
CANADA / JUDGMENT

P.J.D. v. W.K.W.

2020 BCSC 1851

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Supreme Court of British Columbia

DECIDED

27 November 2020

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2020 BCSC 1851 P.J.D. v. W.K.W.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

P.J.D. v. W.K.W.,

2020 BCSC 1851

Date: 20201127

Docket: E173090

Registry: Vancouver

Between:

P.J.D.

Claimant

And

W.K.W. also known as W.K.D.

Respondent

Before: The Honourable Mr. Justice Skolrood

Supplemental Reasons for Judgment

(to P.J.D. v. W.K.W., 2019 BCSC 1188)

The Claimant, appearing in person:

P.J.D.

Counsel for the Respondent:

S.G. Label

Place and Date of Trial/Hearing:

Vancouver, B.C.

April 8-12, 2020;

January 31, 2020; and

October 6, 2020

Place and Date of Judgment:

Vancouver, B.C.

November 27, 2020

Introduction

- [1] On July 19, 2019, I issued reasons for judgment in this matter, which are indexed at 2019 BCSC 1188, following a five-day trial that ran from April 8-12, 2019.
- [2] The principal focus of the trial was on the parenting arrangements for the two children of the marriage, a twin boy ("N") and girl ("B") born in 2006. In my reasons, I ordered that the children shall reside primarily with the respondent mother, with the claimant father having specified parenting time. I also ordered that the parties shall consult one another on all decisions significantly affecting the children but in the event that they are unable to agree, the respondent shall have authority to make the final decision (the "Order").
- [3] As I noted at the conclusion of my reasons, due to time constraints and uncertainty about what the parenting arrangements would be, the parties did not fully address the issue of child support and I therefore granted leave for the parties to schedule a further hearing.
- [4] That hearing commenced on January 31, 2020 but did not finish. Unfortunately, due to the restriction of Court operations due to the COVID-19 pandemic, the hearing did not conclude until October 6, 2020.
- [5] As noted, the additional hearing was scheduled in order to deal with the issue of child support. At the hearing, the respondent also sought to address the issue of how the claimant communicates with her and the children, something that had been canvassed at some length at the trial.
- [6] Shortly before the January 31, 2020 hearing date, the claimant filed a notice of application in which he sought, amongst other things, a 50-50 parenting schedule and removal of the term in the Order granting the respondent final decision making authority.

- [7] The claimant's notice of application was not filed and served in accordance with the Supreme Court Family Rules and, in any event, largely constituted an attempt to re-litigate issues decided at trial. For those reasons, I declined to consider the application.

Background

- [8] The background facts are set out in some detail in my original reasons and I will not repeat them here, except to the extent that they are relevant to determining the child support issue.
- [9] Prior to the trial, there was no order or formal agreement in place governing parenting arrangements. While there was considerable friction between the parties from at least September of 2017, there was a general agreement about parenting time pursuant to which the children were with the claimant three nights per week and every other weekend.
- [10] As a result of the Order, the current parenting arrangements are that the children are to be with the claimant one overnight per week and every other weekend; however, I am advised that B no longer goes to the claimant's house for the weekday overnights.
- [11] In the period following separation and leading up to trial, neither party paid the other child support. In light of the new parenting arrangements put in place under the Order, the respondent is entitled to child support. There is also an issue about ongoing s. 7 expenses, about which the parties do not agree.

Child Support

The Claimant's Income

- [12] The biggest challenge in determining the child support payable by the claimant is ascertaining his income.
- [13] The claimant has for a number of years operated his own business under the name of West Rock Mail and Print which provides direct mail services to its clients. According to the claimant, it is a dying business.
- [14] In his financial statement sworn January 24, 2020, the claimant claimed \$12,000 in annual business income plus \$2,372.67 in pension income, for a total income of \$14,372.67.
- [15] On his 2017 and 2018 income tax returns, he claimed the following incomes:

