

CANADA / JUDGMENT

L.H.M.K. v. B.P.K.

2013 BCSC 1098

COURT

Supreme Court of British Columbia

DECIDED

21 June 2013

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2013 BCSC 1098 L.H.M.K. v. B.P.K. IN THE SUPREME COURT OF BRITISH COLUMBIA Citation: L.H.M.K. v. B.P.K., 2013 BCSC 1098 Date: 20130621 Docket: E061210 Registry: Vancouver Between: L.H.M.K. Plaintiff And B.P.K. Defendant Before: The Honourable Mr. Justice N. Brown Supplementary Reasons to: Supreme Court of British Columbia, March 26, 2012, (L.H.M.K. v. B.P.K., 2012 BCSC 435, VA E061210) Supplementary Reasons for Judgment Counsel for the Plaintiff: F.E. Maxwell, Q.C. Counsel for the Defendant: P.M. Daykin, Q.C. Place and Date Hearing: Vancouver, B.C. November 1 and 3, 2011 Place and Date of Judgment: Vancouver, B.C. March 26, 2012 Place and Date of Supplementary Reasons for Judgment: Vancouver, B.C. June 21, 2013

- [1] The parties have made written submissions regarding adjustments they seek in the terms of the orders set in out my Reasons for Judgment indexed at 2012 BCSC 435 ("the Reasons"). These can be sorted into three main categories. The first of these deals with clarifications of particular orders that will avoid future misunderstandings and provide for an orderly exchange of obligations. These appear to be appropriate clarifications. The second category relates to variations of financial orders that involve interpretation of the Reasons for Judgment, in some instances, or which may require reopening of the trial to permit presentation of new evidence. 1.0 Refinements and clarifications
- [2] I will deal with the straightforward matters first.
- [3] The term of the Reasons that provide no child support is payable for R. while she attends university and is away from the claimant's home applies to any child, if and when they attend university and are away from the claimant's home.
- [4] Regarding the Claimant's obligation to account for any future benefit she may receive from her parent's holding company, she shall do so by July 1, of each year, until such time as the children are no longer eligible for child support.
- [5] The terms of the final order are expanded to include a term that the parties' obligation to agree on any enrollment of the children in a new activity before they incur an expense includes the boy's extracurricular expenses at WPGA.

- [6] With respect to the order that requires the claimant to provide an accounting of any future benefits she receives from her parents' holding company, she shall do so by July 1 of each year, until such time as none of the children are eligible for support.
- [7] The parties' obligation to agree to enrollment of the children in any new activity before they incur an expense for it applies to the boy's extracurricular expenses at WPGA.
- [8] An additional term of the order is that if the parties do not agree to enrol the children in a new activity, the party who incurred the new activity expense without agreement is responsible for its cost.
- [9] The respondent says he has experienced difficulty in obtaining reimbursement for various s. 7 expenses he had incurred. The claimant has similar complaints.
- [10] This additional provision will address that problem. If within two months of receiving a copy of a receipt for a valid s. 7 expense the other party does not reimburse the expense borne by the other party, the payor party is entitled to deduct the amount owing from the following month's child support payment.
- [11] Further, if one of the parties has no obligation to pay child support (from which they could deduct s. 7 expenses owed to them), they may set off any s. 7 expense owed to them against one they currently owe the other party. The parties shall keep careful and accurate records regarding any such set off.
- [12] In her memorandum, the claimant sought clarification of how expenses on a 15/85% split should be calculated. Such a split is confined to "all WPGA expenses that are not lunches or field trips."
- [13] I will not make any changes in the calculations set out in Table "A" of the Reasons. There is a distinction between WPGA expenses paid before 2011 - 2012 and going forward. I devoted much time to reviewing the financial documentation the parties presented, which was not always clear. It was reviewed several times by me and by my law clerk. I fully considered the parties' financial circumstances and sought the fairest solution that was congruent with the law and the parties' challenging financial circumstances.
- [14] All the items in Table "A" are appropriate. Their inclusion consists with the Reasons and considers financial sacrifices made prior to 2011 - 2012.
- [15] With respect to the adjustment sought by the respondent to reflect child support payments of \$5,731, which the respondent says the claimant has refused to recognize, the claimant submits that the matter is res judicata and constitutes a reopening of the hearing to submit new evidence. The claimant says she did not receive the payments the respondent listed in his chart and puts him to strict proof.

[16] I do not recall the respondent's having introduced a bank record of transfers into evidence to prove transfers to the claimant of \$5,731 for child support. Although the Court is not functus until entry of the Order, I do not find reopening the trial is a fitting exercise of discretion. "N. Brown J."

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Prepared on 28 October 2026 · Esheria