
CANADA / JUDGMENT

M.B.D.C. v. Y.G.D.C.

2021 BCSC 1504

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Supreme Court of British Columbia

DECIDED

3 August 2021

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IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

M.B.D.C. v. Y.G.D.C.,

2021 BCSC 1504

Date: 20210803

Docket: E192118

Registry: Vancouver

Between:

M.B.D.C.

Claimant

And

Y.G.D.C.

Respondent

Before: Master Bilawich

Reasons for Judgment

Counsel for Claimant,

via teleconference:

J. Kim

Counsel for Respondent,

via teleconference:

T. Brayer

Place and Date of Hearing:

Vancouver, B.C.

June 8 and 11, 2021

Place and Date of Judgment:

Vancouver, B.C.

August 3, 2021

- [1] The parties have cross-applications seeking a variety of relief. The primary issue in dispute is where their daughter should be enrolled for kindergarten for the 2021/2022 school year starting in September 2021.

Background

- [2] The respondent was born in China. She has a degree in Real Estate Marketing and had a career in advertising in Beijing. In April 2013 she travelled to San Francisco, California to study English.
- [3] The claimant's family background is French Canadian. He has Canadian, French and Swiss citizenship. French is his first language. He works as a software engineer. When the parties met, he was attending Santa Clara University in California, pursuing a bachelor's degree in computer science.
- [4] The parties met in November 2013 while both were visiting Hawaii. In February 2014 they began living together.
- [5] Their daughter, M.D.C. ("M."), was born on February 23, 2016 in Palo Alto, California. She is currently 5 years old.
- [6] On March 13, 2016, the parties married.
- [7] M. was enrolled in a full-time Mandarin language daycare for approximately 2 years while the parties lived in California.
- [8] On October 21, 2018, the parties moved to North Vancouver, B.C. The reason for the move was so the respondent could work. This was not an option while they lived in California.
- [9] The parties initially enrolled M. in Peach Blossom Daycare ("Peach Blossom") in North Vancouver.
- [10] On February 21, 2019, the parties separated. Initially they continued to live under the same roof. On July 18, 2019, the respondent moved out of the family home.

- [11] The respondent says that as she was moving out, she and the claimant agreed that the claimant would pick up M. at daycare the following day. He did so but afterwards, rather than returning M. to the respondent on July 21, 2019 as she expected, the claimant overheld M. He initially demanded that M.'s travel documents be secured. After that was done, he demanded the respondent sign a separation agreement as a pre-condition of her seeing M. again. The respondent did not see M. again until after she filed an Application to Obtain an Order with the Provincial Court of British Columbia on August 6, 2019.
- [12] Pursuant to an order on August 6, 2019 in the provincial court action, the parties have had approximately equal parenting time with M. since that date.

Steps Taken In Legal Proceedings

- [13] Around the same time, August 2, 2019, the claimant started this action.
- [14] The respondent says the parties had various disputes before the Provincial Court. On June 25, 2020, Judge Bond made a consent order (the "Bond Order") for child and spousal support, a modified parenting schedule and an order that M. attend play therapy.
- [15] A trial date in the provincial court action was scheduled for September 2020. The parties agreed to adjourn it so they could try mediation.
- [16] On December 1, 2020, the parties took part in a mediation, which unfortunately was not successful.
- [17] On May 25, 2021, the parties attended a Judicial Case Conference in this action. The parties consented to an order that the provincial court action be consolidated with this one. They also agreed to exchange materials for this application by May 27, 2021 and that the application be heard by June 8, 2021. They also agreed to schedule a 9-day trial for October 11, 2022.
- [18] On May 26 and 27, 2021, the respondent and claimant respectively filed the applications currently before me.

Additional Languages and School Enrollment

- [19] The claimant speaks French and English. The claimant has been communicating with M. in French in his home. His mother, who resides in California, also communicates with M. in French. She helped care for M. when the parties lived in California. The claimant says she regularly comes to B.C. to visit.
- [20] The respondent speaks Mandarin as her first language and English at a reasonably advanced level, but says she is not yet fluent. She continues to study English. She says she mostly speaks Mandarin with M.