2017

Employment Income \$13,000

Interest and Investment Income \$8,319.56

Total: \$21,319.56

2018

Employment Income \$18,000

Interest and Investment Income \$12,023

Total: \$30,023

- [16] In his financial statement, the claimant claims monthly expenses of \$3,690.48, which total \$44,285.77 annually. It is not apparent how he pays these expenses on his declared income.
- [17] The claimant was questioned about efforts he has made to grow his business or to find alternate sources of income. Apart from saying that he has talked to a few people and that he was shortlisted for one sales position, his evidence was vague about his employment efforts and prospects. He made the point that there are not a lot of companies looking to hire a 65-year-old salesperson.
- [18] The claimant says he has been paying \$389 per month in child support, which equates to approximately \$25,000 in income; however, the evidence is somewhat unclear on this point. The respondent produced a chart indicating the claimant has paid her a total of \$5,056 since September 2019, including three payments of \$389. Pursuant to the Order, the claimant was required to pay the respondent \$3,500 in retroactive s. 7 expenses. Deducting that amount from what the claimant has paid leaves a balance of \$1,556 to be applied as either child support or a contribution towards ongoing s. 7 expenses. Again, the evidence surrounding these payments was vague from both parties.
- [19] The respondent submits that the claimant is underemployed and seeks to impute income to him. In *D.L. v. J.L.*, 2017 BCSC 801, Madam Justice Murray addressed the test for imputing income where one parent is underemployed at paras. 16-19:
- [16] Section 26.1(2) of the Divorce Act, R.S.C. 1985, c. 3 (2nd Supp.) requires that parents have a joint financial obligation to maintain the children in accordance with their relative abilities to contribute.
- [17] Imputing income under s. 19 of the Federal Child Support Guidelines, SOR/97-175 is how courts give effect to this requirement. In s. 19(1)(a), where income may be imputed for intentional unemployment or underemployment. There is no requirement for bad faith, that is specific intent to evade child support obligations.
- [18] To determine if a parent is earning to capacity, the court will apply the following general principles:
1. parents who are healthy and can work have a duty to seek employment;
 2. reasonable income earning capacity will be based on consideration of a parent's age, education, experience, skills, health, and on-the-job opportunities that are reasonably available;
 3. limited experience and skills do not justify a failure to pursue employment that does not require significant skill or requires skills to be learned;

4. persistence in unremunerative employment or unrealistic or unproductive career aspirations will not be an excuse; and
 5. self-induced reduction in income will not justify the avoidance of child support: *Hanson v. Hanson*, [1999] B.C.J. No. 2532 (QL) (S.C.).
- [19] The test for imputing income is set out by our Court of Appeal in *Marquez v. Zapiola*, 2013 BCCA 433:
- [36] For the purposes of both child and spousal support, there is a broad judicial discretion to impute income to either or both spouses. However, the party seeking to have income imputed to the other spouse has the burden of establishing an evidentiary basis for such a finding.
- [37] The test for imputing income for intentional under-employment or unemployment is one of reasonableness, having regard to the parties' capacity to earn income in light of their age, education, health, work history and work availability. A spouse's capacity to earn income will include that person's ability to work or to be trained to work. See *Van Gool v. Van Gool* (1998), 113 B.C.A.C. 200, 44 R.F.L. (4th) 314 at paras. 28-31, *Barker v. Barker*, 2005 BCCA 177, 45 B.C.L.R. (4th) 43 at para. 19, and *McCaffrey v. Paleolog*, 2011 BCCA 378, 24 B.C.L.R. (5th) 62 at para. 46.
- [20] The respondent has provided a series of calculations of the child support payable at income levels between \$50,000-\$90,000 per year. She submits that the claimant is capable of earning in this range based upon his years of experience in sales. She notes as well that as of July 2020, the claimant is entitled to receive both C.P.P. and O.A.P. benefits, totalling approximately \$17,000 per year.
- [21] I do not agree the income range proposed by the respondent is realistic. Given the respondent's earning history as well as his age, it is highly unlikely that he could now obtain new employment that would pay him in excess of \$50,000 per year.
- [22] Rather, given his circumstances, I find that income of \$35,000, inclusive of government benefits, is more realistic and I therefore impute that income to him. This results in a monthly child support obligation of \$562.

Lump-Sum Support

- [23] The respondent also seeks an order that the claimant pay lump sum child support. She cites *K.A.L. v. K.J.L.*, 2017 BCSC 651, where Madam Justice Young provides a useful summary of the principles governing lump-sum support:

[167] Section 170(c) of the FLA says the court may make an order for payment of lump-sum child support directly or in trust. Section 170(d) permits a court to register a charge against specific property to secure payment. Section 170(e) permits the court to order a party who has a contract of life insurance to designate his/her child as a beneficiary irrevocably for the period designated by the court and section 170(g) permits the court to order that the duty to pay child support continue after the death of a person.

[168] Section 11 of the Guidelines says support can be ordered in a lump-sum and s. 12 says that security for the payment of child support can be ordered:

11 The court may require in a child support order that the amount payable under the order be paid in periodic payments, in a lump-sum or in a lump-sum and periodic payments.

