her function as parenting coordinator in a manner consistent with the provisions of the FLA and the parenting coordination agreement. As well, given the obvious need for the parties to have the assistance of a parenting coordinator (in particular to address the question of where the children should attend at school in September 2024) it would be inappropriate to leave the parties without this support at this time.
- [22] There is no valid reason to order that the parenting coordination agreement be terminated. Ms. Shirzad's application in this regard (Part 1, Paragraph 1 of the February 1, 2024 NOA) is dismissed.

Ms. Shirzad's Applications to Vary or Set Aside Determinations of the Parenting Coordinator

- [23] Although in her January 24, 2024 notice of application Ms. Shirzad sought a number of orders at the hearing before me; she only proceeded with the following applications regarding determinations of Ms. Dhillon made on October 14, 2023:
- a) To vary the determination that the parties share Mr. Jeanes' childcare costs of up to a maximum of \$900 per month by capping this expense at \$600 per month; and
 - b) To set aside the determination that Ms. Shirzad's childcare expenses are included in the \$900 per month in childcare costs subject to division between the parties and replace it with an order that the parties will share Ms. Shirzad's childcare costs, a separate childcare expense, up to a maximum of \$600 per month.
- [24] Subsection 18(4)(a)(ix) of the FLA provides that a parenting coordinator may make determinations, other than those which are specifically excluded from their jurisdiction, on any other matters that are agreed to by the parties and the parenting coordinator. Section 4.01(b)(iv) of the parenting coordination agreement between the parties provides that Ms. Dhillon may make determinations in respect of the temporary care of the children by a person other than the children's guardian.
- [25] Section 19(1) of the FLA only provides this Court with the jurisdiction to change or set aside the determination of a parenting coordinator if the court is satisfied that the parenting coordinator acted outside his or her authority, or made an error of law of mixed fact and law. That is, it is not open to this Court to set aside or vary a decision of a parenting coordinator simply because this Court might have done otherwise.
- [26] In deciding whether to set aside a parenting coordinator's determination the standard of review is reasonableness: *C.M.W. v. K.M.C.N.*, 2021 BCSC 1986, at para. 26. The question in this case, given that a question of law does not arise, is whether Ms. Shirzad has satisfied this Court that the determinations concerning sharing of childcare expense was unreasonable.
- [27] In Ms. Dhillon's October 14, 2023 written determination, she first set out that Mr. Jeanes had requested a determination regarding childcare expense to accommodate his work schedule as a firefighter, because he no longer had an unpaid caregiver available to him when Ms. Shirzad was unable to care for the children during his parenting time. Ms. Dhillon noted that Mr. Jeanes had proposed that if Ms. Shirzad was unable to care for the children during the expected two to three days per month when he would be working during his parenting time, that he would incur childcare costs - anticipated to be \$900 per month, for three 16 hour periods. Ms. Dhillon also noted that Ms. Shirzad had advised that in November 2023 she incurred childcare costs in accommodating Mr. Jeanes' requests that she care for the children during his scheduled parenting time.

[28] It was within Ms. Dhillon's jurisdiction to make orders with respect to appropriateness and allocation of childcare expenses. Ms. Shirzad has not identified any error of fact or law in Ms. Dhillon's determination concerning shared childcare expenses. I am satisfied that Ms. Dhillon's determination was made based on relevant information provided to her by the parties concerning potential monthly childcare expenses and her conclusion that \$900 per month was a reasonable childcare expense to be shared between the parties.

[29] Ms. Shirzad's application to vary or set aside the determinations of Ms. Dhillon with respect to the cap on and sharing of monthly childcare expenses is dismissed.

Ms. Shirzad's Applications to Vary Orders of Justice Veenstra

[30] Ms. Shirzad seeks an order varying paras. 25 and 26 of Justice Veenstra's order made in June 2022, which are as follows:

[25] If [Ms. Shirzad] is unable to care for the Children due to an overnight work trip [Mr. Jeanes] will be given the first option of caring for the Children.

[26] [Mr. Jeanes] is unable to care for the Children during overnights, and his mother or regular caregiver is unavailable, [Ms. Shirzad] will be given the first option of caring for the Children.