- [21] Over the years the parties have actively encouraged M. to learn English, Mandarin and French. She attended a Mandarin language daycare in California at ages 1-2 years. Since moving to B.C., she has been attending 2-3 Mandarin language classes per week, normally on Mondays and Wednesdays. While attending pre-school at Little Rascals, she was taking classes in both English and French.
- [22] It is the claimant's view that the availability of public bilingual education programs in B.C. will allow M. to embrace her cultural and linguistic heritage and become fluent in French at no additional cost to the parties.
- [23] The claimant says that since 2019, the parties were discussing registering M. in a French Immersion program so she could learn to read and write in French. As recently as January 2020, the parties were in agreement about enrolling her in a French Immersion program near to both of their residences, namely École Braemar.
- [24] The respondent says that French Immersion came about as a compromise between the parties because the claimant initially wanted M. to have French instruction at École André-Piolate ("André-Piolate") in North Vancouver and the respondent wanted her to have English instruction. She believed at the time that in an immersion program, M. could be instructed in both English and French. She has since learned that the first three years of the immersion program would involve instruction in French exclusively and increasing English instruction in later grades. The claimant does not think it is in M.'s best interests to be instructed in French only, as this would prevent the respondent from participating in the child's schooling in any capacity. She does not speak French.
- [25] She suggests the claimant would object if she proposed that M. attend a Mandarin language school. She says she would support the claimant arranging French courses outside of school, as she is doing with the Mandarin classes.
- [26] The evidence on this application is that Braemar has two distinct school programs, including one in English (Braemar School) and second French Immersion program (École Braemar). The two coexist in the same premises but are administered and operated as separate schools. The claimant says the parties' early intention was that M. be registered in École Braemar once she was old enough to apply for its kindergarten program.
- [27] The claimant says that on December 15, 2019, the respondent suggested the parties transfer M. to Little Rascals preschool ("Little Rascals") for the following reasons:
- a) She believed M. would be accepted directly into École Braemar from the Little Rascals program, as opposed to having to sign onto a waiting list;
 - b) École Braemar has a reputation as being one of the best French Immersion schools on the North Shore and is highly ranked academically;
 - c) Little Rascals provided hot, nutritious lunches and an after school program for its students;

- d) Its after school program would help the parties coordinate pick-up with their respective work schedules;
 - e) It would allow M. to learn in both English and French and is located between the parties' respective residences.
- [28] On January 10, 2020, the respondent informed the claimant that M. had been accepted into Little Rascals and reiterated her belief that this would allow M. to skip the waiting list and transfer directly into École Braemar. With this in mind, the parties agreed to transfer her from Peach Blossoms to Little Rascals. As it turned out, this understanding was unfortunately mistaken.
- [29] On January 6, 2021, the claimant inquired with North Vancouver School District about registering M. in French Immersion. He was informed that they had missed the enrollment deadline and that there were long wait lists for École Braemar. That deadline was set earlier than the one for regular school registration.
- [30] On January 12 and 15, 2021, the claimant inquired with Little Rascals and École Braemar to find out why M. had not been given priority admission. He was informed that Little Rascals did not have priority admission privileges for French Immersion.
- [31] The respondent subsequently learned that French Immersion enrollment is by way of a lottery. She casts a share of the blame for the misunderstanding on the claimant. She says he made her responsible for finding Mandarin programming for M., so she considered it to be the claimant's responsibility to enroll her in French Immersion.

Position of the Claimant - Choice of Kindergarten

- [32] On this application, the claimant seeks as his first option an order that M. be registered for kindergarten at Braemar School [English program] and the parties get her onto the wait list for École Braemar. He believes that if and when a spot becomes available in the French Immersion program, she would be better placed to secure it than if she were attending school elsewhere. The claimant says he has been informed by District Principal Mr. James that for a student in M.'s circumstances, coming from a French-speaking family background, the school board would potentially offer her an assessment and transfer into the French Immersion at any point along the school year should a spot become available. She may potentially be in the English language program at Braemar School for years before transfer becomes a possibility.
- [33] Among the factors the claimant highlights are:
- a) The claimant says the parties at one time agreed to Braemar as choice of school. This was in January 2020 and was in the context of M. attending the French Immersion program.