12 The court may require in the child support order that the amount payable under the order be paid or secured, or paid and secured, in the manner specified in the order.

[169] Lump-sum child support orders have generally been restricted to cases involving special circumstances and seem to be more commonly ordered when children are within two to three years of becoming self-supporting. Section 11 of the Guidelines empowers the court to order a lump-sum in place of periodic support for children but the lump-sum must reflect the support otherwise due under the Guidelines.

[170] There are exceptional circumstances where the courts have found lump-sum orders to be appropriate. For example, where a parent has failed to discharge financial responsibility in the past or is likely to do so in the future, where no voluntary payments were made during the period of separation, or where the payor has a history of irresponsible money management.

[171] The courts have been reluctant to award lump-sum child support where the lump-sum would strip a party of all of their property acquired during the marriage: *LeBlanc v LeBlanc* (1998), 203 N.B.R. (2d) 369 (Q.B.).

[172] In *Greenwood v. Greenwood*, 1998 B.C.J. 72[9]; 37 RFL (4th) 422 (B.C.S.C) [Greenwood], Mr. Justice Burnyeat notes that under s. 11 of the Guidelines that the court must first determine what the periodic payment is for making an order for lump-sum support.

[173] Courts appear more willing to make a lump-sum child support order for s. 7 expenses. In *Greenwood*, Burnyeat, J. ordered a lump-sum for s. 7 expenses saying that lump-sum support is restricted to cases involving special circumstances such as animosity between the parties, the parties inability to make periodic payments, difficulties enforcing orders for support, the risk that available monies will be otherwise squandered or dissipated, and where there is a real risk that periodic payments would not be made

- [174] Security may be ordered if there is evidence of a payor deliberately disobeying orders or that he is likely to do so in the future: *M.E.L. v. B.G.L.*, 2012 BCSC 1841; *Cohen v. Cohen* (1995), 4 B.C.L.R. (3d) 201 (C.A); *Greenwood*; *Brown v. Brown* (2004), 6 R.F.L. (6th) 43 (Ont. S.C.J.); and *Kollmuss v. Kollmuss*, 2012 BCSC 709.
- [24] The respondent submits that this is an appropriate case to order lump-sum child support given the ongoing animosity of the claimant towards her, which creates uncertainty about his willingness to make periodic payments. She submits that the claimant has both registered and non-registered investments from which he can make a lump-sum payment.
- [25] I am not satisfied that a lump sum award is warranted at this time. There is no doubt there is considerable ongoing animosity between the parties. However, much of their dispute is concerned with the children's activities and the evidence does not establish the claimant is unwilling to meet his child support obligation.

Conclusion on Child Support

- [26] I therefore order the claimant pay the respondent \$562 per month in child support effective August 1, 2019, that being the first day of the month following the date of the Order establishing the new parenting arrangements. The claimant is entitled to credit for any amount he has paid in child support since that time. If the parties cannot agree on the amount of the credit, that issue may be referred to the Registrar for a determination.
- [27] The claimant's child support obligation, including his appropriate Guidelines income, may be reviewed no sooner than one year from the date of the order herein. At that time, if there has been any issue about payment of child support, the respondent may renew her application for lump-sum support.

Section 7 Expenses

- [28] As set out in my reasons, both children are active in sports and, as a result, there is considerable expense involved in registration fees, equipment etc. While both parents are generally supportive of the children's activities, their inability to communicate has made it difficult--if not impossible--for them to agree about how to share the expenses.
- [29] Section 7 expenses were an issue at trial. The respondent claimed \$6,375.67, which she said was 50% of the expenses she had incurred on behalf of the children. The claimant submitted that he had paid at least \$1,900-\$2,300 in expenses for the children but he was unable to produce invoices or to provide specific details.
- [30] In my reasons, I noted that many of the expenses claimed by the respondent fell outside of the scope of s. 7 and were more properly characterized as regular or ordinary day-to-day expenses (see *Clarke v. Clarke*, 2014 BCSC 824 at para. 49). I held that \$8,500 was a fair assessment of the total proper s. 7 expenses and that the claimant therefore owed the respondent \$4,250. However, I granted him credit for some of the expenses he claimed to

have incurred and set the amount owing at \$3,500. I am advised that he has paid that amount.