[31] In particular, with respect to para. 25 of Justice Veenstra's order, Ms. Shirzad seeks an order that Mr. Jeanes' right of first refusal rights only accrue if Ms. Shirzad or her "regular caregiver" are unable to care for the children. With respect to both paras. 25 and 26, she seeks an order that "regular caregiver" includes only an immediate family member or romantic partner with an established relationship with the children - who is not paid. In addition, Ms. Shirzad seeks an order that Mr. Jeanes be required to utilize his employment "lieu days" and vacation time to care for the children during his scheduled parenting time, when his regular work schedule would otherwise prevent him from doing so.

[32] Mr. Jeanes objects to the determination of Ms. Dhillon made in October 2023, that a regular caregiver does not include paid caregivers. He contends that the definition of regular caregiver should include any paid caregivers that he retains on a regular basis to care for the children when he is required to work overnight. I do not find that Mr. Jeanes' position has merit.

[33] Mr. Jeanes' contention that a regular caregiver should include paid caregivers is not consistent with the order of Justice Veenstra. Justice Veenstra's reasons include a discussion with the parties regarding when a right of first refusals would be available. While reviewing the terms of a draft proposed order Justice Veenstra sought clarification that when Mr. Jeanes was unable to care for the children during his overnights "and his mother, the regular caregiver, is unavailable" that Ms. Shirzad would be given a right of first refusal. Mr. Jeanes responded "I am okay with that".

- [34] As well, Mr. Jeanes submits that if paid caregivers are not excluded from Ms. Shirzad's right of first refusal rights that he will have difficulty obtaining caregiving services on days when Ms. Shirzad is unavailable. I am not satisfied that this is the case. Mr. Jeanes did not provide any evidence with respect to the unavailability of paid caregivers on an occasional, as needed basis. The evidence establishes that Mr. Jeanes would require such childcare services less than three times per month (only on days when Ms. Shirzad was not available). As well Ms. Dhillon determined that Ms. Shirzad must confirm whether she wishes to exercise her right of first refusal rights well in advance.
- [35] In any event, Ms. Dhillon addressed the issue of who qualifies as a regular caregiver.
- [36] In correspondence dated October 7, 2023, Ms. Dhillon stated, in summary, that in her view a regular caregiver includes a new partner, friend or family member. Ms. Dhillon subsequently addressed the definition of regular caregiver in her October 2023 determination. She stated as follows:
45. In review of the [order of Justice Veenstra] and the oral reasons for judgment, I do not see any reference that [Mr. Jeanes'] mother was a temporary care-provider.
46. While Section 26 references a "regular caregiver" from the review of the final order and oral reasons for judgment, there is no reference or indication that [Mr. Jeanes'] regular caregiver was special expense or a paid caregiver.
- [37] There is no question that pursuant to s. 18(4)(a)(iv) and s. 4.01(b)(iv) of the parties' parenting coordination agreement that Ms. Dhillon has the jurisdiction to determine who, other than a guardian or person authorized by agreement or order, is able to provide temporary care for the children. Her decision is entitled to deference. The standard of review in respect of this decision is again, reasonableness.
- [38] Although Ms. Dhillon's determination could be clearer, I consider, when reading the October 7 correspondence and the October 2023 determination as a whole, that Ms. Dhillon determined that regular caregiver included a new partner, friend or family member. This Court only has the jurisdiction to change or set aside this determination if the court finds that it is unreasonable. I do not find this to be the case.
- [39] As a result, I dismiss Ms. Shirzad's application to vary paras. 25 and 26 of the order of Justice Veenstra as set out at paragraphs 2 and 3(a) of her notice of application filed January 24, 2024.
- [40] With respect to Ms. Shirzad's application that Mr. Jeanes only be able to exercise his right of first refusal for parenting time if Ms. Shirzad is unable to obtain childcare from a regular caregiver, in my understanding this issue was not put before Ms. Dhillon for determination. It is within Ms. Dhillon's jurisdiction to decide this issue.