- b) The claimant links the parties' previous selection of Little Rascals to Braemar. The claimant says if M. attends Braemar the parties will be able to continue using Little Rascals for after school care. He argues that M. is already familiar with staff and is already friends with Braemar students because they attend Little Rascals. I presume this is a reference to those Braemar students taking advantage of the after school program. M. would benefit from continuity and stability of friendships and relationships. The claimant has not identified specific individuals.
 - c) The claimant argues that if M. is unable to get into French Immersion in her early elementary grades, she would have to wait until a late immersion in Grade 6. By that time, she will have lost opportunities to read and write in French, learn about her cultural heritage as a Francophone Canadian and develop stronger relationships with her paternal grandmother and other relatives by communicating in French.
 - d) If M. is able to transfer into the immersion program, it would be a transfer within Braemar, which would allow her to keep the same friends and relationships within the community.
 - e) M. has been learning French at home with the claimant and already has an advantage over her peers, coming from a French-speaking family.
- [34] The claimant's alternative choice is the kindergarten program at École André-Piolate. It is part of the Conseil Scolaire Francophone de la Columbia-Britannique. It offers French as the primary language of instruction. The claimant says this would give M. a more intensive exposure to French and would allow her to start learning in that language immediately. He also argues this would allow her to keep closer ties with her Francophone heritage and allow her to develop friendships with peers who come from other French speaking households. The school is also located in the same community as Braemar and Little Rascals, so the parties would have the option of keeping M. in Little Rascals after school programs or André-Piolat's after school program.
- [35] The claimant says that upon learning that all French Immersion spaces in North Vancouver School District were full, he inquired with École André-Piolate and was able to secure a space for M. in its kindergarten program for September 2021. He says this would allow her to start learning in French right away.
- [36] Both Braemar School and École André-Piolate are located roughly half way between the parties' respective residences.
- [37] With respect to the respondent's choice, Canyon Heights Elementary ("Canyon Heights"), the factors why the claimant says this does not meet M. needs include:

- a) The parties both live in rental accommodation. The respondent has moved twice since separation and only relocated to the Canyon Heights area in February 2021. He speculates that the respondent has been spending significant time at her new partner's residence in the area. I take this to be a suggestion that the respondent's residence may not be stable. In any event, physical proximity and parental convenience is not a determining factor.
 - b) The respondent's commute would decrease, but at the expense of reduced parenting time for the claimant. He says Canyon Heights is about a 12 minute drive from his residence. [The evidence indicates that Braemar is a 9 minute drive for the claimant and a 6 minute drive for the respondent.]
 - c) If M. were to subsequently transfer from Canyon Heights to École Braemar, she would have to leave friends she made at Canyon Heights.
 - d) M. would have to switch after-school care programs from Little Rascals and would lose friendships and relationships built there.
 - e) Canyon Heights' Fraser Institute Ranking is marginally lower (6.8/10 to Braemar's 7/10).
- [38] The claimant argues that Braemar's English language program represents the best compromise for M.'s education despite the unknown factor of if and when a space may become available in École Braemar's French Immersion program. It represents a more stable choice.
- [39] The claimant says that the North Vancouver School District has informed him that it will hold spaces for M. at both Braemar and Canyon Heights, but it requires a court order to process and finalize her registration. The space at André-Piolate has been confirmed.

Respondent's Application and Position

- [40] The respondent applies for an order that M. attend Canyon Heights Elementary for kindergarten commencing the 2021-2022 school year and continue there for primary school until written agreement of the parties or further court order.
- [41] She says that benefits to Canyon Heights include the following:
- a) It is within walking distance of her current residence. The respondent views the ability to walk to school to be as significant advantage as it allows M. to develop healthy habits (walking) rather than being driven to school every day.
 - b) It is safe, has a good reputation and is well managed.
- [42] In response to the claimant's options, she offers the following points:

- a) Braemar's English program is treated as a separate school by the North Vancouver School Board. Students attending there do not receive any advantage over students in other English schools in the area, in terms of ability to transition to the French Immersion program if desired.
 - b) Braemar is located too far away for M. to walk to school.
 - c) M. would be attending school outside her catchment area. This appears to assume the respondent's home is the locus for such an analysis.
 - d) If anyone that M. knows from Little Rascals is attending École Braemar, they would not have any classes with her due to it being separate from the English program.
 - e) André-Piolate does not offer English instruction. It is not within walking distance of either party's residence. The respondent would not be able to participate in the child's education in any meaningful way, as all instruction, activities and programs would be in French.'
 - f) M. would have little opportunity to learn English, because she is speaking primarily French or Mandarin in each of her parent's homes.
 - g) None of the options being tendered are close to the claimant's residence. All options under consideration involve him driving M. to school on his parenting days. The only option that allows M. to walk to school on occasion is Canyon Heights.
- [43] The respondent acknowledges that the parties had earlier discussed M. attending a French Immersion program as compromise, but the enrollment deadline was missed and the option is no longer available. She says she had a misunderstanding at that time, in that she thought that a French Immersion program would include both English and French instruction from the beginning. She has since learned that the immersion program has no English instruction at all for the first three years. She wishes to be actively involved in M.'s schooling, which is not an option with a French only program due to the respondent's inability to speak or write in French.
- [44] The respondent says that it is in M.'s best interests to receive instruction primarily in English. If the claimant wishes for her to build on her French language skills, he can arrange for her to take a French class outside of school, in the same manner she is currently doing with her Mandarin Logical Math lessons ("Mandarin Class").