- [31] The respondent now claims an additional amount of approximately \$4,400, representing 50% of the expenses she has incurred since trial. Many of these expenses relate to the children's sporting activities.
- [32] The claimant objects to many of the expenses on the basis that he was not consulted and, in some cases, disagreed with the activity. This is particularly so with respect to some of B's softball activities. While she has played at a competitive level for a number of years and has had additional pitching coaching in the past, the claimant is opposed to the pitching clinics that she now attends and which make up some of the claimed expenses. He says he should not be required to pay for activities that he is opposed to.
- [33] Given the ongoing disagreement between the parties about s. 7 expenses, it is useful to expand on my observation, referred to at para. 30 above, about what is a proper s. 7 expense and what is more accurately characterized as a day-to-day expense. Mr. Justice Baird in *Clarke* provides a useful discussion on this point:
- [47] It appears that the parties do not agree as to what qualifies as a "special or extraordinary expense". In order to guide them in the future I am going to briefly comment on the legal meaning of that phrase. I note that there is a similar summary in *MacDonald v. Pink*, 2011 NSSC 421 at para. 55, which may also be helpful.
- [48] Section 7 of the Federal Child Support Guidelines gives the court the discretion to order payment of an amount over and above the regular table amount. However, in order to qualify for a s. 7 order, the expenses must be proven to be "special" or "extraordinary" in some way.
- [49] This is because the basic table amounts of child support are designed to cover all the "ordinary" costs of raising a child: *D.M.C.T. v. L.K.S.*, 2008 NSCA 61 at para. 25. Food, shelter, clothing and other necessities are all ordinary, as are many educational, extracurricular and recreational expenses: *McLaughlin v. McLaughlin* (1998), 167 D.L.R. (4th) 39 (B.C.C.A.).
- [50] So when does an expense qualify as special or extraordinary? First, it must fit within one of the categories of expenses listed in section 7, as follows:
- (a) child care expenses incurred as a result of the custodial parent's employment, illness, disability or education or training for employment;
 - (b) that portion of the medical and dental insurance premiums attributable to the child;
 - (c) health-related expenses that exceed insurance reimbursement by at least \$100 annually, including orthodontic treatment, professional counselling provided by a psychologist, social worker, psychiatrist or any other person, physiotherapy, occupational therapy, speech therapy and prescription drugs, hearing aids, glasses and contact lenses;

- (d) extraordinary expenses for primary or secondary school education or for any other educational programs that meet the child's particular needs;
 - (e) expenses for post-secondary education; and
 - (f) extraordinary expenses for extracurricular activities.
- [51] That list is exhaustive. If the claimed expense does not fit into any of those categories, it cannot be a special or extraordinary expense: *Kase v. Bazinet*, 2011 ONCJ 718 at para. 39.
- [52] Even where an expense fits into one of the listed categories, that is not the end of the story. The expenses must be both "necessary" -- as defined in relation to the child's best interests -- and "reasonable," as measured against the combined financial means of the parents (and, where appropriate, the child) as well as the family's spending patterns prior to separation: see section 7(1) and *Yensen v. Yensen*, 2003 BCSC 1372 at para. 8. In addition if the expense is one listed under subsection (d) or (f) -- educational programs or extracurricular activities -- the party claiming the expense must prove that they are "extraordinary."
- [53] There is no straightforward definition for "extraordinary" although section 7.1, recently added to the Guidelines, provides some guidance; it requires a sort of proportionality inquiry, looking at the nature and number of activities, any special needs or talents of the child, the overall cost of the activities, and any other similar relevant factors: see *D.M.C.T.* at para. 32.
- [54] Because the tests are fact-specific, I cannot definitively say what types of expenses qualify in every case. But I can say what does not qualify as special or extraordinary:
- Expenses such as "entertainment, pets, vacations, school fees, school supplies, children's allowances, meals outside the home, personal grooming, and clothing" are not section 7 expenses: *Mertler v. Kardynal* (1997), 35 R.F.L. (4th) 72 (Sask. Q.B.).
 - A home computer and other similar technologies do not qualify as extraordinary as they are "common item[s] found in most homes": *Yensen* at para. 18.
 - Recreational sports and other similar extracurricular activities -- dance lessons, community sports leagues, ski trips, etcetera -- are generally considered "ordinary." The question is whether the participation goes beyond that of the "average child": *D.L.C. v. F.M.C.*, 2010 BCSC 1312 at para. 67.
- [34] Applying these principles to the facts of this case, a number of the expenses claimed by the respondent do not qualify as special or extraordinary expenses. This would include things like volleyball (presumably a school sport), cleats, mouth guards, umpire clinic fees, referee clinic fees, and uniforms. I would also include in this category costs for the children's transit passes and cell phones.