- [41] It is clear that the intent of Justice Veenstra's order concerning parenting coordination was that the parties first seek to resolve disputes with respect to parenting time through the parenting coordination process. In my view, they should be required to do so. I dismiss Ms. Shirzad's application for relief as set out at paragraph 2 of her notice of application filed January 24, 2024.
- [42] With respect to Ms. Shirzad's application that this Court order Mr. Jeanes to use his work lieu time and vacation days, on days when he is scheduled to work but also has scheduled parenting time, Ms. Shirzad has not set out a legal basis for this application. In my view, pursuant to s. 18(4)(b)(ii) of the FLA, Ms. Dhillon likely does not have the jurisdiction to make such a determination as doing so would arguably constitute a change to the allocation of parenting responsibilities. Parenting coordinators are prohibited from making such determinations.
- [43] I am satisfied that an order requiring Mr. Jeanes to take time off work to care for the children is not appropriate. The order of Justice Veenstra sets out that the parties will share parenting of the children, taking into consideration their work schedules and the children's best interests (para. 23). Justice Veenstra ordered, and the parties have been carrying out since January 2024, a week on week off parenting schedule. The point is, at the time of Justice Veenstra's order, the fact that a parenting day might fall on one or the other parents' work days was apparent. In my view, a material change of circumstances has not been demonstrated justifying variance of the order of Justice Veenstra.
- [44] In addition, Mr. Jeanes submits that he wishes to reserve his lieu days for emergencies and his vacation days for vacation. I agree that Mr. Jeanes should not be ordered to use his lieu days and vacation days as sought.
- [45] Ms. Shirzad's application to vary para. 25 of the order of Justice Veenstra as set out at paragraph 3(b) of her notice of application filed January 24, 2024 is dismissed.

Ms. Shirzad's Application for an Order Concerning the Children's School

- [46] Ms. Shirzad seeks an order that the children attend at a Vancouver School Board (VSB) administered French immersion "dual-track" school or an English only school somewhere close to the parents' homes when the children start Grade 1 in September 2024. She has provided evidence, which she contends demonstrates that the children's current French only school, Ecole Rose-des-Vents, is not appropriate for both children and more significantly for the parties' son.
- [47] Ms. Shirzad submits that the parties' son is, in summary, experiencing significant emotional difficulties at Ecole Rose-Des-Vents, including having difficulty interacting with classmates. She submits that these difficulties are being caused or exacerbated by his inability to communicate effectively in French. She submits that she does not speak French and French is not used when the children are with her. In addition, in respect of both children, she submits that Ecole Rose-des-Vents does not have the capacity to provide one or both of the

children with additional services they require including counselling, speech pathology and occupational therapy services in English, or as frequently as they could be provided in VSB schools.

- [48] Notably, Ms. Shirzad does not seek an order that the children be removed from Ecole Rose-des-Vents at this time.
- [49] Pursuant to an order granted by Associate Judge Robertson on January 25, 2024, Ms. Shirzad was authorized to make applications for the children to attend at a VSB school in September 2024, provided that they were not enrolled without agreement of the parties or further court order. Ms. Shirzad has now made various applications. She submits that her preference is for the children to attend at Bayview Community Elementary School, which is an English only school five minutes from her home, or Trafalgar Elementary School, which is a dual-track French immersion school. She advises that the children are on a waitlist for enrollment at one or more VSB schools.
- [50] Ms. Shirzad submits that offers for enrollment will be issued commencing in April 2024 and that only one week is provided to accept an offer before it expires. For this reason, and because in her submission there is sufficient evidence before this Court to decide where the children should attend at school, that this Court should do so.
- [51] Mr. Jeanes opposes Ms. Shirzad's application for an order from the court concerning where the children will attend at school in September 2024. First, his position is that Ms. Shirzad's complaints with respect to difficulties their son is experiencing at Ecole Rose-des-Vents are exaggerated. He also disputes that the children do not have the same access to counselling or other services at Ecole Rose-des-Vents as they would at a VSB administered school. In addition, Mr. Jeanes strenuously argues that the question of where the children will attend at school, if the parents do not agree, is to be resolved by Ms. Dhillon.
- [52] Significantly, Ms. Shirzad concedes that at this time the parents are awaiting a report from an occupational therapist concerning the parties' son's sensory profile, which she expects to receive in April 2024. As well, Ms. Shirzad advises that the parties are receiving on-going reports which will provide information concerning the children's progress at Ecole Rose-des-Vents.
- [53] In my view, it is premature for any orders to be made with respect to where the children will attend at school in September 2024. First, the evidence available at this time is unclear with respect to whether it is in the children's best interests to be enrolled in a new school. More information relevant to the children's best interests will apparently become available by approximately April 2024.
- [54] Importantly, the parties were ordered by Justice Veenstra to participate in a parenting coordination process. Justice Veenstra anticipated that a decision on where the children would attend at school may become an issue. He stated in his reasons for judgment at para. 132 that "if any one of [the parents] is bound and determined that the children go to Henry

Hudson and the other wants Trafalgar, the parenting coordinator can make the decision." Section 18(4) of the FLA and s. 4.01(b)(ii) of the parenting coordination agreement authorizes Ms. Dhillon to decide where the children will attend at school, in consideration of their special needs.