Applicable Law - Education Decisions

- [45] Section 37 of the Family Law Act ("FLA") provides that in making an order respecting guardianship, parenting arrangement or contact with the child, the parties and the court must consider the best interests of the child only.

Best interests of child

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;

[46] Section 40 deals with parenting arrangements:

Parenting arrangements

40 (1) Only a guardian may have parental responsibilities and parenting time with respect to a child.

- (2) Unless an agreement or order allocates parental responsibilities differently, each child's guardian may exercise all parental responsibilities with respect to the child in consultation with the child's other guardians, unless consultation would be unreasonable or inappropriate in the circumstances.
- (3) Parental responsibilities may be allocated under an agreement or order such that they may be exercised by
- (a) one or more guardians only, or
 - (b) each guardian acting separately or all guardians acting together.
- (4) In the making of parenting arrangements, no particular arrangement is presumed to be in the best interests of the child and without limiting that, the following must not be presumed:
- (a) that parental responsibilities should be allocated equally among guardians;
 - (b) that parenting time should be shared equally among guardians;

- (c) that decisions among guardians should be made separately or together.

[47] Decisions relating to a child's education, culture and language fall under parental responsibilities set out in section 41 of the FLA:

Parental responsibilities

41 For the purposes of this Part, parental responsibilities with respect to a child are as follows:

- (d) making decisions respecting the child's education and participation in extracurricular activities, including the nature, extent and location;
- (e) making decisions respecting the child's cultural, linguistic, religious and spiritual upbringing and heritage, including, if the child is an Indigenous child, the child's Indigenous identity;

[48] Section 45 addresses orders respecting parenting arrangements:

Orders respecting parenting arrangements

45 (1) On application by a guardian, a court may make an order respecting one or more of the following:

- (a) the allocation of parental responsibilities;
 - (b) parenting time;
 - (c) the implementation of an order made under this Division;
 - (d) the means for resolving disputes respecting an order made under this Division.
- (2) An order under subsection (1) must not be made if the child's guardians are the child's parents and are not separated.
- (3) The court may make an order to require that the transfer of a child from one party to another, or that parenting time with a child, be supervised by another person named in the order if the court is satisfied that supervision is in the best interests of the child.
- (4) Despite subsection (1), a person applying for guardianship may apply, at the same time, for an order under this section.

[49] Both parties urged me to decide which school and program is in M.'s best interests because, tragically, they have been unable to agree. Both referred me to authorities which support such an approach, but I have concluded that the cases the parties have referred to no longer represent the proper approach.

[50] In *N.R.G. v. G.R.G.*, 2017 BCCA 407, the court of appeal considers a judge's role with regard to parenting responsibilities under the FLA. It notes that section 40(1) provides that only a guardian may have parental responsibilities with respect to a child. The court can allocate those responsibilities and determine the means for resolving disputes between guardians as it deems appropriate, under s. 45. The Act does not contemplate that the details of parenting

be directed by the court and the legislation does not provide for the court to step into a guardian's role. At paragraphs 40-41:

40 On our reading of s. 41, decisions about activities, phone calls, electronic communications, attendance at school events, and other such daily aspects of children's lives are within the meaning of "parental responsibilities". The scheme thus envisages that only guardians may make such decisions (s. 40), although the court may order the allocation of those responsibilities to, and determine the means for resolving disputes between, the guardians as it deems appropriate (s. 45). One means for resolving disputes may be, for example, an order for a parenting coordinator (who is limited in the role he or she may play by ss. 17 and 18). Another means is an application by either guardian under s. 49 for directions. No doubt there will be occasions in which the court is called on to resolve a dispute about a particular matter, and can do so under ss. 45 and 49, or can manage certain matters through tools in the Child Support Guidelines such as s. 7. In the end, however, we consider that the Act expects parental responsibilities to be assigned to a guardian or guardians, or be guided by a parenting coordinator, rather than having the judge make the specific decisions at first instance. In other words, the Act does not contemplate that the details of parenting will be directed by the court; the legislation does not provide for the court to step into a guardian's role.