- [35] It is arguable that the children's recreational and athletic activities also do not qualify as special or extraordinary expenses. However, throughout the children's lives, both before and after the parties' separation, the claimant and respondent have generally agreed on most of the children's activities and have supported them. In particular, both parents have supported B's participation in softball and N's participation in hockey. It is therefore reasonable to treat the basic registration and team fees associated with these activities as shared expenses: see *D.D.R. v. K.T.R.*, 2019 BCSC 1805 at para. 170.
- [36] Based upon the respondent's list, registration and team fees for softball and hockey total \$1,934.12. I am also prepared to include required equipment in the shared amount, that being softball gear and a hockey stick, particularly given their cost. These items total \$761.54.
- [37] Perhaps the most difficult, and certainly the most contentious item claimed is B's specialized pitching clinics. According to the respondent's list, she has spent \$1,540 on clinic costs since the April 2019 trial. These costs appear to be upwards of \$250 per month. As I previously noted, the claimant strenuously objects to the daughter participating in these clinics. As I understand it, he is not opposed to her getting some additional pitching coaching, but he does not agree with the approach taken in these clinics. He also feels left out of the decision-making process.
- [38] In *K.A.M.R. v. W.H.G.*, 2014 BCSC 103, Mr. Justice Punnett dealt with similar circumstances in which one parent objected to paying for s. 7 expenses based upon a lack of consultation:
- [55] The claimant described an early experience she had with the respondent involving Tai Kwon Do expenses. She says he initially agreed to pay and then later defaulted, saying they did not qualify as extraordinary expenses. She now argues that given that experience it was futile to engage with him further and says that as a result of his attitude it was not possible to seek agreement in advance. That is, while she could have consulted with the respondent and received agreement on the various expenses in advance, there was no point as she determined he would not agree and would not pay. She did subsequently raise various expenses with him after they were incurred and in some cases -- such as with the braces and one volleyball tournament -- he did agree to pay, suggesting that she could in fact have successfully sought his agreement in advance.
- [56] The Guidelines do not require that the parties consult or agree in advance. However, a failure to consult may bar a retroactive claim for special or extraordinary expenses, even without such a term in a separation agreement. In *Reggelsen v. Reggelsen*, 2009 BCSC 1790 at para. 25, the court rejected a retroactive claim for two years' worth of extraordinary expenses on the basis that the parent had "an obligation to consult with the plaintiff for large s. 7 or extraordinary expenses he is not entitled to accumulate several years of expenses and then to present a large account for items about which the plaintiff has had no notice or input." Similarly, in *Z.D.D. v. R.C.G.*, 2004 BCSC 1239, the court refused to make an award for the extraordinary expenses where the plaintiff failed to discuss or seek agreement from the

defendant regarding those expenses. Mr. Justice Melnick at para. 31 states:

- [31] A custodial spouse has an obligation to give notice to the non-custodial spouse of extraordinary expenses expected to be incurred. If, having done so, the non-custodial spouse unreasonably refuses to agree to share in the expenses, then the custodial parent is quite justified in pursuing the other parent for contribution.
- [57] Mr. Justice N.H. Smith in *Lee v. Chung*, 2011 BCSC 404, also noted that a failure to consult places the payor party in the difficult position of having to present evidence respecting the necessity or reasonableness of the expense after the fact. "It is neither fair nor reasonable for one party to incur the expenses and put the other in the position of having to marshal evidence long after the fact" (para. 36).
- [39] In *K.A.M.R.*, Justice Punnett held that the custodial spouse was obliged to at least try to obtain the other spouse's consent regarding activities for the children and that the lack of consultation relieved the respondent spouse of any obligation to contribute to past expenses (at para. 62).
- [40] This case differs somewhat in that the claimant was aware of B's participation in the pitching clinics but was opposed to the particular pitching clinic chosen.
- [41] In the somewhat unusual and difficult circumstances of this case, where consultation was thwarted by the claimant's behaviour and where he was aware, but not supportive, of the activity in issue, I think it reasonable that he make a contribution towards the expense, but not on an equal basis with the respondent.
- [42] As noted, the respondent has paid \$1,540 for the pitching clinics. I order the claimant to contribute \$500 towards that cost.
- [43] The other expenses of note are camp fees for the children totalling \$1,225.30. I am satisfied that these are proper s. 7 expenses that should be shared as the parties have in the past agreed that the children should attend camp.
- [44] The claimant says he has spent approximately \$1,000 on s. 7 expenses, primarily on activities and equipment for N. Once again, he has produced no supporting invoices. While I gave him the benefit of the doubt in my original reasons for some of the expenses he said he incurred, I am not prepared to do so this time without some supporting evidence. I note I have not allowed many of the expenses claimed by the respondent that have been incurred when the children are with her, so it is not unreasonable to do the same for the claimant.
- [45] Going forward, in order to try to minimize the ongoing disputes over the children's activities, it is useful to set out with more precision what expenses are to be considered s. 7 expenses and so shared between the parties. In addition to the expenses specifically listed in s. 7 of the Guidelines, additional expenses to be shared will include basic registration and team fees for B's softball and N's hockey, as well as the basic equipment required for each. Summer camp fees are also included for so long as the children continue to attend camp.