- [55] I am not satisfied that an order regarding the children's school is so urgent that the court should step in at this time. I dismiss Ms. Shirzad's application for an order that the children attend at a new school in September 2024. This is a matter which is properly in, and should remain, under the purview and decision-making authority of the parties' parenting coordinator, Ms. Dhillon.

Mr. Jeanes' Applications

- [56] In his notice of application filed on November 17, 2023, Mr. Jeanes seeks an order varying the determination of Ms. Dhillon which he submits results in him only having a right of first refusal on weekends when Ms. Dhillon is unable to care for the children during her scheduled time. As submitted by Ms. Shirzad, Mr. Jeanes has misinterpreted direction of Ms. Dhillon. I find that Ms. Dhillon did not restrict Mr. Jeanes' right of first refusal to weekends only. A variation is therefore unnecessary.
- [57] Mr. Jeanes also seeks an order varying the determination of Ms. Dhillon with respect to who qualifies as a "regular caregiver". For the reasons set out earlier in my reasons, I decline to interfere with Ms. Dhillon's determination in this respect.
- [58] Mr. Jeanes also seeks an order setting parameters or conditions for Ms. Shirzad to utilize paid childcare providers. He seeks this relief out of concern that, for example, Ms. Shirzad may utilize paid child care for non-work purposes or for after hours quasi-work-related purposes. Mr. Jeanes did not point to any examples of situations where Ms. Shirzad has incurred an unreasonable childcare expense. His concern that she may do so in the future is speculative.
- [59] It is within the jurisdiction of Ms. Dhillon to make determinations on the appropriateness of childcare expenses if one or the other of the parties disputes their legitimacy. In the circumstances, I decline to make any orders setting conditions on legitimate childcare expenses.
- [60] Mr. Jeanes also seeks an order setting aside Ms. Dhillon's decision to grant Ms. Shirzad reimbursement of a portion of her childcare expenses, capped at \$600 per month as part of the total capped childcare expense of \$900 per month available for division between the parties. As set out earlier it is within Ms. Dhillon's jurisdiction to make such orders. I am satisfied that Ms. Dhillon was reasonable in that it considered the parties' childcare needs and established a reasonable cap on this expense. I decline to set the determination of Ms. Dhillon concerning sharing of Ms. Shirzad's childcare expense.

[61] Finally, Mr. Jeanes seeks orders "clarifying" Ms. Dhillon's jurisdiction to make certain orders concerning parenting time and exchanges. It is not appropriate for this court to make an order clarifying the determination of Ms. Dhillon. If Mr. Jeanes seeks clarification of a determination by Ms. Dhillon he should make an inquiry to her. The applications for clarification are dismissed.

Conclusion

- [62] Ms. Shirzad's applications to replace Ms. Dhillon as parenting coordinator and for an order that the children attend at a new school in September 2024 (Part 1, Paragraphs 1 and 2 of the February 1, 2024 NOA) are dismissed.
- [63] Ms. Shirzad's application to vary or set aside the determinations of Ms. Dhillon with respect to the cap on and sharing of monthly childcare expenses (Part 1, Paragraphs 7 and 8 of the January 24, 2024 NOA) is dismissed.
- [64] Ms. Shirzad's applications to vary paras. 25 and 26 of the order of Justice Veenstra concerning the definition of regular caregiver and a requirement that Mr. Jeanes use his lieu days and vacation time to exercise his scheduled parenting time (Part 1, Paragraphs 2, 3(a) and (b) of her notice of application filed January 24, 2024) are dismissed.
- [65] All other applications for relief set out in Ms. Shirzad's notice of application filed January 24, 2024 are adjourned generally.
- [66] Mr. Jeanes applications set out in his notice of application dated November 17, 2023 are dismissed.
- [67] With respect to costs, presumptively, as the successful party Mr. Jeanes is entitled to his costs in respect of the applications brought by Ms. Shirzad. For the same reason, Ms. Shirzad is entitled to her costs in respect of Mr. Jeanes' application. If the parties wish to make further submissions on costs they are directed to seek a further hearing before me at a time convenient to the parties and the court.

"Mayer J."

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