41 In this case, we respectfully consider that the judge has erred in principle by taking upon himself the detail of parenting to an inappropriate degree, and by failing to establish who has the initial parental responsibility on the disputed matters.

[51] In *Dunn v. Dunn*, 2018 BCSC 2502, Master Vos considered a choice of school dispute and, following N.R.G., concluded that while it was by not ideal, because the parents were unable to agree, it was necessary to pick which one was better suited to make decisions relating to the child's education.

15 The matter in issue on this application is the education of a child. It is a parental responsibility pursuant to s. 41(d) of the Family Law Act.

16 N.R.G. is binding authority on the matter in issue. The order sought by the claimant, essentially asking the court to choose the school Daniel is to attend, cannot be made.

17 The Claimant and Respondent are joint guardians of Daniel. It is tragic that they cannot come to an understanding on which school would be best for Daniel.

18 The school year has already begun. The best interests of the child require the issue of where he is to attend school to be determined as soon as possible.

19 It is apparent that the parties cannot reach a consensus on which school would be in the best interests of Daniel. Under s. 45(1)(a) of the Family Law Act, the court can allocate parental responsibilities. The only option available to the court on this application is to allocate parental responsibilities for education to one of the parents.

Analysis - Allocation of Parental Responsibilities re Education

- [52] Both parties are intensely interested and wish to be involved in shaping M.'s education. Both are active parents who have been sharing parenting time with their daughter equally since about August 6, 2019.
- [53] The claimant has been teaching M. French at home. He has also supported the respondent's desire to have M. take online Mandarin language programs, albeit with some push-back when asked to facilitate sessions on his parenting day and relating to unexpected program costs.
- [54] The respondent has been teaching M. Mandarin at home and has arranged Mandarin Classes. She also agreed to M. attending Little Rascals, which included instruction in both French and English. She was open to compromise concerning French Immersion, at least when she thought it involved instruction in both English and French from the beginning. Both parties have supported M. being educated in English.
- [55] Both parties agreed that M. attend play therapy. The claimant did balk when a spot became available following a roughly 14 month waiting period. His reservation was about timing for starting the program due to Covid-19 related concerns.
- [56] It is clear that both parties are advocating educational options which they genuinely believe are in M.'s best interests. They simply approach this from different perspectives.
- [57] The parties have reached an impasse on choice of school. As the 2021-2022 school year is about to start, it is critical that a decision be made. Section 45(1)(a) of the FLA allows the court to allocate parental responsibilities to one of the guardians.
- [58] On balance, I have concluded that the respondent has taken a somewhat more balanced and collaborative approach to decision making regarding issues relating to M. and her education generally. The claimant demonstrated he is capable of temporary unilateral decision making which did not appear to be in M.'s best interests at the time, in particular his decision to overhold M. after the respondent moved out of the former family home. That was remedied after the respondent applied to provincial court on August 6, 2019, but an application should not have been necessary.
- [59] I have concluded that it is in M.'s best interests that parenting responsibilities for choice of education decisions including without limitation choice of school be allocated to the respondent on an interim basis. The respondent is directed to actively consult the claimant about significant education decisions, but in the event the parties are unable to agree, the respondent will have final decision making authority.

Court-Ordered Play Therapy Fine

- [60] The respondent seeks an order that the claimant pay a fine of \$500 for refusing to consent to M. attending court-ordered play therapy. The original application sought a fine of \$5,000, but the respondent reduced this during submissions. The application is made pursuant to s. 230(2) of the FLA.
- [61] In the Bond Order, the respondent consented to an order that M. attend play therapy. She was on a wait list with Family Services of the North Shore ("FSNS") between February 2020 and April 2021. On April 14, 2021, the respondent learned there was a space available, but FSNS indicated it required the claimant's consent before it would see M. The claimant initially declined to give consent.
- [62] The claimant admits he consented to and says he supports play therapy for M. but had Covid-19 based reservations about when it should start, out of concern for her safety.
- [63] On the hearing, the claimant advised that he had given FSNS his consent. He was supposed to take M. to a session on the day of the hearing, but was under the impression he had to attend court in person and rescheduled it. This misunderstanding was clarified and it is my understanding that M. has started play therapy.
- [64] In the circumstances, I cannot say that having Covid-19 related reservations was unreasonable and the delay was brief. I do not consider that it would be constructive to impose a fine in these circumstances. I decline to impose a fine.