Additional activities, for example, through school, will not qualify unless the parties can reach an agreement to share those expenses. Additional coaching or clinics will similarly not qualify, unless the parties agree in advance.

- [46] It is also appropriate that the parties' share of the valid s. 7 expenses better approximate their respective incomes. In her most recent financial statement, the respondent claims income for child support purposes of approximately \$67,000. I have imputed income to the claimant of \$35,000. This equates roughly to a 65/35 division, however in the circumstances I think it is reasonable to order that the respondent pay 60% of s. 7 expenses and the claimant 40%.
- [47] In summary, I find the children's basic registration, team, and equipment costs associated with playing softball and hockey, as well as their camp fees, are all valid s. 7 expenses. These expenses total \$3,920.86. Based upon the parties' past agreement, the claimant shall pay 50% of these expenses, totalling \$1,960.43. In addition, he will pay \$500 towards B's pitching clinics, for a total amount owing of \$2,460.43. Future s. 7 expenses shall be divided 60/40, as noted above.

The Claimant's Communication with the Respondent

- [48] When this hearing commenced on January 31, 2020, the respondent raised the issue of the claimant's communication with her. However, she did not seriously pursue it at the continuation in October. Nonetheless, it is worth touching upon.
- [49] At para. 14 of my reasons, I said the following about the claimant's communication with the respondent:

The claimant's communication with and about the respondent is of particular concern. As is all too common in current family litigation, extensive text exchanges between the parties were introduced into evidence. Without going into great detail, it can fairly be said that the claimant is often rude and aggressive in his communications. He regularly says derogatory things about the respondent, referring to her as "sick", "mentally ill", a "wacko" and accusing her of lying. He also denigrates her family, referring to them as "trailer trash".

- [50] Further, at para. 61 I noted:

Regrettably, the claimant displays little or no insight into this behaviour and its negative impact on the children. Rather than acknowledging the need to address his conduct, the claimant characterized the trial as a character assassination of him based on lies and misrepresentations.

- [51] The claimant's conduct in this regard was a significant factor in my order concerning parenting time. Unfortunately, it does not appear that the claimant has gained any new insight following the release of my reasons.

- [52] The claimant attributes much of the fault for his conduct to his frustration at how he says the respondent treats him, in particular how she refuses to include him in decisions about the children. For her part, the respondent says the claimant is simply too difficult to deal with.
- [53] I am not inclined to make any additional orders governing the claimant's communication with the respondent. The parties will both continue to be parents to N and B for many years to come and it is incumbent upon them to learn how to co-exist and to co-parent. That said, I will reiterate the point made at para. 59 of my original reasons, that if the claimant does not modify his behaviour, including his attitude towards the respondent, there is a strong likelihood that as the children get older, they will choose to distance themselves from him.

Conclusion

[54] In summary, I make the following orders:

- a) The claimant will pay the respondent \$562 per month in child support effective August 1, 2019. He is entitled to a credit for any child support payments made since that date. If the parties cannot agree on the amount of the credit, the issue may be referred to the Registrar for a determination.
- b) Child support, including the claimant's Guidelines income, may be reviewed no sooner than one year from the date of this order. At that time, if there has been any issue about the payment of child support, the respondent may renew her application for lump sum support.
- c) The claimant will pay the respondent \$2,460.43 in s. 7 expenses.
- d) Going forward, valid s. 7 expenses will include: the expenses specifically listed in s. 7 of the Guidelines; the basic registration, team, and equipment costs for B's softball and N's hockey; and summer camp fees, for so long as the children continue to attend camp. Section 7 expenses will be paid 60% by the respondent and 40% by the claimant.

[55] The respondent has largely been successful in this action. She is entitled to her costs, taxed as a case of ordinary difficulty pursuant to Appendix B to the Supreme Court Family Rules.

"Skolrood J."

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