Mandarin Class Dispute

- [65] The respondent seeks orders:
- a) To compel the claimant to facilitate M. attending online Mandarin Classes when those sessions happen to fall during his parenting time.
 - b) Confirming the parties' agreement that fees charged by the Mandarin Class are special and extraordinary expenses includes not only tuition for the class but also shipping fees charged by the program for learning tools used in the class, including text books and toys; and
 - c) Declaring that consultation having been conducted and the claimant's consent to the Mandarin provided, it is not required that there be consultation and consent every time a fee is to be paid for the Mandarin Class.
- [66] The respondent says that in 2019 - summer 2020 the parties discussed M. attending a Logical Math Mandarin online program. The respondent found an appropriate online course. She says the parties agreed that the program would be a special and extraordinary expense.

- [67] Issues later arose. One issue is the classes are scheduled for Mondays and Wednesdays. The claimant has M. every second Wednesday and initially refused to facilitate her attendance on his Wednesday. The respondent was sometimes able to arrange make-up classes but not always. She says classes are 35 minutes long.
- [68] A second issue is that the program provides free learning tools including text books and toys for the program, but charges for shipping. The claimant paid his appropriate share of the tuition but insists on further information and written consent to each shipment of learning tools. The respondent objects to having to consult on each shipment and wants court ordered pre-approval.
- [69] The claimant notes that the Bond Order provides that special and extraordinary expenses include extra-curricular expenses for M. that the parties agree to in writing in advance of her being registered and in advance of the expense being incurred and any other expense that the parties agree to in writing in advance. The order also specifies that neither party will register the child for any classes or activities during the other party's parenting time without prior written consent or court order.
- [70] In August 2020, the parties agreed that the claimant would share the costs for the Mandarin lessons provided that the lessons are scheduled only during the respondent's parenting time.
- [71] The claimant says that contrary to the Bond Order and the parties' agreement, the respondent is now demanding he pay for Mandarin lesson related expenses without seeking his consent and that he facilitate M. attending classes during his parenting time. When the respondent asked him to pay learning tool shipping costs, he requested further information but the respondent did not provide it.
- [72] During the hearing the claimant indicated that, in an effort to foster M.'s language development, he agreed to make best efforts to facilitate her attendance at one online Mandarin Class every other week when she is in his care. This presents potential difficulties because he does not speak or read Mandarin. It would be problematic for him to troubleshoot in the event of technical difficulties. The claimant also agreed to pay shipping costs up to \$250 per year. If the figure rises above that, he requires advance notice.
- [73] The shipping costs for learning tools were not an expense that was initially discussed or anticipated by either of the parties. It was not unreasonable for the claimant to want additional information. It is also understandable that the claimant would be reticent about having activities scheduled by the respondent spilling over into his parenting time when that had previously been expressly addressed in the Bond Order.
- [74] As the claimant has agreed to facilitate M. attending her online class every second Wednesday during his parenting time, I do not consider that an order is necessary. The schedule may change again.

- [75] I will order that shipping costs associated with the free learning tools associated with the Mandarin Class up to a limit of \$250 per year are special or extraordinary expenses. Expenses associated with any future course will have to be addressed by the parties as and when they arise.

Conclusion

- [76] It is in M.'s best interests that parenting responsibilities for education decisions including choice of school for M. be allocated to the respondent on an interim basis. The respondent is directed to actively consult the claimant about significant education decisions, but in the event the parties are unable to agree, the respondent will have final decision making authority.
- [77] The application for an order that the claimant pay a \$500 fine for refusing to consent to M. attending court-ordered play therapy is dismissed.
- [78] I order that shipping costs associated with the free learning tools for the Mandarin Class up to a limit of \$250 per year are special or extraordinary expenses. Expenses associated with any future course will have to be addressed by the parties as and when they arise.
- [79] The parties will each bear their own costs of these cross-applications.

"Master Bilawich"

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